

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON TUESDAY, MAY 29, 2018, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. MOTION TO APPROVE - A MOTION TO APPOINT TRUSTEE MICHAEL MISTELE AS TEMPORARY CHAIRMAN IN THE MAYOR'S ABSENCE
4. PLEDGE OF ALLEGIANCE
5. VISITORS' BUSINESS - Public comment is limited to three minutes per person
6. OMNIBUS VOTE AGENDA:
  - a. Waive Reading of Minutes (APPROVE)
  - b. Minutes - Regular Board Meeting - May 14, 2018 (APPROVE)
  - c. Warrants - \$360,509.37 (APPROVE)
  - d. Resolution - A Resolution to Designate Freedom of Information Officers as Required Under the Illinois Freedom of Information Act (ADOPT)
  - e. Resolution - A Resolution Accepting a Proposal and Authorizing the Mayor and Village Clerk to Execute an Agreement for the Purchase of Office Furniture from Reike Office Interiors (ADOPT)
  - f. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Accept and Execute a Proposal to Sealcoat and Restripe Village-Owned Asphalt Parking Facilities - Black Magic Sealcoating (ADOPT)
  - g. Motion - Board Authorization for Staff to Process Current Delinquent Water Bills in Accordance with Past Practices (PASS)

NEW BUSINESS

7. ORDINANCE - AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE REDEVELOPMENT AGREEMENT BY AND BETWEEN ROUTE 83 & PLAINFIELD ROAD, LLC AND THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS
8. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT AND EXECUTE A PROPOSAL TO PURCHASE A PUBLIC SAFETY AND COMMUNITY ENGAGEMENT NOTIFICATION SYSTEM - EVERBRIDGE, INC.
9. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ATTEST TO A CERTAIN CONTRACT WITH McCAHILL PAINTING COMPANY, INC. FOR VAPOR BLASTING AND RE-COATING THE UNDERSIDE OF THE LANE COURT BRIDGE AT A COST OF \$14,935.00
10. RESOLUTION - A RESOLUTION AWARDED THE FISCAL YEAR 2018/19 MOTOR FUEL TAX ROADWAY MAINTENANCE PROGRAM CONTRACT TO M&J ASPHALT PAVING COMPANY, INC. IN THE AMOUNT OF \$186,898.03

PRIOR BUSINESS

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

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, MAY 14, 2018 AT ASHTON PLACE, 341 W. 75<sup>TH</sup> STREET, VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

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

2. ROLL CALL

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

ABSENT: None.

Also present were Village Attorney Brian Baugh, Village Administrator Timothy Halik, Director of Finance Carrie Dittman, Chief of Police Robert Schaller, Deputy Chief Lauren Kaspar, Assistant to the Village Administrator Garrett Hummel, Deputy Clerk Cindy Stuchl, and Planning Consultant Natalie Zine.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Planning Consultant Zine 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 23, 2018 (APPROVE)
- c. Warrants - \$264,464.60 (APPROVE)
- d. Monthly Financial Report - April 30, 2018 (APPROVE)
- e. Ordinance - An Ordinance Authorizing the Disposal of Personal Property Owned by the Village of Willowbrook - Ordinance No. 18-O-13 (PASS)
- f. Resolution - A Resolution Approving and Authorizing the Execution of an Employment Separation and Release Agreement Between the Village of Willowbrook and Deborah A. Hahn - Resolution No. 18-R-27 (ADOPT)

- g. Resolution - A Resolution Accepting a Proposal and Authorizing the Mayor and Village Clerk to Execute an Agreement for the Purchase and Installation of Cellular Card Upgrades to Water System Data Collection Units (DCUs) - Midwest Meter, Inc. - Resolution No. 18-R-28 (ADOPT)
- h. Resolution - A Resolution Proclaiming May 15, 2018 as Police Officers Memorial Day, and the Week of May 13 - 19, 2018 as Police Week in the Village of Willowbrook - Resolution No. 18-R-29 (ADOPT)
- i. Resolution - a Resolution Approving a Plat of Easement - 617 68<sup>th</sup> Street - Resolution No. 18-R-30 (ADOPT)
- j. Parks & Recreation Commission Recommendation - Recommendation to Adopt a Full Smoking Ban in all Village Parks (RECEIVE)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

6. OATH OF OFFICE - DEPUTY CHIEF OF POLICE LAUREN P. KASPAR

Chief Schaller introduced Deputy Chief Lauren Kaspar to the Village Board. Village Clerk Hansen administered the Deputy Chief's Oath of Office to Deputy Chief Kaspar. Chief Schaller presented Sergeant Kaspar with a badge identifying her new rank of Deputy Chief.

Mayor Trilla, the Board of Trustees and Staff congratulated Deputy Chief Kaspar on her appointment.

7. OATH OF OFFICE - SERGEANT DAVID A. GADDIS

Chief Schaller introduced Officer David Gaddis to the Village Board. Village Clerk Hansen administered the Sergeant's Oath of Office to Officer Gaddis. Chief Schaller presented Officer Gaddis with a badge identifying his new rank of Sergeant.

Mayor Trilla, the Board of Trustees and Staff congratulated Sergeant Gaddis on his appointment.

8. OATH OF OFFICE - PATROL OFFICER TERESA M. ESQUEDA

Chief Schaller introduced Officer Teresa Esqueda to the Village Board. Village Clerk Hansen administered the Patrol Officer's Oath of Office to Officer Esqueda.

Mayor Trilla, the Board of Trustees and Staff welcomed Officer Esqueda on her appointment to the Willowbrook Police Department.

9. ORDINANCE - AN ORDINANCE REZONING CERTAIN PROPERTY, GRANTING CERTAIN SPECIAL USE PERMITS, GRANTING CERTAIN WAIVERS FROM THE ZONING ORDINANCE, GRANTING CERTAIN VARIATIONS FROM THE SUBDIVISION REGULATIONS GRANTING APPROVAL OF A FINAL PLAT OF SUBDIVISION, GRANTING APPROVAL OF A PRELIMINARY AND FINAL PLAT OF PLANNED UNIT DEVELOPMENT AND RELATED MATTERS - HINSDALE ANIMAL CEMETERY, 6400 BENTLEY AVENUE

Planning Consultant Zine related that the petitioner is the owner of multiple lots. The approval of this ordinance will consolidate the subject properties into a Planned Unit Development (PUD) and rezone a portion of the property to match the other lots. The creation of the PUD will allow for more flexibility and efficient development of the land.

The Plan Commission made a unanimous vote to forward this recommendation to the Village Board for approval.

MOTION: Made by Trustee Berglund and seconded by Trustee Davi to pass Ordinance No. 18-O-14 as presented.

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

MOTION DECLARED CARRIED

10. ORDINANCE - AN ORDINANCE AMENDING SPECIAL USE PERMIT NO. 00-29, ORDINANCE NO. 00-O-29 TO ALLOW FOR A SPECIAL USE FOR AN INDOOR AMUSEMENT ESTABLISHMENT, MORE SPECIFICALLY AN INDOOR ICE SKATING RINK - JKC ICE RINK, 201 63<sup>RD</sup> STREET

Planning Consultant Zine advised that this amendment pertains to the indoor modification of the former Whole Foods into an indoor

ice skating facility. The proposed plan does not include any exterior modifications other than minor repairs and landscaping.

The Plan Commission made a unanimous vote to forward this recommendation to the Village Board for approval.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to pass Ordinance No. 18-O-15 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

11. COMMITTEE REPORTS

Trustee Neal had no report.

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Oggerino had no report.

12. ATTORNEY'S REPORT

Attorney Baugh had no report.

13. CLERK'S REPORT

Clerk Hansen had no report.

14. ADMINISTRATOR'S REPORT

Administrator Halik advised that a new part-time receptionist, Anne Rossi, has been hired beginning today.

Administrator Halik stated that 73 applications were submitted for the Assistant Village Administrator position. Administrator Halik related that the first round of interviews will begin during this week with himself and Mayor Trilla. Once a final candidate has been chosen, the person will be brought before the full Board.

15. MAYOR'S REPORT

Mayor Trilla had no report.

16. CLOSED SESSION

Mayor Trilla advised there was no need for a Closed Session at tonight's meeting.

17. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Oggerino, to adjourn the Regular Meeting at the hour of 6:50 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

May 29, 2018.

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Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

MAY 29, 2018

GENERAL CORPORATE FUND	-----	\$155,373.29
WATER FUND	-----	195,127.81
POLICE PENSION FUND		7,142.27
WATER CAPITAL IMPROVEMENTS FUND	-----	426.00
RT 83/PLAINFIELD RD BUSINESS DISTRICT TAX		2,440.00
TOTAL WARRANTS	-----	\$360,509.37

Carrie Dittman, Director of Finance *e.d.*

APPROVED:  
Frank A. Trilla, Mayor

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
05/23/2018	APCHK	92366	HAHN	CR EMBROIDERY	COMMODITIES	670-331	30	130.00
05/30/2018	APCHK	92367	VOW300	A/R CONCEPTS	FEES/DUES/SUBSCRIPTIONS	630-307	30	46.67
05/30/2018	APCHK	92368	9952779157	AIRGAS USA LLC	EQUIPMENT RENTAL	750-290	35	80.80
05/30/2018	APCHK	92370#	98941	ALL AMERICAN PAPER COMPANY	MAINTENANCE SUPPLIES	570-331	20	318.03
			98868		MAINTENANCE SUPPLIES	570-331	20	78.92
			98998		MAINTENANCE SUPPLIES	570-331	20	172.76
			98868		MAINTENANCE - PW BUILDING	725-418	35	78.92
				CHECK APCHK 92370 TOTAL FOR				648.63
05/30/2018	APCHK	92371#	63957	AMERICAN FIRST AID SERVICE I	BUILDING MAINTENANCE SUPPLIES	466-351	10	49.25
			63956		OPERATING SUPPLIES	630-331	30	25.75
				CHECK APCHK 92371 TOTAL FOR				75.00
05/30/2018	APCHK	92372	26669 APR 18	AMERICAN TRAFFIC SOLUTIONS	RED LIGHT - CAMERA FEES	630-247	30	22,475.00
			26669 APR 18		RED LIGHT - MISC FEE	630-249	30	1,959.00
				CHECK APCHK 92372 TOTAL FOR				24,434.00
05/30/2018	APCHK	92373	53846 JULY 2018	AMG/SOUND MEMORIES	FAMILY SPECIAL EVENT - MOVIE NIGHT	585-151	20	447.50
05/30/2018	APCHK	92374	0110455351	ANDREW C PASSERO	BUILDING MAINTENANCE SUPPLIES	466-351	10	194.39
05/30/2018	APCHK	92375#	11142	ASHTON PLACE	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	400.00
			11119 SWAC		COMMODITIES	670-331	30	855.00
				CHECK APCHK 92375 TOTAL FOR				1,255.00
05/30/2018	APCHK	92378	132594	B & E AUTO REPAIR & TOWING	MAINTENANCE - VEHICLES	630-409	30	206.09
			132596		MAINTENANCE - VEHICLES	630-409	30	29.95
			132634		MAINTENANCE - VEHICLES	630-409	30	77.28
			132646		MAINTENANCE - VEHICLES	630-409	30	399.33
			132660		MAINTENANCE - VEHICLES	630-409	30	114.15
			132666		MAINTENANCE - VEHICLES	630-409	30	277.98
			132679		MAINTENANCE - VEHICLES	630-409	30	199.95
			132675		MAINTENANCE - VEHICLES	630-409	30	57.03
			132693		MAINTENANCE - VEHICLES	630-409	30	191.37
			132696		MAINTENANCE - VEHICLES	630-409	30	64.87
				CHECK APCHK 92378 TOTAL FOR				1,618.00

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
05/30/2018	APCHK	92379	17730 MAY 18	BLACK GOLD SEPTIC	MAINTENANCE - PW BUILDING	725-418	35	350.00
05/30/2018	APCHK	92380	201805061	CARNEY & COMPANY INC	SPECIAL EVENT - PARK OPENING	585-156	20	1,100.00
05/30/2018	APCHK	92381	IDOR 5-17-18	CAROLINE DITTMAN	FUEL/MILEAGE/WASH	610-303	25	33.68
05/30/2018	APCHK	92382	3570000	CHICAGO TRIBUNE	PERSONNEL RECRUITMENT	455-131	10	675.00
05/30/2018	APCHK	92383*#	143093	CHRISTOPHER B. BURKE	PLAN REVIEW - ENGINEER	520-254	15	410.89
			143092		PLAN REVIEW - ENGINEER - REIMB.	520-254	15	220.00
			143094		FEES - ENGINEERING	720-245	35	2,094.00
			143091		FEES - ENGINEERING	720-245	35	458.04
			143090		FEES - ENGINEERING	720-245	35	46.00
			143085		FEES - ENGINEERING	720-245	35	469.89
			143088		FEES - ENGINEERING - REIMB.	820-245	40	110.00
			143089		FEES - DRAINAGE ENGINEER - REIMB.	820-246	40	300.00
			143086		FEES - DRAINAGE ENGINEER - REIMB.	820-246	40	1,274.00
			143087		PLAN REVIEW - DRAINAGE ENGINEER -	820-259	40	5,416.28
								<u>10,799.10</u>
CHECK APCHK 92383 TOTAL FOR								
05/30/2018	APCHK	92384	5155 MAY 18	CITY WIDE OF ILLINOIS	MAINTENANCE - BUILDING	466-228	10	2,725.23
05/30/2018	APCHK	92385	1000544	CLARKE ENVIRONMENTAL	MOSQUITO ABATEMENT	760-259	35	6,520.00
05/30/2018	APCHK	92386*#	7494249014 MAY 18	COMMONWEALTH EDISON	ENERGY/COMED (835 MIDWAY)	466-240	10	277.89
			6863089003 MAY18		RED LIGHT - COM ED	630-248	30	48.67
			0423085170 MAY18		RED LIGHT - COM ED	630-248	30	47.95
			0791026027 MAY18		RED LIGHT - COM ED	630-248	30	40.26
			7432089030 MAY18		ENERGY - STREET LIGHTS	745-207	35	363.32
			4403140110 MAY 18		ENERGY - STREET LIGHTS	745-207	35	47.66
			4215105154 MAY 18		ENERGY - STREET LIGHTS	745-207	35	550.51
			3131029076 MAY 18		ENERGY - STREET LIGHTS	745-207	35	202.56
								<u>1,578.82</u>
CHECK APCHK 92386 TOTAL FOR								
05/30/2018	APCHK	92387	259199	COMPASS MINERALS AMERICA	OPERATING SUPPLIES	755-331	35	8,635.34
05/30/2018	APCHK	92388#	8653	COMPASS PLUMBING LLC	LANDSCAPE MAINTENANCE SERVICES	565-342	20	1,685.00
			8661		MAINTENANCE - GARAGE	725-413	35	290.00
			8673		MAINTENANCE - GARAGE	725-413	35	297.00
								<u>2,272.00</u>
CHECK APCHK 92388 TOTAL FOR								

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
<b>Fund: 01 GENERAL FUND</b>								
05/30/2018	APCHK	92389*#	JUNE 2018	DELTA DENTAL PLAN OF ILLINOI	EMP DED PAY- INSURANCE	210-204	00	1,223.50
			JUNE 2018		HEALTH/DENTAL/LIFE INSURANCE	455-141	10	156.77
			JUNE 2018		HEALTH/DENTAL/LIFE INSURANCE	610-141	25	228.64
			JUNE 2018		HEALTH/DENTAL/LIFE INSURANCE	630-141	30	2,270.01
			JUNE 2018		HEALTH/DENTAL/LIFE INSURANCE	710-141	35	213.93
			JUNE 2018		HEALTH/DENTAL/LIFE INSURANCE	810-141	40	114.32
				CHECK APCHK 92389 TOTAL FOR				<u>4,207.17</u>
05/30/2018	APCHK	92390#	APRIL 2018	DISCOVERY BENEFITS SIMPLIFY	EMP DED PAY - FSA FEE	210-221	00	26.40
			APRIL 2018		HEALTH/DENTAL/LIFE INSURANCE	455-141	10	23.60
				CHECK APCHK 92390 TOTAL FOR				<u>50.00</u>
05/30/2018	APCHK	92391	D/C KASPAR 18/19	DUPAGE CNTY CHIEFS OF POL.AS	FEES/DUES/SUBSCRIPTIONS	630-307	30	275.00
05/30/2018	APCHK	92392#	16021410-01 17/18	DUPAGE COUNTY PUBLIC WORKS	SANITARY (7760 QUINCY)	466-250	10	11.90
			16021375-03 17/18		SANITARY (835 MIDWAY)	466-251	10	(7.19)
			16021398-03 17/18		SANITARY (825 MIDWAY)	466-252	10	3.94
			16021625-01 17/18		SANITARY USER CHARGE - PARKS	570-278	20	3.94
			16021611-01 FY17/1		SANITARY USER CHARGE	725-417	35	91.50
				CHECK APCHK 92392 TOTAL FOR				<u>104.09</u>
05/30/2018	APCHK	92394	2018 UNIFORMS	GADDIS DAVID	UNIFORMS	630-345	30	212.92
			18 UNFRMS		UNIFORMS	630-345	30	318.54
				CHECK APCHK 92394 TOTAL FOR				<u>531.46</u>
05/30/2018	APCHK	92395	5376.900-1	GEWALT HAMILTON ASSOCIATES I	PLAN REVIEW - TRAFFIC CONSULTANT	520-258	15	688.50
05/30/2018	APCHK	92396	2886745	GOVT FINANCE OFCRS ASSN	SCHOOLS/CONFERENCES/TRAVEL	610-304	25	85.00
05/30/2018	APCHK	92397*#	9774592563	GRAINGER	ADA RECREATION ACCOMMODATIONS	590-520	20	371.45
05/30/2018	APCHK	92399#	17738	HANSON LANDSCAPE DESIGN	CONTRACTED MAINTENANCE	570-281	20	4,784.91
			17738		ROUTE 83 BEAUTIFICATION	755-281	35	4,243.22
				CHECK APCHK 92399 TOTAL FOR				<u>9,028.13</u>
05/30/2018	APCHK	92400#	26496	HOME DEPOT CREDIT SERVICES	BUILDING MAINTENANCE SUPPLIES	466-351	10	66.10
			6021093		BUILDING MAINTENANCE SUPPLIES	466-351	10	12.71
			5021192		BUILDING MAINTENANCE SUPPLIES	466-351	10	68.94

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
			3022336		BUILDING MAINTENANCE SUPPLIES	466-351	10	95.79
			5022174		MAINTENANCE SUPPLIES	570-331	20	85.85
			4022217		MAINTENANCE SUPPLIES	570-331	20	25.44
			4022272		MAINTENANCE SUPPLIES	570-331	20	11.91
			3022351		MAINTENANCE SUPPLIES	570-331	20	20.79
			2022476		MAINTENANCE SUPPLIES	570-331	20	25.06
			1033305		STREET & ROW MAINTENANCE	750-328	35	151.91
			26467		STREET & ROW MAINTENANCE	750-328	35	39.92
			9020684		STREET & ROW MAINTENANCE	750-328	35	216.99
			9033880		STREET & ROW MAINTENANCE	750-328	35	79.76
			8020772		STREET & ROW MAINTENANCE	750-328	35	28.91
				CHECK APCHK 92400 TOTAL FOR				<u>930.08</u>
05/30/2018	APCHK	92401	2022497	HOME DEPOT CREDIT SERVICES	MAINTENANCE SUPPLIES	570-331	20	23.76
			2034778		MAINTENANCE SUPPLIES	570-331	20	23.82
				CHECK APCHK 92401 TOTAL FOR				<u>47.58</u>
05/30/2018	APCHK	92402	56106	HR SIMPLIFIED	HEALTH/DENTAL/LIFE INSURANCE	455-141	10	100.00
05/30/2018	APCHK	92403	SCHALLER	I-PAC	FEES/DUES/SUBSCRIPTIONS	630-307	30	50.00
05/30/2018	APCHK	92407	1110069	IMPACT NETWORKING LLC	OFFICE SUPPLIES	455-301	10	656.74
05/30/2018	APCHK	92408#	509836	J. P. COOKE CO.	OFFICE SUPPLIES	455-301	10	90.15
			510291		OFFICE SUPPLIES	455-301	10	49.95
			510104		OPERATING EQUIPMENT	630-401	30	77.95
				CHECK APCHK 92408 TOTAL FOR				<u>218.05</u>
05/30/2018	APCHK	92409	2018 UNFRMS	JOHN J. HANDZIK	UNIFORMS	630-345	30	82.06
			HARD DR PHONES		OPERATING EQUIPMENT	630-401	30	80.99
				CHECK APCHK 92409 TOTAL FOR				<u>163.05</u>
05/30/2018	APCHK	92410	BROW17-012	Keeley Construction	BROW17-012 - PBI7-256	210-109	00	1,000.00
05/30/2018	APCHK	92411	WILLOW POND	KERRI STOCKTON	SPECIAL EVENT - PARK OPENING	585-156	20	600.00
05/30/2018	APCHK	92412	60/APR 18	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	325.00
05/30/2018	APCHK	92413#	9004559515	KONICA MINOLTA BUSINESS SOLU	COPY SERVICE	455-315	10	317.01
			9004559515		COPY SERVICE	630-315	30	365.78
			9004575720		COPY SERVICE	630-315	30	23.64

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
CHECK APCHK 92413 TOTAL FOR								706.43
05/30/2018	APCHK	92414*#	APRIL 2018	LAW OFFICES STORINO RAMELLO& FEES - VILLAGE ATTORNEY		470-239	10	6,515.47
05/30/2018	APCHK	92415	1026323-001	LOGSDON OFFICE SUPPLY	OFFICE SUPPLIES	455-301	10	86.63
05/30/2018	APCHK	92416	N7149596	MAILFINANCE	POSTAGE & METER RENT	630-311	30	476.97
05/30/2018	APCHK	92417	32290	MARQUARDT PRINTING CO.	PRINTING & PUBLISHING	455-302	10	659.00
05/30/2018	APCHK	92418	70022 PAYMENT	METROPOLITAN COMPOUNDS INC	PARK LANDSCAPE SUPPLIES	565-341	20	460.40
05/30/2018	APCHK	92420	35389422018	MOTOROLA SOLUTIONS INC	PHONE - TELEPHONES	630-201	30	68.00
05/30/2018	APCHK	92421	STUHL JUN 18	MUNICIPAL CLERKS OF DUPAGE C	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	22.00
05/30/2018	APCHK	92422	SPRING 18	NICHOLAS VOLEK	TUITION REIMBURSEMENT	630-305	30	2,250.00
			2018 UNIFRMS		UNIFORMS	630-345	30	304.88
			K9 FOOD 5-18-18		K-9 PROGRAM	650-340	30	81.56
CHECK APCHK 92422 TOTAL FOR								2,636.44
05/30/2018	APCHK	92423#	1010704251	OCCUPATIONAL HEALTH CENTERS	EXAMS - PHYSICAL	440-543	07	113.00
			1010728038		WELLNESS	480-276	10	113.00
CHECK APCHK 92423 TOTAL FOR								226.00
05/30/2018	APCHK	92424	170136328 MAY 18	ORKIN EXTERMINATING	MAINTENANCE - BUILDING	466-228	10	93.45
05/30/2018	APCHK	92425	53345	PARTNERS & PAWS VETERINARY S	K-9 PROGRAM	650-340	30	160.00
05/30/2018	APCHK	92426#	FY 18/18	PETTY CASH C/O TIM HALIK	BUILDING MAINTENANCE SUPPLIES	466-351	10	40.00
			FY 17/18		PUBLIC RELATIONS	475-365	10	39.16
			FY 17/18		SCHOOLS/CONFERENCES/TRAVEL	630-304	30	30.00
			FY 18/18		SCHOOLS/CONFERENCES/TRAVEL	630-304	30	4.06
			FY 17/18		FEES/DUES/SUBSCRIPTIONS	630-307	30	40.00
			FY 17/18		OPERATING EQUIPMENT	630-401	30	140.00
			FY 17/18		COMMODITIES	670-331	30	0.96
CHECK APCHK 92426 TOTAL FOR								294.18
05/30/2018	APCHK	92427	470053710	POMP'S TIRE SERVICE INC	MAINTENANCE - EQUIPMENT	735-411	35	222.50
05/30/2018	APCHK	92428	0718002706	PROFORMA	FAMILY SPECIAL EVENT - RACE	585-154	20	559.10
			0718002705		FAMILY SPECIAL EVENT - RACE	585-154	20	2,405.58

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
05/30/2018	APCHK	92429	P0506	CHECK APCHK 92428 TOTAL FOR				2,964.68
05/30/2018	APCHK	92429	P0506	RACE TIME INC	FAMILY SPECIAL EVENT - RACE	585-154	20	670.90
05/30/2018	APCHK	92430*#	15283	RAGS ELECTRIC, INC	PARK IMPROVEMENTS - NEIGHBORHOOD P	595-695	20	1,555.43
			15286		MAINTENANCE - STREET LIGHTS	745-223	35	192.00
				CHECK APCHK 92430 TOTAL FOR				1,747.43
05/30/2018	APCHK	92431	1824495	RAY O'HERRON CO., INC.	UNIFORMS	630-345	30	20.95
			1824381		UNIFORMS	630-345	30	1,410.38
			1824494		UNIFORMS	630-345	30	37.60
			1826811		UNIFORMS	630-345	30	444.64
			1825351		AMMUNITION	630-346	30	256.99
			1824493		OPERATING EQUIPMENT	630-401	30	410.67
			1825651		OPERATING EQUIPMENT	630-401	30	383.85
			1827269		OPERATING EQUIPMENT	630-401	30	106.06
			1827271		COMMODITIES	670-331	30	35.50
				CHECK APCHK 92431 TOTAL FOR				3,110.64
05/30/2018	APCHK	92432	RT120897	ROAD SAFE	REIMB EXP - OTHER REIMB.	755-283	35	1,250.00
05/30/2018	APCHK	92433	CALEA CONF MAR18	ROBERT SCHALLER	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	199.26
05/30/2018	APCHK	92434	134708	RUTLEDGE PRINTING CO.	PRINTING & PUBLISHING	630-302	30	127.95
05/30/2018	APCHK	92435#	APRIL 2018	SATELLITE PHONE STORE	PHONE - TELEPHONES	455-201	10	65.76
			APRIL 2018		PHONE - TELEPHONES	630-201	30	65.76
				CHECK APCHK 92435 TOTAL FOR				131.52
05/30/2018	APCHK	92436*#	9676	SCHERMER ASPHALT PAVING	STREET & ROW MAINTENANCE	750-328	35	7,500.00
05/30/2018	APCHK	92437	18 PARK SUPPLIES	SCUKANEC GEORGE	SPRING PROGRAM MATERIALS & SERVICE	586-121	20	73.23
05/30/2018	APCHK	92438	7517048	SERVICE SANITATION INC	RENT - EQUIPMENT	570-234	20	153.00
			7453481		FAMILY SPECIAL EVENT - RACE	585-154	20	485.00
			7517048		ADA PARK MAINTENANCE	590-519	20	11.00
			7517049		ADA PARK MAINTENANCE	590-519	20	72.00
				CHECK APCHK 92438 TOTAL FOR				721.00

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
05/30/2018	APCHK	92439#	AN195-53935 SN195-53869 SN195-53869	SIGNS NOW	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	410-301 410-301 510-301	05 05 15	25.70 21.45 21.45
CHECK APCHK 92439 TOTAL FOR								
<hr/>								
05/30/2018	APCHK	92440#	8049654503 8049747434 17/18 8049747434 8049747434 17/18 8049654503 8049654503	STAPLES	OFFICE SUPPLIES OFFICE SUPPLIES COMMISSARY PROVISION COMMISSARY PROVISION BUILDING MAINTENANCE SUPPLIES FAMILY SPECIAL EVENT - RACE	455-301 455-301 455-355 455-355 466-351 585-154	10 10 10 10 10 20	123.80 7.49 38.09 52.99 451.50 29.96
CHECK APCHK 92440 TOTAL FOR								
<hr/>								
05/30/2018	APCHK	92441	IN500585	SUBURBAN DOOR CHECK & LOCK S	PARK IMPROVEMENTS - NEIGHBORHOOD P	595-695	20	135.00
05/30/2018	APCHK	92442	10074604 APR 18	SUBURBAN LIFE PUBLICATIONS	PERSONNEL RECRUITMENT	455-131	10	968.00
05/30/2018	APCHK	92444*#	TG5 / APR 18 TG5 / APR 18 TG5 / APR 18	TAMELING GRADING	LANDSCAPE MAINTENANCE SERVICES STREET & ROW MAINTENANCE STREET & ROW MAINTENANCE	565-342 750-328 750-328	20 35 35	4,605.25 750.25 440.00
CHECK APCHK 92444 TOTAL FOR								
<hr/>								
05/30/2018	APCHK	92445#	122627 122627 FY 18/19 122474 122713 122627 122627 FY 18/19	TAMELING INDUSTRIES	PARK LANDSCAPE SUPPLIES PARK LANDSCAPE SUPPLIES PARK LANDSCAPE SUPPLIES PARK LANDSCAPE SUPPLIES STREET & ROW MAINTENANCE STREET & ROW MAINTENANCE	565-341 565-341 565-341 565-341 750-328 750-328	20 20 20 20 35 35	477.00 108.00 1,660.80 252.00 27.00 132.00
CHECK APCHK 92445 TOTAL FOR								
<hr/>								
05/30/2018	APCHK	92446#	947680 947680 947680 947737 947680	TEMPERATURE ENGINEERING INC	MAINTENANCE - BUILDING MAINTENANCE - PARK BUILDINGS - HVA MAINTENANCE - BUILDINGS - HVAC MAINTENANCE - GARAGE MAINTENANCE - GARAGE	466-228 570-228 630-228 725-413 725-413	10 20 30 35 35	498.75 498.75 498.75 410.00 498.75
CHECK APCHK 92446 TOTAL FOR								
<hr/>								
05/30/2018	APCHK	92447	836174094 APR 18	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	154.35
05/30/2018	APCHK	92448	54428	TREASURER STATE OF ILLINOIS	MAINTENANCE - TRAFFIC SIGNALS	745-224	35	1,462.50

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
05/30/2018	APCHK	92450	0611119300	UNIFIRST	MAINTENANCE - PW BUILDING	725-418	35	94.79
05/30/2018	APCHK	92451*#	9806406118	VERIZON WIRELESS	PHONE - TELEPHONES	410-201	05	55.90
			9806406118		PHONE - TELEPHONES	455-201	10	21.97
			9806406118		PHONE - TELEPHONES	630-201	30	877.44
			9806406118		TELEPHONES	710-201	35	179.37
			9806406118		TELEPHONES	810-201	40	167.39
				CHECK APCHK 92451 TOTAL FOR				<u>1,302.07</u>
05/30/2018	APCHK	92452	3896061-0	WAREHOUSE DIRECT	OFFICE SUPPLIES	630-301	30	60.39
			3888346-0		OFFICE SUPPLIES	630-301	30	56.74
			3849952-0		UNIFORMS	630-345	30	608.74
			IN266263		OPERATING EQUIPMENT	630-401	30	268.42
			3889983-0		OPERATING EQUIPMENT	630-401	30	36.53
			3901912-0		OPERATING EQUIPMENT	630-401	30	127.82
			3896061-0		OPERATING EQUIPMENT	630-401	30	23.21
			3888346-0		OPERATING EQUIPMENT	630-401	30	230.05
			3901212-1		OPERATING EQUIPMENT	630-401	30	12.44
				CHECK APCHK 92452 TOTAL FOR				<u>1,424.34</u>
05/30/2018	APCHK	92453	18975	WBK ENGINEERING LLC	CONSULTANTS - DESIGN & OTHER	510-232	15	21,804.37
05/30/2018	APCHK	92454	77737	WESTOWN AUTO SUPPLY COMPANY	MAINTENANCE - VEHICLES	735-409	35	180.00
05/30/2018	APCHK	92455	6270701/2	WILLOWBROOK FORD INC.	MAINTENANCE - VEHICLES	630-409	30	150.00
05/30/2018	APCHK	92456	IN21580	WORD SYSTEMS INC	EDP LICENSES	640-263	30	1,893.60
				Total for fund 01 GENERAL FUND				155,373.29

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
05/30/2018	APCHK	88(E)	12164 APR 18	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	116,661.28
05/30/2018	APCHK	92369	94593 JUN-AUG18	ALARM DETECTION SYSTEMS INC	REPAIRS & MAINTENANCE-STANDPIPE/PU	425-485	50	235.26
			94594 JUN-AUG 18		REPAIRS & MAINTENANCE-STANDPIPE/PU	425-485	50	202.53
			92825 JUN - AUG 18		REPAIRS & MAINTENANCE-STANDPIPE/PU	425-485	50	340.26
				CHECK APCHK 92369 TOTAL FOR				<u>778.05</u>
05/30/2018	APCHK	92376	30109	ASSOCIATED TECHNICAL SERV. L	LEAK SURVEYS	430-276	50	738.50
			30092		MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	643.75
			30087		MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	735.00
				CHECK APCHK 92376 TOTAL FOR				<u>2,117.25</u>
05/30/2018	APCHK	92386*#	4651111049 MAY 18	COMMONWEALTH EDISON	ENERGY - ELECTRIC PUMP	420-206	50	841.86
05/30/2018	APCHK	92389*#	JUNE 2018	DELTA DENTAL PLAN OF ILLINOI	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	213.93
05/30/2018	APCHK	92393	18-133142 APR18	ETP LABS INC	SAMPLING ANALYSIS	420-362	50	90.00
05/30/2018	APCHK	92397*#	9772714011	GRAINGER	MAINTENANCE - METER EQUIPMENT	435-463	50	98.73
05/30/2018	APCHK	92398	15995	H AND R CONSTRUCTION INC.	WATER DISTRIBUTION REPAIRS/MAINTEN	430-277	50	4,485.00
05/30/2018	APCHK	92404	PAYMENT #3	ILLINOIS ENVIRONMENTAL	INTEREST EXPENSE - IEPA LOAN	449-105	50	7,895.37
			PAYMENT #3		PRINCIPAL EXPENSE - IEPA LOAN	449-106	50	19,328.73
				CHECK APCHK 92404 TOTAL FOR				<u>27,224.10</u>
05/30/2018	APCHK	92405	05/22/2018	ILLINOIS INDUSTRIAL PROPERTI	CUSTOMER OVERPAYMENT	280-135	00	327.77
05/30/2018	APCHK	92419	07818PC	MIDWEST CHLORINATING & TESTI	WATER DISTRIBUTION REPAIRS/MAINTEN	430-277	50	5,175.00
05/30/2018	APCHK	92430*#	15284	RAGS ELECTRIC, INC	REPAIRS & MAINTENANCE-STANDPIPE/PU	425-485	50	496.37
05/30/2018	APCHK	92436*#	9676	SCHERMER ASPHALT PAVING	WATER DISTRIBUTION REPAIRS/MAINTEN	430-277	50	8,400.00
05/30/2018	APCHK	92443	2018-115	SUNSET SEWER & WATER	WATER DISTRIBUTION REPAIRS/MAINTEN	430-277	50	3,664.00
			2018-113		WATER DISTRIBUTION REPAIRS/MAINTEN	430-277	50	5,980.00
			2018-117		WATER DISTRIBUTION REPAIRS/MAINTEN	430-277	50	5,105.60
				CHECK APCHK 92443 TOTAL FOR				<u>14,749.60</u>

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
05/30/2018	APCHK	92444*#	TGS / APR 18	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MAINTEN	430-277	50	1,223.50
05/30/2018	APCHK	92449	28493	UNDERGROUND PIPE & VALVE, CO	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	9,851.00
			28466		MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	1,567.00
			28430		MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	468.00
			28442		MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	180.00
				CHECK APCHK 92449 TOTAL FOR				<u>12,066.00</u>
05/30/2018	APCHK	92451*#	9806406118	VERIZON WIRELESS	PHONE - TELEPHONES	401-201	50	179.37
				Total for fund 02 WATER FUND				195,127.81

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 07 POLICE PENSION FUND								
05/30/2018	APCHK	92377	APRIL 2018	ATWELL & ATWELL	LEGAL FEES	401-242	62	3,045.31
05/30/2018	APCHK	92406	G31487	ILLINOIS STATE TREASURER	DEPT OF INSURANCE FILING FEE	401-531	62	4,096.96
Total for fund 07 POLICE PENSION FUND								7,142.27

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
05/30/2018	APCHK	92383*#	143081	CHRISTOPHER B. BURKE	WATER TANK REPAIRS	440-604	65	426.00
					Total for fund 09 WATER CAPITAL IMPROVEMENTS F			426.00

Fund: 09 WATER CAPITAL IMPROVEMENTS FUND

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX								
05/30/2018	APCHK	92414*#	APRIL 2018	LAW OFFICES STORINO RAMELLO& LEGAL FEES		401-242	15	2,440.00
				TOTAL - ALL FUNDS	Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			2,440.00
								360,509.37

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

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> A RESOLUTION TO DESIGNATE FREEDOM OF INFORMATION OFFICERS AS REQUIRED UNDER THE ILLINOIS FREEDOM OF INFORMATION ACT	<b>AGENDA NO.</b> 6d <b>AGENDA DATE:</b> 5/29/18
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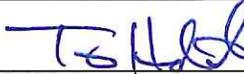
**STAFF REVIEW:** Tim Halik,  
Village Administrator

**SIGNATURE:** 

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

**SIGNATURE:** 

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

**SIGNATURE:** 

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

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

In August 2009, Governor Quinn signed into law Senate Bill 189, which substantially revised the Freedom of Information Act (FOIA). As a result, the Village was required to designate one or more Freedom of Information Officer or Officers. After discussion at the time, it was decided that it was in the best interests of the Village to designate not only one (1) Freedom of Information Officer, but three (3) other Deputy Freedom of Information Officers. Resolution No. 09-R-58 was adopted by the Village Board on December 14, 2009 naming the individual Village staff members which would complete the required training and serve as Freedom of Information Officers. After some subsequent staff turnover occurred, the Village adopted Resolution No. 12-R-03 on January 23, 2012 designating alternate Freedom of Information Officers.

Since that time, positions have changed again, and one of the prior designated Deputy FOI Officers will be retiring from the Village. Therefore, it is now necessary to update the named individuals to serve as FOI Officers for the Village.

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

After review and discussion with Village Clerk Leroy Hansen, the following individuals will serve as FOI Officers:

Designated Freedom of Information Officer: Deputy Clerk Cindy Stuchl

Deputy Freedom of Information Officers: Secretary Lisa Shemroske, Records Clerk Lori Rinella, and Records Clerk Nancy Turville

The role of the Designated FOI Officer is to receive and manage all requests for records under the Act. The Deputy Officers would assist in complying with FOIA requests and would also serve in the absence of the Designated Officer.

### ACTION PROPOSED:

Adopt the Resolution.

RESOLUTION NO. 18-R-\_\_\_\_\_

A RESOLUTION TO DESIGNATE FREEDOM OF INFORMATION OFFICERS AS  
REQUIRED UNDER THE ILLINOIS FREEDOM OF INFORMATION ACT

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WHEREAS, P.A. 96-542, effective January 1, 2010, made substantial changes to the Freedom of Information Act, including creating a new section 3.5 (5 ILCS 140/3.5), which requires a public body to designate one or more Freedom of Information Officer or Officers; and

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook hereby find and declare that it is in the best interests of the Village of Willowbrook to designate Freedom of Information Officers.

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

SECTION ONE: That Deputy Village Clerk Cindy Stuchl is designated as the Freedom of Information Officer for the Village of Willowbrook, and as such, will directly receive and manage all requests for records from the Village under the Act.

SECTION TWO: In the absence of the designated Freedom of Information Officer, Secretary Lisa Shemroske, Records Clerk Lori Rinella, and Records Clerk Nancy Turville are hereby designated as Deputy Freedom of Information Officers for the Village of Willowbrook.

SECTION THREE: All policies and resolutions of the Village which conflict with the provisions of this resolution shall be and are hereby repealed to the extent of such conflict.

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

ADOPTED and APPROVED this 29th day of May, 2018

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:

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

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

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

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

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:** A RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF OFFICE FURNITURE FROM RIEKE OFFICE INTERIORS.

**AGENDA NO.** 6e

**AGENDA DATE:** 05-29-18

**STAFF REVIEW:** Robert Schaller, Chief of Police

**SIGNATURE:**



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

**SIGNATURE:**

THOMAS BASTIAN TH.

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

**SIGNATURE:**

TH Halik

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

**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)** Initial office furniture purchased for the Willowbrook Police Department remodel conception was designed off construction plans. Once installed, the initial conception has been found to be lacking in certain areas of the design. Since occupying the new office, there have been concerns raised as to the original design and functional use of the furniture and lack thereof in certain areas. A request for the designer to come and review the post installation issues was completed in July of 2017. Based off the original custom design, existing furniture will need to be redesigned and additional office furniture purchased to address the lack of functionality of the current design and concerns raised by employees. The proposal is broken down below.

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**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)** The proposal includes the addition of ten (10) pedestal file cabinets with a matching file top. The replacement of report writing table supports from existing metal T-Bases, and the exchange of eight (8) task chairs. The proposal amount came in at \$3623.00. Installation is not included and will be completed by Village of Willowbrook Staff. Staff recommends accepting Rieke Office Interiors (ROI) proposal.

**ACTION PROPOSED:** Adopt the Resolution

RESOLUTION NO. 18-R-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR THE PURCHASE OFFICE FURNITURE FROM REIKE OFFICE INTERIORS.

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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 and directed to accept and sign the proposal from Rieke Office Interiors for the purpose of providing office furniture for the Willowbrook Police Department per the terms and conditions contained in the form of the Agreement attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 29<sup>th</sup> day of May 2018.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:

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

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

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

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



RIEKE OFFICE INTERIORS

2000 FOX LANE · ELGIN · ILLINOIS · 60123  
847.622.9711 www.rieko.com

# QUOTATION

**TO:**

WILLOWBROOK POLICE DEPARTMENT  
7760 QUINCY ST.  
WILLOWBROOK, IL 60527  
(630)325-2808

**SHIP TO:**

WILLOWBROOK POLICE DEPARTMENT  
7760 QUINCY ST.  
WILLOWBROOK, IL 60527

ATTN:

ATTN: ROBERT SCHALLER

Quote No.	Date	Cust No	S/M	Your Referenced Inquiry	Delivery Promise	F.O.B.	Expiration
0054538	5/3/2018	WIL017	LB1			OUR DOCK	

Item	Quantity	UM	Part	Description	Price \$	Extension \$
				*PLEASE NOTE THAT ALL WARRANTIES ARE VOID IF PRODUCT IS NOT INSTALLED BY ROI APPROVED INSTALLERS*		
001	10.00	EA	NMISC	REPORT WRITING NEW FILE/FILE PEDESTAL METAL	155.00	1,550.00
002	1.00	EA	MSURFACE	REPORT WRITING FILE TOPS FOR NEW METAL FILE FILE PEDESTALS ROI CATAPULT SERIES	275.00	275.00
003	1.00	EA	MTABLE	REPORT WRITING REPLACEMENT SUPPORTS  REMOVE EXISTING METAL T-BASES REPLACE WITH NEW ROI SUPPORTS ROI CATAPULT SERIES  VERIFY WITH CLIENT WHAT TO DO W/ EXISTING T-BASES..	1,030.00	1,030.00
012	8.00	EA	R140	Task Chair - Mesh Back/Fabric	315.00	2,520.00
015	1.00	EA	DELIVERY	DELIVERY ONLY NON-UNION LABOR DURING NORMAL BUSINESS HOURS MONDAY - FRIDAY 7:00 AM - 4:00 PM WITH USE OF ELEVATOR, DOCK AND ELECTRICITY	320.00	320.00
017	8.00	EA	CREDITN	CREDIT ON NEW PRODUCT RETURN (8) R108 TO ROI	259.00-	-2,072.00

LEASING AVAILABLE - ASK YOUR ACCOUNT MANAGER FOR MORE INFORMATION



RIEKE OFFICE INTERIORS

2000 FOX LANE · ELGIN · ILLINOIS · 60123  
847.622.9711 www.rieko.com

# QUOTATION

**TO:**

WILLOWBROOK POLICE DEPARTMENT  
7760 QUINCY ST.  
WILLOWBROOK, IL 60527  
(630)325-2808

**SHIP TO:**

WILLOWBROOK POLICE DEPARTMENT  
7760 QUINCY ST.  
WILLOWBROOK, IL 60527

ATTN:

ATTN: ROBERT SCHALLER

Quote No.	Date	Cust No	S/M	Your Referenced Inquiry	Delivery Promise	F.O.B.	Expiration
0054538	5/3/2018	WIL017	LB1			OUR DOCK	

Item	Quantity	UM	Part	Description	Price \$	Extension \$
				<b>Total for Quote \$</b>		<b>3,623.00</b>

LEASING AVAILABLE - ASK YOUR ACCOUNT MANAGER FOR MORE INFORMATION



RIEKE OFFICE INTERIORS

**Terms & Conditions Agreement**

COMPANY: WILLOWBROOK POLICE DEPARTMENT

QUOTE: 54538

DATE: 05/03/18

TOTAL AMOUNT OF QUOTE: \$3,623.00

The following conditions must be satisfied prior to order processing or scheduling the project installation:

- A 50% down payment is required at the time of signing.  
**NOTE: ALL ORDERS UNDER \$5,000.00 MUST BE PAID IN FULL PRIOR TO ORDER PROCESSING.**
- The official installation date cannot be confirmed until all project revisions are finalized and signed off on.
- Signed/Dated **Quote** and **Terms & Conditions** documents.
- Any approved custom drawings **including signatures on each page.**
- Final color and finish selections.
- Final measurements are from drywall. The official installation date is established once final field measurements are completed. Installation is a **minimum 4 weeks** from date of final field measurement.
- Rieke Office Interiors is not responsible for irregularities, or abnormalities, in structural attributes that prevent symmetrical installation of our products. Changes, repairs or adjustments may result in new charges and are the sole responsibility of the client.

