

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, MAY 23, 2016, AT 6:30 P.M. AT THE **BURR RIDGE POLICE DEPARTMENT TRAINING ROOM, 7700 COUNTY LINE ROAD, BURR RIDGE, DUPAGE COUNTY, ILLINOIS**

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITOR'S BUSINESS - Public comment is limited to three minutes per person
5. OMNIBUS VOTE AGENDA:
  - a. Waive Reading of Minutes (APPROVE)
  - b. Minutes - Regular Board Meeting - May 9, 2016 (APPROVE)
  - c. Warrants - \$326,911.09 (APPROVE)
  - d. Monthly Financial Report - April 30, 2016 (APPROVE)
  - e. Ordinance - An Ordinance Amending Title 3, Chapter 12, Section 3-12-5(L) of the Village Code - "Classifications, Class L License" (PASS)
  - f. Ordinance - An Ordinance Amending the Village Code of the Village of Willowbrook Title 4, Chapter 2, Section 4-2-24 Entitled "Plumbing Codes Adopted:" (PASS)
  - g. Ordinance - An Ordinance Providing for the Declaration of the General Prevailing Rate of Hourly Wages for the Year 2016 to be Paid to Laborers, Mechanics and Other Workers Performing Construction of Public Works within the Village of Willowbrook, DuPage County, Illinois (PASS)
  - h. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Execute an Agreement for the Rehabilitation of the Existing Above-Grade Water Storage Structure Located at 710 Willowbrook Centre Parkway - AmCoat Painting, Inc. and Ratifying and Confirming the Village Administrator's Prior Execution of Said Agreement (ADOPT)

- i. Plan Commission Recommendation - Zoning Hearing Case 16-04: Pulte Home Corporation - 6526 Clarendon Hills Road - Approval of a Special Use for a Planned Unit Development (PUD) and Approval of a Preliminary Plat of PUD, Preliminary Plat of Subdivision, and Including any Exceptions and Variations Necessary to Redevelop the Existing 8.32 Acre Property Known as the Arabian Knights Horse Farm with 29 Detached Single Family Cluster Homes (RECEIVE)

NEW BUSINESS

6. DELINQUENT WATER BILLS
7. ORDINANCE - AN ORDINANCE GRANTING A VARIATION TO REDUCE A REAR YARD SETBACK IN AN R-2 ZONING DISTRICT FOR A SUNROOM ADDITION - PC 16-02: 7806 CLARENDON HILLS ROAD

PRIOR BUSINESS

8. COMMITTEE REPORTS
9. ATTORNEY'S REPORT
10. CLERK'S REPORT
11. ADMINISTRATOR'S REPORT
12. MAYOR'S REPORT
13. CLOSED SESSION:
  - a) Consideration of the Discipline, Performance, or Dismissal of Specific Employees of the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body for the Public Body to Determine its Validity Pursuant to Chapter 5 ILCS 120/1(C)(1)
14. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, MAY 9, 2016 AT THE BURR RIDGE POLICE DEPARTMENT, TRAINING ROOM, 7700 COUNTY LINE ROAD, VILLAGE OF BURR RIDGE, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order at the hour of 6:30 p.m. by Village Clerk Leroy Hansen.

2. ROLL CALL

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

ABSENT: Mayor Frank Trilla and Trustee Paul Oggerino

Also present were Village Attorney Michael R. Durkin, Village Administrator Timothy Halik, Director of Finance Carrie Dittman, Chief Mark Shelton, Deputy Chief Robert Schaller, Planning Consultant JoEllen Charlton, Assistant to the Village Administrator Garrett Hummel, and Deputy Clerk Cindy Stuchl.

A QUORUM WAS DECLARED

Village Clerk Hansen advised that a motion was necessary to nominate Trustee Michael Mistele as Mayor Pro Tem for tonight's meeting.

MOTION: Made by Trustee Davi and seconded by Trustee Neal to nominate Trustee Mistele as Mayor Pro Tem.

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

MOTION DECLARED CARRIED

3. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Mistele asked Assistant to the Village Administrator Hummel 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 - April 25, 2016 (APPROVE)
- c. Warrants - \$265,430.11 (APPROVE)
- d. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Accept a Proposal for Crack Sealing, Sealcoating, and Re-Striping of the Parking Lot at Community Park, 208 Midway Drive - Black Magic Sealcoating, Inc. - Resolution No. 16-R-33 (PASS)
- e. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Accept a Proposal for Labor and Materials Associated with an Interior Remodeling/Construction Project Located at 825 Midway Drive to Establish a Temporary Police Facility - Robert White Construction - Resolution 16-R-34 (ADOPT)
- f. Resolution - A Resolution Waiving the Competitive Bidding Process and Authorizing the Mayor and Village Clerk to Execute a Certain Contract - Tree Removal Services - Between the Village of Willowbrook and NJ Ryan Tree & Landscape, LLC - Resolution No. 16-R-35 (ADOPT)
- g. Resolution - A Resolution Proclaiming May 15, 2016 Police Officers Memorial Day and the Week of May 15 - 21, 2016 as Police Week in the Village of Willowbrook - Resolution No. 16-R-36 (ADOPT)
- h. Resolution - A Resolution Authorizing the Chief of Police to Purchase Three (3) 2016 Ford Utility Vehicles through the Suburban Purchasing Cooperative (SPC) - Resolution No. 16-R-37 (ADOPT)
- i. Plan Commission Recommendation - Rear Yard Setback Variation to Allow a 3 Season Room - 7806 Clarendon Hills Road (RECEIVE)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

6. ORDINANCE - AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK - TITLE 9 - ZONING ORDINANCE (Defining and Regulating Production Brewery Tap Room as a Special Use in the M-1 District)

Planning Consultant Charlton related that currently a production brewery is allowed in the M-1 Business District; however, the sale of their product is not regulated in this district. This ordinance amendment removes the restrictions of retail activity.

Planning Consultant Charlton advised that the Plan Commission has reviewed this special use and recommended the approval.

MOTION: Made by Trustee Kelly and seconded by Trustee Davi to pass Ordinance 16-0-16 as presented.

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

MOTION DECLARED CARRIED

7. ORDINANCE - AN ORDINANCE AUTHORIZING A SPECIAL USE FOR A PRODUCTION BREWERY TAP ROOM - BLACK HORIZON, 7560 QUINCY STREET

Planning Consultant Charlton stated that this ordinance represents the actual approval of the special use for the tap room at this location. Included in this special use, are provisions to operate a tap room with a bar, tables and chairs for customers. The hours will be limited. Conditions in the approval include the obtaining of a liquor license through the Village, space must be used per the layout submitted, and some modifications to the parking lot.

The Plan Commission unanimously recommended this special use be brought to the Village Board for approval.

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to pass Ordinance 16-0-17 as presented.

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

MOTION DECLARED CARRIED

8. DISCUSSION - POSITION OF PLANNER

Administrator Halik advised that Planning Consultant Charlton has accepted a position with the City of DeKalb and will be leaving her current position in mid-June.

Mayor Pro Tem Mistele thanked JoEllen for everything that she has done for the Village over the past several years.

Administrator Halik stated that there are two options for her replacement: hire a full-time planner or continue to outsource. Administrator Halik advised that he has had a discussion with Mayor Trilla on this topic. The Mayor strongly believes that we should continue to outsource the position. Development activity is currently heavy, but there is a belief that this will slow down in a few years. If we hire a full-time position, the possibility exists that when development does slow down, the position would need to be eliminated.

Administrator Halik related that he would like to have a consensus made tonight in order for Consultant Charlton to begin to train her replacement before she leaves. The consensus of the Board was to continue to outsource the planner position.

PRIOR BUSINESS

9. 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.

10. ATTORNEY'S REPORT

Attorney Durkin had no report.

11. CLERK'S REPORT

Clerk Hansen had no report.

12. ADMINISTRATOR'S REPORT

Administrator Halik had no report.

13. MAYOR'S REPORT

No Mayor's report due to Mayor Trilla's absence.

14. EXECUTIVE SESSION

Mayor Pro Tem Mistele stated that there was no need for Executive Session during tonight's meeting.

15. ADJOURNMENT

MOTION: Made by Trustee Kelly and seconded by Trustee Berglund, to adjourn the Regular Meeting at the hour of 6:49 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

May 23, 2016.

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Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

May 23, 2016

GENERAL CORPORATE FUND	-----	\$138,994.35
WATER FUND	-----	140,176.75
HOTEL/MOTEL TAX FUND	-----	41,977.25
POLICE PENSION FUND	-----	3,862.74
DEBT SERVICE FUND	-----	1,900.00
TOTAL WARRANTS	-----	\$326,911.09

  
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Carrie Dittman, Director of Finance

APPROVED:

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Frank A. Trilla, Mayor

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
05/24/2016	APCHK	88699	22036 APR 16	AMERICAN TRAFFIC SOLUTIONS	RED LIGHT - CAMERA FEES	630-247	30	13,485.00
			22036 APR 16		RED LIGHT - MISC FEE	630-249	30	1,705.50
				CHECK APCHK 88699 TOTAL FOR				15,190.50
05/24/2016	APCHK	88700	100763	CITADEL INFORMATION MANAGEME	OPERATING EQUIPMENT	630-401	30	983.20
05/24/2016	APCHK	88701	MAY 15 - APR 16	CODE ENFORCEMENT REPRESENTAT	CODE ENFORCEMENT INSPECTION	830-119	40	1,988.00
05/24/2016	APCHK	88703#	644013 APR 16	DISCOVERY BENEFITS SIMPLIFY	EMP DED PAY - FSA FEE	210-221	00	39.60
			644013 APR 16		EMPLOYEE BENEFIT - MEDICAL INSURAN	455-141	10	10.40
				CHECK APCHK 88703 TOTAL FOR				50.00
05/24/2016	APCHK	88705#	9446 APR 16	DUPAGE MAYORS AND MGRS. CONF	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	40.00
			9446 APR 16		SCHOOLS/CONFERENCES/TRAVEL	455-304	10	40.00
				CHECK APCHK 88705 TOTAL FOR				80.00
05/24/2016	APCHK	88706	70472	EHLERS & ASSOCIATES INC	PLAN REVIEW - ENGINEERING	520-254	15	250.00
05/24/2016	APCHK	88708	302074	FIRE & SECURITY SYSTEMS INC.	MAINTENANCE - BUILDING	466-228	10	94.00
			302073		MAINTENANCE - BUILDING	466-228	10	94.00
				CHECK APCHK 88708 TOTAL FOR				188.00
05/24/2016	APCHK	88709	169105	HEAT ENGINEERING CO	MAINTENANCE - BUILDING	466-228	10	564.00
05/24/2016	APCHK	88710	1026109	HOME DEPOT CREDIT SERVICES	MAINTENANCE - GARAGE	725-413	35	8.16
05/24/2016	APCHK	88711#	9002385758	KONICA MINOLTA BUSINESS SOLU	COPY SERVICE	455-315	10	460.88
			9002385758		COPY SERVICE	630-315	30	252.11
				CHECK APCHK 88711 TOTAL FOR				712.99
05/24/2016	APCHK	88712	7804 / APR 16	MARQUARDT & BELMONTE P.C.	RED LIGHT - ADJUDICATOR	630-246	30	1,155.45
05/24/2016	APCHK	88713	304425	MIIDCO	PHONE - TELEPHONS	630-201	30	660.00
05/24/2016	APCHK	88714	206532 EISENBEIS	NORTH EAST MULTI REGIONAL TR	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	125.00
05/24/2016	APCHK	88715	1812-275	PESSINA TREE SERVICE LLC	TREE MAINTENANCE	750-338	35	750.00
			1812-274		TREE MAINTENANCE	750-338	35	1,540.00
				CHECK APCHK 88715 TOTAL FOR				2,290.00
05/24/2016	APCHK	88716	213215	PHILLIP'S FLOWERS	PUBLIC RELATIONS	475-365	10	112.95

CHECK DISBURSEMENT REPORT FOR WILLOWBROOK  
 CHECK DATE FROM 05/12/2016 - 05/24/2016

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
05/24/2016	APCHK	88717#	15181 15185	RAGS ELECTRIC, INC	MAINTENANCE - BUILDING PARK IMPROVEMENTS - NEIGHBORHOOD P	466-228 595-695	10 20	104.00 661.25
				CHECK APCHK 88717	TOTAL FOR			765.25
05/24/2016	APCHK	88718#	7863-44025 7863-44025	SATELLITE PHONE STORE	PHONE - TELEPHONES PHONE - TELEPHONES	455-201 630-201	10 30	66.76 66.76
				CHECK APCHK 88718	TOTAL FOR			133.52
05/24/2016	APCHK	88719	9485-2 9486	SCHERMER ASPHALT PAVING	STREET & ROW MAINTENANCE STREET & ROW MAINTENANCE	750-328 750-328	35 35	4,702.50 3,705.00
				CHECK APCHK 88719	TOTAL FOR			8,407.50
05/24/2016	APCHK	88720	10074604	SUBURBAN LIFE PUBLICATIONS	PRINTING & PUBLISHING	510-302	15	491.16
05/24/2016	APCHK	88721	201604 APR 16 201604 APR 16 201604 APR 16 201604 APR 16	T.P.I.	PLAN REVIEW - BUILDING CODE PLAN REVIEW - BUILDING CODE - RIEM PART TIME - INSPECTOR PLUMBING INSPECTION	820-258 820-258 830-109 830-115	40 40 40 40	294.00 8,179.95 2,583.00 900.00
				CHECK APCHK 88721	TOTAL FOR			11,956.95
05/24/2016	APCHK	88722*#	TG5/ APR 16 TG5/ APR 16 TG5/ APR 16 TG5/ APR 16 TG5/ APR 16	TAMELING GRADING	LANDSCAPE MAINTENANCE SERVICES STREET & ROW MAINTENANCE STREET & ROW MAINTENANCE REIMB EXP - OTHER OPERATING SUPPLIES	565-342 750-328 750-328 755-283 755-331	20 35 35 35 35	485.00 1,243.00 350.00 1,740.00 1,375.00
				CHECK APCHK 88722	TOTAL FOR			5,193.00
05/24/2016	APCHK	88723	108847	TAMELING INDUSTRIES	STORM WATER IMPROVEMENTS MAINTENAN	750-381	35	1,081.09
05/24/2016	APCHK	88724	833895507 6107781615	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS FEES/DUES/SUBSCRIPTIONS	630-307 630-307	30 30	294.25 (154.25)
				CHECK APCHK 88724	TOTAL FOR			140.00
05/24/2016	APCHK	88725	52838 52840 52873	TOM & JERRY'S SHELL SERVICES	MAINTENANCE - VEHICLES MAINTENANCE - VEHICLES MAINTENANCE - VEHICLES	630-409 630-409 630-409	30 30 30	45.85 199.54 25.45

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
05/24/2016	APCHK	88726	14429-2	CHECK APCHK 88725 TOTAL FOR				
			52849		MAINTENANCE - VEHICLES	630-409	30	45.85
			52851		MAINTENANCE - VEHICLES	630-409	30	25.45
			52880		MAINTENANCE - VEHICLES	630-409	30	45.85
								<u>387.99</u>
05/24/2016	APCHK	88726	14429-2	UNDERGROUND PIPE & VALVE, CO SITE IMPROVEMENTS		750-289	35	528.00
05/24/2016	APCHK	88727*#	9764685158	VERIZON WIRELESS	PHONE - TELEPHONES	410-201	05	62.17
			9764685158		PHONE - TELEPHONES	455-201	10	23.59
			9764685158		PHONE - TELEPHONES	630-201	30	795.68
			9764685158		TELEPHONES	710-201	35	127.61
			9764685158		TELEPHONES	810-201	40	99.39
								<u>1,108.44</u>
05/24/2016	APCHK	88728	68524	CHECK APCHK 88727 TOTAL FOR				
			9935573199	WESTOWN AUTO SUPPLY COMPANY	MAINTENANCE - VEHICLES	735-409	35	14.99
05/24/2016	APCHK	88729	9935573199	AIRGAS USA LLLC	EQUIPMENT RENTAL	750-290	35	66.41
05/24/2016	APCHK	88730	92398	ALL AMERICAN PAPER COMPANY	MAINTENANCE - PW BUILDING	725-418	35	425.07
05/24/2016	APCHK	88731#	35945	AMERICAN FIRST AID SERVICE I	BUILDING MAINTENANCE SUPPLIES	466-351	10	87.30
			36011		OPERATING EQUIPMENT	630-401	30	16.60
								<u>103.90</u>
05/24/2016	APCHK	88732	11947/MAY 16	CHECK APCHK 88731 TOTAL FOR				
			0458203	AZAVAR AUDIT SOLUTIONS INC	UTILITY TAX	310-205	00	311.47
05/24/2016	APCHK	88733	0458203	BEACON ATHLETICS	SUMMER PROGRAM MATERIALS & SERVICE	575-119	20	140.00
			0457710		SUMMER PROGRAM MATERIALS & SERVICE	575-119	20	719.20
								<u>859.20</u>
05/24/2016	APCHK	88734	10312	CHECK APCHK 88733 TOTAL FOR				
			5/11/16	BLACK GOLD SEPTIC	MAINTENANCE - PW BUILDING	725-418	35	310.00
05/24/2016	APCHK	88735	5/11/16	BRYAN'S GARAGE DOOR SOLUTION	MAINTENANCE - PW BUILDING	725-418	35	610.00
05/24/2016	APCHK	88736*#	1139753 MAY 16	CALL ONE INC	PHONE - TELEPHONES	455-201	10	1,032.33
			1139753 MAY 16		PHONE - TELEPHONES	630-201	30	933.46
								<u>1,965.79</u>
05/24/2016	APCHK	88737#	CWWW1348	CHECK APCHK 88736 TOTAL FOR				
			CWWW1348	CDW GOVERNMENT, INC.	EDP SOFTWARE	460-212	10	819.96
			CWWW1348		EDP EQUIPMENT	485-641	10	2,504.95
			CWWW1348		EDP SOFTWARE	515-212	15	307.49

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
			CWWW1348		EDP NEW EQUIPMENT	540-641	15	1,004.98
			CWWW1348		EDP SOFTWARE	555-212	20	204.99
			CWWW1348		EDP EQUIPMENT	595-641	20	704.98
			CWWW1348		EDP SOFTWARE	615-212	25	614.97
			CWWW1348		EDP EQUIPMENT	625-641	25	1,904.96
			CWWW1348		EDP NEW EQUIPMENT	680-641	30	9,982.06
				CHECK APCHK 88737 TOTAL FOR				<u>18,049.34</u>
05/24/2016	APCHK	88738*#	CXG0123	CDW GOVERNMENT, INC.	EDP SOFTWARE	640-212	30	3,484.83
			CXG0123		EDP NEW EQUIPMENT	680-641	30	1,972.65
			CXG0123		EDP SOFTWARE	715-212	35	409.98
			CXG0123		EDP NEW EQUIPMENT	765-641	35	1,357.47
			CXG0123		EDP SOFTWARE	815-212	40	307.49
			CXG0123		EDP OPERATING EQUIPMENT	815-401	40	899.99
				CHECK APCHK 88738 TOTAL FOR				<u>8,432.41</u>
05/24/2016	APCHK	88739	14215	CHICAGO BADGE & INSIGNIA CO	UNIFORMS	630-345	30	57.02
05/24/2016	APCHK	88740	2145	CITY WIDE OF ILLINOIS	MAINTENANCE - BUILDING	466-228	10	2,515.74
05/24/2016	APCHK	88741	3224862	CLARKE AQUATIC WEED TECHNOLO	LANDSCAPE MAINTENANCE SERVICES	565-342	20	2,883.00
05/24/2016	APCHK	88742	6355758	CLARKE ENVIRONMENTAL	MOSQUITO ABATEMENT	760-259	35	6,425.00
05/24/2016	APCHK	88743	I-1407000	CODE BLUE DESIGNS	OPERATING EQUIPMENT	630-401	30	175.00
05/24/2016	APCHK	88744*#	7494249014 MAY16	COMIONWEALTH EDISON	ENERGY/COMED (835 MIDWAY)	466-240	10	337.99
			0423085170 MAY16		RED LIGHT - COM ED	630-248	30	44.90
			6863089003 MAY16		RED LIGHT - COM ED	630-248	30	29.85
			0791026027 MAY 16		RED LIGHT - COM ED	630-248	30	37.89
			4403140110 MAY16		ENERGY - STREET LIGHTS	745-207	35	47.50
			7432089030 MAY16		ENERGY - STREET LIGHTS	745-207	35	397.87
			4215105154 MAY16		ENERGY - STREET LIGHTS	745-207	35	506.78
				CHECK APCHK 88744 TOTAL FOR				<u>1,402.78</u>
05/24/2016	APCHK	88745	7910	COMPASS PLUMBING LLC	MAINTENANCE - BUILDING	466-228	10	248.00
05/24/2016	APCHK	88747	201605090332	DUPAGE COUNTY RECORDER	FEES/DUES/SUBSCRIPTIONS - REIMB.	510-307	15	181.00
05/24/2016	APCHK	88749	M SHELTON	ILL. NOTARY DISCOUNT BONDING	FEES/DUES/SUBSCRIPTIONS	630-307	30	44.90
05/24/2016	APCHK	88750	60 APRIL 2016	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	325.00
05/24/2016	APCHK	88751	9002393918	KONICA MINOLTA BUSINESS SOLU	COPY SERVICE	455-315	10	172.90

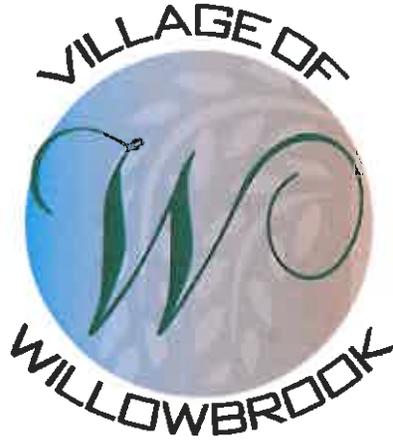
CHECK DISBURSEMENT REPORT FOR WILLOWBROOK  
 CHECK DATE FROM 05/12/2016 - 05/24/2016

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
05/24/2016	APCHK	88752	APRIL 2016	LAW OFFICES STORINO RAMELLO& FEES - VILLAGE ATTORNEY		470-239	10	7,939.70
05/24/2016	APCHK	88753	E 10978	LINA EMBROIDERY	CADET PROGRAM	630-308	30	287.50
05/24/2016	APCHK	88754*#	971110-001	LOGSDON OFFICE SUPPLY	OFFICE SUPPLIES	455-301	10	102.27
			970715-001		OFFICE SUPPLIES	455-301	10	121.22
			970715-001		OFFICE SUPPLIES	550-301	20	32.37
			971110-001		OFFICE SUPPLIES	610-301	25	76.81
			970715-001		OFFICE SUPPLIES	610-301	25	22.99
				CHECK APCHK 88754 TOTAL FOR				355.66
05/24/2016	APCHK	88755	CONSOLIDATION MTG	LORI RINELLA	FUEL/MILEAGE/WASH	630-303	30	23.81
05/24/2016	APCHK	88756	28624	MARQUARDT PRINTING CO.	OFFICE SUPPLIES	610-301	25	615.00
05/24/2016	APCHK	88757	230693302016 MAY16	MOTOROLA SOLUTIONS INC	FEES/DUES/SUBSCRIPTIONS	630-307	30	68.00
05/24/2016	APCHK	88758#	1009448318	OCCUPATIONAL HEALTH CENTERS	EXAMS - PHYSICAL	440-543	07	106.00
			1009459095		WELLNESS	480-276	10	202.50
				CHECK APCHK 88758 TOTAL FOR				308.50
05/24/2016	APCHK	88759	27583483	ORKIN EXTERMINATING	MAINTENANCE - BUILDING	466-228	10	87.24
05/24/2016	APCHK	88760#	137789	PCS INTERNATIONAL	EDP SOFTWARE	615-212	25	180.00
			137643		EDP SOFTWARE	615-212	25	50.00
			137793		EDP OPERATING EQUIPMENT	815-401	40	133.33
				CHECK APCHK 88760 TOTAL FOR				363.33
05/24/2016	APCHK	88761	5/12/16 LAVALLE	PERSONNEL STRATEGIES LLC	EXAMS - POLYGRAPH	440-545	07	500.00
05/24/2016	APCHK	88762#	5/19-/16	PETTY CASH C/O TIM HALIK	FUEL/MILEAGE/WASH	455-303	10	25.51
			5/19-/16		BUILDING MAINTENANCE SUPPLIES	466-351	10	20.00
			5/19-/16		FEES/DUES/SUBSCRIPTIONS	510-307	15	2.00
			5/19-/16		SUMMER PROGRAM MATERIALS & SERVICE	575-119	20	47.41
			5/19-/16		FAMILY SPECIAL EVENT - RACE	585-154	20	25.00
			5/19-/16		SCHOOLS/CONFERENCES/TRAVEL	630-304	30	16.81
			5/19-/16		OPERATING EQUIPMENT	630-401	30	69.29
			5/19-/16		SCHOOLS/CONFERENCES/TRAVEL	810-304	40	20.00
				CHECK APCHK 88762 TOTAL FOR				226.02

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
05/24/2016	APCHK	88763	0718002461	PROFORMA	FAMILY SPECIAL EVENT - RACE	585-154	20	563.37
			0718002462		FAMILY SPECIAL EVENT - RACE	585-154	20	3,470.50
				CHECK APCHK 88763 TOTAL FOR				4,033.87
05/24/2016	APCHK	88764*#	5927- 1 OF 5	PURE PRAIRIE ORGANICS	LANDSCAPE - VILLAGE HALL	466-293	10	16.45
			5927- 1 OF 5		LANDSCAPE MAINTENANCE SERVICES	565-342	20	2,150.41
			5927- 1 OF 5		ROUTE 83 BEAUTIFICATION	755-281	35	1,463.06
				CHECK APCHK 88764 TOTAL FOR				3,629.92
05/24/2016	APCHK	88765	00501	RACE TIME INC	FAMILY SPECIAL EVENT - RACE	585-154	20	672.00
05/24/2016	APCHK	88766	15182	RAGS ELECTRIC, INC	MAINTENANCE - STREET LIGHTS	745-223	35	930.00
05/24/2016	APCHK	88767	1625750	RAY O'HERRON CO., INC.	OPERATING EQUIPMENT	630-401	30	416.97
05/24/2016	APCHK	88768	7635 ELEANOR	RMD CONSTRUCTION	COMM. DEV. BOND & DEPOSITS PAYABLE	210-109	00	2,000.00
05/24/2016	APCHK	88769	1183	ROBERT WHITE CONSTRUCTION	STREET & ROW MAINTENANCE	750-328	35	3,681.72
			1184		STREET & ROW MAINTENANCE	750-328	35	3,900.00
				CHECK APCHK 88769 TOTAL FOR				7,581.72
05/24/2016	APCHK	88770	128646	RUTLEDGE PRINTING CO.	PRINTING & PUBLISHING	630-302	30	203.65
			128521		PRINTING & PUBLISHING	630-302	30	465.91
				CHECK APCHK 88770 TOTAL FOR				669.56
05/24/2016	APCHK	88771	9485-1	SCHERMER ASPHALT PAVING	STREET & ROW MAINTENANCE	750-328	35	2,422.50
05/24/2016	APCHK	88772	2292	SCOTT CONTRACTING INC	STREET & ROW MAINTENANCE	750-328	35	450.00
05/24/2016	APCHK	88773	7160626 & 7160627	SERVICE SANITATION INC	RENT - EQUIPMENT	570-234	20	262.00
			7131946		FAMILY SPECIAL EVENT - RACE	585-154	20	475.00
				CHECK APCHK 88773 TOTAL FOR				737.00
05/24/2016	APCHK	88774*#	2016-113	SUNSET SEWER & WATER	STREET & ROW MAINTENANCE	750-328	35	1,101.90
			2016-133		STREET & ROW MAINTENANCE	750-328	35	1,994.25
				CHECK APCHK 88774 TOTAL FOR				3,096.15
05/24/2016	APCHK	88775	RG 1346571	SWANK MOTION PICTURES INC	FAMILY SPECIAL EVENT - MOVIE NIGHT	585-151	20	403.00
05/24/2016	APCHK	88776*#	109013	TAMELING INDUSTRIES	STREET & ROW MAINTENANCE	750-328	35	169.34

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
05/24/2016	APCHK	88778	VESTING DEED	TIMOTHY J. HALIK	FEES - ENGINEERING	520-245	15	85.00
05/24/2016	APCHK	88779	52843	TOM & JERRY'S SHELL SERVICES	MAINTENANCE - VEHICLES	630-409	30	45.85
			52911		MAINTENANCE - VEHICLES	630-409	30	66.20
			52910		MAINTENANCE - VEHICLES	630-409	30	45.85
				CHECK APCHK 88779 TOTAL FOR				<u>157.90</u>
05/24/2016	APCHK	88781#	0610973787	UNIFIRST	MAINTENANCE - BUILDING	466-228	10	216.90
			0610973829		MAINTENANCE - PW BUILDING	725-418	35	68.35
				CHECK APCHK 88781 TOTAL FOR				<u>285.25</u>
05/24/2016	APCHK	88782	3060827-0	WAREHOUSE DIRECT	OFFICE SUPPLIES	630-301	30	274.56
			3065965-0		OFFICE SUPPLIES	630-301	30	74.78
				CHECK APCHK 88782 TOTAL FOR				<u>349.34</u>
				Total for fund 01 GENERAL FUND				138,994.35
Fund: 02 WATER FUND								
05/24/2016	APCHK	16(E)	11303 APR 16	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	128,224.30
05/24/2016	APCHK	88702	5071072051 APR162	COMMONWEALTH EDISON	ENERGY - ELECTRIC PUMP	420-206	50	91.31
05/24/2016	APCHK	88707	16-131732 APR16	ENVIRO TEST INC	SAMPLING ANALYSIS	420-362	50	90.00
05/24/2016	APCHK	88722*#	TG5/ APR 16	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MAINTEN	430-277	50	1,827.50
05/24/2016	APCHK	88727*#	9764685158	VERIZON WIRELESS	PHONE - TELEPHONES	401-201	50	127.61
05/24/2016	APCHK	88736*#	1139753 MAY 16	CALL ONE INC	PHONE - TELEPHONES	401-201	50	699.53
05/24/2016	APCHK	88738*#	CXG0123	CDW GOVERNMENT, INC.	EDP SOFTWARE	417-212	50	409.95
			CXG0123		EDP OPERATING EQUIPMENT	417-401	50	1,957.46
				CHECK APCHK 88738 TOTAL FOR				<u>2,367.41</u>
05/24/2016	APCHK	88744*#	4651111049 MAY16	COMMONWEALTH EDISON	ENERGY - ELECTRIC PUMP	420-206	50	700.25
05/24/2016	APCHK	88754*#	970715-001	LOGSDON OFFICE SUPPLY	OFFICE SUPPLIES	401-301	50	31.88





MONTHLY FINANCIAL REPORT

APRIL 2016

RESPECTFULLY SUBMITTED BY:

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Frank A. Trilla, Mayor

A handwritten signature in blue ink, appearing to read 'Carrie Dittman', is written over a horizontal line.

Carrie Dittman, Director of Finance

VILLAGE OF WILLOWBROOK  
MONTHLY CASH AND INVESTMENT BALANCE BY FUND  
FOR THE MONTH ENDED 04/30/2016

ACCOUNT	BALANCE
<b>Fund 01 GENERAL FUND</b>	
CHECKING - 0283	0.00
COMMUNITY BANK OF WB - 0275	454,546.09
IL FUNDS - 5435	4,155,349.35
COMMUNITY BANK OF WB MM - 1771	301,827.99
COMMUNITY BANK RD LGHT - 0724	1,038.92
COMMUNITY BANK OF WB FSA - 3804	10,913.65
U.S. BANK RED LIGHT - 4216	13,610.00
COMMUNITY BANK DRUG ACCT - 4171	111,616.38
COMMUNITY BANK WB CADETS - 10620387	173.72
PETTY CASH REVLVING	950.00
IMET - GENERAL	28.69
<b>Total For Fund 01:</b>	<b><u>5,050,054.79</u></b>
<b>Fund 02 WATER FUND</b>	
IL FUNDS WATER - 5914	455,823.79
COMMUNITY BANK OF WB WTR - 4163	704,095.23
COMMUNITY BANK OF WB - 0275	0.00
<b>Total For Fund 02:</b>	<b><u>1,159,919.02</u></b>
<b>Fund 03 HOTEL/MOTEL TAX FUND</b>	
IL FUNDS HOTEL/MOTEL - 5948	69,434.10
COMMUNITY BANK OF WB - 0275	92,448.89
<b>Total For Fund 03:</b>	<b><u>161,882.99</u></b>
<b>Fund 04 MOTOR FUEL TAX FUND</b>	
IL FUNDS MFT - 5443	422,218.25
<b>Total For Fund 04:</b>	<b><u>422,218.25</u></b>
<b>Fund 06 SSA ONE BOND &amp; INTEREST FUND</b>	
IL FUNDS SSA BOND - 4621	5,096.48
<b>Total For Fund 06:</b>	<b><u>5,096.48</u></b>
<b>Fund 07 POLICE PENSION FUND</b>	
COMMUNITY BANK OF WB PP - 4155	81,542.57
COMMUNITY BANK OF WB - 0275	0.00
MONEY MARKET - MB FINANCIAL BANK	364,700.92
US TREASURIES	61,606.41
US AGENCIES	3,180,945.07
MUNICIPAL BONDS	710,071.15
CORPORATE BONDS	3,505,496.00
EQUITIES	4,314,452.19
MUTUAL FUNDS	5,670,738.13
MARKET VALUE CONTRA	1,036,078.75
<b>Total For Fund 07:</b>	<b><u>18,925,631.19</u></b>
<b>Fund 09 WATER CAPITAL IMPROVEMENTS FUND</b>	
IL FUNDS WTR CAP - 1206	379,938.49
<b>Total For Fund 09:</b>	<b><u>379,938.49</u></b>
<b>Fund 10 CAPITAL PROJECT FUND</b>	
IL FUNDS CAP PROJECTS - 3133	96,793.57
<b>Total For Fund 10:</b>	<b><u>96,793.57</u></b>
<b>Fund 11 DEBT SERVICE FUND</b>	
IL FUNDS BOND PROCEEDS DS - 2756	322.11
<b>Total For Fund 11:</b>	<b><u>322.11</u></b>
<b>Fund 14 LAND ACQUISITION, FACILITY, EXPANSION &amp;</b>	
IL FUNDS BOND PROCEEDS LAFER - 2772	3,035,848.31
COMMUNITY BANK OF WB - 0275	0.00
<b>Total For Fund 14:</b>	<b><u>3,035,848.31</u></b>
<b>TOTAL CASH &amp; INVESTMENTS:</b>	<b><u>29,237,705.20</u></b>

ACCOUNT BALANCE REPORT FOR WILLOWBROOK  
 PERIOD ENDING 04/30/2016  
 CASH & INVESTMENTS BY FUND AND ACCOUNT TYPE

GL NUMBER	DESCRIPTION	END BALANCE 04/30/2016
<b>Fund 01 - GENERAL FUND</b>		
<b>MONEY MARKET</b>		
01-00-110-322	IL FUNDS - 5435	4,155,349.35
01-00-110-323	COMMUNITY BANK OF WB MM - 1771	301,827.99
01-00-110-325	COMMUNITY BANK RD LGHT - 0724	1,038.92
01-00-110-380	COMMUNITY BANK DRUG ACCT - 4171	111,616.38
01-00-120-155	IMET - GENERAL	28.69
	MONEY MARKET	4,569,861.33
<b>PETTY CASH</b>		
01-00-110-911	PETTY CASH REVLVING	950.00
	PETTY CASH	950.00
<b>SAVINGS</b>		
01-00-110-257	COMMUNITY BANK OF WB - 0275	454,546.09
01-00-110-332	COMMUNITY BANK OF WB FSA - 3804	10,913.65
01-00-110-335	U.S. BANK RED LIGHT - 4216	13,610.00
01-00-110-385	COMMUNITY BANK WB CADETS - 10620387	173.72
	SAVINGS	479,243.46
<b>Fund 02 - WATER FUND</b>		
<b>MONEY MARKET</b>		
02-00-110-113	IL FUNDS WATER - 5914	455,823.79
02-00-110-209	COMMUNITY BANK OF WB WTR - 4163	704,095.23
	MONEY MARKET	1,159,919.02
<b>Fund 03 - HOTEL/MOTEL TAX FUND</b>		
<b>MONEY MARKET</b>		
03-00-110-114	IL FUNDS HOTEL/MOTEL - 5948	69,434.10
	MONEY MARKET	69,434.10
<b>SAVINGS</b>		
03-00-110-257	COMMUNITY BANK OF WB - 0275	92,448.89
	SAVINGS	92,448.89
<b>Fund 04 - MOTOR FUEL TAX FUND</b>		
<b>MONEY MARKET</b>		
04-00-110-116	IL FUNDS MFT - 5443	422,218.25
	MONEY MARKET	422,218.25
<b>Fund 06 - SSA ONE BOND &amp; INTEREST FUND</b>		
<b>MONEY MARKET</b>		
06-00-110-117	IL FUNDS SSA BOND - 4621	5,096.48
	MONEY MARKET	5,096.48
<b>Fund 07 - POLICE PENSION FUND</b>		
<b>MONEY MARKET</b>		
07-00-110-202	COMMUNITY BANK OF WB PP - 4155	81,542.57
	MONEY MARKET	81,542.57
<b>SAVINGS</b>		
07-00-110-335	MONEY MARKET - MB FINANCIAL BANK	364,700.92
	SAVINGS	364,700.92
<b>AGENCY CERTIFICATES</b>		
07-00-120-260	US AGENCIES	3,180,945.07
	AGENCY CERTIFICATES	3,180,945.07
<b>CORPORATE BONDS</b>		
07-00-120-288	CORPORATE BONDS	3,505,496.00
	CORPORATE BONDS	3,505,496.00
<b>EQUITIES</b>		
07-00-120-289	EQUITIES	4,314,452.19
	EQUITIES	4,314,452.19

ACCOUNT BALANCE REPORT FOR WILLOWBROOK  
 PERIOD ENDING 04/30/2016  
 CASH & INVESTMENTS BY FUND AND ACCOUNT TYPE

GL NUMBER	DESCRIPTION	END BALANCE 04/30/2016
<b>Fund 07 - POLICE PENSION FUND</b>		
<b>MUNICIPAL BONDS</b>		
07-00-120-270	MUNICIPAL BONDS	710,071.15
	MUNICIPAL BONDS	710,071.15
<b>MUTUAL FUNDS</b>		
07-00-120-290	MUTUAL FUNDS	5,670,738.13
	MUTUAL FUNDS	5,670,738.13
<b>MARKET VALUE</b>		
07-00-120-900	MARKET VALUE CONTRA	1,036,078.75
	MARKET VALUE	1,036,078.75
<b>TREASURY NOTES</b>		
07-00-120-250	US TREASURIES	61,606.41
	TREASURY NOTES	61,606.41
<b>Fund 09 - WATER CAPITAL IMPROVEMENTS FUND</b>		
<b>MONEY MARKET</b>		
09-00-110-324	IL FUNDS WTR CAP - 1206	379,938.49
	MONEY MARKET	379,938.49
<b>Fund 10 - CAPITAL PROJECT FUND</b>		
<b>MONEY MARKET</b>		
10-00-110-115	IL FUNDS CAP PROJECTS - 3133	96,793.57
	MONEY MARKET	96,793.57
<b>Fund 11 - DEBT SERVICE FUND</b>		
<b>MONEY MARKET</b>		
11-00-110-111	IL FUNDS BOND PROCEEDS DS - 2756	322.11
	MONEY MARKET	322.11
<b>Fund 14 - LAND ACQUISITION, FACILITY, EXPANSION &amp;</b>		
<b>MONEY MARKET</b>		
14-00-110-112	IL FUNDS BOND PROCEEDS LAFER - 2772	3,035,848.31
	MONEY MARKET	3,035,848.31

ACCOUNT BALANCE REPORT FOR WILLOWBROOK  
 PERIOD ENDING 04/30/2016  
 CASH & INVESTMENTS BY INSTITUTION

GL NUMBER	DESCRIPTION	END BALANCE 04/30/2016
<b>COMMUNITY BANK OF WB</b>		
01-00-110-257	COMMUNITY BANK OF WB - 0275	454,546.09
01-00-110-323	COMMUNITY BANK OF WB MM - 1771	301,827.99
01-00-110-325	COMMUNITY BANK RD LGHT - 0724	1,038.92
01-00-110-332	COMMUNITY BANK OF WB FSA - 3804	10,913.65
01-00-110-380	COMMUNITY BANK DRUG ACCT - 4171	111,616.38
01-00-110-385	COMMUNITY BANK WB CADETS - 10620387	173.72
02-00-110-209	COMMUNITY BANK OF WB WTR - 4163	704,095.23
03-00-110-257	COMMUNITY BANK OF WB - 0275	92,448.89
07-00-110-202	COMMUNITY BANK OF WB PP - 4155	81,542.57
	COMMUNITY BANK OF WB	1,758,203.44
<b>ILLINOIS FUNDS</b>		
01-00-110-322	IL FUNDS - 5435	4,155,349.35
02-00-110-113	IL FUNDS WATER - 5914	455,823.79
03-00-110-114	IL FUNDS HOTEL/MOTEL - 5948	69,434.10
04-00-110-116	IL FUNDS MFT - 5443	422,218.25
06-00-110-117	IL FUNDS SSA BOND - 4621	5,096.48
09-00-110-324	IL FUNDS WTR CAP - 1206	379,938.49
10-00-110-115	IL FUNDS CAP PROJECTS - 3133	96,793.57
11-00-110-111	IL FUNDS BOND PROCEEDS DS - 2756	322.11
14-00-110-112	IL FUNDS BOND PROCEEDS LAFER - 2772	3,035,848.31
	ILLINOIS FUNDS	8,620,824.45
<b>IMET</b>		
01-00-120-155	IMET - GENERAL	28.69
	IMET	28.69
<b>MARKET VALUE CONTRA</b>		
07-00-120-900	MARKET VALUE CONTRA	1,036,078.75
	MARKET VALUE CONTRA	1,036,078.75
<b>MBFINANCIAL BANK</b>		
07-00-110-335	MONEY MARKET - MB FINANCIAL BANK	364,700.92
07-00-120-250	US TREASURIES	61,606.41
07-00-120-260	US AGENCIES	3,180,945.07
07-00-120-270	MUNICIPAL BONDS	710,071.15
07-00-120-288	CORPORATE BONDS	3,505,496.00
07-00-120-289	EQUITIES	4,314,452.19
07-00-120-290	MUTUAL FUNDS	5,670,738.13
	MBFINANCIAL BANK	17,808,009.87
<b>U.S. BANK</b>		
01-00-110-335	U.S. BANK RED LIGHT - 4216	13,610.00
	U.S. BANK	13,610.00
<b>VILLAGE OF WILLOWBROOK</b>		
01-00-110-911	PETTY CASH REVLVING	950.00
	VILLAGE OF WILLOWBROOK	950.00
<b>Total - All Funds:</b>		29,237,705.20

INTERFUND ACTIVITY REPORT FOR WILLOWBROOK  
Period Ending 04/30/2016  
Due To/From Other Funds

GL Number	Description	Balance
<b>Fund 01: GENERAL FUND</b>		
Due From Other Funds		
01-00-140-102	DUE TO/FROM WATER FUND	147.85
01-00-140-107	DUE TO/FROM POLICE PENSION FUND	77,427.55
	<b>Total Due From Other Funds</b>	<b>77,575.40</b>
<b>Fund 02: WATER FUND</b>		
Due From Other Funds		
02-00-140-101	DUE TO/FROM GENERAL FUND	(147.85)
	<b>Total Due From Other Funds</b>	<b>(147.85)</b>
<b>Fund 07: POLICE PENSION FUND</b>		
Due From Other Funds		
07-00-140-101	DUE TO/FROM GENERAL FUND	(77,427.55)
	<b>Total Due From Other Funds</b>	<b>(77,427.55)</b>

REVENUE REPORT FOR WILLOWBROOK  
 PERIOD ENDING 04/30/2016

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 04/30/2016	YTD BALANCE 04/30/2016	2015-16 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
<b>Fund 01 - GENERAL FUND</b>						
<b>PROPERTY TAX</b>						
01-00-310-101	PROPERTY TAX LEVY - SRA	0.00	75,581.61	73,181.00	103.28	(2,400.61)
01-00-310-102	PROPERTY TAX LEVY - ROAD & BRIDGE	158.26	104,665.62	101,938.00	102.68	(2,727.62)
		158.26	180,247.23	175,119.00	102.93	(5,128.23)
<b>OTHER TAXES</b>						
01-00-310-201	MUNICIPAL SALES TAX	266,969.11	3,788,230.84	3,600,000.00	105.23	(188,230.84)
01-00-310-202	ILLINOIS INCOME TAX	92,257.64	911,885.30	634,095.00	143.81	(277,790.30)
01-00-310-203	AMUSEMENT TAX	4,839.61	75,102.82	69,984.00	107.31	(5,118.82)
01-00-310-204	REPLACEMENT TAX	294.31	1,288.19	1,220.00	105.59	(68.19)
01-00-310-205	UTILITY TAX	78,653.04	971,916.39	1,075,000.00	90.41	103,083.61
01-00-310-208	PLACES OF EATING TAX	42,586.12	518,303.61	460,000.00	112.67	(58,303.61)
01-00-310-209	WATER TAX	9,483.93	165,517.40	165,800.00	99.83	282.60
01-00-310-210	WATER TAX - CLARENDON WATER CO	302.60	1,186.69	1,000.00	118.67	(186.69)
		495,386.36	6,433,431.24	6,007,099.00	107.10	(426,332.24)
<b>LICENSES</b>						
01-00-310-302	LIQUOR LICENSES	0.00	78,250.00	60,500.00	129.34	(17,750.00)
01-00-310-303	BUSINESS LICENSES	150.00	91,200.50	82,000.00	111.22	(9,200.50)
01-00-310-305	VENDING MACHINE	0.00	3,050.00	2,000.00	152.50	(1,050.00)
01-00-310-306	SCAVENGER LICENSES	0.00	8,000.00	6,000.00	133.33	(2,000.00)
		150.00	180,500.50	150,500.00	119.93	(30,000.50)
<b>PERMITS</b>						
01-00-310-401	BUILDING PERMITS	24,754.13	368,614.01	200,000.00	184.31	(168,614.01)
01-00-310-402	SIGN PERMITS	832.86	5,426.88	5,000.00	108.54	(426.88)
01-00-310-403	OTHER PERMITS	24.00	622.00	500.00	124.40	(122.00)
01-00-310-404	COUNTY BMP FEE	0.00	18,275.60	2,000.00	913.78	(16,275.60)
		25,610.99	392,938.49	207,500.00	189.37	(185,438.49)
<b>FINES</b>						
01-00-310-501	CIRCUIT COURT FINES	7,041.27	103,331.30	120,000.00	86.11	16,668.70
01-00-310-502	TRAFFIC FINES	3,100.00	29,661.67	25,000.00	118.65	(4,661.67)
01-00-310-503	RED LIGHT FINES	57,985.00	382,879.00	540,000.00	70.90	157,121.00
		68,126.27	515,871.97	685,000.00	75.31	169,128.03
<b>OVERHEAD REIMBURSEMENT</b>						
01-00-310-601	ADMINISTRATIVE SUPPORT REIMB - WATE	39,184.83	470,217.96	470,218.00	100.00	0.04
		39,184.83	470,217.96	470,218.00	100.00	0.04
<b>CHARGES &amp; FEES</b>						
01-00-310-700	PLANNING APPLICATION FEES	1,700.00	28,178.00	10,000.00	281.78	(18,178.00)
01-00-310-701	PUBLIC HEARING FEES	0.00	4,250.00	2,550.00	166.67	(1,700.00)
01-00-310-702	PLANNING REVIEW FEES	3,000.00	50,440.00	6,000.00	840.67	(44,440.00)
01-00-310-703	ANNEXATION FEES	1,700.00	3,400.00	500.00	680.00	(2,900.00)
01-00-310-704	ACCIDENT REPORT COPIES	170.00	1,870.00	2,000.00	93.50	130.00
01-00-310-705	VIDEO GAMING FEES	3,033.88	27,311.89	8,300.00	329.06	(19,011.89)

REVENUE REPORT FOR WILLOWBROOK  
 PERIOD ENDING 04/30/2016

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 04/30/2016	YTD BALANCE 04/30/2016	2015-16 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
<b>Fund 01 - GENERAL FUND</b>						
01-00-310-706	COPIES-ORDINANCES & MAPS	0.00	7.00	200.00	3.50	193.00
01-00-310-723	ELEVATOR INSPECTION FEES	4,650.00	7,125.00	5,000.00	142.50	(2,125.00)
01-00-310-724	BURGLAR ALARM FEES	120.00	7,980.00	15,000.00	53.20	7,020.00
	<b>CHARGES &amp; FEES</b>	<b>14,373.88</b>	<b>130,561.89</b>	<b>49,550.00</b>	<b>263.50</b>	<b>(81,011.89)</b>
<b>PARK &amp; RECREATION CHARGES</b>						
01-00-310-813	PARK & REC CONTRIBUTION	2,900.00	6,850.00	2,250.00	304.44	(4,600.00)
01-00-310-814	PARK PERMIT FEES	270.00	4,498.00	3,000.00	149.93	(1,498.00)
01-00-310-815	SUMMER RECREATION FEES	1,020.00	12,298.50	18,736.00	65.64	6,437.50
01-00-310-816	WINTER RECREATION FEES	0.00	982.00	8,485.00	11.57	7,503.00
01-00-310-817	SPECIAL EVENTS	(718.96)	3,970.29	5,380.00	73.80	1,409.71
01-00-310-818	FALL RECREATION FEES	0.00	50.00	6,718.00	0.74	6,668.00
01-00-310-819	BURR RIDGE WILLOWBROOK BASEBALL R	0.00	6,562.50	6,500.00	100.96	(62.50)
01-00-310-820	HOLIDAY CONTRIBUTION	0.00	2,899.00	1,300.00	223.00	(1,599.00)
01-00-310-822	BRWB BASEBALL REIMB FACILITY	0.00	6,600.00	6,600.00	100.00	0.00
01-00-310-823	SPRING RECREATION FEES	0.00	0.00	4,689.00	0.00	4,689.00
	<b>PARK &amp; RECREATION CHARGES</b>	<b>3,471.04</b>	<b>44,710.29</b>	<b>63,658.00</b>	<b>70.24</b>	<b>18,947.71</b>
<b>OTHER REVENUE</b>						
01-00-310-901	REIMBURSEMENTS - IRMA	0.00	27,415.60	5,000.00	548.31	(22,415.60)
01-00-310-907	BID PROPOSAL DEPOSIT	0.00	140.00	150.00	93.33	10.00
01-00-310-908	RENTAL INCOME - 825 MIDWAY DRIVE	0.00	42,606.00	82,500.00	51.64	39,894.00
01-00-310-909	SALE - FIXED ASSETS	2,000.00	28,606.00	7,500.00	381.41	(21,106.00)
01-00-310-910	REIMBURSEMENTS - TREE PLANTING	0.00	225.00	500.00	45.00	275.00
01-00-310-911	OTHER REIMBURSEMENTS-REFUNDS	642.97	25,412.11	8,000.00	317.65	(17,412.11)
01-00-310-912	REIMBURSEMENTS-BRUSH PICK-UP	2,978.64	12,464.34	11,600.00	107.45	(864.34)
01-00-310-913	OTHER RECEIPTS	805.70	1,349.70	500.00	269.94	(849.70)
01-00-310-914	REIMB - PARK & REC MEMORIAL PROGRAM	0.00	0.00	1,000.00	0.00	1,000.00
01-00-310-915	REIMBURSEMENTS - POLICE SPECIAL DET	(365.49)	5,395.00	8,000.00	67.44	2,605.00
01-00-310-916	DONATIONS	0.00	30.00	0.00	100.00	(30.00)
01-00-310-917	REIMBURSEMENTS - PUBLIC WORKS OTHE	816.62	19,925.11	16,520.00	120.61	(3,405.11)
01-00-310-919	REIMBURSEMENTS - CD ENGINEERING	0.00	0.00	1,000.00	0.00	1,000.00
01-00-310-920	REIMBURSEMENTS - PW ENGINEERING	0.00	0.00	1,000.00	0.00	1,000.00
01-00-310-922	FEDERAL/STATE GRANTS	0.00	0.00	451,100.00	0.00	451,100.00
01-00-310-925	NICOR GAS ANNUAL PAYMENT	30,574.82	30,574.82	14,900.00	205.20	(15,674.82)
01-00-310-926	CABLE FRANCHISE FEES	54,341.95	254,196.79	194,000.00	131.03	(60,196.79)
01-00-310-930	DRUG FORFEITURES - DEA	73,551.11	73,553.76	40,000.00	183.88	(33,553.76)
01-00-310-933	NARCINT REVENUE	9,000.12	9,000.12	0.00	100.00	(9,000.12)
	<b>OTHER REVENUE</b>	<b>174,346.44</b>	<b>530,894.35</b>	<b>843,270.00</b>	<b>62.96</b>	<b>312,375.65</b>
<b>NON-OPERATING</b>						
01-00-320-108	INTEREST INCOME	1,041.56	5,093.52	750.00	679.14	(4,343.52)
	<b>NON-OPERATING</b>	<b>1,041.56</b>	<b>5,093.52</b>	<b>750.00</b>	<b>679.14</b>	<b>(4,343.52)</b>
<b>Fund 01 - GENERAL FUND:</b>						

REVENUE REPORT FOR WILLOWBROOK  
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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 04/30/2016	YTD BALANCE 04/30/2016	2015-16 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
<b>Fund 01 - GENERAL FUND</b>						
TOTAL REVENUES		821,849.63	8,884,467.44	8,652,664.00	102.68	(231,803.44)
<b>Fund 02 - WATER FUND</b>						
CHARGES & FEES		189,497.74	3,299,339.33	3,316,000.00	99.50	16,660.67
02-00-310-712	WATER SALES	777.25	5,717.47	0.00	100.00	(5,717.47)
02-00-310-713	WATER PENALTIES	(30.00)	5,670.00	0.00	100.00	(5,670.00)
02-00-310-718	SHUTOFF/INSP FEE					
CHARGES & FEES		190,244.99	3,310,726.80	3,316,000.00	99.84	5,273.20
OTHER REVENUE		720.82	10,121.21	2,600.00	389.28	(7,521.21)
02-00-310-714	WATER METER SALES	593.87	7,047.57	6,590.00	106.94	(457.57)
02-00-310-716	WATER METER READ SALES	300.00	1,500.00	1,000.00	150.00	(500.00)
02-00-310-717	OTHER REVENUE	1,614.69	18,668.78	10,190.00	183.21	(8,478.78)
OTHER REVENUE						
NON-OPERATING		264.47	2,123.03	1,000.00	212.30	(1,123.03)
02-00-320-108	INTEREST INCOME	1,200.00	13,000.00	3,000.00	433.33	(10,000.00)
02-00-320-713	WATER CONNECTION FEES	1,464.47	15,123.03	4,000.00	378.08	(11,123.03)
NON-OPERATING						
<b>Fund 02 - WATER FUND:</b>						
TOTAL REVENUES		193,324.15	3,344,518.61	3,330,190.00	100.43	(14,328.61)
<b>Fund 03 - HOTEL/MOTEL TAX FUND</b>						
OTHER TAXES		15,745.58	212,318.13	210,000.00	101.10	(2,318.13)
03-00-310-205	HOTEL/MOTEL TAX	15,745.58	212,318.13	210,000.00	101.10	(2,318.13)
OTHER TAXES						
NON-OPERATING		16.61	72.09	0.00	100.00	(72.09)
03-00-320-108	INTEREST INCOME	16.61	72.09	0.00	100.00	(72.09)
NON-OPERATING						
<b>Fund 03 - HOTEL/MOTEL TAX FUND:</b>						
TOTAL REVENUES		15,762.19	212,390.22	210,000.00	101.14	(2,390.22)
<b>Fund 04 - MOTOR FUEL TAX FUND</b>						
OTHER TAXES		16,135.96	218,870.50	203,252.00	107.68	(15,618.50)
04-00-310-216	MFT RECEIPTS	16,135.96	218,870.50	203,252.00	107.68	(15,618.50)

REVENUE REPORT FOR WILLOWBROOK  
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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 04/30/2016	YTD BALANCE 04/30/2016	2015-16 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
<b>Fund 04 - MOTOR FUEL TAX FUND</b>						
OTHER TAXES		16,135.96	218,870.50	203,252.00	107.68	(15,618.50)
NON-OPERATING						
04-00-320-108	INTEREST INCOME	100.12	450.22	45.00	1,000.49	(405.22)
NON-OPERATING		100.12	450.22	45.00	1,000.49	(405.22)
<b>Fund 04 - MOTOR FUEL TAX FUND:</b>						
TOTAL REVENUES		16,236.08	219,320.72	203,297.00	107.88	(16,023.72)
<b>Fund 06 - SSA ONE BOND &amp; INTEREST FUND</b>						
PROPERTY TAX		0.00	325,546.56	322,315.00	101.00	(3,231.56)
06-00-310-101	PROPERTY TAX RECEIPTS	0.00	325,546.56	322,315.00	101.00	(3,231.56)
PROPERTY TAX						
NON-OPERATING		1.20	34.92	5.00	698.40	(29.92)
06-00-320-108	INTEREST INCOME	1.20	34.92	5.00	698.40	(29.92)
NON-OPERATING						
<b>Fund 06 - SSA ONE BOND &amp; INTEREST FUND:</b>						
TOTAL REVENUES		1.20	325,581.48	322,320.00	101.01	(3,261.48)
<b>Fund 07 - POLICE PENSION FUND</b>						
OTHER REVENUE		70,907.31	638,165.79	0.00	100.00	(638,165.79)
07-00-310-607	VILLAGE CONTRIBUTION	23,023.29	205,771.89	0.00	100.00	(205,771.89)
07-00-310-906	POLICE CONTRIBUTIONS	93,930.60	843,937.68	0.00	100.00	(843,937.68)
OTHER REVENUE						
NON-OPERATING		62,244.71	653,018.91	0.00	100.00	(653,018.91)
07-00-320-108	INTEREST INCOME	667,566.22	(599,762.15)	0.00	100.00	599,762.15
07-00-320-110	UNREALIZED GAIN OR LOSS ON INVESTME	48,549.76	(266,276.61)	0.00	100.00	266,276.61
07-00-320-111	GAIN/LOSS ON INVESTMENTS	778,360.69	(213,019.85)	0.00	100.00	213,019.85
NON-OPERATING						
<b>Fund 07 - POLICE PENSION FUND:</b>						
TOTAL REVENUES		872,291.29	630,917.83	0.00	100.00	(630,917.83)

REVENUE REPORT FOR WILLOWBROOK  
 PERIOD ENDING 04/30/2016

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 04/30/2016	YTD BALANCE 04/30/2016	2015-16		AVAILABLE BALANCE
				ORIGINAL BUDGET	% BDGT USED	
<b>Fund 09 - WATER CAPITAL IMPROVEMENTS FUND</b>						
NON-OPERATING						
09-00-320-108	INTEREST INCOME	90.92	496.77	50.00	993.54	(446.77)
NON-OPERATING		90.92	496.77	50.00	993.54	(446.77)
TRANSFERS IN		0.00	100,000.00	100,000.00	100.00	0.00
09-00-330-102	TRANSFER FROM WATER	0.00	100,000.00	100,000.00	100.00	0.00
TRANSFERS IN						
<b>Fund 09 - WATER CAPITAL IMPROVEMENTS FUND:</b>						
TOTAL REVENUES		90.92	100,496.77	100,050.00	100.45	(446.77)
<b>Fund 10 - CAPITAL PROJECT FUND</b>						
NON-OPERATING						
10-00-320-108	INTEREST INCOME	23.14	112.63	10.00	1,126.30	(102.63)
NON-OPERATING		23.14	112.63	10.00	1,126.30	(102.63)
<b>Fund 10 - CAPITAL PROJECT FUND:</b>						
TOTAL REVENUES		23.14	112.63	10.00	1,126.30	(102.63)
<b>Fund 11 - DEBT SERVICE FUND</b>						
NON-OPERATING						
11-00-320-108	INTEREST INCOME	0.05	1.55	0.00	100.00	(1.55)
NON-OPERATING		0.05	1.55	0.00	100.00	(1.55)
TRANSFERS IN						
11-00-330-101	TRANSFER FROM GENERAL FUND	0.00	163,228.61	164,029.00	99.51	800.39
11-00-330-102	TRANSFER FROM WATER	0.00	47,119.92	54,283.00	86.80	7,163.08
TRANSFERS IN		0.00	210,348.53	218,312.00	96.35	7,963.47
<b>Fund 11 - DEBT SERVICE FUND:</b>						
TOTAL REVENUES		0.05	210,350.08	218,312.00	96.35	7,961.92
<b>Fund 14 - LAND ACQUISITION, FACILITY, EXPANSION &amp; OTHER REVENUE</b>						
14-00-310-901	MISC REVENUE	43.25	43.25	0.00	100.00	(43.25)

REVENUE REPORT FOR WILLOWBROOK  
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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 04/30/2016	YTD BALANCE 04/30/2016	2015-16 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
<b>Fund 14 - LAND ACQUISITION, FACILITY, EXPANSION &amp; OTHER REVENUE</b>						
		43.25	43.25	0.00	100.00	(43.25)
<b>NON-OPERATING</b>						
14-00-320-108	INTEREST INCOME	728.29	3,580.07	100.00	3,580.07	(3,480.07)
		728.29	3,580.07	100.00	3,580.07	(3,480.07)
<b>TRANSFERS IN</b>						
14-00-330-101	TRANSFER FROM GENERAL FUND	552.45	111,307.76	0.00	100.00	(111,307.76)
		552.45	111,307.76	0.00	100.00	(111,307.76)
<b>Fund 14 - LAND ACQUISITION, FACILITY, EXPANSION &amp; :</b>						
<b>TOTAL REVENUES</b>						
		1,323.99	114,931.08	100.00	114,931.0	(114,831.08)
<b>TOTAL REVENUES - ALL FUNDS</b>						
		1,920,902.64	14,043,086.86	13,036,943.00	100.00	(1,006,143.86)

EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 04/30/2016

GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE	2015-16 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP. AVAIL.
		MONTH 04/30/2016	04/30/2016					
<b>Fund 01 - GENERAL FUND</b>								
<b>Dept 05-VILLAGE BOARD &amp; CLERK</b>								
<b>GENERAL MANAGEMENT</b>								
01-05-400-147	EMPLOYEE BENEFITS - MEDICA	70.29	687.14	687.30	99.98	1,374.60	687.46	
01-05-400-161	SOCIAL SECURITY/FICA	300.53	2,957.24	2,939.00	100.62	(18.24)	5,878.00	2,920.76
01-05-410-101	SALARIES PRESIDENT & VILLAG	3,900.00	38,800.00	40,200.00	96.52	1,400.00	80,400.00	41,600.00
01-05-410-125	SALARY - VILLAG CLERK	600.00	7,200.00	7,200.00	100.00	0.00	14,400.00	7,200.00
01-05-410-141	LIFE INS BENEFIT -APPOINTED/	78.21	1,454.92	905.00	160.76	(549.92)	1,810.00	355.08
01-05-410-201	PHONE - TELEPHONES	62.17	626.49	750.00	83.53	123.51	1,510.00	873.51
01-05-410-301	OFFICE SUPPLIES	0.00	347.27	760.00	45.69	412.73	1,520.00	1,172.73
01-05-410-303	FUEL/MILEAGE/WASH	0.00	5.03	100.00	5.03	94.97	200.00	194.97
01-05-410-304	SCHOOLS/CONFERENCES/TRA	0.00	5,949.14	5,190.00	114.63	(759.14)	10,380.00	4,430.86
01-05-410-307	FEES/DUES/SUBSCRIPTIONS	277.00	2,913.30	1,952.00	149.25	(961.30)	3,904.00	990.70
01-05-410-308	WELLNESS	0.00	0.00	1,480.00	0.00	1,480.00	2,960.00	2,960.00
<b>GENERAL MANAGEMENT</b>		<b>5,288.20</b>	<b>60,940.53</b>	<b>62,163.30</b>	<b>98.03</b>	<b>1,222.77</b>	<b>124,326.60</b>	<b>63,386.07</b>
<b>COMMUNITY RELATIONS</b>								
01-05-420-365	PUBLIC RELATIONS	0.00	24.74	500.00	4.95	475.26	1,000.00	975.26
<b>COMMUNITY RELATIONS</b>		<b>0.00</b>	<b>24.74</b>	<b>500.00</b>	<b>4.95</b>	<b>475.26</b>	<b>1,000.00</b>	<b>975.26</b>
<b>Total Dept 05-VILLAG BOARD &amp; CLERK</b>		<b>5,288.20</b>	<b>60,965.27</b>	<b>62,663.30</b>	<b>97.29</b>	<b>1,698.03</b>	<b>125,326.60</b>	<b>64,361.33</b>
<b>Dept 07-BOARD OF POLICE COMMISSIONERS</b>								
<b>ADMINISTRATION</b>								
01-07-435-104	PART TIME - CLERICAL	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
01-07-435-148	LIFE INS BENEFIT -APPOINTED/	29.20	243.80	565.00	43.15	321.20	1,130.00	886.20
01-07-435-239	FEES - BOPC ATTORNEY	0.00	487.50	10,000.00	4.88	9,512.50	20,000.00	19,512.50
01-07-435-301	OFFICE SUPPLIES	0.00	64.96	100.00	64.96	35.04	200.00	135.04
01-07-435-302	PRINTING & PUBLISHING	0.00	70.44	1,000.00	7.04	929.56	2,000.00	1,929.56
01-07-435-304	SCHOOLS/CONFERENCES/TRA	26.00	166.00	0.00	100.00	(166.00)	1,000.00	(166.00)
01-07-435-307	FEES/DUES/SUBSCRIPTIONS	0.00	605.00	500.00	121.00	(105.00)	1,000.00	395.00
01-07-435-311	POSTAGE & METER RENT	0.00	10.00	500.00	2.00	490.00	1,000.00	990.00
<b>ADMINISTRATION</b>		<b>55.20</b>	<b>1,647.70</b>	<b>13,165.00</b>	<b>12.52</b>	<b>11,517.30</b>	<b>26,330.00</b>	<b>24,682.30</b>
<b>OTHER</b>								
01-07-440-542	EXAMS - WRITTEN	0.00	0.00	4,000.00	0.00	4,000.00	8,000.00	8,000.00
01-07-440-543	EXAMS - PHYSICAL	0.00	810.00	500.00	162.00	(310.00)	1,000.00	190.00
01-07-440-544	EXAMS - PSYCHOLOGICAL	500.00	2,000.00	3,500.00	57.14	1,500.00	7,000.00	5,000.00
01-07-440-545	EXAMS - POLYGRAPH	160.00	880.00	1,000.00	88.00	120.00	2,000.00	1,120.00
<b>OTHER</b>		<b>660.00</b>	<b>3,690.00</b>	<b>9,000.00</b>	<b>41.00</b>	<b>5,310.00</b>	<b>18,000.00</b>	<b>14,310.00</b>
<b>Total Dept 07-BOARD OF POLICE COMMISSIONERS</b>		<b>715.20</b>	<b>5,337.70</b>	<b>22,165.00</b>	<b>24.08</b>	<b>16,827.30</b>	<b>44,330.00</b>	<b>38,992.30</b>
<b>Dept 10-ADMINISTRATION</b>								
<b>GENERAL MANAGEMENT</b>								
01-10-400-147	EMPLOYEE BENEFITS - MEDICA	404.26	3,632.44	3,202.00	113.44	(430.44)	6,404.00	2,771.56

EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 04/30/2016

GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE	ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
		MONTH 04/30/2016	2015-16 BUDGET						
Fund 01 - GENERAL FUND									
01-10-400-151	IMRF	4,672.21	40,340.00	44,054.86	40,340.00	109.21	(3,714.86)	80,680.00	36,625.14
01-10-400-161	SOCIAL SECURITY/FICA	1,728.57	10,989.00	14,023.22	10,989.00	127.61	(3,034.22)	21,978.00	7,954.78
01-10-455-101	SALARIES - MANAGEMENT STA	9,350.16	81,034.00	88,692.89	81,034.00	109.45	(7,658.89)	162,068.00	73,375.11
01-10-455-102	OVERTIME	1,129.18	5,000.00	6,370.55	5,000.00	127.41	(1,370.55)	10,000.00	3,629.45
01-10-455-106	ASST TO VILLAGE ADMINISTRA	7,366.55	63,842.00	67,086.06	63,842.00	105.08	(3,244.06)	127,684.00	60,597.94
01-10-455-107	ADMINISTRATIVE INTERN	1,338.00	23,682.00	8,178.00	23,682.00	34.53	15,504.00	47,364.00	39,186.00
01-10-455-126	SALARIES - CLERICAL	8,184.24	70,930.00	73,598.33	70,930.00	103.76	(2,668.33)	141,860.00	68,261.67
01-10-455-131	PERSONNEL RECRUITMENT	0.00	550.00	0.00	550.00	0.00	550.00	1,100.00	1,100.00
01-10-455-141	EMPLOYEE BENEFIT - MEDICAL	853.63	15,258.00	14,806.16	15,258.00	97.04	451.84	30,516.00	15,709.84
01-10-455-144	EMPLOYEE BENEFIT - UNEMPL	194.02	330.00	227.71	330.00	69.00	102.29	660.00	432.29
01-10-455-201	PHONE - TELEPHONES	1,105.27	12,500.00	19,882.50	12,500.00	159.06	(7,382.50)	25,000.00	5,117.50
01-10-455-266	CODIFY ORDINANCES	0.00	3,000.00	1,091.00	3,000.00	36.37	1,909.00	6,000.00	4,909.00
01-10-455-301	OFFICE SUPPLIES	1,430.82	10,000.00	8,223.19	10,000.00	82.23	1,776.81	20,000.00	11,776.81
01-10-455-302	PRINTING & PUBLISHING	0.00	3,000.00	3,194.64	3,000.00	106.49	(194.64)	6,000.00	2,805.36
01-10-455-303	FUEL/MILEAGE/WASH	261.34	2,800.00	1,609.70	2,800.00	57.49	1,190.30	5,600.00	3,990.30
01-10-455-304	SCHOOLS/CONFERENCES/TRA	27.00	3,340.00	2,866.52	3,340.00	85.82	473.48	6,680.00	3,813.48
01-10-455-307	FEES/DUES/SUBSCRIPTIONS	63.95	15,010.00	9,190.32	15,010.00	61.23	5,819.68	30,020.00	20,829.68
01-10-455-311	POSTAGE & METER RENT	1,086.90	6,955.00	6,283.28	6,955.00	90.34	671.72	13,910.00	7,626.72
01-10-455-315	COPY SERVICE	446.59	4,000.00	5,059.33	4,000.00	126.48	(1,059.33)	8,000.00	2,940.67
01-10-455-355	COMMISSARY PROVISION	207.02	2,000.00	635.38	2,000.00	31.77	1,364.62	4,000.00	3,364.62
01-10-455-409	MAINTENANCE - VEHICLES	0.00	1,000.00	1,068.12	1,000.00	106.81	(68.12)	2,000.00	931.88
01-10-455-411	MAINTENANCE - EQUIPMENT	0.00	750.00	(1.83)	750.00	0.00	750.00	1,500.00	1,500.00
01-10-455-505	CASH - OVER OR SHORT	0.00	0.00	0.00	0.00	100.00	1.83	570,334.00	285,166.56
01-10-455-513	SALES TAX REBATE- TOWN CE	0.00	285,167.44	285,167.44	285,167.00	100.00	(0.44)	1,329,358.00	664,418.19
GENERAL MANAGEMENT		39,849.71	664,679.00	664,939.81	664,679.00	100.04	(260.81)	1,329,358.00	664,418.19
COMMUNITY RELATIONS									
01-10-475-365	PUBLIC RELATIONS	110.00	4,250.00	9,609.73	4,250.00	226.11	(5,359.73)	8,500.00	(1,109.73)
01-10-475-366	NEWSLETTER	0.00	3,500.00	0.00	3,500.00	0.00	3,500.00	7,000.00	7,000.00
01-10-475-370	MEALS-ON-WHEELS	0.00	1,500.00	0.00	1,500.00	0.00	1,500.00	3,000.00	3,000.00
01-10-475-372	SENIOR CITIZEN TAXI PROGRA	0.00	1,200.00	1,250.00	1,200.00	104.17	(50.00)	2,400.00	1,150.00
COMMUNITY RELATIONS		110.00	10,450.00	10,859.73	10,450.00	103.92	(409.73)	20,900.00	10,040.27
CAPITAL IMPROVEMENTS									
01-10-485-602	BUILDING IMPROVEMENTS	0.00	15,000.00	0.00	15,000.00	0.00	15,000.00	30,000.00	30,000.00
01-10-485-611	FURNITURE & OFFICE EQUIPME	0.00	18,500.00	16,777.00	18,500.00	90.69	1,723.00	37,000.00	20,223.00
01-10-485-641	EDP EQUIPMENT	10,398.00	20,004.00	14,496.00	20,004.00	72.47	5,508.00	40,008.00	25,512.00
01-10-485-642	PEG CHANNEL EQUIPMENT	0.00	7,965.00	0.00	7,965.00	0.00	7,965.00	15,930.00	15,930.00
01-10-485-643	9/11 ARTIFACT	1,373.40	0.00	1,373.40	0.00	100.00	(1,373.40)	2,400.00	(1,373.40)
CAPITAL IMPROVEMENTS		11,771.40	61,469.00	32,646.40	61,469.00	53.11	28,822.60	122,938.00	90,291.60
DATA PROCESSING									
01-10-460-212	EDP SOFTWARE	129.85	7,473.00	7,012.40	7,473.00	93.84	460.60	14,946.00	7,933.60
01-10-460-305	PERSONNEL TRAINING	0.00	250.00	0.00	250.00	0.00	250.00	500.00	500.00
01-10-460-306	CONSULTING SERVICES	0.00	3,200.00	3,446.42	3,200.00	107.70	(246.42)	6,400.00	2,953.58
01-10-460-331	OPERATING SUPPLIES	0.00	500.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
DATA PROCESSING		129.85	11,423.00	10,458.82	11,423.00	91.56	964.18	22,846.00	12,387.18

EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 04/30/2016

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 04/30/2016	YTD BALANCE 04/30/2016	2015-16 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP. BALANCE	APPROP. AVAIL.
<b>Fund 01 - GENERAL FUND</b>								
<b>BUILDINGS</b>								
01-10-466-228	MAINTENANCE - BUILDING	8,838.53	68,002.06	58,773.00	115.70	(9,229.06)	117,546.00	49,543.94
01-10-466-235	NICOR GAS (7760 QUINCY)	767.49	3,668.46	5,250.00	69.88	1,581.54	10,500.00	6,831.54
01-10-466-236	NICOR GAS (835 MIDWAY)	232.80	1,695.49	4,000.00	42.39	2,304.51	8,000.00	6,304.51
01-10-466-237	NICOR GAS (825 MIDWAY)	533.78	1,727.99	1,250.00	138.24	(477.99)	2,500.00	772.01
01-10-466-240	ENERGY/COMED (835 MIDWAY)	281.01	2,869.02	4,250.00	67.51	1,380.98	8,500.00	5,630.98
01-10-466-241	ENERGY/COMED (825 MIDWAY)	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
01-10-466-250	SANITARY (7760 QUINCY)	0.00	114.17	300.00	38.06	185.83	600.00	485.83
01-10-466-251	SANITARY (835 MIDWAY)	0.00	314.38	300.00	104.79	(14.38)	600.00	285.62
01-10-466-252	SANITARY (825 MIDWAY)	0.00	123.84	300.00	41.28	176.16	600.00	476.16
01-10-466-293	LANDSCAPE - VILLAGE HALL	0.00	1,851.23	7,500.00	24.68	5,648.77	15,000.00	13,148.77
01-10-466-351	BUILDING MAINTENANCE SUPP	46.70	5,536.13	11,400.00	48.56	5,863.87	22,800.00	17,263.87
	<b>BUILDINGS</b>	<b>10,700.31</b>	<b>85,902.77</b>	<b>93,823.00</b>	<b>91.56</b>	<b>7,920.23</b>	<b>187,646.00</b>	<b>101,743.23</b>
<b>LEGAL</b>								
01-10-470-239	FEES - VILLAGE ATTORNEY	6,445.65	54,706.18	80,000.00	68.38	25,293.82	160,000.00	105,293.82
01-10-470-241	FEES - SPECIAL ATTORNEY	3,206.10	4,332.15	4,000.00	108.30	(332.15)	8,000.00	3,667.85
01-10-470-242	FEES - LABOR COUNSEL	0.00	0.00	15,000.00	0.00	15,000.00	30,000.00	30,000.00
	<b>LEGAL</b>	<b>9,651.75</b>	<b>59,038.33</b>	<b>99,000.00</b>	<b>59.63</b>	<b>39,961.67</b>	<b>198,000.00</b>	<b>138,961.67</b>
<b>FINANCIAL AUDIT</b>								
01-10-471-252	FINANCIAL SERVICES	0.00	1,750.00	0.00	100.00	(1,750.00)	(1,750.00)	(1,750.00)
	<b>FINANCIAL AUDIT</b>	<b>0.00</b>	<b>1,750.00</b>	<b>0.00</b>	<b>100.00</b>	<b>(1,750.00)</b>	<b>(1,750.00)</b>	<b>(1,750.00)</b>
<b>RISK MANAGEMENT</b>								
01-10-480-272	INSURANCE - IRMA	0.00	219,500.00	232,037.00	94.60	12,537.00	464,074.00	244,574.00
01-10-480-273	SELF INSURANCE - DEDUCTIBL	0.00	721.00	2,500.00	28.84	1,779.00	5,000.00	4,279.00
01-10-480-276	WELLNESS	96.50	2,142.32	14,175.00	15.11	12,032.68	28,350.00	26,207.68
	<b>RISK MANAGEMENT</b>	<b>96.50</b>	<b>222,363.32</b>	<b>248,712.00</b>	<b>89.41</b>	<b>26,348.68</b>	<b>497,424.00</b>	<b>275,060.68</b>
<b>TRANSFERS TO OTHER FUNDS</b>								
01-10-900-111	TRANSFER TO DEBT SERVICE	0.00	69,768.00	69,768.00	100.00	0.00	139,536.00	69,768.00
01-10-900-112	TRANSFER TO DEBT SERVICE	0.00	93,460.61	94,261.00	99.15	800.39	188,522.00	95,061.39
01-10-900-114	TRANSFER TO LAFER	552.45	111,307.76	0.00	100.00	(111,307.76)	(111,307.76)	(111,307.76)
	<b>TRANSFERS TO OTHER FUNDS</b>	<b>552.45</b>	<b>274,536.37</b>	<b>164,029.00</b>	<b>167.37</b>	<b>(110,507.37)</b>	<b>328,058.00</b>	<b>53,521.63</b>
	<b>Total Dept 10-ADMINISTRATION</b>	<b>72,861.97</b>	<b>1,362,495.55</b>	<b>1,353,585.00</b>	<b>100.66</b>	<b>(8,910.55)</b>	<b>2,707,170.00</b>	<b>1,344,674.45</b>
<b>Dept 15-PLANNING &amp; ECONOMIC DEVELOPMENT</b>								
<b>GENERAL MANAGEMENT</b>								
01-15-400-147	EMPLOYEE BENEFITS - MEDICA	47.13	396.54	394.24	100.58	(2.30)	788.48	391.94
01-15-400-151	IMRF	585.80	5,096.54	4,967.00	102.61	(129.54)	9,934.00	4,837.46
01-15-400-161	SOCIAL SECURITY/FICA	201.60	1,695.72	1,685.72	100.59	(10.00)	3,371.44	1,675.72
01-15-510-102	OVERTIME	328.87	1,000.63	500.00	200.13	(500.63)	1,000.00	(0.63)
01-15-510-126	SALARIES - CLERICAL	3,028.13	27,641.94	26,689.00	103.57	(952.94)	53,378.00	25,736.06
01-15-510-141	EMPLOYEE BENEFITS - MEDICA	695.48	9,100.04	9,096.00	100.04	(4.04)	18,192.00	9,091.96

EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 04/30/2016

GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE 04/30/2016	2015-16		% BDGT USED	AVAILABLE BALANCE	APPROP.	APPROP. AVAIL.
		MONTH 04/30/2016	04/30/2016		ORIGINAL BUDGET	BUDGET				
Fund 01 - GENERAL FUND										
01-15-510-144	EMPLOYEE BENEFITS - UNEMP	35.65	39.75	55.00	72.27	15.25	110.00	70.25		
01-15-510-232	CONSULTANTS - DESIGN & OTH	0.00	0.00	31,500.00	0.00	31,500.00	63,000.00	63,000.00		
01-15-510-301	OFFICE SUPPLIES	0.00	0.00	200.00	0.00	200.00	400.00	400.00		
01-15-510-302	PRINTING & PUBLISHING	3,115.36	5,182.22	3,000.00	172.74	(2,182.22)	6,000.00	817.78		
01-15-510-307	FEES/DUES/SUBSCRIPTIONS	85.00	797.75	400.00	199.44	(397.75)	800.00	2.25		
01-15-510-311	POSTAGE & METER RENT	22.17	495.40	750.00	66.05	254.60	1,500.00	1,004.60		
01-15-510-340	PLAN COMMISSION COMPENSA	58.39	608.06	815.00	74.61	206.94	1,630.00	1,021.94		
01-15-510-401	OPERATING EQUIPMENT	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00		
	GENERAL MANAGEMENT	8,203.58	52,054.59	80,551.96	64.62	28,497.37	161,103.92	109,049.33		
CAPITAL IMPROVEMENTS										
01-15-540-641	EDP NEW EQUIPMENT	0.00	0.00	2.00	0.00	2.00	4.00	4.00		
	CAPITAL IMPROVEMENTS	0.00	0.00	2.00	0.00	2.00	4.00	4.00		
DATA PROCESSING										
01-15-515-305	EDP PERSONNEL TRAINING	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00		
01-15-515-306	CONSULTING SERVICES	0.00	0.00	1,500.00	0.00	1,500.00	3,000.00	3,000.00		
	DATA PROCESSING	0.00	0.00	2,000.00	0.00	2,000.00	4,000.00	4,000.00		
ENGINEERING										
01-15-520-229	RENT - MEETING ROOM	0.00	0.00	150.00	0.00	150.00	300.00	300.00		
01-15-520-245	FEES - ENGINEERING	0.00	275.00	3,000.00	9.17	2,725.00	6,000.00	5,725.00		
01-15-520-246	FEES - COURT REPORTER	904.55	4,052.26	2,500.00	162.09	(1,552.26)	5,000.00	947.74		
01-15-520-247	REIMB EXP - ENGINEERING	0.00	2,010.65	0.00	100.00	(2,010.65)	25,000.00	(2,010.65)		
01-15-520-254	PLAN REVIEW - ENGINEERING	5,138.93	37,189.84	12,500.00	297.52	(24,689.84)	137,500.00	(12,189.84)		
01-15-520-257	PLAN REVIEW - PLANNER	8,276.40	86,161.21	68,750.00	125.33	(17,411.21)	14,400.00	51,338.79		
01-15-520-258	PLAN REVIEW - TRAFFIC CONS	149.40	1,335.60	7,200.00	18.55	5,864.40	14,400.00	13,064.40		
	ENGINEERING	14,469.28	131,024.56	94,100.00	139.24	(36,924.56)	188,200.00	57,175.44		
RISK MANAGEMENT										
01-15-535-273	SELF INSURANCE - DEDUCTIBL	0.00	0.00	2,500.00	0.00	2,500.00	5,000.00	5,000.00		
	RISK MANAGEMENT	0.00	0.00	2,500.00	0.00	2,500.00	5,000.00	5,000.00		
Total Dept 15-PLANNING & ECONOMIC DEVELOPMEN		22,672.86	183,079.15	179,153.96	102.19	(3,925.19)	358,307.92	175,228.77		
Dept 20-PARKS & RECREATION										
CAPITAL IMPROVEMENTS										
01-20-595-641	EDP EQUIPMENT	0.00	0.00	1.00	0.00	1.00	2.00	2.00		
01-20-595-695	PARK IMPROVEMENTS - NEIGH	0.00	0.00	820,000.00	0.00	820,000.00	1,640,000.00	1,640,000.00		
	CAPITAL IMPROVEMENTS	0.00	0.00	820,001.00	0.00	820,001.00	1,640,002.00	1,640,002.00		
ADMINISTRATION										
01-20-400-147	EMPLOYEE BENEFITS - MEDICA	66.99	728.66	632.61	115.18	(96.05)	1,265.22	536.56		
01-20-400-151	IMRF	715.03	2,618.97	5,666.00	46.22	3,047.03	11,332.00	8,713.03		
01-20-400-161	SOCIAL SECURITY/FICA	286.43	3,115.60	2,704.94	115.18	(410.66)	5,409.88	2,294.28		



EXPENDITURE REPORT FOR WILLOWBROOK  
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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 04/30/2016	YTD BALANCE 04/30/2016	2015-16 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP. AVAIL.
Fund 01 - GENERAL FUND							
01-20-580-111	RECREATION INSTRUCTORS	0.00	0.00	442.00	0.00	442.00	884.00
01-20-580-118	FALL PROGRAM MATERIALS & S	0.00	535.32	5,062.00	10.58	4,526.68	10,124.00
01-20-580-517	SENIORS PROGRAM	0.00	4,666.67	4,542.00	102.74	(124.67)	9,084.00
FALL PROGRAM		0.00	5,201.99	10,046.00	51.78	4,844.01	20,092.00
14,890.01							
WINTER PROGRAM							
01-20-585-112	RECREATION INSTRUCTORS	0.00	151.21	500.00	30.24	348.79	1,000.00
01-20-585-121	WINTER PROGRAM MATERIALS	0.00	2,150.00	6,429.00	33.44	4,279.00	12,858.00
01-20-585-150	CHILDRENS SPECIAL EVENTS -	0.00	2,968.44	2,496.00	118.93	(472.44)	4,992.00
01-20-585-151	FAMILY SPECIAL EVENT - MOVI	0.00	1,397.84	1,321.00	105.82	(76.84)	2,642.00
01-20-585-152	FAMILY SPECIAL EVENT - TREE	0.00	232.50	7,000.00	3.32	6,767.50	14,000.00
01-20-585-153	FAMILY SPECIAL EVENT - BACK	0.00	0.00	3,181.00	0.00	3,181.00	6,362.00
01-20-585-154	FAMILY SPECIAL EVENT - RACE	7,578.78	10,098.29	21,000.00	48.09	10,901.71	42,000.00
01-20-585-232	RENT - FACILITY	0.00	0.00	300.00	0.00	300.00	600.00
01-20-585-517	SENIORS PROGRAM	0.00	4,666.66	4,542.00	102.74	(124.66)	9,084.00
WINTER PROGRAM		7,578.78	21,664.94	46,769.00	46.32	25,104.06	93,538.00
71,873.06							
SPRING PROGRAM							
01-20-586-112	RECREATION INSTRUCTORS - S	0.00	0.00	1,800.00	0.00	1,800.00	3,600.00
01-20-586-121	SPRING PROGRAM MATERIALS	0.00	0.00	3,378.00	0.00	3,378.00	6,756.00
SPRING PROGRAM		0.00	0.00	5,178.00	0.00	5,178.00	10,356.00
10,356.00							
SPECIAL RECREATION							
01-20-590-518	SPECIAL RECREATION ASSOC	0.00	36,318.02	35,606.00	102.00	(712.02)	71,212.00
01-20-590-520	ADA RECREATION ACCOMMOD	0.00	0.00	11,175.00	0.00	11,175.00	22,350.00
01-20-590-521	ADA PARK IMPROVEMENTS	0.00	3,360.00	66,492.00	5.05	63,132.00	132,984.00
SPECIAL RECREATION		0.00	39,678.02	113,273.00	35.03	73,594.98	226,546.00
186,867.98							
Total Dept 20-PARKS & RECREATION		27,883.27	253,020.21	1,226,281.55	20.63	973,261.34	2,452,563.10
2,199,542.89							
Dept 25-FINANCE DEPARTMENT							
GENERAL MANAGEMENT							
01-25-400-147	EMPLOYEE BENEFITS - MEDICA	353.02	3,024.85	1,533.00	197.32	(1,491.85)	3,066.00
01-25-400-151	IMRF	3,907.06	33,534.45	12,636.00	265.39	(20,898.45)	25,272.00
01-25-400-161	SOCIAL SECURITY/FICA	1,509.42	12,933.73	6,556.50	197.27	(6,377.23)	13,113.00
01-25-610-101	SALARIES	14,076.96	112,615.69	0.00	100.00	(112,615.69)	(112,615.69)
01-25-610-102	OVERTIME	225.75	3,833.10	1,500.00	255.54	(2,333.10)	3,000.00
01-25-610-104	PART TIME - CLERICAL	2,705.10	25,533.97	36,585.00	69.79	11,051.03	73,170.00
01-25-610-126	SALARIES - CLERICAL	7,807.68	70,211.95	67,665.00	103.76	(2,546.95)	135,330.00
01-25-610-141	EMPLOYEE BENEFIT - MEDICAL	1,965.19	24,307.20	18,237.00	133.29	(6,070.20)	36,474.00
01-25-610-144	EMPLOYEE BENEFIT - UNEMPL	170.80	440.09	421.00	104.53	(19.09)	842.00
01-25-610-301	OFFICE SUPPLIES	605.85	2,131.45	3,730.00	57.14	1,598.55	7,460.00
01-25-610-302	PRINTING & PUBLISHING	0.00	1,125.48	1,000.00	112.55	(125.48)	2,000.00
01-25-610-303	FUEL/MILEAGE/WASH	60.59	89.03	0.00	100.00	(89.03)	1,000.00
01-25-610-304	SCHOOLS/CONFERENCES/TRA	26.00	246.00	500.00	49.20	254.00	1,000.00
01-25-610-307	FEES/DUES/SUBSCRIPTIONS	105.52	13,355.80	7,200.00	185.50	(6,155.80)	14,400.00
1,044.20							



EXPENDITURE REPORT FOR WILLOWBROOK  
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GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE	2015-16		% BDGT	AVAILABLE	APPROP.	APPROP. AVAIL.
		MONTH	04/30/2016		ORIGINAL	BUDGET				
Fund 01 - GENERAL FUND										
01-30-630-241	FEES - FIELD COURT ATTORNE	0.00	11,914.00	11,914.00	12,000.00	99.28	86.00	24,000.00	24,000.00	12,086.00
01-30-630-242	DUPAGE CHILDREN'S CENTER	0.00	3,000.00	3,000.00	3,000.00	100.00	0.00	6,000.00	6,000.00	3,000.00
01-30-630-245	FIRING RANGE	180.70	1,075.26	1,075.26	2,000.00	53.76	924.74	4,000.00	4,000.00	2,924.74
01-30-630-246	RED LIGHT - ADJUDICATOR	0.00	1,930.00	1,930.00	7,000.00	27.57	5,070.00	14,000.00	14,000.00	12,070.00
01-30-630-247	RED LIGHT - CAMERA FEES	13,485.00	119,266.22	119,266.22	269,700.00	44.22	150,433.78	539,400.00	539,400.00	420,133.78
01-30-630-248	RED LIGHT - COM ED	111.06	1,460.04	1,460.04	2,400.00	60.84	939.96	4,800.00	4,800.00	3,339.96
01-30-630-249	RED LIGHT - MISC FEE	2,022.99	11,690.53	11,690.53	14,000.00	83.50	2,309.47	28,000.00	28,000.00	16,309.47
01-30-630-301	OFFICE SUPPLIES	842.42	4,898.93	4,898.93	6,600.00	74.23	1,701.07	13,200.00	13,200.00	8,301.07
01-30-630-302	PRINTING & PUBLISHING	1,080.14	6,493.76	6,493.76	5,450.00	119.15	(1,043.76)	10,900.00	10,900.00	4,406.24
01-30-630-303	FUEL/MILEAGE/WASH	6,768.03	57,100.48	57,100.48	92,300.00	61.86	35,199.52	184,600.00	184,600.00	127,499.52
01-30-630-304	SCHOOLS/CONFERENCES/TRA	631.77	8,153.77	8,153.77	25,000.00	32.62	16,846.23	50,000.00	50,000.00	41,846.23
01-30-630-305	TUITION REIMBURSEMENT	0.00	0.00	0.00	3,000.00	0.00	3,000.00	6,000.00	6,000.00	6,000.00
01-30-630-307	FEES/DUES/SUBSCRIPTIONS	946.00	14,429.99	14,429.99	12,500.00	115.44	(1,929.99)	25,000.00	25,000.00	10,570.01
01-30-630-308	CADET PROGRAM	1,373.55	4,011.22	4,011.22	4,000.00	100.28	(11.22)	8,000.00	8,000.00	3,988.78
01-30-630-311	POSTAGE & METER RENT	511.01	3,250.01	3,250.01	4,000.00	81.25	749.99	8,000.00	8,000.00	4,749.99
01-30-630-315	COPY SERVICE	410.02	2,403.55	2,403.55	4,000.00	60.09	1,596.45	8,000.00	8,000.00	5,596.45
01-30-630-331	OPERATING SUPPLIES	0.00	887.70	887.70	6,000.00	14.80	5,112.30	12,000.00	12,000.00	11,112.30
01-30-630-345	UNIFORMS	2,580.29	27,794.36	27,794.36	29,000.00	95.84	1,205.64	58,000.00	58,000.00	30,205.64
01-30-630-346	AMMUNITION	0.00	0.00	0.00	12,000.00	0.00	12,000.00	24,000.00	24,000.00	24,000.00
01-30-630-401	OPERATING EQUIPMENT	2,732.47	23,060.23	23,060.23	23,000.00	100.26	(60.23)	46,000.00	46,000.00	22,939.77
01-30-630-405	FURNITURE & OFFICE EQUIPME	281.00	500.00	500.00	500.00	100.00	0.00	1,000.00	1,000.00	500.00
01-30-630-409	MAINTENANCE - VEHICLES	3,967.84	54,216.19	54,216.19	72,000.00	75.30	17,783.81	144,000.00	144,000.00	89,783.81
01-30-630-421	MAINTENANCE - RADIO EQUIPM	4,950.00	4,950.00	4,950.00	6,300.00	78.57	1,350.00	12,600.00	12,600.00	7,650.00
ADMINISTRATION		465,400.11	4,268,007.34	4,268,007.34	4,342,730.00	98.28	74,272.66	8,685,460.00	8,685,460.00	4,417,452.66
DATA PROCESSING										
01-30-640-212	EDP SOFTWARE	750.00	3,528.05	3,528.05	6,600.00	53.46	3,071.95	13,200.00	13,200.00	9,671.95
01-30-640-263	EDP EQUIPMENT MAINTENANC	0.00	20,000.00	20,000.00	11,000.00	181.82	(9,000.00)	22,000.00	22,000.00	2,000.00
01-30-640-306	CONSULTING SERVICES	0.00	0.00	0.00	1,500.00	0.00	1,500.00	3,000.00	3,000.00	3,000.00
DATA PROCESSING		750.00	23,528.05	23,528.05	19,100.00	123.18	(4,428.05)	38,200.00	38,200.00	14,671.95
RISK MANAGEMENT										
01-30-645-273	SELF INSURANCE - DEDUCTIBL	1,711.26	7,390.25	7,390.25	12,500.00	59.12	5,109.75	25,000.00	25,000.00	17,609.75
RISK MANAGEMENT		1,711.26	7,390.25	7,390.25	12,500.00	59.12	5,109.75	25,000.00	25,000.00	17,609.75
PATROL										
01-30-650-268	ANIMAL CONTROL	30.00	955.00	955.00	800.00	119.38	(155.00)	1,600.00	1,600.00	645.00
01-30-650-343	JAIL SUPPLIES	0.00	364.25	364.25	1,000.00	36.43	635.75	2,000.00	2,000.00	1,635.75
01-30-650-349	DRUG FORFEITURE EXP - FEDE	8,859.54	76,638.30	76,638.30	40,000.00	191.60	(36,638.30)	80,000.00	80,000.00	3,361.70
PATROL		8,889.54	77,957.55	77,957.55	41,800.00	186.50	(36,157.55)	83,600.00	83,600.00	5,642.45
INVESTIGATIVE										
01-30-655-335	CAMERA SUPPLIES	0.00	0.00	0.00	400.00	0.00	400.00	800.00	800.00	800.00
01-30-655-339	CONFIDENTIAL FUNDS	0.00	0.00	0.00	1,000.00	0.00	1,000.00	2,000.00	2,000.00	2,000.00
INVESTIGATIVE		0.00	0.00	0.00	1,400.00	0.00	1,400.00	2,800.00	2,800.00	2,800.00
TRAFFIC SAFETY										
01-30-660-105	PART TIME - CROSSING GUARD	633.75	5,211.43	5,211.43	4,950.00	105.28	(261.43)	9,900.00	9,900.00	4,688.57

EXPENDITURE REPORT FOR WILLOWBROOK  
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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 04/30/2016	YTD BALANCE 04/30/2016	2015-16 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP. AVAIL.
Fund 01 - GENERAL FUND							
TRAFFIC SAFETY		633.75	5,211.43	4,950.00	105.28	(261.43)	4,688.57
ESDA COORDINATOR							
01-30-665-263	SIREN MAINTENANCE	0.00	550.00	750.00	73.33	200.00	950.00
ESDA COORDINATOR		0.00	550.00	750.00	73.33	200.00	950.00
CRIME PREVENTION							
01-30-670-302	PRINTING & PUBLISHING	2,071.00	2,071.00	1,000.00	207.10	(1,071.00)	2,000.00
01-30-670-331	COMMODITIES	352.18	4,500.00	4,500.00	100.00	0.00	9,000.00
CRIME PREVENTION		2,423.18	6,571.00	5,500.00	119.47	(1,071.00)	4,429.00
TELECOMMUNICATIONS							
01-30-675-235	RADIO DISPATCHING	0.00	273,651.80	269,500.00	101.54	(4,151.80)	265,348.20
TELECOMMUNICATIONS		0.00	273,651.80	269,500.00	101.54	(4,151.80)	265,348.20
Total Dept 30-POLICE DEPARTMENT							
		480,102.41	4,806,952.72	4,846,673.00	99.18	39,720.28	4,886,393.28
Dept 35-PUBLIC WORKS DEPARTMENT							
CAPITAL IMPROVEMENTS							
01-35-765-625	VEHICLES - NEW & OTHER	0.00	15,474.21	16,000.00	96.71	525.79	16,525.79
01-35-765-626	EQUIPMENT - LOADER	0.00	9,835.70	10,000.00	98.36	164.30	10,164.30
01-35-765-641	EDP NEW EQUIPMENT	0.00	0.00	3.00	0.00	3.00	6.00
01-35-765-685	STREET IMPROVEMENTS	0.00	137,398.25	46,131.00	297.84	(91,267.25)	(45,136.25)
CAPITAL IMPROVEMENTS		0.00	162,708.16	72,134.00	225.56	(90,574.16)	(18,440.16)
ADMINISTRATION							
01-35-400-147	EMPLOYEE BENEFITS - MEDICA	293.50	2,928.67	2,636.38	111.09	(292.29)	2,344.09
01-35-400-151	IMRF	3,272.57	31,542.66	29,278.00	107.74	(2,264.66)	27,013.34
01-35-400-161	SOCIAL SECURITY/FICA	1,254.60	11,788.75	11,272.78	104.58	(515.97)	10,756.81
01-35-710-101	SALARIES - PERMANENT EMPL	13,773.50	123,422.02	119,945.00	102.90	(3,477.02)	116,467.98
01-35-710-102	OVERTIME	1,805.77	23,679.64	18,620.00	127.17	(5,059.64)	13,560.36
01-35-710-103	PART TIME - LABOR	2,131.20	25,974.68	21,560.00	120.48	(4,414.68)	17,145.32
01-35-710-126	SALARIES - CLERICAL	2,503.39	22,927.96	21,694.00	105.69	(1,233.96)	20,460.04
01-35-710-141	EMPLOYEE BENEFITS - MEDICA	1,104.22	17,523.94	13,170.00	133.06	(4,353.94)	8,816.06
01-35-710-144	EMPLOYEE BENEFITS - UNEMP	193.10	380.12	220.00	172.78	(160.12)	440.00
01-35-710-201	TELEPHONES	139.41	1,880.07	2,500.00	75.20	619.93	5,000.00
01-35-710-301	OFFICE SUPPLIES	0.00	247.50	750.00	33.00	502.50	1,252.50
01-35-710-302	PRINTING & PUBLISHING	135.00	750.00	1,544.00	48.58	794.00	3,088.00
01-35-710-303	FUEL/MILEAGE/WASH	921.92	11,671.79	17,873.00	65.30	6,201.21	24,074.21
01-35-710-304	SCHOOLS/CONFERENCES/TRA	26.00	122.00	3,500.00	3.49	3,378.00	7,000.00
01-35-710-306	REIMB PERSONAL EXPENSE	0.00	0.00	300.00	0.00	300.00	600.00
01-35-710-307	FEES/DUES/SUBSCRIPTIONS	0.00	429.53	300.00	143.18	(129.53)	600.00
01-35-710-311	POSTAGE & METER RENT	70.17	1,331.77	1,500.00	88.78	168.23	3,000.00
01-35-710-345	UNIFORMS	0.00	4,866.45	4,500.00	108.14	(366.45)	9,000.00
01-35-710-405	FURNITURE & OFFICE EQUIPME	0.00	0.00	500.00	0.00	500.00	1,000.00
ADMINISTRATION		27,624.35	281,467.55	271,663.16	103.61	(9,804.39)	543,326.32
Total Dept 35-PUBLIC WORKS DEPARTMENT							
		27,624.35	281,467.55	271,663.16	103.61	(9,804.39)	261,858.77

EXPENDITURE REPORT FOR WILLOWBROOK  
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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 04/30/2016	YTD BALANCE 04/30/2016	2015-16		% BDGT USED	AVAILABLE BALANCE	APPROP. AVAIL.
				ORIGINAL BUDGET	BUDGET			
<b>Fund 01 - GENERAL FUND</b>								
<b>DATA PROCESSING</b>								
01-35-715-263	EQUIPMENT MAINTENANCE	104.85	1,139.35	750.00	151.91	(389.35)	1,500.00	360.65
01-35-715-305	PERSONNEL TRAINING	0.00	34.00	500.00	6.80	466.00	1,000.00	966.00
01-35-715-306	CONSULTING SERVICES	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
01-35-715-401	OPERATING SUPPLIES & EQUIP	0.00	2,412.67	8,500.00	28.38	6,087.33	17,000.00	14,587.33
<b>DATA PROCESSING</b>		<b>104.85</b>	<b>3,586.02</b>	<b>10,250.00</b>	<b>34.99</b>	<b>6,663.98</b>	<b>20,500.00</b>	<b>16,913.98</b>
<b>ENGINEERING</b>								
01-35-720-245	FEES - ENGINEERING	10,019.99	79,758.10	62,500.00	127.61	(17,258.10)	125,000.00	45,241.90
01-35-720-254	PLAN REVIEW - ENGINEER	0.00	0.00	1,500.00	0.00	1,500.00	3,000.00	3,000.00
<b>ENGINEERING</b>		<b>10,019.99</b>	<b>79,758.10</b>	<b>64,000.00</b>	<b>124.62</b>	<b>(15,758.10)</b>	<b>128,000.00</b>	<b>48,241.90</b>
<b>BUILDINGS</b>								
01-35-725-412	MAINTENANCE - GAS TANKS AN	27,513.75	28,113.75	5,000.00	562.28	(23,113.75)	10,000.00	(18,113.75)
01-35-725-413	MAINTENANCE - GARAGE	13.27	2,993.17	3,000.00	99.77	6.83	6,000.00	3,006.83
01-35-725-414	MAINTENANCE - SALT BINS	0.00	385.75	500.00	77.15	114.25	1,000.00	614.25
01-35-725-415	NICOR GAS	366.30	1,872.50	4,000.00	46.81	2,127.50	8,000.00	6,127.50
01-35-725-417	SANITARY USER CHARGE	0.00	60.62	236.00	25.69	175.38	472.00	411.38
01-35-725-418	MAINTENANCE - PW BUILDING	570.70	12,775.18	8,000.00	159.69	(4,775.18)	16,000.00	3,224.82
<b>BUILDINGS</b>		<b>28,464.02</b>	<b>46,200.97</b>	<b>20,736.00</b>	<b>222.81</b>	<b>(25,464.97)</b>	<b>41,472.00</b>	<b>(4,728.97)</b>
<b>EQUIPMENT REPAIR</b>								
01-35-735-409	MAINTENANCE - VEHICLES	2,425.00	25,527.10	30,000.00	85.09	4,472.90	60,000.00	34,472.90
01-35-735-411	MAINTENANCE - EQUIPMENT	112.51	1,474.77	1,500.00	98.32	25.23	3,000.00	1,525.23
01-35-735-421	MAINTENANCE - RADIO EQUIPM	0.00	57.76	0.00	100.00	(57.76)		(57.76)
<b>EQUIPMENT REPAIR</b>		<b>2,537.51</b>	<b>27,059.63</b>	<b>31,500.00</b>	<b>85.90</b>	<b>4,440.37</b>	<b>63,000.00</b>	<b>35,940.37</b>
<b>SNOW REMOVAL</b>								
01-35-740-287	SNOW REMOVAL CONTRACT	0.00	29,443.50	60,000.00	49.07	30,556.50	120,000.00	90,556.50
01-35-740-306	REIMB PERSONAL EXPENSES	0.00	0.00	200.00	0.00	200.00	400.00	400.00
01-35-740-411	MAINTENANCE - EQUIPMENT	382.50	6,207.04	6,000.00	103.45	(207.04)	12,000.00	5,792.96
<b>SNOW REMOVAL</b>		<b>382.50</b>	<b>35,650.54</b>	<b>66,200.00</b>	<b>53.85</b>	<b>30,549.46</b>	<b>132,400.00</b>	<b>96,749.46</b>
<b>STREET LIGHTING</b>								
01-35-745-207	ENERGY - STREET LIGHTS	2,275.62	20,039.67	20,800.00	96.34	760.33	41,600.00	21,560.33
01-35-745-223	MAINTENANCE - STREET LIGHT	2,865.37	11,124.98	20,000.00	55.62	8,875.02	40,000.00	28,875.02
01-35-745-224	MAINTENANCE - TRAFFIC SIGN	1,170.00	5,452.08	7,000.00	77.89	1,547.92	14,000.00	8,547.92
<b>STREET LIGHTING</b>		<b>6,310.99</b>	<b>36,616.73</b>	<b>47,800.00</b>	<b>76.60</b>	<b>11,183.27</b>	<b>95,600.00</b>	<b>58,983.27</b>
<b>STORM WATER IMPROVEMENTS</b>								
01-35-750-286	JET CLEANING CULVERT	2,567.50	21,656.00	15,000.00	144.37	(6,656.00)	30,000.00	8,344.00
01-35-750-289	SITE IMPROVEMENTS	423.48	4,752.66	20,000.00	23.76	15,247.34	40,000.00	35,247.34
01-35-750-290	EQUIPMENT RENTAL	218.37	5,467.14	1,500.00	364.48	(3,967.14)	3,000.00	(2,467.14)
01-35-750-328	STREET & ROW MAINTENANCE	49,430.66	155,151.26	83,835.00	185.07	(71,316.26)	167,670.00	12,518.74
01-35-750-329	MAINTENANCE - SAW MILL CRE	0.00	0.00	750.00	0.00	750.00	1,500.00	1,500.00
01-35-750-338	TREE MAINTENANCE	2,166.50	149,157.50	225,000.00	66.29	75,842.50	450,000.00	300,842.50
01-35-750-381	STORM WATER IMPROVEMENT	19,456.48	64,307.51	30,000.00	214.36	(34,307.51)	60,000.00	(4,307.51)

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GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 04/30/2016	YTD BALANCE 04/30/2016	2015-16 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP. APPROP. AVAIL.
Fund 01 - GENERAL FUND		74,262.99	400,492.07	376,085.00	106.49	(24,407.07)	752,170.00
STORM WATER IMPROVEMENTS							351,677.93
STREET MAINTENANCE							
01-35-755-279	TRASH REMOVAL	0.00	0.00	2,125.00	0.00	2,125.00	4,250.00
01-35-755-281	ROUTE 83 BEAUTIFICATION	5,452.88	40,202.60	48,000.00	83.76	7,797.40	55,797.40
01-35-755-282	REIMB EXP - CONSTRUCTION	0.00	0.00	500.00	0.00	500.00	1,000.00
01-35-755-283	REIMB EXP - OTHER	1,250.00	1,585.50	1,800.00	88.08	214.50	2,014.50
01-35-755-284	REIMB EXP - BRUSH PICKUP	0.00	19,600.00	23,750.00	82.53	4,150.00	27,900.00
01-35-755-290	EQUIPMENT RENTAL	0.00	0.00	750.00	0.00	750.00	1,500.00
01-35-755-328	STREET & ROW MAINTENANCE	0.00	750.00	20,000.00	3.75	19,250.00	40,000.00
01-35-755-331	OPERATING SUPPLIES	0.00	22,485.16	80,000.00	28.11	57,514.84	137,514.84
01-35-755-332	J.U.L.I.E.	0.00	954.12	1,909.00	49.98	954.88	3,818.00
01-35-755-333	ROAD SIGNS	2,107.30	9,840.85	9,000.00	109.34	(840.85)	18,000.00
01-35-755-401	OPERATING EQUIPMENT	0.00	95.94	5,000.00	1.92	4,904.06	10,000.00
STREET MAINTENANCE		8,810.18	95,514.17	192,834.00	49.53	97,319.83	290,153.83
NUISANCE CONTROL							
01-35-760-258	PEST CONTROL	0.00	900.00	1,000.00	90.00	100.00	1,100.00
01-35-760-259	MOSQUITO ABATEMENT	0.00	28,869.55	32,100.00	89.94	3,230.45	35,330.45
NUISANCE CONTROL		0.00	29,769.55	33,100.00	89.94	3,330.45	36,430.45
Total Dept 35-PUBLIC WORKS DEPARTMENT		158,517.38	1,198,823.49	1,186,302.16	101.06	(12,521.33)	2,372,604.32
1,173,780.83							
Dept 40-BUILDING & ZONING DEPARTMENT							
GENERAL MANAGEMENT							
01-40-400-147	EMPLOYEE BENEFITS - MEDICA	215.24	1,850.64	1,650.46	112.13	(200.18)	3,300.92
01-40-400-151	IMRF	2,560.28	23,150.45	20,795.00	111.33	(2,355.45)	41,590.00
01-40-400-161	SOCIAL SECURITY/FICA	920.22	7,912.91	7,057.15	112.13	(855.76)	14,114.30
01-40-810-101	SALARIES - PERMANENT EMPL	8,275.92	74,422.66	71,723.00	103.76	(2,699.66)	143,446.00
01-40-810-102	OVERTIME	3,265.16	23,997.81	15,413.00	155.70	(8,584.81)	30,826.00
01-40-810-126	SALARIES - CLERICAL	3,130.99	27,745.14	26,689.00	103.96	(1,056.14)	53,378.00
01-40-810-141	EMPLOYEE BENEFITS - MEDICA	2,110.43	27,586.72	27,346.00	100.88	(240.72)	54,692.00
01-40-810-144	EMPLOYEE BENEFITS - UNEMP	106.92	111.02	165.00	67.28	53.98	330.00
01-40-810-201	TELEPHONES	99.39	891.53	1,000.00	89.15	108.47	2,000.00
01-40-810-301	OFFICE SUPPLIES	15.56	756.62	750.00	100.88	(6.62)	1,500.00
01-40-810-302	PRINTING & PUBLISHING	0.00	578.00	1,000.00	57.80	422.00	2,000.00
01-40-810-303	FUEL/MILEAGE/WASH	91.38	832.37	1,500.00	55.49	667.63	3,000.00
01-40-810-304	SCHOOLS/CONFERENCES/TRA	26.00	1,216.00	1,000.00	121.60	(216.00)	2,000.00
01-40-810-307	FEES/DUES/SUBSCRIPTIONS	55.00	690.00	500.00	138.00	(190.00)	1,000.00
01-40-810-311	POSTAGE & METER RENT	230.27	501.54	400.00	125.39	(101.54)	800.00
01-40-810-401	OPERATING EQUIPMENT	0.00	201.38	200.00	100.69	(1.38)	400.00
01-40-810-409	MAINTENANCE - VEHICLES	0.00	120.00	1,000.00	12.00	880.00	2,000.00
GENERAL MANAGEMENT		21,102.76	192,564.79	178,188.61	108.07	(14,376.18)	356,377.22
163,812.43							
DATA PROCESSING							
01-40-815-263	EDP EQUIPMENT MAINTENANC	0.00	0.00	250.00	0.00	250.00	500.00
01-40-815-305	EDP PERSONNEL TRAINING	0.00	264.48	400.00	66.12	135.52	800.00
500.00							

EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 04/30/2016

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 04/30/2016	YTD BALANCE 04/30/2016	2015-16 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP. AVAIL.	APPROP. AVAIL.
<b>Fund 01 - GENERAL FUND</b>								
01-40-815-306	CONSULTING SERVICES	0.00	0.00	750.00	0.00	750.00	1,500.00	1,500.00
01-40-815-401	EDP OPERATING EQUIPMENT	0.00	0.00	2.00	0.00	2.00	4.00	4.00
	<b>DATA PROCESSING</b>	0.00	264.48	1,402.00	18.86	1,137.52	2,804.00	2,539.52
<b>ENGINEERING</b>								
01-40-820-245	FEES - ENGINEERING	0.00	2,866.05	4,000.00	71.65	1,133.95	8,000.00	5,133.95
01-40-820-246	FEES - DRAINAGE ENGINEER	0.00	4,982.78	6,000.00	83.05	1,017.22	12,000.00	7,017.22
01-40-820-247	REIMB EXP - ENGINEERING	0.00	0.00	500.00	0.00	500.00	1,000.00	1,000.00
01-40-820-254	PLAN REVIEW - ENGINEER	0.00	3,068.35	7,000.00	43.83	3,931.65	14,000.00	10,931.65
01-40-820-255	PLAN REVIEW - STRUCTURAL	0.00	2,529.50	8,000.00	31.62	5,470.50	16,000.00	13,470.50
01-40-820-258	PLAN REVIEW - BUILDING CODE	6,463.68	39,237.62	40,000.00	98.09	762.38	80,000.00	40,762.38
01-40-820-259	PLAN REVIEW - DRAINAGE ENGI	821.00	12,325.52	10,000.00	123.26	(2,325.52)	20,000.00	7,674.48
	<b>ENGINEERING</b>	7,284.68	65,009.82	75,500.00	86.11	10,490.18	151,000.00	85,990.18
<b>INSPECTION</b>								
01-40-830-109	PART TIME - INSPECTOR	3,609.04	42,687.06	25,000.00	170.75	(17,687.06)	50,000.00	7,312.94
01-40-830-115	PLUMBING INSPECTION	1,700.00	8,365.00	6,000.00	139.42	(2,365.00)	12,000.00	3,635.00
01-40-830-117	ELEVATOR INSPECTION	730.00	8,904.00	7,000.00	127.20	(1,904.00)	14,000.00	5,096.00
01-40-830-119	CODE ENFORCEMENT INSPECT	0.00	0.00	4,000.00	0.00	4,000.00	8,000.00	8,000.00
	<b>INSPECTION</b>	6,039.04	59,956.06	42,000.00	142.75	(17,956.06)	84,000.00	24,043.94
<b>Total Dept 40-BUILDING &amp; ZONING DEPARTMENT</b>		34,426.48	317,795.15	297,090.61	106.97	(20,704.54)	594,181.22	276,386.07
<b>Fund 01 - GENERAL FUND:</b>								
<b>TOTAL EXPENDITURES</b>		837,497.18	8,756,828.54	9,802,441.08	89.33	1,045,612.54	19,604,882.16	10,848,053.62



EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 04/30/2016

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 04/30/2016	YTD BALANCE 04/30/2016	2015-16 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP. AVAIL.
Fund 02 - WATER FUND		39,184.83	617,337.88	624,501.00	98.85	7,163.12	631,664.12
TRANSFERS TO OTHER FUNDS							1,249,002.00
WATER PRODUCTION		1,642.97	16,488.05	16,000.00	103.05	(488.05)	32,000.00
02-50-420-206	ENERGY - ELECTRIC PUMP	0.00	0.00	500.00	0.00	500.00	1,000.00
02-50-420-294	LANDSCAPING - WELLS 1 & 3	0.00	0.00	1,000.00	0.00	1,000.00	2,000.00
02-50-420-297	LANDSCAPING - STANDPIPE	808.92	1,528.39	1,750.00	87.34	221.61	3,500.00
02-50-420-361	CHEMICALS	180.00	1,535.25	2,678.00	57.33	1,142.75	5,356.00
02-50-420-362	SAMPLING ANALYSIS	375.00	810.00	500.00	162.00	(310.00)	1,000.00
02-50-420-488	MAINTENANCE - PUMPS & WELL	0.00	0.00	500.00	0.00	500.00	1,000.00
02-50-420-491	PUMP INSPECTION REPAIR MAI	127,744.15	1,558,814.05	1,788,287.00	87.17	229,472.95	3,576,574.00
02-50-420-575	PURCHASE OF WATER	130,751.04	1,579,175.74	1,811,215.00	87.19	232,039.26	3,622,430.00
WATER PRODUCTION							2,017,759.95
WATER STORAGE							2,043,254.26
WATER STORAGE		0.00	2,183.79	1,000.00	218.38	(1,183.79)	2,000.00
02-50-425-473	WELLHOUSE REPAIRS & MAINT	0.00	720.00	1,000.00	72.00	280.00	2,000.00
02-50-425-474	WELLHOUSE REPAIRS & MAIN -	37.80	2,218.80	1,500.00	147.92	(718.80)	3,000.00
02-50-425-475	MATERIALS & SUPPLIES- STAN	933.28	6,547.76	5,985.00	109.40	(562.76)	11,970.00
02-50-425-485	REPAIRS & MAINTENANCE-STA	971.08	11,670.35	9,485.00	123.04	(2,185.35)	18,970.00
WATER STORAGE							7,299.65
TRANSPORTATION/DISTRIBUTION		0.00	14,258.92	7,500.00	190.12	(6,758.92)	15,000.00
02-50-430-276	LEAK SURVEYS	8,499.33	111,983.90	95,000.00	117.88	(16,983.90)	190,000.00
02-50-430-277	WATER DISTRIBUTION REPAIRS	617.20	14,733.28	4,000.00	368.33	(10,733.28)	8,000.00
02-50-430-299	LANDSCAPING - OTHER	0.00	0.00	1,000.00	0.00	1,000.00	2,000.00
02-50-430-401	OPERATING EQUIPMENT	0.00	2,474.88	750.00	329.98	(1,724.88)	1,500.00
02-50-430-425	J. U. L. I. E. MAINTENANCE & SU	1,933.53	31,828.65	10,000.00	318.29	(21,828.65)	20,000.00
02-50-430-476	MATERIAL & SUPPLIES - DISTRI	11,050.06	175,279.63	118,250.00	148.23	(57,029.63)	236,500.00
TRANSPORTATION/DISTRIBUTION							61,220.37
METERS & BILLING		6,855.14	7,791.99	12,000.00	64.93	4,208.01	24,000.00
02-50-435-278	METERS FLOW TESTING	0.00	335.15	10,000.00	3.35	9,664.85	20,000.00
02-50-435-461	NEW METERING EQUIPMENT	0.00	0.00	500.00	0.00	500.00	1,000.00
02-50-435-462	METER REPLACEMENT	0.00	0.00	5,000.00	0.00	5,000.00	10,000.00
02-50-435-463	MAINTENANCE - METER EQUIP	6,855.14	8,127.14	27,500.00	29.55	19,372.86	55,000.00
METERS & BILLING							46,872.86
Total Dept 50-WATER DEPARTMENT		224,138.67	2,737,817.19	2,927,559.00	93.52	189,741.81	5,855,118.00
Fund 02 - WATER FUND:							3,117,300.81
TOTAL EXPENDITURES		224,138.67	2,737,817.19	2,927,559.00	93.52	189,741.81	5,855,118.00



EXPENDITURE REPORT FOR WILLOWBROOK  
 PERIOD ENDING 04/30/2016

2015-16  
 ORIGINAL BUDGET

ACTIVITY FOR MONTH 04/30/2016

YTD BALANCE 04/30/2016

% BDGT USED

AVAILABLE BALANCE

APPROP. AVAIL.

GL NUMBER DESCRIPTION

Fund 04 - MOTOR FUEL TAX FUND							
Dept 56-MOTOR FUEL TAX							
CAPITAL IMPROVEMENTS							
04-56-430-684	STREET MAINTENANCE CONTR	0.00	184,854.19	225,000.00	82.16	40,145.81	265,145.81
	CAPITAL IMPROVEMENTS	0.00	184,854.19	225,000.00	82.16	40,145.81	265,145.81

Total Dept 56-MOTOR FUEL TAX 0.00 184,854.19 225,000.00 82.16 40,145.81 450,000.00 265,145.81

Fund 04 - MOTOR FUEL TAX FUND:

TOTAL EXPENDITURES 0.00 184,854.19 225,000.00 82.16 40,145.81 450,000.00 265,145.81

EXPENDITURE REPORT FOR WILLOWBROOK  
 PERIOD ENDING 04/30/2016

2015-16  
 ORIGINAL BUDGET

YTD BALANCE  
 04/30/2016

% BDGT  
 USED

AVAILABLE  
 BALANCE

APPROP. AVAIL.

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 04/30/2016	YTD BALANCE 04/30/2016	ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP. AVAIL.
Fund 06 - SSA ONE BOND & INTEREST FUND							
Dept 60-SSA BOND							
OTHER							
06-60-550-401	BOND PRINCIPAL EXPENSE	0.00	135,000.00	135,000.00	100.00	0.00	270,000.00
06-60-550-402	BOND INTEREST EXPENSE	0.00	187,315.00	187,315.00	100.00	0.00	374,630.00
OTHER		0.00	322,315.00	322,315.00	100.00	0.00	644,630.00
Total Dept 60-SSA BOND		0.00	322,315.00	322,315.00	100.00	0.00	644,630.00
Fund 06 - SSA ONE BOND & INTEREST FUND:							
TOTAL EXPENDITURES		0.00	322,315.00	322,315.00	100.00	0.00	644,630.00
							322,315.00

EXPENDITURE REPORT FOR WILLOWBROOK  
PERIOD ENDING 04/30/2016

GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE	2015-16		% BDGT	AVAILABLE	APPROP. AVAIL.
		MONTH	04/30/2016		ORIGINAL	BUDGET			
Fund 07 - POLICE PENSION FUND									
Dept 62									
ADMINISTRATION									
07-62-401-242	LEGAL FEES	0.00	400.00	0.00	0.00	100.00	(400.00)	(400.00)	
07-62-401-251	AUDIT FEES	0.00	4,455.00	0.00	0.00	100.00	(4,455.00)	(4,455.00)	
07-62-401-252	ACTUARY SERVICES	0.00	4,400.00	0.00	0.00	100.00	(4,400.00)	(4,400.00)	
07-62-401-253	FINANCIAL ADVISORY FEES	7,912.80	32,442.20	0.00	0.00	100.00	(32,442.20)	(32,442.20)	
07-62-401-254	FIDUCIARY INSURANCE	0.00	3,008.00	0.00	0.00	100.00	(3,008.00)	(3,008.00)	
07-62-401-304	SCHOOL/CONFERENCES/TRAV	0.00	3,143.20	0.00	0.00	100.00	(3,143.20)	(3,143.20)	
07-62-401-307	FEES/DUES/SUBSCRIPTIONS	0.00	795.00	0.00	0.00	100.00	(795.00)	(795.00)	
07-62-401-531	FILING FEE - IL DEPT OF INSUR	0.00	3,630.56	0.00	0.00	100.00	(3,630.56)	(3,630.56)	
ADMINISTRATION		7,912.80	52,273.96	0.00	0.00	100.00	(52,273.96)	(52,273.96)	
PENSION BENEFITS									
07-62-401-581	PENSION BENEFITS	69,725.27	750,911.23	0.00	0.00	100.00	(750,911.23)	(750,911.23)	
07-62-401-582	WIDOW'S PENSION	3,209.37	38,512.40	0.00	0.00	100.00	(38,512.40)	(38,512.40)	
07-62-401-583	DISABILITY BENEFITS	4,492.91	53,540.28	0.00	0.00	100.00	(53,540.28)	(53,540.28)	
07-62-401-586	SEPARATION REFUNDS	0.00	6,252.34	0.00	0.00	100.00	(6,252.34)	(6,252.34)	
PENSION BENEFITS		77,427.55	849,216.25	0.00	0.00	100.00	(849,216.25)	(849,216.25)	
Total Dept 62		85,340.35	901,490.21	0.00	0.00	100.00	(901,490.21)	(901,490.21)	
Fund 07 - POLICE PENSION FUND:									
TOTAL EXPENDITURES		85,340.35	901,490.21	0.00	0.00	100.00	(901,490.21)	(901,490.21)	

EXPENDITURE REPORT FOR WILLOWBROOK  
 PERIOD ENDING 04/30/2016

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 04/30/2016	YTD BALANCE 04/30/2016	2015-16		% BDGT USED	AVAILABLE BALANCE	APPROP. AVAIL.
				ORIGINAL BUDGET	BUDGET			
Fund 09 - WATER CAPITAL IMPROVEMENTS FUND								
Dept 65-WATER CAPITAL IMPROVEMENTS								
CAPITAL IMPROVEMENTS								
09-65-440-600	WATER SYSTEM IMPROVEMEN	0.00	0.00	15,000.00	0.00	0.00	30,000.00	30,000.00
09-65-440-602	MTU REPLACEMENT	0.00	2,214.98	0.00	100.00	(2,214.98)	(2,214.98)	(2,214.98)
09-65-440-603	VALVE INSERTION PROGRAM	0.00	0.00	6,000.00	0.00	6,000.00	12,000.00	12,000.00
09-65-440-604	WATER TANK REPAIRS	0.00	409,395.84	392,400.00	104.33	(16,995.84)	784,800.00	375,404.16
CAPITAL IMPROVEMENTS								
		0.00	411,610.82	413,400.00	99.57	1,789.18	826,800.00	415,189.18
Total Dept 65-WATER CAPITAL IMPROVEMENTS								
		0.00	411,610.82	413,400.00	99.57	1,789.18	826,800.00	415,189.18
Fund 09 - WATER CAPITAL IMPROVEMENTS FUND:								
TOTAL EXPENDITURES								
		0.00	411,610.82	413,400.00	99.57	1,789.18	826,800.00	415,189.18

EXPENDITURE REPORT FOR WILLOWBROOK  
 PERIOD ENDING 04/30/2016

GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE 04/30/2016	2015-16		% BDGT USED	AVAILABLE BALANCE	APPROP. AVAIL.
		MONTH 04/30/2016	ORIGINAL BUDGET						
Fund 10 - CAPITAL PROJECT FUND									
Dept 68-CAPITAL PROJECTS									
CAPITAL IMPROVEMENTS									
10-68-540-422	COMMUNITY PARK IMPROVEME	0.00	84,698.00	0.00	84,698.00	0.00	84,698.00	169,396.00	169,396.00
	CAPITAL IMPROVEMENTS	0.00	84,698.00	0.00	84,698.00	0.00	84,698.00	169,396.00	169,396.00
OTHER									
10-68-550-404	BOND ISSUANCE COSTS	0.00	800.00	0.00	800.00	0.00	800.00	1,600.00	1,600.00
	OTHER	0.00	800.00	0.00	800.00	0.00	800.00	1,600.00	1,600.00
Total Dept 68-CAPITAL PROJECTS		0.00	85,498.00	0.00	85,498.00	0.00	85,498.00	170,996.00	170,996.00
Fund 10 - CAPITAL PROJECT FUND:									
TOTAL EXPENDITURES		0.00	85,498.00	0.00	85,498.00	0.00	85,498.00	170,996.00	170,996.00

EXPENDITURE REPORT FOR WILLOWBROOK  
 PERIOD ENDING 04/30/2016

GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE 04/30/2016	2015-16 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE	APPROP. AVAIL.
		MONTH 04/30/2016	04/30/2016					
Fund 11 - DEBT SERVICE FUND								
Dept 70-DEBT SERVICE FUND								
OTHER								
11-70-550-401	BOND PRINCIPAL EXPENSE	0.00	115,000.00	115,000.00	100.00	0.00	230,000.00	115,000.00
11-70-550-402	BOND INTEREST EXPENSE	0.00	95,348.53	102,512.00	93.01	7,163.47	205,024.00	109,675.47
11-70-550-404	BOND ISSUANCE COSTS	344.50	153.46	800.00	19.18	646.54	1,600.00	1,446.54
OTHER		<b>344.50</b>	<b>210,501.99</b>	<b>218,312.00</b>	<b>96.42</b>	<b>7,810.01</b>	<b>436,624.00</b>	<b>226,122.01</b>
<hr/>								
Total Dept 70-DEBT SERVICE FUND		344.50	210,501.99	218,312.00	96.42	7,810.01	436,624.00	226,122.01
<hr/>								
Fund 11 - DEBT SERVICE FUND:								
TOTAL EXPENDITURES		344.50	210,501.99	218,312.00	96.42	7,810.01	436,624.00	226,122.01



# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> An Ordinance Amending Title 3, Chapter 12, Section 3-12-5(L) of the Village Code - "Classifications, Class L License"	<b>AGENDA NO.</b> 5e <b>AGENDA DATE:</b> 5/23/16
---	---

<b>STAFF REVIEW:</b> Tim Halik, Village Administrator	<b>SIGNATURE:</b> <u>TELLER</u>
<b>LEGAL REVIEW:</b> Thomas Bastian, Village Attorney	<b>SIGNATURE:</b> <u>THOMAS BASTIAN TA.</u>
<b>RECOMMENDED BY:</b> Tim Halik, Village Administrator	<b>SIGNATURE:</b> <u>TELLER</u>
<b>REVIEWED &amp; APPROVED BY COMMITTEE:</b>	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>

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

At the regular Board meeting held on April 25, 2016, the Village Board passed an ordinance approving a zoning text amendment to add a Production Brewery Tap Room as a Special Use within the Village's M-1 Zoning District. At the same meeting, the Village Board also passed an ordinance creating a new classification of liquor license, a Class "L" License, to authorize the retail sale of beer brewed on the premises of a Brew Pub or Class I Brewer, as defined by the Illinois Liquor Control Act, for consumption in a tap-room less than 2,000 square feet on the licensed premises and the retail sale of beer brewed on the premises sold in sealed containers for consumption off the licensed premises. At the time the above liquor ordinance was considered, the number of available Class "L" Licenses was set at zero (0) within the ordinance, since the Special Use had not yet been approved.

At the regular Board meeting held on May 9, 2016, the Village Board passed an ordinance issuing a Special Use Permit to the Black Horizon Production Brewery Tap Room to be located at 7560 S. Quincy Street. Therefore, now that the Special Use Permit has been issued, the Class "L" Liquor License Ordinance must be amended to create a license to be issued to the applicant.

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

Passage of the attached amendatory ordinance will serve to create one (1) new Class L Liquor License, which, if recommended by the Deputy Liquor Control Commissioner, will be issued to the applicant.

### ACTION PROPOSED:

Pass the Ordinance

ORDINANCE NO. 16-O-\_\_\_\_\_

AN ORDINANCE AMENDING TITLE 3, CHAPTER 12, SECTION 3-12-5  
(L) OF THE VILLAGE CODE – CLASSIFICATIONS, CLASS L LICENSE

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

SECTION ONE: That Title 3, Chapter 12, Section 3-12-5(L) of the Village Code of the Village of Willowbrook, entitled "Class L License", is hereby amended by deleting the last sentence of the section in its entirety, and in lieu thereof, inserting the following new sentence:

"There shall be no more than one (1) Class L License issued at any one time."

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

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

PASSED and APPROVED this 23<sup>rd</sup> day of May, 2016.

APPROVED:

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Mayor

ATTEST:

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Village Clerk

ROLL CALL VOTE:

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

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

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

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

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

### ITEM TITLE:

An Ordinance Amending the Village Code of the Village of Willowbrook  
Title 4, Chapter 2, Section 4-2-24 Entitled "Plumbing Codes Adopted:"

AGENDA NO.

5f

AGENDA DATE: 5/23/16

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

SIGNATURE: Tim Halik

**LEGAL REVIEW:** Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH.

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

SIGNATURE: Tim Halik

**REVIEWED & APPROVED BY COMMITTEE:**

YES  on January 11, 2016

NO

N/A

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

At the Board's regular meeting on January 25, 2016, the Board passed an ordinance amending the Village's Plumbing Code to adopt the latest version of the Illinois State Plumbing Code (ISPC) with local amendments. The required process for the Illinois Department of Public Health (IDPH) to approve our proposed local amendments proved to be lengthy and required changes to our local code to implement. One such change was that the IDPH would not allow our local plumbing ordinance to adopt any published plumbing code other than the ISPC. However, the current version of the ISPC is silent in several important areas of plumbing design and installations, such as building roof drains. The IDPH acknowledged this issue and suggested to municipalities that language to regulate these areas could be added elsewhere in the Village's code of ordinances, but that municipalities still could not adopt another published plumbing code.

The Village's prior Plumbing Ordinance has, for quite some time, adopted requirements contained within the International Plumbing Code (IPC) to regulate those plumbing installations, such as building roof drains, which are not covered in the ISPC. In order for us to continue to use these standards in our code, without actually adopting the IPC, we needed to obtain authorization from the publishers of the IPC, the International Code Council (ICC). After working with the legal department of the ICC, an agreement was drafted allowing the Village to use specific IPC language. This License Agreement was approved by the Village Board on March 28, 2016.

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

Now that we have received authorization from the ICC To use specific language contained in the IPC without outright adopting the document, staff was able to revise the remaining sections of our local plumbing ordinance to ensure all areas of plumbing design and installation are addressed to ensure a safe built environment. Passage of the attached ordinance will serve to amend subsection (C) of our local plumbing code – Additional Standards and Specifications, along with subsection (D) – Backflow Prevention.

### ACTION PROPOSED:

Pass Ordinance.



**(C) Additional Standards and Specifications:**

**1. Approved Materials for Piping Chart:**

<b>VILLAGE OF WILLOWBROOK</b>		
<b>APPROVED MATERIALS FOR PIPING</b>		
<b>MATERIAL TYPE:</b>	<b>RESIDENTIAL</b>	<b>COMMERCIAL</b>
<b><u>UNDERGROUND WASTE &amp; VENT</u></b>		
<b>Cast Iron Soil</b>	<b>X</b>	<b>X</b>
<b>PVC Schedule 40 (No Cell Core)</b>	<b>X</b>	<b>X</b>
<b><u>ABOVE GROUND WASTE &amp; VENT</u></b>		
<b>Cast Iron (Lead Joints / Repair Only)</b>	<b>X</b>	<b>X</b>
<b>Cast Iron No Hub</b>	<b>X</b>	<b>X</b>
<b>Galvanized Pipe</b>	<b>X</b>	<b>X</b>
<b>PVC Schedule 40 (No Cell Core)</b>	<b>X</b>	<b>X</b>
<b>Copper Type M, L, &amp; K</b>	<b>X</b>	<b>X</b>
<b><u>ABOVE GROUND STORM</u></b>		
<b>Cast Iron (Lead Joints / Repair Only)</b>	<b>X</b>	<b>X</b>
<b>Cast Iron no Hub</b>	<b>X</b>	<b>X</b>
<b>Galvanized Pipe</b>	<b>X</b>	<b>X</b>
<b>PVC Schedule 40 (No Cell Core)</b>	<b>X</b>	<b>X</b>
<b>Copper Type M, L, &amp; K</b>	<b>X</b>	<b>X</b>
<b><u>UNDERGROUND WATER</u></b>		
<b>Ductile Iron Class 52</b>	<b>X</b>	<b>X</b>
<b>Copper Type K</b>	<b>X</b>	<b>X</b>

<b>ABOVE GROUND WATER</b>		
<b>Copper Type L</b>	<b>X</b>	<b>X</b>
<b>Copper Type K</b>	<b>X</b>	<b>X</b>
<b>Revised 08/06/2015</b>		

- Where a public water supply is used to serve as the water supply for a private automatic fire sprinkler system, a separate and independent water tap onto the water main shall be utilized. The water tap for the fire sprinkler system shall be made a minimum of ten feet (10') horizontally from the domestic water tap, and shall extend to an exterior valve vault prior to continuing into the building. The valve vault shall be made fully accessible and contain an approved valve which will shut off the water supply to the fire sprinkler system if required. The incoming water service for the fire sprinkler system shall enter the building separate from the domestic water service, and shall be provided with all necessary backflow prevention and valve assemblies as are required for a fire sprinkler system water supply. (Ord. 97-O-13, 5-27-1997)

Exception: When specifically approved by the director of municipal services, a single tap onto the public water supply will be allowed serving both domestic and fire sprinkler systems when the service tap is extended to an exterior valve vault where it is then separated and each service is supplied with an approved shut off valve. Each separate valve must be adequately labeled within the vault to distinguish between the domestic and fire sprinkler system. Each separate water service shall then continue into the building. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

- All fire suppression systems installed subsequent to the date of the adoption of this chapter shall be equipped with a fireflow meter of a size and type approved by the village of Willowbrook water department.
- No pipe, sprinkler head, valve or any other portion of any lawn sprinkling system shall be located in or upon any public right of way or in any easement. (Ord. 97-O-13, 5-27-1997)
- Notwithstanding any provision contained in the previous paragraph to the contrary, sprinkler heads, and pipes leading thereto, may be located in or upon public rights of way or easements, provided that all portions thereof shall be located not more than six feet (6') from the property line, the final location being subject to the approval of the director of municipal services; and further provided that the owner of the sprinkler system shall first have executed a written release in favor of the village in the form acceptable to the director of municipal services. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

6. All newly constructed or remodeled car wash installations shall be equipped with a water recycling system, unless otherwise permitted by the DuPage County Department of Environmental Concerns and approved by the Director of Municipal Services or his designee.
  
7. In the case of improvements on residential, commercial or industrial buildings or property, the issuance of a plumbing permit is required to make the following repairs, replacements or changes:
  - a) Conversion from galvanized water piping to copper.
  - b) Addition of any plumbing fixture.
  - c) Replacement of boiler or water heater.
  - d) Installation or conversion to overhead sewer system or antiflood system.
  - e) Underground lawn sprinkling systems.
  - f) Plumbing changes or additions to any part of the waste, vent, water piping or sewer system.
  
8. Storm Drainage. The provisions of this chapter shall govern the materials, design, construction and installation of storm drainage.
  - a) Where required. All roofs, paved areas, yards, courts and courtyards shall drain into a separate storm sewer system, or a combined sewer system, or to an approved place of disposal. For One- and Two-Family Dwellings, Multi Family-Buildings, Commercial/Industrial Buildings, and where approved, storm water is permitted to discharge onto flat areas, such as streets or lawns, provided that the storm water flows away from the building.
  - b) Prohibited drainage. Storm water shall not be drained into sewers intended for sewage only.
  - c) Tests. The conductors and the building storm drain shall be tested in accordance with the at the discretion of the inspector.
  - d) Change in size. The size of a drainage pipe shall not be reduced in the direction of flow.
  - e) Fittings and connections. All connections and changes in direction of the storm drainage system shall be made with approved drainage-type fittings in

accordance with **Table 706.3**. The fittings shall not obstruct or retard flow in the system.

- f) Roof design. Roofs shall be designed for the maximum possible depth of water that will pond thereon as determined by the relative levels of roof deck and overflow weirs, scuppers, edges or serviceable drains in combination with the deflected structural elements. In determining the maximum possible depth of water, all primary roof drainage means shall be assumed to be blocked.
- g) Cleanouts required. Cleanouts shall be installed in the storm drainage system and shall comply with the provisions of this code for sanitary drainage pipe cleanouts.

Exception: Subsurface drainage system.

- h) Backwater valves. Storm drainage systems shall be provided with backwater valves.
  - 1) Storm backflow. Where the flood level rims are below the elevation of the manhole cover of the next upstream manhole in the public storm sewer, such fixtures shall be protected by a backwater valve installed in the building storm drain.
  - 2) Material. All bearing parts of backwater valves shall be of corrosion-resistant material. Backwater valves shall comply with ASME A112.14.1, CSA B181.1 or CSA B181.2.
  - 3) Seal. Backwater valves shall be so constructed as to provide a mechanical seal against backflow.
  - 4) Diameter. Backwater valves, when fully opened, shall have a capacity not less than that of the pipes in which they are installed.
  - 5) Location. Backwater valves shall be installed so that *access* is provided to the working parts for service and repair.
- i) Materials. See Village of Willowbrook chart indicating approved materials for piping (4-2-24(C)(1)).
- j) Traps.
  - 1) Main trap. Leaders and storm drains connected to a combined *sewer* shall be trapped. Individual storm water traps shall be installed on the storm water drain *branch* serving each conductor, or a single trap shall be installed in the main *storm drain* just before its connection with the combined *building sewer* or the *public sewer*.
  - 2) Material. Storm water traps shall be of the same material as the piping system to which they are attached.

- 3) Size. Traps for individual conductors shall be the same size as the horizontal drain to which they are connected.
- 4) Cleanout. An accessible cleanout shall be installed on the building side of the trap.

k) Roof Drains.

- 1) Strainers. Roof drains shall have strainers extending not less than 4 inches above the surface of the roof immediately adjacent to the roof drain. Strainers shall have an available inlet area, above roof level, of not less than one and one-half times the area of the conductor or leader to which the drain is connected.
- 2) Flat decks. Roof drain strainers for use on sun decks, parking decks and similar areas that are normally serviced and maintained shall comply with Section 4-2-24(C)(8)(K)(1) or shall be of the flat-surface type, installed level with the deck, with an available inlet area not less than two times the area of the conductor or leader to which the drain is connected.
- 3) Roof drain flashings. The connection between roofs and roof drains which pass through the roof and into the interior of the building shall be made water-tight by the use of *approved* flashing material.

l) Size of Conductors, Leaders and Storm Drains.

- 1) General. The size of the vertical conductors and leaders, building storm drains, building storm sewers, and any horizontal branches of such drains or sewers shall be based on the 100-year hourly rainfall rate of three inches (3") per hour.
- 2) Vertical conductors and leaders. Vertical conductors and leaders shall be sized for the maximum projected roof area, in accordance with Tables 1106.2(1) and 1106.2(2).

