

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, APRIL 23, 2018, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public comment is limited to three minutes per person
5. PUBLIC HEARING - ANNUAL APPROPRIATION ORDINANCE
6. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (APPROVE)
 - b. Minutes - Regular Board Meeting - April 9, 2018 (APPROVE)
 - c. Warrants - \$357,690.00 (APPROVE)
 - d. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Accept a Proposal to Conduct the 2018 Village-Wide Spring Brush Collection Program - N.J. Ryan Tree & Landscape, LLC (ADOPT)
 - e. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Accept and Execute a Certain Contract - Landscape Maintenance Services - Hanson Landscape Design & Installation, Inc. (ADOPT)
 - f. Resolution - A Resolution Adopting the Illinois Municipal Retirement Fund (IMRF) Early Retirement Incentive (ERI) Program and Authorizing the Village Clerk to Execute the Certification Section on IMRF Form 6.77 (ADOPT)
 - g. Motion - Authorizing and Approving a Voluntary Separation Incentive (VSI) Program for Eligible Employees (PASS)
 - h. Motion - Board Authorization for Staff to Process Current Delinquent Water Bills in Accordance with Past Practices (PASS)

- i. Motion - Board Advice and Consent of Mayor's Re-Appointments of Members of the Parks and Recreation Commission (PASS)
- j. Motion - Motion to Approve 2017 Motor Fuel Tax (MFT) Roadway Maintenance Program: Payout #3 - Final Payment - M&J Asphalt Paving Company, Inc. (PASS)
- k. Plan Commission Recommendation - Zoning Hearing Case 17-03: Petition for a Special Use Permit for a Planned Unit Development (PUD) - Hinsdale Animal Cemetery, 6400 Bentley Avenue (RECEIVE)
- l. Plan Commission Recommendation - Zoning Hearing Case 18-01: Petition for an Amendment to a Planned Unit Development (PUD) - Willowbrook Centre PUD, 500 & 600 Joliet Road and 7700 Griffin Way (RECEIVE)
- m. Plan Commission Recommendation - Zoning Hearing Case 18-02: Petition for an Amendment to a Planned Unit Development (PUD) to allow for a Special Use for an Indoor Amusement Establishment - JKC Ice Rink, 201 63rd Street (RECEIVE)

NEW BUSINESS

- 7. ORDINANCE - AN ORDINANCE AMENDING THE SPECIAL USE PERMIT NO. 88-0-23, GRANTED IN ORDINANCE NO. 88-0-23, AS AMENDED BY ORDINANCE NOS. 89-0-46, 97-0-26, 03-0-17, 12-0-25, 13-0-15, AND 13-0-25, AND APPROVING A FINAL PLAT OF PLANNED UNIT DEVELOPMENT AND A FINAL PLAT OF SUBDIVISION, INCLUDING CERTAIN RELIEF, EXCEPTIONS AND WAIVERS FROM TITLE 9 AND TITLE 10 OF THE VILLAGE CODE - WILLOWBROOK CENTRE - NORTHWEST CORNER OF MADISON STREET AND FRONTAGE ROAD (JOLIET ROAD)
- 8. RESOLUTION - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND AMERICAN TRAFFIC SOLUTIONS (ATS), INC.
- 9. MOTION - TO APPROVE THE FISCAL YEAR 2018/19 BUDGET

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, APRIL 9, 2018 AT THE WILLOWBROOK POLICE DEPARTMENT, 7760 QUINCY STREET, VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

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

2. ROLL CALL

Those present at roll call were Mayor 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, Director of Finance Carrie Dittman, Chief of Police Robert Schaller, and Assistant to the Village Administrator Garrett Hummel.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked the Hinsdale South High School student, Nathan, to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

None presented.

5. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - March 26, 2018 (APPROVE)
- c. Warrants - \$104,707.90 (APPROVE)
- d. Monthly Financial Report - March 31, 2018 (APPROVE)
- e. Proclamation - A Proclamation Recognizing the Week of May 6 Through May 12, 2018 as Municipal Clerks Week in the Village of Willowbrook (PASS)
- f. Proclamation - A Proclamation Recognizing the Month of May 2018 as Building Safety Month (PASS)
- g. Motion - Board Advice and Consent of Mayor's Re-Appointment of Joseph Heery as a member of the Board of Police Commissioners (BOPC) (PASS)

Mayor Trilla asked the Board if there were any items to be removed from the Omnibus Vote Agenda. Trustee Berglund requested that Item 5f be removed for discussion.

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. ORDINANCE - AN ORDINANCE AMENDING SECTION 2-3-3, ENTITLED "MEMBERS AND TERMS:" OF CHAPTER 3, ENTITLED "PARKS AND RECREATION COMMISSION" OF TITLE 2, ENTITLED "BOARDS AND COMMISSIONS" OF THE VILLAGE CODE OF ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

Mayor Trilla advised that there are currently nine (9) positions on the Parks Commission with one (1) vacancy. With the renovations to the Parks Building on hold for up to possibly two (2) years, Mayor Trilla recommended lowering the Commission seats to seven (7) until the building and programs are reestablished.

Mayor Trilla stated that the current Chairman has contacted him and will be resigning from the Commission.

MOTION: Made by Trustee Davi and seconded by Trustee Kelly to pass Ordinance No. 18-0-10 as presented.

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

MOTION DECLARED CARRIED

7. ORDINANCE - AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK - TITLE 5, CHAPTER 4, SECTION 5-4-1 - ALARM DEVICES, DEFINITIONS

Chief Schaller related that during a review of this particular Village code, there was no clear definition for false alarms. The definition will greatly improve the billing of false alarms.

Chief Schaller advised that the Public Safety Committee approved the definition amendment at their February 12, 2018 meeting.

MOTION: Made by Trustee Kelly and seconded by Trustee Oggerino to pass Ordinance No. 18-0-11 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 no report.

Trustee Davi had no report.

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 related that the DuPage Mayors and Managers Commission has started a series of videos to educate the public about issues in Springfield. Links to the videos will be placed on the Village website.

13. CLOSED SESSION

a. Consideration of the Appointment, Employment, Compensation, Performance, or Dismissal of a Specific Village Employee in Accordance with 5 ILCS 120/2(c)(1)

ADJOURN INTO CLOSED SESSION

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to adjourn into Closed Session 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

14. ADJOURNMENT

MOTION: Made by Trustee Oggerino and seconded by Trustee Neal, to adjourn the Regular Meeting at the hour of 7:15 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.

April 23, 2018.

Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

W A R R A N T S

April 23, 2018

GENERAL CORPORATE FUND	-----	\$203,741.29
WATER FUND	-----	134,956.31
HOTEL/MOTEL TAX FUND	-----	3,000.00
WATER CAPITAL IMPROVEMENTS FUND	-----	15,992.40
 TOTAL WARRANTS	-----	\$357,690.00

Carrie Dittman, Director of Finance *C.D.*

APPROVED:
Frank A. Trilla, Mayor

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
04/11/2018	APCHK	92205#	MAR 18 CALEA	FIRST NATIONAL BANK OMAHA	PUBLIC RELATIONS	475-365	10	(8.15)
			MAR 18 CALEA		ACCREDITATION	630-202	30	1,329.23
				CHECK APCHK 92205 TOTAL FOR				1,321.08
04/12/2018	APCHK	92206	ADV 4-26-18 SWAC	DEBBIE HAHN	COMMODITIES	670-331	30	300.00
04/12/2018	APCHK	92207	4-19-18 MTG	DUPAGE CNTY CHIEFS OF POL. AS	FEES/DUES/SUBSCRIPTIONS	630-307	30	100.00
04/17/2018	APCHK	92208	DC ASSESSMENT	JACK HOWARD	CONSULTING SERVICES			** VOIDED **
04/17/2018	APCHK	92209	DC ASSESSMENT	RICK ROBERTSON	CONSULTING SERVICES	640-306	30	250.00
04/17/2018	APCHK	92210	DC ASSESSMENT	STEVE SUTKO	CONSULTING SERVICES	640-306	30	250.00
04/17/2018	APCHK	92211	DC ASSESSMENT	JACK HOWARD	CONSULTING SERVICES	640-306	30	250.00
04/24/2018	APCHK	85 (E) *#	APRIL 2018	INTERGOVERNMENTAL PERSONNEL	EMP DED PAY- INSURANCE	210-204	00	10,698.45
			APRIL 2018		LIFE INSURANCE - ELECTED OFFICIALS	410-141	05	76.32
			APRIL 2018		LIFE INSURANCE - COMMISSIONERS	435-148	07	19.08
			APRIL 2018		HEALTH/DENTAL/LIFE INSURANCE	455-141	10	2,107.94
			APRIL 2018		HEALTH/DENTAL/LIFE INSURANCE	510-141	15	747.10
			APRIL 2018		PLAN COMMISSION COMPENSATION	510-340	15	61.16
			APRIL 2018		LIFE INSURANCE - COMMISSIONERS	550-148	20	88.08
			APRIL 2018		HEALTH/DENTAL/LIFE INSURANCE	610-141	25	3,020.38
			APRIL 2018		HEALTH/DENTAL/LIFE INSURANCE	630-141	30	25,787.17
			APRIL 2018		HEALTH/DENTAL/LIFE INSURANCE	710-141	35	2,862.00
			APRIL 2018		HEALTH/DENTAL/LIFE INSURANCE	810-141	40	2,268.26
			CHECK APCHK 85 (E) TOTAL FOR					47,735.94
04/24/2018	APCHK	92212	JC2018-9914	AFTERMATH, INC.	JAIL SUPPLIES	650-343	30	105.00
04/24/2018	APCHK	92213	9952068220	AIRGAS USA LLC	EQUIPMENT RENTAL	750-290	35	82.97
04/24/2018	APCHK	92214	98696	ALL AMERICAN PAPER COMPANY	MAINTENANCE SUPPLIES	570-331	20	760.74
04/24/2018	APCHK	92216	62996	AMERICAN FIRST AID SERVICE I	OPERATING EQUIPMENT	630-401	30	32.65
04/24/2018	APCHK	92217	253099-01 SMR 18	AMERICAN LITHO	PRINTING & PUBLISHING	550-302	20	4,006.85
04/24/2018	APCHK	92218	26483/MAR 18	AMERICAN TRAFFIC SOLUTIONS	RED LIGHT - CAMERA FEES	630-247	30	22,475.00
			26483/MAR 18		RED LIGHT - MISC FEE	630-249	30	1,759.50
			CHECK APCHK 92218 TOTAL FOR					24,234.50
04/24/2018	APCHK	92219	57133	APPRISE PROMOTIONAL PRODUCTS	PRINTING & PUBLISHING	710-302	35	149.00

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
04/24/2018	APCHK	92221#	132479	B & E AUTO REPAIR & TOWING	MAINTENANCE - VEHICLES	630-409	30	22.95
		132534	132534		MAINTENANCE - VEHICLES	630-409	30	57.03
		132548	132548		MAINTENANCE - VEHICLES	630-409	30	57.03
		132556	132556		MAINTENANCE - VEHICLES	630-409	30	33.00
		132562	132562		MAINTENANCE - VEHICLES	630-409	30	22.95
		132537	132537		MAINTENANCE - VEHICLES	735-409	35	126.43
		132558	132558		MAINTENANCE - VEHICLES	735-409	35	143.36
		132502	132502		MAINTENANCE - VEHICLES	735-409	35	57.03
		132532	132532		MAINTENANCE - VEHICLES	735-409	35	57.03
				CHECK APCHK 92221 TOTAL FOR				576.81
04/24/2018	APCHK	92222	17299 APR 18	BLACK GOLD SEPTIC	MAINTENANCE - PW BUILDING	725-418	35	350.00
04/24/2018	APCHK	92223	13421	BRIAN WESTBURY	PUBLIC RELATIONS	475-365	10	625.00
04/24/2018	APCHK	92224*#	1139753 APR 18	CALL ONE INC	PHONE - TELEPHONES	455-201	10	777.44
			1139753 APR 18		PHONE - TELEPHONES	630-201	30	641.34
				CHECK APCHK 92224 TOTAL FOR				1,418.78
04/24/2018	APCHK	92226#	3544315	CHICAGO TRIBUNE	PRINTING & PUBLISHING	510-302	15	367.56
			3544315		PRINTING & PUBLISHING	550-302	20	57.89
			3544315		PRINTING & PUBLISHING	610-302	25	21.89
				CHECK APCHK 92226 TOTAL FOR				447.34
04/24/2018	APCHK	92227#	0115510302	CHRISTOPHER B. BURKE	PRINTING & PUBLISHING	510-302	15	360.00
		142622	142622		PLAN REVIEW - ENGINEER REIMB.	520-254	15	1,365.00
		142624	142624		PLAN REVIEW - ENGINEER REIMB.	520-254	15	1,100.00
		142625	142625		PLAN REVIEW - ENGINEER	520-254	15	220.00
		142626	142626		PLAN REVIEW - ENGINEER REIMB.	520-254	15	557.50
		142615	142615		FEES - ENGINEERING	720-245	35	365.00
		142623	142623		FEES - ENGINEERING	720-245	35	2,945.38
		142619	142619		FEES - ENGINEERING REIMB.	820-245	40	110.00
		142620	142620		FEES - DRAINAGE ENGINEER REIMB.	820-246	40	300.00
		142617	142617		PLAN REVIEW - ENGINEER REIMB.	820-254	40	2,948.00
		142618	142618		PLAN REVIEW - ENGINEER REIMB.	820-254	40	335.00
		142616	142616		PLAN REVIEW - DRAINAGE ENGINEER RE	820-259	40	1,956.50
		142627	142627		PLAN REVIEW - DRAINAGE ENGINEER RE	820-259	40	165.00
		142628	142628		PLAN REVIEW - DRAINAGE ENGINEER RE	820-259	40	165.00

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
04/24/2018	APCHK	922228	142629	CHRISTOPHER B. BURKE	PLAN REVIEW - DRAINAGE ENGINEERR R	820-259	40	222.50
04/24/2018	APCHK	922229	4980 APR 18	CITY WIDE OF ILLINOIS	MAINTENANCE - BUILDING	466-228	10	2,725.23
04/24/2018	APCHK	92230	1000437 MAY 18	CLARKE ENVIRONMENTAL	MOSQUITO ABATEMENT	760-259	35	6,520.00
04/24/2018	APCHK	92231*#	6863089003 APR18 0423085170 APR18 0791026027 APR 18 4403140110 APR 18 7432089030 APR18	COMMONWEALTH EDISON	RED LIGHT - COM ED RED LIGHT - COM ED RED LIGHT - COM ED ENERGY - STREET LIGHTS ENERGY - STREET LIGHTS	630-248 630-248 630-248 745-207 745-207	30 30 30 35 35	49.54 47.89 40.90 50.03 456.22
				CHECK APCHK 92231 TOTAL FOR				644.58
04/24/2018	APCHK	92232*#	8598	COMPASS PLUMBING LLC	MAINTENANCE - BUILDING	466-228	10	225.00
04/24/2018	APCHK	92234	4/4/185 CLRKS MTG	CYNTHIA STUCHL	SCHOOLS/CONFERENCES/TRAVEL	455-304	10	17.43
04/24/2018	APCHK	92235	SWAC 4-26-18	DEBBIE HAHN	COMMODITIES	670-331	30	158.40
04/24/2018	APCHK	92236#	862335 MAR 18 862335 MAR 18	DISCOVERY BENEFITS SIMPLIFY	EMP DED PAY - FSA FEE HEALTH/DENTAL/LIFE INSURANCE	210-221 455-141	00 10	26.40 23.60
				CHECK APCHK 92236 TOTAL FOR				50.00
04/24/2018	APCHK	92238#	4-9-18 COUPONS 4-9-18 COUPONS	DUPAGE COUNTY	TAXI CAB VOUCHER INVENTORY SENIOR CITIZEN TAXI PROGRAM	190-103 475-372	00 10	500.00 500.00
				CHECK APCHK 92238 TOTAL FOR				1,000.00
04/24/2018	APCHK	92239	ROSAL NOTARY FEE	DUPAGE COUNTY CLERK	FEES/DUES/SUBSCRIPTIONS	630-307	30	10.00
04/24/2018	APCHK	92240	IA 413 1ST QTR 18	DUPAGE COUNTY TREASURER	EDP EQUIPMENT/SOFTWARE	640-212	30	750.00
04/24/2018	APCHK	92241	2018 5 K RUN	ERIC ORTIZ	FAMILY SPECIAL EVENT - RACE	585-154	20	300.00
04/24/2018	APCHK	92243	35338E	EXECUTIVE COMMUNICATION SYST OFFICE SUPPLIES	FAMILY SPECIAL EVENT - RACE	410-301	05	72.00
04/24/2018	APCHK	92244	2018 5K RACE	FUN ONES	FAMILY SPECIAL EVENT - RACE	585-154	20	1,665.00
04/24/2018	APCHK	92245	374827	GEMALTO COGENT INC	EDP EQUIPMENT/SOFTWARE	640-212	30	1,242.18
04/24/2018	APCHK	92249	181068 180522	HEAT ENGINEERING CO	MAINTENANCE - BUILDING MAINTENANCE - BUILDING	466-228 466-228	10 10	525.00 225.00

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Fund: 01 GENERAL FUND								
CHECK APCHK 92249 TOTAL FOR								
04/24/2018	APCHK	92250*	3023940	HOME DEPOT CREDIT SERVICES	BUILDING MAINTENANCE SUPPLIES	466-351	10	9.27
			1012401		BUILDING MAINTENANCE SUPPLIES	466-351	10	8.87
			24311		BUILDING MAINTENANCE SUPPLIES	466-351	10	33.94
			8025572		BUILDING MAINTENANCE SUPPLIES	466-351	10	119.31
			8023519		PUBLIC RELATIONS	475-365	10	43.83
			3025032		PARK LANDSCAPE SUPPLIES	565-341	20	19.96
			7025720		PARK LANDSCAPE SUPPLIES	565-341	20	17.48
			24311		MAINTENANCE - VEHICLES	735-409	35	84.51
			7025720		STREET & ROW MAINTENANCE	750-328	35	183.60
			1024263		ROAD SIGNS	755-333	35	27.96
			7023615		OPERATING EQUIPMENT	755-401	35	129.45
			7214843		OPERATING EQUIPMENT	755-401	35	119.86
			7214842		OPERATING EQUIPMENT	755-401	35	(129.45)
CHECK APCHK 92250 TOTAL FOR								
04/24/2018	APCHK	92251	55730	HR SIMPLIFIED	HEALTH/DENTAL/LIFE INSURANCE	455-141	10	100.00
04/24/2018	APCHK	92252	1237	ILCMA	PERSONNEL RECRUITMENT	455-131	10	100.00
04/24/2018	APCHK	92253	81627	JSN CONTRACTORS SUPPLY	SUMMER PROGRAM MATERIALS & SERVICE	575-119	20	252.00
04/24/2018	APCHK	92254	335267	KARA CO. INC.	ROAD SIGNS	755-333	35	121.50
04/24/2018	APCHK	92255	2018 5 K RACE	KERRI STOCKTON	FAMILY SPECIAL EVENT - RACE	585-154	20	300.00
04/24/2018	APCHK	92256	60 ~ FEB 2018 60 / MARCH 2018	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	325.00
CHECK APCHK 92256 TOTAL FOR								
04/24/2018	APCHK	92257*	9004469373	KONICA MINOLTA BUSINESS SOLU COPY SERVICE	455-315	10	332.57	
			9004469373	COPY SERVICE	630-315	30	96.08	
			9004479360	COPY SERVICE	630-315	30	24.49	
			9004461412	COPY SERVICE	630-315	30	185.42	
CHECK APCHK 92257 TOTAL FOR								
04/24/2018	APCHK	92258	1-153864	LA FASTENERS INC	MAINTENANCE - EQUIPMENT	570-411	20	45.61
04/24/2018	APCHK	92259	8916 ~ FEB 18	MARQUARDT & BELMONTE P.C.	RED LIGHT - ADJUDICATOR	630-246	30	305.00
04/24/2018	APCHK	92260*	324437	MIDCO	MAINTENANCE - BUILDING	466-228	10	2,196.24

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND		324437			OPERATING EQUIPMENT	630-401	30	3,294.37
					CHECK APCHK 92260 TOTAL FOR			5,490.61
04/24/2018	APCHK	92261	348862282018	MOTOROLA SOLUTIONS INC	PHONE - TELEPHONES	630-201	30	68.00
04/24/2018	APCHK	92262	2841800004181	MUJAHID MIRAZ	RED LIGHT FINES	310-503	00	100.00
04/24/2018	APCHK	92263#	9547611002 MAR18 20624315113MAR18 63406845402APR18 68455237617 MAR18 92553430791MAR18 39303229304MAR18	NICOR GAS	NICOR GAS (7760 QUINCY) NICOR GAS (835 MIDWAY) NICOR GAS (825 MIDWAY) NICOR GAS (825 MIDWAY) NICOR GAS (825 MIDWAY) NICOR GAS	466-235 466-236 466-237 466-237 466-237 725-415	10 10 10 10 10 35	554.13 383.74 555.57 103.27 184.93 1,083.37
					CHECK APCHK 92263 TOTAL FOR			2,865.01
04/24/2018	APCHK	92264	3193 3185 3108 3199 3149	NJ RYAN TREE & LANDSCAPE LLC	TREE MAINTENANCE TREE MAINTENANCE TREE MAINTENANCE TREE MAINTENANCE TREE MAINTENANCE	750-338 750-338 750-338 750-338 750-338	35 35 35 35 35	2,700.00 2,025.00 4,800.00 4,032.00 2,625.00
					CHECK APCHK 92264 TOTAL FOR			16,182.00
04/24/2018	APCHK	92266	16835 N VOLEK 17004 TRAINOR	NORTHEASTERN ILLINOIS PUBLIC SCHOOLS/CONFERENCES/TRAVEL	SCHOOLS/CONFERENCES/TRAVEL	630-304 630-304	30 30	175.00 495.00
					CHECK APCHK 92266 TOTAL FOR			670.00
04/24/2018	APCHK	92267	10370 10371	NORTHWESTERN UNIVERSITY	SCHOOLS/CONFERENCES/TRAVEL	630-304 630-304	30 30	1,000.00 1,000.00
					CHECK APCHK 92267 TOTAL FOR			2,000.00
04/24/2018	APCHK	92268	27583483 APR 18	ORKIN EXTERMINATING	MAINTENANCE - BUILDING	466-228	10	93.45
04/24/2018	APCHK	92269	28762-00	PALOS SPORTS	SUMMER PROGRAM MATERIALS & SERVICE	575-119	20	1,136.97
04/24/2018	APCHK	92270	0375230	PHILLIP'S FLOWERS	PUBLIC RELATIONS	475-365	10	136.95
04/24/2018	APCHK	92271	0718002682	PROFORMA	FAMILY SPECIAL EVENT - RACE	585-154	20	261.66
04/24/2018	APCHK	92272	91837 91816	PUBLIC SAFETY DIRECT INC	MAINTENANCE - VEHICLES MAINTENANCE - VEHICLES	630-409 630-409	30 30	204.99 100.00

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
04/24/2018	APCHK	92273#	15281	RAGS ELECTRIC, INC	MAINTENANCE - BUILDING	630-409	30	298.10
			15282		MAINTENANCE - VEHICLES	630-409	30	108.99
					MAINTENANCE - VEHICLES	630-409	30	361.00
					MAINTENANCE - VEHICLES	630-409	30	488.95
					MAINTENANCE - VEHICLES	630-409	30	296.20
					MAINTENANCE - VEHICLES	630-409	30	778.13
					MAINTENANCE - VEHICLES	630-409	30	379.97
					MAINTENANCE - VEHICLES	630-409	30	399.90
				CHECK APCHK 92272 TOTAL FOR				3,416.23
04/24/2018	APCHK	92274	1815226	RAY O'HERRON CO., INC.	MAINTENANCE - STREET LIGHTS	466-228	10	375.69
					MAINTENANCE - STREET LIGHTS	745-223	35	105.50
				CHECK APCHK 92273 TOTAL FOR				481.19
04/24/2018	APCHK	92275	133812	RUTLEDGE PRINTING CO.	UNIFORMS	630-345	30	162.29
			133812		PRINTING & PUBLISHING	630-302	30	300.00
					OPERATING SUPPLIES	630-331	30	400.00
				CHECK APCHK 92275 TOTAL FOR				700.00
04/24/2018	APCHK	92276#	7863-110482	SATELLITE PHONE STORE	PHONE - TELEPHONES	455-201	10	65.76
			7863-110482		PHONE - TELEPHONES	630-201	30	65.76
				CHECK APCHK 92276 TOTAL FOR				131.52
04/24/2018	APCHK	92277	7502113	SERVICE SANITATION INC	RENT - EQUIPMENT	570-234	20	127.85
			7502114		RENT - EQUIPMENT	570-234	20	92.57
			7502113		ADA PARK MAINTENANCE	590-519	20	83.00
				CHECK APCHK 92277 TOTAL FOR				303.42
04/24/2018	APCHK	92278	SN195-53619	SIGNS NOW	OFFICE SUPPLIES	410-301	05	25.70
04/24/2018	APCHK	92279	297101113	SUNNY BUNNY EASTER EGGS	CHILDRENS SPECIAL EVENTS - OTHER	585-150	20	516.00
04/24/2018	APCHK	92280*	2018-097	SUNSET SEWER & WATER	STORM WATER IMPROVEMENTS MAINTENAN	750-381	35	1,383.00
			2018-100		STORM WATER IMPROVEMENTS MAINTENAN	750-381	35	1,020.00
				CHECK APCHK 92280 TOTAL FOR				2,403.00
04/24/2018	APCHK	92281	201803 MAR18	T.P.I.	CONSULTING SERVICES	815-306	40	9,926.75

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount	
Fund: 01 GENERAL FUND									
201803 MAR18					PLAN REVIEW - BUILDING CODE REIMB.	820-258	40	7,770.00	
201803 MAR18					PLAN REVIEW - BUILDING CODE REIMB	820-258	40	1,435.76	
201803 MAR18					PART TIME - INSPECTOR	830-109	40	3,171.00	
201803 MAR18					PLUMBING INSPECTION - REIMB.	830-115	40	1,170.00	
								23,475.51	
04/24/2018	APCHK	92282*		TG5/MARCH 18	TAMELING GRADING	LANDSCAPE MAINTENANCE SERVICES	565-342	20	360.00
				TG5/MARCH 18		STREET & ROW MAINTENANCE	750-326	35	440.00
				TG5/MARCH 18		STREET & ROW MAINTENANCE	750-328	35	1,290.00
				TG5/MARCH 18		STORM WATER IMPROVEMENTS MAINTENAN	750-381	35	568.00
					CHECK APCHK 92282 TOTAL FOR			2,658.00	
04/24/2018	APCHK	92283		121658	TAMELING INDUSTRIES	STREET & ROW MAINTENANCE	750-328	35	91.48
04/24/2018	APCHK	92284		18-0927	THOMPSON ELEV. INSPECT.	SERV ELEVATOR INSPECTION - REIMB.	830-117	40	100.00
04/24/2018	APCHK	92285		838002940 MAR18	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	154.35
04/24/2018	APCHK	92286		92151	TRAFFIC CONTROL & PROTECTION	ROAD SIGNS	755-333	35	927.60
04/24/2018	APCHK	92287		5 K RACE 2018	ULTIMATE RENTAL SERVICES, IN FAMILY SPECIAL EVENT - RACE		585-154	20	1,343.25
				5 K RACE 2018		FAMILY SPECIAL EVENT - RACE	585-154	20	1,805.00
					CHECK APCHK 92287 TOTAL FOR			3,148.25	
04/24/2018	APCHK	92289*		9804538389 APR18	VERIZON WIRELESS	PHONE - TELEPHONES	410-201	05	55.90
				9804538389 APR18		PHONE - TELEPHONES	455-201	10	21.97
				9804538389 APR18		PHONE - TELEPHONES	630-201	30	874.54
				9804538389 APR18		PHONE - TELEPHONES	630-201	30	82.47
				9804538389 APR18		TELEPHONES	710-201	35	180.82
				9804538389 APR18		TELEPHONES	710-201	35	249.99
				9804538389 APR18		TELEPHONES	810-201	40	93.20
					CHECK APCHK 92289 TOTAL FOR			1,558.89	
04/24/2018	APCHK	92290		38747840-0	WAREHOUSE DIRECT	OFFICE SUPPLIES	630-301	30	94.11
				3858945-0		OPERATING SUPPLIES	630-331	30	39.94
				38747840-0		OPERATING EQUIPMENT	630-401	30	90.50
				3858924-0		OPERATING EQUIPMENT	630-401	30	80.65
				C38747840-0		OPERATING EQUIPMENT	630-401	30	(90.50)
					CHECK APCHK 92290 TOTAL FOR			214.70	

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
04/24/2018	APCHK	92291	18877 FEB/MAR 18	WBK ENGINEERING LLC	PLAN REVIEW - PLANNER	520-257	15	13,981.23
		18878	FEB/MAR 18		PLAN REVIEW - PLANNER	520-257	15	1,554.00
		18879	FEB/MAR 18		PLAN REVIEW - PLANNER	520-257	15	252.00
		18880	FEB/MAR 18		PLAN REVIEW - PLANNER	520-257	15	1,323.00
		18881	FEB/MAR 18		PLAN REVIEW - PLANNER	520-257	15	1,113.00
				CHECK APCHK 92291 TOTAL FOR				18,223.23
04/24/2018	APCHK	92292	77552	WESTOWN AUTO SUPPLY COMPANY	MAINTENANCE - VEHICLES	735-409	35	139.50
		77506			MAINTENANCE - VEHICLES	735-409	35	44.16
		77490			MAINTENANCE - VEHICLES	735-409	35	6.75
		77361			MAINTENANCE - VEHICLES	735-409	35	57.60
		77340			MAINTENANCE - VEHICLES	735-409	35	9.96
		77290			MAINTENANCE - VEHICLES	735-409	35	4.25
		77286			MAINTENANCE - VEHICLES	735-409	35	43.85
		77321			MAINTENANCE - EQUIPMENT	735-411	35	63.59
				CHECK APCHK 92292 TOTAL FOR				369.66
04/24/2018	APCHK	92293	N VOLEK	WILL COUNTY CLERK	FEES/DUES/SUBSCRIPTIONS	630-307	30	10.00
04/24/2018	APCHK	92294#	4-25-18	WBK BURR RIDGE CHAMBER OF C	SCHOOLS/CONFERENCES/TRAVEL	455-304	10	27.00
		4-25-18			SCHOOLS/CONFERENCES/TRAVEL	610-304	25	54.00
		4-25-18			SCHOOLS/CONFERENCES/TRAVEL	630-304	30	162.00
				CHECK APCHK 92294 TOTAL FOR				243.00
				Total for fund 01 GENERAL FUND				203,741.29

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
04/24/2018	WATER FUND	APCHK 84 (E)	12130 MAR 18	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	118,696.24
04/24/2018	APCHK 85 (E) *#	APRIL 2018	INTERGOVERNMENTAL PERSONNEL	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	2,862.00	
04/24/2018	APCHK 922220	826930710 APR18	AT & T MOBILITY	PHONE - TELEPHONES	401-201	50	62.51	
04/24/2018	APCHK 92224*#	1139753 APR 18	CALL ONE INC	PHONE - TELEPHONES	401-201	50	226.29	
04/24/2018	APCHK 922225	12-5-17	CAMEO ELECTRIC INC	WELLHOUSE REPAIRS & MAINTENANCE -	425-473	50	1,866.86	
04/24/2018	APCHK 92231*#	5071072051 MARI 18 465111049 APR18	COMMONWEALTH EDISON	ENERGY - ELECTRIC PUMP	420-206	50	1,039.07	
				ENERGY - ELECTRIC PUMP	420-206	50	994.78	
				CHECK APCHK 92231 TOTAL FOR			2,033.85	
04/24/2018	APCHK 92232*#	8598	COMPASS PLUMBING LLC	WELLHOUSE REPAIRS & MAIN - WB EXEC	425-474	50	195.00	
04/24/2018	APCHK 92233	1563424	CORE & MAIN LP	SAMPLING ANALYSIS	420-362	50	1,297.18	
04/24/2018	APCHK 92242	18-1133084 APR 16	ETP LABS INC	SAMPLING ANALYSIS	420-362	50	90.00	
04/24/2016	APCHK 92246	118-13166	GEMINI GROUP L.L.C..	PRINTING & PUBLISHING	401-302	50	1,617.00	
04/24/2018	APCHK 92247	15981	H AND R CONSTRUCTION INC.	WATER DISTRIBUTION REPAIRS/MAINTEN	430-277	50	250.00	
04/24/2018	APCHK 92248	10910236	HACH CHEMICAL COMPANY	SAMPLING ANALYSIS	420-362	50	987.41	
04/24/2018	APCHK 92250*#	3161752	HOME DEPOT CREDIT SERVICES	REPAIRS & MAINTENANCE-STANDPIPE/PU	425-485	50	70.12	
04/24/2018	APCHK 92265	79597	NORLAB INC	CHEMICALS	420-361	50	272.00	
04/24/2018	APCHK 92280*#	2018-086	SUNSET SEWER & WATER	WATER DISTRIBUTION REPAIRS/MAINTEN	430-277	50	2,773.00	
04/24/2018	APCHK 92282*#	TG5/MARCH 18	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MAINTEN	430-277	50	948.00	
04/24/2018	APCHK 92288	27584	UNDERGROUND PIPE & VALVE, CO	SAMPLING ANALYSIS	420-362	50	528.03	
04/24/2018	APCHK 92289*#	9804558389 APR18	VERIZON WIRELESS	PHONE - TELEPHONES	401-201	50	180.82	
				Total for fund 02 WATER FUND			134,956.31	

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DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 04/11/2018 - 04/24/2018

Page 10/11

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
<u>Fund: 03 HOTEL/MOTEL TAX FUND</u>								
04/24/2018	APCHK	92237	3690 JAN 2018 3691 FEB 2018 3692 MAR 2018	DUPAGE CONVENTION	FEES DUES SUBSCRIPTIONS FEES DUES SUBSCRIPTIONS FEES DUES SUBSCRIPTIONS	401-307 401-307 401-307	53 53 53	1,000.00 1,000.00 1,000.00
				CHECK APCHK 92237 TOTAL FOR				<u>3,000.00</u>
				Total for fund 03 HOTEL/MOTEL TAX FUND				3,000.00

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DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 04/11/2018 - 04/24/2018

Page 11/11

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 09	WATER	CAFTAL IMPROVEMENTS FUND						
04/24/2018	APCHK	92215	UNION WAGE INC	AM-COAT PAINTING INC	WATER TANK REPAIRS	440-604	65	14,138.90
04/24/2018	APCHK	922282*#	TG5/MARCH 18	TAMELING GRADING	WATER SYSTEM IMPROVEMENTS	440-600	65	1,853.50
				TOTAL - ALL FUNDS	Total for fund 09 WATER CAPITAL IMPROVEMENTS F			15,992.40
								357,690.00

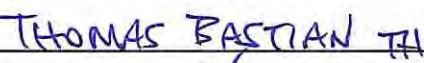
*' - INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND
*# - INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO
ACCEPT A PROPOSAL TO CONDUCT THE 2018 VILLAGE-WIDE SPRING
BRUSH COLLECTION PROGRAM – N.J. RYAN TREE & LANDSCAPE, LLC

6d**AGENDA NO.****AGENDA DATE:** 4/23/18**STAFF REVIEW:** Tim Halik, Village Administrator**SIGNATURE:** **LEGAL REVIEW:** Thomas Bastian, Village Attorney**SIGNATURE:** **RECOMMENDED BY:** Tim Halik, Village Administrator**SIGNATURE:** **REVIEWED BY MUNICIPAL SERVICES COMMITTEE:** YES April 9, 2018 NO N/A **ITEM HISTORY (ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY, ETC.)**

This past Fall, the Village's EAB abatement tree contractor, NJ Ryan Tree & Landscape, LLC, completed the Village-wide brush collection program. The program included curb-side collection of piled brush throughout town with the resulting chipped material hauled away. The program was completed on-time and without incident, and the Village also received several compliments from residents commenting on the good site clean-up practices of the contractor.

The Spring program will also consist of a curb-side chipping program. Staff has attempted to solicit proposals from local landscape maintenance contractors, but they have been largely unresponsive. However, NJ Ryan Tree & Landscape, LLC. has submitted a service proposal which is only \$200 higher than the price offered last year to complete the program. Therefore, the Village-wide collection program can be completed for \$9,800.

As part of the Spring program, in the past we have also tried to tub grind some of the collected brush to make a quality mulch available to residents for yard beautification purposes. However, between equipment rental and labor costs, this practice has become cost prohibitive. After review, staff has determined that it would be more cost effective to separately purchase a large quantity of ground mulch rather than to rent the required equipment to attempt to produce it ourselves using the collected brush. Therefore, staff would recommend that a quantity of ground mulch be purchased separately and delivered to the PW garage for resident use, if there is determined to be a need.

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

The cost of the Spring collection program would be \$9,800. This includes two (2) chipping crews working 40 hours each to complete the collection. The F.Y. 2018/19 Budget includes the following funding to conduct both the Spring and Fall Brush Collection Programs:

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>BUDGET</u>
PW – Street Maint.	01-35-755-284	Reimb. Exp. – Brush Pick-Up	\$20,000

ACTION PROPOSED:

Adopt Resolution. The Spring Brush Collection Program is scheduled to occur May 14th through May 18th, 2018. A postcard mailer will be sent directly to residents along with notification on the Village's website.

RESOLUTION NO. 18-R-_____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO
ACCEPT A PROPOSAL TO CONDUCT THE 2018 VILLAGE-WIDE SPRING
BRUSH COLLECTION PROGRAM – N.J. RYAN TREE & LANDSCAPE, LLC

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized and directed to accept the proposal from N.J. Ryan Tree & Landscape, LLC on a time and material basis to complete the 2018 Spring Brush Collection Program in the not to exceed amount of \$9,800.00 as set forth in the proposal attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 23rd day of April, 2018

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

Exhibit "A"

NJ RYAN TREE & LANDSCAPE LLC

17271 IL ROUTE 23
DEKALB, IL 60115**Estimate**

Date	Estimate #
4/2/2018	128

Name / Address
Village of Willowbrook



Project

Description	Qty	Cost	Total
Spring brush pickup - 2018		9,800.00	9,800.00
Total			\$9,800.00

Customer Signature _____

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT AND EXECUTE A CERTAIN CONTRACT – LANDSCAPE MAINTENANCE SERVICES – HANSON LANDSCAPE DESIGN & INSTALLATION, INC.

AGENDA NO.

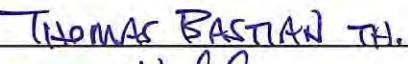
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AGENDA DATE: 4/23/18

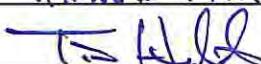
STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: 

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: 

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: 

REVIEWED BY COMMITTEE: YES on April 9, 2018 NO N/A

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

The Municipal Services Department and the Parks & Recreation Division held a public bid opening for the annual landscape maintenance services contract on Monday, April 9, 2018 at 10:00 AM. The legal notice advertising for the bid opening was published in the March 22, 2018 edition of *The Doings* newspaper. The following bids were received prior to the deadline:

<u>Vendor</u>	<u>Bid</u>
Hanson Landscape Design & Installation, Inc.	\$77,925.00
Benito's Landscaping	\$93,374.00
Berry Landscaping	\$95,000.00
Falco's Landscaping	\$117,416.24

Notes:

- Benito's Landscaping did not submit a required bid bond. Therefore, their bid is disqualified.
- Falco's Landscaping is our current vendor. They requested a large increase in order to renew the contract for FY2018/19, which is the reason a competitive bid process was performed now.

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

The contract period is from May 1, 2018 thru April 30, 2019. The low bid price received of \$77,925.00 is \$352.50 lower than the amount paid to Falco's in FY 2017/18. PW crews met with representatives from Hanson on Thursday (4/12/18) to tour town and review the scope of work of the contract. The company submitted four (4) references which included maintenance of large private developments. They are a large landscape maintenance company based out of Big Rick, IL and familiar with our area.

The FY 2018/19 Budget includes the following funding for this program:

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>FY 2018/19 BUDGET</u>
Pub. Serv.	01-35-755-281	Rt. 83 Beautification	\$52,500
Parks & Rec.	01-20-570-281	Contracted Maintenance	\$42,000

ACTION PROPOSED:

Staff recommends that the Mayor and Board of Trustees adopt the attached resolution authorizing the Mayor and Village Clerk to accept and execute a contract between the Village of Willowbrook and Hanson Landscape Design & Installation, Inc. for landscape maintenance services in the amount of \$77,925.00.

RESOLUTION NO. 18-R-_____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO
ACCEPT AND EXECUTE A CERTAIN CONTRACT – LANDSCAPE
MAINTENANCE SERVICES – HANSON LANDSCAPE DESIGN &
INSTALLATION, INC.

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized to accept and execute a certain contract, Hanson Landscape Design & Installation, Inc., for the 2018-2019 Landscape Maintenance Contract in the amount of \$77,925.00, as set forth in the contract attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 23rd day of April, 2018.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

**SPECIFICATIONS AND CONTRACT DOCUMENTS
for
LANDSCAPE MAINTENANCE SERVICES FOR PARKS, ROADSIDE RIGHTS OF
WAY, MEDIANs, AND SPECIFIED FACILITIES**

Required for Use By:

VILLAGE OF WILLOWBROOK
Willowbrook, Illinois 60527

CONTRACTOR'S CERTIFICATION - BID PROPOSAL - PAGE 16

**** MUST BE EXECUTED AND NOTARIZED ****

BIDS TO BE EXECUTED IN DUPLICATE

ALL SIGNATURES TO BE SWORN BEFORE A NOTARY PUBLIC

ALL INSURANCE REQUIREMENTS MUST BE MET

CONTRACT PERIOD: MAY 1, 2018 – APRIL 30, 2019

ACCOUNT NUMBER: _____

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

PERFORMANCE BOND(S) REQUIRED: Yes (See Page 4)

DRAWINGS: None

BID OPENING –
DATE/TIME/LOCATION: 10:00 AM CST April 9, 2018
WILLOWBROOK VILLAGE HALL
835 Midway Drive
Willowbrook, Illinois 60527

Issued by: Administration Department
Village of Willowbrook, Illinois
835 Midway Drive
Willowbrook, Illinois 60527
(630) 323-8215

Timothy J. Halik
Village Administrator

Carrie Dittman
Director of Finance

BID NOTICE

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

Bid Item: **Landscape Maintenance Services for Parks, Roadside Rights of Way, Medians, and Specified Facilities**

Bid Opening: **10:00 AM CST April 9, 2018**

Specifications may be obtained at the Village Hall, weekdays, between 8:30 a.m. and 4:30 p.m. Questions may be directed to the Administration Department at (630) 323-8215.

In accordance with the law and the provisions of 820ILCS 130/0.01 et seq., entitled "an Act regulating wages of laborers, mechanics, and other workers employed in any public works by the state, county, city or any public body or any political subdivision or by any one under contract for public works", not less than the prevailing rate of wages shall be paid to all laborers, workmen and mechanics performing work under this contract.

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

The Village of Willowbrook, Illinois, does not discriminate on the basis of disability in the admission or access to, treatment or employment in, its services, programs, or activities. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all Village of Willowbrook services, programs, and activities. The Village has a designated coordinator to facilitate compliance with the Americans with Disabilities Act of 1990 (ADA), as required by Section 35.107 of the U.S. Department of Justice regulation, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.5 of the U.S. Department of Housing and Urban Development regulations. For information, contact the Tim Halik, Village of Willowbrook, 835 Midway Drive, Willowbrook, Illinois, 60527; (630) 323-8215, TDD (630)920-2259.

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

I. GENERAL CONDITIONS

A. DEFINITIONS

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

A. BIDDER shall mean:

Hanson Landscape

Po Box 307

Big Rock, IL 60511

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

B. PREPARATION AND SUBMISSION OF PROPOSAL

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

Contractor's Certification Bid Proposal - Page #16
BID PROPOSAL PAGE

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

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

C. WITHDRAWAL OF PROPOSAL

Bidders may withdraw their bids at any time prior to the time specified in the Bid Notice as the closing time for the receipt of bids. However, no bid shall be withdrawn or cancelled for a period of forty-five (45) calendar days after said advertised closing time for the receipt of bids, nor shall the successful bid be withdrawn, cancelled, or modified after having been accepted by the Village.

D. SUBMISSION OF ALTERNATE BIDS

Bidder may submit alternate bids provided that:

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

E. BID DEPOSIT

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

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

F. SECURITY FOR PERFORMANCE

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

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

G. EQUIVALENT PRODUCTS

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

H. BASIS OF AWARD

The Village reserves the right to accept or reject any and all bids, in whole or in part, and to waive technicalities.

I. ACCEPTANCE OF BID

The Village shall make its determination with respect to bids within forty-five (45) days, or within sixty (60) days where approval by other agencies is required, from the date of opening of bids. Should the Village fail to act within the times herein specified, all bids shall be rendered null and void.

J. CATALOGS

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

K. DELIVERY

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

L. GUARANTEES AND WARRANTEES

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

M. SUBLetting OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

N. COMPETENCY OF BIDDER

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

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

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

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

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

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

P. SPECIAL HANDLING

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

Q. MATERIAL INSPECTION AND RESPONSIBILITY

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

R. TOXIC SUBSTANCES

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

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

S. PRICE REDUCTIONS

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

T. TERMINATION OF CONTRACT

1. The Village may, by written notice of default to the successful Bidder, terminate the whole or part of this contract in any one of the following circumstances:
 - a) If the successful Bidder fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or fails to

provide the supplies or to perform the service at the exact price accepted by the Village (and any charges for contract changes mutually agreed to by the Village and the successful Bidder); or

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

U. EQUAL EMPLOYMENT OPPORTUNITY

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

SUBCONTRACTS

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

CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES

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

V. INSURANCE SPECIFICATIONS ("Insurance Section")

1. The successful Bidder shall not commence work under the contract until all insurance required herein and such insurance has been approved by both the Village of Willowbrook and the County of DuPage.
2. The successful Bidder shall maintain limits no less than:

<u>TYPE OF INSURANCE</u>	<u>MINIMUM INSURANCE COVERAGE</u>
Commercial (Comprehensive) General Liability <div style="border: 1px solid black; padding: 5px; margin-left: 20px;"><ul style="list-style-type: none">1. Comprehensive Form2. Premises Operations3. Explosion & Collapse Hazard4. Underground Hazard5. Products/Completed Operations Hazard6. Contractual Liability Coverage Included7. Broad Form Property Damage</div>	Insurance with a limit of not less than three million dollars (\$3,000,000) total; including limits of not less than two million dollars (\$2,000,000) per occurrence and one million dollars (\$1,000,000) excess liability in the annual aggregate injury/property damage.
Worker's Compensation Insurance	In the statutory amounts
Employer's Liability Insurance	In an amount not less than one million dollars (\$1,000,000) each accident/injury and one million dollars (\$1,000,000) each employee/disease.
Commercial (Comprehensive) Automobile Liability Insurance	With minimum limits of at least one million (\$1,000,000) dollars Combined Single Limit (Each Accident).

The coverage limits required for **Commercial (Comprehensive) General Liability** and **Commercial (Comprehensive) Automobile Liability Insurance** may be satisfied through a combination of primary and excess coverage. No work is allowed to commence until all of the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractors; insurance including endorsements shall be provided prior to the

commencement of any work. In addition, DuPage County shall be named as a third-party beneficiary of the insurance requirements provided for in this insurance section.

The insurance required to be purchased and maintained shall be provided by an insurance company acceptable to both the Village and County of DuPage, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to both the Village and County of DuPage except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to both the Village and County of DuPage. If the insurance required is satisfied through a combination of primary and excess coverage, said excess/umbrella liability policy shall include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. A copy of said section of the excess/umbrella liability policy shall be provided upon request by the Village and/or County of DuPage.

The Commercial (Comprehensive) General Liability and Commercial (Comprehensive) Automobile Liability Insurance shall name the Village, the County of DuPage, its officers, and employees as additional insured parties. The Certificate of Insurance/endorsements shall state: "The Village of Willowbrook, the County of DuPage, its officers, and employees are named as additional insured(s) as defined in the Commercial (Comprehensive) General Liability and Commercial (Comprehensive) Automobile Liability Insurance policies with respect to claims arising from the contractor's performance under this contract. The Endorsements must also be provided naming both the Village and County of DuPage c/o DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis."

Coverage shall be at least as broad as (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement (Exhibit A); (2) if requested, Owners and Contractors Protective Liability policy with the Village named as insured; (3) Insurance Services Office Business Auto Liability form number CA 0001, Symbol 01 "Any Auto"; and (4) Workers Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

3. In the event of accidents of any kind, the successful Bidder shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.
4. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Village, its officials, agents, employees, and volunteers; or the successful Bidder shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

W. INSURANCE POLICY(S) ENDORSEMENT

SHALL BE PROVIDED PRIOR TO THE COMMENCEMENT OF WORK.

VILLAGE OF WILLOWBROOK ("The Village")

Attention: Administration Department

835 Midway Drive

Willowbrook, Illinois 60527

COUNTY OF DuPAGE ("The County")

Attention: DuPage County Division of Transportation

421 N. County Farm Road

Wheaton, IL 60187

1. POLICY INFORMATION.

A. Insurance Company Crum Halstead

B. Policy Number 07124166

C. Policy Term: (From) 1/1/2018 (To) 1/1/2019

D. Endorsement Effective Date _____

E. Named Insured Hanson Landscape

F. Address of Named Insured Po Box 307 Big Rock, IL 60511

G. Limit of Liability Any One Occurrence/
Aggregate \$ 2,000,000.00

H. Deductible or Self-Insured Retention (Nil unless otherwise specified)
\$ _____

2. VERIFICATION OF COVERAGE

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, **within fourteen (14) calendar days** after acceptance of the bid by the Village, furnish both the Village and the County of DuPage with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

In the event that the successful Bidder(s) fails to furnish the insurance coverage within fourteen (14) calendar days after acceptance of the bid by the Village, then the bid deposit of the successful Bidder shall be retained by the Village as liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said Village will sustain due to the successful Bidder's failure to furnish said insurance.

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

3. POLICY AMENDMENTS

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

A. INSURED.

(COMMERCIAL (COMPREHENSIVE) GENERAL LIABILITY AND COMMERCIAL (COMPREHENSIVE) AUTOMOBILE LIABILITY INSURANCE)

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

B. CONTRIBUTION NOT REQUIRED.

(COMMERCIAL (COMPREHENSIVE) GENERAL LIABILITY AND COMMERCIAL (COMPREHENSIVE) AUTOMOBILE LIABILITY INSURANCE)

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

C. SEVERABILITY OF INTEREST.

(COMMERCIAL (COMPREHENSIVE) GENERAL LIABILITY AND COMMERCIAL (COMPREHENSIVE) AUTOMOBILE LIABILITY INSURANCE)

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

D. SUBCONTRACTORS. (ALL COVERAGES)

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

E. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. (COMMERCIAL (COMPREHENSIVE) GENERAL LIABILITY AND COMMERCIAL (COMPREHENSIVE) AUTOMOBILE LIABILITY INSURANCE)

Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Village, County of DuPage, its officials, agents, employees, and volunteers.

F. CANCELLATION NOTICE. (ALL COVERAGES)

The insurance coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to both the Village and County of DuPage except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to both the Village and County of DuPage. Such notice shall be addressed as shown in the heading of the endorsement.

G. SUBROGATION (WORKERS COMPENSATION AND EMPLOYER'S LIABILITY)

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

H. ACCEPTABILITY OF INSURERS. (ALL COVERAGES)

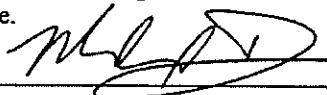
The insurance required to be purchased and maintained shall be provided by an insurance company acceptable to both the Village and County of DuPage and licensed to do business in the State of Illinois.

I. ASSUMPTION OF LIABILITY. (ALL COVERAGES)

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

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

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

Signature of: 

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

Title: Account Executive

Organization: West Bend Mutual Insurance Company

Address: 1900 South 18th Avenue, West Bend, WI 53095

Phone: 815-786-2105 Fax: 815-786-2512

X. INDEMNITY HOLD HARMLESS PROVISION

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

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

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

ADDITIONAL INSURED ENDORSEMENT - EXHIBIT "A"

Name of Insurer: Crum Halstead

Name of Insured: Hanson Landscape

Policy Number: 07124166

Policy Period: 1/1/2018 to 1/1/2019

Endorsement Effective Date: _____

This endorsement modifies coverage provided under the following:

Commercial General Liability Coverage Part

Name of Individuals or Organization:

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

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

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

[EXHIBIT A IRMA - Section 4:06, Page 13]

CONTRACTOR'S CERTIFICATION - BID PROPOSAL

Hanson Landscape Install and Design _____, as part of its bid on a
(Name of Contractor)

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

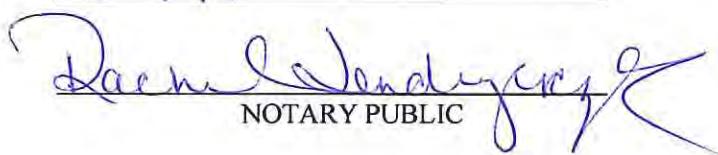
By: 
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

This 5th day of
April, 20 18.

MY COMMISSION EXPIRES:

11-4-19


NOTARY PUBLIC



CONTRACT – Page One of Two

1. This agreement, made and entered into this 5th day of April 2018, between the Village of Willowbrook, acting by and through its Mayor and Board of Trustees and _____
2. That for and in consideration of the payments and agreements mentioned in the Specifications and Contract Document attached hereto, Hanson Landscape agrees with the Village of Willowbrook at his/her own proper cost and expense to furnish the equipment, material, labor, supplies and/or services as provided therein in full compliance with all of the terms of such specifications and contract documents attached hereto.
3. It is understood and agreed that the specifications and contract documents hereto attached, prepared by the Village of Willowbrook, are all essential documents of this contract and are a part hereof.
4. In witness whereof, the said parties have executed these presents on the date above mentioned.

(Village Seal)

VILLAGE OF WILLOWBROOK

Attest:

By: _____
Village Clerk

By: _____
Village Administrator

IF A CORPORATION

(Corporate Seal)

CORPORATE NAME

Attest:

Hanson Landscape

By: _____
Secretary

By: _____
President

SUBSCRIBED AND SWORN BEFORE ME

This 5th day of April, 2018.

MY COMMISSION EXPIRES: 11-4-19

Rachel Jendrzejczyk
NOTARY PUBLIC



CONTRACT - Page Two of Two

IF A PARTNERSHIP

(Seal) _____

(Seal) _____

(Seal) _____

(Seal) _____

PARTNERS DOING BUSINESS UNDER THE NAME OF

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20_____.

MY COMMISSION EXPIRES: _____

_____ NOTARY PUBLIC

_____ IF AN INDIVIDUAL

(Seal)

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20_____.

MY COMMISSION EXPIRES: _____

_____ NOTARY PUBLIC

II. ADDITIONAL REQUIREMENTS FOR PUBLIC WORKS PROJECTS

A. INTENT

It is the intent of these specifications and contract that a complete working improvement be constructed. All necessary work and materials shall be included; whether specifically called for or implied.

B. LOCATION OF UTILITIES

The successful Bidder shall contact the Village of Willowbrook Department of Municipal Services at least seventy-two (72) hours before beginning work. Where required, electric, gas, telephone and cable utilities must be located in the field prior to construction. The Village bears no responsibility for damage done to existing utilities during construction.

C. TRAFFIC CONTROL AND PROTECTION

Traffic control and protection - the successful Bidder's manner of prosecuting the work or revisions in the phasing of operations may require temporary traffic control devices to be installed. In such cases, all but not limited to, signs, signals, markings, traffic codes, barricades, warning lights, flagmen and other traffic control devices must conform with all provisions of the appropriate standards. The Village shall be the sole judge as to the acceptability of placement and maintenance of the traffic control devices prescribed in the appropriate standards. Said temporary traffic control devices shall be considered incidental to the contract and no compensation will be allowed.

D. EXAMINATION OF SITE

The successful Bidder shall carefully examine the site and become familiar with the conditions under which he/she will have to execute the work required under this contract. Failure to do so will in no way relieve the successful Bidder of his/her responsibility under this contract.

E. ADDITIONAL WORK

The Village reserves the right to order additional work during the course of construction. Prior to commencing any additional work, the successful Bidder shall submit his/her charges for performing the work and shall not proceed until the Village has approved the charges.

F. PREVAILING WAGES

In accordance with the law and the provisions of 820 ILCS 130/0.01 et seq., entitled "an Act regulating wages of laborers, mechanics, and other workers employed in any public works by the state, county, city or any public body or any political subdivision or by any one under contract for public works", not less than the prevailing rate of wages shall be paid to all laborers, workmen and mechanics performing work under this contract. Prospective Bidders shall thoroughly familiarize themselves with the provisions of the above mentioned act and shall prepare any and all bids in strict compliance therewith. Copies of the prevailing rate of wages for this Village are on file in the office of the Village Clerk of the Village of Willowbrook.

G. PROTECTION OF EXISTING FACILITIES

Existing facilities, including grounds, structures, landscaping, and so forth, shall be protected by the successful Bidder. Any damage to existing facilities shall be reported to the Village and shall be repaired promptly by the successful Bidder when ordered to do so by the Village. All repairs of damage to existing facilities shall be made to the satisfaction of the Village. Failure to repair damage shall be just cause for withholding payment for work that becomes due.

H. BIDDER'S RESPONSIBILITY

The successful Bidder shall be responsible for constructing the improvements in accordance with the specifications. The successful Bidder shall have available on the job site at all times during construction, a complete set of specifications with all revisions thereto. The successful Bidder shall employ only workmen skilled in their trade and shall furnish full-time supervision of all construction. An English-speaking superintendent shall be at the site whenever construction is in progress. The superintendent shall have authority to receive and carry out instructions from the Village. The lack of a competent superintendent on the site during construction shall be just cause for the Village to order the work to cease.

I. SITE CONDITION AND CLEAN-UP

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

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

J. TRESPASS ON LAND

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

K. COPIES OF DRAWINGS AND SPECIFICATIONS

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

L. PROTECTION OF PUBLIC

The Bidder shall erect and maintain sufficient signs, barricades, lights and fences and shall employ competent flagmen and watchmen to warn and guard the public against the hazards created by the construction of the work. The Bidder shall not allow hazardous conditions to remain without affording adequate protection to the public. If, in the opinion of the Village, a hazardous condition exists and the Bidder fails to correct the condition, or to protect the public, the Village may order the necessary precautions to

safeguard the public, the cost of which will be deducted from payments due the Bidder. Flagrant disregard for the safety of the public shall constitute just reason for the Village to order cessation of work.

M. GUARANTEE

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

N. PAYMENT

Final payment will be made when the work is accepted by the Village. The Bidder shall submit final waivers-of-lien covering all labor, material, equipment, services and so forth, prior to receiving final payments.

O. ACCEPTANCE

The work shall not be accepted by the Village until the Village has determined that all work is complete and in accordance with the specifications.

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III. TERMS AND CONDITIONS OF THE SPECIFIC PROJECT

A. EXAMINATION OF SITE

Bidders shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the obstacles that may be encountered, and all other relevant matters concerning the work to be performed under this contract.

The Contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any such matters of things concerning which the Contractor did not inform himself prior to bidding. The successful Contractor must employ, so far as reasonably possible as determined by the Village, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other contractor.

B. MEETING BEFORE WORK BEGINS

It is mandatory that the Contractor meets with the Superintendent of Parks & Recreation and the Director of Municipal Services and/or their designee(s) prior to the start of work in order to review the contract specifications, designate the appropriate project contacts, and discuss the manner in which work will be proceeding, among other items.

C. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Any damage of public or private property caused by the Contractor's operations shall be resolved with the property owner within ten (10) days after damage occurs to the satisfaction of the Village. The Contractor shall inform the Village of any damage caused by the Contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the Village, the Village reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damage caused by the Contractor and deduct these costs from any payment due the Contractor.

D. PREVAILING WAGES

In accordance with the law and the provisions of 820 ILCS 130/0.01 et seq., entitled "an Act regulating wages of laborers, mechanics, and other workers employed in any public works by the state, county, city or any public body or any political subdivision or by any one under contract for public works", not less than the prevailing rate of wages shall be paid to all laborers, workmen and mechanics performing work under this contract. Prospective Bidders shall thoroughly familiarize themselves with the provisions of the above-mentioned act and shall prepare any and all bids in strict compliance therewith. Copies of the prevailing rate of wages for this Village are on file in the office of the Village Clerk of the Village of Willowbrook

E. SUBLetting CONTRACT

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person, firm, or corporation, without the previous written consent of an authorized representative of the Village of Willowbrook; but in no case shall consent relieve the Contractor from his obligations or change the terms of the contract.

F. DEFAULT

The contract may be canceled or annulled by the Village in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms. Failure of the Contractor to deliver services within the time stipulated, unless extended in writing by the Village of Willowbrook, shall constitute contract default.

G. SAFETY

The Contractor shall insure that all its employees or agents shall abide by all safety rules or regulations set by the Village of Willowbrook as well as by general regulations and standards of the industry and in accordance with all applicable federal, state, and local regulations.

H. WORKMANSHIP

Workmanship shall be of the highest caliber in every respect. Workers must take care to insure the least amount of disturbance to the sites, Village staff members, and the general public.

I. PENALTY FOR NON-COMPLETION

Time is of the essence to the contract. Should the Contractor fail to complete the work within the timelines stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay the Village two hundred fifty dollars (\$250.00) per calendar day not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This penalty established is to cover the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

The other provisions of the Contract have been established to allow for the efficient completion of this project, without creating additional burden or hardship on the Village or additional administration and/or operating expenses for the Village. The failure to adhere to the specifications of the contract, including but not limited to the following examples, shall result in the assessment of liquidated damages of one hundred dollars (\$100.00) per incident per day. Some examples include:

- failing to complete work in a manner or sequence as required;
- damaging landscaping (i.e. debarking plants by running into them with equipment);
- failure of the contractor to be accessible to the Village or respond to requests to complete work;
- improperly applying mulch;
- not completing and/or maintaining the removal of weeds; and
- failing to clean-up garbage or debris.

J. SUPERVISION AND TRAINING

Competent English speaking supervisory personnel shall be present at each facility on a regular basis. The Contractor shall properly schedule and train all of its personnel. It is required that the supervisor visit the facilities being cleaned on a weekly basis to be sure that it has been completed in a satisfactory manner. The Village reserves the right to have the contractor assign a new contact, supervisor, and/or staff, for the Village's account if the current representative(s) are deemed unacceptable.

K. WORKING HOURS

The Contractor shall work the same hours as the Municipal Services Department unless other arrangements are agreed upon ahead of time. The Contractor must inform the Director of Municipal Services, or his designee, when the Contractor will be working outside of the normal working hours for Municipal Services.

L. TRESPASS ON LAND

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

M. COSTS

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items. This cost also includes all proposal preparation costs, insurance, royalties, transportation charges, use of all tools and equipment, superintendent, overhead expense, inspection costs, all profits and all other work services and conditions necessarily involved in the work to be done in accordance with the requirements of the contract documents considered severally and collectively.

N. TRAFFIC CONTROL

The Contractor shall provide adequate traffic control for work area protection in compliance with the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, the State of Illinois Vehicle Code, the Illinois Department of Transportation Highway Standards, and the Illinois Department of Transportation Handbook of Traffic Engineering Practice for Small Cities.

O. PROTECTION OF EXISTING FACILITIES

Existing facilities, including grounds, structures, landscaping and so forth shall be protected by the vendor. Any damage to existing facilities shall be reported to the Village and shall be repaired promptly by the vendor when ordered to do so by the Village at no cost to the Village. All repairs of damage to existing facilities shall be made to the satisfaction of the Village. Failure to repair damage shall be just cause for withholding payment for work, which becomes due.

P. ACCESSIBILITY OF CONTRACTOR

Contractor shall supply cell phone numbers, daytime office numbers, fax numbers, and pager numbers of supervisors handling this contract. The Contractor shall return all calls or pages within one hour of the Village placing the call. On-site response time for complaints must be made within 24 hours of the initial call being made by the Village.

The Contractor must assign an English-speaking crew leader to monitor all work being performed within the Village. The Contractor shall update the Director of Municipal Services or his designee on work progress no less than once per week. Failure to comply with the accessibility requirements shall be deemed as substandard work and will be subject to the same penalties.

Q. REFERENCES

A reference list (attached) must also be submitted with the bid documents. The references must be municipal accounts or accounts similar in size but shall include at least one (1) municipal client at a minimum.

R. BILLING & PAYMENT

Payment shall be made in eight (8) equal payments, once all work has been completed in a satisfactory manner and the specifications stated herein have been met, for the following months: May, June, July, August, September, October, November, and April following receipt of an invoice from the Contractor for the month in question.

S. RENEWAL AND EXTENSION

This Contract shall be in full force and effect from May 1, 2018 to and including April 30, 2019. At the sole discretion of the Village, this contract may be extended for an additional twelve (12) month period under the same terms and conditions.

T. SPECIFIC CONDITIONS FOR LANDSCAPE MAINTENANCE TRASH AND DEBRIS

The entire site will be inspected and cleared of all trash, debris, glass, rocks, etc. before mowing begins. Mowing over paper, cups, cans and other litter shall not be accepted. Should this occur the Contractor shall immediately pick-up and properly dispose of all debris.

U. EQUIPMENT CONDITION

All equipment will be kept in good, safe operating condition. All mowing equipment will have sharp blades so that the grass is cut properly. All equipment will be kept in such a condition so that the gas/oil is not leaking.

V. FUEL/OILING

Spilling gasoline and oil kills the grass. Mowers will not be fueled or oiled in grass areas. They should be moved to a paved area to perform this function. If any spill should occur the Contractor shall immediately commence the appropriate clean up in conformance with any and all applicable regulations. The Contractor shall be responsible for all costs associated with such a clean up and restoration and/or reimbursement for any damages that may occur.

W. FINAL APPEARANCE

Mowing patterns shall be such that the clippings and mulch are evenly distributed, not wind rowed into noticeable deposits. Grass clippings will not be allowed to accumulate on hard surface areas, sidewalks or roadways and must be removed by the Contractor in an appropriate manner. If windrows are present, raking and properly disposing of the material by the Contractor must remove the clippings. The Contractor shall immediately pick up any debris that is mowed over.

Y. ADDITIONS OR DELETIONS

The Village reserves the right to increase or decrease quantities and number of mowings/weedings based on actual field conditions and requirements. The Contractor will be asked to provide a list of hourly manpower and equipment rates used to calculate the proposal prices for this section of the contract. These rates shall be used when the quantities of work must be increased or decreased for any reason such as adding sites, deleting sites, or failure of the Contractor to complete required work. Using these rates, the Village and the Contractor shall meet and shall mutually agree upon the dollar amounts to be added to or deleted from the contract.

Z. OPTIONAL WORK

At the Village's option, the Contractor may be asked to provide additional lawn mowing in the event that such services become necessary. The cost of such service will be provided on a per acre basis as stated on the proposal page.

AA. REPORT OF WORK PERFORMED AND SCHEDULED

The Contractor shall, at a minimum of once per month during the period of providing services, submit a written report to the Director of Municipal Services in detailing the weekly progress that has been performed by the Contractor during the previous month. At the same time, the Contractor shall also provide a schedule of work that is anticipated to be completed in the subsequent month.

BB. MOWING AND TRIMMING OF PARKS, ROADSIDE RIGHTS OF WAY, MEDIANs, AND SPECIFIED FACILITIES

Lawn mowing equipment must be mulching type, and the die shoots must be blocked or, if not mulching, a bag must be used. Mowing should be done so as to spread clippings evenly over the area. Otherwise grass clippings should be removed. Each mowing area should be completed in one day.

This mowing rotation schedule can be adjusted to a less frequent mowing schedule with the approval of the Director of Municipal Services during those times of the season when heat and/or lack of rain would cause weekly mowing to stress the grass.

From the last week in August until the final mowing of the season, mowing at the Community Park shall be done on either Thursdays or Fridays, to coincide with prevalent events at the park, as so advised by the Superintendent of Parks & Recreation

Mowing equipment shall be set at 2½" at all times. Community Park game fields should be cut to a height of 2" when fields are in use. In all mowed areas included in this contract, care should be taken to lower the height of the cut so as not to put the turf under stress.

The Director of Municipal Services, or his designee, shall have the right to inspect all equipment and height of cut immediately after mowing for compliance.

1. Village Parks

A. To be mowed at least one (1) time each week

Grass should be mowed as provided in these specifications with the additional specification for game fields at Borse Memorial Community Park (defined as the softball fields and soccer field with an approximate area of 6.18 acres). Those game fields should be cut to a height of 2" when fields are in use (April through October),

but taking care during times of extreme heat and/or lack of rain. It should be noted that this entire area is equipped with an underground sprinkler system and that care must be used to prevent damage to that system. Estimated acreage areas included for mowing and trimming are as follows:

<u>PARKS</u>	<u>ACRES</u>
Borse Memorial Community Park	8.8
Midway Park	2.1
Creekside Park	5.1
Lake Hinsdale Park	1.0
Ridgemoor Park	5.4

<u>PARKS</u> (continued)	<u>ACRES</u>
Waterford Park	4.3
Farmingdale Terrace Park	3.0
Willow Pond	3.0
Prairie Trail Park	5.0
Roger's Glen Park *	<u>1.5</u>

(* includes both parkways on Rogers Farm Rd.)

Total: 39.2 acres

2. Roadside Rights of Way, Medians, and Specified Facilities

A. To be mowed and trimmed at least one (1) time each week:

1. DuPage County right-of-ways (Grand Total: 23.6 acres):

63rd Street (Total: 4.42 acres):

North Side: From Western to Madison	2.23 ac.
South Side: From Western to Madison	1.99 ac.
Median: From IL Route 83 to 550 feet E. of IL Route 83:	.20 ac.

75th Street (Total: 8.51 acres):

North Side: From W. of Sheridan Drive to IL Route 83:	2.61 ac.
South Side: From W. of Sheridan Drive to IL Route 83:	3.50 ac.
Median: From W. of Sheridan Drive to IL Route 83:	2.40 ac.

Madison Street (Total: 7.44 acres):

West Side: From 63 rd Street to Joliet Road:	3.61 ac.
East Side: From 63rd Street to Joliet Road:	3.83 ac.

Plainfield Road (Total: 3.23 acres):

South Side: From IL Route 83 to Garfield Avenue:	1.59 ac.
North Side: From IL Route 83 to Garfield Avenue:	1.64 ac.

2. State of Illinois right-of-ways (Grand Total: 24.67 acres)

Illinois Route 83 (Kingery Hwy.):

Median areas and road side right-of-way from approximately the 5900 block of Route 83 to Route 83 south 79th St., including the bermed area at Midway Drive, (south of Midway Drive: 24.67 acres

3. Specified Facilities (Grand Total: 3.87 acres)

Public Works site:
700/710 Willowbrook Cntr. Pkwy. Approx. 3.37 acres

Village Municipal Complex:
Village Hall, 835 Midway Drive
Police Station, 7760 Quincy Street
Community Resource Center, 825 Midway Drive
Approx. 0.5 acres

B. To be mowed and trimmed at least one (1) time in each two-week period:

73rd Court & Quincy Street in a southerly direction for approximately 500 feet on the east side of Quincy, and from 73rd Court and Quincy in an easterly direction on the north and south right of way for 600 feet a total of .50 acres.

72nd Street east of Route 83 within northern right of way for 612 feet. The mowing width will incorporate from the curb and gutter to three feet north of the sidewalk.

79th Street – southern right of way from Eleanor to Route 83; northern right of way from Sawmill Creek west 1,000 feet; southern right of way from Sawmill Creek west 400 feet (adjacent to guardrail)

75th Street & Clarendon Hills Road – eastern right of way of Clarendon Hills Rd. south of 75th Street (area is 150' x 25'); western right of way Clarendon Hills Rd. south of 75th St (area is 150' x 25')

61st Street & Bentley Ave. – 650 feet east from Bentley Ave. on 61st St.; northern right of way and 150 feet north from 61st eastern right of way.

59th Street & Clarendon Hills Road – 75 feet north from 59th St on Clarendon Hills Rd. western right of way; 75 feet west from Clarendon Hills Rd northern right of way 59th St; 75 feet south from Clarendon Hills Rd. western right of way of Clarendon Hill Rd; 75 feet west from Clarendon Hills Rd. on 59th St. southern right of way of 59th St.

59th Street & Western Ave. - 100 feet east from Western Ave on 59th St. southern right of way; 75 feet south from 59th St. on Western Ave. in the eastern right of way of Western Ave.; 75 feet south from 59th St on the western right of way of Western Ave.

Executive Drive & Quincy – 500 feet north from Executive Drive on the eastern right of way of Quincy; 205 feet east from Quincy on Frontage Rd on the northern right of way of Frontage Rd.

Quincy & Frontage (Joliet Road) 150 feet north of Joliet Road on the eastern right of way of Quincy; 205 feet east from Quincy on Frontage Rd. on the northern right of way of Frontage Rd.

Sawmill Creek – this creek bed tributary consists of a dry creek bed beginning at 75th Place and terminating at 79th St. shall be completed once every two (2) weeks or as directed by the Director of Municipal Services or his designee. The creek bed is approximately twenty feet (20) wide by 2,600 feet long. The creek bed will require weed whip maintenance.

Garfield Road – West Right-of Way from Plainfield Rd to Rodgers Farm Rd. = 1,770 x 10'

79th Street – North Right-of Way -- addresses 228 and 234 = 400' x 20'

73rd Court - North Right-of Way of 73rd Ct. -- 920' x 15'. South Right-of-Way of 73rd Court – 600' x 15'

65th Street - North Right-of Way of 65th St -- addresses 364-368-372 = 320' x 15'

Adams Street – Right-of Way at 7052 Adams St and 7263 Adams St. = 700' x 15'

General Trimming

Trimming will be done along with the mowing and will be accomplished with suitable mechanical equipment, at the same cutting height as the rest of the area and before that specific site is to be considered completed. This work is incidental to and included with the weekly mowing. It shall be the responsibility of the contractor to restore any mulch rings that are disturbed during mowing and/or trimming. Mowing and trimming shall be done as to spread clippings over the entire area. All grass must be neatly mowed and trimmed around and along all concrete, screenings paths and asphalt paths, playground surfaces, building structures, signs, shrub beds, tree rings, fence lines and backstops. Trees, shrubs and other plants must not be “debarked” by running into them with mowing or trimming equipment. All grass clippings from mowing and/or trimming which fall anywhere but on the grass (curb, gutter, parking lot, sidewalk, etc.) shall be swept up and removed. If the grass clippings fall into clumps or piles onto the mowed lawn, the piles shall be raked up and removed.

Median & Right-of-Way Trimming at Concrete Area and Curbs

Grasses and weeds at concrete median areas and in front of curbs (i.e., the flag of the curb – between the curb and pavement) and at joints shall be removed in their entirety. This can be accomplished by manual weeding or by trimming with suitable mechanical equipment. This work is incidental to and included with the weekly mowing.

CC. AERATION OF PARKS, ROADSIDE RIGHTS OF WAY, MEDIANES, AND SPECIFIED FACILITIES

Aeration shall be performed once in the fall and shall be scheduled with the Director of Municipal Services or his designee, at least one week prior to work being done. Aeration shall be done using a mechanical core aerator with hollow tines that produce cores (soil debris). Aeration shall not be done when the soil is dry or very wet (saturated with water). It shall be done only when there is

optimum moisture in the soil to produce good penetration. Penetration of the soil shall be a minimum of three inches.