**FULL PAYMENT OF OUTSTANDING BALANCE DUE ON DAY OF PROJECT INSTALLATION.**

Payment arrangements to be made with your Account Manager, or ROI Accounts Receivable, in advance of installation completion.

\*30 day past due balances are subject to a 1.5% monthly finance charge.

Any items that require correction will be promptly addressed under the terms of:

**Rieke Office Interiors Product Warranty**

(All ROI-manufactured product installed by our installers carries a lifetime warranty, exclusive of normal wear and tear).

**Further Terms and Conditions**

1. All client changes to agreed delivery and installation dates which occur 48 hours after the project appointment confirmation will result in **extra** delivery & installation charges. **Final payment remains due on the original project installation date.**
2. **All scheduling changes must be made a minimum of 48 hours in advance of scheduled delivery time.** An email reminder is sent approximately one week prior to the project installation appointment. **If client is not READY (for any reason), product delivery and installation charges will be substantially increased to reimburse all ROI labor and delivery costs incurred.**
3. All costs (labor & material) incurred due to cancellation of client order(s) are billable and solely the client's responsibility.
4. Unless otherwise stated, price is based on (1) one complete one-time installation -- phasing will involve additional charges.
5. Pricing is based on non-union installation performed during non-overtime hours (Monday-Friday 7:00 a.m.- 4:00 p.m.), with free use of lifts and elevators. **If an elevator is not available at the time of the scheduled installation, delivery may be postponed and additional delivery and installation charges WILL be charged to the client (see #1).**
6. All custom-order product manufactured/purchased according to client's project specifications is NON-RETURNABLE.
7. All electrical to be handled by a Certified Electrician. All connections must be complete and work area free from any trade activity.
8. Unloading and installation areas must be clean and clear.
9. All work requested of ROI installers (other than stated in client quote) will be quoted and charged separately.
10. A *Certificate of Insurance* is available upon request for coverage of product delivery and installation. When riders or additional coverages are required, all charges are a client responsibility.
11. All permits required are a client responsibility.
12. A **Sale** changed to a **Lease after** the order is placed will result in a \$100.00 processing fee.

\*Photo Release

I hereby irrevocably authorize Rieke Office Interiors to copyright, publish, reproduce, exhibit, transmit, broadcast, televise, digitize, display, otherwise use, and permit others to use all images of purchased office furnishings, logos, and design components, in any manner, form, or format, whatsoever now or hereinafter created, including on the internet, and for any purpose, including, but not limited to, advertising or promotion of Rieke Office Interior products and services, without further consent from or payment to me.

APPROVE: \_\_\_\_\_ DISAPPROVE: \_\_\_\_\_

Accepted by Client: **X** \_\_\_\_\_ Date: \_\_\_\_\_

*(Signature indicates you are an authorized Company representative)*

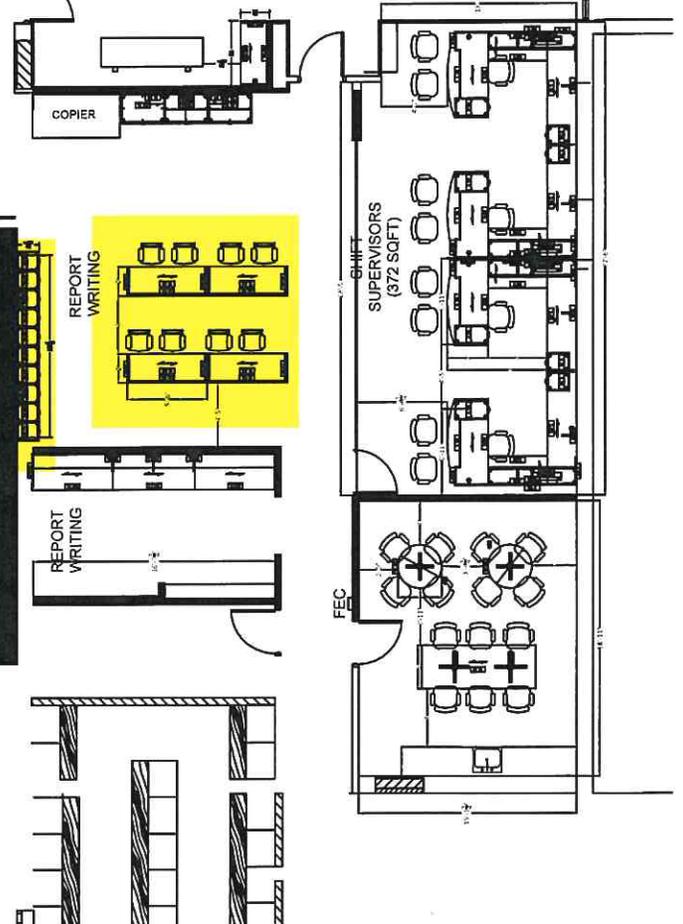
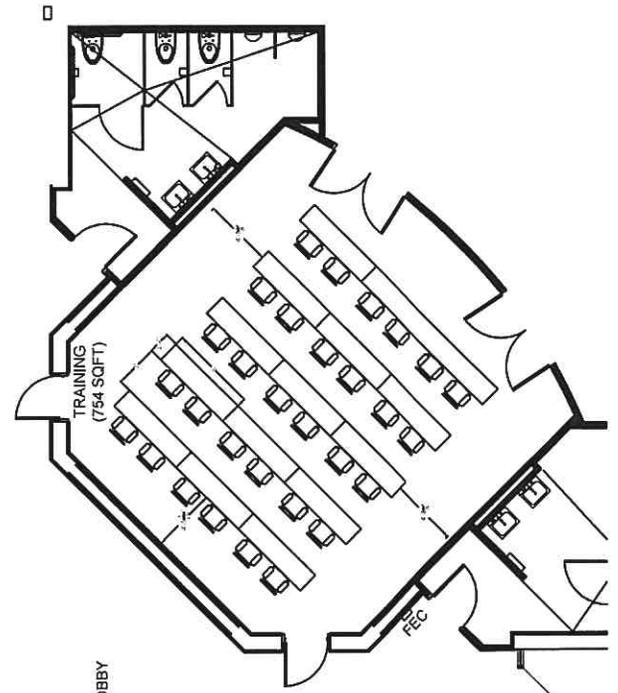
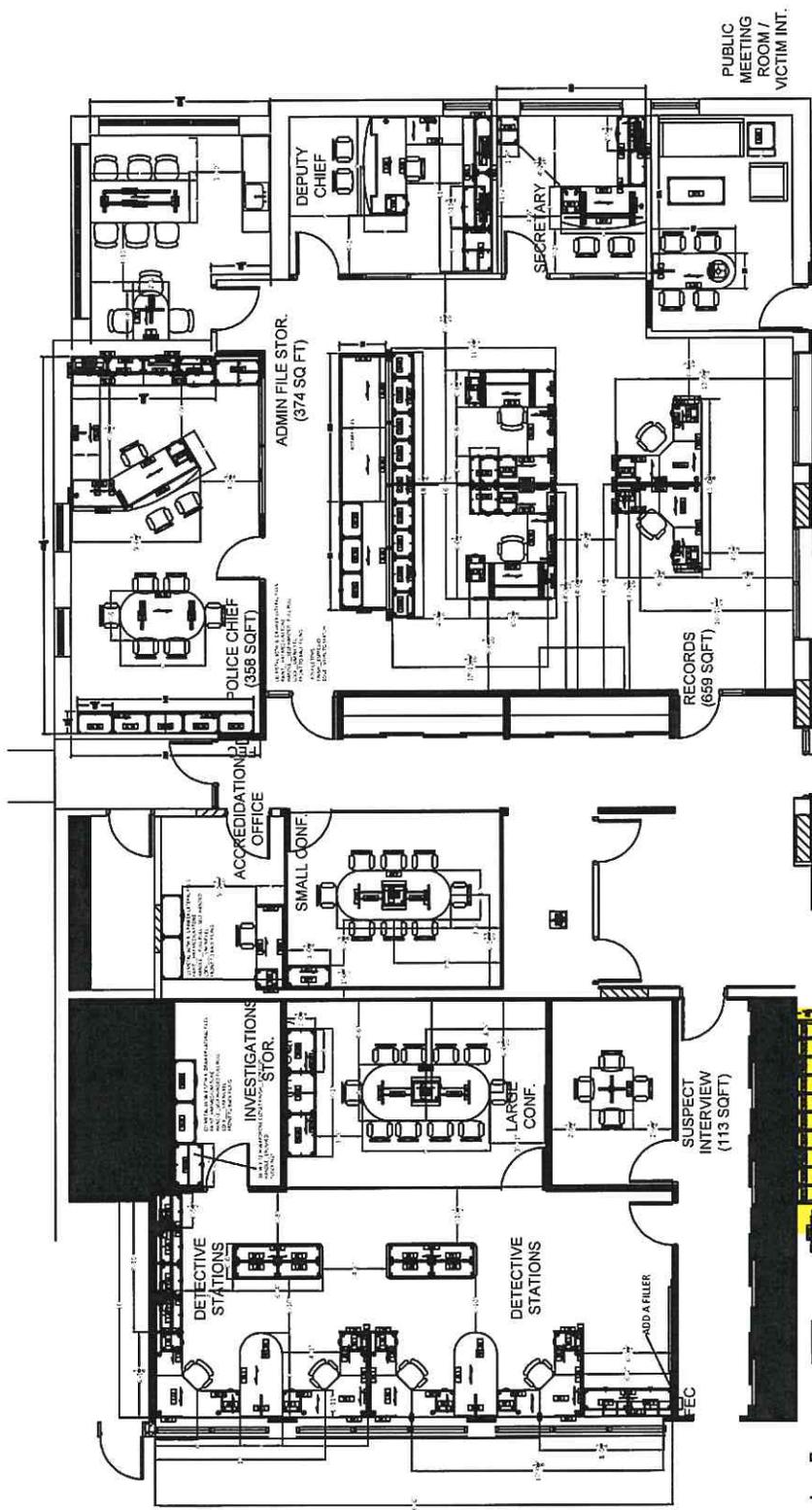
Please Print Name: \_\_\_\_\_

This signed "Terms & Conditions" indicates acceptance of the above-referenced quote and ALL terms & conditions as written.

RIEKE OFFICE INTERIORS IS A GREEN COMPANY



ALL INVOICES AND DOCUMENTS CAN BE SUPPLIED VIA EMAIL



PUBLIC MEETING ROOM / VICTIM INT.

LOBBY

COPIER

REPORT WRITING

REPORT WRITING

SUPERVISORS (372 SQFT)

TRAINING (754 SQFT)

POLICE CHIEF (358 SQFT)

ADMIN FILE STOR. (374 SQ. FT.)

DEPUTY CHIEF

SECRETARY

RECORDS (659 SQFT)

ACCREDITATION OFFICE

SMALL CONF.

INVESTIGATIONS STOR.

LARGE CONF.

SUSPECT INTERVIEW (113 SQFT)

DETECTIVE STATIONS

DETECTIVE STATIONS

ADD-A-FILLER

FEC

FEC

FEC

FEC



## R140

### Task Chair – Big & Tall – Mesh Back – Fabric Seat

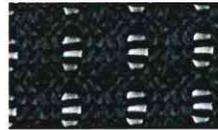


Overall dimension  
29w x 26.4d x 41-44.5 h  
Seat  
21w X 19.7d  
Back  
19.7w X 25h  
Seat height  
19.7 – 23

#### colors



black fabric



black mesh

#### Features

- tilt tension control
- swivel-tilt
- tilt lock
- seat height adjustment
- arm height adjustment

**350 lb weight capacity**



# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

### ITEM TITLE:

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR THE COMPLETION OF THE 2018 ASPHALT PARKING FACILITY SEALCOATING AND RESTRIPING PROGRAM FOR VILLAGE HALL, COMMUNITY PARK, AND WILLOW POND PARK – BLACK MAGIC SEALCOATING

AGENDA NO.

**6f**

AGENDA DATE: 5/29/18

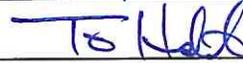
STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: 

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH.

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: 

REVIEWED & APPROVED BY MUNI. SERV. COMMITTEE: YES  on May 14, 2018 NO  N/A

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

The Fiscal Year 2018/19 Budget includes funding to complete pavement sealcoating and restriping of the Village Hall (west lot only), Community Park, and Willow Pond Park (old parking lot only). This is a maintenance program that is necessary to extend the useful life of asphalt pavement in climates that experience freeze and thaw cycles. The scope of work would include filling all cracks and other surface imperfections, sealcoating all areas, and restriping in the same layout as existing.

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

Staff has solicited proposals for this routine work in the past and the low bidder consistently tends to be Black Magic Sealcoating, Orland Park, IL. This company has always provided quality work in the past and is responsive to our scheduling needs. They have provided the following pricing for this year's project:

- Village Hall - \$1,182.00
- Community Park - \$4,752.00
- Willow Pond Park - \$527.00

### ACTION PROPOSED:

Staff believes the prices offered are competitive and a Resolution accepting the proposal should be adopted. If approved, the Willow Pond Park work would be scheduled first, so it is completed prior to the June 9<sup>th</sup> grand re-opening event, and the other two (2) facilities will be scheduled thereafter.

RESOLUTION NO. 18-R-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR THE COMPLETION OF THE 2018 ASPHALT PARKING FACILITY SEALCOATING AND RESTRIPIING PROGRAM FOR VILLAGE HALL, COMMUNITY PARK, AND WILLOW POND PARK – BLACK MAGIC SEALCOATING

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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 and directed to accept the proposal from Black Magic Sealcoating for the completion of the 2018 Asphalt Parking Facility Sealcoating and Restriping Program for Village Hall, Community Park, and Willow Pond Park in an amount not to exceed \$6,461.00 as set forth in the proposal attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 29th day of May, 2018.

APPROVED:

---

Mayor

ATTEST:

---

Village Clerk

ROLL CALL VOTE:

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

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

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

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



# BLACK MAGIC SEALCOATING

16441 S 88<sup>TH</sup> AVE

ORLAND PARK, IL 60462

815-469-4252

PROPOSAL# 5941

## VILLAGE OF WILLOWBROOK

700 WILLOWBROOK CENTER PARKWAY

WILLOWBROOK, IL 60527

## OVERVIEW

BLACK MAGIC SEALCOATING is pleased to submit this proposal for services to support you in achieving its goals for improving customer satisfaction. Thank you again for letting me bid the asphalt and site work on this project. Hopefully we can work together on this project as well and future projects.

## SCOPE OF WORK

### SEALCOATING AND STRIPING 835 MIDWAY VILLAGE HALL

Power blow and sweep dirt and debris from parking lot

Seal coat 11,206 sq ft of parking lot spray application with brewer HD RTU sealer allow to dry before striping

Restripe 31 parking spaces in yellow paint

Restripe 2 handicap spaces

Restripe crosshatches

**TOTAL DUE \$1182.00**

### SEALCOATING LANE CT VEHICAL BRIDGE

Power blow and sweep dirt and debris from parking lot

Seal coat 468 sq ft of parking lot spray application with brewer HD RTU sealer allow to dry before striping

**TOTAL DUE \$150.00**

SEALCOATING, CRACK SEALING AND STRIPING 208 MIDWAY COMMUNITY PARK

Power blow and sweep dirt and debris from parking lot

Seal coat 35,715 sq ft of parking lot spray application with brewer HD RTU sealer allow to dry before striping

Restripe 91 parking spaces in yellow paint

Restripe 4 handicap spaces

3000 LN FT Crack sealer

**TOTAL DUE \$4752.00**

SEALCOATING AND STRIPING 640 PLAINFIELD RD WILLOW POND

Power blow and sweep dirt and debris from parking lot

Seal coat 3220 sq ft of parking lot spray application with brewer HD RTU sealer allow to dry before striping

Restripe 5 parking spaces in yellow paint

210LN FT Crack sealer

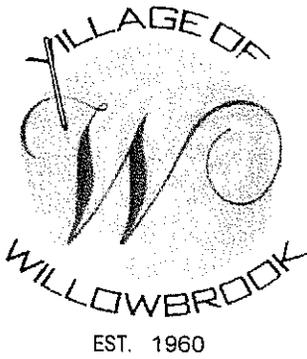
**TOTAL DUE \$527.00**

**PAYMENT DUE THE DAY JOB IS COMPLETE**

There will be a 1 year warranty on work performed in normal seasonal and traffic conditions Asphalt work is a very messy process we will clean the jobsite as best as we can when finished. Any traffic control needed will be provided. Extras or change orders will be discussed before doing any work and forms will need to be signed. Any payment that is late or not paid there will be a 2% interest charge on total amount due and all lawyer and court cost will be paid by customer. **Final payment will be due day job is completed.** All prices are good for 30 days. Seal coat new asphalt 60 days after installed. If contract is breeched by customer listed above liquidated damages of 50% of contract price will be paid and all lawyer and court costs will be paid by customer listed above

X *Brian M. Kukuczka*                      BLACK MAGIC                      4-28-18

X \_\_\_\_\_ customer



# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

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

April 26, 2018

**Mayor**

Frank A. Trilla

**Village Clerk**

Leroy R. Hansen

**Village Trustees**

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

**Village Administrator**

Tim Halik

**Chief of Police**

Robert Schaller

**Director of Finance**

Carrie Dittman

BAUMAN, ROSEMARY  
122 59TH ST  
WILLOWBROOK, IL 60527-1718

Re: Account 353430.000  
PIN #: XXXXXXXXXX  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 140.35. 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 29, 2018, will result in the immediate termination of your water service.

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

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

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

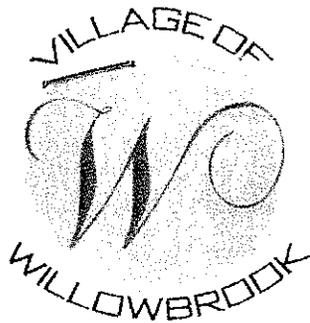
If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik  
Director of Municipal Services



Proud Member of the  
Illinois Route 66 Scenic Byway



EST. 1960

# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

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

April 26, 2018

**Mayor**

Frank A. Trilla

**Village Clerk**

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**Village Trustees**

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Paul Oggerino

**Village  
Administrator**

Tim Halik

**Chief of Police**

Robert Schaller

**Director of  
Finance**

Carrie Dittman

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

Re: Account 410040.000  
PIN #: XXXXXXXXXX  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 470.80. 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 29, 2018, will result in the immediate termination of your water service.

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

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

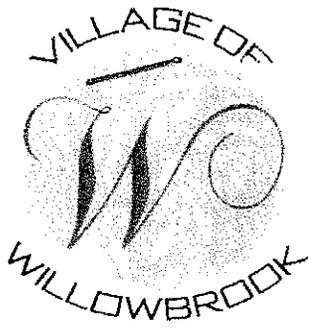
If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

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](http://www.willowbrookil.org)

April 26, 2018

**Mayor**

Frank A. Trilla

MCPAHON, LATANYA  
44 PORTWINE RD  
WILLOWBROOK, IL 60527-2264

**Village Clerk**

Leroy R. Hansen

**Village Trustees**

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

**Village  
Administrator**

Tim Halik

**Chief of Police**

Robert Schaller

**Director of  
Finance**

Carrie Dittman

Re: Account 350955.008

PIN #: [REDACTED]

Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 325.47. 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 29, 2018, will result in the immediate termination of your water service.

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

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

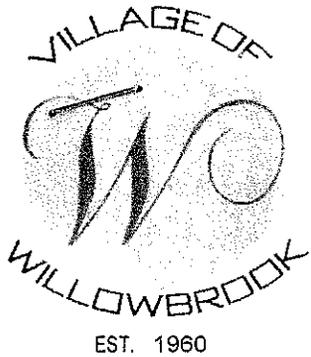
If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik  
Director of Municipal Services



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# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

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April 26, 2018

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Tim Halik

**Chief of Police**

Robert Schaller

**Director of  
Finance**

Carrie Dittman

RAMSEY, ADAM  
6805 KINGERY HWY  
WILLOWBROOK, IL 60527-5154

Re: Account 411035.001  
PIN #: [REDACTED]  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 202.77. 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 29, 2018, will result in the immediate termination of your water service.

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

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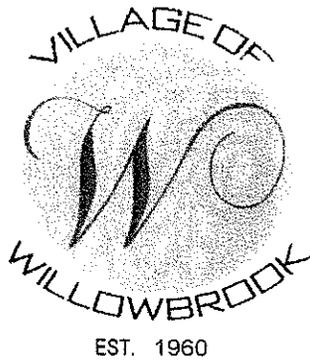
If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik  
Director of Municipal Services



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# Willowbrook

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Willowbrook, IL 60527-5549

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April 26, 2018

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Tim Halik

**Chief of Police**

Robert Schaller

**Director of Finance**

Carrie Dittman

VALENTI, NOEL  
5902 BENTLEY AVE  
WILLOWBROOK, IL 60527-1957

Re: Account 352190.001  
PIN #: XXXXXXXXXX  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 329.81. 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 29, 2018, will result in the immediate termination of your water service.

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

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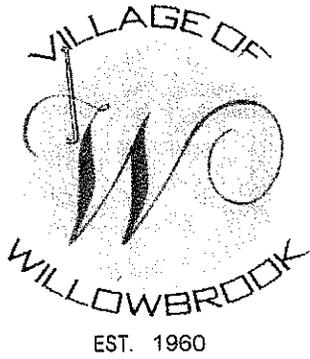
If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik  
Director of Municipal Services



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# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

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April 26, 2018

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**Chief of Police**

Robert Schaller

**Director of Finance**

Carrie Dittman

VAYALIL, JACOB  
351 WILLOWOOD LN  
WILLOWBROOK, IL 60527-3900

Re: Account 352585.005  
PIN #: [REDACTED]  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 498.26. 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 29, 2018, will result in the immediate termination of your water service.

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

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services



Proud Member of the  
Illinois Route 66 Scenic Byway



# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

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

April 26, 2018

**Mayor**

Frank A. Trilla

**Village Clerk**

Leroy R. Hansen

**Village Trustees**

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Gayle Neal

Paul Oggerino

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Administrator**

Tim Halik

**Chief of Police**

Robert Schaller

**Director of  
Finance**

Carrie Dittman

WEGNER, JOHN F.  
321 60TH CT  
WILLOWBROOK, IL 60527-1905

Re: Account 351420.004  
PIN #: [REDACTED]  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 127.20. 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 29, 2018, will result in the immediate termination of your water service.

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

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

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services



Proud Member of the  
Illinois Route 66 Scenic Byway

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE REDEVELOPMENT AGREEMENT BY AND BETWEEN ROUTE 83 & PLAINFIELD ROAD, LLC AND THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS	<b>AGENDA NO.</b> 7 <b>AGENDA DATE:</b> <u>5/29/18</u>
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<b>STAFF REVIEW:</b> Tim Halik, Village Administrator Carrie Dittman, Director of Finance	<b>SIGNATURES:</b> <u>T. Halik / C. Dittman</u>
<b>LEGAL REVIEW:</b> Thomas Bastian, Village Attorney Brian Baugh, Village Attorney	<b>SIGNATURES:</b> <u>T. BASTIAN / B. BAUGH TA.</u>
<b>RECOMMENDED BY:</b> Tim Halik, Village Administrator	<b>SIGNATURE:</b> <u>T. Halik</u>
<b>REVIEWED &amp; APPROVED BY MUNICIPAL SERVICES COMMITTEE:</b> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	

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

After the property was purchased, and also over the past several years, various meetings have been held between Mayor Trilla, Administrator Halik, and the Pete's Fresh Market (PFM) development team to bring the re-development of the former K-Mart store site to fruition. Early on in this process, PFM requested the Village's consideration of a financial subsidy to help fill a funding gap in the completion of the project. Particularly, given the estimated \$24M cost of re-developing the 10-acre parcel, the estimated \$4M cost associated with required off-site traffic improvements was deemed high. Through further negotiations, an agreement was reached that the Village would establish a new Business District, which would ultimately be used to contribute approximately \$3.15M, plus interest, over a 20-year time period as a partial reimbursement of project costs. The subsidy amount would be capped at \$5M. A Re-Development Agreement (RDA) was drafted by the Village Attorney and reviewed both by staff and the Village's development financial consultant, Ehlers, Inc. However, prior to bringing this agreement to the Village Board for approval, it was learned in the fall of 2017 that IDOT would not allow PFM to serve as the permit applicant for the off-site traffic improvement work to be completed on Kingery Highway. Instead, IDOT is requiring that the Village serve as the applicant, so that the Village would be the financially responsible party to complete the work in case of a default. This arrangement would only be amenable if 110% of the cost of the off-site Kingery improvements was secured by a bank issued Irrevocable Standby Letter of Credit, so the Village would not be financially at risk for having to pay for the improvements. Therefore, the RDA was revised to include the necessary provisions to enable the Village to serve as the IDOT permit applicant once a full Letter of Credit was provided to us by the developer.

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

The Re-Development Agreement (RDA) was drafted by Village Attorney Brian Baugh and reviewed both by staff and the Village's development financial consultant, Ehlers, Inc. It primarily provides that:

- The Village shall provide a financial incentive of up to \$5M towards the project through the issuance of a promissory note. Annual payments will be made over the course of twenty (20) years from the Business District Tax Fund.
- The Village will agree to serve as the IDOT permit applicant for the completion of the off-site traffic improvement work on the Kingery Highway right-of-way, once a Letter of Credit equal to 110% of the probable cost of construction is received from the developer.

**ACTION PROPOSED:** Pass Ordinance. Village Attorneys Tom Bastian and Brian Baugh will be in attendance at the May 29, 2018 Board meeting to answer any questions the Board may have on the RDA.

ORDINANCE NO. 18-O-\_\_\_\_\_

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION  
OF THE REDEVELOPMENT AGREEMENT BY AND BETWEEN  
ROUTE 83 & PLAINFIELD ROAD, LLC AND THE  
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

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**WHEREAS**, Route 83 & Plainfield Road, LLC (the "Developer") desires to enter into a redevelopment agreement ("Redevelopment Agreement") with the Village of Willowbrook, DuPage County, Illinois (the "Village") for purposes of redeveloping a parcel of property located at the northeast corner of Illinois Route 83 and Plainfield Road and within the Illinois Route 83/Plainfield Road Business District (the "Redevelopment Area"); and

**WHEREAS**, the Corporate Authorities of the Village find it is in the best interests of the Village to enter into the Redevelopment Agreement.

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

**Section 1.** That the foregoing recital clauses to this Ordinance are adopted as the findings of the Corporate Authorities of the Village and are incorporated herein by specific reference.

**Section 2.** That upon receipt from the Developer of four (4) executed copies of the Redevelopment Agreement, the Mayor is hereby authorized to execute, and the Village Clerk is hereby authorized

to attest to, the Redevelopment Agreement in substantially the form of such agreement appended to this Ordinance as Exhibit "A," with such changes therein as shall be approved by the officials of the Village executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from and after the execution and delivery of such Redevelopment Agreement.

**Section 3.** That the officials, officers and employees of the Village are hereby authorized to take such further actions and execute such documents as are necessary to carry out the intent and purpose of this Ordinance and of the Redevelopment Agreement.

**Section 4.** That this Ordinance shall be in full force and effect upon and after its passage in the manner provided by law.

**PASSED and APPROVED** this 29th day of May, 2018.

APPROVED:

\_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_

Village Clerk

ROLL CALL VOTE:

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

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

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

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

**EXHIBIT "A"**

**REDEVELOPMENT AGREEMENT**

**VILLAGE OF WILLOWBROOK  
REDEVELOPMENT AGREEMENT  
(PETE'S FRESH MARKET)**

THIS REDEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this 29 day of May 2018, by and between the VILLAGE OF WILLOWBROOK an Illinois municipal corporation (the "Village"), and ROUTE 83 & PLAINFIELD ROAD, LLC, limited liability company (the "Developer") (the Village and Developer are hereinafter sometimes collectively referred to as the "Parties," and individually as a "Party"),

**W I T N E S S E T H:**

WHEREAS, pursuant to the Business District Development and Business District Law, as amended [65 ILCS 5/11-74.3-1 et seq. (Illinois State Bar Ed. 2016)] (the "Act"), the Village has undertaken a program to redevelop certain property within the Village and generally bounded by 69<sup>th</sup> Street on the North, 72<sup>nd</sup> Court on the South, Illinois Route 83 on the West, and Adams Street and Willow Way Lane on the East and legally described in Exhibit A and depicted in Exhibit A-1 attached hereto and made apart hereof (the "Business District"); and

WHEREAS, on July 11, 2016, the Mayor and Board of Trustees (the "Corporate Authorities") of the Village, after giving all necessary notices and conducting all necessary meetings and public hearings required by the Act, adopted the following Ordinances (collectively the "Business District Ordinances"):

Ordinance No. 16-O-30 entitled "An Ordinance of the Village of Willowbrook, DuPage County, Illinois, Approving a Business District Plan for the Village of Willowbrook, Illinois Route 83/Plainfield Road Business District";

Ordinance No. 16-O-31 entitled “An Ordinance of the Village of Willowbrook, DuPage County, Illinois, Designating the Village of Willowbrook, Illinois Route 83/Plainfield Road Business District”;

Ordinance No. 16-O-32 entitled “An Ordinance of the Village of Willowbrook, DuPage County, Illinois, imposing a Business District Retailers’ Occupation Tax and a Business District Service Occupation Tax within the Village of Willowbrook, Illinois Route 83/Plainfield Road Business District”; and

WHEREAS, the Developer owns certain real property located at the northeast corner of Illinois Route 83 and Plainfield Road and within the Business District, which is legally described in Exhibit B and depicted in Exhibit B-1, attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Developer submitted a proposal to the Village to redevelop a portion of the Property with an approximately 113,019 square foot building (the “PFM Building”) to be leased to Pete’s Fresh Market Willowbrook Corporation (“Pete’s”) an approximately 15,549 square foot building to be leased to one (1) or more retail/commercial entities (the "Multi-Tenant Building") and approximately 548 parking spaces with 21 handicapped parking spaces and depicted in the site plan prepared by Angelo Stamatoukos (the “Site Plan”) which is attached hereto and made a part hereof as Exhibit C (the "Project "); and

WHEREAS, the Project shall be developed in conformance with the Site Plan; and

WHEREAS, the cost of developing and constructing the Project (including, without limitation, the Developer’s land acquisition costs of the Project) shall be not less than Twenty-Four Million Dollars (\$24,000,000.00); and

WHEREAS, to facilitate the development and construction of the Project and subject to and in accordance with the terms of this Agreement and the Act, the Village has agreed to

reimburse the Developer for certain Business District Project Costs (as hereinafter defined) that the Developer incurs, or has incurred, in connection with the development and construction of the Project; and

WHEREAS, except for certain zoning entitlements granted by the Village pursuant to Ordinance No. 16-O-48, adopted December 19, 2016, the Project shall be developed and constructed in accordance with all Village codes, ordinances and regulations, as applicable to the plans and specifications to be approved by the Village and all other governmental authorities having jurisdiction over the Project; and

WHEREAS, the Developer represents and warrants to the Village, and the Village finds that, but for the assistance to be provided by the Village to the Developer pursuant to the Act and this Agreement, the Project would not be economically viable or eligible for the private financing necessary for its construction and, concomitantly, the Developer would not construct and operate the Project; and

WHEREAS, this Agreement has been submitted to the Corporate Authorities of the Village for consideration and review, and the Corporate Authorities and the Developer have taken all actions required to be taken prior to approval and execution of this Agreement in order to make the same binding upon the Village and Developer according to the terms hereof; and

WHEREAS, the Corporate Authorities of the Village, after due and careful consideration, have concluded that the construction and operation of the Project as provided herein will further the growth of the Village, facilitate a portion of the Business District, improve the environment of the Village, increase the assessed valuation of the real estate situated within the Village, foster

increased economic activity within the Village, increase employment opportunities within the Village, upgrade public infrastructure within a portion of the Business District, and is otherwise in the best interests of the Village by furthering the health, safety, morals and welfare of its residents and taxpayers.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and Developer do hereby agree as follows:

**ARTICLE I.  
RECITALS PART OF THE AGREEMENT**

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

**ARTICLE II.  
OBLIGATION OF THE PARTIES**

2.1. **Developer Obligations and Agreements.** In consideration of the substantial commitment of the Village to the Business District pursuant to the Business District Plan and its commitments contained in this Agreement, the Developer shall fulfill, or has fulfilled as a condition to the Village's obligations hereunder, the following obligations:

- A. The Developer has acquired good and merchantable title to the Property and shall have entered into a valid and binding lease with Pete's for a portion of the PFM Building within the Project that shall not contain any unsatisfied contingencies

permitting termination of the lease as of the date the Pete's store opens for business on the Property.

- B. The Developer shall construct the Project in accordance with the Site Plan and in accordance with plans and specifications approved by the Village and the Project shall be completed (exclusive of any build-out of the tenant spaces other than Pete's and a certificate of occupancy shall have been issued for the PFM Building (the "PFM Certificate of Occupancy") by or before \_\_\_\_\_, subject to any Force Majeure Delays (as hereinafter defined) and the Pete's store shall open for business on or before \_\_\_\_\_, subject to any Force Majeure delays (as hereinafter defined)..
- C. The Developer has advanced, shall hereafter advance, or shall cause other parties to advance the funds necessary to construct and complete the Project and the Developer shall contribute equity to the Project in an amount not less than ten percent (10%) of the project budget for the Project.
- D. The Developer has secured, or shall hereafter secure or cause to be secured, all required permits entitlements, authorizations and approvals necessary or required to construct, complete and operate the Project.
- E. Until the PFM Certificate of Occupancy has been issued, the Developer shall require its general contractor, or if there is none, then at its own expense, to obtain and maintain comprehensive general liability insurance and shall cause the Village to be named as an additional insured, with all the rights of a primary insured on

such policy, and workmen's compensation and automobile/vehicle liability insurance for the Project, and shall cause the Village to be named as an additional insured where it has an insurable interest, with all the rights of a primary insured, on such policies, except that on the worker=s compensation insurance, the policy and certificate of insurance shall include a waiver of subrogation in favor of the Village. Said insurance policies shall be issued in an amount not less than Five Million Dollars (\$5,000,000.00) combined single limit for bodily injury, personal injury or death and property damage with respect to any single occurrence, or in the case of worker's compensation insurance, as required by statute. Each of said policies shall provide for not less than thirty (30) days' prior written notice to the Village and Developer before such policies may be materially changed, modified or cancelled. Prior to the commencement of any work on the Project, the Developer shall provide the Village with appropriate certificates of insurance and copies of said policies issued. The Developer shall keep in force at all times until the Project is completed, builder's risk insurance, against the risk of physical loss, including collapse, covering the total value of the building(s) and contents including the work performed and equipment, supplies and materials furnished for the Project. Should the Village receive notice that premiums needed to maintain in force any of the required insurance policies have not been paid, the Village shall notify the Developer of the receipt of said notice. If the Developer fails to promptly pay any such required premium, the Village may, but is not obligated or required to, pay the

premiums due during any cure period afforded in such notice. If the Village pays any premium due on any of the required insurance, policies, the amount of the premiums paid by the Village shall constitute a debt owed by the Developer to the Village and the Village shall be entitled to file and enforce a lien against the Property. Failure of the Developer to pay any premiums on any required insurance policy shall constitute an event of default and shall remain so irrespective of whether the Village shall elect to pay such premiums on behalf of the Developer. The Developer may cure said default if it repays the Village for the amount of the premiums paid by the Village within thirty (30) days of the payment by the Village. If not repaid, the Village shall have the right to terminate this Agreement in accordance with the terms hereof.

- F. In the event a claim is made against the Village, its officers, officials, agents and employees or any of them, or if the Village, its officers, officials, agents and employees or any of them (the "Indemnified Party" or "Indemnified Parties"), is made a party-defendant in any proceeding arising out of or in connection with the Developer's construction, operation, duties, obligations and responsibilities under the terms of this Agreement or the Project including, but not limited to, any claim or cause of action concerning matters pertaining to hazardous materials and other environmental matters in existence as of the date of this Agreement, to the extent permitted by law, but expressly excluding any claims arising from the negligent or willful acts or omissions of an Indemnified Party or any Indemnified Parties the

Developer shall indemnify, defend and hold harmless the Indemnified Parties, or any Indemnified Party, from all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorneys fees, in connection therewith. Any such Indemnified Party may obtain separate counsel to participate in the defense thereof at his or her own expense. The Indemnified Parties shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Developer shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Indemnified Parties, or any of them, as the case may be, provided that neither the Village nor any of the other Indemnified Parties shall be required to contribute to such settlement, and further provided the Business District Fund (as defined herein) shall not be used in connection with any such settlement without the consent of the Village.

- G. Developer hereby covenants and agrees that no recourse under or upon any obligation or agreement contained herein or for any claim based thereon shall be had against the Village, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sum agreed by the Village to be paid at law or in equity shall attach to or shall be incurred by the Village, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sum agreed by the Village to be paid hereunder, subject to the terms and conditions

contained herein, and any such excess rights or claims against the Village, its officers, agents, attorneys, representatives, or employees are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.

- H. The Developer agrees to, or shall require the applicable tenant to, acquire and pay for each building permit, occupancy permit, utility connection permit or other Village permit which is required for each structure to be constructed or located in the Project. Said permits shall be acquired in accordance with the terms of the Willowbrook Municipal Code, as amended from time to time.
- I. The Developer represents and warrants that it shall not cause or permit any mechanic's liens or other lien claims to remain against the Village of Willowbrook, Illinois Route 83/Plainfield Road Business District Tax Allocation Fund (the "Business District Fund"), for the Business District, for labor or materials furnished in connection with demolition, site preparation, development, construction, additions, modifications, improvements or any other matter which might give rise to lien rights against the Business District Fund. Notwithstanding the foregoing, the Developer shall be entitled to defend, prosecute or settle, as the case may be in a timely and commercially reasonable manner, any claims for mechanic's liens, other liens, claims or causes of action relating to allegedly defective or incomplete work, provided that the Village shall not be required to contribute to such settlement. The Village shall have the right of offset to utilize any monies otherwise

owed to or entitled by Developer (not otherwise earned but unpaid) under this Agreement to settle or satisfy any such claims against the Village and/or Business District Fund and the Developer hereby agrees and covenants to indemnify, defend and hold harmless the Indemnified Parties, (including the payment of reasonable attorneys' fees and costs and expenses) from and against any such liens, claims or causes of action as may be asserted against the Business District Fund.

- J. Upon reasonable notice, the Village Administrator, or his designee, shall have access to all portions of the Project during construction. Additionally, during the term of this Agreement and upon reasonable prior written notice, the Village Administrator, or his designee, shall have access to the Developer's books and records relating to the construction of the Project, the private financing of the Project, the acquisition of the Property and the Business District Project Costs with respect thereto, including but not limited to the Developer's closing documents, financing commitments, loan documents and statements, general contractor's and contractor's sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices. These records shall be available for inspection, audit, examination and copying upon five (5) business days' notice. The Developer shall incorporate this right to inspect, audit, examine and copy the foregoing books and records into all construction contracts entered into by the Developer with respect to the Business District Project Costs and/or the construction of the Project.

K. To the extent required by law, the Developer agrees to pay, and to contractually obligate and cause any and all general contractors and subcontractors to pay, the prevailing rate of wages as established by the Village pursuant to the Illinois Prevailing Wage Act [820 ILCS 130/0.01 *et seq.* (Illinois State Bar Ed. 2014)] when constructing the Project. The Developer shall indemnify, hold harmless, and defend the Village, its governing body members, officers, and agents, including independent contractors, consultants and legal counsel, servants and employees thereof ("Indemnified Parties"), against all regulatory actions, complaints, damages, claims, suits, liabilities, liens, judgments, costs and expenses, including reasonable attorney's fees, which may in any way arise from or accrue against the Indemnified Parties as a consequence of compliance with the Prevailing Wage Act or which may in any way result therefrom, including a complaint by the Illinois Department of Labor under Section 4(a-3) of the Prevailing Wage Act, 820 ILCS 130/4(a-3) that any or all of the Indemnified Parties violated the Prevailing Wage Act by failing to give proper notice to the Developer or any other party performing applicable work that no less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing work on the Project, including interest, penalties or fines under Section 4(a-3) of the Prevailing Wage Act. The indemnification obligations of this Section on the part of the Developer shall survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, the Developer shall, at its own

expense, appear, defend and pay all charges of reasonable attorney's fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith, and, if any judgment or award shall be rendered against the Indemnified Parties in any such action, the Developer shall, at its own expense, satisfy and discharge such judgment or award.

- L. The Developer shall cooperate with the Village and provide the Village with the information in Developer's possession or control required and necessary under the Act to enable the Village to comply with the Act and its obligations under this Agreement.
- M. The Developer represents, warrants and covenants that no member, official, officer, employee of the Village, or any commission or committee exercising authority over the Project or the Property, or any consultant hired by the Village or the Developer with respect thereto, owns or controls or has owned or controlled any interest, direct or indirect, in the Project or any portion of the Property, or will own or control any interest in the Project.
- N. (1) The Developer has furnished to the Village a proforma project budget dated \_\_\_\_\_, 2018 (the "Project Budget") showing total costs for the Project in an amount not less than Twenty-Four Million Dollars (\$24,000,000.00) and the sources thereof and a one (1) year operation statement and annual income and expenses of the Project which demonstrates the need of the Village Incentive (defined below). The Project Budget is attached hereto and made a part hereof as

Exhibit D. The Developer hereby certifies to the Village that the Project Budget is true, correct and complete. The Developer shall promptly deliver to the Village certified copies of any Material Change Orders (as hereinafter defined) with respect to the Project Budget for approval by the Village. Material Change Orders shall be defined as any changes to the Project Budget that, in the aggregate, result in a reduction of the total cost of the Project below Twenty-Four Million Dollars (\$24,000,000.00). Any Material Change Orders must be submitted by the Developer to the Village concurrently with the Certificates of Expenditures as described in Section 2.2(C) hereof; the Developer must obtain the Village's prior written approval before approving any Material Change Orders.

(2) The Developer acknowledges that the Village Incentive is based upon the Developer spending not less than the Project Budget. Within sixty (60) days after issuance of a final certificate of occupancy for the Project, the Developer shall submit to the Village a certification of actual costs incurred by Developer in connection with the acquisition of the Property and construction of the Project together with copies of supporting documentation, including, but not limited to sworn contractors' statements, construction contracts and such other documents evidencing the cost of acquisition of the Property and construction of the Project as may be requested by the Village ("*Final Project Construction Cost*"). The Village and its financial consultant shall have ninety (90) days to review the certification of Final Project Construction Cost and the documentation evidencing the actual

costs and shall notify the Developer in writing if the certification of costs and submitted documentation are acceptable, or not, within such ninety (90) day time period. If not acceptable, the Parties shall negotiate to resolve the Village's objections and if after such thirty (30) day period the Parties are not able to mutually resolve and agree upon the Final Project Construction Cost, the Final Project Construction Cost shall be determined by binding arbitration, in accordance with the Project Cost Arbitration Methodology set forth in Section 2.1

(N) (3). Whether upon agreement by the Parties or resulting from the decision under arbitration, in the event the Final Project Construction Cost is less than the estimated cost of the Project set forth in the Project Budget, the amount of the Village Incentive shall be reduced on a dollar for dollar basis. The Village shall be entitled to retain all documents delivered by the Developer pursuant to this Article.

(3) "*Project Cost Arbitration Methodology*" shall mean the methodology set forth below to determine the Final Project Construction Cost, in accordance with this Section 2.1(N)(3) in the event the Parties are not otherwise able to reach agreement as to the Final Project Construction Cost within the time period prescribed in this Agreement. Following any inability of the Parties to reach agreement with respect to the Final Project Construction Cost within the time period prescribed in this Agreement, either party (the "*Arbitration Requesting Party*") may notify the other party (the "*Arbitration Non-Requesting Party*"), in writing ("*Arbitration Project Cost Notice*"), of the Arbitration Requesting Party's

desire to have the Final Project Construction Cost determined by binding arbitration in accordance with the provisions set forth herein. The Arbitration Project Cost Notice shall include the name, address and professional qualifications of the person designated to act as arbitrator on its behalf. Within ten (10) days after service of the Arbitration Project Cost Notice, the Arbitration Non-Requesting Party shall give written notice to the Arbitration Requesting Party specifying the name, address and professional qualifications of the person designated to act as arbitrator on behalf of the Arbitration Non-Requesting Party. The two (2) arbitrators so appointed shall each determine the Final Project Construction Cost by reviewing and analyzing the certification of actual costs incurred by the Developer, together with any such other documents evidencing the cost of construction of the Project, along with other documents deemed relevant by the arbitrators, and each shall submit a copy of the arbitrator's determination of the Final Project Construction Cost, along with supporting documentation to the Parties in writing, within thirty (30) days after appointment. If the lesser of such determinations when multiplied by 105% exceeds the higher of such determination, then the Final Project Construction Cost shall be the average of the two determined amounts. If the lesser of such determination when multiplied by 105% does not exceed the higher of such determinations, then the two (2) arbitrators shall, within ten (10) days after delivery of the second determination, select a third arbitrator who shall determinate the Final Project Construction Cost based upon the arbitrators' determinations and

supporting documentation, and such additional documentation and/or information the third arbitrator shall deem relevant. The determination of the third arbitrator shall be given within a period of twenty (20) days after the appointment of such third arbitrator.