**TABLE 1106.2(1) / SIZE OF CIRCULAR VERTICAL CONDUCTORS AND LEADERS**

DIAMETER OF LEADER (inches) <sup>a</sup>	HORIZONTALLY PROJECTED ROOF AREA (square feet)											
	Rainfall rate (inches per hour)											
	1	2	3	4	5	6	7	8	9	10	11	12
2	2,880	1,440	960	720	575	480	410	360	320	290	260	240

3	8,800	4,400	2,930	2,200	1,760	1,470	1,260	1,100	980	880	800	730
4	18,400	9,200	6,130	4,600	3,680	3,070	2,630	2,300	2,045	1,840	1,675	1,530
5	34,600	17,300	11,530	8,650	6,920	5,765	4,945	4,325	3,845	3,460	3,145	2,880
6	54,000	27,000	17,995	13,500	10,800	9,000	7,715	6,750	6,000	5,400	4,910	4,500
8	116,000	58,000	38,660	29,000	23,200	19,315	16,570	14,500	12,890	11,600	10,545	9,600

For SI: 1 inch = 25.4 mm, 1 square foot = 0.0929 m<sup>2</sup>.

a. Sizes indicated are the diameter of circular piping. This table is applicable to piping of other shapes, provided the cross-sectional shape fully encloses a circle of the diameter indicated in this table. For rectangular leaders, see Table 1106.2(2). Interpolation is permitted for pipe sizes that fall between those listed in this table.

**TABLE 1106.2(2) / SIZE OF RECTANGULAR VERTICAL CONDUCTORS AND LEADERS**

DIMENSIONS OF COMMON LEADER SIZES width x length (inches) <sup>a</sup>	HORIZONTALLY PROJECTED ROOF AREA (square feet)											
	Rainfall rate (inches per hour)											
	1	2	3	4	5	6	7	8	9	10	11	12
3 <sup>3</sup> / <sub>4</sub> × 2 <sup>1</sup> / <sub>2</sub>	3,410	1,700	1,130	850	680	560	480	420	370	340	310	280
2 × 3	5,540	2,770	1,840	1,380	1,100	920	790	690	610	550	500	460
2 <sup>3</sup> / <sub>4</sub> × 4 <sup>1</sup> / <sub>4</sub>	12,830	6,410	4,270	3,200	2,560	2,130	1,830	1,600	1,420	1,280	1,160	1,060
3 × 4	13,210	6,600	4,400	3,300	2,640	2,200	1,880	1,650	1,460	1,320	1,200	1,100
3 <sup>1</sup> / <sub>2</sub> × 4	15,900	7,950	5,300	3,970	3,180	2,650	2,270	1,980	1,760	1,590	1,440	1,320
3 <sup>1</sup> / <sub>2</sub> × 5	21,310	10,650	7,100	5,320	4,260	3,550	3,040	2,660	2,360	2,130	1,930	1,770
3 <sup>3</sup> / <sub>4</sub> × 4 <sup>3</sup> / <sub>4</sub>	21,960	10,980	7,320	5,490	4,390	3,660	3,130	2,740	2,440	2,190	1,990	1,830
3 <sup>3</sup> / <sub>4</sub> × 5 <sup>1</sup> / <sub>4</sub>	25,520	12,760	8,500	6,380	5,100	4,250	3,640	3,190	2,830	2,550	2,320	2,120
3 <sup>1</sup> / <sub>2</sub> × 6	27,790	13,890	9,260	6,940	5,550	4,630	3,970	3,470	3,080	2,770	2,520	2,310
4 × 6	32,980	16,490	10,990	8,240	6,590	5,490	4,710	4,120	3,660	3,290	2,990	2,740

5 <sup>1</sup> / <sub>2</sub> × 5 <sup>1</sup> / <sub>2</sub>	44,300	22,150	14,760	11,070	8,860	7,380	6,320	5,530	4,920	4,430	4,020	3,690
7 <sup>1</sup> / <sub>2</sub> × 7 <sup>1</sup> / <sub>2</sub>	100,500	50,250	33,500	25,120	20,100	16,750	14,350	12,560	11,160	10,050	9,130	8,370

a. Sizes indicated are nominal width × length of the opening for rectangular piping.

3) Building storm drains and sewers. The size of the building *storm drain*, building *storm sewer* and their horizontal branches having a slope of one-half unit or less vertical in 12 units horizontal (4-percent slope) shall be based on the maximum projected roof area in accordance with Table 1106.3. The minimum slope of horizontal branches shall be one-eighth unit vertical in 12 units horizontal (1-percent slope) unless otherwise *approved*.

**TABLE 1106.3 / SIZE OF HORIZONTAL STORM DRAINAGE PIPING**

SIZE OF HORIZONTAL PIPING (inches)	HORIZONTALLY PROJECTED ROOF AREA (square feet)					
	Rainfall rate (inches per hour)					
	1	2	3	4	5	6
<sup>1</sup> / <sub>8</sub> unit vertical in 12 units horizontal (1-percent slope)						
3	3,288	1,644	1,096	822	657	548
4	7,520	3,760	2,506	1,800	1,504	1,253
5	13,360	6,680	4,453	3,340	2,672	2,227
6	21,400	10,700	7,133	5,350	4,280	3,566
8	46,000	23,000	15,330	11,500	9,200	7,600
10	82,800	41,400	27,600	20,700	16,580	13,800
12	133,200	66,600	44,400	33,300	26,650	22,200
15	218,000	109,000	72,800	59,500	47,600	39,650
<sup>1</sup> / <sub>4</sub> unit vertical in 12 units horizontal (2-percent slope)						
3	4,640	2,320	1,546	1,160	928	773
4	10,600	5,300	3,533	2,650	2,120	1,766
5	18,880	9,440	6,293	4,720	3,776	3,146
6	30,200	15,100	10,066	7,550	6,040	5,033
8	65,200	32,600	21,733	16,300	13,040	10,866
10	116,800	58,400	38,950	29,200	23,350	19,450
12	188,000	94,000	62,600	47,000	37,600	31,350
15	336,000	168,000	112,000	84,000	67,250	56,000
<sup>1</sup> / <sub>2</sub> unit vertical in 12 units horizontal (4-percent slope)						
3	6,576	3,288	2,295	1,644	1,310	1,096
4	15,040	7,520	5,010	3,760	3,010	2,500
5	26,720	13,360	8,900	6,680	5,320	4,450
6	42,800	21,400	13,700	10,700	8,580	7,140

8	92,000	46,000	30,650	23,000	18,400	15,320
10	171,600	85,800	55,200	41,400	33,150	27,600
12	266,400	133,200	88,800	66,600	53,200	44,400
15	476,000	238,000	158,800	119,000	95,300	79,250

For SI: 1 inch = 25.4 mm, 1 square foot = 0.0929 m<sup>2</sup>.

- 4) Vertical walls. In sizing roof drains and storm drainage piping, one-half of the area of any vertical wall that diverts rainwater to the roof shall be added to the projected roof area for inclusion in calculating the required size of vertical conductors, leaders and horizontal storm drainage piping.
- 5) Parapet wall scupper location. Parapet wall roof drainage scupper and overflow scupper location shall comply with the requirements of the *International Building Code*.
- 6) Size of roof gutters. The size of semicircular gutters shall be based on the maximum projected roof area in accordance with Table 1106.6.

**TABLE 1106.6 / SIZE OF SEMICIRCULAR ROOF GUTTERS**

DIAMETER OF GUTTERS (inches)	HORIZONTALLY PROJECTED ROOF AREA (square feet)					
	Rainfall rate (inches per hour)					
	1	2	3	4	5	6
<sup>1</sup> / <sub>16</sub> unit vertical in 12 units horizontal (0.5-percent slope)						
3	680	340	226	170	136	113
4	1,440	720	480	360	288	240
5	2,500	1,250	834	625	500	416
6	3,840	1,920	1,280	960	768	640
7	5,520	2,760	1,840	1,380	1,100	918
8	7,960	3,980	2,655	1,990	1,590	1,325
10	14,400	7,200	4,800	3,600	2,880	2,400
<sup>1</sup> / <sub>8</sub> unit vertical 12 units horizontal (1-percent slope)						
3	960	480	320	240	192	160
4	2,040	1,020	681	510	408	340
5	3,520	1,760	1,172	880	704	587
6	5,440	2,720	1,815	1,360	1,085	905
7	7,800	3,900	2,600	1,950	1,560	1,300
8	11,200	5,600	3,740	2,800	2,240	1,870
10	20,400	10,200	6,800	5,100	4,080	3,400
<sup>1</sup> / <sub>4</sub> unit vertical in 12 units horizontal (2-percent slope)						

3	1,360	680	454	340	272	226
4	2,880	1,440	960	720	576	480
5	5,000	2,500	1,668	1,250	1,000	834
6	7,680	3,840	2,560	1,920	1,536	1,280
7	11,040	5,520	3,860	2,760	2,205	1,840
8	15,920	7,960	5,310	3,980	3,180	2,655
10	28,800	14,400	9,600	7,200	5,750	4,800
$\frac{1}{2}$ unit vertical in 12 units horizontal (4-percent slope)						
3	1,920	960	640	480	384	320
4	4,080	2,040	1,360	1,020	816	680
5	7,080	3,540	2,360	1,770	1,415	1,180
6	11,080	5,540	3,695	2,770	2,220	1,850
7	15,600	7,800	5,200	3,900	3,120	2,600
8	22,400	11,200	7,460	5,600	4,480	3,730
10	40,000	20,000	13,330	10,000	8,000	6,660

For SI: 1 inch = 25.4 mm, 1 square foot = 0.0929 m<sup>2</sup>.

m) Secondary (Emergency) Roof Drains.

- 1) Secondary drainage required. Secondary (emergency) roof drains or scuppers shall be provided where the roof perimeter construction extends above the roof in such a manner that water will be entrapped if the primary drains allow buildup for any reason.
- 2) Separate systems required. Secondary roof drain systems shall have the end point of discharge separate from the primary system. Discharge shall be above grade, in a location that would normally be observed by the building occupants or maintenance personnel.
- 3) Sizing of secondary drains. Secondary (emergency) roof drain systems shall be sized in accordance with 4-2-24(C)(8)(L) based on the rainfall rate for which the primary system is sized in Tables 1106.2(1), 1106.2(2), 1106.3 and 1106.6. Scuppers shall be sized to prevent the depth of ponding water from exceeding that for which the roof was designed as determined by 4-2-24(C)(8)(F). Scuppers shall not have an opening dimension of less than 4 inches. The flow through the primary system shall not be considered when sizing the secondary roof drain system.

- n) Values for continuous flow. Equivalent roof area. Where there is a continuous or semicontinuous discharge into the building *storm drain* or building *storm sewer*, such as from a pump, ejector, air conditioning plant or similar device, each gallon per minute of such discharge shall be computed as being equivalent to 96 square feet of roof area, based on a rainfall rate of 1 inch per hour.

- o) Subsoil drains. Subsoil drains shall be open-jointed, horizontally split or perforated pipe conforming to one of the standards listed in **Table 1102.5**. Such drains shall not be less than 4 inches in diameter. Where the building is subject to backwater, the subsoil drain shall be protected by an accessibly located backwater valve. Subsoil drains shall discharge to a trapped area drain, sump, dry well or *approved* location above ground. The subsoil sump shall not be required to have either a gas-tight cover or a vent. The sump and pumping system shall comply with 4-2-24(C)(8)(Q).
- p) Building subdrains. Building subdrains located below the *public sewer* level shall discharge into a sump or receiving tank, the contents of which shall be automatically lifted and discharged into the drainage system as required for building sumps. The sump and pumping equipment shall comply with 4-2-24(C)(8)(Q).
- q) Sumps and Pumping Systems. Pumping system. The sump pump, pit and discharge piping shall conform to the following four (4) Sections.
  - 1) Pump capacity and head. The sump pump shall be of a capacity and head appropriate to anticipated use requirements.
  - 2) Sump pit. The sump pit shall not be less than 18 inches in diameter and 24 inches deep, unless otherwise approved. The pit shall be accessible and located such that all drainage flows into the pit by gravity. The sump pit shall be constructed of tile, steel, plastic, cast-iron, concrete or other approved material, with a removable cover adequate to support anticipated loads in the area of use. The pit floor shall be solid and provide permanent support for the pump.
  - 3) Electrical. Electrical service outlets, when required, shall meet the requirements of NFPA 70.
  - 4) Piping. Discharge piping shall meet the requirements of Section 4-2-24(C)(8)(i) (approved materials chart (4-2-24(C)(1))) and shall include a gate valve and a full flow check valve. Pipe and fittings shall be the same size as, or larger than, pump discharge tapping.

Exception: In one- and two-family dwellings, only a check valve shall be required, located on the discharge piping from the pump or ejector.

- 9. Work without benefit of a Permit: When work requiring a permit has been started prior to the issuance of such permit, the permit fee shall be double the amount of the standard permit fee. However, in no instance shall the fee for a permit issued under these circumstances exceed the standard permit fee by an amount in excess of:
  - (a) Residential districts: Two hundred dollars (\$200.00).
  - (b) Nonresidential districts: Five hundred dollars (\$500.00).

(D) Backflow Prevention:

1. Cross Connection Prohibited:

(a) Cross connections between potable water systems and other systems or equipment containing water or other substances of unknown or questionable quality are prohibited except when and where, as approved by the Department of Municipal Services, suitable protective devices such as the reduced pressure zone backflow preventer or equal are installed, tested and maintained to ensure proper operation on a continuing basis. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

(b) To protect the public water system from contamination due to contaminants through the water service connection into the public water system, a program of inspection and regulation shall be provided. (Ord. 97-O-13, 5-27-1997)

(c) The Director of Municipal Services, or his designated agent, who shall be either a licensed plumber or an approved Cross Connection Control Device Inspector, shall inspect the plumbing in every building or premises served by the public water system as frequently as in his judgment may be necessary to ensure that such plumbing has been installed and maintained in such a manner as to prevent the possibility of pollution of the water supply of the village. The Director of Municipal Services shall notify or cause to be notified in writing the owner, or authorized agent of the owner of any such building or premises, to correct, within a reasonable time period set by the Director of Municipal Services, any plumbing installed or existing contrary to or in violation of this section, and which, in his judgment, may therefore permit the pollution of the village water supply, or otherwise adversely affect the public health.

(d) The Director of Municipal Services, or his designated agent, who shall be either a licensed plumber or an approved cross connection control device inspector, shall have the right of entry into any building during reasonable hours for the purpose of making inspection of the plumbing systems installed in such building or premises; provided, that with respect to the inspection of any single-family dwelling, consent to such inspection shall first be obtained from a person of suitable age and discretion therein or in control thereof. Refusal to allow inspection of a specific dwelling may be cause for requiring installation of suitable backflow protection or to cause discontinuance of potable water service.

2. Definitions: For the purposes of this subsection, the following definitions shall apply:

**AIR GAP:** The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture or other device and the flood-level rim of the receptacle.

**APPROVED:** Accepted by the Willowbrook Department of Municipal Services as meeting an applicable specification stated or cited in this section, or as suitable for the proposed use.

**AUXILIARY SUPPLY:** Any water source or system other than the potable water supply that may be available in the building or premises.

**BACK SIPHONAGE:** The flowing back of used, contaminated or polluted water due to a negative gauge or subatmospheric pressure in that pipe.

**BACKFLOW:** The flow of any water, foreign liquids, gases or other substances back into the distribution pipes of the potable water system.

**BACKFLOW PREVENTER:** A device or means to prevent backflow.

**CONTAMINATION:** See definition of Pollution.

**CROSS CONNECTION:** Any actual or potential connection between the potable water supply and a source of contamination or pollution.

**DRAIN:** Any approved pipe that carries waste water or waterborne wastes in a building drainage system.

**FIXTURE-PLUMBING:** Installed with receptacles, devices or appliances supplied with water or that receive or discharge liquids for liquid borne wastes.

**FLOOD LEVEL RIM:** The edge of the receptacle from which water flows.

**HAZARD, HEALTH:** Any conditions or devices which, in the judgment of the director of municipal services, may create a danger to the health and well-being of the water consumer. An example of a health hazard is a structural defect in the water supply system, whether of location, design or construction, that regularly or occasionally may prevent satisfactory treatment of the water supply or cause it to be polluted from extraneous sources.

**HAZARD, PLUMBING:** Any arrangement of plumbing, including piping and fixtures, whereby a cross connection can be created.

**HYDROPNEUMATIC TANK:** A pressure vessel in which air pressure acts upon the surface of the water contained within the vessel pressurizing the water distribution piping connected to the vessel.

**OUTLET:** The open end of the water supply pipe through which the water is discharged into the plumbing fixture.

**PLUMBING SYSTEM:** Includes the water supply and distribution pipes, plumbing, fixtures and traps; soil, waste and vent pipes; building drains and building sewers, including their respective connections, devices and appurtenances within the property lines of the premises; and water treating or water using equipment.

**POLLUTION:** The presence of any foreign substance (organic, inorganic, radiological or biological) in water that tends to degrade its quality so as to constitute a hazard or impair the usefulness of the water.

**REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTER:** An assembly of differential valves and check valves including an automatically opened spillage port to the atmosphere designed to prevent backflow.

**SURGE TANK:** The receiving, nonpressure vessel forming part of the air gap separation between a potable and an auxiliary supply.

**VACUUM:** Any pressure less than that exerted by the atmosphere.

**VACUUM BREAKER, NONPRESSURE TYPE:** A vacuum breaker designed so as not to be subjected to static line pressure.

**VACUUM BREAKER, PRESSURE TYPE:** A vacuum breaker designed to operate under conditions of static line pressure.

**WATER, NONPOTABLE:** Water that is not safe for human consumption or that is of questionable potability.

**WATER, POTABLE:** Water free from contaminants in amounts sufficient to cause disease or harmful physiological effects. Its bacteriological and chemical quality shall conform to the requirements of the federal and state drinking water regulations and to any regulations of the public health authority having local jurisdiction. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

### 3. Technical Requirements:

(a) Design, Installation And Maintenance of Potable Water Supply System; Connections Prohibited Unless Protected Against Backflow: A potable water supply system shall be designed, installed and maintained in such a manner so as to prevent contamination from nonpotable liquids, solids or gases being introduced into the potable water supply through cross connections or any other piping connections to the system. Connection to the potable water supply system is prohibited unless protected against backflow as set out herein. Examples of fixtures and equipment from which the potable water supply system must be protected include, but are not limited to:

(1) Bidets;

(2) Operating, dissection, embalming and mortuary tables or similar equipment. In such installation, the hose used for water supply shall terminate at least twelve inches (12") away from every point of the table or attachments;

(3) Pumps for nonpotable water, chemicals or other substances; priming connections may be made only through an air gap; and

(4) Building drainage, sewer or vent systems.

(b) Connections To Boilers: Potable water connections to boilers shall be made through an air gap or provided with an approved backflow preventer.

(c) Refrigerating Unit Condensers And Cooling Jackets: Except where potable water provided for a refrigerator condenser or cooling jacket is entirely outside the piping or tank containing a toxic refrigerant, the inlet connection shall be provided with an approved check valve. Also adjacent to and at the outlet side of the check valve, an approved pressure relief valve set to

relieve at five (5) pounds per square inch (psi) above the maximum water pressure at the point of installation shall be provided if the refrigeration units contain more than twenty (20) pounds of refrigerants.

(d) Protection Against Backflow and Back Siphonage: The following regulations shall apply to protection against backflow and back siphonage:

(1) Water Outlets: A potable water system shall be protected against backflow and back siphonage by providing and maintaining at each outlet an air gap, as specified below, between the potable water outlet and the flood level rim of the fixture it supplies or between the outlet and any other source of contamination, or an approved device or means to prevent backflow.

(2) Minimum Required Air Gap:

(A) How Measured: The minimum required air gap shall be measured vertically from the lowest end of a potable water outlet to the flood level rim or line of the fixture or receptacle into which it discharges.

(B) Size: The minimum required air gap shall be twice the effective opening of a potable water outlet unless the outlet is a distance less than three (3) times the effective opening away from a wall or similar vertical surface in which case the minimum required air gap shall be three (3) times the effective opening of the outlet. In no case shall the minimum required air gap be less than two inches (2"). (Ord. 97-O-13, 5-27-1997)

(e) Certification Of Devices To Prevent Backflow Or Back Siphonage: Before any device for the prevention of backflow or back siphonage is installed, it shall have first been certified by the Foundation for Cross Connection Control Research of the University of Southern California and/or the National Sanitation Foundation. Devices, other than reduced pressure zone backflow preventers, installed in a building's potable water supply distribution system for protection against backflow shall be maintained in good working condition by the person or persons responsible for the maintenance of the system. Reduced Pressure Zone backflow preventers installed in a building's potable water supply distribution system shall be tested and/or maintained by state certified backflow preventer maintenance/tester as otherwise provided for in this code. The Director of Municipal Services or his designee shall routinely inspect such devices, and if they are found to be defective or inoperative, shall require the replacement thereof. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

(f) Installation Of Devices: The following shall apply to the installation of certain devices:

(1) Atmospheric vacuum breakers (nonpressure type) shall be installed with the critical level at least six inches (6") above the flood level rim of the fixture they serve and on the discharge side of the last control valve to the fixture. No shutoff valve or faucet shall be installed beyond the vacuum breaker. For closed equipment or vessels such as pressure sterilizers, the top of the vessel shall be treated as the flood level rim but a check valve shall be installed on the discharge side of the vacuum breaker.

(2) A reduced pressure principle type backflow preventer may be installed subject to full static pressure.

(3) Backflow and back siphonage preventing devices containing backflows to separate fixtures shall be accessibly located, preferably in the same room with the fixture they serve. Installation in utility or service spaces, provided they are readily accessible, is also permitted.

(g) Below Rim Supply:

(1) Where a potable water outlet terminates below the rim of a tank or vat and the tank or vat has an overflow of a diameter not less than two inches (2"), the overflow pipe shall be provided with an air gap as close to the tank as possible.

(2) The potable water outlet to the tank or vat shall terminate at a distance not less than one and one-half (1 1/2) times the height to which water can rise in the tank above the top of the overflow. This level shall be established at the maximum flow rate of the supply to the tank or vat and with all outlets except the air gap overflow outlet closed. The distance from the outlet to the high water level shall be measured from the critical point of the potable water supply outlet.

(h) Installation Of Approved Devices: Approved devices to protect against backflow and back siphonage shall be installed at all fixtures and equipment where backflow and/or back siphonage may occur and where a minimum air gap cannot be provided between the water outlet to the fixture or equipment and its flood level rim as follows:

(1) Where a water connection is not subject to back pressure, a vacuum breaker shall be installed on the discharge side of the last valve on the line serving the fixture or equipment. (Ord. 97-O-13, 5-27-1997)

(2) Where a potable water connection is made to a line, fixture, tank, vat, pump or other equipment with a hazard of backflow or back siphonage where the water connection is subject to back pressure, and an air gap cannot be installed, the Director of Municipal Services will require adequate protection, which may include the use of an approved reduced pressure principle backflow preventer. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

(i) Booster Pumps: When a booster pump is used on a water pressure booster system and the possibility exists that a positive pressure of less than twenty (20) pounds per square inch (psi) may occur on the suction side of the pump, there shall be installed a low pressure cutoff on the booster pump to prevent the creation of a vacuum or negative pressure on the suction side of the pump, thus cutting off water to other outlets. (Ord. 97-O-13, 5-27-1997)

4. Backflow Prevention Devices Required: All construction requiring permits by the Department of Municipal Services which involve either construction revisions, alterations or additions to the potable water distribution system of the building or premises or upon a commercial unit reoccupancy, the installation of a backflow prevention device immediately downstream of the water meter shall be required. The following provisions shall apply to such installations of backflow devices: (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

(a) Issuance: Issuance of a permit.

(b) Installation: Backflow preventers shall be installed by a licensed plumber at the sole expense of the owner of the premises being served. Reduced pressure principle backflow preventers shall be installed as follows:

(1) Installation shall be in a location where the unit is readily accessible for maintenance and testing. Location should be immediately "downstream" of the water meter.

(2) Minimum clearances recommended by the manufacturer shall be observed.

(3) The unit shall be protected against flooding and freezing.

(4) Free draining of the relief port must be maintained under all conditions and provisions such as floor drains shall be provided.

(5) If installed at ceiling level, a collection system shall be installed with proper air gap under the drain port to protect areas below the unit from water damage.

(6) There shall be no reduction made in the size of the relief port drain.

(7) Provision shall be made for easy and unrestricted removal of the unit.

(c) Testing Of Reduced Pressure Principle Backflow Preventers:

(1) Each year the village will require the testing of each reduced pressure backflow preventer installed.

(2) Testing of units shall be the responsibility of the building owner or tenant. All RPZ recertifications and testing shall be performed by a Cross Connection Control Device Inspector (CCCDI) in accordance with the state plumbing code. Costs for tests, parts and/or replacement of units will be the responsibility of the building owner.

(3) Testing of initial installation prior to occupancy shall be required.

(4) The building owner or tenant shall cause the inspection and testing of all RPZs each year based on the anniversary date of the installation. Such tests shall be conducted within thirty (30) days of the anniversary date.

(5) The RPZ certification form indicating the RPZ is operating effectively and being maintained in accordance with all state and local code requirements and manufacturers recommendations shall be forwarded to the village of Willowbrook upon every test or recertification performed.

(6) Tampering Prohibited: No persons other than a state licensed plumber or state certified backflow preventer maintenance/tester shall remove, repair, test or perform any maintenance on any reduced pressure principle backflow prevention device. (Ord. 97-O-13, 5-27-1997)

(7) Owners of all reduced pressure principle backflow preventers shall provide easy access to units and/or necessary tools and equipment, ladders or scaffolding to assist the Department of Municipal Services or Village Inspector in inspecting the units, all at owner's expense.

(d) Units Out of Service or in Need of Repair: When a unit is out of service or otherwise is in need of service, the Department of Municipal Services shall be notified within twenty four (24) hours. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

(e) Bypasses: If there is only one service line and the water service cannot be interrupted, a second backflow preventer may be installed parallel with the first. Under no circumstance will a backflow preventer be bypassed by unprotected piping. (Ord. 97-O-13, 5-27-1997)

5. Corrections and Protective Devices: Any user of water shall obtain written approval from the Department of Municipal Services for any proposed corrective action or protective device before using or installing it. The total time allowed for completion of the necessary corrections shall be contingent upon the degree of hazard involved and include the time required to obtain and install equipment. If the cross connection has not been removed within the time as hereinafter specified, the village shall physically separate the Willowbrook water supply from the on-site piping system in such manner that the two (2) systems cannot be connected by any unauthorized person.

6. Piping Identification: When a secondary water source is used in addition to the Willowbrook water supply, exposed Willowbrook water and secondary water piping shall be identified by distinguishing colors or tags and so maintained that each pipe may be traced readily in its entirety; it will be necessary to protect the Willowbrook water supply at the service connection in a manner acceptable to the Department of Municipal Services. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

7. Private Water Storage Tanks: A private water storage tank supplied from the Willowbrook water supply system shall be deemed a secondary water supply unless it is designed and approved for potable water usage.

8. Elimination Of Existing Cross Connections: All existing cross connections to the Willowbrook water supply system shall be eliminated. The expense of such elimination shall be that of the owner of the property on which such cross connection exists. (Ord. 97-O-13, 5-27-1997)

9. Where Protection Is Required:

(a) An approved backflow device shall be installed on all connections to the public water supply as described in the plumbing code, 77 Illinois administrative code part 890. In addition, an approved backflow prevention device shall be installed on each service line to a consumer's water system serving the premises, where in the judgment of the Director of Municipal Services, actual or potential hazards to the public water supply system exist. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

(b) An approved backflow prevention device shall be installed on each service line to a consumer's water system serving premises where the following conditions exist: (Ord. 97-O-13, 5-27-1997)

(1) Premises having an auxiliary water supply, unless such auxiliary supply is accepted as an additional source by the Director of Municipal Services and the source are approved by the Illinois Environmental Protection Agency.

(2) Premises on which any substance is handled which can create an actual premises having sources or systems containing process fluids or waters originating from the public water supply system which are no longer under the sanitary control of the director of municipal services.

(3) Premises having internal cross connections that, in the judgment of the Director of Municipal Services and/or the Cross Connection Control Device Inspector, are not correctable or intricate plumbing arrangements which make it impractical to determine whether or not cross connections exist. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

(4) Premises where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete cross connection survey.

(5) Premises having a repeated history of cross connections being established or reestablished. (Ord. 97-O-13, 5-27-1997)

(c) An approved backflow prevention device shall be installed on all connections to the public water supply as described in the Plumbing Code, 77 Illinois administrative code part 890. In addition, an approved backflow prevention device shall be installed on each service line to a consumer's water system serving, but not necessarily limited to, the following types of facilities, unless the Director of Municipal Services determines that no actual or potential hazard to the public water supply system exists: (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)

(1) Hospitals, mortuaries, clinics, nursing homes.

(2) Laboratories.

(3) Piers, docks, waterfront facilities.

- (4) Sewage treatment plants, sewage pumping stations or storm water pumping stations.
- (5) Food or beverage processing plants.
- (6) Chemical plants.
- (7) Metal plating industries.
- (8) Petroleum processing or storage plants.
- (9) Radioactive material processing plants or nuclear reactors.
- (10) Car washes.
- (11) Pesticide, herbicide or extermination plants and trucks.
- (12) Farm service and fertilizer plants and trucks.

10. Type Of Protection Required:

(a) The type of protection required under subsections (D)9(b)(1), (D)9(b)(2) and (D)9(b)(3) of this section shall depend on the degree of hazard which exists as follows:

(1) An approved fixed proper air gap separation shall be installed where the public water supply system may be contaminated with substances that could cause a severe health hazard.

(2) An approved fixed proper air gap separation or an approved reduced pressure principle backflow prevention assembly shall be installed where the public water supply system may be contaminated with a substance that could cause a system or health hazard.

(3) An approved fixed proper air gap separation or an approved reduced pressure principle backflow prevention assembly or a double check valve assembly shall be installed where the public water supply system may be polluted with substances that could cause a pollution hazard not dangerous to health.

(b) The type of protection required under subsections (D)9(b)(4) and (D)9(b)(5) of this section shall be an approved fixed proper air gap separation or an approved reduced pressure principle backflow prevention device.

(c) Where a public water supply or an auxiliary water supply is used for a fire protection system, reduced pressure principle backflow preventers shall be installed on fire safety systems connected to the public water supply when:

- (1) The fire safety system contains antifreeze, fire retardant or other chemicals.
- (2) Water is pumped into the system from another source.

(3) Water flows by gravity from a nonpotable source; or water can be pumped into the fire safety system from any other source.

(4) There is a connection whereby another source can be introduced into the fire safety system.

(d) All other fire safety systems connected to the potable water supply shall be protected by a double check valve assembly on metered service lines and a double detector check valve assembly on unmetered service lines.

**11. Backflow Prevention Devices:**

(a) All backflow prevention devices or methods required by these rules and regulations shall be approved by the Research Foundation for Cross Connection Control of the University of Southern California, American Water Works Association, American Society of Sanitary Engineering, American National Standards Institute or certified by the National Sanitation Foundation to be in compliance with applicable industry specifications.

(b) Installation of approved devices shall be made in accordance with the manufacturer's instructions. Maintenance as recommended by the manufacturer of the device shall be performed. The manufacturer's maintenance manual shall be available on site at all times. (Ord. 97-O-13, 5-27-1997)

**12. Notification of Violation:** The Director of Municipal Services shall notify the owner, or authorized agent of the owner, of the building or premises in which there is found a violation of this section. The Director of Municipal Services shall set a reasonable time period, based on the level of hazard to health, for the owner to have the violation removed or corrected. Upon failure of the owner to have the defect corrected by the end of the specified time interval, the Director of Municipal Services may, if in his judgment an imminent health hazard exists, cause the water service to the building or premises to be terminated, and/or recommend such additional fines or penalties to be invoked as herein may be provided.

**13. Fines:** The owner, or authorized agent of the owner responsible for maintenance of the plumbing systems in the building, who knowingly permits a violation to remain uncorrected after the expiration of time set by the Director of Municipal Services shall, upon conviction thereof by the court, be required to pay a fine as otherwise provided for in this code. (Ord. 97-O-13, 5-27-1997; amd. Ord. 05-O-32, 11-14-2005)"

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

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

PASSED and APPROVED this 23<sup>rd</sup> day of May, 2016.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:

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

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

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

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

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

### ITEM TITLE:

An Ordinance Providing for the Declaration of the General Prevailing Rate of Hourly Wages for the Year 2016 to be Paid to Laborers, Mechanics and Other Workers Performing Construction of Public Works within the Village of Willowbrook, DuPage County, Illinois

AGENDA NO.

5g

AGENDA DATE: 5/23/16

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

LEGAL REVIEW: Thomas Bastain, Village Attorney

SIGNATURE: THOMAS BASTAIN TA.

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: Tim Halik

REVIEWED & APPROVED BY COMMITTEE:

YES

NO

N/A

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

N/A

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

Under Illinois State Statute, each municipality must investigate and ascertain the prevailing rates of wages paid in the completion of public works projects and post or make available its determination of such prevailing wages. The attached schedule of rates provided by the Illinois Department of Labor (IDOL), when passed through a local ordinance, satisfies the statutory requirement.

Once the ordinance is passed, a certified copy must be provided to the Office of the Illinois Department of Labor. In addition, the ordinance must be promptly published in a local newspaper.

ACTION PROPOSED:

The Village staff recommends that the Mayor and Board of Trustees pass the attached ordinance adopting the Illinois Department of Labor's July 2015 Prevailing Wage Rates for DuPage County pursuant to the Prevailing Wage Law. The IDOL has confirmed that the July 2015 rates are the most current rates available, and it is unknown when new rates will be published by IDOL.

ORDINANCE NO. 16-O-\_\_\_\_\_

**AN ORDINANCE PROVIDING FOR THE DECLARATION  
OF THE GENERAL PREVAILING RATE  
OF HOURLY WAGES FOR THE YEAR 2016  
TO BE PAID TO LABORERS, MECHANICS AND  
OTHER WORKERS PERFORMING CONSTRUCTION OF  
PUBLIC WORKS WITHIN THE VILLAGE OF WILLOWBROOK  
DUPAGE COUNTY, ILLINOIS**

WHEREAS, the State of Illinois has enacted the Prevailing Wage Act [820 ILCS 130/0.01 et. seq.] (the "Act"); and

WHEREAS, the Act requires that the Village of Willowbrook (the "Village"), investigate and ascertain the prevailing rate of wages as defined in the Act for laborers, mechanics and other workers in the locality of the Village employed in performing construction of public works for the Village.

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

Section 1. To the extent and as required by the Prevailing Wage Act, as amended, the general prevailing rate of wages in the locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in the DuPage County area as determined by the Department of Labor of the State of Illinois as of July 2015, a copy of that determination being attached hereto and made a part hereof as Exhibit A. As required by the Act, any and all revisions of the prevailing rate of wages by the Department

of Labor of the State of Illinois shall supersede the Department's previous determination and apply to any and all public works construction undertaken by the Village. The definition of any terms appearing in this Ordinance which are also used in the Act shall be the same as in the Act. Any new determination made by the Department of Labor shall be substituted for the previous determinations.

Section 2: For purposes of this Ordinance, landscape maintenance work shall be defined as the general maintenance of lawns and landscape, such as lawn mowing and grass cutting, tree and shrub pruning, the planting of annuals, grass seeding and fertilizing and herbicide application, and laying sod. Landscape maintenance work is not covered by the prevailing wage schedule promulgated by the Illinois Department of Labor, attached as Exhibit A, unless it is part of a construction project, as further defined in Section 3 below.

Section 3: For purposes of this Ordinance, landscape construction work is any and all work performed in connection with contracts for: (1) the original installation of any landscaping materials on any new construction projects; (2) landscaping done in connection with any road, boulevard, street, highway, bridge, park, sewer or underground utility construction project; (3) lawn and landscape restoration where there has been construction involving trenches and manholes, pipes, cables and conduits; (4) the preparation and landscaping of approaches associated with

construction involving shafts, tunnels, subways and sewers; (5) the landscaping of the old and new site where underpinning, lagging, bracing, propping and shoring has occurred; (6) landscaping associated with construction involving general excavation and grading and the general landscaping of sites of wrecked structures, and (7) the planting of trees and/or shrubs or the replacement of pre-existing trees and/or shrubs. Landscape construction work is covered by the prevailing wage schedule promulgated by the Illinois Department of Labor, attached as Exhibit A. Landscaping of all types performed by Village employees is excluded from coverage.

Section 4. Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the Village to the extent defined and required by the Act.

Section 5. The Village Clerk shall publicly post or keep available for inspection by any interested party in the main office of this Village this determination of such prevailing rate of wage.

Section 6. The Village Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed, or file, their names and addresses requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

Section 7. The Village Clerk shall promptly file and not later than July 15, 2016, or cause to be filed, a certified copy of

this Ordinance with the Department of Labor of the State of Illinois.

Section 8. Within thirty (30) days after filing a certified copy of this Ordinance with the Illinois Department of Labor, the Village Clerk shall cause to be published in a newspaper of general circulation within the area a notice that the determination is effective and that this is the determination of the Village as provided in this notice.

Section 9. This Ordinance shall be in full force and effect upon and after its passage and approval in the manner provided by law.

**PASSED and APPROVED** this 23rd day of May, 2016, by a roll call vote as follows:

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:

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

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

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

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

**EXHIBIT A**  
**DUPAGE COUNTY PREVAILING WAGE FOR JULY 2015**  
**(MOST CURRENT RATES AS PUBLISHED BY THE ILLINOIS DEPARTMENT OF**  
**LABOR)**



TILE MASON	BLD	43.840	47.840	1.5	1.5	2.0	10.55	11.40	0.000	0.990
TRAFFIC SAFETY WRKR	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER	ALL 1	35.920	36.120	1.5	1.5	2.0	8.280	8.760	0.000	0.150
TRUCK DRIVER	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER	BLD	42.620	43.620	1.5	1.5	2.0	10.05	13.34	0.000	0.670

Legend: PG (Region)  
 TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)  
 C (Class)  
 Base (Base Wage Rate)  
 FRMAN (Foreman Rate)  
 M-F 8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)  
 OSA (Overtime (OT) is required for every hour worked on Saturday)  
 OSH (Overtime is required for every hour worked on Sunday and Holidays)  
 H/W (Health & Welfare Insurance)  
 Pensn (Pension)  
 Vac (Vacation)  
 Trng (Training)

**Explanations**

DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

## COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PBX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

## MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

## OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft.; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (SCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machine; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Brcm, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Eurlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

#### OPERATING ENGINEER - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanic Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Mosaic, and Terrazzo Mechanics.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

#### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".



# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

### ITEM TITLE:

A Resolution Authorizing the Mayor and Village Clerk to Execute an Agreement for the Rehabilitation of the Existing Above-Grade Water Storage Structure Located at 710 Willowbrook Centre Parkway – AmCoat Painting, Inc. and Ratifying and Confirming the Village Administrator’s Prior Execution of Said Agreement

AGENDA NO. **5h**

AGENDA DATE:  
5/23/16

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: TE Halik

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH.

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: TE Halik

REVIEWED & APPROVED BY COMMITTEE:

YES  on May 9, 2016 NO  N/A

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

On October 12, 2015, the Municipal Services Committee authorized staff to complete a public bid process to solicit sealed bids for the re-coating of the Village’s 3,000,000 gallon standpipe water tower located on the public works facility property. The advertisement for bids notice was published in the November 13, 2015 edition of the Suburban Life newspaper. The deadline to submit completed bids was December 8, 2015 by 10:00 AM, at which time bids were opened. Five (5) bids were received prior to the deadline, with the lowest qualified bid in the amount of \$931,460 received from AmCoat Painting, Inc., Homer Glen, Illinois.

The Village Board, at their regular meeting on March 14, 2016, adopted a resolution accepting the low bid submitted by AmCoat Painting, Inc. and authorizing the issuance of a Notice of Award. Upon issuance of the Notice of Award, the contractor submitted the required performance bond, labor and material payment bond, and insurance requirements for the project. These documents have been reviewed and approved by the Village Engineering Consultant. The project agreement (attached) was prepared and has been forwarded to the contractor for execution.

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

AmCoat Painting, Inc. is a familiar company that has completed similar water tank rehabilitation projects for other municipalities and water agencies. The final contract price is \$931,460, which is well below the engineer’s probable cost estimate for this project of \$1,598,500.

This project will be funded from disbursements from an IEPA SRF Loan at an interest rate of 1.86%. The project could not commence prior to receiving a final loan commitment from the IEPA, which was received on May 13, 2016. Therefore, after consultation with Mayor Trilla, the agreement was executed by Administrator Halik on May 13<sup>th</sup> to avoid any further project delays and to allow the contractor to start the mobilization phase of the project.

This project would commence immediately and would be substantially complete on or before October 31, 2016.

### ACTION PROPOSED:

Adopt Resolution authorizing the Village’s execution of the contract agreement.

RESOLUTION NO. 16-R-\_\_\_\_\_

**A Resolution Authorizing the Mayor and Village Clerk to Execute an Agreement for the Rehabilitation of the Existing Above-Grade Water Storage Structure Located at 710 Willowbrook Centre Parkway – AmCoat Painting, Inc. and Ratifying and Confirming the Village Administrator’s Prior Execution of Said Agreement**

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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 the Agreement Between Owner and Contractor, between the Village and AmCoat Painting, Inc., attached hereto as Exhibit “A” and made a part hereof, and that the Village Administrator’s prior execution of said agreement is hereby ratified and confirmed.

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: AmCoat Painting, Inc., 17201 S. Parker Road, Homer Glen, IL 60491.

ADOPTED and APPROVED this 23<sup>rd</sup> day of May, 2016.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

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

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

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

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

BID FORM OR PROPOSAL

Proposal of AM-COAT PAINTING INC TRAKORSKI (hereinafter called "BIDDER"), organized and existing under the laws of the State of \_\_\_\_\_ doing business as AM-COAT PAINTING, INC \* to the Village of Willowbrook, Illinois (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of 3 MG Standpipe Painting and Rehabilitation Project

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 243 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$ 250.00 for each consecutive calendar day thereafter.

BIDDER certifies that all iron and steel products used in the project for the construction, alteration, maintenance, or repair of a public water system are produced in the United States in compliance with Section 436. (a) – (f) of H. R. 3547, "The Consolidated Appropriation Act, 2014".

\* Insert "a corporation", "a partnership", or "an individual" as applicable.

(I) By submission of the bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with the bid:

- (i) The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (ii) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and
- (iii) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

(II) Each person signing the bid shall certify that:

- (i) He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid and that he has not participated, and will not participate, in any action contrary to (I) (i) through (I)(iii) above; or
- (ii) He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above, and as their agent shall so certify; and shall also certify that he has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above.

BIDDER acknowledges receipt of the following ADDENDUM (Where applicable): \_\_\_\_\_

\_\_\_\_\_

BIDDER certifies that wages paid in connection with the PROJECT shall be paid at prevailing rates not less than those prevailing under the Davis-Bacon Wage Act. Bidder further certifies that the provisions contained in the following clauses will be exercised in the performance of any contract resulting from this BID and are made a part of the CONTRACT DOCUMENTS thereto by their inclusion in the BID as follows:

“(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)1(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.wdol.gov](http://www.wdol.gov).

(ii)(A) The sub recipient, on behalf of USEPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The USEPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sub

recipient to IEPA. IEPA will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify or disapprove every additional classification action within 30 days of receipt and will so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding, the sub recipient shall upon written request of the USEPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages

of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from IEPA. Such documentation shall be available on request of IEPA or USEPA. As to each payroll copy received, the sub recipient shall provide written confirmation indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient for transmission to IEPA or USEPA, if requested, for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5(a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5(a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete.

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of optional Form WH-347, available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site, shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of IEPA, USEPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or IEPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees --

(i) Apprentices. Apprentices will be permitted to work at less than predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the

applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the USEPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipients, IEPA, USEPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**4. Contract Provision for Contracts in Excess of \$100,000**

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of the section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFF 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clauses set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the USEPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives

of the IEPA, USEPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job

#### **5. Compliance Verification**

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from USEPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the sub recipient must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors and subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the sub recipient must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S. Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the USEPA DB contact listed above and to the appropriated DOL Wage and Hour District Office listed at <http://www.dol.gov/whd>".

**\*\*\*\*\*Insert applicable current Davis-Bacon Wage Rates Here\*\*\*\*\***

General Decision Number: IL160008 01/15/2016 IL8

Superseded General Decision Number: IL20150008

State: Illinois

Construction Types: Building and Residential

Counties: Du Page, Grundy, Kane, Kendall, Lake, McHenry and Will Counties in Illinois.

BUILDING AND RESIDENTIAL PROJECTS (does not include landscape projects).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016

ASBE0017-005 06/01/2015

	Rates	Fringes
ASBESTOS WORKER/INSULATOR includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems.....	\$ 48.45	24.35
Fire Stop Technician.....	\$ 38.76	23.15
HAZARDOUS MATERIAL HANDLER includes preparation, wetting, stripping, removal, scrapping vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not.....	\$ 36.34	23.15

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BOIL0001-003 01/01/2014

DU PAGE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY, AND WILL COUNTIES

	Rates	Fringes
BOILERMAKER.....	\$ 42.13	25.45

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 BRIL0014-001 06/01/2015

DU PAGE, GRUNDY, LAKE, and WILL COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 43.78	24.81

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 BRIL0021-002 06/01/2015

	Rates	Fringes
MARBLE SETTER.....	\$ 43.03	24.25

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 BRIL0021-008 06/01/2015

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 41.88	23.34
TILE FINISHER.....	\$ 33.60	15.22
TILE SETTER.....	\$ 40.49	16.93

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 BRIL0021-010 06/01/2015

	Rates	Fringes
MARBLE FINISHER.....	\$ 32.40	23.85

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 BRIL0027-002 06/01/2014

KANE, KENDALL, and MCHENRY COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.58	23.80

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 \* CARP0555-004 10/01/2015

Residential

DU PAGE and LAKE COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 35.11	28.81

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 CARP0555-005 06/01/2015

BUILDING

DUPAGE and LAKE COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 44.35	28.81

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 CARP0555-006 06/01/2015

WILL COUNTY

BUILDING

	Rates	Fringes
Carpenter; Millwright; Piledrivermen.....	\$ 44.35	31.09

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 \* CARP0555-007 10/01/2015

WILL COUNTY

RESIDENTIAL

	Rates	Fringes
CARPENTER.....	\$ 35.11	28.81

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 CARP0555-009 06/01/2015

KANE, KENDALL, AND McHENRY COUNTIES

BUILDING

	Rates	Fringes
CARPENTER Carpenter, Floor Layer, Lather, Millwright, and Piledriver.....	\$ 44.35	31.09

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 \* CARP0555-010 10/01/2015

KANE, KENDALL, and McHENRY COUNTIES

RESIDENTIAL

	Rates	Fringes
CARPENTER.....	\$ 35.11	28.81

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 \* CARP0555-012 10/01/2015

GRUNDY COUNTY

	Rates	Fringes
CARPENTER Carpenter, Millwright, Piledriver, and Soft Floor Layer.....	\$ 43.35	27.68
Residential.....	\$ 35.11	28.81

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 ELEC0009-002 06/01/2015

WILL COUNTY

	Rates	Fringes
Line Construction		
Groundman.....	\$ 37.05	22.71
Lineman and Equipment		
Operator.....	\$ 47.50	29.12

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ELEC0117-002 08/31/2015

KANE (Northern Half) and McHENRY COUNTIES

	Rates	Fringes
ELECTRICIAN		
Building.....	\$ 44.62	29.47
Residential.....	\$ 38.24	26.44

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ELEC0117-003 11/02/2014

KANE (Northern Half), and McHENRY COUNTIES

	Rates	Fringes
ELECTRICIAN		
ELECTRICAL TECHNICIAN.....	\$ 36.76	24.63

Work includes the installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central office, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN, (wide area networks), LAN (Local area networks), and ISDN (integrated system digital network). The work shall cover the pulling of wire in raceways, but not the installation of raceways.

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ELEC0150-002 06/01/2015

LAKE COUNTY

	Rates	Fringes
ELECTRICIAN		
Building & Residential.....	\$ 39.40	34.58

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ELEC0150-003 06/03/2013

LAKE COUNTY

	Rates	Fringes
ELECTRICIAN		
ELECTRICAL TECHNICIAN.....	\$ 35.13	24.42

Work includes the installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, fire alarm systems that are a

component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central office, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN, (wide area networks), LAN (Local area networks), and ISDN (integrated system digital network).The work shall cover the pulling of wire in raceways, but not the installation of raceways.

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 ELEC0176-003 06/01/2015

Grundy and Will Counties

	Rates	Fringes
ELECTRICIAN		
Residential.....	\$ 37.05	30.31

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 ELEC0176-008 06/01/2015

GRUNDY and WILL COUNTIES

	Rates	Fringes
ELECTRICIAN		
Building.....	\$ 40.00	32.35

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 ELEC0176-015 06/01/2015

GRUNDY and WILL COUNTIES

	Rates	Fringes
ELECTRICIAN		
ELECTRICAL TECHNICIAN.....	\$ 33.00	26.33

Work includes the installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central office, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN, (wide area networks), LAN (Local area networks), and ISDN (integrated system digital network).The work shall cover the pulling of wire in raceways, but not the installation of raceways.

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 ELEC0461-002 08/31/2015

KANE (Southern Half) AND KENDALL COUNTIES

	Rates	Fringes
ELECTRICIAN		
Building.....	\$ 47.25	25.75
Residential.....	\$ 41.14	23.57

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 ELEC0461-005 11/03/2014

KANE (Southern Half), AND KENDALL COUNTIES

	Rates	Fringes
ELECTRICIAN		
ELECTRICAL TECHNICIAN.....	\$ 38.62	22.35

Work includes the installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central office, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN, (wide area networks), LAN (Local area networks), and ISDN (integrated system digital network).The work shall cover the pulling of wire in raceways, but not the installation of raceways.

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 ELEC0701-002 08/31/2015

DUPAGE COUNTY

	Rates	Fringes
ELECTRICIAN		
Building.....	\$ 38.74	35.67
Residential.....	\$ 36.00	28.87

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 ELEC0701-003 11/03/2014

DU PAGE COUNTY

	Rates	Fringes
ELECTRICIAN		
ELECTRICAL TECHNICIAN.....	\$ 32.65	22.00

Work includes the installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central office, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN, (wide area networks), LAN (Local area networks), and ISDN (integrated system digital network).The work shall cover the pulling of wire in raceways, but not the installation of raceways.

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 ELEV0002-001 01/01/2015

DU PAGE, GRUNDY, KANE, KENDALL, LAKE, and WILL COUNTIES

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 50.80	28.39+a+b

FOOTNOTES:

a) PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving Day; Veterans' Day and Christmas Day.

b) Employer contributes 8% of regular hourly rate as vacation pay credit for employee with more than 5 years of service, and 6% for employee with less than 5 years service

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 ELEVO132-004 01/01/2015

McHENRY COUNTY

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 46.83	28.39+a+b

FOOTNOTES:

A . Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; Veterans' Day and Christmas Day.

B. Employer contributes 8% of regular hourly rate as vacation pay credit for employee who has worked in business more than 5 yrs, and 6% for employee who has worked in business less than 5 yrs.

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 \* ENGI0150-026 06/01/2015

BUILDING and RESIDENTIAL

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 48.10	33.35
GROUP 2.....	\$ 46.80	33.35
GROUP 3.....	\$ 44.25	33.35
GROUP 4.....	\$ 42.50	33.35

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Mechanic; Asphalt Plant\*; Asphalt Spreader; Autograde\*; Backhoes with Caisson attachment\*; Batch Plant\*; Benoto(Requires two Engineers); Boiler and Throttle Valve; Caisson Rigs\*; Central Redi-Mix Plant\*; Combination Backhoe Front Endloader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted)\*; Concrete Conveyor; Concrete Conveyor, Truck Mounted; Concrete Paver over 27E cu. ft.\*; Concrete Paver 27E cu ft and Under\*; Concrete Placer\*; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes\*; Cranes, Hammerhead\*; Cranes, (GCI and similar type Requires two operators only); Creter Crane; Crusher, Stone, etc; Derricks; Derricks, Traveling\*; Formless Curb and Gutter Machine\*; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2 1/4 yd. and over; Hoists, Elevators, Outside Type Rack and pinion and similar Machines; Hoists, One, Two, and Three Drum; Hoists, Two Tugger One Floor;

Hydraulic Backhoes\*; Hydraulic Boom Trucks; Hydraulic Vac (and similar equipment); Locomotives; Motor Patrol\*; Pile Drivers and Skid Rig\*; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram (Requiring frequent Lubrication and Water); Pump Cretes; Squeeze Cretes-Screw Type Pumps Gypsum Bulker and Pump; Raised and Blind Hole Drill\*; Roto Mill Grinder (36" and Over)\*; Roto Mill Grinder (Less Than 36")\*; Scoops-Tractor Drawn; Slip-Form Paver\*; Straddle Buggies; Tournapull; Tractor with Boom, and Side Boom; and Trenching Machines\*.

GROUP 2: Bobcat (over 3/4 cu yd); Boilers; Brick Forklift; Broom, Power Propelled; Bulldozers; Concrete Mixer (Two Bag and over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front End loaders under 2 1/4 cu yd; Automatic Hoists, Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted)\*; Rollers; Steam Generators; Tractors; Tractor Drawn Vibratory Roller (Receives an additional \$.50 per hour); Winch Trucks with "A" Frame.

GROUP 3: Air Compressor-Small 250 and Under (1 to 5 not to exceed a total of 300 ft); Air Compressor-Large over 250; Combination-Small Equipment Operator; Generator- Small 50 kw and under; Generator-Large over 50 kw; Heaters, Mechanical; Hoists, Inside Elevators (Remodeling or Renovatin work); Hydrualic Power Units (Pile Driving, Extracting, and Drilling); Low Boys; Pumps Over 3" (1 To 3 not to exceed a total of 300 ft); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu yd)

GROUP 4 - Bobcats and/or other Skid Steer Loaders; Brick Forklifts; Oilers \*-Requires Oiler

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IRON0001-014 06/01/2015

DU PAGE (Eastern 1/4), LAKE, AND MCHENRY (Hebron, Woodstock, and East thereof) COUNTIES

	Rates	Fringes
IRONWORKER		
Sheeter.....	\$ 44.45	35.54
Structural and Reinforcing..	\$ 44.20	35.54

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IRON0063-003 06/01/2015

LAKE, DUPAGE (Eastern 1/4) and MCHENRY (HEBRON, WOODSTOCK & EAST THEREOF) COUNTIES

	Rates	Fringes
IRONWORKER, ORNAMENTAL. . . . .	\$ 45.00	32.14

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IRON0063-004 06/01/2015

LAKE, DUPAGE (Eastern 1/4), and McHENRY (HEBRON, WOODSTOCK & EAST THEREOF) COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 37.34	25.41
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IRON0136-002 07/01/2015		

LAKE, DUPAGE (Eastern 1/4) and McHENRY (HEBRON, WOODSTOCK & East thereof) COUNTIES

	Rates	Fringes
IRONWORKER		
Machinery Movers; Riggers;		
Machinery Erectors.....	\$ 38.40	31.14
Master Riggers.....	\$ 40.90	31.14
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IRON0393-002 06/01/2015		

DUPAGE (REMAINDER), KANE, KENDALL (NORTHERN PART), and McHENRY (SOUTHEAST 1/4) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 45.06	31.98
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IRON0444-002 06/01/2015		

DUPAGE (ARGONNE & VIC), GRUNDY, KENDALL (Southern Part), and WILL COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.50	33.70
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IRON0498-006 06/01/2015		

McHENRY COUNTY (Northwest Part)

	Rates	Fringes
IRONWORKER.....	\$ 36.29	33.93
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LABO0002-003 06/01/2015		

DU PAGE COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 39.20	25.20
GROUP 2.....	\$ 39.20	25.20

GROUP 3.....	\$ 39.28	25.20
GROUP 4.....	\$ 39.30	25.20
GROUP 5.....	\$ 39.40	25.20
GROUP 6.....	\$ 39.40	25.20
GROUP 7.....	\$ 39.43	25.20
GROUP 8.....	\$ 39.53	25.20
GROUP 9.....	\$ 39.55	25.20
GROUP 10.....	\$ 39.75	25.20
GROUP 11.....	\$ 39.78	25.20
GROUP 12.....	\$ 39.40	25.20

## LABORER CLASSIFICATIONS

GROUP 1: Building laborers, Plasterer tenders, Pumps for Dewatering & other Unclassified Laborers

GROUP 2: Fireproofing and fire shop laborers

GROUP 3: Cement gun laborers and hose

GROUP 4: Chimney over 40 feet; Scaffold laborers; Weldman-wreckers Burners

GROUP 5: Cement gun nozzle (gunite) laborers; Windlass and capstan person

GROUP 6: Stone derrickmen and handlers

GROUP 7: Jackhammermen, Power driven concrete saws and other power equipment

GROUP 8: Firebrick & boiler laborers

GROUP 9: Chimney on fire brick; Caisson Diggers; Well Point system men

GROUP 10: Boiler setter plastic laborers

GROUP 11: Jackhammermen on fire brick work only

GROUP 12: Dosimeter (any device) monitoring nuclear exposure); Asbestos abatement laborers; Toxic and Hazardous waste removal laborers

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LABO0075-001 06/01/2015

## GRUNDY AND WILL COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 39.20	25.20
GROUP 2.....	\$ 39.20	25.20
GROUP 3.....	\$ 39.28	25.20
GROUP 4.....	\$ 39.40	25.20
GROUP 5.....	\$ 39.40	25.20
GROUP 6.....	\$ 39.55	25.20
GROUP 7.....	\$ 39.40	25.20

## LABORER CLASSIFICATIONS

GROUP 1 - Mortar mixers, handling asphalt shingles; Scaffolds; Sewer and trench work (ground level down to 8 feet); Catch basin and manhole diggers, mesh handling on road work; Cement and mineral filler handler; Concrete puddlers; Batch dumpers (cement & asphalt); Vibrator operators; Sand and stone wheelers to mixer Handlers); Concrete wheelers; Airtamping hammermen; Concrete & paving breakers; Rock drillers/Jackhammermen; Chipping hammermen 1-Bag mixer; Asphalt laborer; Chain and power saws; Pit men; Fencing laborers; Mason tenders (mortar and brick wheeler); Kettlemen & tarmen, tank cleaners; Scaffold and staging laborers; Pot Firemen (tarmen); Heaters tender for any purpose; Water pumps (portable water pumps shall be tended by laborers if the employer determines tending is required); Rip rap; Handling of slab steel road forms in any manner, except road form setting, setting center strips, Contraction and expansion joints (road work); Unloading and handling of lumber, brick, transite materials, cast iron water pipe, reinforced concrete rods, sewer and drain tile, railroad tiles and all other creosoted materials; paving blocks and concrete forms; Handling of insulation of any type; all work involving the unloading of materials, fixtures, or furnishing, whether crated or uncrated; all mortar and composition mixers of sewer work; track laborers; Chimney and silo laborers working at a height of 1 to 48 feet; All laborers working on swinging suspended, or any type or make of scaffolding 1 to 48 feet; All laborers working inside a sphere or any type or make of tank; Working inside a sphere or any type or make of tank from bottom to a height of 48 feet; Form strippers (any type); Mechanical or motorized buggies, for concrete or masons employers; Use of skid steer loads or any other machinery which replaces the wheelbarrow or buggy; Handling multiple concrete duct or any other type of pipe used in public utility work unless otherwise specified herein; Snapping of wall ties and removal of rods; drilling of anchor bolt holes; Concrete or asphalt clipper type saws and self-propelled saws; Shoulder and grade laborers; All hydraulic electric and air or any other type of tools; Grouting and caulking; Cleaning lumber, Nail pulling, Deck hand; Dredgehand; Shore laborer; Bankmen on Floating Plant; Tool and material checkers; Signalmen and Flagmen on all construction work; Cleaning of debris; Removal of trees; Concrete curing, temporary concrete protection regardless of manner or materials used; Laborers on Apsco; Janitorial; Wrecking and demolition laborers

GROUP 2 - Sewer and drain pipe layers and multiple concrete duct or any other type of pipe used, on public utility work (ground level to 8 feet); Pumpcrete pipe handlers

GROUP 3 - Asphalt rakers; Hod carriers; Plasterer laborers; Gunnite laborers, Slab for setters on roads, highways, streets, airport runaways, and radii (any type of form) stringline men for all aforementioned work; Wagon and tower drillers on land and floating plant used on dredging; Asphalt gunners and plug men (undercoating on road work); Mortar pump laborers; Plaster pump laborers

GROUP 4 - Tunnel miners, and all laborers inside tunnel; Air blow pipemen; Torchmen (burners); Mortaring men on sewer and drain pipe (the applying of mortar and composition mixes); All bottom men on sewer work-all sewer and drain pipelayers-multiple concrete duct or any other type of pipe used on public utility work-8 feet or more below ground level, and all other sewer and trench laborers 8 feet or more below ground level regardless of excavation area; All labor work inside cofferdam; Use of a 10 foot or more drill steel for hand held drills; Caisson laborers ground level down 15 feet; All air tools 8 feet or more below ground level; All laborers working on swinging-suspended or any type or make of scaffolds, 48 feet to 100 feet; All chimney and silo laborers working at a height of 48 to 100 feet; All tamping hammers over 150 lbs.; All laborers working inside of a sphere or any type or make of tank at a height of 48 feet to 100 feet; all hydraulic, electric and air tools or any other type 8 feet or more below ground level; Vibrators-any type-8 feet or more below ground level

GROUP 5 - Gunnite nozzle men; Caisson laborers and all tamping hammers from 150 lbs and over; from 15 feet below ground level down to 50 feet; and all laborers working inside of a sphere or any type of tank for every additional 50 feet or part thereof above 100 feet in height

GROUP 6 - All underground cavern laborers; Caisson laborers 50 feet or more below ground level; Laborers working under radio active conditions (suinting up); Blasting men (Powdermen)

GROUP 7 - Dosimeter (any device) used for monitoring nuclear exposure; Asbestos abatement worker; Toxic and hazardous waste removal laborer; and chimney and silo laborers for every additional 50 feet or any part thereof above 100 feet high

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LAB00149-001 06/01/2015

KANE, KENDALL, AND McHENRY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 39.20	25.20
GROUP 2.....	\$ 39.43	25.20
GROUP 3.....	\$ 39.20	25.20
GROUP 4.....	\$ 39.43	25.20
GROUP 5.....	\$ 39.43	25.20
GROUP 6.....	\$ 39.55	25.20
GROUP 7.....	\$ 39.55	25.20
GROUP 8.....	\$ 39.40	25.20

LABORER CLASSIFICATIONS

GROUP 1 Common Laborer

GROUP 2 Power Vibrator

GROUP 3 Torchman (demolition only), Mortarmen

GROUP 4 Power Tamper

GROUP 5 Jackhammer & Airspade; Chainsaw, Swinging Stage and  
Boatswain Chair; Cement Gun Nozzleman; Hod Carrier;  
Plasterer Tender, and Tunnel Man

GROUP 6 Tile Layers; Bottom Men

GROUP 7 Caisson Laborers; Dynamiters

GROUP 8 Asbestos abatement laborers, Toxic and hazardous  
waste removal laborers, Dosimeter (any device) monitoring  
nuclear exposure

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LABO0152-001 06/01/2015

LAKE COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 39.20	25.20
GROUP 2.....	\$ 39.28	25.20
GROUP 3.....	\$ 39.30	25.20
GROUP 4.....	\$ 39.40	25.20
GROUP 5.....	\$ 39.40	25.20
GROUP 6.....	\$ 39.43	25.20
GROUP 7.....	\$ 39.53	25.20
GROUP 8.....	\$ 39.55	25.20
GROUP 9.....	\$ 39.40	25.20
GROUP 10.....	\$ 39.75	25.20
GROUP 11.....	\$ 39.40	25.20

LABORER CLASSIFICATIONS

GROUP 1: Building laborers; Plasterer tenders, General  
laborers (wrecking and demolition); Fireproofing and fire  
shop laborers

GROUP 2: Cement gun laborers and hose

GROUP 3: Chimney over 40 feet; Scaffold laborers; Wall men  
or wreckers

GROUP 4: Cement Gun nozzle (gunite) laborers

GROUP 5: Stone derrickmen and handlers

GROUP 6: Jackhammermen (tamperers & vibrators); Power driven  
concrete saws

GROUP 7: Firebrick & boiler laborer setters

GROUP 8: Chimney laborers (on fire brick); Caisson Diggers;  
Well Point system men

GROUP 9: Windlass and capstan persons

GROUP 10: Boiler setter plastic laborers

GROUP 11: Dosimeter (any device) monitoring nuclear exposure; Asbestos abatement laborers; Toxic and hazardous waste removal laborers

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 PAIN0014-002 06/01/2015

GRUNDY, LAKE, and WILL COUNTIES

	Rates	Fringes
PAINTER		
Brush, Decorator, and Paperhanger.....	\$ 43.05	23.47

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 PAIN0027-003 06/01/2014

	Rates	Fringes
GLAZIER.....	\$ 40.50	30.82

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 PAIN0030-001 07/01/2015

DUPAGE, KANE, KENDALL, AND MCHENRY COUNTIES

	Rates	Fringes
PAINTER		
Brush, Drywall Taper/Finisher, Sandblaster, and Spray.....	\$ 42.93	19.85

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 PLAS0005-003 07/01/2015

GRUNDY and WILL COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 42.25	26.65

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 PLAS0005-006 07/01/2015

DU PAGE COUNTY

	Rates	Fringes
PLASTERER.....	\$ 42.25	26.65

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 PLAS0011-008 06/01/2012

DE KALB, KANE, KENDALL, AND MCHENRY COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 41.55	23.76

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 PLAS0011-012 06/01/2012

## GRUNDY AND WILL COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 41.00	24.43

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PLAS0011-014 06/01/2011

## LAKE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 40.30	23.28
PLASTERER.....	\$ 38.69	23.43

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PLAS0803-002 08/01/2010

## DUPAGE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.00	24.03

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PLUM0093-001 06/01/2015

## LAKE and McHENRY COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 45.76	26.92

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PLUM0130-002 06/01/2015DUPAGE (Argonne National Laboratories and Fermi National  
Laboratory), GRUNDY & WILL COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 45.76	26.92

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PLUM0501-001 12/01/2013DUPAGE (excluding Argonne National Laboratory and Fermi  
National Laboratory), KANE, and KENDALL (except the Mich-Wis  
Pumping Station in Milbrook, Silicas and Plant and Village of  
Newark, excludes Yorkville) COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 41.20	29.15

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PLUM0597-001 06/01/2015DUPAGE (Argonne National Laboratories, and Fermi National  
Laboratory), GRUNDY, LAKE, MCHENRY & WILL COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 47.00	28.19

ROOF0011-004 06/01/2015

DUPAGE, KANE, KENDALL, LAKE, MCHENRY, and WILL COUNTIES

	Rates	Fringes
ROOFER.....	\$ 41.00	19.40

ROOF0011-009 06/01/2015

	Rates	Fringes
ROOFER.....	\$ 31.41	19.40

SFIL0281-002 06/01/2015

DuPAGE, KANE, KENDALL, LAKE, MCHENRY, and WILL COUNTIES

	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.10	23.05

SHEE0073-003 06/01/2011

LAKE COUNTY

	Rates	Fringes
Sheet metal worker.....	\$ 40.56	27.23

SHEE0073-004 06/01/2011

LAKE COUNTY

	Rates	Fringes
Sheet Metal Worker ALUMINUM GUTTER WORK.....	\$ 27.63	27.23

SHEE0265-001 06/01/2011

DU PAGE, GRUNDY, KANE, KENDALL, MCHENRY, and WILL COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 41.66	23.95

\* TEAM0179-001 06/01/2015

GRUNDY, KENDALL, and WILL COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axle Trucks.....	\$ 36.45	0.25+a
4 Axle Trucks.....	\$ 36.60	0.25+a

5 Axle Trucks.....	\$ 36.80	0.25+a
6 Axle Trucks.....	\$ 37.00	0.25+a
All Lowboy Trucks.....	\$ 37.20	0.25+a

FOOTNOTE: a. \$647.20 per week.