<u>1. PARKS</u>	<u>ACRES</u>
Borse Memorial Community Park #	8.3
Midway Park	2.1
Creekside Park (all grass areas except sides of basin)	4.0
Lake Hinsdale Park	1.0
Ridgemoor Park	5.4
Waterford Park (all grass areas except sides of basin)	3.0
Farmingdale Terrace Park	3.0
Willow Pond	1.5
Prairie Trail Park (all grass areas except sides of pond)	5.0
Roger's Glen Park *	<u>1.5</u>

(* includes both parkways on Roger's Farm Rd.)

Total: 34.80 acres

- Note that the Community Park softball and football fields are equipped with an underground sprinkler system. Care must be used to prevent damage to the sprinkler system. The Contractor shall be responsible for all costs incurred related to repairing any damage to the underground sprinkler system from or caused by the Contractor's operations. Also note that at the Community Park the area east of the creek is not included in the aeration schedule.

2. ROADSIDE RIGHTS OF WAY, MEDIANs, AND SPECIFIED FACILITIES

Village Hall 0.5 acres

DD. PLANTING BED MAINTENANCE

All planting beds must be spaded. As part of this work tilled dirt and grass must be removed and properly disposed of and not incorporated in plant beds. Dirt, rocks and grass found in plant beds shall be removed the same day and failure to do so will be deemed as substandard work. Spring clean up includes removing debris and cutting back dead shrub plant materials in beds, perennial beds, tilling, cultivating and additional mulch shall be completed by May 15. *Planting beds must remain weed free at all times throughout the contract season.* Regular weeding and cultivating shall be carried out along with the lawn mowing cycle. Manual weed pulling will be necessary in most cases. Plant materials in plant beds are to be trimmed and thinned including shrubs and trees of dead material and pruned throughout the contract, in addition to trimming any overgrowth of plant materials.

As part of this contract, one (1) fertilizer/weed control application shall be made to all shrubs in planting beds included in this schedule. Application shall take place between May 15 and May 30, but after the spring clean up. Contractor shall water shrubs to dissolve the fertilizer application, in the event sufficient rain is not experienced. Apply at an application of 25-2-15 product at 5 lbs. nutrients per 1000 square feet of land area. Product to be used is Arthur Clesen Inc. or approved equal and is to be a granular material. Contractor shall provide the name of the material on the bid proposal form. The Contractor shall periodically

inspect plant material in the planting beds for insect and disease damage. Recommendations should be brought to the attention of the Director of Municipal Services. Treatments will be made on an hourly rate as specified on the bid proposal form. The product must be pre-approved by the Director of Municipal Services. Mulch/Compost shall be added or removed at the Village's request. Labor shall be provided at the contractor's expense and there will be no additional charges to the Village for adding and tilling mulch. Mulch and/or compost will be provided by the Village and delivered on site. Mulch in plant beds shall be a minimum of 3" to 4" in depth and turned at minimum of three times in May, July, and September. All mulch beds shall be tilled and mulch added, if needed, no later than May 30 of each year of the contract.

<u>1. PARKS</u>	<u>Number of Planting Beds</u>	<u>Est. Total Square Yards</u>
Community Park	2	130
Midway Park	1	10
Creekside Park	1	10
Lake Hinsdale Park	3	44
Ridgemoor Park	2	36
Waterford Park	2	33
Farmingdale Terrace Park	5	100
Willow Pond	2	40
Prairie Trail Park (south entrance sign bed only)	1	8
Roger's Glen Park	1	6
Total	20	417

2. ROADSIDE RIGHTS OF WAY, MEDIANs, AND SPECIFIED FACILITIES

	<u>Number of Planting Beds</u>	<u>Est. Total Square Yards</u>
Village Hall	7	414
Village entrance signs on Rte 83	2	52
Total	9	466

EE. REQUIREMENTS FOR ALTERNATE BIDS

1. Additional Mowing

Specifications for any additional mowing selected by the Village shall be the same as those specifications for the contracted mowing.

2. Additional Aeration

Specifications for any additional aeration selected by the Village shall be the same as those specifications for the contracted aeration.

3. Tree Ring Maintenance

Tree rings trees that are selected by the Village shall be spaded. As part of this work tilled dirt and grass must be removed and properly disposed of and not incorporated in plant beds and mulch rings. Dirt and grass found in the tree rings shall be removed the same day by the Contractor.

4. Tree Fertilization

Trees that are selected by the Village for fertilization. Contractor specify product and method of Fertilization in the bid form

Village of Willowbrook

LANDSCAPE SERVICES SPECIFICATIONS BID FORM – PAGE 1 OF 2

Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto for the prices as specified below. This proposal shall remain in force and full effect for a twelve (12) month period, from May 1, 2018 through April 30, 2018.

Mowing and Trimming

A.	Parks (Section III-BB-1)	\$ <u>29,000.00</u>
B.	Roadside Rights of Way, Medians, and Specified Facilities (Section III-B-2)	\$ <u>36,000.00</u>

Aeration

A.	Parks (Section III-CC-1)	\$ <u>3,900.00</u>
B.	Roadside Rights of Way, Medians and Specified Facilities - Village Hall only (Section III-CC-2)	\$ <u>1,800.00</u>

Planting Bed Maintenance

A.	Parks (Section III- DD-1)	\$ <u>3,825.00</u>
B.	Roadside Rights of Way, Medians, and Specified Facilities (Section III-DD-2)	\$ <u>3,400.00</u>

TOTAL -- Mowing/Trimming, Aeration, Planting Bed Maintenance (Sections BB, CC and DD) \$ 77,925.00

Alternate #1 - Tree Ring Maintenance- Parks, Roadside Rights of Way, Medians and Other Facilities - Per Tree Unit Price \$ 55.00

Alternate #2 - Additional Mowing – Per Acre/ Per Occurrence Unit Price \$ 675.00

Alternate #3 - Tree Fertilization - Per Tree Unit Price - Parks, Roadside Rights of Way, Medians and Other Facilities \$ 80.00

Village of Willowbrook

LANDSCAPE SERVICES SPECIFICATIONS BID FORM – PAGE 2 of 2 (CONTRACT EXTENTION)

Rates for services listed for 2018/19 contract period will not increase more than 5 % for the 2019/20 contract period. At its sole discretion, the Village of Willowbrook may extend the contract for a one-year term beginning on May 1, 2019 and concluding April 30, 2020.

Also, as noted in the Additions or Deletions section, the Contractor shall provide a list of hourly manpower and equipment rates used to calculate the proposal prices for this section of the contract. Attach list marked as "Contractor's Exhibit" and write "attached" in the following blank: _____

Company: Hanson Landscape

Address: PO Box 307
Big Rock IL 60511

Telephone No. 630-556-4120 Fax No. 630-556-4124

Signature: Dustin Hanson

Name and Title: (Please Print) Dustin Hanson, President

Date: _____

Subscribed and sworn before me this 5th day of April, 2018

MY COMMISSION EXPIRES:

11-4-2019



REFERENCES

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

Company Name: Marquette Management
Address: 175 South Highpoint Dr Romeoville, IL 60446
Phone # / Fax #: 630-588-6114
Contact Person: Kent Renklenhoff
Dates of Service (from – to): 2010 to current

Company Name: Edgemark Asset Management
Address: 2215 York Road
Phone # / Fax #: 630-472-1010
Contact Person: Rich Robey
Dates of Service (from – to): 2014 to current

Company Name: Amli Residential
Address: 141 West Jackson Blvd Chicago, IL 60604
Phone # / Fax #: 312-283-4923
Contact Person: Carly Stevenson
Dates of Service (from – to): 2013 to current

Company Name: Marquette Management
Address: 175 South Highpoint Dr Romeoville, IL 60446
Phone # / Fax #: 847-588-6148
Contact Person: Jim Cunningham
Dates of Service (from – to): 2010 to current

CONTRACTOR'S EXHIBIT – ADDITIONS OR DELETIONS

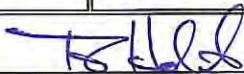
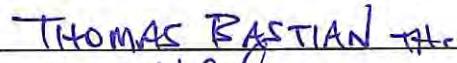
LABOR RATES

Employee Title/Classification	Hourly Rate

EQUIPMENT RATES

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<p>ITEM TITLE: A Resolution Adopting the Illinois Municipal Retirement Fund (IMRF) Early Retirement Incentive (ERI) Program and Authorizing the Village Clerk to Execute the Certification Section on IMRF Form 6.77</p>	<p>6f</p>	<p>AGENDA NO. 6g</p>
		<p>AGENDA DATE: <u>4/23/18</u></p>
<p>STAFF REVIEW: Tim Halik, Village Administrator</p>	<p>SIGNATURE: </p>	
<p>LEGAL REVIEW: Thomas Bastian, Village Attorney</p>	<p>SIGNATURE: </p>	
<p>RECOMMENDED BY: Tim Halik, Village Administrator</p>	<p>SIGNATURE: </p>	
<p>REVIEWED & APPROVED BY COMMITTEE: YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/> was discussed by full Board 4/9/18</p>		
<p>ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)</p> <p>Approximately sixty-five percent (65%) of the Village's General Fund budget is expended on personnel. As part of this year's budget discussions, the Village Board has decided to provide voluntary separation opportunities to eligible employees. Such programs are intended to incentivize long-term employees that have reached the maximum level in their pay grade to consider retiring from the Village, if they are able to. Those positions would then be replaced by entry-level hires resulting in a substantial cost savings to the Village as a result of lower salaries and fringe benefit costs.</p>		
<p>ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)</p> <p>The Village Board has agreed to offer two (2) individual voluntary separation programs to employees. Eligible employees may participate in one program or the other, but not both.</p> <ol style="list-style-type: none"> 1) Willowbrook Voluntary Separation Incentive (VSI) Program: Eligible full-time employees that elect to participate in this program must have at least ten (10) years of consecutive service with the Village. Employees would receive one (1) week of pay for each full year of service with the Village, up to a maximum of twelve (12) weeks pay. In addition, employees would receive one (1) month of continued health insurance coverage for each full year of service with the Village, up to a maximum of six (6) months of insurance. There is a total of seventeen (17) employees eligible for this program. 2) IMRF Early Retirement Incentive (ERI) Program: Eligible IMRF members that elect to participate in this program would have an opportunity to purchase, at the employee's expense, additional service credit from IMRF up to five (5) years. Adoption of the attached resolution will serve to adopt the IMRF ERI Program which will open a one-year "window" (July 1, 2018 to July 1, 2019) in which employees must provide IMRF notice of their intent to participate. The actual retirement date within that window for each participating employee would be determined by the Village. The increased employer rate for the program (included in the attached IMRF Actuarial Analysis) is amortized over a ten (10) year period. Costs would first be reflected in our 2020 rate payment, if retirements were to occur in 2018. When comparing the program cost to the potential personnel salary and benefit cost savings, if each eligible employee were to participate, the Village could realize a net savings (i.e., after the program cost is paid) of an estimated \$507,800 over the 10-year amortization period of the program. There are a total of four (4) employees eligible for this program. 		
<p>ACTION PROPOSED:</p> <p>Adopt Resolution adopting the IMRF ERI Program. Once adopted, all employees eligible for either program (i.e., Willowbrook VSI or IMRF ERI) will be provided a notice containing all pertinent program information, additional instructions, and deadline dates for participation.</p>		



**SUGGESTED FORM OF RESOLUTION TO
ADOPT EARLY RETIREMENT INCENTIVE
IMRF Form 6.77 (Rev. 04/2015)**

PLEASE ENTER
Employer IMRF I.D. Number
05542

See next page for additional ERI information.

RESOLUTION Number 18-R-

WHEREAS, Section 7-141.1 of the Illinois Pension Code provides that a participating employer may elect to adopt an early retirement incentive program offered by the Illinois Municipal Retirement Fund by adopting a resolution or ordinance; and

WHEREAS, the goal of adopting an early retirement program is to realize a substantial savings in personnel costs by offering early retirement incentives to employees who have accumulated many years of service credit; and

WHEREAS, IMRF has prepared an actuarial estimate of the cost of an early retirement incentive program for
Village of Willowbrook _____ and the additional liability created by the early retirement incentive

EMPLOYER NAME

is estimated to be \$ 941,009 _____; and the 10-year amortization cost is estimated to be \$ 1,349,233 _____.

WHEREAS, the Willowbrook Village Board _____ has reviewed the cost estimate and determined that the adoption of an early BOARD, COUNCIL, ETC. retirement incentive is in the best interests of the Village of Willowbrook _____; therefore be it

EMPLOYER NAME

RESOLVED by the Willowbrook Village Board _____ of Village of Willowbrook _____ that:

(1) The Village of Willowbrook _____ does hereby adopt the Illinois Municipal Retirement Fund
EMPLOYER NAME

early retirement incentive program as provided in Section 7-141.1 of the Illinois Pension Code. The early retirement incentive program shall take effect on July 1, 2018.

DATE

(2) In order to help achieve a true cost savings, an employee who retires under the early retirement incentive program shall lose those incentives if he or she later accepts employment with any IMRF employer in any position. (Exception: employee can hold an elected position if he/she chooses to not participate in IMRF and the pension is not based on any service earned in that position during any term of office.)

(3) In order to utilize an early retirement incentive as a budgeting tool, the Village of Willowbrook _____

EMPLOYER NAME

will use its best efforts either to limit the number of retiring employees replaced or to limit the salaries paid to the replacement employees.

(4) The effective date of each employee's retirement under this early retirement incentive program shall be set by

Village of Willowbrook _____ and shall be no earlier than the effective date of the program and no later than one year after
EMPLOYER NAME

that effective date; except that the employee may require that the retirement date set by the employer be no later than the June 30 next occurring after the effective date of the program and no earlier than the date upon which the employee qualifies for retirement.

(5) To be eligible for the early retirement incentive under this Section, the employee must have attained age 50 and have at least 20 years of creditable service by his or her retirement date; and

(6) As of the date of the adoption of this Resolution, the Willowbrook Village Board _____ is () is not (✓) aware of the
BOARD, COUNCIL, ETC.
pending dissolution of Village of Willowbrook _____.

EMPLOYER NAME

(Note: Failure to disclose a potential dissolution shall void this Resolution. If the Board, Council, etc. is aware of the pending dissolution of the IMRF employer, then the successor unit(s) of local government must approve the adoption of the early retirement incentive in order for this Resolution to be effective. If there is no successor, submit your resolution for approval from the IMRF Board of Trustees.)

(7) The Village Clerk _____ shall promptly file a certified copy of this resolution (ordinance) with the
CLERK OR SECRETARY

Board of Trustees of the Illinois Municipal Retirement Fund.

CERTIFICATION

I, Leroy R. Hansen _____ the Village Clerk _____ of the

NAME CLERK OR SECRETARY
Village of Willowbrook _____ of the County of DuPage _____, State of Illinois, do hereby

EMPLOYER NAME COUNTY

certify that I am the keeper of the books and records of the Village of Willowbrook _____ and that the foregoing is a true and

EMPLOYER NAME

correct copy of a resolution (ordinance) 18-R- ORDINANCE
duly adopted by the Willowbrook Village Board _____ at a meeting

BOARD, COUNCIL, ETC.

duly convened and held on the 23rd day of April, 2018.

If applicable, I further certify that this Resolution has been submitted to the successor unit(s) of local government and that said unit(s) of local government has/have adopted a resolution approving the adoption of the early retirement incentive for

Village of Willowbrook _____.

EMPLOYER NAME

A copy of the approval resolution is attached hereto.

SEAL

CLERK OR SECRETARY OF THE BOARD

IMRF

2211 York Road Suite 500 Oak Brook, IL 60523-2337

Employer Services Representatives 1-800-728-7971 Fax: (630) 706-4289

www.imrf.org



**Actuarial Analysis of
The Potential Effect of
IMRF's Early Retirement Incentive Program
For
05542 - VILLAGE OF WILLOWBROOK
(Regular Members)**

1 Year Window Beginning

7/1/2018

IMRF Retirement Incentive 5-Year Window Program

Actuarial Analysis for

05542 - VILLAGE OF WILLOWBROOK

(Regular Members)

Summary of Valuation Results and Input Variables

Window Period: 07/01/2018 Through 07/01/2019

<u>EMPLOYEES AFFECTED BY WINDOW *</u>	
1. Presently eligible to retire with full or reduced benefits	
a. Number	3
b. Annual Payroll	\$223,980
2. Number newly eligible to retire	
a. Number	1
b. Annual Payroll	\$190,907
<u>INPUT VARIABLES</u>	
3. Employees presently eligible to retire, who	
a. Would have retired without this window	0
b. Are induced to retire during this window **	3
4. Employees newly eligible to retire who are induced to retire during window period **	1
5. Total number assumed to retire during window period: (3a) + (3b) + (4)	4
6. Total across-the-board pay increase since 12/31/2016	2.50%

* Persons covered by Elected County Official benefit provisions with this employer were not included in this study.

** Inducement to retire is consistent with the assumptions for the Reserve Transfer Program.

IMRF Retirement Incentive 5-Year Window Program

Actuarial Analysis for

05542 - VILLAGE OF WILLOWBROOK

(Regular Members)

Summary of Valuation Results

Window Period: 07/01/2018 Through 07/01/2019

<u>IMRF COSTS</u>							
1. Unpaid ERI Liability Exists? (See Note Below)		No					
2. Additional Liability Created by Window		941,009					
3. Schedule of Increase in Employer Contribution to IMRF based on indicated amortization of liability increase							
		Amortization Years					
		5 Years	6 Years	7 Years	8 Years	9 Years	10 Years
First Year		210,158	178,366	155,690	138,712	125,532	115,010
Second Year		217,513	184,609	161,140	143,567	129,925	119,036
Third Year		225,126	191,070	166,779	148,592	134,473	123,202
Fourth Year		233,006	197,758	172,617	153,792	139,179	127,514
Fifth Year		241,161	204,679	178,658	159,175	144,051	131,977
Sixth Year			211,843	184,911	164,746	149,092	136,596
Seventh Year				191,383	170,512	154,311	141,377
Eighth Year					176,480	159,712	146,325
Ninth Year						165,302	151,447
Tenth Year							156,747
Total Estimate Cost		1,126,964	1,168,325	1,211,179	1,255,578	1,301,577	1,349,233
First Year							

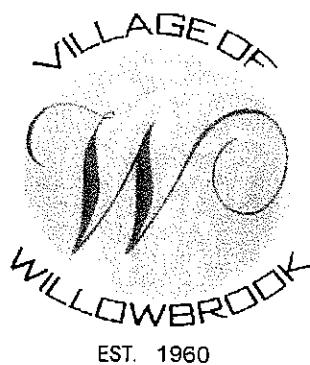
NOTE:

An employer cannot adopt an ERI program until the cost of a previous ERI program is paid in full. A resolution adopting ERI with an effective date prior to the pay-of date is void. Call 1 800 ASK IMRF and ask to speak with Corey Lockwood, Employer Account Analyst, to request a written confirmation of the current balance.

IMRF Retirement Incentive 5-Year Window Program
Actuarial Analysis for
05542 - VILLAGE OF WILLOWBROOK
(Regular Members)
Window Period: 07/01/2018 Through 07/01/2019

Individual Member Results

Name	ID No.	New Salary	Lump Sum Wages	Total Service	ERI Cost
HAHN, DEBORAH	XXXXX1909	63,582.80	6,932.00	32.67	132,169.30
HALIK, TIMOTHY	XXXXX0753	190,907.28	28,000.00	32.00	420,132.53
KUFRIN, JANET	XXXXX4319	78,250.55	12,000.00	32.92	186,760.89
STUCHL, CYNTHIA	XXXXX4064	82,146.58	13,000.00	26.92	201,946.75
Total		414,887.20	59,932.00		941,009.47



Willowbrook

6h

835 Midway Drive
Willowbrook, IL 60527-5549

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

March 28, 2018

Mayor

Frank A. Trilla

BORSE INDUSTRIES, INC.
7409 S QUINCY ST
WILLOWBROOK, IL 60527-5521

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Robert Schaller

Director of Finance

Carrie Dittman

Re: Account 410040.000

PIN #:

Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 1,134.12. 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 April 23, 2018, 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.

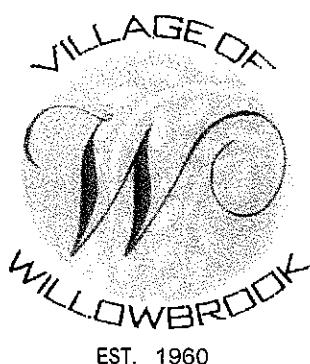
If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215 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





Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

March 28, 2018

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Robert Schaller

Director of Finance

Carrie Dittman

BORSE INDUSTRIES, INC.

7409 S QUINCY ST
WILLOWBROOK, IL 60527-5521

Re: Account 410430.000

PIN #:

Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 174.85. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before April 23, 2018, 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.

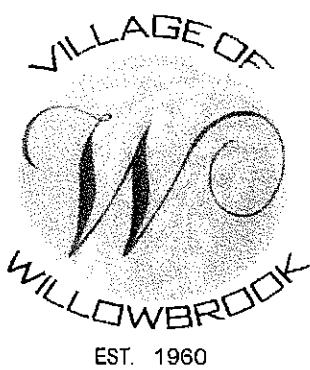
If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215 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





Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

March 28, 2018

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Robert Schaller

Director of Finance

Carrie Dittman

DIAMOND BASEBALL ACADEMY

7850 S QUINCY ST
WILLOWBROOK, IL 60527-5534

Re: Account 410195.002

PIN #:

Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 445.83. 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 April 23, 2018, 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.

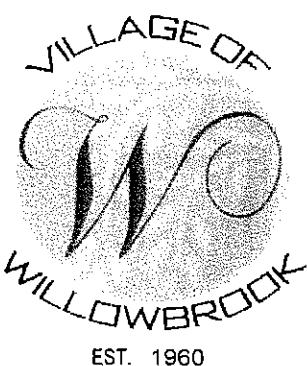
If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215 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





Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

March 28, 2018

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Robert Schaller

Director of Finance

Carrie Dittman

SCHWERTFEGER, GEORGE

6306 MARTIN DR
WILLOWBROOK, IL 60527-5328

Re: Account 250075.000

PIN #:

Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 205.71. 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 April 23, 2018, 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.

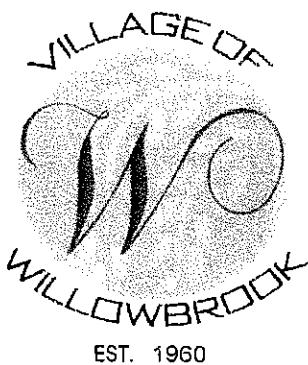
If you have any questions concerning your water bill, or if you wish to arrange a hearing before the Mayor and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 835 Midway Drive, Willowbrook, IL 60527 or call 630-323-8215 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





Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

EST. 1960

March 28, 2018

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Robert Schaller

Director of Finance

Carrie Dittman

ZENNER, RICHARD
125 WATERFORD DR
WILLOWBROOK, IL 60527-5458

Re: Account 250850.001
PIN #: XXXXXXXXXX
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 168.22. 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 April 23, 2018, 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.

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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,

A handwritten signature in black ink that reads "T. J. Halik".

Timothy J. Halik
Director of Municipal Services



VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: MOTION – BOARD ADVICE AND CONSENT OF MAYOR’S RE-APPOINTMENTS OF MEMBERS OF THE PARKS & RECREATION COMMISSION	AGENDA NO. 6i AGENDA DATE: <u>4/23/18</u>
<p>STAFF REVIEW: Tim Halik, Village Administrator SIGNATURE: <u>TS Halik</u></p> <p>LEGAL REVIEW: Thomas Bastian, Village Attorney SIGNATURE: <u>THOMAS BASTIAN TH.</u></p> <p>RECOMMENDED BY: Frank A. Trilla, Mayor SIGNATURE: <u>Frank Trilla/ez</u></p>	
REVIEWED & APPROVED BY COMMITTEE: YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	

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

On April 9, 2018, the Village Board passed Ordinance No. 18-O-10 reducing the number of members on the Village Parks & Recreation Commission from nine (9) to seven (7). Therefore, moving forward, three (3) members will be appointed in April 2018 and will serve terms to expire in 2020, and four (4) members will be appointed in April 2019 and will serve terms to expire in 2021.

At the present time, Mayor Trilla hereby makes the following re-appointments to be confirmed by the Village Board of Trustees:

Park & Recreation Commission (2 Year Term, Total 7 members)		
Name	Appointment Status:	Term Expires:
Laurie Landsman	Re-Appointment	4/30/2020
Lorraine Grimsby	Re-Appointment	4/30/2020
Robert Pionke	Re-Appointment	4/30/2020

ACTION PROPOSED:

Approve a Motion confirming the above re-appointments.

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

6j

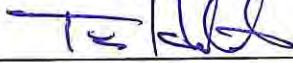
ITEM TITLE:

Motion to Approve – 2017 Motor Fuel Tax (MFT) Roadway Maintenance Program: Payout #3 – Final Payment – M&J Asphalt Paving Company, Inc.

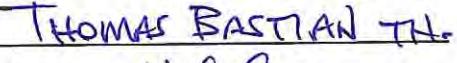
AGENDA NO.

AGENDA DATE: 4/23/18

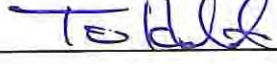
STAFF REVIEW: Tim Halik,
Village Administrator

SIGNATURE: 

LEGAL REVIEW: Tom 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, OTHER HISTORY)

At its regular meeting on June 12, 2017, the Village Board approved a contract with M&J Asphalt Paving Company, Inc. to complete the 2017 Motor Fuel Tax (MFT) Roadway Maintenance Program. This year's Motor Fuel Tax (MFT) Roadway Maintenance Program included the resurfacing of 1.14 miles of roadways within the Waterford Subdivision, full-depth patching on various streets throughout the Village, replacement of defective concrete curb and pedestrian sidewalks, and replacement of worn pavement markings. After all required paperwork, insurance and bond certificates were submitted, a notice to proceed with the project was issued by the Village and the work commenced.

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

The work is now fully complete, and the contractor has submitted a request for release of the final payment. The following is a breakdown of the project costs to date:

(ORIGINAL CONTRACT AWARD: \$144,991.88)

Final Invoice, based on quantities used: \$170,235.32

Invoice #1 amount (approved 9/25/17): \$138,444.95

Invoice #2 amount (approved 10/23/17): \$14,766.84

Payout #3 (Final) Request: \$17,023.53

The payout request was reviewed and approved by the Village's civil engineering consultant.

Staff would recommend that the Mayor and Board of Trustees authorize Payout #3 – Final Payment to M&J Asphalt Paving Company, Inc. in the amount of \$17,023.53. Final lien waivers and Certified Payroll Reports must be submitted prior to release of the payment check. The authorized payment amount would be expended from the following fund:

FUND	ACCOUNT	DESCRIPTION	BUDGET REMAINING
MFT	04-56-430-684	Street Maintenance Contract	\$64,738.00

ACTION PROPOSED:

Approve motion.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

April 3, 2018

Village of Willowbrook
835 Midway Drive
Willowbrook, Illinois 60527

RECEIVED

APR - 3 2018

VILLAGE OF
WILLOWBROOK

Attention: Tim Halik

Subject: 2017 MFT Road Program – Pay Request No. 3 and Final
(CBBEL Project No. 90-144 H192)

Dear Tim:

As requested we have reviewed Pay Request No. 3 and Final, dated March 30, 2018, from M&J Asphalt Paving Company, Inc. for the work performed. Work included milling, resurfacing, sidewalk replacement, patching, and thermoplastic pavement striping.

Total Work Completed	\$170,235.32
Less Pay Request No. 1 & 2	\$153,211.79
Pay Request No. 3 and Final	\$17,023.53

We have verified the invoiced quantities and quality of work and therefore, it is our opinion that it would be appropriate for the Village to pay the invoice in the amount of \$17,023.53.

If you have any questions or would like to further discuss this letter, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Martin Bojovic'.

Martin Bojovic, PE, CFM
Municipal Engineer



- INVOICE -

RECEIVED

APR - 2 2018

VILLAGE OF
WILLOWBROOK

Asphalt Paving & Patching • Concrete Installation & Repair • Sealcoating • Striping • Excavating • Decorative Paving • Snow & Ice Control

M & J ASPHALT PAVING COMPANY, INC.

3124 S. 60th COURT
CICERO, ILLINOIS 60804

Suburbs 708/222-1200 · Chicago: 773/582-3555 · FAX 708/222-1213
www.mjasphaltpaving.com

INVOICE DATE	CUSTOMER NO.	INVOICE NUMBER
March 30, 2018	2017-0785	
P.O. NUMBER	WORK ORDER NO.	SHIP DATE

TO: Village of Willowbrook
835 Midway Drive
Willowbrook, Illinois 60527

JOB SITE: Village of Willowbrook
2017 MFT Road Program
Various Streets
Section No. 17-00000-01-GM

ESTIMATE No. 3 & FINAL



PAGE 1 of 1

Asphalt Paving & Patching • Concrete Installation & Repair • Sealcoating • Striping • Excavating • Decorative Paving • Snow & Ice Control

Village of Willowbrook
2017 MFT Road Program

Various Streets

Section No. 17-00000-01-GM

March 30, 2018

Estimate #3 & FINAL

ITEM	QUANTITY	UNIT PRICE	AMOUNT
40300100 Bituminous Materials (Tack Coat)	3,213.00 lbs.	0.01	\$ 32.13
40603335 Hot-Mix Asphalt Surface Course, Mix D, N50, 1-1/2 in.	667.78 TON	70.50	\$ 47,078.49
42400200 Portland Cement Concrete Sidewalk, 5 in.	3,260.85 S.F.	6.00	\$ 19,565.10
42400800 Detectable Warnings	156.00 S.F.	25.00	\$ 3,900.00
44000500 Combination Curb and Gutter Removal	660.35 Foot	10.00	\$ 6,603.50
44000600 Sidewalk Removal	3,260.85 S.F.	2.00	\$ 6,521.70
70102620 Traffic Control & Protection, Standard 701501	1.00 L.S.	6,500.00	\$ 6,500.00
78000100 Thermoplastic Pavement Marking - L & S	127.00 S.F.	8.00	\$ 1,016.00
78000200 Thermoplastic Pavement Marking, Line 4 in.	4,840.00 Foot	1.30	\$ 6,292.00
78000400 Thermoplastic Pavement Marking, Line 6 in.	476.00 Foot	1.95	\$ 928.20
78000500 Thermoplastic Pavement Marking, Line 8 in.	0.00 Foot	3.90	\$ -
78000650 Thermoplastic Pavement Marking, Line 24 in.	345.00 Foot	7.80	\$ 2,691.00
X0327979 Pavement Marking Removal - Grinding	87.00 S.F.	0.60	\$ 52.20
N/A Combination Concrete Curb & Gutter, Type M-6.12 Abutting Existing Pavement (Special)	660.35 Foot	30.00	\$ 19,810.50
N/A Hot-Mix Asphalt Surface Removal, 1-1/2 in. (Special)	3,181.00 S.Y.	2.25	\$ 7,157.25
N/A Class D Patches, 3 in. Surface (Special)	1,529.23 S.Y.	25.00	\$ 38,230.75
N/A Class D Patches, 6 in. (Special)	85.70 S.Y.	45.00	\$ 3,856.50
Estimate #3 & FINAL TOTAL			\$ 170,235.32

Less <u>0%</u> Retention	\$ -
Subtotal	\$ 170,235.32
Amount Received	\$ 153,211.79
Amount Due Estimate #3 & FINAL	\$ 17,023.53

FINAL WAIVER OF LIEN

STATE OF ILLINOIS
COUNTY OF COOK

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by
to furnish
for the premises known as
of which

VILLAGE OF WILLOWBROOK

ASPHALT & CONCRETE
2017 MFT ROAD PROGRAM

Gty# _____
Loan # _____

is the owner.

THE undersigned, for and in consideration of **Seventeen Thousand Twenty Three & 53/100**
(\$ **17,023.53**) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby
waive and release any and all lien or claim of, or right to, lien under the statutes of the State of Illinois, relating to mechanics' liens, with respect to
and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the
moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or
machinery, furnished to this date by the undersigned for the above-described premises.

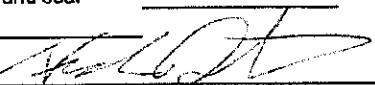
Given under **MY**
30th

hand
day of

and seal

this

March , 2018

Signature and Seal: 

Nick Distasio, Vice President

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer
signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF COOK

TO WHOM IT MAY CONCERN:

THE undersigned being duly sworn, deposes and says that he(she) is **Nick Distasio, Vice President**
of the **M & J ASPHALT PAVING COMPANY, INC.**

who is the contractor for the **ASPHALT & CONCRETE** work on the building
located at **2017 MFT ROAD PROGRAM**
owned by **VILLAGE OF WILLOWBROOK**

That the total amount of the contract including extras is **\$ 170,235.32** on which he(she) has received payment of
\$ **153,211.79** prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished
material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering
into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material
required to complete said work according to plans and specifications.

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
M & J Asphalt Paving Company, Inc.	Asphalt & Concrete	\$103,867.08	\$86,843.55	\$17,023.53	\$0.00
Mark-It Corporation	Thermoplastic	\$9,332.90	\$9,332.90	\$0.00	\$0.00
K-Five Construction	Asphalt Material	\$45,319.34	\$45,319.34	\$0.00	\$0.00
Ozinga	Concrete Material	\$11,716.00	\$11,716.00	\$0.00	\$0.00
TOTAL LABOR AND MATERIAL TO COMPLETE		\$170,235.32	\$153,211.79	\$17,023.53	\$0.00

*This waiver does not become effective until all checks given in consideration hereof have been honored and paid in full.

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done
or to be done upon or in connection with said work other than above stated.

Signed this

30th

day of

March , 2018

Signature: 

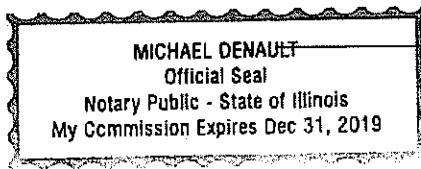
Nick Distasio, Vice President

Subscribed and sworn to before me this

30th

day of

March , 2018



Michael Denault
NOTARY PUBLIC

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: Receive Plan Commission Recommendation – Public Hearing 17-03: Consideration of a petition for approval of a Special Use Permit for a Planned Unit Development with a Pet Cemetery Use, including certain relief, exceptions and variations from Title 9 and Title 10 of the Village Code; a petition for a rezoning of one (1) parcel from R-1A to R-1; approval of a Final Plat of Subdivision; and approval of a Preliminary and Final Plat of PUD. – Bill Remkus, property south of 63 rd Street, between Western Avenue and Bentley Avenue, Willowbrook, IL.	AGENDA NO. 6k
STAFF REVIEW: Natalie Zine, Planning Consultant LEGAL REVIEW: Tom Bastian, Village Attorney RECOMMENDED BY: Tim Halik, Village Administrator	AGENDA DATE: <u>04/23/18</u>
REVIEWED & APPROVED BY COMMITTEE: YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	
ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY) The Hinsdale Animal Cemetery has existed since 1926. The cemetery was annexed into the Village in 1980 and zoned R-1 with a special use to permit the continued use of the property for "certain detached single-family dwelling units, a landscaping and snow removal business and in part as a pet cemetery." (Ordinance 80-O-51).	
ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.) The Applicant Bill Remkus is proposing a Special Use Permit for a Planned Unit Development with a Pet Cemetery Use, including certain relief, exceptions and variations from Title 9 and Title 10 of the Village Code; a rezoning of one (1) parcel from R-1A to R-1; a Final Plat of Subdivision and a Preliminary and Final Plat of PUD for the Subject Property as legally described in Attachment 1. Mr. Remkus already owns the subject property, most of which has already been granted a special use permit for a pet cemetery use. The exception is Lot 3 of the 98' Remkus Resubdivision which does not currently have a special use. That property is also the only property within the PUD that is currently zoned R-1A. The applicant is requesting a rezoning for that parcel so that the special use may be extended to include that parcel and also to create planned development with one cohesive underlying zoning district. It was recommended by the Village that Mr. Remkus petition for a planned unit development for the entirety of his property to allow for more flexible and efficient development of the land. Mr. Remkus is not requesting any substantial change in the land use or intensity. Rather, the planned unit development will allow him to expand his business and construct a few new buildings as they are needed for additional office/storage space. Summary of Requests: <ol style="list-style-type: none">1. Special Use Permit for a Planned Unit Development w/ a Pet Cemetery Use including certain relief, exceptions, and waivers Title 9 and Title 10 of the Village Code2. Consolidation/Resubdivision of the Subject Property3. Map Amendment and Rezoning of original "Remkus Resubdivision Lot 3" and a portion of "Remkus Resubdivision Lot 4" from R1-A to R-1 The Plan Commission discussed Mr. Remkus' petition at the April 4, 2018, regular meeting of the Plan Commission and voted a unanimous vote of 5-0 of the members present to forward a positive recommendation to the Village Board. Commissioner Bill Remkus recused himself for this case. ACTION PROPOSED: Receive Plan Commission Recommendation.	



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Robert J. Pavelchik, Jr.

Director of Finance

Carrie Dittman

MEMORANDUM

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

MEMO FROM: Dan Kopp, Chairman, Plan Commission

DATE: April 18, 2018

SUBJECT: **Zoning Hearing Case 17-03:** Bill Remkus, property south of 63rd Street, between Western Avenue and Bentley Avenue in Willowbrook, Illinois. Consideration of a Special Use Permit for a Planned Unit Development with a Pet Cemetery Use.

At the regular meeting of the Plan Commission held on April 4, 2018, the above referenced application was discussed and the following motion was made:

MOTION: Made by Ruffalo and seconded by Kaucky that based on the submitted petition and testimony provided, I move that the Plan Commission approve and adopt the Standards for Special Use outlined in the Staff Report prepared for PC 17-03 for the April 4, 2018 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of a Special Use Permit for a Planned Unit Development with a Pet Cemetery Use, including certain relief, exceptions and variations from Title 9 and Title 10 of the Village Code; the rezoning of one (1) parcel from R-1A to R-1; the Final Plat of Subdivision and the Preliminary and Final Plat of PUD for the Subject Property as legally described in Attachment 1, subject to the "Conditions of Approval" listed in the Staff Report prepared for PC 17-03 for the April 4, 2018 Plan Commission meeting.

ROLL CALL: AYES: Chairman Kopp, Commissioners Kaucky, Ruffolo, Walec, and Soukup
NAYS: None
ABSENT: Vice Chairman Wagner
RECUSED: Commissioner Remkus

MOTION DECLARED CARRIED

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

DK:nz



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FINDINGS OF FACT

Standards & Findings for a Special Use

The Willowbrook Zoning Ordinance establishes seven (7) standards for a Special Use Permit that must be evaluated by the Plan Commission and Village Board. Recommendations may include conditions of approval if appropriate to mitigate any negative impacts created by the Special Use Permit. Pursuant to Section 9-14-5 of the Zoning Regulations of the Village of Willowbrook, The Standards for Special Use Permits are as follows:

9-14-5.2: 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 Hinsdale Animal Cemetery development will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare of the community. The proposed development will add office space, storage areas, and additional crematory services that will minimally change the use of the current property.

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

Finding: The proposed Hinsdale Animal Cemetery development will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The proposed development will add office space, storage areas, and additional crematory services that will minimally change the use of the current property.

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

Finding: The proposed Hinsdale Animal Cemetery development will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. The proposed



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development does not change the use of the existing property and is allowed in the R-1 zoning.

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

Finding: Adequate utilities, access roads, drainage and/or other necessary facilities will be provided within this development. There are field tiles running through the property which provide drainage. Also, as buildings are added, Stormwater management facilities will be incorporated to meet the DuPage County Stormwater and Flood Plain ordinance. No additional utilities will be required as the additions will be served through the existing buildings. Access to the site will remain from both Western Avenue and Bentley avenue. There are no additional access roads proposed.

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

Finding: Ingress and egress to the proposed Hinsdale Animal Cemetery development will remain from both Western Avenue and Bentley Avenue. This development will not impact to the surrounding roadways since no additional trips will be generated from the proposed additions.

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

Finding: The Hinsdale Animal Cemetery development is proposed to be a Planned Unit Development – R1. The Animal Cemetery is allowed under the R1 Zoning.

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

Finding: There have been no substantial changes in the surrounding area, nor has there been any denial by the Village Board of any prior application for a special use permit on the project site within the past year.



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Standards for a Planned Unit Development

The Willowbrook Zoning Ordinance establishes seven (7) findings of fact for a Planned Unit Development that must be evaluated by the Plan Commission and Village Board. Recommendations may include conditions of approval if appropriate to mitigate any negative impacts created by the Planned Unit Development. Pursuant to Section 9-13-7 of the Zoning Regulations of the Village of Willowbrook, The Findings for Planned Unit Developments are as follows:

9-13-7: Findings:

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

Finding: The proposed Hinsdale Animal Cemetery development will add office space, storage areas, additional crematory processing, and packaging services that will minimally change the use of the current property. "Pet cemeteries" are allowed as a special use in the R-1 Zoning district.

(B) The extent to which the proposed plan meets the requirements and standards of the planned unit development regulations. (Ord. 97-O-05, 1-27-1997)

Finding: The proposed Hinsdale Animal Cemetery development will meet the requirements for comprehensive plan, size and ownership, compatibility, storm water management facilities, yards, traffic, preservation standards, design standards, uses for PUD's greater than five acres, and other standards.

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

Finding: The proposed Hinsdale Animal Cemetery development will not meet the requirement for space between buildings, which is an existing condition. The parking requirement will also not be met but it is our belief that parking has never been an issue and the proposed uses will not add need for additional parking.



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

Finding: The proposed Hinsdale Animal Cemetery development will maintain access to the site from both Western Avenue and Bentley Avenue. There are no additional access roads proposed. The Hinsdale Animal Cemetery plans to preserve as much open space as possible in order to maintain the tranquil and peaceful ambiance of the existing grounds and the sanctuary this provides for visitors, clients and neighbors alike.

(E) The relationship and compatibility of the proposed plan to the adjacent properties and neighborhood. (Ord. 75-O-3, 3-10-1975)

Finding: The proposed Hinsdale Animal Cemetery development will not be injurious to the use and enjoyment of other properties in the immediate vicinity for the purposes already permitted. The proposed development does not change the use of the existing property and is allowed in the R-1 zoning district as a special use.

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

Finding: The proposed Hinsdale Animal Cemetery development will not substantially diminish and impair property values within the neighborhood as it has maintained its use since 1926. The proposed development will add office space, storage areas, and additional crematory services that will not change the use of the current property.

(G) The conformity with the intent and spirit of the current planning objectives of the village. (Ord. 97-O-05, 1-27-1997)

Finding: The proposed Hinsdale Animal Cemetery development does not change the use of the existing property and is allowed in the R-1 zoning district as a special use. The proposed Hinsdale Animal Cemetery has been in the Remkus family since 1950 and is now in its 4th generation of family operation. They strive to maintain great relations with the Village of Willowbrook.



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Village of Willowbrook
Staff Report to the Village Board

Village Board (Receive):	April 23, 2018		
Village Board (Vote):	May 14, 2018		
Plan Commission Date:	April 4, 2018		
Prepared By:	Natalie Zine, Planning Consultant		
Case Title:	Hinsdale Animal Cemetery PUD		
Petitioner:	Bill Remkus, 6415 Western Ave, Willowbrook, IL 60527.		
Action Requested:	Consideration of a petition for a Special Use Permit for a Planned Unit Development with an Animal Cemetery use, to rezone a portion of the subject property from the R-1A Zoning District to the R-1 Zoning District, for approval of a Preliminary Plat of PUD, for approval of a Final Plat of Subdivision, and for consideration of other such relief, exceptions, and variations from Title 9 and Title 10 of the Village Code.		
Purpose:	To allow the petitioner (Mr. Bill Remkus) to expand his Animal Cemetery business and to improve his property with new buildings and site modifications.		
Location:	South of 63 rd Street, East of Western Avenue.		
PINs:	09-22-201-001, 09-22-201-004, 09-22-201-005, 09-22-201-010, 09-22-201-011, 09-22-201-013, 09-22-201-021, 09-22-201-022		
Existing Zoning:	R-1 Residential and R-1A Residential		
Proposed Zoning:	R-1 Residential		
Existing Land Use:	Pet Cemetery		
Property Size:	10.02 Acres		
Surrounding Land Use:	Use		Zoning
North	Single Family Residential		R-1
South	OUTSD. & Single Family Residential		R-1, R-2
East	Single Family Residential		R-1, R-2
West	Single Family Residential		R-1, R-2

Necessary Action by Village Board: Receive Plan Commission Recommendation.



Documents Attached:

1. Legal Description
2. Hinsdale Animal Cemetery Site Plan, dated 2-14-17, 1 sheet
3. Hinsdale Animal Cemetery Preliminary and Final PUD Plat, dated 12-14-17, 1 sheet
4. Hinsdale Animal Cemetery Final Plat of Subdivision, dated 2-12-18, 2 sheets
5. Hinsdale Animal Cemetery Architectural Plans, dated 6-3-17, 2 sheets
6. Hinsdale Animal Cemetery Final Engineering Plans, dated 2-13-18, 6 sheets

Site Description

The subject property is located at 6400 Bentley Avenue, in Willowbrook, IL. The total site consists of a total of 10.02 acres. It is situated south of 63rd Street and is bordered by Bentley Avenue on the east and Western Avenue on the west. The property is zoned R-1 and R-1A Single Family Residential and is surrounded by properties also located in the R-1, R-1A, or R-2 Single Family Residential Districts to the north, east, west, and south, as well as unincorporated property to the south. The subject property is located within various subdivisions as illustrated in exhibit 3.

Exhibit 1: Location Map (N^A)





Exhibit 2: Zoning Map

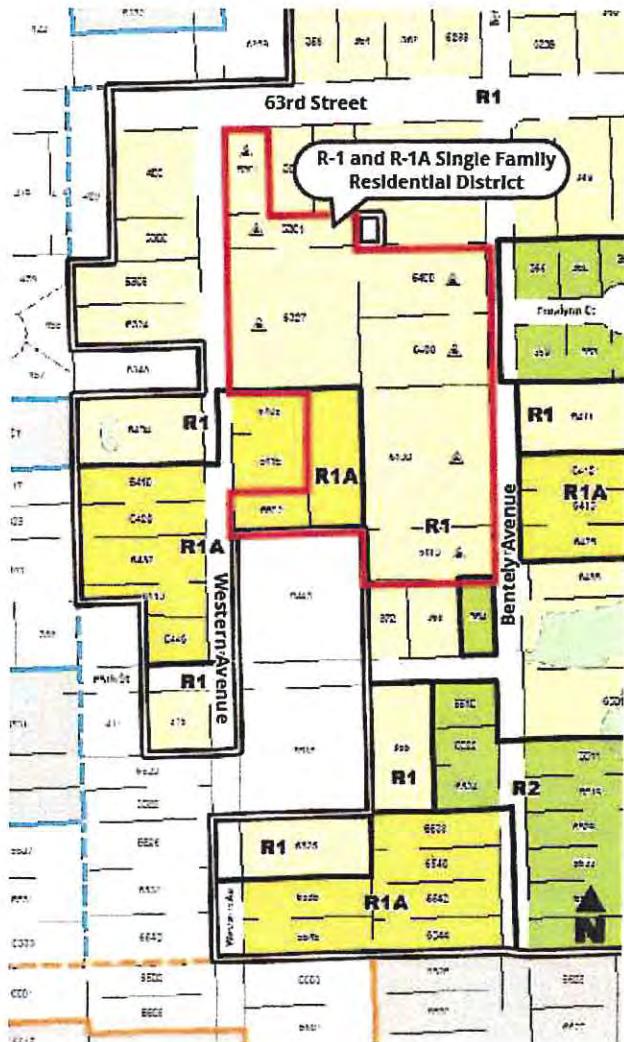


Exhibit 3: Subdivision Map



Table 1: Properties Included in the Hinsdale Animal Cemetery

PIN	Acreage	General Description	Brief Legal Description
09-22-201-001	0.46	Fire Station Property w/ Bldg.	DARROWS RESUB, Lot 3
09-22-201-004	0.57	Fire Station Property	DARROWS RESUB, Lot 4
09-22-201-005	2.27	Garage	RICHLFIELD FARMSITES, Lot 15
09-22-201-010	1.14	Cemetery	RICHLFIELD FARMSITES, Lot 2
09-22-201-011	1.14	Cemetery	RICHLFIELD FARMSITES, Lot 2
09-22-201-022	3.22	Main Cemetery Buildings	REMKUS RESUBDIVISION, Lot 4
09-22-201-013	0.83	Cemetery	RICHLFIELD FARMSITES, Lot 4
09-22-201-021	0.40	Property south of residences	REMKUS RESUBDIVISION, Lot 3



Request

The Applicant Bill Remkus is proposing a Special Use Permit for a Planned Unit Development with a Pet Cemetery Use, including certain relief, exceptions and variations from Title 9 and Title 10 of the Village Code; a rezoning of one (1) parcel from R-1A to R-1; a Final Plat of Subdivision and a Preliminary and Final Plat of PUD for the Subject Property as legally described in Attachment 1.

Mr. Remkus already owns the subject property, most of which has already been granted a special use permit for a pet cemetery use. The exception is Lot 3 of the 98' Remkus Resubdivision which does not currently have a special use. That property is also the only property within the PUD that is currently zoned R-1A. The applicant is requesting a rezoning for that parcel so that the special use may be extended to include that parcel and also to create planned development with one cohesive underlying zoning district.

It was recommended by the Village that Mr. Remkus petition for a planned unit development for the entirety of his property to allow for more flexible and efficient development of the land. Mr. Remkus is not requesting any substantial change in the land use or intensity. Rather, the planned unit development will allow him to expand his business and construct a few new buildings as they are needed for additional office/storage space.

Summary of Requests:

1. Special Use Permit for a Planned Unit Development w/ a Pet Cemetery Use including certain relief, exceptions, and waivers Title 9 and Title 10 of the Village Code
2. Consolidation/Resubdivision of the Subject Property
3. Map Amendment and Rezoning of original "Remkus Resubdivision Lot 3" and a portion of "Remkus Resubdivision Lot 4" from R1-A to R-1

Overview

Hinsdale Animal Cemetery was started in 1926. It has been in the Remkus family since 1950 and is now in its 4th generation of family operation. The Remkus family has lived on the grounds of the cemetery for over 70 years. The cemetery is the final resting place for over 30,000 pets of all breeds and species. In addition to burials, the cemetery services some of Chicagoland's best veterinarians by providing cremation services and memorial products to grieving families.

In pursuing the Planned Unit Development, Hinsdale Animal Cemetery intends to add space to complete memorial products and the post-cremation packaging process. Hinsdale Animal Cemetery plans to preserve as much open space as possible in order to maintain the tranquil and peaceful ambiance of the existing grounds and the sanctuary this provides for visitors, clients and neighbors alike. Mr. Remkus often sees the neighbors out for leisurely weekend strolls through the grounds with their families and pets and would like to keep this wonderful aspect of the cemetery intact. *"For 92 years, the cemetery has provided a wonderful place for grieving families while adding something historically invaluable to the village."*



Staff Analysis

History

As previously stated the Hinsdale Animal Cemetery has existed since 1926. The cemetery was annexed into the Village in 1980 and zoned R-1 with a special use to permit the continued use of the property for “certain detached single-family dwelling units, a landscaping and snow removal business and in part as a pet cemetery.” (Ordinance 80-O-51). The complete legislative history can be seen in Table 4.

The cemetery originally included all of original lots 2, 3, 14, and 15; and the north half of Lot 4 of the Richfield Farmsites subdivision. In 1998, the Petitioner filed an application for a subdivision and rezoning to subdivide Lots 3 and 14 into a new 4 lot subdivision with 3 lots fronting on Western, and a new Lot 4 to the rear, with frontage on Bentley to the east. In 1999 additional property (Lot 15 of Richfield Farmsites) was annexed into the Village and added to the Hinsdale Animal Cemetery property. And finally, in 2007 the Tri-State Fire building property was annexed into the Village and purchased by Mr. Remkus.

Table 2: Legislative History

Legislative History					
Date Approved	Ord. #	County Rec. #	Doc. Type	Brief Description	Summary
9/22/1980		R1980-79530		Annexation Agreement	(Pre-Annexation Agreement)
11/24/1980	80-O-50	R1980-79531	Ordinance	Annexation	An ordinance annexing property newly annexed to the Village of Willowbrook - George and Alice Remkus and William and Mae Dykema
	80-O-50				PLAT OF ANNEXATION
11/24/1980	80-R-29	R1980-79529	Resolution	Annexation Agreement	A resolution authorizing the President and Village Clerk to enter into a certain Annexation Agreement - George and Alice Remkus and William and Mae Dykema
11/24/1980	80-O-51	R1980-79532	Ordinance	Zoning	An ordinance zoning land newly annexed to the Village of Willowbrook, DuPage County, Illinois - George and Alice Remkus and Mae Dykema - 6400 block Western Avenue
5/11/1983	83-O-24		Ordinance	Variation	An ordinance granting a certain variation, William Remkus, 6415 Western
6/22/1998	98-O-20		Ordinance	Rezoning, Variation	An ordinance rezoning certain territory and granting certain variations from the subdivision regulations-6405 and 6415 western avenue -- Remkus Resubdivision
6/22/1998	98-R-28	R1998-164322	Resolution	Preliminary Plan & Plat	A resolution approving the Preliminary and Final Plats of Remkus Resubdivision - 6405 and 6415 Western Avenue
	98-R-28				PLAT OF RESUBDIVISION
1/25/1999	99-O-19	R1999-162721	Ordinance	Annexation	An ordinance annexing territory to the Village of Willowbrook - Western Avenue - South of the intersection of 63rd Street and Western Avenue
	99-O-19				PLAT OF ANNEXATION
12/13/1999	99-R-51	R2000-009600	Resolution	Plat of Easement	A resolution authorizing the President and Village Clerk to execute a certain Plat of Easement - 6301 S. Western Avenue
6/23/2003	03-O-15		Ordinance	Amend. to the Special Use	An ordinance amending Special Use Permit No. 80-51 as approved in Ordinance No. 80-O-51 - Hinsdale Animal Cemetery - 6327 Western Avenue
11/26/2007	07-O-31	R2007-213644	Ordinance	Annexation	An ordinance annexing territory to the Village of Willowbrook - Tri-State Fire Protection District
	07-O-31				PLAT OF ANNEXATION
11/26/2007	07-R-60	R2007-213643	Resolution	Annexation Agreement	A resolution authorizing the President and Village Clerk of the Village of Willowbrook to enter into a certain Annexation Agreement - Tri-State Fire Protection District

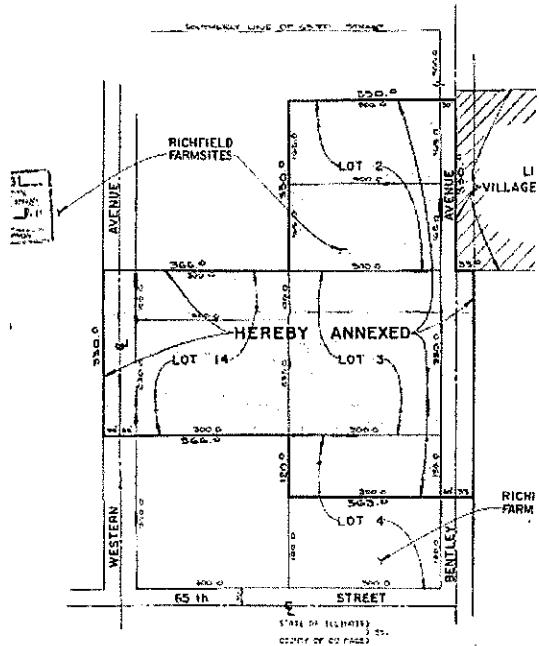


Annexation and Subdivision History – Hinsdale Animal Cemetery

11/24/1980

Exhibit 4: Ordinance 80-O-50 (R1980-79531)

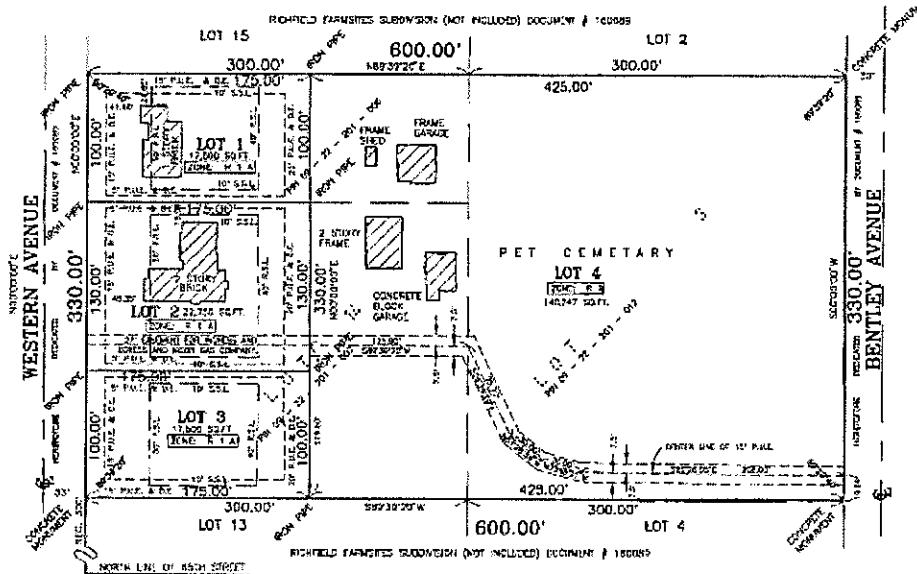
An ordinance annexing property newly annexed to the Village of Willowbrook - George and Alice Remkus and William and Mae Dykema



6/22/1998

Exhibit 5: Resolution 98-R-28 (R1998-164322)

A resolution approving the Preliminary and Final Plats of Remkus Resubdivision - 6405 and 6415 Western Avenue

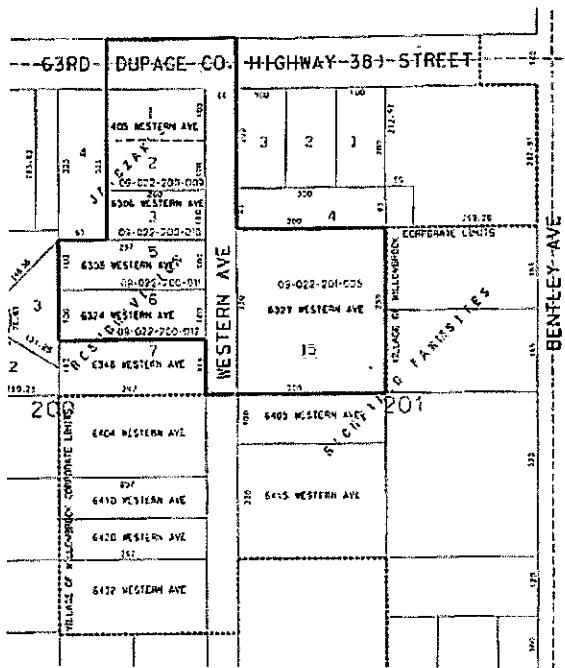




1/25/1999

Exhibit 6: Ordinance 99-O-19 (R1999-162721)

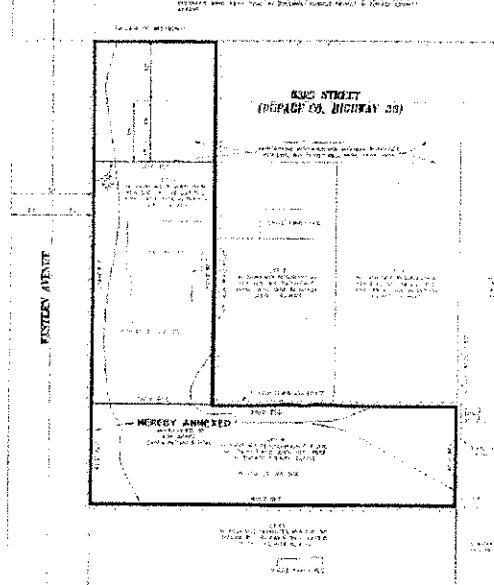
An ordinance annexing territory to the Village of Willowbrook - Western Avenue - South of the intersection of 63rd Street and Western Avenue



11/26/2007

Exhibit 7: Ordinance 07-O-31 (R2007-213644)

An ordinance annexing territory to the Village of Willowbrook - Tri-State Fire Protection District

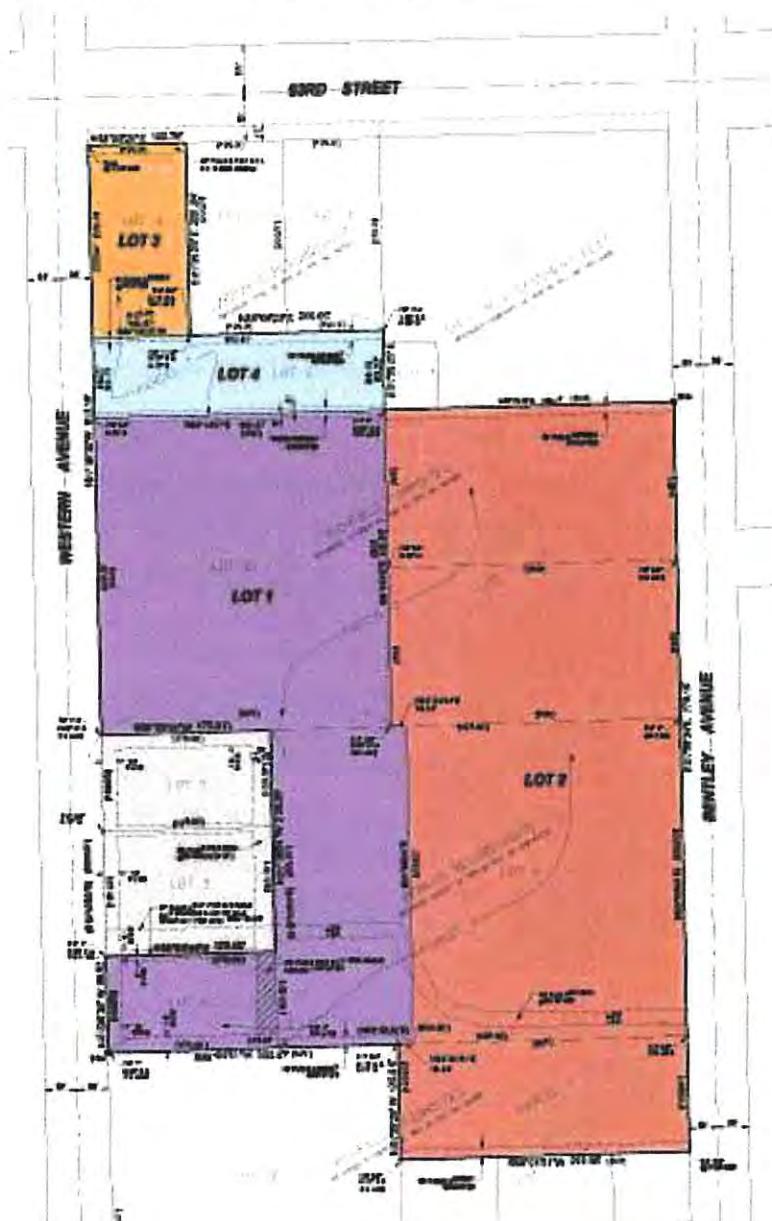




Plat of Subdivision/Consolidation

Due to the nature and location of proposed buildings per the Hinsdale Animal Cemetery PUD Plat, it was recommended that Mr. Remkus consolidate a few of the lots on his property to eliminate buildings being constructed over existing lot lines (building addition #3). The proposed resubdivision can be seen below. Note that the area in grey are Mr. Remkus' residential properties and are not included in the PUD. The applicant is also requesting that Section 10-3-4, Preliminary Plat, be varied to waive the prerequisite requirement of filing a preliminary plat of subdivision prior to the final plat subdivision.

Exhibit 8: New Plat of Resubdivision





Rezoning of Certain Property

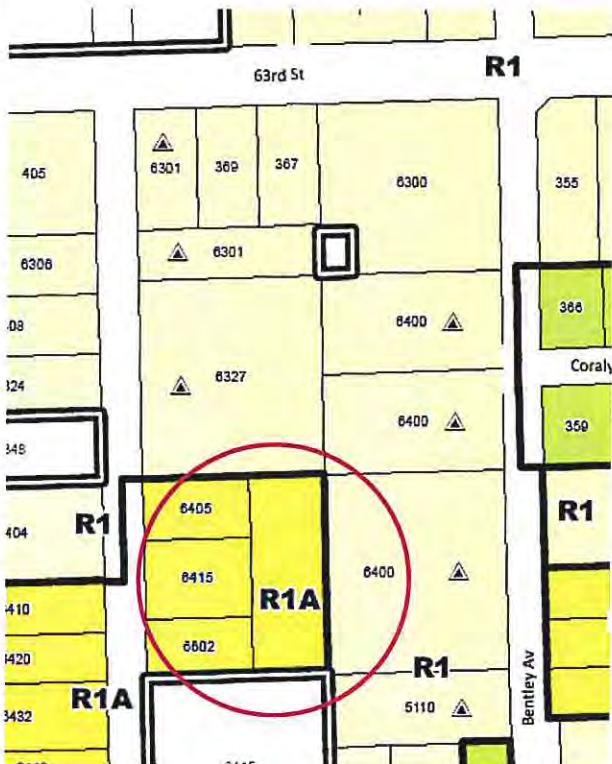
In addition to the rezoning "Remkus Resubdivision Lot 3" from R-1A to R-1. A portion of "Remkus Resubdivision Lot 4" was mistakenly zoned R-1A in 1998 and needs to be corrected.

In 1998, the Petitioner filed an application for a subdivision and rezoning. The preliminary and final plat document attached with the application correctly showed the legal description to subdivide Lots 3 and 14 into a new 4 lot subdivision ("Remkus Resubdivision") with 3 lots fronting on Western, and a new Lot 4 with frontage on Bentley to the east. The written legal description in the application form, however, listed a legal description of Lots 3 and 4 (instead of 14).

The application only listed one legal description for both the Plat of Subdivision and the rezoning, even though it's assumed the intent was only to rezone the new smaller residential lots from R-1 to R-1A and leave the larger lot to the east zoned R-1. The preliminary and final subdivisions plat was later approved by resolution with the correct legal description for the subdivision shown on the plats. The R-1A designation on this map was drawn with an eastern boundary that is offset to the west from the common lot line between lots 3 and 14.

Legal counsel has advised that it is necessary to correct the previous error in the legal description so that the actual zoning matches the original intent AND it is correctly depicted on the zoning map.

Exhibit 9: Rezoning of R-1A to R1





PUD with a Pet Cemetery Use

Appropriateness of Use

The majority of the subject property has been owned and run as a pet cemetery since its Annexation in 1980 and has been an asset to the community since. This PUD will not change the existing use of the Subject Property but rather allow the petitioner more flexibility in the development of the land as his business expands. Moreover, a Pet Cemetery is permitted as a Special Use in the R-1 Single Family district per section 9-5A-2 of the Zoning Ordinance. A planned until development for a pet cemetery is therefore an appropriate use.

Comprehensive Plan

According to the Comprehensive Land Use Map, the Subject Property is designated as low-density residential. A pet cemetery is in compliance with the comprehensive plan.

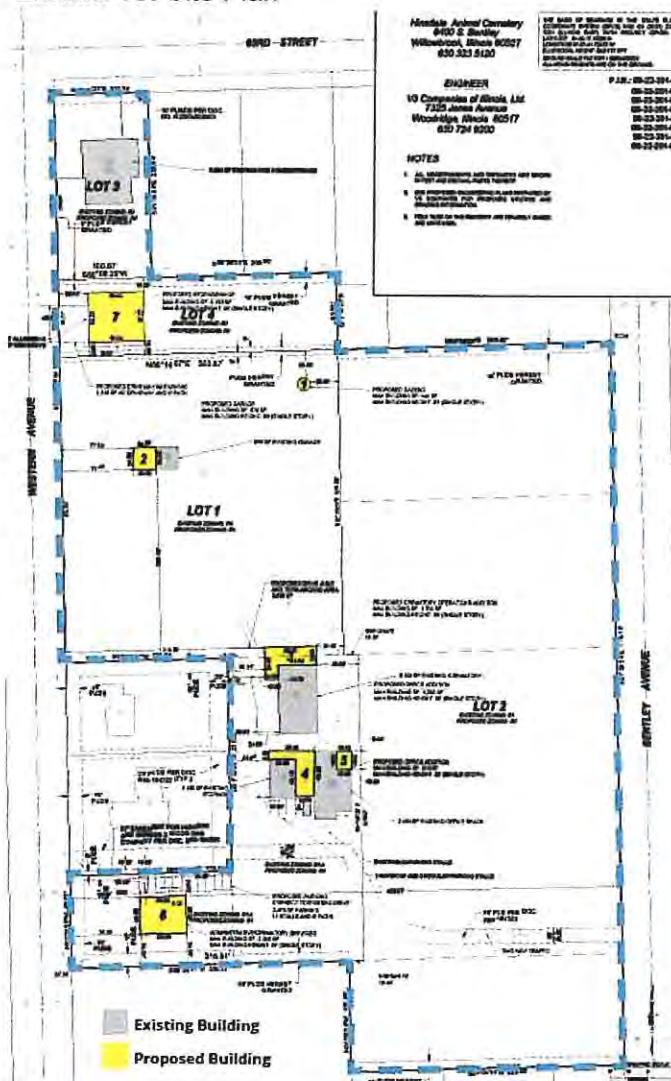
Site Plan Breakdown

The proposed site plan indicates:

- two (2) new buildings (Bldg. #7 on New Lot 4; and Bldg. #6 on New Lot 1);
- four (4) new building additions (Adds. #2, #3, #4, and #5 on New Lot 1);
- and one (1) gazebo (Bldg. #1 on New Lot 1).

This site plan is designed to illustrate the maximum allowances for each building and/or building addition. That is to say, the applicant is not required to construct each building or addition exactly as is depicted on the site plan. This site plan allows Mr. Remkus to build anywhere within the illustrated footprints. He may choose to construct smaller sized buildings/additions and may adjust the exact location of each to some extent, so long as each structure remains within the designated lines on the plat. The intent of approving a site plan and plat of this nature is to allow for some flexibility in the development of the property and to minimize the need for PUD amendments in the future.

Exhibit 10: Site Plan





Bulk Requirements

The R-1 Zoning District bulk regulations are outlined in the table below. Items in blue require certain relief, exceptions or waivers from the code.

Table 3: R-1 Zoning District Bulk Regulations

R-1 Zoning District						
Item	Code Section	Code Requirement	Lot 1 Proposed	Lot 2 Proposed	Lot 3 Proposed	Lot 4 Proposed
Minimum Lot Area (acres)	9-5A-3(A)	30,000 SF	163,401	228,030	20,149	25,021
Minimum Lot Width	9-5A-3(B)	100'	OK	OK	100'	83.22'
Minimum Lot Depth	9-5A-3(C)	150'	125'	approx. 280'	200'	approx. 300'
Minimum Front Yard Setback	9-5A-3(D)	60'	40.11' (bldg. 3)	N/A	approx. 50'	32'
Minimum Interior Side Yard Setback	9-5A-3(D)	15' or 10% of lot width, whichever is greater	25'	N/A	10'	15'
Minimum Exterior Side Yard Setback	9-5A-3(D)	50'	n/a	N/A	approx. 25'	N/A
Minimum Rear Yard Setback	9-5A-3(D)	50'	9.44' (bldg. 5)	N/A	approx. 80'	approx. 205'
Maximum Lot Coverage	9-5A-3(E)	30%	8%	N/A	19%	13%
Maximum Height	9-5A-3(F)	35'	Not to exceed 35'	Not to exceed 35'	Not to exceed 35'	Not to exceed 35'
Maximum Floor Area Ratio	9-5A-3(G)	0.3	0.08	N/A	0.19	0.13
Special Setbacks: - 63rd Street west of Madison 100'	9-3-7(A)	100'				

Table 4: Lot Areas

Area Table		
Lot #	Sq. Ft.	Acres
1	163,401	3.7512
2	228,030	5.2348
3	20,149	0.4626
4	25,021	0.5744
Total	436,601	10.023

Table 5: Total Site Data

Site Data Chart		
Item	Existing	Proposed
Project Site Square Footage	436,601 SF	436,601 SF
Zoning	R-1/R-1A	R-1
Total Impervious Surface	39,060 SF (9%)	50,135 SF (11.5%)
Lot Coverage	0.04	0.06
Floor Area Ratio	0.04	0.06



Certain Relief/Waivers Requested

Zoning Ordinance

Pursuant to Section 9-13-6 of the Village Code, the following waivers from the provisions of the Zoning Ordinance be and the same are requested:

LOT 1

1. That Section 9-8-3(C) Bulk Regulations, Minimum Lot Depth, be varied to permit a reduction in the minimum lot depth to less than one hundred and fifty (150') for Lot 1 of the SUBJECT REALTY, as shown on the Preliminary and Final PUD Plat.
2. That Section 9-8-3(D) Bulk Regulations, Minimum Yard Requirements, be varied to permit a reduction in the minimum front yard setback to less than sixty feet (60') for Lot 1 of the SUBJECT REALTY, as shown on the Preliminary and Final PUD Plat.
3. That Section 9-8-3(D) Bulk Regulations, Minimum Yard Requirements, be varied to permit a reduction in the minimum rear yard setback to less than fifty feet (50') for Lot 1 of the SUBJECT REALTY, as shown on the Preliminary and Final PUD Plat.
4. That Section 9-10-5(G) Off-Street Parking, In Yards, be varied to permit a reduction in the minimum required exterior side and front yards pavement setback to less than fifteen feet (15') for Lot 1 of the SUBJECT REALTY, as shown on the Preliminary and Final PUD Plat.
5. That Section 9-10-5(G) Off-Street Parking, In Yards, be varied to waive the requirement that permanent peripheral screening at least five feet (5') high be constructed and maintained in interior side and rear yards adjacent to parking areas for the SUBJECT REALTY, as shown on the Preliminary and Final PUD Plat.
6. That Section 9-10-5(G) Off-Street Parking, Design And Maintenance, be varied to waive the requirement that all open off-street parking areas and driveways in the R-1, R-1A, R-2 and R-3 Single-Family Residential Districts be improved with all-weather, hard surface pavement for the SUBJECT REALTY, as shown on the Preliminary and Final PUD Plat.
7. That Section 9-10-5(G) Off-Street Parking, Design And Maintenance, be varied to waive the requirement that all open off-street parking areas, driveways and aisles serving nonresidential uses shall be improved with concrete barrier curb and gutter for the SUBJECT REALTY, as shown on the Preliminary and Final PUD Plat.
8. That Section 9-10-5(G) Off-Street Parking, Design And Maintenance, be varied to waive the requirement that all open off-street parking areas having more than four (4) parking spaces shall be effectively screened along each side which faces a lot in a residential district for the SUBJECT REALTY, as shown on the Preliminary and Final PUD Plat.
9. That Section 9-10-5(G) Off-Street Parking, Minimum Standards For Parking Spaces, Aisles And Parking Bays, be varied to permit a reduction in the minimum width of an undivided two-way driveway to less than twenty four feet (24') wide for the SUBJECT REALTY, as shown on the Preliminary and Final PUD Plat.
10. That Section 9-10-5(G) Off-Street Parking, Lighting, be varied to waive the requirement that public off-street driveways, aisles, parking and loading facilities shall be provided with adequate illumination levels for the SUBJECT REALTY, as shown on the Preliminary and Final PUD Plat.

LOT 3

11. That Section 9-8-3(A), Bulk Regulations, Minimum Lot Area, be varied to permit a reduction in the minimum lot area to less than thirty thousand square feet (30,000 SF) for Lot 3 of the SUBJECT REALTY, as shown on the Preliminary and Final PUD Plat.