All arbitrators appointed by or on behalf of either Party or appointed pursuant to the provisions hereof, shall be a construction engineer or architect with not less than ten (10) years of experience in the commercially retail construction industry, and devoting substantially all of their time to professional construction work at the time of appointment and be in all respects impartial and disinterested. If the Arbitration Non-Requesting Party fails to appoint its arbitrator within the time specified above, or if the two (2) arbitrators so selected cannot agree on the selection of the third arbitrator within the time above specified, then either party, on behalf of both parties, may request the appointment of such second or third arbitrator, as the case may be, by application to any Judge of the Circuit Court of the County of DuPage, State of Illinois, upon ten (10) days' prior written notice to the other party of such intent. Each party shall pay the fees and expenses of the arbitrator appointed by or on behalf of such party and the fees and expenses of the third arbitrator shall be borne equally by the parties, and shall not be considered a Project Cost.

- O. If the Developer, or its successor or assignee, ceases operation of the Pete's store, in whole or in part, or relocates its operations, in whole or in part, to a location outside the boundaries of the Village during the term of this Agreement (the

“Forfeiture Event”), the Developer, or its successor or assignee, shall pay to the Village an amount equal to all or a portion of the Developer Note payments received by the Developer, and/or its designee, successor or assignee, up to and including the date of the Forfeiture Event (the “Forfeited Amount”) as follows:

<u>Date of Forfeiture Event</u>	<u>Forfeited Amount</u>
Prior to the 11 <sup>th</sup> year following the Effective Date	100%
Between the 11 <sup>th</sup> year and before the 13 <sup>th</sup> year following the Effective Date	80%
Between the 13 <sup>th</sup> year and before the 15 <sup>th</sup> year following the Effective Date	60%
Between the 15 <sup>th</sup> year and before the 17 <sup>th</sup> year following the Effective Date	40%
Between the 17 <sup>th</sup> year and end of the Term of this Agreement	20%

The Forfeited Amount shall constitute a lien against the Property and the Village shall be entitled to record a lien against the Property. Notwithstanding the foregoing, the Forfeited Amount shall be paid to the Village within thirty (30) days of the Forfeited Event. Upon the Forfeiture Event, this Agreement shall be null and void and no further payments to the Developer, or its designee, successor and/or assignee, shall be made pursuant to Agreement.

P. During the term of this Agreement, the Developer and any lessee, sub-lessee, licensee or user of the Property shall not:

- (1) petition for tax-exempt status for all or a portion of the Property or Project;
- or

(2) transfer or convey all or a portion of the Property or Project to a tax-exempt organization or entity, except as part of an eminent domain action by a unit of government; or

(3) Lease or license or a portion of the Property or Project to a tax exempt organization or entity.

The Developer shall prohibit all lessees, licensees and users of the Property and/or Project from engaging in the above and include the provisions of this Section 2.1(P) in all leases, license agreements or other agreements permitting use of all or a portion of the Property and/or Project.

Q. The Developer is a limited liability company duly organized and existing and in good standing under the laws of the State of Illinois, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement. The Developer is solvent, able to pay its debts as they mature and financial able to perform all the terms of this Agreement. To the Developer's knowledge, there are no actions at law or similar proceedings which are pending or threatened against the Developer which would result in any material and adverse change to the Developer's financial condition, or which would materially and adversely affect the level of the Developer's assets as of the date of this Agreement or that would materially and adversely affect the ability of the Developer to proceed with the construction and development of the Project. The Developer will do or cause to be done all things necessary to preserve and keep in

full force and effect its existence and standing as a limited liability company, so long as the Developer maintains an interest in the Redevelopment Property or has any other remaining obligations pursuant to the terms of this Agreement. Concurrently with the execution and delivery of this Agreement, the Developer shall deliver a Certificate of Good Standing from the appropriate State evidencing the Developer's good standing as a limited liability company.

- R. Neither the execution and delivery of this Agreement by the Developer, the consummation of the transactions contemplated hereby by the Developer, nor the fulfillment of or compliance with the terms and conditions of this Agreement by the Developer conflicts with or will result in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of the Developer (with the Developer's prior written approval), any organizational documents, any restriction, agreement or instrument to which the Developer or any of its partners or venturers is now a party or by which the Developer or any of its partners or its venturers is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of the Developer, any related party or any of its venturers under the terms of any instrument or agreement to which the Developer, any related party or any of its partners or venturers is now a party or by which the Developer, any related party or any of its venturers is bound.

- S. The Developer has sufficient financial and economic resources to implement and complete the Developer's obligations contained in this Agreement. The Developer has or will obtain a firm commitment from a financial institution providing all monies necessary to construct the Project and shall provide the Village with a copy of said commitment.
- T. The Developer hereby represents and warrants that the Project requires economic assistance from the Village in order to commence and complete the Project and, but for the economic assistance to be given by the Village as heretofore stated, the Project as contemplated would not be economically viable nor would the funds necessary for its completion be made available.
- U. The Developer hereby represents and warrants that it shall comply with all applicable laws, rules and regulations of the State of Illinois, the County of DuPage and the United States of America, and any and all agencies or subdivisions thereof, and all other governmental bodies and agencies having jurisdiction over the Project.
- V. The Developer represents and warrants that it shall comply in all material respects with all terms, provisions and conditions, and that it shall not default or permit a continuing default under any document or agreement relating to the Project or the financing and development of the Project, including but not limited to this Agreement, and all agreements and documentation executed and delivered in connection with any financing or loans for the Project, a default under which would have a material adverse effect on the sales tax revenue generated thereby.

- W. The Developer shall diligently pursue obtaining all required permits and the Developer shall cause construction of the Project on the Property to be diligently prosecuted and completed pursuant to the terms hereof with due diligence and in good faith, subject to force majeure and the other provisions of this Agreement.
- X. The Developer agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required for carrying out the intention of or facilitating the performance of this Agreement to the extent legally permitted and within the Developer's sound legal discretion.
- Y. The Developer covenants that no officer, member, manager, stockholder, employee or agent, or any other person connected with the Developer, has knowingly made, offered or given, either directly or indirectly, to any member of the corporate authorities, or any officer, employee or agent of the Village, or any other person connected with the Village, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her capacity with the Village, to the extent prohibited under applicable law.
- Z. In accordance with Illinois law, 50 ILCS 105/3.1, simultaneously with the execution of this Agreement by the Parties, the Developer or an authorized managing member thereof shall submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary who has any interest, real or personal, in the Project, and every member entitled to receive more than 7 ½ % of the total

distributable income of any entity after having obtained such an interest in the Project or, alternatively, if an entity's stock is publicly traded, a sworn affidavit by an officer of the Developer or its managing agent that there is no readily known individual who has a greater than 7 ½% interest, real or personal, in the Developer or the Project. The sworn affidavit shall be substantially similar to the one described in Exhibit H, attached hereto and made a part of this Agreement. Said affidavit shall be updated, as necessary to reflect any changes in Ownership or interests in the Developer.

**2.2 Village Obligations and Agreements.** In consideration of the substantial commitment of the Developer to the development and construction of the Project, the Village agrees and covenants with the Developer as follows:

- A. Subject to the terms set forth in this Agreement, the Village shall pay the Developer an incentive (the "Village Incentive") of up to Five Million Dollars (\$5,000,000.00), to partially reimburse the Developer for those costs of the Project which constitute eligible business district project costs, as such term is defined in the Act, ("Business District Project Costs") and are set forth in Exhibit E, attached hereto and made a part hereof. The Village Incentive shall be evidenced by the issuance of promissory note as set forth in Section 2.2(B), below. Notwithstanding anything contained herein to the contrary, the Village Incentive shall not exceed the amount of Five Million Dollars (\$5,000,000.00).

B. Upon the determination by the Village of the Village Incentive and the verification of the amount of the Village Incentive following the procedure set forth in Section 2.1(N)(2), and the determination of the total amount of Business District Project Costs invoiced or otherwise evidenced and paid by the Developer, as set forth below, the Village will issue within sixty (60) days a promissory note, in the form attached hereto and made a part hereof as Exhibit F, to the Developer in an aggregate principal amount equal to the amount of Business District Project Costs which have been invoiced or otherwise evidenced and paid by the Developer up to a maximum principal amount of Five Million Dollars (\$5,000,000.00) (the "Developer Note"). The Business District Project Costs shall be evidenced by a certificate in the form attached hereto and made a part hereof as Exhibit G provided to and approved by the Village Administrator ("Certificate of Expenditure") pursuant Section 2.2(C), below. THE DEVELOPER NOTE IS A SPECIAL, LIMITED OBLIGATION PAYABLE SOLELY FROM SALES TAX MONIES ATTRIBUTABLE TO THE PROJECT AND COLLECTED BY THE VILLAGE PURSUANT TO THE BUSINESS DISTRICT ORDINANCES ("PROJECT SALES TAX") AND DEPOSITED IN A SEGREGATED SUB-ACCOUNT ("PROJECT SUB-ACCOUNT") OF THE BUSINESS DISTRICT FUND ("BUSINESS DISTRICT FUND") FROM TIME TO TIME AND SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE. For purposes of this Agreement, the Project Sub-Account is an internal account of the

Village established for bookkeeping and accounting purposes and shall not entail the establishment of an account with a bank or other financial institution. Additionally, any monies deposited in the Project Sub-Account shall not generate interest to which the Developer has a right of entitlement. Said obligation does not now and shall never constitute an indebtedness of the Village within the meaning of any State of Illinois constitutional or any statutory provision except as provided in the Developer Note and shall not constitute or give rise to a pecuniary liability of the Village or a charge or lien against the Village's general credit or taxing power; provided, however, that the obligations of the Village to annually deposit Project Sales Tax into the Project Sub-Account of the Business District Fund, if any, and to make payments on the Developer Note shall be and remain a contractual obligation of the Village, subject to the terms hereof and the Developer Note. The Developer Note may not be transferred, sold or assigned without the written consent of the Village, which consent should not be unreasonably withheld, conditioned or delayed.

Notwithstanding anything contained herein to the contrary, no payments shall be due, owing or made on the Developer Note until the Village has been reimbursed for all costs and expenses incurred by it for the preparation and administration of this Agreement.

- C. The submitted Certificate of Expenditure(s) shall be accompanied by such bills, contracts, invoices, lien waivers, or other evidence as the Village Administrator

shall reasonably require to establish the right to reimbursement under this Agreement. The Village Administrator shall have forty-five (45) days after receipt of any Certificate of Expenditure is submitted to approve or disapprove the same and, if disapproved, to provide written notice to the Developer an explanation as to why it is not prepared to recommend such approval. The only reasons for disapproval of any expenditure for which reimbursement is sought shall be: (1) that such expenditure is not an eligible Business District Project Cost pursuant to the Act, (2) that it is not contained on Exhibit E, as amended from time to time, (3) that it was not incurred or payment properly evidenced, or (4) that the item to which it pertains has not been completed by Developer in accordance with the provisions of this Agreement, the Site Plan, and/or the plans and/or permits regulating construction of the Project. The parties acknowledge that the determination of Business District Project Costs and qualification for reimbursement under this Agreement are subject to the Act, all amendments to the Act both before and after the date of this Agreement (if and only if such subsequent amendments are made by the Illinois State Legislature as specifically binding on prior development agreements), and administrative rules and final non-appealable orders of the Illinois or Federal Courts (as applicable) rendered during the term of this Agreement. The Village has no obligation to the Developer to attempt to modify said rules or decisions or to assist the Developer in obtaining approval of Business District

Project Costs and the preservation of any rights and remedies provided herein which are adversely affected by such legislative acts, rules or orders.

- D. In the event a claim is made against the Developer, its directors, members, managers, shareholders, officers, officials, agents and employees or any of them, or if the Developer, its directors, members, managers, shareholders, officers, officials, agents and employees or any of them (the "Developer Indemnified Party" or "Developer Indemnified Parties"), is made a party-defendant in any proceeding arising out of or in connection with the Village's duties, obligations and responsibilities under the terms of this Agreement [but specifically excluding any claim or cause of action concerning the acquisition, ownership, or transfer of the Property and subsequent construction, operation, or transfer of all or a portion of the Project], to the extent permitted by law, the Village shall indemnify, defend and hold harmless the Developer Indemnified Parties, or any Developer Indemnified Party, from all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorneys fees, in connection therewith. Any such Developer Indemnified Party may obtain separate counsel to participate in the defense thereof at his or her own expense. The Developer Indemnified Parties shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Village shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the

Developer Indemnified Parties, or any of them, as the case may be, provided that neither the Developer nor any of the other Developer Indemnified Parties shall be required to contribute to such settlement. The foregoing indemnification shall not be paid from Project Sales Tax.

### **2.3 Illinois Department of Transportation Highway Permit**

The Developer is currently constructing certain improvements in and about the Property, and in conjunction therewith, is required to obtain a permit (“Highway Permit”) from the Illinois Department of Transportation (“IDOT”) for roadway widening and improvements on Illinois Route 83 and Plainfield Road (including traffic signal work, sidewalk construction, storm sewer improvements and driveway access improvements) as more particularly described in the Engineering Plans prepared by Manhard Consulting Ltd. dated \_\_\_\_\_ (“Roadway Work”).

IDOT has denied Developer’s request for a Highway Permit for a portion of the Roadway Work and instead is requiring the Village to be the applicant for the Highway Permit as more particularly set forth on the Application for Highway Permit attached hereto as Exhibit I and incorporated herein by this reference (“Application”).

Subject to the terms, conditions and assurances by Developer set forth in this Section 2.3, Village is willing to promptly execute the Application, deliver the same to IDOT and use reasonable efforts to facilitate the processing of the Application subject to the following conditions:

- A. Developer shall, prior to the approval and execution of this Agreement, cause a bank letter of credit, the form of which shall be approved by the Village Administrator and (“LOC”) to be issued and delivered to Village in an amount not less than one hundred ten percent (110%) of the Village Engineer’s cost estimate of all off-site Roadway Work. The cost estimate of the off-site Roadway Work shall be subject to review and approval of Village’s Engineer which cost estimate shall include all components of the work including construction, Phase III engineering and Geotechnical soils. Village shall not release or reduce the letter of credit unless and until (i) IDOT approves, in writing, all off-site Roadway Work constructed and/or installed pursuant to the Highway Permit, and (ii) the Village receives sworn Contractors’ Affidavits and lien waivers from all of the Developer’s contractor(s) and suppliers, and the same has been reviewed and approved by the Village Engineer. Upon request from Developer from time to time, the amount of the Letter of Credit will reduced to an amount equal to one hundred ten percent (110%) of the Village Engineer’s then current cost estimate of all off-site Roadway Work yet to be completed, provided, the Developer shall not request a reduction in an amount less than Five Hundred Thousand Dollars (\$500,000.00);
- B. Developer’s general contractor for the off-site Roadway Work shall secure and post a Five Hundred Thousand Dollar (\$500,000.00) Highway Permit bond naming IDOT as obligee;

- C. Developer shall, at its sole expense, pay all amounts included for Phase III Engineer and Geotechnical/Soils Engineer and all reports generated by those consultants, shall be provided to the Village immediately upon their preparation for review by Village's Engineer. All review costs incurred by the Village for review by the Village's Engineer will be reimbursed by the Developer to Village within thirty (30) days;
- D. Developer, at its own cost, shall provide a certificate of insurance, acceptable to Village Administrator, which certificate shall comply with IDOT standard specifications and shall name the Village, its officials, officers, employees and agents as additional insureds;
- E. Developer shall indemnify, defend and hold Village, its officers, employees, elected officials and agents (the "Indemnified Parties") harmless from and against any and all actual costs (including reasonable attorneys' fees and costs), expenses and liabilities (collectively, "Costs") incurred by Village as a direct result of: (a) claims by IDOT against Indemnified Parties that Developer failed to comply with the terms and conditions of the Application and/or the Highway Permit; or (b) any claim against the Indemnified Parties arising out of the Developer's failure to complete the Roadway Work that is subject of the Highway Permit. The required policy or policies of insurance shall also name the Village as an additional insured for any and all claims, including but not limited to claims made by any person pursuant to the provisions of the Illinois Workers' Compensation Act;

- F. Developer shall also indemnify the Village, its officials, officers, employees and agents from and against any and all claims made by Developer's contractor(s) and suppliers against Indemnified Parties for any and all amounts due and owing Developer's suppliers, contractor(s) and sub-contractors including its and their claims by contractor(s) employees or agents for amounts due and owing as and for unpaid material, wages or otherwise;
- G. Developer shall cause its contractor(s) and sub-contractors to submit to Village copies of the progress reports required by IDOT regarding the prosecution for all off-site Roadway Work;
- H. Developer and Village understand that the Village will execute and submit the Application due solely to IDOT's refusal to accept the Application for the Roadway Work from Developer. Developer and Village further agree and acknowledge that:
- i. Village is not the agent of Developer or Developer's contractor(s) or sub-contractors and Village shall have no authority to bind Developer or Developer's contractor(s) or sub-contractors to the obligations and undertakings of the Highway Permit;
  - ii. Developer, through its contractor(s) or sub-contractors, shall furnish all labor, equipment and material and do all work and pay all costs associated with the work authorized by the Highway Permit for all Roadway Work;
  - iii. Developer and its contractor(s) and sub-contractors shall engage only in work authorized and approved by the Highway Permit. Developer shall

assume full and strict liability for all actions of itself, all real parties in interest, contractors, sub-contractors and consultants and Developer shall save, defend, hold harmless and indemnify the Village of Willowbrook, its officers, officials, employees, agents and consultants from and against any and all suites, claims actions, losses, injuries, damages, judgments and expenses, including court costs and attorneys' fees incurred and based on or that may arise or are alleged to have arisen out of the performance of the work approved by the Highway Permit including, but not limited to any act, willful or negligent of Developer, its contractor(s), its or their sub-contractors, employees, agents or consultants;

- iv. Developer shall use only contractor(s) approved by IDOT for the performance of the work. Prior to the commencement of the work, Developer's contractor(s) shall furnish the IDOT Regional Engineer with a copy of contractor's Certificate of Eligibility or, in the alternative, information satisfactory to IDOT evidencing the contractor(s)' qualifications and ability to perform the work. No work shall commence until IDOT issues a written approval of the proposed contractor;
- v. Village not responsible or liable for failure of IDOT to issue Highway Permit and that Developer waives all causes of action against the Village, its officials, officers, agents, employees, attorneys and consultants.

**ARTICLE III.  
AUTHORITY**

**3.1 Powers.**

- A. The Village hereby represents and warrants to the Developer that the Village has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the foregoing has been, or will be, duly and validly authorized and approved by all necessary Village proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Village, and is enforceable in accordance with its terms and provisions and the execution of this Agreement does not require the consent of any other governmental authority.
- B. The Developer hereby represents and warrants to the Village that the Developer has full lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the foregoing has been or will be duly and validly authorized and approved by all necessary Developer actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Developer, is enforceable in accordance with its terms and provisions and does not require the consent of any other party.

**3.2 Authorized Parties.** Except in cases where the approval or authorization of the Village's Corporate Authorities is required by law, whenever, under the provisions of this Agreement, or other related documents and instruments or any duly authorized supplemental agreements, any request, demand, approval, notice or consent of the Village or the Developer is

required, or the Village or the Developer is required to agree to, or to take some action at, the request of the other, such request, demand, approval, notice or consent, or agreement shall be given for the Village, unless otherwise provided herein, by the Village Administrator or his designee and for the Developer by any manager of the Developer so authorized (and, in any event, the officers executing this Agreement are so authorized). Any Party shall be authorized to act on any such request, demand, approval, notice or consent, or agreement or other action and neither Party hereto shall have any complaint against the other as a result of any such action taken.

#### **ARTICLE IV. GENERAL PROVISIONS**

4.1 **Time of Essence.** Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

4.2 **Mutual Assistance.** The Parties agree to take such actions, including the execution and delivery of such documents, instruments and certifications (and, in the case of the Village, the adoption of such ordinances and resolutions), as may be necessary or appropriate from time to time to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out such terms, provisions and intent.

Provided the Developer is in compliance with this Agreement, the Village agrees that it shall not revoke or amend the Business District Ordinances or this Agreement if such revocation or amendment would prevent the development of the Project in accordance with this Agreement. The Parties shall cooperate fully with each other in securing from any and all appropriate

governmental authorities (whether federal, state, county or local) any and all necessary or required permits, entitlements, authorizations and approvals to develop and construct the Project.

4.3 **Force Majeure.** For the purposes of this Agreement, neither the Developer nor the Village shall be considered to be in breach of any of its obligations hereunder if said Party is unable to acquire any property which, by the terms of this Agreement, said Party was required to acquire. "Force Majeure Delays" means delays in the construction caused by any one or combination of the following, which are beyond the reasonable control of and/or without the fault of the Party relying thereon, destruction by fire or other casualty, or performance is prevented by strike or other labor troubles, other than those caused by Developer, governmental restrictions, takings, and limitations arising subsequent to the date hereof, war or other national emergency; fire, flood or other casualties, shortage of material not attributable to any action or conduct of Developer, extreme adverse weather conditions, such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, tornadoes or cyclones, any delay in the performance by Developer resulting from the non-performance of the Village's responsibilities, and any other extraordinary events or conditions beyond the reasonable control of the Developer or the Village which, in fact, unreasonably interferes with the ability of the Developer or the Village to discharge its respective obligations hereunder. Force Majeure Delay shall not include: (1) economic hardship or impracticability of performance (except as may be provided herein), (2) commercial or economic frustration of purpose (except as may be provided herein), or (3) a failure of performance by a contractor (except as caused by events which are Force Majeure Delay as to the contractor).

In each case where a Party hereto believes its performance of any specific obligation, duty or covenant is delayed or impaired by reason of an event of Force Majeure Delay, the Party claiming the benefit of this Section 4.3 shall notify the other Party of the nature of the event claimed to constitute Force Majeure Delay and, specifically, the obligation, duty or covenant which it believes is delayed or impaired by reason of the designated event. Notification shall be provided in accordance with Section 4.11 hereof. Performance of the obligation, duty or covenant impaired by reason of the designated event shall be tolled for that period of time reasonably necessary to remove or otherwise cure the impediment to performance and the Party relying on the event of Force Majeure Delay shall be obligated to pursue such remedy or cure with reasonable diligence given the nature of the impairment, to the extent the same may be reasonably cured. In no case shall an event of Force Majeure Delay toll the performance of any obligation, duty or covenant not directly implicated in the claimed event of Force Majeure Delay. Further, nothing herein shall be deemed to preclude the right of the Party entitled, by the terms of this Agreement, to receive the performance of any obligation, duty or covenant to challenge the validity of a claimed event of Force Majeure Delay.

4.4 **Breach.** A Party shall be deemed to be in breach of this Agreement if it fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement after the expiration of the any cure period applicable thereto, as hereinafter provided.

4.5 **Cure of Breach.** Except as otherwise provided herein (including without limitation in case of defaults in the failure to make monetary payments due hereunder), prior to the time that

a failure of any Party to this Agreement to perform its obligations hereunder or the failure to perform any other action or omission to perform any such obligation or action described in Section 4.4 shall be deemed to be a breach hereof, the Party claiming such failure shall provide written notification to the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within sixty (60) days, or thirty (30) days in the event of non-payment of monies otherwise due and payable, of the receipt of such notice. The prosecution of the conduct necessary to remedy the alleged breach must be diligently pursued until the cure is perfected. The obligation to cure defaults, as herein required, shall be tolled during any applicable time period during which a delay in performance is permitted as an event of Force Majeure Delay under the provisions of Section 4.3 hereof but the tolling of the performance of any obligation shall be limited to the obligation or action as to which the Force Majeure Delay provisions apply.

In the event that either Party shall breach any provision of this Agreement and fail to cure said breach as provided in the preceding paragraph or as elsewhere provided in this Agreement, the non-defaulting Party may enforce the terms hereof by filing any action or proceeding available at law or in equity, in any court of competent jurisdiction, including an action for specific performance of the covenants and agreements herein contained. In addition, a non-defaulting Party may recover actual, but not consequential damages, directly and proximately relating to the defaulting Party's failure to perform the terms hereof. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section 4.5 or pursuant to the provisions

of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and nonexclusive of any other remedy either set forth herein or available to any Party at law or in equity.

4.6 **Amendment.** This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties evidenced by a written amendment, by the adoption of an ordinance or resolution of the Village approving said written amendment, as provided by law, and by the execution of said written amendment by the Parties or their successors in interest.

4.7 **Entire Agreement.** This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties.

4.8 **Severability.** If any provisions, covenants, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

4.9 **Consent or Approval.** Except as otherwise provided in this Agreement, whenever consent or approval written or otherwise of any Party to this Agreement is required, such consent or approval shall not be unreasonably withheld, delayed or conditioned.

4.10 **Illinois Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois.

4.11 **Notice.** Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by telecopy facsimile; or (iii) sent by a recognized overnight courier service; or (iv) delivered by United States registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the Parties at their respective addresses set forth below, and the same shall be effective (a) upon receipt or refusal if delivered personally or by telecopy facsimile; (b) one (1) business day after depositing with such an overnight courier service, or (c) two (2) business days after deposit in the mail, if mailed. A Party may change its address for receipt of notices by service of a notice of such change in accordance herewith. All notices by telecopy facsimile shall be subsequently confirmed by U.S. certified or registered mail.

If to the Village:

Village of Willowbrook  
Attn: Village Administrator  
835 Midway Drive  
Willowbrook, Illinois 60527  
Fax No. (630) 323-0787

with a copy to:

Thomas M. Bastian  
Storino, Ramello & Durkin  
9501 West Devon Avenue, 8<sup>th</sup> Floor  
Rosemont, Illinois 60018  
Fax No. (847) 318-9509

If to the Developer:

Route 83 & Plainfield Road LLC  
Attn: James Dremonas, Managing Member  
4333 South Pulaski Road  
Chicago, Illinois 60632  
Fax No. \_\_\_\_\_

with a copy to:

Anthony Stamas, Esq.  
555 Pond Drive  
Wood Dale, Illinois 60191  
Fax No. \_\_\_\_\_

4.12 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

4.13 **Term of Agreement.** The term ("Term") of this Agreement shall commence on the Effective Date and continue for a period of twenty (20) years, but in no event past the expiration of the Business District. Notwithstanding the foregoing or anything contained herein to the contrary, this Agreement, and all Village obligations herein shall be null and void if a permanent PFM Certificate of Occupancy is not issued prior to May 1, 2019, subject to any Force Majeure Delay extensions.

4.14 **Good Faith and Fair Dealing.** Village and Developer acknowledge their duty to exercise their rights and remedies hereunder and to perform their covenants, agreements and obligations hereunder, reasonably and in good faith.

4.15 **Drafting.** Each Party and its counsel have participated in the drafting of this Agreement therefore none of the language contained in this Agreement shall be presumptively construed in favor of or against either Party.

4.16 **Recording.** The Parties agree to record a signed copy of this Agreement or a memorandum of this Agreement with the DuPage County Recorder of Deeds.

4.17 **Covenants Run with the Land/Successors and Assigns.** It is intended that the covenants, conditions, agreements, promises, obligations and duties of each Party as set forth in this Agreement shall be construed as covenants and that, to the fullest extent legally possible, all such covenants shall run with and be enforceable against both the Property and the Project. Such covenants shall terminate upon termination or expiration of this Agreement.

This Agreement shall inure to the benefit of, and shall be binding the Developer and the Developer's respective successors, grantees and assigns, and upon successor corporate authorities of the Village and successor municipalities.

Notwithstanding the foregoing, this Agreement may not be sold, assigned or otherwise transferred without the written consent of the Village.

4.18 **Default Shall Not Permit Termination of Agreement.** No default under this Agreement shall entitle any Party to terminate, cancel or otherwise rescind this Agreement; provided, however, this limitation shall not affect any other rights or remedies the Parties may have by reason of any default under this Agreement.

4.19 **Right to Enjoin.** In the event of any violation or threatened violation of any of the provisions of this Agreement by a Party or Occupant, any other Party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, and/or for a decree of specific performance.

4.20 **Partial Funding.** Except as otherwise set forth in this Agreement, the Developer acknowledges and agrees that the economic assistance to be received by the Developer as set forth

in this Agreement is intended to be and shall be a source of partial funding for the Project and agrees that any additional funding above and beyond said economic assistance shall be solely the responsibility of the Developer. The Developer acknowledges and agrees that the amount of economic assistance set forth in this Agreement represents the maximum amount of economic assistance to be received by the Developer from the Village with respect to the Project, provided the Developer complies with the terms and provisions set forth in this Agreement. The Developer further acknowledges and agrees that the Village is not a joint developer or joint venturer with the Developer and the Village is in no way responsible for completion of any portion of the Project.

4.21 **Attorney Fees.** Should it become necessary to bring legal action or proceedings to enforce this Agreement, or any portion thereof, or to declare the effect of the provisions of this Agreement, the prevailing party shall be entitled to recover or offset against sums due, its costs, including reasonable attorney=s fees, in addition to whatever other relief the prevailing party may be entitled. Any legal fees incurred by the Village arising from any cause of action related to this Agreement and/or any obligation of the Village under this Section may be paid from Project Sales Tax.

4.22 **No Joint Venture, Agency or Partnership Created.** Neither anything in this Agreement nor any acts of the Parties to this Agreement shall be construed by the Parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such Parties.

4.23 **Waiver.** Any party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver

is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

**4.24 No Personal Liability of Officials of Village or Developer.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the Mayor, Village Board Member, Village Administrator, any official, officer, partner, member, manager, director, agent, employee or attorney of the Village or Developer, in his or her individual capacity, and no official, officer, partner, member, manager, director, agent, employee or attorney of the Village or Developer shall be liable under this Agreement or be subject to any personal liability or accountability by person of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

**4.25 Repealer.** To the extent that any ordinance, resolution, rule, order or provision of the Village's code of ordinances, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.

**4.26 Estoppel Certificates.** Each of the parties hereto agree to provide the other, upon not less than ten (10) business days prior request, a certificate ("*Estoppel Certificate*") certifying that this Agreement is in full force and effect (unless such is not the case, in which case such parties shall specify the basis for such claim), that the requesting party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting party.

4.27 **Transfer or Sale of Project or Property.** The Developer shall not sell or convey any interest in the Project or Property (the “Transfer Event”) without the written consent of the Village, which consent shall not be unreasonably withheld. In the event a Transfer Event occurs without the written consent of the Village, such Transfer Event shall be deemed a Forfeiture Event and the Developer shall pay to the Village a Forfeiture Amount in accordance with Section 2.1(O).

4.28 **Municipal Limitations.** All municipal commitments are limited to the extent required by law.

4.29 **Effectiveness.** The Effective Date for this Agreement shall be the day on which this Agreement is approved by the Village by an ordinance authorizing its execution. Developer shall execute this Agreement not later than twenty-one (21) days after Village Board approval of said ordinance or else this Agreement will be deemed void.

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

**VILLAGE OF WILLOWBROOK,**  
an Illinois Municipal Corporation

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

ATTEST:

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

**ROUTE 83 & PLAINFIELD ROAD, LLC,**  
an Illinois limited liability company

By: \_\_\_\_\_  
Managing Member

**EXHIBIT A**

**Legal Description of Business District**

THAT PART OF THE SOUTH HALF OF SECTION 23 AND THE NORTH HALF OF SECTION 26 TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY SOUTHEAST CORNER OF LOT 1 IN PERSEVERANCE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23 AND THE NORTHEAST QUARTER OF SAID SECTION 26, ACCORDING TO THE PLAT THEREOF RECORDED JULY 30, 2007 AS DOCUMENT NO. R2007-141528; THENCE NORTHERLY, WESTERLY, NORTHERLY, EASTERLY AND NORTHERLY ALONG THE EAST LINE OF SAID LOT 1 TO A POINT ON THE SOUTH LINE OF LOT 1 IN WILLOWBROOK CENTER UNIT NO. 1, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 16, 1963 AS DOCUMENT NO. R63-37895; THENCE EASTERLY ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 1 TO A POINT ON THE SOUTH LINE OF LOT 2 IN LENZ'S ASSESSMENT PLAT, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23, ACCORDING TO THE PLAT THEREOF RECORDED JULY 5, 1955 AS DOCUMENT NO. 763597; THENCE EASTERLY ALONG SAID SOUTH LINE AND ALONG THE EASTERLY EXTENSION THEREOF TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ADAMS STREET; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF PLAINFIELD ROAD; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE SOUTHWESTERLY CORNER OF LOT 1 IN 1<sup>ST</sup> BURLINGTON BANK, WILLOWBROOK RESUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1986 AS DOCUMENT NO. R86-115152; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 1 AND ALONG THE NORTHERLY EXTENSION THEREOF TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 69<sup>TH</sup> STREET; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF LOT 14 IN SCHILLER'S ADDITION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 14, 1950 AS DOCUMENT NO. 595530; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 14 TO THE SOUTHWEST CORNER OF LOT 12 IN WEST TOWN DEVELOPMENT COMPANY'S RESUBDIVISION, BEING A

SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 1955 AS DOCUMENT NO. 766039; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 12 AND ALONG THE WEST LINE OF LOT 13 IN SAID WEST TOWN DEVELOPMENT COMPANY'S RESUBDIVISION TO THE NORTHEAST CORNER OF PARCEL 1 IN WILLOWBROOK OFFICE PARK LOT 12 ASSESSMENT PLAT, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 23, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 8, 2005 AS DOCUMENT NO. R2005-197465; THENCE WESTERLY, SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG THE NORTH LINE OF SAID PARCEL 1 115.50 FEET (MORE OR LESS) TO A POINT ON THE NORTHEASTERLY LINE OF A PERMANENT EASEMENT (AS SHOWN ON AN EASEMENT EXHIBIT PREPARED BY MANHARD CONSULTING, LTD AND DATED JUNE 9, 2016); THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY PERMANENT EASEMENT LINE TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 83; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 15 IN BLOCK 35 IN TRI STATE VILLAGE UNIT NO. 5, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SAID SECTION 23 AND THE NORTHWEST QUARTER OF SAID SECTION 26, ACCORDING TO THE PLAT THEREOF RECORDED JULY 20, 1944 AS DOCUMENT NO. 465114; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID ILLINOIS ROUTE 83; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF 72<sup>ND</sup> COURT; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION TO A POINT OF INTERSECTION WITH SAID EAST RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 83; THENCE EASTERLY, SOUTHERLY AND EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 72<sup>ND</sup> COURT TO A POINT ON THE EAST LINE OF LOT 6 IN HINSDALE HIGHLAND ESTATES, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SAID SECTION 26, ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1954 AS DOCUMENT NO. 720969; THENCE NORTHERLY ALONG SAID EAST LINE EXTENDED NORTHERLY TO THE POINT OF BEGINNING.

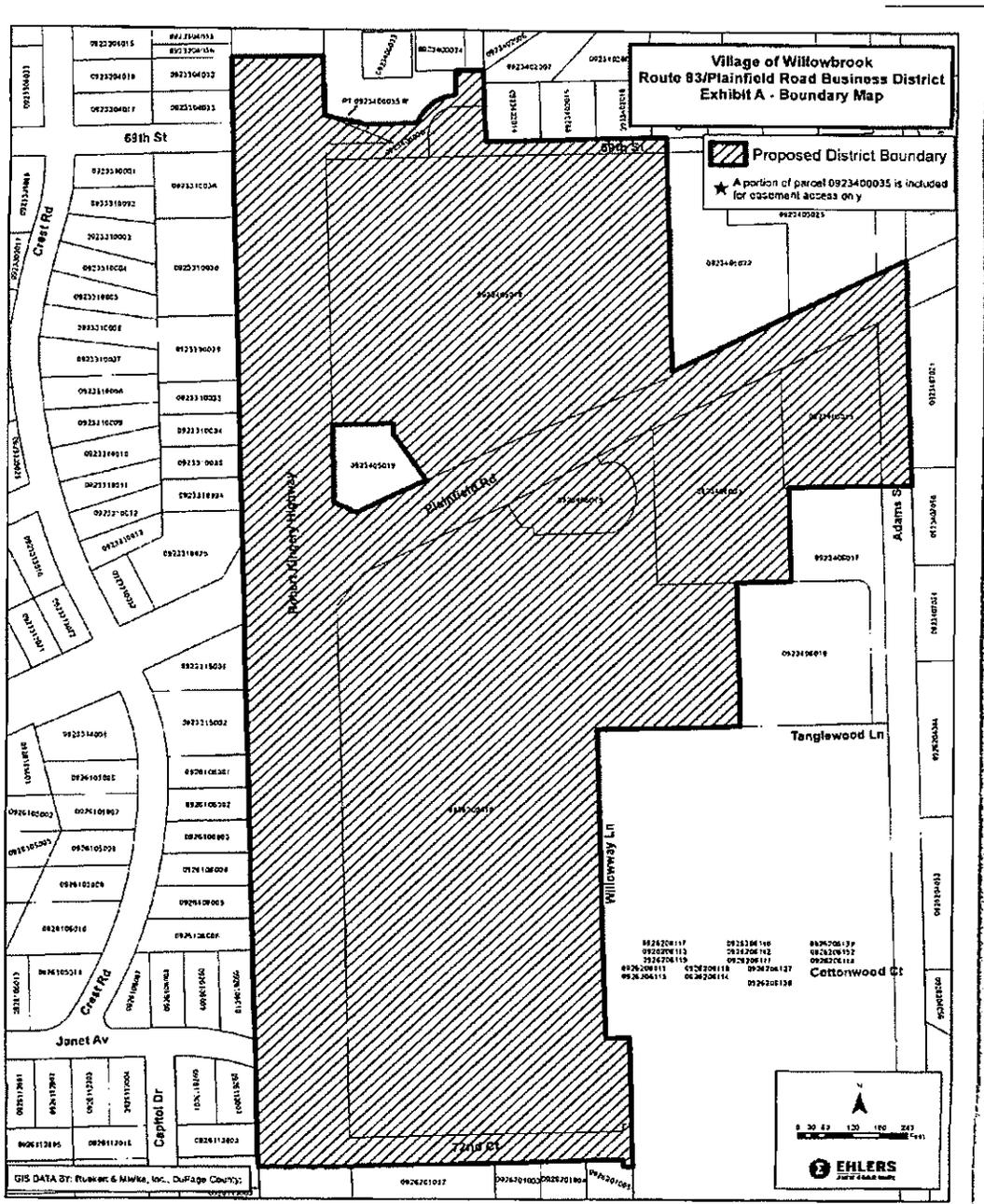
EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL (P.I.N. 09-23-405-019):

THAT PART OF LOT 4 WHICH LIES EAST OF THE EAST LINE OF ILLINOIS ROUTE 83 AND NORTHERLY OF THE NORTHERLY RIGHT-OF-WAY LINE OF PLAINFIELD ROAD AS PER PLAT OF DEDICATION RECORDED JUNE 27, 1961 AS DOCUMENT NO. R61-11952 AND WHICH LIES SOUTH OF A LINE DRAWN PERPENDICULAR TO THE EAST

LINE OF SAID ILLINOIS ROUTE 83 TO A POINT WHICH IS 298.40 FEET NORTH OF THE CENTER LINE OF PLAINFIELD ROAD (MEASURED ALONG THE EAST LINE OF SAID ROUTE 83), ALSO, THAT PART OF LOT 3 WHICH LIES NORTHERLY OF THE NORTHERLY RIGHT-OF-WAY LINE OF PLAINFIELD ROAD AS PER PLAT OF DEDICATION RECORDED JUNE 27, 1961 AS DOCUMENT NO. R61-11952, AND WHICH LIES SOUTHERLY OF A LINE DRAWN FROM A POINT IN THE WEST LINE OF SAID LOT 3, SAID POINT BEING 138.94 FEET NORTH OF THE NORTH LINE OF SAID PLAINFIELD ROAD (MEASURED ALONG SAID WEST LINE OF LOT 3) TO A POINT IN THE NORTHERLY LINE OF SAID PLAINFIELD ROAD, SAID LOTS 3 AND 4 BEING IN OWNER'S SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 26, ALL IN TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 24, 1931 AS DOCUMENT NO. 311500, IN DUPAGE COUNTY, ILLINOIS.

# EXHIBIT A-1

## Map of Business District



**EXHIBIT B**  
**Legal Description of Property**

**EXHIBIT B-1**  
**Map of Property**

**EXHIBIT C**

**Site Plan**

**EXHIBIT D**

**Project Budget**

**EXHIBIT E**

**Business District Project Costs**

Eligible Costs\*:

1.

2.

TOTAL

\_\_\_\_\_

\$

\*Partial List

**Exhibit F**

**Form Developer Note**

**Form Developer Note**

REGISTERED  
NO. R-1

AMOUNT  
\$ \_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
COUNTY OF DUPAGE  
NON-INTEREST BEARING DEVELOPER NOTE  
(VILLAGE OF WILLOWBROOK, ILLINOIS  
ROUTE 83/PLAINFIELD ROAD BUSINESS DISTRICT)**

Registered Owner:

Taxable Interest Rate: ZERO PERCENT (0%)

Issuance Date: \_\_\_\_\_, 201\_\_

Maturity Date: \_\_\_\_\_, 202\_\_ (which is 20 years after the Issuance Date or the expiration of the Business District, whichever occurs first)

**KNOW ALL PERSONS BY THESE PRESENTS**, that the Village of Willowbrook, DuPage County, Illinois (the "Village"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Developer Note from time to time advanced by the Registered Owner to pay Business District Project Costs of the Project (as defined in the Redevelopment Agreement, defined below) in accordance with that certain Ordinance adopted by the Corporate Authorities of the Village on \_\_\_\_\_, 2018 (the "Ordinance") and that

certain Redevelopment Agreement dated \_\_\_\_\_, 2018 (the "Redevelopment Agreement") between the Village and JD Real Estate and Route 83 & Plainfield Road, LLC in the principal amount of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).

Principal payments on this Developer Note are payable annually on April 30th of each year, from Project Sales Tax received by the Village prior to January 1<sup>st</sup> of such payment year, commencing on April 30, 20\_\_ to and including the Maturity Date from Project Sales Tax on deposit in the Project Sub-Account of the Business District Fund (as such terms are defined in the Redevelopment Agreement), only to the extent such monies are available. The Registered Owner shall be entitled to receive all Project Sale Tax deposited in the Business District Fund on or prior to the earlier of the Maturity Date. Notwithstanding anything to the contrary contained herein, this Developer Note shall automatically be cancelled and be deemed paid-in-full on or earlier of the Maturity Date or \_\_\_\_\_, even if the sum of all payments made on this Developer Note do not satisfy in full the principal balance of this Developer Note. Any successful claim for credit against the Project Sales Tax granted by the Illinois Department of Revenue shall be deducted from the next annual payment on this Developer Note, or if the Developer Note has been paid in full, shall be rebated by the Developer to the Village within thirty (30) days' notice from the Village.

The principal payments on this Developer Note shall be payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Director of Finance of the Village, as registrar and paying agent (the "Registrar"), at the close of business on the payment date noted above, and shall be paid by wire transfer, check or draft of the Registrar, payable in lawful money of the

United States of America, wired in accordance with the wire instructions provided by the Registered Owner or mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal shall be payable solely upon presentation of this Developer Note at the principal office of the Registrar in Willowbrook, Illinois or as otherwise directed by the Village.

This Developer Note is issued by the Village in fully registered form in the aggregate principal amount of advances previously made from time to time by the Developer up to \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) for the purpose of reimbursing the Developer for certain Business District Project Costs (as defined in the Redevelopment Agreement) incurred by the Developer in connection with the redevelopment of the Project (as defined in the Redevelopment Agreement), on the Property (as defined in the Redevelopment Agreement) in the Village, all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Business District Development and Business District Law (65 ILCS 5/11-74.3-1 et seq.) (the "Act"), and the Ordinance, in all respects as by law required. IN NO EVENT SHALL THE TOTAL PRINCIPAL PAYMENTS ON THIS DEVELOPER NOTE EXCEED FIVE MILLION DOLLARS (\$5,000,000.00). THE PRINCIPAL BALANCE OF THIS DEVELOPER NOTE SHALL NOT BEAR INTEREST.

The Village has assigned and pledged certain rights, title and interest of the Village in and to Project Sales Tax on deposit in the Project Sub-Account of the Business District Fund, if any, which the Village is entitled to receive pursuant to the Act, the Redevelopment Agreement and the Ordinance, and on deposit in the Project Sub-Account of the Business District Fund in order to

pay the principal of this Developer Note. Reference is hereby made to the aforesaid Ordinance and Redevelopment Agreement for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Developer Note and the terms and conditions under which this Developer Note is issued and secured. **THIS DEVELOPER NOTE IS NOT A GENERAL OR MORAL OBLIGATION OF THE VILLAGE BUT IS A SPECIAL LIMITED OBLIGATION OF THE VILLAGE, AND IS PAYABLE SOLELY FROM THE PROJECT SALES TAX ON DEPOSIT IN THE PROJECT SUB-ACCOUNT OF THE BUSINESS DISTRICT FUND (AS SUCH TERMS ARE DEFINED IN THE REDEVELOPMENT AGREEMENT), AND SHALL BE A VALID CLAIM OF THE REGISTERED OWNER HEREOF ONLY AGAINST SAID SOURCE. THIS DEVELOPER NOTE SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE VILLAGE, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE REGISTERED OWNER OF THIS DEVELOPER NOTE SHALL NOT HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE VILLAGE, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF TO PAY THE PRINCIPAL ON THIS DEVELOPER NOTE.**

Notwithstanding anything contained herein to the contrary, no payments shall be due, owing or made on this Developer Note until the Village has been reimbursed for all costs and expenses incurred by it for the preparation and administration of the Redevelopment Agreement.