FOOTNOTE: An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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\* TEAM0301-001 06/01/2015

LAKE AND MCHENRY COUNTIES

Rates

Fringes

TRUCK DRIVER

2-3 AXLES.....	\$ 36.21	9.32+a
4 AXLES.....	\$ 36.36	9.32+a
5 AXLES.....	\$ 36.56	9.32+a
6 AXLES.....	\$ 36.76	9.32+a

FOOTNOTE: a. \$282.00 per week pension

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

#### CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on

the front

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 \* TEAM0673-003 06/01/2015

DU PAGE and KANE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 35.57	.25+a
4 AXLES.....	\$ 35.72	.25+a
5 AXLES.....	\$ 35.92	.25+a
6 AXLES.....	\$ 36.12	.25+a

FOOTNOTE: a. \$681.70 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50

feet long;

Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).  
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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Du Page County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng	
ASBESTOS ABT-GEN		ALL		39.400	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500	
ASBESTOS ABT-MEC		BLD		36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000	0.720	
BOILERMAKER		BLD		47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000	0.400	
BRICK MASON		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030	
CARPENTER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630	
CEMENT MASON		ALL		43.750	45.750	2.0	1.5	2.0	13.05	14.45	0.000	0.480	
CERAMIC TILE FNSHER		BLD		36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000	0.770	
COMMUNICATION TECH		BLD		32.650	34.750	1.5	1.5	2.0	9.550	15.16	1.250	0.610	
ELECTRIC PWR EQMT OP		ALL		37.890	51.480	1.5	1.5	2.0	5.000	11.75	0.000	0.380	
ELECTRIC PWR EQMT OP		HWY		39.220	53.290	1.5	1.5	2.0	5.000	12.17	0.000	0.390	
ELECTRIC PWR GRNDMAN		ALL		29.300	51.480	1.5	1.5	2.0	5.000	9.090	0.000	0.290	
ELECTRIC PWR GRNDMAN		HWY		30.330	53.290	1.5	1.5	2.0	5.000	9.400	0.000	0.300	
ELECTRIC PWR LINEMAN		ALL		45.360	51.480	1.5	1.5	2.0	5.000	14.06	0.000	0.450	
ELECTRIC PWR LINEMAN		HWY		46.950	53.290	1.5	1.5	2.0	5.000	14.56	0.000	0.470	
ELECTRIC PWR TRK DRV		ALL		30.340	51.480	1.5	1.5	2.0	5.000	9.400	0.000	0.300	
ELECTRIC PWR TRK DRV		HWY		31.400	53.290	1.5	1.5	2.0	5.000	9.730	0.000	0.310	
ELECTRICIAN		BLD		38.160	41.980	1.5	1.5	2.0	9.550	18.29	4.680	0.680	
ELEVATOR CONSTRUCTOR		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600	
FENCE ERECTOR	NE	ALL		37.340	39.340	1.5	1.5	2.0	13.05	12.06	0.000	0.300	
FENCE ERECTOR	W	ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700	
GLAZIER		BLD		40.500	42.000	1.5	2.0	2.0	13.14	16.99	0.000	0.940	
HT/FROST INSULATOR		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720	
IRON WORKER	E	ALL		44.200	46.200	2.0	2.0	2.0	13.65	21.14	0.000	0.350	
IRON WORKER	W	ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700	
LABORER		ALL		39.200	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500	
LATHER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630	
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000	
MARBLE FINISHERS		ALL		32.400	34.320	1.5	1.5	2.0	10.05	13.75	0.000	0.620	
MARBLE MASON		BLD		43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000	0.780	
MATERIAL TESTER I		ALL		29.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500	
MATERIALS TESTER II		ALL		34.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500	
MILLWRIGHT		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630	
OPERATING ENGINEER		BLD 1		48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER		BLD 2		46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER		BLD 3		44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER		BLD 4		42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER		BLD 5		51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER		BLD 6		49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER		BLD 7		51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER		FLT		36.000	36.000	1.5	1.5	2.0	17.10	11.80	1.900	1.250	
OPERATING ENGINEER		HWY 1		46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER		HWY 2		45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER		HWY 3		43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER		HWY 4		42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER		HWY 5		41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER		HWY 6		49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250	
OPERATING ENGINEER		HWY 7		47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250	
ORNAMNTL IRON WORKER E		ALL		45.000	47.500	2.0	2.0	2.0	13.55	17.94	0.000	0.650	
ORNAMNTL IRON WORKER W		ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700	
PAINTER		ALL		41.730	43.730	1.5	1.5	1.5	10.30	8.200	0.000	1.350	
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000	
PILEDRIVER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630	
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780	
PLASTERER		BLD		43.430	46.040	1.5	1.5	2.0	10.05	14.43	0.000	1.020	
PLUMBER		BLD		46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880	
ROOFER		BLD		41.000	44.000	1.5	1.5	2.0	8.280	10.54	0.000	0.530	
SHEETMETAL WORKER		BLD		44.720	46.720	1.5	1.5	2.0	10.65	13.31	0.000	0.820	
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550	
STEEL ERECTOR	E	ALL		42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350	
STEEL ERECTOR	W	ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700	
STONE MASON		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030	
SURVEY WORKER		NOT IN EFFECT		ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER		BLD		38.040	0.000	1.5	1.5	2.0	10.55	11.22	0.000	0.720	
TERRAZZO MASON		BLD		41.880	44.880	1.5	1.5	2.0	10.55	12.51	0.000	0.940	

TILE MASON	BLD	43.840	47.840	1.5	1.5	2.0	10.55	11.40	0.000	0.990
TRAFFIC SAFETY WRKR	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER	ALL 1	35.920	36.120	1.5	1.5	2.0	8.280	8.760	0.000	0.150
TRUCK DRIVER	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPINTER	BLD	42.620	43.620	1.5	1.5	2.0	10.05	13.34	0.000	0.670

Legend: RG (Region)  
 TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)  
 C (Class)  
 Base (Base Wage Rate)  
 FMAN (Foreman Rate)  
 M-F\*8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)  
 OSA (Overtime (OT) is required for every hour worked on Saturday)  
 OSH (Overtime is required for every hour worked on Sunday and Holidays)  
 H/W (Health & Welfare Insurance)  
 Pensa (Pension)  
 Vac (Vacation)  
 Trng (Training)

**Explanations**

**DUPAGE COUNTY**

**IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.**

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

**EXPLANATION OF CLASSES**

**ASBESTOS - GENERAL** - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

**ASBESTOS - MECHANICAL** - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

**TRAFFIC SAFETY** - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

**CERAMIC TILE FINISHER**

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

## COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PBX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

## MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

## OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft.; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Foam (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc.; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Flows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanic and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

**SURVEY WORKER** - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

**TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION**

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

**TERRAZZO FINISHER**

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

**Other Classifications of Work:**

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

**LANDSCAPING**

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

**MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II**

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".



**MAJOR ITEMS OF EQUIPMENT**

It is hereby expressly agreed that the Contractor shall furnish and install in full compliance with the Plans and Contract Documents, the major items of equipment, as manufactured or supplied by the following listed manufacturers or suppliers:

No.	Description	Manufacturer or Supplier
1.	COATINGS	THERMAC
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety, are hereby held and firmly  
bound unto \_\_\_\_\_ as OWNER in the penal sum of  
\_\_\_\_\_ for the payment of which, well and truly to be  
made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

The Condition of the above obligation is such that whereas the Principal has submitted to  
\_\_\_\_\_ a certain BID, attached hereto and hereby made  
a part hereof to enter into a contract in writing, for the

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Principal (L.S.)

\_\_\_\_\_  
Surety

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

**IMPORTANT-Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.**

**AGREEMENT**

THIS AGREEMENT, made this 13th day of May, 20 16, by and between Village of Willowbrook, hereinafter called "OWNER" and Amcoat Painting, Inc. doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of 3 MG Standpipe Painting and Rehabilitation Project
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the Contract Documents within 1 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 180 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ 931,460.00, or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (A) Advertisement for BIDS
  - (B) Information for BIDDERS
  - (C) BID
  - (D) BID BOND
  - (E) Agreement
  - (F) Payment BOND
  - (G) Performance BOND
  - (H) NOTICE OF AWARD
  - (I) NOTICE TO PROCEED
  - (J) CHANGE ORDER
  - (K) DRAWINGS prepared by Christopher B. Burke Engineering, Ltd. numbered \_\_\_\_\_ through \_\_\_\_\_, and dated December 8, 20 15.
  - (L) SPECIFICATIONS prepared or issued by Christopher B. Burke Engineering, Ltd. \_\_\_\_\_, dated December 8, 20 15.

(M) ADDENDA:

No. 1, dated December 3, 2015

No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_\_\_\_

6. The OWNER will pay to the CONTRACTOR in the manner and at such times, such amounts as required by the CONTRACT DOCUMENTS.

7. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (\_\_\_\_\_) each of which shall be deemed an original on the date first above written.



(Please Type)

(SEAL)

ATTEST:

Cynthia A. Stuchl  
Name CYNTHIA A. STUCHL

(Please Type)

Title EXECUTIVE SECRETARY /  
NOTARY PUBLIC

(Please Type)

(SEAL)

ATTEST:

\_\_\_\_\_  
Name \_\_\_\_\_

(Please Type)

Title \_\_\_\_\_

OWNER:

VILLAGE OF WILLOWBROOK

By T. J. Halik

Name TIMOTHY J. HALIK

Title VILLAGE ADMINISTRATOR

CONTRACTOR:

AMCOAT PAINTING, INC.

By \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
(Address of Corporation)

a \_\_\_\_\_ hereinafter called Principal and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars, \$(\_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

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

(SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

(SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_)  
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind  
ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain  
contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy  
of which is hereto attached and made a part hereof for the construction of :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,  
SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution  
of the WORK provided for in such contract, and any authorized extension or modification thereof,  
including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery,  
equipment and tools, consumed or used in connection with the construction of such WORK, and all  
insurance premiums on said WORK, and for all labor, performed in such WORK whether by  
SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force  
and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no  
change, extension of time, alteration or addition to the terms of the contract or to the WORK to be  
performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its

obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

ATTEST: \_\_\_\_\_

\_\_\_\_\_

(SEAL)

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

**NOTICE OF INTENT TO AWARD**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The OWNER has considered the BID submitted by you for the above described WORK, in response to its Advertisement for Bids, dated \_\_\_\_\_ and Information for Bidders.

You are hereby notified that your BID will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for items in the amount of \_\_\_\_\_.

You will be required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of the final Notice to be sent upon IEPA approval, to you.

Dated this day of \_\_\_\_\_

\_\_\_\_\_  
OWNER

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

Title: \_\_\_\_\_

**NOTICE OF AWARD**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated \_\_\_\_\_, 20 \_\_\_\_\_ and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ \_\_\_\_\_.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
(Owner)

By \_\_\_\_\_

Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged,

by \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

**NOTICE TO PROCEED**

To: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 20 \_\_\_\_\_, on or before \_\_\_\_\_, 20 \_\_\_\_\_, and you are to complete the WORK within \_\_\_\_\_ consecutive calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
(Owner)

By \_\_\_\_\_

Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_

\_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

## Change Order

No. \_\_\_\_\_

Date of issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project: _____	Owner: _____	Owner's Contract No.: _____
Contract: _____	Date of Contract: _____	
Contractor: _____	Engineer's Project No.: _____	

The Contract Documents are modified as follows upon execution of this Change Order:

Description: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Attachments: (Justification and cost breakdown) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: _____ \$ _____	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____ \$ _____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____ Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: _____ \$ _____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: _____ \$ _____	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: _____ \$ _____	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED: By: _____ <small>Engineer (Authorized Signature)</small>	ACCEPTED: By: _____ <small>Owner (Authorized Signature)</small>	ACCEPTED: By: _____ <small>Contractor (Authorized Signature)</small>
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____	Date: _____	

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL  
EMPLOYMENT OPPORTUNITY  
(EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	Insert goals for* each year _____	Insert goals for* each year _____

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is \*\*.

\*goals and timetables published from time to time by the Director, Office of Federal Contract Compliance Programs (OFCCP)

\*\*Insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any.

**CONSTRUCTION CONTRACTORS AFFIRMATIVE ACTION REQUIREMENTS  
GOALS FOR MINORITY PARTICIPATION**  
(As published in the Friday, October 3, 1980 Federal Register)

FEMALE PARTICIPATION= 6.9% STATEWIDE

<u>County</u>	<u>Percent</u>	<u>County</u>	<u>Percent</u>	<u>County</u>	<u>Percent</u>
Adams	3.7	Jasper	11.4	Randolph	11.4
Alexander	11.4	Jefferson	11.4	Richland	11.4
Bond	11.4	Jersey	11.4	Rock Island	4.6
Boone	6.3	Jo Davis	0.5	Saline	3.5
Brown	3.1	Johnson	11.4	Sangamon	4.5
Bureau	18.4	Kane	19.6	Schuyler	3.3
Calhoun	11.4	Kankakee	9.1	Scott	4
Carroll	3.4	Kendall	18.4	Shelby	4
Cass	4	Knox	3.3	Stark	3.3
Champaign	7.8	Lake	19.6	St. Clair	14.7
Christian	4	La Salle	18.4	Stephenson	4.6
Clark	2.5	Lawrence	3.5	Tazwell	4.4
Clay	11.4	Lee	4.6	Union	11.4
Clinton	14.7	Livingston	18.4	Vermilion	4.8
Coles	4.8	Logan	4	Wabash	3.5
Cook	19.6	Macon	7.6	Warren	3.3
Crawford	2.5	Macoupin	11.4	Washington	11.4
Cumberland	4.8	Madison	14.7	Wayne	11.4
De Kalb	18.4	Marion	11.4	White	3.5
De Witt	4	Marshall	3.3	Whiteside	3.4
Douglas	4.8	Mason	3.3	Will	20.9
Du Page	19.6	Massac	5.2	Williamson	11.4
Edgar	4.8	McDonough	3.3	Winnebago	6.3
Edwards	3.5	McHenry	19.6	Woodford	4.4
Effingham	11.4	McLean	2.5		
Fayette	11.4	Menard	4.5		
Ford	4.8	Mercer	3.4		
Franklin	11.4	Monroe	14.7		
Fulton	3.3	Montgomery	11.4		
Gallatin	3.5	Morgan	4		
Greene	11.4	Moultrie	4		
Grundy	18.4	Ogle	4.6		
Hamilton	3.5	Peoria	4.4		
Hancock	3.4	Perry	11.4		
Hardin	5.2	Piatt	4.8		
Henderson	3.4	Pike	3.1		
Henry	4.6	Pope	5.2		
Iroquois	18.4	Pulaski	11.4		
Jackson	11.4	Putnam	18.4		

41 CFR 60

**60-4.1 Scope and Application.**

This part applies to all contractors and subcontractors that hold any Federal or federally assisted construction contract in excess of \$10,000. The regulations in this part are applicable to all of a construction contractor's or subcontractor's construction employees who are engaged in on site construction including those construction employees who work on a non-Federal or non-federally assisted construction site. This part also establishes procedures, which all Federal contracting officers and all applicants, as applicable, shall follow in soliciting for and awarding Federal or federally assisted construction contracts. Procedures also are established which administering agencies shall follow in making any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of Executive Order 11246, as amended. In addition, this part applies to construction work performed by construction contractors and subcontractors for Federal non-construction contractors and subcontractors if the construction work is necessary in whole or in part to the performance of a non-construction contract or subcontract.

[43 FR 49254, OCT. 20, 1978; 43 FR 51404, NOV. 3, 1978]

**60-4.2 Solicitations.**

(a) All Federal contracting officers and all applicants shall include the notice set forth in paragraph (d) of this section and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth in § 60-4.3 of this part in all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of the part. Administering agencies shall require the inclusion of the notice set forth in paragraph (d) of this section and the specifications set forth in § 60-4.3 of this part as a condition of any grant, contract, subcontract, loan, insurance or guarantee involving federally assisted construction covered by this Part 60-4.

(b) All non-construction contractors covered by Executive Order 11246 and the implementing regulations shall include the notice in paragraph (d) of this section in all construction agreements, which are necessary in whole or in part to the performance of the covered non-construction contract.

(c) Contracting officers, applicants and non-construction contractors shall give written notice to the Director within 10 working days of award of a contract subject to these provisions. The notification shall include the name, address and telephone number of the contractor; employer identification number; dollar amount of the contract, estimated starting and completion dates of the contract; the contract number; and geographical area in which the contract is to be performed.

(d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of

\$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part (see 41 CFR 60-4.2(a)):

Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time- tables	Goals for minority participation for each trade	Goals for female participation in each trade
	Insert goals for each year.	Insert goals for each year.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of

the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978, AS AMENDED AT 45 FR 65977, OCT. 3, 1980]

#### **60-4.3 Equal Opportunity Clauses.**

(a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

#### **Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)**

1. As used in these specifications:

a. "Covered area," means the geographical area described in the solicitation from which this contract resulted:

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

- (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, the Contractor must employ such apprentices and trainees during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees

at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore; along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year;

and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the

Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978, AS AMENDED AT 45 FR 65978, OCT. 3, 1980]

#### **60-4.4 Affirmative Action Requirements.**

(a) To implement the affirmative action requirements of Executive Order 11246 in the construction industry, the Office of Federal Contract Compliance Programs previously has approved affirmative action programs commonly referred to as "Hometown Plans," has promulgated affirmative action plans referred to as "Imposed Plans" and has approved "Special Bid Conditions" for high impact projects constructed in areas not covered by a Hometown or an Imposed Plan. All solicitations for construction contracts made after the effective date of the regulations in this part shall include the notice specified in § 60-4.2 of this part and the specifications in § 60-4.3 of this part in lieu of the Hometown and Imposed Plans including the Philadelphia Plan and Special Bid Conditions. Until the Director has issued an order pursuant to § 60-4.6 of this part establishing goals and timetables for minorities in the appropriate geographical areas or for a project covered by Special Bid Conditions, the goals and timetables for minorities to be inserted in the Notice required by 41 CFR 60-4.2 shall be the goals and timetables contained in the Hometown Plan, Imposed Plan or Special Bid Conditions presently covering the respective geographical area or project involved.

(b) Signatories to a Hometown Plan (including heavy highway affirmative action plans) shall have 45 days from the effective date of the regulations in this part to submit under such a Plan (for the director's approval) goals and timetables for women and to include female representation on the Hometown Plan Administrative Committee. Such goals for female representation shall be at least as high as the goals established for female representation in the notice issued pursuant to 41 CFR 60-4.6. Failure of the signatories, within the 45-day period, to include female representation and to submit goals for women or a new plan, as appropriate, shall result in an automatic termination of the Office of Federal Contract Compliance Program's approval of the Hometown Plan. At any time the Office of Federal Contract Compliance Programs terminates or withdraws its approval of a Hometown Plan, or when the plan expires and another plan is not approved, the contractor signatory to the plan shall be covered automatically by the specifications set forth in § 60-4.3 of this part and by the goals and timetables established for that geographical area pursuant to § 60-4.6 of this part.

#### **60-4.5 Hometown Plans**

(a) A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan: *Provided*, That each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables. If a contractor is not participating in an approved Hometown Plan it shall comply with the specifications set forth in § 60-4.3 of this part and with the goals and timetables for the appropriate area as listed in the notice required by 41 CFR 60-4.2 with regard to that trade. For the purposes of this part 60-4, a contractor is not participating in a Hometown Plan for a particular trade if it:

- (1) Ceases to be signatory to a Hometown Plan covering that trade;
- (2) Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
- (3) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations, which are not or cease to be signatories to the same Hometown Plan for that trade;
- (4) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
- (5) Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;

(6) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.

(b) Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provision of the Hometown Plan.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978]

#### **60-4.6 Goals and Timetables.**

The Director, from time to time, shall issue goals and timetables for minority and female utilization, which shall be based on appropriate workforce, demographic, or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

[45 FR 65978, OCT. 3, 1980]

#### **60-4.7 Effect on Other Regulations.**

The regulations in this part are in addition to the regulations contained in this chapter, which apply to construction contractors and subcontractors generally. See particularly, 41 CFR 60-1.4 (a), (b), (c), (d), and (e); 60-1.5; 60-1.7; 60-1.8; 60-1.26; 60-1.29; 60-1.30; 60-1.32; 60-1.41; 60-1.42; 60-1.43; and 41 CFR Part 60-3; Part 60-20; Part 60-30; Part 60-40; and Part 60-50.

#### **60-4.8 Show Cause Notice.**

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Director shall issue to the contractor or subcontractor a notice to show cause which shall contain the items specified in paragraphs (i) through (iv) of 41 CFR 60-2.2(c)(1). If the contractor does not show good cause within 30 days, or in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make up goals and timetables, back pay, and seniority relief for affected class members, the OFCCP shall follow the procedure in 41 CFR 60-1.26(b): *Provided*, That where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978]

**60-4.9 Incorporation by Operation of the Order.**

By operation of the order, the equal opportunity clause contained in § 60-1.4, the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) contained in § 60-4.2, and the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) contained in § 60-4.3 shall be deemed to be a part of every solicitation or of every contract and subcontract, as appropriate, required by the order and the regulations in this chapter to include such clauses whether or not they are physically incorporated in such solicitation or contract and whether or not the contract is written.

U.S. ENVIRONMENTAL PROTECTION AGENCY

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 that are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

Signature Thomas Tyzikowski Date 12-8-15

Name and Title of Signer: THOMAS TYZIKOWSKI V.P.  
(Please type)

Firm Name AMI-CEAT PAINTING INC.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.



NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS

NONDISCRIMINATION IN EMPLOYMENT

To: Painters D.C. 30 & DC 14  
(Name of union or organization of workers)

The undersigned currently holds contract(s) with DC. 14 + D.C. 30  
(name of applicant)

involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order 11246, as amended, dated September 24, 1965, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT, ADVERTISING, OR SOLICITATION FOR EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontracts(s) and Executive Order 11246, as amended.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

AM-COAT PAINTING INC  
THOMAS TYRAKOWSKI V.P.

(Contractor or Subcontractor)

12-8-15

(Date)

EPA Project Control #: \_\_\_\_\_

United States Environmental Protection Agency  
Washington, DC 20460

**Certification Regarding Debarment, Suspension and Other Responsibility Matters**

The prospective participant to the best of its knowledge and belief that it and its principles:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

THOMAS TYRANKOWSKI V.P.  
(Typed Name & Title of Authorized Representative)

Thomas Tyrankowski      12-8-15  
(Signature of Authorized Representative)      (Date)



I am unable to certify the above statements. My explanation is attached.

### **Instructions**

Under Executive Order 12549 an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or sub-agreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or sub-agreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants' responsibilities, in the attached regulation.

#### **Where to Submit**

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

#### **How to Obtain Forms:**

EPA includes the certification form, instructions, and a copy of its implementing regulation (40 CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

#### **Additional copies/assistance may be requested from:**

Compliance Branch  
Grants Administration Division (PM-216F)  
U.S. Environmental Protection Agency  
401 M Street, SW  
Washington DC 20460  
(Telephone: 202-475-8025)

**Construction Contracts of Loan Recipient and Other Sections From  
"Procedures for Issuing Loans From the Public Water Supply Loan Program"**

Section 662.620(c) Negotiations of Contract Amendments (Change Orders)

2) Changes in contract price or time

The contract price or time may be changed only by a change order. When negotiations are required, they shall be conducted in accordance with subsection (c) of this Section.

- 3) For each change order the contractor shall submit to the loan recipient for review sufficient cost and pricing data to enable the loan recipient to ascertain the necessity and reasonableness of costs and amounts proposed, and the allowability and eligibility of costs proposed.

Section 662.620(d) Required Construction Contract Provisions

Each construction contract shall include the following provisions:

1) Audit; access to records:

- A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on loan work in accordance with Generally Accepted Accounting Principles (GAAP). The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under subsection (c) above, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.
- B) this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified in subsection (d)(1)(A) above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$25,000 that affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all his or her contracts and all tier subcontracts or change orders in excess of \$25,000 that are directly related to project performance.
- C) Audits shall be consistent in accordance with auditing standards generally accepted in the United States of America.
- D) The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to subsection (d)(1)(A) above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit

exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.

- E) The records required by subsection (d)(1)(A) above shall be maintained and made available during performance of the work under the loan agreement and for three years after the date of the final loan audit. In addition, records that relate to any dispute or litigation or the settlement of claims arising out of any performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after resolution of the dispute, appeal, litigation, claim or exception.
- F) The right of access will generally be exercised with respect to financial records under:
  - i) Negotiated prime contracts;
  - ii) Negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
  - iii) Subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- G) The right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
  - i) With respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
  - ii) If there is any indication that fraud, gross abuse, or corrupt practices may be involved in the award or performance of the contract or subcontract.

2) Covenant against contingent fees.

The contractor shall warrant that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the owner shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3) Wage provisions.

The Contractor shall pay prevailing wages in accordance with the Davis-Bacon Act (40 USC 276a through 276a-5 as defined by the U.S. Department of Labor. More information and guidance on the Davis-Bacon Wage Rate requirements is available on the IEPA web site at: <http://www.epa.state.il.us/water/forms.html#financial-assistance>.

4) Disadvantaged business enterprise requirements.

The contractor shall provide evidence, including, but not limited to, a copy of the advertisement or advertisements and the record of negotiation, that the contractor has taken affirmative steps in accordance with 40 CFR, Part 33 to assure that disadvantaged business enterprises are used when possible as sources of supplies, equipment, construction and services consistent with the provisions of the Agency's Operating Agreement with USEPA.

5) Debarment and suspension provisions.

The contract shall require the successful bidder or bidders to submit a "Certificate Regarding Debarment, Suspension and Other Responsibility Matters" (EPA Form 5700-49) showing compliance with federal Executive Order 12549 (Appendix A, Exhibit C).

6) Non-segregated facilities provisions

The successful bidder shall be required to submit a certification of non-segregated facilities as prescribed by 18 USC 1001.

Section 662.620(e) Subcontracts Under Construction Contracts

The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by the prime contractor shall comply with:

- 1) All provisions of federal, State and local law;
- 2) All provisions of this Part 662 with respect to fraud and other unlawful or corrupt practices;
- 3) All provisions of this Part 662 with respect to access to facilities, records and audit of records; and
- 4) All provisions of subsection (d)(5) that require a "Certification Regarding Debarment, Suspension, and Other Responsibility Matters (EPA Form 5700-49) showing compliance with federal Executive Order 12549 (Appendix A, Exhibit C).

Section 662.620(f) Contractor Bankruptcy

In the event of a contractor bankruptcy, the loan recipient shall notify the Agency and shall keep the Agency advised of any negotiations with the bonding company, including any proposed settlement. The Agency may participate in those negotiations and will advise the loan recipient of the impact of any proposed settlement to the loan agreement. The loan recipient shall be responsible for assuring that every appropriate procedure and incidental legal requirement is observed in advertising for bids and re-awarding a construction contract.

Section 662.640(c) Remedies

All claims, counter-claims, disputes and other matters in question between the loan applicant and the contractor arising out of, or relating to a sub-agreement or its breach shall be decided by arbitration if the parties agree, or in a court of competent jurisdiction within the State.

Section 662.810(b) Access

Every contract entered into by the loan recipient for construction work, and every sub-agreement, shall provide the Agency representatives with access to the work. The contractor or subcontractor shall provide facilities for such access and inspection. The contract or sub-agreement shall also provide that the Agency or any authorized representative shall have access to any books, documents, papers and records that are pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions.

Bidder Certification  
In Compliance with Article 33E to the  
"Criminal Code of 1961"

I THOMAS TYRANKOWSKI, do hereby certify that:

1. I am V.P. of the AMI-COAT PAINTING INC.  
Name Position Firm  
and have authority to execute this certification on behalf of the firm

2. This firm is not barred from bidding on this contract as a result of a violation of either Section 33E-3, Bid-rigging, or Section 33E-4, Bid Rotating, as set forth in Article 33E to the "Criminal Code of 1961."

Name of Firm AMI-COAT PAINTING INC.

Signature Thomas Tyrankowski

Title V.P.

Date 12-8-15

Corporate Seal (where appropriate)

On this 8 day of December, 2015, before me appeared (Name)

THOMAS TYRANKOWSKI to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of Firm) Am Coat Painting Inc to execute the affidavit and did so as his or her free act and deed.

Notary Public Shawn Lybush Commission Expires 04/09/2017

Notary Seal



Specification for Disadvantaged Business Enterprise Participation

(Name of Loan Recipient) Village of Willowbrook

I. Disadvantaged Business Enterprise Policy

- A. It is the policy of the State of Illinois to award a fair share of sub-agreements to disadvantaged businesses. In complying with this requirement, contractors are required to take affirmative steps to assure that disadvantaged businesses are used when possible as sources of supplies, equipment, construction, and services as explained herein.
- B. These specifications define the terms, conditions, and requirements of the State Revolving Fund Loan Program, and the (Name of Loan Recipient) Village of Willowbrook policy and procedures for complying with these requirements.
- C. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the fair share percentages are 5% for MBEs and 12% for WBEs.

II. Pre-Contract Award Obligations

- A. Bidders are required to advertise subcontracting opportunities and to negotiate with disadvantaged businesses prior to bid opening. Failure to document such affirmative efforts shall be deemed, relative to disadvantaged business compliance non-responsive.
- B. To establish a bid as responsible, the bidder will be required to document the proposed utilization of disadvantaged businesses with letters of intent signed by the bidder and by the disadvantaged business listed in the bid. The documentation requirements are outlined in Section III.
- C. (Name of Loan Recipient) Village of Willowbrook disadvantaged business policy clearly intends for bidders to contact and encourage the participation of disadvantaged businesses prior to bid opening. Affirmative efforts (the written record of conscientious and honest communications between the bidder and disadvantaged business) must be initiated and completed by the bidder prior to bid opening. All bidders must document compliance with the requirements of the disadvantaged business policy.

III. Evaluation of Disadvantaged Business Utilization and Affirmative Efforts

- A. As a prerequisite to demonstrate compliance with the (Name of Loan Recipient) Village of Willowbrook disadvantaged business policy, ALL bidders shall provide the following with its bid:

1. Completed and signed certification from the bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services, in the performance of this contract.  
  
OR
2. "Certification of publication," or adequate evidence of proof of publication, including an actual copy of the newspaper advertisement from the "key" newspaper utilized by each bidder based upon the projects locality (reference attached map of Illinois identifying the "key" newspaper to be utilized by each region). The advertisement (reference attached "suggested" advertisement) must run one day at least (16) days prior to bid opening.
3. List of all disadvantaged business enterprise (DBE) and non-DBE's that submitted proposals to the bidder along with the date of the proposal.
4. List of disadvantaged businesses not being utilized and justification for non-utilization.
5. Certification from the Bidder that Form 6100-2 (DBE Subcontractor Participation Form) has been provided to DBE subcontractors being utilized.
6. Completed and signed copies of Forms 6100-3 (DBE Subcontractor Performance Form) and Form 6100-4 (DBE Subcontractor Utilization Form).
7. Completed and signed certification from the bidder(s) utilizing disadvantaged businesses, attesting that the bidder has no controlling or dominating interest or conflict of interest with the disadvantaged business that is proposed to be utilized (reference attached certification for the information necessary).
8. In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received (reference attached certification for information necessary).

NOTE: Data Sheet #1 may be used for this purpose.

Failure to submit the documentation pursuant to the requirements of A (1-8) above may cause rejection of the bid as non-responsive.

- B. The low, responsive bidder will be deemed responsible with respect to the disadvantaged business requirements if:
1. The low, responsive bidder submits Form 6100-3 (DBE Subcontractor Performance Form) and Form 6100-4 (DBE Subcontractor Utilization Form).

Failure to submit the documentation pursuant to the requirements of B(1) above may cause rejection of the bid as non-responsible.

Where the bidder is considered non-responsible under this subsection, the owner will promptly advise the bidder, in writing, of the basis for the non-responsibility determination.

IV. Sanctions

- A. The (Name of Loan Recipient) Village of Willowbrook may reject one or all bids where the information submitted by the bidder(s) fails to objectively demonstrate compliance with the disadvantaged business requirements (i.e., failure to place the pre-bid advertisement by the bidder(s) at least (16) days prior to bid opening shall not be considered as objectively demonstrating compliance with the disadvantaged business requirements).
- B. Upon finding that any Party has not complied with the requirements of these specifications, including misrepresenting a firm as a disadvantaged business, any one or a combination of the following actions may be taken.
1. Declare the bidder and/or subcontractor non-responsible and therefore ineligible for contract award.
  2. Disallow all contract costs associated with non-compliance.
  3. Refer any matter, which may be fraudulent to the Illinois Attorney General.
  4. Refer any matter, which may lead to criminal prosecution of a claim for funds to the Illinois Attorney General.

V. Post-Contract Award Compliance

- A. As required by the award conditions of USEPA's Assistance Agreement with IEPA, all sub-agreements of the prime contractor must identify that the fair share percentages are 5% for MBEs and 12 % for WBEs.
- B. After award of the prime contract copies of all disadvantaged business related sub-agreements between the prime contractor and subcontractors shall be submitted to the owner.
- C. Subsequent to Bid Submission, any changes in previously reported disadvantaged businesses utilization shall be handled in accordance with Part 33.302(b-h). If the contractor fails to initiate such actions, the owner may withhold payments and/or institute other appropriate sanctions.

Bidder Certification

I THOMAS TYRAKOWSK, do hereby certify that:  
(Name)

1. I am V.P. of the AM-COAT PAINTING, INC  
(Position) (Firm)

and have authority to execute this certification on behalf of the firm;

2. This firm will award no sub-agreements, including the procurement of equipment, materials, supplies, and services, in the performance of this contract.

Name of Firm AM - COAT PAINTING, INC

Signature Thomas Tyrakowski

Title V.P.

Date 12-8-15

Corporate Seal (where appropriate)

**Suggested Disadvantaged Business  
Advertisement for Construction Contractors**

Notice to Disadvantaged Businesses

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, is  
(Name of Company) (Address of Company) (Telephone)

seeking disadvantaged businesses for the \_\_\_\_\_ Village of Willowbrook \_\_\_\_\_  
(Name of Loan Recipient)

Project for subcontracting opportunities in the following areas: \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_

All disadvantaged businesses should contact, IN WRITING, (certified letter, return receipt requested),  
\_\_\_\_\_ to discuss the subcontracting opportunities. All negotiations must  
(Company Contact Person)

be completed prior to bid opening \_\_\_\_\_ December 8, 2015 \_\_\_\_\_  
(Date of Bid Opening)

\*The advertisement must clearly state the method of evaluating the proposals or quotations, and the relative importance attached to each criterion. Bidders must uniformly and objectively evaluate the proposals submitted by disadvantaged business in response to the advertisement based upon the evaluation criteria stated in the advertisement. The evaluation criteria must not be restrictive or exclusionary.



**Data Sheet #1 Disadvantaged Business Participation Documentation**

- 1) Completed and signed certification from bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services in the performance of this contract.

OR

- 2) "Certificate of publication, or adequate evidence of proof of publication, including an actual copy of the newspaper advertisement from the "key" newspaper utilized by each bidder based upon the projects locality.

Dates of bidder advertisement: November 13, 2015

Date of bid opening: December 8, 2015

- 3) List of all disadvantaged business enterprises (DBE) and non-DBE's that submitted proposals to the bidder. Specify as DBE\*, along with the type of DBE, or non-DBE\* with the following information:

Name of Company:  
Name of Owners:  
Address of Company:  
E-mail Address of Company:  
Telephone Number:  
Date of Proposal:  
\* \_\_\_\_\_ Business \_\_\_\_\_ Type of DBE:  
Description of work to be performed

(Furnish data for additional subcontractors on plain bond paper).

- 4) List of disadvantaged businesses that submitted proposals to the bidder but will not be utilized. Justification for non-utilization must be provided.  
  
(If necessary, furnish data on plain bond paper.)
- 5) Certification from the Bidder that Form 6100-2 (DBE Subcontractor participation Form) has been provided to DBE subcontractors being utilized.
- 6) Completed and signed copies of Forms 6100-3 (DBE Subcontractor Performance Form) and Form 6100-4 (DBE Subcontractor Utilization Form). Only applies if using DBE subcontractors.
- 7) Completed and signed certification from bidder(s) attesting that the bidder has no dominating or conflict of interest with the disadvantaged business to be utilized.
- 8) In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received.

**Bidder Certification Regarding the  
Use of Disadvantaged Businesses**

I, \_\_\_\_\_, do hereby certify that:  
Name

1. I am \_\_\_\_\_ of the \_\_\_\_\_ and have authority to execute  
this certification on behalf of the firm;

2. This firm, its partners or directors and officers does not possess a controlling interest in ownership or conflict of interest or any other authority to control the disadvantaged business to be used during the performance of the contracts.

3. Form 6100-2 (DBE Subcontractor Participation Form) has been provided to all disadvantaged subcontractors being utilized.

Name of Firm \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Corporate Seal (where appropriate)



OMB Control No: 2090-0090  
 Approved: 8/13/2013  
 Approval Expires: 8/31/2015

N/A

**Disadvantaged Business Enterprise (DBE) Program  
 DBE Subcontractor Participation Form**

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



N/A

OMB Control No: 2090-0030  
 Approved: 8/13/2013  
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
 DBE Subcontractor Performance Form**

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor

DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA	Meets/ exceeds EPA certification standards?
<input type="checkbox"/> Other: _____	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030  
 Approved: 8/13/2013  
 Approval Expires: 8/31/2015

N/A

**Disadvantaged Business Enterprise (DBE) Program  
 DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	__ YES	__ NO
--	--------	-------

If yes, please complete the table below. If no, please explain:

Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Bidder Certification for Advertisement Regarding Subcontracting  
Opportunities for Disadvantaged Businesses**

I, THOMAS TYRAKOWSKI hereby certify that:  
(Name)

1. I am V.P. of the AM-COAT PAINTING INC. and have authority to  
Name Firm  
execute this certification on behalf of the firm;
2. This firm did not receive any proposals from disadvantaged businesses, prior to bid opening  
12-8-15  
Date of Bid Opening

Name of Firm AM-COAT PAINTING INC.  
Signature Thomas Tyrakowski  
Title V.P.  
Date 12-8-15

Corporate Seal (where appropriate)

## **Nondiscrimination Clause**

**All Prime Contracts (Including A & E Agreements) must include the following:**

The contractor (engineer) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

*Note: This clause is included in the example agreement on Page 23, Item 7. It must be included in all engineering contracts and all prime construction contracts.*

**Bidder Certification Regarding the Use of  
American Iron and Steel Products**

THOMAS TYRAKOWSKI, do hereby certify that:  
Name

1. I am V.P. (title) of the AM-COAT PAINTING INC. (company, partnership, etc.) and have authority to execute this certification on behalf of the firm.
2. This firm is aware that all iron and steel products used for this project must be produced in the United States per Section 436 (a) – (f) of the Consolidated Appropriations Act, 2014.
3. This firm is aware that the use of American iron and steel products applies to all projects for the construction, alteration, maintenance, or repair of publically owned treatment works (POTW) or public water systems.
4. This firm understands the term “iron and steel products” refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
5. I am aware that this requirement applies to all portions of the project that are subcontracted.

Name of Firm AM-COAT PAINTING INC.  
Signature Thomas Tyrakowski  
Title V.P.  
Date 12-8-15

Corporate Seal (where appropriate)

## Use of American Iron and Steel

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term 'iron and steel products' means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the 'Administrator') finds that--

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

CERTIFICATION OF CONTRACTOR RESPONSIBILITY

SECTION 00 62 00

(To be submitted at Preconstruction Meeting)

The following information is hereby submitted. It is understood that this Certificate shall be submitted prior to the initiation of executing the Work of this Contract and prior to or at the time of any change in the personnel assigned as the construction supervisor or safety supervisor. It is further understood that the construction supervisor and the safety supervisor shall be available on a twenty four (24) hour will call basis.

Date: 12-8-15 By: THOMAS TYRAKOWSKI U.P.  
(Name and Title)

PROJECT  
**3 MG Standpipe Painting and Rehabilitation Project**

Construction Supervisor:

Name THOMAS TYRAKOWSKI  
Address 17201 S. Parker Road  
Phone 815-485-3731  
Fax 815-485-8960  
E-Mail TTYRAKOWSKI@AM-COAT  
PAINTING.COM

Safety Supervisor:

Name THOMAS TYRAKOWSKI  
Address SAME  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
E-Mail \_\_\_\_\_

END OF SECTION

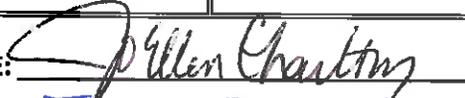
# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

Receive Recommendation. PC 16-04: 6256 Clarendon Hills Road

Pulte Home Corporation. Special Use for a Planned Unit Development and Approval of a Preliminary Plat of PUD, Preliminary Plat of Subdivision, including exceptions and variations necessary to redevelop the existing 8.32 Arabian Knights Horse Farm with 29 detached single family cluster homes.

**AGENDA NO.****5i****AGENDA DATE:** 5/23/16**STAFF REVIEW:** Jo Ellen Charlton, Planning Consultant**SIGNATURE:****LEGAL REVIEW:** Tom Bastian, Village Attorney**SIGNATURE:**THOMAS BASTIAN TH.**RECOMMENDED BY:** Tim Halik, Village Administrator**SIGNATURE:**THALIK**REVIEWED & APPROVED BY COMMITTEE:**YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

The Arabian Knights Horse Farm has been a fixture in the community for many years, but is faced with little market for its product. It marketed its property for residential development, and Pulte Homes is proposing a development of 29 single family cluster homes as a planned unit development.

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

Pulte has worked with staff to incorporate design elements into their proposal that allow for a density that is higher than properties to the north and west, but lower than properties to the east and south. Furthermore, density is less than that prescribed in the Comprehensive Plan. Given the higher density when compared to the north and west, the project incorporates increased and heavily landscaped setbacks. Furthermore, as a planned development, these landscaped areas will be uniformly maintained. Issues related to traffic and stormwater control have been adequately addressed through the process and staff is satisfied that the proposed improvements address concerns. Some residents still feel the project is too dense, however the Plan Commission is comfortable with the density. Other issues addressed by the Plan Commission included allowing at grade patios to be constructed within the setback (not greater than 100 square feet), a requirement to add rodent inventory and control prior to mass grading. No further consideration was given to requiring anything other than a 6" barrier curb to prevent unauthorized access between Tennessee and the development, and the Plan Commission was happy with "key" elevations only being provided for those lots that back to Tennessee. Concerns about further limitation of construction hours (particularly on Saturday) were discussed but no further restriction were made.

It is important to note one clarification that staff made after the second hearing. During that hearing the engineer answered a question about stormwater indicating that the flow from the development was to the east, but implied that the water bypassed the Nantucket pond and went straight to Hinsdale Lake. Staff confirmed that the water does not bypass Nantucket pond, but is instead flows to the pond in a restricted manner. The Village Engineer has reviewed the plans and finds them to be acceptable.

The Plan Commission held two hearings on this project and received comments from many residents, all of which is summarized in the attached report and detailed in transcripts available in Village Hall. The Plan Commission recommended unanimous approval with required changes and conditions that are summarized in the report, which will be incorporated into documents for the Board's consideration at a future meeting.

**ACTION PROPOSED:**

May 23, 2016: 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

## MEMORANDUM

**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**

Mark Shelton

MEMO TO:

Frank A. Trilla, Mayor  
Board of Trustees

MEMO FROM:

Chairman Daniel Kopp, Plan Commission

DATE:

May 6, 2016

SUBJECT:

Continuation of Zoning Hearing Case 16-04: (Pulte Home Corporation – 6526 Clarendon Hills Road) Approval of a special use for a Planned Unit Development and approval of a Preliminary Plat of PUD, preliminary plat if subdivision, and including any exceptions and variations necessary to redevelop the existing 8.32 acre property known as the Arabian Horse Farm with 29 detached single family cluster homes.

At the regular meeting of the Plan Commission held on May 4, 2016, the above referenced application was discussed and the following motion was made:

**MOTION:** Made by Commissioner Ruffolo, seconded by Commissioner Remkus that based on the submitted petition and testimony presented, I recommend that the Plan Commission forward to the Village Board its findings with regard to the Special Use and PUD Standards and the required PUD Findings outlined in Exhibit 1 of the staff report addendum prepared for the May 4, 2016 Plan Commission meeting, and further that the Plan Commission recommend approval of a Preliminary Plat of PUD and Preliminary Plat of Subdivision for Carrington Club, including necessary exceptions and variations, associated with PC 16-04, subject to approval by the Village Board being in substantial compliance with the "Plan Documents" outlined in Exhibit 2 of the staff report addendum prepared for the May 4, 2016 Plan Commission meeting, except as outlined in Exhibit 3 as modified by item 2 requiring the size not exceed 100 square feet and not encroach upon any drainage areas. Deleting item 3 and adding an item 9 that before demolition an effort will be made to trap and transport rodents/wildlife, Required Modifications/Conditions.



Proud Member of the  
Illinois Route 66 Scenic Byway

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

MOTION DECLARED CARRIED

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

DK:jp

# VILLAGE OF WILLOWBROOK

## STAFF REPORT TO THE VILLAGE BOARD

**Village Board Receive Date:** May 23, 2016  
**Public Hearing Meeting Dates:** April 6, 2016 and May 4, 2016

**Prepared By:** Jo Ellen Charlton, Planning Consultant

**Case Number and Title:** PC 16-04: 6256 Clarendon Hills Road. Carrington Club by Pulte (Redevelopment of Arabian Knights Horse Farm.)

**Petitioner:** Pulte Home Corporation, 1900 E. Golf Road, Suite 300, Schaumburg, IL 60173.

**Action Requested:** Approval of a special use for a Planned Unit Development and approval of a Preliminary Plat of PUD, preliminary plat of subdivision, and including any exceptions and variations necessary to redevelop the existing 8.32 acre property known as the Arabian Horse Farm with 29 detached single family cluster homes.

**Location:** 6526 Clarendon Hills Road (West side between 63<sup>rd</sup> and 69<sup>th</sup>)

**PINs:** 09-22-207-003 and 09-22-207-001

**Existing Zoning:** R-1

**Existing Land Use:** Horse Farm

**Property Size:** 8.32 Acres

**Surrounding Land Use:**

	<i>Use</i>	<i>Zoning</i>
<i>North</i>	Single Family	R-1 and R-1A
<i>South</i>	Single Family Cluster	Darien
<i>East</i>	Nantucket Townhomes	R-4 PUD
<i>West</i>	Single Family	R-1 and R-2

**Documents Attached:** Attachment 1: Project Plans  
Attachment 2: Written Correspondence

**Necessary Action by Village Board:** Receive Plan Commission Recommendation

**Staff Analysis**

**Comprehensive Plan**

The table below provides relevant Comprehensive Plan requirements and/or references in the left column while indicating how the proposed project meets that requirement in the right column.

<b>Comprehensive Plan Recommendation</b>	<b>Required</b>	<b>Provided</b>
Use and Density	Low Density Residential 1-4 units per acre	3.5 Dwelling Units per acre
Redevelopment along west side of Clarendon Hills Road	Development with comparable lot sizes and widths to surrounding properties	PUDs do not typically utilize traditional lot configurations, so a direct comparison cannot be made. If a development of lots similar to those to the north were anticipated, about 14 homes could be accommodated.
	Limited street access to Clarendon Hills Road	The proposed development includes limited private road access to Clarendon Hills Road to align with Snug Harbor Drive.
	New development planned as PUD	The proposed development is planned as a PUD
	Integrate community facilities such as parks and pedestrian improvements into any plan	New pedestrian sidewalks are proposed within the development as "carriage walks", and new sidewalks along the west side of Clarendon Hills Road and the east side of Tennessee are proposed. Development also incorporates a public space near the entrance.
Residential Objectives	Minimize negative traffic impacts	Access to Tennessee is intended for emergency vehicles only. Clarendon Hills access aligned and turn lanes added to minimize traffic.
	Infill development that is compatible and in character with surrounding residential development.	Proposed development is for high quality homes. All perimeter setbacks are greater than would be provided under traditional zoning, and "key" exterior features are proposed on elevations that are visible to Clarendon Hills Road
	Minimize collector streets	There are <b>no</b> collector streets proposed as part of this development.
	Use innovative planning and design techniques to conserve land and energy, improve quality and reduce development and service costs.	High quality product is planned in higher density development to provide first floor and maintenance free living for downsizing families. Increased and heavily landscaped setbacks used to improve compatibility
	Preserve natural features when possible	Certain perimeter trees are preserved where possible.

As can be seen from the table above, while the proposed development meets most of the objectives of the Comprehensive Plan, the plan does not propose to utilize "comparable lot sizes and widths" when compared to lots to the north. A continuation of that development pattern would allow for about 14 lots/homes on the Arabian Knights property. As a quasi-commercial use in a residential district, the Arabian Knights Horse Farm's value has been in its business more than in its property, making it hard for the owner to transition this property with traditional residential zoning. Instead, the owners sought a high quality development product that would achieve many other objectives of the Comprehensive Plan, while providing density at the higher end of the 1-4 dwelling units per acre scale

recommended in the Plan. In lieu of providing compatible lot sizes, the proposed project utilizes increased perimeter setbacks over what traditional zoning would require, incorporates extensive berming and landscaping, and provides for a set of predictable covenants that adjoining homeowners can count on, as opposed to the wide array of property rights that a single family lot owner would otherwise have. For example, a single family owner could build multiple accessory structures in a rear yard to within five feet of a lot line. The proposed development, on the other hand, provides for a landscaped and unobstructed setback in yards of at least 35' along the south property line, and up to 50' along the west and north property lines. The Comprehensive Plan is a guide for future development and it is important to follow as many recommendations as possible, but it is not always possible to follow all of its recommendations. An evaluation of the underlying bulk regulations and PUD standards should be considered as well and is discussed below.

Bulk Regulations and PUD Standards

Recall that one of the Comprehensive Plan recommendations is that new developments in this area shall be planned as a PUD. Per the Zoning Ordinance standards for PUDs, PUDs may depart from the strict conformance with the required density, dimension, area, height, bulk and other regulations for the underlying zoning district and other provisions of the Zoning Ordinance to the extent specified in the preliminary plat and documents authorizing the PUD, as long as it will not be detrimental to or endanger the public health, safety and general welfare. The standards are listed in the table below. Deviations from these standards or from the underlying zoning district requirements are allowed and identified as exceptions, except that the standards highlighted may not be varied.

Standards for PUDs

Section	Regulation	Required	Provided
9-13-6(A)	Conform with the intent and spirit of Comprehensive Plan	See above	See above
9-13-6(B)	Size and Ownership	Minimum 2 acres and single ownership or unified control	The property is more than 2 acres and is under unified control
9-13-6(C)	Compatibility	Uses of a type and located so as not to be a detriment on surrounding properties	All units are detached single family, with setbacks that meet/exceed PUD standards
9-13-6(D)	Stormwater Management	Facilities in place to address all drainage related issues	The site has been designed and the Village Engineer agrees that all drainage related issues can be addressed
9-13-6(E)	Space Between Buildings	30' Required	Minimum 10' provided. Per 9-13-6(L), this standard can be modified.
9-13-6(F)	Required Yards	Perimeter setbacks equal to yard in adjacent zoning district	North and West are 50' to match front yard setback of adjoining R-1A district. South is 35' to match existing setback of Darien development to the south.

Section	Regulation	Required	Provided
9-13-7(G)	Parking	Single Family Attached is 2.5 per dwelling with .5 not in garage or driveway  Single Family Detached = 2	Given the higher density of this project, a single family attached requirement was made. 29 units requires 15 spaces not in the garage or on the driveway. 15 of these additional spaces are provided to compliment the 2 car garages and 2 spaces that can be accommodated on driveways.
9-13-7(H)	Traffic	Adequate Ingress/Egress	See "Road Improvements" below
9-13-7(I)	Preservation Standards	Preservation of trees, wetlands, etc.	There are no wetlands on the site. All perimeter trees were inventoried and certain perimeter trees are preserved where possible
9-13-6(J)	Design Standards	Comply with Subdivision Ordinance unless a variance granted	Interior streets and sidewalks are private and do not meet certain standards. With the exception of the Tennessee cul-de-sac, all right-of-way improvements along Tennessee and Clarendon Hills Road will be built to the standards of the Subdivision Regulations. A variation for the Tennessee cul-de-sac is required to allow a smaller size, although the size has been proven to be adequate for Tri-State trucks.
9-13-6(K)	Uses for PUDs Greater than 5 acres	Allows for uses other than those allowed in underlying zoning district if requested	Nothing other than single family detached uses are requested or permitted as part of the proposed PUD.
9-13-6(L)	Other Standards	Allows departure from conformance with density, dimension, area, height bulk and other regulations from the underlying zoning districts to the extent specified.	The proposed PUD departs from minimum lot area, lot width and lot depth requirements of the R-1 district. Proposed setbacks are proposed per the PUD standards of section ???. Lot coverage at .28, FAR at .25 both meet minimum requirements of R-1. The project will also comply with maximum height and minimum habitable area requirements of the R-1 District.

Special Use and Planned Development Standards and PUD Findings

Planned Unit Developments are a special use and therefore required to also meet those standards as outlined in Section 9-14-5 of the Zoning Ordinance. The Plan Commission is required to forward its findings with regard to these standards. The standards are listed below and show the "findings" recommended by the Plan Commission.

**Findings for Special Use Standards and Planned Unit Development Standards, and Findings for PUDs**

Pulte Home Corporation is seeking a Special Use for a Planned Unit Development, which is listed as a Special Use in the R-1 zoning district, for the proposed Carrington Club development. The development includes 29 single family homes in a community with private streets. The following are the Special Use Standards and findings for consideration by the Plan Commission.

- A. That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.
  - The proposed Carrington Club 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 29 single family homes on over 8 acres of property that will minimally impact to the surrounding roadways and the utilities downstream. The proposed use and density is consistent with the recommendations of the Village's current Comprehensive Plan. The roadways within the development will be privately owned and maintained and will not provide a burden on 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.
  - The proposed Carrington Club 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 29 detached single family homes which results in a density that is between the densities of the developments to the north and the south. This provides for a great transition between existing uses. Also, the development is replacing an existing facility that hosted large gatherings of people at times. The building materials will be high quality materials and will fit in with the surrounding areas. Additionally, significant perimeter setbacks between project improvements and surrounding properties are provided and include quality landscaping which will provide screening to the adjacent homeowners and to the new homeowners within the Carrington Club development. A homeowner's association will ensure proper and consistent maintenance of these perimeter landscape areas.
- 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.
  - The proposed Carrington Club development will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. The surrounding property to the north, west and south is currently developed as single family homes, with lower density to the north and west and higher density to the south. Areas to the north, east and south are relatively new and not likely to experience redevelopment. Some properties to the west may be subdivided and/or redeveloped, and the proposed development will include the widening of Tennessee Avenue and the construction of a cul-de-sac at the south end of Tennessee Avenue which will benefit these properties. Also, a left turn lane will be added to northbound Clarendon Hills Road at the entrance to the

development, which will provide safe traffic movements for residents and guests entering the development.

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

- Adequate utilities, access roads, drainage and/or other necessary facilities will be provided within this development. A watermain will be installed through the development to serve the proposed 29 single family and will connect the existing Village watermains along Clarendon Hills Road and Tennessee Avenue to the loop system, improving the redundancy of the water system in this area.

Sanitary Sewer service (under DuPage County Jurisdiction) is available at the southwest corner of the site and will be extended into the site to service the 29 single family homes.

Stormwater management facilities and storm sewer will be installed on-site to meet the DuPage County Countywide Stormwater and Flood Plain Ordinance as well as the amendments provided in Willowbrook's Municipal Code.

Access to the site will be provided from Clarendon Hills Road and a new left turn lane will be installed on northbound Clarendon Hills Road at the proposed entrance to the development.

Private streets will be provided within the limits of the proposed development. Additionally, an emergency access will be provided to Tennessee Avenue to allow for full ingress/egress of emergency vehicles.

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.

- Ingress and egress to the proposed Carrington Club development will be provided to and from Clarendon Hills Road. As part of this development a left turn lane will be added in Clarendon Hills Road at the proposed entrance to the site. The left turn lane will provide safe turning movements for vehicles entering the proposed development. Additionally, as evidenced in the Traffic Summary Memorandum attached to the development application, this development will provide minimal impact to the surrounding roadways as it relates to trip generations, and it replaces an existing use that hosted larger gatherings of people.

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

- The Carrington Club development is proposed to be a Planned Unit Development. There are certain zoning requirements that will be specified within the Planned Unit Development that do not conform to zoning district. Specifically, each home will be on a lot defined by the house's building envelope, meaning that the homeowner will own only the land under their home, but none of the surrounding property. Because of this, the requirements normally applied to R-1 lots will not apply to this condition. For this type of maintenance free community, the typical lot area is owned and maintained by the HOA. We feel that there is specific reason for the uniqueness of this development which provides sufficient merit to approve the Planned Unit Development.

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.

- 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.

9-13-6: PLANNED UNIT DEVELOPMENT STANDARDS:  

The planned unit development must meet the following standards:

(A) Comprehensive Plan: A planned unit development must conform with the intent and spirit of the planning goals and objectives of the village comprehensive plan.

The Comprehensive Plan recommends single family development with a density of between 1 and 4 units per acre. The proposed development has a density of 3.6 units per acre, which is less than the density of the Nantucket property across the street (6 dwelling units per acre), and the Eagles Nest property in Darien to the south (4.13 dwelling units per acre). The Comprehensive Plan also recommends the project be developed as a PUD and that street patterns are designed in a manner that limits access to Clarendon Hills Road. This project has one access to Clarendon Hills Road that aligns with the access to the Nantucket property across the street. Emergency only access is provided to Tennessee.

(B) Size And Ownership: The site of the planned unit development must be under single ownership and/or unified control and be not less than two (2) acres in area.

The proposed development is on a site that is over 8 acres in size

(C) Compatibility: The uses permitted in the planned unit development must be of a type and so located as to exercise no undue detrimental influence upon surrounding properties.

The proposed development includes single family detached dwellings which is consistent with adjoining properties to the north and south and across Tennessee to the west. Higher density townhomes are located to the east across Clarendon Hills Road. Densities are lower to the north and west, but higher to the south and east. The proposed single family use and density meet the requirements of the Comprehensive Plan and provide an acceptable transition to the lower densities to the north and west given the proposed bermed and landscaped setbacks.

(D) Storm Water Management: Adequate facilities, both on site and off site, shall be provided to ensure that all drainage related issues are addressed.

The existing property provides little to no stormwater management. Stormwater along Tennessee (west of the development) can't pass through the development and floods that street. Stormwater on the property flows unrestricted overland to the lower spot and stays until absorbed or until it evaporates. The proposed development will accept stormwater that currently gets trapped on Tennessee into a series of inlets and storm structures that carry water to the detention ponds located on the east end of the project. The water will be stored here and released slowly before exiting the property and running to the east as it does today unrestricted.

(E) Space Between Buildings: The minimum horizontal distance between buildings shall be:

1. Thirty feet (30') between one-story, two-story and two and one-half story buildings or combinations thereof.

Single family homes in this project include side yard setbacks no less than ten feet. Per 9-13-6(L), this standard may be varied.

(F) Yards: The required yards or setbacks along the periphery of the planned unit development shall be at least equal in width or depth to that of the applicable required yard within the adjacent zoning district. Notwithstanding the

foregoing, buildings of more than twenty-four feet (24') in height shall provide a setback from any property line not less than a distance equal to the height of such buildings.

The following perimeter setbacks are provided to meet this requirement:

North: 50'  
South: 35'  
East: 104.2'  
West: 50'

(G) Parking Requirements: Adequate parking shall be provided as set forth in other sections of this title.

Single family homes require 2 parking spaces per unit. Each unit provides 2 garage spaces and 2 driveway spaces. Additionally, there are 15 on- and off-street parking spaces provided within the project for additional guest spaces.

(H) Traffic: That adequate provision be made to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

The project includes only one access from Clarendon Hills Road, which is aligned with the existing access to the Nantucket project to the east across Clarendon Hills Road. The entrance is being enhanced with the addition of a north bound left turn lane to allow the uninterrupted movement on Clarendon Hills Road. An emergency only access is provided to Tennessee.

(I) Preservation Standards: Due regard shall be demonstrated for any existing site conditions worthy of consideration including: desirable trees of a minimum six inch (6") caliper or greater, natural bodies of water, designated wetlands and/or flood hazard areas, etc. All desirable vegetation shall be identified by location, caliper size, type, condition and a method by which preservation efforts will be conducted.

Certain existing mature trees along the perimeter of the property will be protected and preserved as part of this project.

(J) Design Standards: The provisions of the Willowbrook subdivision ordinance shall be adhered to, unless a variance is granted by the village board.

The project anticipated certain variations and exceptions from the Subdivision Regulations for certain improvements to both Tennessee and Clarendon Hills Road. These variations will accommodate a cul-de-sac that is small than required but capable of accommodating Tri-State emergency vehicles. Other variations with regard to construction standards to allow a rural cross section instead of curb and gutter is also included, as well as deviations from sidewalk location standards to allow locations around existing trees. All subdivision variations and exceptions will be called out in the approving ordinance per the design included in the approved plans.

(K) Uses For PUDs Greater Than Five Acres: Any permitted or special use available under any of the various zoning districts classifications, whether singly or in combination, and any other use permitted by law, may be allowed as either a permitted or special use within a planned unit development consisting of more than five (5) acres, but only to the extent specifically approved by the village board, after a finding that such use is consistent with the objectives of this chapter.

The proposed project only includes single family uses.

(L) Other Standards: The planned unit development may depart from strict conformance with the required density, dimension, area, height, bulk, and other regulations for the underlying zoning district and other provisions of this title to the extent specified in the preliminary plat and documents authorizing the planned unit development so long as the planned unit development will not be detrimental to or endanger the public health, safety and general welfare.

Notwithstanding the foregoing, every planned unit development must comply with the minimum standards set forth in subsections (A), (B), (C), (D), (H), (I) and (K) of this section. (Ord. 06-O-12, 5-8-2006)

The proposed Planned Development complies with the minimum standards set forth in subsection A, B, C, D, H, I and K of Section 9-13-6(L) and all exceptions to underlying requirements will be called out in the ordinance as needed to accommodate the approved plans.

9-13-7: PLANNED UNIT DEVELOPMENT FINDINGS:  

The plan commission shall, after the public hearing, set forth to the board of trustees the reason for the recommendation, and said recommendation shall set forth with particularity what respects the proposal would be in the public interest, including, but not limited to, findings of fact on the following:

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

As a PUD, the proposed development is consistent with the recommendation of the Comprehensive Plan, which specifically recommends this property be development as a PUD. This project allows for the provision of a more maintenance free single family product for residents that wish to "downsize." This will provide residents with an opportunity to remain in the community when very few opportunities currently exist. Setbacks, maintenance and design will all be regulated to minimize impacts on surrounding properties. Open areas for detention and recreational seating are provided in a coordinated manner.

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

See above.

(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.

Deviations included with this development are consistent with similar deviations allowed in other Planned Unit Developments. They allow for "cluster home" concepts that allow units within the development to be closer to each other, while maintaining larger perimeter setbacks than the ordinance would otherwise require. This allows for a development that meets the needs of the current owner and developer, while minimizing negative impacts on surrounding property owners.

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

As outlined in the Standards for Special Use and Planned Unit Development, adequate provisions for water, sewer, stormwater, access, and open spaces are being provided. All open areas are being attractively landscaped to the benefit of both new owners as well as surrounding property owners.

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

Perimeter bermed and landscaped setbacks around the development provide an adequate buffer for properties in all directions. The proposed use is consistent with surrounding uses and the proposed density, while higher than the

properties to the north and west, is lower than the properties to the east and south, making the project a nice transition from lower to higher densities.

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

The proposed development will be attractively landscaped as viewed from all directions. A new fence and entry feature will highlight the main entrance from Clarendon Hills Road. As a community that does not benefit from property tax, there will be no direct economic impact to the Village, but the other taxing bodies (including the schools) will benefit from the increased tax base, especially given that the development does not target as many school aged children as more traditional single family developments.

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

See above.

### Road Improvements

#### **Clarendon Hills Road.**

The proposed project is served by a new single access to Clarendon Hills Road that will align with Snug Harbor Drive (entrance to Nantucket) on the east side of Clarendon Hills Road. A short left turn lane will be provided for north bound traffic into the development. Additional improvements to Clarendon Hills Road include new curb and gutter on the west side, and a new sidewalk and parkway trees in compliance with the Subdivision Regulations.

#### **Tennessee.**

Tennessee is being widened for the length of the development. The widening will happen on the east side and will continue the road surface alignment utilized to the north. In compliance with the recommendations of the Comprehensive Plan and the existing conditions to the north, the road widening will be constructed as a "rural cross section", meaning there will be no curb and gutter. A new cul-de-sac is being provided at the south end of Tennessee, which will continue the pattern of not providing through access of Tennessee to the south to connect with Darien, even though right-of-way is provided. Subdivision regulations would require a cul-de-sac with a radius of 60', although only a 45' radius is being provided. Approval of the preliminary plat of subdivision includes this variation. While not compliant with the ordinance, Tri-State Fire Protection District is satisfied that this cul-de-sac will adequately accommodate its vehicles if the immediate area around the street surface is maintained clear of trees and other improvements. The height of the overhead wires must be verified and the wires relocated if they will interfere with emergency vehicles.

A new sidewalk will be provided on the east side of Tennessee along the development. It will continue around the south side of the cul-de-sac and will connect with the sidewalk in Darien which is located on their west side of Tennessee.

#### **Interior Roads.**

Interior roads, sidewalks and "Parkway Trees" are proposed on private streets, meaning they will be maintained by the Homeowner's Association. While they are substandard in dimensions, they are constructed to Village standards to hold up better in the long run. Street widths are at least 28' back to back curb. This is about 3' wider than the private roads that run through Breton Lakes, which many agree were constructed too narrow. Sidewalks are provided as carriage walks on both sides of the street at the main entrance until the first turn, and then only on one side of the street for the remainder of the project. On-street parking is allowed in designated areas only...six on each of the north/south street

sections in the middle of the development. Street widths in these locations where on-street parking is permitted was increased to 30' back to back curb to provide adequate movement for all vehicles, including emergency vehicles. An additional three (3) visitor parking spaces are provided on the east side of the interior cul-de-sac.

#### **Emergency Exit.**

The interior cul-de-sac is not wide enough to accommodate turning movements of emergency vehicles, so an emergency road connection to Tennessee is provided and is intended egress for emergency vehicles only. The only curb constructed on Tennessee is at the Tennessee entrance to this emergency access point, and it is there to discourage unintended use by residents and everyday motorists. Other than this 12" tall curb, there is nothing that would prevent general traffic from "cheating" and using this as a cut-through. The paved emergency access road surface is 20' in width per Tri-State's requirements, and is signed as a Fire Lane with no parking. The Village will require a Parking and Traffic Enforcement Agreement that will give the Village and Tri-State the right (but not the obligation) to enforce traffic and parking regulations on this private property. The Homeowner's Covenants also include language that restrict parking and movement on the site. Additional measures and/or barriers may be warranted to address resident or Village concerns.

#### **Design Features**

##### **Building Pads for "Cluster Homes"**

The Layout Plan, shown on Sheet C2.0 of the Preliminary Engineering Plans, shows "building pads" for 29 detached single family homes. These pads, at a minimum, measure 50' in width by 66' in depth, surrounded by common area property, and are set back from the closest curb or sidewalk by no less than 19' in order to accommodate the depth of a parked car in the driveway. With the exception of some front porch features and necessary egress steps, all construction for each home must fall within this pad. Note that Lots 4, 5, 8, 9, 16, 22, 23, 24 and 25 have an irregular shape along their street side line when compared to other lots. These lots are more ideally situated along a street curve and provide increased setbacks that will allow for premium upgrades to front porches. All porches on these lots must fall within the lot designation. For all other lots, only front door entry feature supports may extend into the common area beyond the lot line, and then only for a maximum depth of twenty four inches (24") and a maximum width of ten feet (10'). These requirements will be stipulated in covenant documents.

As mentioned above, each building pad is set back a minimum of 19 feet from either the sidewalk, when there is a sidewalk; or the curb, when there is no sidewalk. This is enough room to accommodate one car in depth to park on the driveway. Each driveway is wide enough to accommodate a minimum two (2) cars. Certain key lots (4, 8, 9, 22, 24 and 25) may accommodate more cars, but are restricted by the covenants such that residents and visitors may not park in these areas for more than 72 hours.

##### **Standard Features, Options, Floor Plans and Elevations, including "Key Elevations"**

Each unit on the property is designed to provide first floor master suites and one or two bedrooms on the first floor, an unfinished basement, and a second story option. Outdoor living is provided within the building footprint at the rear of the home. In no instance, other than providing necessary steps, are patio, deck or other improvements designed for the sole use by one lot owner are allowed outside the building pad to the rear of the home.

Currently, the Village has plans representing four (4) floor plans, with each plan having multiple exterior options. The Response Letter included in the Project Plans included as Attachment 1 indicate additional revisions are coming, although they have not been received. The floor plans and elevations included in the Project Plans in Attachment 1 are

outdated per recent discussions with staff. These plans show floor plans ranging in square footage on the first floor from 2383 to 2600 square feet. Second story options are provided.

A variety of elevations are also provided for each floor plan. Front elevations include a variety of stone, brick, siding and other attractive features. Standard rear and side elevations are intended to provide only siding, with the exception of "Key Elevations" which are proposed for certain side and rear elevations that are visible from Clarendon Hills Road. Key side elevations are proposed on the side elevation for Units 1 and 29, while key rear yard elevations are proposed for the rear of units 1-4.

Some of the front porches on the exterior elevations may extend in front of the building pad area for those lots that do not have the extra bump out along the front lot line. Staff has been working with the developer on this issue and is awaiting additional elevation drawings and details to allow this feature. The intent is that the supports for these entrance features may fall slightly out of the building pad area by a couple of feet and may therefore need to be covered as "allowed encroachments" and/or regulated in the covenant documents. It is expected that the developer will share additional information about this at the hearing.

#### **Easements**

With the exception of NICOR easements which are location in the front of the lots along the private street curbs, all utilities are located behind the units, meaning no utility boxes will be visible from the roadway.

#### **Stormwater and Drainage**

The site is designed to direct all stormwater to drainage swales around the perimeter of the property, and for those swales to include drains that direct all stormwater to detention facilities located parallel to the Clarendon Hills Road frontage. This facility will also allow the pass through of water that is currently blocked in the Tennessee Road right-of-way ditches. The developer's engineer intends to provide a detailed discussion at the hearing about both existing and proposed conditions.

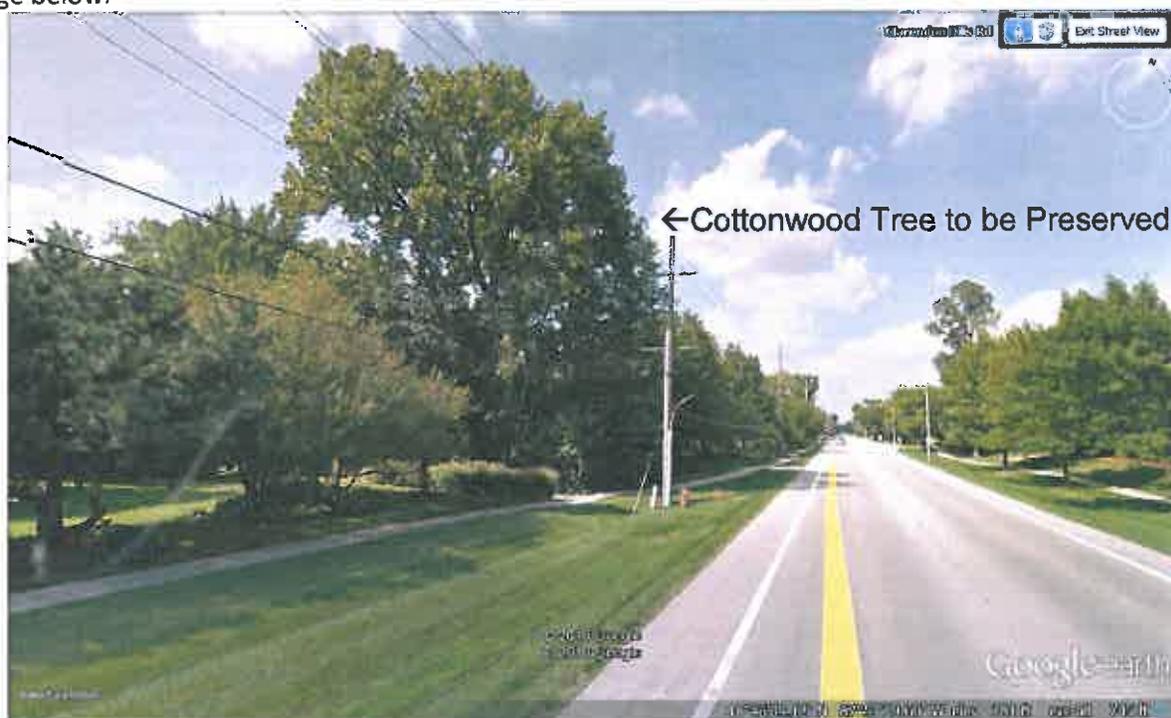
#### **Public Features/Recreation**

The Comprehensive Plan is specific that public and recreational features shall be part of any planned development in this area and of this site. This property is part of an area designated in the plan as Service Area 1, which is bounded by 58<sup>th</sup> Street to the north, Clarendon Hills Road to the east, 67<sup>th</sup> Street to the south, and Western Avenue to the west. At the time the Comprehensive Plan was done, there was a population of 803 people in the area. There is no existing recreational facilities in this service area. To address this concern, the developer has provided a very small pergola/seating feature. It is shown on the north side of the entrance near the detention pond and intended to fulfill the recreational requirement of the Comprehensive Plan. While the effort was made, it is minimal and the Village may wish to encourage more either in this location or in an another location in the development. The plans need to be revised to indicate the exact number and location of the seating and garbage receptacles in the pergola area. At least 2 additional garbage cans shall be provided in the development with possible locations near the 3 visitor parking spaces and near the emergency exit.

#### **Landscaping**

### Tree Preservation.

Preserved mature landscaping is accomplished only around the perimeter of the development in select locations. This is shown on Sheet TS.100 of the Landscape Plan. All existing perimeter trees were inventoried by location, type, size and condition. Trees recommended for preservation include those mostly at or near the property lines and therefore not impacted by proposed grading, and trees that are of a variety and condition worth saving. A total of 11 trees along the north property lines meet this criteria and are proposed for preservation. With the exception of any trees along the north and south property lines called out to be preserved, staff recommends the removal and replacement of all trees along the east property line along Clarendon Hills Road. This will allow for the removal of trees that are or one day might interfere with overhead power lines. Instead, new parkway trees are recommended in this area that won't interfere with the wires. A total of four trees along the south property line are proposed for preservation, including the largest tree on the site, which is a 60 inch caliper cottonwood tree located at the southeast corner of the site and shown in the image below.