12. That Section 9-8-3(B), Bulk Regulations, Minimum Lot Width, be varied to permit a reduction in the minimum lot width to less than one hundred feet (100') for Lot 3 of the SUBJECT REALTY, as shown on the Preliminary and Final PUD Plat.
13. That Section 9-3-7 Specific Road Setbacks, be varied to permit a reduction in the minimum front yard setback to less than sixty feet (100') along 63rd Street for Lot 3 of the SUBJECT REALTY, as shown on the Preliminary and Final PUD Plat.
14. That Section 9-8-3(D) Bulk Regulations, Minimum Yard Requirements, be varied to permit a reduction in the minimum interior side yard setback to less than fifteen feet (15') or ten percent (10%) of the lot width for Lot 3 of the SUBJECT REALTY, as shown on the Preliminary and Final PUD Plat.
15. That Section 9-8-3(D) Bulk Regulations, Minimum Yard Requirements, be varied to permit a reduction in the minimum exterior side yard setback to less than fifty feet (50') for Lot 3 of the SUBJECT REALTY, as shown on the Preliminary and Final PUD Plat.
16. That Section 9-8-3(D) Bulk Regulations, Minimum Yard Requirements, be varied to permit a reduction in the minimum rear yard setback to less than fifty feet (50') for Lot 3 of the SUBJECT REALTY, as shown on the Preliminary and Final PUD Plat.
17. That Section 9-10-5(G) Off-Street Parking, In Yards, be varied to permit a reduction in the minimum required exterior side and front yards pavement setback to less than fifteen feet (15') for Lot 3 of the SUBJECT REALTY, as shown on the Preliminary and Final PUD Plat.

LOT 4

18. That Section 9-8-3(A), Bulk Regulations, Minimum Lot Area, be varied to permit a reduction in the minimum lot area to less than thirty thousand square feet (30,000 SF) for Lot 4 of the SUBJECT REALTY, as shown on the Preliminary and Final PUD Plat.
19. That Section 9-8-3(B), Bulk Regulations, Minimum Lot Width, be varied to permit a reduction in the minimum lot width to less than one hundred feet (100') for Lot 4 of the SUBJECT REALTY, as shown on the Preliminary and Final PUD Plat.
20. That Section 9-8-3(D) Bulk Regulations, Minimum Yard Requirements, be varied to permit a reduction in the minimum front yard setback to less than sixty feet (60') for Lot 4 of the SUBJECT REALTY, as shown on the Preliminary and Final PUD Plat.

PUD Standards

Pursuant to Section 9-13-6 of the Village Code, the following variations from the provisions of the Subdivision Regulations be and the same are requested:

21. That Section 9-13-6(F) PUD Standards, Yards, be varied to waive the requirement that the required yards or setbacks along the periphery of the planned unit development be at least equal in width or depth to that of the applicable required yard within the adjacent zoning district.

Subdivision Ordinance

Pursuant to Section 10-8-7 of the Village Code, the following variations from the provisions of the Subdivision Regulations be and the same are requested:

22. That Section 10-3-4, Preliminary Plat, be varied to waive the prerequisite requirement of filing a preliminary plat of subdivision prior to the final plat subdivision.
23. That Section 10-4-3(A) Lots, Sizes and Shapes, be varied to waive the requirement that lot areas and widths of the SUBJECT REALTY conform to at least the minimum requirements of the zoning ordinance for the district in which the subdivision is proposed.



24. That Section 10-4-3(A) Lots, Sizes and Shapes, be varied to waive the requirement that building setback lines within the SUBJECT REALTY conform to at least the minimum requirements of the zoning ordinance.
25. That Section 10-4-3(A) Lots, Sizes and Shapes, be varied to waive the requirement that lots within the SUBJECT REALTY avoid excessive lot depth in relation to width. A depth to width ratio of three to one (3:1) shall normally be considered a maximum.

Parking & Access

There are no proposed changes to access onto the site. The main entrance is on Bentley Avenue at 6400 Bentley Ave, Willowbrook, IL. There is also access from Western Avenue via an easement for a private drive and utilities that cuts through Mr. Remkus' residential property.

Exhibit 11: HAC Main Entrance



Exhibit 12: HAC Access





Mr. Remkus employs about 10 staff members, however that includes the Remkus family who park at their residences. The rest of the staff typically park by the fire house or by the garage. The average number of visitors per day is difficult to determine because it varies greatly, however visitors are usually dispersed throughout each day and do not exceed the amount of parking provided on site. An additional parking lot is proposed along proposed Building #6 that will provide eleven (11) additional spots for staff should the new office building create a need for more parking.

Staff does not predict the proposed development will have any adverse traffic impacts along 63rd Street or the surrounding neighborhoods. The Pet Cemetery is a low-impact use and will not generate high traffic. Parking requirements are outlined in the table below based on the Village Code, however "Pet Cemetery" is not explicitly listed in Section 9-10-5(K) Required Spaces. Therefore, the PUD was divided up by use according to the best match for parking requirements. While the applicant appears to be short of parking per the code, staff believes adequate parking is being provided.

Table 6: Parking Requirements

Parking Table							
Bldg. #	Building Name	Use Type	Village Standard	Existing Sq. Ft.	Add. Sq. Ft.	Total Sq. Ft.	Req.
1	Gazebo	n/a		-	144	144	-
2	Garage Addition	Storage	1 parking space for each 1.5 employees	590	576	1,166	1
3	Crematory Operations Addition	Manufacturing, fabricating, processing, storing, cleaning, testing, assembly, repairing and service establishments	1 parking space for each 1.5 employees	3,103	1,730	4,833	6.04
4	Office Space	Office	1 space/ 225 sq. ft.	2,493	1,263	3,756	16.69
5	Office Space	Office	1 space/ 225 sq. ft.	-	313	313	1.39
6	Administrative/ Crematory Services	Office	1 space/ 225 sq. ft.	-	2,000	2,000	8.89
7	Storage/Shop	Storage	See above.	-	3,193	3,193	1
n/a	Fire Station	Storage	See above.	3,894	-	3,894	1
Total Required Spaces:		36					
(ADA Accessible)		2					
Total Proposed:		28 (w/ 2 ADA)					



Landscaping

The Village is not requiring a landscape plan however the petitioner has agreed to maintain and enhance the existing landscaping. The acting Arborist for the Hinsdale Animal Cemetery has met with Bill Remkus and will be assisting Bill with tree preservation efforts to help reduce the effects of the proposed construction project (specifically Bldg. #3) on the 30-inch diameter American Elm tree that is located directly north of the existing crematory building that is proposed to be expanded. This tree is the only landscape plant that will be affected by the construction project. Tree preservation activities that the arborist recommends include: crown pruning, root pruning, a growth regular treatment to stimulate root growth, and fertilization. I give this tree a fair chance of survival.

Mr. Remkus also intends to plant 15-20 new trees on the property this following spring. Trees to be planted will be a mixture of species that are well suited for our climate and site conditions. Exact planting locations will be determined based upon a collaboration of the arborist's recommendations, ownerships desires, and existing site conditions/improvements.

Lighting

Applicant is requesting a waiver from the requirement to provide a photometric plan as the existing site has wall packs on all the buildings and there are no problems currently with regards to lighting as the hours of operation are from 8:00 AM to 5:00 PM.

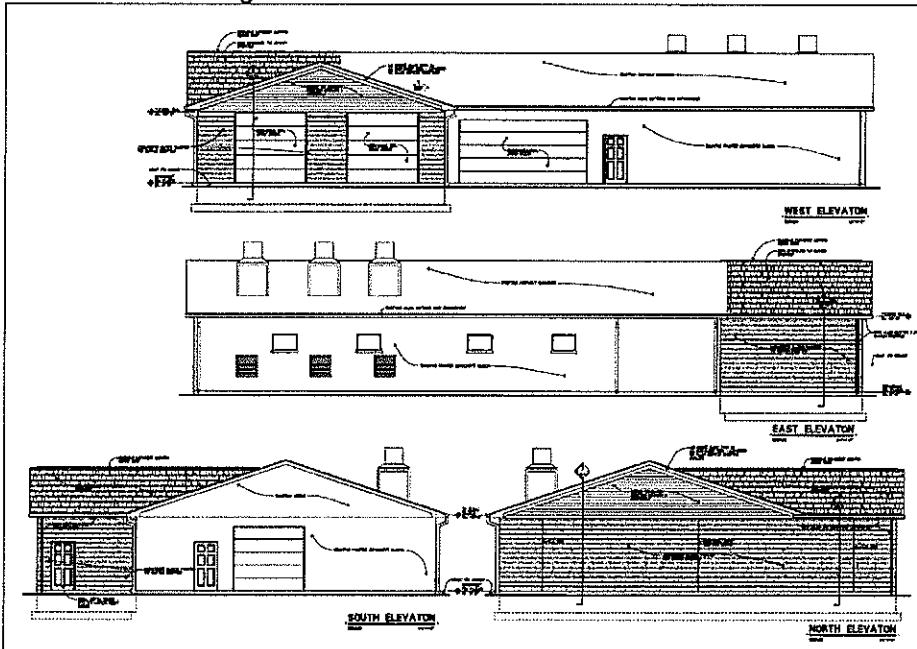
Signage

No new signage is being proposed at this time. Any future signage changes shall comply with the Village Code and be approved by the Village.

Elevations

Building elevations have only been provided for the Building #3 planned addition, the first addition planned to be completed this year. Architectural and engineering plans for all future construction will be reviewed internally for staff approval.

Exhibit 13: Building Addition #3 Elevations





Standards & Findings for a Special Use

The Willowbrook Zoning Ordinance establishes seven (7) standards for a Special Use Permit that must be evaluated by the Plan Commission and Village Board. Recommendations may include conditions of approval if appropriate to mitigate any negative impacts created by the Special Use Permit. Pursuant to Section 9-14-5 of the Zoning Regulations of the Village of Willowbrook, The Standards for Special Use Permits are as follows:

9-14-5.2: 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 Hinsdale Animal Cemetery development will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare of the community. The proposed development will add office space, storage areas, and additional crematory services that will minimally change the use of the current property.

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

Finding: The proposed Hinsdale Animal Cemetery development will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The proposed development will add office space, storage areas, and additional crematory services that will minimally change the use of the current property.

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

Finding: The proposed Hinsdale Animal Cemetery development will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. The proposed development does not change the use of the existing property and is allowed in the R-1 zoning.

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

Finding: Adequate utilities, access roads, drainage and/or other necessary facilities will be provided within this development. There are field tiles running through the property which provide drainage. Also, as buildings are added, Stormwater management facilities will be incorporated to meet the DuPage County Stormwater and Flood Plain ordinance. No additional utilities will be required as the additions will be served through the existing buildings. Access to the site will remain from both Western Avenue and Bentley avenue. There are no additional access roads proposed.



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

Finding: Ingress and egress to the proposed Hinsdale Animal Cemetery development will remain from both Western Avenue and Bentley Avenue. This development will not impact to the surrounding roadways since no additional trips will be generated from the proposed additions.

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

Finding: The Hinsdale Animal Cemetery development is proposed to be a Planned Unit Development – R1. The Animal Cemetery is allowed under the R1 Zoning.

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

Finding: There have been no substantial changes in the surrounding area, nor has there been any denial by the Village Board of any prior application for a special use permit on the project site within the past year.

Findings of Fact for a Planned Unit Development

The Willowbrook Zoning Ordinance establishes seven (7) findings of fact for a Planned Unit Development that must be evaluated by the Plan Commission and Village Board. Recommendations may include conditions of approval if appropriate to mitigate any negative impacts created by the Planned Unit Development. Pursuant to Section 9-13-7 of the Zoning Regulations of the Village of Willowbrook, The Findings for Planned Unit Developments are as follows:

9-13-7: Findings:

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

Finding: The proposed Hinsdale Animal Cemetery development will add office space, storage areas, additional crematory processing, and packaging services that will minimally change the use of the current property. "Pet cemeteries" are allowed as a special use in the R-1 Zoning district.

(B) The extent to which the proposed plan meets the requirements and standards of the planned unit development regulations. (Ord. 97-O-05, 1-27-1997)

Finding: The proposed Hinsdale Animal Cemetery development will meet the requirements for comprehensive plan, size and ownership, compatibility, storm water management facilities, yards, traffic, preservation standards, design standards, uses for PUD's greater than five acres, and other standards.



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

Finding: The proposed Hinsdale Animal Cemetery development will not meet the requirement for space between buildings, which is an existing condition. The parking requirement will also not be met but it is our belief that parking has never been an issue and the proposed uses will not add need for additional parking.

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

Finding: The proposed Hinsdale Animal Cemetery development will maintain access to the site from both Western Avenue and Bentley Avenue. There are no additional access roads proposed. The Hinsdale Animal Cemetery plans to preserve as much open space as possible in order to maintain the tranquil and peaceful ambiance of the existing grounds and the sanctuary this provides for visitors, clients and neighbors alike.

(E) The relationship and compatibility of the proposed plan to the adjacent properties and neighborhood. (Ord. 75-O-3, 3-10-1975)

Finding: The proposed Hinsdale Animal Cemetery development will not be injurious to the use and enjoyment of other properties in the immediate vicinity for the purposes already permitted. The proposed development does not change the use of the existing property and is allowed in the R-1 zoning district as a special use.

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

Finding: The proposed Hinsdale Animal Cemetery development will not substantially diminish and impair property values within the neighborhood as it has maintained its use since 1926. The proposed development will add office space, storage areas, and additional crematory services that will not change the use of the current property.

(G) The conformity with the intent and spirit of the current planning objectives of the village. (Ord. 97-O-05, 1-27-1997)

Finding: The proposed Hinsdale Animal Cemetery development does not change the use of the existing property and is allowed in the R-1 zoning district as a special use. The proposed Hinsdale Animal Cemetery has been in the Remkus family since 1950 and is now in its 4th generation of family operation. They strive to maintain great relations with the Village of Willowbrook.



Staff Recommendation

Staff is supportive of the proposed petition and recommends approval of the Special Use Permit for a Planned Unit Development with a Pet Cemetery Use, including certain relief, exceptions and variations from Title 9 and Title 10 of the Village Code; the rezoning of one (1) parcel from R-1A to R-1; the Final Plat of Subdivision and the Preliminary and Final Plat of PUD for the Subject Property as legally described in Attachment 1, subject to the following conditions.

Conditions for Approval

Staff recommends that the following "Conditions of Approval" be considered by the Plan Commission.

1. The hours of operation shall be limited to 8:00 am to 5:00 pm.
2. Approved uses shall be as shown on the approved plans. Future modifications to the use of any room shall be subject to administrative review to determine whether a major change amendment is required based on parking.
3. Owner shall submit architectural and engineering plans for internal review for each individual building prior to requesting a building permit or commencing construction.
4. With each new building or building addition permit application the owner shall submit a statement identifying the square footage of net new impervious area for both the current application and the cumulative total. At such time as the cumulative total reaches 2500 square feet of net new impervious area, Post Construction Best Management Practices (PCBMPs) shall be designed and constructed in compliance with Village Code.

Case 17-03 Revised Sample Motion

Based on the submitted petition and testimony provided, I move that the Plan Commission approve and adopt the Standards for Special Use outlined in the Staff Report prepared for PC 17-03 for the April 4, 2018 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of a Special Use Permit for a Planned Unit Development with a Pet Cemetery Use, including certain relief, exceptions and variations from Title 9 and Title 10 of the Village Code; the rezoning of one (1) parcel from R-1A to R-1; the Final Plat of Subdivision and the Preliminary and Final Plat of PUD for the Subject Property as legally described in Attachment 1, subject to the "Conditions of Approval" listed in the Staff Report prepared for PC 17-03 for the April 4, 2018 Plan Commission meeting.

Motion

The following motion made by Ruffalo was seconded by Kaucky and approved unanimous 5-0 roll call vote of the members present, Commissioner Remkus recused himself for this case:

Based on the submitted petition and testimony provided, I move that the Plan Commission approve and adopt the Standards for Special Use outlined in the Staff Report prepared for PC 17-03 for the April 4, 2018 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of a Special Use Permit for a Planned Unit Development with a Pet Cemetery Use, including certain relief, exceptions and variations from Title 9 and Title 10 of the Village Code; the rezoning of one (1) parcel from R-1A to R-1; the Final Plat of Subdivision and the Preliminary and Final Plat of PUD for the Subject Property as legally described in Attachment 1, subject to the "Conditions of Approval" listed in the Staff Report prepared for PC 17-03 for the April 4, 2018 Plan Commission meeting.



Attachment 1
Legal Description

PINs:

09-22-201-001
09-22-201-004
09-22-201-005
09-22-201-010
09-22-201-011
09-22-201-022
09-22-201-013
09-22-201-021

PARCEL 1:

LOTS 3 AND 4 IN DARROW'S RESUBDIVISION OF PART OF LOT 16 IN RICHFIELD FARMSITES, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID DARROW'S RESUBDIVISION RECORDED APRIL 19, 1956 AS DOCUMENT 797057, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

LOTS 2 AND 15 IN RICHFIELD FARMSITES, A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

LOTS 3 AND 4 IN REMKUS RESUBDIVISION OF LOTS 3 AND 14 IN RICHFIELD FARMSITES, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 13, 1998 AS DOCUMENT R98-164322 IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4:

THE NORTH 120 FEET OF LOT 4 IN RICHFIELD FARMSITES, A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.



Attachment 2 Hinsdale Animal Cemetery Site Plan



Attachment 3 Hinsdale Animal Cemetery Preliminary and Final PUD Plat

OWNER/DEVELOPER

Hinsdale Animal Cemetery
6400 S. Bentley
Willowbrook, Illinois 60527
630 323 5120

BASIS OF BEARINGS

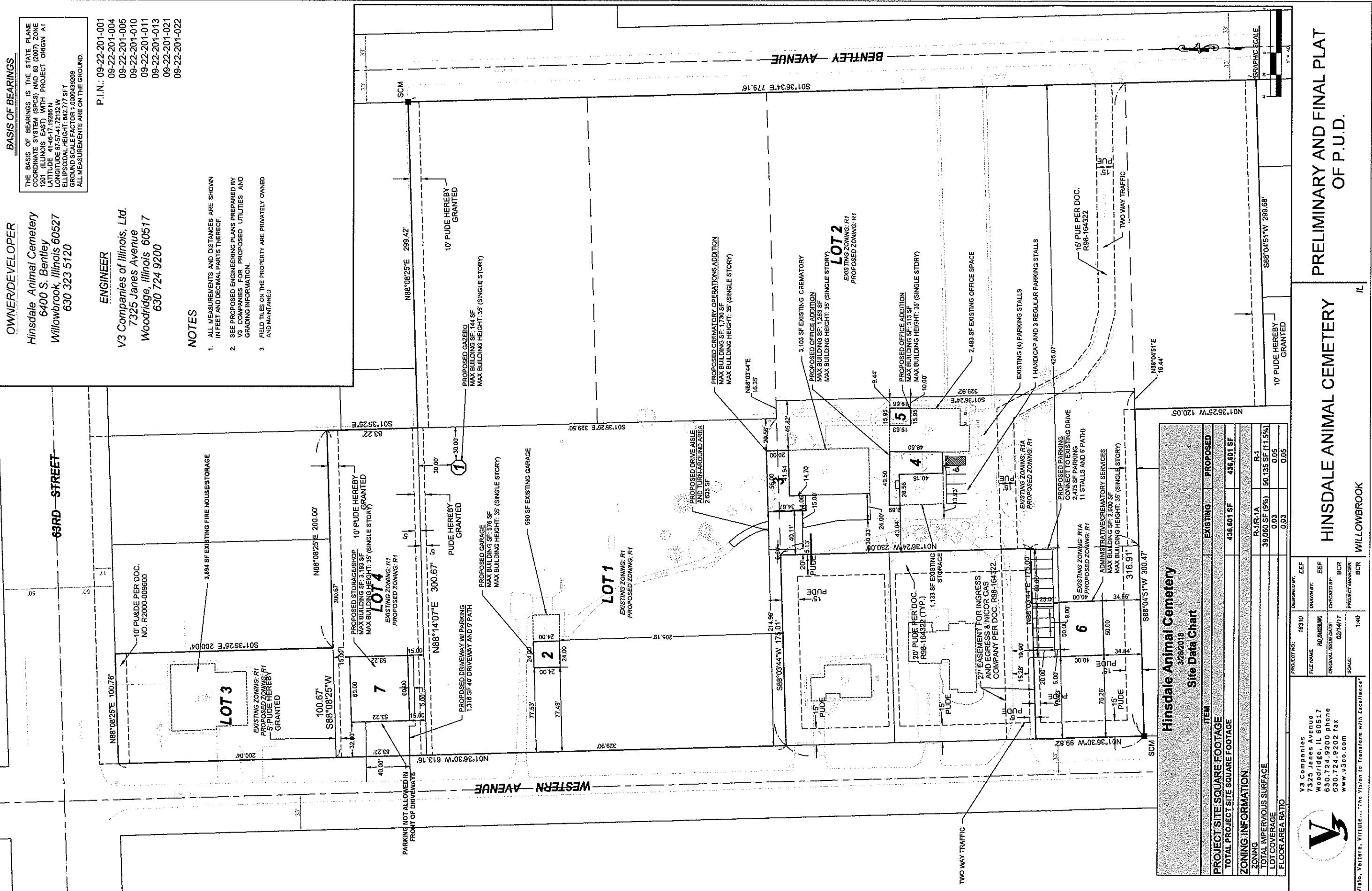
THE BASIS OF BEARINGS IS THE STATE PLANE COORDINATE SYSTEM (SPCS) NAD 83 (2007) ZONE 1201 (ILLINOIS EAST) WITH PROJECT ORIGIN AT LATITUDE 41-46-17.19286 N LONGITUDE 87-51-41.72132 W ELLIPTICAL HEIGHT: 642.777' SFT GROUND SCALE FACTOR 1.0000493209 ALL MEASUREMENTS ARE ON THE GROUND.

ENGINEER

V3 Companies of Illinois, Ltd.
7325 Janes Avenue
Woodridge, Illinois 60517
630-724-0200

NOTES

1. ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
2. SEE PROPOSED ENGINEERING PLANS PREPARED BY V3 COMPANIES FOR PROPOSED UTILITIES AND GRADING INFORMATION.
3. FIELD TILES ON THE PROPERTY ARE PRIVATELY OWNED

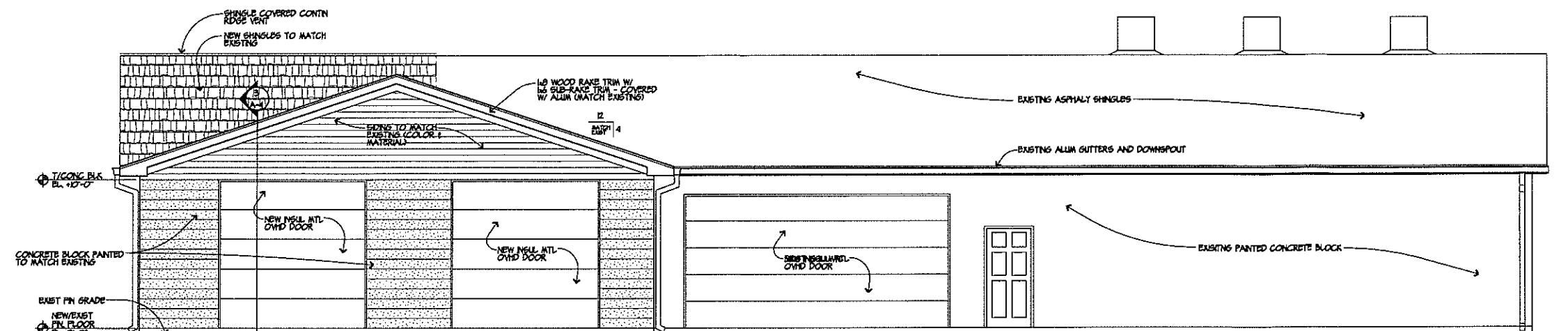




Attachment 4 Hinsdale Animal Cemetery Final Plat of Subdivision

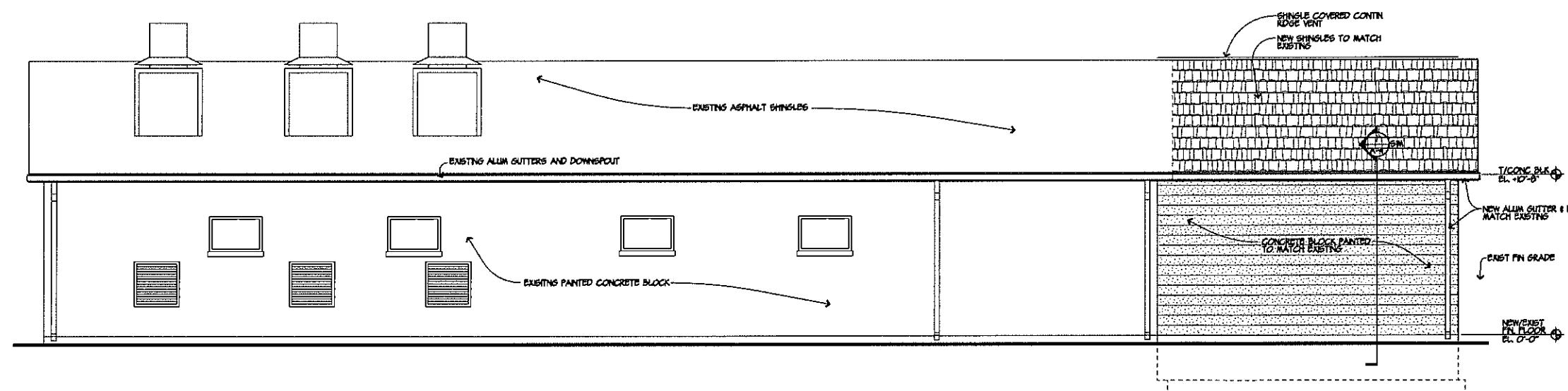


Attachment 5 Hinsdale Animal Cemetery Architectural Plans



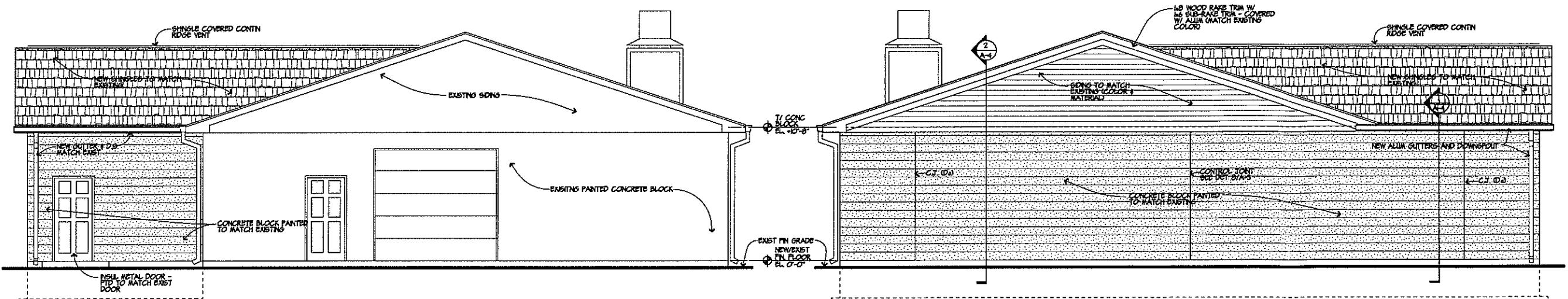
WEST ELEVATION

SCALE: 1/4" = 0'



EAST ELEVATION

SCENE 14-5



SOUTH ELEVATION

• COUNTRY ELEVATION.

NORTH ELEVATION

SCENE 1475

CONFIDENTIAL **2017**
DHHS Architects, P.C.
CONFIDENTIAL DESIGN AND DETAILS PERTAINING TO
THE PROJECT, WHICH IS THE PROPERTY OF DHEC AND
THE STATE, PROPERTY OF DHEC AND DHEC, P.C.
ALL RIGHTS RESERVED BY DHEC AND DHEC, P.C.
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DHEC, P.C. AND ARE NOT PUBLISHABLE OTHER THAN
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DHEC AND DHEC, P.C. OR STRICTLY PROTECTED.

1610

JUNE 3, 2017

petanggar4

SHEET NO

A-Z

2 OF 4

100% COTTON



DM+S ARCHITECTS, P.C.
117 HEATH PLACE
WESTMONT, ILLINOIS
630-963-2408 FAX
630-963-8418

PROPOSED ADDITION TO THE CREMATION
GARAGE FACILITY FOR
HINSDALE PET
CEMETERY
6400 SOUTH BENTLEY
WILMINGTON, ILLINOIS

PROPOSED ADDITION TO THE CREMATION

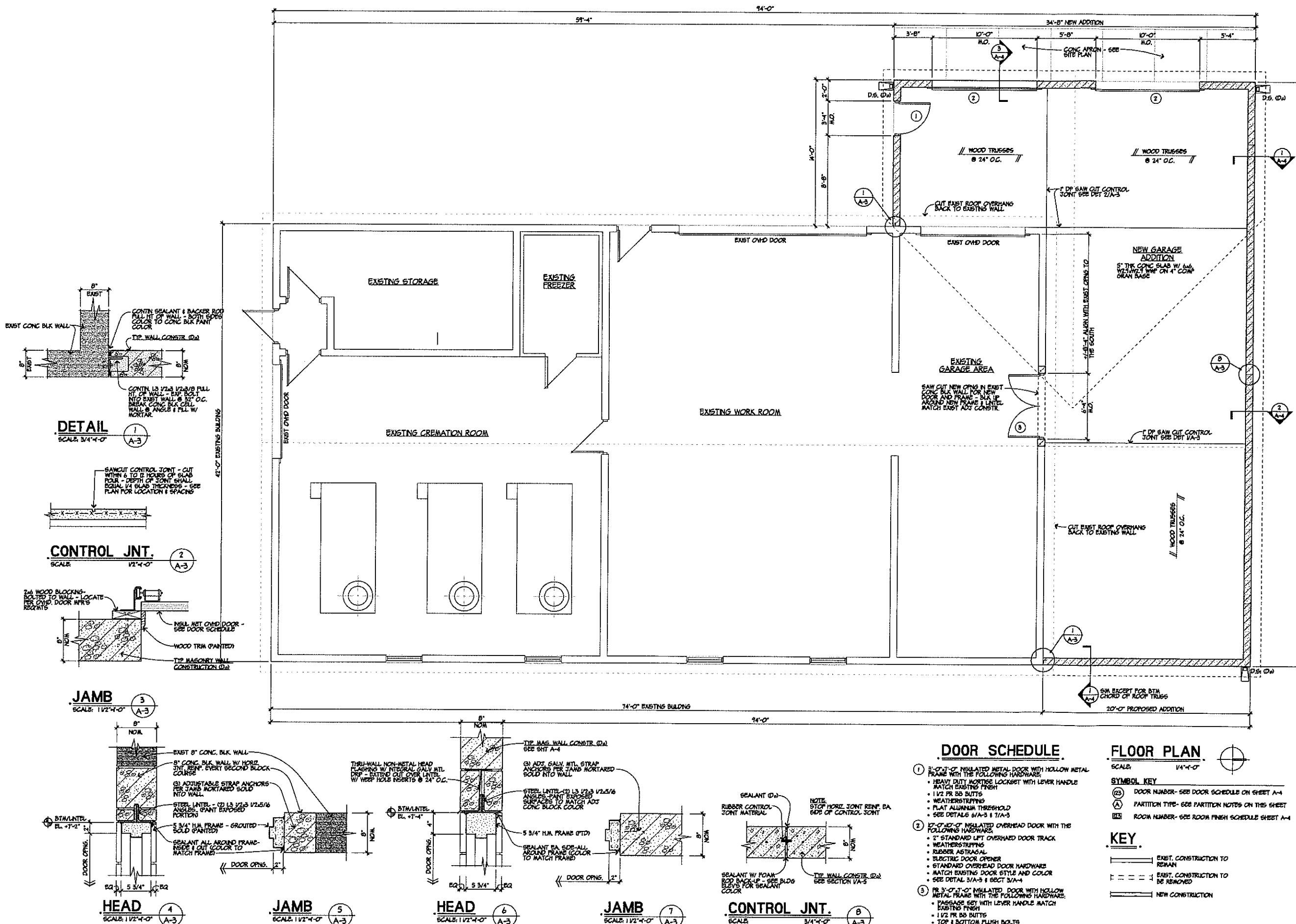
DRAWS HISTORY:
FREQUENT DRAWS 6-29-06

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PROJECT NO.: 1610
DATE: JUNE 3, 2007
BY: RS
petcengard4
SHEET NO.

A-3

3 OF 4
DO NOT SCALE DRAWINGS





Attachment 6 Hinsdale Animal Cemetery Final Engineering Plans

FINAL ENGINEERING PLANS
FOR
HINSDALE ANIMAL CEMETERY
BUILDING ADDITION
WILLOWBROOK, ILLINOIS

PROJECT TEAM

OWNER/DEVELOPER

*Hinsdale Animal Cemetery
6400 S. Bentley
Willowbrook, Illinois 60527
630 323 5120
Contact: Bill Remkus*

ENGINEER

V3 Companies of Illinois, Ltd.
7325 Janes Avenue
Woodridge, Illinois 60517
630 724 9200

Project Manager: Bryan C. Rieger, P.E.
Design Engineer: Ethan E. Frisch, LEED AP

ARCHITECT

DM+S Architects, P.C.
117 Heath Place
Westmont, Illinois 60559
630 963 6406
Contact: Robert Sebak



LOCATION MAP

NO SCALE



VIRGINITY MAP

NO SCALE

GENERAL NOTES

- EXISTING SITE TOPOGRAPHY, UTILITIES, RIGHT-OF-WAY AND HORIZONTAL CONTROL SHOWN ON THE DRAWINGS WERE OBTAINED FROM A SURVEY PREPARED BY:

V3 COMPANIES OF ILLINOIS LTD
7325 JAMES AVENUE
WOODRIDGE, IL 60517
- COPIES OF THE SURVEY ARE AVAILABLE FROM THE SURVEYOR. SITE CONDITIONS MAY HAVE CHANGED SINCE THE SURVEY WAS PREPARED. CONTRACTORS TO VISIT SITE TO FAMILIARIZE THEMSELVES WITH THE CURRENT CONDITIONS.
- ALL EXISTING TOPOGRAPHY, UNDERGROUND UTILITIES, STRUCTURES AND ASSOCIATED FACILITIES SHOWN ON THESE DRAWINGS HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS. THEREFORE, THEIR LOCATIONS AND ELEVATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHER FACILITIES, THE EXISTENCE OF WHICH ARE NOT PRESENTLY KNOWN.
- CONTRACTOR IS TO VERIFY ALL EXISTING STRUCTURES AND FACILITIES AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL AND STARTING WORK.
- ALL APPLICABLE PROVISIONS OF THE CURRENT OCCUPATIONAL SAFETY AND HEALTH ACT ARE HEREIN INCORPORATED BY REFERENCE.
- THE CONTRACTOR SHALL SUBSCRIBE TO ALL GOVERNING REGULATIONS AND SHALL OBTAIN ALL NECESSARY PUBLIC AGENCY PERMITS PRIOR TO STARTING WORK. THE CONTRACTOR, BY USING THESE PLANS FOR THEIR WORK, AGREE TO HOLD HARMLESS V3 COMPANIES OF ILLINOIS LTD., THE MUNICIPALITY, THEIR EMPLOYEES AND AGENTS AND THE OWNER WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DAMAGES, AND THE COST OF DEFENSE OF THE CONTRACTOR(S) PERFORMANCE OF THE WORK DESCRIBED HEREIN, BUT NOT INCLUDING THE SOLE NEGLIGENCE OF THE OWNER, HIS AGENTS, THE ENGINEER, HIS EMPLOYEES AND AGENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS FOR CONSTRUCTION ALONG OR ACROSS EXISTING STREETS OR HIGHWAYS. CONTRACTOR SHALL MAKE ARRANGEMENTS FOR THE PROPER BRACING, SHoring AND SUPPORTS REQUIRED TO PROTECT ALL ROADWAYS BEFORE CONSTRUCTION BEGINS. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE STREETS OR ROADWAYS AND ASSOCIATED STRUCTURES AND SHALL MAKE REPAIRS AS NECESSARY TO THE SATISFACTION OF THE OWNER OF THE ROADWAY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ADEQUATE SIGNS, TRAFFIC CONTROL DEVICES AND WARNING DEVICES TO PROTECT THE PUBLIC DURING ALL PHASES OF CONSTRUCTION. BARRIERS AND WARNING SIGNS SHALL BE PROVIDED IN ACCORDANCE WITH THE IDOT STANDARD SPECIFICATIONS. ALL TRAFFIC CONTROL WORK SHALL BE DONE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."
- EXCEPT WHERE MODIFIED BY THE CONTRACTOR, ALL WORK PROPOSED HEREON SHALL BE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS WHICH ARE HEREBY MADE A PART HEREOF:
 - "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS," AS PREPARED BY IDOT, LATEST EDITION.
 - "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS," LATEST EDITION.
 - "ILLINOIS RECOMMENDED STANDARDS FOR SEWAGE WORKS," AS PUBLISHED BY THE IEPA, LATEST EDITION.
 - THE LATEST EDITIONS OF THE MUNICIPAL CODE AND STANDARDS OF THE VILLAGE OF WILLOWSBROOK.
 - THE NATIONAL ELECTRIC CODE.
 - THE ILLINOIS ACCESSIBILITY CODE.
 - CLEAN CONSTRUCTION OR DEMOLITION DEBRIS (CCD) REQUIREMENTS AS PUBLISHED BY THE IEPA. TESTING OF SOILS BEING EXPORTED FROM THE SITE AND APPROPRIATE DISPOSAL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- IN THE EVENT OF CONFLICTING SPECIFICATIONS WITH REGARD TO SITEWORK ISSUES DESIGNED BY THE ENGINEER, THE MORE STRINGENT REQUIREMENT SHALL GOVERN.
- THE CONTRACTOR SHALL NOTIFY THE AUTHORITY HAVING JURISDICTION AT LEAST 48 HOURS PRIOR TO COMMENCING ANY WORK AND FOR ANY NEW CONSTRUCTION REQUIRING INSPECTION.
- ALL TREES TO BE SAVED SHALL BE IDENTIFIED PRIOR TO CONSTRUCTION, AND PROTECTED PER IDOT STANDARDS. THE RIGHT-OF-WAY LINE AND LIMITS OF THE CONTRACTOR'S OPERATIONS SHALL BE CLEARLY DEFINED THROUGHOUT THE CONSTRUCTION PERIOD. ALL TREES IDENTIFIED TO REMAIN SHALL BE PROTECTED FROM DAMAGE INCLUDING TRUNKS, BRANCHES AND ROOTS. NO EXCAVATING, FILLING OR GRADING IS TO BE DONE INSIDE THE DRIE LINE OF TREES UNLESS OTHERWISE INDICATED.
- CONSTRUCTION ACCESS POINTS TO THE SITE SHALL BE PROTECTED IN SUCH A WAY AS TO PREVENT ACCUMULATION OF MUD OR SOIL ON PUBLIC THOROUGHFARES AT THE END OF EACH DAY AND AS OFTEN AS OTHERWISE NECESSARY THE CONTRACTOR SHALL CLEAN UP ALL MUD OR SOIL WHICH HAS BEEN TRACKED ONTO PUBLIC STREETS AS REQUIRED BY THE AUTHORITIES HAVING JURISDICTION AND AS DETAILED IN THE STORM WATER POLLUTION PREVENTION PLAN.
- THE CONTRACTOR SHALL PROVIDE FOR THE SAFE AND ORDERLY PASSAGE OF TRAFFIC AND PEDESTRIANS WHERE HIGHER OPERATIONS ABUT PUBLIC THOROUGHFARES AND ADJACENT PROPERTY IN ACCORDANCE WITH THE VILLAGE OF WILLOWSBROOK MUNICIPAL CODE AND IDOT

REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	2/13/18	REVISED PER VILLAGE REVIEW			



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630.724.9200 phone
630.724.9202 fax
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LEGEND

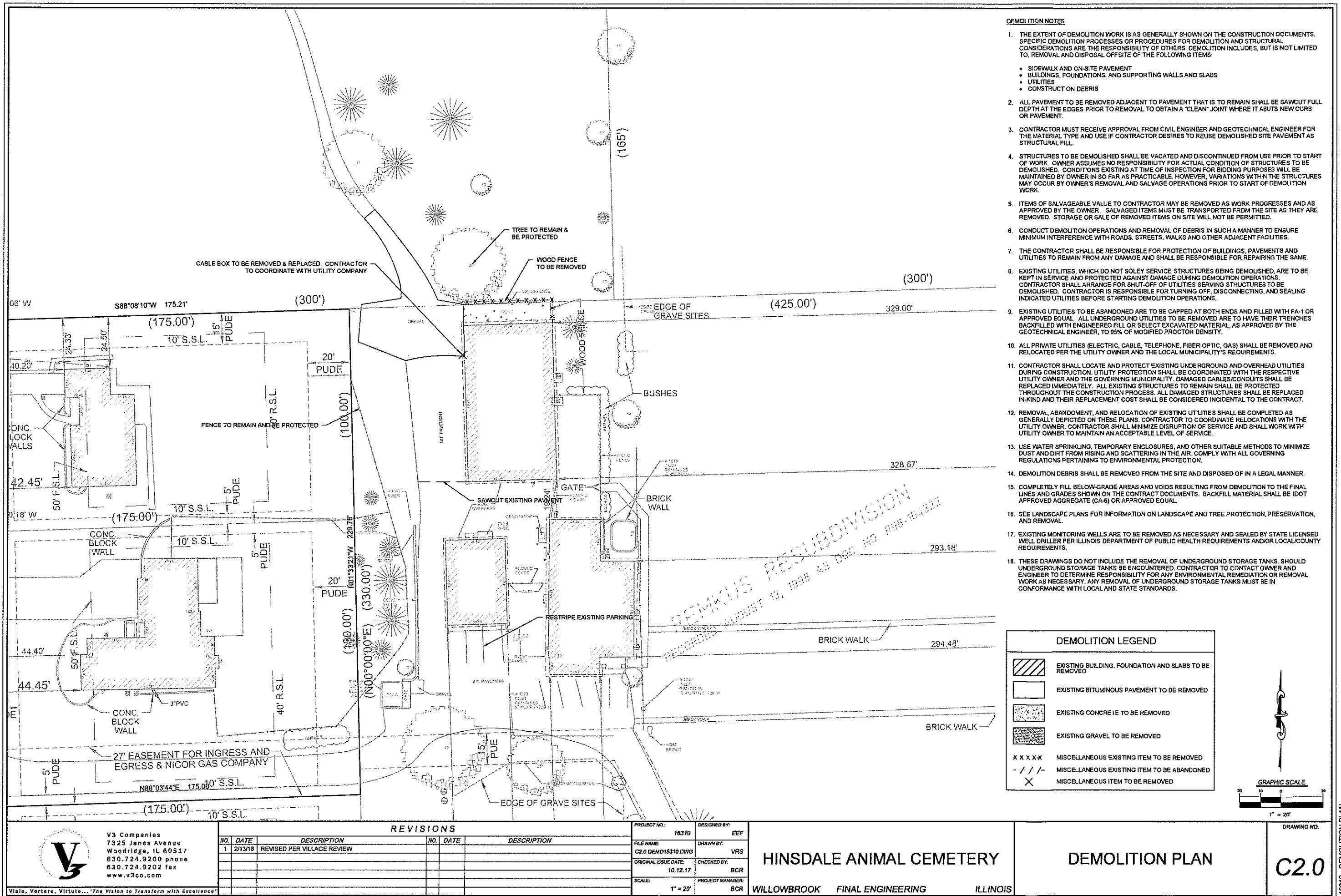
EXISTING	PROPOSED	DESCRIPTION
—	—	RIGHT-OF-WAY LINE
X	X	PROPERTY LINE (EXTERIOR)
—	X	LOT LINE (INTERIOR)
—	—	EASEMENT LINE
—	—	FENCE LINE
—	—	CENTERLINE
—	—	PROPERTY CORNER
—	—	CONTOUR
—	—	CURB & GUTTER
—	—	DEPRESSED CURB & GUTTER
—	—	REVERSE PITCHED CURB
—	—	SPOT ELEVATION
—	—	TOP OF CURB ELEVATION
—	—	EDGE OF PAVEMENT ELEVATION
—	—	UTILITY STUB
—	—	SANITARY SEWER
—	—	SANITARY FORCE MAIN
—	—	STORM SEWER
—	—	WATER MAIN
—	—	GAS MAIN
—	—	UNDERGROUND TELEPHONE & ELECTRIC DUCT BANK
—	—	BURIED CABLE-ELECTRIC
—	—	BURIED CABLE-TELEPHONE
—	—	UTILITY STRUCTURE WITH CLOSED LID
—	—	CURB INLET
—	—	DRAINAGE STRUCTURE WITH OPEN LID
—	—	FIRE HYDRANT
—	—	VALVE IN VALVE BOX
—	—	GATE VALVE IN VALVE VAULT
—	—	HDPE
—	—	GATE VALVE IN VALVE BOX
—	—	GW/VB
—	—	GW/VV
—	—	HDCP
—	—	HANDICAP
—	—	HDPE
—	—	HIGH WATER LEVEL
—	—	HORIZONTAL
—	—	HIGH POINT
—	—	INLET
—	—	LINEAL FEET
—	—	LOW POINT OR LIGHT POLE
—	—	LEFT
—	—	ME
—	—	MATCH EXISTING
—	—	MH
—	—	MW
—	—	MONITORING WELL
—	—	N
—	—	NORTH
—	—	NOT IN CONTRACT / NOT INCLUDED
—	—	NORMAL WATER LEVEL
—	—	OC
—	—	OPEN LID
—	—	POINT OF CURVATURE
—	—	PCC
—	—	PORTLAND CEMENT CONCRETE OR POINT OF COMPOUND CURVE
—	—	PGL
—	—	PROFILE GRADE LINE
—	—	PI
—	—	POINT OF INTERSECTION
—	—	PL
—	—	PROPERTY LINE
—	—	PP
—	—	POWER POLE
—	—	POINT OF REVERSE CURVATURE
—	—	PRT
—	—	POINT OF TANGENCY
—	—	PUE
—	—	PUBLIC UTILITY EASEMENT
—	—	PVC
—	—	POINT OF VERTICAL CURVATURE OR POLYVINYL CHLORIDE PIPE
—	—	PVI
—	—	POINT OF VERTICAL INTERSECTION
—	—	PVT
—	—	POINT OF VERTICAL TANGENCY
—	—	R
—	—	RADIUS OR RIGHT
—	—	RCP
—	—	REINFORCED CONCRETE PIPE
—	—	ROW
—	—	RIGHT OF WAY
—	—	S
—	—	SLOPE OR SOUTH
—	—	SAN
—	—	SANITARY
—	—	SF
—	—	SILT FENCE
—	—	SMF
—	—	SANITARY FORCE MAIN
—	—	SHT
—	—	SHEET
—	—	SUBMERGED HEADWALL
—	—	SHW
—	—	STATION
—	—	STORM STRUCTURE OR STORM SEWER
—	—	STMH
—	—	STORM MANHOLE
—	—	T
—	—	TANGENT LENGTH OR TELEPHONE
—	—	T/C
—	—	TOP OF CURB
—	—	T/P
—	—	TOP OF PIPE
—	—	T/W
—	—	TOP OF WALL
—	—	TY
—	—	TYPE
—	—	TYPICAL
—	—	UP
—	—	UTILITY POLE
—	—	VC
—	—	VERTICAL CURVE
—	—	VERTICAL
—	—	VCP
—	—	MITERED CLAY PIPE
—	—	W
—	—	WEST
—	—	WATER MAIN

PROJECT NO.: 16310
DESIGNED BY: EEF
FILE NAME: C1.0 GAL 16310.DWG
DRAWN BY: VRS
ORIGINAL ISSUE DATE: 10.12.17
CHECKED BY: BCR
SCALE: N. T. S.
PROJECT MANAGER: BCR

HINSDALE ANIMAL CEMETERY
WILLOWBROOK FINAL ENGINEERING ILLINOIS

DRAWING NO. C1.0

ABBREVIATIONS



NOTES:

1. BUILDING DIMENSIONS ARE TO OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.

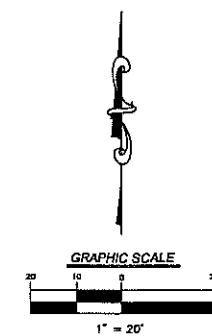
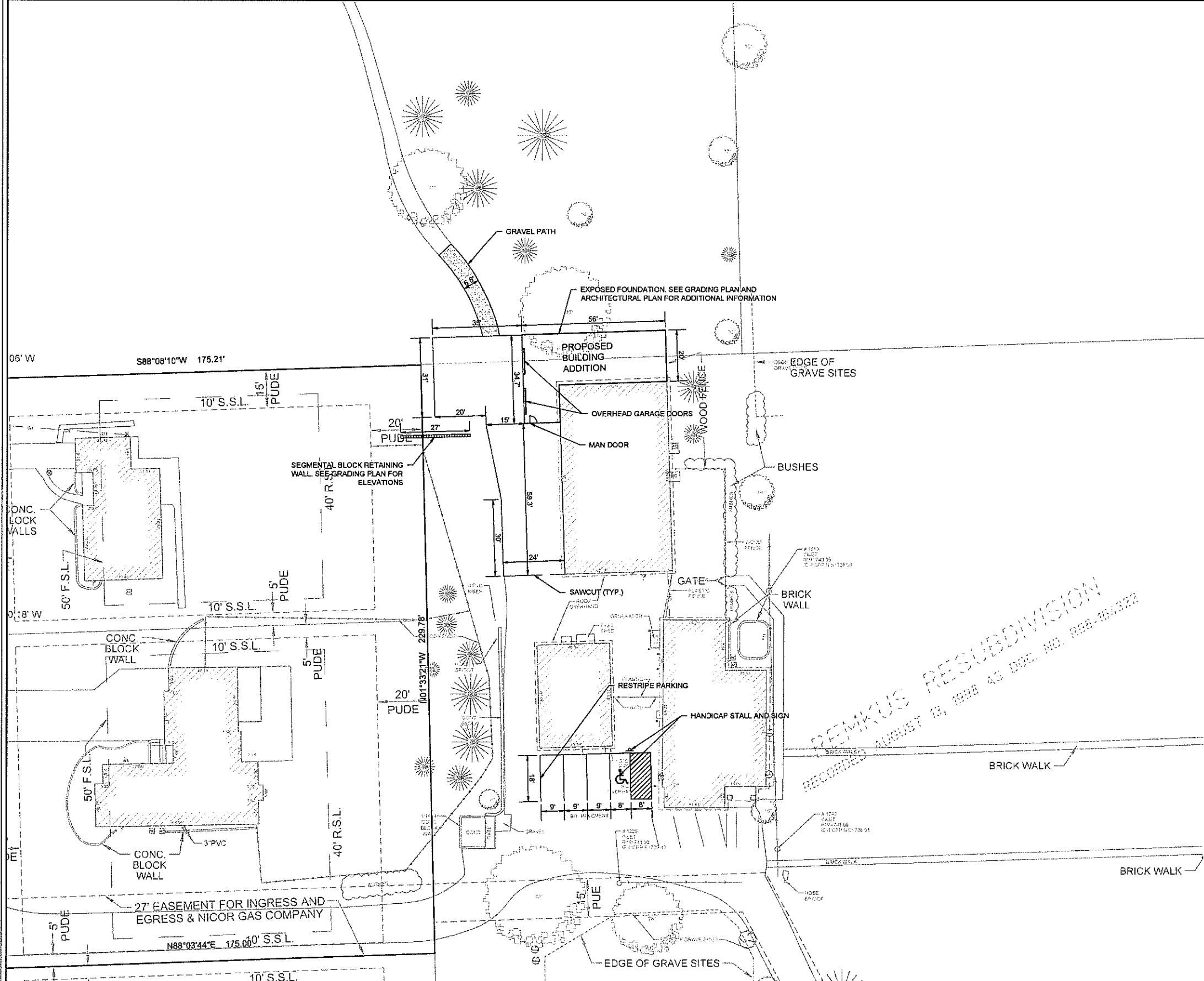
PAVING LEGEND

ONSITE HMA PAVEMENT

1.5" HMA SURFACE COURSE, MIX D, N 50
2.5" HMA BINDER COURSE, IL-19.0, N 50
8" AGGREGATE BASE COURSE TYPE B, CA6
GRADE 9 OR 8

GRAVEL

4" GRAVEL (MATCH EXISTING)



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7325 James Avenue
Woodridge, IL 60517
630.724.9200 phone
630.724.9202 fax
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		REVIS
NO.	DATE	DESCRIPTION
1	2/13/18	REVISED PER VILLAGE REVIEW

R

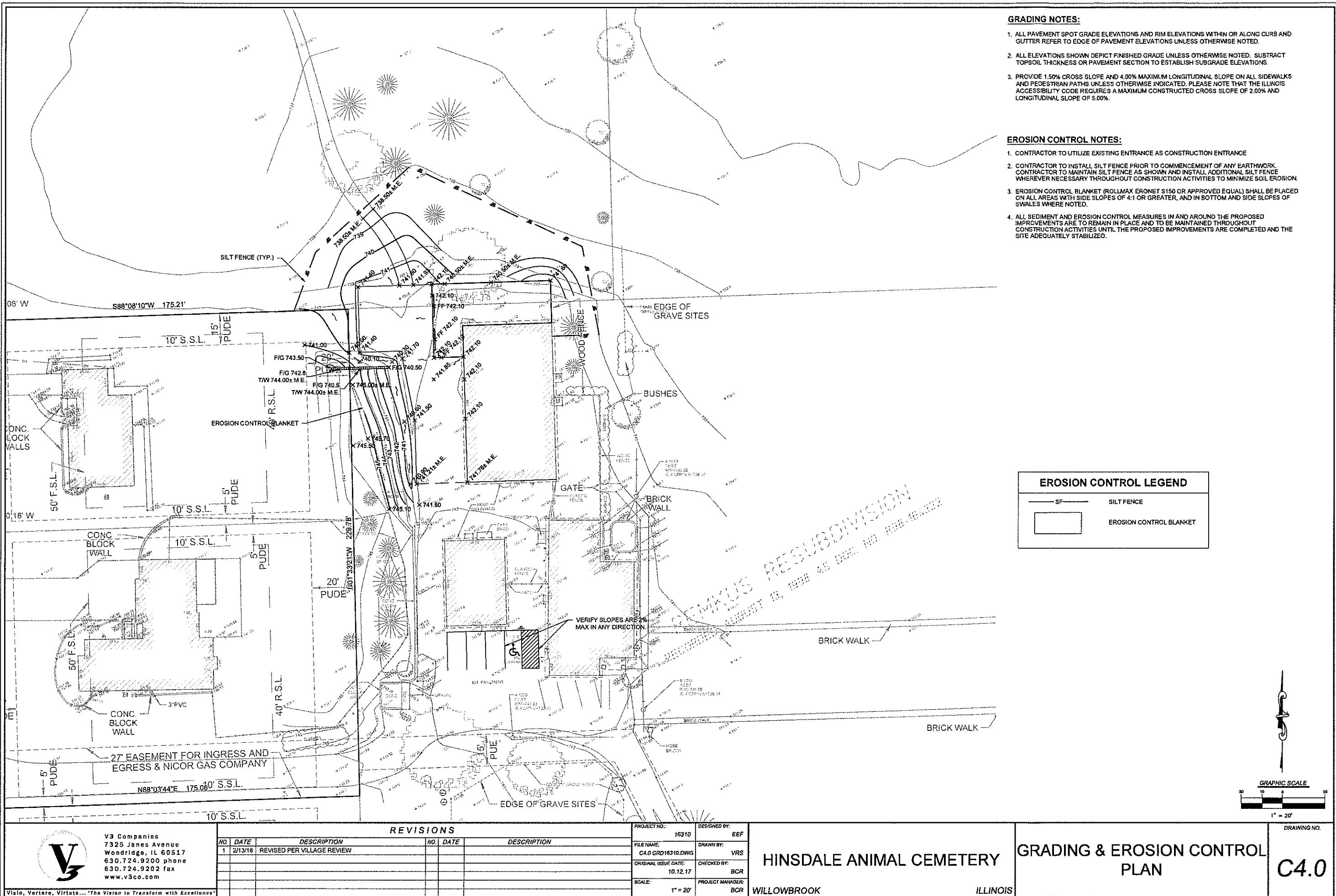
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		16310	EEF
NO.	DATE	DESCRIPTION	FILE NAME:
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			DRAWN BY:
			VRS
			ORIGINAL ISSUE DATE:
			10.12.17
			CHECKED BY:
			BCR
			SCALE:
			1" = 20'
			PROJECT MANAGER:
			BCR

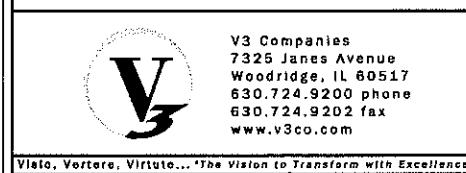
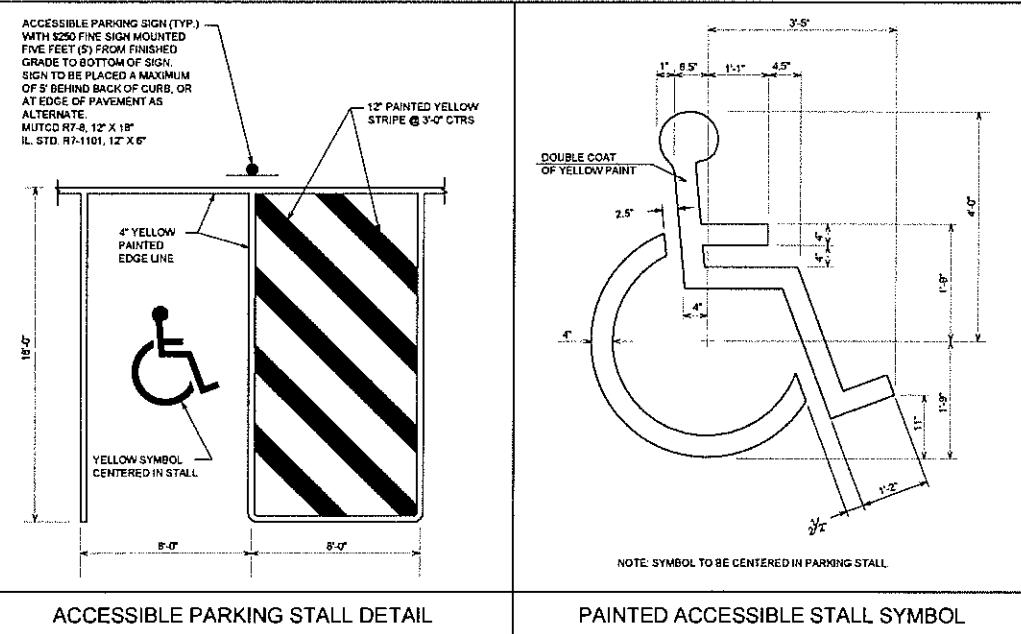
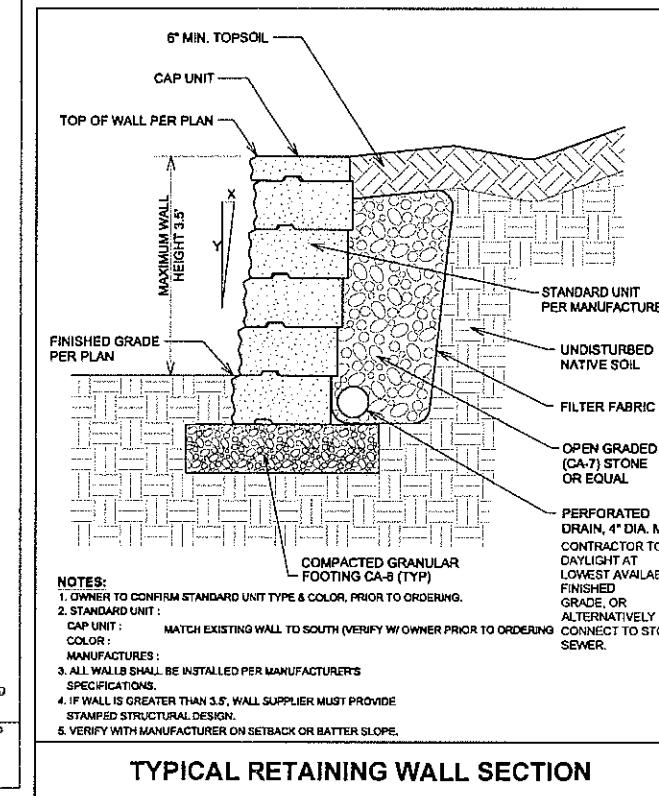
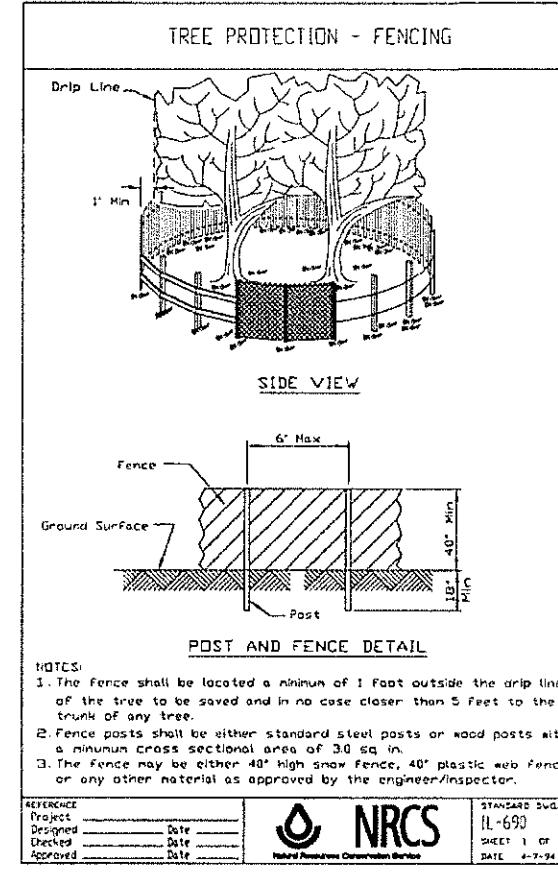
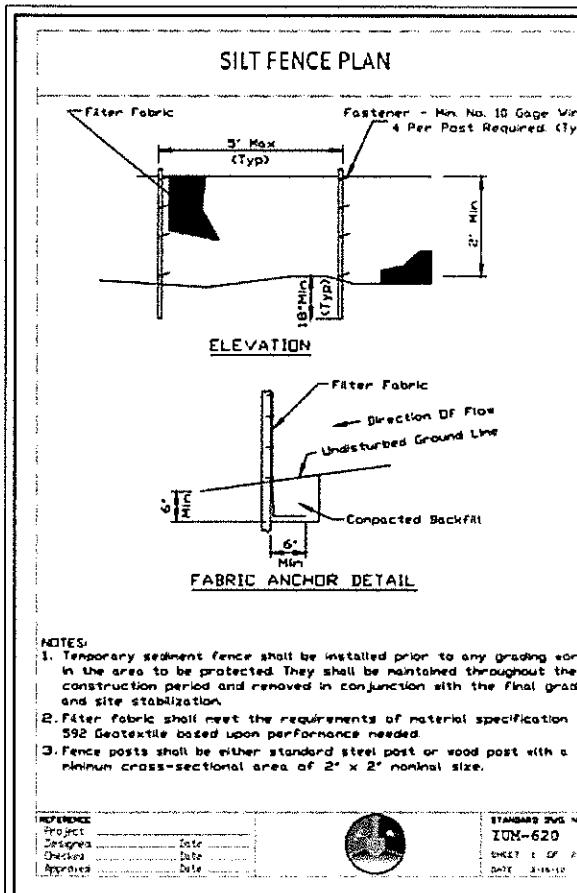
HINSDALE ANIMAL CEMETERY

LAYOUT AND PAVING PLAN

C3.0

116310 - LAYOUT AND PAVING PLAN





REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	2/13/18	REVISED PER VILLAGE REVIEW			

PROJECT NO.: 16310
DESIGNED BY: EEF
FILE NAME: C5.0 DET16310.DWG
DRAWN BY: VRS
ORIGINAL ISSUE DATE: 10.12.17
CHECKED BY: BCR
SCALE: N.T.S.
PROJECT MANAGER: BCR

HINSDALE ANIMAL CEMETERY
WILLOWBROOK FINAL ENGINEERING ILLINOIS

CONSTRUCTION DETAILS

DRAWING NO.
C5.0

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: <p>Receive Plan Commission Recommendation – Public Hearing 18-01: Consideration of a petition for an Amendment to a Planned Unit Development including certain relief exceptions and waivers from Title 9 and Title 10 of the Village Code to allow for the Resubdivision of the subject property into three (3) lots. – John L. Stoetzel, c/o Illinois Industrial Properties, Inc., 500 Joliet Road, 600 Joliet Road, and 7700 Griffin Way, Willowbrook, Illinois.</p>	AGENDA NO. 61
STAFF REVIEW: Natalie Zine, Planning Consultant	SIGNATURE: <i>Natalie Zine</i>
LEGAL REVIEW: Tom Bastian, Village Attorney	SIGNATURE: <i>THOMAS BASTIAN TA</i>
RECOMMENDED BY: Tim Halik, Village Administrator	SIGNATURE: <i>Tim Halik</i>
REVIEWED & APPROVED BY COMMITTEE:	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>

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

The subject property is 12.34 acres in size and was originally part of the Willowbrook Executive Plaza, a subdivision approved by the Village of Willowbrook in 1975. In 1988, the Applicant assembled Lots 31 and 32 of the Willowbrook Executive Plaza and processed an application for approval of a Planned Unit Development (PUD). On June 27, 1988 the Village of Willowbrook adopted Ordinance No. 88-0-23 granting a special use for the requested PUD and final PUD plat for Phase I.

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

The applicant is requesting approval of an Amendment to a Planned Unit Development including certain relief, exceptions and waivers from Title 9 and Title 10 of the Village Code to allow for the Resubdivision of the single lot subject property legally described in Attachment 1 containing three buildings and a parking deck into three lots (one for each building) and out-parcels for the private road and detention basins. This PUD amendment and plat of subdivision will allow for the sale of individual buildings while maintaining compliance with the Village Zoning Code.

The Willowbrook Centre PUD is now almost 30 years old. While the PUD ordinance has been amended throughout the years, the size and location of the structures has been constant for decades. The Applicant is not requesting any changes to the buildings, parking, stormwater management, landscaping, private right-of-way, setbacks or land use. The approved PUD plan itself is not submitted for modification. The Applicant would like to deed the common elements to the Association and to deed separate parcels to separate owners. The Village code requires that the existing PUD plat be modified to reflect the division of the common elements and three buildings into legal lots of record.

The division itself is being accomplished by processing a plat of subdivision consistent with the subdivision regulations of the Village of Willowbrook. The resubdivision of the original PUD Plat is considered by the Village to be a "major change" to the PUD under Section 9-13-4(B)6a. The Applicant will also require various relief from the Zoning and Subdivision ordinances as well as a waiver for the requirement for a PUD to be under "unified ownership or unified control" as outlined in Section 9-13-6(B).

The Plan Commission discussed Mr. Stoetzel's petition at the April 4, 2018, regular meeting of the Plan Commission and voted a unanimous vote of 6-0 of the members present to forward a positive recommendation to the Village Board.

ACTION PROPOSED: Receive Plan Commission Recommendation.



Willowbrook

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Director of Finance

Carrie Dittman

MEMORANDUM

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

MEMO FROM: Dan Kopp, Chairman, Plan Commission

DATE: April 16, 2018

SUBJECT: **Zoning Hearing Case 18-01:** John L. Stoetzel, c/o Illinois Industrial Properties, Inc., 500 Joliet Road, 600 Joliet Road, and 7700 Griffin Way, Willowbrook, Illinois. Consideration of a petition for an Amendment to a Planned Unit Development including certain relief exceptions and waivers from Title 9 and Title 10 of the Village Code to allow for the Resubdivision of the subject property into three (3) lots.

At the regular meeting of the Plan Commission held on April 4, 2018, the above referenced application was discussed and the following motion was made:

MOTION: Made by Remkus seconded by Ruffolo that based on the submitted petition and testimony provided, I move that the Plan Commission approve and adopt the Standards for a Planned Unit Development as well as the Findings of Fact outlined in the Staff Report prepared for PC 18-01 for the April 4, 2018 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of an Amendment to the PUD to allow for the subdivision of the Subject Property into multiple lots.

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

MOTION DECLARED CARRIED

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

DK:nz



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FINDINGS OF FACT

Standards for a Special Use

The Willowbrook Zoning Ordinance establishes seven (7) standards for a Special Use Permit that must be evaluated by the Plan Commission and Village Board. Recommendations may include conditions of approval if appropriate to mitigate any negative impacts created by the Special Use Permit. Pursuant to Section 9-14-5 of the Zoning Regulations of the Village of Willowbrook, The Standards for Special Use Permits are as follows:

9-14-5.2: 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 approved special use for the Willowbrook Centre Planned Unit Development has existed as a formally approved, fully documented PUD at this location for nearly 30 years. The overall development has a 30-year track record incorporating multiple precedential approvals from the Village Board, each of which was accompanied by the findings needed to approve the PUD as a special use. These multiple prior findings of fact eliminate any possibility that the establishment, maintenance or operation of the long existing PUD special use has in any way been detrimental or endangered the public health, safety, morals, comfort or general welfare of the Village.

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

Finding: The approved and legal use of the Willowbrook Centre Planned Unit Development will not be changed. This use was approved nearly 30 years ago and is not proposed to be modified. In approving the Willowbrook Centre Planned Unit Development final plat and special use back in 1989, the Village already made findings that development of the Willowbrook Centre approved special use, if consistent with the final PUD plat for Phases I and II, would not be detrimental to the neighboring properties.

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

Finding: The subdivision of the Willowbrook Centre follows and complies with the normal and orderly development and improvement of surrounding properties for uses that have been permitted in the district for the past 30 years.



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

Finding: No change to utilities, access roads, drainage and/or other necessary facilities for the long existing approved special use have been or are being proposed. Previous findings made at the time the existing special use was approved control and should once again be applied to the division and final PUD plat requested by Applicant.

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

Finding: No change to ingress or egress is proposed. Previous findings made at the time the existing special use was approved control and should once again be applied to the subdivision and final PUD plat requested by Applicant.

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

Finding: The Special Use PUD and Subdivision of the Subject Property lot lines to separate the common elements and buildings from each other conform to the applicable regulations of the district in which it is located, with the exception of the requested relief from bulk regulations.

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

Finding: Not applicable.

Standards for a Planned Unit Development

The Willowbrook Zoning Ordinance establishes seven (7) findings of fact for a Planned Unit Development that must be evaluated by the Plan Commission and Village Board. Recommendations may include conditions of approval if appropriate to mitigate any negative impacts created by the Planned Unit Development. Pursuant to Section 9-13-7 of the Zoning Regulations of the Village of Willowbrook, The Findings for Planned Unit Developments are as follows:



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9-13-7: Findings:

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

Finding: The proposed subdivision of the Willowbrook Centre Planned Unit Development is consistent with the stated purpose of the PUD regulations of the Village in that this PUD has existed as a formally approved, fully documented PUD at this location for nearly 30 years. The overall development has a 30- year track record incorporating multiple precedential approvals from the Village Board, each of which was accompanied by the findings needed to approve the PUD as a special use. These multiple prior findings of fact eliminate any possibility that the establishment, maintenance or operation of the long existing PUD special use has in any way been detrimental or endangered the public health, safety, morals, comfort or general welfare of the Village.

The division of the PUD into separate lots of record is consistent with and in conformity with the conditions attached to this PUD at its initial approval through the covenants and declarations which the Village ordinances state with unequivocal clarity control not only the original construction of the PUD, but also the future use of the PUD. The Plan Commission finds that division of the PUD, is in conformity with the land use expressly authorized in the PUD controlling documents, is consistent with the findings previously adopted in multiple ordinances related to the historical approvals for this PUD special use. Thus, while the proposed subdivision represents a change to the final PUD plat and existing special use, this proposed change is found to have been expressly contemplated and previously authorized by the Village Board.

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

Finding: The proposed subdivision of the Willowbrook Centre Planned Unit Development meets the requirements and standards of the Village planned unit development regulations in that this PUD has existed as a formally approved, fully documented PUD at this location for nearly 30 years. The overall development has a 30-year track record incorporating multiple precedential approvals from the Village Board, each of which was accompanied by the findings needed to approve the PUD as a special use.



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The division of the PUD into separate lots of record meets the requirements and standards of the village PUD regulations in that the conditions imposed by the village board at the initial approval of this PUD require that construction and use of the PUD be done in conformity with the covenants and declarations which expressly permit subdivision. The Plan Commission finds that division of the PUD, is in conformity with the land use expressly authorized in the PUD controlling documents, is consistent with the findings previously adopted in multiple ordinances related to the historical approvals for this PUD special use. Thus, while the proposed subdivision represents a change to the final PUD plat and existing special use, the Plan Commission finds this proposed change was expressly contemplated and previously authorized by the Village Board.

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

Finding: The record of prior approvals documents a detailed history of departures from the zoning regulations. The Plan Commission finds that should the introduction of lot lines to separate the common elements and buildings from each other require relief from bulk regulations that would apply if this site were not already approved as a PUD, the Plan Commission finds that requests for such relief in the same way that relief was repeatedly granted for prior applications and approvals will serve the public interest as it has for the past 30 years.

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

Finding: The Willowbrook Centre Planned Unit Development has existed as a formally approved, fully documented PUD at this location for nearly 30 years. These development approvals address public services, adequate control over vehicular traffic, provide for and protecting designated common open space, and further the amenities of light and air, recreational and visual enjoyment. The division of the PUD to allow ownership of the private roads and stormwater detention facilities by a not-for-profit



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association functions to the benefit of both the building owners as well as the Village.

No change to utilities, access roads, drainage and/or other necessary facilities for the long existing approved special use have been or are being proposed. Previous findings made at the time the existing special use was approved control and should once again be applied to the division and final PUD plat requested by Applicant.

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

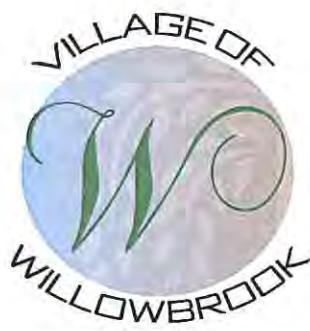
Finding: The approved and legal "use" of the Willowbrook Centre Planned Unit Development will not be changed. This use was approved nearly 30 years ago and is not proposed to be modified.

Evaluation of how the expressly permitted subdivision of the PUD is compatible in relationship to the existing special use first requires an examination of the interrelationship of the buildings and uses of the Willowbrook Centre to each of the neighboring uses and adjacent properties outside of the PUD. Next, this compatibility of the subdivision requires an examination of how the requested subdivision impacts the interrelationship of the approved buildings and uses within the Willowbrook Centre special use to each other. The Plan Commission finds that in approving the Willowbrook Centre Planned Unit Development final plat and special use back in 1989, the Village already made findings that development of the Willowbrook Centre approved special use, if consistent with the final PUD plat for Phases I and II, would be compatible with the adjacent properties. The subdivision of the PUD will not in any way impact this previous finding. Existing uses and buildings within the PUD are in conformity with the land use and special use approvals already in place, and the proposed division of ownership by subdivision will in no way alter the interrelationship of the existing buildings with the existing neighboring properties. The exterior lot lines remain the same. The setbacks in relationship to the approved exterior lot lines remain the same. The distances between the Willowbrook Centre buildings and neighboring buildings remain the same.

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



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Finding: The approved special use for the Willowbrook Centre Planned Unit Development has existed as a formally approved, fully documented, and fully developed PUD at this location for nearly 30 years. The overall development has a 30-year track record incorporating multiple precedential approvals from the Village Board and a 30-year track record of contributions to the Village's tax base. This decades' long record establishes that the development, maintenance and operation of the long existing, fully built-out PUD, has contributed to the tax base and economic well-being of the Village.