The Village may prepay this Developer Note at any time.

Upon written consent of the Village, which such consent shall not be unreasonably withheld, conditioned or delayed, this Developer Note may be transferred, sold or assigned by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Willowbrook, Illinois, but only upon surrender and cancellation of this Developer Note. Upon a transfer or sale, a new Developer Note of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange herefor. Transfer, sale or assignment shall be in accordance with the form at the end of this Developer Note.

This Developer Note hereby authorized shall be executed and delivered as provided for in the Redevelopment Agreement.

Pursuant to the Redevelopment Agreement, the Developer has agreed to construct the Project on the Property and to advance funds for eligible Business District Project Costs related to the Project. Such costs up to the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) as determined and adjusted pursuant to the Redevelopment Agreement shall be deemed to be a disbursement of the proceeds of this Developer Note. The outstanding balance amount of this Developer Note shall be determined in accordance with the terms of the Redevelopment Agreement. Upon payment in full, the Maturity Date of this Developer Note or the termination of the Redevelopment Agreement, whichever occurs first, this Developer Note shall be deemed "Paid In Full" and shall be surrendered to the Village and cancelled.

The Village and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the Village nor the Registrar shall be affected by any notice

to the contrary, unless transferred in accordance with the provisions hereof of the Redevelopment Agreement.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Developer Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Developer Note, together with all other obligations of the Village, does not exceed or violate any constitutional or statutory limitation applicable to the Village.

Any term not otherwise defined herein shall have the meaning set forth in the Redevelopment Agreement.

This Developer Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

[The rest of this page intentionally left blank]

**IN WITNESS WHEREOF**, the Village of Willowbrook, DuPage County, Illinois, by its Corporate Authorities, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Developer Note to be signed by the duly authorized manual or facsimile signature of the Mayor and Village Clerk as of the issuance Date set forth above.

\_\_\_\_\_  
Mayor

(SEAL)  
Attest:

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

**CERTIFICATE  
OF  
AUTHENTICATION**

Registrar and Paying Agent:  
Director of Finance of the  
Village of Willowbrook,  
DuPage County, Illinois

This Developer Note is described in the within mentioned Ordinance and is the \$ \_\_\_\_\_ Developer Note (Village of Willowbrook, Illinois Route 83/Plainfield Road Business District) Developer Note Series 20\_\_ of the Village of Willowbrook, DuPage County, Illinois.

\_\_\_\_\_  
Director of Finance

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

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto the within Note and does hereby irrevocably constitute and appoint attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_  
Registered Owner

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the Note in every particular, without alteration or enlargement or any change whatever.

Consented to as of: \_\_\_\_\_

Village of Willowbrook, DuPage County, Illinois

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

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

**EXHIBIT G**

**Form of a Business District Project Cost  
Requisition Certificate**

TO: VILLAGE OF WILLOWBROOK, ILLINOIS  
FROM: ROUTE 83 AND PLAINFIELD ROAD, LLC AND JD REAL ESTATE  
SUBJECT:

This represents the Requisition Certificate in the total amount of \$\_\_\_\_\_ for payment of eligible business district costs of the Project.

The undersigned does certify that:

1. All of the expenditures for which reimbursement is requested hereby represent proper costs of the Project and have not been previously reimbursed by the Village.
2. All of the reimbursements herein requested from the Business District Fund have been used or are being used by the Developer for eligible business district project costs of the Project first incurred on or after \_\_\_\_\_.

[Rest of this page intentionally left blank]

3. Attached are true and accurate copies of contractor's sworn statements, paid invoices and accompanying lien waivers evidencing the payment of the amount set forth herein by the Developer.

Executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**ROUTE 83 & PLAINFIELD ROAD, LLC**  
a \_\_\_\_\_ limited liability company

By: \_\_\_\_\_  
Managing Member

Approved:

**VILLAGE OF WILLOWBROOK**

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

Acknowledged:

\_\_\_\_\_,  
as Village Financial Advisor

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

**EXHIBIT H**  
**Disclosure Affidavit**

State of Illinois        )  
  ) ss  
County of \_\_\_\_\_ )

THE DEVELOPER MUST SIGN THIS AFFIDAVIT.

I, \_\_\_\_\_, reside at \_\_\_\_\_ in the City/Village of \_\_\_\_\_, County of \_\_\_\_\_, State of Illinois, being first duly sworn and having personal knowledge of the below facts, swear to the following:

That I am over the age of eighteen and serve as the (choose one) \_\_\_\_\_ (i.e., owner, authorized member, corporate official or managing agent) of Route 83 and Plainfield Road, LLC ("**Developer**").

That the Redevelopment Property in question has a common street address referred to as: \_\_\_\_\_ in the Village of Willowbrook, County of DuPage, State of Illinois, and with a Property Index Number(s) of \_\_\_\_\_ (hereinafter "**Redevelopment Property**").

That I understand that pursuant to 50 ILCS 105/3.1, prior to execution of the Redevelopment Agreement between the Developer and the Village, state law requires the owner, authorized trustee, corporate official or managing agent to submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary who will obtain any interest, real or personal, in the Redevelopment Property, and every shareholder who will be entitled to receive more than 7.5% of the total distributable income of any corporation having any interest, real or personal, in the Redevelopment Property after this transaction is consummated.

As the owner, authorized trustee, corporate official or management agent, I declare under oath that (choose one):

- (a) The owners or beneficiaries of the trust are \_\_\_\_\_; or
- (b) The shareholders with more than 7 ½% interest are \_\_\_\_\_; or
- (c) The corporation is publicly traded and there is no readily known individual having greater than a 7 ½% interest in the corporation.

This instrument is made to induce the Village to enter into the Redevelopment Agreement and in accordance with 50 ILCS 105/3.1.

Affiant: \_\_\_\_\_

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

**EXHIBIT I**

**IDOT Application for Highway Permit**

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT AND EXECUTE A PROPOSAL TO PURCHASE A PUBLIC SAFETY AND COMMUNITY ENGAGEMENT NOTIFICATION SYSTEM – EVERBRIDGE NIXLE

**AGENDA NO.****8****AGENDA DATE:** 5/29/18**STAFF REVIEW:** Robert Schaller, Chief of PoliceSIGNATURE: **LEGAL REVIEW:** Thomas Bastian, Village AttorneySIGNATURE: THOMAS BASTIAN TL.**RECOMMENDED BY:** Tim Halik, Village AdministratorSIGNATURE: Tim Halik**REVIEWED & APPROVED BY PUBLIC SAFETY COMMITTEE:** YES  on April 9, 2018 NO  N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

Everbridge Nixle offers free and paid notification services for local police departments, county emergency management offices, municipal governments and their agencies within the United States. The Nixle service allows government agencies to send messages to local residents via phone, email and web. Information is delivered almost instantly. Everbridge Nixle serves government agencies and organizations in all 50 states. By June 1, 2017 over 8,100 government agencies and over 3,000,000 subscribers were registered to use the Nixle location-based service.

Pricing for Village of Willowbrook based on a population of 8,560 is \$4,500 plus a one-time setup fee of \$500 for the initial year. This includes– unlimited users, unlimited messaging via voice, SMS, email, social media, unlimited groups, 5 keywords, automated National Weather Service alerts, anonymous tipping, etc.

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

The Everbridge Nixle proposal is a three-year commitment with no price increase in year two or three of the proposal. The addition of this service greatly increases the Village of Willowbrook footprint in mass notifications to Willowbrook residents. The Public Safety Committee discussed the proposal from Everbridge Nixle at the April 9, 2018, regular meeting of the Public Safety Committee and voted unanimously to forward a positive recommendation to the Village Board.

**ACTION PROPOSED:** Adopt Resolution.

RESOLUTION NO. 18-R-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO  
ACCEPT AND EXECUTE A PROPOSAL TO PURCHASE A PUBLIC SAFETY  
AND COMMUNITY ENGAGEMENT NOTIFICATION SYSTEM –  
EVERBRIDGE, INC.

---

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized and directed to accept the proposal from Everbridge, Inc. for the purchase and implementation of a public safety and community engagement notification system in an amount not to exceed \$4,500.00 as set forth in the proposal attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 29th day of May, 2018.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:

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

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

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

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



## Quotation

**Prepared for:**

Garrett Hummel  
 Village of Willowbrook, IL  
 835 Midway Drive  
 Willowbrook IL 60527  
 United States  
 Ph: (630) 920-2230  
 Fax:  
 Email: ghummel@willowbrook.il.us

**Quote #:** Q-12965  
**Date:** 3/7/2018  
**Expires On:** 5/30/2018  
**Confidential**

**Salesperson:** Lindsay Rogers  
**Phone:** 818-230-9585  
**Email:** lindsay.rogers@everbridge.com

**Contract Summary Information:**

Contract Period: 36 Months

Note: \*\*Quantity on this quote represents the population count

## Year 1

QTY	DESCRIPTION	PRICE
8,560	Nixle 360	USD 4,500.00
<b>Year 1 TOTAL:</b>		USD 4,500.00

## Year 2

QTY	DESCRIPTION	PRICE
8,560	Nixle 360	USD 4,500.00
<b>Year 2 TOTAL:</b>		USD 4,500.00

## Year 3

QTY	DESCRIPTION	PRICE
8,560	Nixle 360	USD 4,500.00
<b>Year 3 TOTAL:</b>		USD 4,500.00

**Pricing Summary:**

Price:	USD 4,500.00
Year One Fees:	USD 4,500.00
One-time Implementation and Setup Fees:	USD 500.00
Professional Services:	USD 0.00
<b>Total Year One Fees Due:</b>	<b>USD 5,000.00</b>

**Ongoing Fees:**

Year Two Fees:	USD 4,500.00
Year Three Fees:	USD 4,500.00

1. Additional rates apply for all international calls.
2. This Quote and the Service(s) provided are subject to the Everbridge, Inc. –Nixle Solutions Core Platform Service Agreement (“Service Agreement”), current as of the date of Client’s signature below. Please visit <http://www.nixle.com/wp-content/uploads/2017/02/Nixle-Master-Services-Agreement-v6-lkd-01.29.17-FINAL.pdf> to review the Service Agreement in its entirety. By signing this Quote you represent that you read, understand and agree to the terms of the Service Agreement, and are authorized on behalf of the Client to execute the Quote and bind Client to the Service Agreement.
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override the language of the Service Agreement.

**Authorized by Everbridge:**

**Signature:**

**Date:**

\_\_\_\_\_

**Name (Print):**

**Title:**

\_\_\_\_\_

\_\_\_\_\_

**To accept this quote, sign, date and return:**

**Signature:**

**Date:**

\_\_\_\_\_

**Name (Print):**

**Title:**

\_\_\_\_\_

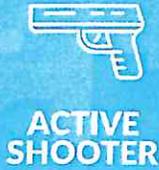
\_\_\_\_\_

155 North Lake Avenue, Suite 900  
Pasadena, CA 91101 USA  
Tel: +1-818-230-9700  
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!



One Software Platform for  
Community Engagement + Emergency Management Together



SEND



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VOICE



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IPAWS



EVERBRIDGE NETWORK



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FACEBOOK



TWITTER



GOOGLE ALERTS

*“ To engage the public wherever they are when it matters most - that’s what Nixle does for us. ”*

CHARLIE BECK  
LOS ANGELES POLICE CHIEF

Everbridge Nixle has **600** employees dedicated to  
**HELP YOU INFORM AND PROTECT YOUR RESIDENTS**

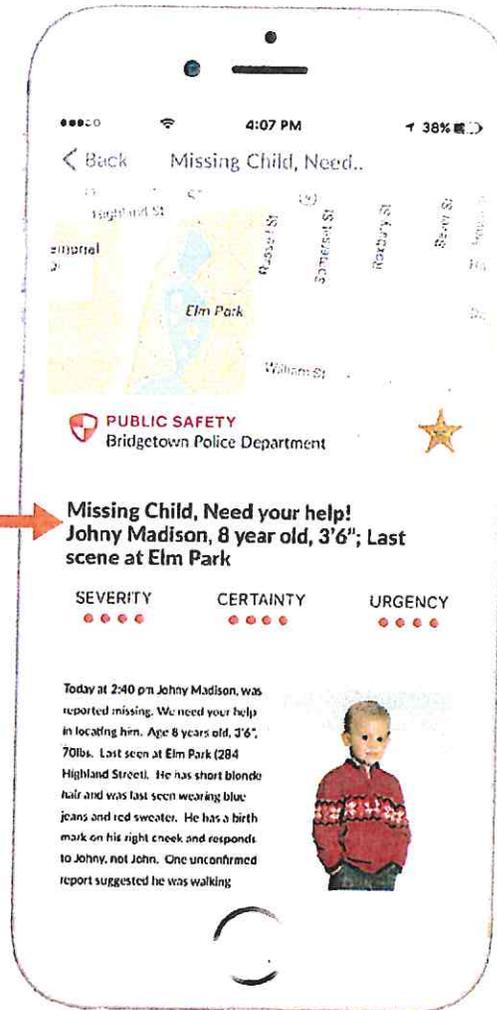
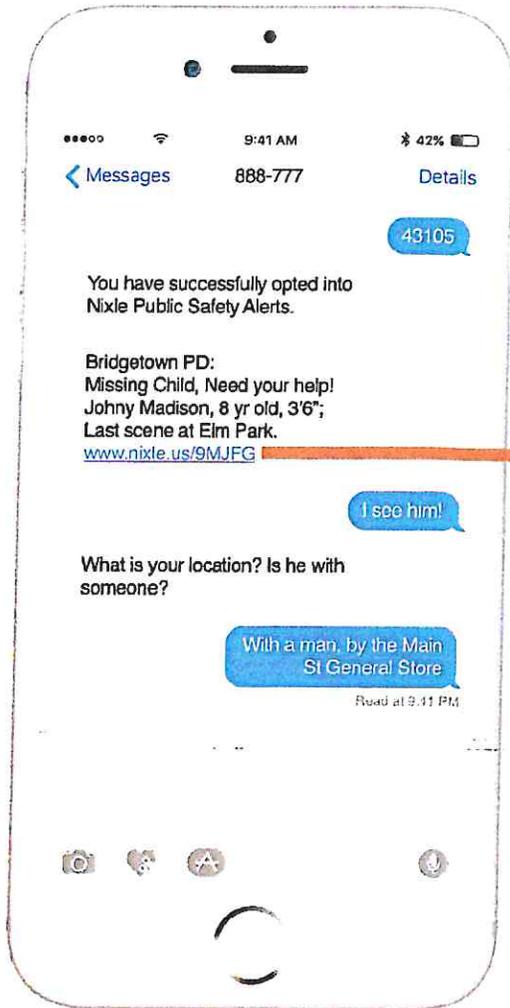


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Nixle is the **first and only** commercial public safety service to partner with Google, **increasing your reach by millions**

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- + Unlimited voice minutes
- + Facebook, Twitter & YouTube posting
- + IPAWS Publication
- + Integrated Tipping Platform
- + National Weather Service (NWS) alerts
- + Agency Smart Phone App
- + FOIA Reporting
- + Website Integration
- + Easy text message opt-in
- + Keywords for targeted Messaging
- + GIS targeting of households and neighborhoods





# Top Everbridge Nixle Stories of 2017

## 6 Stories of Public Safety Communications

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2017 was another memorable year for agencies that use Everbridge Nixle to power public safety and community engagement notifications. As agencies pursue continuous improvement, it is helpful to take a look back at success stories from the previous year. With over 8,000 public safety organizations across the country utilizing Everbridge Nixle, we highlighted a handful of stories of agencies connecting with the residents they serve and protect, no matter the conditions or situation.

Use these stories as a template for best practices or simply as inspiration for your own unique ideas. The adaptability of Everbridge Nixle allows agencies to address a wide range of safety and wellness scenarios. Enjoy these examples and may you have a safe and healthy 2018!



LOCATION: SONOMA COUNTY, CA  
EVENT: WILDFIRES

### PROBLEM

During the October wildfires that took place in California this year, public safety officials needed to be able to send targeted notifications to specific neighborhoods informing residents of evacuation notices. During the fires, over 245 acres were burned, over 100,000 people were evacuated, and 9,000 homes and businesses were destroyed. Since so many residents were displaced with no access to their TVs or home phones, officials needed a way to communicate fire updates with all of their effected residents.

### HOW EVERBRIDGE NIXLE HELPED

The Sonoma County Sheriff used Everbridge Nixle to provide timely updates to their community, before, during, and after the wildfires. Prior to the fires, Sonoma County had roughly 20,000 Nixle opt-ins, but through continued use of the system sending evacuation notices and fire updates, they had almost 260,000 residents sign up for Nixle.

THE OCTOBER 2017 NORTHERN CALIFORNIA WILDFIRES WERE THE WORST IN THAT STATE'S HISTORY.

**245K**  
ACRES BURNED

**100K**  
PEOPLE EVACUATED

**8.9K**  
HOMES & BUSINESSES DESTROYED

WILDFIRES ARE FAST MOVING, UNPREDICTABLE, AND DEADLY.

MESSAGES INCLUDED

- EVACUATION ORDERS
- EVACUATION ROUTES
- SHELTERS
- HOSPITAL AVAILABILITY
- CURFEW
- RE-ENTRY
- CLEAN-UP INSTRUCTIONS

SONOMA COUNTY GREW THEIR OPT-IN DATABASE

FROM 20K TO 275K

**1,300%**  
INCREASE



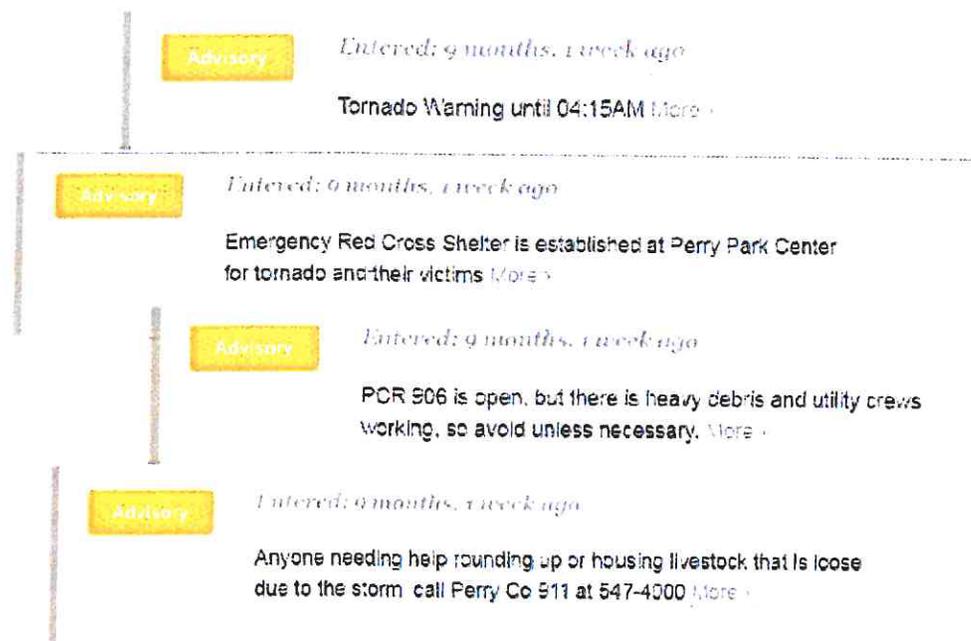
LOCATION: PERRY COUNTY, MO  
EVENT: TORNADOES

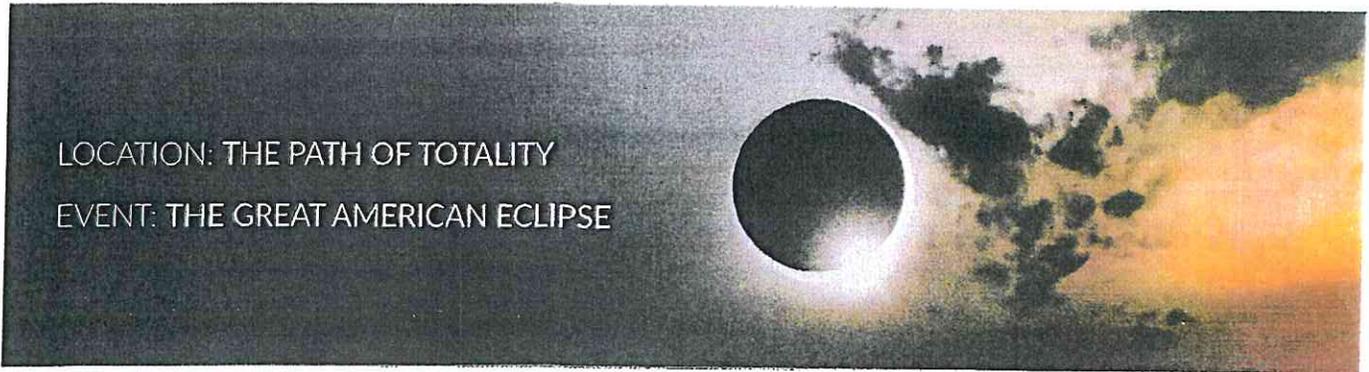
### PROBLEM

Perry County, MO has a small population of 20,000 and is no stranger to tornadoes. They have tornado sirens in the open areas of the county, but the sirens can't reach all their residents nor can they provide context about the location or severity of the storm. In February of this year, an EF4 intensity tornado touched down in the county and caused widespread damage, destroying the homes of over 60 families.

### HOW EVERBRIDGE NIXLE HELPED

Perry County leverages Everbridge Nixle's integration with the National Weather Service so that any NWS-issued tornado warnings are automatically sent out to any residents in the county that are in the path of the storm and have signed up for the alerts. Because residents were given a timely and detailed warning, the hour-long tornado caused only minor injuries and one fatality. Following the storm, the number of Perry County's Nixle subscribers nearly doubled.



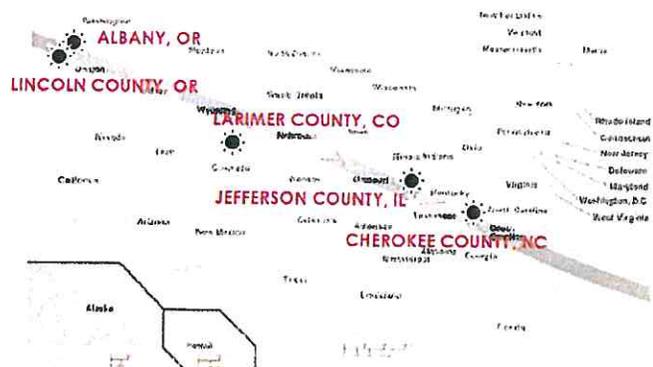
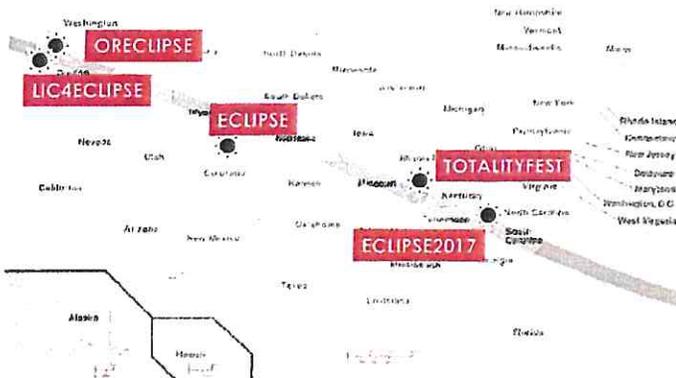


**PROBLEM**

**HOW EVERBRIDGE NIXLE HELPED**

The Great American Eclipse brought hundreds of thousands of visitors to areas within the path of totality. Small communities saw their populations double, or even triple in size overnight as visitors flooded their streets to get a view of the eclipse. Public safety officials needed a way communicate with residents and manage visitors to share eclipse safety tips, traffic incident and update notifications, and any other information that related to the event with anyone in their community.

Many public safety organizations along the path of totality used Nixle keywords to allow residents and visitors to easily opt-in to receive eclipse-specific notifications and updates sent directly to their cell phones. To sign up, they needed only to text a keyword to 888-777 and they would immediately begin receiving information directly from public safety organizations specifically about the day's events, and would stop receiving notifications once the event concluded.





### PROBLEM

Police departments across the country are struggling to find new recruits to backfill their ranks as older officers retire. Some agencies are using social media campaigns to attract younger audiences to their recruitment events, but find that very few are following through and signing up for academy tests. Unless potential recruits are left with easy access to resources showing how to become a police officer, they often may lose interest or forget where to find those resources.

### HOW EVERBRIDGE NIXLE HELPED

The Los Angeles Sheriff's Department took an innovative approach to making sure potential recruits always have easy access to the department's application resources. They quickly realized that if they simply handed out a flyer, that flyer would be quickly forgotten or thrown away. To prevent this, they utilized Nixle to set up the key word 'joinLASD.' By promoting this keyword, anyone who texted it to 888-777 would be sent application resources directly to their phones so they would always have an easy way to access them.





LOCATION: ANCHORAGE  
EVENT: SUSPECT AT LARGE

**PROBLEM**

A homicide at a local paint store prompted a manhunt in Anchorage, Alaska earlier this year. Police needed to find a stolen white Kia as quickly as possible to capture the lead suspect, but the vehicle could have been anywhere in the city and the department had limited time to find it. Combing every inch of the city in the hopes of finding the suspect's vehicle is a time-intensive process; Anchorage PD looked to crowdsource the search to save crucial time.

**HOW EVERBRIDGE NIXLE HELPED**

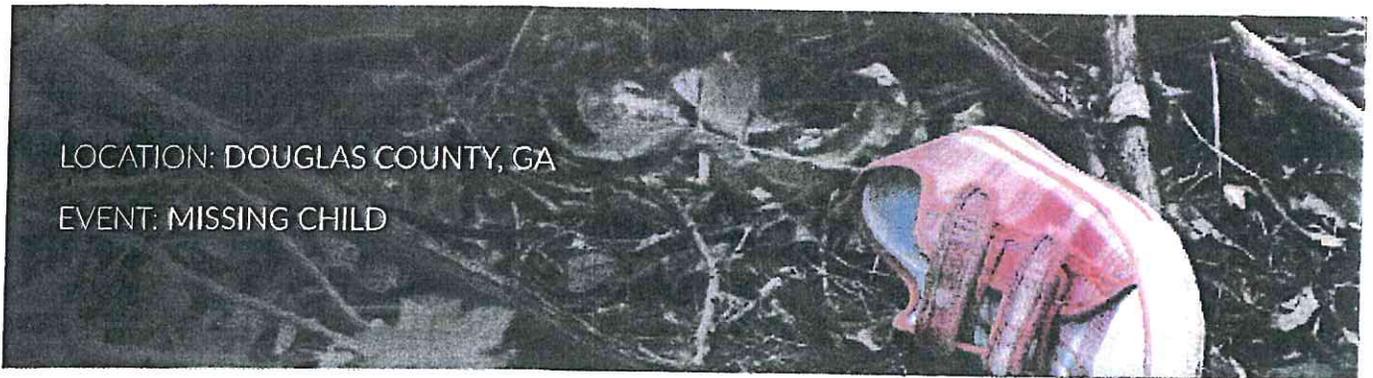
The Anchorage PD supplemented traditional search methods by using Nixle to send a notification to residents across the city with an image and description of the stolen vehicle. By sending the alert, the search party was effectively expanded from a few dozen officers to over 50,000 city residents. A resident who saw the image in the alert recalled the Kia from minutes earlier and provided officers with its exact location, where the suspect was quickly apprehended.



50,695 = Number of residents who receive Nixle alert from APD



"So this is a great example of community policing," said Thom. "We set out a task for the locate of the white Kia... and shortly thereafter we got a call from a prison saying that they saw the vehicle at Third Street and Muldoon Street."



LOCATION: DOUGLAS COUNTY, GA  
EVENT: MISSING CHILD

**PROBLEM**

According to the National Center for Missing and Exploited Children (NCMEC), the first 48 hours after a child has gone missing are the most critical for a case. Due to strict rules and protocol, not every missing at-risk child can have an amber alert sent using the WEA system to alert residents, so officers must rely on less effective methods like a search party limited to officers and the child's friends and family. This occurred in Douglas County, Georgia when an autistic girl went missing earlier this year.

**HOW EVERBRIDGE NIXLE HELPED**

The police department used Everbridge Nixle to send an alert to residents in the area with an image and description of the girl, what she was wearing, and where she was last seen. Any missing child alert sent through Everbridge Nixle is also automatically entered in the National Center for Missing Children's database so they can assign a caseworker to help the agency in the search. The 13-year-old girl was located unharmed after a day of searching.

Douglas County, GA



**National Center For Missing And Exploited Children**

1115 cases as a result of Nixle alerts. Of those, 102 have been resolved. **91% SUCCESS RATE**



Expanded from July 2014, one of the largest and most successful partnerships in the industry.

NCMEC has provided support to law enforcement on 1115 cases as a result of Nixle alerts. Of those, 102 have been resolved. **91% SUCCESS RATE**

At a time when public safety budgets and staff continue to be stretched, interagency cooperation and teamwork is essential to keeping people safe.

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

### ITEM TITLE:

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT – VAPOR BLASTING AND RE-COATING THE UNDERSIDE OF THE LANE COURT BRIDGE – BETWEEN THE VILLAGE OF WILLOWBROOK AND McCAHILL PAINTING COMPANY

AGENDA NO. 9

AGENDA DATE: 5/29/18

STAFF REVIEW: Tim Halik, Village Administrator

SIGNATURE: THALIK

LEGAL REVIEW: Thomas Bastian, Village Attorney

SIGNATURE: THOMAS BASTIAN TH

RECOMMENDED BY: Tim Halik, Village Administrator

SIGNATURE: THALIK

REVIEWED & APPROVED BY MUNI. SERV. COMMITTEE: YES  on May 14, 2018 NO  N/A

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

On March 8, 2018, public works crews were performing our annual right-of-way inspections after the winter season. These site inspections include checking the Lane Court Bridge. On this date, the public works foreman observed a slight gap in the asphalt on the Lane Court bridge near one of the ends at the embankment. He then went underneath the bridge to further investigate and found that the metal pan supporting the asphalt in that area appeared deteriorated. CBBEL was contacted and a request was made that one of their structural engineers (S.E.) inspect the bridge. The S.E. subsequently determined that the gap in the asphalt was not a concern, in that it is not a structural element of the bridge. However, recommended that the rusting of the metal components under the bridge be further evaluated. The S.E. also determined that the rusting is not an immediate risk.

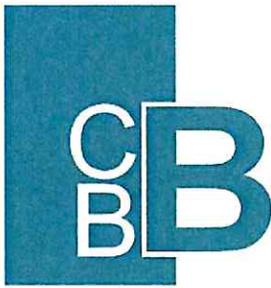
A structural evaluation was authorized to be completed by CBBEL S.E.'s, which included a full review of the original bridge plans along with an evaluation of the extent of the rusting and deterioration that can be observed on the lower steel components of the bridge. That report was received on April 17, 2018, a copy of which is attached.

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

The report details the existing structure, field observations, and includes near-term and long-term maintenance recommendations. In addition, the report states that as a result of a change in Federal Highway Administration (FHWA) scope, the Lane Court Bridge is now required to be included on IDOT's bridge inspection inventory and be inspected in accordance with the requirements of the National Bridge Inspection Standards (NBIS).

With regard to maintenance, the report concludes that the bridge is currently in fair condition but is in need of maintenance repairs at this time consisting of blasting and re-coating of the structural steel on the underside of the bridge. Staff solicited proposals from two (2) known specialty contractors that complete this type of work. One (1) contractor, McCahill Painting Company, submitted a proposal (also attached) in the amount of \$14,935 to complete the required near-term maintenance work.

**ACTION PROPOSED:** Adopt Resolution. Although funding to complete this bridge maintenance work was not included in the FY 2018/19 budget, staff would recommend that it be performed this spring. Once the repairs are made, staff would also recommend that the Lane Court Bridge be added to IDOT's bridge inspection inventory.



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

April 17, 2018

Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527

Attention: Timothy J. Halik  
Village Administrator

Subject: Technical Memorandum  
**Inspection of Lane Court Bridge**

Dear Mr. Halik:

The Village of Willowbrook requested that Christopher B. Burke Engineering, Ltd. (CBBEL) perform an inspection of the Lane Court Bridge. Village staff noted asphalt material was spilling through the bridge joint to the abutment seat below and noted corrosion of the underside of the bridge. The bridge was visited by Dan Lynch on March 15<sup>th</sup>, and then CBBEL structural staff (Jeff Barnett and Dan O'Connell) performed a cursory inspection on March 23<sup>rd</sup>. This memo summarizes the findings of our March 23<sup>rd</sup>, 2018 inspection and our recommendations.

**Existing Structure:**

The existing bridge consists of a prefabricated steel truss superstructure with a metal pan deck overlaid with asphalt. The design plans state that all structural steel shall be weathering steel; however, most members did not appear to be weathering steel (see photos). The metal pan appears to be galvanized steel. Timber rails are mounted to the side truss members. The structure is supported on reinforced concrete abutments, and the wingwalls are segmental concrete block retaining walls. The bridge is 35'-10" long and has a clear width between rails of 13'-6". The design loading of the bridge is HS-20.

The bridge was originally constructed in 1998. The original deck consisted of wood planks. Water and salt that passed through the deck caused the steel floor beams and stringers to deteriorate quickly, and the entire superstructure was replaced by Steadfast Bridges in 2002.

**Field Observations:**

The asphalt riding surface is cracked throughout the bridge. This is allowing water and salt to pass through to the metal pan below and is causing the pan to corrode. Pack rust was observed on the underside of the metal pan. Pack rust and section loss was also observed on several of the superstructure members including the underside of truss bottom chords and most of the floor beams, stringers and diagonal bracing. The paint has worn away in many locations. Due to the extent of the pack rust, it was difficult to measure section loss.

Near the abutments, the top of the concrete backwalls are cracking and starting to spall. The joint between the end of the bridge and the face of the backwall is filled with debris and was possibly paved over during construction. Per the plans, there should be a 1" gap between the ends of the bridge and the face of the abutment. Some of this extra material is starting to spill through the gap onto the abutment beam seat below.

Hammer sounding was performed on the concrete abutments. Delaminations were noted on both abutments and some spalling with exposed reinforcement was noted on the south abutment.

Photos from the inspection can be found in Appendix A.

Overall, the bridge is in fair condition; however, immediate maintenance and periodic inspection is recommended at this time.

#### Maintenance Recommendations – Near Term:

Due to severe rusting, CBBEL recommends that the pack rust on the underside of the structure be removed and the steel members be blast cleaned and painted. After the underside of the bridge is cleaned, CBBEL can determine if any structural steel repairs will be required. At a minimum, the floor beams, stringers and diagonal bracing will need to be painted.

Sections of the pan showed significant pack rust. Once the pan is cleaned, repair options can be evaluated. These options may entail placing steel plates on the bridge over the deteriorated sections of the pan. Ultimately, removal and replacement of the metal pan maybe necessary.

Concrete repairs should also be performed on the abutments. This work entails shallow saw-cutting around the areas to be repaired, removal of the deteriorated concrete with a light weight chipping hammer, cleaning the existing reinforcement and placing new concrete.

If desired, CBBEL can secure proposals to complete these repairs and submit them to the Village for review.

After the maintenance items are complete, CBBEL recommends that the Village inspect the bridge at 3-month intervals and the paint should be touched up as needed.

#### Maintenance Recommendations – Long Term:

Performing the above maintenance items will extend the service life of the bridge; however, the Village should start planning for long-term options for the replacement of the bridge or bridge superstructure. Given that the bridge is the only point of access for the residents north of the bridge, options that are considered should strive to minimize the duration of construction.

CBBEL believes that the substructure of the bridge will have a significantly longer service life than the superstructure and can be salvaged. One potential superstructure replacement option is to replace the truss superstructure in kind. A concrete deck should be considered instead of an HMA surface. While the concrete will take several days to cure, it will minimize the amount of water that seeps through to the metal pan below.

Another potential option is to replace the superstructure with prestressed precast concrete deck beams. The deck beams come in widths of 3ft or 4ft and are placed directly next to one another. The gaps between adjacent beams are filled with grout and the beams are transversely tied together. The beams would then be topped with the final riding surface. If HMA is utilized, a waterproofing membrane would be placed directly on the beams before the HMA surface is placed. If concrete is utilized, it would be approximately 5" thick, reinforced and would be placed directly on the beams. Concrete wearing surfaces generally perform better than HMA surfaces on these types of structures. An IDOT Type SM railing would be attached to the sides of the bridge.

If desired, CBBEL can investigate these options further and provide the Village with a technical memorandum summarizing the long-term options. The memo would include exhibits and estimated construction durations and costs.

**Additional Recommendations:**

As stated above, the bridge is 35'-10" long. The FHWA requires all bridges supporting a public roadway with an opening greater than 20' be inspected in accordance with the requirements of the National Bridge Inspection Standards (NBIS). NBIS outlines policies that IDOT and local agencies must follow. It is CBBEL's opinion that this bridge needs to be included in IDOT's inspection inventory. It is the responsibility of the bridge owner (the Village) to submit the NBIS inspection reports to IDOT. Typically, the municipality that owns the bridge contracts an IDOT certified Program Manager to coordinate and complete the inspection program requirements.

Once the near-term maintenance items are completed, CBBEL recommends that the Village request a structure number (7-digit number used to identify the bridge) from IDOT and then complete an initial inspection of the bridge to have the bridge entered into the inspection inventory.

As part of the initial inspection, the following paperwork must be submitted:

1. Routine Inspection Report (BBS-BIR)
2. Inventory Turnaround Report (S-105-I)
3. Inspector's Inventory Report (S-114)
4. Scour Critical Evaluation Report (BBS-SCE)
5. Bridge File Checklist (BBS-BFC)

Once the initial inspection is completed, the bridge is then inspected at an interval determined by IDOT Bureau of Bridges and Structures. This interval ranges from 12 to 48 months depending on the structure's condition and age. These routine inspections require that a Routine Inspection Report (BBS-BIR) form be submitted to IDOT. These reports are typically accompanied by a color photo log to document the bridge condition. In certain cases, IDOT requires special inspections at 3 to 12-month intervals for critical condition findings which include but are not limited to: steel section loss, structural cracking, exposed reinforcement, or advanced scour. Special inspections require a Special Inspection Report (BBS-SI) form and deficiency sketches. All inspections must be carried out by an IDOT certified Team Leader and overseen by an IDOT approved Program Manager designated by the bridge owner. Additional information on IDOT's Bridge Inspection Program can be found in IDOT's Structural Services Manual, Chapter 3 and Illinois Highway Information System Structural Information and Procedure Manual.

A successful bridge inspection program is essential to ensure public safety and extend the service life of the bridge. CBBEL has the capabilities to implement an inspection program for the Village if desired. As the IDOT approved Program Manager for 16 municipalities, CBBEL is responsible for managing the NBIS inspection programs for over 70 structures. CBBEL has also been contracted by IDOT and the Tollway for NBIS bridge inspection tasks. Our staff is highly qualified to perform this work, and our inspectors and program manager are certified by IDOT. Information on CBBEL's bridge inspection services are included in Appendix B. Please contact us if the Village would like CBBEL to submit a formal proposal for these services or for any additional information.

Summary:

As requested, CBBEL performed a cursory inspection of the Lane Court Bridge. Overall, the bridge is in fair condition but is in need of repairs at this time. The Village should also start planning and budgeting for long-term maintenance for the bridge. Finally, CBBEL recommends that the Village implement a bridge inspection program for the bridge. Please let us know if the Village would like CBBEL to assist with any of these matters.

Please contact us if you have any questions/comments regarding this memo.

Attachments:

- Appendix A – Photos
- Appendix B – Bridge Inspection Services Fact Sheet

Sincerely,



Majid Mobasseri, SE, PE  
Head, Structural Engineering Department



Jeff Barnett, PE  
Project Manager

**APPENDIX A**  
**PHOTOS**



Roadway Looking South



Roadway Looking North



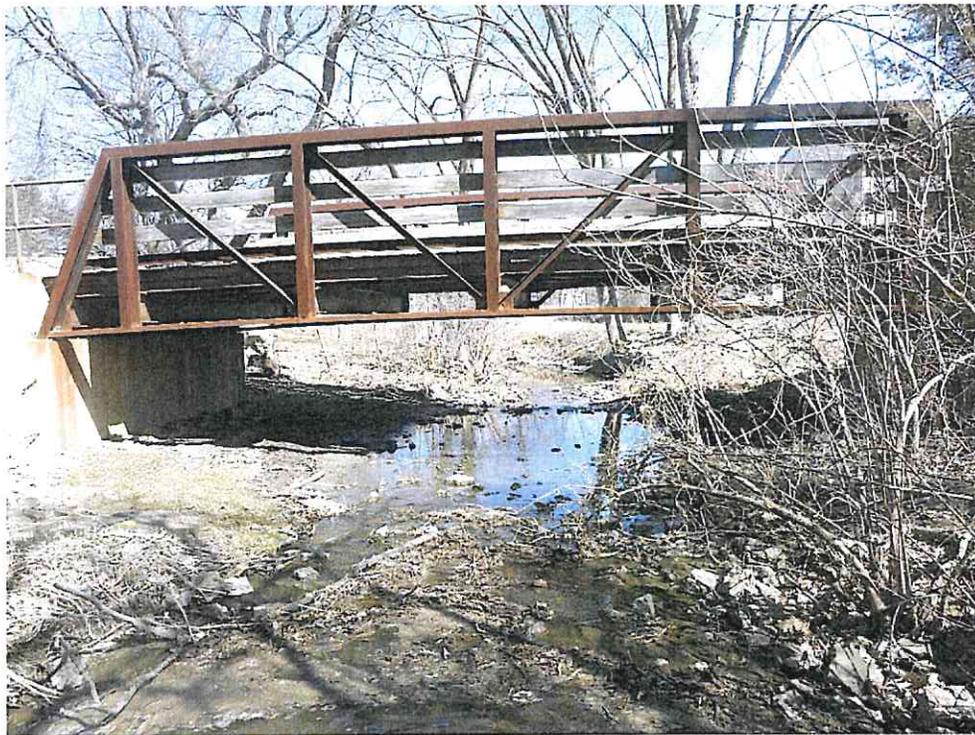
Looking East From Bridge



Looking West From Bridge



East Elevation of Bridge



West Elevation of Bridge



HMA Deck Condition – Cracking Noted Throughout



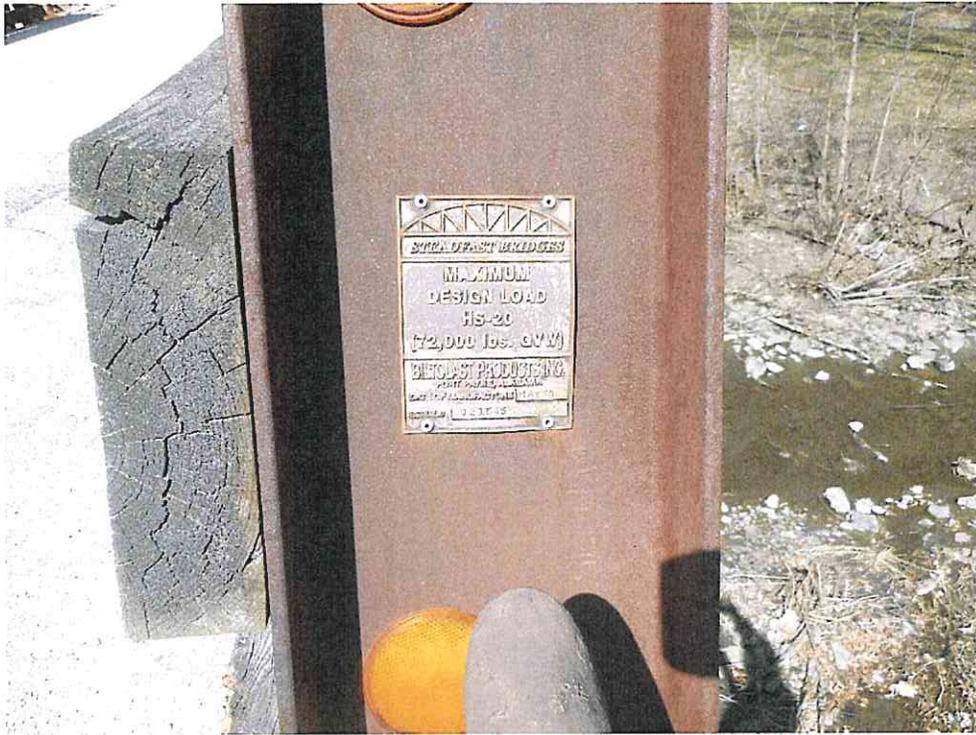
North End of Bridge – Backwall Cracking and Spalling – Joint Filled with HMA/Debris



South End of Bridge – Backwall Cracking and Spalling – Joint Filled with HMA/Debris



Typical Condition of Bridge Railing



Bridge Information Plate



Pack Rust on Underside of Truss Bottom Chord



Underside of Bridge – Pack Rust on Metal Pan, Floor Beams, Stringers and Diagonal Bracing



Underside of Bridge – Pack Rust on Floor Beam



Underside of Bridge – Pack Rust on Metal Pan and Stringers



South Abutment



South Abutment – Delaminations and Spalling with Exposed Reinforcement



North Abutment



North Abutment – Delaminations Noted

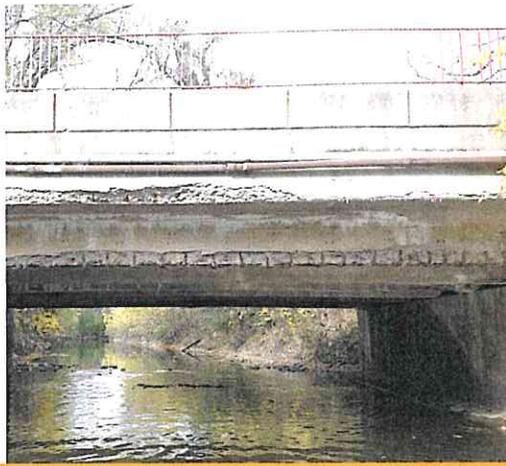
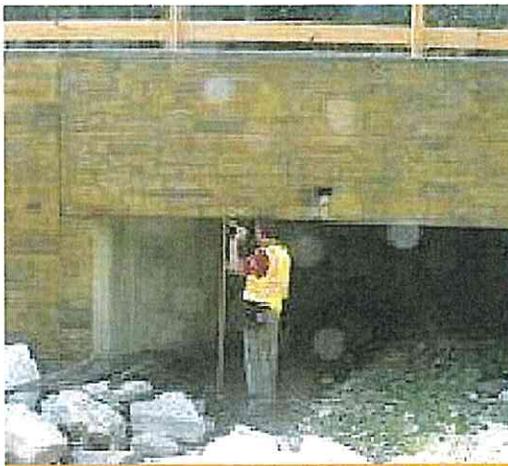


Typical Wingwall Condition



Railing – Post Corrosion

**APPENDIX B**  
**BRIDGE INSPECTION SERVICES FACT**  
**SHEET**



## BRIDGE INSPECTIONS

### PROJECT TYPE



Bridge Inspections

1992 - CURRENT

#### PROJECT TEAM

Majid Mobasseri, PhD, PE, SE  
Head, Structural Engineering  
NBIS Program Manager & Team Leader  
IDOT Inspector ID No. 00302  
INDOT Team Leader

Jeffrey M. Barnett, PE  
Project Manager  
NBIS Team Leader  
IDOT Inspector ID No. 00845

Christopher Faust, PE  
Project Engineer  
NBIS Team Leader  
IDOT Inspector ID No. 00969

Daniel O'Connell  
Bridge Inspector

#### CLIENT

IDOT/ISTHA  
Multiple Counties/City of Chicago  
Municipalities served as  
Program Managers (# of Structures)

Algonquin	– 4
Chicago Ridge	- 1
Crest Hill	– 4
Flossmoor	– 1
Hanover Park	– 3
Highland Park	- 7
Huntley	– 10
Leyden Township	– 2
Northfield	– 3
Northlake	– 11
Oakbrook Terrace	– 1
Rolling Meadows	– 10
Rosemont	– 3
Shorewood	– 6
Westchester	– 3
Willow Springs	- 1

CBBEL proudly serves as the bridge inspection program manager for 16 municipalities and is currently responsible for the inspection of over 70 structures. CBBEL's inspection inventory includes several single and multi-span bridges with various superstructure types including reinforced concrete deck slabs, reinforced concrete T-beams, steel beams/girders, prestressed precast concrete deck beams and I-beams, and timber glulam beams. CBBEL's inventory also includes several multi-cell reinforced concrete box culverts, CMP and RCP pipe culverts, and three-sided concrete and metal structures.