The preservation plan should be revised to show the exact location, type, size and condition of existing trees in the Tennessee right-of-way and within 10 of the right-of-way on the lot adjoining the proposed cul-de-sac to the west if access by that owner is allowed. The engineer reports that the owner denied access to the property, however, the survey at a minimum should indicate whether or not the trees are located within the right-of-way based on field work and measurements within the right-of-way. One of the existing trees shown to remain on the lot to the west may in fact be located in the right-of-way. Additionally, the height of the overhead wires shall be provided to ensure that emergency vehicles can travel under the wires in the cul-de-sac. The wires shall be relocated if there is a conflict.

### Clarendon Hills Road and Entrance Features.

Building setbacks along Clarendon Hills Road are over 100 feet given the location of the stormwater detention ponds between the road and the proposed buildings. The public sidewalk along Clarendon Hills Road will be shifted west and generally be located one foot off the property line as required by the Subdivision Regulations. Parkway trees planted in the right-of-way between this sidewalk and Clarendon Hills Road will include "columnar" shaped trees that are tall and

skinny to better co-exist with the overhead power lines. Just behind the public sidewalk will be a 36" high open aluminum fence, separated by brick columns. The detail for this fence is shown on Sheet L105 of the Landscape Plan. Just behind the fence is a row of both deciduous and evergreen perimeter landscape material before the beginning of the detention facility, which will be planted with native low growing plant materials. An additional landscape strip measuring about 20' in depth will be planted with materials around the perimeter of residential units that back to Clarendon Hills Road. The Clarendon Road entrance will provide key/enhanced landscaping is added on both sides. Additional landscaping is provided around the entry sign, which is located on the north side of the development's entrance and shown on Sheet L105 of the Landscape Plan.

#### **Landscape Content and Phasing.**

Sheet L103 shows the Preliminary Turf Establishment Plan. All Clarendon Hills Road Frontage will be established with sod. Detention areas will be seeded with appropriate prairie seed mixes. The north, south and west perimeters (with the exception of the Tennessee right of way which will be sodded) are shown to be seeded with a mix of Kentucky blue grass seed. The area in and around individual lots are shown to be "fully sodded" "by others". It is assumed that landscaping around each unit will occur after construction and just prior to occupancy. There is an area in the northeast part of the development that includes a symbol that is not identified on the plans. It is important that the details of this sheet and all landscaping questions be worked out prior to approval. It is reasonable to expect that all perimeter landscaping should be installed after site work and utilities, but prior to construction or opening of any models. This will stabilize the perimeter and give new plant materials time to get established before construction of the majority of the units gets started. The proposed schedule shows perimeter landscaping to occur in the fall of 2016, however the plans are not very clear as to what landscaping around the perimeter falls within these boundaries. Also, depending on the exact time of year they wish to proceed with model construction, it may be more appropriate to sod the entire perimeter if weather conditions are not favorable to establishing seed. It is also prudent to consider how individual lots will be maintained when/if certain lots are on the market for an extended period of time. Some minimal amount of seeding/grade stabilization and mowing should be required for any lots not sold/constructed early in the process. Reasonable efforts should be utilized at all times to minimize mud and/or dust generated by the site and its construction. The proposed construction schedule (attached) shows mass grading and site work beginning in August of 2016, with model home construction and perimeter and detention landscaping starting in October, with a grand opening schedule in March of 2017. The Preliminary Overall Landscape Plan needs to distinguish which site and perimeter materials go in first in October 2016, versus those that go in later as part of the development of each lot.

Sheet L106 shows the "typical" perimeter buffer sections along the north and west property lines. The north property line includes a 2' tall berm that peaks about 11' south of the north property line. The area between the peak of the berm and the top of foundation includes the drainage swale as well as perimeter landscaping areas for the homes that back along the north property line.

A three foot tall berm is proposed to be located approximately 9' east of the west property line before the drainage swale and the homes that back to Tennessee. It would helpful if the landscape plan showed the location of the top of the berm as well as drainage swale locations in relation to proposed plant materials.

When comparing the Preliminary Overall Landscape Plan with the cross sections on Sheet L106 and with the grading plan, it appears that plant materials are not proposed in locations that consider the location of the berms and the drainage swales. The landscape plans shall be revised to show these improvements and adjust the location of the materials accordingly. These changes as well as the changes mentioned earlier that distinguish the perimeter materials from materials that will be planted with the completion of each unit, will provide clarity as to what perimeter landscape materials should be planted up-front so that they can start to grow early in the project timeline.

#### Covenants

A draft covenant document is included in the "Project Plans", however, the document will not be finalized until Final PUD approval is requested. A brief summary of what is included and/or intended by the covenants is enumerated below.

1. Site landscaping performed by association. Owners responsible for foundation landscaping.
2. Common area maintenance by association.
3. Owners may not change exterior building or landscaping without being in compliance with Village regulations and/or approval of the association.
4. Use for residential purposes only. No professional, business or commercial use is allowed, except that professional and quasi-professional people may use their residence as an ancillary or secondary facility to an office elsewhere.
5. No outbuildings, shed, storage shed, gazebos, doghouses, greenhouse or other temporary or permanent structures, clotheslines or dog runs shall be constructed on any lot or any community area.
6. Except for sign or billboard used by the developer to advertise the property, signs are restricted on privately owned lots and on the common property. Restrictions do not apply to election signs, which will be allowed 2 weeks prior to and one week after a primary or general election, and then one not to exceed 2 feet by 2 feet in size placed in a window of a home.
7. Pets are limited to dogs, cats, birds and fish. Animals may not be bred. Farm animals, snakes, reptiles, exotic and wild animals are prohibited.
8. Pet waste shall immediately be removed. Dogs shall be on a leash when outside.
9. Driveways to homes (on common property) are for parking for residents and resident's guests only, although no vehicle may be parked for more than 14 consecutive nights.
10. The 15 visitor parking spaces are available on a first come-first serve basis. They are not to be used for overnight resident parking. Boats, RVs, trailers or other vehicles shall not be parked or stored in visitor parking spaces for more than 24 hours at a time. Guests may not park in visitor spaces for more than 72 hours.
11. Vehicles may not overhang any portion of a sidewalk.
12. Work on cars may not be performed except within a garage.
13. Garage doors shall be shut at all times when not in use.
14. Owners are not to utilize garage space for commercial storage or storage of products which affect or limit use by vehicles.
15. Satellite dishes not allowed when visible from front of home.
16. Other than approved fences, no additional fences are allowed.
17. Swimming pools, hot tubs and saunas are not allowed.
18. Playgrounds, trampolines, sandboxes, swing sets, outside storage and inoperable vehicles are prohibited.
19. Window fans and air conditioners are not allowed.
20. Driveways may not be increased or expanded at any time.
21. Leases are allowed, but for no less than 30 days.

The Plan Commission is encouraged to discuss and consider whether any additional covenants are being considered or that might be appropriate.

Communication from nearby residents:

Since notices for this meeting went out, staff has spoken with and/or provided nearby residents with information about the project. Staff sent information via e-mail about the project to seven individuals or households. Staff also responded to questions on the phone for some who did not leave names and several people came to Village Hall to review the packet. Most had initial concerns about density, but usually liked the look of the product when the floor plans and elevations were shown. As expected, everyone has questions and concerns about stormwater and potential flooding, so

the applicant is prepared to discuss those issues at the hearing. Other areas of interest or concern expressed by residents include the use of the emergency exit for non-emergency purposes and providing "key elevations" along Tennessee and adding key elevations to the rear of units along Tennessee.

The only written correspondence received with a request that it be included in the Plan Commission's packet for the first public hearing date was from David and Lisa Pye, who live on the west side of Tennessee at the south end of the project. The proposed cul-de-sac will be located in front of their lot. In addition to the increased amount of pavement in front of their lot, the improvement will require the removal of existing trees and landscape material. The plans provide for preservation and or the addition of new materials, but they do not seem to be consistent with site conditions. Further evaluation is recommended. The Pye's e-mail is included with this report as Attachment 2, and is summarized as follows:

1. Continue the parkway and 4' sidewalk all the way around the cul-de-sac. They base this request on the Village's request for consistency with the project to the north and with the fact that their property may one day be subdivided. The only thing missing from this request is the 4' sidewalk, which is typically requested as part of the subdivision of the adjoining lot.
2. That a gate be installed at the emergency only entrance.
3. That Tennessee Avenue be put through and connected with Darien in lieu of the cul-de-sac.

Another e-mail from Phyllis Zimmer was sent to the Village prior to the first hearing with a request that it be forwarded directly to the Plan Commission. She commented that the proposed project was in contrast to the 12 homes that were allowed on the 7.5 acre property to the north. She asked how stormwater would be routed from Bentley and more generally how stormwater runoff would be handled. Finally she asked how traffic from the proposed Pulte development will be handles on Tennessee Avenue. This e-mail is included with Attachment 2.

E-mail received between the second and third meeting are also included with Attachment 2 and include the following

1. Liz Campbell is in support of the project.
2. Nora Ulrich, who lives in the Lawns, is against the project and cannot attend the meeting. She believes 14 homes are enough and is concerned about water and traffic.
3. J. Kucera who lives across the street on Tennessee, makes the following requests:
  - a. That Tennessee not be used for construction traffic
  - b. That improvements to Tennessee not ruin concrete improvements he made to his driveway.
  - c. That Tennessee rear elevations be enhanced with the "key elevations" so that they look like the rear elevations along Clarendon Hills Road.
  - d. He's concerned the barrier curb will not be a deterrent to unauthorized use, but offers no solution.

#### **Comparable Densities.**

Staff received multiple requests for information about densities in comparable developments in town. The following information is provided.

#### **Proposed Carrington Club**

Acres: 8.12  
Units: 29 Units  
Density: 3.57 Units/Acre

#### **Nantucket**

Acres: 17.52  
Units: 105  
Density: 5.99 Units/Acre

#### Eagles Nest

Acres: 4.13  
Units: 20  
Density: 4.84 Units/Acre

#### Breton Lakes

Acres: 17.45 Acres  
Units: 46  
Density: 2.64 Units/Acre

#### Revised Landscape Plan Sheet L100

Pulte submitted the attached revised plan document which shows the additional upright arborvitaes they have agreed to install after meeting with the homeowner to the north. An additional revision is required to increase the size of the proposed upright arborvitaes from five feet (5') to six feet (6') per the request of the owner.

#### On-Site Ponds/Wetland Determination

In response to questions raised during the hearing, the applicant supplied documents during the hearing that the property owner, Michael Vena, confirmed that the 2 water ponds on the farm were man made, as opposed to natural facilities. They also provided a letter from Jedd Anderson, CBBEL, confirming that the on-site ponds are not wetlands. The Village's Engineer concurs with Mr. Anderson's findings. These documents are on file in Village Hall.

#### Plan Commission Public Hearing Summary:

The Plan Commission conducted public hearing for this petition at their April 6, 2016 and May 4, 2016 meetings. A summary of the testimony received in each hearing is provided below. Full transcripts are available in Village Hall if additional information is needed.

#### April 6<sup>th</sup> Hearing Summary

Elyse Bryon, a Tennessee Avenue resident, questioned whether the project will better drain the roadway. She is also concerned that most SUV and larger vehicles can easily go over a 6" curb...which is intended to be the only barrier to stop traffic from using the emergency only access. This will negatively impact her property with lights that shine in to her house. She asked for consideration of some barrier other than just a curb. She was also concerned there wasn't much parking that could be used if lots of residents had visitors over. Construction traffic was another concern. She asked whether it would be allowed on Tennessee. The applicant responded that with the exception of the improvements to Tennessee, all traffic would be coming from Clarendon Hills Road. She also asked about construction hours and noted that 7AM on a Saturday was very early...especially for people who work at night.

Theresa Smets, a Darien resident, commented that she is thrilled Tennessee is not going through, but she is concerned about increased traffic on Clarendon Hills Road.

Bob Wiatrowski, president of Eagles Nest, asked questions about where the drainage exits the property and was told that after being collected in the two detention ponds, the water would drain to the east, not the north. He was also concerned about traffic on Clarendon Hills road, noting that there had been many recent crashes at 67<sup>th</sup> street. He also noted that the Eagle's nest driveway often got used by people who missed the entrance to Arabian Knights. He was particularly interested in making sure construction traffic didn't use their driveway.

Ratnam Pandrafada, a Tennessee Avenue resident, questioned the need for the second access for emergency vehicles. He is interested in something more than the 6" curb being required to prevent unauthorized cut-throughs. He also does not think widening Tennessee is necessary.

Kevin Conners, a Tennessee Avenue resident and president of Tartanbrook subdivision. His project is 7.5 acres and has only 12 homes. Residents are concerned about stormwater. He is also concerned about maintaining privacy of his pool given that his home is directly north of the project, with many back yards now looking into his rear yard. He would also like to have the rear of the homes that face the north property line have the same premium rear elevations as the homes the back to Clarendon Hills Road. The applicant responded to questions about stormwater and indicated they would work with this person after the meeting to address his landscape screening requests.

Lisa Pye, a Tennessee Avenue resident, would like to see the project scaled back, the existing ponds left alone, and more open space provided.

Lizz Duffy, an Eagles Nest resident, commented about the ponds and that they should be left alone...particularly since she believed they were recognized by the County as wetlands. She also asked for clarification about how drainage works, which the applicant responded to. She also asked about streetlights and when they would go in. The applicant responded November. In response to questions about security, the applicant talked about fencing that goes around the property during construction. Proposed phasing of the development was also discussed at length and Ms. Duffy was concerned that with 29 homes, residents would have to endure a prolonged construction of this site.

#### May 4, 2016 Comments

Rhonda Turner asked questions of the applicant regarding how the detention ponds work and where they drain. The applicant responded by noting that the two ponds work together. They fill together and drain together, and both empty to the same outfall pipe.

Donna Bednarski, of Nantucket, asked where the water went when it flowed to the east. Specifically, she asked whether the water would stop in the Nantucket pond or go straight to Lake Hinsdale. The applicant's engineer confirmed to the resident that the water "will be bypassing Nantucket pond into Lake Hinsdale." Ms Bednarski asked whether it would be all underground and asked the engineer to confirm that they will never see it above ground, and the engineer responded "correct." PLANNER NOTE: Follow up with the Village Engineer on this testimony revealed this is in fact not the case. The water does make it way to Lake Hinsdale via the Nantucket pond. This design is, however, consistent with engineering practices and has been reviewed and approved by the Village Engineer.

John Kucera, a Tennessee Avenue resident from across the street highlighted the comments that had been e-mailed to the Village earlier and that are included with this report as Exhibit C

Liz Duffy, an Eagles Nest resident, questioned whether the project provided adequate open space. She also stated that she believes DuPage County recognizes the two ponds as wetlands despite evidence by the developer that the ponds were reviewed and approved by the Village Engineer as not being wetlands. She also commented about density, noting that the Village is not obligated to approve whatever density is proposed. She cited several other Pulte project in other

towns where density was reduced from what Pulte proposed. She believes the high density proposed in this development leaves no room for any meaningful open space. She also commented about the 10x10 grill areas, noting that the original plan was not to have anything encroach into the setback area. She also expressed concern about overflow parking, noting that it might go to Tennessee or Eagle's Next. Construction hours were also a concern. With the close proximity of this project to existing residents and the length of time this project will take, she asked that the Village consider limiting construction hours or maybe not allowing early times on weekends. Finally, she asked the Village to consider requiring that they manage rodents and other wildlife that will be displaced when the project is under construction.

Al Zalabak, an Easy Street resident, boards his horse at Arabian Knights. He likes the project because he thinks Pulte is a good developer and will complete the project in a timely manner, he's satisfied with stormwater, and he thinks the product will provide an interesting option for local retirement buyers. He commented that Arabian Knights has been a good neighbor for many years. They watched development happen all around them, and he feels its just fair to support them now.

Terry Kelly asked for clarification on the response provided by the engineer to Bednarski's earlier question as to whether the flow of water under Clarendon Hills Road into Lake Hinsdale Village is directly to Lake Hinsdale Village, or whether it stopped in the Nantucket detention pond. Chairman Kopp noted that the earlier answer was that it bypasses the Nantucket detention pond. No clarification was given by the applicant or the applicant's engineer. Mr. Kelly agreed with earlier comments that rodent and animal control should be required prior the property being cleared.

Jeanne Widing also commented about animal control, noting that she recently had to deal with three skunks living under a patio. She also asked about the storm pipe through Nantucket to Lake Hinsdale and whether there would be digging to accommodate that improvement. The applicant's engineer commented that the only digging that will occur is in Clarendon Hills Road to connect to that existing system. All the rest is already there.

Verl Headley questioned why there were so many houses so close together. He feels it may negatively impact stormwater control and that basements, if allowed, would likely flood with water.

Norma Main commented about traffic congestion, noting that Clarendon Hills road is heavily traveled.

Susan Borowiak, a resident of Eagle's Nest, likes the fact that this project is proposing single family homes instead of apartments.

In responding to comments, the applicant summarized the following:

1. They would have an evaluation of animals and rodents and take necessary step prior to demolition.
2. He provided information on densities of nearby projects and noted that the project needs to be feasible to be constructed and that their target buyer isn't one that has young children or that needs a lot of green space.
3. Construction will be from Clarendon Hills Road. A construction fence will surround the property during construction.
4. They will abide by the construction hour restrictions of the Village.
5. Their construction schedule is geared toward completing mass grading, infrastructure and perimeter improvements before they start building individual homes.
6. They will live with whatever reasonable sized grill pad size is recommended.
7. They agreed to and provided a revised landscape plan to provide a dense row of upright arborvitaes on the neighbor's property to the north to mitigate impacts on that property.

#### Plan Commission Motion

After hearing testimony and discussing the issues raised by the public and in the staff reports and documents presented and discussed at both meetings, the Plan Commission recommended unanimous approval of the following motion:

Based on the submitted petition and testimony presented, I recommend that the Plan Commission forward to the Village Board its findings with regard to the Special Use and PUD Standards and the required PUD Findings outlined in Exhibit 1 of the staff report addendum prepared for the May 4, 2016 Plan Commission meeting (included in the Staff Report to the Village Board dated May 23, 2016), and further that the Plan Commission recommend approval of a Preliminary Plat of PUD and Preliminary Plat of Subdivision for Carrington Club, including necessary exceptions and variations, associated with PC 16-04, subject to approval by the Village Board being in substantial compliance with the "Plan Documents" outlined in Exhibit 2 of the staff report addendum prepared for the May 4, 2016 Plan Commission meeting (shown below), except as outlined in Exhibit 3 (shown herein below), "Required Modifications/Conditions.

Plan Documents  
(Individually included hereto as Attachment 1)

1. Carrington Club Legal Description, undated (1 Sheet)
2. Carrington Club Construction Schedule, prepared by V3, dated March 18, 2016 (1 Sheet).
3. Carrington Club Standards for Special Use, prepared by V3, dated January 22, 2016 (3 Pages)
4. Preliminary Stormwater Management Report, prepared by V3, dated January 22, 2016 (13 Pages)
5. Carrington Club Fire Truck Exhibit, prepared by V, latest revision dated 3/16/16 (2 Sheets)
6. Preliminary Plat of Subdivision, prepared by V3, latest revision dated 3/16/16 (1 Sheet)
7. Preliminary PUD Plat, prepared by V3, latest revision dated 3/16/16 (1 Sheet)
8. Preliminary Engineering Plans, prepared by V3, latest revision dated 3/16/16, consisting of Sheet C0.0, C1.0, C2.0, C3.0, and C4.0.
9. Hinsbrook Club Preliminary Landscape Development Plans, prepared by Signature Design Group, latest revision dated 3/16/16, consisting of Title Sheet, and sheets L100 (revised 4/22/16), L101, L102, L103, L104, L105, L106, and TS 100.
10. Draft Declaration of Covenants UNDATED AND SUBJECT TO FINAL APPROVAL BY THE VILLAGE

Required Modifications/Conditions

1. Front Porches

The plans provide a 4 foot "bump out" in the front elevation for Lots 4, 5, 8, 9, 16, 22, 23, 24, and 25, which can be used to provide non-inhabitable front porch space in that area. These lots all have extra space in their "front yard" due to their location around street curves that provide for an extra setback. The declarations do need to specify that this area can only be used for non-inhabitable front porch areas. For the remainder of the units that are set back 19' and parallel to the street, the applicant is requesting permission to construct non-inhabitable front porch space not to exceed a 30" extension from the front of the unit into the common area. Staff does not object to this provision as long as the Declarations are amended to exclude the lots that already have the 4' bump out, and as long as the space is "non-inhabitable" and does not extend across the width of the front of the house by more than 15 feet.

2. Rear Patios

Just prior to the last meeting, Pulte requested consideration of allowing patios, with dimensions to be determined, to extend off the rear of the homes into the common area. This request varied from initial discussions which did not allow any improvements outside of the property surrounding each building footprint that would be owned in fee simple by the owner. This was determined to be reasonable at the time given that

their "outdoor" living spaces were included with the building footprint. What no one thought about, however, was that those outdoor areas are not usable for grilling purposes, so the request has been made to authorize use of the common area for some reasonable accommodation for grilling and other "outdoor" living.

Given that this was not anticipated and that the setbacks were established to minimize impacts on surrounding neighbors, staff does not support unregulated use of this space. If the PC wishes to allow it, staff recommends the following restrictions:

- a. Size not to exceed 100 square feet and not to encroach on drainage areas.
  - b. "At-Grade" (Concrete, paver, etc.) improvements only
  - c. No fixed improvements in this area, ie not built ins.
3. The covenant document is subject to final review and approval by staff and the Village Attorney, but shall at a minimum include the following changes:
- a. Address Front Porches and Rear Patios as discussed.
  - b. Amend 8.02(a) to add the word "or Community Area" at the end of the first sentence. This restriction is intended for individual owners. Staff would not object to the "association" making application to the Village for an additional common element for the benefit of the whole community.
  - c. With regard to Section 8.08, the Village will want to ensure that the association cannot change the non-driveway parking without approval of the Village. A Traffic/Parking Management Agreement must be executed as part of the Final Approval documents which may necessitate additional changes to the covenants.
  - d. Section 3.02(d) must be revised as basic maintenance to lots that have not yet been sold will be required.
  - e. Section 8.04. Language in this section is contradictory. On the one hand it says household pets may not be bred. On the other hand, there is an exception for litters being kept for a time period of not more than 4 months. Also, revise last sentence so that dogs need only be leashed in the common area, not the premises, which include the lot.
4. Elevations
- a. Confirm that the "key lot side elevation" is acceptable. Shown at the last meeting, but staff does not have a copy.
  - b. So far only Lots 1 and 29 are required to have "key lot side elevations". This will be called out in the preliminary approval and required as part of Final Plans. If additional lots are to have key lot elevations, they need to be added.
  - c. So far, only those lots with rear elevations visible from Clarendon Hills Road have "key lot rear elevations". If the Village would like to have any additional key lot rear elevations, they need to be added.
  - d. Final Elevations subject to final review and approval of more detailed plans.
5. The location of overhead wires along Tennessee must be added to the plans. The wires must be relocated if there is inadequate clearance under the wires where the new cul-de-sac is to be constructed.
6. The use of seed versus sod by area and the timing of various landscape improvements shall be considered as part of the Final PUD approval.
7. Except when improving Tennessee, all construction traffic for on-site development shall come from Clarendon Hills Road.

8. A rodent abatement program shall be required that will minimize animal population traveling from the site to nearby properties as part of construction.

#### **Staff Summary Recommendation**

While the project introduces a higher density that anticipated by one of the Comprehensive Plan objectives for this area, staff is generally supportive of the concept plan. In particular, the project introduces a high quality product that provides a housing option in Willowbrook that is not widely available. A product containing first floor master suites and maintenance free living will provide residents with an opportunity to remain in the community when their families have left and they no longer wish to maintain a large property. While the interior of the site is tight, the exterior perimeters of the property are spacious and will be well-landscaped. Additionally, the use of key elevations along one and possibly both roadways allows the project to better integrate with the high quality characteristics of the surrounding residential areas. These design features combined, provide surrounding residents with a greater setbacks and a greater level of predictability over what a single family owner might construct if the property was developed similar to the lots to the north. Maintenance is also more predictable in these types of projects as a homeowner's association will perform routine maintenance of the whole project at one time.

The developer has worked very well with staff to address likely concerns. Additional modifications may come out of feedback received as a result of the public hearing, and should also be incorporated into the plan when deemed reasonable and beneficial. As discussed in this report, there are some details that require some additional clarification and/or work before a recommendation from the Plan Commission is advised. A special meeting is being scheduled one week after his public hearing to accommodate a concept plan review for a development being considered on the vacant properties south of the old Holiday Inn property on Route 83. It would therefore be possible to continue the hearing for one week if there are only a few item to resolve. If the hearing requires additional time and/or necessary work requires more than one week, the hearing could be continued to the next regular meeting or even a special earlier meeting date if the Plan Commission determines that a quorum for a special date can be accommodated.

Staff supports the Plan Commission's recommendation.

Staff Report to the Village Board  
PC 16-04: 6256 Clarendon Hills Road/  
Carrington Club

May 23, 2016

Jo Ellen Charlton, Planning Consultant

Attachment 1  
Plan Documents

Staff Report to the Village Board  
PC 16-04: 6256 Clarendon Hills Road/  
Carrington Club

May 23, 2016

Jo Ellen Charlton, Planning Consultant

Attachment 2  
Written Correspondence

Microsoft  
Outlook Web App

Type here to search This Folder

Address Book Options Sign out

Mail

Calendar

Contacts

Deleted Items (365)

Drafts (295)

Inbox (1791)

Junk E-Mail (1)

Sent Items

Click to view all folders

Manage Folders...

Reply Reply All Forward Move Delete Junk Close

**Hinsbrook Club**  
Dave [moab82@ymail.com]

You replied on 3/18/2016 2:34 PM.

Sent: Friday, March 18, 2016 2:26 PM  
To: thalk@willowbrook.il.us; Jo Ellen Charlton  
Cc: Peter Coules [peter@donatellcoules.com]; Shannah Morris [shannah@donatellcoules.com]; Lisa [Lisa@lisapye.com]

I want to thank the Village of Willowbrook for working with us and keeping us informed of the proposed plans for the development of Arabian Knights Farm and the new "Hinsbrook Club"

While looking into this matter, it appears that being consistent with the surrounding area is an important consideration in the making of decisions for the Village of Willowbrook. It is in this light that I am asking the Village of Willowbrook to consider the following;

- 1) That the same Village standards & requirements be applied to both the east and west sides of the proposed Tennessee Ave. Cul-de-sac.

In a letter (2-10-16) from the Village of Willowbrook to Rob Getz (Putle Homes), items # 14, 15 and 62 addresses this. It is requiring Putle Homes to provide a 5' parkway and a 4' sidewalk as per village requirements. It is likely that the property on the west side of Tennessee will be subdivided. The proposed cul-de-sac will be in someone's front yard and entrance with a driveway from the cul-de-sac. Please consider the same parkway and sidewalk situation on this side also. The existing sidewalk that is on the south side of this property is 5' with a 13' parkway, and the existing sidewalk to be connected to is 4' with an approximate 18' parkway (It will be measured this weekend for accuracy). Since our property is on the west side of the Tennessee Ave and constancy is important to the Village of Willowbrook applying conditions of the surrounding area would be appropriate, rather than the likeness of the proposed "0" lot homes of Hinsbrook Club"

- 2) That a Gate be installed at the Emergency Only Entrance to "Hinsbrook Club" to Tennessee Ave. The "Service Only" entrance to Arabian Knights Farm was constantly used by 100's of patrons, especially on weekends and it proved to be impossible for the Village of Willowbrook to enforce the "Service Only" access. Therefore, I do not see how the Village will be able to enforce the Emergency Only Entrance to the Hinsbrook Club.
- 3) That it be considered as an alternative to a Tennessee Ave. cul-de-sac that Tennessee Ave. just simply be connected. Both dead ends (north and south) are in line with each other and are only separated by approximately 80'. It just may be a simple solution to a complicated problem. Thank you for reading this. We look forward to talking more about these issues and others.

Dave and Lisa Pye

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Connected to Microsoft Exchange

## Joanne Prible

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**From:** Phyllis <rodnpfyl@hotmail.com>  
**Sent:** Monday, April 04, 2016 9:29 AM  
**To:** Tim Halik; Joanne Prible  
**Subject:** Proposed Pulte Development Case No. 16-04

April 4, 2016

Tim Halik, Village Administrator

Dear Mr. Halik,

The following questions and concerns were prompted by the Notice of Public Hearing Case No. 16-04. The Case is regarding a petition for approval of a preliminary plat of subdivision, all including any exceptions and variations necessary to redevelop the existing 8.32 acres of property, known as the Arabian Farm with 29 detached single family cluster homes.

My husband Rod and I received the Notice of Public Hearing last week.

1. The proposed 29 single family Pulte cluster homes subdivision on the existing 8.32 acres is in sharp contrast to 12 single family homes approved for the adjacent 7 1/2 acre Tartan Brook subdivision. Why the marked difference in density for the Tartan Brook subdivision and the proposed Pulte subdivision when they are similar in acreage?
2. Stormwater was re-routed from the Tudor Manor subdivision to the Tartan Brook subdivision stormwater detention basin. Will stormwater from Bentley Avenue be directed through the dedicated drainage easements already in place between the Byron and Kucera properties to a stormwater detention basin on the proposed Pulte development between Tennessee Avenue and Clarendon Hills Road?
3. Because of the high density of the proposed Pulte cluster homes, more impervious surfaces will result. How will the stormwater run-off be handled?
4. Tennessee Avenue does not have continuous street rights-of-way. How will traffic from the proposed Pulte development be handled on Tennessee Avenue?

Let these concerns be known.

To be forwarded to the Willowbrook Plan Commission by Wednesday, April 6, 2016

Thank you for your consideration.

Sincerely,

Phyllis Zimmer  
6446 Tennessee Avenue  
Willowbrook, Illinois 60527  
630 253 5665

Sent from my iPad

## Arabian Knights Farm Development

Liz Campbell [lizanncampbell@aol.com]

**Sent:** Wednesday, May 04, 2016 2:27 PM

**To:** Jo Ellen Charlton

Jo Ellen - My name is Elizabeth Campbell and I reside at 6530 Tennessee Avenue in Willowbrook. I understand there is a meeting with the Village of Willowbrook tonight regarding the proposed development of the farm and unfortunately I will be unable to attend. I would, however, like to offer my opinion on the proposed development.

Everything that I have read and heard about the development from the Pulte group sounds positive. My main concern has been the drainage issue at the end of the Tennessee Avenue and I understand that the Pulte group will be installing a new drainage pipe that currently doesn't exist. Given that this group will be fixing this issue, I am in favor of the development.

Thank you for your time.

Elizabeth Campbell

**From:** Nora Ulrich [mailto:nora.ulrich@yahoo.com]  
**Sent:** Tuesday, May 03, 2016 10:08 PM  
**To:** Tim Halik  
**Subject:** Arabian Knights Farm Development

I have learned that Pulte Homes is trying to rezone the Arabian Knights Farm Development, here, across from my residence; The Lawns, Willowbrook, IL. Currently 14 homes is what it is zoned for, Pulte Homes wanting to up it to 29 homes. Pulte wants to push all the water out to a Clarendon Hills Rd dention area. When that fills up its 'supposed to be released to the East.

NOOOOOOOOOOOOOO.....

- #1. FOURTEEN Homes is \*E\*nough.
- #2. Fifteen extra homes will ~really \*CROWD the area,, Water-wise aNd TRAFFIC-wise.
- #3. Whyyyy mess with the enviroment?
- #4. Sounds like GrEEed wants to enter this Landmark. Does Pulte, Not make enough money? Does the CEO, need Morre Money?  
---Whyyyy not, keep it as Low Key as it has been designed...for the past 35 years??

My husband and I are AGAINST these actions by Pulte.  
We are not able to attend tomorrow night' Wed. May 4, 2016, open forum meeting.  
By way of this email, I wAnt our voices heard. It is our right as Taxpayers.

Thank You,  
Nora Ulrich  
708-703-1881  
6425 Clarendon Hills Rd.  
Willowbrook 60527

Sent from Yahoo Mail on Android

Project Concerns  
J. Kucera  
Resident, Tennessee Ave.

- Concern that Tennessee Ave. not be used as a road for construction trucks and parking of worker vehicles. Need commitment that all construction traffic use Clarendon Hills Road.
- Some homes in the area of widening of Tennessee Ave. have concrete driveway aprons that extend into the asphalt surface. Concern that these aprons will be ground/damaged during the course of widening.
- Are rear views of the various proposed home models available so that residents on Tennessee have an idea of what the site will look like facing east?
- A six inch curb will not be an effective deterrent to those who want to use the proposed emergency exit as a means of entering or exiting the development.

**Tim Halik**

---

**Subject:** FW: Hinsbrook club concerns

**From:** Elyse byron

**Date:** May 19, 2016 at 8:30:24 AM CDT

**To:** "[jcharlton@wbkengineering.com](mailto:jcharlton@wbkengineering.com)" <[jcharlton@wbkengineering.com](mailto:jcharlton@wbkengineering.com)>

**Subject:** Hinsbrook club concerns

Hi!

As we discussed, I am concerned with the location of the fire exit and the ability of SUV"s to easily use it( can a more definitive deterrent be placed?- gate? Removable metal pipe? )

An additional concern is the Saturday 7 am start time. There are some working people that only get Saturday to sleep in/ can they start at 9? That would mean a lot toward good will.

Thank you, Elyse

Sent from my iPhone

**CARRINGTON CLUB LEGAL DESCRIPTION**

**PARCEL 1: THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.**

**PARCEL 2: THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (EXCEPT THE NORTH 145.0 FEET OF THE EAST 261.0 FEET) OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.**



Carrington Club  
Construction Schedule

March 18, 2016

Zoning Approval and Permitting	January 2016 – August 2016
Site Construction (Erosion Control, Demolition, Mass Grading, Utilities, Roadway)	August 2016 – October 2016
Model Home Start	October 2016
Site Landscaping (site perimeter and detention facilities)	October 2016
Street Light Installation	November 2016
Model Home Grand Opening	March 2017
Home Construction (24 per year)	March 2017 – June 2019



Pulte Home Corporation is seeking a Special Use for a Planned Unit Development, which is listed as a Special Use in the R-1 zoning district, for the proposed Carrington Club development. The development includes 29 single family homes in a community with private streets. The following are the Special Use Standards and the development's responses to them:

- A. That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.
- The proposed Carrington Club 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 29 single family homes that will minimally impact to the surrounding roadways and the utilities downstream. The roadways within the development will be privately owned and maintained and will not provide a burden on 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.
- The proposed Carrington Club 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 29 detached single family homes which results in a density that is between the densities of the developments to the north and the south. This provides for a great transition between existing uses. Also, the development is replacing an existing facility that hosted large gatherings of people at times. The building materials will be high quality materials and will fit in with the surrounding areas. Additionally, quality landscaping is proposed along the perimeter of the development which will provide screening to the adjacent homeowners and to the new homeowners within the Carrington Club development.
- 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.
- The proposed Carrington Club development will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. The surrounding property is currently developed as single family homes, many of which were constructed relatively recently. The proposed development will include the widening of Tennessee Avenue and the construction of a cul-de-sac at the south end of Tennessee Avenue. Also, a left turn lane will be added to northbound Clarendon Hills Road at the entrance to the development, which will provide safe traffic movements for residents and guests entering the development.

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

- Adequate utilities, access roads, drainage and/or other necessary facilities will be provided within this development. A watermain will be installed through the development to serve the proposed 29 single family and will connect the existing Village watermains along Clarendon Hills Road and Tennessee Avenue to the loop system, improving the redundancy of the water system in this area.

Sanitary Sewer service (under DuPage County Jurisdiction) is available at the southwest corner of the site and will be extended into the site to service the 29 single family homes.

Stormwater management facilities and storm sewer will be installed on-site to meet the DuPage County Countywide Stormwater and Flood Plain Ordinance as well as the amendments provided in Willowbrook's Municipal Code.

Access to the site will be provided from Clarendon Hills Road and a new left turn lane will be installed on northbound Clarendon Hills Road at the proposed entrance to the development.

Private streets will be provided within the limits of the proposed development. Additionally, an emergency access will be provided to Tennessee Avenue to allow for full ingress/egress of emergency vehicles.

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.

- Ingress and egress to the proposed Carrington Club development will be provided to and from Clarendon Hills Road. As part of this development a left turn lane will be added in Clarendon Hills Road at the proposed entrance to the site. The left turn lane will provide safe turning movements for vehicles entering the proposed development. Additionally, as evidenced in the Traffic Summary Memorandum attached to the development application, this development will provide minimal impact to the surrounding roadways as it relates to trip generations, and it replaces an existing use that hosted larger gatherings of people.

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

- The Carrington Club development is proposed to be a Planned Unit Development. There are certain zoning requirements that will be specified within the Planned Unit Development that do not conform to zoning district. Specifically, each home will be on a lot defined by the house's building envelope, meaning that the homeowner will own only the land under their home, but none of the surrounding property. Because of this, the requirements normally applied to R-1 lots will not apply to this condition. For this type of maintenance free community, the typical lot area is owned and maintained by the HOA. We feel that there is specific reason for the uniqueness of this development which provides sufficient merit to approve the Planned Unit Development.

- 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.
- 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.

**PRELIMINARY  
STORMWATER  
MANAGEMENT REPORT**



**PROJECT SITE:**

**CARRINGTON CLUB  
Clarendon Hills Road  
WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

**PREPARED FOR:**

**PULTE HOME CORPORATION  
1900 E. GOLD ROAD, SUITE 300  
SCHAUMBURG, ILLINOIS 60173  
847.230.5400**

**PREPARED BY:**

**V3 COMPANIES, LTD.  
7325 JANES AVENUE  
WOODRIDGE, ILLINOIS 60517  
630.724.9200**

**JANUARY 22, 2016**

**V3 Companies Project No. 15230**

**CARRINGTON CLUB**  
**VILLAGE OF WILLOWBROOK, DuPAGE COUNTY, ILLINOIS**

**Stormwater Narrative**

**Overview**

Pulte Homes is proposing a 29 lot single family residential subdivision on an 8.3 acre parcel in the Village of Willowbrook, DuPage County, Illinois. The project site is located west of Clarendon Hills Road and Snug Harbor Drive in Section 22, Township 38 North, Range 11 East. The site is currently used as a horse farm/stable with several accompanying buildings. The site is bound on the west by Tennessee Avenue, on the south by a residential subdivision, on the east by Clarendon Hills Road and on the North by single family residential.

A review of the available site maps has been conducted for the site, including: USGS Hydrologic Atlas, National Wetland Inventory Map, DuPage ADID Wetland Map, DuPage Regulatory Floodplain Map, FEMA Flood Insurance Rate Map, and NRCS Soil Survey Map. The DuPage ADID Wetland Map indicates the potential for a couple wetlands onsite, but V3 has prepared a wetland delineation summary that indicates that the wet areas are not regulated wetlands. The wetland summary was reviewed and concurred by Jed Anderson of Christopher B. Burke Engineering. Based on a review of the DuPage Regulatory Floodplain Map and the FEMA Flood Insurance Rate Map, there are no mapped 100-year Special Flood Hazard Areas onsite. All of the maps referenced above are attached to this report.

The Village of Willowbrook follows and enforces the DuPage County Countywide Stormwater and Flood Plan Ordinance. There are two main components that need to be addressed for this development: site runoff storage and Post Construction Best Management Practices.

**Existing Conditions**

The existing property is largely gravel covered with some trees and miscellaneous vegetation as well as three buildings, two decks, and a horse track. Adjacent properties are zoned residential.

The existing site flows overland to four locations. The southern and eastern portion both drain to two small stormwater facilities. The west portion flows to a ditch along Tennessee Avenue. The east portion flows to an existing storm sewer system along the west of Clarendon Hills Road Right-of-Way (R.O.W.). From there, the existing storm sewer is routed to the north. The site and surrounding area appears to be tributary to 63<sup>rd</sup> Street storm sewer.

**Existing Soil Characteristics**

The soil survey for DuPage County, Illinois, prepared by NRCS indicates that the site is seventy percent Elliott silt loam (146A– Eliot Silt Loam, Hydrologic Soil Group C/D) and thirty percent Ashkum silty clay loam (232A– Ashkum Silty Clay Loam, Hydrologic Soil Group C/D).

**CARRINGTON CLUB**  
**VILLAGE OF WILLOWBROOK, DuPAGE COUNTY, ILLINOIS**

**Proposed Site Runoff Storage Requirements**

According to the ordinance, in Article IX, Section 15-72, "site runoff storage facilities, consisting of site runoff storage and a control structure with an emergency overflow shall be required for all developments". The control structure shall limit the peak runoff from the site to 0.10 cfs/acre for the disturbed area. The entire 8.3 acre project area will be disturbed as part of the proposed development.

However, Per section 4-2-29.11 of the Village code, all developments that are tributary to the 63<sup>rd</sup> Street storm sewer shall have a maximum release rate of 0.03 cfs/acre. The closest storm sewer is along the west side of Clarendon hills road is tributary to the 63<sup>rd</sup> Street storm sewer; however, we are proposing to connect to the storm sewer on the east side of Clarendon Hills Road. This storm sewer drains into a large pond to the east of the development which then continues east. This connection is not tributary to 63<sup>rd</sup> Street and thus the allowable release rate from the site is 0.1 cfs/acre.

The required site runoff storage volume is calculated using the Preliminary Storage Volumes which follows TR-55 Methodology and a CN of 90 (per SCS). This results in a required storage of approximately 0.426 ac-ft/acre.

Therefore the required detention for the entire site is:

$$= 0.426 (ac - ft/acre) \times 8.3 \text{ Acres (total site area)} = 3.54 \text{ acre} - ft$$

The proposed volume is 3.66 ac-ft. Attached is a stage storage spreadsheet.

**Post Construction Best Management Practices**

According to the DuPage County Countywide Stormwater and Floodplain Ordinance (ordinance), Article VIII, "Post Construction Best Management Practices are required onsite to treat stormwater runoff for pollutants of concern and reduce runoff volume for all developments with 2,500 square feet or more of net new impervious area compared to pre-development conditions."

Post Construction Best Management Practices within the new ordinance is comprised of two components: Volume Control Best Management Practices (VCBMP's) and Post Construction Best Management Practices (PCBMP's). Since the proposed development has a net increase in impervious area greater than 2,500 square feet, VCBMP's and PCBMP's are required for the project.

With the above said, the development will include Best Management Practices (BMP's) to increase the water quality and reduce the rate of stormwater runoff leaving the site. The BMP being implemented on the site is native wetland bottom site runoff storage basins.

**CARRINGTON CLUB**  
**VILLAGE OF WILLOWBROOK, DuPAGE COUNTY, ILLINOIS**

**Erosion Control**

Erosion Control will comply with the requirements of the Village of Willowbrook and the Best Management Practices recommended by the Illinois Urban Design Manual. The scope of the erosion control will include a construction entrance, silt fence, inlet protection, erosion control blanket, and temporary seeding. A Stormwater Pollution Prevention Plan will be provided to the contractor prior to construction, adhering to the requirements of the IEPA NPDES program.

**Overland Flow Routing**

The storm sewer system will be designed to convey runoff from a 10-year storm event. For rainfall events exceeding the storm sewer capacity, excess runoff will route via overland overflow routes to the proposed volume control basin prior to exiting the site. The emergency overflow exits the pond along the east of the north basin to Clarendon Hills Road.

**Schedule for Implementation of Stormwater Plan**

Erosion control measures shall be installed before site construction commences. Stormwater management facilities will then be constructed.

- Install Erosion Control Measures
- Demolition, Clearing and Grubbing
- Site Grading
- Installation of Site Utilities & BMPs
- Final Stabilization of Disturbed Areas
- Ongoing Maintenance of Erosion Control
- Removal of Temporary Erosion Control Measures

**Conclusion**

In our opinion, the design of the storm water management system for the proposed development, as detailed above and in the attached calculations, implements the required erosion control measures, and complies with the overall requirements of the DuPage County Stormwater Ordinance.



## Preliminary Required Storage Volumes

TR-55 Methodology: 24 Hour Event, Huff 3rd Quartile Distribution

Runoff Curve Number	Required Storage Volume (ac-ft per ac)				
	2 Year 0.04 cfs/ac	2 to 100 Year 0.15 cfs/ac	100 Year 0.15 cfs/ac	100 Year 0.10 cfs/ac	100 Year 0.20 cfs/ac
60	0.005	0.115	0.120	0.163	0.102
61	0.007	0.122	0.129	0.172	0.110
62	0.009	0.128	0.137	0.181	0.117
63	0.011	0.134	0.145	0.189	0.124
64	0.013	0.141	0.154	0.198	0.132
65	0.016	0.147	0.162	0.207	0.139
66	0.018	0.153	0.171	0.216	0.147
67	0.021	0.158	0.179	0.224	0.154
68	0.024	0.164	0.188	0.233	0.162
69	0.027	0.170	0.197	0.242	0.169
70	0.030	0.175	0.205	0.251	0.177
71	0.034	0.180	0.214	0.259	0.184
72	0.037	0.185	0.223	0.268	0.192
73	0.041	0.191	0.232	0.277	0.199
74	0.045	0.195	0.240	0.286	0.206
75	0.049	0.200	0.249	0.294	0.214
76	0.053	0.205	0.258	0.303	0.221
77	0.058	0.209	0.267	0.312	0.229
78	0.062	0.214	0.276	0.321	0.236
79	0.067	0.218	0.285	0.329	0.244
80	0.072	0.222	0.294	0.338	0.251
81	0.077	0.226	0.303	0.347	0.259
82	0.082	0.230	0.312	0.356	0.266
83	0.088	0.234	0.322	0.364	0.273
84	0.093	0.237	0.331	0.373	0.281
85	0.099	0.241	0.340	0.382	0.288
86	0.105	0.244	0.349	0.391	0.296
87	0.111	0.248	0.359	0.399	0.303
88	0.117	0.251	0.368	0.408	0.311
89	0.124	0.254	0.377	0.417	0.318
90	0.130	0.256	0.387	0.426	0.326
91	0.137	0.259	0.396	0.434	0.333
92	0.144	0.262	0.406	0.443	0.341
93	0.151	0.264	0.415	0.452	0.348
94	0.158	0.267	0.425	0.461	0.355
95	0.166	0.269	0.434	0.469	0.363
96	0.173	0.271	0.444	0.478	0.370
97	0.181	0.273	0.454	0.487	0.378
98	0.189	0.275	0.463	0.496	0.385
99	0.197	0.276	0.473	0.504	0.393



## PROPOSED STORAGE BASINS

PROJECT: Carrington Club  
V3 FILE NO.: 15230  
DATE: 1/22/2016  
PREPARED BY: EEF  
CHECKED BY: BCR

### PROPOSED BASIN

ELEVATION		AREA (acres)	AVERAGE AREA (acres)	STAGE VOLUME (acre-feet)	CUMULATIVE VOLUME (acre-feet)	COMMENT
731.0	18728.0	0.43			0.00	NWL
			0.490	0.490		
732.0	23974.6	0.55			0.49	
			0.611	0.611		
733.0	29221.2	0.67			1.10	
			0.731	0.731		
734.0	34467.8	0.79			1.83	
			0.851	0.851		
735.0	39714.4	0.91			2.68	
			0.972	0.972		
736.0	44961.0	1.03			3.66	HWL

Total Volume Provided = 3.66 ac-ft



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

November 9, 2015

Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527

Attention: Tim Halik, Village Administrator

Subject: 6526 Clarendon Hills Road - Arabian Nights, Willowbrook, IL  
Wetland Review # 1  
(CBBEL Project No. 90-144H173)

Dear Mr. Halik:

As requested, I have completed a review of the October 7, 2015 Wetland Submittal, prepared by V3. The submittal documents the onsite potential wetland areas and their potential regulation under the Village of Willowbrook's version of the DuPage County Countywide Stormwater and Flood Plain Ordinance. To complete this review I also walked the site on October 1, 2015. The wetland submittal documents the location, condition and history of 4 potential wetland/waters areas. V3 indicates that in their opinion the 4 onsite identified areas should be considered exempt from regulation under the Ordinance.

The Ordinance definition of Waters of DuPage County contains the following exception text:

*The following are generally not considered to be Waters of DuPage.....*

- *Artificial lakes, ponds or wetlands created by excavating and/or diking dry land to collect and retain water and which are used exclusively for such purposes as stormwater storage, stock watering, irrigation, settling basins, or sediment traps.*
- *Artificial bodies of water created by excavating and/or diking dry land to retain water for primarily aesthetic reasons.*

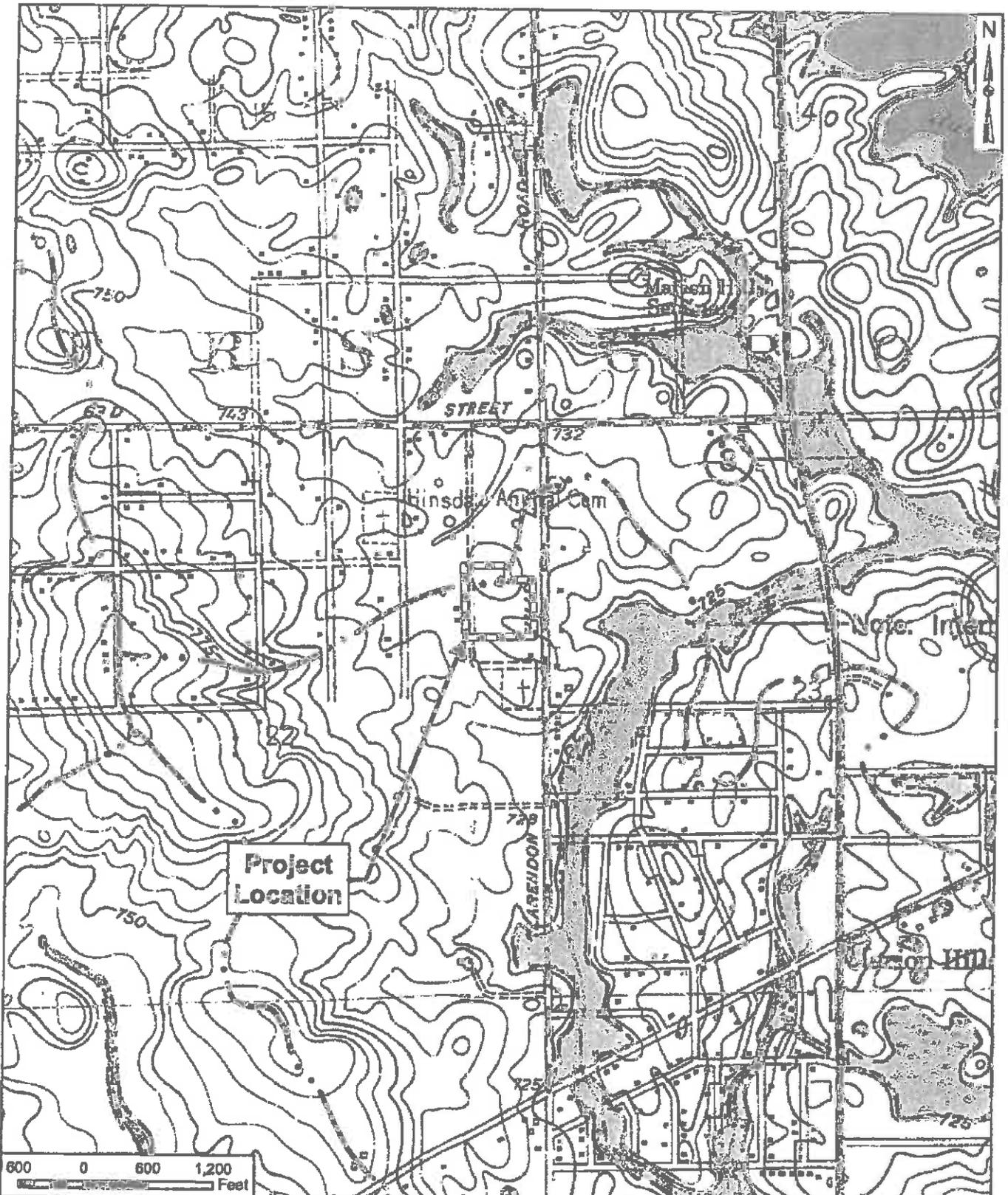
Based on our review of the supplied documentation and field visit, we concur that none of the 4 identified areas are regulated under the Ordinance, based on the two bulleted exemptions listed above.

If you have any questions please feel free to contact me.

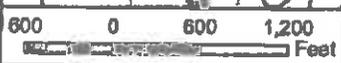
Sincerely,

Jedd Anderson, PWS, CPESC, CWS  
Vice President

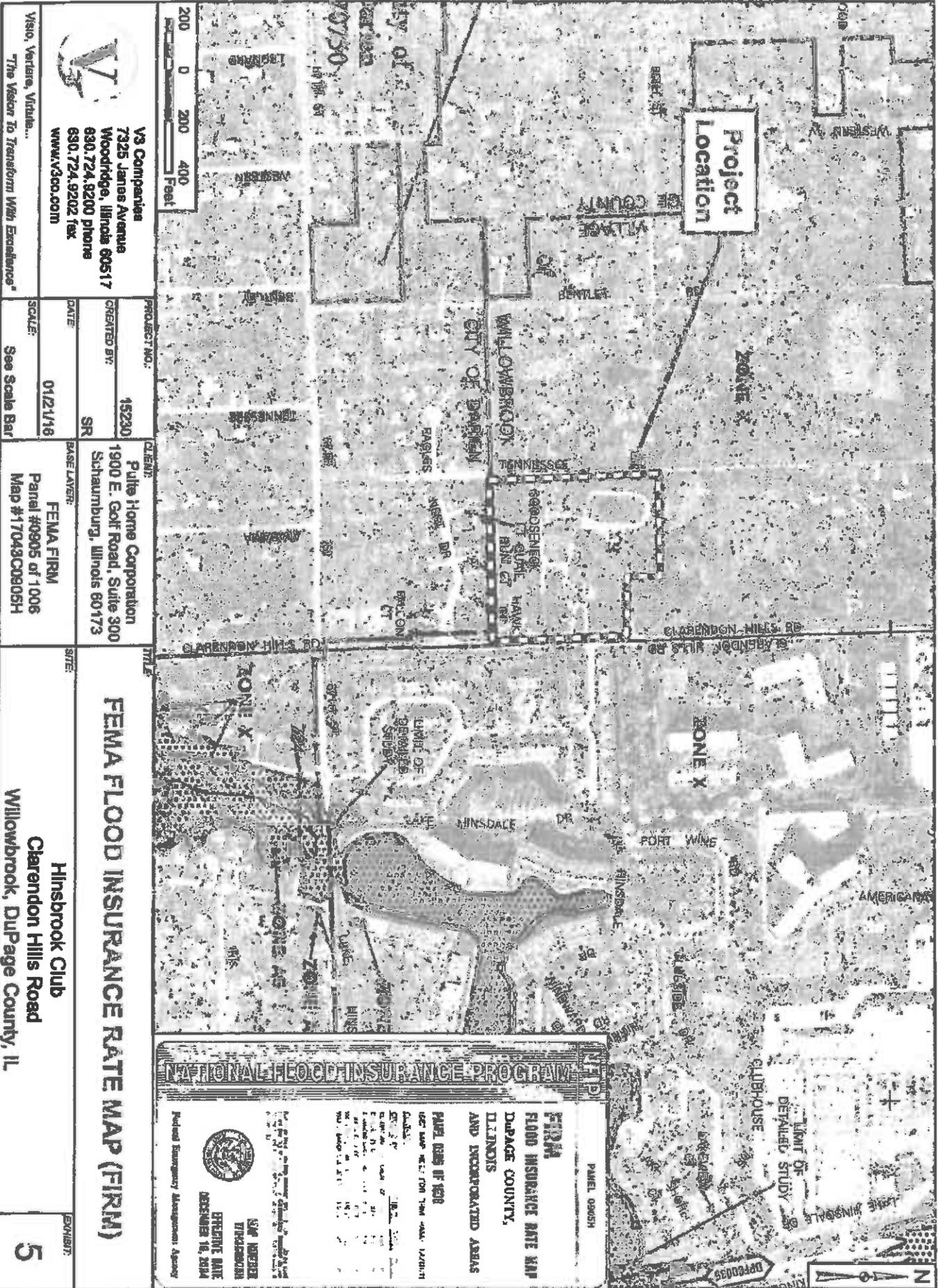
Cc: Scott Brejcha - V3, Dan Lynch - CBBEL



**Project Location**



 <p>V3 Companies 7325 Janes Avenue Woodridge, Illinois 60517 630.724.9200 phone 630.724.9202 fax www.v3co.com</p>	<p>PROJECT NO.: 15230</p>	<p>CLIENT: Pulte Home Corporation 1900 E. Golf Road, Suite 300 Schaumburg, Illinois 60173</p>	<p>TITLE: <b>USGS HYDROLOGIC ATLAS</b></p>
	<p>CREATED BY: SR</p>	<p>DATE: 01/21/16</p>	<p>BASE LAYER: USGS Hydrologic Atlas Hinsdale Quadrangle</p>
<p>Velo, Vertere, Virtute... "The Vision To Transform with Excellence"</p>	<p>SCALE: See Scale Bar</p>		<p>FIGURE: <b>4</b></p>



**V3 Companies**  
 7325 James Avenue  
 Woodridge, Illinois 60517  
 630.724.9200 phone  
 630.724.9202 fax  
 www.v3co.com

PROJECT NO.: 15230  
 CREATED BY: SR  
 DATE: 01/21/16  
 SCALE: See Scale Bar

CLIENT: Pulte Home Corporation  
 1900 E. Golf Road, Suite 300  
 Schaumburg, Illinois 60173  
 BASE LAYER: FEMA FIRM  
 Panel #0905 of 1006  
 Map #17043C0805H

**FEMA FLOOD INSURANCE RATE MAP (FIRM)**  
 Hinsbrook Club  
 Charendon Hills Road  
 Willowbrook, DuPage County, IL

**NATIONAL FLOOD INSURANCE PROGRAM**

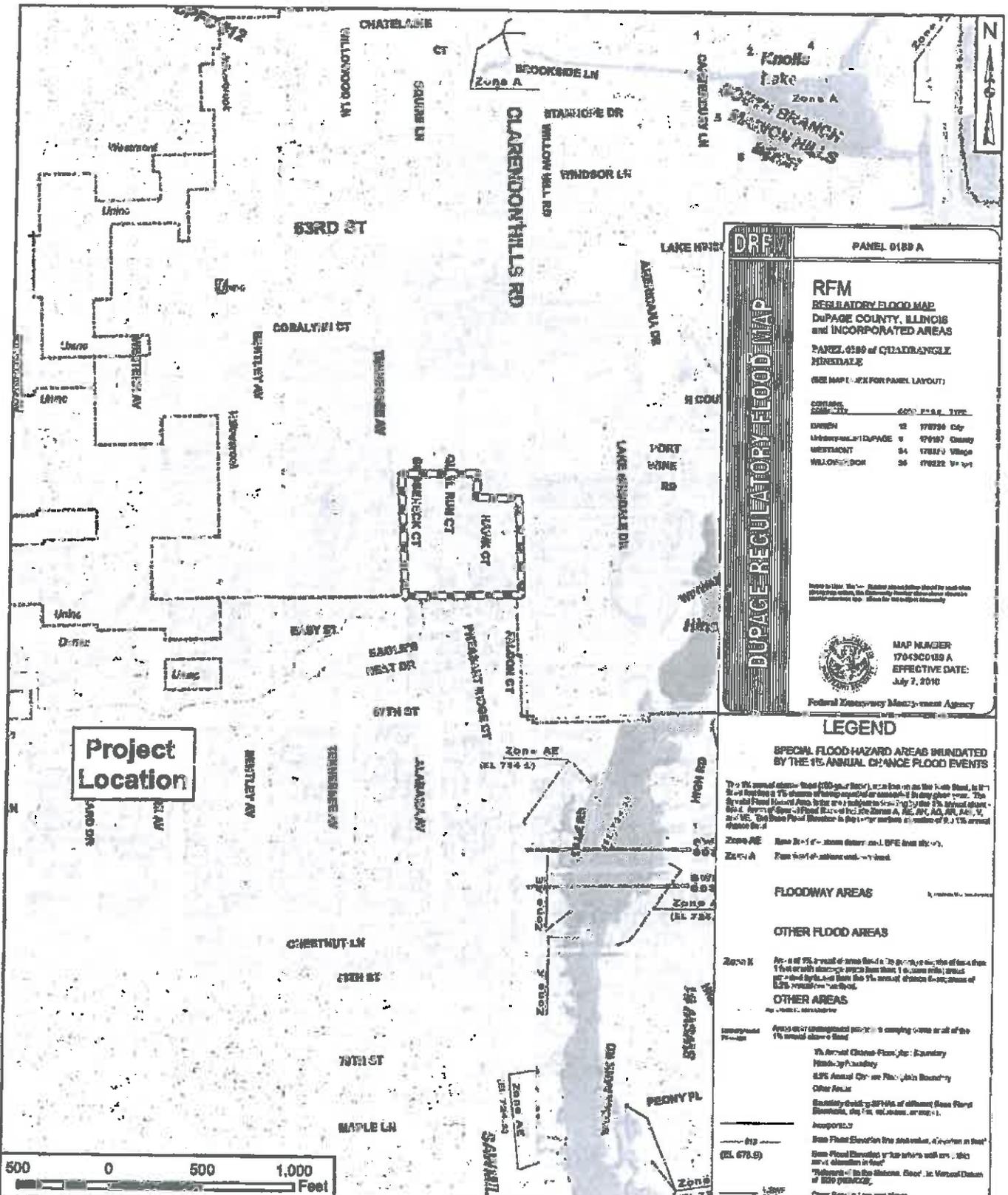
**FIRM**  
 FLOOD INSURANCE RATE MAP  
 DUPAGE COUNTY,  
 ILLINOIS  
 AND INCORPORATED AREAS

PANEL 0905H  
 OF 1006H

DATE: 12/16/11  
 NEXT MAP: 12/16/11

**EFFECTIVE DATE**  
 DECEMBER 16, 2014

Federal Emergency Management Agency



N

PANEL 0189 A

**RFM**  
REGULATORY FLOOD MAP  
DUPAGE COUNTY, ILLINOIS  
AND INCORPORATED AREAS

PANEL 0189 of QUADRANGLE  
HINSDALE

SEE MAP LAYOUT FOR PANEL LAYOUT

CONTACT:	DATE:	SCALE:	TITLE:
DUPAGE COUNTY	07/2000	AS SHOWN	REGULATORY FLOOD MAP
DRAWN BY:	DATE:	SCALE:	TITLE:
W. J. BROWN	07/2000	AS SHOWN	REGULATORY FLOOD MAP
CHECKED BY:	DATE:	SCALE:	TITLE:
W. J. BROWN	07/2000	AS SHOWN	REGULATORY FLOOD MAP

MAP NUMBER  
17043C0189 A  
EFFECTIVE DATE:  
July 7, 2000

Federal Emergency Management Agency

**LEGEND**

**SPECIAL FLOOD HAZARD AREAS MINDED BY THE 1% ANNUAL CHANCE FLOOD EVENTS**

**Zone AE** Areas of 1% annual chance flood (100-year flood) with a base flood elevation (BFE) of 1 foot or more above the 1% annual chance flood. The BFE is shown on the map as a solid line with a 1-foot depth. The BFE is shown on the map as a solid line with a 1-foot depth. The BFE is shown on the map as a solid line with a 1-foot depth.

**Zone AH** Areas of 1% annual chance flood (100-year flood) with a base flood elevation (BFE) of 1 foot or more above the 1% annual chance flood. The BFE is shown on the map as a solid line with a 1-foot depth. The BFE is shown on the map as a solid line with a 1-foot depth. The BFE is shown on the map as a solid line with a 1-foot depth.

**Zone X** Areas of 1% annual chance flood (100-year flood) with a base flood elevation (BFE) of 1 foot or more above the 1% annual chance flood. The BFE is shown on the map as a solid line with a 1-foot depth. The BFE is shown on the map as a solid line with a 1-foot depth. The BFE is shown on the map as a solid line with a 1-foot depth.

**Zone V** Areas of 1% annual chance flood (100-year flood) with a base flood elevation (BFE) of 1 foot or more above the 1% annual chance flood. The BFE is shown on the map as a solid line with a 1-foot depth. The BFE is shown on the map as a solid line with a 1-foot depth. The BFE is shown on the map as a solid line with a 1-foot depth.

**Zone D** Areas of 1% annual chance flood (100-year flood) with a base flood elevation (BFE) of 1 foot or more above the 1% annual chance flood. The BFE is shown on the map as a solid line with a 1-foot depth. The BFE is shown on the map as a solid line with a 1-foot depth. The BFE is shown on the map as a solid line with a 1-foot depth.

**Zone S** Areas of 1% annual chance flood (100-year flood) with a base flood elevation (BFE) of 1 foot or more above the 1% annual chance flood. The BFE is shown on the map as a solid line with a 1-foot depth. The BFE is shown on the map as a solid line with a 1-foot depth. The BFE is shown on the map as a solid line with a 1-foot depth.

**Zone M** Areas of 1% annual chance flood (100-year flood) with a base flood elevation (BFE) of 1 foot or more above the 1% annual chance flood. The BFE is shown on the map as a solid line with a 1-foot depth. The BFE is shown on the map as a solid line with a 1-foot depth. The BFE is shown on the map as a solid line with a 1-foot depth.

**Zone O** Areas of 1% annual chance flood (100-year flood) with a base flood elevation (BFE) of 1 foot or more above the 1% annual chance flood. The BFE is shown on the map as a solid line with a 1-foot depth. The BFE is shown on the map as a solid line with a 1-foot depth. The BFE is shown on the map as a solid line with a 1-foot depth.

**FLOODWAY AREAS**

**OTHER FLOOD AREAS**

**OTHER AREAS**



<p>V3 Companies 7325 Janes Avenue Woodridge, Illinois 60517 630.724.9200 phone 630.724.9202 fax www.v3co.com</p>	PROJECT NO.: 15230	CLIENT: Pulte Home Corporation 1900 E. Golf Road, Suite 300 Schaumburg, Illinois 60173	TITLE: <b>DUPAGE COUNTY REGULATORY FLOOD MAP (RFM)</b>
	CREATED BY: SR	DATE: 01/21/18	SCALE: See Scale Bar
<p>Visio, Vertere, Virute...</p> <p>"The Vision To Transform with Excellence"</p>	BASE LAYER: DuPage County RFM Panel 0189 of Hinsdale Quad Map #17043C0189 A	SITE: Hinsbrook Club Clarendon Hills Road Willowbrook, DuPage County, IL	FIGURE: <b>6</b>





**Project Location**

**Legend**

**DuPage County ADID**

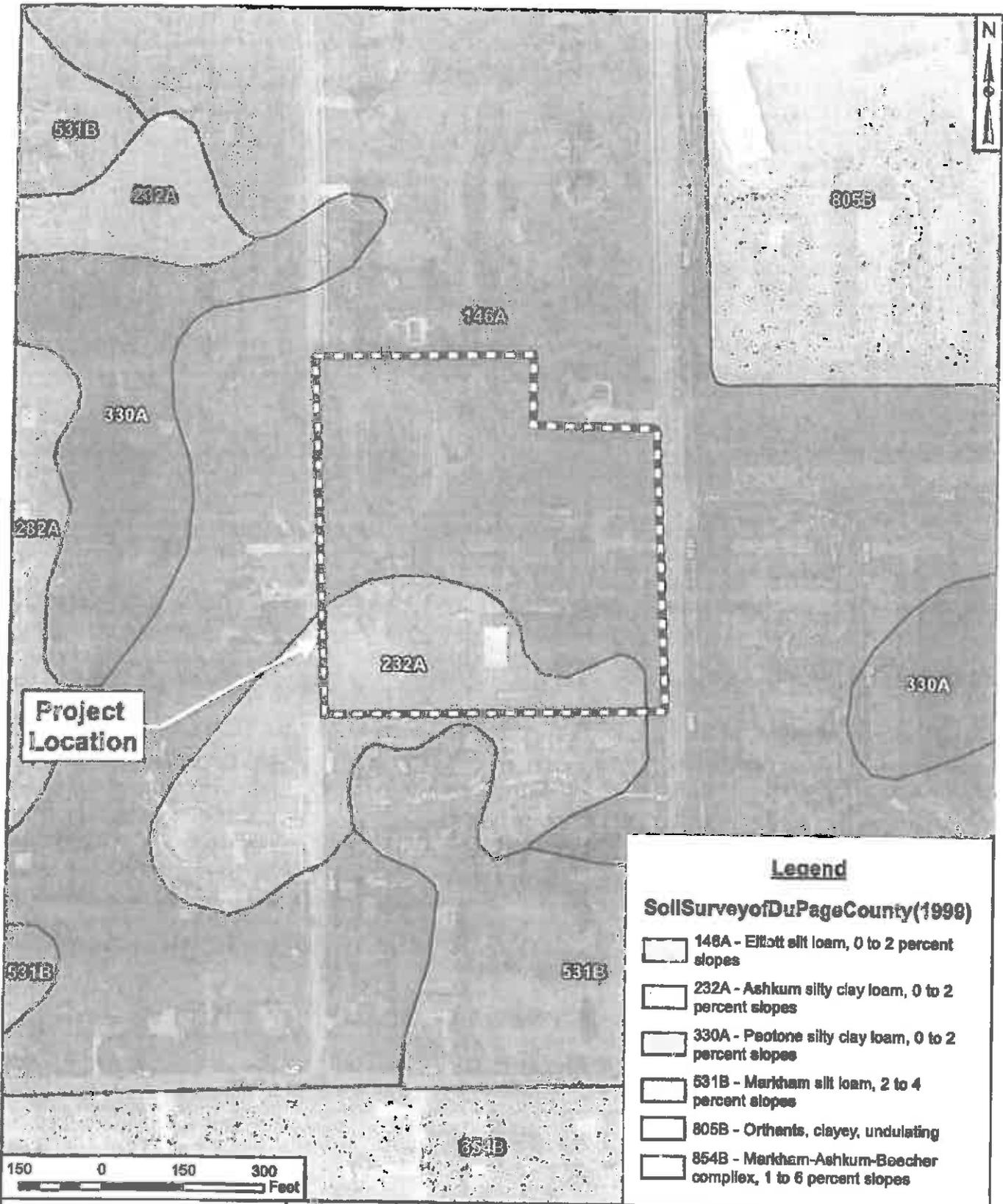
- Regulatory Wetland
- Critical Wetland



 <b>V3 Companies</b> 7325 Janes Avenue Woodridge, Illinois 60517 630.724.9200 phone 630.724.9202 fax www.v3co.com	<b>PROJECT NO.:</b> 15230	<b>CLIENT:</b> Pulte Home Corporation 1900 E. Golf Road, Suite 300 Schaumburg, Illinois 60173	<b>DUPAGE COUNTY          ADVANCED IDENTIFICATION          OF WETLANDS (ADID) MAP</b>	
	<b>CREATED BY:</b> SR	<b>DATE:</b> 01/21/18	<b>BASE LAYER:</b> USGS Topographic Map Hinsdale Quadrangle (1997)	<b>SITE:</b> Hinsbrook Club Clarendon Hills Road Willowbrook, DuPage County, IL

Visio, Vertere, Virtute...  
 "The Vision To Transform with Excellence"

**SCALE:**  
 See Scale Bar



**Legend**

**Soil Survey of DuPage County (1999)**

	148A - Elliott silt loam, 0 to 2 percent slopes
	232A - Ashkum silty clay loam, 0 to 2 percent slopes
	330A - Peotone silty clay loam, 0 to 2 percent slopes
	531B - Markham silt loam, 2 to 4 percent slopes
	805B - Orthents, clayey, undulating
	854B - Markham-Ashkum-Beecher complex, 1 to 6 percent slopes

 <b>V3 Companies</b> 7325 Janes Avenue Woodridge, Illinois 60517 630.724.9200 phone 630.724.9202 fax www.v3co.com  <i>Visio, Vertere, Virtute...</i> <i>"The Vision To Transform with Excellence"</i>	PROJECT NO: 15230	CLIENT: Pulte Home Corporation 1900 E. Golf Road, Suite 300 Schaumburg, Illinois 60173	<b>TITLE:</b> <b>SOIL SURVEY OF DUPAGE COUNTY, ILLINOIS (1999) MAP</b>	
	CREATED BY: SR	DATE: 01/21/16	BASE LAYER: DigitalGlobe Aerial Imagery (2014)	SITE: Hinsbrook Club Clarendon Hills Road Willowbrook, DuPage County, IL
	SCALE: See Scale Bar			<b>FIGURE:</b> <b>9</b>

Attach Operating Agreement

**THIS INSTRUMENT PREPARED  
BY AND SHOULD BE RETURNED  
TO:**

*Victoria C. Bresnahan  
MELTZER, PURTILL & STELLE LLC  
300 South Wacker Drive, Suite 2300  
Chicago, Illinois 60606*

**ABOVE SPACE FOR RECORDER'S USE ONLY**

**DECLARATION OF COVENANTS FOR HINSBROOK CLUB**

[Section 1.21, contain blanks; Exhibits A & B are incomplete ]

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## DECLARATION OF COVENANTS FOR HINSBROOK CLUB

This Declaration is made by Pulte Home Corporation, a Michigan corporation ("Declarant").