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

Finding: Within the Village's Comprehensive Plan, the subject parcel is projected as "office research/industrial" for future land use. The policies guiding "office research/industrial" land use is published on page 37 of the Comprehensive Plan. Item OR2 specifies that "office research and industrial development should be undertaken in a planned manner" and "designed and developed as unified, well landscaped campus environments." The Willowbrook Centre PUD met this standard when originally approved more than five years prior to the 1993 Comprehensive Plan was even considered.

Further, OR7 expressly states: "New office research and industrial development areas should be designed to allow maximum flexibility, with larger land areas capable of being subdivided and developed according to specific market demands." The Plan Commission finds that because the PUD is an existing PUD, and the only change proposed is subdivision consistent with the controlling documents within the original approval, the policy detailed in OR7 is fulfilled in its entirety.



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Village of Willowbrook
Staff Report to the Village Board

Village Board Receive Date: April 23, 2018

Village Board Vote Date: April 23, 2018

Plan Commission Date: April 4, 2018

Prepared By: Natalie Zine, Planning Consultant

Case Title: Willowbrook Centre PUD Resubdivision

Petitioner: John L. Stoetzel c/o Illinois Industrial Properties, Inc. 1809 N. Mill Street – Suite E, Naperville, IL 60563.

Action Requested: Consideration of a petition requesting an Amendment to a Planned Unit Development including certain relief exceptions and waivers from Title 9 and Title 10 of the Village Code to allow for the Resubdivision of the property legally described in Attachment 1.

Purpose: To allow the petitioner to subdivide the single lot Subject Property into three lots and out-parcels, which will allow for the sale of individual lots/buildings while maintaining compliance with the Village Zoning Code.

Location: Northwest corner of N Frontage (Joliet) Rd and Madison Street; common addresses 500 Joliet Road, 600 Joliet Road, and 7700 Griffin Way.

PINs: 09-26-404-027

Existing Zoning: M-1 Light Manufacturing

Proposed Zoning: M-1 Light Manufacturing

Existing Land Use: Industrial/Office Park, three (3) multi-tenant flex buildings and a parking garage

Property Size: 12.33 Acres

Surrounding Land Use:	Use	Zoning
North	Light Manufacturing	M-1
	Office Research	OR
South	Community Shopping	B-2
	General Business	B-3
East	Unincorporated	OUTSD
West	Light Manufacturing	M-1

Necessary Action by Village Board: Receive Plan Commission Recommendation and consider the attached ordinance.

Documents Attached:

- Attachment 1: Legal Description (1 page)
- Attachment 2: Amended PUD Plat of Willowbrook Center Phase I and II, as subdivided (dated 03-01-18, 1 sheet)
- Attachment 3: Final Plat of Willowbrook Centre Resubdivision (dated 3-1-18, 2 sheets)

Site Description

The property consists of a total of 12.33 acres and is located at the northwest corner of N Frontage (Joliet) Rd and Madison Street; common addresses 500 Joliet Road, 600 Joliet Road, and 7700 Griffin Way. The property is zoned M-1 Light Manufacturing and is adjacent to properties also in the M-1 Light Manufacturing district to the north and west, OR Office Research to the north also, as well as B-2 Community Shopping and B-3 General Business to the south.

Exhibit 1: Location Map

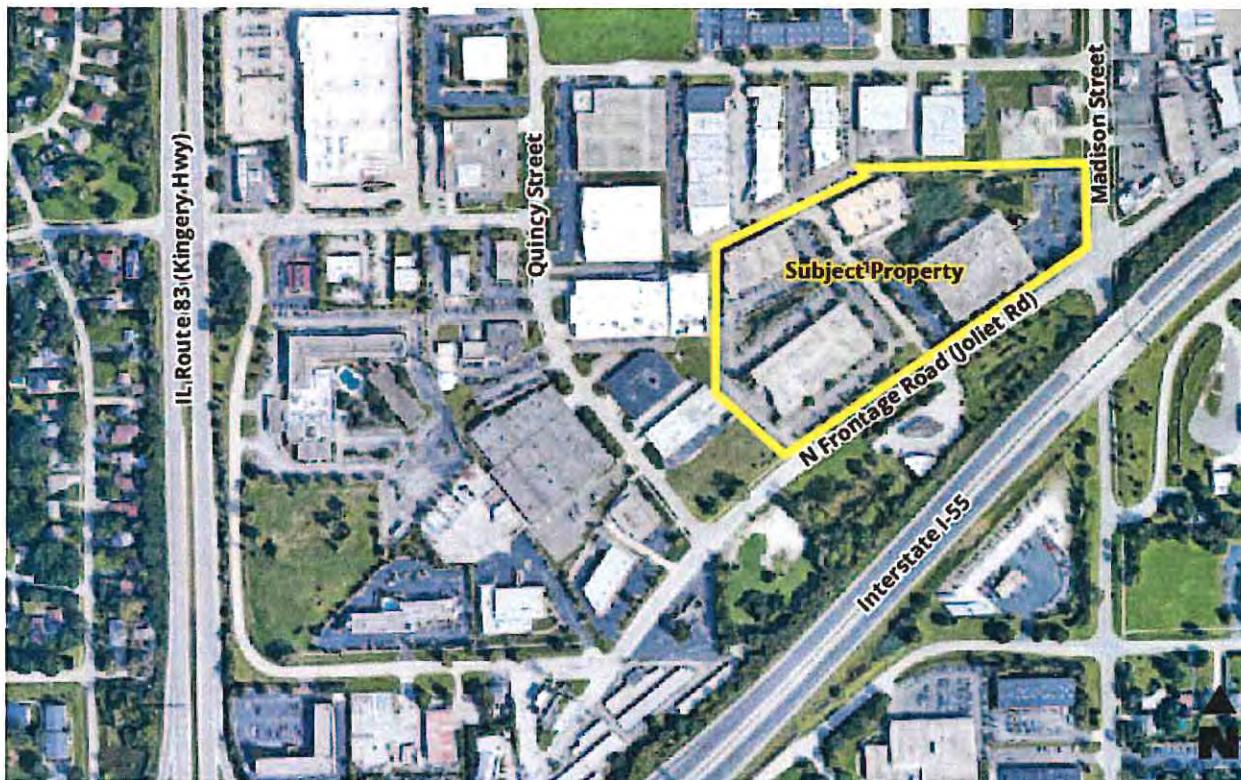


Exhibit 2: Zoning Map (M-1 Light Manufacturing)

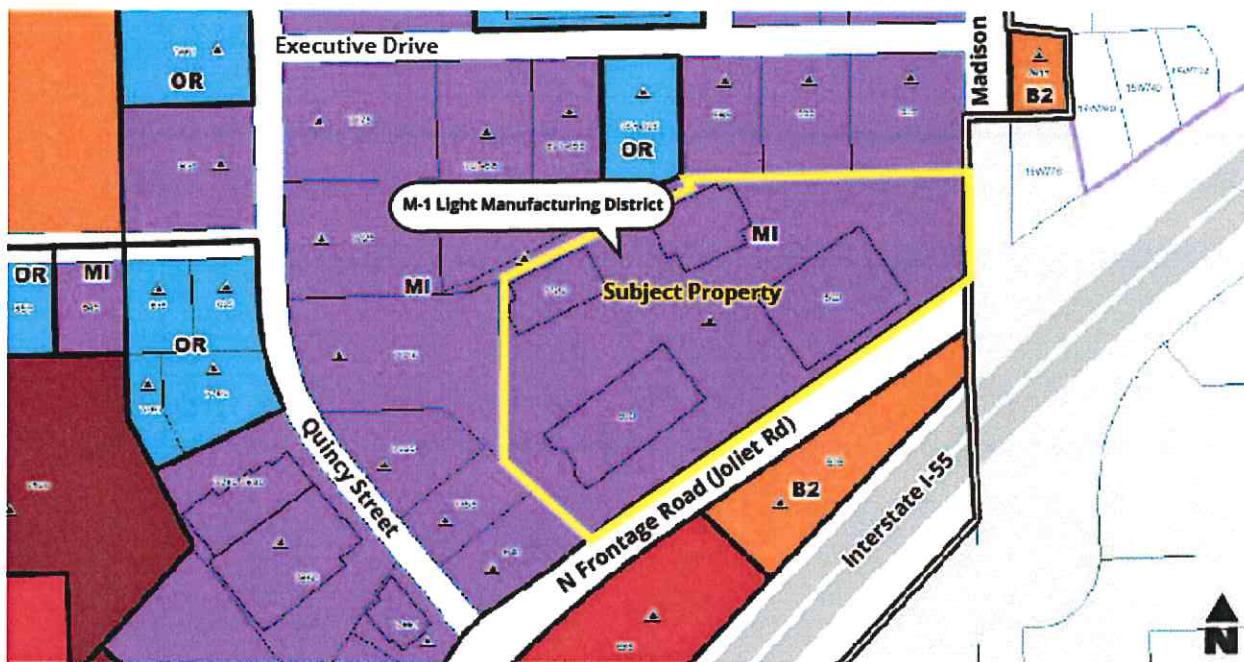
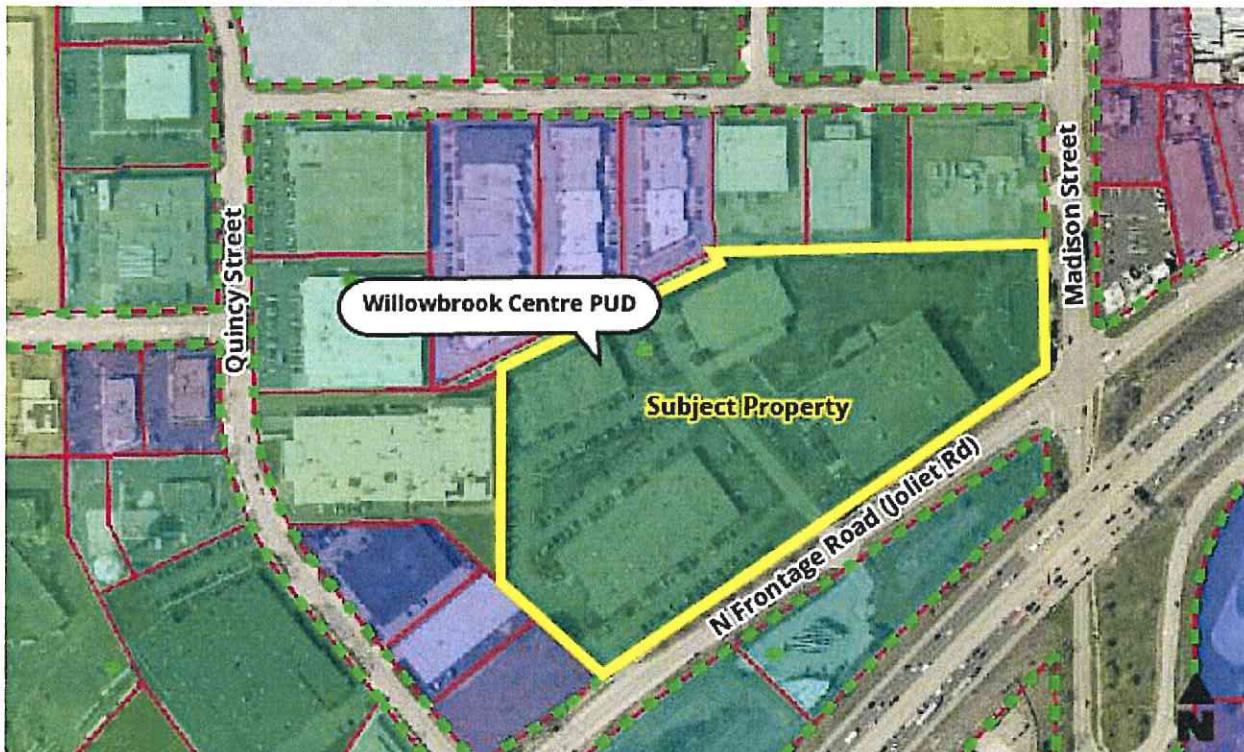


Exhibit 3: Subdivision Map (Willowbrook Centre)





Development Proposal

Request

The applicant is requesting approval of an Amendment to a Planned Unit Development including certain relief, exceptions and waivers from Title 9 and Title 10 of the Village Code to allow for the Resubdivision of the single lot subject property legally described in Attachment 1 containing three buildings and a parking deck into three lots (one for each building) and out-parcels for the private road and detention basins. This PUD amendment and plat of subdivision will allow for the sale of individual buildings while maintaining compliance with the Village Zoning Code.

Summary of Requests:

1. Amendment to the Final Plat of PUD for the Willowbrook Centre (as subdivided).
2. Certain relief, exceptions and waivers from Title 9 and Title 10 of the Village Code.

The Willowbrook Centre PUD is now almost 30 years old. While the PUD ordinance has been amended throughout the years, the size and location of the structures has been constant for decades. The Applicant is not requesting any changes to the buildings, parking, stormwater management, landscaping, private right-of-way, setbacks or land use. The approved PUD plan itself is not submitted for modification. The Applicant would like to deed the common elements to the Association and to deed separate parcels to separate owners. The Village code requires that the existing PUD plat be modified to reflect the division of the common elements and three buildings into legal lots of record.

The division itself is being accomplished by processing a plat of subdivision consistent with the subdivision regulations of the Village of Willowbrook. The resubdivision of the original PUD Plat is considered by the Village to be a "major change" to the PUD under Section 9-13-4(B)6a. The Applicant will also require various relief from the Zoning and Subdivision ordinances as well as a waiver for the requirement for a PUD to be under "unified ownership or unified control" as outlined in Section 9-13-6(B).

Staff Analysis

Property History

The subject property is 12.34 acres in size and was originally part of the Willowbrook Executive Plaza, a subdivision approved by the Village of Willowbrook in 1975. In 1988, the Applicant assembled Lots 31 and 32 of the Willowbrook Executive Plaza and processed an application for approval of a Planned Unit Development (PUD). On June 27, 1988 the Village of Willowbrook adopted Ordinance No. 88-0-23 granting a special use for the requested PUD and final PUD plat for Phase I.

The approvals granted for this PUD provided that the property construction and use be in substantial conformance with a Declaration of Protective Covenants for Willowbrook Centre, Willowbrook, Illinois as prepared by Eugene Callahan, dated April 18, 1988. The covenants (Document No. R88-088532) provided for the creation of a not-for-profit owner's association, allowance of the developer to deed the common elements to the owner's association, and allowance of the developer to deed individual parcels to separate ownership individuals or business entities, among other things.



The Village has since adopted a number of Ordinances amending the Special Use for the Willowbrook Centre PUD. In 1989, the Village adopted Ordinance No. 89-0-46 amending the special use for the Willowbrook Centre PUD and granting final subdivision plat and final PUD plat approval for both Phases I and II of the PUD.

In 1997, the Village adopted Ordinance No. 97-0-26 amending the special use for the Willowbrook Centre PUD, and approving bulk regulation variations and final PUD plats to add a parking structure and related improvements. In 2003, the Village adopted Ordinance No. 03-0-17 amending the special use for the Willowbrook Centre PUD to permit the installation of an emergency generator and granting final PUD plat amendment.

In 2012, the Village adopted Ordinance No. 12-0-25 amending the special use for the Willowbrook Centre PUD to allow a vocational school to occupy up to 51,000 square feet of the 500 Joliet Road building, with related landscape approval and bulk regulation waivers. In 2013, the Village adopted Ordinance No. 13-0-15 amending the special use permit for the Willowbrook Centre PUD to allow a minor change to adjust tenant space use restriction. In 2013, the Village adopted Ordinance No. 13-0-25 amending the special use permit for the Willowbrook Centre PUD to allow a minor change to the approved landscape plan.

Certain Relief/Waivers Requested

In order to maintain compliance with the Village Zoning Code, this PUD amendment and plat of subdivision require certain relief, exceptions, and waivers as outlined below.

Zoning Ordinance

Pursuant to Section 9-13-6 of the Village Code, the following waivers from the provisions of the Zoning Ordinance be and the same are requested:

PARCEL A

1. That Section 9-8-3(B), Bulk Regulations, Minimum Lot Width, be varied to permit a reduction in the minimum lot width to less than one hundred and twenty feet (120') for Parcel A of the SUBJECT REALTY, as shown on the Amended Final Plat of PUD, as subdivided.

PARCEL B

2. That Section 9-8-3(A), Bulk Regulations, Minimum Lot Area, be varied to permit a reduction in the minimum lot area to less than one half acre (0.5 Acres) for Parcel C of the SUBJECT REALTY, as shown on the Amended Final Plat of PUD, as subdivided.
3. That Section 9-8-3(B), Bulk Regulations, Minimum Lot Width, be varied to permit a reduction in the minimum lot width to less than one hundred and twenty feet (120') for Parcel A of the SUBJECT REALTY, as shown on the Amended Final Plat of PUD, as subdivided.

PARCEL C

4. That Section 9-8-3(B), Bulk Regulations, Minimum Lot Width, be varied to permit a reduction in the minimum lot width to less than one hundred and twenty feet (120') for Parcel C of the SUBJECT REALTY, as shown on the Amended Final Plat of PUD, as subdivided.

LOT 1

5. That Section 9-8-3(C) Bulk Regulations, Minimum Lot Depth, be varied to permit a reduction in the minimum lot depth to less than one hundred and twenty (120') for Lot 1 of the SUBJECT REALTY as shown on the Amended Final Plat of PUD, as subdivided.
6. That Section 9-8-3(D) Bulk Regulations, Minimum Yard Requirements, be varied to permit a reduction in the minimum exterior side yard setback to less than forty feet (40') for Lot 1 of the SUBJECT REALTY as shown on the Amended Final Plat of PUD, as subdivided.



7. That Section 9-8-3(D) Bulk Regulations, Minimum Yard Requirements, be varied to permit a reduction in the minimum interior side yard setback to less than twenty feet (20') for Lot 1 of the SUBJECT REALTY as shown on the Amended Final Plat of PUD, as subdivided.
8. That Section 9-8-3(D) Bulk Regulations, Minimum Yard Requirements, be varied to permit a reduction in the minimum rear yard setback to less than twenty feet (20') for Lot 1 of the SUBJECT REALTY as shown on the Amended Final Plat of PUD, as subdivided.
9. That Section 9-10-5(G) Off-Street Parking, In Yards, be varied to permit a reduction in the minimum required exterior side and front yards pavement setback to less than fifteen feet (15') for Lot 1 of the SUBJECT REALTY as shown on the Amended Final Plat of PUD, as subdivided.
LOT 2
10. That Section 9-8-3(C) Bulk Regulations, Minimum Lot Depth, be varied to permit a reduction in the minimum lot depth to less than one hundred and twenty (120') for Lot 2 of the SUBJECT REALTY as shown on the Amended Final Plat of PUD, as subdivided.
11. That Section 9-8-3(D) Bulk Regulations, Minimum Yard Requirements, be varied to permit a reduction in the minimum exterior side yard setback to less than forty feet (40') for Lot 1 of the SUBJECT REALTY as shown on the Amended Final Plat of PUD, as subdivided.
12. That Section 9-10-5(G) Off-Street Parking, In Yards, be varied to permit a reduction in the minimum required exterior side and front yards pavement setback to less than fifteen feet (15') for Lot 2 of the SUBJECT REALTY as shown on the Amended Final Plat of PUD, as subdivided.
LOT 3
13. That Section 9-10-5(G) Off-Street Parking, In Yards, be varied to permit a reduction in the minimum required exterior side and front yards pavement setback to less than fifteen feet (15') for Lot 3 of the SUBJECT REALTY as shown on the Amended Final Plat of PUD, as subdivided.

PUD Standards

Pursuant to Section 9-13-6 of the Village Code, the following variations from the provisions of the Subdivision Regulations be and the same are requested:

14. That Section 9-13-6(B) PUD Standards, Size and Ownership, be varied to waive the requirement that the SUBJECT REALTY be under single ownership and/or unified control.
15. That Section 9-13-6(F) PUD Standards, Yards, be varied to waive the requirement that the required yards or setbacks along the periphery of the planned unit development be at least equal in width or depth to that of the applicable required yard within the adjacent zoning district.

Subdivision Ordinance

Pursuant to Section 10-8-7 of the Village Code, the following variations from the provisions of the Subdivision Regulations be and the same are requested:

16. That Section 10-3-4, Preliminary Plat, be varied to waive the prerequisite requirement of filing a preliminary plat of subdivision prior to the final plat subdivision.
Parcel A
17. That Section 10-4-3(B), Lots, Arrangement, be varied to waive the requirement that Parcel A of the SUBJECT REALTY front on a public street.
Parcel C
18. That Section 10-4-3(B), Lots, Arrangement, be varied to waive the requirement that Parcel C of the SUBJECT REALTY front on a public street.



Standards for a Special Use

The Willowbrook Zoning Ordinance establishes seven (7) standards for a Special Use Permit that must be evaluated by the Plan Commission and Village Board. Recommendations may include conditions of approval if appropriate to mitigate any negative impacts created by the Special Use Permit. Pursuant to Section 9-14-5 of the Zoning Regulations of the Village of Willowbrook, The Standards for Special Use Permits are as follows:

9-14-5.2: 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 approved special use for the Willowbrook Centre Planned Unit Development has existed as a formally approved, fully documented PUD at this location for nearly 30 years. The overall development has a 30-year track record incorporating multiple precedential approvals from the Village Board, each of which was accompanied by the findings needed to approve the PUD as a special use. These multiple prior findings of fact eliminate any possibility that the establishment, maintenance or operation of the long existing PUD special use has in any way been detrimental or endangered the public health, safety, morals, comfort or general welfare of the Village.

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

Finding: The approved and legal use of the Willowbrook Centre Planned Unit Development will not be changed. This use was approved nearly 30 years ago and is not proposed to be modified. In approving the Willowbrook Centre Planned Unit Development final plat and special use back in 1989, the Village already made findings that development of the Willowbrook Centre approved special use, if consistent with the final PUD plat for Phases I and II, would not be detrimental to the neighboring properties.

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

Finding: The subdivision of the Willowbrook Centre follows and complies with the normal and orderly development and improvement of surrounding properties for uses that have been permitted in the district for the past 30 years.

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

Finding: No change to utilities, access roads, drainage and/or other necessary facilities for the long existing approved special use have been or are being proposed. Previous findings made at the time the existing special use was approved control and should once again be applied to the division and final PUD plat requested by Applicant.



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

Finding: No change to ingress or egress is proposed. Previous findings made at the time the existing special use was approved control and should once again be applied to the subdivision and final PUD plat requested by Applicant.

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

Finding: The Special Use PUD and Subdivision of the Subject Property lot lines to separate the common elements and buildings from each other conform to the applicable regulations of the district in which it is located, with the exception of the requested relief from bulk regulations.

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

Finding: Not applicable.

Findings of Fact for a Planned Unit Development

The Willowbrook Zoning Ordinance establishes seven (7) findings of fact for a Planned Unit Development that must be evaluated by the Plan Commission and Village Board. Recommendations may include conditions of approval if appropriate to mitigate any negative impacts created by the Planned Unit Development. Pursuant to Section 9-13-7 of the Zoning Regulations of the Village of Willowbrook, The Findings for Planned Unit Developments are as follows:

9-13-7: Findings:

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

Finding: The proposed subdivision of the Willowbrook Centre Planned Unit Development is consistent with the stated purpose of the PUD regulations of the Village in that this PUD has existed as a formally approved, fully documented PUD at this location for nearly 30 years. The overall development has a 30- year track record incorporating multiple precedential approvals from the Village Board, each of which was accompanied by the findings needed to approve the PUD as a special use. These multiple prior findings of fact eliminate any possibility that the establishment, maintenance or operation of the long existing PUD special use has in any way been detrimental or endangered the public health, safety, morals, comfort or general welfare of the Village.

The division of the PUD into separate lots of record is consistent with and in conformity with the conditions attached to this PUD at its initial approval through the covenants and



declarations which the Village ordinances state with unequivocal clarity control not only the original construction of the PUD, but also the future use of the PUD. The Plan Commission finds that division of the PUD, is in conformity with the land use expressly authorized in the PUD controlling documents, is consistent with the findings previously adopted in multiple ordinances related to the historical approvals for this PUD special use. Thus, while the proposed subdivision represents a change to the final PUD plat and existing special use, this proposed change is found to have been expressly contemplated and previously authorized by the Village Board.

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

Finding: The proposed subdivision of the Willowbrook Centre Planned Unit Development meets the requirements and standards of the Village planned unit development regulations in that this PUD has existed as a formally approved, fully documented PUD at this location for nearly 30 years. The overall development has a 30-year track record incorporating multiple precedential approvals from the Village Board, each of which was accompanied by the findings needed to approve the PUD as a special use.

The division of the PUD into separate lots of record meets the requirements and standards of the village PUD regulations in that the conditions imposed by the village board at the initial approval of this PUD require that construction and use of the PUD be done in conformity with the covenants and declarations which expressly permit subdivision. The Plan Commission finds that division of the PUD, is in conformity with the land use expressly authorized in the PUD controlling documents, is consistent with the findings previously adopted in multiple ordinances related to the historical approvals for this PUD special use. Thus, while the proposed subdivision represents a change to the final PUD plat and existing special use, the Plan Commission finds this proposed change was expressly contemplated and previously authorized by the Village Board.

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

Finding: The record of prior approvals documents a detailed history of departures from the zoning regulations. The Plan Commission finds that should the introduction of lot lines to separate the common elements and buildings from each other require relief from bulk regulations that would apply if this site were not already approved as a PUD, the Plan Commission finds that requests for such relief in the same way that relief was repeatedly granted for prior applications and approvals will serve the public interest as it has for the past 30 years.

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

Finding: The Willowbrook Centre Planned Unit Development has existed as a formally approved, fully documented PUD at this location for nearly 30 years. These development approvals address public services, adequate control over vehicular traffic, provide for and



protecting designated common open space, and further the amenities of light and air, recreational and visual enjoyment. The division of the PUD to allow ownership of the private roads and stormwater detention facilities by a not-for-profit association functions to the benefit of both the building owners as well as the Village.

No change to utilities, access roads, drainage and/or other necessary facilities for the long existing approved special use have been or are being proposed. Previous findings made at the time the existing special use was approved control and should once again be applied to the division and final PUD plat requested by Applicant.

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

Finding: The approved and legal "use" of the Willowbrook Centre Planned Unit Development will not be changed. This use was approved nearly 30 years ago and is not proposed to be modified.

Evaluation of how the expressly permitted subdivision of the PUD is compatible in relationship to the existing special use first requires an examination of the interrelationship of the buildings and uses of the Willowbrook Centre to each of the neighboring uses and adjacent properties outside of the PUD. Next, this compatibility of the subdivision requires an examination of how the requested subdivision impacts the interrelationship of the approved buildings and uses within the Willowbrook Centre special use to each other. The Plan Commission finds that in approving the Willowbrook Centre Planned Unit Development final plat and special use back in 1989, the Village already made findings that development of the Willowbrook Centre approved special use, if consistent with the final PUD plat for Phases I and II, would be compatible with the adjacent properties. The subdivision of the PUD will not in any way impact this previous finding. Existing uses and buildings within the PUD are in conformity with the land use and special use approvals already in place, and the proposed division of ownership by subdivision will in no way alter the interrelationship of the existing buildings with the existing neighboring properties. The exterior lot lines remain the same. The setbacks in relationship to the approved exterior lot lines remain the same. The distances between the Willowbrook Centre buildings and neighboring buildings remain the same.

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

Finding: The approved special use for the Willowbrook Centre Planned Unit Development has existed as a formally approved, fully documented, and fully developed PUD at this location for nearly 30 years. The overall development has a 30-year track record incorporating multiple precedential approvals from the Village Board and a 30-year track record of contributions to the Village's tax base. This decades' long record establishes that the development, maintenance and operation of the long existing, fully built-out PUD, has contributed to the tax base and economic well-being of the Village.



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

Finding: Within the Village's Comprehensive Plan, the subject parcel is projected as "office research/industrial" for future land use. The policies guiding "office research/industrial" land use is published on page 37 of the Comprehensive Plan. Item OR2 specifies that "office research and industrial development should be undertaken in a planned manner" and "designed and developed as unified, well landscaped campus environments." The Willowbrook Centre PUD met this standard when originally approved more than five years prior to the 1993 Comprehensive Plan was even considered.

Further, OR7 expressly states: "New office research and industrial development areas should be designed to allow maximum flexibility, with larger land areas capable of being subdivided and developed according to specific market demands." The Plan Commission finds that because the PUD is an existing PUD, and the only change proposed is subdivision consistent with the controlling documents within the original approval, the policy detailed in OR7 is fulfilled in its entirety.

Staff Recommendation

Staff is supportive of the proposed petition and recommends approval of the Amendment to the Willowbrook Centre Planned Unit Development (PUD) to allow for the subdivision of the single-lot Subject Property containing three buildings and a parking deck into three lots (one for each building) and out-parcels for the private road and detention basins. This PUD amendment and plat of subdivision will allow for the sale of individual buildings while maintaining compliance with the Village Zoning Code.

Case 18-01 Sample Motion

Based on the submitted petition and testimony provided, I move that the Plan Commission approve and adopt the Standards for a Planned Unit Development as well as the Findings of Fact outlined in the Staff Report prepared for PC 18-01 for the April 4, 2018 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of an Amendment to the PUD to allow for the subdivision of the Subject Property into multiple lots.

Motion

The following motion made by Remkus was seconded by Ruffolo and approved unanimous 6-0 roll call vote of the members present:

Based on the submitted petition and testimony provided, I move that the Plan Commission approve and adopt the Standards for a Planned Unit Development as well as the Findings of Fact outlined in the Staff Report prepared for PC 18-01 for the April 4, 2018 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of an Amendment to the PUD to allow for the subdivision of the Subject Property into multiple lots.



Attachment 1: Legal Description

LOT 1 IN "WILLOWBROOK CENTRE", 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 DECEMBER 14, 1989, AS DOCUMENT NUMBER R89-157289. IN DU PAGE COUNTY, ILLINOIS.



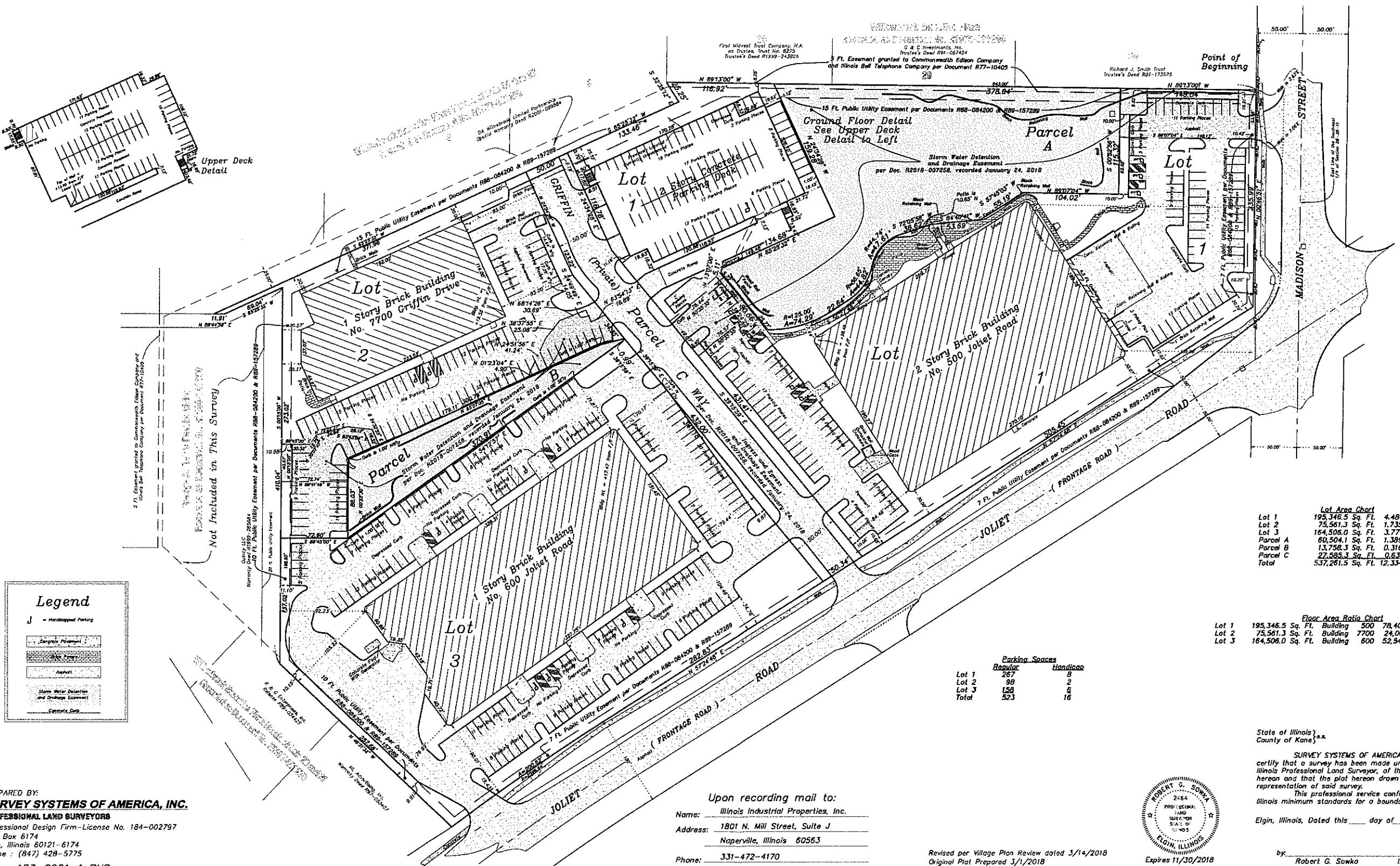
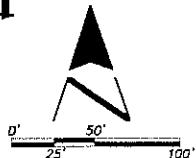
Attachment 2: Amended PUD Plat of Willowbrook Center Phase I and II, as subdivided (dated 03-01-18, 1 sheet)

Amended PUD Plat of Willowbrook Centre Phase I and II, as subdivided

Lot 1 in **WILLOWBROOK CENTRE**, according to the plot thereof recorded December 14, 1989 as Document R89-157289, being a resubdivision of part of the Southeast Quarter of Section 26, Township 38 North, Range 11 East of the Third Principal Meridian, in DuPage County, Illinois.

PIN 09-26-404-027

COMMONLY KNOWN AS 500-80 JOLIET ROAD, WILLOWBROOK, IL 60521



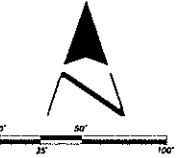


Attachment 3: Final Plat of Willowbrook Centre Resubdivision (dated 3-1-18, 2 sheets)

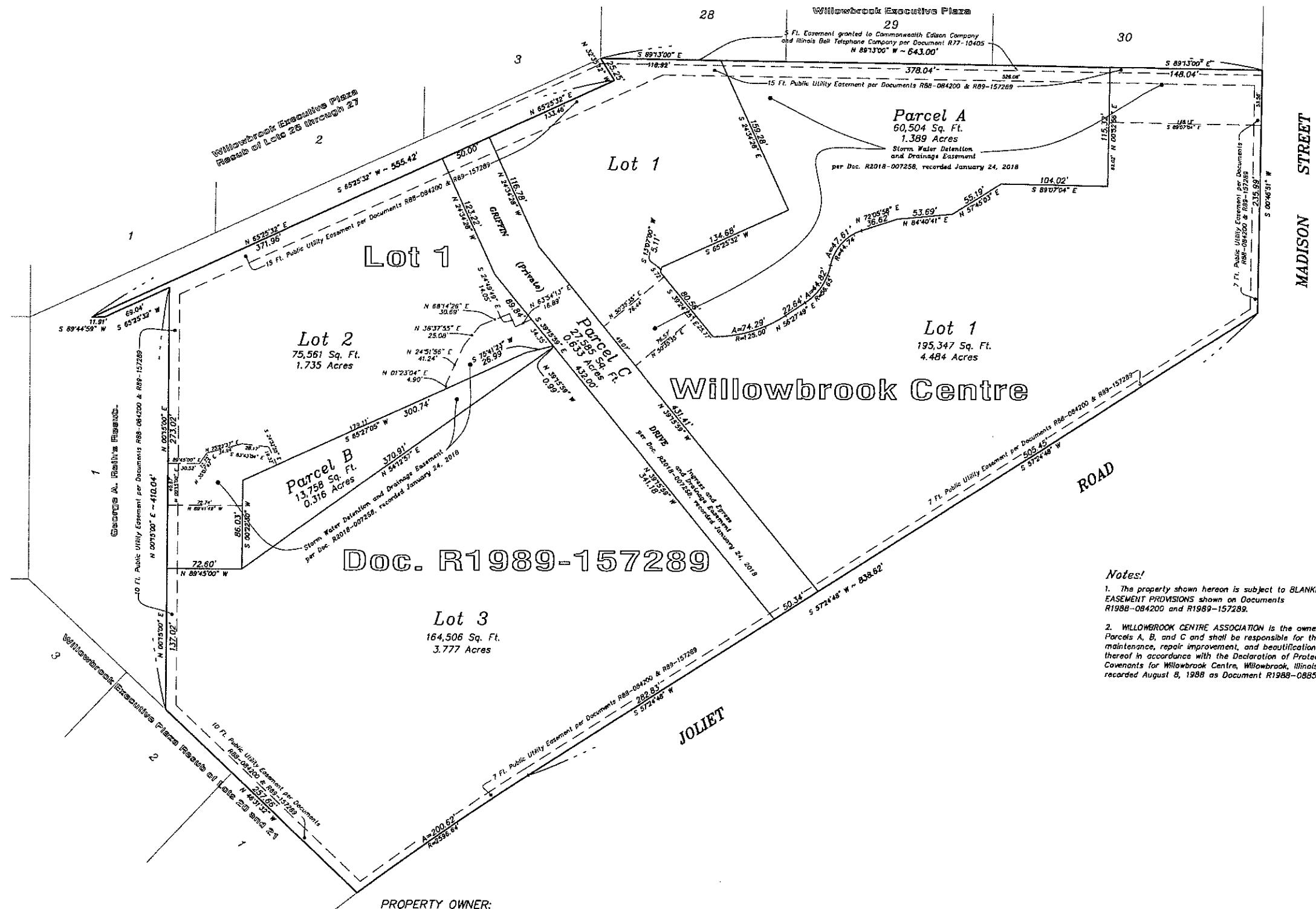
FINAL PLAT
WILLOWBROOK CENTRE RESUBDIVISION

BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 3
9 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DuPAGE COUNTY, ILLINOIS.

PIN 09-26-404-027



Zoning
According to the Village of Willowbrook
the property shown and described hereon
is zoned M-1 Light Manufacturing District



Notes!

1. The property shown hereon is subject to BLANKET EASEMENT PROVISIONS shown on Documents R1988-084200 and R1989-157289.
2. WILLOWBROOK CENTRE ASSOCIATION is the owner of Parcels A, B, and C and shall be responsible for the maintenance, repair improvement, and beautification thereof in accordance with the Declaration of Protective Covenants for Willowbrook Centre, Willowbrook, Illinois recorded August 8, 1988 as Document R1988-084532.

PREPARED BY:
SURVEY SYSTEMS OF AMERICA, INC.
Professional Design Firm - License No. 184-002787
PROFESSIONAL LAND SURVEYORS
P.O. Box 6174
Elgin, Illinois 60121-6174
Phone : (847) 428-5775
ORDER NO. 183-0961-1 PS

PROPERTY OWNER

Chicago Title Land Trust Company

Name: under Trust No. 123910-09

C/O: *Illinois Industrial Properties, Inc.*

Address: 1801 N. Mill Street, Suite 4

Address: 11007 W. 4th Street, Suite 3
Naperville, Illinois 60563

Naperville, Illinois 60563

Phone: 331-472-4170

Upon recording mail to

Illinois Industrial Properties, Inc.

Name: White Industrial Properties, Inc.

Address: 1801 N. Mill Street, Suite 3

Naperville, Illinois 60563

Phone: 331-472-4170

FINAL PLAT

WILLOWBROOK CENTRE RESUBDIVISION

BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 3
9 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.

PIN 09-26-404-027

OWNER'S CERTIFICATE

State of Illinois } ss.
County of _____

Chicago Title Land Trust Company, a corporation of Illinois successor
Trustee to American National Bank and Trust Company of Chicago, as
known as Trust No. 123910-09, does hereby certify that it is, as such
Trustee, the owner of the property described hereby and that it has
caused said property to be surveyed and subdivided as shown herein, for
the uses and purposes therein set forth, and does hereby acknowledge
and adopt the same under the style and title thereon indicated.

We further certify that, to the best of our knowledge, the property
shown herein is located in Elementary School District 52 and High
School District 86 in DuPage County, Illinois.

Dated at _____, Illinois, this _____ day of _____, A.D. 2018
as Trustee, as aforesaid, and not individually.
Chicago Title Land Trust Company

Signed: _____ Attest: _____
President Secretary

Surface Water Drainage Certificate

State of Illinois } ss.
County of _____

We hereby certify that the topographical and profile studies required by the Plat Act,
765 ILCS Act 205, as now or hereafter amended, have been filed with the Village of
Willowbrook, a municipal corporation in DuPage County, Illinois, and the Certification as to
drainage required by said Act made thereon.

Dated this _____ day of _____, A.D., 2018.

Registered Professional Engineer
License No. _____

Owner(s) or duly authorized attorney

VILLAGE ENGINEER'S CERTIFICATE

State of Illinois } ss.
County of DuPage } ss.

I, _____, Village Engineer of the Village of
Willowbrook, Illinois, hereby certify that the public improvements for this
subdivision as shown by the plans and specifications therefor, meet the minimum
requirements of said village and have been approved by all public authorities
having jurisdiction thereof.

Dated at Willowbrook, DuPage County, Illinois,
this _____ day of _____, A.D., 2018.

Village Engineer

RECORDER'S CERTIFICATE

State of Illinois } ss.
County of DuPage } ss.

This Instrument No. _____ was filed for record in the
Recorder's Office of DuPage County, Illinois, on the _____ day of _____,
A.D., 2018, at _____ o'clock and was recorded in Book _____ of Plots on Page _____.

By: _____
Recorder of Deeds
DuPage County

State of Illinois } ss.
County of _____

I, _____, a Notary Public in and for said County, in the State
aforesaid, do hereby certify that _____ President and _____
Secretary of _____ personally
known to me to be the same persons whose names are subscribed to the foregoing
instrument as _____ President and _____ Secretary, respectively, appeared before me this
day in person and acknowledged that they signed and delivered the said instrument as
their own free and voluntary act and as the free and voluntary act of said Corporation
and that said _____ Secretary did also then and there acknowledge that _____, as custodian
of the Corporate Seal of said Corporation, did affix the said Corporate Seal of said
Corporation to said instrument as his own free and voluntary act and as the free
and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, A.D. 2018.

My Commission expires _____ Notary Public

PLAN COMMISSION CERTIFICATE

State of Illinois } ss.
County of DuPage } ss.

Approved by the Plan Commission of the Village of Willowbrook, DuPage County,
Illinois, this _____ day of _____, A.D., 2018.

Chairman

BOARD OF TRUSTEE'S CERTIFICATE

State of Illinois } ss.
County of DuPage } ss.

Approved and accepted by the President and Board of Trustees of the Village of
Willowbrook, DuPage County, Illinois at a meeting, held
this _____ day of _____, A.D. 2018.

By: _____
President

Attest: _____
Village Clerk

SPECIAL ASSESSMENT CERTIFICATE

State of Illinois } ss.
County of DuPage } ss.

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., 2018.

Village Clerk

State of Illinois } ss.
County of Kane } ss.

SURVEY SYSTEMS OF AMERICA, INC., Illinois Registered Land Surveyors, hereby
certifies that the survey subdivision of the following described property, to wit....

Lot 1 in "WILLOWBROOK CENTRE", according to the plat thereof recorded December
14, 1989, as Document Number R89-157289, being a resubdivision of part of the Southeast
1/4 of Section 26, Township 38 North, Range 11 East of the Third Principal Meridian, in Du
Page County, Illinois.

.....has been made under its direction by an Illinois Registered Land Surveyor and
that plat hereon drawn is a correct representation of said survey and subdivision.

Dimensions are shown in feet and decimal parts thereof and are constructed to a
temperature of 62 degrees Fahrenheit. Dimensions shown on curved lines are arc
measurement.

It is further certified that all regulations enacted by the Board of Trustees of the
Village of Willowbrook, a municipal corporation in DuPage County, Illinois, relative to plats and
subdivisions have been complied with in the preparation of this plat.

It is further certified that the land included in the annexed plat is located within the
corporate limits of the Village of Willowbrook, DuPage County, Illinois, which has adopted a
Village Plan and is exercising the special powers authorized by Division 12 of Article 11 of the
Illinois Municipal Code.

It is further certified that upon completion of mass grading, iron pipes and concrete
monuments will be set at all lot corners. Furthermore, I designate the Village of Willowbrook,
or its agents, to act as my agent for the purposes of recording this document.

It is also certified that the property described above falls within a Flood Zone "X".
Area as identified by the Federal Emergency Management Agency Flood Insurance Rate Map,
Community-Panel Number 170222 0909 H, effective date December 16, 2004.

Elgin, Illinois Dated this _____ day of _____, A.D. 2018.

SURVEY SYSTEMS OF AMERICA, INC.
Illinois Registered Land Surveyors

Robert G. Sowka I.P.L.S. No. 2464
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
ELGIN, IL
President I.P.L.S. No. 2464
Expires 11/30/2018
PLAY VALID ONLY WITH ENDORSED SEAL

PREPARED BY:
SURVEY SYSTEMS OF AMERICA, INC.
Professional Design Firm - License No. 184-002797
PROFESSIONAL LAND SURVEYORS
P.O. Box 6174
Elgin, Illinois 60121-6174
Phone: (847) 428-5775
ORDER NO: 183-0961-1 PS

Revised March 19, 2018 per Village request dated March 19, 2018
Revised March 14, 2018 per Village Plan Review dated March 14, 2018
Original Plat prepared March 1, 2018

Sheet 2 of 2

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: Receive Plan Commission Recommendation – Public Hearing 18-02: Consideration of a petition for an Amendment to a Planned Unit Development (PUD) to allow for a Special Use for an Indoor Amusement Establishment, more specifically a Skating Rink. – JKC Ice, LLC, 201 63 rd Street, Willowbrook, IL.		AGENDA NO. 6m	
		AGENDA DATE: 04/23/18	
STAFF REVIEW: Natalie Zine, Planning Consultant	SIGNATURE: <i>Natalie Zine</i>		
LEGAL REVIEW: Tom Bastian, Village Attorney	SIGNATURE: <i>THOMAS BASTIAN TL</i>		
RECOMMENDED BY: Tim Halik, Village Administrator	SIGNATURE: <i>Tim Halik</i>		
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) Finding a replacement tenant to fill the former Whole Foods building has been a challenging endeavor. The building is still under lease by Whole Foods, which has recently been purchased by Amazon. The building and site are owned by the Midtown Athletic Club. Although the building is fully set-up to be a grocery use, Whole Foods does not want to allow any competitor to locate there. An alternate non-grocery use would need to perform substantial renovation to the building to remove all the refrigeration equipment and lines, etc. There is limited Tenant Improvement (T.I.) money available to offset this work, since the owner continues to receive full rent from Whole Foods for years to come. As a result, our efforts to find a replacement tenant to successfully negotiate a new lease with the owner (which would require a lease buy-out by Whole Foods), have not been fruitful.			
ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.) The Applicant JKC Ice, LLC is proposing interior modifications for the conversion of the existing 36,160 SF vacant Whole Foods building to an ice skating facility. This would require approval of an Amendment to the Whole Foods Market Planned Unit Development (PUD) to allow for a Special Use for an Indoor Amusement Establishment. The new JKC Rink will provide a space for youth hockey and figure skating clubs in and around the Willowbrook area, public skating and learn-to-skate programs geared specifically for the residents of Willowbrook; there will be an adult hockey league component, as well as programming geared towards the Village of Willowbrook District 60 and 88 schools. Anticipated community, recreation and ice program offerings and schedule are illustrated in Attachment 2 Facility Operations Plan. JKC Ice has many unique ideas outside of the established programs. Some examples would be working with the schools for Gym Classes, Sled hockey for disabled youth, adults and veterans, Girl Scouts and Boys Scouts and NISRA to bring programs to the handicapped community of Willowbrook. The applicant has stated they anticipate 3-4 tournament events throughout the year. Anticipated hours of operation are Monday - Friday 6:00am - 11:30pm; and Saturday and Sunday 6:00am - 10:40pm. The proposed Ice Center will occupy a key vacancy along 63 rd Street and is appropriately scaled to fit comfortably into the community and natural surroundings. An ice rink is a compatible and complementary use next to the Midtown Athletic Center and the Hinsdale Lake Commons shopping center. It will bring additional foot traffic and consumers to the shopping center and surrounding area. Staff believes the ice rink will provide new and exciting opportunities for the Village and Willowbrook residents. The Plan Commission discussed JKC Ice's petition at the April 4, 2018, regular meeting of the Plan Commission and voted a unanimous vote of 6-0 of the members present to forward a positive recommendation to the Village Board with three (3) additional conditions.			
ACTION PROPOSED: Receive Plan Commission Recommendation.			



Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Robert J. Pavelchik, Jr.

Director of Finance

Carrie Dittman

MEMORANDUM

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

MEMO FROM: Dan Kopp, Chairman, Plan Commission

DATE: April 18, 2018

SUBJECT: **Zoning Hearing Case 18-02: JKC Ice, LLC, 201 63rd Street, Willowbrook, Illinois.** Consideration of a petition for an Amendment to a Planned Unit Development (PUD) to allow for a Special Use for an Indoor Amusement Establishment, more specifically a Skating Rink.

At the regular meeting of the Plan Commission held on April 4, 2018, the above referenced application was discussed and the following motion was made:

MOTION: Made by Kaucky seconded by Ruffolo that based on the submitted petition and testimony provided, I move that the Plan Commission approve and adopt the Standards for Special Use and the Findings of Fact outlined in the Staff Report prepared for PC 18-02 for the April 4, 2018 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of a special use for an "Indoor Amusement Establishment, specifically an Ice Rink" subject to the "Conditions of Approval" listed in the Staff Report prepared for PC 18-02 for the April 4, 2018 Plan Commission meeting and the following additional conditions:

1. Applicant will cooperate with Lake Hinsdale Towers to construct a fence to limit travel over their property to the adjacent shopping center.
2. Busses will be parked in the front of the building and will not be permitted to park in the rear.
3. Excess ice will be disposed of entirely within the loading dock inside the building.

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

MOTION DECLARED CARRIED

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

DK:nz



Proud Member of the
Illinois Route 66 Scenic Byway



Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

Mayor

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Carrie Dittman



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Illinois Route 66 Scenic Byway

FINDINGS OF FACT

Standards for a Special Use

The Willowbrook Zoning Ordinance establishes seven (7) standards for a Special Use Permit that must be evaluated by the Plan Commission and Village Board. Recommendations may include conditions of approval if appropriate to mitigate any negative impacts created by the Special Use Permit. Pursuant to Section 9-14-5 of the Zoning Regulations of the Village of Willowbrook, The Standards for Special Use Permits are as follows:

9-14-5.2: 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 facility will operate as year-round ice skating facility for both youth and adult ice hockey players, figure skaters, and learn-to-skate programs; offering a safe environment for both participants and spectators. The establishment, maintenance, and operation of this special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

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

Finding: The proposed ice skating facility will fill a void where the old Whole Foods store has sat vacant. This will bring both youth and adult sports participants to a vibrant area of restaurants, shops, and other sports related venues.

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

Finding: The proposed ice skating facility will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. Rather, it will enhance the development and bring family-oriented sports related entertainment that will further support current and future businesses within the district.



Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

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Michael Mistele

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Carrie Dittman

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

Finding: The existing utilities, access roads, drainage, and/or other necessary facilities that were implemented for the previous Whole Foods store occupant are more than adequate to service the proposed ice skating facility.

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

Finding: The existing ingress and egress design that was implemented for the previous Whole Foods store occupant allowed for a traffic turnover rate of pedestrian and vehicular traffic greater than the proposed ice skating facility would generate.

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

Finding: The proposed ice skating facility conforms to the applicable regulations of the district in which it is located and sits next to the Midtown Athletic Club.

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

Finding: The proposed ice skating facility will fill a void where the old Whole Foods store has sat vacant. At least one year has elapsed since any denial by the Village Board or any prior application for a special use permit that would have authorized substantially the same use of all or part of the site.



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EST. 1960

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Standards for a Planned Unit Development

The Willowbrook Zoning Ordinance establishes seven (7) Findings of Fact for a Planned Unit Development that must be evaluated by the Plan Commission and Village Board. Recommendations may include conditions of approval if appropriate to mitigate any negative impacts created by the Planned Unit Development. Pursuant to Section 9-13-7 of the Zoning Regulations of the Village of Willowbrook, The Findings for Planned Unit Developments are as follows:

9-13-7: Findings:

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

Finding: The proposed facility will operate in the vacant Whole Foods store and serve as a year-round ice skating facility for both youth and adult ice hockey players, figure skaters, and learn-to-skate programs; offering a safe environment for both participants and spectators and will be consistent with the planned unit development regulations for an indoor amusement establishment, more specifically a skating rink. It sits next to the Midtown Athletic Club and will complement the frontage along 63rd Street as a family-oriented sports destination.

(B) The extent to which the proposed plan meets the requirements and standards of the planned unit development regulations. (Ord. 97-O-05, 1-27-1997)

Finding: The proposed facility will operate in an existing building and the request for a special use for a skating rink is consistent with Section 9-13-4(C)(6)(a)(5) and Section 9-6B-2, for an indoor amusement establishment.

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

Finding: The proposed ice skating facility will fill a void where the old Whole Foods store has sat vacant; which will bring both youth and adult sports participants to a vibrant area of restaurants, shops, and other sports related venues. The subject property will not change from a material perspective on the exterior nor deviate from the previously built environment.



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

Finding: The proposed ice skating facility will use the existing Whole Foods site and the existing roadway infrastructure that will accommodate both vehicular and pedestrian traffic; which previously served a high turnover of both cars and pedestrians at a higher density than the proposed ice skating facility.

(E) The relationship and compatibility of the proposed plan to the adjacent properties and neighborhood. (Ord. 75-O-3, 3-10-1975)

Finding: The proposed ice skating facility will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. Rather, it will enhance the development and bring family-oriented sports related entertainment that will further support current and future businesses within the district.

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

Finding: The proposed ice skating facility will fill a void where the old Whole Foods store has sat vacant and bring family-oriented sports related entertainment that will add to the tax base and economic well-being of the community.

(G) The conformity with the intent and spirit of the current planning objectives of the village. (Ord. 97-O-05, 1-27-1997)

Finding: The proposed ice skating facility will enhance the development and bring family-oriented sports related entertainment to an area that has sat vacant and will support current and future businesses within the district.



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Village of Willowbrook
Staff Report to the Village Board

Village Board (Receive):	April 23, 2018		
Village Board (Vote):	May 14, 2018		
Plan Commission Date:	April 4, 2018		
Prepared By:	Natalie Zine, Planning Consultant		
Case Title:	JKC Ice Skating Rink		
Petitioner:	JKC ICE, LLC, 332 South Elm Street, Hinsdale, IL 60527.		
Action Requested:	Consideration of a petition requesting approval of an Amendment to a Planned Unit Development (PUD) to allow for a Special Use for an Indoor Amusement Establishment, more specifically a Skating Rink at the property legally described in Attachment 1.		
Purpose:	To allow the petitioner to make interior modifications for the conversion of the existing vacant Whole Foods building to an ice skating facility.		
Location:	201 63 rd Street, Willowbrook, IL 60527		
PINs:	09-23-101-029		
Existing Zoning:	B-2 Community Shopping		
Proposed Zoning:	B-2 Community Shopping (no change)		
Existing Land Use:	Vacant, previous Whole Foods store		
Property Size:	3.42 Acres		
Surrounding Land Use:	North	Use	Zoning
	South	Multi-Family District	R-5
	East	Community Shopping	R-5
	West	Community Shopping	B-2
Documents Attached:	Attachment 1: Legal Description Attachment 2: Construction Schedule Attachment 3: Facility Operations Plan Attachment 4: ALTA Land Survey Attachment 5: Proposed Floor Plan Attachment 6: Existing Development Plans		
Necessary Action by Village Board: Receive Plan Commission recommendation.			



Site Description

The subject property is located at 201 63rd Street and consists of a total of 3.42 acres. It is situated south of Stanholp Square, east of Americana Drive and the Midtown Athletic Center, west of the Hinsdale Lake Commons shopping center, and north of the Lake Hinsdale Tower condos. The property is zoned B-2 Community Shopping and is adjacent to properties also located in the B-2 Community Shopping to the east and west, and R-5 Multi-Family Districts to the north and south. The subject property is located within the Whole Foods Market Planned Unit Development subdivision.

Exhibit 1: Aerial of the Subject Property (201 63rd Street, Willowbrook, IL 60527)



Exhibit 2: Subject Property (Street View)





Exhibit 3: Zoning of the Subject Property (B-2 Community Shopping)

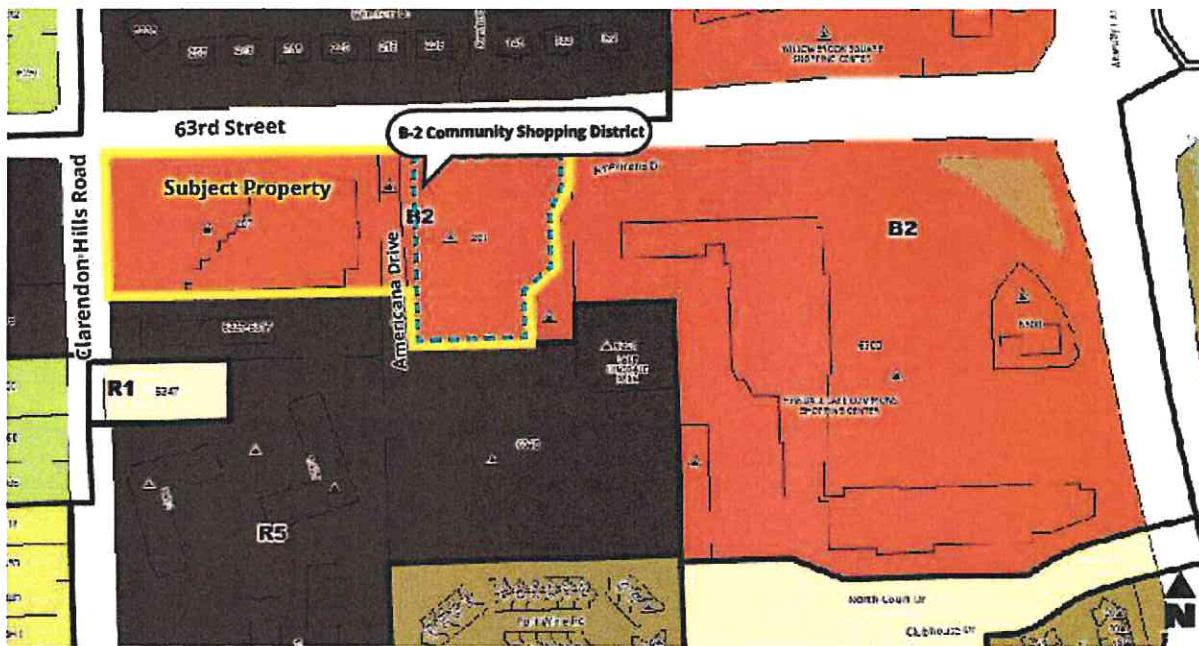
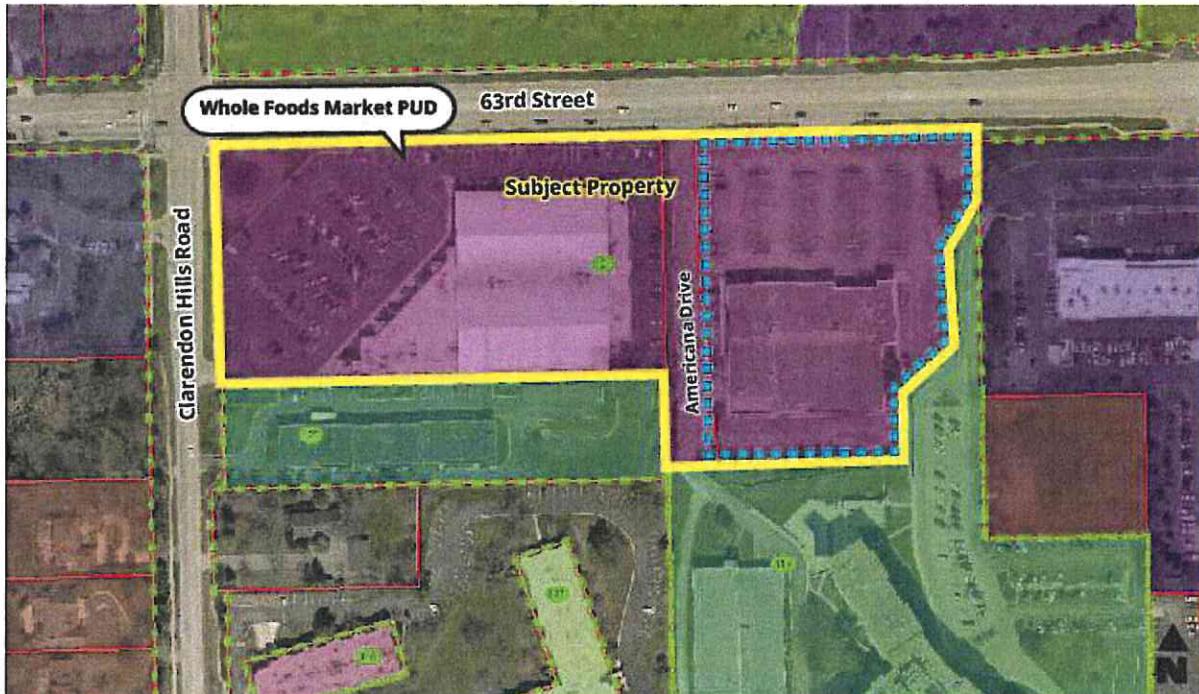


Exhibit 4: Subdivision of the Subject Property (Whole Foods Market PUD)





Development Proposal

Request

The Applicant JKC Ice, LLC is proposing interior modifications for the conversion of the existing 36,160 SF vacant Whole Foods building to an ice skating facility. This would require approval of an Amendment to the Whole Foods Market Planned Unit Development (PUD) to allow for a Special Use for an Indoor Amusement Establishment.

Business Overview

The new JKC Rink will provide a space for youth hockey and figure skating clubs in and around the Willowbrook area, public skating and learn-to-skate programs geared specifically for the residents of Willowbrook; there will be an adult hockey league component, as well as programming geared towards the Village of Willowbrook District 60 and 88 schools. Anticipated community, recreation and ice program offerings and schedule are illustrated in Attachment 2 Facility Operations Plan. JKC Ice has many unique ideas outside of the established programs. Some examples would be working with the schools for Gym Classes, Sled hockey for disabled youth, adults and veterans, Girl Scouts and Boys Scouts and NISRA to bring programs to the handicapped community of Willowbrook.

The applicant has stated they anticipate 3-4 tournament events throughout the year. Anticipated hours of operation are Monday - Friday 6:00am - 11:30pm; and Saturday and Sunday 6:00am - 10:40pm.

Staff Analysis

History & Appropriateness of Use

Finding a replacement tenant to fill the former Whole Foods building has been a challenging endeavor. The building is still under lease by Whole Foods, which has recently been purchased by Amazon. The building and site are owned by the Midtown Athletic Club. Although the building is fully set-up to be a grocery use, Whole Foods does not want to allow any competitor to locate there. An alternate non-grocery use would need to perform substantial renovation to the building to remove all the refrigeration equipment and lines, etc. There is limited Tenant Improvement (T.I.) money available to offset this work, since the owner continues to receive full rent from Whole Foods for years to come. As a result, our efforts to find a replacement tenant to successfully negotiate a new lease with the owner (which would require a lease buy-out by Whole Foods), have not been fruitful.

Although the B-2 Community Shopping District is typically geared more towards retail uses and this new use would generate minimum sales tax revenue for the Village, the 6% amusement tax on gross sales will help offset that loss. Staff believes this use is highly appropriate for the area and will greatly benefit the community. The building will contain one (1) ice hockey rink along with associated support uses and areas (e.g., skate rental, locker rooms, training areas, spectator bleachers, equipment rooms, etc.). Tournament play may occur, but there is an abundance of available parking, and convenient direct access onto 63rd Street.

The proposed Ice Center will occupy a key vacancy along 63rd Street and is appropriately scaled to fit comfortably into the community and natural surroundings. An ice rink is a compatible and complementary use next to the Midtown Athletic Center and the Hinsdale Lake Commons



shopping center. It will bring additional foot traffic and consumers to the shopping center and surrounding area. Staff believes the ice rink will provide new and exciting opportunities for the Village and Willowbrook residents. The new lease, for the ice hockey rink, would have a term of 10 to 15 years. After obtaining zoning approval, interior demolition and the construction of the new facility would occur, which should take about 4 months' time. There will be no site changes – all renovations will be interior. The target opening date would be: August 1, 2018.

Comprehensive Plan

The Village Comprehensive Plan shows the subject property designated as Limited Office Research, however this designation has been superseded by the grocery store use with Community Shopping zoning since Whole Foods originally opened in 2002. The Ice Rink appears to be a compatible use in the area based on current zoning and surrounding uses.

Building & Site Plans

The petitioner has submitted an updated ALTA Land Survey and a Proposed Site Plan, along with the existing Site Plan, Landscape Plan, Exterior Elevations, Floor Plan, and Roof Plan that were approved for the original Whole Foods grocery store in 2002. All renovations for the JKC Ice Rink project will be interior.

Building Use Breakdown

The building will include (1) one NHL-sized main rink (85'x200'); (2) one studio rink (50'x90'); general lobby area with public restrooms, front-control desk, small concession area, and small conditioned viewing area; (3) figure skating changing area with lockers; (4) 4-team lockers with shared shower and bathroom facilities; (5) Girl's locker room with private shower and bathroom facilities; (6) Referee locker room with bathroom; (7) Mite locker room for youth under 8-years of age with bathroom; (8) Mezzanine-level office and conference room overlooking the main rink; (9) Elevated bleacher-style seating at the main rink for 150 spectators with designated accessible viewing for 4 and accessible lift; (10) dedicated refrigeration plant and electrical room. Building updates will also include (11) Upgrades to the Life Safety and Fire Suppression systems; (12) Parking lot resurfacing; and (13) New roofing system.

The concession area and enclosed lobby will be a controlled area (warmer than the rink) for parents dropping off their kids for practice and games. There will be minor seating for kids (benches) and a few hi-top tables. The concession stand will not have a kitchen or food-prep on site. It will serve pre-packaged items and canned/bottled non-alcoholic beverages and possibly coffee.

Additional Construction Details (interior remodel only)

All interior walls will be masonry in all public areas with drywall partitions being used in offices and low impact areas only. All ceilings in offices and concession areas shall be acoustic tile with a metal track system or suspended drywall. Flooring shall be rubber skate flooring throughout all public areas and locker rooms. All offices shall have carpeting.

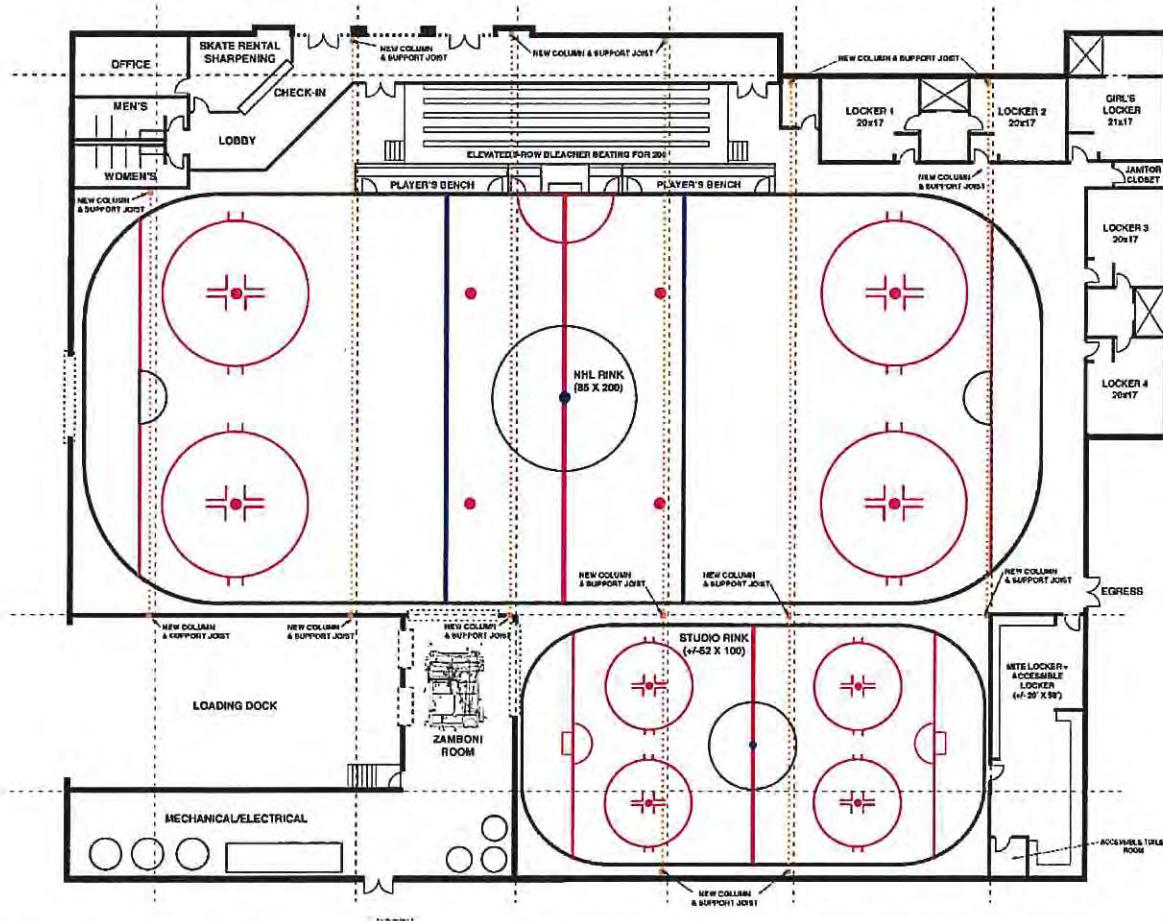
All mechanical systems shall be high efficiency using rooftop units. The two ice rink dehumidification units shall be a desiccant gas operated system with shared ductwork. This allows for sharing the capacity between the units and is designed as a redundancy in case one unit is being maintained or is shut down for repair. The Ice Rinks shall have a desiccant dehumidification gas operated system. All other areas shall be served with high efficiency rooftop units with an emphalpy wheel. The cooling load generated from the ice rinks themselves shall serve to help cool not only the rinks themselves during the summer months, but other areas of the building as well. Cross shared ductwork shall be placed between each rink from each gas operated desiccant



unit thus creating a redundancy in air distribution in case one unit is being services or is out of commission. All rooftop units shall use A-410 A refrigerant and the Refrigeration Plant shall use R-717 Ammonia Refrigerant. Each of these refrigerants is not harmful to the environment. All systems shall have enhanced commissioning and shall be high efficiency. The entire building shall have a fire suppression system following all NFPA requirements.

All lighting shall be energy efficient with the rink areas using high bay LED sports lighting. All plumbing fixtures shall be low flow type commercial units. All ice rinks shall have accommodations for handicapped skaters by having separate player's benches with clear Plexiglas boards for handicapped use. By extending the ice into these areas, ice sled use for handicapped hockey leagues can take place

See Attachment 5: Proposed Floor Plan (N^A)



Bulk Requirements

No additions/modifications to the exterior of the building or site are being proposed at this time.



Parking & Access

Staff does not predict the proposed development will have any adverse impacts on the current drive lanes along 63rd Street. There are two full access entrances from 63rd into the site, one onto Americana Drive and the other further east across from Canterbury Lane. It is anticipated that most traffic into the site will enter from these full access points. The site also has cross-access from the Midtown Athletic center property and emergency/fire access coming from Lake Hinsdale Tower in the south.

A drop off lane/fire lane will be provided at the main entry (currently exists) with handicapped parking located close to the building's main entry. Additionally, four tour bus parking spaces shall be located at the rear parking lot to the south, behind the building. Health salons, swimming pools, **skating rinks and other indoor recreational facilities** require 1 parking space for each 3 persons, based upon the maximum number of persons that can be accommodated at the same time in accordance with design capacity, plus 1 parking space for each 2 employees.

The typical roster size of a hockey team is twenty (20) players, plus two (2) coaches. It is unlikely that more than four (4) teams will be at the site at one time. The facility can accommodate one hundred and fifty (150) spectators. And the estimated size of staff in the building is around 6-10 people. The estimated maximum need for parking is eighty-four (84) spaces. The subject property is currently equipped with two hundred and thirty-one (231) regular parking spaces and six (6) additional ADA spaces. Sufficient parking is provided.

Table 1: Parking Requirements

Type	Code	Proposed	Requirement
Team A	1 parking space for each 3 persons	22	7
Team B	"	22	7
Team C	"	22	7
Team D	"	22	7
Spectators	"	150	50
Staff	1 parking space for each 2 employees	10	5
		Total:	84

Landscaping & Trash Enclosure

The Village did not require a landscape plan however the petitioner has submitted the original Whole Foods plan for reference. Kenny Carlin and Alan Schwartz, the Owner, will be working to bring the exterior, parking lot, and landscaping, back to the original condition.

Signage

Signage details have not yet been provided by the applicant. Signage shall comply with the Village Code and with Resolution No. 01-R-45 "Approving the Final Plat of Planned Unit Development – Whole Foods Market."

Elevations & Façade Improvements

Minimal changes to the façade have been proposed including minor repairs to the existing stucco, touch-up painting to the bollards, garage door, and repairs of the existing exterior lighting.



Standards & Findings for a Special Use

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9-14-5.2: 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 facility will operate as year-round ice skating facility for both youth and adult ice hockey players, figure skaters, and learn-to-skate programs; offering a safe environment for both participants and spectators. The establishment, maintenance, and operation of this special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

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Finding: The proposed ice skating facility will fill a void where the old Whole Foods store has sat vacant. This will bring both youth and adult sports participants to a vibrant area of restaurants, shops, and other sports related venues.

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

Finding: The proposed ice skating facility will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. Rather, it will enhance the development and bring family-oriented sports related entertainment that will further support current and future businesses within the district.

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

Finding: The existing utilities, access roads, drainage, and/or other necessary facilities that were implemented for the previous Whole Foods store occupant are more than adequate to service the proposed ice skating facility.

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

Finding: The existing ingress and egress design that was implemented for the previous Whole Foods store occupant allowed for a traffic turnover rate of pedestrian and vehicular traffic greater than the proposed ice skating facility would generate.



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

Finding: The proposed ice skating facility conforms to the applicable regulations of the district in which it is located and sits next to the Midtown Athletic Club.

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

Finding: The proposed ice skating facility will fill a void where the old Whole Foods store has sat vacant. At least one year has elapsed since any denial by the Village Board or any prior application for a special use permit that would have authorized substantially the same use of all or part of the site.

Findings of Fact for a Planned Unit Development

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9-13-7: Findings:

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

Finding: The proposed facility will operate in the vacant Whole Foods store and serve as a year-round ice skating facility for both youth and adult ice hockey players, figure skaters, and learn-to-skate programs; offering a safe environment for both participants and spectators and will be consistent with the planned unit development regulations for an indoor amusement establishment, more specifically a skating rink. It sits next to the Midtown Athletic Club and will complement the frontage along 63rd Street as a family-oriented sports destination.