Inspections are performed in accordance with the National Bridge Inspection Standards (NBIS) and the IDOT Structure Information and Procedure Manual by FHWA trained staff members. As part of our inspections, CBBEL completes IDOT formwork and submits it to the local bridge office. In addition, we provide our clients with photo documentation from each inspection to illustrate the condition of the structure, and we provide a summary of all inspection findings including any maintenance recommendations. We help our clients determine when repairs should be made or when replacement should be considered. We always work with our clients to extend and maximize the service life of their structures, and we assist them with the preparation of construction documents when needed.

#### CBBEL HAS EXPERIENCE WITH PERFORMING SEVERAL DIFFERENT TYPES OF INSPECTIONS INCLUDING:

- NBIS
- Initial – Inventory and Appraisal
- Routine
- Damage
- Stream and Channel Surveys
- Scour Analysis and Hydraulic Studies
- Special feature
- Fracture critical
- Load Ratings
- Bridge Condition Reports
- Compliance with FHWA 23 Metrics

When more specialized inspection techniques are required, such as infrared thermography, ground penetrating radar or underwater inspection, CBBEL works closely with specialty firms to ensure that our client's needs are met.



**RESOLUTION NO. 18-R-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR  
TO EXECUTE AND VILLAGE CLERK TO ATTEST TO A  
CERTAIN CONTRACT WITH McCahill Painting Company, Inc.  
FOR VAPOR BLASTING AND RE-COATING THE UNDERSIDE  
OF THE LANE COURT BRIDGE AT A COST OF \$14,935.00**

WHEREAS, the Corporate Authorities of the Village of Willowbrook have determined that it is necessary and in the best interest of the Village of Willowbrook to retain the services of McCahill Painting Company, Inc. to perform vapor blasting and re-coating services to the underside of the Lane Court Bridge in the Village at a cost not to exceed \$14,935.00 as set forth in the proposal attached hereto; and

WHEREAS, the Mayor and Village Clerk are authorized to execute and attest to an agreement with McCahill Painting Company, Inc. for the purpose of vapor blasting and re-coating the underside of the Lane Court Bridge in the Village of Willowbrook.

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

Section One: That the Mayor and Village Clerk be and the same are hereby authorized to execute and attest to an agreement with McCahill Painting Company, Inc., in substantially the same form attached hereto as Exhibit "A" and made a part hereof, for the purposes of vapor blasting and re-coating the underside of the Lane Court Bridge in the Village of Willowbrook which agreement is hereby approved.

Section Two: That all resolutions or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

Section Three: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED and APPROVED this 29th day of May, 2018.

APPROVED:

---

Frank A. Trilla, Mayor

ATTEST:

---

Leroy Hansen, Village Clerk

ROLL CALL VOTE:

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

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

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

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

**EXHIBIT "A"**

**CONTRACT**

THIS CONTRACT ENTERED INTO THIS 29<sup>th</sup> day of May, 2018 between McCahill Painting Company, Inc. ("Contractor") and the Village of Willowbrook, a municipal corporation of the State of Illinois ("Village"), in consideration of the following and other valuable consideration the sufficiency of which is hereby acknowledged, the Village and Contractor agree as follows:

1. The Village of Willowbrook has found it to be in the best interests of the Village to accept the proposal from Contractor to vapor blast and re-coat the underside of the Lane Court Bridge.

2. Contractor has submitted a proposal to the Village of Willowbrook including all terms, conditions, requirements and specifications contained therein are incorporated herein as "Exhibit A" and expressly made a part of this agreement as if each term, condition and requirement was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in "Exhibit A," the terms of this agreement shall control. The project specifications are available for review at the Willowbrook Village Hall.

3. Contractor agrees to complete such work in a good and workmanlike manner in accordance with the plans and specifications attached hereto.

4. The Contractor certifies that the Contractor is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

5. Contractor certifies that it is not barred from bidding on state, municipal or other contracts by reason of Sections 33E-3 (bid rigging) or 33E-4 (bid totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4), and further certifies that it is not barred from bidding on State, municipal and other contracts by reason of conviction of State laws regarding bid rigging or bid rotation.

6. The Village of Willowbrook agrees to pay Contractor for the performance of the work completed in a good and workmanlike manner based on the lump sum price stipulated in said proposal. Payment shall be in conformance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et. seq.).

7. At the time of execution of the Agreement, the Contractor shall furnish, at Contractor's expense, bonds payable to the Village in the form of bonds set forth herein, secured by a surety company acceptable to the Village, as follows:

A. Faithful performance bond in an amount equal to one hundred percent (100%) of the total contract price, conditioned upon the faithful performance of all covenants and stipulations under the Contract and holding good for a period of one (1) year after the date when final payment becomes due, except as otherwise provided by law or regulation or by the Contract Documents to protect the Owner against the results of defective materials, workmanship, and equipment during that time.

B. Labor and material bond in an amount equal to one hundred percent (100%) of the total Contract Price for the payment of all persons, companies, or corporations who perform labor upon or furnish material to be used in the Work under this Contract.

8. Contractor agrees that not less than the prevailing wage as determined by the Illinois Department of Labor, shall be paid to all laborers, workers and mechanics performing work under this Contract in accordance with the Illinois Prevailing Wage Act and Contractor agrees to comply with all other provisions of the Illinois Prevailing Wage Act (820 ILCS

130/0.01 et. Seq.) as amended. If the Department of Labor revises the wage rates, the revised rate as provided by the Illinois Department of Labor shall apply to this Agreement and Contractor will not be allowed additional compensation on account of said revisions.

Contractor shall make and keep, for a period of not less than five (5) years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

Contractor shall submit monthly, in person, by mail, or electronically a certified payroll to the Village of Willowbrook. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the Contractor that:

- A. such records are true and accurate;
- B. the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- C. Contractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon seven (7) business days' notice, Contractor shall make available for inspection the records to the Village of Willowbrook, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State.

Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor. (See Attached for Certified Payroll Form)

9. Contractor agrees that it has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 et. seq.).

10. Contractor agrees that it has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 et. seq.).

11. Contractor agrees that it, pursuant to 30 ILCS 580/1 et. seq. ("Drug-Free Workplace Act"), will provide a drug free workplace by:

A. Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance

including cannabis, is prohibited in the workplace.

- (2) Specifying the actions that will be taken against employees for violations of such prohibition; and
- (3) Notifying the employee that, as a condition of employment on this Agreement, the employee will:
  - (a) Abide by the terms of the statement; and
  - (b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations.

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace.

D. Notifying the Village of Willowbrook within ten

(10) days after receiving notice under Subparagraph 11(A) 3 (b) from an employee or otherwise receiving actual notice of such conviction.

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted, as required by 30 ILCS 580/5.

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

12. The Contractor certifies that if the Contractor is not a party to a collective bargaining agreement in effect, Contractor is in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.) and if Contractor is a party to a collective bargaining agreement, that agreement deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

13. Contractor agrees that it has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

14. During the performance of this contract, the Contractor agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

B. That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

D. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding/ a notice advising the labor organization or representative of the contractor's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and Rules and Regulations/ the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

E. That he or she will submit reports as required by the Department's Rules and Regulations/ furnish all relevant information as may from time to time be requested

by the Department or the contracting agency, and in all respects comply with the Act and the Department's Rules and Regulations.

F. That he or she will permit access to all relevant books/ records/ accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

G. That he or she will include verbatim or by reference the provisions of this clause in every subcontract that may be awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause,

the Act or the Rules and Regulations of the Department, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

15. During the performance of its Agreement with the Village of Willowbrook, Contractor:

Will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities' means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker 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. Contractor (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from

proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that Contractor will retain such certifications in its files.

16. Contractor agrees to assume all risk of loss and to indemnify and hold harmless the Village of Willowbrook, its officers, agents and employees from any and all liabilities, claims, suits, injuries, losses, damages, fines or judgments, including litigation costs and attorneys' fees, arising out of the work performed by Contractor including, to the extent allowed by law, those liabilities, injuries, claims, suits, losses, damages, fines or judgments, including litigation costs and attorneys' fees arising out of, or alleged to arise out of, the intentional, willful, wanton or negligent acts of Contractor, its employees, agents, assigns and/or subcontractors.

17. The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not

acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

18. Insurance requirements shall be as follows:

A. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the contractor, its agents, representatives, employees or subcontractors.

- B. Coverage shall be at least as broad as:
- (1) Insurance Services Office Commercial General Liability Occurrence form CG 0001 (Ed. 11/85);  
and
  - (2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract;  
and
  - (3) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

- C. Contractor shall maintain limits no less than:
- (1) Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
  - (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
  - (3) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$1,000,000 per accident.

D. The policies are to contain, or be endorsed to contain the following provisions:

(1) Commercial General Liability and Automobile Liability Coverages:

(a) The Village, its officials and employees are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor, as well as materials, and equipment procured, owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limits on the scope of the protection afforded to the Village and its officials.

(b) The Contractor's insurance coverage shall be primary insurance as respects the Village, its officials and employees. Any insurance or self-insurance maintained by the Village, its officials or employees shall be excess of Contractor's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials or employees.

(d) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Worker's Compensation and Employers' Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Village, its officials, employees or volunteers for losses arising from work performed by the Contractor for the Village.

(3) All Coverages:

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to the Village.

19. Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, local and Village government which may in any manner affect the performance of this Contract.

20. No member of the governing body of the Village of Willowbrook or other unit of government and no other

officer, employee, or agent of the Village of Willowbrook or other unit of government who exercises any functions or responsibilities in connection with the carrying out of this project to which this Contract pertains, shall have personal interest, direct or indirect, in the Contract.

Additionally, the Contractor certifies that no officer or employee of the Village of Willowbrook has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook, adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

Finally, The Contractor certifies that the Contractor has not given to any officer or employee of the Village of Willowbrook any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the

employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

21. In the event that Contractor shall fail to perform such work within a reasonable time after being assigned such work or shall fail to complete such work in a good and workmanlike manner, the Village of Willowbrook may terminate this Contract by written notice to Contractor, effective immediately upon mailing.

22. All change orders increasing the cost of the contract by Two Thousand Five Hundred Dollars (\$2,500.00) or less must be approved, in writing, by the Village Administrator or his designee. All change orders increasing the cost of the contract by Two Thousand Five Hundred Dollars (\$2,500.00) or more must be approved by official action of the Village Board of the Village of Willowbrook.

Additionally, no change order which authorizes or necessitates any increase in the contract price that is fifty percent (50%) or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is fifty percent (50%) or more of the original subcontract price

shall be issued, unless the portion of the contract that is covered by the change order is resubmitted for bidding in the same manner for which the original contract was bid, or unless competitive bidding was waived for the original portion of the contract. Bidding for the portion of the contract covered by the change order shall be subject to any requirements to employ females and minorities on the project that existed at the bidding for the original contract, together with any later requirements imposed by law.

23. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received when mailed.

24. Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce within three (3) days, without cost to the Public Body, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the required five (5) business day period. If additional time

is necessary to compile records in response to a request then Contractor shall so notify the Public Body within three (3) days in order for the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Village harmless/ and pay all amounts determined to be due including but not limited to fines, costs, attorneys/ fees and penalties.

25. Time is of the essence of this Contract. This Contract is made and executed in duplicate in Willowbrook/ DuPage County/ Illinois the day and year first above written.

Contractor:

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

Village of Willowbrook

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

Its Mayor

ATTEST:

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

RECEIVED  
MAY - 1 2018



324 RocBaar Drive  
Romeoville, IL 60446-1169  
www.mccahillpainting.com

Phone: (815) 886-5544  
Fax: (815) 886-4141  
info@mccahillpainting.com

BY: \_\_\_\_\_

# PROPOSAL

Date: May 1, 2018  
Proposal #: 050118-2  
Phone: 630-920-2261  
Cell Phone:  
Fax:  
Email: [thalik@willowbrook.il.us](mailto:thalik@willowbrook.il.us)

**To:** Tim Halik  
Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527

**Job Name / Location:**  
Bridge Underside  
Vapor Blasting / Painting Project  
6416 Lane Court

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**We hereby submit specifications and estimates for:** Vapor blasting (same as sandblasting but a 92% dust suppression) the underside of the bridge structural steel to a SSPC-SP6 "Commercial Blast Cleaning Standards" followed applying a 3 coat/2 component industrial made for immersion coating system. The galvanized metal will be vapor blasted to a SSPC-SP4 "Brush-Off Blast Cleaning Standards" followed by applying the same system as the structural steel

**JOB INCLUDES:**

1. The owner will be responsible for any necessary traffic control. The owner will also be responsible for diking off the stream water flow for a couple days.
2. We did not include any welding/metal repairs.
3. The underside structural steel and galvanized metal will be vapor blasted (same as sandblasting but with a 92% dust suppression) following the specified SSPC abrasive blasting standard.
4. The underside of the bridge will be pressure washed removing any vapor blasting residue.
5. One (1) full prime coat of Sherwin-Williams Macropoxy 646, Multi-Purpose Epoxy Coating will be applied. Macropoxy 646 is a high-performance, multi-purpose, surface tolerant, two-component chemically-cured epoxy semi-gloss coating for use on properly prepared steel. All of the manufacturer's application specifications will be strictly followed. The color will be white.
6. One (1) intermediate coat of Sherwin-Williams Macropoxy 646 will be applied for added film thickness/extra protection. The color will be gray.
7. One (1) finish coat of Sherwin Williams Acrolon 218 HS Aliphatic Urethane Gloss Enamel will be applied. Acrolon 218 HS is a high-performance, two-component chemically-cured aliphatic urethane gloss enamel for use in areas where maximum gloss and color retention is required. The owner will approve the color.

8. All SSPC (Society for Protective Coatings) professional industry standards will be strictly followed on this project. McCahill Painting Company is a longtime member of this organization.
9. McCahill Painting Company guarantees that all materials used will be of the highest quality and only skilled craftsmen will be employed on this job.
10. All labor, material and equipment are included.
11. McCahill Painting Company will offer a Full 3 Labor and Material Guarantee against any rusting, peeling or blistering paint.
12. McCahill Painting Company is a member in good standing with ISNetwork.

Be sure to visit our web site at [www.mccahillpainting.com](http://www.mccahillpainting.com)!

MCCA HILL PAINTING COMPANY hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:  
**Fourteen Thousand Nine Hundred Thirty-Five Dollars & 00/100** **(\$14,935.00)**

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Payment to be made as follows:

**Full Payment Due Upon Completion, Net 30 Days**

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All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

McCahill Painting Company Authorized Signature **Timothy J. McCahill**

Note: This proposal may be withdrawn by us if not accepted within 30 days.

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**ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.**

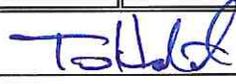
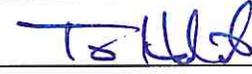
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Acceptance

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> A RESOLUTION AWARDING THE FISCAL YEAR 2018/19 MOTOR FUEL TAX ROADWAY MAINTENANCE PROGRAM CONTRACT TO M&J ASPHALT PAVING COMPANY, INC. IN THE AMOUNT OF \$186,898.03	<b>10</b> <b>AGENDA NO.</b> <b>AGENDA DATE:</b> <u>5/29/18</u>
---	--

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

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

This year's Motor Fuel Tax (MFT) Roadway Maintenance Program will include the resurfacing of .76 miles of roadways within the Village's southwest quadrant, full-depth patching on various streets throughout the Village, replacement of defective concrete curb and pedestrian sidewalks, crack sealing, and replacement of worn pavement markings. The public bid opening for this year's program was held at the Village Hall on Tuesday, May 15, 2018 at 10:00 AM. A total of seven (7) sealed bids were received prior to the deadline:

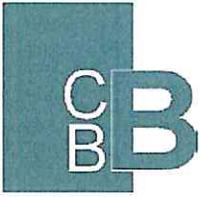
<u>VENDOR</u>	<u>BID AMOUNT</u>
<i>(Engineer's Estimate)</i>	<i>(\$263,393.00)</i>
<b>M&amp;J Asphalt Paving Company, Inc.</b>	<b>\$186,898.03</b>
Brothers Asphalt Paving, Inc.	\$187,633.98
Lindahl Brothers, Inc.	\$203,628.28
Chicagoland Paving Contractors, Inc.	\$222,900.00
Schroeder Asphalt Services, Inc.	\$228,420.28
A Lamp Concrete Contractors, Inc	\$239,070.83
J.A. Johnson Paving Company	\$241,142.00

M&J Asphalt Paving Company, Inc., Cicero, IL, is an IDOT pre-qualified bidder. They completed last year's annual roadway maintenance program in Willowbrook. Last year's program was completed on-time and without incident.

Their bid amount of \$186,898.03 is \$76,494.97 below the engineer's estimate of probable cost for the project.

**STAFF RECOMMENDATION:**

Staff would recommend that the attached resolution authorizing the Mayor and Village Clerk to award the contract for the 2018 MFT Roadway Maintenance Program to M&J Asphalt Paving Company, Inc. in the amount of \$186,898.03 be adopted. Once the Village Board awards the contract, it will be sent to IDOT for final contract approval. Once approved, staff will schedule a preconstruction meeting with the contractor. After which, the Village will issue the Notice to Proceed, and the work will begin. Staff anticipates that the work would start soon after the July 4<sup>th</sup> holiday.



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

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

May 17, 2018

Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527



Attention: Tim Halik, Village Administrator  
  
Subject: 2018 MFT Road Program  
MFT Section No. 18-00000-01-GM  
(CBBEL Project No. 90144-H196)

Dear Tim:

Christopher B. Burke Engineering, Ltd. solicited public bids for the construction of the 2018 MFT Road Program at the direction of the Village. Nine (9) bidders obtained bidding documents and seven (7) submitted bids which were opened publicly on May 16, 2018 at the Village Hall and the results were as follows:

Bidder Name	Bid Amount
M&J Asphalt Paving Company, Inc.	\$186,898.03
Brothers Asphalt Paving, Inc.	\$187,633.98
Lindahl Brothers, Inc.	\$203,628.28
Chicagoland Paving Contractors, Inc.	\$222,900.00
Schroeder Asphalt Services, Inc.	\$228,420.28
A Lamp Concrete Contractors, Inc.	\$239,070.83
J.A. Johnson Paving Company	\$241,142.00
<b>Engineer's Estimate</b>	<b>\$263,393.00</b>

All bids were less than the engineer's estimate. The project bid tabulation is attached for your use.

The lowest responsive bidder, M&J Asphalt Paving Company, Inc., was awarded last year's MFT Road Program and they have performed the work satisfactorily. We recommend the Village Board award the construction contract for the 2018 MFT Road Program to M&J Asphalt Paving Company, Inc. in the amount of \$186,898.03

If you should have any questions, please feel free to contact me.

Sincerely,

Martin Bojovic, PE, CFM  
Municipal Engineer

Plan Holder Report as of 05/17/2018 03:22:32 PM CDT

Christopher B Burke Engineering Ltd

2018 Willowbrook MFT Road Program (eBidDoc #5740047)

Contact: CBBEL  
 Phone: 847-823-0500  
 E-mail: [mbojovic@cbbel.com](mailto:mbojovic@cbbel.com)  
 Bid Date: 05/16/2018 10:00 AM CDT



[Help](#)

Company	Contact	Designation	Bus. Types	Entry Date	Doc Type	Comments
Lindahl Brothers Inc. 622 E Green Street Bensenville, IL 60106	Scott Faber Phone: 630-354-7633 Fax: Email: <a href="mailto:scottf@lindahlbros.com">scottf@lindahlbros.com</a>	Prime Bidder		05/03/2018	eBidDoc	
Abbey Paving and Sealcoating Co., Inc. 1949 County Line Road Aurora, IL 60502	Patrick Diorka Phone: 630-585-7220 Fax: 630-585-7216 Email: <a href="mailto:Pdiorka@abbey-paving.com">Pdiorka@abbey-paving.com</a>	Prime Bidder		05/04/2018	eBidDoc	
K-Five Construction 999 Oakmont Plaza Drive Suite 200 Westmont, IL 60559	Barb Fassl Phone: 630-257-5600 Fax: 630-257-6788 Email: <a href="mailto:barbv@k-five.net">barbv@k-five.net</a>	Prime Bidder		05/04/2018	eBidDoc	
Chicagoland paving contractors, inc 225 telser rd lake zurich, IL 60047	Julie Heiderman Phone: 847-550-9681 Fax: Email: <a href="mailto:office@chicagolandpaving.com">office@chicagolandpaving.com</a>	Other		05/04/2018	eBidDoc	
A Lamp Concrete Contractors, Inc. 1900 Wright Blvd. 1900 Wright Blvd. Schaumburg, IL 60193	Jeff Moyer Phone: 847-891-6000 / 847-891-1873 Fax: Email: <a href="mailto:jmoyer@alamconcrete.com">jmoyer@alamconcrete.com</a>	Prime Bidder		05/04/2018	eBidDoc	
ConstructConnect 3825 Edwards Rd Cincinnati, OH 45209	Eric Mills Phone: 800-364-2059 Fax: 866-570-8187 Email: <a href="mailto:content@constructconnect.com">content@constructconnect.com</a>	Plan Room		05/04/2018	eBidDoc	
Dodge Data & Analytics 4300 Beltway Place Suite 180 Arlington, TX 76018	Melanie Yancey Phone: 8175278246 Fax: 8175278246 Email: <a href="mailto:dodge.docs@construction.com">dodge.docs@construction.com</a>	Plan Room		05/05/2018	eBidDoc	
M & J Asphalt Paving 3124 S. 60th Avenue Cicero, IL 60804	Michael Denault Phone: 708-222-1200 Fax: 708-222-1213 Email: <a href="mailto:mdenault@mjpaving.com">mdenault@mjpaving.com</a>	Prime Bidder		05/07/2018	eBidDoc	
Brothers Asphalt Paving, Inc. 315 South Stewart Addison, IL 60101	Natalia Colella Phone: 6304581762 Fax: 630-458-1763 Email: <a href="mailto:jeff@brothersasphaltpaving.com">jeff@brothersasphaltpaving.com</a>	Prime Bidder		05/08/2018	eBidDoc	
Schroeder Asphalt Services, Inc. 11022 S Grant Highway Marengo, IL 60152	Grace Foss Phone: 815-923-4380 Fax: 815-923-4389 Email: <a href="mailto:grace@schroederasphalt.com">grace@schroederasphalt.com</a>	Prime Bidder		05/09/2018	eBidDoc	
J.A. JOHNSON PAVING CO 1025 E. ADDISON COURT ARLINGTON HEIGHTS, IL 60005	MICHAEL R TARPEY Phone: 847-439-2025 Fax: 847-439-2084 Email: <a href="mailto:AJOINER@JOHNSONPAVING.COM">AJOINER@JOHNSONPAVING.COM</a>	Prime Bidder		05/11/2018	eBidDoc	



Village of Willowbrook  
2018 MFT Program  
BID OPENING RESULTS  
CBBEL PROJECT NO. 900144.0H196  
May 16, 2018, 10:00 AM at Willowbrook Village Hall

BIDDER	BID BOND	BID AMOUNT
M&J Asphalt Paving Company, Inc.	Yes	\$186,898.03
Brothers Asphalt Paving, Inc.	Yes	\$187,633.98
Lindahl Brothers, Inc.	Yes	\$203,628.28
Chicagoland Paving Contractors Inc	Yes	\$222,900.00
Schroeder Asphalt Services, inc.	Yes	\$228,420.28
A Lamp Concrete Contractors, Inc.	Yes	\$239,070.83
J.A. Johnson Paving Company	Yes	\$241,142.00
<b>Engineers Estimate</b>		<b>\$263,393.00</b>
<i>As Read Bid Amount is \$191,970.28. Due to mathematical error, actual bid amount is \$228,420.28</i>		



**RECEIVED**  
**MAY 17 2018**  
 VILLAGE OF  
 WILLOWBROOK

Local Public Agency: Village of Willowbrook  
 County: DuPage  
 Section: 18-00000-01-GM  
 Estimate: \$ 263,393.00

Date: 5/16/2018  
 Time: 10:00AM  
 Appropriation: \$ 267,382.00

Name of Bidder:	M&J Asphalt Paving Co., Inc.
Address of Bidder:	3124 S. 60th Court Cicero, IL 60804
Proposal Guarantee:	Local Agency Bid Bond (BLR 12230)
Terms:	
Approved Engineer's Estimate	
<b>Total Bid:</b>	As Read: \$ <b>186,898.03</b> As Calculated: \$ <b>186,898.03</b>

Attended By: CBBEL: Daniel L. Lynch, PE; Village of Willowbrook: Tim Halik and AJ Passero

Item No.	Item	Unit	Quantity	Unit Price	Total	Unit Price	Total
1	Bituminous Materials (Tack Coat)	LB	6548	\$ 1.00	\$ 6,548.00	\$ 0.01	\$ 65.48
2	Hot-Mix Asphalt Surface Course, Mix "D", N50 (1.5")	TON	1340	\$ 75.00	\$ 100,500.00	\$ 66.35	\$ 88,909.00
3	Sidewalk Removal	SQ FT	1750	\$ 3.00	\$ 5,250.00	\$ 2.50	\$ 4,375.00
4	Frames and Lids to be Adjusted	EACH	4	\$ 500.00	\$ 2,000.00	\$ 700.00	\$ 2,800.00
5	Traffic Control And Protection, Standard 701501	LSUM	1	\$ 10,000.00	\$ 10,000.00	\$ 3,450.00	\$ 3,450.00
6	Thermoplastic Pavement Marking - Letters and Symbols	SQ FT	276	\$ 10.00	\$ 2,760.00	\$ 3.95	\$ 1,090.20
7	Thermoplastic Pavement Marking - Line 4" (White)	FOOT	2800	\$ 1.50	\$ 4,200.00	\$ 0.69	\$ 1,932.00
8	Thermoplastic Pavement Marking - Line 4" (Yellow)	FOOT	500	\$ 1.50	\$ 750.00	\$ 0.69	\$ 345.00
9	Thermoplastic Pavement Marking - Line 6" (White)	FOOT	320	\$ 3.50	\$ 1,120.00	\$ 1.18	\$ 377.60
10	Thermoplastic Pavement Marking - Line 12" (White)	FOOT	150	\$ 6.00	\$ 900.00	\$ 1.85	\$ 277.50
11	Thermoplastic Pavement Marking - Line 24" (Stop Bar)	FOOT	75	\$ 10.00	\$ 750.00	\$ 3.95	\$ 296.25
12	Pavement Marking Removal - Grinding	SQ FT	200	\$ 5.00	\$ 1,000.00	\$ 1.40	\$ 280.00
13	Combination Curb and Gutter Removal	FOOT	400	\$ 15.00	\$ 6,000.00	\$ 10.50	\$ 4,200.00
14	Combination Concrete Curb and Gutter, Type M-3.12 Abutting Existing Pavement (Special)	FOOT	400	\$ 38.00	\$ 15,200.00	\$ 28.00	\$ 11,200.00
15	Portland Cement Concrete Sidewalk 5 Inch (Special)	SQ FT	1450	\$ 6.50	\$ 9,425.00	\$ 7.00	\$ 10,150.00
16	Detectable Warnings	SQ FT	80	\$ 28.00	\$ 2,240.00	\$ 25.00	\$ 2,000.00
17	Hot-Mix Asphalt Surface Removal, 1 1/2" Special	SQ YD	4000	\$ 4.50	\$ 18,000.00	\$ 1.85	\$ 7,400.00
18	Class D Patch, 3" Surface (Special)	SQ YD	250	\$ 35.00	\$ 8,750.00	\$ 17.00	\$ 4,250.00
19	Class D Patch, 6" (Special)	SQ YD	200	\$ 70.00	\$ 14,000.00	\$ 33.00	\$ 6,600.00
20	Crackfilling (Special)	LB	30000	\$ 1.80	\$ 54,000.00	\$ 1.23	\$ 36,900.00

**Tabulation of Bids**

Brothers Asphalt Paving, Inc. 315 S. Stewart Avenue Addison, IL 60101		Lindahl Brothers, Inc. 622 E. Green Street Bensenville, IL 60106		Chicagoland Paving, Inc. 225 Telser Road Lake Zurich, IL 60047		Schroeder Asphalt Services, Inc. P.O. BOX 831 Huntley, IL 60142		A Lamp Concrete, Inc. 1900 Wright Boulevard Schaumburg, IL 60193		J.A. Johnson Paving, Co. 1025 East Addison Court Arlington Heights, IL 60005	
Local Agency Bid Bond (BLR 12230)		Local Agency Bid Bond (BLR 12230)		Local Agency Bid Bond (BLR 12230)		Local Agency Bid Bond (BLR 12230)		Local Agency Bid Bond (BLR 12230)		Local Agency Bid Bond (BLR 12230)	
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
\$ 0.10	\$ 654.80	\$ 0.01	\$ 65.48	\$ 0.01	\$ 65.48	\$ 0.01	\$ 65.48	\$ 0.01	\$ 65.48	\$ 0.01	\$ 65.48
\$ 66.00	\$ 88,440.00	\$ 69.00	\$ 92,460.00	\$ 77.50	\$ 103,850.00	\$ 71.00	\$ 95,140.00	\$ 72.00	\$ 96,480.00	\$ 71.00	\$ 95,140.00
\$ 1.53	\$ 2,677.50	\$ 1.63	\$ 2,852.50	\$ 1.50	\$ 2,625.00	\$ 3.15	\$ 5,512.50	\$ 1.45	\$ 2,537.50	\$ 4.50	\$ 7,875.00
\$ 450.00	\$ 1,800.00	\$ 350.00	\$ 1,400.00	\$ 750.00	\$ 3,000.00	\$ 500.00	\$ 2,000.00	\$ 300.00	\$ 1,200.00	\$ 375.00	\$ 1,500.00
\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 14,062.37	\$ 14,062.37	\$ 3,000.00	\$ 3,000.00	\$ 30,000.00	\$ 30,000.00	\$ 22,462.97	\$ 22,462.97
\$ 4.08	\$ 1,126.08	\$ 4.30	\$ 1,186.80	\$ 5.65	\$ 1,559.40	\$ 4.30	\$ 1,186.80	\$ 4.35	\$ 1,200.60	\$ 3.95	\$ 1,090.20
\$ 1.02	\$ 2,856.00	\$ 0.75	\$ 2,100.00	\$ 1.15	\$ 3,220.00	\$ 0.85	\$ 2,380.00	\$ 0.80	\$ 2,240.00	\$ 0.69	\$ 1,932.00
\$ 1.02	\$ 510.00	\$ 0.75	\$ 375.00	\$ 1.15	\$ 575.00	\$ 0.85	\$ 425.00	\$ 0.80	\$ 400.00	\$ 0.69	\$ 345.00
\$ 1.28	\$ 409.60	\$ 1.30	\$ 416.00	\$ 1.45	\$ 464.00	\$ 1.40	\$ 448.00	\$ 1.30	\$ 416.00	\$ 1.18	\$ 377.60
\$ 2.04	\$ 306.00	\$ 2.00	\$ 300.00	\$ 2.85	\$ 427.50	\$ 2.10	\$ 315.00	\$ 2.05	\$ 307.50	\$ 1.85	\$ 277.50
\$ 5.10	\$ 382.50	\$ 4.30	\$ 322.50	\$ 5.65	\$ 423.75	\$ 5.50	\$ 412.50	\$ 4.35	\$ 326.25	\$ 3.95	\$ 296.25
\$ 1.02	\$ 204.00	\$ 1.55	\$ 310.00	\$ 2.50	\$ 500.00	\$ 2.00	\$ 400.00	\$ 1.55	\$ 310.00	\$ 1.40	\$ 280.00
\$ 7.14	\$ 2,856.00	\$ 7.75	\$ 3,100.00	\$ 5.00	\$ 2,000.00	\$ 6.40	\$ 2,560.00	\$ 6.00	\$ 2,400.00	\$ 8.00	\$ 3,200.00
\$ 25.50	\$ 10,200.00	\$ 27.50	\$ 11,000.00	\$ 30.00	\$ 12,000.00	\$ 63.00	\$ 25,200.00	\$ 23.00	\$ 9,200.00	\$ 45.00	\$ 18,000.00
\$ 6.63	\$ 9,613.50	\$ 7.00	\$ 10,150.00	\$ 7.35	\$ 10,657.50	\$ 10.50	\$ 15,225.00	\$ 7.75	\$ 11,237.50	\$ 11.00	\$ 15,950.00
\$ 30.60	\$ 2,448.00	\$ 33.00	\$ 2,640.00	\$ 34.00	\$ 2,720.00	\$ 70.00	\$ 5,600.00	\$ 25.00	\$ 2,000.00	\$ 40.00	\$ 3,200.00
\$ 1.50	\$ 6,000.00	\$ 3.00	\$ 12,000.00	\$ 2.50	\$ 10,000.00	\$ 3.00	\$ 12,000.00	\$ 2.25	\$ 9,000.00	\$ 2.75	\$ 11,000.00
\$ 25.00	\$ 6,250.00	\$ 35.00	\$ 8,750.00	\$ 25.00	\$ 6,250.00	\$ 25.00	\$ 6,250.00	\$ 45.00	\$ 11,250.00	\$ 45.00	\$ 11,250.00
\$ 42.00	\$ 8,400.00	\$ 55.00	\$ 11,000.00	\$ 40.00	\$ 8,000.00	\$ 49.00	\$ 9,800.00	\$ 90.00	\$ 18,000.00	\$ 50.00	\$ 10,000.00
\$ 1.25	\$ 37,500.00	\$ 1.34	\$ 40,200.00	\$ 1.35	\$ 40,500.00	\$ 1.35	\$ 40,500.00	\$ 1.35	\$ 40,500.00	\$ 1.23	\$ 36,900.00
\$	<b>187,633.98</b>	\$	<b>203,628.28</b>	\$	<b>222,900.00</b>	\$	<b>191,970.28</b>	\$	<b>239,070.83</b>	\$	<b>241,142.00</b>
\$	<b>187,633.98</b>	\$	<b>203,628.28</b>	\$	<b>222,900.00</b>	\$	<b>228,420.28</b>	\$	<b>239,070.83</b>	\$	<b>241,142.00</b>

RETURN WITH BID



Illinois Department of Transportation

Local Public Agency  
Formal Contract Proposal

PROPOSAL SUBMITTED BY		
M & J Asphalt Paving Company, Inc.		
Contractor's Name		
3124 S. Cicero Avenue		
Street		P.O. Box
Cicero, Illinois 60804		
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF DuPage  
Village of Willowbrook  
(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF  
STREET NAME OR ROUTE NO. 79th Street and Various  
SECTION NO. 18-00000-01-GM  
TYPES OF FUNDS MFT

SPECIFICATIONS (required)       PLANS (required)

**For Municipal Projects**  
Submitted/Approved/Passed  
Frank A. Talle  
 Mayor    President of Board of Trustees    Municipal Official  
Date March 27, 2018

**Department of Transportation**  
 Released for bid based on limited review  
John J. Wray / MK  
Regional Engineer  
4-27-18  
Date

**For County and Road District Projects**  
Submitted/Approved  
\_\_\_\_\_  
Highway Commissioner  
\_\_\_\_\_  
Date  
  
Submitted/Approved  
\_\_\_\_\_  
County Engineer/Superintendent of Highways  
\_\_\_\_\_  
Date



Expires 11/30/2019  
Martin Bojovic

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

NOTICE TO BIDDERS

County DuPage
Local Public Agency Willowbrook
Section Number 18-00000-01-GM
Route 79th St & Various

Sealed proposals for the improvement described below will be received at the office of The Village Clerk of The Village of Willowbrook, 835 Midway Drive, Willowbrook, IL 60527 until 10:00 AM on May 16, 2018

Sealed proposals will be opened and read publicly at the office of The Village Clerk of The Village of Willowbrook, 835 Midway Drive, Willowbrook, IL 60527 at 10:00 AM on May 16, 2018

DESCRIPTION OF WORK

Name 2018 MFT Road Program - 79th St & Various Streets Length: 4000 feet ( 0.76 miles)

Location In the Village of Willowbrook, DuPage County, Illinois: 79th St & Various Streets (See Location Map)

Proposed Improvement HMA Surface Removal (Edge Grind), HMA Surface Course, Class D Patching (Special),

Combination Curb & Gutter Replacement, Sidewalk Replacement, Detectable Warnings, Crack Filling and Thermoplastic Pavement Marking Stripping

The Bidding Documents can be downloaded from QuestCDN via the Christopher B. Burke Engineering Ltd. (CBBEL)

1. Plans and proposal forms will be available in the office of website http://cbbel.com/bidding-info/ or www.questcdn.com

FOR NON-REFUNDABLE FEE OF \$20.00

Contact Name: Martin Bojovic

Telephone: (847) 823-0500

Address

2. [X] Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- a. BLR 12200: Local Public Agency Format Contract Proposal
b. BLR 12200a Schedule of Prices
c. BLR 12230: Proposal Bid Bond (if applicable)
d. BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)
e. BLR 12326: Affidavit of Illinois Business Office

## RETURN WITH BID

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County DuPage
Local Public Agency Willowbrook
Section Number 18-00000-01-GM
Route 79th St & Various

1. Proposal of M & J Asphalt Paving Company, Inc.

for the improvement of the above section by the construction of 2018 MFT - 79th St & Various Streets
HMA Surface Removal (Edge Grind), HMA Surface Overlay, Class D Patching (Special), Combination Curb & Gutter
Replacement, Sidewalk Replacement, Detectable Warnings, Crack Filling and Thermoplastic Pavement Marking Striping

a total distance of 4000.00 feet, of which a distance of 4000.00 feet, ( 0.76 miles) are to be improved.

- 2. The plans for the proposed work are those prepared by Christopher B. Burke Engineering, LTD and approved by the Department of Transportation on April 27, 2018
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within 21 working days or by unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:
The Village of Willowbrook Treasurer of Village of Willowbrook
The amount of the check is 5% Bid Bond
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.





RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County	<u>DuPage</u>
Local Public Agency	<u>Willowbrook</u>
Section Number	<u>18-00000-01-GM</u>
Route	<u>79<sup>th</sup> St &amp; Various</u>

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.

4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart 1 of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

RETURN WITH BID

SIGNATURES

County DuPage  
Local Public Agency Willowbrook  
Section Number 18-0000-01-GM  
Route 79th St & Various

(If an individual)

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

(If a partnership)

Firm Name \_\_\_\_\_

Signed By \_\_\_\_\_

Business Address \_\_\_\_\_

Inset Names and Addressed of All Partners

} \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a corporation)

Corporate Name M & J Asphalt Paving Company, Inc.

Signed By James V. Distasio, Jr.  
President

Business Address 3124 S. 60th Court  
Cicero, Illinois 60804

Inset Names of Officers

} President James V. Distasio, Jr.

Secretary James V. Distasio, Jr.

Treasurer MaryAnn Distasio

Attest:

James V. Distasio, Jr.  
Secretary



Route 79th Street & Various

County DuPage

Local Agency Willowbrook

Section 18-00000-01-GM

RETURN WITH BID

PAPER BID BOND

WE M & J Asphalt Paving Company, Inc 3124 S. 60th Court, Cicero, IL 60804 as PRINCIPAL,

and Old Republic Surety Company P. O. Box 1635, Milwaukee, WI 53201-1635 as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL, by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 16th day of May, 2018

Principal

M & J Asphalt Paving Company, Inc

(Company Name)

By:

[Signature]

(Signature and Title)

(Company Name)

By:

[Signature]

(Signature and Title)

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be provided.)

Old Republic Surety Company

(Name of Surety)

Surety

By:

[Signature]

Kristen Schmidt



STATE OF IL

COUNTY OF Cook

I, John J. Naso Jr.,

a Notary Public in and for said county,

do hereby certify that

and Kristen Schmidt

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16th day of May, 2018

My commission expires December 13, 2021

[Signature] OFFICIAL SEAL JOHN J. NASO, JR. Notary Public, State of Illinois My Commission Expires 12/13/2021

ELECTRONIC BID

Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

[Electronic Bid Bond ID Code]

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

**Kristen Schmidt**

Its true and lawful Attorney-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows: Execution Date: May 16, 2018

Surety Bond number: Bid Bond

Principal: M & J Asphalt Paving Company, Inc

Obligee: Illinois Department of Transportation

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23rd day of December, 2015.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary



President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 23rd day of December, 2015, personally came before me, Alan Pavlic and Jane E. Chemev, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Notary Public

My Commission Expires: September 28, 2018

(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 16th day of May, 2018.

Assistant Secretary



**Return with Bid**

Route	<u>79<sup>th</sup> Street &amp; Various</u>
County	<u>DuPage</u>
Local Agency	<u>Willowbrook</u>
Section	<u>18-00000-01-GM</u>

**All contractors are required to complete the following certification:**

- For this contract proposal or for all groups in this deliver and install proposal.
- For the following deliver and install groups in this material proposal:

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Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

M & J Asphalt Paving Co., Inc. will perform the Removals and Asphalt Paving. Program Sponsors will be the Local Union.  
We are members of the following: International Union of Operating Engineers - Local 150, Laborers International Union -  
Local 5 and Local 1006, Teamsters Union - Local 731 and Cement Mason's - Local 502  
Subcontracted work includes Pavement Markings  
The subcontracted work is to be performed by Union Contractors, their program sponsor is their local union

IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership.

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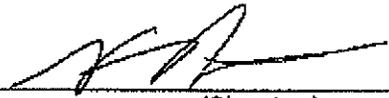
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The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder: M & J Asphalt Paving Company, Inc.

By:   
(Signature)

Address: 3124 S. 60<sup>th</sup> Court Cicero, IL 60804

Title: Vice-President

UNITED STATES DEPARTMENT OF LABOR

Office of Apprenticeship Training, Employer and Labor Services  
Bureau of Apprenticeship and Training

Certificate of Registration

Chicago-Land Laborers' I.A.T.C.