### RECITALS

Declarant is the record title holder of the Development Area which is legally described in Exhibit A hereto. Some or all of the Development Area shall be the subject of a single family development called "Hinsbrook Club" (the "Development").

The Declarant shall subject the real estate which is legally described in Exhibit B hereto to the provisions of this Declaration as the Premises. The Declarant shall subject the real estate which is legally described in Exhibit B hereto to the provisions of this Declaration as the Premises.

Certain portions of the Premises are designated as Lots and other portions are designated as Community Area. The Declarant has formed (or will form) the Association under the Illinois Limited Liability Company Act. The Association shall have the responsibility for administering and maintaining the Community Area and shall set budgets and fix assessments to pay the expenses incurred in connection with such responsibility. Each Owner of a Lot shall be a member of the Association and shall be responsible for paying assessments with respect to the Lot owned by such Owner, as more fully described in this Declaration.

As of the Recording of this Declaration, the Declarant's Development Plan provides for the construction of 29 single family homes and certain community area lots, all as shown on the Plat, as maybe added or amended from time to time.

During the construction and marketing of the Development, the Declarant shall retain certain rights set forth in this Declaration, which rights shall include, without limitation, the right, prior to the Turnover Date, to manage the affairs of the Association, or to designate the Managers of the Association, as more fully described in Article Nine and in the Operating Agreement, the right to come upon the Premises in connection with Declarant's efforts to sell Lots and other rights reserved in Article Nine.

NOW, THEREFORE, the Declarant hereby declares as follows:

#### Article One DEFINITIONS

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1.01 ASSOCIATION: The Hinsbrook Club Homeowners' Association LLC, an Illinois limited liability company, and its successors and assigns. As more fully provided in Section 5.10, the Association may be merged into an Illinois not for profit corporation, which would become the Association hereunder.

1.02 ASSOCIATION MAINTAINED PUBLIC AREA: Those grass areas located in the dedicated rights of way that are not owned by the Declarant or the Association which serve the Premises as further described on Exhibit B.

1.03 CHARGES: The Community Assessment, any special assessment levied by the Association and/or any other charges or payments which an Owner is required to pay or for which an Owner is liable under this Declaration or the Operating Agreement.

1.04 COMMUNITY AREA: Those portions of the Premises which are described and designated as "Community Area" in Exhibit B hereto, together with all improvements located above and below the ground and rights appurtenant thereto. The Community Area shall generally include, without limitation, detention areas and landscape easement areas, within the Development, together with improvements located thereon.

1.05 COMMUNITY ASSESSMENT: The amounts which the Association shall assess and collect from the Owners to pay the Community Expenses and accumulate reserves for such expenses, as more fully described in Article Six.

1.06 COMMUNITY EXPENSES: The expenses of administration (including management and professional services), operation, maintenance, repair, replacement and landscaping and other improvements (including any monument signage) on the Community Area, the Association Maintained Public Area or as otherwise provided in this Declaration; the cost of insurance for the Community Area; the cost of general and special real estate taxes and assessments levied or assessed against the Community Area owned by the Association; the cost of, and the expenses incurred for, the maintenance, repair and replacement of personal property acquired and used by the Association in connection with the maintenance of the Community Area; if not separately metered or charged to the Owners, the cost of necessary utility services to the Premises; costs, expenses, fees or charges payable to the Municipality pursuant to this Declaration; and any other expenses lawfully incurred by the Association for the common benefit of all of the Owners. Notwithstanding the foregoing, Community Expenses shall not include any payments made out of Capital Reserves.

1.07 COUNTY: DuPage County, Illinois or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the County as of the Recording of this Declaration.

1.08 DECLARANT: Pulte Home Corporation, a Michigan corporation, its successors and assigns.

1.09 DECLARANT'S DEVELOPMENT PLAN: Declarant's current plan for the Development. Declarant's Development Plan shall be maintained by the Declarant at its principal place of business and may be changed at any time or from time to time without notice.

1.10 DECLARATION: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

1.11 DEVELOPMENT AREA: The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto as Exhibit A may be amended as provided in Section 10.01. Exhibit A is attached hereto for informational purposes only and no covenants, conditions, restrictions, easements, liens or changes shall attach to any part of the real estate described therein, except to the extent that portions thereof are described in Exhibit B and expressly made subject to the provisions of this Declaration as part of the Premises.

1.12 **FIRST MORTGAGEE:** The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Lot.

1.13 **FOUNDATION PLANTINGS:** The Declarant will install a mulched area adjacent to each Home improved with minimal plantings. The Owner of a Home may from time to time add to these plantings subject to Section 3.05. All plantings to this area or increasing the mulched areas shall be known as "Foundation Plantings".

1.14 **HOME:** That portion of a Lot which is improved with a single family home, including any steps or decks which serve the Home.

1.15 **LOT:** A subdivided lot which is designated in Exhibit B as a "Lot" and upon which a Home is or will be constructed.

1.16 **MANAGERS:** The manager or managers from time to time as appointed or elected as provided in this Declaration or the Operating Agreement, provide, that if the Association is merged into an Illinois not for profit corporation, as more fully provided in Section 5.10 below, the Managers shall be the board of directors of the Association.

1.17 **MUNICIPALITY:** The Village of Willowbrook, an Illinois municipal corporation, or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the Municipality as of the Recording of this Declaration.

1.18 **OPERATING AGREEMENT:** The Operating Agreement of the Association, a true copy of which is attached hereto as Exhibit C, provided that, if the Association is merged into an Illinois not for profit corporation, as more fully provided in Section 5.10 below, the term Operating Agreement as used herein shall mean the by-laws of the Association.

1.19 **OWNER:** A Record or beneficial owner, whether one or more persons, of fee simple title to a Lot, including contract seller, but excluding those having such interest merely as security for the performance of an obligation. The Declarant shall be deemed to be an Owner with respect to each Lot owned by the Declarant.

1.20 **PERSON:** A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.21 **PLAT:** Any plat of subdivision or plat of resubdivision which includes part of the Premises, including without limitation the Plat of Subdivision for Hinsbrook Club Recorded \_\_\_\_\_ as Document Number \_\_\_\_\_, as may be amended or resubdivided from time to time.

1.22 **PREMISES:** The real estate which is legally described in Exhibit B hereto, as amended or supplemented from time to time, with all improvements thereon and rights appurtenant thereto.

1.23 **RECORD:** To record in the office of the Recorder of Deeds for the County.

1.24 **RESIDENT:** An individual who resides in a Home.

1.25 SUBJECT TO ASSESSMENT: A Lot shall only be "Subject to Assessment" hereunder from and after such time as a temporary, conditional or permanent certificate of occupancy has been issued for the Home constructed thereon and the Lot is conveyed by the Declarant to the first purchaser thereof.

1.26 TURNOVER DATE: The date on which the right of the Declarant to manage the affairs of the Association is terminated under Section 9.04.

1.27 VOTING MEMBER: The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Five.

## Article Two SCOPE OF DECLARATION

2.01 PROPERTY SUBJECT TO DECLARATION: Declarant, as the owner of fee simple title to the Premises, expressly intends to and by Recording this Declaration, does hereby subject the Premises to the provisions of this Declaration.

2.02 CONVEYANCES SUBJECT TO DECLARATION: All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in the Premises, and their respective heirs, successors, personal representatives or assigns, regardless of whether the deed or other instrument which creates or conveys the interest makes reference to this Declaration.

2.03 DURATION: Except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land for a period of forty (40) years from the date of Recording of this Declaration and for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part as provided in Section 10.02.

2.04 LOT CONVEYANCE: Once a Lot has been conveyed by the Declarant to a bona fide purchaser for value, then any subsequent conveyance or transfer of ownership of the Lot shall be of the entire Lot and there shall be no conveyance or transfer of a portion of the Lot without the prior written consent of the Managers.

2.05 ACCESS EASEMENT: Each Owner and Resident of a Lot shall have a non-exclusive perpetual easement for ingress to and egress from his Lot to public streets and roads over and across the roads, driveways and walkways, if any, located on the Community Area, which easement shall run with the land, be appurtenant to and pass with title to every Lot. The Municipality or any other governmental authority which has jurisdiction over the Premises shall have a non-exclusive easement of access over roads and driveways located on the Community Area for police, fire, ambulance, waste removal, or for the purpose of furnishing or performing municipal or emergency services to the Premises, including, without limitation, enforcement activities. The Association, its employees, agents and contractors, shall have the right of ingress to, egress from, the Community Area and the Association Maintained Public Area and the right to store equipment on the Community Area, for the purpose of furnishing any maintenance, repairs or replacements required or permitted hereunder.

**2.06 RIGHT OF ENJOYMENT:** Each Owner shall have the non-exclusive right and easement to use and enjoy the Community Area and the exclusive right to use and enjoy the Owner's Lot. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Lot, and shall be subject to and governed by the laws, ordinances and statutes of jurisdiction, the provisions of this Declaration, the Operating Agreement, and the reasonable rules and regulations from time to time adopted by the Association, including the right of the Association to come upon a Home to furnish services hereunder.

**2.07 DELEGATION OF USE:** Subject to the provisions of this Declaration, the Operating Agreement, and the reasonable rules and regulations from time to time adopted by the Association, any Owner may delegate his right to use and enjoy the Community Area to Residents of the Owner's Home. An Owner shall delegate such rights to tenants and contract purchasers of the Owner's Home who are Residents.

**2.08 RULES AND REGULATIONS:** The use and enjoyment of the Premises shall at all times be subject to reasonable rules and regulations duly adopted by the Association from time to time.

**2.09 UTILITY EASEMENTS:** The Municipality and all public and private utilities (including cable companies) serving the Premises are hereby granted the right to lay, construct, renew, operate, repair and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Community Area for the purpose of providing utility or other services to the Premises or any other portion of the Development Area.

**2.10 EASEMENTS, LEASES, LICENSES AND CONCESSIONS:** The Association shall have the right and authority from time to time to lease or grant easements, licenses, or concessions with regard to any portions or all of the Community Area for such uses and purposes as the Managers deem to be in the best interests of the Owners and which are not prohibited hereunder including, without limitation, the right to grant easements for utilities or any other purpose which the Managers deem to be in the best interests of the Owners. Any and all proceeds from leases, easements, licenses or concessions with respect to the Community Area shall be used to pay the Community Expenses. Also, the Association shall have the right and power to dedicate any part or all of the roads, parking areas or other vacant areas located on the Community Area to the Municipality or other governmental authority which has jurisdiction over the Community Area. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Home, shall be deemed to grant a power coupled with an interest to the Managers, as attorney-in-fact, to dedicate portions of the Community Area or to grant, cancel, alter or otherwise change the easements provided for in this Section 2.10. Any instrument executed pursuant to the power granted herein shall be executed by the Manager of the Association prior to the Turnover Date or by the majority of the Managers thereafter and duly Recorded.

**2.11 ASSOCIATION'S ACCESS:** The Association shall have the right and power to come onto any Lot for the purpose of furnishing the services required to be furnished hereunder, including, without limitation, the services described in Section 3.02 and Section 3.05, or enforcing its rights and powers hereunder.

**2.12 NO DEDICATION TO PUBLIC USE:** Except for easements granted or dedications made as permitted in Section 2.10, nothing contained in this Declaration shall be

construed or be deemed to constitute a dedication, express or implied, of any part of the Community Area to or for any public use or purpose whatsoever.

2.13 OWNERSHIP OF COMMUNITY AREA: Those portions of the Community Area which are part of a Lot, if any, shall be owned by the Owner of the Lot subject to the rights of the Association to maintain, repair and replace improvements thereon as provided in Article Three. Those portions of the Community Area which are not part of a Lot shall be conveyed to the Association free of mortgages no later than sixty (60) days after the Turnover Date, subject to the rights of Owners from time to time of Lots to use and enjoy the Community Area as provided herein.

2.14 REAL ESTATE TAXES FOR COMMUNITY AREA: If a tax bill is issued with respect to Community Area which is made subject to this Declaration in the middle of a tax year (regardless of when it is conveyed to the Association), then the tax bill shall be prorated so that the Declarant shall be responsible for the payment of that portion of the tax bill from January 1st of the tax year to the date that such Community Area is made subject to this Declaration, and the Association shall be responsible for the balance of the tax bill for such year, and any tax bills for subsequent years. Each Owner of a Lot shall be responsible for the payment of real estate taxes levied with respect to the Owner's Lot (including that portion of the Owner's Lot which is designated as Community Area hereunder).

2.15 EASEMENT FOR PORCHES AND PATIOS: Each Owner shall have a perpetual easement over and across that portion of the Community Area immediately adjacent to the Lot for the following purposes:

(a) the installation, maintenance, repair, replacement, use and enjoyment of a patio of a type and size (not to exceed \_\_\_ total square feet) and in a location as approved by the Declarant until such time as the Declarant no longer owns or controls any portion of the Development Area, and thereafter the Association; and

(b) the installation, maintenance, repair, replacement, use and enjoyment of a front porch and steps/staircase of a type and size and in a location as approved by the Declarant until such time as the Declarant no longer owns or controls any portion of the Development Area, and thereafter the Association.

The use of this "Easement for Porches and Patio" shall be limited to the exclusive use and enjoyment of the Owner of the Lot appurtenant thereto, and his guests and invitees. Maintenance of the improvements on such Easement for Porches and Patio ("Porch and Patio Improvements") shall be provided by the Owner of the Lot served by the easement at his sole expense as provided in Section 3.03 below.

### Article Three

#### COMMUNITY AREA/ASSOCIATION MAINTENANCE

3.01 IN GENERAL: The restrictions and limitations contained in this Article shall be subject to the rights of the Declarant set forth in Article Nine.

3.02 MAINTENANCE, REPAIR AND REPLACEMENT BY ASSOCIATION:

(a) The following maintenance, repairs and replacements shall be the responsibility of and furnished by the Association:

(i) Subject to Section 8.10, added planting, replanting, care and maintenance of trees, shrubs, flowers, grass, berms, parks and all other landscaping on the Premises; provided, however, that Foundation Plantings shall be maintained by the Association (including adding mulch, trimming bushes, weed control), but repaired and replaced by the Owner of the adjacent Home;

(ii) Maintenance, repair and replacement of entryway monument, seating areas, fences, landscape walls, and other improvements located on the Community Area;

(iii) Maintenance, repair and replacement of stormwater areas and retention ponds located on the Community Area;

(iv) Maintenance (including street sweeping and snow removal), repair and replacement of the private roads, emergency access driveways, parking areas, sidewalks and walkways located on the Community Area;

(v) Snow removal from the private driveways and service walk serving a Home located on a Community Area;

(vi) Maintenance, repair and replacement of the irrigation system, if any, located on the Premises; and

(vii) Maintenance, repair and replacement of the grass areas located on the Association Maintained Public Areas.

(b) All maintenance, repair and replacement work required pursuant to this Declaration shall be promptly completed in a good and workmanlike manner consistent with any applicable governmental regulations or standards, or, if no such regulations or standards apply, then consistent with good engineering, forestry, or other similar professional standards so as to ensure the safe and effective condition of the portion of the Development subject to maintenance, repair or replacement. The cost of any maintenance, repairs and replacement furnished by the Association pursuant to this Section shall be Community Expenses.

(c) The Association shall maintain the grass, shrubs, trees, and flowers, if any, installed by the Declarant on the Community Area ("Initial Plantings") in accordance with generally accepted landscape maintenance standards, including mowing, trimming, fertilization, pruning, re-mulching, applications of insect and disease control, as needed, and any other maintenance which will promote the health of the Initial Plantings. If the Association fails to maintain the Initial Plantings in accordance with generally acceptable landscape maintenance standards and Initial Plantings die or decline as a result of this failure, then, the Association shall be responsible for the replacement of the declining or dead Initial Plantings, including, but not limited to replacements required by the Municipality in connection with the Municipality's acceptance of the Initial Plantings. All expenses incurred under this subsection shall be Community Expenses.

(d) The Association shall not be required to provide maintenance to any Lot which is not yet Subject to Assessment hereunder.

3.03 MAINTENANCE BY OWNER:

(a) Except as otherwise specifically provided for in this Declaration each Owner of a Lot shall be responsible for the maintenance, repair and replacement of the Owner's Lot and the Home thereon.

(b) Each Owner shall be responsible for repairs and replacements of Foundation Plantings adjacent to the Owner's Home.

(c) Except for snow removal as provided in Section 3.02, all maintenance, repair and replacement of the service walk and driveway which serves a Home.

(d) Each Owner shall be responsible for the maintenance, repair and replacement of the Porch and Patio Improvements (as defined in Section 2.15 above) adjacent to his Lot.

(e) If, in the judgment of the Managers, an Owner fails to maintain those portions of the Owner's Lot which the Owner is responsible for maintaining hereunder in good condition and repair or the appearance of such portions is not of the quality of that of other Lots in the Development or in compliance with rules and regulations adopted by the Managers from time to time, then the Managers may, in its discretion, take the following action:

(i) advise the Owner of the work which must be done and allow the Owner at least twenty (20) days (or less in the case of an emergency) to cause the work to be done; and

(ii) if the work is not done to the satisfaction of the Managers, in its sole judgment, then the Managers may seek injunctive relief, levy a fine and/or cause such work to be done and the cost thereof shall be a Charge payable by the Owner to the Association upon demand.

3.04 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE COMMUNITY AREA: Subject to the provisions of Article Nine, no alterations, additions or improvements shall be made to the Community Area or the Association Maintained Public Area without the prior approval of the Managers and, if required under applicable Municipality ordinances, the approval of the Municipality. The Association may cause alterations, additions or improvements to be made to the Community Area and Association Maintained Public Area and the cost thereof shall be paid from a special assessment, as more fully described in Section 6.05, or from the Capital Reserve, as more fully described in Section 6.06; except, that, any such alteration, addition or improvement which shall cost more than four (4) months assessments then in effect under the then current budget shall be approved in advance at a special meeting of the Owners.

3.05 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO LOTS: Except as provided in Article Nine, no additions, alterations or improvements, including, without limitation, (i) changes in the exterior color of a Home, (ii) construction of awnings, antenna or satellite dish, (iii) adding new or replacement Foundation Plantings, and (iv) installation of other similar improvements, shall be made to any Lot or any part of the Home which are visible from outside the Home by an Owner without first (a) compliance with applicable ordinances of the Municipality, including the issuance of any necessary permits and satisfaction of any lot coverage restrictions required by the Municipality, and second (b) the prior written consent of the Managers, and, until the Declarant no longer owns or controls title to any portion of the

Development Area, the Declarant. Applications for approvals shall not be submitted to the Managers unless and until the Owner has obtained any necessary Municipal approvals.

If an addition, alteration or improvement which requires prior approval of the Municipality and the consent of the Managers and/or Declarant hereunder is made to a Lot by an Owner without such prior Municipal approval or the prior written consent of the Managers or Declarant, or both, as applicable, then (i) the Managers may, in their discretion, take either of the following actions; and (ii) until such time as the Declarant no longer owns or controls title to any portion of the Development Area, the Declarant may, in its discretion take either of the following actions:

(a) Require the Owner to remove the addition, alteration or improvement and restore the Lot to its original condition, all at the Owner's expense; or

(b) If the Owner refuses or fails to properly perform the work required under (a), may cause such work to be done and may charge the Owner for the cost thereof as determined by the Managers or the Declarant, as applicable.

**3.06 CERTAIN UTILITY COSTS:** Certain utility costs incurred in connection with the use, operation and maintenance of the Community Area and Association Maintained Public Area may not be separately metered and billed to the Association. If the cost for any such utility is metered and charged to individual Homes rather than being separately metered and charged to the Association, then the following shall apply:

(a) If in the opinion of the Managers, each Owner is sharing in a fair and equitable manner the cost for such service, then no adjustment shall be made and each Owner shall pay his own bill; or

(b) If in the opinion of the Managers, the Owner of a Home is being charged disproportionately for costs allocable to the Association Maintained Public Area and Community Area, then the Association shall pay, or reimburse such Owner, an amount equal to the portion of the costs which in the reasonable determination of the Managers is properly allocable to the Community Area and the amount thereof shall be Community Expenses hereunder. Any determinations or allocations made hereunder by the Managers shall be final and binding on all parties.

**3.07 DAMAGE BY RESIDENT:** If, due to the act or omission of a Resident of a Home, or of a household pet or guest or other authorized occupant or invitee of the Owner of a Lot, damage shall be caused to the Community Area or Association Maintained Public Area and maintenance, repairs or replacements shall be required thereby, which would otherwise be a Community Expense, then the Owner of the Lot shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Managers, to the extent not covered by insurance carried by the Association or an Owner.

#### Article Four INSURANCE/CONDEMNATION

##### **4.01 COMMUNITY AREA INSURANCE:**

(a) The Association shall have the authority to and shall obtain fire and all risk coverage insurance covering the improvements, if any, to the Community Area and other

improvements required to be maintained by the Association (based on current replacement cost for the full insurable replacement value) of such improvements.

(b) The Association shall have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its managers and officers, the Declarant, the managing agent, if any, and their respective employees and agents, as their interests may appear, from liability resulting from an occurrence on or in connection with, the Community Area, Association Maintained Public Area and/or adjacent dedicated rights of way or detention areas. The Managers may, in their discretion, obtain any other insurance which it deems advisable including, without limitation, insurance covering the managers and officers from liability for good faith actions beyond the scope of their respective authorities and covering the indemnity set forth in Section 5.06. Such insurance coverage shall include cross liability claims of one or more insured parties.

(c) Fidelity bonds indemnifying the Association, the Managers and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling funds of the Association may be obtained by the Association in such amounts as the Managers may deem desirable.

(d) The premiums for any insurance obtained under this Section shall be Community Expenses.

4.02 CONDEMNATION: In the case of a taking or condemnation by competent authority of any part of the Community Area, the proceeds awarded in such condemnation shall be paid to the Association and such proceeds, together with any Community Area Capital Reserve being held for such part of the Community Area, shall, in the discretion of the Managers, either (i) be applied to pay the Community Expenses, (ii) be distributed to the Owners and their respective mortgagees, as their interests may appear, in equal shares, or (iii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners, as Community Area under this Declaration. Any acquisition by the Association pursuant to this Section 4.02 of real estate which shall become Community Area hereunder shall not become effective unless and until a supplement to this Declaration, which refers to this Section 4.02 and legally describes the real estate affected, is executed by the Manager of the Association prior to the Turnover Date or by a majority of the Managers thereafter and Recorded.

## Article Five THE ASSOCIATION

5.01 IN GENERAL: Declarant has caused or shall cause the Association to be organized as a limited liability company under the laws of the State of Illinois law. The Association shall be the governing body for all of the Owners for the administration and operation of the Community Area. The Association shall be responsible for the maintenance, repair and replacement of the Community Area, Association Maintained Public Area and such other portions of the Premises as set forth in this Declaration.

5.02 MEMBERSHIP: Each Owner shall be a member of the Association. There shall be one membership per Lot. There shall be two (2) classes of membership. Each Owner of a

Lot (other than Declarant) shall be a "Class A Member"; and the Declarant shall be a "Class B Member" with respect to its ownership of any Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. The Association shall be given written notice of the change of ownership of a Lot within ten (10) days after such change.

5.03 VOTING MEMBERS: Subject to the provisions of Section 9.04, voting rights of the members of the Association shall be vested exclusively in the Voting Members. One individual shall be designated as the "Voting Member" for each Lot. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the Record ownership of a Lot shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Lot shall be designated by such Owner or Owners in writing to the Managers and if in the case of multiple individual Owners no designation is given, then the Managers at its election may recognize an individual Owner of the Lot as the Voting Member for such Lot.

5.04 MANAGERS: Prior to the Turnover Date, the Managers shall be the Declarant, or one or more entities or persons designated by the Declarant from time to time, who need not be Owners or Voting Members. Initially, the Declarant shall be the sole Manager of the Association. After the Turnover Date, the Managers shall consist of that number of individuals provided for in the Operating Agreement, each of whom shall be an Owner or Voting Member.

5.05 VOTING RIGHTS: Prior to the Turnover Date, all of the voting rights at each meeting of the Association shall be vested exclusively in the Class B Member, the Declarant and the Owners (other than Declarant) shall have no voting rights. From and after the Turnover Date, all of the voting rights at any meeting of the Association shall be vested in the Voting Members, and each Voting Member who represents a Lot owned by a Class A Member shall have one (1) vote for each Lot which the Voting Member represents, and the Declarant, as the Class B Member, shall have ten (10) votes for each Lot which it owns. From and after the Turnover Date any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the Operating Agreement) upon an affirmative vote of a majority of the votes represented by Voting Members and the Declarant, except as otherwise provided herein or in the Operating Agreement.

5.06 MANAGER LIABILITY: The Managers of the Association shall not be personally liable to the Association or the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Managers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or actual fraud. The Association shall indemnify and hold harmless the Declarant and each of the Managers, and its or their heirs, executors or administrators, against all contractual and other liabilities to the Association, the Owners or others arising out of contracts made by or other acts of the Managers on behalf of the Owners or the Association or arising out of their status as Managers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other in which any such Manager may be involved by virtue of such person being or having been such Manager; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to

which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or actual fraud in the performance of his duties as such Manager, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Managers, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or actual fraud in the performance of his duties as such Manager.

5.07 MANAGING AGENT: The Declarant (or an entity affiliated with the Declarant) may be engaged by the Association to act as the managing agent for the Association and as managing agent shall be paid a reasonable fee for its services as fixed by a written agreement between the Association and the Declarant (or an entity controlled by the Declarant). Any management agreement entered into by the Association prior to the Turnover Date shall have a term of not more than two years and shall be terminable by the Association without payment of a termination fee on ninety (90) days written notice.

5.08 REPRESENTATION: The Association shall have the power and right to represent the interests of all of the Owners in connection with claims and disputes affecting the Community Area. Without limiting the foregoing, the Association shall have the power after the Turnover Date to settle warranty disputes or other disputes between the Association, the Owners, and the Declarant affecting the construction, use or enjoyment of the Community Areas and any such settlement shall be final and shall bind all of the Owners.

5.09 LITIGATION: No judicial or administrative proceedings shall be commenced or prosecuted by the Association without first holding a special meeting of the members and obtaining the affirmative vote of Voting Members representing at least seventy-five percent (75%) of the total votes represented by all Voting Members to the commencement and prosecution of the proposed action. This Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration, the Operating Agreement or rules and regulations adopted by the Managers (including, without limitation, an action to recover unpaid assessments or other charges or to foreclose a lien for unpaid assessments or other charges) or (b) counterclaims brought by the Association in proceedings instituted against it.

5.10 MERGER: Prior to the Turnover Date, the Declarant, or after the Turnover Date, the Managers, shall have the right, power and authority to (i) organize an Illinois not for profit corporation ("NFP Association"), and (b) merge the Association into the NFP Association, all as permitted under applicable laws of the State of Illinois ("Merger Transaction"). In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant and/or the Managers, as applicable, to make, consent to, and execute the Merger Transaction provided for above on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant and/or the Managers to make, consent to, and execute the Merger Transaction and take such other actions as the Declarant and/or the Managers deem necessary or appropriate to carry out the intent of Merger Transaction, including, without limitation, adopting By-Laws for the NFP Association and transferring Community Area, bank accounts, contracts and other property or assets to the NFP Association. From and after the Merger Transaction, the NFP Corporation shall be and become the Association hereunder.

5.11 DISSOLUTION: To the extent permissible under applicable law, in the event of the dissolution of the Association, any Community Area owned by the Association shall be conveyed to the Owners as tenants in common.

Article Six  
ASSESSMENTS

6.01 PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be exclusively to administer the affairs of the Association to pay the Community Expenses and to accumulate reserves for any such expenses.

6.02 COMMUNITY ASSESSMENT: Each year on or before December 1, the Managers shall adopt and furnish each Owner with a budget for the ensuing calendar year, which shall show the following with reasonable explanations and itemizations:

- (a) The estimated Community Expenses;
- (b) The estimated amount, if any, to maintain adequate reserves for Community Expenses including, without limitation, amounts to maintain the Capital Reserve;
- (c) The estimated net available cash receipts from the operation and use of the Community Area plus the estimated excess funds, if any, from the current year's assessments;
- (d) The amount of the "Community Assessment" payable by the Owners, which is hereby defined as the amount determined in (a) above, plus the amount determined in (b) above, minus the amount determined in (c) above;
- (e) That portion of the Community Assessment which shall be payable with respect to the ensuing calendar year by the Owner of each Lot which is Subject to Assessment hereunder, which each month until the next Community Assessment or revised Community Assessment becomes effective, which monthly amount shall be equal to the Community Assessment, divided by the number of Lots, divided by twelve (12), so that each Owner shall pay equal Community Assessments for each Lot owned. The Community Assessment shall be paid in periodic installments as determined by the Managers from time to time, but no less frequently than once each calendar year.

Anything herein to the contrary notwithstanding the provisions of this paragraph shall apply with respect to the period prior to the Turnover Date. Any budget ("Stabilized Budget") prepared by the Managers prior to the Turnover Date shall be based on the assumptions that (i) the Development has been fully constructed as shown on the Declarant's Development Plan and (ii) all proposed Homes have been sold, are occupied and are Subject to Assessment. Prior to the Turnover Date, each Owner of a Lot (other than Declarant) which is Subject to Assessment shall pay a Community Assessment equal to the total cash needs as shown on the Stabilized Budget divided by the total number of proposed Homes on the Declarant's Development Plan, divided by 12, so that each Owner (other than Declarant) will pay, with respect to each Lot which is Subject to Assessment and owned by the Owner, a monthly Community Assessment equal to what such Owner would be paying with respect to the Owner's Lot if the Development were fully constructed pursuant to the Declarant's Development Plan and all proposed Homes have been built, are occupied and are Subject to Assessment. The Declarant shall not be obligated to pay any Community Assessments to the Association prior to the Turnover Date. However, if

with respect to the period commencing on the date of the Recording of this Declaration and ending on the Turnover Date, the amount of Community Assessments and working capital contributions under Section 6.08 payable (whether or not paid) by Owners (other than Declarant) less the portions thereof which are to be added to Reserves is less than the Community Expenses actually incurred with respect to such period, then the Declarant shall pay the difference to the Association. From time to time prior to the Turnover Date, the Declarant may (but shall not be obligated to) advance to the Association funds to be used by the Association to pay its expenses ("Advanced Funds"). A final accounting and settlement of the amount, if any, owed by Declarant to the Association shall be made as soon as practicable after the Turnover Date. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, are less than the amount owed by the Declarant to the Association pursuant to this Section, the Declarant shall pay the difference to the Association. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, exceed the amount owed by the Declarant to the Association pursuant to this Section, then the Association shall pay such excess to the Declarant.

**6.03 PAYMENT OF COMMUNITY ASSESSMENT:** On or before the first day of January of the ensuing calendar year, and on the first day of each month thereafter until the effective date of the next annual or revised Community Assessment, each Owner of a Lot which is Subject to Assessment shall pay to the Association, or as the Managers may direct, that portion of the Community Assessment which is payable by each Owner of a Lot under Section 6.02(e) or Section 6.07, as applicable, at such times as the Managers shall determine from time to time. For purposes hereof, a Lot shall only be Subject to Assessment hereunder from and after such time as a temporary, conditional or permanent occupancy certificate has been issued with respect to the Home constructed thereon.

**6.04 REVISED ASSESSMENT:** If the Community Assessment proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Managers may increase or decrease the assessment payable under Section 6.02(e) by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

**6.05 SPECIAL ASSESSMENT:** After the Turnover Date, the Managers may levy a special assessment as provided in this Section (i) to pay (or build up reserves to pay) expenses other than Community Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Community Area, or any other property owned or maintained by the Association; or (ii) to cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all of the Lots which are Subject to Assessment in equal shares for each such Lot. No special assessment shall be adopted without the affirmative vote of Voting Members representing at least two-thirds (2/3) of the votes cast on the question and only those Owners of Lots against which the proposed special assessment shall be levied may vote on the question. The Managers shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Managers. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

**6.06 CAPITAL RESERVE:** The Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the Community Area and the Association Maintained Public Area (the "Capital Reserve"). The Managers shall determine the appropriate level of the Capital Reserve based on (i) a periodic review of the useful life of improvements to the Community Area, the Association Maintained Public Area and other property owned or required to be maintained by the Association, and (ii) periodic projections of the cost of anticipated major repairs or replacements to the Community Area and the purchase of other property to be used by the Association in connection with its duties hereunder. The Capital Reserve may be built up by separate or special assessments or out of the Community Assessment as provided in the budget. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to the Community Areas shall be held by the Association as agent and trustee for the Owners of Homes with respect to which the Capital Reserve is held and such accounts shall be deemed to have been funded by capital contributions to the Association by the Owners. The budgets which will be adopted from time to time by the Managers prior to the Turnover Date shall include reserve buildups which the Managers deem to be appropriate based on information available to the Managers. Managers elected by the Owners after the Turnover Date may use different approaches from those used by the Declarant, as the Manager prior to the Turnover Date, for the buildup of reserves or may choose not to provide for the buildup of reserves for certain capital expenditures or deferred maintenance for repairs or replacements of the Community Area. If the Managers choose not to provide for the buildup of reserves for a particular anticipated expenditure or if the buildup of reserves that the Managers do provide for in its budgets does not result in sufficient funds to pay for the expenditure when the expenditure must be made, then (i) neither the Manager(s) nor any of its past or present members shall be liable to the Association or the Owners for failing to provide for sufficient reserves and (ii) the Managers shall have the right and power to either levy a separate or special assessment to raise the funds to pay the expenditure or to borrow funds to pay the expenditure and repay the borrowed funds out of future Community Assessments, separate assessments or special assessments. The final accounting and settlement calculation between the Declarant and the Association (provided for in Section 6.02(e) above) shall not include any amounts allocated to, or deposited in, the Capital Reserve.

**6.07 PAYMENT OF ASSESSMENTS:** Community Assessments levied by the Association shall be collected from each Owner by the Association and shall be a lien on the Owner's Lot and also shall be a personal obligation of the Owner in favor of the Association, all as more fully set forth in Article Seven.

**6.08 INITIAL CAPITAL CONTRIBUTION:**

Upon the closing of the sale of each Home by the Declarant to a purchaser for value, the purchasing Owner shall make a capital contribution to the Association in an amount equal to six (6) monthly installments of the then current Community Assessment (except that portion allocated to snow removal from driveways and service walks serving the Homes) for that Home, which amounts shall be held and used by the Association for its working capital needs (and not as an advance payment of the Community Assessment). In addition, the purchasing Owner shall pay to the Association an amount equal to six (6) monthly installments of the then current Community Assessment (except that portion allocated to snow removal from driveways and service walks serving the Homes) for that Home which shall be added to the Capital Reserve.

Article Seven  
COLLECTION OF CHARGES AND REMEDIES FOR BREACH OR VIOLATION

7.01 CREATION OF LIEN AND PERSONAL OBLIGATION: The Declarant hereby covenants, and each Owner of a Lot by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed or other conveyance) shall be and is deemed to covenant and hereby agrees to pay to the Association all Charges made with respect to the Owner or the Owner's Lot. Each Charge, together with interest thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the Lot against which such Charge is made and also shall be the personal obligation of the Owner of the Lot at the time when the Charge becomes due. The lien or personal obligation created under this Article Seven shall be in favor of and shall be enforceable by the Association.

7.02 COLLECTION OF CHARGES: The Association shall collect from each Owner all Charges payable by such Owner under this Declaration.

7.03 NON-PAYMENT OF CHARGES: Any Charge which is not paid to the Association when due shall be deemed delinquent. Any Charge which is delinquent for thirty (30) days or more shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, from the due date to the date when paid. The Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (ii) enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Managers may add a reasonable late fee to any installment of an assessment which is not paid within thirty (30) days of its due date. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Community Area or by abandonment or transfer of his Lot.

7.04 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES: The lien for Charges, provided for in Section 7.01, shall be subordinate to the Mortgagee's mortgage on the Lot which was Recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges provided for in Section 7.01 shall not be affected by any sale or transfer of a Lot. Where title to a Lot is transferred pursuant to a decree of foreclosure of the First Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the First Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title. However, the transferee of the Lot shall be personally liable for his share of the Charges with respect to which a lien against his Lot has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised Community Assessment or special assessment, and non-payment thereof shall result in a lien against the transferee's Lot, as provided in this Article.

7.05 SELF-HELP BY MANAGERS: In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of the Declaration, the Operating Agreement, or rules or regulations of the Managers where such violation or breach may be cured or abated by affirmative action, then the Managers upon not less than ten (10) days' prior written notice to the Owner, shall have the right to enter upon that part of the Premises where the violation or breach exists to remove or rectify the violation or breach; provided, that, if the violation or

breach exists within a Home, judicial proceedings must be instituted before any items of construction can be altered or demolished.

**7.06 OTHER REMEDIES OF THE MANAGERS:** In addition to or in conjunction with the remedies set forth above, to enforce any of the provisions contained in this Declaration or any rules and regulations adopted hereunder the Managers may levy a fine or the Managers may bring an action at law or in equity in the name of the Association against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable (including fines) or to recover damages, and against the Lot to enforce any lien created hereunder; and failure by the Association to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

**7.07 COSTS AND EXPENSES:** All costs and expenses incurred by the Managers in connection with any action, proceedings or self-help in connection with the exercise of its rights and remedies under this Article, including, without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less until paid, shall be charged to and assessed against the defaulting Owner, and the Association shall have a lien for all the same, upon his Lot as provided in Section 7.01.

**7.08 ENFORCEMENT BY OWNERS:** Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Lot to enforce any lien created hereunder.

## **Article Eight** **USE RESTRICTIONS**

**8.01 RESIDENTIAL USE:** Each Lot shall be used only for residential purposes, as a private residence, and no professional, business or commercial use shall be made of a Lot or any portion thereof, nor shall any Resident's use of a Lot endanger the health or disturb the reasonable enjoyment of any other Owner or Resident, except that professional and quasi-professional persons may use their residence as an ancillary or secondary facility to an office elsewhere. The foregoing restrictions shall not, however, be construed to prohibit a Resident from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; (c) handling his personal business or professional telephone calls or correspondence therefrom, or (d) conducting an in-home business not prohibited by applicable laws, ordinances or regulations.

### **8.02 OUTBUILDINGS, CLOTHESLINES AND DOG RUNS:**

(a) No outbuilding, shed, storage shed, gazebos, doghouses, greenhouse or other temporary or permanent structure shall be constructed on any Lot. There shall be no clotheslines or dog runs constructed or placed on any Lot or on the Community Area.

(b) There shall be no construction on any Lot which results in a building or structure inconsistent with the general architectural design and aesthetic flavor of either (i) the Home on the Lot or (ii) the remainder of the Homes on the Premises.

8.03 INDUSTRY/SIGNS: No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Community Area nor shall any "For Sale" or "For Rent" signs be maintained or permitted on any part of the Community Area or any Lot, except as permitted by the Managers or as permitted under Article Nine. No advertising signs, billboards, or objects of unsightly appearance or nuisances shall be erected, placed or permitted to remain on any portion of any Lot. The foregoing restrictions shall not apply to the signs and billboards, if any, of Declarant or its designees. Notwithstanding the foregoing, during the two (2) week period prior to and during the one (1) week period subsequent to a primary or general election, one (1) political sign (not to exceed 2 feet by 2 feet in size) may be placed in the window of a Home

8.04 PETS: No animals, livestock or poultry of any kind shall be raised, bred, or kept on the Community Area. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except for dogs, cats, birds or fish, as household pets but not for breeding purposes. Farm animals, snakes, other reptiles, exotic animals and wild animals are prohibited. Owners are limited to no more than three (3) dogs or no more than three (3) cats (with the exceptions that a litter may be kept for a period of time not exceeding four (4) months from birth) or combination thereof in any Home. The owner of any pet shall immediately remove any bodily waste deposited by its pet on any Lot, Community Area, parkways, cul-de-sac islands or dedicated streets. The Managers may from time to time adopt rules and regulations governing (a) the keeping of pets in the Home, which may include prohibiting certain species of pets from being kept in the Home and (b) the use of the Community Area by pets. This section is subject to change if the Municipal Ordinance governing pets is revised or amended. All dogs kept on the Premises shall be leashed at all times.

8.05 TRASH: All rubbish, trash, or garbage shall be kept so as not to be seen from neighboring Homes and roads, and shall be regularly removed from the Premises, and shall not be allowed to accumulate thereon. Garbage may not be burned on a Lot. Trash containers shall be placed on the curb for collection and empty containers shall be removed on the pick-up day at such times as provided in the current Municipal Ordinance, as may be amended from time to time.

8.06 NUISANCE: No nuisance, noxious or offensive activity shall be carried on in the Premises nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of any Home.

8.07 PLANTS: No plants, seeds, or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of the Premises.

8.08 PARKING: The parking of vehicles on the Premises shall be subject to rules and regulations adopted by the Managers from time to time, which rules and regulations may provide for the removal of any violating vehicles at the vehicle owner's expense or for the imposition of a fine for a violation of the rules and regulations. Without limiting the foregoing, the following shall apply:

(a) There shall be no parking permitted on the private roads or, except as specifically provided in subparagraph (b) below, the private driveways which serve the Premises.

(b) The garage which is part of each Home and that portion of the driveway which is adjacent to and extends approximately twenty (20) feet beyond the garage door ("Resident Reserved Parking Area") shall be used for parking only by the Resident of the Home and the Resident's guests; provided, however, that no vehicle may be parked in a Resident Reserved Parking Area for more than fourteen (14) consecutive nights.

(c) The visitor parking spaces (each a "Visitor Parking Space") located on the Community Area, including private roadways, shall be unallocated and available on first come-first serve basis. Unless expressly permitted by the Managers the following shall apply: (i) Visitor Parking Spaces shall not be used for overnight Resident parking, (ii) no boats, recreational vehicles, trailers or other vehicles shall be parked or stored in a Visitor Parking Spaces for more than twenty-four (24) hours at a time, and (iii) a guest shall not be permitted to park a vehicle overnight in a visitor parking space for more than seventy-two (72) hours.

(d) Residents shall not be permitted to park any vehicle (which has "D" or equivalent plates, more than two (2) axles, more than four (4) tires and/or a gross weight when fully loaded in excess of 8,000 pounds), recreational vehicle, boat, trailer or other similar vehicle on any portion of the Premises, other than within a garage which is part of a Home. In no event can any portion of a vehicle which is permitted to be parked on the Premises hereunder (including any ladder or other equipment attached thereto) block or overhang any portion of a sidewalk located on the Premises.

(e) Except for emergencies, no repairs or maintenance work shall be performed on any vehicle on the Premises, other than within a garage which is part of a Home.

(f) The Owner of any Lot shall keep the garage door of his residence shut at all times when it is not in use. No Owner shall park or store vehicles on public streets or on driveways within his Lot if there is capacity for storage for such vehicles in the garage on his Lot. No owner shall utilize the space within his garage to store any commercial materials or products or for purposes which adversely affect or limit the storage of vehicles therein to meet the designed capacity of such garage.

**8.09 SATELLITE DISHES/ANTENNAE:** Subject to applicable federal, state and local regulations, laws and ordinances, no satellite dish, television antenna or other similar device shall be attached to or installed (i) on any portion of the Community Area or (ii) on any portion of a Lot which is visible from the front of the Home. The installation of satellite dishes, television antennae and other similar devices shall be subject to additional reasonable rules and regulations adopted from time to time by the Managers. The restrictions set forth in this Section shall not apply to the Association with respect to the installation of equipment necessary for a master antenna system, cable television system or other similar systems within the Premises.

**8.10 LANDSCAPE MAINTENANCE:** Initially, all landscaping on the Premises shall be maintained by the Association. Prior to the Turnover Date the Owners shall not be permitted to install any landscaping on the Owner's Lot, with the exception Foundation Plantings installed adjacent to the Owner's Home, with approval from the Association, or on any portion of the Community Area. After the Turnover Date the Managers may adopt rules and regulations regarding landscaping on Lots or the Community Area immediately adjacent to an Owner's Home, including the cost to maintain and replace such landscaping. The Association shall maintain all landscaping installed by the Declarant in accordance with Section 3.02.

8.11 FENCES No fencing shall be installed by an Owner on any Lot or on any portion of the community Area.

8.12 PROHIBITION OF SWIMMING POOLS, HOT TUBS AND SAUNAS No swimming pools, hot tubs or saunas shall be installed on any Lot or on any portion of the Community Area.

8.13 PROHIBITIONS IN AREAS AROUND HOMES Playgrounds, trampolines, sandboxes, swing sets, outside storage, and inoperable motor vehicles are prohibited on any Lot or the Community Area adjacent thereto.

8.14 PROHIBITION OF WINDOW AIR CONDITIONERS OR WINDOW FANS No window air conditioners or window fans shall be placed in any home constructed on the Premises.

8.15 CLEARANCE OF UTILITIES The Owner of a Lot, and not the Association, shall be responsible for the clearance and relocation of any utilities that must be made in connection with the installation of any improvements by the Owner on his Lot.

8.16 COMPLIANCE WITH U.S. POSTAL SERVICE REGULATIONS: All mailboxes located in any right-of-way shall be in compliance with U.S. Postal Service Regulations and must be approved by the Municipality.

8.17 DRIVEWAYS Driveways shall be constructed of concrete, asphalt or pavers, shall not extend past the width of the initial installation when replaced and shall not be increased at any time.

8.18 LEASES OF LOTS Any Owner may lease his Lot, but no lease may be for a period of less than thirty (30) days. All leases must be made expressly subject to the terms of this Declaration. In the event any Owner leases his Lot, he shall at all times keep the Association advised in writing of the address of his own current residence and any changes thereto, and of the name(s) of his tenant(s). Notwithstanding the foregoing, Declarant and its successors and assigns shall have the right to rent any or all units located on Lots owned by Declarant.

8.19 PROHIBITION OF PATIOS AND DECKS No patios or decks may be installed on a Lot or on the Community Area adjacent thereto.

Article Nine  
DECLARANT'S RESERVED RIGHTS AND  
SPECIAL PROVISIONS COVERING DEVELOPMENT PERIOD

9.01 IN GENERAL In addition to any rights or powers reserved to the Declarant under the provisions of this Declaration or the Operating Agreement, the Declarant shall have the rights and powers set forth in this Article. Anything in this Declaration or the Operating Agreement to the contrary notwithstanding, the provisions set forth in this Article shall govern. Except as otherwise provided in this Article, the rights of the Declarant in this Article shall terminate and be of no further force and effect five (5) years after the Declarant is no longer vested in or controls title to any portion of the Development Area ("Declarant Rights Period").

9.02 PROMOTION OF PROJECT The Declarant shall have the right and power, within its sole discretion, to (i) construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Premises as the Declarant may, from time to time, determine to be necessary or advisable, (ii) construct and maintain model Homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant may deem advisable and to use such model homes (including model homes which are sold and leased back to Declarant), sales or leasing offices or other facilities for the purpose of selling or leasing homes on the Premises or at other properties in the general location of the Premises which are being offered for sale by the Declarant or any of its affiliates, without the payment of any fee or charge whatsoever to the Association. Declarant, its agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the Premises, at any and all reasonable times without fee or charge. The Declarant shall have the right and power to lease any unit owned by it or the Declarant to any person or entity which it deems appropriate in its sole discretion.

9.03 CONSTRUCTION ON PREMISES In connection with the construction of improvements to any part of the Premises, the Declarant, its agents and contractors, shall have the right, at the Declarant's own expense, (but shall not be obligated) to make such alterations, additions or improvements to any part of the Premises including, without limitation, the construction, reconstruction and/or alteration of any temporary or permanent improvements which the Declarant deems, in its sole discretion, to be necessary or advisable, and the landscaping, sodding or planting and replanting of any unimproved portions of the Premises. In connection with the rights provided in the preceding sentence, the Declarant, its agents and contractors, shall have the right of ingress, egress and parking on the Premises and the right to store construction equipment and materials on the Premises without the payment of any fee or charge whatsoever.

9.04 DECLARANT CONTROL OF ASSOCIATION Prior to the Turnover Date, the Managers shall be the Declarant, or one or more entities or persons designated by the Declarant from time to time who need not be Owners or Voting Members. Initially the Declarant shall be the sole Manager. The rights and powers of the Declarant to manage the affairs of the Association, or designate the Managers of the Association shall terminate on the first to occur of (i) such time as Declarant no longer holds or controls title to any portion of the Development Area, (ii) the giving of written notice by Declarant to the Association of Declarant's election to terminate such rights, (iii) ten (10) years from the date of Recording hereof, or (iv) the date required under any applicable statute. The date on which the Declarant's rights under this Section shall terminate shall be referred to as the "Turnover Date". From and after the Turnover Date, the Managers shall be constituted and elected as provided in the Operating Agreement. Prior to the Turnover Date, all of the voting rights at each meeting of the Owners shall be vested exclusively in the Declarant and the Owners (other than Declarant) shall have no voting rights.

9.05 OTHER RIGHTS The Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Premises which, in Declarant's opinion, are necessary or desirable in connection with the rights of Declarant under this Declaration.

9.06 ASSIGNMENT BY DECLARANT All rights which are specified in this Declaration to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable in whole or in part. Any successor to, or assignee of, the rights of the Declarant hereunder

(whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No such successor assignee of the rights of Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

9.07 GRANT OF EASEMENTS AND DEDICATIONS Declarant shall have the right to dedicate portions of the Community Area to the County, the Municipality or other governmental authority which has jurisdiction over such portions. Declarant shall also have the right to reserve or grant easements over the Community Area to any governmental authority, public utility or private utility for the installation and maintenance of utility services serving any Lot.

9.08 MATTERS AFFECTING COMMUNITY AREA During the Declarant Rights Period, the Association shall not cause or permit a lien or encumbrance to be placed or imposed on any portion of the real estate legally describe in Section II of Exhibit B hereto (each a "Community Area Lot") without the prior written consent of the Declarant. Any such lien or encumbrance placed or imposed on a Community Area Lot without Declarant's consent shall be null and void. In order to reflect or conform to a change in the Declarant's Development Plan, any time prior to the end of the Declarant Rights Period, the Declarant shall have the right and power to require the Association to convey such portion or portions of a Community Area Lot which are so withdrawn and removed from the Community Area to Declarant or its nominee, free and clear of any liens or encumbrances other than those created by or consented to by the Declarant pursuant to this Section.

9.09 ARCHITECTURAL CONTROLS Prior to such time as the Declarant no longer holds or controls title to any portion of the Development Area, no additions, alterations or improvements (including, without limitation, changes in the exterior color of a Home or construction or installation of a shed, outbuilding, deck, patio, terrace, antennae, satellite dish or similar changes) shall be made to the exterior of any Home or any part of the Home which is visible from outside the Home by an Owner without the prior written consent of the Declarant. If an addition, alteration or improvement which requires Declarant approval hereunder is made to a Home without the prior written consent of the Declarant, then the Declarant may seek injunctive relief to cause the Owner to cease construction of and/or remove the addition, alteration or improvement. Declarant's decision to approve or disapprove an alteration, addition or improvement in one instance shall not in any way create or establish a precedent for how the Declarant must respond to a request for an alteration, addition or improvement subsequently made, it being understood that circumstances, situations and standards may change and the Declarant reserves the right and power to grant or deny requests as Declarant believes are appropriate in Declarant's sole and absolute discretion.

## Article Ten AMENDMENT

10.01 SPECIAL AMENDMENTS Anything herein to the contrary notwithstanding, Declarant reserves the right and power to Record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of Fannie Mae, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veteran's Administration, or any other

governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Lots, (iii) to correct errors, omissions, ambiguities or inconsistencies in the Declaration or any Exhibit, (iv) to bring the Declaration into compliance with applicable laws, ordinances or governmental regulations, (v) to amend Exhibit A to include additional real estate, (vi) to amend Exhibit B to remove real estate from the Premises and the terms of this Declaration, and (vii) to reflect a change in the Declarant's Development Plan. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute and Record Special Amendments. The right and power of the Declarant to Record a Special Amendment hereunder shall terminate five (5) years after such time as Declarant no longer holds or controls title to a portion of the Development Area.

10.02 AMENDMENT Subject to Section 10.01 and Article Eleven, the provisions of this Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by the affirmative vote of Voting Members representing at least Seventy-Five percent of the total votes or by an instrument consented to, in writing, executed by Owners of at least Seventy-Five Percent (75%) of the Lots; except, that (i) the provisions of this Section 10.02 may be amended only by an instrument executed by all of the Owners and all First Mortgagees, (ii) amendments to this Declaration which affect the rights of the Municipality may only be amended with the written consent of the Municipality (which consent shall not be unreasonably withheld but which consent may be withheld if the proposed amendment conflicts with the original planned unit development approval) and (iii) until such time as the rights and powers of the Declarant under this Declaration terminate, this Declaration may only be amended with the written consent of the Declarant. No amendment which removes Premises from the provisions of this Declaration shall be effective if as a result of such removal, an Owner of a Lot shall no longer have the legal access to a public way from his Lot. No amendment shall become effective until properly Recorded.

Article Eleven  
FIRST MORTGAGEES RIGHTS

11.01 NOTICE TO FIRST MORTGAGEES Upon the specific, written request of Mortgagee or the insurer or guarantor of a First Mortgagee's mortgage, such party shall receive some or all of the following and these notices can be delivered by any means the Managers determines which is not contrary to the provisions of the Act.

(a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Association to the Owner of the Lot covered by the First Mortgagee's mortgage;

(b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Owners; provided, that, if an audited statement is not available, then upon the written request of the holder, insurer or guarantor of a

Mortgage, the Association shall permit such party to have an audited statement for the preceding fiscal year of the Association prepared at such party's expense;

- (c) Copies of notices of meetings of the Owners;
- (d) Notice of any proposed action that requires the consent of a specified percentage of Eligible First Mortgagees;
- (e) Notice of any substantial damage to any part of the Community Area or the Lot subject to the First Mortgagee's mortgage;
- (f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Community Area or the Lot subject to the First Mortgagee's mortgage;
- (g) In the case of a First Mortgagee, the right to be listed on the records of the Association as an "Eligible First Mortgagee" for purpose of Section 11.02 below; and
- (h) Notice of any default by the Owner of the Lot which is subject to the Mortgagee's mortgage under this Declaration, the Operating Agreement or the rules and regulations of the Association which is not cured within 30 days of the date of the default;
- (i) The right to examine the books and records of the Association at any reasonable times; and
- (j) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

The request of any such party shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association.

#### 11.02 CONSENT OF FIRST MORTGAGEES:

(a) In addition to any requirements or prerequisites provided for elsewhere in this Declaration, the consent of First Mortgagees holding, in the aggregate, the first mortgages on at least two-thirds (2/3) of the Lots (by number) which are subject to first mortgages held by First Mortgagees which specifically request to be treated as "Eligible First Mortgagees" under Section 11.01(i) above will be required for the Association to do or permit to be done any of the following:

(i) Adoption of an amendment to this Declaration which (i) changes Article Six or otherwise changes the method of determining the Community Assessments or other Charges which may be levied against an Owner; (ii) changes Section 7.04 or Article Ten, (iii) changes this Article Eleven, or any other provision of this Declaration or by Operating Agreement which specifically grants rights to First Mortgagees, (iv) materially changes insurance and fidelity bond requirements, (v) changes voting rights, or (vi) imposes a right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his Lot;

(ii) The withdrawal of the Premises from the provisions of this Declaration;

(b) Whenever required, the consent of an Eligible First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary, in writing, by the Eligible First Mortgagee within sixty (60) days after making the request for consent.

11.03 INSURANCE PROCEEDS/CONDEMNATION AWARDS: In the event of (i) any distribution of any insurance proceeds hereunder as a result of damage to, or destruction of, any part of the Community Area or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Community Area, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Lot with respect to any such distribution to or with respect to such Lot; provided, that, nothing in this Section shall be construed to deny to the Association the right (i) to apply insurance proceeds to repair or replace damaged improvements or (ii) to apply proceeds of any award or settlement as a result of eminent domain proceedings as provided in Article Four.

## Article Twelve MISCELLANEOUS

12.01 NOTICES Any notice required to be sent to any Owner under the provisions of this Declaration or the Operating Agreement shall be deemed to have been properly sent if (i) mailed, postage prepaid, to his or its last known address as it appears on the records of the Association at the time of such mailing, (ii) transmitted by facsimile or e-mail to his or its facsimile number or e-mail address as either appears on the records of the Association at the time of such transmittal, or (iii) when personally delivered to his or its Lot. The date of mailing, or the date of transmission if the notice is sent by facsimile or e-mail, shall be deemed the date of service.

12.02 CAPTIONS The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between statements made in recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions in the body of this Declaration shall govern.

12.03 SEVERABILITY Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, or reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration which shall, and all other provisions, remain in full force and effect.

12.04 PERPETUITIES AND OTHER INVALIDITY If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the President of the United States at the time this Declaration is Recorded.

12.05 TITLE HOLDING LAND TRUST In the event title to any Lot is held by a title holding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from

time to time shall be responsible for payment of all Charges and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Lot. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot.

12.06 WAIVER OF IMPLIED WARRANTY OF HABITABILITY AND OTHER WARRANTIES Illinois courts have held that every contract for the construction of a new home in Illinois carries with it a warranty that when completed, the home will be free of defects and will be fit for its intended use as a home. The courts have also held that this "Implied Warranty of Habitability" does not have to be in writing to be a part of the contract and that it covers not only structural and mechanical defects such as may be found in the foundation, roof, masonry, heating, electrical and plumbing, but it also covers any defect in workmanship which may not easily be seen by the buyer. However, the courts have also held that a seller-builder and buyer may agree in writing that the Implied Warranty of Habitability is not included as a part of their particular contract. Each buyer of a Home from Declarant agreed in the purchase contract that the Declarant has excluded and disclaimed the Implied Warranty of Habitability and all other implied warranties, whether created judicially, statutorily or by common law, including the implied warranty of fitness for a particular purpose. Such exclusion and disclaimer shall apply to and bind any subsequent Owner of a Home and, accordingly, no Owner of a Home shall be able to assert a claim against Declarant for a breach of the Implied Warranty of Habitability or any other implied warranty.

12.07 JURISDICTION This agreement and its validity, enforcement and interpretation shall be governed by the law of the state of Illinois (without regard to any conflict of laws, principles) and applicable United States federal law.

Dated: \_\_\_\_\_, 20\_\_

**DECLARANT:**

PULTE HOME CORPORATION, a Michigan  
corporation

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

and

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County and State, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_, as \_\_\_\_\_ and \_\_\_\_\_ for Pulte Home Corporation, a Michigan corporation (the "Corporation"), appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act, and as the free and voluntary act of the Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

Notary Public

EXHIBIT A  
TO  
DECLARATION OF COVENANTS FOR HINSBROOK CLUB

The Development Area

ALL LOTS AND OUTLOTS IN HINSBROOK CLUB SUBDIVISION, A SUBDIVISION  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS,  
ACCORDING TO THE PLAT THEREOF RECORDED \_\_\_\_\_ AS DOCUMENT  
NO. \_\_\_\_\_ (“Hinsbrook Club Subdivision”).

PINs: 09-22-207-003  
09-22-207-001

ADDRESS: Various addresses along \_\_\_\_\_ in Willowbrook, Illinois

EXHIBIT B  
TO  
DECLARATION OF COVENANTS FOR HINSBROOK CLUB

The Premises

- I. Lots: Each of the following described lots shall be a "Lot" hereunder:
  - A. Lots 1 to 29, both inclusive, in Hinsbrook Club Subdivision
  
- II. Community Area:
  - A. Outlot \_\_\_\_\_ in Hinsbrook Club Subdivision
  
- III. Association Maintained Public Area:
  - A. Grass areas adjoining Tennessee Avenue on the east and Clarendon Hills on the west

EXHIBIT C  
TO  
DECLARATION OF COVENANTS FOR HINSBROOK CLUB

Operating Agreement

[see attached]



Hinsbrook Club  
Building Elevations

January 22, 2016  
REV: February 24, 2016

Pulte Homes has selected four models for the Hinsbrook Club residential development. Currently, the models do not have a marketing name, but instead are represented by their square footages: 2383, 2391, 2447, and 2600. Representative building elevations are included in this application submittal for all four of the models. They include base front elevations along with two upgrade front elevations and a rear elevation for each model.

Also included are key-lot rear and side elevations of the homes backing up to Clarendon Hills Road, which have been enhanced above the typical rear and side elevations. The key-lots are lots 1, 2, 3, 4, and 29. The enhancements that Pulte is committed to for the key-lot side elevation are shutters, knee wall brick height, a clipped hip roof at the peak and a second story window. For the key-lot rear elevation, Pulte is committed to gables over the two outside windows and water-table height brick.

All of the elevations included in this submittal are meant to give illustrative examples of what Pulte will be building. The elevations will be further refined during the final approval process. Additional elevations will also be added to provide residents with other options.

The materials for the homes will be high quality materials. The homes will have fiber cement siding with stone, brick, timber, and shaker board accents.



## 2391.1 -Rear

ILLUSTRATIVE ELEVATION

HINSBROOK CLUB  
WILLOWBROOK, IL

January 26, 2016



2391.3

ILLUSTRATIVE ELEVATION



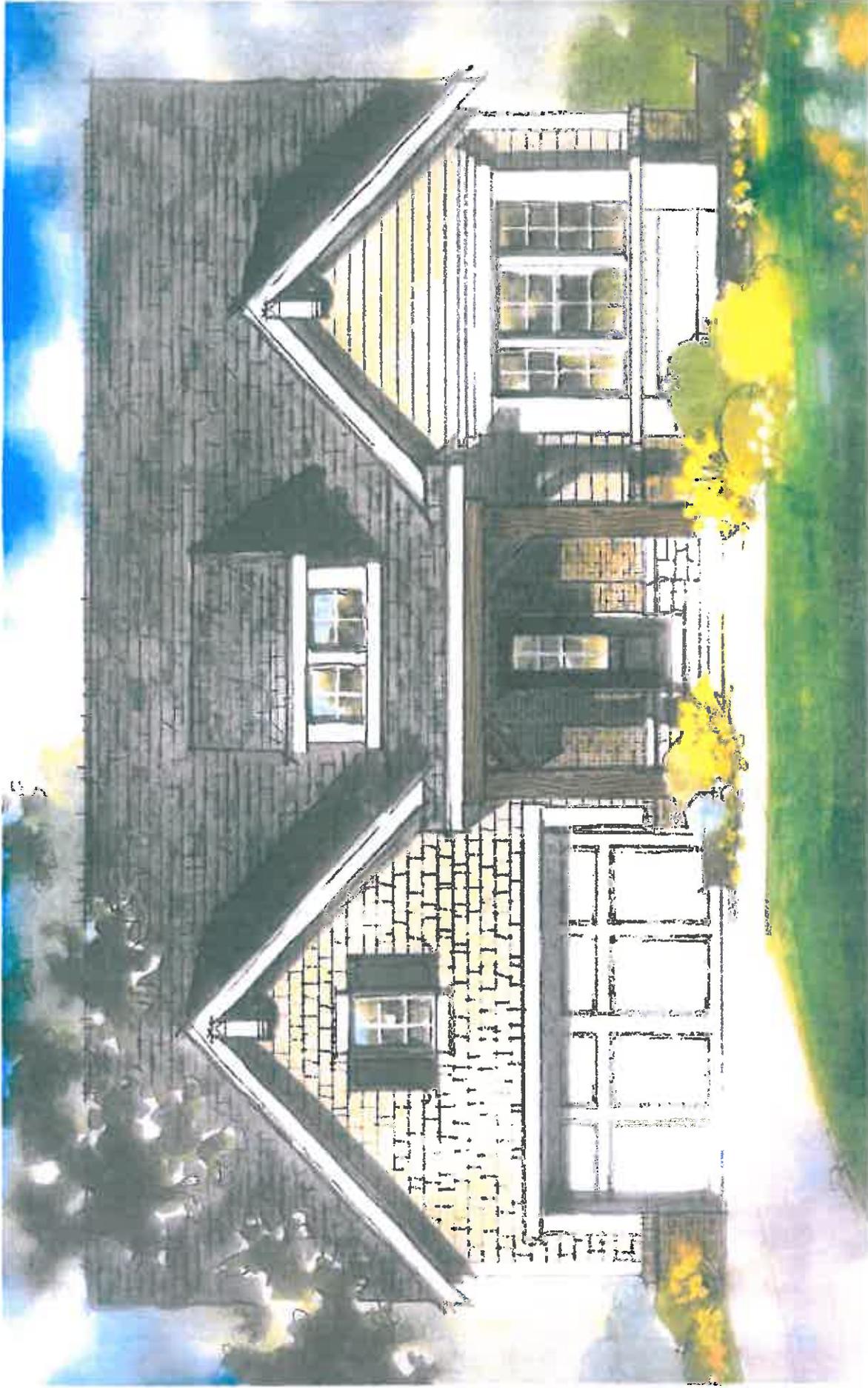
WILLOWBROOK, II..