(B) The extent to which the proposed plan meets the requirements and standards of the planned unit development regulations. (Ord. 97-O-05, 1-27-1997)

Finding: The proposed facility will operate in an existing building and the request for a special use for a skating rink is consistent with Section 9-13-4(C)6(a)(5) and Section 9-6B-2, for an indoor amusement establishment.

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



Finding: The proposed ice skating facility will fill a void where the old Whole Foods store has sat vacant; which will bring both youth and adult sports participants to a vibrant area of restaurants, shops, and other sports related venues. The subject property will not change from a material perspective on the exterior nor deviate from the previously built environment.

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

Finding: The proposed ice skating facility will use the existing Whole Foods site and the existing roadway infrastructure that will accommodate both vehicular and pedestrian traffic; which previously served a high turnover of both cars and pedestrians at a higher density than the proposed ice skating facility.

(E) The relationship and compatibility of the proposed plan to the adjacent properties and neighborhood. (Ord. 75-O-3, 3-10-1975)

Finding: The proposed ice skating facility will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. Rather, it will enhance the development and bring family-oriented sports related entertainment that will further support current and future businesses within the district.

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

Finding: The proposed ice skating facility will fill a void where the old Whole Foods store has sat vacant and bring family-oriented sports related entertainment that will add to the tax base and economic well-being of the community.

(G) The conformity with the intent and spirit of the current planning objectives of the village. (Ord. 97-O-05, 1-27-1997)

Finding: The proposed ice skating facility will enhance the development and bring family-oriented sports related entertainment to an area that has sat vacant and will support current and future businesses within the district.

Staff Recommendation

Staff is supportive of the proposed petition and recommends approval of the Amendment to the Whole Foods Market Planned Unit Development (PUD) to allow for a Special Use for an Indoor Amusement Establishment, specifically the JKC Ice Rink, subject to the conditions listed below.



Conditions for Approval

Staff recommends that the following "Conditions of Approval" be considered by the Plan Commission.

1. A separate sign permit shall be obtained for any future proposed building and ground signage, pursuant to the Village Code and Resolution No. 01-R-45 "Approving the Final Plat of Planned Unit Development – Whole Foods Market"
2. Accessible (handicap) parking spaces shall comply with current applicable codes.
3. The owner shall gain approval from the Tri-State Fire Protection District that the building's sprinkler system is adequate for the proposed use.
4. Prior to the issuance of any final certificate of occupancy, the owner shall complete the following improvements to the SUBJECT PROPERTY:
 - a) Sealcoat and restripe all asphalt parking.
 - b) Repair or replace all required above grade signage.
 - c) Make necessary maintenance repairs to the existing trash enclosure.
 - d) Return the premises landscaping to comply with the originally approved landscape plan, to include:
 - i. Replacement of any and all dead, dying, or missing landscape plantings (any species substitutions must be approved in writing by the Village Director of Municipal Services or his designee).
 - ii. Proper trimming/pruning of existing landscaping deemed to be in good condition.
 - iii. Installation of ground mulch in all landscape beds and landscape islands.
5. The Special Use Permit for the proposed 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 by the Village Board.

Sample Motion

Based on the submitted petition and testimony provided, I move that the Plan Commission approve and adopt the Standards for Special Use outlined in the Staff Report prepared for PC 18-02 for the April 4, 2018 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of a special use for an "Indoor Amusement Establishment, specifically an Ice Rink" subject to the "Conditions of Approval" listed in the Staff Report prepared for PC 18-02 for the April 4, 2018 Plan Commission meeting.

Motion

The following motion made by Kaucky was seconded by Ruffolo and approved unanimous 6-0 roll call vote of the members present:

Based on the submitted petition and testimony provided, I move that the Plan Commission approve and adopt the Standards for Special Use and the Findings of Fact outlined in the Staff Report prepared for PC 18-02 for the April 4, 2018 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of a special use for an "Indoor Amusement Establishment, specifically an Ice Rink" subject to the "Conditions of Approval" listed in the Staff Report prepared for PC 18-02 for the April 4, 2018 Plan Commission meeting and the following additional conditions:

1. Applicant will cooperate with Lake Hinsdale Towers to construct a fence to limit travel over their property to the adjacent shopping center.
2. Busses will be parked in the front of the building and will not be permitted to park in the rear.
3. Excess ice will be disposed of entirely within the loading dock inside the building.



Attachment 1
Legal Description

PIN# 09-23-101-029

PARCEL 1: THAT PART OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4, 660.0 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE NORTH 89 DEGREES, 51 MINUTES, 33 SECONDS EAST (NORTH 89 DEGREES, 54 MINUTES, 46 SECONDS EAST DEED), A DISTANCE OF 73.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES, 51 MINUTES, 33 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 362.00 FEET; THENCE SOUTH 00 DEGREES, 03 MINUTES, 27 SECONDS EAST (SOUTH 00 DEGREES, 00 MINUTES, 29 SECONDS EAST DEED), A DISTANCE OF 130.00 FEET; THENCE SOUTH 27 DEGREES, 20 MINUTES, 34 SECONDS WEST A DISTANCE OF 90.18 FEET; THENCE SOUTH 00 DEGREES, 03 MINUTES, 24 SECONDS EAST, A DISTANCE OF 135.00 FEET; THENCE SOUTH 50 DEGREES, 05 MINUTES, 16 SECONDS WEST, A DISTANCE OF 85.98 FEET; THENCE SOUTH 00 DEGREES, 03 MINUTES, 27 SECONDS EAST, A DISTANCE OF 100.00 FEET TO A LINE 500.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 89 DEGREES, 51 MINUTES, 33 SECONDS WEST, A DISTANCE OF 258.52 FEET; THENCE NORTH 04 DEGREES, 16 MINUTES, 11 SECONDS WEST, A DISTANCE OF 285.74 FEET; THENCE NORTH 00 DEGREES, 03 MINUTES, 18 SECONDS WEST, A DISTANCE OF 170.00 FEET; THENCE NORTH 28 DEGREES, 58 MINUTES, 45 SECONDS EAST, A DISTANCE OF 51.51 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS

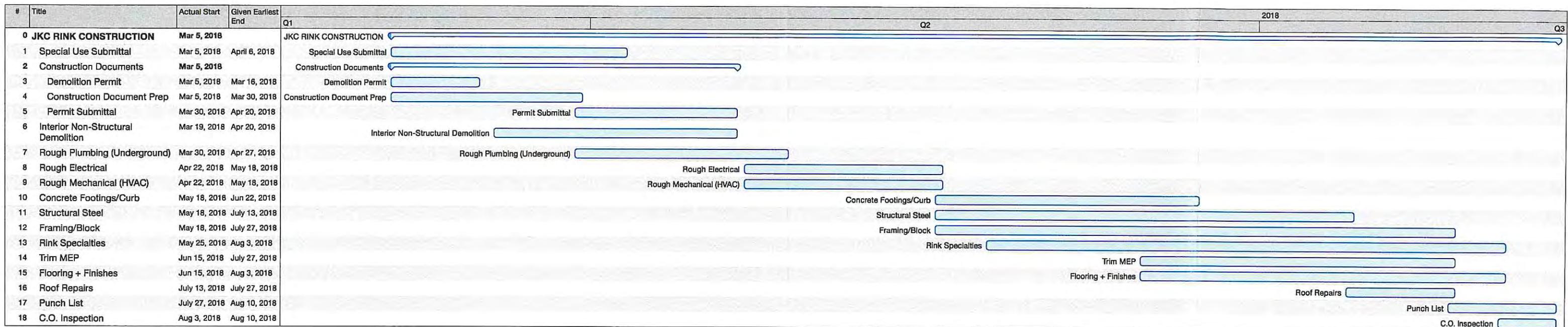
PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION AND GRANT OF EASEMENT RECORDED JUNE 16, 1978 AS DOCUMENT R78-53587 AS AMENDED BY DOCUMENT R78-105454 FOR INGRESS AND EGRESS, OVER THE NORTHERLY 450 FEET OF THE WESTERLY ROADWAY AS DEFINED IN SAID DECLARATION, AND OVER A PORTION OF THE EASTERLY ROADWAY AS DEFINED IN SAID DECLARATION

PARCEL 3: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT GRANT RECORDED NOVEMBER 13, 1973 AS DOCUMENT R73-70385 FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND: THAT PART OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT A POINT ON THE NORTH LINE OF SAID NORTHWEST 1/4, 660.0 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE NORTH 89 DEGREES 54 MINUTES 46 SECONDS EAST ALONG SAID NORTH LINE 624.93 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 14 SECONDS EAST 65.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH LINE OF 63RD STREET; THENCE NORTH 89 DEGREES 54 MINUTES 14 SECONDS EAST 130.24 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 14 SECONDS EAST 58.00 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 46 SECONDS WEST PARALLEL TO THE SOUTH LINE OF 63RD STREET 195.53 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE OF RADIUS 125.00 FEET CONVEX NORTHWESTERLY 196.18 FEET ARC TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 00 MINUTES 29 SECONDS WEST ALONG SAID TANGENT EXTENDED NORTHERLY 133.66 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG A CURVE OF RADIUS 183.00 FEET CONCENTRIC TO THE LAST DESCRIBED CURVE 137.35 FEET ARC TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 54 MINUTES 46 SECONDS EAST ALONG THE SOUTH LINE OF 63RD STREET AS EXTENDED WEST AND TANGENT TO THE LAST DESCRIBED COURSE 65.29 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS



Attachment 2
Construction Schedule

JKC RINK
201 63rd Street | Willowbrook, IL
Preliminary Construction Schedule



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 chicago, il 60661
www.virgiljames.us



Attachment 3
Facility Operations Plan

NHL RINK

Time	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
6:00 AM	Figure Skating	Figure Skating	Figure Skating	Figure Skating	Figure Skating	Figure Skating	
6:10 AM	Contract Ice	Contract Ice	Contract Ice	Contract Ice	Contract Ice	Contract Ice	
6:20 AM							
6:30 AM							
6:40 AM							
6:50 AM							
7:00 AM							
7:10 AM							
7:20 AM							
7:30 AM							
7:40 AM							
7:50 AM							
8:00 AM							
8:10 AM						Figure Skating Classes Basic 1-6	
8:20 AM							Figure Skating Contract Ice
8:30 AM							
8:40 AM							
8:50 AM							
9:00 AM							
9:10 AM							
9:20 AM							
9:30 AM							
9:40 AM							
9:50 AM	Ice Maintenance		Ice Maintenance		Ice Maintenance		
10:00 AM							
10:10 AM							
10:20 AM							
10:30 AM							
10:40 AM							
10:50 AM							
11:00 AM	Drop In Hockey	Drop In Hockey	Drop In Hockey	Drop In Hockey	Drop In Hockey		
11:10 AM							
11:20 AM							
11:30 AM						Figure Skating Classes Basic 1-6	Hockey Games
11:40 AM							
11:50 AM							
12:00 PM							
12:10 PM							
12:20 PM							
12:30 PM							
12:40 PM							
12:50 PM							
1:00 PM							
1:10 PM							
1:20 PM							
1:30 PM							
1:40 PM							
1:50 PM							
2:00 PM							
2:10 PM							
2:20 PM							
2:30 PM							
2:40 PM							
2:50 PM							
3:00 PM	Figure Skating	Figure Skating Classes	Figure Skating	Figure Skating	Figure Skating Classes		
3:10 PM	Contract Ice	Basic 1-6	Contract Ice	Contract Ice	Basic 1-6		
3:20 PM							
3:30 PM							

NHL RINK CON'T

STUDIO RINK Con't

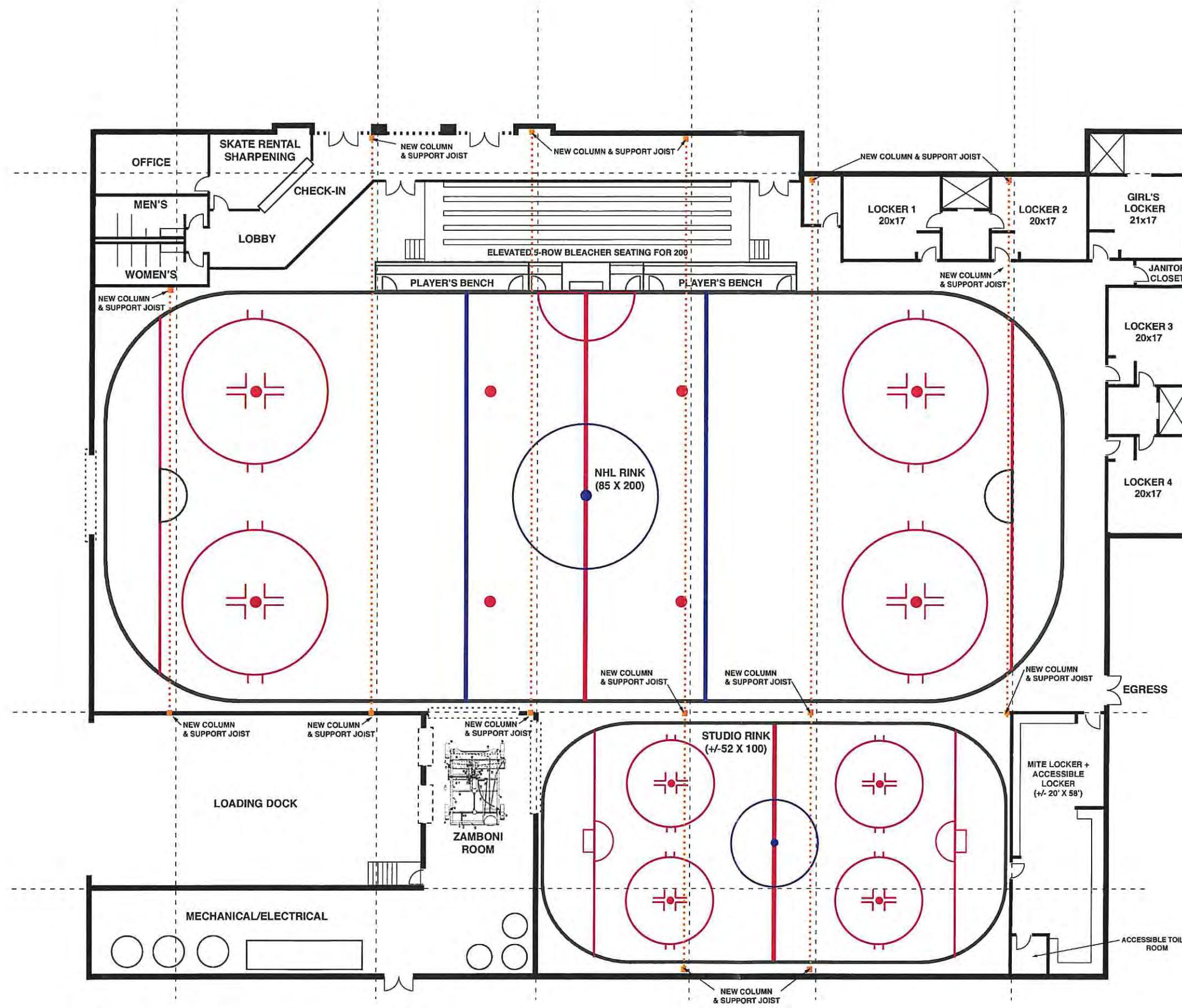
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
4:00 PM	Hockey Practice	Hockey Practice	Hockey Practice	Hockey Practice	Hockey Practice	Private Rentals	Private Rentals
4:10 PM							
4:20 PM							
4:30 PM							
4:40 PM							
4:50 PM							
5:00 PM							
5:10 PM	Hockey Practice	Hockey Practice	Hockey Practice	Hockey Practice	Hockey Practice	Private Rentals	Private Rentals
5:20 PM							
5:30 PM							
5:40 PM							
5:50 PM							
6:00 PM							
6:10 PM	Hockey Practice	Hockey Practice	Hockey Practice	Hockey Practice	Hockey Practice	Private Rentals	Private Rentals
6:20 PM							
6:30 PM							
6:40 PM							
6:50 PM							
7:00 PM							
7:10 PM	Hockey Practice	Hockey Practice	Hockey Practice	Hockey Practice	Hockey Practice	Private Rentals	Private Rentals
7:20 PM							
7:30 PM							
7:40 PM							
7:50 PM							
8:00 PM							
8:10 PM	Hockey Practice	Hockey Practice	Hockey Practice	Hockey Practice	Private Rentals		
8:20 PM							
8:30 PM							
8:40 PM							
8:50 PM							
9:00 PM							
9:10 PM	Hockey Practice	Hockey Practice	Hockey Practice	Hockey Practice	Private Rentals		
9:20 PM							
9:30 PM							
9:40 PM							
9:50 PM							
10:00 PM							



Attachment 4
ALTA Land Survey



Attachment 5
Proposed Floor Plan



1
A1.0 PROPOSED GROUND FLOOR PLAN
SCALE: 1/8" = 1'-0"

NORTH

JKCIce
201 63rd Street
Willowbrook, IL 60527

ISSUED FOR: DATE:
PRELIM REVIEW 02.20.2018
SPECIAL USE 03.05.2018
SUBMITTAL VILLAGE OF WILLOWBROOK

JOB NUMBER:
JKCICE99.017

DRAWN BY:
TE/SE

SHEET NUMBER:

A1.0
Proposed
Ground Floor Plan

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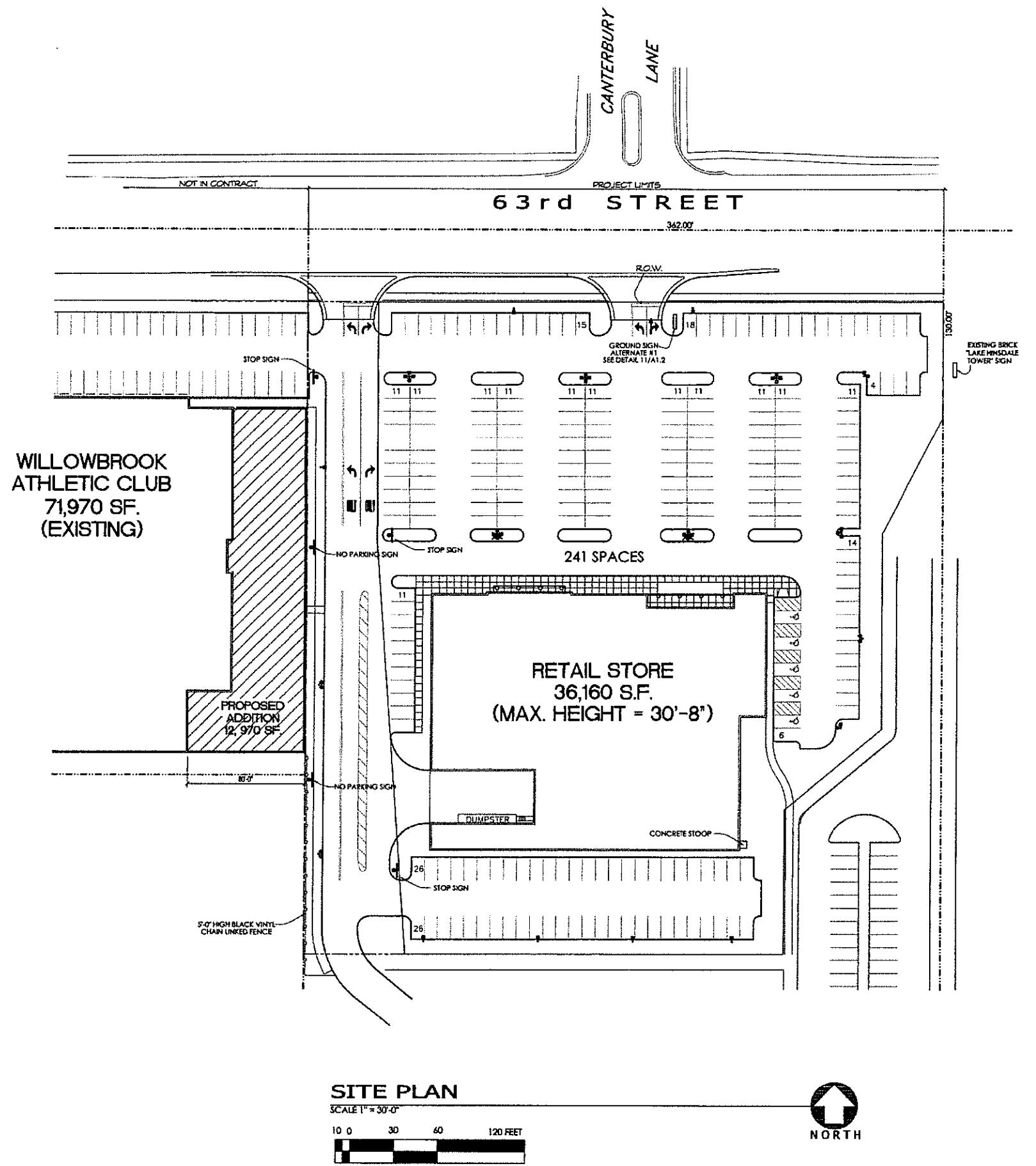
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Attachments 6-10
Existing Site Plan, Existing Landscape Plan, Existing Exterior Elevations, Existing Floor Plan,
and Existing Roof Plan



ARCHITECTURAL SITE PLAN
JKC Ice
201 63rd Street
Willowbrook, IL 60527

Job No. 980855 Date: 20 JULY 1998 Ref.: 1 12 MAY 2000

ISSUED FOR: DATE:
 PRELIM REVIEW 03.20.2019
 SPECIAL USE 03.05.2019
 SUBMITTAL VILLAGE OF WILLOWBROOK

Job No. 980855 Date: 20 JULY 1998 Ref.: 1 12 MAY 2000

JOB NUMBER:
JKCICE99.017

DRAWN BY:
TEJSE

SP2
Existing
Site Plan

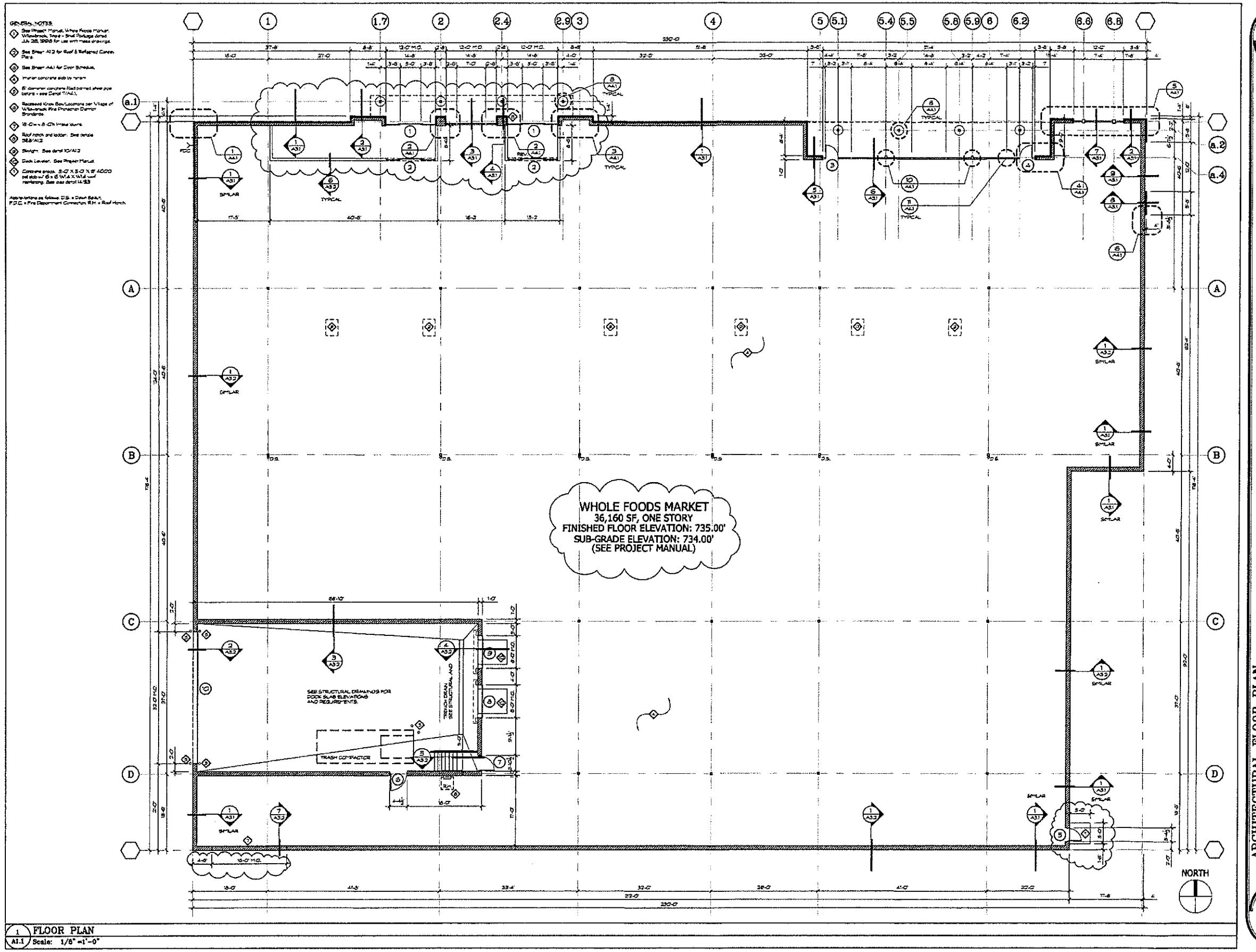
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ARCHITECTURAL FLOOR PLAN
WHOLE FOODS MARKET
63rd STREET - WEST OF ILLINOIS ROUTE 83
WILLODBROOK, ILLINOIS
Job No: 800060 Date: 20 JULY 1999 Rev.: 1 12 MAY 2000

ISSUED FOR: DATE:
PRELIM REVIEW 02.20.2016
SPECIAL USE 03.09.2016
SUBMITTAL VILLAGE OF WILLODBROOK

JOB NUMBER: JKCICE99.017
DRAWN BY: TE/SE
SHEET NUMBER: A1.1
A1.1
Existing
Shell Plan

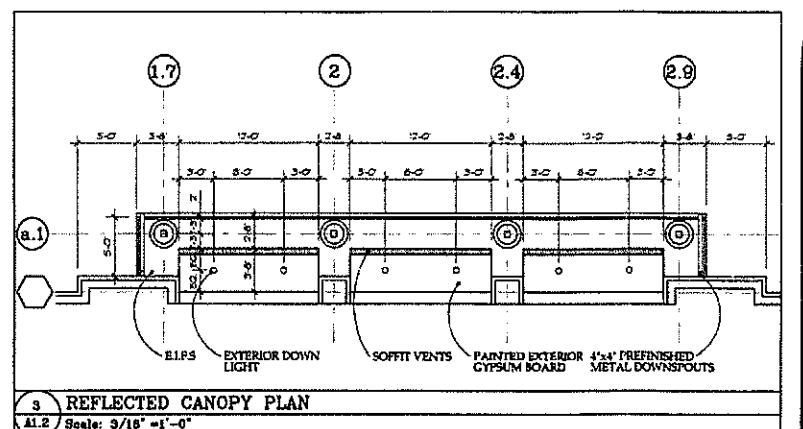
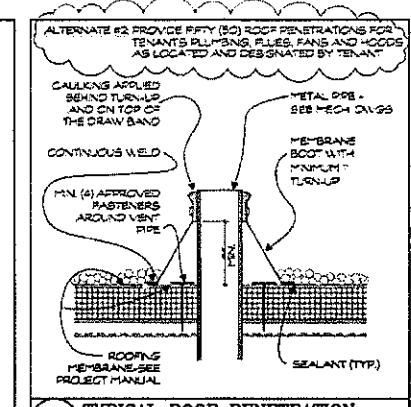
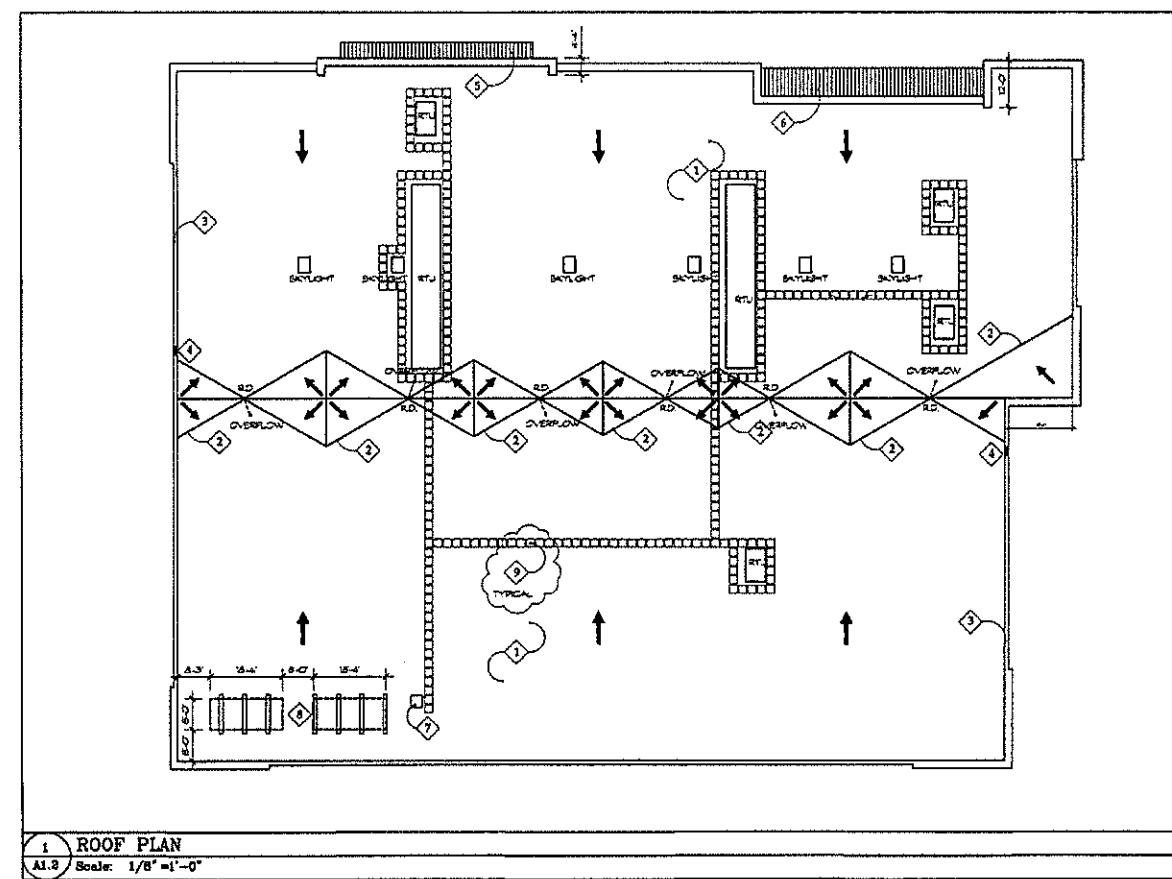
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Architect, but of the parties
responsible for taking such
actions.

JKC Ice
201 63rd Street
Willowbrook, IL 60527



ARCHITECTS, LTD.
1300 S. Wabash, Suite 1000
Chicago, Illinois 60605
(312) 524-1544
FAX: (312) 524-1544

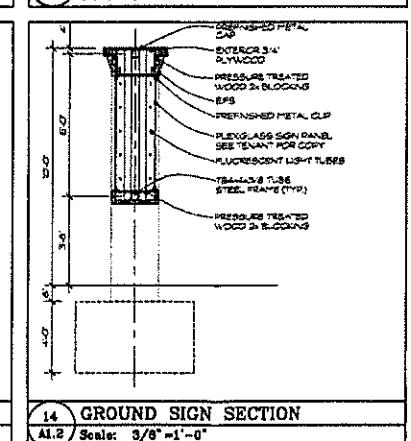
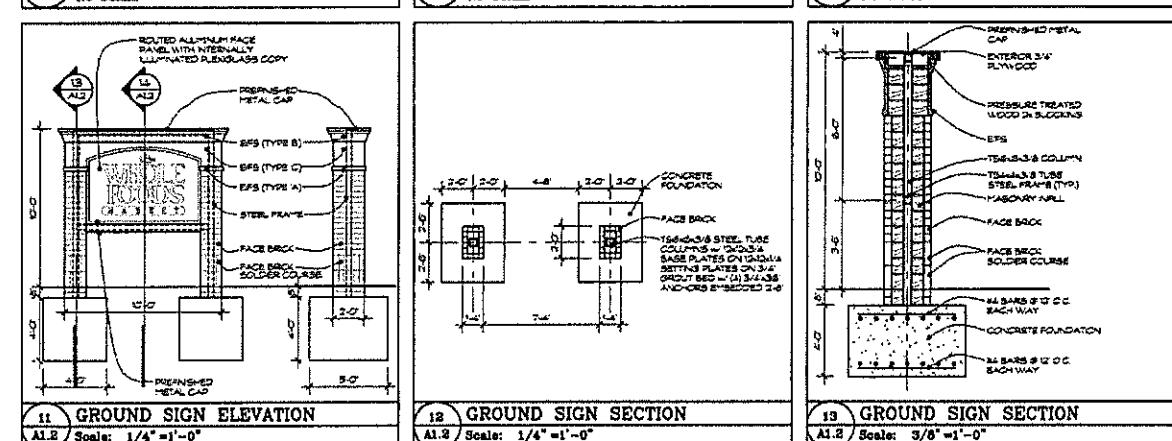
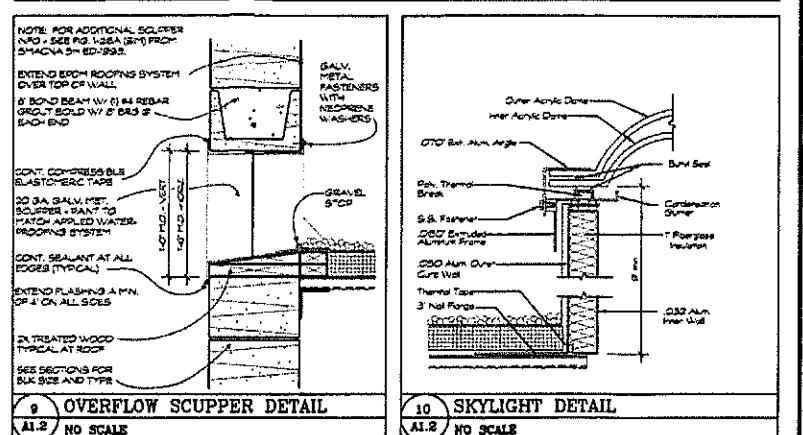
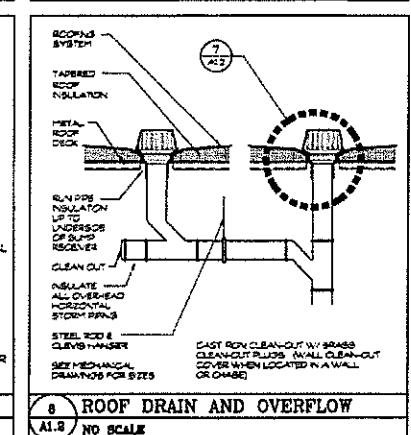
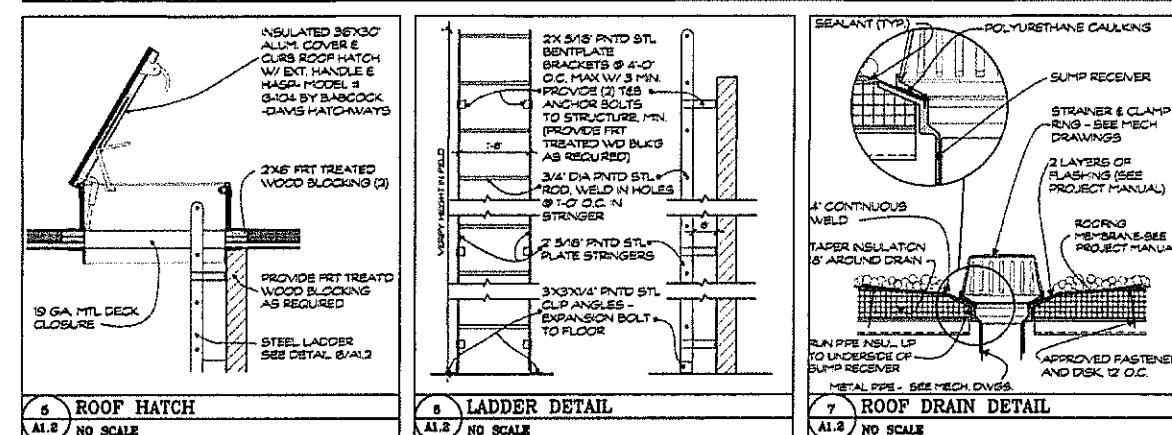
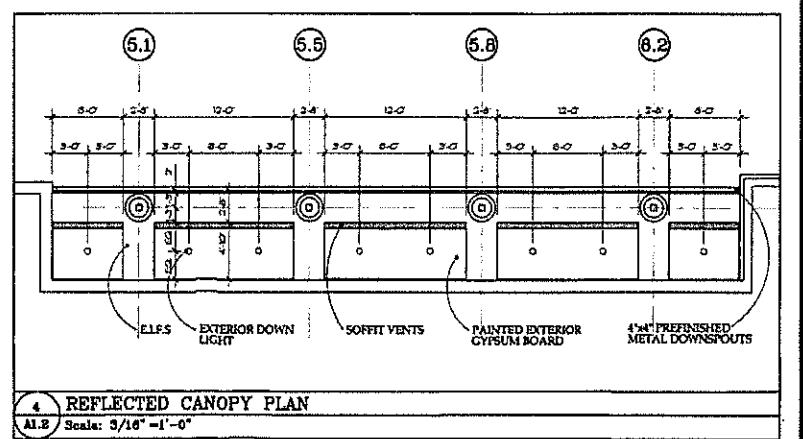
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WHOLE FOODS MARKET		Rev: 1	12 MAY 7
63rd STREET - WEST OF ILLINOIS ROUTE 8 WILLOWBROOK, ILLINOIS			
Job No: E90650	Date: 26 JULY 1999	JKC Ice	
		201 63rd Street	
		Willowbrook, IL 60187	
ISSUED FOR: DATE:			
PRELIM REVIEW 02.20.00			
SPECIAL USE (3.03.00)			
SUBMITTAL VILLAGE OF WILLOWBROOK			
JOB NUMBER: JKCICE99.017			

Job No. B
W
635
WIL
111
A1.2

A1.2 Existing Roof Plan + Details

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:	AGENDA NO.
AN ORDINANCE AMENDING THE SPECIAL USE PERMIT NO. 88-0-23, GRANTED IN ORDINANCE NO. 88-0-23, AS AMENDED BY ORDINANCE NOS. 89-0-46, 97-0-26, 03-0-17, 12-0-25, 13-0-15, AND 13-0-25, AND APPROVING A FINAL PLAT OF PLANNED UNIT DEVELOPMENT AND A FINAL PLAT OF SUBDIVISION, INCLUDING CERTAIN RELIEF, EXCEPTIONS AND WAIVERS FROM TITLE 9 AND TITLE 10 OF THE VILLAGE CODE – WILLOWBROOK CENTRE – NORTHWEST CORNER OF MADISON STREET AND FRONTAGE ROAD (JOLIET ROAD)	7

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

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

The subject property is 12.34 acres in size and was originally part of the Willowbrook Executive Plaza, a subdivision approved by the Village of Willowbrook in 1975. In 1988, the Applicant assembled Lots 31 and 32 of the Willowbrook Executive Plaza and processed an application for approval of a Planned Unit Development (PUD). On June 27, 1988 the Village of Willowbrook adopted Ordinance No. 88-0-23 granting a special use for the requested PUD and final PUD plat for Phase I.

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

The applicant is requesting approval of an Amendment to a Planned Unit Development including certain relief, exceptions and waivers from Title 9 and Title 10 of the Village Code to allow for the Resubdivision of the single lot subject property legally described in Attachment 1 containing three buildings and a parking deck into three lots (one for each building) and out-parcels for the private road and detention basins. This PUD amendment and plat of subdivision will allow for the sale of individual buildings while maintaining compliance with the Village Zoning Code.

The Willowbrook Centre PUD is now almost 30 years old. While the PUD ordinance has been amended throughout the years, the size and location of the structures has been constant for decades. The Applicant is not requesting any changes to the buildings, parking, stormwater management, landscaping, private right-of-way, setbacks or land use. The approved PUD plan itself is not submitted for modification. The Applicant would like to deed the common elements to the Association and to deed separate parcels to separate owners. The Village code requires that the existing PUD plat be modified to reflect the division of the common elements and three buildings into legal lots of record.

The division itself is being accomplished by processing a plat of subdivision consistent with the subdivision regulations of the Village of Willowbrook. The resubdivision of the original PUD Plat is considered by the Village to be a "major change" to the PUD under Section 9-13-4(B)6a. The Applicant will also require various relief from the Zoning and Subdivision ordinances as well as a waiver for the requirement for a PUD to be under "unified ownership or unified control" as outlined in Section 9-13-6(B).

The Plan Commission discussed Mr. Stoetzel's petition at the April 4, 2018, regular meeting of the Plan Commission and voted a unanimous vote of 6-0 of the members present to forward a positive recommendation to the Village Board.

ACTION PROPOSED: Consideration of Attached Ordinance.

ORDINANCE 18-O-

AN ORDINANCE AMENDING THE SPECIAL USE PERMIT NO. 88-0-23, GRANTED IN ORDINANCE NO. 88-O-23, AS AMENDED BY ORDINANCE NOS. 89-O-46, 97-O-26, 03-0-17, 12-0-25, 13-0-15, AND 13-0-25, AND APPROVING A FINAL PLAT OF PLANNED UNIT DEVELOPMENT AND A FINAL PLAT OF SUBDIVISION, INCLUDING CERTAIN RELIEF, EXCEPTIONS AND WAIVERS FROM TITLE 9 AND TITLE 10 OF THE VILLAGE CODE – WILLOWBROOK CENTRE – NORTHWEST CORNER OF MADISON STREET AND FRONTAGE ROAD (JOLIET ROAD)

WHEREAS, on or about March 5, 2018, John Stoetzel, c/o Illinois Industrial Properties, Inc. 1809 N. Mill Street, Suite E, Naperville, IL 60563, as applicant, filed an application with the Village of Willowbrook with respect to the property legally described on Exhibit "A" attached hereto which is, by this reference, incorporated herein ("SUBJECT REALTY"); and,

WHEREAS, said application requested that the terms and conditions of Special Use Permit No. 88-23, heretofore granted with respect to the SUBJECT REALTY in Ordinance No. 88-0-23, as amended by Ordinance Nos. 89-O-46, 97-O-26, 03-0-17, 12-0-25, 13-0-15, and 13-0-25, be further amended so as to permit the resubdivision of the SUBJECT REALTY from a single lot into several separate lots and outparcels, as depicted in the application; and,

WHEREAS, due notice of a public hearing was published on or about March 15, 2018, in *The Doings*, being a newspaper of general circulation within the Village of Willowbrook, all in accordance with the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, on April 4, 2018, the Plan Commission of the Village conducted a public hearing on said application, all in accordance with the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, the recommendation of the Plan Commission, including its findings of facts, was forwarded to the Mayor and Board of Trustees on April 23, 2018, said recommendation being attached hereto as Exhibit "B" and by this reference, is incorporated herein.

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

SECTION ONE: That Special Use Permit No. 88-23, passed and approved in Ordinance No. 88-0-23, as amended by Ordinance Nos. 89-O-46, 97-O-26, 03-0-17, 12-0-25, 13-0-15, and 13-0-25, is hereby further amended so as to permit the resubdivision of the SUBJECT REALTY from a single lot into three separate lots and outparcels as depicted in the application.

SECTION TWO: That the Final Planned Unit Development Plat entitled "Amended PUD Plat of Willowbrook Centre Phase I and II, as subdivided", as prepared by Survey Systems of America, Inc., Order No. 183-0961-1 PUD, consisting of one (1) sheet and dated March 14, 2018, attached hereto and incorporated herein as Exhibit "C" ("Amended Final Plat of PUD"), be and the same is hereby approved and that the Mayor, Village Clerk and all other necessary and appropriate officers of the Village are hereby authorized to execute said Plat, and such other documents related thereto as may be necessary for its approval.

SECTION THREE: That passage of this Ordinance shall constitute approval of the Final Planned Unit Development, pursuant to the "Amended PUD Plat of Willowbrook Centre Phase I and II, as subdivided" plans, as prepared by Survey Systems of America, Inc., Order No. 183-0961-1 PUD, consisting of one (1) sheet and dated March 14, 2018, attached hereto and incorporated herein as Exhibit "C".

SECTION FOUR: That the Final Plat of Subdivision entitled "Final Plat of Willowbrook Centre Resubdivision", as prepared by Survey Systems of America, Inc., Order No. 183-0961-1 PS, consisting of two (2) sheets and dated March 1, 2018, attached hereto and incorporated herein as Exhibit "D", be and the same is hereby approved and that the Mayor, Village Clerk and all other necessary and appropriate officers of the Village are hereby authorized to execute said Plat, and such other documents related thereto as may be necessary for its approval.

SECTION FIVE: That the Zoning Map of the Village of Willowbrook shall be and is hereby amended to reflect the granting of a resubdivision on the SUBJECT REALTY pursuant to Section 9-6C-2 of the Zoning Ordinance of the Village of Willowbrook.

SECTION SIX: 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 relative to the Special Use Permit for a Planned Development Permit, as the waivers are not detrimental to, and do not endanger the public health, safety and general welfare:

1. That Section 9-8-3(B), Bulk Regulations, Minimum Lot Width, is varied to permit a reduction in the minimum lot width to less than one hundred and twenty feet (120') for Parcel A of the SUBJECT REALTY, as shown on the Amended Final Plat of PUD, as subdivided.
2. That Section 9-8-3(A), Bulk Regulations, Minimum Lot Area, is varied to permit a reduction in the minimum lot area to less than one half acre (0.5 Acres) for

Parcel C of the SUBJECT REALTY, as shown on the Amended Final Plat of PUD, as subdivided.

3. That Section 9-8-3(B), Bulk Regulations, Minimum Lot Width, is varied to permit a reduction in the minimum lot width to less than one hundred and twenty feet (120') for Parcel A of the SUBJECT REALTY, as shown on the Amended Final Plat of PUD, as subdivided.
4. That Section 9-8-3(B), Bulk Regulations, Minimum Lot Width, is varied to permit a reduction in the minimum lot width to less than one hundred and twenty feet (120') for Parcel C of the SUBJECT REALTY, as shown on the Amended Final Plat of PUD, as subdivided.
5. That Section 9-8-3(C) Bulk Regulations, Minimum Lot Depth, is varied to permit a reduction in the minimum lot depth to less than one hundred and twenty (120') for Lot 1 of the SUBJECT REALTY as shown on the Amended Final Plat of PUD, as subdivided.
6. That Section 9-8-3(D) Bulk Regulations, Minimum Yard Requirements, is varied to permit a reduction in the minimum exterior side yard setback to less than forty feet (40') for Lot 1 of the SUBJECT REALTY as shown on the Amended Final Plat of PUD, as subdivided.
7. That Section 9-8-3(D) Bulk Regulations, Minimum Yard Requirements, is varied to permit a reduction in the minimum interior side yard setback to less than twenty feet (20') for Lot 1 of the SUBJECT REALTY as shown on the Amended Final Plat of PUD, as subdivided.
8. That Section 9-8-3(D) Bulk Regulations, Minimum Yard Requirements, is varied to permit a reduction in the minimum rear yard setback to less than twenty feet (20') for Lot 1 of the SUBJECT REALTY as shown on the Amended Final Plat of PUD, as subdivided.
9. That Section 9-10-5(G) Off-Street Parking, In Yards, is varied to permit a reduction in the minimum required exterior side and front yards pavement setback to less than fifteen feet (15') for Lot 1 of the SUBJECT REALTY as shown on the Amended Final Plat of PUD, as subdivided.
10. That Section 9-8-3(C) Bulk Regulations, Minimum Lot Depth, is varied to permit a reduction in the minimum lot depth to less than one hundred and twenty (120') for Lot 2 of the SUBJECT REALTY as shown on the Amended Final Plat of PUD, as subdivided.
11. That Section 9-8-3(D) Bulk Regulations, Minimum Yard Requirements, is varied to permit a reduction in the minimum exterior side yard setback to less than forty feet (40') for Lot 1 of the SUBJECT REALTY as shown on the Amended Final Plat of PUD, as subdivided.
12. That Section 9-10-5(G) Off-Street Parking, In Yards, is varied to permit a reduction in the minimum required exterior side and front yards pavement

setback to less than fifteen feet (15') for Lot 2 of the SUBJECT REALTY as shown on the Amended Final Plat of PUD, as subdivided.

13. That Section 9-10-5(G) Off-Street Parking, In Yards, is varied to permit a reduction in the minimum required exterior side and front yards pavement setback to less than fifteen feet (15') for Lot 3 of the SUBJECT REALTY as shown on the Amended Final Plat of PUD, as subdivided.
14. That Section 9-13-6(B) PUD Standards, Size and Ownership, is varied to waive the requirement that the SUBJECT REALTY be under single ownership and/or unified control, and the lots and outparcels set forth on the Amended Final Plat of PUD may be conveyed to different owners, however, the entirety of the SUBJECT REALTY shall remain subject to, and must be in kept in strict compliance with, Special Use Permit No. 88-23, granted in Ordinance No. 88-0-23, as amended by Ordinance Nos. 89-O-46, 97-O-26, 03-0-17, 12-0-25, 13-0-15, and 13-0-25, even if lots or outparcels of the SUBJECT REALTY are conveyed to different owners.
15. That Section 9-13-6(F) PUD Standards, Yards, is varied to waive the requirement that the required yards or setbacks along the periphery of the Planned Unit Development be at least equal in width or depth to that of the applicable required yard within the adjacent zoning district.

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

1. That Section 10-3-4, Preliminary Plat, is varied to waive the prerequisite requirement of filing a preliminary plat of subdivision prior to the final plat subdivision.
2. That Section 10-4-3(B), Lots, Arrangement, is varied to waive the requirement that Parcel A of the SUBJECT REALTY front on a public street.
3. That Section 10-4-3(B), Lots, Arrangement, is varied to waive the requirement that Parcel C of the SUBJECT REALTY front on a public street.

SECTION EIGHT: That the several terms and conditions contained in Special Use Permit No. 88-23, as passed and approved in Ordinance No. 88-0-23, as amended by Ordinance Nos. 89-O-46, 97-O-26, 03-0-17, 12-0-25, 13-0-15, and 13-0-25, shall, to the

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

SECTION NINE: That the findings of fact made by the Plan Commission in its recommendation attached hereto as Exhibit "B" are hereby adopted by the Mayor and Board of Trustees.

SECTION TEN: 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 ELEVEN: 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 April 2018.

APPROVED:

Mayor Frank A. Trilla

ATTEST:

Village Clerk Leroy R. Hansen

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

“EXHIBIT A”

LEGAL DESCRIPTION OF SUBJECT REALTY

LOT 1 IN “WILLOWBROOK CENTRE”, 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 DECEMBER 14, 1989, AS DOCUMENT NUMBER R89-157289. IN DU PAGE COUNTY, ILLINOIS.

"EXHIBIT B"

PLAN COMMISSION RECOMMENDATION AND FINDINGS OF FACT

Recommendation Letter

MEMORANDUM

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

MEMO FROM: Dan Kopp, Chairman, Plan Commission

DATE: April 16, 2018

SUBJECT: Zoning Hearing Case 18-01: John L. Stoetzel, c/o Illinois Industrial Properties, Inc., 500 Joliet Road, 600 Joliet Road, and 7700 Griffin Way, Willowbrook, Illinois. Consideration of a petition for an Amendment to a Planned Unit Development including certain relief exceptions and waivers from Title 9 and Title 10 of the Village Code to allow for the Resubdivision of the subject property into three (3) lots.

At the regular meeting of the Plan Commission held on April 4, 2018, the above referenced application was discussed and the following motion was made:

MOTION: Made by Remkus seconded by Ruffolo that based on the submitted petition and testimony provided, I move that the Plan Commission approve and adopt the Standards for a Planned Unit Development as well as the Findings of Fact outlined in the Staff Report prepared for PC 18-01 for the April 4, 2018 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of an Amendment to the PUD to allow for the subdivision of the Subject Property into multiple lots.

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

MOTION DECLARED CARRIED

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

DK:nz

"EXHIBIT B" (CONTINUED)

Findings of Fact

Standards for a Special Use Permit

The Willowbrook Zoning Ordinance establishes seven (7) standards for a Special Use Permit that must be evaluated by the Plan Commission and Village Board. Recommendations may include conditions of approval if appropriate to mitigate any negative impacts created by the Special Use Permit. Pursuant to Section 9-14-5 of the Zoning Regulations of the Village of Willowbrook, The Standards for Special Use Permits are as follows:

9-14-5.2: 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 approved special use for the Willowbrook Centre Planned Unit Development has existed as a formally approved, fully documented PUD at this location for nearly 30 years. The overall development has a 30-year track record incorporating multiple precedential approvals from the Village Board, each of which was accompanied by the findings needed to approve the PUD as a special use. These multiple prior findings of fact eliminate any possibility that the establishment, maintenance or operation of the long existing PUD special use has in any way been detrimental or endangered the public health, safety, morals, comfort or general welfare of the Village.

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

Finding: The approved and legal use of the Willowbrook Centre Planned Unit Development will not be changed. This use was approved nearly 30 years ago and is not proposed to be modified. In approving the Willowbrook Centre Planned Unit Development final plat and special use back in 1989, the Village already made findings that development of the Willowbrook Centre approved special use, if consistent with the final PUD plat for Phases I and II, would not be detrimental to the neighboring properties.

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

Finding: The subdivision of the Willowbrook Centre follows and complies with the normal and orderly development and improvement of surrounding properties for uses that have been permitted in the district for the past 30 years.

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

Finding: No change to utilities, access roads, drainage and/or other necessary facilities for the long existing approved special use have been or are being proposed. Previous findings made at the time the existing special use was approved control and should once again be applied to the division and final PUD plat requested by Applicant.

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

Finding: No change to ingress or egress is proposed. Previous findings made at the time the existing special use was approved control and should once again be applied to the subdivision and final PUD plat requested by Applicant.

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

Finding: The Special Use PUD and Subdivision of the Subject Property lot lines to separate the common elements and buildings from each other conform to the applicable regulations of the district in which it is located, with the exception of the requested relief from bulk regulations.

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

Finding: Not applicable.

Standards for a Planned Unit Development

The Willowbrook Zoning Ordinance establishes seven (7) findings of fact for a Planned Unit Development that must be evaluated by the Plan Commission and Village Board. Recommendations may include conditions of approval if appropriate to mitigate any negative impacts created by the Planned Unit Development. Pursuant to Section 9-13-7 of the Zoning Regulations of the Village of Willowbrook, The Findings for Planned Unit Developments are as follows:

9-13-7: Findings:

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

Finding: The proposed subdivision of the Willowbrook Centre Planned Unit Development is consistent with the stated purpose of the PUD regulations of the Village in that this PUD has existed as a formally approved, fully documented PUD at this location for nearly 30 years. The overall development has a 30- year track record incorporating multiple precedential approvals from the Village Board, each of which was accompanied by the findings needed to approve the PUD as a special use. These multiple prior findings of fact eliminate any possibility that the establishment, maintenance or operation of the long existing PUD special use has in any way been detrimental or endangered the public health, safety, morals, comfort or general welfare of the Village.

The division of the PUD into separate lots of record is consistent with and in conformity with the conditions attached to this PUD at its initial approval through the covenants and declarations which the Village ordinances state with unequivocal clarity control not only the original construction of the PUD, but also the future use of the PUD. The Plan Commission finds that division of the PUD, is in conformity with the land use expressly authorized in the PUD controlling documents, is consistent with the findings previously adopted in multiple ordinances related to the historical approvals for this PUD special use. Thus, while the proposed subdivision represents a change to the final PUD plat and existing special use, this proposed change is found to have been expressly contemplated and previously authorized by the Village Board.

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

Finding: The proposed subdivision of the Willowbrook Centre Planned Unit Development meets the requirements and standards of the Village planned unit development regulations in that this PUD has existed as a formally approved, fully documented PUD at this location for nearly 30 years. The overall development has a 30-year track record incorporating multiple precedential approvals from the Village Board, each of which was accompanied by the findings needed to approve the PUD as a special use.

The division of the PUD into separate lots of record meets the requirements and standards of the village PUD regulations in that the conditions imposed by the village board at the initial approval of this PUD require that construction and use of the PUD be done in conformity with the covenants and declarations which expressly permit subdivision. The Plan Commission finds that division of the PUD, is in conformity with the land use expressly authorized in the PUD controlling documents, is consistent with the findings previously adopted in multiple ordinances related to the historical approvals for this PUD special use. Thus, while the proposed subdivision represents a change to the final PUD plat and existing special use, the Plan Commission finds this proposed change was expressly contemplated and previously authorized by the Village Board.

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

Finding: The record of prior approvals documents a detailed history of departures from the zoning regulations. The Plan Commission finds that should the introduction of lot lines to separate the common elements and buildings from each other require relief from bulk regulations that would apply if this site were not already approved as a PUD, the Plan Commission finds that requests for such relief in the same way that relief was repeatedly granted for prior applications and approvals will serve the public interest as it has for the past 30 years.

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

Finding: The Willowbrook Centre Planned Unit Development has existed as a formally approved, fully documented PUD at this location for nearly 30 years. These development approvals address public services, adequate control over vehicular traffic, provide for and protecting designated common open space, and further the amenities of light and air, recreational and visual enjoyment. The division of the PUD to allow ownership of the private roads and stormwater detention facilities by a not-for-profit association functions to the benefit of both the building owners as well as the Village.

No change to utilities, access roads, drainage and/or other necessary facilities for the long existing approved special use have been or are being proposed. Previous findings made at the time the existing special use was approved control and should once again be applied to the division and final PUD plat requested by Applicant.

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

Finding: The approved and legal "use" of the Willowbrook Centre Planned Unit Development will not be changed. This use was approved nearly 30 years ago and is not proposed to be modified.

Evaluation of how the expressly permitted subdivision of the PUD is compatible in relationship to the existing special use first requires an examination of the interrelationship of the buildings and uses of the Willowbrook Centre to each of the neighboring uses and adjacent properties outside of the PUD. Next, this compatibility of the subdivision requires an examination of how the requested subdivision impacts the interrelationship of the approved buildings and uses within the Willowbrook Centre special use to each other. The Plan Commission finds that

in approving the Willowbrook Centre Planned Unit Development final plat and special use back in 1989, the Village already made findings that development of the Willowbrook Centre approved special use, if consistent with the final PUD plat for Phases I and II, would be compatible with the adjacent properties. The subdivision of the PUD will not in any way impact this previous finding. Existing uses and buildings within the PUD are in conformity with the land use and special use approvals already in place, and the proposed division of ownership by subdivision will in no way alter the interrelationship of the existing buildings with the existing neighboring properties. The exterior lot lines remain the same. The setbacks in relationship to the approved exterior lot lines remain the same. The distances between the Willowbrook Centre buildings and neighboring buildings remain the same.

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

Finding: The approved special use for the Willowbrook Centre Planned Unit Development has existed as a formally approved, fully documented, and fully developed PUD at this location for nearly 30 years. The overall development has a 30-year track record incorporating multiple precedential approvals from the Village Board and a 30-year track record of contributions to the Village's tax base. This decades' long record establishes that the development, maintenance and operation of the long existing, fully built-out PUD, has contributed to the tax base and economic well-being of the Village.

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

Finding: Within the Village's Comprehensive Plan, the subject parcel is projected as "office research/industrial" for future land use. The policies guiding "office research/industrial" land use is published on page 37 of the Comprehensive Plan. Item OR2 specifies that "office research and industrial development should be undertaken in a planned manner" and "designed and developed as unified, well landscaped campus environments." The Willowbrook Centre PUD met this standard when originally approved more than five years prior to the 1993 Comprehensive Plan was even considered.

Further, OR7 expressly states: "New office research and industrial development areas should be designed to allow maximum flexibility, with larger land areas capable of being subdivided and developed according to specific market demands." The Plan Commission finds that because the PUD is an existing PUD, and the only change proposed is subdivision consistent with the controlling documents within the original approval, the policy detailed in OR7 is fulfilled in its entirety.

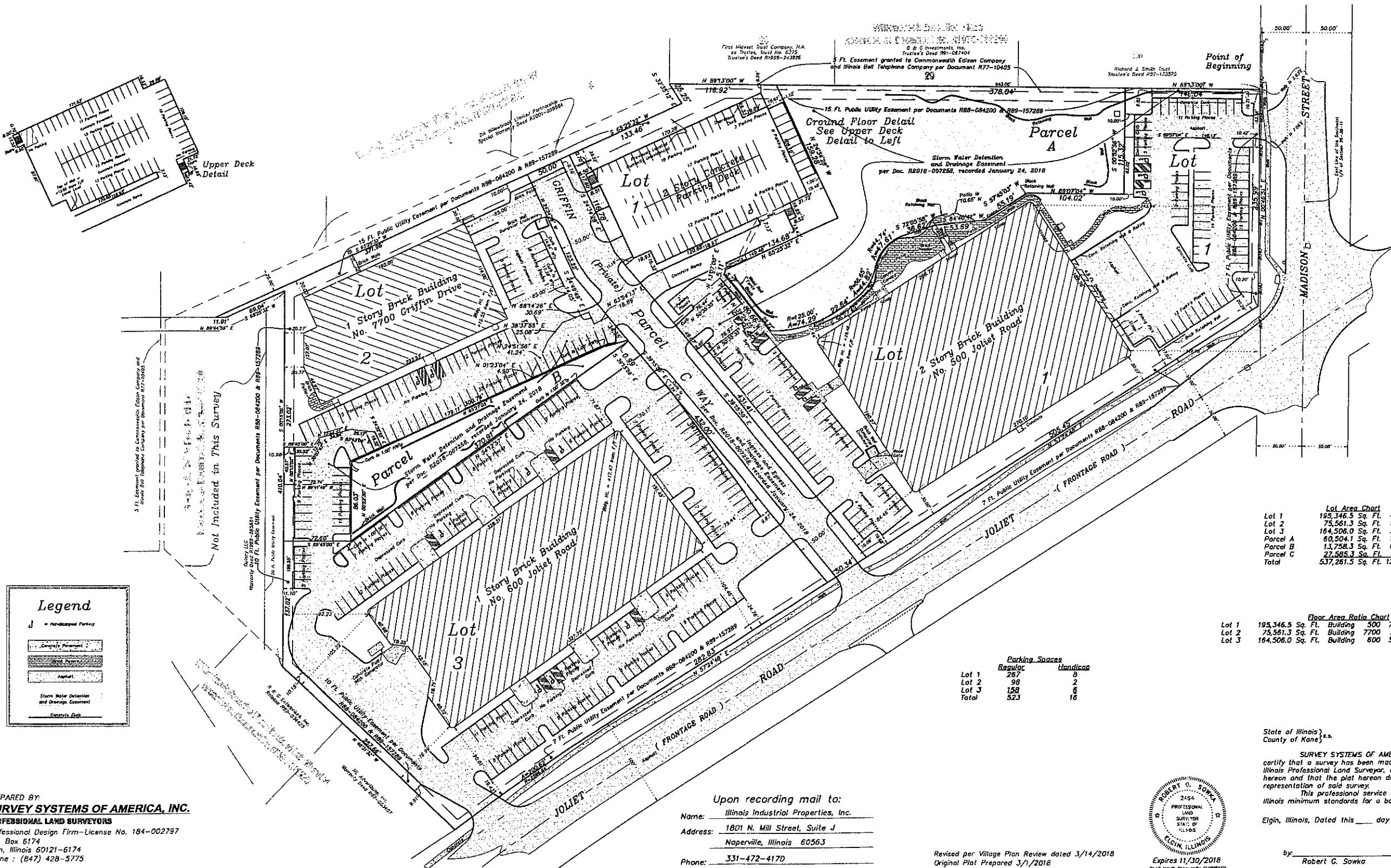
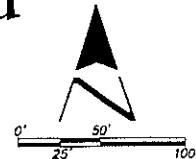
“EXHIBIT C”
AMENDED FINAL PLAT OF PUD

Amended PUD Plat of Willowbrook Centre Phase I and II, as subdivided

Lot 1 in **WILLOWBROOK CENTRE**, according to the plat thereof recorded December 14, 1989 as Document R89-157289, being a resubdivision of part of the Southeast Quarter of Section 26, Township 38 North, Range 11 East of the Third Principal Meridian, in DuPage County, Illinois.

PIN 09-26-404-027

COMMONLY KNOWN AS 500-80 JOLIET ROAD, WILLOWBROOK, IL 60521



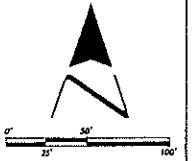
“EXHIBIT D”

FINAL PLAT OF WILLOWBROOK CENTRE RESUBDIVISION

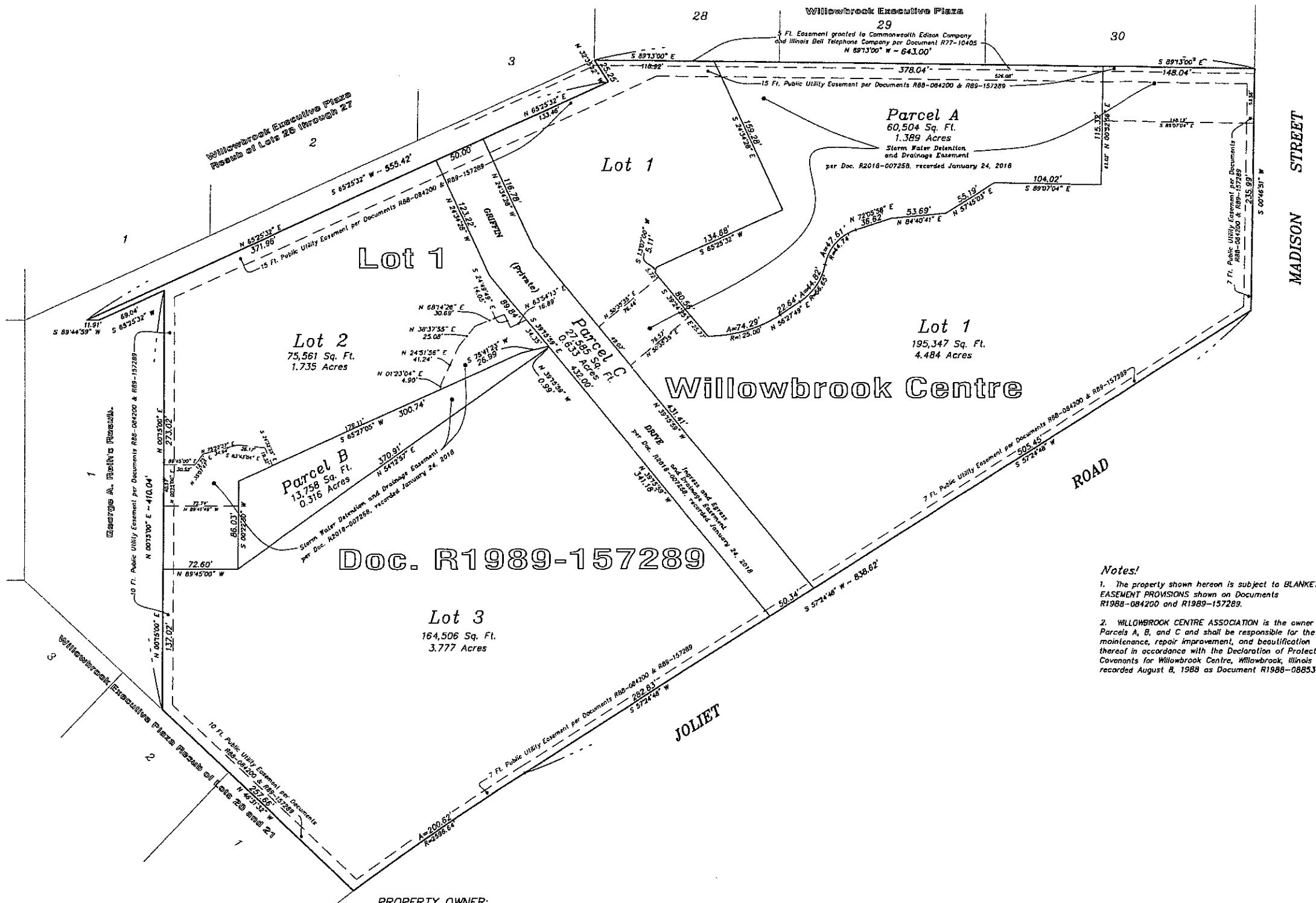
FINAL PLAT
WILLOWBROOK CENTRE RESUBDIVISION

BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 3
9 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DuPAGE COUNTY, ILLINOIS.

PIN 09-26-404-027



Zoning
According to the Village of Willowbrook
the property shown and described herein
is zoned M-1 Light Manufacturing District



PREPARED BY:
SURVEY SYSTEMS OF AMERICA, INC.
Professional Design Firm ~ License No. 184-002797
PROFESSIONAL LAND SURVEYORS
P.O. Box 6174
Elgin, Illinois 60121-6174
Phone: (847) 428-5775
Order No: 183-0961-1 PS

FINAL PLAT
WILLOWBROOK CENTRE RESUBDIVISION

BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 3
9 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.

PIN 09-26-404-027

OWNER'S CERTIFICATE

State of Illinois } ss.
County of _____ }

Chicago Title Land Trust Company, a corporation of Illinois successor
Trustee to American National Bank and Trust Company of Chicago, as
Trustee under provisions of a Trust Agreement dated March 5, 1998, and
known as Trust No. 123910-09, does hereby certify that it is, as such
Trustee, the owner of the property described herein and that it has
caused said property to be surveyed and subdivided as shown herein, for
the uses and purposes therein set forth, and does hereby acknowledge
and adopt the same under the style and title thereon indicated.

We further certify that, to the best of our knowledge,
shown herein is located in Elementary School District 62 and High
School District 86 in DuPage County, Illinois.

Dated at _____, Illinois, this _____ day of _____, A.D. 2018
as Trustee, as aforesaid, and not individually
Chicago Title Land Trust Company

Signed: _____ Attest: _____
President Secretary

Surface Water Drainage Certificate

State of Illinois } ss.
County of _____ }

We hereby certify that the topographical and profile studies required by the Plot Act,
765 ILCS Act 205, as now or hereafter amended, have been filed with the Village of
Willowbrook, a municipal corporation in DuPage County, Illinois, and the Certification as to
drainage required by said Act made thereon.

Dated this _____ day of _____, A.D. 2018.

Registered Professional Engineer
License No. _____

Owner(s) or duly authorized attorney

VILLAGE ENGINEER'S CERTIFICATE

State of Illinois } ss.
County of DuPage }

I, _____, Village Engineer of the Village of
Willowbrook, Illinois, hereby certify that the public improvements for this
subdivision as shown by the plans and specifications therefor, meet the minimum
requirements of said village and have been approved by all public authorities
having jurisdiction thereof.

Dated at Willowbrook, DuPage County, Illinois,
this _____ day of _____, A.D., 2018.

Village Engineer

RECORDER'S CERTIFICATE

State of Illinois } ss.
County of DuPage }

This instrument No. _____ was filed for record in the
Recorder's Office of DuPage County, Illinois, on the _____ day of _____,
A.D., 2018, at _____ o'clock and was recorded in Book _____ of Plots on Page _____.

By: _____
Recorder of Deeds
DuPage County

State of Illinois } s.s.
County of _____ }

I, _____, a Notary Public in and for said County, in the State
aforesaid, do hereby certify that _____, President and _____,
Secretary of _____, personally
known to me to be the same persons whose names are subscribed to the foregoing
Instrument as _____ President and _____ Secretary, respectively, appeared before me this
day in person and acknowledged that they signed and delivered the said instrument as
their own free and voluntary act and as the free and voluntary act of said Corporation
and that said _____ Secretary did also then and there acknowledge before me as custodian
of the Corporate Seal and the Notary Seal of _____, the said Corporate Seal of said
Corporation to said instrument as his own free and voluntary act and as the free
and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, A.D. 2018.

My Commission expires _____ Notary Public

PLAN COMMISSION CERTIFICATE

State of Illinois } ss.
County of DuPage }

Approved by the Plan Commission of the Village of Willowbrook, DuPage County,
Illinois, this _____ day of _____, A.D. 2018.

Chairman

BOARD OF TRUSTEE'S CERTIFICATE

State of Illinois } ss.
County of DuPage }

Approved and accepted by the President and Board of Trustees of the Village of
Willowbrook, DuPage County, Illinois at a meeting, held

this _____ day of _____, A.D. 2018.

By: _____
President

Attest: _____
Village Clerk

SPECIAL ASSESSMENT CERTIFICATE

State of Illinois } ss.
County of DuPage }

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. 2018.

Village Clerk

COUNTY CLERK'S CERTIFICATE

State of Illinois } ss.
County of DuPage }

I, _____, County Clerk of DuPage County, Illinois,
do hereby certify that I find no delinquent general taxes, no unpaid current general
taxes, no unpaid forfeited taxes, no delinquent or unpaid current special assessments,
no redeemable tax sales against any of the land shown on this plat of subdivision
and deferred installments of any outstanding unpaid special assessments which have
not been divided in accordance with the proposed subdivision and duly approved by
the Court that confirmed the special assessment.

Given under my hand and the Seal of the County Clerk of DuPage County, Illinois.
Dated this _____ day of _____, A.D. 2018.

COUNTY CLERK

FLOOD ZONE CERTIFICATE

State of Illinois } ss.
County of Kane }

Upon inspection of Flood Insurance Rate Map Community Panel No.
170222 0909 H, effective date, December 16, 2004, the parcel shown
hereon is located in Zone "X"; no portion of parcel is located in
Zone "A", area of 100-year flood.

Given under my hand and seal at Elgin, Illinois.
Dated this _____ day of _____, A.D. 2018.

by: _____ Robert G. Sawka I.P.L.S. No. 2464

State of Illinois } ss.
County of Kane }

SURVEY SYSTEMS OF AMERICA, INC., Illinois Registered Land Surveyors, hereby
certifies that the survey subdivision of the following described property, to wit.....
Lot 1 in "WILLOWBROOK CENTRE", according to the plat thereof recorded December
14, 1989, as Document Number R89-157289, being a subdivision of part of the Southeast
1/4 of Section 26, Township 38 North, Range 11 East of The Third Principal Meridian, in Du
Page County, Illinois.

.....has been made under it's direction by an Illinois Registered Land Surveyor and
that plat herein drawn is a correct representation of said survey and subdivision.

Dimensions are shown in feet and decimal parts thereof and are constructed to a
temperature of 62 degrees Fahrenheit. Dimensions shown on curved lines are arc
measurement.

It is further certified that all regulations enacted by the Board of Trustees of the
Village of Willowbrook, a municipal corporation in DuPage County, Illinois, relative to plats and
subdivisions have been complied with in the preparation of this plat.

It is further certified that the land included in the annexed plat is located within the
Corporate Limits of the Village of Willowbrook, DuPage County, Illinois, which has adopted a
Village Plan and is exercising the special powers authorized by Division 12 of Article 11 of the
Illinois Municipal Code.

It is further certified that upon completion of mass grading, iron pipes and concrete
monuments will be set at all lot corners. Furthermore, I designate the Village of Willowbrook,
or its agents, to act as my agent for the purposes of recording this document.

It is also certified that the property described above falls within a Flood Zone "X"
Area as identified by the Federal Emergency Management Agency Flood Insurance Rate Map,
Community Panel Number 170222 0909 H, effective date December 16, 2004.

Elgin, Illinois

Dated this _____ day of _____, A.D. 2018.

SURVEY SYSTEMS OF AMERICA, INC.
Illinois Registered Land Surveyors



President I.P.L.S. No. 2464

Sheet 2 of 2

PREPARED BY:
SURVEY SYSTEMS OF AMERICA, INC.