Cecil Stearns, Illinois

For the Trade - Construction Craft Laborer

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship established by the Secretary of Labor

April 12, 1999

REvised August 13, 2004

Registration No.

IL 017990001



Shao. Chao  
Secretary of Labor

Administrative, Apprenticeship Training, Employer and Labor Services

# United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services  
Bureau of Apprenticeship and Training

Certificate of Registration

Operating Engineers Local #150  
Plainfield, Illinois

For the Trade of Operating Engineer

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor



November 5, 2002  
Date

IL 008780173  
Registration No. 216

*L. F. Chao*  
Secretary of Labor

*[Signature]*  
Administrator, Apprenticeship Training, Employer and Labor Services

**United States Department of Labor**

**Office of Apprenticeship Training, Employer and Labor Services**  
**Bureau of Apprenticeship and Training**

**Certificate of Registration**

*Heavy Equipment Technician Operating Engineers Local #150  
Plainfield, Illinois*

*For the Trade of Repairer (Heavy)*

*Registered as part of the National Apprenticeship Program  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor*



May 5, 2002  
Date

IL01202003

*S. J. Chao*  
Secretary of Labor

*Anthony S. ...*

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Cement Masons Union Local #502 JAC

Bellwood, Illinois

For the Trades of: Cement Mason

Registered as part of the National Apprenticeship System  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor

December 1, 1983

Revised: May 13, 2015

IL008820041

Date

Registration No.



*[Signature]*  
Secretary of Labor

*[Signature]*



**Illinois Department  
of Transportation**

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

**Affidavit of Availability**  
For the Letting of 5/15/2018  
(Letting date)

Instructions: Complete this form by either typing or using black ink.  
"Authorization to Bid" will not be issued unless both sides of this form are  
completed in detail. Use additional forms as needed to list all work.

**Part I. Work Under Contract**

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	Awards Pending	Awards Pending	
Contract Number				CDBG 1706-004	CDBG 1706-004	
Contract With	Oak Brook Park Dist	Lisle Twp Road District		City of Burbank	Village of McCook	
Estimated Completion Date	8/1/2018	9/21/2018		6/15/2018	6/15/2018	
Total Contract Price	80,472.00	525,418.30		226,476.00	233,602.80	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	80,472.00	525,418.30		226,476.00	233,602.80	1,065,969.10
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
<b>Total Value of All Work</b>						<b>1,065,969.10</b>

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork				25,938.00	10,342.00	36,180.00
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving		441,060.80		58,202.50	120,841.50	620,104.80
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces				28,643.25		28,643.25
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction	80,472.00			55,262.50	41,969.75	177,704.25
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling		63,940.00		12,870.00	19,650.30	116,460.30
Demolition						
Pavement Markings (Paint)						
Other Construction (List)				3,075.00	2,550.00	6,525.00
Prime Coal		417.50		4,908.00	97.10	5,420.60
Traffic Control				7,525.00	6,550.00	14,075.00
<b>Totals</b>	<b>80,472.00</b>	<b>525,418.30</b>	<b>0.00</b>	<b>197,222.25</b>	<b>202,000.65</b>	<b>1,005,113.20</b>

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others**

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work				Thermoplastic	Thermoplastic
Subcontract Price				2,475.00	5,688.15
Amount Uncompleted				2,475.00	5,688.15
Subcontractor					
Type of Work				Landscaps	Landscape
Subcontract Price				20,188.75	4,914.00
Amount Uncompleted				20,188.75	4,914.00
Subcontractor				Galaxy Underground	Galaxy Underground
Type of Work				Sewer Work	Sewer Work
Subcontract Price				8,590.00	21,000.00
Amount Uncompleted				8,590.00	21,000.00
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
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Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>Total Uncompleted</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>29,253.75</b>	<b>31,602.15</b>

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 15th day of May, 2018

Michael Denault  
Notary Public

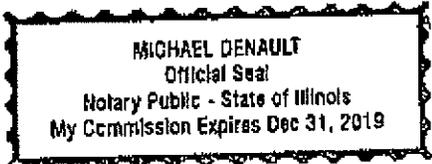
Type or Print Name Nick Distasio Vice President  
Officer or Director Title

Signed [Signature]

My commission expires: 12-31-19

Company M & J Asphalt Paving Company, Inc.

(Notary Seal)



Address 3124 S. 60th Court  
Cicero, Illinois 60804





Local Public Agency	County	Section Number
Village of Willowbrook	DuPage	18-00000-01-GM

The following Special Provision supplement the "Standard Specifications for Road and Bridge Construction", adopted

January 1, 2018

, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specification and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of the above named section, and in case of conflict with any parts, or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

[Empty rectangular box for special provisions content]

## TABLE OF CONTENTS

Location of Project .....	1
Description of Project.....	1
Working Days.....	1
Examination of Plans, Specification, Special Provisions and Site of Work .....	1
Availability of Contract Documents.....	1
Contract Execution.....	1
Edge of Pavement .....	2
Limits of Construction (Paving Operations).....	2
Sign and Mailbox Relocate .....	2
Maintenance of Roadways.....	2-3
Public Convenience and Safety.....	3
Miscellaneous Saw-Cutting .....	3
Disposal of Debris and Excavated or Removed Materials.....	3-4
Traffic Control and Protection.....	4
Prevailing Wage.....	4
Quality Control .....	4
Truck Weights.....	4
Notification of Public Utilities.....	4
Notification of Police and Fire Departments.....	5
Compliance with Codes.....	5
Street Cleaning.....	5
Vandalism .....	5
Contract Pay Items.....	5
Combination Concrete Curb and Gutter Removal.....	6
Combination Concrete Curb and Gutter, Type M-3.12 Abutting Existing Pavement (Special).....	6-7
Portland Concrete Cement Sidewalk, 5 Inch (Special).....	7-8
Detectable Warnings.....	8
Hot-Mix Asphalt Surface Removal, 1 ½" (Special).....	9
Class D Patch, Surface (Special), 3".....	9-10
Class D Patch, 6" (Special).....	10-11
Crack Filling (Special).....	11
Hot-Mix Asphalt Mixture Requirements Table.....	11
Restoration of Work Area .....	11
Thermoplastic Pavement Markings.....	12

**LOCATION OF PROJECT**

The improvement is located on the following roads in the Village of Willowbrook, Du Page County, Illinois, 79<sup>th</sup> Street and Various Streets (see patching location map); the total length of improvements is approximately feet 4,000 LF.

**DESCRIPTION OF PROJECT**

This contract includes Hot-Mix Asphalt (HMA) Surface Removal (Partial Width/Edge Grind), 1.5" (Special), 1.5" HMA Surface Course Overlay, Class D Patch Surface, 3" (Special), Class D Patch, 6" (Special), Combination Concrete Curb and Gutter Replacement, Sidewalk Replacement, Detectable Warnings, Crack Filling and Thermoplastic Pavement Striping.

**WORKING DAYS**

The CONTRACTOR shall complete the work within twenty-one (21) working days per Article 108.04 of the STANDARD SPECIFICATIONS

**EXAMINATION OF PLANS, SPECIFICATION, SPECIAL PROVISIONS, AND SITE OF WORK**

The prospective bidder shall, before submitting a bid, carefully examine the provisions of the contract. The bidder shall inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the contract and fully acquaint themselves with the detailed requirements of construction.

**AVAILABILITY OF CONTRACT DOCUMENTS**

The Bidding Documents can be downloaded from QuestCDN via the Christopher B. Burke Engineering Ltd. (CBBEL) website <http://cbbel.com/bidding-info/> or at [www.questcdn.com](http://www.questcdn.com) under Login using QuestCDN# 5740047 for a non-refundable charge of \$20.00. A QuestCDN login will be required. Contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in membership registration and downloading this digital project information. A hard copy of the plans may also be viewed at CBBEL's offices located at 9575 W. Higgins Road, Suite 600, Rosemont, IL 60018. Contractors must purchase bid documents and be shown on the Bidder's Planholder List in order to bid. Bids received from contractors who are not in the Bidder's Planholder List will be rejected.

**CONTRACT EXECUTION**

Contract award and execution shall be in accordance with Section 102.01 of the Standard Specification.

RESOLUTION NO. 18-R-\_\_\_\_\_

A RESOLUTION AWARDING THE FISCAL YEAR 2018/19 MOTOR FUEL TAX ROADWAY MAINTENANCE PROGRAM CONTRACT TO M&J ASPHALT PAVING COMPANY, INC. IN THE AMOUNT OF \$186,898.03

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BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, to accept the low bid received from M&J Asphalt Paving Company, Inc. in the amount of \$186,898.03 for the Village of Willowbrook's Fiscal Year 2018/19 Motor Fuel Tax Roadway Maintenance Program and that the Mayor and Village Clerk be authorized to sign the appropriate documents authorizing this work in the amount of \$186,898.03

ADOPTED and APPROVED this 29<sup>th</sup> day of May, 2018

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:

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

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

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

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

MINUTES OF THE REGULAR MEETING OF THE FINANCE AND ADMINISTRATION COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, APRIL 9, 2018 AT 5:30 P.M. AT THE VILLAGE HALL, 835 MIDWAY DRIVE, WILLOWBROOK, ILLINOIS.

**1. CALL TO ORDER**

The meeting was called to order by Chairwoman Berglund at 5:30 p.m.

**2. ROLL CALL**

Those present at roll call were Chairwoman Sue Berglund, Trustee Michael Mistele, Director of Finance Carrie Dittman and Assistant to the Village Administrator Garrett Hummel.

**3. APPROVAL OF MINUTES**

A brief discussion of the minutes of the Regular Finance/Administration Committee held on Monday, March 12, 2018 occurred. Motion to approve by Chairwoman Berglund, second by Trustee Mistele. Motion carried.

**4. REPORT – Monthly Disbursement Reports – March 2018**

The Committee reviewed and accepted the disbursement reports for the month of March and key items are highlighted below:

- Total cash outlay for all Village funds – \$1,039,332. Fiscal Year to Date is \$14,917,916. Includes handwritten checks for \$1,266.
- Payroll monthly total for active employees including all funds - \$481,143 (3 payrolls). The average payroll for the year was \$156,536, which is a 6.87% increase from the prior fiscal year. Director Dittman explained that the payrolls contain not only the union and non-union increases of 2.5%, but also step increases for the sworn officers and also retirement payouts of accumulated time.
- Average daily outlay of cash for all Village funds for the current month: \$33,527. Average monthly cash outlay for all Village funds fiscal year to date (FYTD): \$1,356,174. Daily average fiscal YTD: \$44,572; this is high due to the numerous capital projects that occurred this year.
- Average daily expenditures for the General Fund only: \$28,627. Fiscal YTD average is \$30,349 which is a 25.39% increase from the prior year. The increase is due to the General Fund transfers out to the LAFER Fund to cover the police department renovation, now that the bond proceeds have been exhausted.

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

The Committee reviewed and accepted the revenue trend reports and key items are highlighted below. All revenues are monthly collections for March 2018 (unaudited):

- Sales tax receipts - \$416,900 up 3.71% from the prior year. Trending 8.5% over budget.
- Business District sales tax receipts - \$57,664. Year to date is \$428,707. This shows collections of the 1.0% sales tax collected in the Village's new business district. The revenue comes from only the Town Center side as only those businesses are currently open.
- Income Tax receipts - \$47,225 down 2.7% compared to the prior year, 9.0% under budget. The state of Illinois is no longer in arrears in payments, however we are now feeling the effects of the state legislation

which included a 10% reduction in income tax, which is about \$86,000 annually.

- Utility tax receipts - \$84,801 down 4.03% from the prior year, 6.4% under budget, consisting of:
  - Telecomm tax - down 8.12%
  - Northern IL gas – up 0.77%
  - ComEd - down 2.70%
- Places of Eating Tax receipts - \$36,762 up 2.08% compared to the prior year, trending 5.35% over budget.
- Fines - \$11,820 down 8.16% compared with the prior year, 15.89% over budget. Fines come from County distributions and also local fine tickets written by Village police officers.
- Red Light Fines – \$71,567 down 11.22% from the prior year receipts, trending 14.1% over budget. The Rt. 83/63<sup>rd</sup> St. intersection went live on 9/26/17.
- Building Permit receipts - \$28,651 down 2.24 from the prior year, 98.8% above budget.
- Water sales receipts - \$301,012 down 5.21% from the prior year, 5.30% below budget. The large decline from Sept 2016 to Sept 2017 is due to a \$181,000 catch up bill issued in Sept 2016 to a shopping center that experienced a huge leak, and that billing is non-recurring. Revenues have generally normalized since the MTU replacement project concluded and we are seeing far fewer “catch-up” bills than in the past year.
- Hotel/Motel Tax receipts - \$13,893 up 0.79% compared with the prior year. The revenue is trending at 5.1% higher than budget. Three of the four hotels are open and active.
- Motor Fuel Tax receipts - \$16,738 down 0.46% compared with the prior year, 1.7% below budget.

## **6. VISITOR'S BUSINESS**

There were no visitors present at the meeting.

## **7. COMMUNICATIONS**

There were no communications.

## **8. ADJOURNMENT**

Motion to adjourn at 6:04 p.m. was made by Chairwoman Berglund, seconded by Trustee Mistele. Motion carried.

(Minutes transcribed by: Carrie Dittman, 4/27/2018)

MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL SERVICES COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, APRIL 9, 2018 AT THE VILLAGE HALL, 835 MIDWAY DRIVE, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

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1. CALL TO ORDER

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

2. ROLL CALL

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

3. APPROVAL OF MINUTES

- a) After review of the draft minutes from the March 12, 2018 regular meeting of the Municipal Services Committee, Trustee Terry Kelly made a motion to approve the minutes as presented. Chairman Paul Oggerino seconded the motion. Motion Carried

4. DISCUSSION – Village-Wide Spring Brush Collection Program: May 14<sup>th</sup> through May 18<sup>th</sup>

Administrator Halik advised the Committee that this past year, the Village's EAB abatement tree contractor, NJ Ryan Tree & Landscape, LLC, completed the Village-wide brush collection program – both in the Spring and in the Fall. The program included curb-side collection of piled brush throughout town with the resulting chipped hauled away. The program was completed on-time and without incident, and the Village also received several compliments from residents commenting on the good site clean-up practices of the contractor. Halik advised that the Spring 2018 program will also consist of a curb-side chipping program. NJ Ryan Tree & Landscape, LLC has offered a proposal to complete the program with a meager \$200 price increase over last year. Staff has attempted to solicit proposals from other local landscape maintenance contractors, however, they have been largely unresponsive, likely due to the fact that in the past they have been unable to come in lower than NJ Ryan's price. Therefore, the Village-wide collection program can be completed by NJ Ryan for \$9,800. Trustee Kelly asked Halik to speak about the past practice of making the chips available to residents. Halik responded that in the past we have tried to tub grind some of the collected brush to make a quality mulch available to residents for yard beautification purposes. However, between equipment rental and labor costs, this practice has become cost prohibitive. After review, staff has determined that it would be more cost effective to separately purchase a large quantity of ground mulch rather than to rent the required equipment to attempt to produce it ourselves using the collected brush. Therefore, staff would recommend that a quantity of ground mulch be purchased and delivered to the PW garage for resident use, if needed. Halik advised that the cost of the Spring collection program would be \$9,800. This includes two chipping crews working 40 hours each to complete the collection. The F.Y. 2018/19 Budget includes funding to conduct both the Spring and Fall Brush Collection Programs. The Committee authorized the proposal from NJ Ryan to be placed on the next Board agenda for consideration.

5. DISCUSSION – 2018 Landscape Maintenance Contract: Public Bid Results

Administrator Halik advised the Committee that our current Landscape Maintenance Contractor, Falco's Landscaping, has provided quality services for the Village for ten years. They have held our mowing contract since 2007. Although staff had again offered a renewal contract to Falco's for the 2018 season, they are seeking an approximate 54% increase in the cost of services due to business expense increases, specifically labor costs and equipment replacement costs. As a result, staff decided to offer the contract through a public bidding process to seek competitive prices for the work. Halik shared that the Municipal Services Department and the Parks & Recreation Division held a public bid opening for the annual landscape maintenance services contract on today's date at 10:00 AM. The legal notice advertising for the bid opening was published in the March 22, 2018 edition of The Doings newspaper. In addition, the public bid notice and bid document was posted on the Village website and sent directly to several local landscape maintenance contractors. Halik advised that there were a total of four bids received prior to the deadline. However, one submitted bid did not include the required security bond and was disqualified from consideration. The low bid was received from Hanson Landscape in the amount of \$77,925. Halik advised that the low bid amount was \$352.50 lower than the amount the Village is currently paying. Halik recommended that we invite field representatives from Hanson Landscape to town to tour the mowing route and review the scope of work before awarding a contract. This will enable the low bidder one last opportunity to pass on the contract if the scope is not what was expected. Halik reminded the Committee the problems experienced with the low bidder the last time the mowing contract was put out to public bid, which resulted in the Village terminating the contract. The Committee felt doing so would be a good idea, and recommended staff do so quickly since the May 1<sup>st</sup> contract start date is rapidly approaching.

6. REPORT – Kingery & 63<sup>rd</sup> Street STP Lighting Project: Status Update

Administrator Halik advised the Committee that the lighting controller was installed and the Village electrical inspector has approved the installation of the electric service feeding the controller. Therefore, we are only waiting for ComEd to energize the service, then the lights can be turned on. Halik shared with the Committee that once the lights are turned on, they will be left on 24/7 for a one-week period. This is called a "burn-in" period in which to test the system. Halik anticipates that the new poles would be energized by ComEd sometime within the next two weeks.

7. REPORTS – Municipal Services Department

- a. Administrator Halik reviewed the monthly permit activity report for the month of March 2018. Halik advised that the Village received about \$29,000 in permit revenue for the month. Halik advised that for the first eleven months of the 2017/18 fiscal year, the department has brought in a total of 194% of the budgeted revenue.
- b. Administrator Halik shared the water system pumpage report for February 2018. The reports indicate that the Village pumped 22,950,000 gallons of water in the month. The total amount of water pumped so far in the 2017/18 fiscal year is about .68% below the amount of water pumped in the same time period of the previous fiscal year. However, we are still close to being on track to meet the 350,000,000 pumpage projection for the year, which is currently tracking at 83.2% at 10 months through the year.
- c. Administrator Halik shared the February 2018 scavenger report, and advised the

report is for informational purposes only.

8. VISITOR'S BUSINESS

(None)

9. COMMUNICATIONS

- a) Administrator Halik advised the Committee that Village staff participated in an IEPA audit inspection of the Village's water system on March 27, 2018. Halik shared that our water system is thoroughly inspected by the IEPA at least once every four years. The last audit inspection occurred on March 27, 2014. The IEPA inspector met Halik and P.W. Foreman AJ Passero the morning of March 27<sup>th</sup>. The inspector took water samples at the Village Hall to check the free chlorine residual and then proceeded to perform a physical inspection of the Executive water tank, Standpipe, pumphouse facility, and 67<sup>th</sup> Street water tank. Once all inspections were completed, the IEPA inspector's report identified five minor facility maintenance items to be rectified. Halik shared the required corrective action: Submit final paperwork in order to complete two previous IEPA construction permits that were applied for and received by the Village, submittal of bi-annual cross connection control surveys, the replacement of a damaged chlorine vent screen at the pumphouse, installation of a screen on the overflow pipe at the 67<sup>th</sup> Street tank, and the installation of concrete splash pads at the overflow pipes at both the Executive tank and the 67<sup>th</sup> Street tank. Halik advised that the items are fairly simple and will easily be able to be completed within the 30 days allotted. The Committee asked who our current IEPA licensed water operator is and if other personnel also hold the license. Halik advised that he himself holds an IEPA Class C license and is currently listed with the IEPA as the Willowbrook operator. In addition, one of our public works maintenance workers, Brian Decker, has passed the exam and recently completed the required on-site training. Therefore, he has recently applied for his license, and will serve as the back-up license holder.

10. ADJOURNMENT

Motion to adjourn was made by Chairman Oggerino, seconded by Trustee Kelly. The meeting was adjourned at 6:14 PM.

(Minutes transcribed by: Tim Halik, 5/8/18)

MINUTES OF THE REGULAR MEETING OF THE PARKS AND RECREATION COMMISSION  
HELD ON TUESDAY, APRIL 3, 2018, AT THE VILLAGE HALL, 835 MIDWAY DRIVE,  
WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Chairman Richard Cobb called the meeting to order at the hour of 7:00 p.m.

2. ROLL CALL

Those present at roll call were Chairman Cobb, Commissioners Lorraine Grimsby, Ronald Kanaverskis, Laurie Landsman, Robert Pionke, and Doug Stetina.

ABSENT: Commissioners Catherine Kaczmarek and Carol Lazarski.

Also present were Mayor Frank Trilla, Chief of Police Robert Schaller, and Temporary Interim Superintendent of Parks and Recreation John Fenske.

A QUORUM WAS DECLARED

3. APPROVAL OF MINUTES

a. Minutes – March 6, 2018 Regular Meeting – Parks & Recreation Commission

The Commission reviewed the March 6, 2018 minutes.

MOTION: A Motion was made by Commissioner Pionke and seconded by Commissioner Grimsby to approve the March 6, 2018 minutes as presented.

ROLL CALL VOTE: AYES: Chairman Cobb, Commissioners Grimsby, Kanaverskis, Landsman, Pionke, and Stetina. NAYS: None. ABSENT: Commissioners Kaczmarek and Lazarski.

\*\*\* Chairman Cobb requested that discussion on Item 5b – Willow Pond Grand Re-Opening be brought forward at this time.

5. DISCUSSION

b. Willow Pond Grand Re-Opening – June 9, 2018

Chief Schaller reviewed the site plan and parking allocation for this event. Suggested parking will be along Adams Street, south of Plainfield. Chief Schaller related that there will be squad cars at the intersection to assist with citizens crossing the street safely. Parking will also be allowed along the north side 68<sup>th</sup> Street. 68<sup>th</sup> Place will be barricaded for no parking. Adams Street between 68<sup>th</sup> Street and Plainfield will be closed to all traffic to allow for any activities that may want to be placed on the street.

Chief Schaller advised that he has spoken to Kindercare and they have approved the use of their parking lot for VIP's and handicap parking.

Chief Schaller related that the right lane of Plainfield will be barricaded and westbound traffic on Plainfield Road will need to merge into the left lane. There will be temporary traffic signal placed for vehicles to provide an alert of the merge.

Chief Schaller stated that there will be two (2) Police Bicycle Units riding in the area and officers assisting with attendees crossing Plainfield Road safely.

\*\*\*Chief Schaller left the meeting at approximately 7:30 p.m.

Mayor Trilla advised that the Willowbrook/Burr Ridge Kiwanis will be replacing the roof of the shelter to match the restroom facility.

Mayor Trilla stated that he would like to dedicate the shelter or a stone to the Parks Commissioners for all of their hard work. Chairman Cobb related that former Parks Superintendent Wally Righton and Parks Supervisor George Scukanec should also be recognized with some kind of plaque.

Chairman Cobb related that a Touch a Truck event will be included in the festivities.

Commissioner Grimsby advised that she will look into signing up a sports celebrity to emcee the event.

Interim Superintendent Fenske advised that he will be renting a grill to cook hotdogs. Water, potato chips and a cake will also be provided.

4. REPORT

a. 2018 Easter Egg Hunt – Saturday, March 31, 2018

Interim Superintendent Fenske advised that there were volunteers from Hinsdale South High School Key Club National Honor Society, members from two (2) Masonic Youth groups, and the Willowbrook Police Cadets.

Total expenses were \$628. There was a \$250 donation from the Willowbrook/Burr Ridge Kiwanis Club.

Interim Superintendent Fenske related that there were approximately 250 children despite the rainy weather.

b. 2018 Co-Rec Softball League

Interim Superintendent stated that there are ten (10) teams registered to the league. Weather permitting, games will begin May 1 and end in August.

5. DISCUSSION

a. Spring Fling 5K – Sunday, May 6, 2018

Interim Superintendent Fenske related that staff met with Chief Schaller and Public Works Foreman Andrew Passero to discuss logistical operations for the race. Foreman Passero recommended that notice be provided to the residents of Stratford Green Condominiums since the roads will be closed in front of the complex.

Interim Superintendent Fenske reviewed the logo for this year's event and sponsorships that have been received to date.

As of today's date, total donations received are \$7,350, and expenses are approximately \$10,000. Interim Superintendent Fenske advised that postcards were sent on March 26<sup>th</sup>. Letters to the residents of the neighborhood where the roads will be closed will be sent out on April 17<sup>th</sup>. Banners have been placed at Borse Community Park, Willow Pond, and Prairie Trail Park.

Commissioner Pionke related that new this year will be a scavenger hunt by participating businesses. Businesses that wish to participate will receive a stamp. The scavenger hunt paper will be provided in the race bags. Completed scavenger hunt papers will be turned in at the Village Hall and the winner will be announced at the Willow Pond Grand Re-Opening.

Interim Superintendent Fenske stated that as of today's date, there are 23 runners signed up for the race.

b. Willow Pond Grand Re-Opening – Saturday, June 9, 2018

See discussion earlier in tonight's minutes.

c. Smoking in the Parks

Chairman Cobb related that this issue was brought forward by Commissioner Landsman. Interim Superintendent Fenske reviewed the survey that was conducted on policies from area municipalities. Interim Superintendent Fenske advised that the Illinois Department of Natural Resources policy allows smoking in open spaces and per state statute, no smoking is allowed within 15 feet of a building entrance.

Commissioner Landsman advised that she is concerned over the exposure to second-hand smoke. Commissioner Landsman stated that she would like smoking banned in all Village parks. Mayor Trilla recommended a partial ban where people congregate, such as the playgrounds, pavilions, and athletic fields.

Commissioner Grimsby suggested adding all Village special events to the ban.

The consensus of the Commission was to institute a partial ban.

6. VISITORS' BUSINESS

None presented.

7. COMMUNICATIONS

Chairman Cobb advised that he will be retiring shortly after the Willow Pond event and will be resigning from his position as Chairman.

Interim Superintendent Fenske stated that the Clorox Company will conduct a park clean up of Willow Pond on April 23<sup>rd</sup>.

8. ADJOURNMENT

MOTION: Made by Commissioner Landsman, seconded by Commissioner Grimsby to adjourn the meeting at the hour of 8:37 p.m.

ROLL CALL VOTE: AYES: Chairman Cobb, Commissioners Grimsby, Kanaverskis, Landsman, Pionke, and Stetina. NAYS: None. ABSENT: Commissioners Kaczmarek and Lazarski.

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

\_\_\_\_\_ May 1 \_\_\_\_\_, 2018

\_\_\_\_\_  
Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

MINUTES OF THE REGULAR MEETING OF THE PLAN COMMISSION HELD ON WEDNESDAY, APRIL 4, 2018, AT THE WILLOWBROOK POLICE DEPARTMENT, TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, 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 Chairman Kopp, Commissioners Remkus, Soukup, Ruffalo, Kaucky, and Walec.

Absent: Vice Chairman Wagner.

Also present were Village Planner Natalie Zine and Building Inspector Roy Giuntoli.

3. OMNIBUS VOTE AGENDA

The items on the Omnibus Vote Agenda were as follows:

- A. Waive Reading of Minutes (APPROVE)
- B. Minutes – Regular Meeting June 7, 2017

MOTION: Made by Commissioner Ruffolo, seconded by Commissioner Remkus, to approve the Omnibus Vote Agenda as presented.

MOTION DECLARED CARRIED

4. PLAN COMMISSION CONSIDERATION: Zoning Hearing Case 17-03: (6400 Bentley Avenue, Willowbrook, Illinois – Hinsdale Animal Cemetery PUD). Petition for a Special Use Permit for a Planned Unit Development with a pet Cemetery Use, including certain relief, exceptions and variations from Title 9 and Title 10 of the Village code; a petition for a rezoning of one (1) parcel from R-1A to R-1; approval of a Final Plat of Subdivision; and approval of a Preliminary and Final Plat of PUD

- A. PUBLIC HEARING
- B. DISCUSSION/RECOMMENDATION

SEE COURT REPORTER MINUTES

MOTION: Made by Commissioner Ruffolo, seconded by Commissioner Kaucky that based on the submitted petition and testimony provided, I move that the Plan Commission approve and adopt the Standards for Special Use outlined in the Staff Report prepared for

PC 17-03 for the April 4, 2018 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval for a special use for a Planned Unit Development with a Pet Cemetery use including certain relief exceptions and variations from Title 9 and Title 10 of the Village Code, the Rezoning of one parcel from R-1A to R-1, Final Plat of Subdivision, and a Preliminary and Final Plat of PUD for the subject property as legally described in Attachment One, subject to the conditions of approval listed in the Staff Report prepared for PC 17-03 for the April 4, 2018 Plan Commission meeting.

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

MOTION DECLARED CARRIED

5. PLAN COMMISSION CONSIDERATION: Zoning Hearing Case 18-01: (500 Joliet Road, 600 Joliet Road, and 7700 Griffin Way, Willowbrook, Illinois – Willowbrook Centre PUD Amendment). Petition for an Amendment to a Planned Unit Development including certain relief exceptions and waivers from Title 9 and Title 10 of the Village Code to allow for the Resubdivision of the property legally described below into three (3) lots.
  - A. PUBLIC HEARING
  - B. DISCUSSION/RECOMMENDATION

SEE COURT REPORTER MINUTES

MOTION: Made by Commissioner Remkus, seconded by Commissioner Ruffalo that based on the submitted petition and testimony provided, I move that the Plan Commission approve and adopt the Standards for a Planned Unit Development as well as the findings of fact outlined in the Staff Report prepared for PC 18-01 for the April 4, 2018 Plan Commission meeting, and that the Plan Commission recommend to the Village Board approval of an amendment for the PUD to allow for the subdivision of subject property with multiple lots.

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

MOTION DECLARED CARRIED

6. PLAN COMMISSION CONSIDERATION: Zoning Hearing Case 18-02: (201 63<sup>rd</sup> Street, Willowbrook, Illinois – JKC Ice Rink PUD Amendment). Petitions for an Amendment to

a Planned Unit Development (PUD) to allow for a Special Use for an Indoor Amusement Establishment, more specifically a Skating Rink.

- A. PUBLIC HEARING
- B. DISCUSSION/RECOMMENDATION

SEE COURT REPORTER MINUTES

MOTION: Made by Commissioner Kaucky, seconded by Commissioner Ruffalo that based on the submitted petition and testimony provided, I move that the Plan Commission approve and adopt the Standards for Special Use and the findings of fact outline in the staff report prepared for PC 18-02 for the April 4, 2018 Plan Commission meeting and that the Plan Commission recommend to the Village Board approval of a Special Use for Indoor Amusement Establishment, specifically an ice rink, subject o the Conditions of Approval listed in the Staff Report prepared for PC 18-02 for the April 4, 2018 Plan Commission meeting and the additional following conditions: One) the applicant will cooperate with Hinsdale Lake Towers to construct a fence to limit travel over their property to the adjacent shopping center; Two) all buses will be parked in front; and Three) excess ice will be disposed of in the loading dock inside the property.

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

MOTION DECLARED CARRIED

6. VISITOR'S BUSINESS

None.

7. COMMUNICATIONS

SEE COURT REPORTER MINUTES

8. ADJOURNMENT

MOTION: Made by Commissioner Remkus, seconded by Commissioner Kaucky, to adjourn the regular meeting of the Plan Commission at the hour of 10:05 p.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

Plan Commission Meeting  
April 4, 2018  
Page 4

PRESENTED, READ AND APPROVED,

May 16, 2018



Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl

4/4/2018

**VILLAGE OF WILLOWBROOK PUBLIC HEARING /ZONING  
HEARING CASE NUMBER**

**17-03**

KIMBERLEE A. ELLIOTT, C.S.R.

VILLAGE OF WILLOWBROOK  
PUBLIC HEARING  
ZONING HEARING CASE NUMBER 17-03

REPORT OF PROCEEDINGS had at the  
Public Hearing of the above-entitled case before  
The Planning Commission at the Willowbrook Police  
Department Training Room, 7760 Quincy Street,  
Willowbrook, Illinois on the 4th day of April,  
2018, at the hour of 7:00 p.m.

PRESENT:

Daniel Kopp, Chairman

James Soukup

Leonard Kaucky

William Remkus

Gregory Ruffolo

Maciej Walec

Roy Giuntoli, Building Inspector

Natalie Zine, Planning Consultant

1 CHAIRMAN KOPP: All right. Call to  
2 order the regular meeting of the Plan Commission of  
3 the Village of Willowbrook and ask the plan  
4 commission secretary to call the roll.

5 MR. GIUNTOLI: Commissioner Remkus.

6 COMMISSIONER REMKUS: Here.

7 MR. GIUNTOLI: Commissioner Soukup.

8 COMMISSIONER SOUKUP: Here.

9 MR. GIUNTOLI: Commissioner Ruffolo.

10 COMMISSIONER RUFFOLO: Here.

11 MR. GIUNTOLI: Commissioner Kaucky.

12 COMMISSIONER KAUCKY: Here.

13 MR. GIUNTOLI: Commissioner Walec.

14 COMMISSIONER WALEC: Here.

15 MR. GIUNTOLI: Vice Chairman Wagner

16 absent. Chairman Kopp.

17 CHAIRMAN KOPP: Here.

18 MR. GIUNTOLI: Planner Natalie Zine.

19 MS. ZINE: Here.

20 MR. GIUNTOLI: Building Inspector Roy

21 Giuntoli here.

22 CHAIRMAN KOPP: Next item is the

23 omnibus vote agenda. Would any of the

24 commissioners like anything removed from the

1 omnibus vote agenda? If not, will someone make a  
2 motion to approve the omnibus vote agenda.

3 COMMISSIONER RUFFOLO: So moved.

4 COMMISSIONER REMKUS: Second.

5 CHAIRMAN KOPP: All in favor say aye.

6 (Chorus of ayes.)

7 CHAIRMAN KOPP: Next item on the agenda  
8 is plan commission consideration for zoning hearing  
9 case 17-03. It's a petition for a special use  
10 permit for a planned unit development with a pet  
11 cemetery use including certain relief, exceptions  
12 and variations from Title 9 and Title 10 of the  
13 village code; a petition for rezoning of one parcel  
14 from R-1A to R-1; approval of a final plat of  
15 subdivision; and approval of a preliminary and  
16 final plat of PUD.

17 The applicant for this hearing is  
18 Bill Remkus, 6415 Western Avenue, Willowbrook.  
19 Notice of this public hearing was published in The  
20 Doings newspaper on March 15th, 2018.

21 Because Mr. Remkus is a  
22 commissioner he's going to recuse himself from this  
23 matter.

24

1 (Commissioner Remkus left the  
2 table.)

3 CHAIRMAN KOPP: Would someone for the  
4 applicant like to make their presentation? And  
5 anyone that's going to speak for the applicant and  
6 for the public will need to be sworn in by the  
7 court reporter so if you'd stand up then she'll  
8 swear you in.

9 AUDIENCE MEMBER: It's very hard to  
10 hear.

11 MR. RIEGER: Brian Rieger, 7325 Janes  
12 Avenue, Woodridge, Illinois.

13 BRIAN RIEGER,  
14 having been first duly sworn, by the Notary,  
15 testified as follows:

16 MR. RIEGER: Mr. Chairman and members  
17 of the plan commission, thank you for your time  
18 tonight. Again, my name is Brian Rieger. I'm with  
19 V3 Companies. I hope you can hear me okay. If you  
20 have trouble please stop me and make sure that I'm  
21 talking loud enough.

22 I'm here representing Bill Remkus  
23 who is with us tonight and other members of his  
24 family may be here as well and I also brought Ethan

1 Frisch from V3. Behind me I'm going to go through  
2 a power point presentation so we'll go through it.

3 So a little history of the  
4 cemetery, it was started in 1926 and then in the  
5 early 1950's the Remkus family purchased the  
6 cemetery and now they are in their fourth  
7 generation of family operation.

8 The property was annexed into the  
9 village in 1980 and over the time the Remkus family  
10 has purchased additional properties, the most  
11 recent property was the old fire station at the  
12 corner of Western and 63rd.

13 The services that the Hinsdale  
14 Animal Cemetery provide are burials within the  
15 cemetery grounds and animal cremation which they  
16 provide for several of the Chicagoland's best  
17 veterinarians. Additionally, they provide memorial  
18 products for grieving families who have lost their  
19 pets and animals.

20 The aerial on the left shows the  
21 property that's being considered as part of this  
22 PUD. It's about ten acres. Bentley Avenue is to  
23 the east, Western Avenue is to the west and 63rd  
24 Street is to the north. The single-family homes in

1 the center you can't really see my cursor but kind  
2 of that notch out those single-family homes are  
3 also owned by the Remkus family but they are not  
4 included as part of the PUD so those will remain  
5 just single-family residential.

6 The center picture on the screen  
7 shows the zoning classification. The site is  
8 currently zoned both R-1 and R-1A. Both of those  
9 are single-family residential but animal cemeteries  
10 are allowed as a special use within the R-1 zoning.  
11 So there's a map amendment that will kind of go  
12 with this as well.

13 There are five existing structures  
14 located on the property. Furthest to the north is  
15 the old fire station. There's a small garage a  
16 little further south and then there's kind of the  
17 cluster of buildings that make up the crematory  
18 building which is the northern one, the  
19 southeastern building is the main office building  
20 and the west one is a storage building. Access to  
21 the site is currently through Western and Bentley  
22 so there's cross access between those two roads  
23 through the cemetery.

24 The main thing we are seeking

1 approval for tonight is a planned unit development  
2 on the property. Typically a PUD is a result of a  
3 development petition on a larger piece of property  
4 that doesn't quite fit into zoning regulations.  
5 This PUD request is a little different. A couple  
6 years back the owners, Remkuses, Hinsdale Animal  
7 Cemetery, approached the village with a desire to  
8 put an addition on to the crematory building.  
9 Through subsequent discussions and meetings the  
10 village decided to recommend the adoption of the  
11 PUD for the property to clean up the zoning. It  
12 kind of simplified what's happening on the  
13 property. So the PUD would allow the owners to  
14 specifically state the future plans for the  
15 property and also bring the property in conformance  
16 with the zoning ordinances.

17           So there are several components to  
18 the proposed PUD, some of which are planned to be  
19 constructed in the near future and some are more  
20 planned for the distant future. So the village  
21 suggested that we include all the future  
22 improvements that might happen some day on the PUD  
23 so that in the future if they wanted to go through  
24 some of those improvements we wouldn't have to go

1 through the amendment of the PUD process and it  
2 would be a simpler process.

3           The components that will be  
4 conducted in the near future is the addition to the  
5 crematory building and associated site work around  
6 the crematory. So you can kind of see on here the  
7 orange in the middle there's a three, it's kind of  
8 small sorry about that, but that's what's happening  
9 in the near future, that building addition and the  
10 associated site work that goes with it. The rest  
11 of the new buildings in addition shown on the PUD  
12 plan are planned more in the distant future at an  
13 unknown date. So, again, we wanted to include any  
14 possible future expansions into the PUD so that  
15 they wouldn't have to go through the process, you  
16 know, if they wanted to add the gazebo that's  
17 included in there or a garage if we didn't include  
18 them now we'd have to amend the PUD which didn't  
19 make sense. So there aren't really any eminent  
20 plans for many of those improvements.

21           The other component to the PUD  
22 that Bill and his family are passionate about is  
23 that they wanted to make sure that they preserve  
24 open space on the property. So while it gives them

1 flexibility to add some of these buildings and  
2 additions in the future really what it does is it  
3 restricts what they can do on the property. So  
4 they want to maintain that open space. They want  
5 to maintain the open feel via plantings and all  
6 that kind of stuff so that was their desire. There  
7 is no use change whatsoever with the proposed PUD.  
8 The operations will remain the same. These are  
9 just going to help them run operations more  
10 efficiently and just serve their clients better.

11           So what's being done now, what's  
12 the first phase? The first phase is the addition  
13 to the crematory building. It's a 1730 square foot  
14 addition on the north side of the building. The  
15 addition will house the preparation of memorial  
16 products as we mentioned that they serve and as  
17 well as post crematory packaging. There will not  
18 be any specific crematory additions within that  
19 addition or crematory services within that  
20 addition. Along with the addition are some site  
21 improvements. The improvements include lot  
22 resurfacing, some additional pavement to access the  
23 addition on the north side of the building as well  
24 as restriping some of the stalls on the south side

1 of the storage building.

2                   These are the elevations.

3 Relatively simple just going to be an extension of  
4 the existing building out there so the line work  
5 that's shown dark on the exhibit is what's  
6 proposed.

7                   So here's what's in front of you  
8 as a request tonight: First is a plat of  
9 subdivision. We're consolidating several of the  
10 underlying lots into four lots that better fit the  
11 building configuration; the second is the  
12 preliminary and final plat of PUD which I  
13 previously described why we're doing that and the  
14 need for it; and third is the map amendment to  
15 rezone part of the property from R-1A to R-1 since  
16 animal cemeteries are allowed as a special use  
17 under that R-1 zoning so we're trying to clean that  
18 up.

19                   Within the request for the PUD in  
20 your staff report you can see that there are  
21 several waivers within the underlying -- waivers  
22 from the underlining zoning district. Most of the  
23 waivers are relating to the existing use and really  
24 the need to identify them within the PUD so that

1 they're allowed as they are existing today. So I'm  
2 just going to highlight a few of them just so we  
3 understand kind of the more important ones.

4 Lot one is really what houses the  
5 main complex. It's kind of hard to see on there  
6 but that's the first kind of lip there. The  
7 waivers are due to the lot configuration and the  
8 setback from the single-family homes owned by the  
9 Remkus family. So as you can see some of those  
10 buildings are close to the rear of those  
11 single-family lots so we need to make sure we  
12 capture those setback variations and waivers from  
13 the ordinance. There are no waivers requested due  
14 to the proximity of the buildings to Western Avenue  
15 within that lot one, if that makes sense.

16 Lot three, there are no proposed  
17 improvements on this lot so all of the waivers that  
18 you see within lot three are existing so it's just  
19 bringing that existing building, the fire station,  
20 you know, into the zoning code and it fits within  
21 that zoning code.

22 Lot four, there are three waivers  
23 requested and this is the lot just south of the  
24 fire station so it's a longer narrow lot and

1 there's a number seven on the red building that  
2 would be a future, potential future, building. So  
3 there's three waivers requested for that lot.  
4 Number one is lot area; number two is lot width.  
5 Both of those are due to the existing lot  
6 configuration so we're not changing that lot  
7 itself. That lot is staying the way it is and it  
8 doesn't meet the current ordinance so we're using,  
9 we're asking for waivers from the ordinance because  
10 of the existing lot configuration. And then the  
11 front yard setback requirement is 50 feet. We are  
12 showing it at 32 feet which is in line with the  
13 fire station as it is today.

14 So those are the waivers that I  
15 really wanted to highlight. Again, there is a lot  
16 in there. If you need me to go through one by one  
17 we can but I didn't want to spend too much time on  
18 that. So we appreciate your time this evening.  
19 We'd be happy to answer any questions that you  
20 have.

21 CHAIRMAN KOPP: Are there any plans for  
22 the fire station?

23 MR. RIEGER: That's going to stay.

24 CHAIRMAN KOPP: It's going to be used

1 as part of the business?

2 MR. RIEGER: Yes. It's currently being  
3 used as storage and will continue to be used as  
4 that.

5 CHAIRMAN KOPP: Any other commissioners  
6 have any questions at this point?

7 COMMISSIONER RUFFOLO: Not right now.

8 CHAIRMAN KOPP: All right. Natalie,  
9 want to give your staff report?

10 MS. ZINE: Sure. Thank you. I'll try  
11 not to repeat too much of what was presented. That  
12 was a really good summary of the plan and my staff  
13 report is quite lengthy.

14 So the existing pet cemetery's  
15 address is 6400 Bentley Avenue. However, as  
16 previously stated, the site is about ten acres and  
17 is situated south of 63rd Street and in between  
18 Bentley and Western Avenues.

19 The proposed PUD property is zoned  
20 almost entirely R-1 with the exception of lot three  
21 of the Remkus resubdivision and a portion of the  
22 Remkus resubdivision lot four which are zoned R-1A.  
23 I'll explain what the portion of the lot forming  
24 shortly. Surrounding the PUD property is R-1,

1 R-1A and R-2 single-family, residential districts  
2 to the north, east, west and south and also to the  
3 south is a portion of unincorporated land.

4 The properties listed in the  
5 proposed Hinsdale Animal Cemetery PUD are listed in  
6 table one of the staff report and that also  
7 illustrates what subdivisions they're in. So also  
8 I don't know if Brian clarified this but five of  
9 the eight lots have already been granted the  
10 special use for a pet cemetery. The only  
11 exceptions are the two fire station properties as  
12 well as the one lot to the south that's zoned R-1A.  
13 So that is also the lot that will need to be  
14 rezoned to R-1 to allow for the special use for a  
15 pet cemetery and then the fire station property  
16 will be granted within the entire PUD the special  
17 use also.

18 So to summarize the development  
19 proposal the petitioner is proposing a special use  
20 permit for a planned unit development with a pet  
21 cemetery use that includes certain relief  
22 exceptions and variations from the Title 9 and  
23 Title 10 of the village code. They're requesting a  
24 rezoning of Remkus resubdivision lot three and a

1 portion of the Remkus resubdivision lot four from  
2 R-1A to R-1, a final plat of subdivision, a  
3 preliminary and final plat of PUD also. So again,  
4 lot three is the only property within the PUD that  
5 is currently zoned R-1A. That one needs to be  
6 changed to allow for the special use.