**2391.2**

**ILLUSTRATIVE ELEVATION**

**WILLOWBROOK, IL**



**2391.1T**

ILLUSTRATIVE ELEVATION

WILLOWBROOK, IL

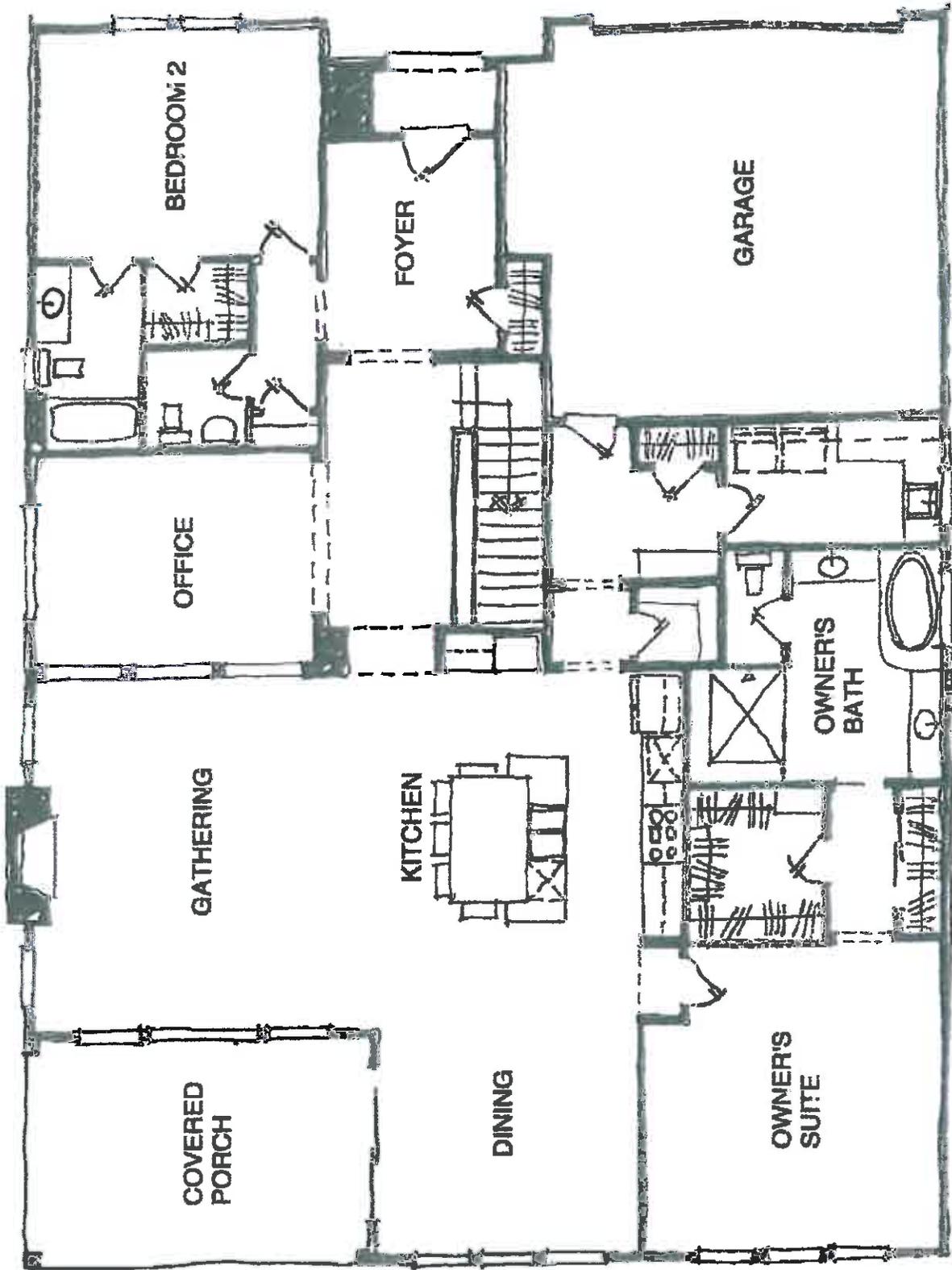




**2391.1**

**ILLUSTRATIVE ELEVATION**

**WILLOWBROOK, IL**



2391-





**2383.3-Rear**

**ILLUSTRATIVE ELEVATION**

**HINSBROOK CLUB  
WILLOWBROOK, IL**

**January 28, 2016**



2383.3

ILLUSTRATIVE ELEVATION

WILLOWBROOK, IL





**2383.2**

ILLUSTRATIVE ELEVATION

WILLOWBROOK, IL



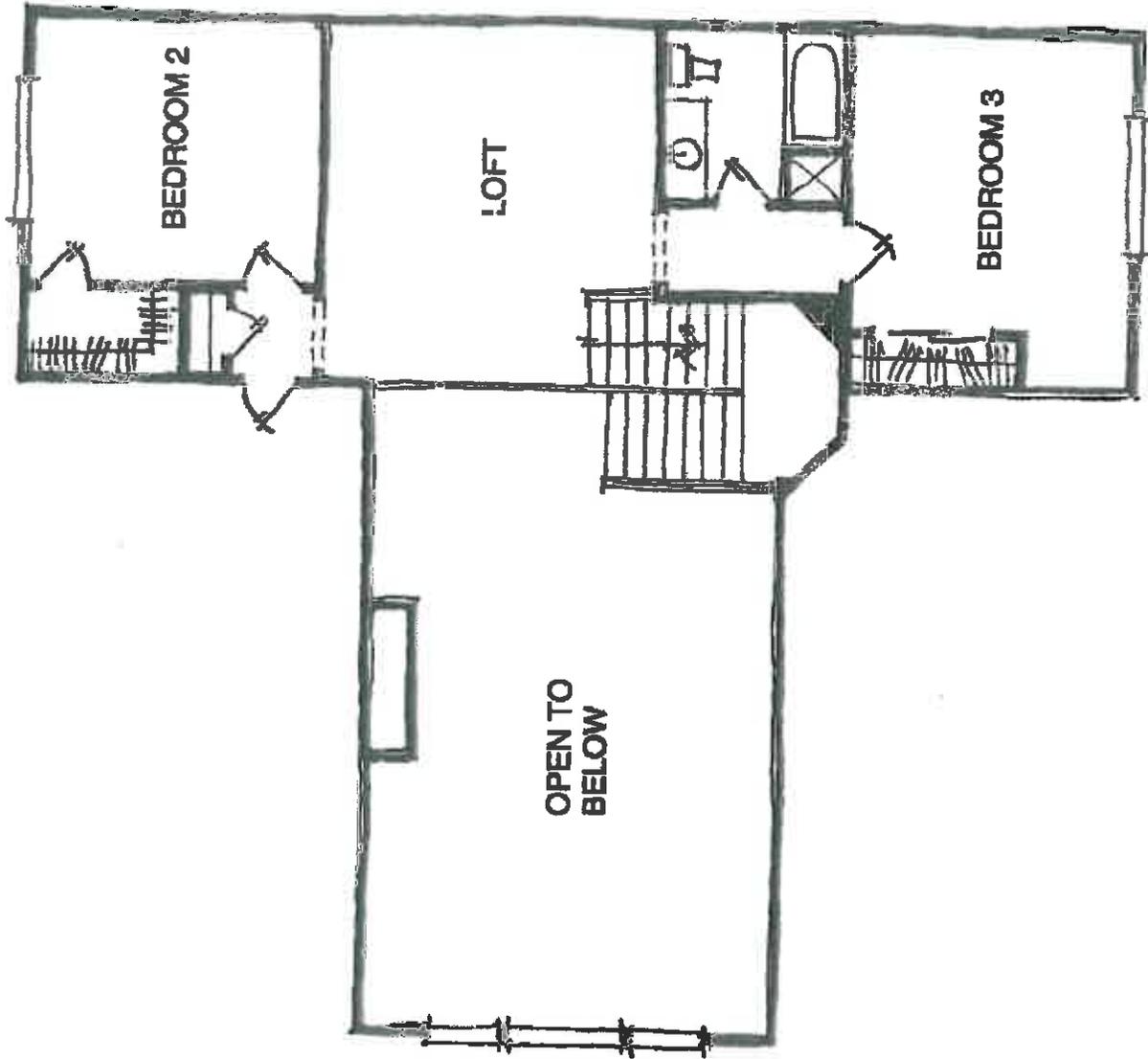


2383.1

WILLOWBROOK, IL

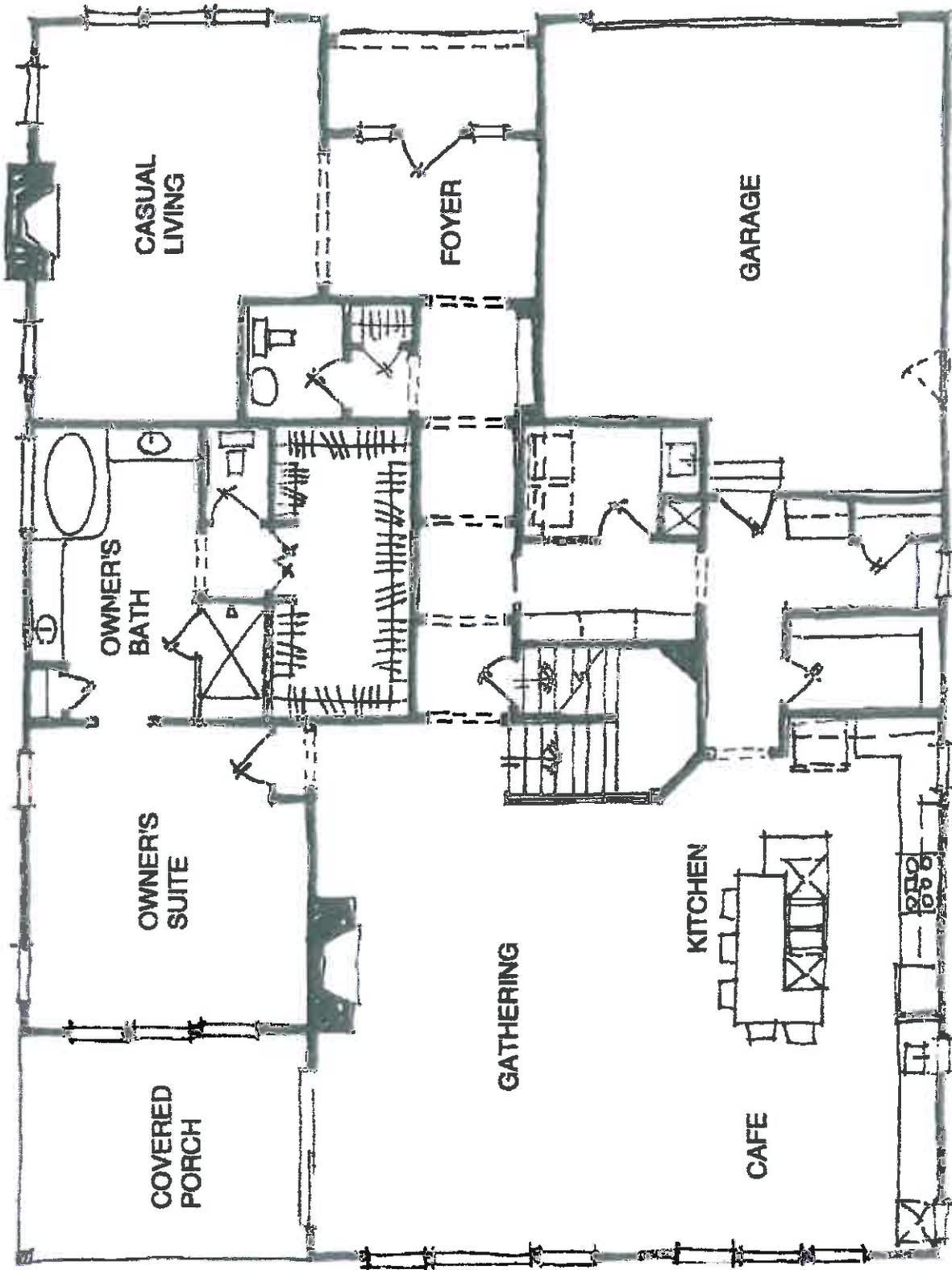
ILLUSTRATIVE ELEVATION





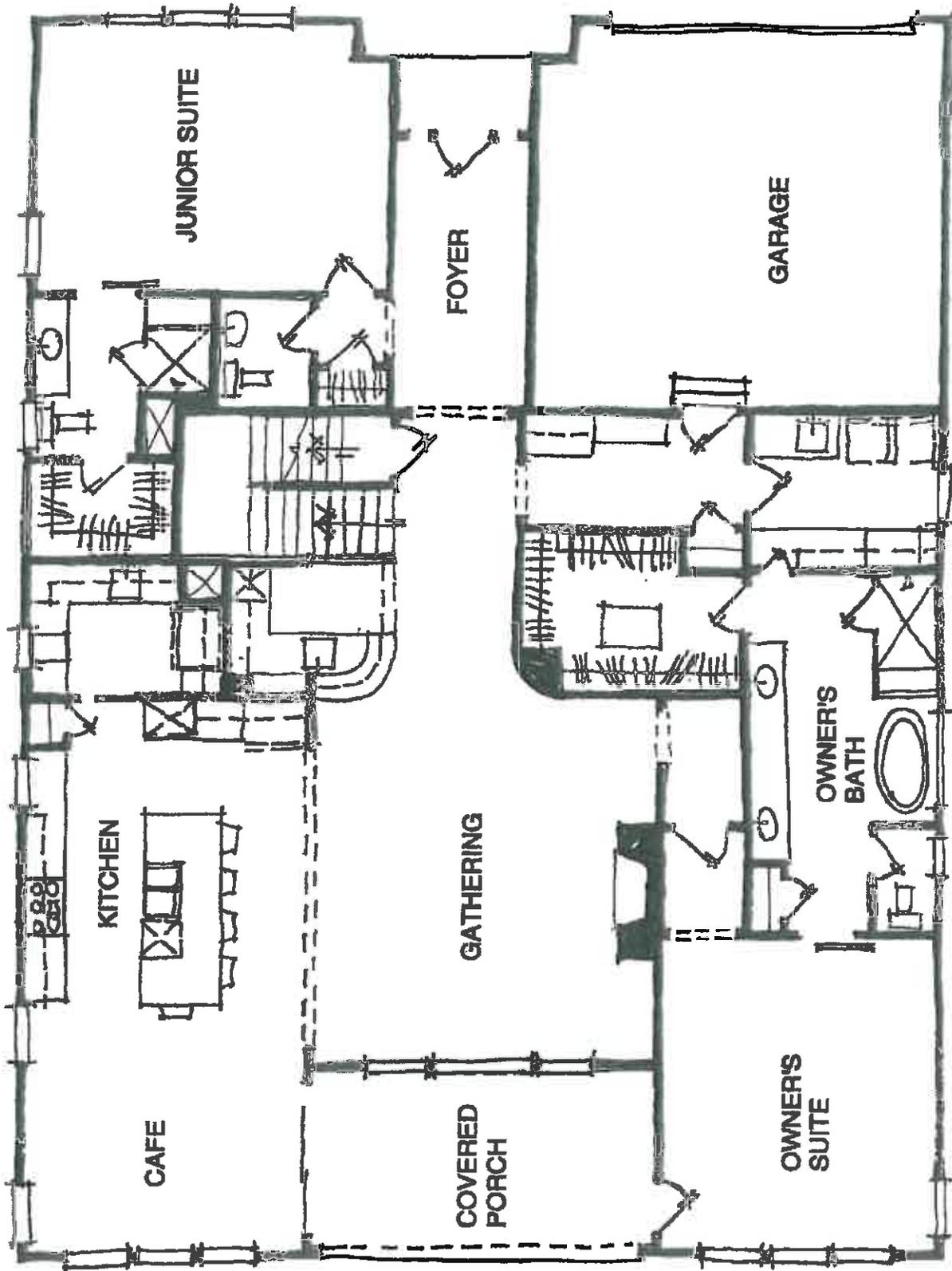
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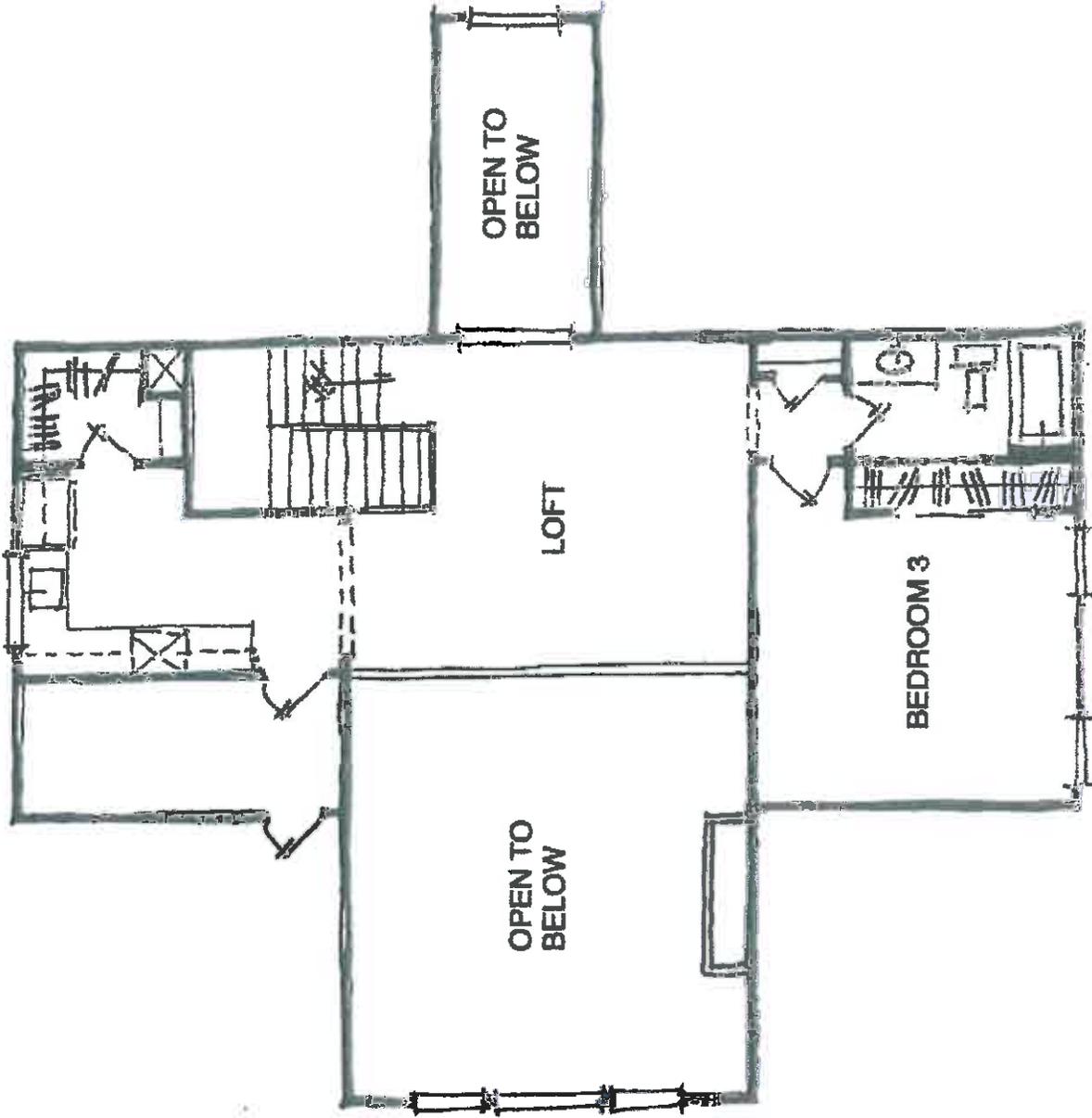
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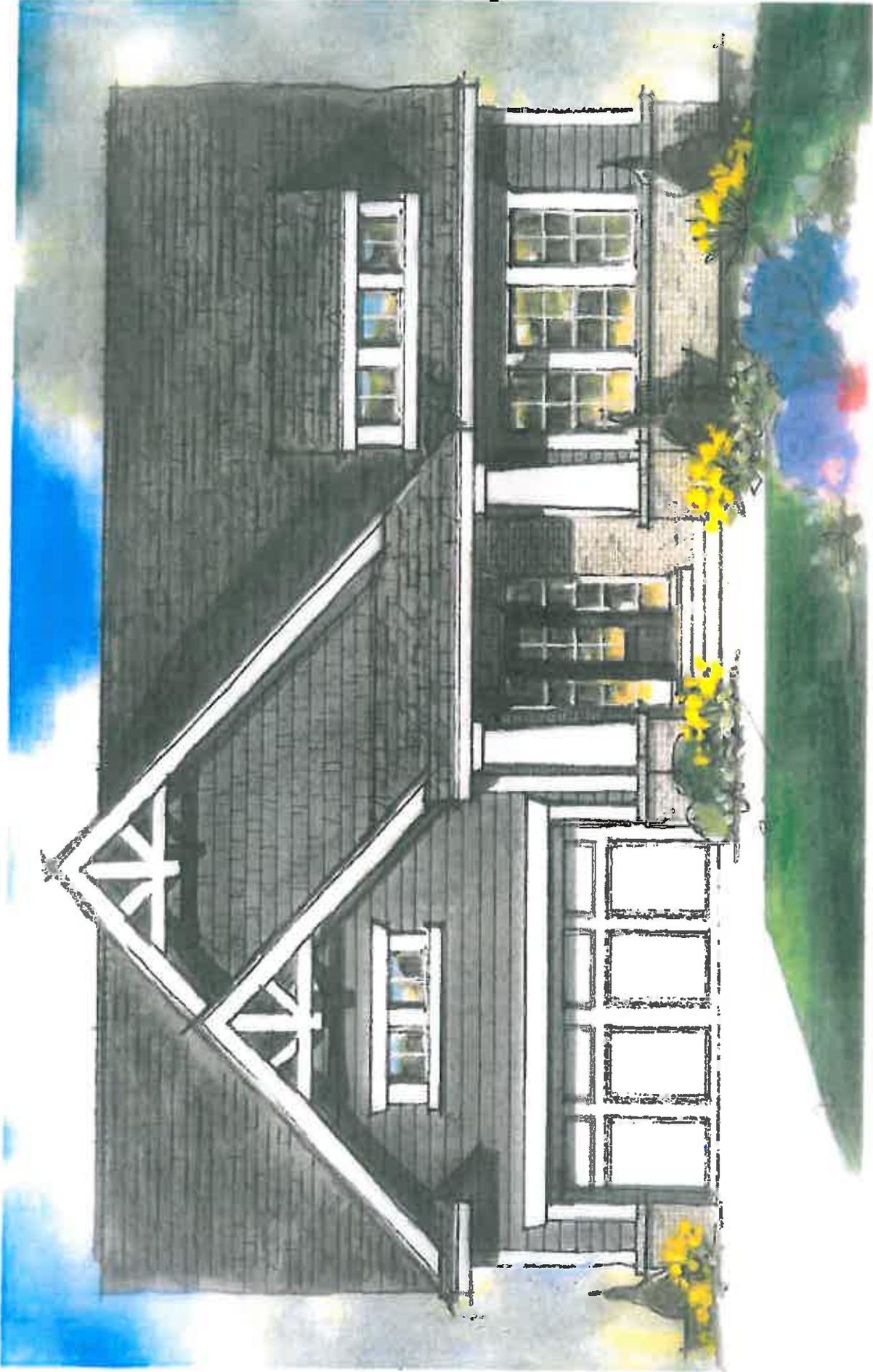
2447-





2447-





**2447.1**

**ILLUSTRATIVE ELEVATION**

**WILLOWBROOK, IL**



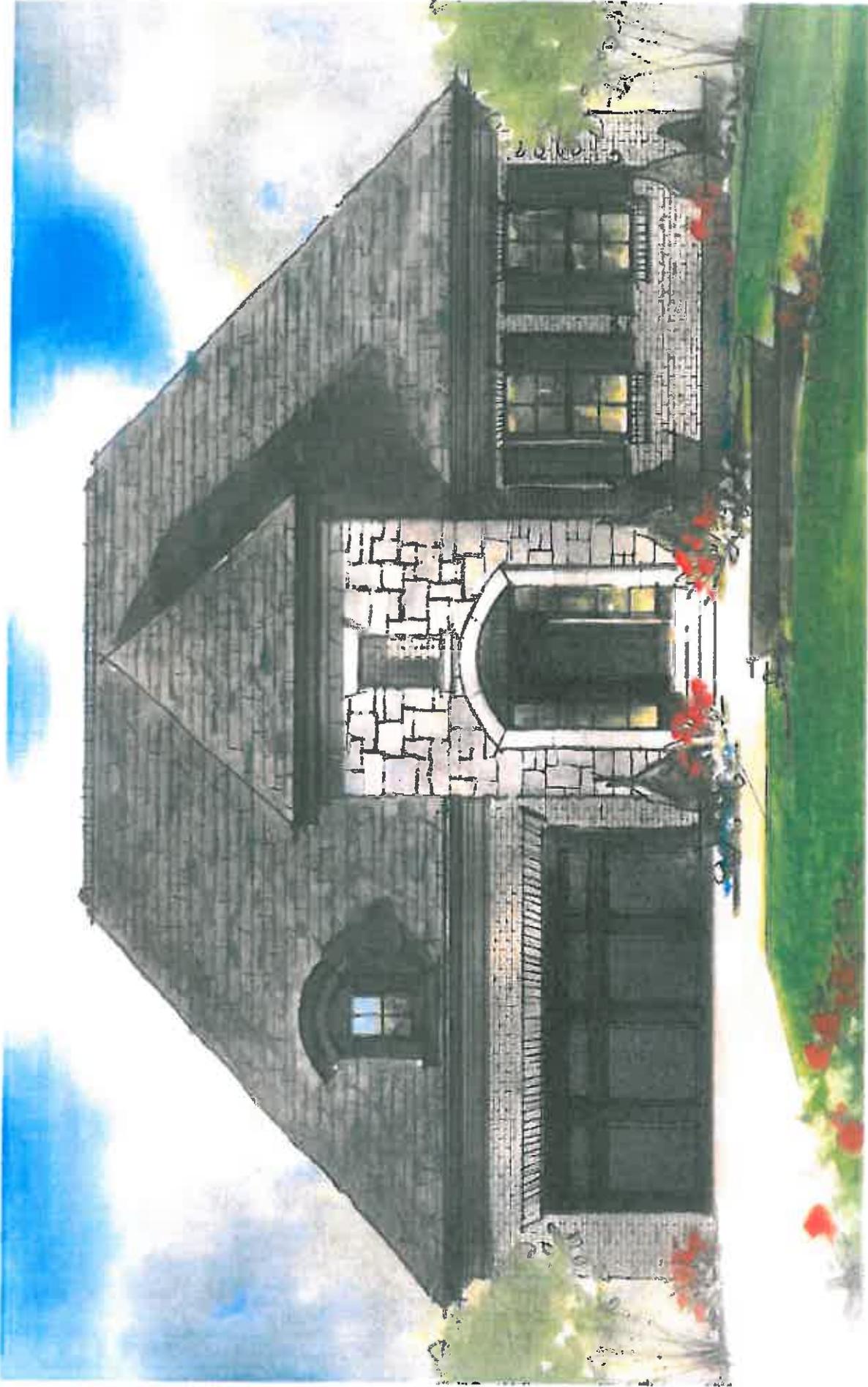


2447.2

ILLUSTRATIVE ELEVATION



WILLOWBROOK, IL



**2447.3**

**ILLUSTRATIVE ELEVATION**



**WILLOWBROOK, IL**

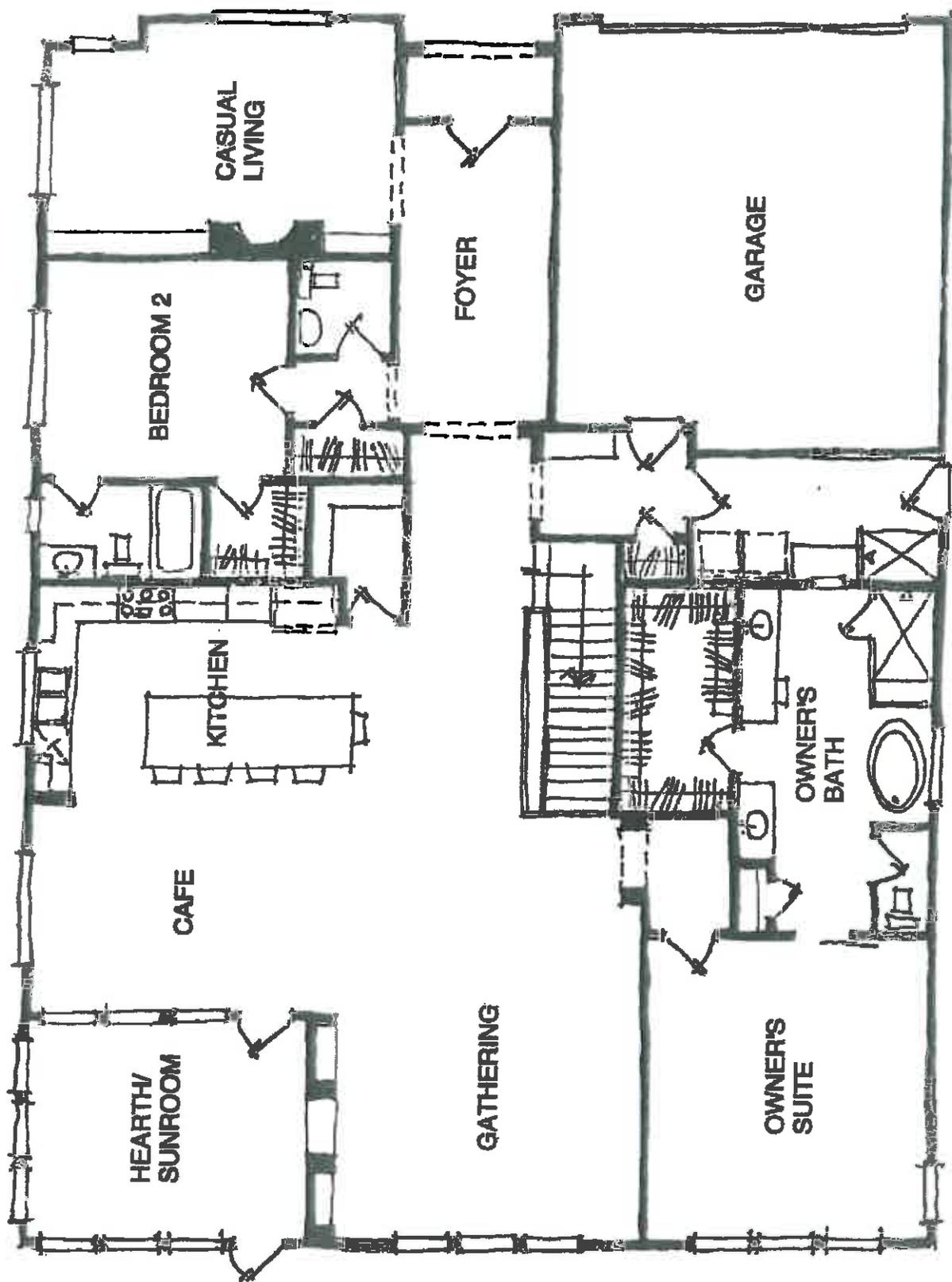


# 2447.2-Rear

ILLUSTRATIVE ELEVATION

HIMSBROOK CLUB  
WILLOWBROOK, IL.

January 26, 2018



2600-





**2600.1**

**WILLOWBROOK, IL**

**ILLUSTRATIVE ELEVATION**





**2600.2**

**ILLUSTRATIVE ELEVATION**

**WILLOWBROOK, IL**





2600.3

ILLUSTRATIVE ELEVATION

WILLOWBROOK, IL



**2447.1 -Key Lot-Rear**

ILLUSTRATIVE ELEVATION



WILLOWBROOK, IL



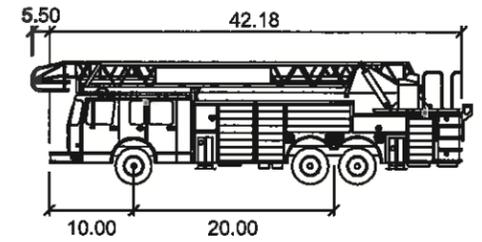
**2447.1 -Key Lot-Side**

ILLUSTRATIVE ELEVATION

WILLOWBROOK, IL

FEBRUARY 24, 2016





Willowbrook Extention

	feet
Width	: 10.00
Track	: 8.50
Lock to Lock Time	: 6.0
Steering Angle	: 35.4

SNUG HARBOR DRIVE

CLARENDON HILLS ROAD

TENNESSEE AVENUE

REVISED DATE: 03-16-16  
DATE: 02-24-2016



V3 Companies  
7325 Janes Avenue  
Woodridge, IL 60517  
630.724.9200 phone  
630.724.9202 fax  
www.v3co.com

**CARRINGTON CLUB**  
WILLOWBROOK ILLINOIS

**FIRE TRUCK WITH EXTENSION EXHIBIT**



SCALE: 1" = 80'

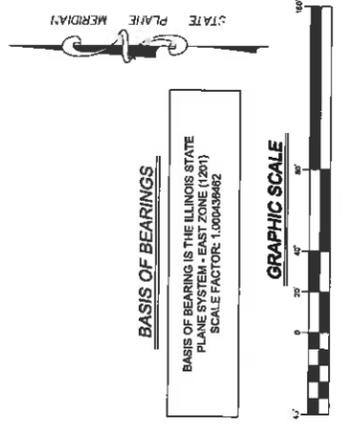


# PRELIMINARY PLAT OF SUBDIVISION OF CARRINGTON CLUB

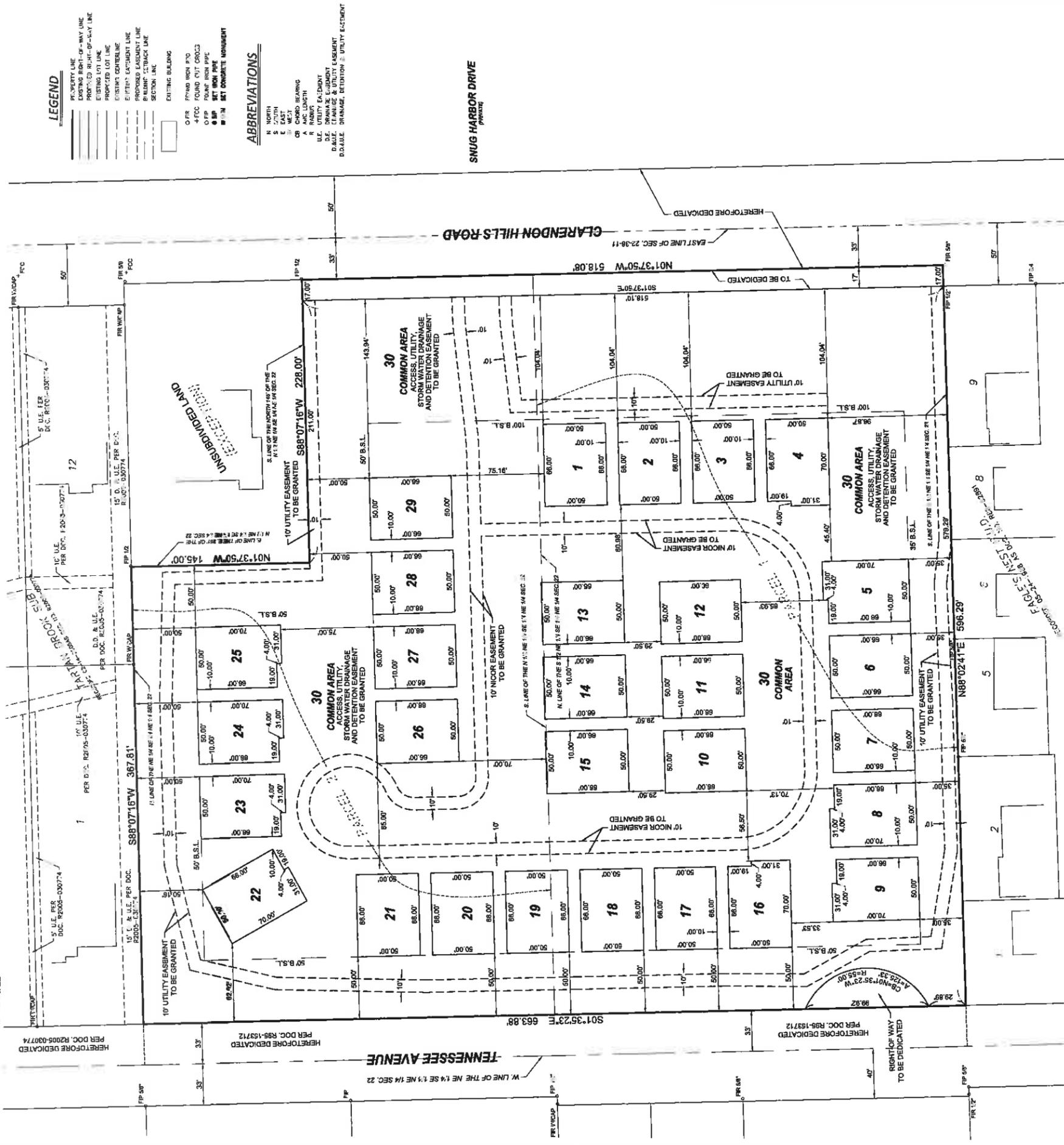
## LEGAL DESCRIPTION

PARCEL 1: THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.  
 PARCEL 2: THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 09-22-207-001  
09-22-207-003



VICINITY MAP  
NOT TO SCALE



LOT #	Sq. Ft.	Area
1-3, 6, 7, 10-15, 17-21, 28-19	3,300	0.0758
4, 5, 8, 9, 16, 22-25	3,424	0.0786
(7.25)	98,816	2.2226
COMMON AREA	254,478	5.8420
DEDICATED R-O-W	11,105	0.2548
TOTAL	382,399	8.3195

## FLOOD HAZARD NOTE

THIS PROPERTY IS IN AN AREA OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN (ZONE X) AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP OF DUPAGE COUNTY, ILLINOIS (COMMUNITY PANEL NO. 17-34-3C-90054) EFFECTIVE DATE DECEMBER 16, 2004.

**OWNER / DEVELOPER**  
Pulte Home Corporation  
1900 E Golf Rd - Suite 300  
Schaumburg, IL 60173  
847-230-5400

**ENGINEER/SURVEYOR**  
V3 Companies of Illinois, Ltd.  
7325 James Avenue, Suite 100  
Woodridge, Illinois 60517  
630.724.9200

**PLAN COMMISSION CERTIFICATE**  
STATE OF ILLINOIS } \$5  
COUNTY OF DUPAGE } \$5  
THIS IS TO CERTIFY THAT THE MEMBERS OF THE PLAN COMMISSION OF THE VILLAGE OF WILLOWBROOK, ILLINOIS HAVE REVIEWED AND APPROVED THIS PLAT.  
DATED AT WILLOWBROOK, DUPAGE COUNTY, ILLINOIS  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_

**SURVEYOR'S CERTIFICATE**  
STATE OF ILLINOIS } \$8  
COUNTY OF DUPAGE } \$8  
I, ANTHONY J. STRICKLAND, AN ILLINOIS PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT I AM THE SURVEYOR OF THIS PLAT AND THAT ALL PARTS THEREOF.  
GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_

## NOTES

- ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. ARC DISTANCES ARE ALONG ALL CURVES.
- SEE PROPOSED ENGINEERING PLANS PREPARED BY THE ENGINEER/SURVEYOR FOR PROPOSED UTILITIES AND GRADING INFORMATION.
- OVERALL BLANKET EASEMENT WILL BE PROVIDED FOR THE PROPOSED UTILITIES.

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., 20\_\_

BY: \_\_\_\_\_ PRESIDENT  
ATTEST: \_\_\_\_\_ VILLAGE CLERK

**PREPARED FOR:**  
PULTE HOME CORPORATION  
1900 E GOLF RD - SUITE 300  
SCHAUMBURG, IL 60173  
847-230-5400

**Engineers**  
Scientists  
Surveyors

7325 James Avenue, Suite 100  
Woodridge, IL 60517  
630.724.9200 voice  
630.724.0384 fax  
v3co.com

**REVISIONS**

NO.	DATE	DESCRIPTION
1	02-24-16	PER REVIEW LETTER DATED 02/10/16
2	05-16-16	REVISED PER VILLAGE COMMENTS

**PRELIMINARY PLAT OF SUBDIVISION**  
CARRINGTON CLUB, WILLOWBROOK, ILLINOIS

**Project No:** 15230  
**Group No:** VPO4.1  
**Project Manager:** AJS  
**Drawn By:** MLP  
**Checked By:** AJS  
**Scale:** 1" = 40'  
**Drafting Completed:** 01-22-16  
**Field Work Completed:** N/A  
**SHEET NO.:** 1 of 1



# PRELIMINARY P.U.D. PLAT OF CARRINGTON CLUB

## LEGAL DESCRIPTION

PARCEL 1: THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.  
 PARCEL 2: THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 09-22-207-001  
09-22-207-003

**BASIS OF BEARINGS**

BASIS OF BEARING IS THE ILLINOIS STATE PLANE SYSTEM - EAST ZONE (1983)  
SCALE FACTOR: 1.0006862

**GRAPHIC SCALE**

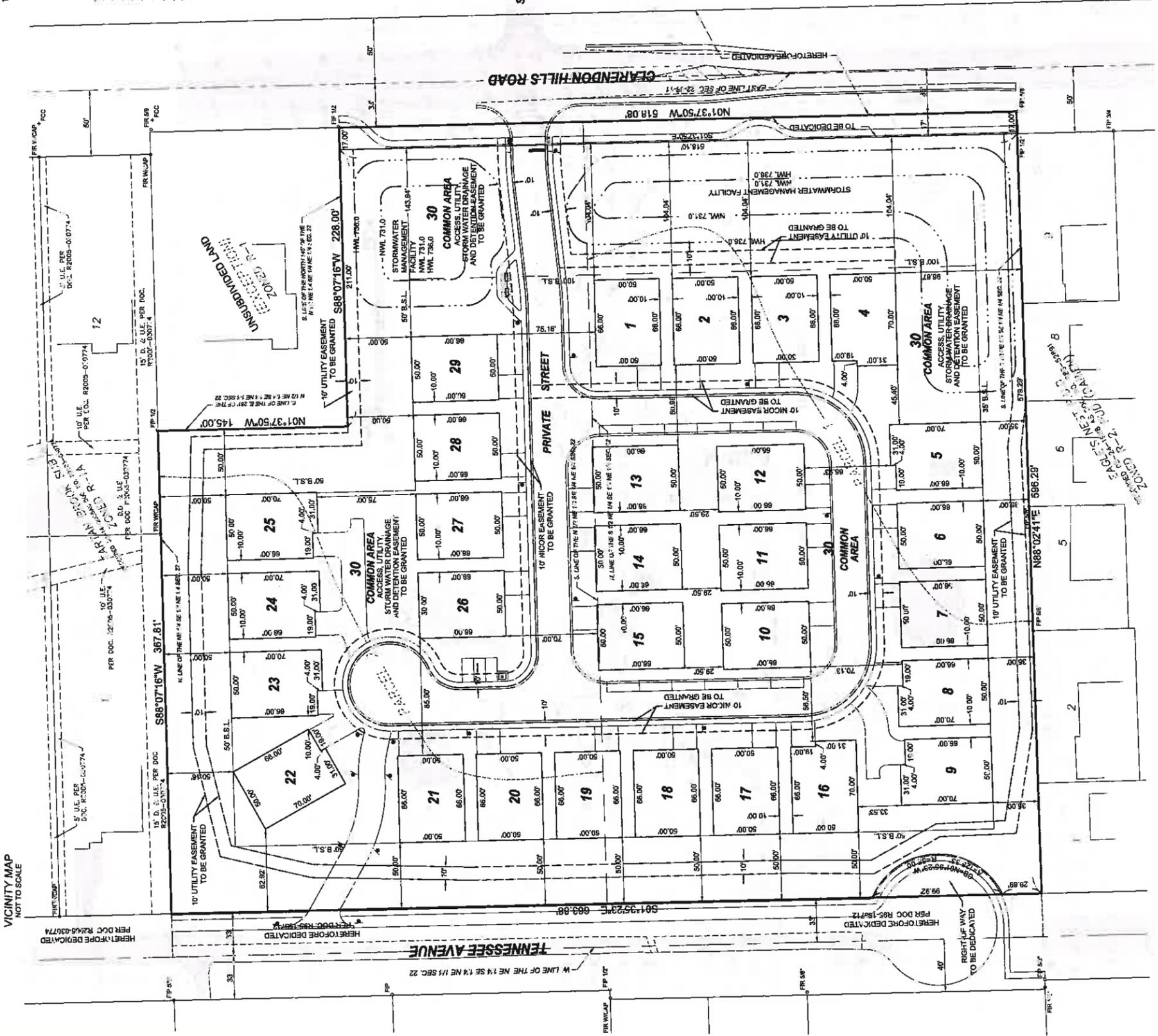
1" = 40'

**LEGEND**

- PROPERTY LINE
- EXISTING CENTERLINE OF HIGHWAY
- EXISTING RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- PROPOSED LOT LINE
- EXISTING CENTERLINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT
- BUILDING SETBACK LINE
- SECTION LINE
- EXISTING BUILDING
- EXISTING HIGHWAY
- EXISTING ROAD
- EXISTING UTILITY
- EXISTING CONCRETE MONUMENT

**ABBREVIATIONS**

- N NORTH
- S SOUTH
- E EAST
- W WEST
- CB CURVED PLANNING
- PC POLYLINE
- PC LENGTH
- U.E. UTILITY EASEMENT
- F.E. FENCE EASEMENT
- P.A.B.E. PUBLIC ACCESS EASEMENT
- D.O.M.E. DRIVEWAY DETENTION UTILITY EASEMENT



**Carrington Club**  
Site Data Chart

ITEM	AREA / NUMBER	LIMIT
PROJECT SITE SQUARE FOOTAGE	089,810	SF
LOT 30	254,478	SF
DEDICATED CLARENCE HILLS ROAD ROW	6,609	SF
DEDICATED TENNESSEE AVENUE ROW	2,877	SF
TOTAL PROJECT SITE SQUARE FOOTAGE	302,289	SF
<b>ZONING INFORMATION</b>		
CURRENT ZONING	R-1	
PROPOSED ZONING	R-1 PUD	
LOT FRONTAGE (CLARENCE HILLS ROAD)	518	LF
LOT FRONTAGE (CLARENCE HILLS ROAD)	100	LF
INTERIOR SIDE (NORTH PROPERTY LINE)	35	LF
INTERIOR SIDE (SOUTH PROPERTY LINE)	50	LF
REAR YARD (TENNESSEE AVENUE)	45%	LF
TOTAL PAVEMENT SURFACE	0.25	
LOT COV. FRAGE	0.25	
FLORIDIANA RATIO	0.25	
<b>PARKING SUMMARY</b>		
PARKING DEMAND PER MUNICIPAL CODE	58	SPACES
SINGLE-FAMILY DETACHED DWELLINGS (2 years + per dwelling, not more than 6 (20 dwelling units)	58	SPACES
ON-DRIFT PAVES	58	SPACES
ON-STREET PARKING	15	SPACES
TOTAL SPACES PROVIDED	73	SPACES

**AREA TABLE**

LOT #	Sq. Ft.	Area
1-3, 6, 7, 10-15, 17-21, 26-19	3,300	0.0758
4, 5, 8, 9, 16, 22-25	3,424	0.0786
(TOTAL)	6,724	2.2228
COMMON AREA	254,478	5.8420
DEDICATED R.O.W.	11,105	0.2549
TOTAL	302,289	8.3195

**OWNER / DEVELOPER**  
 PULTE Home Corporation  
 1900 E Golf Rd - Suite 300  
 Schaumburg, IL 60173  
 847-230-5400

**ENGINEER/SURVEYOR**  
 V3 Companies of Illinois, Ltd  
 7325 James Avenue, Suite 100  
 Woodridge, Illinois 60517  
 630.724.9200

**NOTES**

- ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. ARC DISTANCES ARE ALONG ALL CURVES.
- BEE PROPOSED ENGINEERING PLANS PREPARED BY V3 COMPANIES FOR PROPOSED UTILITIES AND GRADING INFORMATION.
- OVERALL BLANKET EASEMENT WILL BE PROVIDED FOR THE PROPOSED UTILITIES.

**PRELIMINARY P.U.D. PLAT**

CARRINGTON CLUB, WILLOWBROOK, ILLINOIS

Project No: 15230  
 Group No: VP04.1

DRAFTING COMPLETED: 01-22-16  
 DRAWN BY: M.P.  
 PROJECT MANAGER: A.J.S.

FIELD WORK COMPLETED: N/A  
 CHECKED BY: A.J.S.  
 SCALE: 1" = 40'

SHEET NO. 1 of 1

PREPARED FOR:  
 PULTE HOME CORPORATION  
 1900 E GOLF RD. - SUITE 300  
 SCHAUMBURG, IL 60173  
 847-230-5400

Engineers  
 Scientists  
 Surveyors

7325 James Avenue, Suite 100  
 Woodridge, IL 60517  
 630.724.9200 voice  
 630.724.0384 fax  
 v3co.com

PRELIMINARY ENGINEERING PLANS  
FOR  
**CARRINGTON CLUB**  
WILLOWBROOK, ILLINOIS

**PROJECT TEAM**

**OWNER/DEVELOPER**

Pulte Home Corporation  
1900 E. Golf Road, Suite 300  
Schaumburg, Illinois 60173  
847 230 5276  
Contact: Rob Getz

**ENGINEER**

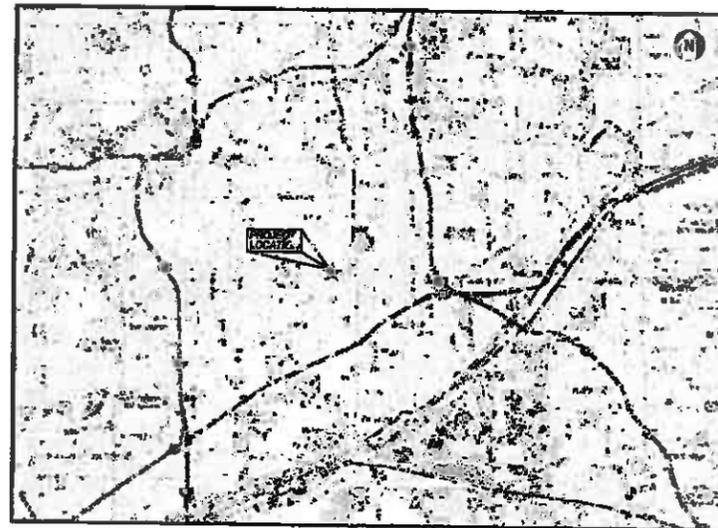
V3 Companies of Illinois, Ltd.  
7325 Janes Avenue  
Woodridge, Illinois 60517  
630 724 9200  
Project Manager: Bryan Rieger, P.E.  
Project Engineer: Ethan Frisch

**LANDSCAPE ARCHITECT**

Signature Design Group  
17 Court Place #1  
Naperville, Illinois 60540  
630 305 3980  
Contact: Greg Sagen



**LOCATION MAP**  
NO SCALE



**VICINITY MAP**  
NO SCALE

**INDEX OF DRAWINGS**

- C0.0 TITLE SHEET
- C1.0 EXISTING CONDITIONS
- C2.0 LAYOUT PLAN
- C3.0 GRADING PLAN
- C4.0 UTILITY PLAN



V3 Companies  
7325 Janes Avenue  
Woodridge, IL 60517  
630.724.9200 phone  
630.724.9202 fax  
www.v3co.com



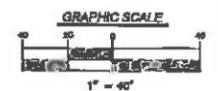
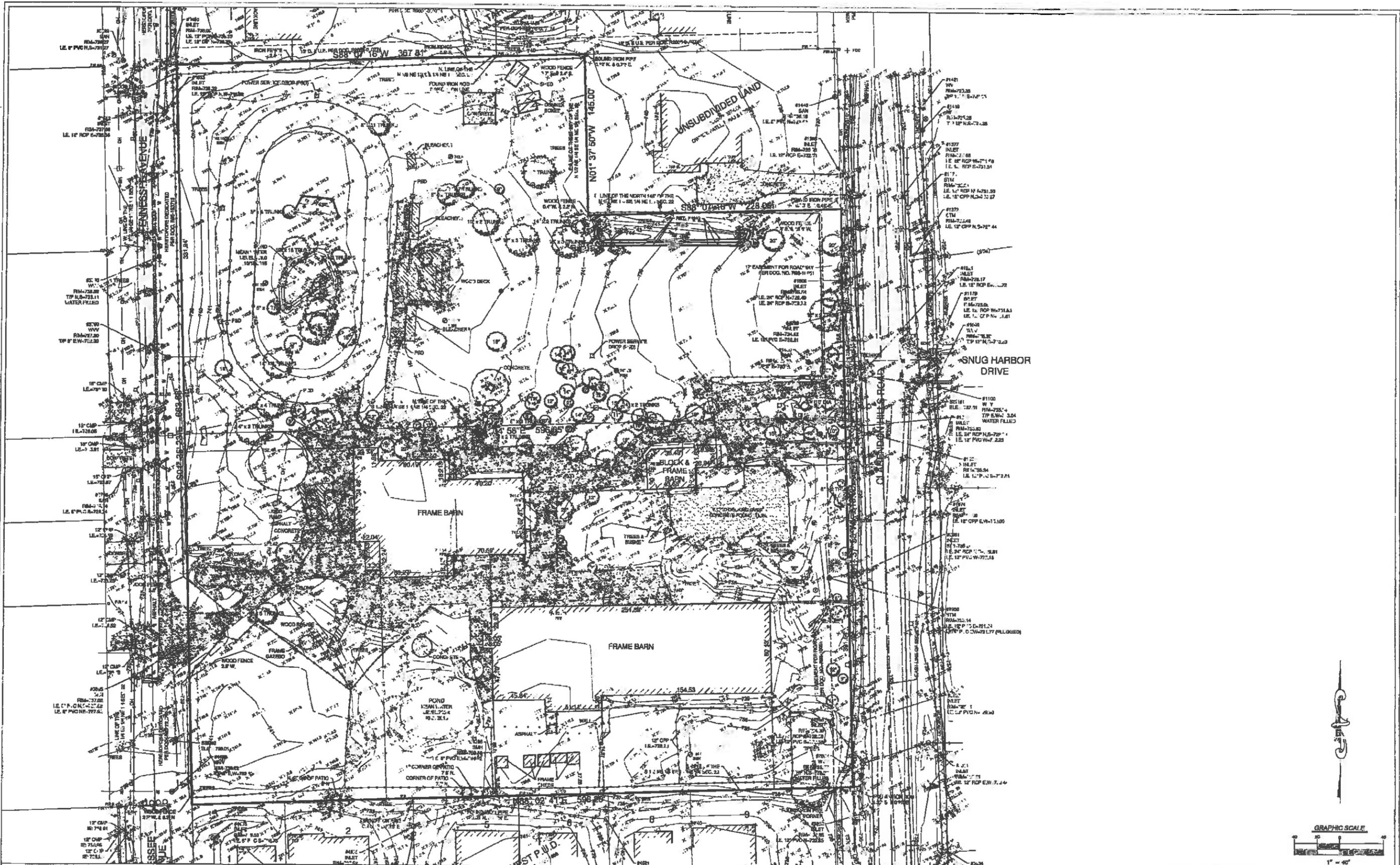
800.892.0125  
Call 48 hours before you dig

Joint  
Utility  
Locating  
Information  
for  
Excavators

REVISIONS				BENCHMARKS	
NO.	DATE	DESCRIPTION	SHEET(S) REVISED	REV. BY	SOURCE
1	02.24.16	PER VILLAGE COMMENTS	ALL	EEF	STATION DESIGNATION: D0417001 ESTABLISHED BY: DUPAGE COUNTY DATE: 10-10-1972 ELEVATION: 782.72 (PUBLISHED AND HELD) DATUM: NAVD83 DESCRIPTION: BRASS DISK SET IN CONCRETE AT THE SOUTHEAST SIDE OF A CONCRETE TRAFFIC SIGNAL BASE, AT THE SOUTH-WEST CORNER OF THE INTERSECTION OF MAIN ST. AND 50TH ST., LOCATED 36.1' S. OF THE CENTERLINE OF 50TH ST., 51.6' W. OF THE CENTERLINE OF MAIN ST., 102.5' OFF OF P.O. 50 POLE.
2	03.18.16	PER VILLAGE COMMENTS			STATION DESIGNATION: S0401 ESTABLISHED BY: V3 COMPANIES DATE: 03.26.2015 ELEVATION: 727.81 (MEASURED) DATUM: NAVD83, NAVD83, CGD DESCRIPTION: NORTHWEST BOLT ON FIRE HYDRANT LOCATED AT THE SOUTHWEST CORNER OF BRUG HARBOR DRIVE AND CLARENDON HILLS ROAD.
					STATION DESIGNATION: S0402 ESTABLISHED BY: V3 COMPANIES DATE: 10.25.2015 BLS 11104: 738.61 (MEASURED) DATUM: NAVD83, NAVD83, CGD DESCRIPTION: NORTHWEST BOLT ON FIRE HYDRANT LOCATED ALONG THE EAST SIDE OF TENNESSEE AVENUE, 68.5' SOUTH OF THE END OF PAVEMENT.

ORIGINAL ISSUE DATE: JANUARY 22, 2016

DRAWING NO.  
**C0.0**



V3 Companies  
 7325 Janus Avenue  
 Woodridge, IL 80517  
 830.724.8200 phone  
 830.724.9202 fax  
 www.v3co.com

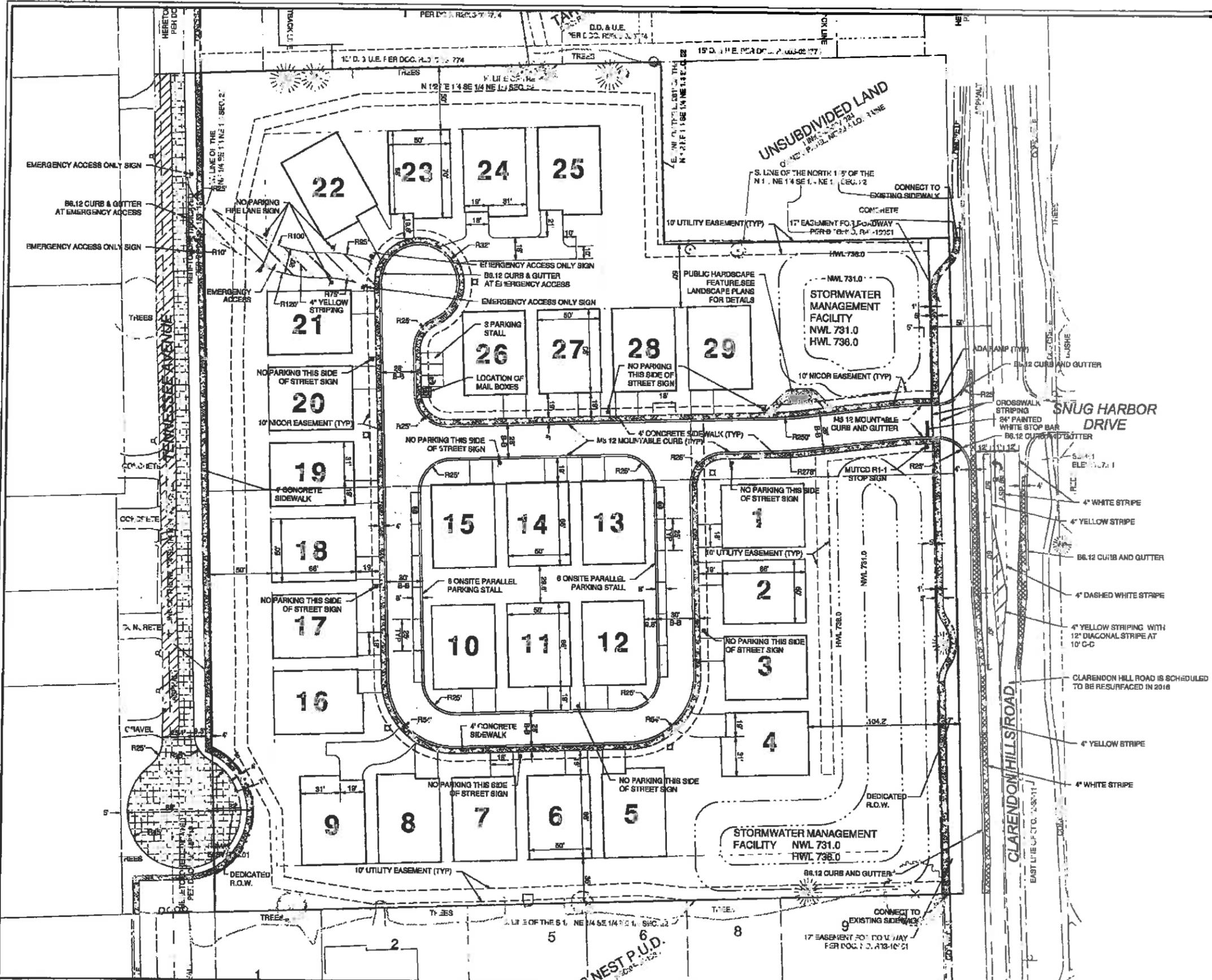
REVISIONS			
NO.	DATE	DESCRIPTION	
1	02.24.16	PER VILLAGE COMMENTS	
2	03.16.16	PER VILLAGE COMMENTS	

PROJECT NO:	18230	DESIGNED BY:	EEF
FILE NAME:	C1.0 EXC15230.DWG	DRAWN BY:	BJD
ORIGIN & ISSUE DATE:	01-22-16	CHECKED BY:	BCR
SCALE:	1"=40'	PROJECT MANAGER:	BCR

**CARRINGTON CLUB**

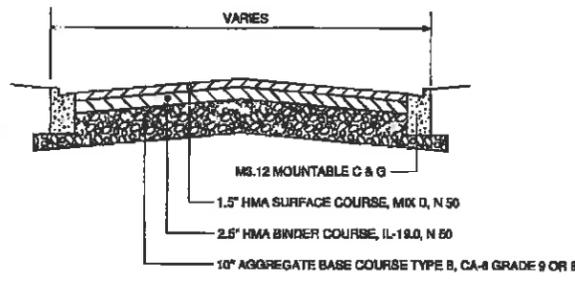
**EXISTING CONDITIONS PLAN**

**C1.0**



### PAVING LEGEND

	<b>ONSITE HMA PAVEMENT</b> 1.5" HMA SURFACE COURSE, MIX D, N 50 2.5" HMA BINDER COURSE, IL-19.0, N 50 10" AGGREGATE BASE COURSE TYPE B, CA-4 GRADE 9 OR 8
	<b>HMA PAVEMENT (TENNESSEE AVENUE)</b> 1.5" HMA SURFACE COURSE, MIX D, N 50 3.5" HMA BINDER COURSE, IL-19.0, N 50 15" AGGREGATE BASE COURSE TYPE B, CA-4 GRADE 9 OR 8
	<b>HMA PAVEMENT (CLARENDON HILLS ROAD)</b> 2" HMA SURFACE COURSE, MIX D, N 50 2.5" HMA BINDER COURSE, IL-19.0, N 50 4.5" BITUMINOUS AGGREGATE MATERIAL 8" AGGREGATE BASE COURSE TYPE B, CA-4 GRADE 9 OR 8
	<b>MILL AND RESURFACE</b> 1.5" HMA SURFACE COURSE, MIX D, N 50
	<b>CONCRETE SIDEWALK</b> 5" P.C. CONCRETE PAVEMENT 4" AGGREGATE BASE COURSE TYPE B, CA-4 GRADE 9 OR 8
	<b>DRIVEWAY PAVEMENT</b> 2" HMA SURFACE COURSE, MIX D, N 50 8" AGGREGATE BASE COURSE TYPE B, CA-4 GRADE 9 OR 8



**TYPICAL ON-SITE ROAD SECTION DETAIL**

REVISIONS		REVISIONS			
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	02.24.18	PER VILLAGE COMMENTS			
2	03.18.18	PER VILLAGE COMMENTS			

PROJECT NO:	15230	DESIGNED BY:	EEF
FILE NAME:	C2.0 LAY15230.DWG	DRAWN BY:	BJD
ORIGINAL ISSUE DATE:	01-22-16	CHECKED BY:	BCR
SCALE:	1"=40'	PROJECT MANAGER:	BCR

**CARRINGTON CLUB**

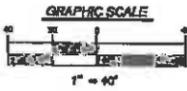
WILLOWBROOK ILLINOIS

**LAYOUT PLAN**

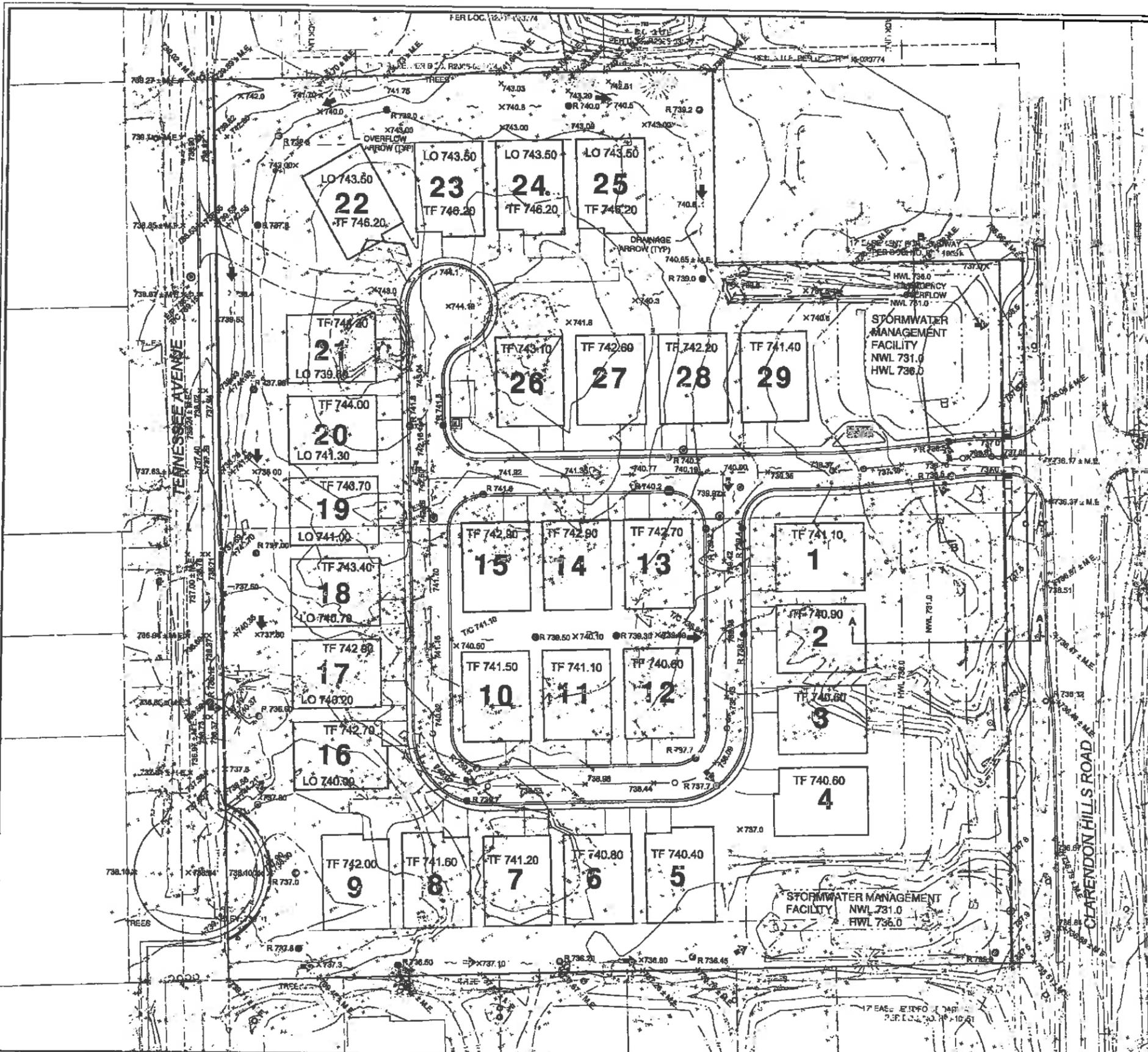
DRAWING NO.  
**C2.0**

V3 Companies  
7325 Janes Avenue  
Woodridge, IL 60517  
630.724.9200 phone  
630.724.9202 fax  
www.v3co.com

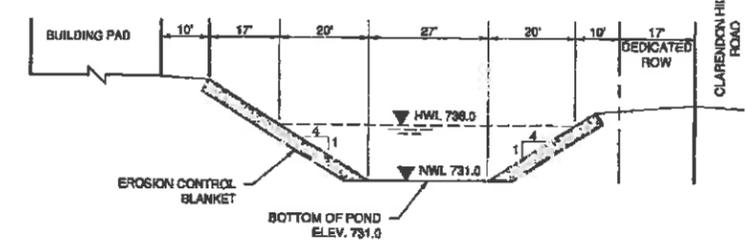
Vista, Virtus, Virtute... The Vision to Transform with Excellence



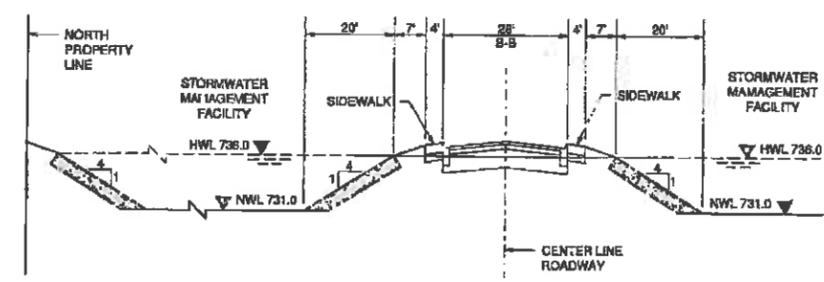
15230 - LAYOUT PLAN



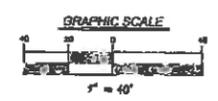
- NOTES:**
1. ALL PAVEMENT SPOT GRADE ELEVATIONS AND FIN ELEVATIONS WITHIN OR ALONG CURB AND GUTTER REFER TO EDGE OF PAVEMENT ELEVATIONS UNLESS OTHERWISE NOTED.
  2. ALL ELEVATIONS SHOWN DEPICT FINISHED GRADE UNLESS OTHERWISE NOTED. SUBTRACT TOPSOIL THICKNESS OR PAVEMENT SECTION TO ESTABLISH SUBGRADE ELEVATIONS.
  3. PROVIDE 1.50% CROSS SLOPE AND 4.00% MAXIMUM LONGITUDINAL SLOPE ON ALL SIDEWALKS AND PEDESTRIAN PATHS UNLESS OTHERWISE INDICATED.
  4. PROVIDE HEAVY DUTY SUMP PUMPS AND/OR FOUNDATION WATERPROOFING IF/AS NECESSARY FOR HOUSES ADJACENT TO STORM WATER MANAGEMENT FACILITIES.
  5. REAR YARD SWALES ARE DESIGNED TO BE 1% MINIMUM LONGITUDINAL SLOPE.



**TYPICAL POND SECTION A - A**



**TYPICAL POND SECTION B - B**



V3 Companies  
7325 Jones Avenue  
Woodridge, IL 60517  
830.724.9200 phone  
830.724.9202 fax  
www.v3co.com

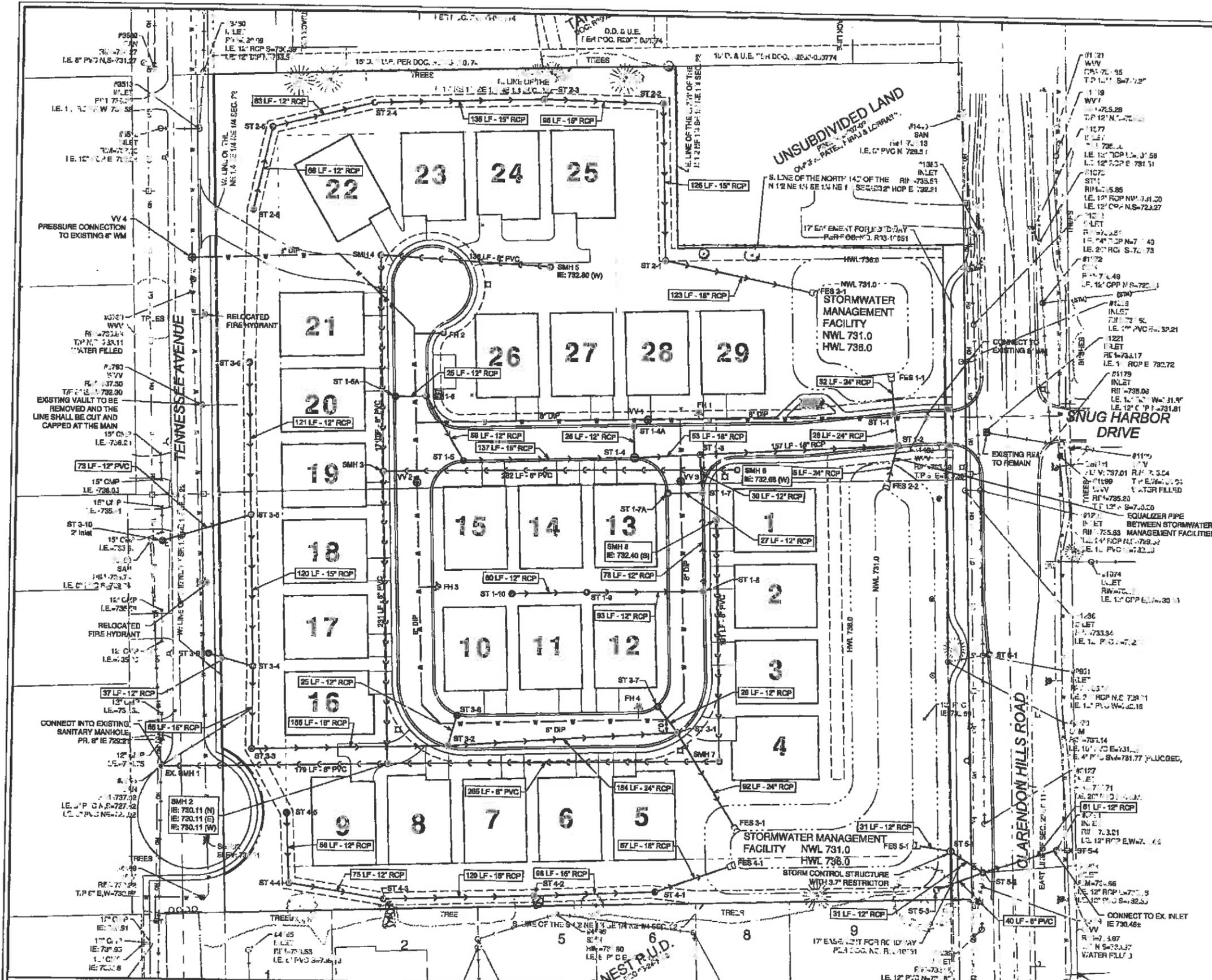
REVISIONS			
NO.	DATE	DESCRIPTION	
1	02.24.18	PER VILLAGE COMMENTS	
2	03.16.18	PER VILLAGE COMMENTS	

PROJECT NO.:	16230	DESIGNED BY:	EEF
FILE NAME:	03.0 GRD 16230.DWG	DRAWN BY:	SJD
ORIGINAL PLOT DATE:	01-22-18	CHECKED BY:	BCR
SCALE:	1"=40'	PROJECT MANAGER:	BCR

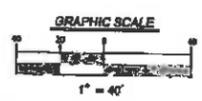
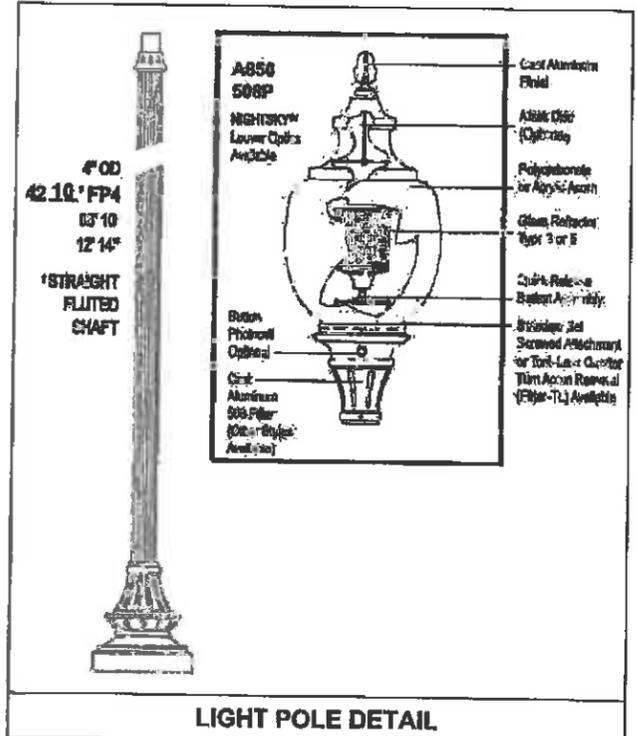
**CARRINGTON CLUB**  
WILLOWBROOK  
ILLINOIS

**GRADING PLAN**  
DRAWING NO. **C3.0**

16230 - GRADING PLAN



- NOTES:**
- UNLESS INDICATED OTHERWISE, FRAME AND OPEN LID STORM STRUCTURES IN PAVEMENT SHALL BE NEENAH R-250 WITH TYPE D LID OR APPROVED EQUAL, AND FRAME AND CLOSED LID STORM STRUCTURES IN PAVEMENT SHALL BE NEENAH R-172 OR APPROVED EQUAL. FRAME AND OPEN LID STORM STRUCTURES IN OPEN SPACE SHALL BE R-434-B OR APPROVED EQUAL. ALL FRAMES AND GRATES SHALL CONFORM TO LOCAL MUNICIPALITY REQUIREMENTS. FRAME AND CLOSED LID STORM STRUCTURES LOCATED WITHIN AN ACCESSIBLE ROUTE SHALL BE NEENAH R-1.72 WITH TYPE C LID (OR EQUIVALENT) WITH PERMA-GRIP SURFACE. DRILL 1" - 1" DIAMETER LIFT HOLE INSTEAD OF A STANDARD PICK HOLE.
  - LIGHT POLES SHOWN FOR COORDINATION OR LOCATION PURPOSES ONLY AND DO NOT REPRESENT ACTUAL SIZE. SEE PLANS BY SITE LIGHTING CONSULTANT FOR SITE LIGHTING INFORMATION.