Professional Design Firm - License No. 184-002797
PROFESSIONAL LAND SURVEYOR
P.O. Box 6174
Elgin, Illinois 60121-6174
Phone: (847) 428-5775

ORDER NO. 183-0961-1 PS

094-115 - 01-01-2018.DOC

Revised March 19, 2018 per Village request dated March 19, 2018
Revised March 14, 2018 per Village Plan Review dated March 14, 2018
Original Plat prepared March 1, 2018

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

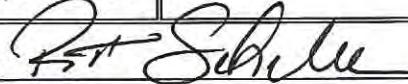
ITEM TITLE:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND AMERICAN TRAFFIC SOLUTIONS (ATS), INC.

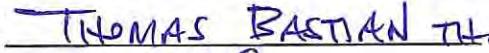
AGENDA NO. 8

AGENDA DATE: 4/23/18

STAFF REVIEW: Robert Schaller, Chief of Police

SIGNATURE: 

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: 

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: 

REVIEWED & APPROVED BY COMMITTEE: YES on April 9, 2018 NO N/A

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

On March 24, 2008, the Village approved a five (5) year contract with LaserCraft, Inc. to implement a red-light photo enforcement program. The system then went live in September 2009 and currently includes five (5) cameras at three (3) intersections. On June 8, 2010, LaserCraft, Inc. was acquired by American Traffic Solutions (ATS), Inc., and the contract terms and conditions transferred to ATS. The initial contract was due to expire on March 24, 2013. However, on February 25, 2013 the Village Board granted a sixty (60) day contract extension to enable ATS to draft a new contract for our review. As part of the new contract, staff also requested that a provision be added to ensure that we are not bound to pay the full monthly fee during times when equipment is not operating properly. On April 25, 2013, the Village Board approved a new five (5) year contract with ATS, Inc. with includes automatic contract renewals unless either party provides a termination notice to the other. Therefore, the contract with ATS will renew on April 25, 2018 for another five (5) year term.

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

As part of our renewal discussions with ATS, we have requested enhancements to the Village system. The cameras have already been upgraded from a laser-based camera system to a wireless vehicle detection-based camera system, called Axis™ RLC-300. Staff has also requested adding ATS Live™, which is a real-time, streamlining video and self-service historical video retrieval program, along with installing up to five (5) Automated License Plate Recognition (ALPR) cameras.

ATS has agreed to provide and support the above program enhancements, along with continued support for the current red-light camera system, at no additional cost to the Village.

To memorialize this agreement, ATS drafted the attached First Amendment to the Agreement, which includes the above-mentioned system enhancement items.

ACTION PROPOSED:

Adopt Resolution.

RESOLUTION NO. 18-R-_____

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS, AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND AMERICAN TRAFFIC SOLUTIONS (ATS), INC.

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, provides in part that units of local government, including municipalities, may contract with individuals in any manner not prohibited by law or by ordinance; and,

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, (the "Village") have previously determined that it was necessary and advisable for the public health, safety, and welfare of residents of the Village that the Village implement a red-light camera enforcement system along the Illinois Route 83 (Kingery Highway) Corridor; and,

WHEREAS, On March 24, 2008, by Resolution No. 08-R-13, the Mayor and Village Clerk were authorized to execute, and did execute, a certain agreement with LaserCraft, Inc. for the purpose of implementing a Red-Light Camera Enforcement System within the Village of Willowbrook for the period from March 24, 2008, to March 24, 2013, a copy of which is attached hereto and incorporated herein as Exhibit "D" ("Agreement"); and,

WHEREAS, On June 8, 2010 LaserCraft, Inc. a privately-owned corporation, was acquired by American Traffic Solutions (ATS), Inc. At this time, in accordance with the terms of the Agreement, the Agreement then became binding upon and inure to the benefit of the parties including American Traffic Solutions (ATS), Inc. as the Permitted Successor and Permitted Assign; and,

WHEREAS, On February 25, 2013, by Resolution No. 13-R-11, the Mayor and Village Clerk were authorized to execute, and did execute, a certain agreement with American Traffic Solutions (ATS), Inc. to extend the term of the agreement from March 24, 2013 to May 24, 2013 to enable the parties to draft for consideration a subsequent renewal agreement, a copy of which is attached hereto and incorporated herein as Exhibit "C" ; and,

WHEREAS, On April 22, 2013, by Resolution No. 13-R-23, the Mayor and Village Clerk were authorized to execute, and did execute, a certain Agreement with American Traffic Solutions (ATS), Inc. for the purpose of continuing the Red-Light Camera Enforcement System within the Village of Willowbrook, a copy of which is attached hereto and incorporated herein as Exhibit "B". Said Agreement provides for automatic renewals for consecutive five (5) year terms, unless a written termination notice is provided by either party one hundred twenty (120) days prior to the expiration of the then-current term; and,

WHEREAS, On February 9, 2018, the Village did request, and American Traffic Solutions (ATS), Inc. did grant to the Village a one-time reduction in the termination notice period for the purpose of negotiating obtaining certain upgrades to the existing Red-Light Camera Enforcement System within the Village of Willowbrook; and,

WHEREAS, American Traffic Solutions (ATS), Inc. has agreed to enhance the Village of Willowbrook's Red-Light Safety Camera Program in accordance with Terms and Conditions contained within the First Amendment to Professional Services Agreement, a copy of which is attached hereto and incorporated herein as Exhibit "A"

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

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

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

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

PASSED and APPROVED this 23rd day of April, 2018.

APPROVED:

Mayor

ATTEST:

Village Clerk

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT**

This First Amendment ("Amendment"), dated effective this _____ day of _____, 2018 and is entered into between American Traffic Solutions, Inc. (herein "ATS"), a corporation duly incorporated under the laws of the State of Kansas with its principal place of business at 1150 N. Alma School Road, Mesa, AZ 85201 and the Village of Willowbrook Park, Illinois (herein the "Customer"), an Illinois municipal corporation, with principal offices at 7760 Quincy St, Willowbrook, IL.

RECITALS

WHEREAS, on April 25, 2013, the Customer and ATS entered into a Professional Services Agreement for the provision of a red light photo enforcement program (the "Agreement");

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Agreement;

WHEREAS, Section 3 of the Agreement provides that the Agreement shall automatically be extended for additional 5 year terms, unless either party provides notice of its intent not to extend the Agreement 120 days prior to the expiration of the current term;

WHEREAS, the parties desire to extend the term of the Agreement for an additional 5 year term commencing on April 26, 2018 and waive any right to provide a notice of intent not to extend the Agreement for the additional 5 year term;

WHEREAS, the Customer desires certain video system enhancements that permit the Customer to perform remote video retrieval, live video viewing, and live video streaming at up to 5 Camera Systems with (the "Video Enhancements");

WHEREAS, the Customer desires to obtain certain Automated License Plate Recognition ("ALPR") services and use of equipment as described herein as the "ALPR Solution";

WHEREAS, Section 15 of the Agreement requires any amendments or modifications of the Agreement to be in writing and duly executed by the parties; and

WHEREAS, the Customer and ATS mutually desire to amend, modify or alter certain terms and conditions of the Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Amendment, the Customer and ATS do hereby agree as set forth below:

1. The above recitals are true and correct and are incorporated herein.
2. Term. Pursuant to Section 3 of the Agreement, the parties mutually agree to extend the term of the Agreement for an additional 5 year term for the period of April 26, 2018 through April 25, 2023 (the "Renewal Term").
3. Section 5.3, FLEXIBLE PAYMENT PLAN, is hereby deleted in its entirety.

4. Section 22, NOTICES, is hereby modified to replace the address for ATS with the following new address:

“American Traffic Solutions, Inc.
1150 N. Alma School Road
Mesa, AZ 85201
Attn: Elizabeth Caracciolo, Senior Vice President, General Manager - SLGS

with a copy to:

American Traffic Solutions, Inc.
1150 N. Alma School Road
Mesa, AZ 85201
Attn: Legal Dept. – Contracts Division”

5. A new Section 23, ATS LIVETM, is hereby added to the Agreement as follows:

“ATS LiveTM. ATS shall provide the Video Enhancements that permit the Customer to perform remote video retrieval, live video viewing, and live video streaming at up to five (5) Camera Systems. The Customer shall be responsible for and pay for data storage costs or other usage-based costs, except for the costs associated with communication (bandwidth), video data retrieval, and streaming.

The Customer expressly acknowledges that ATS is under no obligation to retain for any period of time any data produced by the Video Enhancements. The Customer acknowledges that once it obtains a requested video file, it is responsible for any preservation, and associated storage requirements that may be required by law for said video file. The Customer agrees that since the requested video file is not required by ATS to continue to perform the services under the Agreement, the video file and any resulting public records shall be transferred to the Customer prior to the termination of the Agreement and the Customer shall serve as the records custodian for any said public records created. The Customer agrees to assume responsibility to respond to, and if appropriate defend, at its sole expense, any requests for data or information obtained through the Video Enhancements, whether by formal public records request or otherwise. ATS shall not be responsible for any storage, storage costs or public records requests pertaining to the historical video obtained through the Video Enhancements or the provision of access to the Video Enhancements to anyone other than the Customer. The Customer agrees that ATS retains the ownership rights to all meta-data, business intelligence, or other analytics obtained, gathered, or mined by ATS through the use of its Camera Systems, including the data created through the Video Enhancements.

The Customer will comply with all federal, state, and local laws, ordinances, regulations and orders (collectively, “Laws”) with respect to its access to and use of the Video Enhancements, including without limitation any Laws relating to data privacy or photo enforcement, such as 625 ILCS 5/11-208.6.”

6. A new Section 24, ALPR, is hereby added to the Agreement as follows:

“ALPR.

(a) Services. The ALPR Solution consists of ALPR surveillance cameras and related processors,

communications devices that transfer the captured and processed data (the “ALPR Data”) to a server that is maintained on the Customer’s premises, back-end software (CLARITY™) that facilitates the retrieval, processing and use of the ALPR Data with other databases maintained or utilized by the Customer, including ALPR capture data, white-lists, hotlists, data sharing alerts and investigative capability (which, along with the ALPR Data, constitutes “Customer ALPR Data”). As more fully set forth in Section 24(b), the ALPR Solution includes installation of the camera(s) and processor on infrastructure, power and communication commissioning (as applicable), repair and replacement of equipment (as applicable), technical support, training, and related services.

(b) ATS’ Responsibilities. ATS has the following responsibilities (some or all of which may be carried out by its subcontractor Cintel LLC “Cintel”):

- i. Provide Customer with up to 5 ALPR fixed and mobile surveillance cameras and required processors (“ALPR Camera”), associated ALPR hardware, a server to operate and/or store the ALPR Data on the Customer’s site (if requested by Customer) and use of CLARITY™ software (herein together the “ALPR Solution”), provided Customer executes and complies with the End User License Agreement (the “EULA”) with Cintel, which shall be incorporated into this Amendment as Exhibit 1. All ALPR hardware shall be referred to collectively as “ALPR Equipment”.
- ii. Within 90 days after a permit is obtained, or if no permit is required, within 120 days of the date the Customer provides ATS a Notice to Proceed as indicated in Exhibit 2 of this Agreement, provide and, if required, install the ALPR Cameras at locations mutually agreed to by the Customer and ATS. Installation may occur on existing permitted ATS infrastructure in the Village of Willowbrook, or on non-ATS infrastructure (provided all required permits are obtained by the Customer and Customer pays for construction costs, if applicable). If installation is not performed on existing ATS infrastructure, Customer may use preexisting Customer infrastructure or may contract with ATS (or its subcontractor) for the construction and installation of new infrastructure. Any new infrastructure constructed or non-ATS infrastructure shall be the sole property and responsibility of the Customer.
- iii. Assist the Customer with obtaining any permits required for the installation and use of the ALPR Solution.
- iv. For ALPR Cameras installed on existing ATS infrastructure, ATS shall use preexisting power sources to operate the ALPR Camera (for ALPR Cameras on all non-ATS infrastructure, the Customer shall be responsible for providing power). For all installed ALPR Cameras, ATS shall provide the communications hardware and communications service (if required), provided that ATS shall not provide communications services on any non-ATS infrastructure to any non-ALPR Equipment (for example, if other Customer devices that share the infrastructure also require communications services). ATS shall determine the method of communication services required for the operation of the ALPR Equipment.
- v. Provide training and post-installation support as set forth in Exhibit 3.
- vi. No Customer ALPR Data is or shall be hosted, stored, accessed or available to ATS

(other than with respect to Cintel, who shall have limited access in accordance with the terms of the EULA as may be required for maintenance and upgrades).

- vii. ATS shall repair and replace all ALPR Equipment as set forth in Exhibit 3.

(c) Customer's Responsibilities. Customer has the following responsibilities:

- i. Allow ATS to (i) use Customer as a reference for future potential customers considering the ALPR Solution, and (ii) identify Customer as a current user of the ALPR Solution.
- ii. Customer expressly acknowledges that ATS will not have access to any Customer ALPR Data.
- iii. For locations where ATS infrastructure is not available for installation of the ALPR Camera, the Customer shall be responsible for providing the pole, power and any other infrastructure necessary for the installation and operation of the ALPR Camera other than the communications services required to operate the ALPR Equipment, which shall be provided by ATS. ATS or Cintel will install the ALPR Camera and provide necessary communications services once the infrastructure and power is made available by the Customer.
- iv. Customer shall execute and at all times comply with the EULA.
- v. Customer shall be directly responsible for all costs and liabilities associated with construction, installation, and any ongoing repair and maintenance of any non-ATS infrastructure used for the ALPR Equipment, and the cost of all data hosting, data retrieval or data storage or for any other usage-based or storage based costs other than the cost of the ALPR Solution.
- vi. Customer is responsible for the repair or replacement costs of any ALPR Equipment which is not the responsibility of ATS or Cintel, as set forth on Exhibit 3.
- vii. Customer will comply with all Laws, including without limitation Criminal Justice Information Services (CJIS) requirements and any Laws relating to data privacy or the use of ALPR with respect to its access to and use of the ALPR Solution, and data captured and produced by the ALPR Solution.

(d) Use of Subcontractor. Customer recognizes and approves the use of Cintel as a subcontractor of ATS for the provision of the ALPR Solution and other services, as required, to support the ALPR Solution, and that Cintel is a third-party beneficiary of this Pilot Agreement.

(e) Ownership of Results; Use of Data

- i. Notwithstanding anything else to the contrary in this Agreement, Customer agrees it is solely responsible for the housing and security of the Customer ALPR Data, and all such data is the property of the Customer, and ATS may not use the data for

any purpose without the express written consent of the Customer and only as permitted by law.

- ii. Nothing in this Section 24(e) of the Agreement shall be construed as to replace or conflict with Section 5 "Data Management", of the EULA.

(f) Termination. Upon the termination of the Agreement in whole or in part (including as a result of a reduction in the number of operational Camera Systems), ATS shall have no further obligations to Customer regarding the ALPR Solution (in proportion to the reduction in the number of operational Camera Systems to the extent of a partial termination), and ATS (or its designated subcontractor) may uninstall and/or retrieve all ALPR Equipment from the Customer. However, the Customer may negotiate directly with Cintel for the continued use of the ALPR Solution and with ATS for the continued use of any ALPR Equipment."

7. A new Section 25, WARRANTY DISCLAIMER, INDEMNIFICATION AND LIABILITY, is hereby added to the Agreement as follows:

"Warranty Disclaimer, Indemnification and Liability

- i. **Warranty Disclaimer.** The Parties acknowledge that the ALPR Solution and related services are provided by ATS "AS IS" and without warranty of any kind. ATS EXPRESSLY DISCLAIMS ALL WARRANTIES RELATING TO THE ALPR SOLUTION, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- ii. **Indemnification.** Subject to the provisions herein, Customer hereby agrees to hold harmless, indemnify, and defend ATS and Cintel and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all persons acting by, through, under or in concert with them (individually an "ATS Party" and "Cintel Party" and collectively, the "ATS Parties" and "Cintel Parties") to the fullest extent then contemplated by the governing and applicable law, as defined herein, against any and all liabilities, obligations, losses, damages, penalties and judgments including attorneys' fees and related defense costs and expenses, (collectively, "Losses") which may be imposed on or incurred by any ATS or Cintel Party arising out of or related to: (a) the willful or negligent misconduct of the Customer, its employees, contractors or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or willful misconduct of ATS or Cintel; (b) Customer's misuse of or failure to maintain the security of Customer ALPR Data; (c) Customer's breach of Sections 23 or 24 this Agreement or violation of any Laws; (d) Customer's misuse or misappropriation of Cintel's products or services, (e) any representation by Customer about the Cintel products or services not authorized by Cintel; (f) any breach of this Agreement by Customer related to Customer's receipt and use of the Customer ALPR Data or the EULA."

8. Section 1.1.11 of EXHIBIT B, SCOPE OF WORK, is hereby deleted in its entirety and replaced with the following:

“ATS is authorized to charge, collect and retain a convenience/service fee of \$5.00 for each electronic payment processed. Such fee is paid by the violator.”

9. The provisions of this Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. All representations and promises made by any party to another, whether in writing or orally, concerning the subject matter of this Amendment are merged into this Amendment. Except as expressly amended or modified by the terms of this Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail and control.

10. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date first written above.

VILLAGE OF WILLOWBROOK

By:

Village Manager

Date

ATTEST:

By:

Village Clerk

Date

AMERICAN TRAFFIC SOLUTIONS, INC.

By:

Elizabeth Caracciolo, Senior Vice President, General Manager - SLGS

Date

EXHIBIT 1

End User License Agreement

CLARITY SOFTWARE END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT (“EULA”) is made on the date _____ (“Effective Date”) by and between Cintel LLC (“Company”), with offices located at 420 Dividend Drive, Suite B, Peachtree City, GA and the Village of Willowbrook, IL (“Customer”), an Illinois municipal corporation located at 7760 Quincy St, Willowbrook, IL.

WHEREAS, Cintel is a premier license plate recognition (“LPR”) technology solutions provider and offers LPR hardware and commercial LPR software products and services; and

WHEREAS, Customer entered into a Agreement for Automated License Plate Recognition Solution Services with American Traffic Solutions, Inc. (“ATS”) on or around _____ (the “Agreement”), pursuant to which Cintel is an authorized subcontractor of ATS to provide certain services described therein; and

WHEREAS, in connection with the Agreement, Customer desires to use certain Cintel developed or distributed software as defined herein; and

WHEREAS, Company desires to grant Customer a limited, non-exclusive, non-transferable license to use such software under the terms of the Agreement and this EULA.

NOW THEREFORE, in consideration of the covenants by and between the parties hereto, the parties, intending to be bound, hereby agree as follows:

1. DEFINITIONS:

“Content” means: (i) information obtained or developed by Company related to the Service and provided to Customer, including all Products specified and agreed upon pursuant to this EULA; (ii) the Documentation, as defined within this EULA; and (iii) Updates. Content does not include the video footage captured by LPR cameras or the license plate data recovered therefrom.

“Customer Data” means any data, information or material provided or submitted by Customer or Users to the Service in the course of using the Service.

“Documentation” means, collectively, technical information and materials, in written or electronic form, delivered with the Service by Company to Customer and that are intended for Use in connection with the Service.

“Delivered” or “Delivery” shall mean the software and service as transmitted by Company to Customer electronically and in accordance with security measures agreed upon by both parties. **“Products”** shall mean any Software, code, data, graphics or other materials or resources transmitted to Customer in order to provide any of the Services under this EULA.

“Services” shall mean the provision of Software, Updates, Documentation and Products provided by Company to Customer under this EULA and in accordance with the requirements of the Agreement.

“Software” shall mean the Cintel software to be provided by Company (as a subcontractor to ATS) to Customer under the Agreement.

“Source Code” shall mean the readable forms together with make and build files.

“Updates” means all upgrades, modified versions, updates, additions to the products and Service, whether provided to the Customer by Company through maintenance and support services or otherwise at any time.

“Use” means to directly or indirectly load, execute, access, employ, utilize, store, or display the Service.

“User(s)” means Customer employees who are authorized to Use the Service and have been supplied user identifications and passwords by Customer (or by Company at Customer’s request).

2. TERMS AND CONDITIONS.

2.1 **Term.** Customer agrees to a contractual term of service (“Term”) in accordance with the Agreement between ATS and the Customer. The term of this EULA will run concurrently with the term (including any renewal terms) set forth in the Agreement. In the event Customer desires, and the Company agrees, to continue providing Services following the Term (as provided for in the ATS Customer Agreement), the parties shall enter into a new EULA.

2.2 **Limited Use of License.** Subject to the terms and conditions of this EULA, Company hereby grants Customer a non-exclusive, non-transferable, worldwide right to use the Software (including the right to download, install and access the Software), solely for Customer’s internal business purposes, subject to the terms and conditions of this EULA and the Agreement. All rights not expressly granted to Customer are reserved by Company and its licensors. Under this EULA, Customer shall not be granted any rights or license to the Software beyond that which is specifically and expressly provided for herein. Customer acknowledges that it is granted access to the Software only through the Agreement and this EULA. Customer further acknowledges that at no time shall it be entitled to download, distribute, install, transfer, reverse engineer, redistribute, or otherwise manipulate the Software in any form or manner not explicitly authorized or covered by this EULA. At no time will Customer hold title to or ownership of any of product, service, documentation, data (excluding Customer Data) or the Products, Software, Services, Documentation, or Source Code provided to Customer pursuant to this EULA.

2.3 **Acknowledgement.** Customer acknowledges that the Service and Software, including its structure, organization and Source Code, constitute valuable trade secrets of Company and/or its licensor(s). Accordingly, Customer agrees:

- (a) Not to modify, adapt, alter, translate, or create derivative works from the Software or Service (except as expressly permitted by the Documentation);
- (b) Other than as specified herein, neither the Software nor any tools licensed with or included in the Service may be copied, in whole or in part, without the express written consent of Company.
- (c) Not to merge the Software with other services or software; or sublicense, lease, rent, loan, or otherwise transfer the Software or the Service to any third party;
- (d) To not reverse engineer, decompile, disassemble, decode, decompose or otherwise attempt to derive the Source Code for the Software or any other Company program, code, or technology installed or Delivered to Customer;
- (e) Not to provide services to third parties using the Software or Service (e.g. business process outsourcing,

Service Bureau applications or third party training) or otherwise Use or copy the Service for third parties;

(f) To notify Company immediately of any unauthorized Use of any password or account or any other known or suspected breach of security or unauthorized use of the Software or Services;

(g) To report to Company immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is not expressly authorized by Company and that is known or suspected by Customer or Customer's Users;

(h) To not remove, alter, or obscure any proprietary notices (including copyright notices) of Company and/or its licensors incorporated into or with the Service; and

(i) Not provide false identity information to gain access to or Use the Service.

2.4 Restrictions. Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available the Services to any third party in any way; or (ii) "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iii) reverse engineer or access the Service in order to:

- (a) build a competitive product or service;
- (b) build a product using similar ideas, features, functions or graphics of the Service; or
- (c) copy any ideas, features, functions or graphics of the Service.

Customer understands that this EULA and access to the Service immediately terminates and ends when one of the following events takes place:

- (i) Customer or its payee (ATS) fails to make a subscription payment;
- (ii) Customer's Use of the Service violates Section 2.2;
- (iii) Customer's material breach of this Agreement;
- (iv) Customer's violation, or threatened, or apparent/intended, violation of law;
- (v) Customer's action or conduct, which adversely affect the business interests of Company and/or disparages Company's business reputation and/or character and/or interest; or
- (vi) This EULA terminates pursuant to Section 6.

2.5 Software/Service Customization. Customer acknowledges that Products and Services are provided "as is" and "as delivered" and cannot be construed as being able to be customized or modified in any way. Customer assumes all responsibility to review all features included prior to signing this EULA.

2.6 Software/Service Support. All support for the Products and Services shall be provided pursuant to the terms of the Agreement.

The Customer will provide Company with access to its database or server (including backup databases) on which the Software is utilized for service support from time to time in accordance with any applicable laws or compliance standards, or as may be necessary for Company to provide service or maintenance to any Company provided hardware to the extent required by the Agreement.

3. CONFIDENTIAL INFORMATION AND CONTENT

3.1 Confidential Information. During the term of this EULA, each party (the “**Receiving Party**”) may be provided with or otherwise learn confidential and/or proprietary information of the other party (the “**Disclosing Party**”) that is of substantial value to the Disclosing Party, which is identified as confidential at the time of disclosure or which ought in good faith to be considered confidential (“**Confidential Information**”). This information shall include, but is not limited to Product and Services information, materials, software, code, or any other materials transmitted to Customer under this EULA. All Confidential Information remains the property of the Disclosing Party. The Receiving Party may disclose the Confidential Information of the Disclosing Party only to its employees and contractors who need to know the Confidential Information for purposes permitted under this EULA and who are bound by written confidentiality agreements with terms at least as restrictive as those provided in this EULA. The Receiving Party will not use the Confidential Information without the Disclosing Party’s prior written consent except in performance under the Agreement and this EULA. The Receiving Party will take measures to maintain the confidentiality of the Confidential Information similar to those measures the Receiving Party uses to maintain the confidentiality of its own confidential information of like importance but in no event less than reasonable measures. The Receiving Party will give immediate notice to the Disclosing Party of any unauthorized use or disclosure of the Confidential Information and agrees to assist the Disclosing Party in remedying such unauthorized use or disclosure. The confidentiality obligations do not extend to Confidential Information which (a) becomes publicly available without the fault of the Receiving Party; (b) is rightfully obtained by the Receiving Party from a third party with the right to transfer such information without obligation of confidentiality; (c) is independently developed by the Receiving Party without reference to or use of the Disclosing Party’s Confidential Information; or (d) was lawfully in the possession of the Receiving Party at the time of disclosure, without restriction on disclosure. The obligations set forth in this Confidential Information section will be effective from the Effective Date until 3 years from the termination or expiration of this EULA.

3.2 Customer Content. Company does not exercise any control whatsoever regarding the Customer Data, which passes through or utilizes the Company’s Software, hardware, network, email or web site.

4. WARRANTIES AND DISCLAIMERS

4.1 Company Representations. Company represents and warrants that:

- (a) it has title to the Service or has acquired the right to license portions of the Service from third parties and Company has full power and authority to grant to Customer the rights granted hereunder;
- (b) it has not placed, nor is Company aware of, any disabling code or any viruses in the Service which would alter, destroy, or inhibit the Service, or its Use by Customer;
- (c) to its knowledge, the Service does not infringe upon any US copyright, registered patent, trademark, software mark or trade name owned by a US third party;
- (d) Company personnel will exercise due care in the provision of the Services; and
- (e) neither this EULA nor the performance of or exercise of rights under this EULA will violate, conflict with, or result in the breach of any term, condition, or provision of any agreement or legal obligation (whether or not existing at the effective date) to which Company is a party or by which it may be bound, or constitute a default thereunder.

4.2 Customer Representations. Customer represents, warrants and covenants to Company as follows:

- (a) Customer exists under the laws of its own jurisdiction and is not under any contractual obligation that would preclude it from entering into this EULA or would interfere with its use of the Customer Data provided under this EULA;
- (b) Customer owns (or has the legal right to obtain and use) or has properly licensed all rights in the Customer Data at all times during the Term;
- (c) the Customer Data is not, nor will be, in violation of any laws or third party intellectual property rights;
- (d) Customer's Use of the Service does and will comply with all applicable laws, including applicable privacy laws; and
- (e) neither this EULA nor the performance of or exercise of rights under this EULA will violate, conflict with, or result in the breach of any term, condition, or provision of any agreement or legal obligation (whether or not existing at the effective date) to which Customer is a party or by which it may be bound, or constitute a default thereunder.

4.3 THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY COMPANY WITH RESPECT TO THE SERVICE AND ANY PART THEREOF. COMPANY MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL OPERATE CONTINUOUSLY OR WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY ERRORS WILL BE CORRECTED.

4.4 The representations and warranties set forth in the EULA hereto shall not apply: (i) if the Service is not used in accordance with the Documentation or the Agreement; or (ii) if Customer or a third party acting on behalf of Customer is granted administrative access to the Service; or (iii) if Customer's internal system does not employ industry standard latency levels; or (iv) to the extent that a defect is caused by or is contributed to by Customer or a Customer third party; or (v) if the defect is caused by a third party database or other third party software malfunction.

4.5 The parties expressly acknowledge that there are no intended or incidental third party beneficiaries to this EULA other than ATS.

5. DATA MANAGEMENT

5.1 Company alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Service (specifically excluding all Customer Data) and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Service provided to Company. This EULA is not a sale and does not convey to Customer any rights of ownership in or related to the Service or the intellectual property rights owned by Company. The Company name, logo, and product names associated with the Service are trademarks of Company or third parties, and no right or license is granted to use them.

5.2 Company, in its sole discretion, reserves the right to supply new application Source Code for the Service and all copies thereof in Customer's possession or control whenever a future Update provides for like functionality in an object code format.

5.3 Customer Data Backups. For purposes of a local onsite server database solution, the Customer is responsible for maintaining a backup of Customer Data, and for all security requirements related to the storing, accessing and use of the Customer Data. For purposes of an offsite, cloud-based or hosted database solution, the Company is responsible for maintaining a backup of Customer Data and for an orderly and timely recovery of such data in the event that the use of the Service may be interrupted. Unless otherwise agreed between the parties in writing, Company shall maintain daily backups of all Customer Data that can be recovered within twenty- four (24) hours. Additionally, Company shall use commercially reasonable efforts to maintain the security of Customer Data.

5.4 Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Customer Data or the physical, technical, administrative, or organizational safeguards put in place by Company that relate to the protection of the security, confidentiality, or integrity of Customer Data ("Data Breach"), Company shall, as applicable: (a) notify Customer as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; and (b) reasonably cooperate with Customer in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Customer; (c) perform or take any other actions reasonably required to comply with applicable law as a result of the occurrence; (d), indemnify, defend, and hold harmless Customer for any and all losses which may be suffered by, accrued against, charged to, or recoverable from Customer in connection with the occurrence of a Data Breach that is caused directly and exclusively by Company; (e) use commercially reasonable efforts to be responsible for recreating lost Customer Data in the manner and on the schedule set by Customer without charge to Customer; and, (f) provide to Customer a detailed plan within ten (10) calendar days of the occurrence describing the measures Company will undertake to prevent a future occurrence.

5.5 Access, Use, & Legal Compulsion. Unless it receives Customer's prior written consent, Company: (i) will not access or use Customer Data other than as necessary to facilitate the Service; and (ii) will not give any third party access to Customer Data. Notwithstanding the foregoing, and only to the extent Company has custody or control of any Customer Data, Company may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Company will give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

The Customer will be responsible for compliance with all applicable local, state, and federal laws governing the security, management, retention, access & control of Customer Data.

5.6 Customer's Rights. Customer possesses and retains all right, title, and interest in and to Customer Data, and Company's access thereto is solely as Customer's agent and is expressly limited as set forth herein.

5.7 Retention, Deletion, & Request for Data. Customer is responsible to make internal backups of all data used by or hosted on any software/service-based server. Upon termination of this EULA, Customer is responsible for retaining all Customer Data and shall permanently remove all such Customer Data from any Company provided hardware or servers that are required to be returned to the Company at the termination of the Agreement.

6. TERMINATION

6.1 This EULA shall terminate on the earlier of:

(a) the expiration of the Term as defined in Section 2.1;

(b) upon the mutual agreement of the parties; or

(c) upon written notice by either party, if the other party materially breaches any term of this EULA and fails to cure such breach within thirty (30) days after receipt by the breaching party of written notice from the non-breaching party describing such breach.

6.2 Upon termination or expiration of this EULA, (a) all use, rights and licenses granted to Customer hereunder will immediately cease and forever terminate; and (b) each party will promptly return the other party's Confidential Information.

6.4 Except as specifically provided herein or in the Agreement, if either party is entitled under local law or otherwise for any special payment or termination indemnity as a consequence of termination or expiration of this EULA, such party hereby waives and disclaims to the fullest extent permitted by law, any right to such payment or indemnity.

7. LIABILITY

7.1 Liability. Except as set forth in the Agreement and for the indemnification obligations set forth in this EULA, and/or actions involving or related to either party's gross negligence, neither party shall be liable to the other for any incidental, consequential, special, or punitive damages or lost or imputed profits or royalties arising out of this EULA or its termination, whether for breach of warranty or any obligation arising there from or otherwise, whether liability is asserted in contract or tort (including negligence and strict product liability) and irrespective of whether a party has advised or has been advised of the possibility of any such loss or damage. Each party hereby waives any claims that these exclusions deprive it of an adequate remedy.

7.2 Indemnification. Customer agrees to hold harmless, indemnify and defend Company, to the fullest extent then contemplated by the governing and applicable law for any administrative, legal or quasi-judicial action, threatened or realized ("action"), including, but not limited to allegations, claims, judgments, awards, costs, expenses, damages and liabilities of whatsoever kind and nature, including attorneys' fees and related defense costs and expenses, which may be asserted, granted, or imposed against Company directly or indirectly arising from or in connection with Customer's misuse or misappropriation of Company's Products or Services or unauthorized representation of the Products or Service or any breach of this EULA by Customer related to Customer's receipt and use of the Software.

7.3 COMPANY'S ENTIRE LIABILITY TO CUSTOMER UNDER THIS EULA, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR MISREPRESENTATION OR BREACH OF STATUTORY DUTY OR ANY DUTY UNDER GENERAL LAW OR ANY OTHER LEGAL THEORY, WILL NOT EXCEED \$100,000. FOR THE AVOIDANCE OF DOUBT, BOTH PARTIES ACKNOWLEDGE THAT THIS PROVISION RELATES TO A CAP ON LIABILITY AND IS NOT INTENDED TO SUGGEST ANY OBLIGATION, WHETHER AS A CONTRIBUTION OR OTHERWISE, ON THE PART OF ATS.

7.4 Company will not be responsible under this EULA for: (i) any alteration of the Service made by Customer to fit a particular requirement of Customer not intended by Company; or (ii) the correction of any

defects resulting from Customer modifications; or (iii) the results of misuse of the Service by Customer or its affiliates; or (iv) preparation or conversion of data into the form required for Use with the Service. COMPANY AND/OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM INHERENTLY DANGEROUS USE OF THE SERVICE, CUSTOMER'S USE OF THE SERVICE IN VIOLATION OF APPLICABLE LAW, AND/OR ANY THIRD-PARTY SERVICE LICENSED HEREUNDER.

8. GENERAL PROVISIONS:

8.1 Notices. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the respective party at the address appearing in the introductory paragraph of this EULA. Notices delivered personally shall be deemed communicated at the time of actual receipt; mailed notices shall be deemed communicated as of the third day following deposit in the United States mail.

8.2 Entire Agreement. This EULA, inclusive of the Agreement to which this is expressly incorporated therein by reference, contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof. Any modification of this EULA will be effective only if such modification is in writing signed by the party against whom enforcement of such modification is sought.

8.3 Severability. If any provision of this EULA is invalid, illegal or unenforceable under any applicable statute or applicable law, it is to that extent to be deemed omitted. The remainder of the EULA shall be valid and enforceable to the maximum extent possible.

8.4 Governing Law. The laws of the State of Georgia shall govern all questions relative to the interpretation, construction, and enforcement of this EULA, without giving effect to the principles of conflict of laws thereof. The parties agree that any relief commenced and deemed necessary in furtherance of the protections afforded within this EULA, including any injunctive relief, shall be instituted in Fayette County, Peachtree City, Georgia and the United States District Court for the Northern District of Georgia.

8.5 Assignment. This EULA shall not be assignable or transferable by Customer without the prior written consent of Company. Company reserves the right to assign this EULA to a successor or affiliate in its sole discretion. The rights and obligations of Company under this EULA shall inure to the benefit of and shall be binding upon the successors and assigns of Company.

8.6 Force Majeure. Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, terrorism, epidemics, failure of suppliers to perform, governmental regulations, power failure, earthquake, or other disasters. If the anticipated or actual delay or non-performance exceeds thirty (30) calendar days, the other party may immediately terminate the EULA by giving notice of termination and such termination will be in addition to the other rights and remedies of the terminating party under the EULA, at law or in equity.

8.7 Waiver. The waiver by either party of a breach of any provisions of this EULA by the other party shall not operate or be construed as a waiver of any subsequent breach by such party.

8.8 Compliance with Laws. By accessing the Service, Customer confirms that this EULA and the

performance of any rights and obligations hereof:

- (a) are not restricted by or contrary to any law or regulation applicable to the Customer;
- (b) do not require registration or approval under the applicable laws governing Customer; and
- (c) will not require termination payments or compulsory licensing under the applicable laws of Customer.

8.9 **Counterparts.** This EULA may be executed in counterparts, each of which may be original or electronic and shall together constitute one and the same binding instrument.

All parties represent and warrant that, on the date first written above, they are authorized to enter into this EULA in its entirety and duly bind their respective principals by their signatures below:

EXECUTED as of the Effective Date:

CINTEL LLC

VILLAGE OF WILLOWBROOK, IL

By: _____

By: _____

Name: Alan J. Farash

Name: _____

Title: Chief Executive Officer

Title: _____

EXHIBIT to EULA

Service Level Agreement (“SLA”)

MAINTENANCE AND SUPPORT OVERVIEW

During the term of this EULA, Company shall provide full support, including continuous effort until the issue is resolved, as follows:

Requirement	Response
Email Support Response	Within one business day
Technical Telephone Help Desk	08.00 – 16.30 Monday through Friday Note: Eastern Standard Time;
Response to reported faults (Performance of remote diagnostic tests and determination of remedy)	Within one business day
On-site support (Inspection, Service and Repair)	All repairs must be completed within three (3) business days after fault reported to Company.

EXHIBIT 2

FORM OF NOTICE TO PROCEED

Reference is made to the Professional Services Agreement by and between American Traffic Solutions, Inc. ("ATS") and the Village of Willowbrook, IL ("Customer"), dated as of April 25, 2013, as such agreement was amended on _____, 2018 (the "Agreement"). Capitalized terms used in this Notice to Proceed shall have the meaning given to such term in the Agreement.

Customer hereby designates the procurement and deployment or installation of ALPR cameras at the following designated locations.

Execution of this Notice to Proceed by Customer shall serve as authorization for the procurement and deployment or installation of the ALPR cameras for all designated locations as follows:

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____

Customer understands that implementation and installation of any location is subject to a feasibility of installation analysis, and if necessary, engineering results conducted by ATS and/or its subcontractor Cintel.

IN WITNESS WHEREOF, Customer has executed this Notice to Proceed as of the date written below.

VILLAGE OF WILLOWBROOK, IL

By:

Name: _____ Date _____
Title: _____

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

By:

Elizabeth Caracciolo _____ Date _____
Senior Vice President/General
Manager, Government Solutions

EXHIBIT 3

Requirement	Response
Email Support Response	Within one business day
Technical Telephone Help Desk	08.00 – 16.30 Monday through Friday Note: Eastern Standard Time; Excludes Cintel standard company holidays.
Response to reported faults (Performance of remote diagnostic tests and determination of remedy)	Within one business day
On-site support (Inspection, Service and Repair of ALPR Equipment)	All repairs must be completed within three (3) Business Days after fault reported to Cintel.
Installation Completion	90 days from time of permit issuance 120 days from PO if no permit required

ATS (or its designated subcontractor) shall repair or replace all ALPR Equipment (including components), which may be done with replacement parts, unless such damaged component has been the subject of (a) improper handling or installation and repairs made by unauthorized persons, including the Customer; (b) misuse, neglect, accident on behalf of the Customer (or persons acting on its behalf other than a party authorized by ATS or Cintel); or (c) the Customer's violation of any term of this Agreement or the EULA.

Repair and replacement of poles and infrastructure shall be the responsibility of ATS for ATS owned infrastructure, and the Customer for all non ATS-owned infrastructure.

RESOLUTION NO. 13-R- 23

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING
THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE
VILLAGE OF WILLOWBROOK AND AMERICAN TRAFFIC SOLUTIONS (ATS), INC. –
RED-LIGHT CAMERA ENFORCEMENT SYSTEM

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized to execute an Agreement, attached hereto as Exhibit "A" and made a part hereof, between the Village of Willowbrook and American Traffic Solutions (ATS), Inc. to operate a Red-Light Camera Enforcement System.

BE IT FURTHER RESOLVED that the Village Clerk of the Village of Willowbrook is hereby directed to forward a certified copy of this Resolution to: American Traffic Solutions (ATS), Inc., 1330 W. Southern Avenue, Tempe, Arizona, 85282.

ADOPTED and APPROVED this 22nd day of April, 2013.



APPROVED:

Robert A. Napsai
Mayor

ATTEST:

Leroy Hansen
Village Clerk

ROLL CALL VOTE:

AYES: Baker, Beeglund, Kelly, Mistele, Tolila

NAYS: 0

ABSTENTIONS: 0

ABSENT: DAVi

STANDARD PROFESSIONAL SERVICES AGREEMENT

This *Standard Professional Services Agreement* which includes the attached Exhibits ("Agreement") is made by and between American Traffic Solutions, Inc. ("ATS"), with its principal place of business at 1330 West Southern Avenue, Tempe, Arizona, and the Village of Willowbrook, Illinois, with principal offices at 7760 Quincy St, Willowbrook, IL ("Customer"). ATS and Customer referred to herein, individually, as a "Party", and collectively, as the "Parties." This Agreement sets forth the terms, conditions and obligations of the Parties.

WITNESSETH:

WHEREAS, ATS has the exclusive knowledge, possession and ownership of certain equipment, licenses, and the processes (collectively referred to herein as the "AxisTM System" or "Axis"); and

WHEREAS, Customer desires to use the Axis System to monitor and enforce traffic violations and to issue citations for said traffic violations; and

The attached Exhibits include:

Exhibit A.....SERVICE FEE SCHEDULE

Exhibit B.....SCOPE OF WORK

Exhibit C.....DESIGNATED INTERSECTIONS

Exhibit D.....DMV SERVICES SUBSCRIBER AUTHORIZATION

By signing below, the Parties agree to the terms and conditions of this Agreement together with the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between the Parties relating to the matters referenced herein and replaces any prior oral or written representations or communications between the Parties. Each individual signing below represents that s/he has the requisite authority to execute this Agreement on behalf of the entity which s/he represents and that all the necessary formalities have been met.

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

VILLAGE OF WILLOWBROOK

By: B. Michael Bolton 4/25/13
B. Michael Bolton
Chief Operating Officer

By: Robert A. Napoli 4/23/2013
Robert A. Napoli
Mayor

This Agreement is effective on the date of execution by the last signatory to this cover page ("Effective Date").

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I. DEFINITIONS

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

1. **"Approach"**: One (1) direction of travel on a road or a traffic intersection, including up to four (4) contiguous lanes controlled by up to two (2) signal phases.
2. **"Business Hours"**: Eight (8) hours per day, Monday through Friday, excluding weekends and holidays.
3. **"Camera System" or "Camera"**: A photo-traffic monitoring device consisting of one (1) rear camera, strobe, and traffic monitoring device capable of accurately detecting a traffic infraction on up to four (4) contiguous lanes which records such data with one (1) or more images of such vehicle. "Camera System" shall, where the context requires, also include any enclosure or cabinet and related appurtenances in which the equipment is stationed.
4. **"Change Order Notice"**: Written notice from Customer requesting changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement, setting forth in reasonable detail the proposed changes.
5. **"Change Order Proposal"**: A written statement from ATS describing the cost of the changes to the work or addition of products or services requested by Customer in a Change Order Notice.
6. **"Citation"**: A citation or notice of violation or equivalent instrument issued by a competent state, county or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by Aaxis.
7. **"Eligible Cameras"**: Cameras for which ATS has been billing Customer for a minimum period of twelve (12) months.
8. **"Fees"**: The amount payable by Customer to ATS for equipment, services, and maintenance as set forth in Exhibit "A".
9. **"Notice to Proceed"**: Written confirmation from Customer that ATS may proceed with the installation of a given Camera System.
10. **"Owner"**: The owner(s) of a motor vehicle as shown by the motor vehicle registration records of the motor vehicle department or the analogous agency of another state or country.
11. **"Person" or "Persons"**: Any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.
12. **"Project Time Line"**: The initial schedule and timelines required to begin the implementation of Customer's project, as mutually agreed upon by the Parties.
13. **"Violation"**: A failure to obey an applicable traffic law or regulation, including, without limitation, failure to obey a traffic signal, operating a motor vehicle in excess of the posted speed limit, or operating a motor vehicle without valid insurance.

II. GENERAL TERMS AND CONDITIONS

1. ATS AGREES TO PROVIDE:

The scope of work identified in Exhibit B, Section 1.

2. CUSTOMER AGREES TO PROVIDE:

The scope of work identified in Exhibit B, Section 2.

3. TERM:

This Agreement shall commence upon the Effective Date and shall continue for a term of five (5) years beginning on the Effective Date. This Agreement will automatically extend for consecutive five (5) year terms. However, Customer or ATS may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement one hundred twenty (120) days prior to the expiration of the then-current term.

4. ASSIGNMENT:

Neither Party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. The foregoing notwithstanding, upon written notice to the Customer, ATS may: (i) assign its rights or obligations hereunder to a parent corporation or an affiliate in which ATS or its parent corporation holds a controlling interest without the consent of the Customer; or (ii) assign its rights and obligations hereunder in connection with any transaction involving the merger, acquisition or consolidation of ATS or the sale of all or substantially all of its assets without the consent of the Customer. For purposes of this section, a "controlling interest" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through ownership of more than fifty percent (50%) of the outstanding voting securities or other interests, or by contract. This Agreement shall inure to the benefit of and bind successors and permitted assigns of the parties.

5. FEES AND PAYMENT:

Customer shall pay for all equipment, services and maintenance based on the fee schedule indicated in the Exhibit "A", Service Fee Schedule 1.

- 5.1 Customer shall pay all Fees due ATS based upon invoices from the preceding month within thirty (30) days of submission. Late payments are subject to interest calculated at 1.5% per month on open balances. If Customer is more than sixty (60) days past due on payments to ATS, ATS may, in its sole discretion, either (i) withhold all transfers/sweeps of violation payments to Customer until Customer becomes current on its payments or (ii) exercise any other remedies pursuant to Section 14.1(ii) of this Agreement for non-payment of Service Fees by Customer.
- 5.2 ATS' Fees will be fixed for the first four (4) years of the first term; thereafter, unit prices will increase annually by two percent (2%) per annum.
- 5.3 Flexible Payment Plan. During the term of the Agreement, payments by the Customer may be made to ATS under a Flexible Payment Plan if the total funds collected by the Program are insufficient to cover the Fees due ATS. Under the Flexible Payment Plan, the Customer may defer certain payments due and owing to ATS during the term of the Agreement. If at the end of the term sufficient funds have not been collected by the Customer to pay the accrued balance then due to ATS, ATS agrees to waive its right to recovery with respect to any balance owing to ATS at the end of that term.

This Flexible Payment Plan will be applied as follows: ATS will maintain an accounting of any net balances owed ATS each month during the term. If the total amount of funds collected from all Camera Systems combined during a month exceeds the amount of the ATS invoice for the same month, the Customer shall pay ATS the total amount due on the invoice. If the total amount of funds collected from all Camera Systems combined during a month is less than the amount of the

ATS invoice for the same month, the Customer shall pay ATS only the amount collected during the same month and Customer may defer payment of the remaining balance. If opting to use a Flexible Payment Plan, Customer will provide ATS with sufficient information about payments received directly by the Customer or by the Courts to accurately determine the amount of funds collected. Payments due ATS shall be reconciled by applying funds collected in subsequent months, first to the accrued balance and then to the subsequent monthly invoice. If at any time the ATS invoices, including any accrued balance, are fully repaid, the Customer will retain all additional funds collected. Such additional funds (whether reserved in cash or not by the Customer) will be available to offset future ATS invoices during the term of the Agreement. Customer agrees and understands the Flexible Payment Plan shall be applied in the aggregate across all installed Camera Systems and will not be applied on a per camera basis or on a per month basis.

Flexible Payment Plan – Limitations. This provision shall not apply if: (1) the Customer elects not to enforce all legally enforceable red light Violations; (2) the Customer elects not to pursue collections on unpaid Violations when contractually obligated to do so; (3) the Customer directs ATS to install a camera at a site where violation rates are projected by ATS to be below the rate required by ATS for an acceptable installation; or (4) the Customer waives and/or fails to timely process more than ten percent (10%) of valid Violations forwarded to the Police for acceptance according to the business rules defined by the Customer prior to the start of the program.

6. SITE SELECTION ANALYSIS:

Prior to implementing the Axis System, ATS may conduct an analysis of each intersection Approach being considered for a Camera System. For any Approach recommended by the Customer, ATS may install a Camera System if a constructability analysis concludes an installation is feasible. ATS makes no representations or warranties that any violation rate estimates will be predictive of actual future traffic violation rates.

7. COMMUNICATION OF INFORMATION:

ATS will comply with reasonable requests for information obtained by ATS through operation of the Axis System. ATS reserves the right to assess a fee for such services.

8. CONFIDENTIAL INFORMATION:

No information given by ATS to Customer will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by ATS. However, nothing in this paragraph shall be construed contrary to the terms and provisions of any "Open Records Act" or similar laws, insofar as they may be applicable.

9. OWNERSHIP OF SYSTEM:

It is understood by the Customer that the System being installed by ATS is, and shall remain, the sole property of ATS, unless separately procured from ATS through a lease or purchase transaction. The System is being provided to Customer only under the terms and for the term of this Agreement.

10. INDEMNIFICATION AND INSURANCE:

- 10.1 **Indemnification by ATS.** Subject to Section 10.3, ATS agrees to indemnify the Customer and its managers, officers, directors, employees, agents, representatives and successors (individually a "Customer Party" and collectively, the "Customer Parties") against all liabilities, obligations, losses, damages, penalties and judgments (collectively, "Losses"), which may be imposed on or incurred by any Customer Party arising out of or related to the gross negligence or willful misconduct of ATS, its employees or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the gross negligence or willful misconduct of any Customer Party.

10.2 **Indemnification by Customer.** Subject to Section 10.3, the Customer hereby agrees to indemnify ATS and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all Persons acting by, through, under or in concert with them (individually an "ATS Party" and collectively, the "ATS Parties") against any and all Losses which may be imposed on or incurred by any ATS Party arising out of or related to the gross negligence or willful misconduct of the Customer, its employees, contractors or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except (i) to the extent caused by the gross negligence or willful misconduct of ATS; (ii) any claim, action or demand (a "Claim") not caused by ATS' failure to perform its obligations under this Agreement; (iii) any Claim challenging the Customer's use of the Axis System, or any portion thereof; (iv) any Claim challenging the validity of the results of the Customer's use of the Axis System, or any portion thereof; or (v) any Claim challenging the validity of the Citations issued, prosecuted and collected as a result of the Customer's use of the Axis System, or any portion thereof.

10.3 **Indemnification Procedures.** In the event of any Claim in respect of which any Party hereto seeks indemnification from the other, the Party seeking indemnification (the "Indemnified Party") shall give the Party from whom indemnification is sought (the "Indemnifying Party") written notice of such Claim promptly after the Indemnified Party first becomes aware thereof; provided, however, that failure to give such notice shall not preclude indemnification with respect to such Claim except to the extent of any additional or increased Losses or other actual prejudice directly caused by such failure. The Indemnifying Party and the Indemnified Party shall cooperate in the defense or settlement of any Claim; and no Party shall have the right to enter into any settlement agreement, or make any admissions of liability, without first: (a) notifying the other Party; (b) obtaining its written consent concerning any statements or conduct; and (c) permitting that Party's participation in settlement negotiations to ensure that said settlement agreement does not materially affect the other Party's ability to assert any claims or defenses against the involved third-party (or third-parties) to such settlement, or bind the other Party without its consent. Each Party acknowledges that their respective insurance providers may have the right to participate in such settlement negotiations.

10.4 **Insurance.** ATS shall maintain the following minimum scope and limits of insurance:

- 10.4.1 Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of \$1,000,000 per occurrence.
- 10.4.2 Workers' Compensation as required by applicable state law, and Employer's Liability Insurance with limits of not less than \$500,000 each accident. ATS shall at all times maintain Worker's Compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of Customer.
- 10.4.3 Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by ATS with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.
- 10.4.4 The Customer and its officers and employees, shall be named as additional insured on the comprehensive general liability policies provided by ATS under this Agreement. ATS shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance, which insurance shall also name the Customer and its officers, employees, and authorized volunteers as additional insureds.
- 10.4.5 Certificates showing ATS is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to the Customer within thirty (30) calendar days after the Effective Date of this Agreement. Such certificates shall show that the Customer will be notified in accordance with the policy language relating to

cancellations of such insurance policies. ATS shall forthwith obtain substitute insurance in the event of a cancellation.

- 10.4.6 The Customer shall be responsible for vehicle insurance coverage on any vehicles driven by Customer employees. Coverage will include liability and collision damage.
- 10.5 Limited Liability. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, lost profits or consequential damages, however caused and on any theory of liability, arising out of or relating to this Agreement.

11. STATE LAW TO APPLY:

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

12. DISPUTE RESOLUTION:

All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith efforts between senior management of both Parties. Following thirty (30) days of unsuccessful negotiation, a dispute may be submitted to professionally-assisted mediation. Before a demand for mediation may be filed by either Party, the management of both Parties shall have met at least two times in face-to-face meetings in an effort to resolve any dispute or controversy through normal business management practices. Unless otherwise agreed to in writing, a minimum of one meeting shall take place at each Party's home office location. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties.

- 12.1 Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to binding arbitration in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association ("AAA Rules") before a single arbitrator. The place of arbitration will be mutually agreed upon within fourteen (14) days of a decision to seek arbitration. Limited discovery will be permitted in connection with the arbitration upon agreement of the Parties and upon a showing of substantial need by the Party seeking discovery.
- 12.2 The arbitrator's decision shall follow the plain and natural meaning of the relevant documents, and shall be final and binding. The arbitrator will have no power to award:
 - (i) damages inconsistent with the Agreement; or,
 - (ii) punitive damages or any other damages not measured by the prevailing Party's actual damages, and the Parties expressly waive their right to obtain such damages in arbitration or in any other forum.
- 12.3 All aspects of the arbitration will be confidential. Neither the Parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements.
- 12.4 Each Party will promptly pay its share of all arbitration fees and costs, provided that such fees and costs shall be recoverable by the prevailing Party as determined by the arbitrator. If a Party fails to pay such share promptly upon demand, the arbitrator shall, upon written request by the other Party, enter a final and binding decision against the nonpaying Party for the full amount of such share, together with an award of attorney's fees and costs incurred by the other Party in obtaining such decision, which decision may be entered in any court of competent jurisdiction.

Except for the failure of a Party to pay arbitration fees and costs that requires resort to the arbitrator to order such payment, the Parties will bear their own attorneys' fees in any matter or dispute under this Agreement.

13. CHANGE ORDERS:

The Customer may from time to time request changes to the work required to be performed or the addition of products or services to those required to the terms of this Agreement by providing a Change Order Notice". Upon ATS' receipt of a Change Order Notice, ATS shall deliver a written statement describing the cost, if any (the "Change Order Proposal"). Following the Customer's receipt of the Change Order Proposal, the Parties shall negotiate in good faith and agree to a plan and schedule for implementation of the proposed changes; the time, manner and amount of payment or price increases or decreases, as the case may be; and any other matters relating to the proposed changes. In the event that any proposed change involves only the addition of equipment or services to the existing Designated Intersection Approaches or the addition of Intersection Approaches to be covered by the terms of this Agreement, to the maximum extent applicable, the pricing terms set forth in Exhibit A shall govern. Any failure of the Parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement, and any disagreement shall be resolved in accordance with Section 12 ("Dispute Resolution") of this Agreement. Such Change Order shall not invalidate the procurement process or this Agreement nor relieve or release ATS or the Customer of any of its obligations under this Agreement unless stated therein.

14. TERMINATION:

14.1 ATS' services may be terminated:

- (ii) By mutual written consent of the Parties; or
- (iii) For Cause, by either Party where the other Party fails in any material way to perform its obligations under this Agreement. Where Customer is in material breach of this Agreement for non-payment of Service Fees to ATS, then ATS may exercise any or all of the following remedies: (a) provide Customer written notice and ten (10) days to cure before suspending performance and turning off ATS' cameras; (b) withhold payments to Customer, as described in Section 5.1 above; (c) terminate this Agreement for cause where Customer's account remains delinquent sixty (60) days after written notice; and (d) in addition to the foregoing, seek any other available remedies at law or equity.
- (iv) Termination under this subsection for any reason other than non-payment of Service Fees by Customer is subject to the condition that the terminating Party notifies the other Party of its intent to terminate, stating with reasonable specificity the grounds therefor, and the other Party fails to cure the default within forty-five (45) days after receiving written notice. In the event of Termination by ATS under this subsection for breach by Customer, Customer shall pay ATS an early termination fee based on a price of \$2,000 per Camera System for each month remaining in the then-current term. Example: Customer signs Agreement in March of year 1 and installs one (1) Camera System that same month. ATS terminates the Agreement for breach by Customer in January of year 5. Two (2) of the sixty (60) months remaining, Customer would owe ATS \$4,000 (\$2,000 x 2) for the early termination fee.

14.2 Upon termination of this Agreement, either for cause, except for termination by ATS for non-payment, or because it has reached the end of its term, the Parties recognize that the Customer will have to process Violations in the "pipeline", and that ATS accordingly must assist the Customer in this regard. Accordingly, the Parties shall take the following actions and shall have the following obligations, which survive termination during the wind-down period:

- (i) The Customer shall cease using the Aaxis System to capture Violations.
- (ii) Unless it is unlawful to do so, ATS shall, for a period of ninety (90) days, continue to process all images taken by the Customer before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to a monthly fee of \$2,750 per camera.

- (iii) The Customer shall return or allow ATS to recover all provided equipment within a reasonable time not to exceed ninety (90) days.
- (iv) If ATS recovers the provided equipment, ATS shall remove any and all equipment or other materials ATS installed in connection with ATS' performance of its obligations under this Agreement, at no cost to the Customer, including but not limited to housings, poles and Camera Systems. ATS shall restore the surface of Customer's property to substantially the same condition as such property was in immediately prior to this Agreement, except for foundation removal, which shall be left approximately flush with grade with no exposed bolts, or other hazards. Installed underground conduit and other equipment shall not be required to be removed.

14.3 In the event of termination by ATS for non-payment of Service Fees by Customer, ATS shall cease processing violations as of the date of termination.

15. AMENDMENTS TO THE AGREEMENT:

The Parties may from time to time consider it in their best interest to modify or extend terms, conditions or covenants of this Agreement; require modifications in the Scope of Services to be performed; or request the performance of additional services regardless of and without invalidating the process that was used to procure the services enumerated under this Agreement. If modifications result in additional costs to Customer, ATS will provide a written estimate of such. Any such addition, deletion, extension or modification, including any increase or decrease in the amount of ATS' compensation, which are mutually agreed upon by and between the Customer and ATS shall be incorporated in written amendments (herein "Amendments") to this Agreement. Such Amendments shall not invalidate the procurement process or this Agreement nor relieve or release ATS or the Customer of any of its obligations under this Agreement unless stated therein.

16. LEGAL CONSTRUCTION:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. This Agreement shall be enforced to the maximum extent possible so as to give effect to the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable herein.

17. PRIOR AGREEMENT SUSPENDED:

This Agreement constitutes the sole and only agreement of the Parties and supersedes any prior understanding, written or oral, between the Parties respecting the written subject matter.

18. NO AGENCY:

ATS is an independent contractor providing services to the Customer and the employees, agents and servants of ATS shall in no event be considered to be the employees, agents or servants of the Customer. This Agreement is not intended to create an agency relationship between ATS and Customer.

19. EXCLUSIVITY:

Customer agrees that it will not contract directly with another entity or person engaged in or offering any photo enforcement business, product, or services during the term of this Agreement.

20. FORCE MAJEURE:

Neither Party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault

or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. The Party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

21. TAXES:

At the time of execution of this Agreement, it is the understanding of the Parties that ATS' services provided hereunder are not subject to federal, state or local taxes including but not limited to excise, sales, use, property or similar taxes or charges. The Customer agrees to reimburse ATS for any such tax or charge if charged against ATS. If incurred, such taxes or charges may be invoiced at any time.

22. NOTICES:

Any notices or demand which, under the terms of this Agreement or under any statute, must or may be given or made by ATS or Customer shall be in writing and shall be given or made by personal service, telegram, first class mail, FedEx, or by certified or registered mail to the Parties at the following address:

Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527
Attn: Village President

American Traffic Solutions, Inc.
1330 West Southern Avenue
Tempe, Arizona 85282
Attn: Legal Department

With copies to:

Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527
Attn: Village Administrator

Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527
Attn: Chief of Police

EXHIBIT A
SERVICE FEE SCHEDULE

1.0 Description of Pricing

Fees are based on per camera and are as follows:

Fee: \$4,495 per camera/per month

Cost Neutrality. In no event shall the total amount invoiced exceed the total amount collected by the Village for the same invoice period.

To ensure cost neutrality to the Village, ATS shall issue a credit to the Village calculated monthly as follows: the difference between: (i) (the total aggregate number of Locations) times (\$4,495.00) and (ii) the actual revenue generated by Citations from all approaches.

Service Fees: Service Fee includes all costs required and associated with one rear-only Camera System installation, maintenance, and on-going field and back-office operations. Includes red-light camera equipment for a 4-lane approach with up to two (2) signal phases, installation, maintenance, violation processing services, DMV records access, First Class mailing of notice of violation with return envelope, mailing of second notice (as needed), lockbox and epayment processing services, excluding user convenience fee, IVR call center support for general program questions and public awareness program support. This pricing applies to all cameras installed within the first twelve (12) months of the term of this Agreement.

ATS' monthly fee includes postage for the first class mailing of the 1st notice. Certified mail is extra and will be billed per unit as published by the US Postal Service at <http://www.usps.com/prices/extra-services-prices.htm>.

2.0 Optional Collection Services:

ATS may initiate collection efforts of delinquent notices upon written request by Customer, so long as collection of said recovered revenue amounts does not conflict with State Law. ATS will be entitled to receive portions of the collected revenue as noted below. The maximum is 30% total for both pre-collection and collection. For those accounts in default that go to collection, this is in addition to our Fees noted above.

Pre-Collection Letters	10% of Recovered Revenue
Delinquent Collections Services	30% of Recovered Revenue

In the event that Customer elects to have ATS provide collections services, Customer shall so notify ATS in writing. Customer agrees that, once ATS' collections services are elected, Customer may not utilize another vendor for these collections services without prior written consent from ATS through an amendment to this Agreement.

The Village agrees that executing the document in Exhibit E of this Agreement shall be an acceptance of this option by the Village and shall serve as a Notice to Proceed for ATS to begin Collections Services for the Village.

3.0 Optional Annual Training Conference: ATS provides a comprehensive user training conference (the "Conference") for active photo traffic safety and enforcement clients. The Conference's main focus is training of the system. Core elements include training on implementation methods and improvements, operational monitoring and improvements, statistical analysis, public relations and technology assessment. The sessions include participation by industry members, industry speakers and panel discussions. The Conference will be held in the Phoenix Metropolitan area. Customer shall be invoiced \$100 per month per attendee and can assign up to three (3) project team members to attend the Conference each year. The \$1,200 fee per attendee will cover travel, accommodations and all related Conference fees.

- 4.0 **Optional Public Relations Services:** ATS may provide additional public relations services upon written request by Customer. These services may include advertising, media relations, and public relations consultants. The fee for such services shall be mutually agreed upon based on the scope of the public relations services to be provided.
- 5.0 **Video Retrieval Fee:** ATS shall retrieve up to one (1) video per week at no cost to Customer. For all additional video retrievals, the fee is \$10.00 each.

EXHIBIT B
SCOPE OF WORK

1. ATS SCOPE OF WORK

1.1 ATS IMPLEMENTATION

- 1.1.1 ATS agrees to provide Camera System(s) and services to the Customer as outlined in this Agreement, excluding those items identified in Section II titled "Customer Scope of Work". ATS and the Customer understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the Parties shall negotiate in good faith to assign the proper Party the responsibility and cost for such items. In general, if work is to be performed by the Customer, unless otherwise specified, the Customer shall not charge ATS for the cost.
- 1.1.2 The Customer and ATS will complete the Project Time Line within thirty (30) days of Agreement execution date, unless mutually agreed to otherwise by the Parties. ATS agrees to make every effort to adhere to the Project Time Line.
- 1.1.3 ATS will assist the Customer with Site Selection Analysis of candidate sites.
- 1.1.4 ATS will install Camera System(s) at a number of intersections or other locations to be mutually agreed upon between ATS and the Customer after completion of Site Selection Analysis, unless already identified in Exhibit C ("Designated Intersections") of this Agreement. In addition to any initial locations, the Parties may agree to add to the quantities and locations where Camera System(s) are installed and maintained.
- 1.1.5 ATS will operate each Camera System on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances (i.e., acts of God, etc.).
- 1.1.6 ATS' in-house Communications Department will assist the Customer with public information content and outreach campaign strategies. Depending upon the mutually agreed-upon strategy, ATS may provide public relations consultants, advertising, or media relations for an additional fee as described in Exhibit A, Service Fee Schedule.
- 1.1.7 ATS agrees to provide a secure website (www.violationinfo.com) accessible to Owners who have received Notices of Violation by means of a Notice # and PIN, which will allow Violation image and video viewing. As part of the secure website, ATS will provide a Frequently Asked Questions (F.A.Q.) page. ATS will operate this secure website on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances (i.e., acts of God, etc.).
- 1.1.8 ATS will provide technician site visits to each Camera System, as needed to perform preventive maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and, general system inspections and maintenance.
- 1.1.9 ATS shall repair a non-functional Camera System within seventy-two (72) hours of determination of a malfunction, except for those causes of Force Majeure as outlined in Section 20 in the General Terms and Conditions of this Agreement, or the Village shall be entitled to a credit of 1/30th of its monthly fee for each day the camera system is not repaired to good working order.
- 1.1.10 For any customer using ATS lockbox or epayment services, ATS will establish a dedicated demand deposit account. If Customer is more than sixty (60) days past due on payments to ATS, ATS may withhold all transfers/sweeps of violation payments to Customer until Customer becomes current on its payments. One time setup, monthly

merchant account servicing costs and nonsufficient funds fees shall be billed through to the Customer monthly.

1.1.11 ATS is authorized to charge, collect and retain a convenience fee of \$4.00 for each electronic payment processed. Such fee is paid by the violator.

1.2 ATS OPERATIONS

1.2.1 If a warning period is required, ATS shall provide the Customer with a one-time warning period up to thirty (30) days in length following the installation and activation of the first installed Camera System. Customer shall not be charged a fee for the warning period; however for any warning period exceeding thirty (30) days the Customer shall be responsible for the normal monthly Service Fee.

1.2.2 ATS shall provide the Customer with an automated web-based Citation processing system (Axis) including image processing, first notice printing and mailing of Citation or notice of violation per chargeable event and a mailing of a text only reminder notice, a hearing scheduled letter, a hearing denied letter, an insufficient information letter, and a dismiss letter. Each Citation or notice of violation shall be delivered by First Class mail to the Owner within the statutory period. In the case of a transfer of liability by the Owner, ATS may also mail a Citation or notice of violation to the driver identified in the affidavit of non-liability or by rental car companies. Costs of certified mailings are priced separately and paid by the Customer for additional compensation to ATS as indicated in Exhibit A.

1.2.3 Subsequent notices, other than those specified in subsection 1.2.2 may be delivered by First Class or other mail means for additional compensation to ATS as agreed upon by the Parties.

1.2.4 ATS shall apply an electronic signature to the Citation when authorized to do so by an approving law enforcement officer.

1.2.5 ATS shall seek records from out-of-state vehicle registration databases and use such records to issue Notices of Violation for the Customer according to each pricing option. ATS assumes this responsibility as a named Customer's agent by signing of DMV Services Subscriber Authorization found in Exhibit D of this Agreement. ATS reserves the right to mail Notices of Violation to the address of the Owner obtained through the DMV, obtained through the National Change of Address (NCOA) database provided by the United States Postal Service, or obtained through other means including but not limited to skip tracing.

1.2.6 If Customer is unable to or does not desire to integrate ATS data to its adjudication system, ATS shall provide one on-line adjudication processing module, which will enable the adjudication function to review cases, related images, up to six (6) correspondences, and other related information required to adjudicate the disputed Violation. The system will also enable the Court staff to accept and account for payments. Any costs charged by a third party vendor related to the provision of ATS data to the adjudication system are the responsibility of the Customer.

1.2.7 The Axis System shall provide the Customer with the ability to run and print standard system reports. For any reports not readily available from the Axis System, ATS shall provide a cost estimate to the Customer for providing such services.

1.2.8 During the twelve (12) month period following the installation of the first camera, upon ATS' receipt of a written request from the Customer at least fourteen (14) calendar days in advance of a court proceeding, and if required by the Court or prosecutor, ATS shall provide the Customer with or train a local expert witness to testify in Court on matters relating to the accuracy, technical operations, and effectiveness of the Axis System until judicial notice is taken. Customer shall use its best efforts to obtain judicial notice as soon as possible. If an ATS expert witness is required more than two (2) times during the

twelve (12) month period, Customer shall reimburse ATS for any reasonable time and travel costs incurred for the additional dates.

1.2.9 In those instances where damage to a Camera System (or sensors where approved) is caused by (i) negligence on the part of ATS or its authorized agent(s), (ii) negligence or recklessness on the part of a driver, or (iii) severe weather or acts of God, ATS shall bear the cost of repair. For all other causes of damage, Customer shall reimburse ATS for the cost of repair.

1.2.10 ATS shall provide a help-line to assist the Customer with resolving any problems encountered regarding its Camera System and/or Citation processing. The help-line shall function during normal business hours.

1.2.11 As part of its Camera System, ATS shall provide violators with the ability to view Violations online. This online viewing system shall include a link to the ATS payment website(s) and may offer the opportunity to download an affidavit of non-liability online. Online obtained affidavits, if approved by the Court, may be directed to and processed by ATS and communicated to the Court via the Aaxis transfer described above.

1.2.12 For video retrievals requested by Customer unrelated to enforcement of a Violation, including but not limited to investigation of a criminal matter, ATS will provide up to one (1) video retrieval per week at no cost to Customer. For each additional video retrieval, Customer shall pay a fee, pursuant to Exhibit A ("Video Retrieval Fee").

2. CUSTOMER SCOPE OF WORK

2.1 GENERAL IMPLEMENTATION REQUIREMENTS

2.1.1 Within seven (7) business days of the Effective Date of this Agreement the Customer shall provide ATS with the name, title, mailing address, email address and phone number of:

- o a project manager with authority to coordinate Customer responsibilities under this Agreement
- o Municipal Court manager responsible for oversight of all Court-related program requirements
- o The Police contact
- o The Court contact
- o The person responsible for overseeing payments by violators (might be court)
- o The Prosecuting Attorney
- o The Village Attorney
- o The Finance contact (who gets the invoices and will be in charge of reconciliation)
- o The IT person for the police
- o The IT person for the courts
- o The Public Works and/or Engineering contact responsible for issuing any/all permits for construction

2.1.2 Within seven (7) business days of the Effective Date of this Agreement, the Customer shall provide ATS with the name and contact information for a Municipal Court manager responsible for oversight of all Court-related program requirements.

2.1.3 The Customer and ATS shall complete the Project Time Line within thirty (30) calendar days of the Effective Date of this Agreement, unless mutually agreed to otherwise by the Parties. The Customer shall make every effort to adhere to the Project Time Line.

2.1.4 The Customer shall direct the Chief of Police or approved alternate to execute the ATS DMV Services Subscriber Authorization (Exhibit D) to provide verification to the State Department of Motor Vehicles, National Law Enforcement Telecommunications System, or appropriate authority indicating that ATS is acting on behalf of the Customer for the

purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721(b)(1) and as may otherwise be provided or required by any provision of applicable state law.

- 2.1.5 The Customer is responsible for notifying ATS of any legislative and/or ordinance changes in writing within forty-eight (48) hours of the first read of the proposed legislation. ATS will not be responsible for any damages if not notified within the required time.
- 2.1.6 The Customer is responsible for all final jurisdictional issues.
- 2.1.7 Once a Notice to Proceed is granted to ATS in writing or by email, the Customer shall not issue a stop work order to suspend activity on the implementation process, unless Customer reimburses ATS for costs incurred up to the date the stop work order is issued.
- 2.1.8 Once a camera system is installed and certified by ATS as operational, it shall be immediately put into service. If a Camera is inactive for more than seven (7) days for any reason not caused by ATS, other than Force Majeure as provided in Section 18, the Customer shall pay a reduced fee of two thousand five hundred dollars (\$2,500.00) per camera per month.
- 2.1.9 Customer shall provide ATS all available intersection and speed-related accident reports and any applicable red light or speed violation reports for the three (3) years immediately prior to the installation of the first Camera System and on a quarterly basis going forward.

2.2 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

- 2.2.1 If the Customer requests that ATS move a Camera System to a new Approach after initial installation, the Customer shall pay for the costs to relocate the Camera System.
- 2.2.2 If a construction or improvement project requires an installed Camera System to be deactivated or requires a Camera System, including imbedded sensors, to be moved or removed, Customer shall reimburse ATS for its lost revenue and any costs for moving or removing the Camera System. Customer may elect to reimburse ATS directly or ATS may recover its costs from program funds in addition to its normal fee.
- 2.2.3 Prior to the installation of any Camera System, Customer shall provide ATS information regarding any and all road construction or improvement projects scheduled during the term of this Agreement for any intersection Approach designated for Camera System installation.
- 2.2.4 Customer will design, fabricate, install and maintain red light camera warning signs. If Customer cannot provide such signage, ATS will do so and Customer shall reimburse ATS for such costs.
- 2.2.5 Customer understands that proper operation of the system requires access to traffic signal phase connections. Customer, therefore, shall provide free access to traffic signal phase connections according to approved design. When traffic signal phase connections are not under the jurisdiction of the Customer, it shall be the Customer's responsibility to negotiate agreements with the owner or maintaining agency of the traffic signal controller and infrastructure in order to provide the required access to said phase connections and infrastructure and any costs associated with needed agreements shall be funded by the Customer.
- 2.2.6 Customer understands that proper operation of the system sometimes requires attachment of certain items of detection equipment to existing signal masts, mast arms and / or other street furniture. Customer, therefore, shall provide free access to ATS to attach of certain items of detection equipment to existing signal masts, mast arms and / or other street furniture for the proper operation of the system.

2.2.7 Customer shall allow ATS to access power from existing power sources at no cost and shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each Camera System within the Customer's jurisdiction. If these items are not made available, the costs of any additional conduit or power infrastructure needed to support installation of the Camera System shall be funded by Customer. ATS may agree to cover these upfront costs and recover the costs from the collected revenue in addition to its normal fees. If existing power sources are not immediately available, Customer will allow ATS to use temporary power until the existing power is established. In situations where it is not possible to obtain electrical power from a pre-existing source, Customer shall bear the costs (or reimburse ATS) for obtaining/routing power. When access to power facilities is not under the jurisdiction of the Customer, it shall be the Customer's responsibility to negotiate any necessary agreements with the owner or maintaining agency of the power facility and infrastructure in order to provide required access to said power facilities and infrastructure. Any costs associated with the needed agreements shall be funded by the Customer

2.2.8 Customer shall not require ATS to provide installation drawings stamped by a licensed civil engineer. However, ATS work product and drawings shall be overseen and approved by an ATS PE and such deliverables shall conform to applicable engineering norms and reflect the details of installation work to be completed.

2.2.9 Customer shall approve or reject ATS submitted plans within seven (7) business days of receipt and shall limit iterations to a total of one revision beyond the initially submitted plans. Total plan approval duration shall not exceed ten (10) business days. The Customer shall provide its best efforts in providing aid in achieving these timeframes for plan approvals when plans are being reviewed and permitted by any State and/or County agencies.

2.2.10 Customer, or any department of Customer, shall not charge ATS or its subcontractor(s) for building, construction, electrical, street use and/or pole attachment permits, including any fee for traffic control services during installation or maintenance of a Camera System. Customer shall also fund any and all needed State and/or County permits.