7 I won't go through the history  
8 again. So the plat of subdivision and  
9 consolidation we requested that the petitioner  
10 consolidate some of the lots because of the  
11 location of the building addition three as it's  
12 proposed it was going to be placed over a lot line  
13 so we requested that they consolidate a couple of  
14 the lots to prevent that from happening so the  
15 property is going from eight lots to four.

16 It should also be noted that the  
17 applicant is requesting a waiver for the  
18 requirement for a preliminary plat of subdivision.  
19 We just required the final plat of subdivision.

20 So the portion of lot four that's  
21 R-1A was mistakenly zoned that back in '98 I  
22 believe so that will also need to be rezoned  
23 officially to the R-1 as well as the lot three of  
24 the Remkus resubdivision. If you have any

1 questions about that you can ask me.

2 As far as the appropriateness of  
3 the use, the majority of the property is already  
4 being used as a pet cemetery. The PUD will not  
5 change the existing use of the majority of the  
6 land. The fire station properties aren't, they  
7 don't have the special use as of this point but  
8 they're already being used for storage and that  
9 will continue to be the use in the future.

10 Already went over the site plan  
11 and the relief requested. I do want to just point  
12 out also in the site plan or the plat of PUD that  
13 on old lot three the bottom proposed building six I  
14 think they're showing 11 parking spaces that have a  
15 zero setback line from the property line so that's  
16 one of the reliefs being requested the reduction in  
17 pavement setback. There is a current easement over  
18 the private drive that goes through Mr. Remkus's  
19 private property so you should just be aware of  
20 that.

21 Landscaping, again, we did not  
22 require a landscaping plan but Mr. Remkus and his  
23 arborist have assured us that everything will be  
24 maintained and improved. There is one tree that

1 may or may not be affected by the construction of  
2 building addition three. They are working to save  
3 that tree. It is the only tree that is at risk,  
4 however, and there is the intention of planting 15  
5 to 20 additional trees on the property in the near  
6 future.

7 A photometric plan was also not  
8 required. The buildings currently have wall packs  
9 and the hours of operation are from 8 a.m. to  
10 5 p.m. so we don't anticipate any issues with  
11 lighting.

12 For recommended conditions of  
13 approval I'm suggesting that the hours of operation  
14 be limited to 8 a.m. to 5 p.m. which is the  
15 existing hours. Approved uses shall be as shown on  
16 the approved plans. Future modifications to the  
17 use of any building shall be subject to  
18 administrative review to determine whether a major  
19 change amendment is required based on parking needs  
20 so that is to say that the uses that are  
21 illustrated on the site plan they're called out for  
22 each building. Those cannot vary from what's  
23 written on there without coming back for a PUD  
24 amendment.

1                   Additionally, the owners shall  
2     submit architectural and engineering plans for  
3     internal review for each individual building prior  
4     to requesting a building permit or commencing  
5     construction. So as the petitioner wants to  
6     construct the new buildings or additions they will  
7     come in and submit for architectural and  
8     engineering plans that will be reviewed internally  
9     by village staff. And with each new building or  
10    building addition permit application the owner  
11    shall submit a statement identifying the square  
12    footage of net new impervious area for both the  
13    current application and the cumulative total. At  
14    such time as the cumulative total reaches 2500  
15    square feet of net new impervious area, post  
16    construction best management practices shall be  
17    designed and constructed in compliance with village  
18    code.

19                   So in conclusion, if these  
20    conditions are incorporated into the motion tonight  
21    staff is generally supportive of the proposed  
22    petition and recommends approval of the special use  
23    permit for a planned unit development for the pet  
24    cemetery use including certain relief exceptions

1 and variations from the Title 9 and Title 10  
2 village code, the rezoning of the one parcel from  
3 R-1A to R-1, the final plat of subdivision and the  
4 preliminary and final plat of PUD for the subject  
5 property.

6 CHAIRMAN KOPP: Okay. Does the  
7 applicant have any objections to those conditions  
8 of approval?

9 MR. RIEGER: (Shaking head).

10 CHAIRMAN KOPP: Any questions by the  
11 commissioners at this point?

12 COMMISSIONER SOUKUP: No.

13 CHAIRMAN KOPP: All right. So now, any  
14 members of the public that want to give testimony  
15 for or against this or to ask any questions of the  
16 applicant you're allowed.

17 MS. ZINE: Sorry, one more thing, I did  
18 receive some emails from the public that I've  
19 included and provided to each of the commissioners.

20 CHAIRMAN KOPP: So there's three emails  
21 in opposition and one email in support. So if  
22 anyone would like to speak on this matter if you  
23 can raise your hand and then we'll have you sworn  
24 in and you can speak. Yes, ma'am.

1 MS. JAROSZ-DOERRLER: First name is  
2 Jessica, last Jarosz-Doerrler.

3 JESSICA JAROSZ-DOERRLER,  
4 having been first duly sworn, by the Notary,  
5 testified as follows:

6 MS. JAROSZ-DOERRLER: Okay. So I guess  
7 I have some questions about this. So looking at  
8 the diagram that you had up here, what is building  
9 six going to be entitled? What is this?

10 MR. RIEGER: Do you want me to respond  
11 now?

12 CHAIRMAN KOPP: Yes.

13 MR. RIEGER: So building six will be  
14 kind of administrative and storage.

15 MS. JAROSZ-DOERRLER: Okay.

16 MR. RIEGER: That's the plan.

17 MS. JAROSZ-DOERRLER: Okay. In terms  
18 of the additions and the work that you want to do  
19 what is this going to do to traffic flow on  
20 Western?

21 MR. RIEGER: We don't see any change to  
22 the traffic flow on Western. It's not to add  
23 employees, it's not to add folks coming in and out  
24 of the development so it's really just to help them

1 be more efficient in their services.

2 MS. JAROSZ-DOERRLER: Are you going to  
3 be doing any additions of driveways connecting  
4 Western to the cemetery or is this just for  
5 internal developments?

6 MR. RIEGER: No. The only one would be  
7 just directly to building seven up at the north  
8 kind of like a driveway but nothing that connects  
9 through other than what's there now.

10 MS. JAROSZ-DOERRLER: Okay. So nothing  
11 for (inaudible) access?

12 MR. RIEGER: No.

13 MS. JAROSZ-DOERRLER: This is purely  
14 for employees?

15 MR. RIEGER: Yes.

16 MS. JAROSZ-DOERRLER: I think maybe  
17 that's it for questions right now.

18 CHAIRMAN KOPP: Okay. Thank you. Is  
19 there someone else?

20 MR. WILLIAM REMKUS: Mr. Chairman, can  
21 I add something real quick?

22 CHAIRMAN KOPP: You need to be sworn  
23 in.

24

1                    WILLIAM REMKUS,  
2     having been first duly sworn, by the Notary,  
3     testified as follows:

4                    MR. WILLIAM REMKUS: I just want to add  
5     some of the things that you see on here may never  
6     take place but with this PUD we have, you know,  
7     it's so hard to look into the future but along with  
8     the PUD they want you to make plans that you don't  
9     even know what you might do so we had to like the  
10    two buildings on there, those may never get built.  
11    So it's just as a planning device that's something  
12    that we had to do.

13                   MS. JONES: Samantha Jones-Matocha.

14                   SAMANTHA JONES-MATOCHA,  
15    having been first duly sworn, by the Notary,  
16    testified as follows:

17                   MS. JONES-MATOCHA: Good evening,  
18    everyone. First of all I want to thank you for  
19    your time and for the ability to speak this  
20    evening. My name as you know is Samantha  
21    Jones-Matocha and I'm a third generation resident  
22    of the neighborhood in which the Hinsdale Pet  
23    Cemetery is located so you can say my roots run  
24    deep here. You've never seen me at a village board

1 meeting before because it's not my style to make  
2 waves. I'm a former on-air TV new reporter and  
3 anchor for an ABC station so finding balance and  
4 compromise really is paramount to me.

5 I currently work as a real estate  
6 broker and have for several years closing several  
7 million dollars a year in home sales in the  
8 Willowbrook area. So if you can imagine I'm an  
9 advocate for small business expansion except when  
10 it's to the detriment of others.

11 If I weren't a real estate broker  
12 immersed in our local market I might think nothing  
13 of the expansion or rezoning of any parcels for the  
14 cemetery. Unfortunately, that's just not the case.  
15 I know how the cemetery impacts home values and  
16 buyer perception of the neighborhood. I had  
17 firsthand experience showing homes across from the  
18 cemetery on Bentley as well as on Western Avenue so  
19 I know the impact this has on buyers' pallets. I  
20 can't tell you how many times a buyer has asked me  
21 is that near the cemetery. Even if it isn't they  
22 want to know such before visiting a property. Or  
23 they'll pull up, see a cemetery, ask what's that.  
24 Even when I explain that it's for pets to try and

1 assuage their concerns they'll take a pass on the  
2 home simply because of that. Buyers consider it a  
3 burial ground which in all actuality it is even  
4 though it's for pets and not for people.

5 I want you to know I'm an animal  
6 lover like many of you yet regardless of whether  
7 the cemetery is for animals or for people they're  
8 turned off by it being so close to their residence.  
9 Homes in the area have taken a massive value hit  
10 because of this and market time on homes near the  
11 pet cemetery is significantly higher than it's  
12 counterparts. A prime example of that is a recent  
13 new construction home on Bentley that was  
14 absolutely gorgeous yet it took nearly two years to  
15 sell, much longer than similar homes.

16 We understand that the zoning is  
17 R-1 or R-1A but I really don't understand why there  
18 is a special use permitted at all for a cemetery in  
19 a residentially zoned property in the middle of a  
20 completely residential neighborhood. And I  
21 absolutely don't agree that any portion of the  
22 property should be classified under the distinction  
23 of a PUD.

24 I have spoken with the village

1 admin and your consultant Natalie who was gracious  
2 enough to provide the report for this evening in  
3 addition to the agenda so I wanted to review both  
4 and be well versed in this before I spoke. As the  
5 report states the PUD will give the petitioner, the  
6 cemetery owners, quote more flexibility in  
7 developing the land as his business expands. It  
8 further states within standards and findings for  
9 special use that the proposed Hinsdale Animal  
10 Cemetery will quote not substantially diminish and  
11 impair property values within the neighborhood.  
12 Unfortunately, I have to respectfully disagree with  
13 that statement. The contrary is really true.

14 We all know the cemetery spans  
15 decades in the area but its origination dates back  
16 to when 63rd was a two lane gravel road not the  
17 landscape of our area today. Now it can cost home  
18 owners tens of thousands of dollars or even  
19 potentially the inability to resell their home at  
20 all today if this special use is expanded and we  
21 allow the proposed PUD.

22 In 2018 it doesn't seem to me a  
23 special use for a pet cemetery should be permitted  
24 within a residential neighborhood. Is this what we

1 want for our neighborhood for our already  
2 precarious housing market and values? It's my  
3 understanding that the distinction for the area and  
4 those in R-1 or R-1A zoning is for low density  
5 residential population. I'd really appreciate if  
6 someone could define that for me at some point. I  
7 will admit this is not entirely my area of  
8 expertise although I'm somewhat versed in it but I  
9 don't understand how a pet burial ground fits into  
10 that distinction especially when the surrounding  
11 properties aren't commercial or industrial but  
12 several hundred thousand dollar even upwards of a  
13 million dollar home.

14 I know there are layers to every  
15 decision that all of you make. I really do  
16 empathize with that and I appreciate the time you  
17 put into this. I value your time but I really do  
18 have to implore you to seriously reconsider any  
19 changes to the special use or the distinction of  
20 PUD for the parcel near 63rd and Western Avenue  
21 extending to Bentley especially in the prominent  
22 location of the old Tri-State Fire Department at  
23 63rd and Western. We can't take the risk that  
24 these buildings are not necessarily going to come

1 to fruition because it is likely only a matter of  
2 time before that is the case.

3                   Furthermore, I believe the special  
4 use should be reconsidered here and potentially  
5 revoked as the property is not surrounded by open  
6 land as it was a hundred years ago.

7                   Let's remember zoning exists to  
8 separate incompatible uses of properties. We can't  
9 have residents living amongst more headstones or  
10 expanded crematoriums which we know are inevitable  
11 should this pass. Please take the time to  
12 reconsider and reevaluate this matter. We can't  
13 afford to make the wrong decision here. Thank you  
14 for your time and consideration.

15                   CHAIRMAN KOPP: Anyone else? Yes,  
16 ma'am.

17                   MS. LEVY: Eileen Levy.

18                   EILEEN LEVY,  
19 having been first duly sworn, by the Notary,  
20 testified as follows:

21                   MS. LEVY: We back up to the pet  
22 cemetery. We have been here since 1980. It has  
23 done nothing but add to our neighborhood. They  
24 keep the grounds great. They've done tons of

1 landscaping around. They've already fixed the  
2 firehouse, had it tuck pointed and painted. It  
3 looks much better than it did before not to mention  
4 how nice it is to have the trucks gone and just  
5 have a building there. I feel like it's an asset  
6 to our neighborhood. I always have. It is a  
7 beautiful area. They are building a butterfly  
8 garden behind our house. I'm surrounded by the  
9 firehouse on one side and the back lot on the other  
10 and I have nothing to say but it's helped our  
11 neighborhood and I thank God it's there or else I  
12 don't know how much water I'd have in my back yard.

13 CHAIRMAN KOPP: Anyone else? Yes, sir.

14 MR. JONES: My name is Carlton Jones.

15 CARLTON JONES,

16 having been first duly sworn, by the Notary,  
17 testified as follows:

18 MR. JONES: My name is Carlton Jones.  
19 I'm a local home owner and taxpayer. We purchased  
20 our property, our home which is near the property  
21 in question here, approximately 20 years ago. We  
22 bought it there for a reason, nice home, big lots  
23 and not very close to business or industrial use.  
24 If at any point we thought anything undesirable

1 would be built near us we would have sold out long  
2 ago.

3                   The reason zoning exists in the  
4 first place is to separate incompatible uses from  
5 each other. Over the years this area has improved  
6 dramatically. Many new homes have been built and  
7 many of those are custom homes worth upwards of a  
8 million dollars.

9                   It is not the place of local  
10 government to make decisions for one that could  
11 negatively impact the lives of many home owners and  
12 voters. We home owners have zero interest in the  
13 expansion of cemetery plots and buildings next to  
14 us which will definitely devalue our properties and  
15 therefore our quality of life.

16                   Does this proposal set the  
17 precedent then that anyone can then apply for a  
18 special use plan development in the future? If so,  
19 what's next, a day care center or a convenience  
20 store? And what guarantees that at some point in  
21 the future it doesn't get developed with possibly a  
22 crematorium that's going to be spewing remnants of  
23 smoke into the area?

24                   We urge you to vote no on this

1 zoning change and this development. Thank you.

2 CHAIRMAN KOPP: Yes, sir.

3 MR. JOHN REMKUS: I have to come  
4 forward and speak to just clear up some  
5 misconceptions. I'm John Remkus a member of the  
6 Remkus family.

7 JOHN REMKUS,  
8 having been first duly sworn, by the Notary,  
9 testified as follows:

10 MR. JOHN REMKUS: And thank you,  
11 everyone, for coming out asking questions that you  
12 know I'm sure other people have. I wanted to go on  
13 the record first and foremost to say we're not  
14 adding any additional crematory capacity. The  
15 business as it currently operates is a crematory so  
16 we don't spew black smoke into the air at any point  
17 and time. We won't be expanding, we won't be using  
18 any additional land for pet burial. What you see  
19 is what you get. There is not going to be new  
20 monuments going up.

21 Anything that we do is primarily  
22 just to, for instance, laser engraving the urns  
23 that we return to people has gotten really, really  
24 popular so we need more space to do things like

1 laser engraving in house. Right now it's tucked  
2 behind a crematory machine and it's loud and  
3 uncomfortable for our people to sit back there for  
4 an hour or two at a time and engrave urns. So  
5 they've got to -- it would just be nice to have a  
6 little bit of space to where we can place all the  
7 orders out on tables, spread them out and then  
8 process them one by one and engrave the urns in due  
9 time.

10 We're also, another big component  
11 of our business has become doing memorial paw  
12 prints for pets so to have space to be able to put  
13 an artist that can do those over time and not be so  
14 close to crematory equipment, stuff like that is  
15 really important to us as well.

16 So really I think the  
17 misconception is that all of a sudden we'll be  
18 putting tons and tons of buildings or increasing  
19 our operations. Our intention is to get any  
20 traffic that's on Western right now off Western and  
21 use internal pathways so far as it conforms with  
22 our limitation on impervious surfaces so that  
23 instead of moving vehicles on Western maybe we can  
24 move them through the property so that we can take

1 that traffic off Western.

2 And it's our intention to be good  
3 neighbors. We own property nearby. Our friends  
4 and family own property nearby and that's the last  
5 thing we want to do, do something that would  
6 devalue the property.

7 Now, when it comes to the house  
8 that didn't sell on Bentley that was probably a  
9 result of it being a third wetland and standing  
10 water in the foundation of the home every single  
11 day that had to be pumped out whenever they came to  
12 do construction work.

13 So, you know, I'm happy to answer  
14 any questions that people might have about this  
15 project but it's not like some massive industrial  
16 expansion. It's just to clean things up. We'd  
17 like to make some improvements to the existing  
18 buildings, make them look prettier, more  
19 residential. That was a big concern of ours just  
20 to make sure that it blends in, looks nice. So I'm  
21 happy to answer any questions that the commission  
22 has or that other residents might have.

23 CHAIRMAN KOPP: Anybody else in the  
24 audience like to --

1 MS. ROGERS: Could I just ask a  
2 question?

3 CHAIRMAN KOPP: Yes. You'll still need  
4 to get sworn in.

5 MS. ROGERS: Pardon me?

6 CHAIRMAN KOPP: You'll still need to be  
7 sworn in.

8 REGINA ROGERS,  
9 having been first duly sworn, by the Notary,  
10 testified as follows:

11 MS. ROGERS: Just a quick question.  
12 Clearly I know that you're here to change the  
13 zoning and you're talking about that you have no  
14 plan for any future expansion. Why is there a need  
15 to change the zoning I guess is my question?

16 MR. JOHN REMKUS: Because it's been  
17 something that's -- there is a lot of vestibule  
18 stuff that's been around for a long time, lot lines  
19 that don't make sense anymore.

20 MS. ZINE: I can answer that question.  
21 The one property that was mistakenly zoned a  
22 portion of it R-1A when the whole thing should have  
23 been R-1, that was a mistake that was made 20 years  
24 ago that we're just fixing. The other parcel that

1 needs to be rezoned is the small residential lot  
2 three that's going to be part of new lot one. That  
3 needs to be rezoned from R-1A to R-1 only because  
4 the pet cemetery is only listed in the zoning  
5 ordinance as a special use under R-1. So even  
6 though that building probably is only going to be  
7 used for administrative services and/or storage  
8 because it's a part of the pet cemetery use it  
9 needs to be zoned R-1 so that it can be legally  
10 under the special use. Does that make sense?

11 MS. ROGERS: It does but I keep hearing  
12 probably, maybe. I don't think that's a guarantee  
13 so I guess, you know, as a resident and certainly  
14 from a home value perspective, you know, when you  
15 go by probably or not definite I don't think there  
16 is any assurance with that --

17 MR. JOHN REMKUS: I think it would tie  
18 our hands a little bit more because it's enumerated  
19 in the planned unit development as to what we can  
20 do and what we can't do so it will all be laid out  
21 there. If we were to do it piecemeal and we wanted  
22 to get to a certain place we probably would be able  
23 to do that but this ties our hands more. It's more  
24 about preserving the business as is and, again,

1 cleaning up the zoning, adding landscaping, making  
2 cosmetic improvements to buildings. That's really  
3 what we're in it for. I don't, you know, cutting  
4 grass in between headstones is difficult. I don't  
5 want to do any more of that. We're to the point  
6 with the crematories where I would prefer to go  
7 elsewhere and branch out a little bit and maybe  
8 even over the long term reduce the number of units  
9 that we've got there so, you know, we're coming to  
10 the village in good faith to try to achieve this  
11 and, you know, I'm happy to answer questions or if  
12 anyone has concerns. I understand, you know, if I  
13 wasn't keenly aware of what we're doing here I  
14 would have concerns, too.

15 MS. ROGERS: I just think from a legal  
16 perspective I'm not use to terminology of probably,  
17 maybe, we have got to come to planning for future  
18 things but we're probably not going to do  
19 expansion. I mean just, you know, just concerns.

20 MR. JOHN REMKUS: I understand. I  
21 guess that would have to be something that we look  
22 at under the framework of what planned unit  
23 development actually says. I think this is an  
24 instance where, you know, we are happy to trade-off

1 maybe some of that flexibility for being able to do  
2 things like you have to put it all out there is  
3 what you have to do so it's potential that we could  
4 but may or may not.

5 CHAIRMAN KOPP: I think maybe what's  
6 not being communicated well. Sorry.

7 MR. JOHN REMKUS: That's okay.

8 CHAIRMAN KOPP: Is that they can't  
9 build any more than they're asking for here but  
10 they may not even build what they're asking for but  
11 they can't, one of them was a 1700 square foot  
12 addition, they may or may not do that. They can't  
13 build a 2500 square foot addition without coming  
14 back and going through this whole process over  
15 again. So that's I think when they say maybe, I  
16 think what he is saying this may look exactly the  
17 same 30 years from now other than the cosmetic  
18 changes there may be no --

19 MS. ROGERS: Well, they are proposing  
20 to put the 1760 addition on.

21 MR. WILLIAM REMKUS: 1700.

22 MS. ROGERS: That's not a maybe.

23 CHAIRMAN KOPP: Right, but they don't  
24 have to.

1 MS. ROGERS: No, I understand that. He  
2 is talking about wanting to expand some of the  
3 artists coming in and doing things so that's a  
4 definite, the 1760 unless I misconstrued what I'm  
5 hearing here tonight.

6 MR. WILLIAM REMKUS: No, you are right.

7 MR. JOHN REMKUS: Yes, that's something  
8 we'd like to do.

9 MS. ROGERS: Right.

10 CHAIRMAN KOPP: There was someone over  
11 here I thought.

12 MR. DAVID REMKUS: I'm David Remkus.  
13 I'm John's brother.

14 DAVID REMKUS,  
15 having been first duly sworn, by the Notary,  
16 testified as follows:

17 MR. DAVID REMKUS: I just as kind of a  
18 relevant note I grew up on the property, born and  
19 raised. The whole thing about property values kind  
20 of sticks in my craw because when I was growing up  
21 it was pretty rural tobacco roady, not a whole lot  
22 of people around and those million dollar homes you  
23 see, Coralynn Court, all of that, those houses were  
24 built knowing that that cemetery is right there

1 like it was inescapable what we had there and they  
2 built those homes anyway. They've sold for  
3 millions anyway. There is a lot of neighbors who  
4 walk through the cemetery, walk their dogs through  
5 the cemetery. A lot of people find it to be an  
6 asset. So I kind of do resent the idea that we  
7 lower property values because those properties  
8 weren't there before when I was growing up and the  
9 cemetery sure was and they built there anyway so  
10 that's all.

11 CHAIRMAN KOPP: Let me see if there is  
12 anybody new that wanted to speak. Yes, sir.

13 MR. GEORGE REMKUS: I'm George Remkus,  
14 Bill's brother.

15 GEORGE REMKUS,  
16 having been first duly sworn, by the Notary,  
17 testified as follows:

18 MR. GEORGE REMKUS: I grew up out there  
19 since my father and grandfather bought the cemetery  
20 in the '50s and I don't see a problem with anything  
21 they want to do there. They're upgrading the  
22 property and things look a lot nicer than they used  
23 to.

24 When they bought it there was one

1 cement building on the property that was the office  
2 and everything and I just wanted to say I think you  
3 should pass it. And as far as property values when  
4 people bought these houses they knew what they were  
5 buying and where it was at. And as far as that  
6 property on Bentley that you had a hard time  
7 selling.

8 MS. JONES-MATOCHA: I wasn't selling  
9 it.

10 MR. GEORGE REMKUS: I'm surprised they  
11 even let you build that house on that lot because  
12 all of the water that's been there over the years  
13 before anybody built there.

14 MS. JONES-MATOCHA: On the majority of  
15 Bentley that's the case but they don't carry the  
16 same market time when they are further south from  
17 the pet cemetery as those that actually face it.  
18 It's just a fact. We don't need to debate it.

19 MR. GEORGE REMKUS: I wouldn't mind  
20 having a pet cemetery as a neighbor. They don't  
21 make noise, don't have wild parties, very quiet.

22 MS. JONES-MATOCHA: I wish it was that  
23 easy.

24 MS. ROGERS: You represent one percent

1 of the population.

2 MR. GEORGE REMKUS: Right. That's all  
3 I have to say.

4 MS. ROGERS: You're not speaking for  
5 everyone.

6 MR. WILLIAM REMKUS: Another thing, the  
7 two houses that are directly across from the  
8 cemetery they bought those lots and built those  
9 houses. They bought those at the top of the market  
10 and so don't tell me that it ruins the property  
11 values because it doesn't.

12 And I will tell you the reason  
13 that house over there didn't sell and it is because  
14 of the water. If you go stand out there right now  
15 and look next to the swamp with a foot of water in  
16 there and everything it wasn't because it was  
17 across the street from the cemetery. It's because  
18 it was next to a swamp and part of the property  
19 can't be cut it has to be maintained as a swamp  
20 around the house. You can sell all the real estate  
21 you want but --

22 MS. JONES-MATOCHA: I will.

23 MR. WILLIAM REMKUS: The facts are the  
24 facts there.

1 MS. JONES-MATOCHA: And I just want to  
2 quickly respond to that I don't want to monopolize  
3 anyone's time but my husband and I when we were  
4 even looking in the neighborhood and trying to find  
5 a property to purchase we looked at one on Bentley  
6 that was probably seven houses further south than  
7 the one McNaughton built that we're all referring  
8 to this newer construction that was half of the  
9 property was wetlands like the majority of those  
10 again on the south portion of Bentley. However,  
11 when that went up and sold it sold in a matter of  
12 weeks and it had the same lay of the land, the same  
13 water density I would imagine and standing water  
14 yet it didn't face the cemetery so, therefore, it  
15 wasn't really an impact on them.

16 So I understand. I feel that this  
17 is a hot button issue and I'm not trying to curb  
18 the expansion and your livelihood. I feel for that  
19 but I just need to implore you to seriously  
20 reconsider this. If I didn't work in this, like I  
21 said, if I didn't do several million dollars of  
22 closed sales in the neighborhood and hear from  
23 buyers time and time again how close is this to the  
24 cemetery, can I see it, if it's near it I don't

1 even want to look at the property. I know one of  
2 our clients who recently built in the neighborhood  
3 reached out to you and I cannot tell you how  
4 adamant they were among dozens of other clients I  
5 have touched and worked with who say I cannot be  
6 anywhere near it.

7           So it's just important to consider  
8 everyone's reactions to this. I know it's not a  
9 black and white issue and also the potential to  
10 expand the former Tri-State Fire Department from  
11 the storage in which it's currently used to  
12 potentially having I don't know what the future use  
13 will be but potentially a signage or whatever may  
14 come really is a detriment to our neighborhood.

15           Again, I don't stick my nose into  
16 business. I don't create waves. I'm not one to  
17 create drama. I just need to implore you to  
18 seriously reconsider this. Our economy and our  
19 market is precarious enough.

20           CHAIRMAN KOPP: All right. If there is  
21 no one else in the audience, the applicant do you  
22 want to as the applicant make the last statement?

23           MR. RIEGER: Just briefly, thanks for  
24 your time and for all the comments. I think you've

1 heard from both sides and we appreciate your time  
2 and just asking if you would consider approval on  
3 this request and we're here for any questions that  
4 you guys have as you deliberate this.

5 CHAIRMAN KOPP: Can it be quick?

6 MS. JAROSZ-DOERRLER: Yes, quick. Can  
7 I just stay where I'm at? So there's a lot for, a  
8 lot against. There is a lot to be said on both  
9 sides. So people who are concerned about property  
10 values, you know, I would think they're concerned  
11 based on sight, correct?

12 MS. JONES-MATOCHA: Umm-umm.

13 MS. JAROSZ-DOERRLER: So you guys want  
14 to expand your building to help the grieving  
15 patrons who are trying to deal with a loss of a  
16 family member, other people are concerned about the  
17 loss of value to their homes.

18 Have you guys considered putting  
19 up, you know, foliage, something between the  
20 cemetery and Western so that this way, you know,  
21 this I would assume would negate the concern for  
22 property values if people aren't able to see  
23 through this because you have something blocking  
24 the view but it still provides something that is,

1 you know, secluded and it looks nice and it's I  
2 guess Woodland haven in a way but it's something  
3 that seems like it's somewhere between, you know,  
4 both parties.

5 MR. WILLIAM REMKUS: Well, we are up on  
6 the Bentley side in working with the village on  
7 that what we can do on each side of the fence  
8 because on the one side of the fence is ours, the  
9 other side is the village and we have looked at  
10 several different plans to plant trees along there  
11 so that's something that is going to be done as we  
12 go through. Some of the bushes that we have that  
13 are on our side of the fence are starting to reach  
14 the end of their life, you know, they're dying out  
15 so we want to replace them. We want to replace, we  
16 are going to try to use a lot of Evergreens up on  
17 there across the front so we're just looking for  
18 some that are a little bit more hardy and will  
19 withstand some of the salt. Salt becomes a problem  
20 up at the street with the cars so we're working  
21 against that but I have talked to Tim at the  
22 village about relandscaping the front and adding  
23 more trees and stuff like that so that is in the  
24 plans. It's not something we had to put into this

1 but it is something that we are conscious of and  
2 that we want to do because I would like to have  
3 more flowering stuff along the front, too.

4 MR. JOHN REMKUS: And Western, too, we  
5 want to try to break that up some nice trees,  
6 Evergreens just make it more of a --

7 MR. WILLIAM REMKUS: Because we live  
8 here, too. This is not like we are a company that,  
9 you know, we live somewhere or I live in Oak Brook  
10 and I'm going to come put this in your  
11 neighborhood. This is my neighborhood. I mean I  
12 grew up here. I have lived in the house that we're  
13 living in now I have lived in since I was one year  
14 old so, you know, we built the fire station.

15 The fire station is there because  
16 volunteers built it. My father is one who worked  
17 on that every Saturday and Sunday we spent at the  
18 firehouse building the firehouse because when we  
19 moved out here there was no fire protection, there  
20 was no ambulance service. It was all open fields.  
21 It was gorgeous, you know, that's progress and we  
22 live with progress but I wouldn't leave this  
23 neighborhood. I love this neighborhood. I'm not  
24 going to do anything to make the neighborhood go

1 down because I live here, too, so I want it to look  
2 nice and we have those plans but sometimes we are  
3 constrained in those plans by what the village will  
4 let us to do, too, so we're working through that.  
5 Yes, we are going to relandscape the front of the  
6 cemetery and it will probably be done in sections.

7 CHAIRMAN KOPP: All right. I'm going  
8 to close this public hearing for Zoning Hearing  
9 Case 17-03. So what we do is we close the public  
10 hearing but then we here publicly discuss it and  
11 publicly vote on it but we no longer take any more  
12 testimony.

13 All right. So I'm going to vote  
14 in favor of this because I'm actually, my lot is on  
15 that picture. I live across the street from the  
16 pet cemetery. It's not a million dollar house but  
17 it is on Coralynn Court. They have been great  
18 neighbors.

19 As soon as we found out when we  
20 were buying our house more than ten years ago as  
21 soon as we found out it was for pets we were, any  
22 concerns we had were eliminated about living across  
23 from a pet cemetery. They put in a great fence.  
24 They keep the property up. They mow it. We walk

1 our dogs through there every day. I think it is,  
2 as Ms. Levy said, I think it's just a great  
3 attribute to the neighborhood and they are not  
4 really looking to expand it so I'm going to vote in  
5 favor of this. I don't know if anybody wanted to  
6 make a statement or we just want to call the vote.

7 COMMISSIONER RUFFOLO: I'm in support  
8 of it. I feel that it's been there quite a long  
9 time. I think it's been harmonious with the  
10 residents and the improvements that they are  
11 suggesting I would hope would enhance the  
12 appearance as well.

13 CHAIRMAN KOPP: All right. Will  
14 someone on the plan commission make a motion that  
15 based on the submitted petition and testimony  
16 provided I move that the plan commission approve  
17 and adopt the standards for special use permit  
18 outlined in the staff report prepared for PC 17-03  
19 for the April 4, 2018 plan commission meeting and  
20 that the plan commission recommend the village  
21 board approval of a special use permit for a  
22 planned unit development with a pet cemetery use  
23 including certain relief exceptions and variations  
24 from Title 9 and Title 10 of the village code, the

1 rezoning of one parcel from R-1A to R-1, final plat  
2 of subdivision and a preliminary and final plat of  
3 PUD for the subject property as legally described  
4 in attachment one subject to the conditions of  
5 approval listed in the staff report prepared for PC  
6 17-03 for the April 4, 2018 plan commission  
7 meeting.

8 COMMISSIONER RUFFOLO: So moved.

9 COMMISSIONER KAUCKY: Second.

10 CHAIRMAN KOPP: I ask the plan  
11 commission secretary to call the roll.

12 MR. GIUNTOLI: Commissioner Soukup.

13 COMMISSIONER SOUKUP: Yes.

14 MR. GIUNTOLI: Commissioner Ruffolo.

15 COMMISSIONER RUFFOLO: Yes.

16 MR. GIUNTOLI: Commissioner Kaucky.

17 COMMISSIONER KAUCKY: Yes.

18 MR. GIUNTOLI: Commissioner Walec.

19 COMMISSIONER WALEC: Yes.

20 MR. GIUNTOLI: Vice Chairman Wagner  
21 absent. Chairman Kopp.

22 CHAIRMAN KOPP: Yes.

23 All right. So that's it for that  
24 item on the agenda. So for those of you that are

1 interested what this is a recommendation that goes  
2 to the board of trustees and the trustees are the  
3 ultimate decision makers on this. And you're  
4 welcome to leave or welcome to stay. If you just  
5 came for this matter don't feel like you have to  
6 stay out of courtesy.

7 (Hearing adjourned at 7:55 p.m.)  
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1 STATE OF ILLINOIS )  
2 ) SS.  
3 COUNTY OF K A N E )

4 I, KIMBERLEE A. ELLIOTT, being first duly  
5 sworn on oath says that she is a court reporter doing  
6 business in the County of Kane and State of Illinois;  
7 that she reported in shorthand the testimony given at  
8 said hearing aforesaid; that the foregoing is a true  
9 and correct transcript of her shorthand notes so taken  
10 as aforesaid, and contains all the testimony so given  
11 at said hearing.

12  
13 *Kimberlee A. Elliott*



14 Notary Public, Kane County, IL  
15 CSR # 084-003093  
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4/4/2018

**VILLAGE OF WILLOWBROOK PUBLIC HEARING/ZONING  
HEARING CASE NUMBER**

**18-01**

KIMBERLEE A. ELLIOTT, C.S.R.

VILLAGE OF WILLOWBROOK  
PUBLIC HEARING  
ZONING HEARING CASE NUMBER 18-01

REPORT OF PROCEEDINGS had at the  
Public Hearing of the above-entitled case before  
The Planning Commission at the Village Hall of  
Willowbrook, 7760 Quincy Street, Willowbrook,  
Illinois on the 4th day of April, 2018, at the  
hour of 8:00 p.m.

PRESENT:

Daniel Kopp, Chairman

James Soukup

Leonard Kaucky

William Remkus

Gregory Ruffolo

Maciej Walec

Roy Giuntoli, Building Inspector

Natalie Zine, Planning Consultant

1                   CHAIRMAN KOPP: Next item on the agenda  
2 -- Item 5 on the agenda Zoning Hearing Case 18-01  
3 for 500 Joliet Road, 600 Joliet Road and 7700  
4 Griffin Way, Willowbrook, Illinois. This is a  
5 petition for an amendment to a planned unit  
6 development including certain relief exceptions and  
7 waivers from Title 9 and Title 10 of the village  
8 code to allow for the resubdivision of the property  
9 into three lots.

10                   The petitioner for this  
11 application is John Stoetzel of Illinois Industrial  
12 Properties of Naperville, Illinois. Notice of this  
13 public hearing was published in The Doings  
14 newspaper on March 15, 2018.

15                   Is there a representative of the  
16 applicant present?

17                   MR. DAY: Yes, Mr. Chairman.

18                   CHAIRMAN KOPP: Please come up.

19                   MR. DAY: I've got a number of slides.  
20 Would it be okay if I stood off to the side a  
21 little bit so I can see the slides as well?

22                   CHAIRMAN KOPP: Sure.

23                   MR. DAY: Thank you very much.

24                   CHAIRMAN KOPP: You'll need to be sworn

1 in.

2 SCOTT DAY,  
3 having been first duly sworn, by the Notary,  
4 testified as follows:

5 MR. DAY: Mr. Chairman, members of the  
6 plan commission, good evening. My name is Scott  
7 Day. I am here with my law partner Christina  
8 Morrison. We are with the firm of Day, Robert &  
9 Morrison, 300 East 5th Avenue, Suite Number 365 in  
10 Naperville, Illinois. We are here on behalf of the  
11 applicant John Stoetzel who is here and present.  
12 He is the property developer and is acting on  
13 behalf --

14 CHAIRMAN KOPP: I'm sorry, Mr. Day,  
15 could you speak up? Some of the commissioners  
16 can't hear you.

17 MR. DAY: Is there a microphone here?

18 MR. GIUNTOLI: No, but it's better.

19 COMMISSIONER SOUKUP: I can't hear what  
20 you're saying.

21 MR. DAY: I will be required to turn  
22 around periodically to take a look at one of the  
23 exhibits or displays. I don't have much of a  
24 voice. I apologize for not being able to project

1 but I'll do my best.

2                   Mr. Stoetzel, John Stoetzel, he is  
3 the property developer and he is acting on behalf  
4 of the main beneficiary of the owner land trust.  
5 His address is 1809 North Mill Street, Suite E in  
6 Naperville, Illinois, 60563. The owner is Chicago  
7 Title Land Trust 123910-09 under a trust agreement  
8 dated March 5th of 1998.

9                   This application this evening is  
10 for a very old planned unit development. It has  
11 been around over the course of 30 years and I had  
12 to laugh a little bit as you were going through the  
13 earlier planned unit development, clearly these  
14 things are regulated on a planned unit development  
15 basis and the restrictions that are in place as  
16 well as the entitlement that you are authorized for  
17 clearly do run with the land from year to year.  
18 This one dates back to 1989.

19                   We are asking for permission to do  
20 both a preliminary and final subdivision plat very  
21 much like the last applicant was and this  
22 constitutes an amendment to the previously approved  
23 planned unit development plat.

24                   The application that we had filed

1 lists those two entitlements and this is a  
2 subdivision that we think was actually approved at  
3 the very inception. It was one of the things that  
4 was permitted in the original entitlement document  
5 although over the course of the last 30 years the  
6 final subdivision was never actually processed.  
7 Nevertheless even though it may have been  
8 authorized at the inception it constitutes an  
9 amendment to the planned unit development plat that  
10 technically is an amendment to the PUD and for that  
11 reason we are before you seeking subdivision and  
12 amended PUD plat that in and of itself is a  
13 conditional use even though it's something that is  
14 authorized by previous approval.

15 The subject property is located at  
16 500 and 600 Joliet Road, 7700 Griffin Way in  
17 Willowbrook. It is 12.33 acres in size for the  
18 gross planned unit development.

19 Back in 1988 the developer applied  
20 for a special use for a planned unit development  
21 and final plat and received approval pursuant to  
22 Ordinance No. 88-0-23 which is depicted in slide  
23 four here. This approved phase one of the plat  
24 which was recorded as Document No. R1989-157289 and

1 one of the conditions that the village placed on  
2 the approval of the planned unit development at  
3 that time as you always do in these cases is that  
4 we record covenants and restrictions that basically  
5 regulate the development within this 12.33 acres.  
6 Now those covenants and conditions very frequently  
7 in these cases address the common elements, the  
8 private street, the storm water detention  
9 facilities, the easements in the areas within the  
10 planned unit development itself. In this case  
11 those particular covenants did indeed address that.

12 Now, when the planned unit  
13 development was approved it was specified in 1988  
14 that the future development and use of the planned  
15 unit development would be consistent with the  
16 documents including these covenants and conditions.

17 Slide seven, these covenants and  
18 conditions originally specified that we would  
19 create, the developer, would create an association.  
20 The association would have authority to take title  
21 to the private streets, the common elements within  
22 the development, the storm water detention  
23 facilities and then manage those and then the  
24 covenants and conditions also specified that the

1 developer could then deed off the individual chunks  
2 within the planned unit development to separate  
3 owners. The separate owners who came into the  
4 development would then have a vote in the  
5 association and elect the board and the association  
6 would manage the common elements for the owners of  
7 the lots.

8           These covenants even specified  
9 what type of deeds we had recorded to make sure the  
10 future owners within the development would actually  
11 take title to the property subject to the planned  
12 unit development provisions including these  
13 covenants. And you can see from slide seven we  
14 have got a definition for the association.

15           It states that it was formed for  
16 the purpose of owning and maintaining the common  
17 areas. There is a definition for the common area  
18 which specified that may be owned by the declarant  
19 who at that time was the developer or the  
20 association or an owner or it could be dedicated  
21 actually to the village. So it was contemplated  
22 that ownership severance would occur. There was a  
23 definition of parcel and it specified that each  
24 parcel of property would be under common fee

1 ownership, the size and dimensions of which shall  
2 be established by the legal description of the deed  
3 of conveyance from the grantor in this case the  
4 developer. Property owners were defined as the  
5 record owner other than the developer when one or  
6 more persons or entities of a fee simple title in  
7 any parcel.

8 Slide eight, Section 3.1 specified  
9 that the purpose was to protect the current and  
10 future owners of each individual parcel from  
11 improper use of the development of the other  
12 parcels.

13 Slide nine, and then it had  
14 classes of membership in the association that would  
15 give them voting rights to basically elect the  
16 people who would control the association.

17 And slide ten, then each owner of  
18 the individual parcels would then pay their  
19 proportional share for the maintenance of the  
20 streets and the storm water detention facility and  
21 the infrastructure associated with the development.

22 So that's a long and boring way  
23 and legalistic way of saying that from the  
24 inception of this particular development when

1 Mr. Stoetzel was here and participated he was 15 at  
2 the time. Mr. Stoetzel participated in this. It  
3 was always set up with the idea that this  
4 association would control the common elements, the  
5 individual parcels would eventually be sold off and  
6 each of them would basically take responsibility  
7 for the common elements. Because the village  
8 doesn't maintain this, the village doesn't pay for  
9 the street, the village doesn't pay for the storm  
10 water detention facility. The management in this  
11 case is upon the developer and/or its successors'  
12 interest.

13           There's a series of amendments and  
14 updates all of which still regulate the property  
15 today. I will try to quickly go through these. In  
16 1989 you adopted Ordinance No. 89-046. This is  
17 slide 11 and then amended the special use for a PUD  
18 and approved a final modified plat for phase one  
19 and a final plat for phase two and approved the  
20 final plat of subdivision.

21           Now at that time it specified that  
22 the terms and conditions from the 1988 development  
23 would still ride along with the property and then  
24 in 1989 a final PUD plat for phase one and phase

1 two was adopted and approved and the phase two  
2 development, slide 12, was actually recorded and  
3 that is the one that set up the three buildings  
4 that are on the site today. Nearly 30 years later  
5 those buildings are there, the street is there, the  
6 areas that were set aside for the storm water  
7 detention facilities are there and those are the  
8 elements that we are seeking to divide at this  
9 stage. We are trying to get division so that we  
10 can put the common elements of the project into the  
11 association that was formed years ago and then be  
12 in a position where we would have separate pin  
13 numbers for each of the three buildings and they  
14 could ultimately be sold off by the property owners  
15 as was intended at the inception of this project.

16 In 1997 there was another  
17 amendment adopted, Ordinance 97-026. This is slide  
18 13. This one amended special use for planned unit  
19 development and for the final and modified plat.  
20 This approval was for a parking deck that was  
21 constructed next to one of the buildings that's  
22 there today with several deviations from the zoning  
23 code. Those deviations addressed required births,  
24 interior landscaping, minimum standards for parking

1 spaces, aisles and bays, driveway locations, access  
2 drives from arterial streets and then again this  
3 ordinance specified that the original provisions  
4 from the 1988 ordinance would still ride along with  
5 the land that included the covenants and  
6 conditions.

7           So as these modifications and  
8 buildings went up certain amendments or deviations  
9 from the code were imposed as part of the planned  
10 unit developments. If the setbacks weren't quite  
11 right, they would be modified. If the parking  
12 stalls were a different size or the drive aisles  
13 were different individual modifications were built  
14 into the approvals of everything that is there  
15 today.

16           In 2003 there was another  
17 amendment. This was for Ordinance 03-0-17, Slide  
18 No. 14. This approval was for the installation of  
19 a large exterior generator next to one of the  
20 buildings. Section 4 of the ordinance again  
21 specified that the terms and conditions from the  
22 prior approval ordinances remain in full force and  
23 effect. In 2012 there was an amended special use  
24 again which approved a major change to the PUD.