**REVISIONS**

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	02.24.18	PER VILLAGE COMMENTS			
2	03.18.18	PER VILLAGE COMMENTS			

PROJECT NO.	15230	DESIGNED BY	EEF
FILE NAME	C4.0 UTIL15230.DWG	DRAWN BY	BJD
GRAPHIC ISSUE DATE	01-22-18	CHECKED BY	BCR
SCALE	1"=40'	PROJECT MANAGER	BCR

**V3 Companies**  
 7326 Janes Avenue  
 Woodridge, IL 60517  
 630.724.9200 phone  
 630.724.9202 fax  
 www.v3co.com

*Vista, Veritas, Virtute... The Vista to Transform with Excellence!*

**CARRINGTON CLUB**

**UTILITY PLAN**

**C4.0**

Preliminary  
Landscape Development Plans



▲ 2.24.2016 - Per Village Review  
▲ 3.16.2016 - Per Village Review

# HINSBROOK CLUB

WILLOWBROOK, ILLINOIS



DEVELOPER:

1900 E. Golf Road, Suite 300  
Schaumburg, Illinois 60173  
(847) 230.5331 voice

ENGINEER:

**V3 Companies**  
7325 Janes Avenue  
Woodridge, Illinois 60517  
(630) 724.8200 voice  
Project Manager: Bryan Rieger, PE

LANDSCAPE ARCHITECT:

**Signature Design Group, Inc.**  
132 N. Washington Street  
Naperville, Illinois 60540  
(630) 305.3980 Fax: (630) 305.3994  
Project Manager: Greg G. Sagen, RLA



LOCATION MAP

## INDEX OF DRAWINGS

- L100 Overall Composite Plan
- L101 Entrance Area Enlargement
- L102 Plant List, Notes & Details
- L103 Turf Exhibit
- L104 Prototypical House Plans
- L105 Preliminary Signage and Site Details
- ▲ L106 Site Details
- TS.100 Existing Tree Survey

project:

**Hinsbrook  
Club**

Willowbrook, Illinois

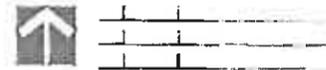
sheet description:

**Preliminary  
Overall Landscape  
Plan**

owner:



scale: 1" = 400'



revisions:  
 1. 2/15/2016 | Per Village Review  
 2. 2/22/2016 | Per Village Review

original issue date: **25 January 2016**

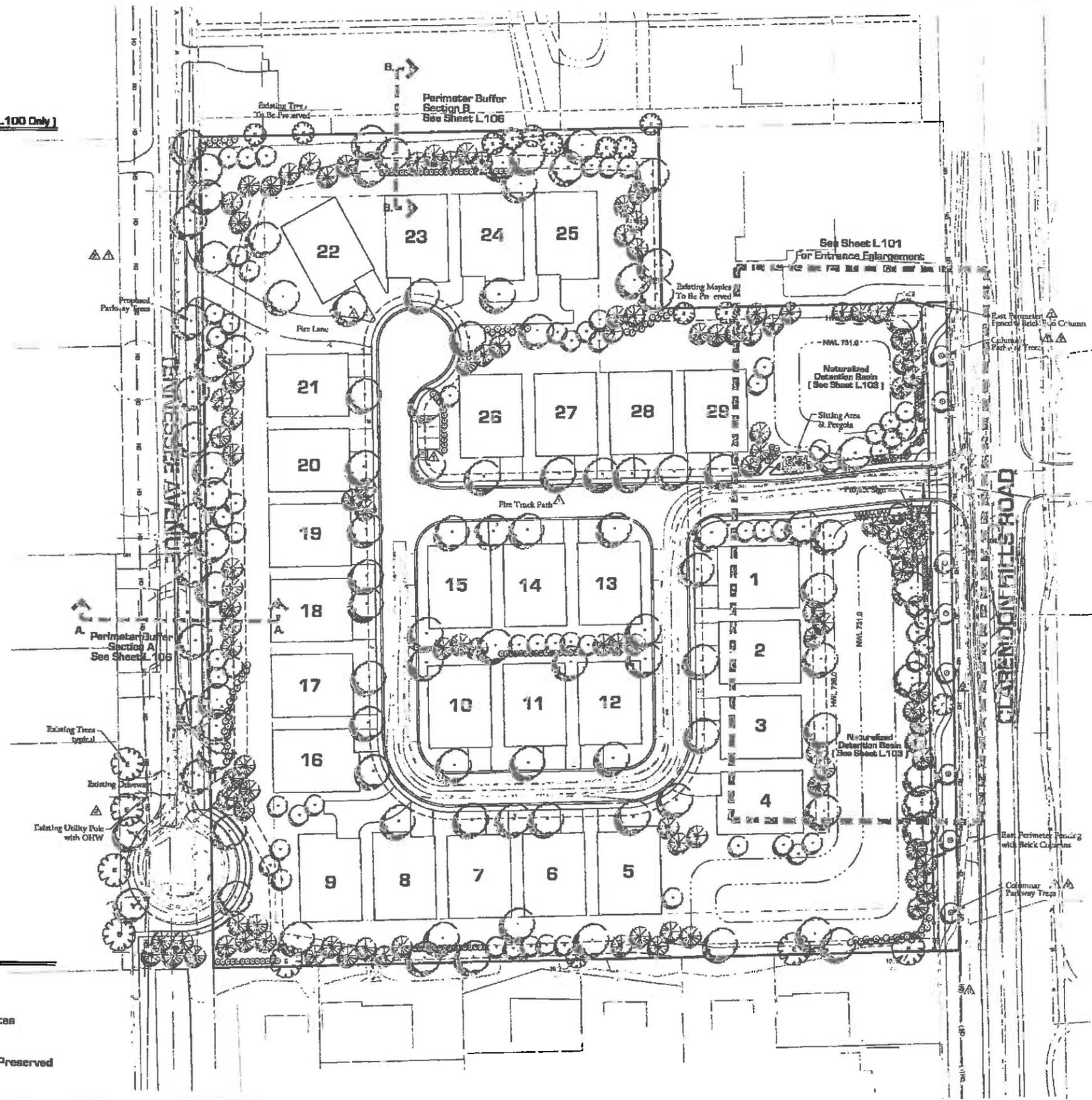
drawn by:  
 checked by:  
 project no.: **25036**  
 sheet no.:

**PLANT MATERIAL LEGEND:** (Sheets L.100 Only)

- Columnar Parkway Tree, 3" Caliper
- Parkway Trees, 3" Caliper
- Shade Trees, 3" - 4" Caliper
- Ornamental Trees, 6' - 10' m/e
- Evergreen Tree, 8' tall
- Evergreen Shrubs, 24" wide
- Deciduous Shrubs, 36" tall  
Dwarf Varieties, 18" tall
- Perennials & Grasses, 1 Gal.
- Cluster Mailbox Location
- Existing Trees - To Be Preserved  
see sheet TS.100



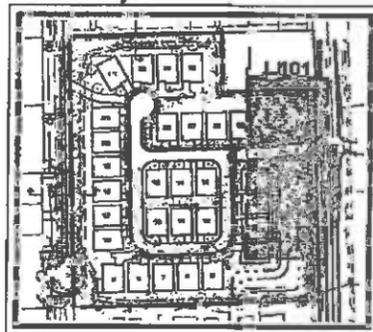
- Notes:**
- See Sheet L.102 for a Preliminary Plant Material List
  - See Sheet L.104 for Typical House Landscape Plans
  - See Sheet L.102 for Planting Details and Construction Notes
  - See Sheet L.103 for Turf Establishment Limits
  - See Sheet TS.100 for an Inventory of Existing Trees to be Preserved



**PLANT MATERIAL LEGEND :** (Sheets L101 Only)

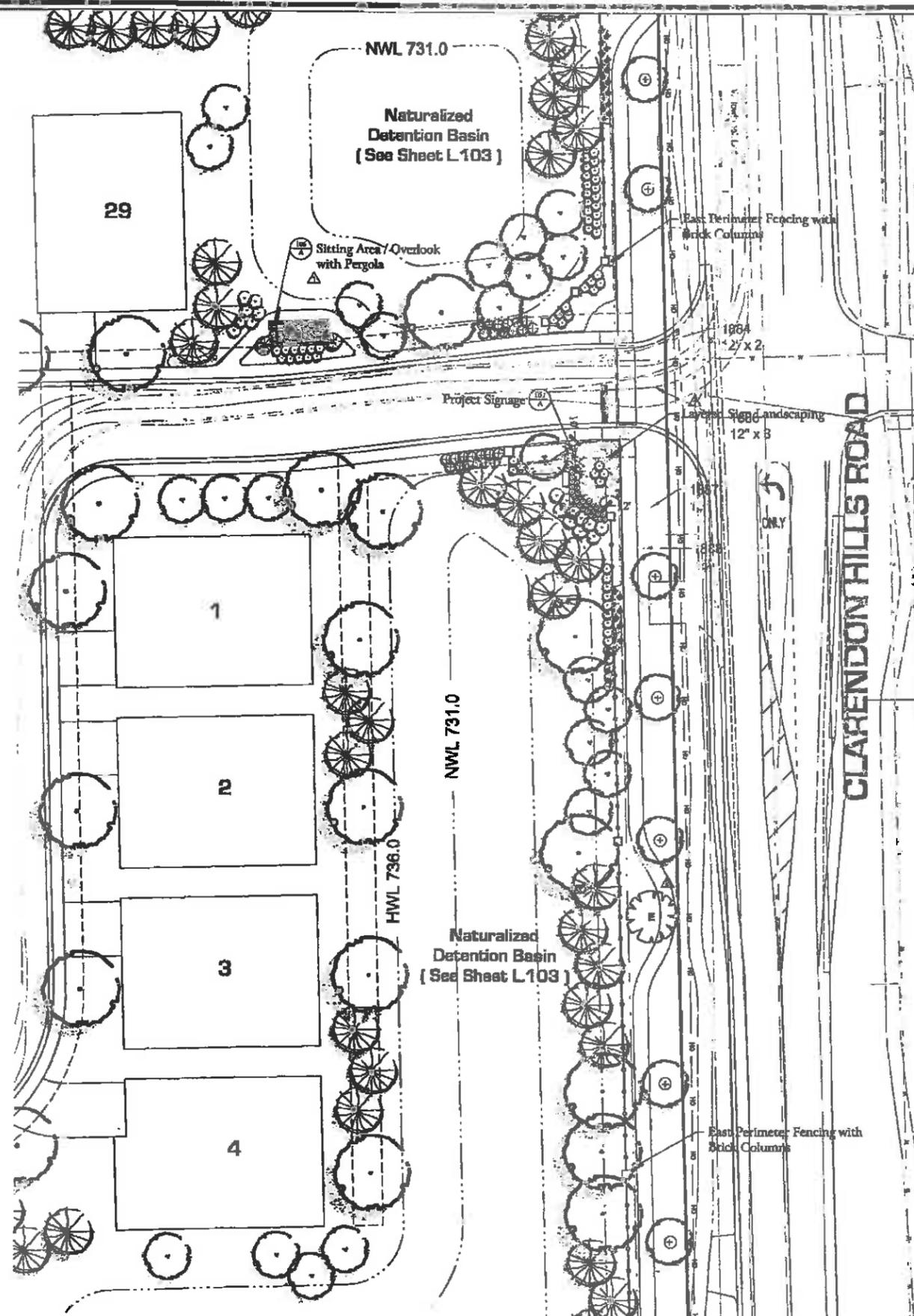
-  Columnar Parkway Trees, 3" Caliper
-  Parkway Trees, 3" Caliper
-  Shade Trees, 3" - 4" Caliper
-  Ornamental Trees, 6' - 10' m/e
-  Evergreen Trees, 8' tall
-  Evergreen Shrubs, 24" wide
-  Deciduous Shrubs, 36" tall  
Dwarf Varieties, 18" tall
-  Perennials & Grasses, 1 Gal.
-  Cluster Mailbox Location
-  Existing Trees - To Be Preserved  
see sheet TS.100

**Sheet Key :**



**Notes :**

- See Sheet L102 for a Preliminary Plant Material List
- See Sheet L104 for Typical House Landscape Plans
- See Sheet L102 for Planting Details and Construction Notes
- See Sheet L103 for Turf Establishment Limits
- See Sheet TS.100 for an Inventory of Existing Trees to be Preserved



Land Planning  
Landscape Architecture  
Environmental Site Design

500 N. JONSON ST., SUITE 100, WILLOWBROOK, IL 60097

project:  
**Hinsbrook Club**

Willowbrook, Illinois

sheet description:  
**Entrance Enlargement Plan**



North arrow pointing up. Scale: 1" = 20'0"

revision:	
original issue date:	25 January 2018

drawn by:	
checked by:	
project no.:	25036
sheet no.:	L101

L101





**PLANT MATERIAL LEGEND :** [ Sheets L-104 Only ]



**Shade Trees, 2.5" - 3" Caliper**

- |                      |                      |
|----------------------|----------------------|
| Austrian Horn Maple  | Chinquapin Pear      |
| Common Nuthatch      | Summit White Oak     |
| Slip Elm             | Redward Arrow Linden |
| Kentucky Coffee Tree | Greenleaf Linden     |

**Ornamental Trees, 8" m/s or 3" Caliper**

- |                    |                    |
|--------------------|--------------------|
| River Birch        | Whitebeam          |
| Prickly Pine Quail | Apple Serviceberry |
| Red Jewel Crab     | Japanese Blueberry |

**Large Evergreen, 8' tall**

- |                |                  |
|----------------|------------------|
| Norway Spruce  | Colorado Spruce  |
| Douglas Spruce | Canadian Hemlock |

**Upright Evergreens, 6' - 8' tall**

- |                         |                          |
|-------------------------|--------------------------|
| Black Arbutus           | Fabulous Upright Juniper |
| Spartan Upright Juniper | Ice An Arbutus           |

**Evergreen Shrubs, 18" - 24" wide**

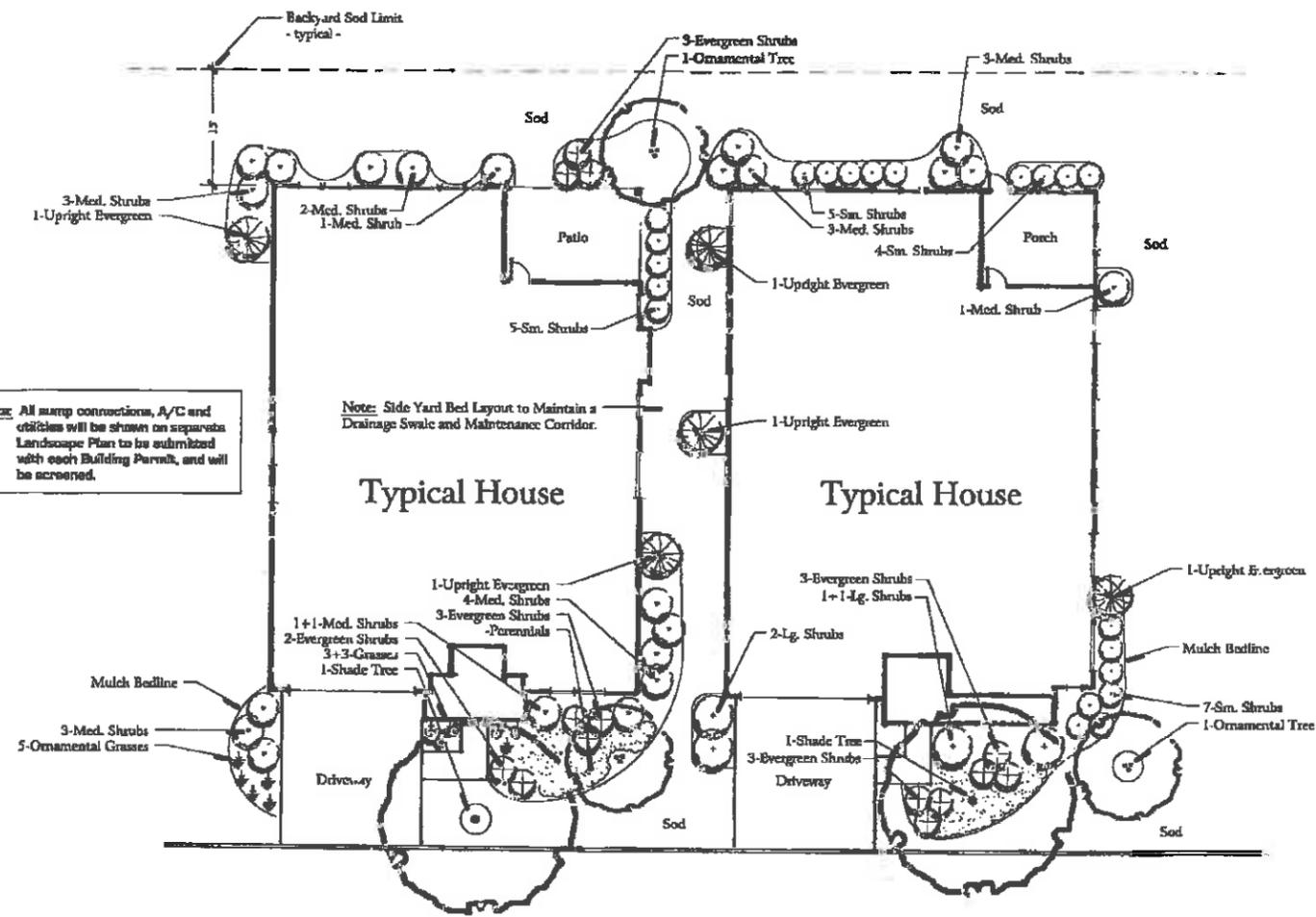
- |                        |                        |
|------------------------|------------------------|
| Orange Yew             | Green Velvet Boxwood   |
| Kelley Compact Juniper | Right Buxus (Vernonia) |

**Deciduous Shrubs, 18" - 36" tall**

- |                    |                     |
|--------------------|---------------------|
| Northern Raspberry | Gold Burst          |
| Black Chokeberry   | Gauguin Sunset      |
| Redwing Dogwood    | Vibrantia Var.      |
| Florida Hydrangea  | Shrub Rose Var.     |
| Texas Boyes Globe  | Strawberry Spice    |
| GM. Alpha Camelia  | The Bush Honeyshade |
| Cherry Blossom     | ML 15M Lime         |
| Arctostaphylos     | ML 5 w. varieg.     |

**Perennials & Grasses, 1.5ft.**

- |                   |                   |
|-------------------|-------------------|
| Black Eye Susan   | Shrub Rose        |
| Purple Coneflower | Prairie Dropseed  |
| Summer Sage       | Festive Red Grass |
| Blue Chert        | Northern Sea Dune |
| Dayly Sp.         | Autumn Moor Grass |



**Note:** All ramp connections, A/C and utilities will be shown on separate Landscape Plan to be submitted with each Building Permit, and will be screened.

**Note:** Side Yard Bed Layout to Maintain a Drainage Swale and Maintenance Corridor.

**CONSTRUCTION NOTES :**

- Sod all lot turf areas as noted with an approved blend of improved Kentucky Bluegrass Sod with a mineral soil back.
- Fine grading shall provide slopes which are smooth and continuous. Positive drainage shall be provided in all areas.
- Prior to turf installation all areas shall be fertilized with a 18-18-18 granular fertilizer at a rate of 400 lbs. per Acre.
- Prepare perennial, ornamental grass, groundcover and annual flower beds with 1 CV. mushroom compost per 100 SF, rototilled to an 8" depth.
- Mulch all trees, shrubs, perennials & small grass beds with a minimum of three inches shredded hardwood bark mulch.
- Mulch all groundcover and annual beds with minimum of one inch plastic film.
- All bed lines and tree anchors require a 4" deep rigid edge before an lawn and sod areas.
- All evergreen (conifer) trees and shrubs must be grown in a natural shape - and 100% observed.
- Plant material sizing, branching and ball size shall conform to the "American Standards for Nursery Stock" (ANSI) published by the American Association of Nurserymen, Inc.
- Plant material shall be maturely grown and be either balled and burlapped or container grown. Ball and spreads on plants that represent minimum requirements.
- Quantity lists are supplied as a convenience. Contractor shall verify all quantities, and in case of a discrepancy, the plan shall prevail.
- The Landscape Contractor shall adjust plant locations in field to maintain appropriate spacing from fire hydrants, light poles, all utility structures, driveways and sidewalks. Approval of the Landscape Architect is required when field adjustments to be implemented do not conform to the intent of the plans.
- Contractor shall report any discrepancies in the field to the Landscape Architect and/or Owner.
- The Landscape Contractor shall verify locations of all underground utilities prior to digging. It is required to Contact ILLISE (1.800.892.0122), and any other public or private agency necessary for utility location 48 hours prior to construction.
- Where underground utility exists, all field adjustments must be approved by the landscape architect.
- The Landscape Contractor shall water plant material, seed and sod areas until the plants have become adequately established and until final acceptance by the owner. Owner to provide all supplemental watering and proper care and maintenance of all plant materials, seed and sod areas until acceptance of Landscape Contractor's work.
- No plants are to be changed or substituted without the approval of the Landscape Architect.
- Landscape Contractor shall maintain all material and labor for a period of one year from the date of final acceptance and shall repair any defects and replace all dead plant material as required during the warranty period.

**Note:** Adjacent common area trees, evergreens and ornamentals are not shown on this exhibit. See Common area landscape plans for additional plantings.

**Note:** Typical Home Planting Plans show the ground level of landscaping, plant material selections and design intent. Final Plans will be adjusted as required for unit mix, front and sideyard setback requirements, and will be submitted with each building permit. **A**

**A Typical Home Landscape Plans**

scale: 1" = 10'0"



Land Planning  
Landscape Architecture  
Environmental Site Design

**Hinsbrook Club**

Willowbrook, Illinois

**Preliminary Prototypical House Planting Plans**



revision:	1	250316	Per Village Planner
original issue date:	25 January 2016		
drawn by:			
checked by:			
project no.:	250316		
sheet no.:			

project:

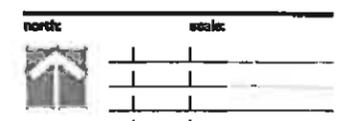
**Hinsbrook  
Club**

Willowbrook, Illinois

sheet description:

**Preliminary  
Signage &  
Site Details**

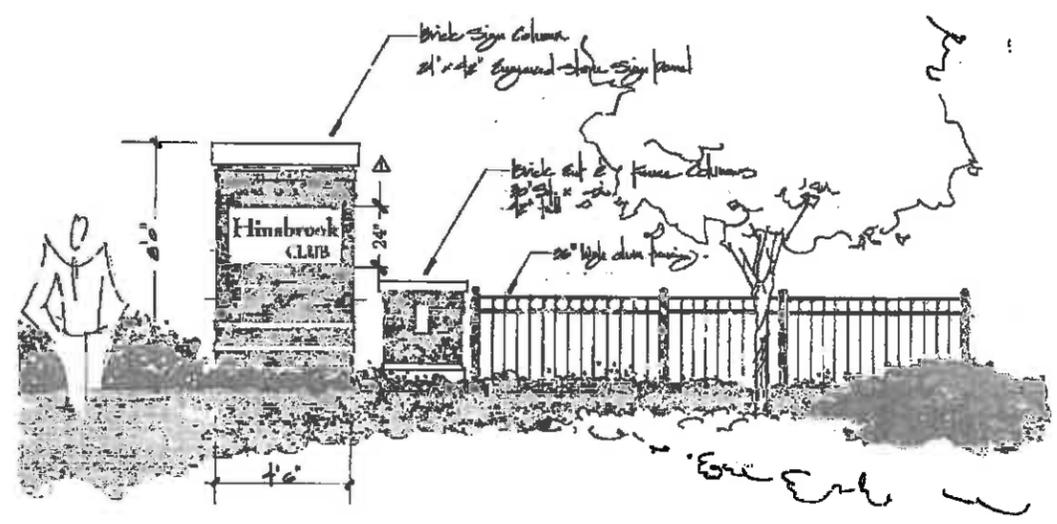
owner:



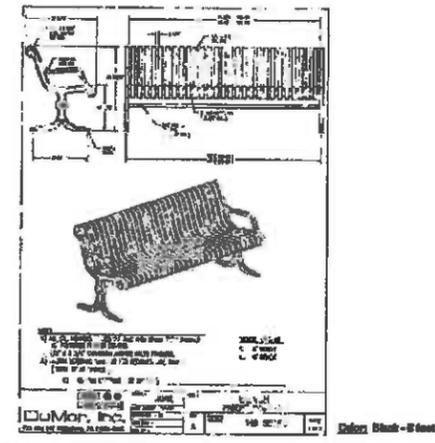
revisions:  
 1. 2/24/2018 | Per Village Order  
 2. 2/24/2018 | Per Village Order

original issue date: **25 January 2018**

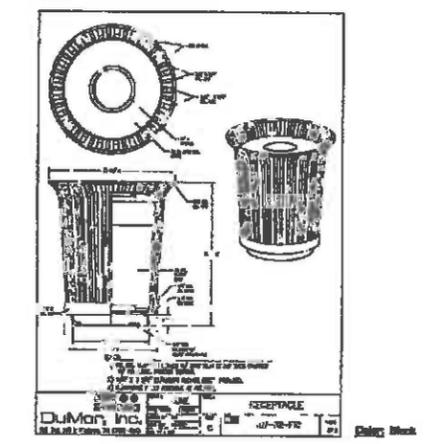
drawn by:  
 checked by:  
 project no: **25036**  
 sheet no:



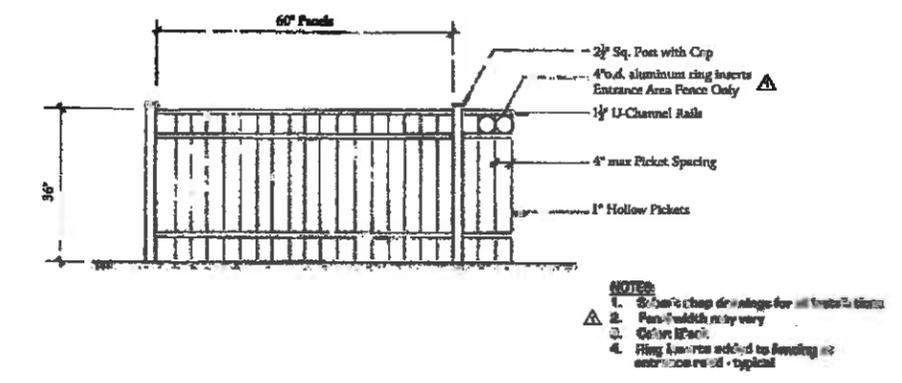
**A** Monument Sign Elevation



**C** Bench Detail



**D** Trash Receptacle



**E** Entrance Fencing Detail

- NOTES:**
1. Show change drawings for all trades items
  2. Post heights may vary
  3. Color Black
  4. Ring hardware added to fencing at entrance road - typical



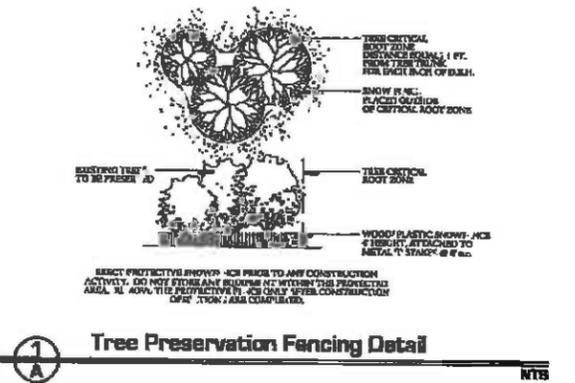
**EXISTING TREE INVENTORY:**

Tree ID	Species	DBH (in)	Height (ft)	Condition	Notes
1	Red Maple	12	25	Good	
2	White Oak	15	30	Fair	
3	Red Oak	10	20	Good	
4	Black Oak	18	35	Poor	
5	White Oak	14	28	Good	
6	Red Maple	11	22	Fair	
7	Black Oak	16	32	Good	
8	Red Oak	13	26	Fair	
9	White Oak	17	34	Good	
10	Black Oak	19	38	Poor	
11	Red Maple	12	25	Good	
12	White Oak	15	30	Fair	
13	Red Oak	10	20	Good	
14	Black Oak	18	35	Poor	
15	White Oak	14	28	Good	
16	Red Maple	11	22	Fair	
17	Black Oak	16	32	Good	
18	Red Oak	13	26	Fair	
19	White Oak	17	34	Good	
20	Black Oak	19	38	Poor	
21	Red Maple	12	25	Good	
22	White Oak	15	30	Fair	
23	Red Oak	10	20	Good	
24	Black Oak	18	35	Poor	
25	White Oak	14	28	Good	
26	Red Maple	11	22	Fair	
27	Black Oak	16	32	Good	
28	Red Oak	13	26	Fair	
29	White Oak	17	34	Good	
30	Black Oak	19	38	Poor	

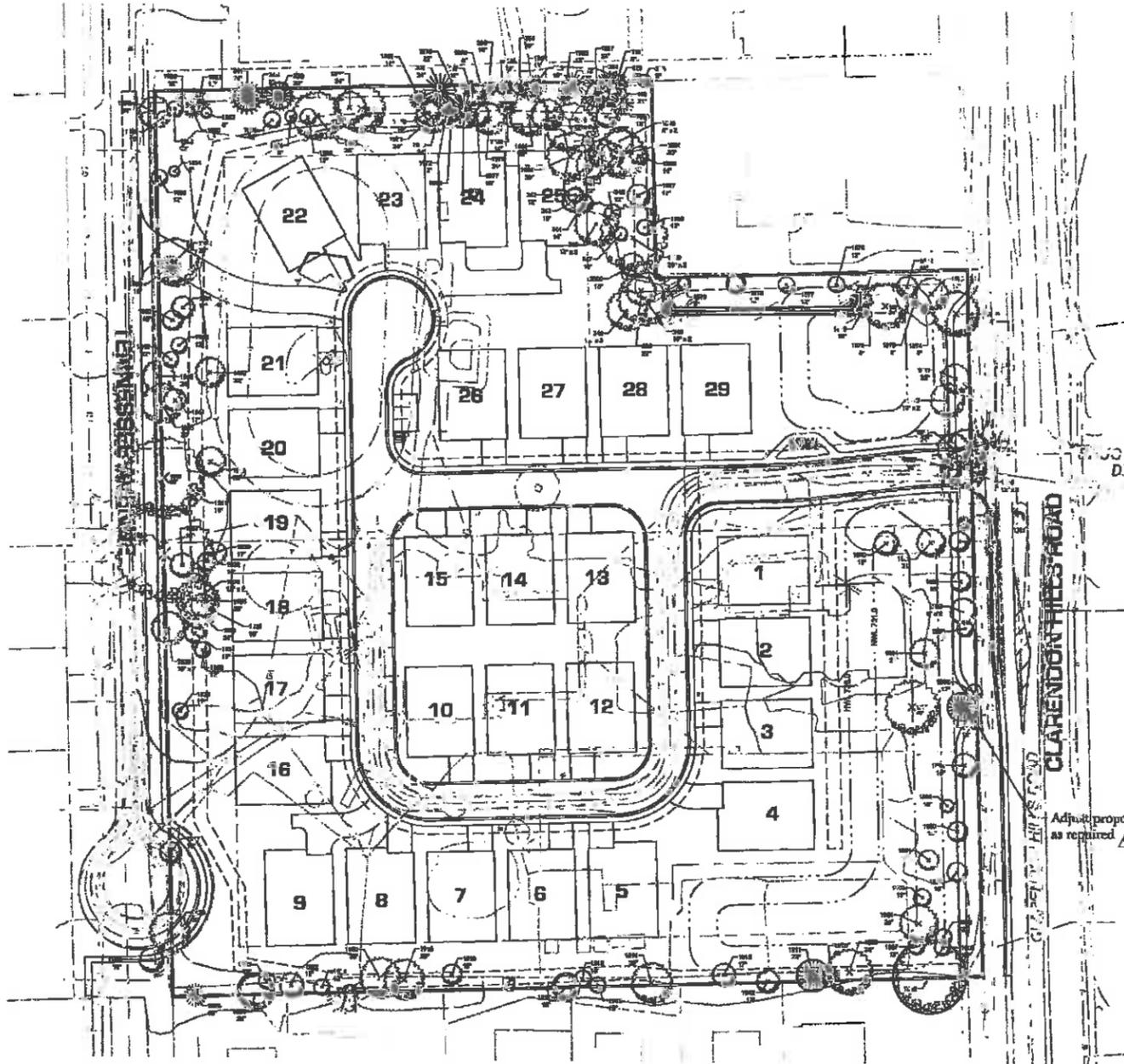
**CONDITION RATINGS:**

Rating	Description	General Criteria
1 Excellent	The tree is typical of the species and has less than 20% deadwood in the crown that is attributable to normal causes, has no other observed problems, and requires no remedial action.	
2 Good	The tree is typical of the species and/or has less than 20% deadwood in the crown, only 1 or 2 minor problems that are easily corrected with normal care.	
3 Fair	The tree is typical of the species and/or has less than 40% deadwood in the crown, only 1 or 2 minor problems that are not immediately lethal to the tree and no significant decay or structural problems, but the tree may have remedial care above normal care in order to minimize the impact of future stress and to ensure continued health. The tree is not typical of the species and/or has over 50% deadwood in the crown, minor decay or structural problems, is hazardous or is severely involved with branches, diseases, or other problems that even if aggressively corrected would not result in the long term survival of the tree.	
4 Poor	The tree is not typical of the species and/or has over 50% deadwood in the crown, minor decay or structural problems, is hazardous or is severely involved with branches, diseases, or other problems that even if aggressively corrected would not result in the long term survival of the tree.	
5 Dead	Less than 10% of the tree shows signs of life.	

- TREE PRESERVATION NOTES:**
- Tree Removal Permit Required: A tree removal permit shall be required for the removal of any tree in the woodland. No person shall, directly or indirectly, remove, damage or destroy a woodland without having obtained a TRP.
  - The Owner or his/her designee shall be responsible for construction and maintenance of temporary fencing or other tree protection measures, to be used during construction.
  - Stave fencing shall be temporarily installed at the critical root zone for protection of trees prior to any construction activities, and maintained throughout the entire project. The Critical Root Zone = depth of root (1") for each one inch (1") of trunk diameter measured 4.5 feet above ground. See detail A.
  - Grading and construction equipment shall be forbidden from encroaching within the drip line of a tree.
  - No construction activity, movement, and/or placement of equipment or materials or spoils storage shall be permitted within the critical root zone of a protected tree or at any higher location where discharge toward the tree could conceivably affect the health of the tree. No excess soil, additional fill, liquids or construction debris shall be placed within the critical root zone of a protected tree.
  - No attachments, fences, or wires, other than those approved for bracing, guying or wrapping, shall be attached to trees during the construction period.
  - Grade change shall be allowed under the drip line of any trees if maintained for preservation only if tree trunk and branches are protected when construction must occur within the drip line area.
  - To improve the survival rate of trees, root pruning and/or thinning shall be performed in accordance with industry standards and practices and where indicated on the plans.



**Tree Preservation Fencing Detail**



- LEGEND:**
- Existing Tree & Tag No.
  - Existing Tree - To Be Saved
  - Existing Tree - To Be Removed
  - Root Pruning
  - Tree Preservation Fencing

**TREE SURVEY DATE:**  
 Existing tree survey and tagging completed by Signature Design Group December 29, 2018. Location Survey and plan prepared by V2 Companies.

Survey prepared by me, or under my direct supervision, Greg G. Begen, F.L.A. Illinois Lic. 157-000707.



Land Planning  
 Landscape Architecture  
 Environmental Site Design

**Hinsbrook Club**

Willowbrook, Illinois

**Existing Tree Survey**



Scale: 1" = 50'

North Arrow	Scale: 1" = 50'
Revision 1	25 January 2018
Revision 2	
Revision 3	
Revision 4	
Revision 5	

Drawn by: \_\_\_\_\_  
 Checked by: \_\_\_\_\_  
 Project No: 25036  
 Sheet No: TS.100



EST. 1960

# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

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

May 02, 2016

**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**

Mark Shelton

**Director of Finance**

Carrie Dittman

CARUSO, ROBERT  
365 65TH ST  
WILLOWBROOK, IL 60527

Re: Account 352705.006  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 1,211.55. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before May 23, 2016, 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 do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik  
Director of Municipal Services



Proud Member of the  
Illinois Route 66 Scenic Byway



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Mark Shelton

**Director of Finance**

Carrie Dittman

May 02, 2016

CHISHACK  
C/O: JOHN BOBAK  
301 75TH ST  
WILLOWBROOK, IL 60527

Re: Account 410055.002  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 156.11 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 May 23, 2016, will result in the immediate termination of your water service.

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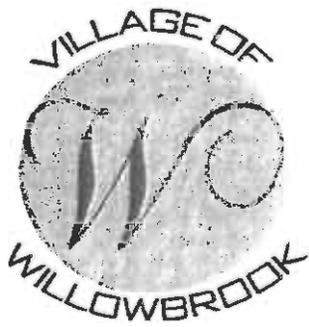
If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik  
Director of Municipal Services



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**Director of Finance**

Carrie Dittman

May 02, 2016

DEERING, LISA  
21 PORTWINE RD  
WILLOWBROOK, IL 60527

Re: Account 350225.003  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 204.26. 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 May 23, 2016, will result in the immediate termination of your water service.

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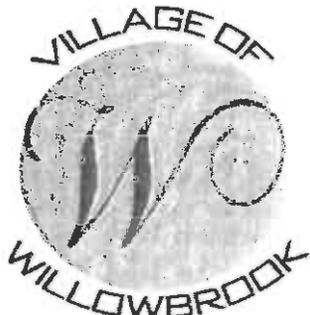
If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik  
Director of Municipal Services



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EST. 1960

# Willowbrook

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May 02, 2016

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**Chief of Police**

Mark Shelton

**Director of Finance**

Carrie Dittman

DICKMAN, MARGARET  
5847 HOLMES AVE  
CLARENDON HILLS, IL 60514

Re: Account 353000.000  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 115.35. 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 May 23, 2016, will result in the immediate termination of your water service.

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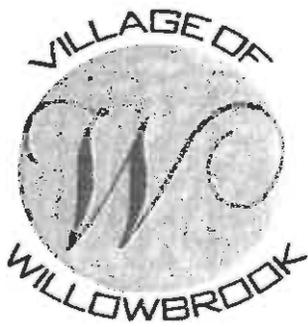
If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik  
Director of Municipal Services



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EST. 1960

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Carrie Dittman

May 02, 2016

GROSSI, NICHOLAS  
5925 BENTLEY AVE  
WILLOWBROOK, IL 60527

Re: Account 352285.001  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 336.49. 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 May 23, 2016, will result in the immediate termination of your water service.

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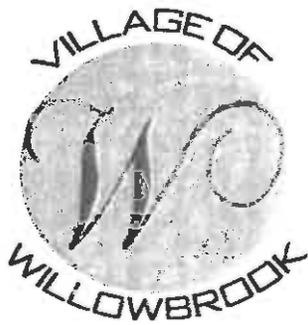
If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik  
Director of Municipal Services



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Illinois Route 66 Scenic Byway



EST. 1960

# Willowbrook

835 Midway Drive  
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Mark Shelton

**Director of Finance**

Carrie Dittman

May 02, 2016

O'TOOLE, KATHLEEN  
25 CLUBSIDE DR  
WILLOWBROOK, IL 60527

Re: Account 350055.007  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 115.35. 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 May 23, 2016, will result in the immediate termination of your water service.

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

Sincerely,

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Director of Municipal Services



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Carrie Dittman

VAYALIL, JACOB  
351 WILLOWOOD LN  
WILLOWBROOK, IL 60527

Re: Account 352585.004  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 455.19. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before May 23, 2016, will result in the immediate termination of your water service.

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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



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EST. 1960

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**Chief of Police**

Mark Shelton

**Director of Finance**

Carrie Dittman

May 02, 2016

VORDING, MATT  
308 CHATELAINE CT  
WILLOWBROOK, IL 60527

Re: Account 351090.003  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 153.65. 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 May 23, 2016, will result in the immediate termination of your water service.

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services



Proud Member of the  
Illinois Route 86 Scenic Byway



EST. 1960

# Willowbrook

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**Chief of Police**

Mark Shelton

**Director of Finance**

Carrie Dittman

WIRT, GARY  
2132 N FREMONT ST  
CHICAGO, IL 60614

Re: Account 351010.001  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 106.18. 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 May 23, 2016, will result in the immediate termination of your water service.

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

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

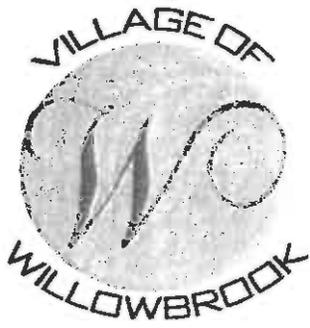
If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik  
Director of Municipal Services



Proud Member of the  
Illinois Route 66 Scenic Byway



EST. 1960

# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

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

**Mayor**

Frank A. Trilla

**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**

Mark Shelton

**Director of Finance**

Carrie Dittman



Proud Member of the  
Illinois Route 66 Scenic Byway

May 02, 2016

WORLDWIDE TRANSMISSION GROUP  
C/O: VALVE BODY CONNECTION  
585 EXECUTIVE DR  
WILLOWBROOK, IL 60527

Re: Account 410210.004  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 382.98. 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 May 23, 2016, will result in the immediate termination of your water service.

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

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

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

Public Hearing 16-02: 7806 Clarendon Hills Road

**AGENDA NO.**

7

AN ORDINANCE GRANTING A VARIATION TO REDUCE A REAR YARD SETBACK IN AN R-2 ZONING DISTRICT FOR A SUNROOM ADDITION - PC 16-02: 7806 CLARENDON HILLS ROAD

**AGENDA DATE:** 5/23/16**STAFF REVIEW:** Jo Ellen Charlton, Planning Consultant**SIGNATURE:****LEGAL REVIEW:** Tom Bastian, Village Attorney**SIGNATURE:****RECOMMENDED BY:** Tim Halik, Village Administrator**SIGNATURE:****REVIEWED & APPROVED BY COMMITTEE:** YES  NO  N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

The subject property is located on the west side of Clarendon Hills Road with frontage on both Clarendon Hills Road and Sugarbush to the west. Most homes in this block front on Clarendon Hills Road, with their rear yards "facing" Sugarbush, so that people that live on the west side of Sugarbush look across their front yards to the rear yards of these homes.

The subject property was constructed in compliance with all Village Codes, including the increased front yard setback from Clarendon Hills Road of 70'. While the existing home also meets the minimum rear yard setback, it does not leave room to add any reasonably sized sunroom addition. A 12'x14' sunroom addition is proposed. The owner to the north of the subject property, on the other hand, received a front yard setback variation to move their home closer to Clarendon Hills Road so they could have a larger rear yard. Other "rear yard" improvements in this block include pools and other accessory structures that are closer to the rear lot line as permitted by the Zoning Ordinance.

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

As part of the review of this case, staff determined that the applicant's rear yard included raised garden and retaining wall improvements that had been constructed over the rear lot line into the public right-of-way. The applicants removed these improvements and has temporarily stacked and stored the material in their rear yard until they know what's happening with the sunroom.

The Plan Commission conducted the public hearing for this case on May 4, 2016. At that hearing, all 7 members of the Plan Commission were in attendance. Two residents provided testimony during the hearing. Both commented about the poor appearance of the rear yard and that it had been that way for a long time. One commented that they didn't oppose the sun room addition because it would look better than the garden. They would oppose anything other than the sunroom.

Staff confirmed that there was no evidence of complaints being received by the Village, and the applicant said he was unaware anyone had issues with his back yard. He further commented that he had talked to neighbors on both sides and that they felt the addition would raise their property values.

The Plan Commission acknowledged that the situation of front yards on the west side of Sugarbush looking into rear yards on the east side presents a unique set of challenges, but that there are code enforcement procedures for handling property maintenance issues. They should not be considered as part of a rear yard setback variation request. A motion by Commissioner Remkus to recommend approval of the variation was seconded by Commissioner Lacayo and unanimously approved by the Plan Commission.

**ACTION PROPOSED:**

May 23, 2016: Consider attached Ordinance.

ORDINANCE NO. 16-0-\_\_\_\_\_

AN ORDINANCE GRANTING A VARIATION TO REDUCE A REAR YARD SETBACK  
IN AN R-2 ZONING DISTRICT FOR A SUNROOM ADDITION

PC 16-02: 7806 CLARENDON HILLS ROAD

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**WHEREAS**, on or about March 1, 2016, Greg Taylor, as property owner and applicant ("APPLICANT"), filed an application for approval of a variation for the property legally described in Exhibit A attached hereto, which is, by this reference, incorporated herein ("SUBJECT REALTY"), to construct a sunroom addition within twenty-three feet (23') of a rear lot line when thirty feet (30') is required (the "IMPROVEMENT"); and

**WHEREAS**, Notice of Public Hearing on said variation was published in the Suburban Life Newspaper on or about March 18, 2016, all as required by the statutes of the State of Illinois and the ordinances of the Village of Willowbrook; and,

**WHEREAS**, a Public Hearing was conducted by the Plan Commission of the Village of Willowbrook on April 6, 2016, pursuant to said Notice, all as required by the statutes of the State of Illinois and the ordinances of the Village of Willowbrook; and,

**WHEREAS**, at said Public Hearing, the applicant provided testimony in support of the proposed variation to the Village of

Willowbrook Zoning Ordinance, and all interested parties had an opportunity to be heard; and,

**WHEREAS**, the Plan Commission forwarded its recommendation, including its Findings of Fact regarding the requested variation, to the Mayor and Board of Trustees on or about May 9, 2016, a copy of which is attached hereto as Exhibit "B" which is by this reference, made a part hereof.

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

**SECTION ONE:** The recitals set forth in the preamble are hereby incorporated herein by reference and made a part of this Ordinance.

**SECTION TWO:** 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 THREE:** That pursuant to Section 9-14-4 of the Village Code, the following variation from the provisions of the Zoning Ordinance be and the same is hereby granted:

- A. That Section 9-5B-3(D)4 be varied to reduce the required rear yard setback from thirty feet (30') to twenty three feet (23.3') to accommodate a twelve foot by fourteen foot (12'x14') addition on the rear of an existing principal structure located in an R-2 Single Family Residence District.

**SECTION FOUR:** That the relief granted in Section Three is for the purpose of facilitating the Improvement defined herein, and is expressly conditioned upon the following:

1. The setback variation shall be null and void if construction of the proposed Improvement is not commenced within eighteen (18) months of the date of any approval of the variation by the Village Board.

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

**PASSED and APPROVED** this 23<sup>rd</sup> day of May, 2016.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:

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

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

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

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

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

The property is legally described as follows:

OF LOT 1 IN SUGARBUSH SUBDIVISION, A SUBDIVISION OF PART OF LOT 3 IN ANDERMAN'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-27-410-007

ADDRESS: 7806 Clarendon Hills Road, Willowbrook, IL

Exhibit B

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

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

MEMO FROM: Chairman Daniel Kopp, Plan Commission

DATE: May 4, 2016

SUBJECT: Zoning Hearing Case 16-02: (Greg and Arlene Taylor, 7806 Clarendon Hills Road) – Petition requesting approval of a variation from section 9-5B-3(D)4 to reduce the required rear yard setback from 30' to 23' to accommodate a sunroom addition on the rear of an existing structure.

At the regular meeting of the Plan Commission held on May 4, 2016, the above referenced application was discussed and the following motion was made:

MOTION: Made by Commissioner Remkus, seconded by Commissioner Lacayo that based on the submitted petition and testimony presented, the approval of a setback variation from 30' to 23' to accommodate a 12'X14' sunroom use meets the standards for a variation setback as outlined in the staff report prepared for May 4, 2016 Plan Commission meeting and deliberated by the Plan Commission; therefore I move that the Plan Commission recommend approval of PC 16-02 subject to the following conditions:

1. The setback variation is authorized only for a 12'x14' sunroom addition.
2. The setback variation shall be null and void if construction of the proposed 12'x14' sunroom addition is not commenced pursuant to a duly issued permit within twelve (12) months of the date of any approval of the variation by the Village Board.

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

**MOTION DECLARED CARRIED**

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

**DK:jp**

MINUTES OF THE REGULAR MEETING OF THE FINANCE AND ADMINISTRATION COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, APRIL 11, 2016 AT 5:30 P.M. AT THE VILLAGE HALL, 835 MIDWAY DRIVE, WILLOWBROOK, ILLINOIS.

**1. CALL TO ORDER**

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

**2. ROLL CALL**

Those present at roll call were Trustee Gayle Neal and Director of Finance Carrie Dittman. Chairman Umberto Davi arrived at 5:35.

**3. APPROVAL OF MINUTES**

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

Motion to approve made by Trustee Neal. Motion carried.

**4. DISCUSSION – Fiscal Year 2015/16 Audit Engagement**

Director of Finance Dittman reported that in FY 2010, the Village approved a three year contract with the accounting firm of Wolf & Co. to provide audit services to the Village. After FY 2012, Wolf continued to provide audit services on a year-to-year basis. In FY 2015, Wolf was merged into another accounting firm called BKD, LLP, however it retained the same audit partner and manager that previously provided services to the Village.

BKD LLP has submitted an engagement letter to audit the Village's FY 2015/16 year-end financial statements at a cost of \$28,900, which includes the base audit fee of \$25,500 plus additional one-time fees of \$1,900 and \$1,500, respectively, to implement GASB Statement No. 68 for the IMRF pension plan and police pension plan. The overall increase over last year's fee is \$1,400, or 5%. The base audit fee decreased by a net \$300 for elimination of the TIF District audit, as the TIF was closed during the last audit period.

The committee approved the recommendation to engage BKD in a one year audit engagement, which will be presented to the Village Board at the next meeting.

**5. REPORT – Monthly Disbursement Reports – February & March 2016**

The Committee reviewed and accepted the disbursement reports for the months of February and March, respectively, and key items are highlighted below:

- Total cash outlay for all Village funds – \$843,545 & \$968,714
- Payroll for active employees including all funds - \$347,437 & \$339,053 (2 payrolls each month). The change from the prior fiscal year is a cumulative 13.6% increase, due in part to the separation payouts in August & October to 2 retiring police officers.
- Average daily outlay of cash for all Village funds – \$29,088 & \$31,249. Fiscal year to date daily average is \$38,023.
- Average daily expenditures for the General Fund - \$19,732 & \$22,134. Fiscal year to date average is \$23,568.

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

All revenues are fiscal year to date collections through March 31, 2016:

- Sales tax receipts - \$3,521,261 up 2.77% from the prior year. Trending 5.1% over budget.
- Income Tax receipts - \$827,486 up 11.25% compared to the prior year, 46.7% over budget. The budget had been reduced by 20% to plan for an anticipated reduction of funds from the State of Illinois.
- Utility tax receipts - \$893,263 down 6.54% from the prior year, 9.0% under budget, consisting of:
  - Telecomm tax - \$391,497, up 1.71%.
  - Northern IL gas - \$103,389, down 38.46%
  - ComEd - \$401,434, down 1.09%
- Places of Eating Tax receipts - \$475,717 up 4.12% compared to the prior year, trending 13.2% over budget.
- Fines - \$122,852 down 25.1% compared with the prior year, 11.84% under budget. Fines come from County distributions and also local fine tickets written by Village police officers.
- Red Light Fines – \$324,894 down 44.38% from the prior year receipts, trending 35.8% below budget. Director Dittman reported that Chief Shelton had informed her that the cameras at 75<sup>th</sup> Street and at Midway Drive were back in service as of September 27. The 63<sup>rd</sup> Street cameras went down on May 22 and are not yet operational; IDOT has not granted permission to ATS to get this intersection back online yet, however they are expected to be live during the summer.
- Building Permit receipts - \$343,859 up 2.75% from the prior year, and we have exceeded the annual budget by \$143,000.
- Water sales receipts - \$3,109,842 up 12.75% from the prior year, 1.94% above budget, attributable in part to the 12% rate increase effective 1/1/2015. Director Dittman noted that a rate increase does not necessarily equate to the same % increase in revenue as customers increase their water conservation when rates go up.
- Hotel/Motel Tax receipts - \$196,573 up 331.84% compared with the prior year, 0.1% above budget. The June 1 rate increase to 5% is now apparent beginning with the June tax payments received in July.
- Motor Fuel Tax receipts - \$202,735 down 26.33% compared with the prior year (due to the receipt of the IL Capital Bill last year), 2.6% above budget.

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

**7. VISITOR'S BUSINESS**

There were no visitors present at the meeting.

**8. COMMUNICATIONS**

There were no communications received.

**9. ADJOURNMENT**

Motion to adjourn at 6:01 p.m. was made by Trustee Neal.

(Minutes transcribed by: Carrie Dittman, 5/4/2016)

MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL SERVICES COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, FEBRUARY 8, 2016 AT THE VILLAGE HALL, 835 MIDWAY DRIVE, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

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1. CALL TO ORDER

Chairman Mistele called the meeting to order at 5:32 PM.

2. ROLL CALL

Those present at roll call were Chairman Michael Mistele, Trustee Paul Oggerino, Administrative Intern Tiffany Kolodziej, and Village Administrator Tim Halik.

3. APPROVAL OF MINUTES

- a) After review of the draft minutes from the January 11, 2016 regular meeting of the Municipal Services Committee, Chairman Mistele made a motion to approve the minutes as presented. Trustee Oggerino seconded the motion. Motion carried.

4. DISCUSSION – Annual Landscape Fertilization Contract – Consideration of Alternative, More Environmentally Friendly, Services

Administrator Halik provided background on this topic which included a Village resident that attended the May 11, 2015 meeting of the Municipal Services Committee to express his concerns regarding the use of chemical herbicides, pesticides, and fertilizers on park properties. Halik advised that after hearing the resident's concerns and reviewing information that he had distributed to the committee, staff was directed to research the issue further and make recommendations to the committee pertaining to more environmentally friendly methods to maintain turf areas in parks and Village rights-of-ways in the future. Halik stated that this project was assigned to Administrative Intern Tiffany Kolodziej, and that she had completed much research on the subject and is prepared to present her findings along with a staff recommendation. Ms. Kolodziej advised that the Village currently pays approximately \$20,000 a season to the company TruGreen to provide chemical based turf management services. Research into more organic type turf control methods has revealed a focus on soil health and the gradual reduction of chemical products. Chairman Mistele stated that he would encourage that the Village try organic products and that the public be made aware of our attempts to "go green." Ms. Kolodziej was in agreement and stated that staff is also considering a possible vendor booth at our upcoming 5K Fun Run to promote the "Go Green" concept. Ms. Kolodziej advised that three (3) vendors, including our current vendor TruGreen, were identified to provide proposals for a more organic based program. Ms. Kolodziej provided a general description of the details of the program. Our current vendor provided two proposals – one being a strictly organic based program, and the other being an alternative chemical based program with reduced application frequencies. A second vendor, Dig Right In, is a current member of the Illinois Landscape Contractors Association. The third vendor, Pure Prairie Organics, submitted the low proposal and has been the most responsive throughout the staff review process. Their price proposal to conduct an organic blended program, and a purely organic program at Community Park, was lower than our current TruGreen chemical based cost. Chairman Mistele recommended that staff consider a renewal option in the contract for the selected vendor since transitioning from a chemical based program to an organic based program may require

more than one season. Halik thanked Ms. Kolodziej for all her hard work on this project and advised the Committee that the topic would now be discussed with the Parks & Recreation Commission. Staff hopes that a decision can be made to allow for the new vendor to take over the program after the expiration of the current contract on April 30, 2016.

5. DISCUSSION – 2016 Parkway Tree Trimming Program –Review of Submitted Proposals

Administrator Halik reminded the committee that the public works department in the past has attempted to trim about a quarter or a fifth of all parkway trees a year, so all trees would be trimmed on a four to five year rotation schedule. However, in recent years, the department has hired arborists to trim individual areas or subdivisions on an as-need basis. Therefore, the needed trimming is still performed, but not on a regular basis as we have done in the past. Halik recommended that for 2016 the department return to a competitive bidding process for regional tree trimming services. As such, Requests for Proposals were distributed on January 12, 2016. The deadline to submit completed proposals was Tuesday, February 2nd at 12:00 Noon. Five (5) proposals were received with the low proposal being submitted by NJ Ryan Tree & Landscape in DeKalb in the amount of \$27,463. The FY 2015/16 Budget includes funding to conduct a Parkway Tree Trimming Program within the south, central, and east quadrants of town. Halik advised that this program also includes a Private Participation provision. Under this provision, Willowbrook residents can request that the awarded contractor perform tree maintenance work on private property at the unit prices set within the bid document. This is an opportunity for residents to potentially save money by utilizing the Village's contractor and guaranteed pricing. The agreement for this work would be entirely between the contractor and the resident. Letters will be sent to residents explaining the process prior to the start of work. NJ Ryan provided a list of municipal references including the Villages of Woodridge, Downers Grove, Addison, and Riverside. Staff received positive comments from all municipal references provided. The company has certified arborists on staff. Halik advised that staff recommends the proposal submitted by NJ Ryan Tree & Landscape be accepted. If approved by the Village Board on February 8, 2016, the project would commence in February and be completed by April. The Committee was in agreement.

6. REPORT – Municipal Services Department

- a. Administrator Halik reviewed the monthly permit activity report for the month of January 2016. In that month, the Village received a total of \$9,450.31 in permit revenue. Halik advised that in total for the first nine months of fiscal year 2015/16, the Village has received approximately 151% of the anticipated FY2015/16 budgeted revenue.
- b. Administrator Halik shared the water system pumpage report for December 2015. The report indicates that the Village pumped 27,194,000 gallons of water in the month, bringing the total amount pumped for the first eight months of the fiscal year to 245,550,000 gallons. Halik stated that we have pumped about 2% more water so far this year as compared to the same time frame last year. Halik shared that we are on track in reaching our estimated pumpage projection of 350,000,000 gallons.
- c. Administrator Halik advised that, in Garrett Hummel's absence, he had found a monthly data report from the scavenger vendor, Republic Services. This report contains information pertaining to the tons of refuse and recyclable material collected by the scavenger in Willowbrook each month. Halik advised that he thought this information may be useful to the Committee and would include copies of this monthly report in future committee packets.

7. VISITOR'S BUSINESS

(None)

8. COMMUNICATIONS

(None)

9. ADJOURNMENT

Motion to adjourn was made by Trustee Oggerino and seconded by Chairman Mistele. The meeting was adjourned at 6:00 PM.

(Minutes transcribed by: Tim Halik, 5/5/16)

MINUTES OF THE REGULAR MEETING OF THE PARKS AND RECREATION COMMISSION  
HELD ON TUESDAY, APRIL 5, 2016, AT THE VILLAGE HALL, 835 MIDWAY DRIVE,  
WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Chairman Cobb called the meeting to order at the hour of 7:02 p.m.

2. ROLL CALL

Those present at roll call were Chairman Richard Cobb, Commissioners Lorraine Grimsby, Ron Kanaverskis, Laurie Landsman, Robert Pionke, Rene Schuurman, and Doug Stetina.

ABSENT: At time of Roll Call – Commissioner Carol Lazarski

Also present were Temporary Interim Superintendent of Parks and Recreation John Fenske and Administrative Intern Tiffany Kolodziej.

A QUORUM WAS DECLARED

3. APPROVAL OF MINUTES – MARCH 1, 2016

The Commission reviewed the March 1, 2016 minutes.

MOTION: A Motion was made by Commissioner Landsman and seconded by Commissioner Grimsby to approve the March 1, 2016 minutes as presented.

ROLL CALL VOTE: AYES: Chairman Cobb, Commissioners Grimsby, Kanaverskis, Landsman, Pionke, Schuurman, and Stetina. NAYS: None. ABSENT: Commissioner Lazarski.

MOTION DECLARED CARRIED

\*\*\*NOTE: Commissioner Lazarski arrived at 7:05 p.m.

4. PRESENTATION – ORGANIC TURFCARE PROGRAM VENDORS

Chris Borisek, Pure Prairie Organics; and Jeff Swaro, Dig Right In; gave presentations on their companies and organic lawn care services.

After presentations were concluded, the consensus of the Commission was to use the blended approach recommended by Pure Prairie Organics.

5. DISCUSSION – SPECIAL EVENT UPDATES/PLANNING

a. Easter Egg Hunt – March 26, 2016

Interim Superintendent Fenske thanked Commissioners Pionke, Schuurman, Grimsby, and Lazarski, and Trustee Sue Berglund for their assistance in the egg hunt. Two police explorers and five students from Hinsdale South Key Club also helped with the event. Approximately 200 children and their parents were in attendance. Chick-fil-A and Jimmy Johns distributed sandwiches. Interim Superintendent Fenske advised that he sent thank you letters to Kiwanis Club, Chicken Basket, Chick-fil-A, Walgreens and Jimmy Johns.

Commissioner Pionke suggested that at future egg hunts, there should be some extra bags for the children that did not bring anything to collect the eggs.

b. 2016 5K Fun Run – May 1, 2016

Commissioner Schuurman advised that almost \$10,000 in sponsorship money has been received. CARA (Chicago Area Runners Association) has measured and certified the course. Postcards have been sent to all residents about the race and a letter will be sent to the residents that live along the race route to alert them of parking restrictions.

Commissioner Schuurman stated that 40 runners have signed up, not including the sponsor runners.

Interim Superintendent Fenske advised that there are new sponsors this year: Little Sunshine Playhouse, Meatheads, and Proforma Impressions.

c. Co-Rec Softball

Interim Superintendent Fenske stated that as of today's date, there are three less teams that have signed up.

6. DISCUSSION – ANNUAL PARK LANDSCAPE FERTILIZATION CONTRACT: CONSIDERATION OF ALTERNATIVE ENVIRONMENTALLY FRIENDLY SERVICES

See Item #4.

7. DISCUSSION – FY 2016/17 BUDGET PROCESS

Interim Superintendent Fenske related that the budget is awaiting final approval. Funds have still been placed for the Willow Pond Park project if the grant funds are released.

8. VISITORS' BUSINESS

There was no Visitors' Business.

9. COMMUNICATIONS

Interim Superintendent Fenske stated that he had received a letter from a resident in Lake Hinsdale Tower asking if the Lake Hinsdale Park can be renovated for garden plots.

Interim Superintendent Fenske advised that he met with an Eagle Scout reference a project at Ridgemoor Park.

10. ADJOURNMENT

MOTION: Made by Commissioner Stetina, seconded by Commissioner Landsman to adjourn the meeting at the hour of 8:45 p.m.

ROLL CALL VOTE: AYES: Chairman Cobb, Commissioners Grimsby, Kanaverskis, Landsman, Lazarski, Pionke, Schuurman, and Stetina. NAYS: None. ABSENT: None.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

May 3, 2016

\_\_\_\_\_  
Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

MINUTES OF THE SPECIAL MEETING OF THE PLAN COMMISSION HELD ON WEDNESDAY, APRIL 13, 2016, AT HINSDALE SOUTH HIGH SCHOOL, LITTLE THEATER, 7401 CLARENDON HILLS ROAD, CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Chairman Kopp called the meeting to order at the hour of 7:00 p.m.

2. ROLL CALL

Those present at roll call were Commissioners Lacayo, Soukup, Kaucky, Ruffolo, Vice-Chairman Wagner and Chairman Kopp. Also present were Village Planner Jo Ellen Charlton, Building Inspector Roy Giuntoli, Secretary Joanne Prible and Administrative Intern Tiffany Kolodziej. Absent: Commissioner Remkus.

3. OMNIBUS VOTE AGENDA

The items on the Omnibus Vote Agenda were as follows:

- A. Waive Reading of Minutes (APPROVE)
- B. Minutes – Regular Meeting April 6, 2016 (APPROVE)
- C. Minutes – Village Board Meeting March 16, 2016

MOTION: Made by Commissioner Soukup seconded by Vice-Chairman Wagner, to approve the Omnibus Vote Agenda.

MOTION DECLARED CARRIED

4. CONCEPT REVIEW: 7830/7850 Frontage Road/Rezoning from B-3 to B-4, and approval of a special use for an “Indoor Firing Range”

Applicants Joe Neveril, Marc Iozzo and Damian Farrell opened the discussion. The concept is to develop the Chicagoland Area’s first state-of-the-art luxury indoor shooting range with emphasis on safety, education & preparedness. The business team anticipates a top of the line facility in terms of building appearance and functionality, as well as personnel skilled at providing necessary training and service to its customers.

The property contains 3.24 acres and is located on the northwest corner of Frontage Road and 79<sup>th</sup> Street. The property has been vacant and on the market for a long time. The applicant wishes to rezone the property from B-3 to B-4 and obtain special use approval for an indoor firing range. Other uses include training/educational classrooms, retail sales, membership lounge and office uses.

The industry is going up-scale and the proposed site is an ideal location.

The Plan Commission provided feedback to the applicant. The comments made from the Commission include the following.

Commissioner Kaucky asked what caliber of rifles will be allowed.

Applicant responded 45 caliber and down.

Commissioner Kaucky asked will there be a gun cleaning area.

Applicant responded yes.

Commissioner Lacayo asked how the Village will make tax revenue on this property.

Planner Charlton responded by an amusement tax that will generate revenue and retail sales.

Commissioner Lacayo commented we do not want tax dollars to go to security. It would be good to discuss the security for the business. Also who regulates this industry? Does the state regulate the gun club?

Applicant responded the state.

Chairman Kopp asked if the police chief has any concerns with this project.

Planner Charlton responded that this was sent to department heads and there was no concern.

Commissioner Ruffolo said if this project is done correctly he supports this as an opportunity to raise sales taxes and to provide a high class shooting range.

Commissioner Lacayo said the residents will want to know about sound, security and why this location.

Chairman Kopp said that he is in favor of the project.

Commissioner Kaucky said he also is in favor of the project. What is the membership? Is it yearly or monthly?

Applicant responded that the membership is not finalized. One membership would involve an initiation fee and the other membership would involve a monthly charge.

Vice-Chairman Wagner suggested the applicant address how the state or what the laws are concerning a person driving to the club and what they have to do to carry a weapon into the facility.

Applicant said that guns are to be in the trunk of a car in a locked case and brought in the facility in the locked case.

Commissioner Lacayo said for the public hearing a discussion on parking is important and be prepared to talk about sound and who regulates your industry and the concealed discussion is large (particularly for non-gun owners).

5. VISITOR'S BUSINESS

None.

6. COMMUNICATIONS

None.

7. ADJOURNMENT

MOTION: Made by Commissioner Soukup, seconded by Vice-Chairman Wagner, to adjourn the regular meeting of the Plan Commission at the hour of 8:30 p.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ AND APPROVED,

April 4, 2016

Minutes transcribed by Joanne Prible.

  
Chairman

## AGENDA

Minutes of the Public Safety Committee of the Village of Willowbrook that was held on April 11<sup>th</sup>, 2016 at 5:30 p.m. at the Willowbrook Police Department, 7760 Quincy Street, in the Village of Willowbrook, DuPage County, Illinois.

### CALL TO ORDER

*The meeting was called to order at 5:32 p.m.*

### ROLL CALL

*Those present at roll call were Chief Mark Shelton, Deputy Chief Robert Schaller, Chairman of the Public Safety Committee Terrence Kelly, and Trustee Sue Berglund.*

1. Reviewed the March 14<sup>th</sup>, 2016 Public Safety Committee Meeting Minutes.  
*The Committee approved the March 14<sup>th</sup>, 2016 Public Safety Committee Meeting Minutes.*
2. Reviewed the Weekly Press Releases – Information.
3. Reviewed the Overtime Report for 02/29/2016-03/27/2016 - Information.
4. Reviewed the Monthly Expenditure Report for March 2016 – Information.
5. Reviewed the Monthly Offense Summary Report for March 2016 - Information.
6. Reviewed the Letter(s) of Recognition and Appreciation – Information
  - Officer Dave Gaddis
  - Officer Daniel Herrera
  - Secretary Laurie Schmitz
7. DISCUSSION ITEMS
  - Update - DUCOMM  
*The DuComm transfer is progressing well. The changes to the in-car computers will be completed after the air cards have been filtered by Verizon. The ride-a-longs with the DuComm Dispatchers have been completed. DuComm Representatives conducted two training sessions with all Willowbrook Officers. There are now weekly meetings at DuComm up until April 27<sup>th</sup> which is the changeover date.*
  - Update - New Recruit  
*New Probationary Officer Blake Huntley graduated March 31<sup>st</sup>, 2016 from the Police Training Institute (PTI). He graduated with an above average class score. He is currently in Field Training, assigned to the day shift and is doing well.*
8. \* VISITOR'S BUSINESS (Public comment is limited to three minutes per person).  
*None*
9. ADJOURNMENT  
*The meeting was adjourned at 5:56p.m.*

NEXT MEETING SCHEDULED MAY 9<sup>TH</sup>, 2016 AT 5:30 P.M.