2.2.11 Customer understands and agrees that time is of the essence and that public safety is at issue and shall issue all needed permits to ATS and its subcontractor(s) within three (3) business days of plan approval. The Customer shall provide its best efforts to aid in achieving these timeframes for permit issuance when permitted by any State and/or County agency.

2.2.12 If required by the submitted design for proper operation, Customer shall allow ATS to install vehicle detection sensors in the pavement of roadways within the Customer's jurisdiction, as permitted. The Customer shall provide its best efforts to aid in acquiring any and all required permission and permits when the roadway is under the jurisdiction of the State or County.

2.2.13 Customer shall allow ATS to build needed infrastructure into any existing Customer-owned easement.

2.2.14 If use of private property right-of-way is needed, Customer shall assist ATS in acquiring permission to build in existing utility easements as necessary. Any costs for private property right-of-way lease/rental costs shall be borne by the Customer as it is expressly excluded from the base fee structure identified in the fee schedule.

2.3 LAW ENFORCEMENT DEPARTMENT OPERATIONS

- 2.3.1 Customer shall process each potential Violation in accordance with State Law and/or Municipality Ordinances within three (3) business days of its appearance in the Law Enforcement Review Queue, using Aaxis to determine which Violations will be issued as Citations or notices of violation. In the event that Customer fails to process potential Violations within this timeframe, ATS shall not be liable for failure to issue a notice or citation within statutory timeframes.
- 2.3.2 For optimal utilization, Customer workstation computer monitors for Violation review and approval should provide a resolution of 1280 x 1024.
- 2.3.3 For optimal data throughput, the Customer workstations should be connected to a high-speed internet connection with bandwidth of T-1 or greater.
- 2.3.4 Customer shall provide signatures of all authorized Law Enforcement users who will review events and approve Citations on forms provided by ATS.

2.4 COURTS OPERATIONS

- 2.4.1 If Customer does not provide payment processing services, Customer shall use ATS payment processing services. The fees for lockbox and epayment services are presented in Exhibit A.
- 2.4.2 Customer shall provide a judge or hearing officer and court facilities to schedule and hear disputed Citations.
- 2.4.3 Customer shall provide the specific text required to be placed on the Citation or notice of violation to be issued by ATS within thirty (30) days of the Effective Date of this Agreement.
- 2.4.4 Customer shall approve the Citation or notice of violation form within fifteen (15) days of receipt from ATS. ATS reserves the right to make non-substantive formatting or incidental changes to the Citation or notice of violation without approval by Customer.
- 2.4.5 Customer shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes and other issues relating to Citation adjudication. Customer may refer citizens with questions regarding ATS or Aaxis technology and processes to websites and/or toll free telephone numbers provided by ATS for that purpose.
- 2.4.6 Where permissible under state law, Customer shall pursue delinquent collections of unpaid notices with an existing contractor or ATS within ten (10) days after expiration of a second notice.
- 2.4.7 Any potential, one time, direct costs to ATS to develop an interface between the Court system will be initially paid by ATS and any such cost will be reimbursed to ATS from collected revenues in addition to the Fees in Exhibit A, Service Fee Schedule 1.

2.5 INFORMATION TECHNOLOGY DEPARTMENT OPERATIONS

- 2.5.1 In the event that remote access to the ATS Aaxis System is blocked by Customer network security infrastructure, the Customer's Department of Information Technology shall coordinate with ATS to facilitate appropriate communications while maintaining required security measures.

EXHIBIT C
DESIGNATED INTERSECTIONS

Execution of this Agreement shall serve as written Notice to Proceed by Customer for the installation of Camera Systems for all intersections designated as follows:

#	Direction	Street	Cross-Street
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

ATS shall make its best efforts to install a Camera System within thirty (30) days of permits being granted and power delivered for each agreed-upon Approach, providing that Customer has received permission for all implementations in writing from any third-party sources.

This program may be implemented at additional intersections. Implementation and installation of any Approach is subject to Site Selection Analysis and engineering results and must be mutually agreed to by the parties. Approaches may be selected based on Site Selection analysis, collision history, input, community safety, recommendations from Customer and engineering feasibility assessment. The intersections will be designated by the Customer, which designation will be based upon Police Department Staff review and an engineering analysis.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

EXHIBIT D
DMV SERVICES SUBSCRIBER AUTHORIZATION

Agency ORI: _____

DATE

Nlets
1918 W. Whispering Wind Dr.
Phoenix, AZ 85085

Attn: Steven E. Correll, Executive Director
Re: Authorization for American Traffic Solutions, Inc. to Perform MVD Inquiry

Dear Mr. Correll:

Please accept this letter of acknowledgement that a Agreement to perform automated enforcement between _____ and American Traffic Solutions, Inc. is or will be enacted and will be or is in force. As a requirement of and in performance of that Agreement between _____ American Traffic Solutions, Inc., it will be necessary for American Traffic Solutions, Inc. to access Nlets motor vehicle data.

Please accept this letter as authorization from _____ for American Traffic Solutions, Inc. to run motor vehicle inquiries. This authorization is and will be in effect for the term of our Agreement with Nlets and any subsequent renewals.

This authorization will automatically expire upon the termination of the Agreement between _____ and American Traffic Solutions, Inc., and, such authorization is limited to violations detected by the automated enforcement camera systems. By completing the information below and signing this letter, I am stating that I am a member of the _____ and have the authority to empower American Traffic Solutions, Inc. to use ORI _____ for this function.

SUBSCRIBER INFORMATION

Subscriber Agency/Name _____

Nlets Agency ORI _____

Name/Title of Authorized Representative _____

Mailing Address _____

Telephone _____ **Fax** _____

Email _____

Signature of Authorized Representative _____

Date Signed _____

EXHIBIT E
NOTICE TO PROCEED WITH COLLECTIONS SERVICES

Date:

[city official]
[department]
[street address]
[city/state/zip]

Dear [city official]:

According to the Professional Service Agreement dated _____, [as amended on _____]], between the City of _____ and ATS (the "Agreement"), please be advised that upon receiving a written notice to proceed from the City of _____, ATS will refer all unpaid and delinquent Automated Red Light Enforcement violation notices to Linebarger, Goggan, Blair & Sampson, LLP for collection activity on your behalf and in accordance with the terms and conditions of the Agreement.

Linebarger, Goggan, Blair & Sampson, LLP is a law firm specializing in collection services for governmental agencies across the country. ATS has a contractual relationship with Linebarger, Goggan, Blair & Sampson, LLP to provide professional collections services.

Your signature below shall provide ATS with a Notice to Proceed and serve as acknowledgement that Linebarger, Groggan, Blair & Sampson, LLP is a law firm that will perform collection services for delinquent Automated Red Light Enforcement violation notices.

CITY OF _____

Signature: _____

Print Name/Title: _____

Date: _____

Please sign, date and return via email or fax to: (xxx xxx-xxxx)

Regards,

Michael Bolton
Chief Operating Officer

RESOLUTION NO. 13-R- 11

A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING
THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT –
RED-LIGHT CAMERA ENFORCEMENT SYSTEM – BETWEEN THE VILLAGE OF
WILLOWBROOK AND AMERICAN TRAFFIC SOLUTIONS (ATS), INC.

WHEREAS, in the opinion of at least two-thirds (2/3) of the Trustees then holding office, it is in the best interests of the Village to waive the competitive bidding process and to authorize the Mayor and Village Clerk to execute an Agreement with American Traffic Solutions (ATS), Inc., for the purposes of continuing to maintain a red-light camera enforcement system within the Village of Willowbrook.

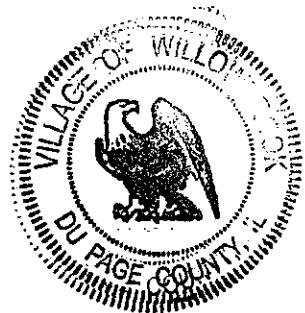
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows;

SECTION ONE: That the competitive bidding process be waived and that the Mayor and Village Clerk be and the same are hereby authorized to execute an Agreement with American Traffic Solutions (ATS), Inc., in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of American Traffic Solutions (ATS), Inc., continuing to maintain a red-light camera enforcement system within the Village of Willowbrook.

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

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

ADOPTED and APPROVED this 25th day of February, 2013.



ATTEST:

Eroy Hansen
Village Clerk

APPROVED:

Robert A. Napoli
Mayor

ROLL CALL VOTE:

AYES: Baker, Berglund, Davis, Kelly, Mistele, Trilla

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0

EXHIBIT "A"

AGREEMENT

THIS AGREEMENT made and entered into this 25 day of February, 2013, by and between the Village of Willowbrook, a municipal corporation of the State of Illinois, and American Traffic Solutions (ATS), Inc.

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, provides in part that units of local government, including municipalities, may contract with individuals in any manner not prohibited by law or by ordinance.

WHEREAS, by Resolution 08-R-13, the Mayor and Village Clerk were authorized to execute, and did execute, a certain contract with LaserCraft, Inc. for the purposes of implementing a Red-Light Camera Enforcement System within the Village of Willowbrook for the period from March 24, 2008, to March 24, 2013, a copy of which is attached hereto and incorporated herein as Exhibit "A" ("Contract"); and,

WHEREAS, On June 8, 2010 LaserCraft, Inc., a privately owned corporation, was acquired by American Traffic Solutions (ATS), Inc. At this time, in accordance with the terms of the contract, the contract then became binding upon and inure to the benefit of the parties including American Traffic Solutions (ATS), Inc. as the Permitted Successor and Permitted Assign; and,

WHEREAS, the Village has determined it is in the best interests of the Village to extend the term of the Contract from March 24, 2013, to May 24, 2013, a period of two (2) months, to enable the parties to draft for consideration a subsequent renewal agreement; and,

WHEREAS, American Traffic Solutions (ATS), Inc. has agreed to provide such services as set forth in the Contract, as agreed to by a letter to the Village dated February 14, 2013, which is attached hereto and incorporated herein as Exhibit "B".

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, conditions and agreements herein contained, the adequacy and sufficiency of which the parties hereto hereby acknowledge, the parties hereto agree as follows:

Section 1. Incorporation of Recitals. The preambles set forth hereinabove are incorporated herein as substantive provisions of this AGREEMENT as if fully set out in this Section 1.

Section 2. The Village and American Traffic Solutions (ATS), Inc. hereby extend the term of the Contract for the period from March 24, 2013, to May 24, 2013.

Section 3. Notwithstanding anything to the contrary, American Traffic Solutions (ATS), Inc. hereby agrees to provide current insurance certificates and insurance coverage information for the period from March 24, 2013, to May 24, 2013, as otherwise described and set forth in the Contract.

Section 4. This AGREEMENT is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

VILLAGE OF WILLOWBROOK, an Illinois
Municipal Corporation,

By: Robert A. Napoli
Mayor

ATTEST:

Leroy Hansen
Village Clerk



American Traffic Solutions (ATS), Inc.

By: S. M. H. Jolte

Its: coo

ATTEST:

John Tostall

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND CLERK TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND LASERCRAFT, INC. -- IMPLEMENTATION OF A RED-LIGHT CAMERA ENFORCEMENT SYSTEM

BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village President and Clerk be and the same are hereby authorized to execute an Agreement between the Village of Willowbrook and LaserCraft, Inc., for Implementation of a Red-light Camera Enforcement System, attached hereto as Exhibit "A" and made a part hereof.

BE IT FURTHER RESOLVED that the Village Clerk of the Village of Willowbrook is hereby directed to forward a certified copy of this Resolution to: LaserCraft, Inc. 1450 Oakbrook Drive, Suite 900, Norcross, GA 30093.

ADOPTED and APPROVED this 24th day of March, 2008.

APPROVED:

Robert A. Napoli
Village President *PLT:TM*

ATTEST:

Leroy A. Hansen
Village Clerk

ROLL CALL VOTE:

AYES: Baker, Mistele, Brown, Napoli, Schoenbeck, McMahow

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0

MASTER AGREEMENT

This Master Agreement ("Master Agreement") is made on this 24th day of MARCH, 2008 (the "Effective Date"), by and between THE VILLAGE OF WILLOWBROOK, a municipality in the State of Illinois, having its principal office at 7760 Quincy St, Willowbrook IL (the "Village") and LASERCRAFT, INC., a Georgia corporation with offices at 1450 Oakbrook Drive, Suite 900, Norcross, Georgia 30093 ("LaserCraft") (each a "Party" and both "Parties"), effective as of the Effective Date.

RECITALS

WHEREAS, the Village is a non-home rule municipal corporation duly organized and existing pursuant to the laws of the State of Illinois; and

WHEREAS, LaserCraft furnishes, installs, implements and maintains automated traffic enforcement services, including automatic red light enforcement systems; and

WHEREAS, LaserCraft issued a proposal to the Village for a red light camera enforcement system; and

WHEREAS, the Village, having determined that LaserCraft submitted the proposal that is most responsive and best conforms to the specifications and needs of the Village, desires to engage LaserCraft to provide certain automated traffic enforcement services, all upon and subject to the terms and conditions set forth herein; and

WHEREAS, LaserCraft is willing to perform and provide such automated traffic enforcement services, all upon and subject to the terms and conditions set forth herein.

NOW, THEREFORE, the recitals contained above being incorporated herein by reference, in consideration of the matters recited, the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1 Scope of Master Agreement. During the Term hereof, each Party covenants, agrees and promises to perform the respective obligations set forth in this Master Agreement, all upon and subject to the terms and conditions set forth in each Exhibit and Schedule. The Parties further agree that LaserCraft may, from time to time, provide certain additional services to the Village, all of which shall be described in certain Schedules attached hereto and made a part hereof (individually, a "Schedule" and collectively, the "Schedules"). All of the Schedules shall be subject to any and all of the covenants, conditions, terms, warranties, representations and other provisions set forth herein and the exhibits hereto, as the same may from time to time be amended.

2 Defined Terms. Capitalized terms in this Master Agreement and the Attachments hereto shall have the meanings set forth in the General Terms and Conditions or in the Schedules attached to this Master Agreement.

3 List of Attachments and Schedules. The following Exhibits and Schedules are incorporated by reference into this Master Agreement:

Exhibit A – General Terms and Conditions; and

Schedule 1 – Red Light Camera Enforcement System Agreement.

signatures continue on following page

PJ

IN WITNESS WHEREOF, the Parties hereto have executed this Master Agreement under seal, or have caused the same to be executed on their respective behalves by their duly authorized representatives, the date and year first above written.

LASERCRAFT, INC.

By: P. J. Lytle (seal)

Name: PJ Lytle

Title: President & CEO

THE VILLAGE OF WILLOWBROOK

By: Robert A. Napoli (seal)

Name: ROBERT A. NAPOLI

Title: PRESIDENT PRO TEM

EXHIBIT A

GENERAL TERMS AND CONDITIONS TO MASTER AGREEMENT

These are the General Terms and Conditions to the Master Agreement and are attached to and form a part of that Master Agreement between the Village of Willowbrook (the "Village") and LaserCraft, Inc. ("LaserCraft").

1. DEFINITIONS

- 1.1 **Business Day** shall mean any day excluding Saturday, Sunday and any State of Illinois or national holiday.
- 1.2 **Claims** shall have the meaning set forth in Section 4.1.
- 1.3 **Confidential Information** shall have the meaning set forth in Section 13.1.1.
- 1.4 **Disclosing Party** shall mean a Party disclosing Confidential Information to a Receiving Party.
- 1.5 **Due Date** shall have the meaning set forth in Section 3.2.
- 1.6 **Effective Date** shall have the meaning set forth in the Master Agreement.
- 1.7 **Force Majeure Event** shall have the meaning set forth in Section 12.1.
- 1.8 **Indemnified Party** shall have the meaning set forth in Section 4.1.
- 1.9 **Indemnifying Party** shall have the meaning set forth in Section 4.1.
- 1.10 **Interest** shall have the meaning set forth in Section 3.2.
- 1.11 **LaserCraft** shall mean LaserCraft, Inc., a Georgia corporation.
- 1.12 **Master Agreement** shall mean the Master Agreement and all Schedules, together with all attachments and exhibits thereto, unless the context clearly requires otherwise.
- 1.13 **Party** shall mean either the Village or LaserCraft and their respective Permitted Successors and Permitted Assigns.
- 1.14 **Person** shall mean any individual, corporation, partnership, joint venture, firm, trust, unincorporated organization, government or any agency or political subdivision thereof or other entity.
- 1.15 **Receiving Party** shall mean a Party receiving Confidential Information from a Disclosing Party.
- 1.16 **Requirement of Law** shall mean any law, ordinance, statute, treaty, rule, judgment, opinion, regulation or other determination or finding of any arbitrator, judge or governmental authority applicable to or binding upon any Person or to which any Person is subject, whether federal, state, county, local or otherwise.
- 1.17 **Schedule** shall have the meaning set forth in Section 1 of the Master Agreement.
- 1.18 **Term** shall have the meaning set forth in Section 2.1.
- 1.19 **Third Party** means a Person who is not a Party or an affiliate of a Party.

1.20 **Village** shall mean the Village of Willowbrook, and each of its departments, divisions, agencies, boards and instrumentalities.

2. TERM AND TERMINATION

2.1 **Term.** The Master Agreement shall become effective as of the Effective Date and shall continue in effect for as long as any Schedule remains in effect, unless earlier terminated in accordance with the provisions of the Master Agreement ("Term"). The term of each Schedule is stated in the Schedule.

2.2 **Termination.** A Party may terminate the Master Agreement for cause as provided in Section 10 hereof.

2.3 Effect of Termination.

2.3.1 No termination or expiration of the Master Agreement or any Schedule shall affect the rights or obligations of either Party with respect to the following, which obligations shall survive any such termination or expiration:

2.3.1.1 Any then-existing defaults;

2.3.1.2 Any obligation to make any payment due under the terms of the Master Agreement or any Schedule for goods or services rendered prior to the date of termination or expiration;

2.3.1.3 All other obligations of the Parties incurred prior to the date of expiration or termination of the Master Agreement or any Schedule; or

2.3.1.3 Section 1 (Definitions); Section 2.3.1; Section 3.3 (Taxes, Fees and Other Governmental Impositions); Section 15.4 (Audit Rights); Section 4 (Indemnification); Section 5 (Limitation of Liability); Section 8.1 (Insurance Coverage); Section 13 (Confidentiality); or Section 15.7 (Rules of Interpretation).

2.3.2 Subject to the provisions of Section 2.3.1, termination of the Master Agreement by a Party in accordance with Section 2.2 shall be without further liability to the terminating Party.

2.3.3 Notice of termination of a Schedule shall not be considered notice of termination of the remaining parts of the Master Agreement unless specifically stated in the Notice, provided, however, that the termination of all outstanding Schedules shall automatically terminate the Master Agreement.

3. PAYMENT TERMS

3.1 **Obligation to Make Payment.** The Village covenants and agrees to pay to LaserCraft all amounts due pursuant to the Master Agreement without counterclaim, setoff or deduction.

3.2 **Invoices.** Unless otherwise agreed to by the Parties in a Schedule, LaserCraft shall invoice the Village monthly in arrears for all amounts payable under the terms of the Master Agreement. Except as may otherwise be provided in a Schedule, all payments due to LaserCraft under the Master Agreement shall be promptly paid by the Village in United States dollars within thirty (30) calendar days from the date of each invoice (each such date being a "Due Date") by wire transfer or check and shall be sent to the address specified on the invoice. LaserCraft may impose a late payment charge of the lesser of one and one-half percent (1½%) per month or the maximum rate allowed by law ("Interest") on the undisputed amounts due under any invoice not paid by the Due Date.

3.3 Taxes, Fees and Other Governmental Impositions.

3.3.1 All amounts shall exclude all applicable sales, use and other taxes. The Village shall be responsible for payment of all such taxes (other than taxes based on LaserCraft's income), fees, duties and charges, and any such tax which LaserCraft is obligated to collect shall be added to the invoice as a separate charge to be paid by the Village.

3.3.2 Each Party shall timely report and pay to the applicable taxing or governmental entity any and all income, gross receipts, excise, transfer, ad valorem, real property, personal property, or other taxes, and any and all franchise fees or similar fees assessed against it due to its ownership or use of any property, goods or services provided to it under the terms of the Master Agreement.

3.3.3 The Parties shall cooperate in any contest of any taxes or fees so as to avoid, to the extent reasonably possible, prejudicing the interests of the other Party, but specifically excluding any federal or state income tax assessed against LaserCraft.

4. INDEMNIFICATION

4.1 Only if and to the extent permitted by law (including the Constitution of the State of Illinois, each Party (as the "Indemnifying Party") shall indemnify, defend, protect, and hold harmless the other Party, its employees, members, managers, officers, agents, contractors, and Affiliates (collectively and individually, the "Indemnified Party"), from and against any damage, liability, loss, cost or expense (including, without limitation, reasonable attorney's fees and expenses), judgments and penalties of any kind arising from or relating to claims, actions or demands of a Third Party ("Claims") on account of any personal injury (including death) or physical injury to tangible property, or facilities of any Person or entity (including reasonable attorney's fees and costs at trial and appeal), to the extent arising out of or resulting from the negligent acts or omissions of the Indemnifying Party, its officers, employees, servants, affiliates, agents, contractors, or underlying facility owners or from any Person for whom it is at law responsible.

4.2 The obligations of an Indemnifying Party shall not extend to any Claim which is attributable to the sole negligence or willful misconduct of an Indemnified Party.

4.3 The obligations of this Section shall survive the expiration or earlier termination of this Master Agreement. The provisions of Section 8 shall not be construed as limiting the Indemnifying Party's obligations pursuant to this Section or other provisions of this Master Agreement.

4.4 The Indemnifying Party shall have the right to defend the Indemnified Party, by counsel selected by the Indemnifying Party subject to the approval of the Indemnified Party, with respect to any claims within the indemnification provisions hereof. The Parties shall give each other prompt notice of any asserted Claims or actions indemnified against, shall cooperate with each other in the defense of any such Claims or actions and shall not settle any such Claims or actions without the prior consent of the Indemnifying Party.

5. LIMITATION OF LIABILITY

5.1 NOTWITHSTANDING ANY OTHER PROVISION OF THE MASTER AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES OR LOST PROFITS OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THE MASTER AGREEMENT OR ANY SCHEDULE THERETO OR THE PERFORMANCE OR BREACH THEREOF.

5.2 LASERCRAFT'S AND ITS SUBCONTRACTORS' AND SUBSUPPLIERS' AGGREGATE RESPONSIBILITY AND LIABILITY, WHETHER ARISING OUT OF THE MASTER AGREEMENT OR ANY SCHEDULE THERETO OR TORT OR ANY OTHER LEGAL CONTEXT OR THEORY, INCLUDING NEGLIGENCE AND STRICT LIABILITY, UNDER THE MASTER AGREEMENT OR ANY SCHEDULE THERETO, INCLUDING, BUT NOT LIMITED TO, ALL CLAIMS FOR BREACH OF ANY WARRANTY OR

GUARANTEE, FAILURE OF PERFORMANCE OR DELAY IN PERFORMANCE BY LASERCRAFT OR PERFORMANCE OR NON-PERFORMANCE OF ANY GOODS OR SERVICES PROVIDED BY LASERCRAFT IS LIMITED TO THE AMOUNTS ACTUALLY PAID BY THE VILLAGE TO LASERCRAFT UNDER THIS MASTER AGREEMENT DURING THE PREVIOUS SIX (6) MONTH PERIOD.

5.3 Nothing contained herein shall operate as a limitation on the right of either the Village or LaserCraft to bring an action or claim for damages against any Third Party, including indirect, special, or consequential damages, based on any acts or omissions of such Third Party. The Village and LaserCraft shall assign such rights of claims, execute such documents and do whatever else may be reasonably necessary to enable the other (at such other Party's sole expense) to pursue any such action against such Third Party.

6. EXCLUSION OF WARRANTIES

Except as otherwise expressly provided by the terms of the Master Agreement or any Schedule thereto, LaserCraft **DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.**

7. ASSIGNMENT

7.1 **Permitted Assignments.** Either Party shall have the right at any time to assign or otherwise transfer the Master Agreement or any Schedule or any of its rights or obligations under the Master Agreement or any Schedule thereto, to any other Person with the prior consent of the other Party, which consent shall not be unreasonably withheld, conditioned, delayed or denied, provided, however, that the Person possesses the resources, skills, qualifications and experience required to fulfill the requirements hereof. Upon such approval, said Person shall be known as a "Permitted Successor" or "Permitted Assignee" as the case may be. The Village expressly acknowledges and agrees that LaserCraft shall have the right, without the prior consent of the Village, to assign, pledge, hypothecate or otherwise transfer the Master Agreement or any Schedule thereto, to any Person in connection with any financing transaction between LaserCraft and such Person.

7.2 **Binding on Permitted Successors and Assigns.** The provisions of this Section 7 are binding upon and inure to the benefit of the Parties and their respective Permitted Successors and Permitted Assigns.

8. CERTAIN OBLIGATIONS OF THE PARTIES

8.1 **Insurance Coverage.** During the Term of the Master Agreement, the Parties each shall obtain and maintain not less than the following insurance:

8.1.1 Commercial General Liability Insurance, with a combined single limit of Two Million Dollars (\$2,000,000.00) for bodily injury and property damage per occurrence and in the aggregate.

8.1.2 Worker's Compensation Insurance in amounts required by applicable law and Employers Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) each occurrence.

8.1.3 Automobile Liability Insurance with a combined single limit of One Million Dollars (\$1,000,000.00) for bodily injury and property damage per occurrence, to include coverage for all owned, non-owned, and hired vehicles.

8.1.4 The limits set forth above are minimum limits and shall not be construed to limit the liability of either Party.

8.2 **Waiver of Subrogation and Right of Recovery.** The Parties shall each use commercially reasonable best efforts to obtain from the insurance companies providing the coverages required by the Master Agreement a waiver of all rights of subrogation or recovery in favor of the other Party and, as

applicable, its members, managers, shareholders, Affiliates, assignees, officers, directors, and employees or any other Party entitled to indemnity under the Master Agreement to the extent of such indemnity.

8.3 Notwithstanding the foregoing, LaserCraft hereby acknowledges that the Village is a member of the Intergovernmental Risk Management Agency (IRMA), a self-insurance pool. LaserCraft agrees that evidence of coverages required by this section shall be satisfied by a coverage letter issued by IRMA. If the Village changes its method of insurance, it shall notify LaserCraft no later than fifteen (15) days prior to such change.

8.4 Unless otherwise agreed, LaserCraft's insurance policies, as required above, shall be obtained and maintained with companies rated A- or better by Best's Key Rating Guide or a similar rating by another generally recognized rating agency and the other Party, its Permitted Successors, Permitted Assigns, elected officials, officers, directors, employees, and any other Party entitled to indemnification hereunder, shall be named as additional insureds to the extent of such indemnification. Each Party shall provide the other Party with an insurance certificate or a coverage letter as the case may be, confirming compliance with the insurance requirements of this Section. The insurance certificate shall indicate that the other Party shall be notified not less than thirty (30) days prior to any cancellation or material change in coverage.

8.5 If either Party provides any of the foregoing coverages through a claims made policy basis, that Party shall cause such policy or policies to be maintained for at least one (1) year beyond the expiration of the Master Agreement.

8.6 Nothing in the Master Agreement shall be construed to prevent either Party from satisfying its insurance obligations pursuant to the Master Agreement under a blanket policy or policies of insurance that meet or exceed the requirements of this Section.

9. COVENANTS, REPRESENTATIONS AND WARRANTIES

9.1 Capability to Perform. Each Party represents and warrants that it possesses, and covenants that it shall for the Term continue to possess the resources, skills, qualifications, and experience required to perform all of its obligations under the Master Agreement, subject to the terms and conditions hereof.

9.2 Good Faith Performance.

9.2.1 Each Party covenants that all goods and services shall be provided in accordance with such specifications as may be provided in a Schedule.

9.2.2 Subject to the terms and provisions of the Master Agreement and any applicable tariffs, each Party covenants that it shall take, or cause to be taken, all lawful actions to do, or cause to be done, all things necessary, proper, or advisable to comply with the provisions of the Master Agreement.

9.2.3 In the performance of its obligations under the Master Agreement, each Party covenants that it shall act fairly and in good faith. Where notice, approval or similar action by a Party is permitted or required by any provision of the Master Agreement or any Schedule, such action shall not be unreasonably delayed or withheld.

9.3 Authority and Good Standing. Subject to any Requirements of Law and any approvals required thereby, each Party represents and warrants that it has, and covenants that it shall maintain full power and authority to enter into and perform the Master Agreement without the consent of any other Person.

9.4 No Conflicts and No Defaults. Each Party represents and warrants that the Master Agreement and the performances contemplated hereby are not in conflict with any other agreement(s) or judicial or administrative orders to which such Party is a Party to, or by which it may be bound. Each Party represents and warrants that it is not in default or otherwise in non-compliance in any material respect with any contract for goods, services or technology, the termination of which might reasonably be expected to have a material adverse effect on such Party's ability to perform any of its obligations

hereunder. Each Party shall comply with the terms and conditions of all such contracts, agreements and arrangements so as not to cause such material adverse effect.

9.5 Valid, Binding and Enforceable. Each Party represents and warrants that the Master Agreement, assuming the due execution by the other Party, constitutes a valid and binding agreement as to it, enforceable against it, and inuring to the benefit of it and its Permitted Successors and Permitted Assigns in accordance with its terms subject to all applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity). Except as specifically set forth herein, nothing contained herein shall be construed as creating any right, claim, or cause of action in favor of any Third Party against either Party.

9.6 Continuing Effect. Each Party agrees that the representations and warranties with respect to such Party set forth in this Section 9 are and shall be true and correct as of the Effective Date and at all times during the Term.

10. DEFAULT/REMEDIES

10.1 Events of Default Defined. Each of the following shall be deemed an "Event of Default":

10.1.1 The failure by a Party to pay any undisputed sum required to be paid under the terms of the Master Agreement when and as due thereunder which remains unpaid more than thirty (30) days following Notice.

10.1.1.1 A Party shall have seven (7) calendar days from the date of receipt of an invoice thereof, to notify the other Party that there is a dispute as to whether any sums are due; said notice shall specify the basis of the dispute with particularity. The Parties shall work in good faith and with due diligence to resolve the dispute. In the event that the Parties cannot resolve said dispute, the disputing Party shall exercise the audit rights set forth in Section 16.4 herein.

10.1.2 The material failure by a Party to perform or observe any other term, covenant, agreement or condition of the Master Agreement or any Schedule thereto on the part of a Party to be performed, for a period of sixty (60) days following notice, or if such term, covenant, agreement or condition cannot reasonably be performed within such sixty (60) day period, such Party shall not have commenced to perform such term, covenant, agreement or condition within such sixty (60) day period and thereafter proceeded to cure with due diligence as soon as commercially reasonable; or

10.1.3 A Party shall make or deliver any representation or warranty which proves to have been false or misleading in any material respect as of the time at which the facts therein set forth were stated or certified; or

10.1.4 A Party shall cease doing business as a on-going concern, make an assignment for the benefit of creditors, generally not pay its debts as they become due or admit in writing its inability to pay its debts when they become due, be adjudicated as insolvent, file a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law, rule or regulation, or file an answer admitting the material allegations of a petition filed against it in any such proceeding, or consent to the filing of such a petition or acquiesce in the appointment of a trustee, receiver, custodian or other similar official for it of all or any substantial part of its assets or properties, or take any action looking to its dissolution or liquidation; file a voluntary or involuntary petition proposing the adjudication of such Party as a debtor under the Bankruptcy Code, or the reorganization of such Party under the Bankruptcy Code, unless such a petition is filed by a Party other than such Party hereto and is withdrawn or dismissed within ninety (90) days after the date of filing.

10.2 Remedies for Default. Upon the occurrence of an Event of Default, a Party shall have the right, at its election, immediately upon such Event of Default or at any time thereafter and while any such Event of Default shall continue, to exercise one or more of the following remedies:

10.2.1 A Party may, at its option, terminate any or all of: (i) the Master Agreement; (ii) the Schedule(s) under which the default occurred; or (iii) any other Schedule by giving notice thereof, but in no event shall said termination occur less than thirty (30) days after the other Party's receipt of said notice; or

10.2.2 Subject to the provisions and limitations of the Master Agreement or any Schedule thereto, a Party may exercise any other remedy available to it at law, in equity, by statute or otherwise.

11. WAIVER OF JURY TRIAL

THE VILLAGE AND LASERCRAFT HEREBY JOINTLY AND SEVERALLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY THE VILLAGE OR LASERCRAFT ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE MASTER AGREEMENT, THE RELATIONSHIP OF THE VILLAGE AND LASERCRAFT, THE VILLAGE OR LASERCRAFT'S USE OF GOODS AND SERVICES PROVIDED HEREIN AND/OR ANY CLAIM OF INJURY OR DAMAGE. THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES OTHER THAN THE VILLAGE OR LASERCRAFT. The Village and LaserCraft make this waiver knowingly, with benefit of counsel, willingly and voluntarily. Each Party represents that no representations of fact or opinion have been made by any individual to induce this mutual waiver of trial by jury or to in any way modify or nullify its effect.

12. FORCE MAJEURE EVENTS AND EFFECT

12.1 Force Majeure Events. Except with respect to any monies due hereunder, in no event shall either Party be liable to the other for any delay or other failure to perform under the Master Agreement or any Schedule thereto, that is due to: (i) the other Party's delay in supplying or failure to supply approvals, information, materials, or services called for or reasonably required under the terms of the Master Agreement; provided that the Party claiming excuse has previously requested such approvals, information, materials, or services with reasonable advance notice; or (ii) acts of God, acts of a public enemy, acts or omissions of a nation or any state, territory, province, or other political division thereof, acts of terrorism, fires, floods, epidemics, riots, theft, quarantine restrictions, freight embargoes, labor difficulties, including without limitations, strikes, slowdowns, picketing or boycotts, unavoidable casualties, delays in transportation of materials, or inability to obtain timely delivery of materials from suppliers, or other causes beyond the control of the Party claiming excusable delay or failure to perform (collectively, "Force Majeure Events").

12.2 Performance Times. In the event of a Force Majeure Event, the Parties shall be excused from their performance obligations under the Master Agreement for a period at least equal to the delay resulting from the Force Majeure Event and such additional period as may be reasonably necessary to allow the Parties to resume their performance obligations under the Master Agreement.

12.3 Force Majeure Notice. Each Party shall give prompt notice to the other Party of (i) any event such Party claims is a Force Majeure Event under this Section 12, and (ii) the cessation of the Force Majeure Event.

13. CONFIDENTIALITY

13.1 Confidential Information.

13.1.1 Definition. For purposes of the Master Agreement, "Confidential Information" shall mean and refer to all information about a Disclosing Party furnished by a Disclosing Party or by its representatives to a Receiving Party which is not available to the general public, including, without being limited to, information regarding a Disclosing Party's products, technology, programs, systems,

procedures, inventions, trade secrets, know-how, ideas, concepts, techniques and equipment, materials of construction, processes, project specifications, project data, data and test results (including engineering data), routes, route maps, fiber locations, system security, designs, plans, methods, drawings, models, diagrams, flow charts, specifications and requirements, raw material, product applications, product descriptions, service offerings, contemplated products, development plans, experimental work, research and development, customers, suppliers, software and networks, business and marketing strategies, marketing techniques and materials, financial information, costs, prices, pricing policies, staffing, accounting and management methods, and any other information supplied by a Disclosing Party to a Receiving Party, whether disclosed orally, visually, digitally, by submission of samples, by electronic media, in written form, or otherwise.

13.1.2 Exclusion. Notwithstanding the foregoing, Confidential Information does not include information which: (i) is or becomes generally available to the public other than as a result of disclosure by a Receiving Party or its representatives; (ii) as established by written records of a Receiving Party, was available to a Receiving Party on a non-confidential basis prior to its disclosure to a Receiving Party hereunder; (iii) as established by written records of a Receiving Party, becomes available to a Receiving Party on a non-confidential basis from a Person other than a Disclosing Party who is not bound by a confidentiality agreement with a Disclosing Party; and (iv) is required to be disclosed pursuant to law, including, without limitation, the Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or judicial or administrative order.

13.1.3 Ownership Rights of Confidential Information. The Receiving Party acknowledges and agrees that Confidential Information of the Disclosing Party, as described above, shall belong exclusively to the Disclosing Party. The Receiving Party further agrees that all documents that incorporate and/or reflect any Confidential Information, including, but not limited to, notes, data, computer files, reference materials, sketches, drawings, memoranda, documentation and/or records, shall belong exclusively to the Disclosing Party. The Receiving Party agrees to turn over all such materials and any copies of such materials (excepting only this Master Agreement) in its control to the Disclosing Party upon request or immediately upon termination or expiration of the Master Agreement.

13.1.4 Covenant Not to Disclose. The Receiving Party agrees during the Term of the Master Agreement and for a period of three (3) years after termination or expiration of the Master Agreement, to hold in confidence and not to directly or indirectly reveal, report, publish, disclose, or transfer, or cause to be revealed, reported, published, disclosed or transferred any Confidential Information to any Person or entity, or utilize, or cause to be utilized, any Confidential Information for any purpose, except as the Disclosing Party may expressly direct.

13.2 Non Solicitation. Each Party agrees that during the Term of the Master Agreement, and for a period of one (1) year after the termination or expiration of the Master Agreement, it shall not, directly or indirectly, solicit, encourage, or induce, or cause to be solicited, encouraged or induced, any employee, franchisee, joint venturer, supplier, vendor, contractor, or prospect in these or similar capacities, engaged by the other Party or being actively pursued by the other Party, to terminate or adversely modify any business relationship with the other Party or not to proceed with, or enter into, any business relationship with the other Party, nor shall each Party otherwise directly or indirectly interfere with any business relationship between the other Party and any of its employees, franchisees, suppliers, vendors, or contractors.

13.3 Injunctive Relief. Each Party understands and agrees that the terms contained in this Section 13 are reasonable and necessary for the protection of valid business interests, and that failure to comply with any term will cause immediate and irreparable injury to the other Party, for which injury there is no adequate remedy at law. Each Party expressly agrees that in the event of the actual or threatened breach of this Section 13 by the other Party, a Party, its Permitted Successors and Permitted Assigns shall be entitled to seek immediate injunctive and other equitable relief by a court of competent jurisdiction to prevent and restrain such breach, and a Party shall be entitled to recover its costs, including without limitation reasonable attorney's fees, incurred by it in the action, in addition to any other relief (including without limitation money damages) awarded by the court. Each Party agrees to pay as liquidated damages, an amount equal to one hundred (100%) percent of the affected employee's salary to the non-breaching Party for violation of this provision.

14. NON-DISCRIMINATION

LaserCraft: (i) shall not discriminate against any employee or applicant for employment because of race, age, color, religion, national origin, sex or disability; (ii) shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, color, religion, national origin, sex or disability; (iii) shall, in all solicitations or advertisements for employees placed by or on behalf of it, state that all qualified applicants shall receive consideration for employment without regard to race, age, color, religion, national origin, sex or disability; and (iv) shall include these provisions in every subcontract let by it or for it in connection with the Master Agreement.

15. MISCELLANEOUS PROVISIONS

15.1 Independent Contractor. The relationship between the Village and LaserCraft shall not be that of employer-employee, partners, agents, or joint venturers for one another, and nothing contained in the Master Agreement or any Schedule shall be deemed to constitute a partnership or agency agreement between them for any purpose, including, but not limited to income tax purposes. The Village and LaserCraft, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

15.2 Prohibition on Improper Payments. Neither Party shall use any funds received under the Master Agreement for illegal or otherwise "improper" purposes. Neither Party shall pay any commission, fees or rebates to any employee of the other Party, or favor any employee of such other Party with gifts or entertainment of significant cost or value. If either Party has reasonable cause to believe that one of the provisions in this Section 15.2 has been violated, it, or its representative, may audit the relevant records of the other Party to determine compliance with such provisions.

15.3 Notices.

15.3.1 Unless otherwise provided in the Master Agreement or a Schedule, all notices and communications concerning the Master Agreement shall be in writing and addressed to the other Party as follows:

If to the Village:

VILLAGE OF WILLOWSBROOK
Attention: VILLAGE PRESIDENT
7760 QUINCY STREET
WILLOWSBROOK, IL 60527

with a copy to:

VILLAGE OF WILLOWSBROOK
ATT: VILLAGE ADMINISTRATOR
7760 QUINCY STREET
WILLOWSBROOK, IL 60527

VILLAGE OF WILLOWSBROOK
ATT: CHIEF OF POLICE
7760 QUINCY STREET
WILLOWSBROOK, IL 60527

If to LaserCraft:

LaserCraft, Inc.
1450 Oakbrook Drive, Suite 900
Norcross, Georgia 30093
Attn: Tom Quinn, Executive Vice President

with a copy to:

Jeffrey P. Reilly, Esquire
Miles & Stockbridge P.C.
One West Pennsylvania Avenue
Suite 900
Towson, Maryland 21204

or at such other address as may be designated in writing to the other Party.

15.3.2 Unless otherwise provided herein, notices shall be hand delivered, sent by registered or certified United States mail, postage prepaid, or by commercial overnight delivery service, or transmitted

by facsimile, and shall be deemed served or delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile, on the day after being sent when sent by overnight delivery service, or three (3) days after deposit in the mail when sent by United States mail.

15.4 Audit Rights. Each of the Parties shall have the right to audit the books and records of the other Party solely for the purpose of verifying the payments due under the Master Agreement. Any such audit shall be conducted upon not less than forty-eight (48) hours prior notice, at mutually convenient times and during normal business hours. Except as otherwise provided herein, the cost of any such audit shall be borne by the Party performing the audit. If any audit establishes any underpayment of any amount payable hereunder, such underpayment shall be paid promptly upon demand, and in the event that such underpayment exceeds twenty-five percent (25%) of the amount actually owing, the cost of the audit shall be borne by the audited Party. If any audit establishes any overpayment of any amount payable hereunder, such overpayment shall be refunded promptly upon demand.

15.5 Severability. If any term or condition of the Master Agreement should be held invalid by a court or administrative tribunal of competent jurisdiction in any respect, such invalidity shall not affect the validity of any other term or condition hereof. If any term or condition of the Master Agreement should be held to be unreasonable as to time, scope or otherwise by such court or administrative tribunal, it shall be construed by limiting or reducing it to the minimum extent so as to be enforceable under then applicable law.

15.6 Entire Agreement. The Master Agreement, including the Schedules referenced above, and these General Terms and Conditions constitutes the final, full and exclusive expression of the agreement of the Parties and supersedes all prior agreements, understandings, writings, proposals, representations and communications, oral or written, of the Parties with respect to the subject matter hereof and the transactions contemplated hereby. The Master Agreement may be modified or amended only by a writing signed by both Parties as set forth herein.

15.7 Rules of Interpretation.

15.7.1 If there is any conflict between the terms and provisions of any Schedule and the terms and provisions of the Master Agreement, the terms and provisions of such Schedule shall control.

15.7.2 The captions or headings in the Master Agreement and Schedules are strictly for convenience and shall not be considered in interpreting the Master Agreement or Schedules or as amplifying or limiting any of their content. Words in the Master Agreement or Schedules that import the singular connotation shall be interpreted as plural, and words that import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require.

15.7.3 Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

15.8 Waiver. The failure of either Party to enforce any of the provisions of the Master Agreement or any Schedule thereto, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

15.9 Joint Drafting. Each Party has participated in drafting the Master Agreement and the Schedules thereto and has been given the opportunity to have the same reviewed by counsel and the Master Agreement shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities in the interpretation of the Master Agreement, no presumption shall be imposed against either Party by reason of document preparation.

15.10 Successors and Assigns. The Master Agreement shall be binding upon and inure to the benefit of the Parties and their Permitted Successors and Permitted Assigns.

15.11 Attachments. The Schedules and Attachments hereto are incorporated herein by this reference and made a part hereof and shall be included in the term "Master Agreement."

15.12 Governing Law and Jurisdiction. The Parties acknowledge and agree that the Master Agreement shall be governed by and construed in accordance with the domestic laws of the State of Illinois without reference to its choice of law principles. Each Party irrevocably consents to the personal and subject matter jurisdiction of the Eighteenth Judicial Circuit Court, DuPage County, Wheaton, Illinois, in all matters arising from or relating to the Master Agreement and the relationship of the Parties, and waives any defense of lack of jurisdiction, improper venue or inconvenient forum.

15.13 No Third Party Beneficiaries. Except as provided herein, the Master Agreement is for the sole and exclusive benefit of the Parties hereto and nothing in the Master Agreement shall be construed to grant to any Person other than the Parties hereto, and their respective Permitted Successors and Permitted Assigns, any right, remedy or claim under or in respect of the Master Agreement or any provision hereof.

15.14 Further Assurances. The Parties hereto hereby agree to do such further acts and things, and to execute and deliver such additional conveyances, assignments, agreements and instruments, as either may at any time reasonably request in order to better assure and confirm unto each Party their respective rights, powers and remedies conferred hereunder.

15.15 Counterparts. Provided that all Parties hereto execute a copy of the Master Agreement, the Master Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The Parties acknowledge that delivery of executed copies of the Master Agreement shall be in accordance with Section 15.3. The Master Agreement shall not be binding and enforceable until each Party has executed and delivered a copy hereof to the other Party.

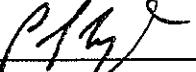
15.16 Headings. The headings contained herein are included solely for ease of reference and in no way shall limit, expand or otherwise affect either the substance or construction of the terms and conditions of the Master Agreement or the intent of the Parties hereto.

15.17 Remedies Cumulative. Except as specifically and expressly stated herein, the remedies under the Master Agreement shall be cumulative and not exclusive, and election of one remedy shall not preclude pursuit of other remedies.

signatures continue on following page

IN WITNESS WHEREOF, the Parties hereto have executed these General Terms and Conditions to Master Agreement under seal, or have caused the same to be executed on their respective behalves by their duly authorized representatives, intending the same to be effective as of the Effective Date.

LASERCRAFT, INC.

By:  (seal)

Name: P. J. Lynch

Title: President & CEO

Date: 29 Mar 2008

THE VILLAGE OF WILLOWBROOK

By: Robert A. Napoli (seal)

Name: ROBERT A. NAPOLI

Title: PRESIDENT PRO TEM

Date: 3/24/08

SCHEDULE 1 to MASTER AGREEMENT

RED LIGHT CAMERA ENFORCEMENT SYSTEM AGREEMENT

Executed pursuant to that certain Master Agreement as of the 24th day of MARCH, 2008 (the "Agreement") which is incorporated herein by reference, between the Village of Willowbrook (the "Village") and LaserCraft, Inc. ("LaserCraft"). This Red Light Camera Enforcement System Agreement ("Red Light System Agreement"), incorporating by reference the terms and conditions of the Agreement, constitutes a separate agreement and shall become effective as of the 24th day of MARCH, 2008 (the "Red Light System Agreement Effective Date").

1 **DEFINITIONS.** Capitalized terms in this Red Light System Agreement and the Attachments hereto shall have the meanings set forth below and are in addition to definitions contained in the General Terms and Conditions attached as Exhibit A to the Master Agreement.

- 1.1 **Citation** shall mean the notice of a Violation, which is mailed or otherwise delivered by LaserCraft, or a designee of LaserCraft, to a violator on the appropriate Enforcement Documentation.
- 1.2 **Village** shall mean the Village of Willowbrook, and each of its departments, divisions, agencies, boards and instrumentalities.
- 1.3 **Enforcement Documentation** shall mean the necessary and appropriate documentation relating to the LaserCraft System, including but not limited to: photographs and videos recorded by the LaserCraft Equipment, warning letters, Citation notices, instructions accompanying each issued Citation, chain of custody records, and technical support documentation for applicable court and judicial officers.
- 1.4 **Intellectual Property** shall have the meaning assigned in Section 10.4.
- 1.5 **LaserCraft Equipment** shall mean the equipment used by LaserCraft in connection with the LaserCraft System, including, but not limited to: (i) camera and other detection equipment enclosed in a lockable, weather and vandal resistant housing; (ii) equipment reasonably necessary to allow such camera and other detection equipment to communicate with LaserCraft's server(s); (iii) server(s) necessary to permit operation of the LaserCraft System and; (iv) a minimum of two (2) personal computer workstations for use by the Village to review Violations and authorize Citations.
- 1.6 **LaserCraft System** shall mean the LaserCraft Redlight Camera Enforcement System supplied by LaserCraft pursuant to the terms of this Red Light System Agreement by which the monitoring, identification and enforcement of Violations is facilitated by the use of the LaserCraft Equipment.
- 1.7 **Location** shall mean the locations described in Attachment 1.7, which may be amended from time-to-time by written agreement of the Parties.
- 1.8 **OnlineViolation Software** shall have the meaning assigned in Section 10.1.1.
- 1.9 **Uncontrollable Rejections** shall include, but are not limited to: (i) missing plates; (ii) obstructed plates or obstructed views of targeted vehicles; (iii) unenforceable plates (e.g., police, diplomat, emergency vehicles); (iv) funeral processions or "wave throughs"); or (v) no motor vehicle record located.
- 1.10 **Violation** shall mean a violation of the Village's traffic ordinances as determined solely and exclusively by the Village.

2 TERM.

2.1 Term. Subject to the provisions of the Master Agreement, the term of this Red Light System Agreement shall commence on the Red Light System Agreement Effective Date and shall continue for a period of one (1) year thereafter.

2.2 Renewal. So long as: (i) this Red Light System Agreement is then in full force and effect; and (ii) there is no default by the Village or LaserCraft which is then continuing, then the Term of this Red Light System Agreement shall automatically extend for four (4) additional periods of twelve (12) months unless either Party gives written notice to the other Party of its intent to terminate, such notice shall be provided not less than one hundred twenty (120) days prior to the expiration of the then existing term. If the option is duly exercised, the extension Term shall be upon the same terms and conditions set forth in this Red Light System Agreement, except that the number of renewal options shall be decreased by the number of options exercised and the fee shall be adjusted as provided in Attachment 5.

2.3 Termination for Convenience. Either Party shall have the right to terminate this Red Light System Agreement for convenience upon thirty (30) days prior written notice.

3 RED LIGHT SERVICES.

3.1 Scope of Services. Subject to the provisions of the Master Agreement and this Red Light System Agreement and effective upon the Red Light System Agreement Effective Date, LaserCraft shall provide to the Village the Red Light Services described in this Section 3.

3.2 General Description of Red Light Services. The Red Light Services shall include the following:

3.2.1 Assistance with intersection selection, including establishment of baseline counts of red light violations at an initial set of intersections. This data should enable the Village to gauge the impact of an automated traffic safety camera enforcement program;

3.2.2 Site design, installation, maintenance and operation of automated camera systems at all selected intersections;

3.2.3 Processing of data prior to providing access to chargeable Violations via a secure interface to the Willowbrook Police Department, and facilitate review and authorization of Citations by electronic signature for those events that satisfy the criteria specified by the Village;

3.2.4 Initial mailings to violators and all follow-up mailings, including but not limited to: determination of liability, final determination of liability, late payment, insufficient payment, partial payment, notice to appear at administrative hearing and findings, decision & order;

3.2.5 Accept payments online, by phone and through a lockbox, and provide a check scanner integrated to the Village's local PC for accepting in-person payments via check and/or cash;

3.2.6 Show collected evidence (pictures, video) online to violators;

3.2.7 Provide administrative adjudication software and hardware to support in person hearings and contests by mail;

3.2.8 Provide call center support for Citation status questions, payments and in person hearing scheduling;

3.2.9 Provide expert testimony at contested court hearings until judicial notice is taken;

3.2.10 Assist with development of a public information and community outreach campaign;

3.2.11 Provide an annual camera certification process;

3.2.12 Provide regular statistical reports of program operations;

3.2.13 Train Village staff involved in implementation of the program;

3.2.14 Provide for the production and expenses of all signage at the Locations;

3.2.15 Pay for all electrical power required by the LaserCraft System; and

3.2.16 Supply codes for temporary and dealer tag rejects allowing the Village to query for review.

3.3 Limitation on Scope of Red Light Services.

3.3.1 It is expressly understood and agreed that the Village reserves to itself the sole and exclusive right and privilege to enforce the Village's traffic ordinances and the Red Light Services described in this Section 3, which do not, and are not, intended to include the manner and enforcement of the Village's traffic ordinances and in no event shall LaserCraft have the ability or authorization to issue a Citation.

3.3.2 The Village expressly acknowledges and agrees that LaserCraft shall have no responsibility or obligation to provide any goods or services except as provided in Section 3 of this Red Light System Agreement, and that the Village is solely responsible for obtaining any and all authorizations, approvals and consents of any kind or nature whatsoever with respect to the manner and enforcement of the Village's traffic ordinances.

3.3.3 All LaserCraft Equipment shall remain the property of LaserCraft during the term of this Red Light System Agreement.

4 VILLAGE RESPONSIBILITIES.

4.1 Enforcement of Ordinances. The Village shall be solely responsible for both the manner of enforcement, and the enforcement itself, of the Village's traffic ordinances and laws.

4.2 Permits and Approvals. The Village agrees to: (i) provide to LaserCraft a current signalization plan, including all right-of-way boundaries for each Location; (ii) provide to LaserCraft reasonable assistance in obtaining permits and approvals as necessary, including, but not limited to, construction and lane blocking permits; and (iii) facilitate communications with transportation officials, processing vendors, power and communication companies, and other third parties as may be reasonably required by LaserCraft in connection with installation, operation and maintenance of the LaserCraft System. LaserCraft agrees to cooperate with the Village in procuring such permits and approvals, including, but not limited to, by providing to the Village engineering drawings denoting the planned location of LaserCraft Equipment at each Location.

4.3 Intersection Schematics, Signal Operations and Locations. The Village and LaserCraft shall cooperate to identify candidate Locations. The Village shall assist LaserCraft in obtaining any necessary schematics and plans required to satisfy any Requirement of Law for each designated Location. The Village shall advise LaserCraft in writing at least thirty (30) days in advance if the traffic signal operations at a Location are to be modified; provided, however, that the Village shall not be in breach of this Red Light System Agreement to the extent that its failure to notify LaserCraft in compliance with the foregoing requirement is the result of the failure of State of Illinois officials to provide information to the Village.

4.4 Systems Interface. If the LaserCraft System includes data interfaces with the Village's information system, the Village shall provide reasonable assistance, access to personnel and systems, all information necessary to allow LaserCraft to provide such data interfaces, and shall advise LaserCraft in writing at least thirty (30) days in advance if any such Village information is to be modified. The Village shall be responsible for any additional costs incurred by LaserCraft associated with the interface to a new or modified Village information system.

4.5 Signage and Power. The Village shall: (i) be responsible for approval of all signage at the Locations and (ii) shall provide access to electrical power at the Locations required by the LaserCraft System, but only to the extent that the Village has such access rights.

4.6 Services to be Provided by Village Personnel. The Village shall be solely responsible for providing the following services:

4.6.1 Review evidence and determine whether a Citation should be issued;

4.6.2 Provide a coordinated public education and information program with continuing support from LaserCraft, as mutually agreed; and

4.6.3 Provide merchant identification and payment of monthly transaction fees associated with payment processing of Citations by debit or credit cards.

5 COMPENSATION.

In consideration for the Red Light Services described in Section 3 of this Red Light System Agreement, the Village shall pay LaserCraft the fees as provided in Attachment 5.

6 PARTIES' RIGHTS UPON DEFAULT, EXPIRATION, TERMINATION.

Upon expiration or termination of this Red Light System Agreement:

6.1 LaserCraft shall, within a reasonable time after such expiration or termination, remove and take possession of all LaserCraft Equipment provided hereunder that is publicly accessible, including, but not limited to: poles, cameras and detection equipment, provided that any property belonging to the Village or a Third Party shall not be rendered inoperable as a result of LaserCraft's removal of the LaserCraft Equipment.

6.2 The Village shall promptly return to LaserCraft: (i) all LaserCraft Equipment; and (ii) at LaserCraft's option: (a) return all copies of the RMS and OnlineViolation Software and supporting materials to LaserCraft and provide an affidavit to LaserCraft certifying that all known copies have been returned and that any subsequently discovered copies shall be returned upon discovery; or (b) destroy all copies of the OnLineViolation Software and supporting materials and supply an affidavit to LaserCraft certifying to such destruction.

7 ADDITIONAL REPRESENTATIONS AND WARRANTIES.

7.1 LaserCraft represents and warrants that:

7.1.1 The LaserCraft System shall:

7.1.1.1 Not interfere with the operation or performance of existing traffic signal equipment and detectors;

7.1.1.2 Operate properly on a continuing basis, with all problems documented and remedied within forty-eight (48) hours, including weekends and holidays;

7.1.1.3 Detect and document: (i) multiple simultaneous Violations; (ii) Violations for all approach lanes (up to six (6) lanes), including left and right turn lanes; and (iii) Violations at all times of day and night and during varying weather conditions, except with respect to Uncontrollable Rejections;

7.1.1.4 Graphically record, by photographs and/or video, vehicles before entering an intersection as well as after entering an intersection in violation of the red phase;

7.1.1.5 Be situated to clearly record graphical images of a license plate, including plate number, and any specialty plate details and the position of a vehicle at the time of Violation within the intersection, except with respect to Uncontrollable Rejections;

7.1.1.6 Provide high quality digital images;

7.1.1.7 Document date, time and intersection;

7.1.1.8 Include back-up power so the system clock and other data collection elements displayed on the images are maintained for a minimum of forty-eight (48) hours in the event of a main power supply failure;

7.1.1.9 Incorporate Citation processing software used for issuing Enforcement Documentation;

7.1.1.10 Provide archiving of images in accordance with retention requirements of the Village and the State of Illinois; and

7.1.1.11 Interface with the Village's servers, which such data interfaces and related services shall be provided at no extra cost to the Village, provided, however, that such interfaces shall be: (i) limited to flat-data files (format to be defined by the Village); (ii) created by LaserCraft; and (iii) imported into the Village's system by the Village.

7.1.2 The Red Light Services performed under this Red Light System Agreement shall be done in a professional and workmanlike manner; and

7.1.3 LaserCraft shall use commercially reasonable efforts to engage sufficient qualified and trained LaserCraft personnel to provide the Red Light Services in accordance with the terms of this Red Light System Agreement.

7.2 The Village represents and warrants that:

7.2.1 Its use of the Red Light Services, the LaserCraft System and the OnlineViolation Software is, and for the Term of this Red Light System Agreement shall be, in compliance with any and all Requirements of Law; and

7.2.2 It shall not in any way use, disseminate or transfer in any way the OnlineViolation Software in violation of any Requirement of Law, including but not limited to the export control laws of the United States.

8 EXCLUSION OF WARRANTIES.

8.1 Except as otherwise expressly provided by the terms of this Red Light System Agreement, LaserCraft **DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.**

9 LIMITATION OF LIABILITY.

9.1 In no event shall LaserCraft have any liability to the Village or any Third Party to the extent that: (i) the Village fails to use the LaserCraft System or the Online Violation Software in accordance with the terms of this Red Light System Agreement; (ii) the LaserCraft System or any part thereof has been subjected to unusual physical, environmental or electrical stress, or is damaged due to accident (including but not limited to motor vehicle collision), misuse, neglect, vandalism or unauthorized or improper alteration, repair, installation, testing, or modification, or which has been moved from the original installation location; or (iii) the claimed defect or error has been caused, in whole or in part, by persons other than by LaserCraft or by products, equipment or software not provided by LaserCraft.

9.2 NOTWITHSTANDING ANY OTHER PROVISION OF THIS RED LIGHT SYSTEM AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES OR LOST PROFITS OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THIS RED LIGHT SYSTEM AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF.

9.3 LASERCRAFT'S AND ITS SUBCONTRACTORS' AND SUBSUPPLIERS' AGGREGATE RESPONSIBILITY AND LIABILITY, WHETHER ARISING OUT OF THIS RED LIGHT SYSTEM AGREEMENT OR TORT OR ANY OTHER LEGAL CONTEXT OR THEORY, INCLUDING NEGLIGENCE AND STRICT LIABILITY, UNDER THIS RED LIGHT SYSTEM AGREEMENT AND ANY SCHEDULE THERETO, INCLUDING, BUT NOT LIMITED TO, ALL CLAIMS FOR BREACH OF ANY WARRANTY OR GUARANTEE, FAILURE OF PERFORMANCE OR DELAY IN PERFORMANCE BY LASERCRAFT OR PERFORMANCE OR NON-PERFORMANCE OF ANY GOODS OR SERVICES PROVIDED BY LASERCRAFT IS LIMITED TO THE AMOUNTS ACTUALLY PAID BY THE VILLAGE TO LASERCRAFT UNDER THIS RED LIGHT SYSTEM AGREEMENT DURING THE PREVIOUS SIX (6) MONTH PERIOD.

10 SOFTWARE LICENSE, INTELLECTUAL PROPERTY INDEMNITY AND OWNERSHIP.

10.1 Online Violation Software.

10.1.1 Definition. For the purposes of this Red Light System Agreement, "OnlineViolation Software" shall mean the proprietary software owned by LaserCraft to allow the Village to monitor the operations of the LaserCraft System at all Locations including, but not limited to, approving, printing, receiving payments, tracking status of and reporting on, traffic violation files generated by the LaserCraft System. The OnlineViolation Software is solely for use on the Violation events information provided by LaserCraft under this Red Light System Agreement generated by the LaserCraft Equipment.

10.1.2 License. If utilized as part of the LaserCraft System, during the term of this Red Light System Agreement, and subject to the Village's compliance with the terms and conditions of this Red Light System Agreement, LaserCraft grants to the Village a nonexclusive license to install and use the OnlineViolation Software on any system, owned, leased or operated by the Village in support of the Village's conduct and operation of its business. LaserCraft retains all title, trademark, copyright, trade secret, patent and other proprietary rights in the OnlineViolation Software. All titles, trademarks, copyright, patent and restricted rights notices shall be reproduced and clearly visible at all times on or in conjunction with the Online Violation Software. The Village does not acquire any rights, express or implied, in the OnlineViolation Software, other than the use licenses granted in this Agreement.

10.1.3 Verification. The Village shall keep full, true and accurate records and accounts of its deployment and use of the OnlineViolation Software, including nature of use, number and location of copies made for archival, backup, testing, in production or otherwise. LaserCraft may audit the Village's use of the OnlineViolation Software and its compliance with this Agreement at any time at any Village facility upon reasonable notice. Promptly upon LaserCraft's request, the Village agrees to cooperate with LaserCraft's audit, including making LaserCraft's records available. LaserCraft's failure to conduct an audit shall not constitute a waiver of its right to do so in the future.

10.1.4 LaserCraft is under no obligation to modify or support the OnlineViolation Software. To the extent it does modify or enhance the OnlineViolation Software, within a reasonable period after general release, LaserCraft shall deliver to the Village copies of the source (and object in the Village's discretion) code of any updates, upgrades, revisions, modifications, enhancements, new versions, new releases, replacements, next generations, plug-ins, derivatives, adaptations, additions, improvements, maintenance and technical support releases, fixes and workarounds developed by or on behalf of LaserCraft, if any, to the OnlineViolation Software. LaserCraft agrees to provide technical advice and implementation services with respect to any of the foregoing modifications upon terms mutually agreed upon by LaserCraft and the Village.

10.1.5 Restrictions on Use. The Village shall not, without LaserCraft's expressed prior written consent, alter, modify or adapt the executable code portions (not including configurable functions) of the OnlineViolation Software or allow a Third Party to do so, including, but not limited to, translating, reverse engineering, decompiling or reverse compiling or disassembling. The OnlineViolation Software shall be used only for the purposes stated above; any use of the OnlineViolation Software for other purposes, including but not limited to commercial distribution, time-sharing, rental, or service bureau use, is expressly prohibited. LaserCraft agrees, however, to work with the Village to establish a method to exchange information with local court and administrative adjudication systems at no additional cost to the Village.

10.2 Intellectual Property Indemnity.

10.2.1 LaserCraft shall indemnify and hold harmless the Village against any and all costs, damages and expenses (including reasonable legal expenses) awarded against the Village by a court of competent jurisdiction or agreed to in a written settlement signed by LaserCraft arising out of any suit or claim brought by a Third Party against the Village alleging that the LaserCraft System infringes any United States patent issued as of the date of this Red Light System Agreement or any United States copyright or trade secret, provided that LaserCraft is given prompt written notice of any such claim and sole control of the defense of such claim and any settlement, and the Village provides reasonable information and assistance to LaserCraft in defending any such claim.

10.2.2 If a court of competent jurisdiction determines that the LaserCraft System infringes, or if, in the reasonable exercise of LaserCraft's business judgment, LaserCraft determines that it is likely to be held that the LaserCraft System infringes, any United States patent issued as of the date of this Red Light System Agreement or any United States copyright or trade secret, LaserCraft shall, at its expense and at its sole option: (i) secure the right of the Village to continue use of the LaserCraft System in accordance with the terms of this Red Light System Agreement; (ii) replace or modify the LaserCraft System to make it non-infringing; or, if in the reasonable exercise of LaserCraft's business judgment, neither option (i) or (ii) is economically or otherwise feasible; (iii) remove all or the infringing part of the LaserCraft System, adjust the monthly fee payable hereunder to reflect such removal, and refund any amounts paid by the Village to the extent that such amounts related to periods in which the infringing part of the LaserCraft System was not available.

10.3 Limitations. LaserCraft's obligations under this Section 10 shall not apply to any claim resulting from an alleged infringement in the LaserCraft System in a condition other than as delivered to the Village including but not limited to any alleged infringement arising from the Village's unauthorized modification of the LaserCraft System or the combination of the LaserCraft System with other hardware or software, use other than in accordance with LaserCraft's specifications, or infringement resulting from use by the Village of hardware or Third Party software not specifically approved in writing by LaserCraft.

10.4 Ownership of Intellectual Property. Title and ownership rights to all Intellectual Property (as defined below) of LaserCraft shall remain in LaserCraft, and LaserCraft reserves all rights not expressly granted. Except for rights specifically granted herein, the Village shall have no right, title or interest in or to the Intellectual Property. For purposes of this Agreement, "Intellectual Property" shall mean all proprietary knowledge and information of LaserCraft, including but not limited to the System, the

OnlineViolation Software, Confidential Information, patents, copyrights, trade secrets, trademarks, inventions, listings and documentation related thereto, or any revisions, alterations or derivative works thereof in any form.

11 MISCELLANEOUS PROVISIONS

11.1 Priority of Documents. In the event of a conflict among the documents comprising this Red Light System Agreement, the order of priority for purposes of resolving conflicts is: (1) the terms contained in this Red Light System Agreement; (2) the General Terms and Conditions; (3) LaserCraft's proposal; and (4) the Village's Request For Proposal. To the extent not inconsistent with this Red Light Services Agreement or the General Terms and Conditions, the Village's Request for Proposal and LaserCraft's proposal are incorporated herein by reference.

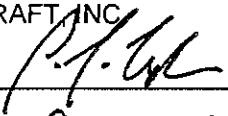
11.2 Entire Agreement. The Agreement, Schedules and this Red Light System Agreement constitute the entire agreement of the Parties with regard to the specific subject matter hereof and supersede all prior and contemporaneous written and oral understandings between the Parties.

11.3 Attachments. The Attachments hereto are incorporated herein by this reference and made a part hereof and shall be included in the term "Red Light System Agreement."

11.4 Counterparts. Provided that all Parties hereto execute a copy of this Red Light System Agreement, this Red Light System Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of executed copies of this Red Light System Agreement shall be effectuated in accordance with Section 16.3 of "Exhibit A, Terms and Conditions to the Master Agreement," as the same may be amended by the Parties. This Red Light System Agreement shall not be binding and enforceable until each Party has executed and delivered a copy hereof to the other Party.

IN WITNESS WHEREOF, LaserCraft and the Village have caused this Red Light System Agreement to be signed and delivered by its duly authorized representative as of the date first set forth herein.

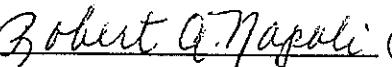
LASERCRAFT, INC

By:  (seal)

Name: P.J. Lynch

Title: President & CEO

THE VILLAGE OF WILLOWBROOK

By:  (seal)

Name: ROBERT A. NAPOLI

Title: PRESIDENT PRO TEM

ATTACHMENT 1.7

LOCATIONS

1. Approaches shall only be installed at intersections having a minimum threshold traffic count sufficient to justify each such installation(s). Subject to the foregoing, the Parties agree to target nine (9) approaches under this Red Light System Agreement.
2. Additional approaches can be added as mutually agreed between the Parties.

ATTACHMENT 5**PRICING**

The price for the system and related services for a full turnkey solution as described in LaserCraft's Proposal dated November 30, 2007 is as follows:

FIXED PRICE WITH COST NEUTRALITY

Fixed monthly cost per approach per month	\$4,495
Expert Testimony	No charge during the first to occur of: (i) the first six (6) months of the Term of the Red Light System Agreement; or (ii) the first expert testimony provided by LaserCraft.

To ensure cost neutrality to the Village, LaserCraft shall issue a credit to the Village calculated monthly as follows: the difference between: (i) (the total aggregate number of Locations) times (\$4,495.00) and (ii) the actual revenue generated by Citations from all approaches.

LaserCraft warrants that prices contained in this Attachment 5 shall remain fixed for a period of four (4) years commencing on the Effective Date of the Red Light System Agreement. After year four (4), LaserCraft may adjust the price annually at a rate not to exceed the twelve (12) month change, seasonally unadjusted, in the CPI-U for the Midwest Region, commencing on January 1 of the prior calendar year.

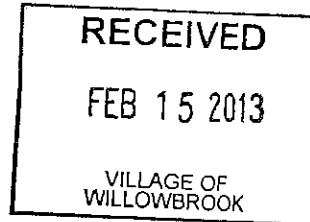
Invoicing shall begin for each Location after: (i) the LaserCraft Equipment is installed and accepted at a Location; and (ii) LaserCraft has operated the Red Light System at the Location for a thirty (30) day testing period, or such longer testing period as may be mutually agreed upon by the Parties. Notwithstanding the provisions of Section 3.2 of Exhibit A to the Master Agreement, the first payment shall be due ninety (90) days from the issuance of the first Citation.

Cost Neutrality. In no event shall the total amount invoiced exceed the total amount collected by the Village for the same invoice period.



February 14, 2013

Chief Mark Shelton
Chief of Police
Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527



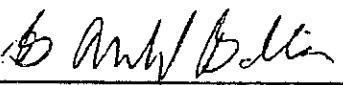
Re: Subject Line

Dear Chief Shelton:

Please be advised American Traffic Solutions, Inc. (herein "ATS") acknowledges receipt of your February 7, 2013 email to ATS Account Manager David Mast requesting a two (2) month extension of our current Master Agreement, including Schedule 1 Agreement and attachments (herein "Agreement"), dated March 24, 2008, and expiring on March 24, 2013, with the Village of Willowbrook, Illinois (herein "Village") ATS is in agreement with the Village that the new expiration date of the Master Agreement, Schedule 1 Agreement and attachments shall now be May 24, 2013.

ATS is pleased with the opportunity to continue working with the Village on this important public safety program to make the Village a safer place to live, work and drive.

Sincerely,
American Traffic Solutions, Inc.



Michael Bolton, Chief Operating Officer

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND CLERK
TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF
WILLOWBROOK AND LASERCRAFT, INC. -- IMPLEMENTATION OF A
RED-LIGHT CAMERA ENFORCEMENT SYSTEM

BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village President and Clerk be and the same are hereby authorized to execute an Agreement between the Village of Willowbrook and LaserCraft, Inc., for Implementation of a Red-light Camera Enforcement System, attached hereto as Exhibit "A" and made a part hereof.

BE IT FURTHER RESOLVED that the Village Clerk of the Village of Willowbrook is hereby directed to forward a certified copy of this Resolution to: LaserCraft, Inc. 1450 Oakbrook Drive, Suite 900, Norcross, GA 30093.

ADOPTED and APPROVED this 24th day of March, 2008.

APPROVED:

Robert A. Napoli
Village President *Bob Napoli*

ATTEST:

Lloyd Hansen
Village Clerk

ROLL CALL VOTE: AYES: Bakan, Mistale, Brown, Napoli, Schoenback, McMahon

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0

MASTER AGREEMENT

This Master Agreement ("Master Agreement") is made on this 24th day of MARCH, 2008 (the "Effective Date"), by and between THE VILLAGE OF WILLOWBROOK, a municipality in the State of Illinois, having its principal office at 7760 Quincy St, Willowbrook IL (the "Village") and LASERCRAFT, INC., a Georgia corporation with offices at 1450 Oakbrook Drive, Suite 900, Norcross, Georgia 30093 ("LaserCraft") (each a "Party" and both "Parties"), effective as of the Effective Date.

RECITALS

WHEREAS, the Village is a non-home rule municipal corporation duly organized and existing pursuant to the laws of the State of Illinois; and

WHEREAS, LaserCraft furnishes, installs, implements and maintains automated traffic enforcement services, including automatic red light enforcement systems; and

WHEREAS, LaserCraft issued a proposal to the Village for a red light camera enforcement system; and

WHEREAS, the Village, having determined that LaserCraft submitted the proposal that is most responsive and best conforms to the specifications and needs of the Village, desires to engage LaserCraft to provide certain automated traffic enforcement services, all upon and subject to the terms and conditions set forth herein; and

WHEREAS, LaserCraft is willing to perform and provide such automated traffic enforcement services, all upon and subject to the terms and conditions set forth herein.

NOW, THEREFORE, the recitals contained above being incorporated herein by reference, in consideration of the matters recited, the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1 Scope of Master Agreement. During the Term hereof, each Party covenants, agrees and promises to perform the respective obligations set forth in this Master Agreement, all upon and subject to the terms and conditions set forth in each Exhibit and Schedule. The Parties further agree that LaserCraft may, from time to time, provide certain additional services to the Village, all of which shall be described in certain Schedules attached hereto and made a part hereof (individually, a "Schedule" and collectively, the "Schedules"). All of the Schedules shall be subject to any and all of the covenants, conditions, terms, warranties, representations and other provisions set forth herein and the exhibits hereto, as the same may from time to time be amended.

2 Defined Terms. Capitalized terms in this Master Agreement and the Attachments hereto shall have the meanings set forth in the General Terms and Conditions or in the Schedules attached to this Master Agreement.

3 List of Attachments and Schedules. The following Exhibits and Schedules are incorporated by reference into this Master Agreement:

Exhibit A – General Terms and Conditions; and

Schedule 1 – Red Light Camera Enforcement System Agreement.

signatures continue on following page

Po

IN WITNESS WHEREOF, the Parties hereto have executed this Master Agreement under seal, or have caused the same to be executed on their respective behalves by their duly authorized representatives, the date and year first above written.

LASERCRAFT, INC.

By: P.J. Lytle (seal)

Name: PJ Lytle

Title: President & CEO

THE VILLAGE OF WILLOWBROOK

By: Robert A. Napoli (seal)

Name: ROBERT A. NAPOLI

Title: PRESIDENT PRO TEM

EXHIBIT A

GENERAL TERMS AND CONDITIONS TO MASTER AGREEMENT

These are the General Terms and Conditions to the Master Agreement and are attached to and form a part of that Master Agreement between the Village of Willowbrook (the "Village") and LaserCraft, Inc. ("LaserCraft").

1. DEFINITIONS

- 1.1 **Business Day** shall mean any day excluding Saturday, Sunday and any State of Illinois or national holiday.
- 1.2 **Claims** shall have the meaning set forth in Section 4.1.
- 1.3 **Confidential Information** shall have the meaning set forth in Section 13.1.1.
- 1.4 **Disclosing Party** shall mean a Party disclosing Confidential Information to a Receiving Party.
- 1.5 **Due Date** shall have the meaning set forth in Section 3.2.
- 1.6 **Effective Date** shall have the meaning set forth in the Master Agreement.
- 1.7 **Force Majeure Event** shall have the meaning set forth in Section 12.1.
- 1.8 **Indemnified Party** shall have the meaning set forth in Section 4.1.
- 1.9 **Indemnifying Party** shall have the meaning set forth in Section 4.1.
- 1.10 **Interest** shall have the meaning set forth in Section 3.2.
- 1.11 **LaserCraft** shall mean LaserCraft, Inc., a Georgia corporation.
- 1.12 **Master Agreement** shall mean the Master Agreement and all Schedules, together with all attachments and exhibits thereto, unless the context clearly requires otherwise.
- 1.13 **Party** shall mean either the Village or LaserCraft and their respective Permitted Successors and Permitted Assigns.
- 1.14 **Person** shall mean any individual, corporation, partnership, joint venture, firm, trust, unincorporated organization, government or any agency or political subdivision thereof or other entity.
- 1.15 **Receiving Party** shall mean a Party receiving Confidential Information from a Disclosing Party.
- 1.16 **Requirement of Law** shall mean any law, ordinance, statute, treaty, rule, judgment, opinion, regulation or other determination or finding of any arbitrator, judge or governmental authority applicable to or binding upon any Person or to which any Person is subject, whether federal, state, county, local or otherwise.
- 1.17 **Schedule** shall have the meaning set forth in Section 1 of the Master Agreement.
- 1.18 **Term** shall have the meaning set forth in Section 2.1.
- 1.19 **Third Party** means a Person who is not a Party or an affiliate of a Party.

1.20 **Village** shall mean the Village of Willowbrook, and each of its departments, divisions, agencies, boards and instrumentalities.

2. TERM AND TERMINATION

2.1 **Term.** The Master Agreement shall become effective as of the Effective Date and shall continue in effect for as long as any Schedule remains in effect, unless earlier terminated in accordance with the provisions of the Master Agreement ("Term"). The term of each Schedule is stated in the Schedule.

2.2 **Termination.** A Party may terminate the Master Agreement for cause as provided in Section 10 hereof.

2.3 Effect of Termination.

2.3.1 No termination or expiration of the Master Agreement or any Schedule shall affect the rights or obligations of either Party with respect to the following, which obligations shall survive any such termination or expiration:

2.3.1.1 Any then-existing defaults;

2.3.1.2 Any obligation to make any payment due under the terms of the Master Agreement or any Schedule for goods or services rendered prior to the date of termination or expiration;

2.3.1.3 All other obligations of the Parties incurred prior to the date of expiration or termination of the Master Agreement or any Schedule; or

2.3.1.3 Section 1 (Definitions); Section 2.3.1; Section 3.3 (Taxes, Fees and Other Governmental Impositions); Section 15.4 (Audit Rights); Section 4 (Indemnification); Section 5 (Limitation of Liability); Section 8.1 (Insurance Coverage); Section 13 (Confidentiality); or Section 15.7 (Rules of Interpretation).

2.3.2 Subject to the provisions of Section 2.3.1, termination of the Master Agreement by a Party in accordance with Section 2.2 shall be without further liability to the terminating Party.

2.3.3 Notice of termination of a Schedule shall not be considered notice of termination of the remaining parts of the Master Agreement unless specifically stated in the Notice, provided, however, that the termination of all outstanding Schedules shall automatically terminate the Master Agreement.

3. PAYMENT TERMS

3.1 **Obligation to Make Payment.** The Village covenants and agrees to pay to LaserCraft all amounts due pursuant to the Master Agreement without counterclaim, setoff or deduction.

3.2 **Invoices.** Unless otherwise agreed to by the Parties in a Schedule, LaserCraft shall invoice the Village monthly in arrears for all amounts payable under the terms of the Master Agreement. Except as may otherwise be provided in a Schedule, all payments due to LaserCraft under the Master Agreement shall be promptly paid by the Village in United States dollars within thirty (30) calendar days from the date of each invoice (each such date being a "Due Date") by wire transfer or check and shall be sent to the address specified on the invoice. LaserCraft may impose a late payment charge of the lesser of one and one-half percent (1½%) per month or the maximum rate allowed by law ("Interest") on the undisputed amounts due under any invoice not paid by the Due Date.

3.3 Taxes, Fees and Other Governmental Impositions.

3.3.1 All amounts shall exclude all applicable sales, use and other taxes. The Village shall be responsible for payment of all such taxes (other than taxes based on LaserCraft's income), fees, duties and charges, and any such tax which LaserCraft is obligated to collect shall be added to the invoice as a separate charge to be paid by the Village.

3.3.2 Each Party shall timely report and pay to the applicable taxing or governmental entity any and all income, gross receipts, excise, transfer, ad valorem, real property, personal property, or other taxes, and any and all franchise fees or similar fees assessed against it due to its ownership or use of any property, goods or services provided to it under the terms of the Master Agreement.

3.3.3 The Parties shall cooperate in any contest of any taxes or fees so as to avoid, to the extent reasonably possible, prejudicing the interests of the other Party, but specifically excluding any federal or state income tax assessed against LaserCraft.

4. INDEMNIFICATION

4.1 Only if and to the extent permitted by law (including the Constitution of the State of Illinois, each Party (as the "Indemnifying Party") shall indemnify, defend, protect, and hold harmless the other Party, its employees, members, managers, officers, agents, contractors, and Affiliates (collectively and individually, the "Indemnified Party"), from and against any damage, liability, loss, cost or expense (including, without limitation, reasonable attorney's fees and expenses), judgments and penalties of any kind arising from or relating to claims, actions or demands of a Third Party ("Claims") on account of any personal injury (including death) or physical injury to tangible property, or facilities of any Person or entity (including reasonable attorney's fees and costs at trial and appeal), to the extent arising out of or resulting from the negligent acts or omissions of the Indemnifying Party, its officers, employees, servants, affiliates, agents, contractors, or underlying facility owners or from any Person for whom it is at law responsible.

4.2 The obligations of an Indemnifying Party shall not extend to any Claim which is attributable to the sole negligence or willful misconduct of an Indemnified Party.

4.3 The obligations of this Section shall survive the expiration or earlier termination of this Master Agreement. The provisions of Section 8 shall not be construed as limiting the Indemnifying Party's obligations pursuant to this Section or other provisions of this Master Agreement.

4.4 The Indemnifying Party shall have the right to defend the Indemnified Party, by counsel selected by the Indemnifying Party subject to the approval of the Indemnified Party, with respect to any claims within the indemnification provisions hereof. The Parties shall give each other prompt notice of any asserted Claims or actions indemnified against, shall cooperate with each other in the defense of any such Claims or actions and shall not settle any such Claims or actions without the prior consent of the Indemnifying Party.

5. LIMITATION OF LIABILITY

5.1 NOTWITHSTANDING ANY OTHER PROVISION OF THE MASTER AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES OR LOST PROFITS OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THE MASTER AGREEMENT OR ANY SCHEDULE THERETO OR THE PERFORMANCE OR BREACH THEREOF.

5.2 LASERCRAFT'S AND ITS SUBCONTRACTORS' AND SUBSUPPLIERS' AGGREGATE RESPONSIBILITY AND LIABILITY, WHETHER ARISING OUT OF THE MASTER AGREEMENT OR ANY SCHEDULE THERETO OR TORT OR ANY OTHER LEGAL CONTEXT OR THEORY, INCLUDING NEGLIGENCE AND STRICT LIABILITY, UNDER THE MASTER AGREEMENT OR ANY SCHEDULE THERETO, INCLUDING, BUT NOT LIMITED TO, ALL CLAIMS FOR BREACH OF ANY WARRANTY OR

GUARANTEE, FAILURE OF PERFORMANCE OR DELAY IN PERFORMANCE BY LASERCRAFT OR PERFORMANCE OR NON-PERFORMANCE OF ANY GOODS OR SERVICES PROVIDED BY LASERCRAFT IS LIMITED TO THE AMOUNTS ACTUALLY PAID BY THE VILLAGE TO LASERCRAFT UNDER THIS MASTER AGREEMENT DURING THE PREVIOUS SIX (6) MONTH PERIOD.

5.3 Nothing contained herein shall operate as a limitation on the right of either the Village or LaserCraft to bring an action or claim for damages against any Third Party, including indirect, special, or consequential damages, based on any acts or omissions of such Third Party. The Village and LaserCraft shall assign such rights of claims, execute such documents and do whatever else may be reasonably necessary to enable the other (at such other Party's sole expense) to pursue any such action against such Third Party.

6. EXCLUSION OF WARRANTIES

Except as otherwise expressly provided by the terms of the Master Agreement or any Schedule thereto, LaserCraft **DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.**

7. ASSIGNMENT

7.1 **Permitted Assignments.** Either Party shall have the right at any time to assign or otherwise transfer the Master Agreement or any Schedule or any of its rights or obligations under the Master Agreement or any Schedule thereto, to any other Person with the prior consent of the other Party, which consent shall not be unreasonably withheld, conditioned, delayed or denied, provided, however, that the Person possesses the resources, skills, qualifications and experience required to fulfill the requirements hereof. Upon such approval, said Person shall be known as a "Permitted Successor" or "Permitted Assignee" as the case may be. The Village expressly acknowledges and agrees that LaserCraft shall have the right, without the prior consent of the Village, to assign, pledge, hypothecate or otherwise transfer the Master Agreement or any Schedule thereto, to any Person in connection with any financing transaction between LaserCraft and such Person.

7.2 **Binding on Permitted Successors and Assigns.** The provisions of this Section 7 are binding upon and inure to the benefit of the Parties and their respective Permitted Successors and Permitted Assigns.

8. CERTAIN OBLIGATIONS OF THE PARTIES

8.1 **Insurance Coverage.** During the Term of the Master Agreement, the Parties each shall obtain and maintain not less than the following insurance:

8.1.1 Commercial General Liability Insurance, with a combined single limit of Two Million Dollars (\$2,000,000.00) for bodily injury and property damage per occurrence and in the aggregate.

8.1.2 Worker's Compensation Insurance in amounts required by applicable law and Employers Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) each occurrence.

8.1.3 Automobile Liability Insurance with a combined single limit of One Million Dollars (\$1,000,000.00) for bodily injury and property damage per occurrence, to include coverage for all owned, non-owned, and hired vehicles.

8.1.4 The limits set forth above are minimum limits and shall not be construed to limit the liability of either Party.

8.2 **Waiver of Subrogation and Right of Recovery.** The Parties shall each use commercially reasonable best efforts to obtain from the insurance companies providing the coverages required by the Master Agreement a waiver of all rights of subrogation or recovery in favor of the other Party and, as

applicable, its members, managers, shareholders, Affiliates, assignees, officers, directors, and employees or any other Party entitled to indemnity under the Master Agreement to the extent of such indemnity.

8.3 Notwithstanding the foregoing, LaserCraft hereby acknowledges that the Village is a member of the Intergovernmental Risk Management Agency (IRMA), a self-insurance pool. LaserCraft agrees that evidence of coverages required by this section shall be satisfied by a coverage letter issued by IRMA. If the Village changes its method of insurance, it shall notify LaserCraft no later than fifteen (15) days prior to such change.

8.4 Unless otherwise agreed, LaserCraft's insurance policies, as required above, shall be obtained and maintained with companies rated A- or better by Best's Key Rating Guide or a similar rating by another generally recognized rating agency and the other Party, its Permitted Successors, Permitted Assigns, elected officials, officers, directors, employees, and any other Party entitled to indemnification hereunder, shall be named as additional insureds to the extent of such indemnification. Each Party shall provide the other Party with an insurance certificate or a coverage letter as the case may be, confirming compliance with the insurance requirements of this Section. The insurance certificate shall indicate that the other Party shall be notified not less than thirty (30) days prior to any cancellation or material change in coverage.

8.5 If either Party provides any of the foregoing coverages through a claims made policy basis, that Party shall cause such policy or policies to be maintained for at least one (1) year beyond the expiration of the Master Agreement.

8.6 Nothing in the Master Agreement shall be construed to prevent either Party from satisfying its insurance obligations pursuant to the Master Agreement under a blanket policy or policies of insurance that meet or exceed the requirements of this Section.

9. COVENANTS, REPRESENTATIONS AND WARRANTIES

9.1 Capability to Perform. Each Party represents and warrants that it possesses, and covenants that it shall for the Term continue to possess the resources, skills, qualifications, and experience required to perform all of its obligations under the Master Agreement, subject to the terms and conditions hereof.

9.2 Good Faith Performance.

9.2.1 Each Party covenants that all goods and services shall be provided in accordance with such specifications as may be provided in a Schedule.

9.2.2 Subject to the terms and provisions of the Master Agreement and any applicable tariffs, each Party covenants that it shall take, or cause to be taken, all lawful actions to do, or cause to be done, all things necessary, proper, or advisable to comply with the provisions of the Master Agreement.

9.2.3 In the performance of its obligations under the Master Agreement, each Party covenants that it shall act fairly and in good faith. Where notice, approval or similar action by a Party is permitted or required by any provision of the Master Agreement or any Schedule, such action shall not be unreasonably delayed or withheld.

9.3 Authority and Good Standing. Subject to any Requirements of Law and any approvals required thereby, each Party represents and warrants that it has, and covenants that it shall maintain full power and authority to enter into and perform the Master Agreement without the consent of any other Person.

9.4 No Conflicts and No Defaults. Each Party represents and warrants that the Master Agreement and the performances contemplated hereby are not in conflict with any other agreement(s) or judicial or administrative orders to which such Party is a Party to, or by which it may be bound. Each Party represents and warrants that it is not in default or otherwise in non-compliance in any material respect with any contract for goods, services or technology, the termination of which might reasonably be expected to have a material adverse effect on such Party's ability to perform any of its obligations

hereunder. Each Party shall comply with the terms and conditions of all such contracts, agreements and arrangements so as not to cause such material adverse effect.

9.5 Valid, Binding and Enforceable. Each Party represents and warrants that the Master Agreement, assuming the due execution by the other Party, constitutes a valid and binding agreement as to it, enforceable against it, and inuring to the benefit of it and its Permitted Successors and Permitted Assigns in accordance with its terms subject to all applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity). Except as specifically set forth herein, nothing contained herein shall be construed as creating any right, claim, or cause of action in favor of any Third Party against either Party.

9.6 Continuing Effect. Each Party agrees that the representations and warranties with respect to such Party set forth in this Section 9 are and shall be true and correct as of the Effective Date and at all times during the Term.

10. DEFAULT/REMEDIES

10.1 Events of Default Defined. Each of the following shall be deemed an "Event of Default":

10.1.1 The failure by a Party to pay any undisputed sum required to be paid under the terms of the Master Agreement when and as due thereunder which remains unpaid more than thirty (30) days following Notice.

10.1.1.1 A Party shall have seven (7) calendar days from the date of receipt of an invoice thereof, to notify the other Party that there is a dispute as to whether any sums are due; said notice shall specify the basis of the dispute with particularity. The Parties shall work in good faith and with due diligence to resolve the dispute. In the event that the Parties cannot resolve said dispute, the disputing Party shall exercise the audit rights set forth in Section 16.4 herein.

10.1.2 The material failure by a Party to perform or observe any other term, covenant, agreement or condition of the Master Agreement or any Schedule thereto on the part of a Party to be performed, for a period of sixty (60) days following notice, or if such term, covenant, agreement or condition cannot reasonably be performed within such sixty (60) day period, such Party shall not have commenced to perform such term, covenant, agreement or condition within such sixty (60) day period and thereafter proceeded to cure with due diligence as soon as commercially reasonable; or

10.1.3 A Party shall make or deliver any representation or warranty which proves to have been false or misleading in any material respect as of the time at which the facts therein set forth were stated or certified; or

10.1.4 A Party shall cease doing business as a on-going concern, make an assignment for the benefit of creditors, generally not pay its debts as they become due or admit in writing its inability to pay its debts when they become due, be adjudicated as insolvent, file a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law, rule or regulation, or file an answer admitting the material allegations of a petition filed against it in any such proceeding, or consent to the filing of such a petition or acquiesce in the appointment of a trustee, receiver, custodian or other similar official for it or all or any substantial part of its assets or properties, or take any action looking to its dissolution or liquidation; file a voluntary or involuntary petition proposing the adjudication of such Party as a debtor under the Bankruptcy Code, or the reorganization of such Party under the Bankruptcy Code, unless such a petition is filed by a Party other than such Party hereto and is withdrawn or dismissed within ninety (90) days after the date of filing.

10.2 Remedies for Default. Upon the occurrence of an Event of Default, a Party shall have the right, at its election, immediately upon such Event of Default or at any time thereafter and while any such Event of Default shall continue, to exercise one or more of the following remedies:

10.2.1 A Party may, at its option, terminate any or all of: (i) the Master Agreement; (ii) the Schedule(s) under which the default occurred; or (iii) any other Schedule by giving notice thereof, but in no event shall said termination occur less than thirty (30) days after the other Party's receipt of said notice; or

10.2.2 Subject to the provisions and limitations of the Master Agreement or any Schedule thereto, a Party may exercise any other remedy available to it at law, in equity, by statute or otherwise.

11. WAIVER OF JURY TRIAL

THE VILLAGE AND LASERCRAFT HEREBY JOINTLY AND SEVERALLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY THE VILLAGE OR LASERCRAFT ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE MASTER AGREEMENT, THE RELATIONSHIP OF THE VILLAGE AND LASERCRAFT, THE VILLAGE OR LASERCRAFT'S USE OF GOODS AND SERVICES PROVIDED HEREIN AND/OR ANY CLAIM OF INJURY OR DAMAGE. THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES OTHER THAN THE VILLAGE OR LASERCRAFT. The Village and LaserCraft make this waiver knowingly, with benefit of counsel, willingly and voluntarily. Each Party represents that no representations of fact or opinion have been made by any individual to induce this mutual waiver of trial by jury or to in any way modify or nullify its effect.

12. FORCE MAJEURE EVENTS AND EFFECT

12.1 Force Majeure Events. Except with respect to any monies due hereunder, in no event shall either Party be liable to the other for any delay or other failure to perform under the Master Agreement or any Schedule thereto, that is due to: (i) the other Party's delay in supplying or failure to supply approvals, information, materials, or services called for or reasonably required under the terms of the Master Agreement; provided that the Party claiming excuse has previously requested such approvals, information, materials, or services with reasonable advance notice; or (ii) acts of God, acts of a public enemy, acts or omissions of a nation or any state, territory, province, or other political division thereof, acts of terrorism, fires, floods, epidemics, riots, theft, quarantine restrictions, freight embargoes, labor difficulties, including without limitations, strikes, slowdowns, picketing or boycotts, unavoidable casualties, delays in transportation of materials, or inability to obtain timely delivery of materials from suppliers, or other causes beyond the control of the Party claiming excusable delay or failure to perform (collectively, "Force Majeure Events").

12.2 Performance Times. In the event of a Force Majeure Event, the Parties shall be excused from their performance obligations under the Master Agreement for a period at least equal to the delay resulting from the Force Majeure Event and such additional period as may be reasonably necessary to allow the Parties to resume their performance obligations under the Master Agreement.

12.3 Force Majeure Notice. Each Party shall give prompt notice to the other Party of (i) any event such Party claims is a Force Majeure Event under this Section 12, and (ii) the cessation of the Force Majeure Event.

13. CONFIDENTIALITY

13.1 Confidential Information.

13.1.1 Definition. For purposes of the Master Agreement, "Confidential Information" shall mean and refer to all information about a Disclosing Party furnished by a Disclosing Party or by its representatives to a Receiving Party which is not available to the general public, including, without being limited to, information regarding a Disclosing Party's products, technology, programs, systems,

procedures, inventions, trade secrets, know-how, ideas, concepts, techniques and equipment, materials of construction, processes, project specifications, project data, data and test results (including engineering data), routes, route maps, fiber locations, system security, designs, plans, methods, drawings, models, diagrams, flow charts, specifications and requirements, raw material, product applications, product descriptions, service offerings, contemplated products, development plans, experimental work, research and development, customers, suppliers, software and networks, business and marketing strategies, marketing techniques and materials, financial information, costs, prices, pricing policies, staffing, accounting and management methods, and any other information supplied by a Disclosing Party to a Receiving Party, whether disclosed orally, visually, digitally, by submission of samples, by electronic media, in written form, or otherwise.

13.1.2 Exclusion. Notwithstanding the foregoing, Confidential Information does not include information which: (i) is or becomes generally available to the public other than as a result of disclosure by a Receiving Party or its representatives; (ii) as established by written records of a Receiving Party, was available to a Receiving Party on a non-confidential basis prior to its disclosure to a Receiving Party hereunder; (iii) as established by written records of a Receiving Party, becomes available to a Receiving Party on a non-confidential basis from a Person other than a Disclosing Party who is not bound by a confidentiality agreement with a Disclosing Party; and (iv) is required to be disclosed pursuant to law, including, without limitation, the Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or judicial or administrative order.

13.1.3 Ownership Rights of Confidential Information. The Receiving Party acknowledges and agrees that Confidential Information of the Disclosing Party, as described above, shall belong exclusively to the Disclosing Party. The Receiving Party further agrees that all documents that incorporate and/or reflect any Confidential Information, including, but not limited to, notes, data, computer files, reference materials, sketches, drawings, memoranda, documentation and/or records, shall belong exclusively to the Disclosing Party. The Receiving Party agrees to turn over all such materials and any copies of such materials (excepting only this Master Agreement) in its control to the Disclosing Party upon request or immediately upon termination or expiration of the Master Agreement.

13.1.4 Covenant Not to Disclose. The Receiving Party agrees during the Term of the Master Agreement and for a period of three (3) years after termination or expiration of the Master Agreement, to hold in confidence and not to directly or indirectly reveal, report, publish, disclose, or transfer, or cause to be revealed, reported, published, disclosed or transferred any Confidential Information to any Person or entity, or utilize, or cause to be utilized, any Confidential Information for any purpose, except as the Disclosing Party may expressly direct.

13.2 Non Solicitation. Each Party agrees that during the Term of the Master Agreement, and for a period of one (1) year after the termination or expiration of the Master Agreement, it shall not, directly or indirectly, solicit, encourage, or induce, or cause to be solicited, encouraged or induced, any employee, franchisee, joint venturer, supplier, vendor, contractor, or prospect in these or similar capacities, engaged by the other Party or being actively pursued by the other Party, to terminate or adversely modify any business relationship with the other Party or not to proceed with, or enter into, any business relationship with the other Party, nor shall each Party otherwise directly or indirectly interfere with any business relationship between the other Party and any of its employees, franchisees, suppliers, vendors, or contractors.

13.3 Injunctive Relief. Each Party understands and agrees that the terms contained in this Section 13 are reasonable and necessary for the protection of valid business interests, and that failure to comply with any term will cause immediate and irreparable injury to the other Party, for which injury there is no adequate remedy at law. Each Party expressly agrees that in the event of the actual or threatened breach of this Section 13 by the other Party, a Party, its Permitted Successors and Permitted Assigns shall be entitled to seek immediate injunctive and other equitable relief by a court of competent jurisdiction to prevent and restrain such breach, and a Party shall be entitled to recover its costs, including without limitation reasonable attorney's fees, incurred by it in the action, in addition to any other relief (including without limitation money damages) awarded by the court. Each Party agrees to pay as liquidated damages, an amount equal to one hundred (100%) percent of the affected employee's salary to the non-breaching Party for violation of this provision.

14. NON-DISCRIMINATION

LaserCraft: (i) shall not discriminate against any employee or applicant for employment because of race, age, color, religion, national origin, sex or disability; (ii) shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, color, religion, national origin, sex or disability; (iii) shall, in all solicitations or advertisements for employees placed by or on behalf of it, state that all qualified applicants shall receive consideration for employment without regard to race, age, color, religion, national origin, sex or disability; and (iv) shall include these provisions in every subcontract let by it or for it in connection with the Master Agreement.

15. MISCELLANEOUS PROVISIONS

15.1 Independent Contractor. The relationship between the Village and LaserCraft shall not be that of employer-employee, partners, agents, or joint venturers for one another, and nothing contained in the Master Agreement or any Schedule shall be deemed to constitute a partnership or agency agreement between them for any purpose, including, but not limited to income tax purposes. The Village and LaserCraft, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

15.2 Prohibition on Improper Payments. Neither Party shall use any funds received under the Master Agreement for illegal or otherwise "improper" purposes. Neither Party shall pay any commission, fees or rebates to any employee of the other Party, or favor any employee of such other Party with gifts or entertainment of significant cost or value. If either Party has reasonable cause to believe that one of the provisions in this Section 15.2 has been violated, it, or its representative, may audit the relevant records of the other Party to determine compliance with such provisions.

15.3 Notices.

15.3.1 Unless otherwise provided in the Master Agreement or a Schedule, all notices and communications concerning the Master Agreement shall be in writing and addressed to the other Party as follows:

If to the Village:

VILLAGE OF WILLOWSBROOK
Attention: VILLAGE PRESIDENT
7760 QUINCY STREET
WILLOWSBROOK, IL 60527

with a copy to:

VILLAGE OF WILLOWSBROOK
ATT: VILLAGE ADMINISTRATOR
7760 QUINCY STREET
WILLOWSBROOK, IL 60527

VILLAGE OF WILLOWSBROOK
ATT: CHIEF OF POLICE
7760 QUINCY STREET
WILLOWSBROOK, IL 60527

If to LaserCraft:

LaserCraft, Inc.
1450 Oakbrook Drive, Suite 900
Norcross, Georgia 30093
Attn: Tom Quinn, Executive Vice President

with a copy to:

Jeffrey P. Reilly, Esquire
Miles & Stockbridge P.C.
One West Pennsylvania Avenue
Suite 900
Towson, Maryland 21204

or at such other address as may be designated in writing to the other Party.

15.3.2 Unless otherwise provided herein, notices shall be hand delivered, sent by registered or certified United States mail, postage prepaid, or by commercial overnight delivery service, or transmitted

by facsimile, and shall be deemed served or delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile, on the day after being sent when sent by overnight delivery service, or three (3) days after deposit in the mail when sent by United States mail.

15.4 Audit Rights. Each of the Parties shall have the right to audit the books and records of the other Party solely for the purpose of verifying the payments due under the Master Agreement. Any such audit shall be conducted upon not less than forty-eight (48) hours prior notice, at mutually convenient times and during normal business hours. Except as otherwise provided herein, the cost of any such audit shall be borne by the Party performing the audit. If any audit establishes any underpayment of any amount payable hereunder, such underpayment shall be paid promptly upon demand, and in the event that such underpayment exceeds twenty-five percent (25%) of the amount actually owing, the cost of the audit shall be borne by the audited Party. If any audit establishes any overpayment of any amount payable hereunder, such overpayment shall be refunded promptly upon demand.

15.5 Severability. If any term or condition of the Master Agreement should be held invalid by a court or administrative tribunal of competent jurisdiction in any respect, such invalidity shall not affect the validity of any other term or condition hereof. If any term or condition of the Master Agreement should be held to be unreasonable as to time, scope or otherwise by such court or administrative tribunal, it shall be construed by limiting or reducing it to the minimum extent so as to be enforceable under then applicable law.

15.6 Entire Agreement. The Master Agreement, including the Schedules referenced above, and these General Terms and Conditions constitutes the final, full and exclusive expression of the agreement of the Parties and supersedes all prior agreements, understandings, writings, proposals, representations and communications, oral or written, of the Parties with respect to the subject matter hereof and the transactions contemplated hereby. The Master Agreement may be modified or amended only by a writing signed by both Parties as set forth herein.

15.7 Rules of Interpretation.

15.7.1 If there is any conflict between the terms and provisions of any Schedule and the terms and provisions of the Master Agreement, the terms and provisions of such Schedule shall control.

15.7.2 The captions or headings in the Master Agreement and Schedules are strictly for convenience and shall not be considered in interpreting the Master Agreement or Schedules or as amplifying or limiting any of their content. Words in the Master Agreement or Schedules that import the singular connotation shall be interpreted as plural, and words that import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require.

15.7.3 Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

15.8 Waiver. The failure of either Party to enforce any of the provisions of the Master Agreement or any Schedule thereto, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

15.9 Joint Drafting. Each Party has participated in drafting the Master Agreement and the Schedules thereto and has been given the opportunity to have the same reviewed by counsel and the Master Agreement shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities in the interpretation of the Master Agreement, no presumption shall be imposed against either Party by reason of document preparation.

15.10 Successors and Assigns. The Master Agreement shall be binding upon and inure to the benefit of the Parties and their Permitted Successors and Permitted Assigns.

15.11 Attachments. The Schedules and Attachments hereto are incorporated herein by this reference and made a part hereof and shall be included in the term "Master Agreement."

15.12 Governing Law and Jurisdiction. The Parties acknowledge and agree that the Master Agreement shall be governed by and construed in accordance with the domestic laws of the State of Illinois without reference to its choice of law principles. Each Party irrevocably consents to the personal and subject matter jurisdiction of the Eighteenth Judicial Circuit Court, DuPage County, Wheaton, Illinois, in all matters arising from or relating to the Master Agreement and the relationship of the Parties, and waives any defense of lack of jurisdiction, improper venue or inconvenient forum.

15.13 No Third Party Beneficiaries. Except as provided herein, the Master Agreement is for the sole and exclusive benefit of the Parties hereto and nothing in the Master Agreement shall be construed to grant to any Person other than the Parties hereto, and their respective Permitted Successors and Permitted Assigns, any right, remedy or claim under or in respect of the Master Agreement or any provision hereof.

15.14 Further Assurances. The Parties hereto hereby agree to do such further acts and things, and to execute and deliver such additional conveyances, assignments, agreements and instruments, as either may at any time reasonably request in order to better assure and confirm unto each Party their respective rights, powers and remedies conferred hereunder.

15.15 Counterparts. Provided that all Parties hereto execute a copy of the Master Agreement, the Master Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The Parties acknowledge that delivery of executed copies of the Master Agreement shall be in accordance with Section 15.3. The Master Agreement shall not be binding and enforceable until each Party has executed and delivered a copy hereof to the other Party.

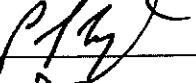
15.16 Headings. The headings contained herein are included solely for ease of reference and in no way shall limit, expand or otherwise affect either the substance or construction of the terms and conditions of the Master Agreement or the intent of the Parties hereto.

15.17 Remedies Cumulative. Except as specifically and expressly stated herein, the remedies under the Master Agreement shall be cumulative and not exclusive, and election of one remedy shall not preclude pursuit of other remedies.

signatures continue on following page

IN WITNESS WHEREOF, the Parties hereto have executed these General Terms and Conditions to Master Agreement under seal, or have caused the same to be executed on their respective behalves by their duly authorized representatives, intending the same to be effective as of the Effective Date.

LASERCRAFT, INC.

By:  (seal)
Name: P. J. Lynch
Title: President & CEO
Date: 29 Mar 2008

THE VILLAGE OF WILLOWBROOK

By: Robert A. Napoli (seal)
Name: ROBERT A. NAPOLI
Title: PRESIDENT Pro TEM
Date: 3/24/08

SCHEDULE 1 to MASTER AGREEMENT

RED LIGHT CAMERA ENFORCEMENT SYSTEM AGREEMENT

Executed pursuant to that certain Master Agreement as of the 24th day of MARCH, 2008 (the "Agreement") which is incorporated herein by reference, between the Village of Willowbrook (the "Village") and LaserCraft, Inc. ("LaserCraft"). This Red Light Camera Enforcement System Agreement ("Red Light System Agreement"), incorporating by reference the terms and conditions of the Agreement, constitutes a separate agreement and shall become effective as of the 24th day of MARCH, 2008 (the "Red Light System Agreement Effective Date").

1 **DEFINITIONS.** Capitalized terms in this Red Light System Agreement and the Attachments hereto shall have the meanings set forth below and are in addition to definitions contained in the General Terms and Conditions attached as Exhibit A to the Master Agreement.

- 1.1 **Citation** shall mean the notice of a Violation, which is mailed or otherwise delivered by LaserCraft, or a designee of LaserCraft, to a violator on the appropriate Enforcement Documentation.
- 1.2 **Village** shall mean the Village of Willowbrook, and each of its departments, divisions, agencies, boards and instrumentalities.
- 1.3 **Enforcement Documentation** shall mean the necessary and appropriate documentation relating to the LaserCraft System, including but not limited to: photographs and videos recorded by the LaserCraft Equipment, warning letters, Citation notices, instructions accompanying each issued Citation, chain of custody records, and technical support documentation for applicable court and judicial officers.
- 1.4 **Intellectual Property** shall have the meaning assigned in Section 10.4.
- 1.5 **LaserCraft Equipment** shall mean the equipment used by LaserCraft in connection with the LaserCraft System, including, but not limited to: (i) camera and other detection equipment enclosed in a lockable, weather and vandal resistant housing; (ii) equipment reasonably necessary to allow such camera and other detection equipment to communicate with LaserCraft's server(s); (iii) server(s) necessary to permit operation of the LaserCraft System and; (iv) a minimum of two (2) personal computer workstations for use by the Village to review Violations and authorize Citations.
- 1.6 **LaserCraft System** shall mean the LaserCraft Redlight Camera Enforcement System supplied by LaserCraft pursuant to the terms of this Red Light System Agreement by which the monitoring, identification and enforcement of Violations is facilitated by the use of the LaserCraft Equipment.
- 1.7 **Location** shall mean the locations described in Attachment 1.7, which may be amended from time-to-time by written agreement of the Parties.
- 1.8 **OnlineViolation Software** shall have the meaning assigned in Section 10.1.1.
- 1.9 **Uncontrollable Rejections** shall include, but are not limited to: (i) missing plates; (ii) obstructed plates or obstructed views of targeted vehicles; (iii) unenforceable plates (e.g., police, diplomat, emergency vehicles); (iv) funeral processions or "wave throughs"); or (v) no motor vehicle record located.
- 1.10 **Violation** shall mean a violation of the Village's traffic ordinances as determined solely and exclusively by the Village.

2 TERM.

2.1 Term. Subject to the provisions of the Master Agreement, the term of this Red Light System Agreement shall commence on the Red Light System Agreement Effective Date and shall continue for a period of one (1) year thereafter.

2.2 Renewal. So long as: (i) this Red Light System Agreement is then in full force and effect; and (ii) there is no default by the Village or LaserCraft which is then continuing, then the Term of this Red Light System Agreement shall automatically extend for four (4) additional periods of twelve (12) months unless either Party gives written notice to the other Party of its intent to terminate, such notice shall be provided not less than one hundred twenty (120) days prior to the expiration of the then existing term. If the option is duly exercised, the extension Term shall be upon the same terms and conditions set forth in this Red Light System Agreement, except that the number of renewal options shall be decreased by the number of options exercised and the fee shall be adjusted as provided in Attachment 5.

2.3 Termination for Convenience. Either Party shall have the right to terminate this Red Light System Agreement for convenience upon thirty (30) days prior written notice.

3 RED LIGHT SERVICES.

3.1 Scope of Services. Subject to the provisions of the Master Agreement and this Red Light System Agreement and effective upon the Red Light System Agreement Effective Date, LaserCraft shall provide to the Village the Red Light Services described in this Section 3.

3.2 General Description of Red Light Services. The Red Light Services shall include the following:

3.2.1 Assistance with intersection selection, including establishment of baseline counts of red light violations at an initial set of intersections. This data should enable the Village to gauge the impact of an automated traffic safety camera enforcement program;

3.2.2 Site design, installation, maintenance and operation of automated camera systems at all selected intersections;

3.2.3 Processing of data prior to providing access to chargeable Violations via a secure interface to the Willowbrook Police Department, and facilitate review and authorization of Citations by electronic signature for those events that satisfy the criteria specified by the Village;

3.2.4 Initial mailings to violators and all follow-up mailings, including but not limited to: determination of liability, final determination of liability, late payment, insufficient payment, partial payment, notice to appear at administrative hearing and findings, decision & order;

3.2.5 Accept payments online, by phone and through a lockbox, and provide a check scanner integrated to the Village's local PC for accepting in-person payments via check and/or cash;

3.2.6 Show collected evidence (pictures, video) online to violators;

3.2.7 Provide administrative adjudication software and hardware to support in person hearings and contests by mail;

3.2.8 Provide call center support for Citation status questions, payments and in person hearing scheduling;

3.2.9 Provide expert testimony at contested court hearings until judicial notice is taken;

3.2.10 Assist with development of a public information and community outreach campaign;

3.2.11 Provide an annual camera certification process;

3.2.12 Provide regular statistical reports of program operations;

3.2.13 Train Village staff involved in implementation of the program;

3.2.14 Provide for the production and expenses of all signage at the Locations;

3.2.15 Pay for all electrical power required by the LaserCraft System; and

3.2.16 Supply codes for temporary and dealer tag rejects allowing the Village to query for review.

3.3 Limitation on Scope of Red Light Services.

3.3.1 It is expressly understood and agreed that the Village reserves to itself the sole and exclusive right and privilege to enforce the Village's traffic ordinances and the Red Light Services described in this Section 3, which do not, and are not, intended to include the manner and enforcement of the Village's traffic ordinances and in no event shall LaserCraft have the ability or authorization to issue a Citation.

3.3.2 The Village expressly acknowledges and agrees that LaserCraft shall have no responsibility or obligation to provide any goods or services except as provided in Section 3 of this Red Light System Agreement, and that the Village is solely responsible for obtaining any and all authorizations, approvals and consents of any kind or nature whatsoever with respect to the manner and enforcement of the Village's traffic ordinances.

3.3.3 All LaserCraft Equipment shall remain the property of LaserCraft during the term of this Red Light System Agreement.

4 VILLAGE RESPONSIBILITIES.

4.1 Enforcement of Ordinances. The Village shall be solely responsible for both the manner of enforcement, and the enforcement itself, of the Village's traffic ordinances and laws.

4.2 Permits and Approvals. The Village agrees to: (i) provide to LaserCraft a current signalization plan, including all right-of-way boundaries for each Location; (ii) provide to LaserCraft reasonable assistance in obtaining permits and approvals as necessary, including, but not limited to, construction and lane blocking permits; and (iii) facilitate communications with transportation officials, processing vendors, power and communication companies, and other third parties as may be reasonably required by LaserCraft in connection with installation, operation and maintenance of the LaserCraft System. LaserCraft agrees to cooperate with the Village in procuring such permits and approvals, including, but not limited to, by providing to the Village engineering drawings denoting the planned location of LaserCraft Equipment at each Location.

4.3 Intersection Schematics, Signal Operations and Locations. The Village and LaserCraft shall cooperate to identify candidate Locations. The Village shall assist LaserCraft in obtaining any necessary schematics and plans required to satisfy any Requirement of Law for each designated Location. The Village shall advise LaserCraft in writing at least thirty (30) days in advance if the traffic signal operations at a Location are to be modified; provided, however, that the Village shall not be in breach of this Red Light System Agreement to the extent that its failure to notify LaserCraft in compliance with the foregoing requirement is the result of the failure of State of Illinois officials to provide information to the Village.

4.4 Systems Interface. If the LaserCraft System includes data interfaces with the Village's information system, the Village shall provide reasonable assistance, access to personnel and systems, all information necessary to allow LaserCraft to provide such data interfaces, and shall advise LaserCraft in writing at least thirty (30) days in advance if any such Village information is to be modified. The Village shall be responsible for any additional costs incurred by LaserCraft associated with the interface to a new or modified Village information system.

4.5 Signage and Power. The Village shall: (i) be responsible for approval of all signage at the Locations and (ii) shall provide access to electrical power at the Locations required by the LaserCraft System, but only to the extent that the Village has such access rights.

4.6 Services to be Provided by Village Personnel. The Village shall be solely responsible for providing the following services:

4.6.1 Review evidence and determine whether a Citation should be issued;

4.6.2 Provide a coordinated public education and information program with continuing support from LaserCraft, as mutually agreed; and

4.6.3 Provide merchant identification and payment of monthly transaction fees associated with payment processing of Citations by debit or credit cards.

5 COMPENSATION.

In consideration for the Red Light Services described in Section 3 of this Red Light System Agreement, the Village shall pay LaserCraft the fees as provided in Attachment 5.

6 PARTIES' RIGHTS UPON DEFAULT, EXPIRATION, TERMINATION.

Upon expiration or termination of this Red Light System Agreement:

6.1 LaserCraft shall, within a reasonable time after such expiration or termination, remove and take possession of all LaserCraft Equipment provided hereunder that is publicly accessible, including, but not limited to: poles, cameras and detection equipment, provided that any property belonging to the Village or a Third Party shall not be rendered inoperable as a result of LaserCraft's removal of the LaserCraft Equipment.

6.2 The Village shall promptly return to LaserCraft: (i) all LaserCraft Equipment; and (ii) at LaserCraft's option: (a) return all copies of the RMS and OnlineViolation Software and supporting materials to LaserCraft and provide an affidavit to LaserCraft certifying that all known copies have been returned and that any subsequently discovered copies shall be returned upon discovery; or (b) destroy all copies of the OnlineViolation Software and supporting materials and supply an affidavit to LaserCraft certifying to such destruction.

7 ADDITIONAL REPRESENTATIONS AND WARRANTIES.

7.1 LaserCraft represents and warrants that:

7.1.1 The LaserCraft System shall:

7.1.1.1 Not interfere with the operation or performance of existing traffic signal equipment and detectors;

7.1.1.2 Operate properly on a continuing basis, with all problems documented and remedied within forty-eight (48) hours, including weekends and holidays;

7.1.1.3 Detect and document: (i) multiple simultaneous Violations; (ii) Violations for all approach lanes (up to six (6) lanes), including left and right turn lanes; and (iii) Violations at all times of day and night and during varying weather conditions, except with respect to Uncontrollable Rejections;

7.1.1.4 Graphically record, by photographs and/or video, vehicles before entering an intersection as well as after entering an intersection in violation of the red phase;

7.1.1.5 Be situated to clearly record graphical images of a license plate, including plate number, and any specialty plate details and the position of a vehicle at the time of Violation within the intersection, except with respect to Uncontrollable Rejections;

7.1.1.6 Provide high quality digital images;

7.1.1.7 Document date, time and intersection;

7.1.1.8 Include back-up power so the system clock and other data collection elements displayed on the images are maintained for a minimum of forty-eight (48) hours in the event of a main power supply failure;

7.1.1.9 Incorporate Citation processing software used for issuing Enforcement Documentation;

7.1.1.10 Provide archiving of images in accordance with retention requirements of the Village and the State of Illinois; and

7.1.1.11 Interface with the Village's servers, which such data interfaces and related services shall be provided at no extra cost to the Village, provided, however, that such interfaces shall be: (i) limited to flat-data files (format to be defined by the Village); (ii) created by LaserCraft; and (iii) imported into the Village's system by the Village.

7.1.2 The Red Light Services performed under this Red Light System Agreement shall be done in a professional and workmanlike manner; and

7.1.3 LaserCraft shall use commercially reasonable efforts to engage sufficient qualified and trained LaserCraft personnel to provide the Red Light Services in accordance with the terms of this Red Light System Agreement.

7.2 The Village represents and warrants that:

7.2.1 Its use of the Red Light Services, the LaserCraft System and the OnlineViolation Software is, and for the Term of this Red Light System Agreement shall be, in compliance with any and all Requirements of Law; and

7.2.2 It shall not in any way use, disseminate or transfer in any way the OnlineViolation Software in violation of any Requirement of Law, including but not limited to the export control laws of the United States.

8 EXCLUSION OF WARRANTIES.

8.1 Except as otherwise expressly provided by the terms of this Red Light System Agreement, LaserCraft **DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.**

9 LIMITATION OF LIABILITY.

9.1 In no event shall LaserCraft have any liability to the Village or any Third Party to the extent that: (i) the Village fails to use the LaserCraft System or the Online Violation Software in accordance with the terms of this Red Light System Agreement; (ii) the LaserCraft System or any part thereof has been subjected to unusual physical, environmental or electrical stress, or is damaged due to accident (including but not limited to motor vehicle collision), misuse, neglect, vandalism or unauthorized or improper alteration, repair, installation, testing, or modification, or which has been moved from the original installation location; or (iii) the claimed defect or error has been caused, in whole or in part, by persons other than by LaserCraft or by products, equipment or software not provided by LaserCraft.

9.2 NOTWITHSTANDING ANY OTHER PROVISION OF THIS RED LIGHT SYSTEM AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES OR LOST PROFITS OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THIS RED LIGHT SYSTEM AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF.

9.3 LASERCRAFT'S AND ITS SUBCONTRACTORS' AND SUBSUPPLIERS' AGGREGATE RESPONSIBILITY AND LIABILITY, WHETHER ARISING OUT OF THIS RED LIGHT SYSTEM AGREEMENT OR TORT OR ANY OTHER LEGAL CONTEXT OR THEORY, INCLUDING NEGLIGENCE AND STRICT LIABILITY, UNDER THIS RED LIGHT SYSTEM AGREEMENT AND ANY SCHEDULE THERETO, INCLUDING, BUT NOT LIMITED TO, ALL CLAIMS FOR BREACH OF ANY WARRANTY OR GUARANTEE, FAILURE OF PERFORMANCE OR DELAY IN PERFORMANCE BY LASERCRAFT OR PERFORMANCE OR NON-PERFORMANCE OF ANY GOODS OR SERVICES PROVIDED BY LASERCRAFT IS LIMITED TO THE AMOUNTS ACTUALLY PAID BY THE VILLAGE TO LASERCRAFT UNDER THIS RED LIGHT SYSTEM AGREEMENT DURING THE PREVIOUS SIX (6) MONTH PERIOD.

10 SOFTWARE LICENSE, INTELLECTUAL PROPERTY INDEMNITY AND OWNERSHIP.

10.1 Online Violation Software.

10.1.1 Definition. For the purposes of this Red Light System Agreement, "OnlineViolation Software" shall mean the proprietary software owned by LaserCraft to allow the Village to monitor the operations of the LaserCraft System at all Locations including, but not limited to, approving, printing, receiving payments, tracking status of and reporting on, traffic violation files generated by the LaserCraft System. The OnlineViolation Software is solely for use on the Violation events information provided by LaserCraft under this Red Light System Agreement generated by the LaserCraft Equipment.

10.1.2 License. If utilized as part of the LaserCraft System, during the term of this Red Light System Agreement, and subject to the Village's compliance with the terms and conditions of this Red Light System Agreement, LaserCraft grants to the Village a nonexclusive license to install and use the OnlineViolation Software on any system, owned, leased or operated by the Village in support of the Village's conduct and operation of its business. LaserCraft retains all title, trademark, copyright, trade secret, patent and other proprietary rights in the OnlineViolation Software. All titles, trademarks, copyright, patent and restricted rights notices shall be reproduced and clearly visible at all times on or in conjunction with the Online Violation Software. The Village does not acquire any rights, express or implied, in the OnlineViolation Software, other than the use licenses granted in this Agreement.

10.1.3 Verification. The Village shall keep full, true and accurate records and accounts of its deployment and use of the OnlineViolation Software, including nature of use, number and location of copies made for archival, backup, testing, in production or otherwise. LaserCraft may audit the Village's use of the OnlineViolation Software and its compliance with this Agreement at any time at any Village facility upon reasonable notice. Promptly upon LaserCraft's request, the Village agrees to cooperate with LaserCraft's audit, including making LaserCraft's records available. LaserCraft's failure to conduct an audit shall not constitute a waiver of its right to do so in the future.

10.1.4 LaserCraft is under no obligation to modify or support the OnlineViolation Software. To the extent it does modify or enhance the OnlineViolation Software, within a reasonable period after general release, LaserCraft shall deliver to the Village copies of the source (and object in the Village's discretion) code of any updates, upgrades, revisions, modifications, enhancements, new versions, new releases, replacements, next generations, plug-ins, derivatives, adaptations, additions, improvements, maintenance and technical support releases, fixes and workarounds developed by or on behalf of LaserCraft, if any, to the OnlineViolation Software. LaserCraft agrees to provide technical advice and implementation services with respect to any of the foregoing modifications upon terms mutually agreed upon by LaserCraft and the Village.

10.1.5 Restrictions on Use. The Village shall not, without LaserCraft's expressed prior written consent, alter, modify or adapt the executable code portions (not including configurable functions) of the OnlineViolation Software or allow a Third Party to do so, including, but not limited to, translating, reverse engineering, decompiling or reverse compiling or disassembling. The OnlineViolation Software shall be used only for the purposes stated above; any use of the OnlineViolation Software for other purposes, including but not limited to commercial distribution, time-sharing, rental, or service bureau use, is expressly prohibited. LaserCraft agrees, however, to work with the Village to establish a method to exchange information with local court and administrative adjudication systems at no additional cost to the Village.

10.2 Intellectual Property Indemnity.

10.2.1 LaserCraft shall indemnify and hold harmless the Village against any and all costs, damages and expenses (including reasonable legal expenses) awarded against the Village by a court of competent jurisdiction or agreed to in a written settlement signed by LaserCraft arising out of any suit or claim brought by a Third Party against the Village alleging that the LaserCraft System infringes any United States patent issued as of the date of this Red Light System Agreement or any United States copyright or trade secret, provided that LaserCraft is given prompt written notice of any such claim and sole control of the defense of such claim and any settlement, and the Village provides reasonable information and assistance to LaserCraft in defending any such claim.

10.2.2 If a court of competent jurisdiction determines that the LaserCraft System infringes, or if, in the reasonable exercise of LaserCraft's business judgment, LaserCraft determines that it is likely to be held that the LaserCraft System infringes, any United States patent issued as of the date of this Red Light System Agreement or any United States copyright or trade secret, LaserCraft shall, at its expense and at its sole option: (i) secure the right of the Village to continue use of the LaserCraft System in accordance with the terms of this Red Light System Agreement; (ii) replace or modify the LaserCraft System to make it non-infringing; or, if in the reasonable exercise of LaserCraft's business judgment, neither option (i) or (ii) is economically or otherwise feasible; (iii) remove all or the infringing part of the LaserCraft System, adjust the monthly fee payable hereunder to reflect such removal, and refund any amounts paid by the Village to the extent that such amounts related to periods in which the infringing part of the LaserCraft System was not available.

10.3 Limitations. LaserCraft's obligations under this Section 10 shall not apply to any claim resulting from an alleged infringement in the LaserCraft System in a condition other than as delivered to the Village including but not limited to any alleged infringement arising from the Village's unauthorized modification of the LaserCraft System or the combination of the LaserCraft System with other hardware or software, use other than in accordance with LaserCraft's specifications, or infringement resulting from use by the Village of hardware or Third Party software not specifically approved in writing by LaserCraft.

10.4 Ownership of Intellectual Property. Title and ownership rights to all Intellectual Property (as defined below) of LaserCraft shall remain in LaserCraft, and LaserCraft reserves all rights not expressly granted. Except for rights specifically granted herein, the Village shall have no right, title or interest in or to the Intellectual Property. For purposes of this Agreement, "Intellectual Property" shall mean all proprietary knowledge and information of LaserCraft, including but not limited to the System, the

OnlineViolation Software, Confidential Information, patents, copyrights, trade secrets, trademarks, inventions, listings and documentation related thereto, or any revisions, alterations or derivative works thereof in any form.

11 MISCELLANEOUS PROVISIONS

11.1 Priority of Documents. In the event of a conflict among the documents comprising this Red Light System Agreement, the order of priority for purposes of resolving conflicts is: (1) the terms contained in this Red Light System Agreement; (2) the General Terms and Conditions; (3) LaserCraft's proposal; and (4) the Village's Request For Proposal. To the extent not inconsistent with this Red Light Services Agreement or the General Terms and Conditions, the Village's Request for Proposal and LaserCraft's proposal are incorporated herein by reference.

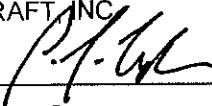
11.2 Entire Agreement. The Agreement, Schedules and this Red Light System Agreement constitute the entire agreement of the Parties with regard to the specific subject matter hereof and supersede all prior and contemporaneous written and oral understandings between the Parties.

11.3 Attachments. The Attachments hereto are incorporated herein by this reference and made a part hereof and shall be included in the term "Red Light System Agreement."

11.4 Counterparts. Provided that all Parties hereto execute a copy of this Red Light System Agreement, this Red Light System Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of executed copies of this Red Light System Agreement shall be effectuated in accordance with Section 16.3 of "Exhibit A, Terms and Conditions to the Master Agreement," as the same may be amended by the Parties. This Red Light System Agreement shall not be binding and enforceable until each Party has executed and delivered a copy hereof to the other Party.

IN WITNESS WHEREOF, LaserCraft and the Village have caused this Red Light System Agreement to be signed and delivered by its duly authorized representative as of the date first set forth herein.

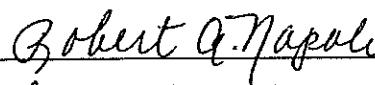
LASERCRAFT, INC.

By:  (seal)

Name: P.J. Lynch

Title: President & CEO

THE VILLAGE OF WILLOWBROOK

By:  (seal)

Name: ROBERT A. NAPOLI

Title: PRESIDENT PRO TEM

ATTACHMENT 1.7

LOCATIONS

1. Approaches shall only be installed at intersections having a minimum threshold traffic count sufficient to justify each such installation(s). Subject to the foregoing, the Parties agree to target nine (9) approaches under this Red Light System Agreement.
2. Additional approaches can be added as mutually agreed between the Parties.

ATTACHMENT 5**PRICING**

The price for the system and related services for a full turnkey solution as described in LaserCraft's Proposal dated November 30, 2007 is as follows:

FIXED PRICE WITH COST NEUTRALITY

Fixed monthly cost per approach per month	\$4,495
Expert Testimony	No charge during the first to occur of: (i) the first six (6) months of the Term of the Red Light System Agreement; or (ii) the first expert testimony provided by LaserCraft.

To ensure cost neutrality to the Village, LaserCraft shall issue a credit to the Village calculated monthly as follows: the difference between: (i) (the total aggregate number of Locations) times (\$4,495.00) and (ii) the actual revenue generated by Citations from all approaches.

LaserCraft warrants that prices contained in this Attachment 5 shall remain fixed for a period of four (4) years commencing on the Effective Date of the Red Light System Agreement. After year four (4), LaserCraft may adjust the price annually at a rate not to exceed the twelve (12) month change, seasonally unadjusted, in the CPI-U for the Midwest Region, commencing on January 1 of the prior calendar year.

Invoicing shall begin for each Location after: (i) the LaserCraft Equipment is installed and accepted at a Location; and (ii) LaserCraft has operated the Red Light System at the Location for a thirty (30) day testing period, or such longer testing period as may be mutually agreed upon by the Parties. Notwithstanding the provisions of Section 3.2 of Exhibit A to the Master Agreement, the first payment shall be due ninety (90) days from the issuance of the first Citation.

Cost Neutrality. In no event shall the total amount invoiced exceed the total amount collected by the Village for the same invoice period.

VILLAGE OF WILLOWSBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: MOTION TO APPROVE - FY 2018-19 BUDGET	AGENDA NO. 9 AGENDA DATE: <u>04/23/2018</u>
STAFF REVIEW: Carrie Dittman, Director of Finance	SIGNATURE: <u>C. Dittman</u>
LEGAL REVIEW: Thomas Bastian, Village Attorney	SIGNATURE: <u>THOMAS BASTIAN TH.</u>
RECOMMENDED BY: Timothy 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 PERTINENT HISTORY)

We are pleased to present the FY 2018-19 Budget for your approval. The final budget incorporates the discretionary items approved during the Board Budget Workshop held on March 19, 2018 along with subsequent budget related discussions. The Village's General Fund balance is projected to be at \$3,538,748 at April 30, 2019, which represents **151 days** of operating reserves.

The Village is required to comply with the State Appropriation Act and each year must adopt an appropriation ordinance. While the appropriation ordinance provides the Village legal authority to expend funds, the annual budget represents the Village's spending plan for the year. The appropriation ordinance must be passed within the first quarter of the fiscal year and a copy must be filed with the DuPage County Clerk within thirty (30) days of passage of the ordinance. The FY 2018-19 Appropriation Ordinance will be placed on the Board's agenda in June for consideration.

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

Staff will be submitting the FY 2018-19 Budget to the Government Finance Officers Association (GFOA) as part of our application for the Distinguished Budget Presentation Award at a later date.

ACTION PROPOSED: APPROVE THE MOTION

MINUTES OF THE REGULAR MEETING OF THE FINANCE AND ADMINISTRATION COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, MARCH 12, 2018 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 Chairwoman Berglund at 5:30 p.m.

2. ROLL CALL

Those present at roll call were Chairwoman Sue Berglund, Trustee Michael Mistele, Director of Finance Carrie Dittman and Assistant to the Village Administrator Garrett Hummel.

3. APPROVAL OF MINUTES

A brief discussion of the minutes of the Regular Finance/Administration Committee held on Monday, February 12, 2018 and the Special Joint Meeting of the Municipal Services Committee, the Finance & Administration Committee and the Public Safety Committee held on Monday, February 19, 2018 occurred. Motion to approve by Chairwoman Berglund, second by Trustee Mistele. Motion carried.

4. APPROVAL – FY 2017/18 Audit Engagement Letter - BKD

Director Dittman presented a one-year engagement letter from the accounting firm of BKD to perform the annual Village audit for FY 2017/18. The Village has used BKD (formerly Wolf & Company) since 2010. The cost for the audit would be \$30,940, which is an increase of \$440 or 1.4% over their prior year fee. If the Village needed a single audit of federal funds BKD would charge an additional \$3,000, however this is not anticipated as the Village has not spent any federal grant money.

Motion to approve the engagement letter to be brought forth to the full Village board by Chairwoman Berglund, second by Trustee Mistele. Motion carried.

5. REPORT – Monthly Disbursement Reports – February 2018

The Committee reviewed and accepted the disbursement reports for the month of February and key items are highlighted below:

- Total cash outlay for all Village funds – \$1,137,731. Fiscal Year to Date is \$13,878,583. Includes handwritten checks for \$19,446.
- Payroll monthly total for active employees including all funds - \$297,647 (2 payrolls). The average payroll for the year was \$155,987, which is a 6.49% increase from the prior fiscal year. Director Dittman explained that the payrolls contain not only the union and non-union increases of 2.5%, but also step increases for the sworn officers and also retirement payouts of accumulated time.
- Average daily outlay of cash for all Village funds for the current month: \$40,633. Average monthly cash outlay for all Village funds fiscal year to date (FYTD): \$1,387,858. Daily average fiscal YTD: \$45,677; this is high due to the numerous capital projects that occurred this year.
- Average daily expenditures for the General Fund only: \$30,435. Fiscal YTD average is \$30,521 which is a 26.1% increase from the prior year. The increase is due to the General Fund transfers out to the LAFER Fund to cover the police department renovation, now that the bond proceeds have been exhausted.

6. REPORT – Sales Tax, Business District 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

The Committee reviewed and accepted the revenue trend reports and key items are highlighted below. All revenues are monthly collections for February 2018 (unaudited):

- Sales tax receipts - \$319,012 up 2.69% from the prior year. Trending 7.4% over budget.
- Business District sales tax receipts - \$42,116. Year to date is \$371,043. This shows collections of the 1.0% sales tax collected in the Village's new business district. The revenue comes from only the Town Center side as only those businesses are currently open.
- Income Tax receipts - \$93,937 down 3.3% compared to the prior year, 9.5% under budget. The state of Illinois is no longer in arrears in payments, however we are now feeling the effects of the recent state legislation which included a 10% reduction in income tax, which is about \$86,000 annually.
- Utility tax receipts - \$96,949 down 3.79% from the prior year, 6.2% under budget, consisting of:
 - Telecomm tax - down 7.33%
 - Northern IL gas – up 1.61%
 - ComEd - down 3.00%
- Places of Eating Tax receipts - \$39,067 up 3.85% compared to the prior year, trending 7.17% over budget.
- Fines - \$11,525 down 5.05% compared with the prior year, 19.81% over budget. Fines come from County distributions and also local fine tickets written by Village police officers.
- Red Light Fines – \$64,700 down 17.38% from the prior year receipts, trending 6.2% over budget. The Rt. 83/63rd St. intersection went live on 9/26/17.
- Building Permit receipts - \$27,862 down 5.11% from the prior year, 93.0% above budget.
- Water sales receipts - \$250,258 down 5.92% from the prior year, 6.00% below budget. The large decline from Sept 2016 to Sept 2017 is due to a \$181,000 catch up bill issued in Sept 2016 to a shopping center that experienced a huge leak, and that billing is non-recurring. Revenues have generally normalized since the MTU replacement project concluded and we are seeing far fewer "catch-up" bills than in the past year.
- Hotel/Motel Tax receipts - \$12,963 up 0.77% compared with the prior year. The revenue is trending at 5.1% higher than budget. Three of the four hotels are open and active.
- Motor Fuel Tax receipts - \$19,320 up 0.38% compared with the prior year, 0.9% below budget.

7. VISITOR'S BUSINESS

There were no visitors present at the meeting.

8. COMMUNICATIONS

Director Dittman noted that we received notice from the Village of Burr Ridge of their intent to withdraw from our IPBC health insurance sub-pool, SCDCBP. If this goes through, the Village will receive a higher rate increase to our

health insurance premiums than anticipated as Burr Ridge's low claims experience has helped to keep the overall sub pool's rate increases down.

9. ADJOURNMENT

Motion to adjourn at 6:10 p.m. was made by Chairwoman Berglund, seconded by Trustee Mistele. Motion carried.

(Minutes transcribed by: Carrie Dittman, 4/2/2018)

MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL SERVICES COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, MARCH 12, 2018 AT THE VILLAGE HALL, 835 MIDWAY DRIVE, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

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

2. ROLL CALL

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

3. APPROVAL OF MINUTES

- a) After review of the draft minutes from the February 12, 2018 regular meeting of the Municipal Services Committee, Chairman Paul Oggerino made a motion to approve the minutes as presented. Trustee Terry Kelly seconded the motion. Motion Carried
- b) After review of the draft minutes from the February 19, 2018 special meeting of the Municipal Services Committee, Finance & Administration Committee, and the Public Safety Committee, Trustee Kelly noted that the minutes should reflect that he arrived slightly late at that meeting. He recalled that he arrived at approximately 5:35 PM – about 4 minutes after the start of the meeting. Administrator Halik advised that he would amend the minutes as requested. Trustee Terry Kelly then made a motion to approve the minutes as amended. Chairman Paul Oggerino seconded the motion. Motion Carried

4. REPORT – Video Surveillance Systems: Village Hall Building and Public Works Facility

Administrator Halik advised that Chairman Oggerino had previously requested that staff consider costs associated with installing video surveillance systems in both the Village Hall building and the public works facility. The designed systems would include video surveillance of outside premises as well as inside areas. Halik advised that staff responded that we currently have video surveillance equipment remaining from the former temporary police station building that could be used at the Village Hall. A review of that equipment along with discussions with our IT consultant, PCS International, revealed that that camera system could be installed with minimal labor costs for wiring, etc. and the necessary purchase of an appropriate central monitor. With regard to the system to be installed at the public works facility, a local vendor, Cervantes Design, has provided a proposal for a new system. Halik advised that the proposal submitted by Cervantes Design includes a system of seven high resolution cameras to provide both live and recorded views of select areas, a network recording device, and a 20" widescreen monitor. The proposal includes all equipment, installation, and programming costs for a total fee of \$4,787.00. Halik advised that staff has not received any additional proposals at this time, but the proposal received from Cervantes Design seems to indicate that such a system at both Village facilities could be purchased and installed for a relatively low cost. Halik asked the Committee whether additional proposals should be sought, or whether, since the system seemed to be a relatively inexpensive item, that the proposal from

Cervantes Design be accepted. Halik advised that if the latter, the item could be placed on the consent agenda of the next Village Board meeting for acceptance. The Committee did not object to the item being placed on the consent agenda for the next Board meeting.

5. DISCUSSION – HVAC Maintenance, Village Facilities

Administrator Halik advised the Committee that this was a continuation of the discussion from last month's meeting. Halik reminded the Committee that since we are now in need of a HVAC service agreement to cover all four Village owned buildings, staff solicited proposals from various HVAC vendors to request a service agreement proposal. A summary of the proposal amounts received for a one-year HVAC service agreement, which includes operating inspections four times a year, along with pre-season maintenance, from four separate HVAC vendors, was included in the packet. Halik advised that the base proposal requested was for quarterly maintenance service. However, each of the four vendors also provided an optional cost for condenser cleaning. Halik advised the Committee that prior to tonight's meeting he had talked to Trustee Mistele, who recommended that condenser cleaning be included in the scope of work. The cleaning helps ensure that the units remain operationally efficient. Therefore, Halik advised that low proposal, when including the condenser cleaning option, was Temperature Engineering, Inc. in Willowbrook at a total annual cost of \$9,545. Trustee Kelly mentioned that the proposal from Temperature Engineering, Inc. seemed very simple when compared to the detail that some of the other vendors provided. Halik agreed, but advised that staff had ensured that each vendor had provided a price on the same scope of work so the proposals could be compared apples-to-apples. Halik did mention that some vendors had included extra work, but each proposal met the base proposal work requested. Staff recommends the acceptance of the low proposal submitted by Temperature Engineering, Inc. in Willowbrook. The Committee concurred. Halik advised that this item will appear on the consent agenda for the next Village Board meeting and the work will begin after May 1, 2018.

6. REPORT – Kingery & 63rd Street STP Lighting Project: Status Update

Administrator Halik advised the Committee that the helix foundations for the lighting project were completed on January 31st and all pole setting was completed on February 2nd. Splicing is now complete and we are awaiting the installation of the lighting controller, which will then be energized by ComEd, at which point the lights can be turned on. Halik anticipates that the new poles would be energized perhaps late March or early April.

7. REPORTS – Municipal Services Department

- a. Administrator Halik reviewed the monthly permit activity report for the month of February 2018. Halik advised that the Village received about \$28,000 in permit revenue for the month. Halik advised that for the first ten months of the 2017/18 fiscal year, the department has brought in a total of 182% of the budgeted revenue.
- b. Administrator Halik shared the water system pumpage report for January 2018. The reports indicate that the Village pumped 26,040,000 gallons of water in the month. The total amount of water pumped so far in the 2017/18 fiscal year is about .74% below the amount of water pumped in the same time period of the previous fiscal year. However, we are still on track to meet the 350,000,000 pumpage projection for the year, which is currently tracking at 76.65% at 9 months through the year.
- c. Administrator Halik shared the January 2018 scavenger report, and advised the report is for informational purposes only.

8. VISITOR'S BUSINESS

(None)

9. COMMUNICATIONS

Trustee Terry Kelly shared that after the recent budget discussions, he is very concerned about the Village's future ability to fund both the annual street maintenance program and the annual police pension fund contribution. Halik agreed, advising that our monthly Motor Fuel Tax distributions from the state continue to decline, and our police pension fund payments will greatly increase in the future.

Halik advised the Committee that he had recently met with the owner of the landscaping company that performed our 2017 mowing contract work. The owner advised that due to increasing business expenses he would need to greatly increase the cost of the contract in order to renew for 2018. Halik advised that the owner was seeking an approximate 54% increase over last year's contract cost. As a result, Halik recommend that the Village quickly put the 2018 contract out for public bid in an effort to obtain a more competitive cost for the work. The Committee agreed. Halik advised that he would put a contract together quickly as part of a public bid notice and discuss further with the Committee at their next meeting on April 9, 2018.

10. ADJOURNMENT

Motion to adjourn was made by Chairman Oggerino, seconded by Trustee Kelly. The meeting was adjourned at 6:21 PM.

(Minutes transcribed by: Tim Halik, 4/3/18)

MINUTES OF THE REGULAR MEETING OF THE PARKS AND RECREATION COMMISSION
HELD ON TUESDAY, MARCH 6, 2018, AT THE VILLAGE HALL, 835 MIDWAY DRIVE,
WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Chairman Richard Cobb called the meeting to order at the hour of 7:01 p.m.

2. ROLL CALL

Those present at roll call were Chairman Cobb, Commissioners Lorraine Grimsby, Catherine Kaczmarek, Ronald Kanaverskis, Laurie Landsman, Carol Lazarski, Robert Pionke, and Doug Stetina.

ABSENT: None.

Also present was Temporary Interim Superintendent of Parks and Recreation John Fenske.

A QUORUM WAS DECLARED

3. APPROVAL OF MINUTES

a. Minutes – February 6, 2018 Regular Meeting – Parks & Recreation Commission

The Commission reviewed the February 6, 2018 minutes.

MOTION: A Motion was made by Commissioner Stetina and seconded by Commissioner Grimsby to approve the February 6, 2018 minutes as presented.

ROLL CALL VOTE: AYES: Chairman Cobb, Commissioners Grimsby, Kaczmarek, Kanaverskis, Landsman, Lazarski, Pionke, and Stetina. NAYS: None. ABSENT: None.

4. REPORT

a. Darien Youth Club Field Rental at Midway Park

Interim Superintendent Fenske advised that he had received a request from the Darien Youth Club to use the soccer fields in Midway Park. The club will be using the fields between Tuesdays and Fridays from April 18th – May 31st, between the hours of 5:30 p.m. – 7:00 p.m. The club may also play games on Sundays if needed.

Interim Superintendent Fenske stated that the club will be billed for the permit fees after May 31st to accommodate for any rain out dates. Total fees will be approximately \$500.

5. DISCUSSION

a. Easter Egg Hunt – March 31, 2018

Interim Superintendent Fenske related that he sent donation letters to Chicken Basket, Kiwanis, and Chick-fil-A. He has not received a reply from any of them. Unknown if there will be any volunteers from the high school due to their Spring Break.

Emails were sent through the Event Brite system to all families that participated in the Christmas party. Gower West has posted a flyer on their virtual backpack system.

Interim Superintendent Fenske advised that all the eggs have been filled with candy and are ready to go. Banners will be displayed in the parks on March 26th. As of today's meeting, Interim Superintendent Fenske stated there are about 40 children signed up for the event. The event will begin promptly at 11:00 a.m.

b. Spring Fling 5K – Sunday, May 6, 2018

Interim Superintendent Fenske advised that as of today, there are nine (9) runners registered. Gower West has agreed to allow the usage of their parking lot for cars. Interim Superintendent Fenske stated that the Darien Chamber of Commerce, which usually holds their 5K race after Mother's Day, has scheduled their race on the same day as ours.

Commissioner Kaczmarek advised that the race has received the CARA Certification again this year. Commissioner Kaczmarek also advised that Channel 5 News Reporter Lauren Petty will be the guest emcee.

Commissioner Kaczmarek stated that there will be an after-event party/award presentation at Black Horizon Brewery. Black Horizon will be creating a special beer just for the race and adult participants will be given a free sample. Packet pick up will occur at the Village Hall on Friday, May 4th and at Black Horizon on Saturday, May 5th.

Commissioner Kaczmarek advised that at last year's race, several people requested to purchase extra t-shirts. This year, there will be a sign posted that says will sell previous year's t-shirts and race bags for a \$10 donation.

Commissioner Lazarski requested that a form be provided for people that walk up to register that morning.

c. Willow Pond Grand Opening – Saturday, June 9, 2018

Chairman Cobb relayed information pertaining to the grand opening event. Requests for face painting, a DJ, bounce house, children's games and crafts.

Chairman Cobb questioned if a Touch A Truck event can be combined with the opening.

Chairman Cobb also questioned the possibility to having a sports celebrity at the opening.

Chairman Cobb advised that the fishing pier should be rededicated as the "Wally Righton Pier". Kiwanis will be funding the repairs to the existing shelter. Chairman Cobb suggested that the shelter be dedicated to Kiwanis.

Interim Superintendent Fenske related that George Scukanec, who has worked part time for the Parks Department for almost 40 years, maybe retiring. George has been a fixture at fishing events and the annual Holiday Party. Interim Superintendent Fenske suggested naming the fishing pier after George. Suggestions were made to erect a statue instead.

Chairman Cobb related that the dedication ceremony should begin around 12:00 p.m.

Interim Superintendent Fenske advised that the Village has provided a large enough budget for this event that he will not be soliciting for any donations from local businesses.

6. VISITORS' BUSINESS

None presented.

7. COMMUNICATIONS

None presented.

8. ADJOURNMENT

MOTION: Made by Commissioner Landsman, seconded by Commissioner Stetina to adjourn the meeting at the hour of 8:07 p.m.

ROLL CALL VOTE: AYES: Chairman Cobb, Commissioners Grimsby, Kaczmarek, Kanaverskis, Landsman, Lazarski, Pionke, and Stetina. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

_____April 3_____, 2018

Chairman

VILLAGE OF WILLOWBROOK
PUBLIC SAFETY COMMITTEE MINUTES
MARCH 12TH, 2018

MINUTES OF THE PUBLIC SAFETY COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MARCH 12TH, 2018 AT 5:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DU PAGE COUNTY, ILLINOIS.

CALL TO ORDER

Meeting called to order at 5:30pm.

ROLL CALL

In attendance, Chairperson Gayle Neal, Trustee Umberto Davi and Acting Chief Robert Schaller.

1. REVIEW FEBRUARY 12TH, 2018 PUBLIC SAFETY COMMITTEE MEETING MINUTES.
Chairperson Neal and Trustee Davi approved the February 12th, 2018 meeting minutes.
2. REVIEW FEBRUARY 19TH, 2018 SPECIAL JOINT MEETING OF THE MUNICIPAL SERVICES COMMITTEE MEETING MINUTES.
Chairperson Neal and Trustee Davi approved the Special Joint Meeting minutes from February 19th, 2018.
3. REVIEW WEEKLY PRESS RELEASES – INFORMATION.
The Committee reviewed the press releases for the period of January 29th – February 25th, 2018.
4. REVIEW OVERTIME REPORT FOR 01/29/2018 –02/25/2018 - INFORMATION.
The Committee reviewed police overtime. Acting Chief Schaller advised that there was a total of 25 open shifts for the time period due to FMLA/Sick time/Training.
5. REVIEW MONTHLY EXPENDITURE REPORT FOR FEBRUARY 2018 – INFORMATION.
The Committee reviewed monthly expense reports. Chairperson Neal commented on allocating funding to the Building Maintenance line item for possible future departmental needs.
6. REVIEW MONTHLY OFFENSE SUMMARY REPORT FOR FEBRUARY 2018 - INFORMATION.
The Offense Summary Report was reviewed by the Committee. Acting Chief Schaller commented on the excellent traffic enforcement of Officer Rosal, Officer LaValle and Officer Martino.
7. REVIEW LETTER(S) OF RECOGNITION AND APPRECIATION – INFORMATION.
The Committee reviewed the letters of recognition and appreciation. Letter of recognition for Officer Kaspar in providing NARCINT intelligence of a possible narcotic target that ultimately resulted in the seizure of one kilo of Fentanyl Letter of appreciation received from a resident praising Officers Robles, Mestre and Trainor for assistance on an ambulance assist.
 - Officer Lauren Kaspar
 - Officer Dylan Trainor
 - Officer Christine Robles
 - Officer Eulalio Mestre

8. DISCUSSION ITEMS.

- Hinsdale South Walk Out – March 14th
Acting Chief Schaller updated the Committee in reference to possible assistance that would be provided to the Darien Police Department due to the planned student walk out on March 14th, 2018.
- Promotion / Selection Consulting
Acting Chief Schaller discussed the possibility of looking into an outside consulting firm or a panel to assist in the selection of future open positions within the PD. The Committee recommends exploring this possibility.
- Training
Acting Chief Schaller discussed training goals for the department. The Committee recommended moving forward on supervisory training for existing supervisors and Officers In Charge.
- Long Term Planning
Acting Chief Schaller discussed long term planning due to retirements in the future.
- Training Room Policy
Acting Chief Schaller discussed if there was a need for a training room policy with the Committee. The Committee indicated that since the training room will be for police use a policy will not be needed.
- CALEA Lexipol Update
Acting Chief Schaller discussed the 2108 CALEA assessment and the implementation of Lexipol – The Committee's recommendation is to continue with CALEA and not to move forward with Lexipol in the future.

9. * VISITOR'S BUSINESS (Public comment is limited to three minutes per person).
There were no members of the public present to comment at this meeting.

10. ADJOURNMENT.

Motion made by Chairperson Neal, second by Trustee Davi, to adjourn at 6:27p.m.

NEXT MEETING SCHEDULED APRIL 9TH, 2018 AT 5:30 P.M.