1                   This is Ordinance No. 12-025,  
2 slide 15. Approval in this case was for new  
3 permitted land use to add a vocational school to  
4 the actual use in one of the buildings. The  
5 approval included deviations from the minimal  
6 loading dock requirements and was again Section 5  
7 of this ordinance specified that the terms and  
8 conditions from the prior approval ordinances would  
9 remain in full force and effect.

10                   In 2013 there was another  
11 amendment for the PUD. This is ordinance No.  
12 13-0-15, slide 16. This approval was to allow  
13 similar uses as the trade school so long as there  
14 is sufficient parking and there was specifications  
15 for the parking requirements that continue with the  
16 building. Again, this one specified that the  
17 original approvals would ride with the land.

18                   And then lastly in 2013 there was  
19 an amendment to the special use by approving a  
20 minor change to the PUD by amending two prior  
21 ordinances. This is ordinance 13-0-25, slide No.  
22 17. It was approved to amend the landscaping plan  
23 and remove an earlier condition of the trade school  
24 regarding timing of the landscape completion and

1 once again the terms of the original ordinances  
2 remain in full force and effect.

3 Mr. Stoetzel, he represents the  
4 developer and applicant in this particular case.  
5 We are proposing a final plat of subdivision. This  
6 is slide 18. You can see that we are dividing the  
7 property.

8 Could we go to the earlier  
9 exhibit? You can see there are three principal  
10 buildings on the parcel of property. The three  
11 principal buildings are also serviced by a parking  
12 deck that's at the far north end of the project  
13 there. There is a private street known as Griffin  
14 Drive that separates the parcel into different  
15 chunks and then there is a storm water detention  
16 facility to the southwest of Griffin Drive and  
17 there is a storm water detention facility to the  
18 northeast of this drive.

19 Next slide, now what I have  
20 outlined here in yellow on this exhibit those are  
21 the lot lines for the areas that are referred to as  
22 parcels. I think it's A, B and C in the  
23 subdivision plat. Those are the streets and the  
24 storm water detention facility. Just by separating

1 those parcels of property we divide the parcel into  
2 lot one and then the three different parcels for  
3 the common elements.

4           But in order to create lot two and  
5 lot three we have to draw that red line. That red  
6 line that you see in the exhibit is really the one  
7 request that we couldn't do through the process of  
8 an assessment plat in the straight platting on this  
9 so what we're seeking to do is subdivide and create  
10 the three parcels that you see in yellow. We need  
11 to add that one line separating lot two from lot  
12 three in this particular application and we came  
13 and approached the village about doing an  
14 assessment plat. They said in Willowbrook you  
15 can't do an assessment plat, you need to do it by  
16 subdivision. We are here to do it by subdivision.  
17 We're asking for permission to create that  
18 particular subdivision that's right there.

19           Now, because this is a special  
20 use, all planned unit developments in the village  
21 are special use, we have to meet the standards for  
22 a special use. We have already met those on each  
23 of those ordinance occasions previously.

24           I have submitted in writing a

1 rather lengthy dissertation how we think  
2 legalistically we meet those. I would simply ask  
3 to adopt our written submittal on that rather than  
4 review it in detail. The same with respect to the  
5 amendment of the planned unit development there are  
6 standards for that. We wrote that out in detail as  
7 well.

8 I think your staff report  
9 addresses much of the advocacy that we have  
10 submitted and I will rely on Natalie to address how  
11 we met those standards. We'll answer any questions  
12 you have at this time.

13 CHAIRMAN KOPP: So the parking deck is  
14 on lot one?

15 MR. DAY: Correct.

16 CHAIRMAN KOPP: Does each lot have  
17 enough parking on its own lot.

18 MR. DAY: Yes.

19 CHAIRMAN KOPP: Is the declarations and  
20 cross parking easements singly or is it --

21 MR. DAY: No. The declarations  
22 essentially have shared access to the roadway and  
23 shared use of the storm water detention facilities.  
24 There is a private easement that has been recorded

1 that actually expands areas where by design the  
2 water drains from the detention and storage  
3 facility in the southwest over pavement area into  
4 the detention area to the far east, northeast, at  
5 that location. So we have easements that are  
6 recorded there actually reflected on this  
7 subdivision plat. Each of the parcels will have  
8 their own individual parking.

9 CHAIRMAN KOPP: Any questions of the  
10 applicant? All right. Natalie, you want to give a  
11 staff report?

12 MS. ZINE: Sure. Thank you. Okay. So the  
13 petitioner Mr. John Stoetzel is requesting an  
14 amendment to the Willowbrook Centre planned unit  
15 development including certain relief exceptions and  
16 waivers from Title 9 and Title 10 of the village  
17 code to allow the petitioner to subdivide the  
18 single lot subject property into three lots and  
19 three out parcels which will allow for the sale of  
20 individual lots or buildings while maintaining  
21 compliance with the village zoning code. That is  
22 the goal here. We are adding the lot lines so that  
23 the individual parcels can be sold.

24 The property consists of a total

1 of 12.33 acres and is located at the northwest  
2 corner of north frontage road and Madison Street.  
3 The common addresses of the buildings are 500  
4 Joliet Road, 600 Joliet Road and 7700 Griffin Way.  
5 The property is zoned M-1 light manufacturing and  
6 is adjacent to properties also in the M-1 light  
7 manufacturing district to the north and west, O-R  
8 office research to the north also as well as B-2  
9 community shopping and B-3 general business to the  
10 south.

11 As previously stated the  
12 Willowbrook Centre PUD is now almost 30 years old.  
13 While the PUD ordinance has been amended throughout  
14 the years the size and location of the structures  
15 has not changed. The applicant is not requesting  
16 any changes to the existing buildings, parking,  
17 storm water management, landscaping, private  
18 right-of-way, setbacks or land use. The approved  
19 PUD plan itself is not permitted for modification.

20 The applicant would like to deed  
21 the common elements of the PUD to the existing  
22 association and to deed separate parcels to  
23 separate owners. The village code requires that  
24 the existing PUD plat be modified to reflect the

1 division of the common elements and three buildings  
2 into legal lots of record.

3           The division itself is being  
4 accomplished by processing a plat of subdivision  
5 consistent with the subdivision regulations of the  
6 Village of Willowbrook. The resubdivision of the  
7 original PUD plat is considered by the village to  
8 be a major change which is what brings into play  
9 the PUD amendment.

10           The applicant will also require  
11 various reliefs from the zoning and subdivision  
12 ordinances as well as a waiver for the requirement  
13 for a PUD to be under unified ownership or unified  
14 control that is obviously to allow for the multiple  
15 ownerships of the different parcels.

16           So in short in order to maintain  
17 compliance with the village zoning code this PUD  
18 amendment and plat of subdivision requires certain  
19 relief exceptions and waivers. Those waivers and  
20 exceptions have been outlined in the staff report  
21 for your review. They're primarily to do with bulk  
22 regulation reductions essentially just to make each  
23 lot legally conforming with the code.

24           Again, petitioner does not request

1 to make any changes to the existing buildings,  
2 parking, storm water, et cetera, but rather it is  
3 required that these variances be approved,  
4 facilitate the legal resubdivision of the property  
5 so that Mr. Stoetzel can deed the parcels to  
6 separate owners.

7                   Staff has no recommended  
8 conditions for this petition and staff is generally  
9 supportive of the proposed petition and recommends  
10 approval of the amendment to the Willowbrook Centre  
11 planned unit development to allow for the  
12 subdivision of the single lot subject property  
13 containing three buildings and a parking deck into  
14 three lots one for each building, an out parcel for  
15 the private road and detention basin. This PUD  
16 amendment and plat of subdivision will allow for  
17 the sale of individual buildings while maintaining  
18 compliance with the village zoning code.

19                   CHAIRMAN KOPP: Okay. Does anyone in  
20 the audience here tonight want to speak to this  
21 matter either for or against? I didn't think it  
22 was very controversial. All right. Any  
23 commissioners have any questions of the applicant  
24 for that one? All right. I will close the public

1 hearing for Zoning Hearing Case 18-01.

2 All right. This seems like a slam  
3 dunk. This is something that was supposed to have  
4 been done 30 years ago and wasn't done. Will  
5 someone make a motion based on the submitted  
6 petition and testimony provided I move that the  
7 plan commission approve and adopt the standards for  
8 a planned unit development as well as the findings  
9 of fact outlined in the staff report prepared for  
10 PC 18-01 for the April 4, 2018 plan commission  
11 meeting, that the plan commission recommend to the  
12 village board approval of an amendment for the PUD  
13 to allow for the subdivision of subject property  
14 with multiple lots.

15 COMMISSIONER KAUCKY: So moved.

16 COMMISSIONER REMKUS: Second.

17 CHAIRMAN KOPP: I ask the plan  
18 commission secretary to call the vote.

19 MR. GIUNTOLI: Commissioner Remkus.

20 COMMISSIONER REMKUS: Yes.

21 MR. GIUNTOLI: Commissioner Soukup.

22 COMMISSIONER SOUKUP: Yes.

23 MR. GIUNTOLI: Commissioner Ruffolo.

24 COMMISSIONER RUFFOLO: Yes.

1 MR. GIUNTOLI: Commissioner Kaucky.

2 COMMISSIONER KAUCKY: Yes.

3 MR. GIUNTOLI: Commissioner Walec.

4 COMMISSIONER WALEC: Yes.

5 MR. GIUNTOLI: Vice Chairman is absent.

6 Chairman Kopp.

7 CHAIRMAN KOPP: Yes.

8 (Hearing adjourned at 8:18 p.m.)

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1 STATE OF ILLINOIS )  
 ) SS.  
2 COUNTY OF K A N E )  
3

4 I, KIMBERLEE A. ELLIOTT, being first duly  
5 sworn on oath says that she is a court reporter doing  
6 business in the County of Kane and State of Illinois;  
7 that she reported in shorthand the testimony given at  
8 said hearing aforesaid; that the foregoing is a true  
9 and correct transcript of her shorthand notes so taken  
10 as aforesaid, and contains all the testimony so given  
11 at said hearing.

12  
13 *Kimberlee A. Elliott*



14 Notary Public, Kane County, IL  
15 CSR # 084-003093  
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24

4/4/2018

**VILLAGE OF WILLOWBROOK PUBLIC HEARING/ZONING  
HEARING CASE NUMBER**

**18-02**

KIMBERLEE A. ELLIOTT, C.S.R.

VILLAGE OF WILLOWBROOK  
PUBLIC HEARING  
ZONING HEARING CASE NUMBER 18-02

REPORT OF PROCEEDINGS had at the  
Public Hearing of the above-entitled case before  
The Planning Commission at the Village Hall of  
Willowbrook, 7760 Quincy Street, Willowbrook,  
Illinois on the 4th day of April, 2018, at the  
hour of 8:18 p.m.

PRESENT:

Daniel Kopp, Chairman

James Soukup

Leonard Kaucky

William Remkus

Gregory Ruffolo

Maciej Walec

Roy Giuntoli, Building Inspector

Natalie Zine, Planning Consultant

1                   CHAIRMAN KOPP: Next item for plan  
2 commission consideration Zoning Hearing Case 18-02.  
3 The property is at 201 63rd Street, Willowbrook,  
4 Illinois. This is a petition for an amendment to a  
5 planned unit development to allow for a special use  
6 for an indoor amusement establishment more  
7 specifically a skating rink. The applicant for  
8 this petition is JKC Ice, LLC, from Hinsdale,  
9 Illinois. Notice of this public hearing was  
10 published in The Doings newspaper on March 15,  
11 2018.

12                               Is there a representative of the  
13 applicant present?

14                   MR. THOMAS ECONOMOU: Yes. Thomas  
15 Economou.

16                   MR. STEVEN ECONOMOU: Steven James  
17 Economou.

18                               THOMAS ECONOMOU,  
19 having been first duly sworn, by the Notary,  
20 testified as follows:

21                               STEVEN ECONOMOU,  
22 having been first duly sworn, by the Notary,  
23 testified as follows:

24                   MR. THOMAS ECONOMOU: Okay. So we are

1 here today before you because we are in the process  
2 of trying to convert the existing Whole Foods store  
3 on 63rd Street into an indoor ice skating facility  
4 for youth ice skating, adult men's leagues and  
5 basically indoor ice training facility and based  
6 upon the current zoning and meeting with Natalie  
7 and the zoning people we were told that we need to  
8 go in for a special use amendment for the current  
9 zoning on the property to convert to an indoor  
10 amusement establishment specifically for an ice  
11 skating facility. So basically we would be  
12 retrofitting the existing Whole Foods store. It's  
13 basically an interior renovation to put in one NHL  
14 size rink which is 200 by 85, a studio ice rink  
15 that's about 50 by 100 and the interior amenities  
16 would be some locker rooms, stadium seating for 150  
17 people, use existing parking which is ample for a  
18 facility like this and am I missing anything?

19 MR. STEVEN ECONOMOU: And basically  
20 offices and restroom facilities.

21 MR. THOMAS ECONOMOU: Public restroom  
22 facilities.

23 MR. STEVEN ECONOMOU: Yes.

24 MR. THOMAS ECONOMOU: And it would be

1 ADA compliant, the building has sprinkler and there  
2 is life safety already in place.

3 MR. STEVEN ECONOMOU: The work is on  
4 the interior of the building aside from maybe  
5 fixing up the parking lot and recoating the parking  
6 lot all of the work is on the inside of the  
7 building.

8 MR. THOMAS ECONOMOU: So basically  
9 using the in and out drives of the Whole Foods  
10 facility, probably have to do a little bit of  
11 landscaping, might have to do some touch-up  
12 painting. We'll eventually come back with some new  
13 signage for the facility. We haven't determined  
14 what the signage is yet, basically using the  
15 existing envelope for Whole Foods and converting it  
16 to an ice rink.

17 CHAIRMAN KOPP: Okay. It has 231  
18 parking spaces currently?

19 MR. THOMAS ECONOMOU: Currently, yes,  
20 it does.

21 CHAIRMAN KOPP: Is that just for the  
22 Whole Foods or does that include the fitness  
23 facility?

24 MR. THOMAS ECONOMOU: That's just the

1 Whole Foods only.

2 CHAIRMAN KOPP: Okay. Because it was  
3 often packed.

4 MR. THOMAS ECONOMOU: I think the Whole  
5 Foods had like a 700 person capacity so I know  
6 something like that is very usurious. We have done  
7 a similar facility that we just built which has the  
8 exact same kind of footprint 38,000 square foot  
9 main rink and studio rink up in Northbrook, the  
10 North Shore Ice Rink, and we have parking for 150  
11 so I think our parking is more than adequate to  
12 service the facility.

13 CHAIRMAN KOPP: Okay. Any questions at  
14 this point? Natalie, want to give your report?

15 MS. ZINE: Sure. Thank you. The  
16 petitioner, JKC Ice, LLC, is requesting approval of  
17 an amendment to the Whole Foods Market planned unit  
18 development to allow for a special use for an  
19 indoor amusement establishment, specifically, an  
20 ice skating rink.

21 The subject property is located at  
22 201 63rd and consists of a total of 3.42 acres. It  
23 is situated south of Stanhope Square east of  
24 Americana Drive and the Midtown Athletic Center and

1 west of the Hinsdale Lake Commons shopping center  
2 north of the Lake Hinsdale Tower condos.

3 The property is zoned B-2  
4 community shopping and is adjacent to property also  
5 located in the B-2 community shopping to the east  
6 and west and R-5 multi-family districts to the  
7 north and south.

8 The subject property is located  
9 within the original Whole Foods Market planned unit  
10 development. The applicant is proposing interior  
11 modifications for the conversion of the existing  
12 36,160 square foot vacant Whole Foods building to  
13 an ice skating facility. This would require  
14 approval of an amendment to the Whole Foods Market  
15 planned unit development to allow for the special  
16 use for the indoor amusement establishment. The  
17 new JKC rink will provide a space for youth hockey  
18 and figure skating clubs in and around the  
19 Willowbrook area, public skating and learn to skate  
20 programs geared specifically for the residents of  
21 Willowbrook. There will be an adult hockey league  
22 component as well as programming geared towards the  
23 Village of Willowbrook District 60 and 88 schools.  
24 Anticipated community, recreation and ice program

1 offerings and schedules are illustrated on  
2 attachment two facility operations plan of the  
3 staff report. The applicant has stated that they  
4 anticipate three to four tournament events  
5 throughout the year. Anticipated hours of  
6 operation are Monday through Friday 6 a.m. to  
7 11:30 p.m. and Saturday and Sunday 6 a.m. to  
8 10:40 p.m.

9 A little history of the Whole  
10 Foods building, finding a replacement tenant to  
11 fill the former Whole Foods building has been a  
12 challenge. As we know the building is still under  
13 lease by Whole Foods which has recently been  
14 purchased by Amazon. The building and site are  
15 owned by Midtown Athletic Club. Although the  
16 building is fully set up to be a grocery use the  
17 Whole Foods does not want to allow any competitors  
18 to locate there and an alternate nongrocery use  
19 would need to perform substantial renovation to the  
20 building to remove all refrigeration equipment and  
21 lines, that is to say the new Whole Foods in the  
22 Hinsdale Lake Commons.

23 There is limited tenant  
24 improvement money available to offset this work

1 since the owner continues to receive full rent from  
2 the Whole Foods for years to come. As a result our  
3 efforts to find a replacement tenant to  
4 successfully negotiate a new lease for the owners  
5 have not been fruitful. So although the B-2  
6 community shopping district is typically geared  
7 more towards retail uses and this use would  
8 generate minimum sales tax revenue for the village  
9 the six percent amusement tax on gross sales will  
10 help offset that loss.

11 Staff believes this use is highly  
12 appropriate for the area and will benefit the  
13 surrounding businesses in the area. The building  
14 will contain one ice hockey rink along with  
15 associated support uses and areas, excuse me, one  
16 full size ice hockey rink and a studio size rink as  
17 well with associated support uses and areas  
18 including skate rental, locker rooms, training  
19 areas, spectator bleachers and equipment rooms, et  
20 cetera. Tournament play may occur but there is an  
21 abundance of available parking and convenient  
22 direct access on to 63rd Street.

23 The proposed ice center will  
24 occupy key vacancy along 63rd Street and is

1 appropriately scaled to fit comfortably into the  
2 community and surroundings.

3           After obtaining zoning approval  
4 interior demolition in the construction of the new  
5 facility would occur. This will take about four  
6 months time. There will be no site changes. All  
7 renovations will be interior. The target opening  
8 date would be August 1st.

9           The village comprehensive plan  
10 shows the subject property designated as limited  
11 office research, however, this designation has been  
12 superceded by the grocery store use with community  
13 shopping zoning since Whole Foods was originally  
14 opened in 2002.

15           The ice rink appears to be a  
16 compatible use in the area based on current zoning  
17 and surrounding uses. The petitioner has submitted  
18 an updated ALTA land survey and a proposed site  
19 plan along with the existing site plan, landscape  
20 plan, exterior elevations, floor plan and roof plan  
21 that were approved for the original Whole Foods  
22 grocery store. All renovations for the JKC Ice  
23 Rink project will be interior again. The original  
24 plans for the Whole Foods have been submitted as

1 reference.

2           The petitioner has agreed to  
3 maintain the status of all of the exterior  
4 components of the building, parking lot, et cetera.  
5 I wanted to note that the concession area and  
6 enclosed lobby will be a controlled area for  
7 parents dropping off their kids for practice and  
8 games. There will be minor seating for kids and a  
9 few high-top tables. The concession stand will not  
10 have a kitchen or food prep on site. It will serve  
11 prepackaged items and hand bottled nonalcoholic  
12 beverages and possibly coffee. That needed to be  
13 clarified to make sure that there wasn't a special  
14 use for a restaurant needed and they are not  
15 requesting a liquor license at this time.

16           Staff does not predict the  
17 proposed development will have any adverse impact  
18 on the current driveway along 63rd Street. There  
19 are two full access entrances from 63rd into the  
20 site, one on to Americana Drive and the other  
21 further east across from Canterbury Lane. It is  
22 anticipated that most traffic into the site will  
23 enter from these full access points. The site also  
24 has cross access from the Midtown Athletic Center

1 property and emergency fire access coming from Lake  
2 Hinsdale Tower in the south.

3                   Skating rinks and other indoor  
4 recreational facilities require one parking space  
5 per three persons based upon the maximum number of  
6 persons that can be accommodated at the same time  
7 in accordance with design capacity plus one parking  
8 space for each two employees. I have done the  
9 calculations and the 231 parking spaces currently  
10 provided is more than enough. The typical roster  
11 size of a hockey team is 20 players plus two  
12 coaches. It's unlikely that more than four teams  
13 will be at the site at one time. The facility can  
14 accommodate 150 spectators and the estimated size  
15 of staff in the building is around six to ten  
16 people. The subject property is currently equipped  
17 with 231 spaces, regular spaces, and six additional  
18 ADA spaces. So per the calculations based on the  
19 code the requirement would be 84 spaces believe it  
20 or not so 231 is well beyond the requirement for  
21 the zoning code.

22                   The village did not require a new  
23 landscape plan, however, the petitioner has  
24 submitted the original Whole Foods plan for

1 reference. The owner will be working to bring the  
2 exterior parking lot and landscaping back to the  
3 original condition per those submitted plans, the  
4 original Whole Foods plans.

5 Signage details have not been  
6 provided by the applicant yet. Signage shall  
7 comply with the village code and with Resolution  
8 No. 01-R-45 approving the final plat of planned  
9 unit development for the Whole Foods and that will  
10 be reviewed internally by Roy and myself.

11 Minimal changes to the facade have  
12 been proposed including minor repairs to the  
13 existing stucco, touch up painting to the bollards,  
14 garage door and repairs to the existing exterior  
15 lighting. Other than that no exterior changes to  
16 the building are being proposed.

17 So as conditions for approval  
18 staff recommends the following: One, a separate  
19 sign permit shall be obtained for any future  
20 proposed building and ground signage pursuant to  
21 the village code and Resolution No. 01-R-45  
22 approving final plat of planned unit  
23 development-Whole Foods Market; Two, accessible  
24 handicap parking spaces shall comply with the

1 current applicable codes; Three, the owner shall  
2 gain approval from Tri-State Fire Protection  
3 District that the building's sprinkler system is  
4 adequate for the proposed use; Four, prior to the  
5 issuance of any final certificate of occupancy the  
6 owner shall complete the following improvements to  
7 the subject property:

8 A, sealcoat and restripe all  
9 asphalt parking;

10 B, repair/replace all required  
11 above grade signage;

12 C, make necessary maintenance  
13 repairs to the existing trash  
14 enclosure;

15 D, return the premises landscaping  
16 to comply with the originally  
17 approved landscape plan to include:

18 Replacement of any and all  
19 dead, dying or missing  
20 landscaping plantings (any  
21 species substitutions must be  
22 approved in writing by the  
23 village director of municipal  
24 services or his designee);

1 Proper trimming/pruning of  
2 existing landscaping deemed to  
3 be in good condition;  
4 And installation of ground  
5 mulch in all landscape beds  
6 and landscape islands.

7 And finally, five, the special use permit for the  
8 proposed development shall be null and void if  
9 construction for the proposed use is not commenced  
10 within 18 months of the date of any approval of the  
11 special use by the village board.

12 In conclusion, staff is supportive  
13 of the proposed petition and recommends approval of  
14 the amendment to the Whole Foods Market planned  
15 unit development to allow for the special use for  
16 indoor amusement establishment specifically the JKC  
17 Ice Rink subject to the recommended conditions.

18 CHAIRMAN KOPP: Do you have any  
19 objections to those recommended conditions per  
20 approval?

21 MR. THOMAS ECONOMOU: No, no  
22 objections.

23 CHAIRMAN KOPP: What is your legal  
24 status, are you going to be subleasing from Whole

1 Foods or are you going to be leasing from Midtown  
2 and they are going to terminate Whole Foods?

3 MR. THOMAS ECONOMOU: We'll be leasing  
4 from Midtown. Whole Foods will terminate then.

5 CHAIRMAN KOPP: Do you sell liquor at  
6 the Northbrook facility that you mentioned?

7 MR. STEVEN ECONOMOU: No.

8 MR. THOMAS ECONOMOU: Well, the  
9 Northbrook facility not until recently started  
10 selling beer. They basically just pulled that.  
11 It's a youth hockey facility. Northbrook stops,  
12 they sold it for about three months. They're  
13 actually not going to renew the lease. They will  
14 not be selling liquor.

15 CHAIRMAN KOPP: They're not going to  
16 renew the lease or they're not going to renew the  
17 liquor?

18 MR. THOMAS ECONOMOU: Not going to  
19 renew the liquor license.

20 CHAIRMAN KOPP: All right. Unless the  
21 commissioners have questions, like we did before  
22 for any of you who weren't here before, anyone can  
23 ask or give testimony for or against the project or  
24 they can ask the applicants questions. Anyone that

1 speaks will be need to be sworn in. If you raise  
2 your hand I will give everybody an opportunity to  
3 speak, anyone and everybody who wants to speak I  
4 mean.

5 MS. STANKE: I will. Okay. Donna Stanke.

6 DONNA STANKE,  
7 having been first duly sworn, by the Notary,  
8 testified as follows:

9 MS. STANKE: I live at Lake Hinsdale Tower  
10 and to be honest with just what you've said right  
11 now I personally object to it only because you're  
12 there, we're going to have kids, we're going to  
13 have everybody until 11:30 every night.

14 Even though they say that the  
15 parking is adequate, you know, that back parking  
16 driveway goes right back to our condominium complex  
17 into our garage. Do you know how many people are  
18 going to be going in there doing the turn-around  
19 because they've gone the wrong way? I'm just  
20 afraid of the kids, too, they're going to be in  
21 between their hockey games, they're going to keep  
22 going over our front driveway to walk over to Whole  
23 Foods to get food or to get whatever they want. We  
24 found that a lot when we got Whole Foods. When

1 people went out to eat they couldn't smoke on their  
2 property so they come, we originally had problems  
3 with them smoking on ours because Whole Foods told  
4 them they couldn't smoke on theirs and then we went  
5 and talked to Whole Foods and they told them they  
6 had to go elsewhere. So they kept crossing and  
7 you'll see if you come into the front drive you'll  
8 see that there is actually a worn area because of  
9 people crossing from the Whole Foods property over  
10 to the old Whole Foods over to the new one where  
11 Phillies was at and then around the corner.

12 To me it's just not a good fit,  
13 not a good fit at all. I mean it's going to  
14 disturb our peace and quiet and what about your ice  
15 making machines, your Zambonis, everything, where?  
16 Are you -- how much noise is this going to create.

17 MR. THOMAS ECONOMOU: Typically, this  
18 is a youth training facility, so kids are dropped  
19 off for practice.

20 AUDIENCE MEMBER: You talked about an  
21 adult hockey league.

22 MR. THOMAS ECONOMOU: I'll get to that.  
23 So the kids, you know, figure skating is in the  
24 morning typically if they are dropped off they

1 figure skate, parents pick them up. They are not  
2 going over to Whole Foods. These are young kids.  
3 Same with the youth hockey, they come in for a  
4 training facility or they come in for a game they  
5 get dropped off for the game, the game is over they  
6 get in the car, they go away. Men's hockey is  
7 typically the ones that's like from 9:00 until  
8 probably closing and those, I still play men's  
9 hockey, you come in there to play men's hockey  
10 games, from there we go over to a bar and have a  
11 beer then we go home. People aren't hanging out in  
12 the parking lot. It's a very controlled  
13 environment.

14                   It's not -- people aren't -- We're  
15 not talking like Whole Foods had 750 people coming  
16 in and out of the place. Ours is a very limited  
17 group of people coming in for a practice training  
18 facility, moms and dads drop them off or they  
19 carpool. After that facility is over they get in  
20 the car and they go move on. They are not hanging  
21 out at the facility all day. So it's not like your  
22 outdoor playing like soccer or baseball and it's  
23 destination location. You go there to play hockey,  
24 when you're done you get out of there.

1 MS. STANKE: Are you having bus loads  
2 of kids coming in or buses bringing them in?

3 MR. THOMAS ECONOMOU: No. This is all  
4 travel programs that our kids are playing over at  
5 Darien right now. Darien does not have enough ice  
6 to fill spots. So we're basically augmenting a  
7 lack of ice in the area. This is basically for  
8 like travel hockey players.

9 MS. STANKE: What about the noise?

10 MR. THOMAS ECONOMOU: The noise takes  
11 place on the inside of the rink. I mean the  
12 Zamboni is in a separate room that services both  
13 ice sheets.

14 MR. STEVEN ECONOMOU: That's inside.

15 MR. THOMAS ECONOMOU: Inside the  
16 building. The snow dump is going to occur outside  
17 the building, occurs within the loading dock, so  
18 everything is internalized. You're not going to  
19 see a Zamboni dumping snow out in the parking lot  
20 like they do at Robert Crown in Evanston. This is  
21 all internally which is why the Whole Foods site  
22 makes sense because there is a huge loading dock  
23 we're not going to be dropping off big equipment  
24 loads. It's perfect to dump the ice and the snow

1 and no one is going to see it.

2 MS. STANKE: And what about your  
3 generators to keep your ice cold? I'm just worried  
4 about all of the sound because you know what, the  
5 front of your building is not where it's going to  
6 be. It's going to be in the back of the building,  
7 and your back of your building is where we are.  
8 We're at the back of it. Our swimming pool is  
9 right there in the summertime so it's a big concern  
10 for us.

11 MR. STEVEN ECONOMOU: Refrigeration  
12 plant for the ice is inside the building. The  
13 condensing unit will be on the roof. Right now  
14 there is an existing condenser on the roof that  
15 serviced Whole Foods so it will be in the same  
16 location as that piece of equipment. It make the  
17 same noise as that equipment but the largest noise  
18 generator is the refrigeration plant and that's in  
19 the building. That has to be in the building. We  
20 don't put that outside. Has to be enclosed.

21 MS. STANKE: That is my story.

22 CHAIRMAN KOPP: I'm looking at the site  
23 plan. So the employees would go from the rear of  
24 Whole Foods and then this is your --

1 MS. STANKE: What they would do right  
2 here is if you look there is like a whole piece of  
3 land that's all matted down because they come out  
4 here and they walk here, they cross over our drive  
5 to go over into here.

6 CHAIRMAN KOPP: So they don't walk --

7 MS. STANKE: Absolutely not.

8 CHAIRMAN KOPP: You guys own this?

9 MS. STANKE: Yeah.

10 CHAIRMAN KOPP: I didn't realize that.

11 MS. STANKE: Yeah, we own, yes. Our  
12 driveway comes, I don't know if we actually own the  
13 drive but --

14 AUDIENCE MEMBER: We do.

15 MS. STANKE: Oh, we do own the drive.

16 AUDIENCE MEMBER: We own the driveway.

17 COMMISSIONER REMKUS: Is there a way we  
18 can require screening or something?

19 CHAIRMAN KOPP: Or fence?

20 COMMISSIONER REMKUS: To stop any of  
21 that.

22 AUDIENCE MEMBER: Not going to take  
23 away the noise.

24 MS. STANKE: Yeah. Parents do not pick

1 their kids up like this. They just don't.

2 CHAIRMAN KOPP: Or they may say  
3 we'll --

4 MS. STANKE: And absolutely, and the,  
5 you know, the other thing is just is also this back  
6 drive. I mean I'm just concerned with them like I  
7 say they're only using so many parking spaces but  
8 is it really going to be that way?

9 COMMISSIONER REMKUS: We can require  
10 signage here.

11 AUDIENCE MEMBER: Please.

12 CHAIRMAN KOPP: Nobody would park like  
13 when Whole Foods was crowded though nobody --

14 MS. STANKE: Oh, yes.

15 AUDIENCE MEMBER: Oh, yeah.

16 AUDIENCE MEMBER: Yes, they did.

17 MS. STANKE: They park all the way down  
18 the driveway.

19 AUDIENCE MEMBER: Oh, yes.

20 MS. STANKE: It only happened on the  
21 big holidays when they were ... so we let it go.  
22 We didn't make a big stink over it but if it was  
23 consistently that way then we would have. But yes,  
24 they did. They parked all the way down that.

1                   COMMISSIONER REMKUS: I don't think  
2 that would happen with this because it is a  
3 different demand.

4                   MS. STANKE: Umm-umm.

5                   MR. THOMAS ECONOMOU: The demand drives  
6 are different.

7                   COMMISSIONER REMKUS: The load is not  
8 like the Whole Foods load would be.

9                   MS. STANKE: But I mean they're saying  
10 that they have 165 stadium seats. So that you got  
11 165 if there's a tournament, you got people that  
12 are there playing hockey, you got the parents of  
13 the hockey players so that's just my question.

14                   COMMISSIONER REMKUS: There is a lot of  
15 space --

16                   MS. STANKE: Not that many.

17                   MR. THOMAS ECONOMOU: There is seating  
18 for 150 and it will probably be used four times out  
19 of the year it might be crowded but this is really  
20 geared towards a youth training facility.

21                   AUDIENCE MEMBER: And men's hockey.

22                   MR. THOMAS ECONOMOU: Men's hockey  
23 leagues. You typically have a stadium -- You  
24 typically have a tournament for an ice hockey youth

1 they go to Romeoville where they have three sheets  
2 of ice. They go to Leafs where they have three  
3 sheets of ice. They go to Darien where they have  
4 three sheets of ice. I mean North Shore has a Nike  
5 Bauer Tournament that is just for the Wilmette  
6 youth hockey only because they can't hold a big  
7 tournament. They only have one sheet of ice. So  
8 it's a different kind of driver in terms of what  
9 this facility is designed for. It really is more  
10 of a training center than a tournament center.

11 MS. STANKE: How many people do you  
12 have on your ice say what's your average amount of  
13 people and what's going to be your average?

14 MR. THOMAS ECONOMOU: You have two  
15 hockey teams playing on one sheet of ice which is  
16 the NHL sheet which is the large sheet. Each team  
17 has 20 kids on it.

18 MS. STANKE: But if you're doing a  
19 training session you are only going to have that  
20 many kids for your training session?

21 MR. THOMAS ECONOMOU: Training might  
22 have, well, probably that's it, 40 kids. I mean  
23 you can divide the ice in half. You can only have  
24 so many kids on the ice at one time. In an ice

1 skating world there are only 220 hours of ice you  
2 can sell so there is no magic number to sell more  
3 ice. We can only sell so much ice.

4 MS. STANKE: Have you done any kind of  
5 traffic studies as far as what's going to be  
6 because if you think about it if you got lessons  
7 and you are changing kids every hour that means you  
8 have got so many people coming in and out of there.  
9 I mean I realize you all think that Whole Foods was  
10 just jamming all the time but it wasn't.

11 MR. THOMAS ECONOMOU: Whole Foods had a  
12 turnover of 700 cars.

13 MS. STANKE: I know it had a turnover  
14 but I mean we lived there so I mean I know.

15 MR. THOMAS ECONOMOU: No, no, I'm  
16 saying so if you look at the Whole Foods model you  
17 have a turnover of 700 cars per hour. If you look  
18 at an ice skating rink it has a turnover of maybe  
19 80 kids. We're talking (inaudible) through high  
20 school where our kids are carpooling because  
21 parents aren't going to be having ... 2017 they  
22 share rides. So you're talking about a turnover  
23 that's far less than a grocery store which is  
24 hourly turnover during lunch and this facility

1 basically doesn't really kick in gear until  
2 probably after school 3:30. So youth is 3:30 to  
3 probably 8 and that's 80 kids an hour. It's not  
4 700 people an hour.

5 MS. STANKE: But Whole Foods didn't  
6 have 700 people an hour.

7 MR. THOMAS ECONOMOU: But that's what  
8 the site was designed for that.

9 MS. STANKE: I'm concerned about this  
10 about the traffic going in and out of there and  
11 again it cuts off one of our drives because it's  
12 going to be so busy in there that it's going to, we  
13 are going to have problems with that back drive  
14 because that's everybody has been coming we already  
15 have the traffic from the athletic club and then  
16 just that's my thoughts.

17 AUDIENCE MEMBER: In the late hours..

18 CHAIRMAN KOPP: I don't see the parking  
19 as an issue because it's not like there is going to  
20 be a 150 spectators. Those 150 people are going to  
21 be parents because you have to be a real glutton to  
22 watch kids hockey if it wasn't your own kid.

23 MR. THOMAS ECONOMOU: And adult hockey  
24 typically has 13 to 16 guys on a team.

1                   CHAIRMAN KOPP:  It's my understanding  
2                   there will be like one girlfriend.

3                   MR. THOMAS ECONOMOU:  And there's maybe  
4                   three people.  Who wants to come out and watch a  
5                   bunch of fat guys play hockey like myself?  So the  
6                   only time you're ever going to have people in the  
7                   stands is rare occasions of a tournament and that's  
8                   it.

9                   CHAIRMAN KOPP:  Right.  So even if you  
10                  had four teams stacked up you still have enough  
11                  parking.

12                  MR. THOMAS ECONOMOU:  You have four  
13                  teams stacked up you're talking 80, probably 80.

14                  CHAIRMAN KOPP:  That would be 160 then,  
15                  I'm sorry, because in a tournament if someone is  
16                  going to play again two hours later they're not  
17                  going to leave.

18                  MR. THOMAS ECONOMOU:  So maybe you have  
19                  150 parking.

20                  CHAIRMAN KOPP:  Yes, sir.

21                  MR. GENNUSO:  My name is Peter Gennuso.

22                                   PETER GENNUSO,  
23                  having been first duly sworn, by the Notary,  
24                  testified as follows:

1                   MR. GENNUSO: I'd like to carry on that  
2 conversation and call everybody's attention to a  
3 close by sports arena. There's an ice arena on  
4 Plainfield and Clarendon Hills Road but the one I'm  
5 going to call your attention to is Westmont Yard  
6 which is a facility just west of Cass Avenue off of  
7 63rd Street and west of the Mariano's. They do  
8 soccer in there primarily, okay, and some youth  
9 baseball team workouts for high school during the  
10 winter and if you've ever gone there in an evening  
11 when they're trying to change over because they're  
12 in there for certain amounts of time and certain  
13 games are being played the traffic congestion is  
14 unbelievable. I'm surprised there hasn't been  
15 serious accidents out there, okay, for people  
16 trying to get in and get out at the same time  
17 because you got one crowd leaving, another crowd  
18 wants to get in, okay.

19                   Their parking lot, now I haven't  
20 counted the number of spaces that they have, but  
21 their parking lot is jammed, okay, when they have  
22 these events. Sometimes it's just practice events  
23 going on. Other times there is youth league games  
24 going on and I would also call attention to the

1 fact that I believe there is going to be a  
2 tremendous traffic jam. I think the parking lot is  
3 going to be jammed and the fact is is that in their  
4 plan if I read it correctly there is space that  
5 they're allowing for tour buses to park behind the  
6 building which is right between our property  
7 swimming pool, okay, and the rear of the building  
8 and it says in their plan if I read it correctly  
9 they are going to require the buses to let their  
10 passengers off in front of the building, pick them  
11 up in the front of the building but while they are  
12 waiting they are going to be in the back, parked in  
13 the back, and if I remember correctly there's  
14 enough room for four tour buses back there. The  
15 concern I have over that is the fact that those  
16 tour buses are typically going to run while they're  
17 waiting, okay, especially in the winter because  
18 they want them to be warm and you're going to have  
19 propane, propane fumes, and my unit happens to be  
20 looking right over that building facing northwest  
21 out of which the wind comes right into our face.

22 All right. The other area that I  
23 am very concerned about is the fact that the  
24 refrigeration units, the condensers, whatever

1 they're going to be on the roof but the ice is kept  
2 frozen using refrigerants, that's ammonia. I'm  
3 very concerned about the ammonia, where it's going  
4 to be stored and what happens when it leaks with  
5 whatever storage device they have leaks, tanks or  
6 whatever leaks, are we going to have to evacuate  
7 our building because of ammonia fumes and a lot  
8 people argue well, it's all within code, okay, it's  
9 not going to leak. All right. Well, tell that to  
10 the people who got blown up by the Speedway leak of  
11 gasoline into the sewer system.

12                   Okay. So I'm concerned about  
13 that. I'm concerned about our safety and security.  
14 I'm concerned about our ability to get into our  
15 driveway and the gentleman, Mr. Remkus, suggested  
16 that we put signage or a gate. We can't do that  
17 mainly because that's our service area, service  
18 driveway and deliveries, the postal service comes  
19 in, Fed Ex, UPS, moving vans, fire trucks have to  
20 have access. That is a designated a fire lane back  
21 there so and I have seen, witnessed many, many  
22 vehicles coming in by mistake. They make a  
23 mistake, they come in, they think they're going to  
24 go around and they discover they can't, okay, so

1 then they got to turn around.

2 I'm also concerned about the risks  
3 to safety to people who are visiting relative to  
4 our swimming pool. Our swimming pool is open until  
5 what 8:00 at night during the summer but I  
6 personally have seen people jump the fence. This  
7 is when Whole Foods was there, not there, didn't  
8 matter. They weren't necessarily people that came  
9 from Whole Foods. Okay. They jump the fence and  
10 are in our pool. All right. Sure, it's against  
11 the law, they are trespassing, however, as you guys  
12 know if anybody got hurt in there we are held  
13 liable for that and I think they call it what, I  
14 don't know, I'm not a lawyer but an attractive  
15 nuisance. Okay. Now we certainly hope none of  
16 that happens but I would say we should protect  
17 ourselves against that happening.

18 And Donna brought up a good topic  
19 about trespassing on our property, crossing over  
20 our property. I also believe since we know it to  
21 have happened that many of the people who were  
22 parking wanted to park in Whole Foods decided that  
23 they would be better parking in our parking lot and  
24 walking across the nice walkways that was put in

1 for our residents to get to Whole Foods by walking  
2 up the sidewalk. Many people parked in our parking  
3 lot to get to the Whole Foods. I'm very concerned.  
4 I'm concerned a lot about that safety and security  
5 but I'm also concerned about our property value in  
6 there. People are complaining about a pet  
7 cemetery, okay. What's going to happen to our  
8 property values when they see that there is this  
9 amusement facility there right in front of it?

10 CHAIRMAN KOPP: Let me ask you, I'm not  
11 meaning to cross examine you.

12 MR. GENNUSO: No, no. That's all  
13 right.

14 CHAIRMAN KOPP: When Whole Foods was  
15 there I assume they had all the big delivery trucks  
16 coming in the back.

17 AUDIENCE MEMBER: That was different.

18 MR. GENNUSO: Let me address that because I  
19 was living on the property when Alan (phonetic)  
20 Schwartz and Whole Foods presented you their plan  
21 here took Whole Foods in and construct the property  
22 there and they worked with our association very  
23 closely to make us kind of happy to have them. All  
24 right. And to that end they promised a nice

1 parking lot; landscape, which they did; they  
2 promised inside garbage disposal and incinerators  
3 which they did; their delivery trucks were --

4 AUDIENCE MEMBER: Were inside.

5 MR. GENNUSO: (Continuing) -- were  
6 inside. They backed up to the shipping dock. They  
7 had internal. They did that. And if you noticed  
8 on the new Whole Foods they have got the same  
9 thing. They put their receiving docks undercover.  
10 Okay.

11 COMMISSIONER REMKUS: That's a village  
12 requirement.

13 MS. STANKE: Oh, is it really? It's a  
14 great village requirement.

15 COMMISSIONER REMKUS: They didn't do it  
16 because they wanted to.

17 MS. STANKE: That's okay. It doesn't  
18 matter. It's good.

19 MR. GENNUSO: In the initial Whole  
20 Foods that's adjacent to our property they put it  
21 in. I don't know if it was village requirement  
22 then or not but it's there. So I'm just concerned  
23 with property values, safety and security.

24 AUDIENCE MEMBER: And those late hours.

1 AUDIENCE MEMBER: Late hours.

2 AUDIENCE MEMBER: That's a big thing.

3 MR. GENNUSO: Now, the delivery trucks  
4 for Whole Foods, by the way, they did not deliver  
5 after a certain hour.

6 AUDIENCE MEMBER: 10 p.m.

7 MR. GENNUSO: After 10:00 and they didn't  
8 deliver before was it 8 or 7:00 in the morning.

9 COMMISSIONER REMKUS: I believe that's  
10 another village requirement.

11 MR. GENNUSO: That's a good thing. Happy to  
12 hear that.

13 COMMISSIONER REMKUS: That's the things that  
14 we come up with.

15 MR. GENNUSO: That's a good one.

16 COMMISSIONER REMKUS: That's why we're  
17 interested to hear --

18 MS. STANKE: Absolutely.

19 COMMISSIONER REMKUS: (Continuing) -- what  
20 everybody has to say because we're walking a fine  
21 line to try not only to work with an applicant but  
22 also to work with the residents who are going to  
23 live by it. We have to -- Sometimes the residents  
24 aren't going to like what we say and sometimes the

1 applicants aren't going to like what we say but we  
2 try, you know, we really try to do our best.

3 MR. GENNUSO: I can say in the initial  
4 Whole Foods the discussion where Whole Foods, their  
5 architect, their operations people and Mr. Schwartz  
6 shows up at our facility in meetings to discuss  
7 with us several times to hear what we had to say  
8 and what we needed to have to maintain our safety,  
9 security and property values.

10 CHAIRMAN KOPP: Anyone else like to  
11 speak? In the back.

12 MS. STACHNIK: Patty Stachnik.

13 PATTY STACHNIK,  
14 having been first duly sworn, by the Notary, and  
15 testified as follows:

16 MS. STACHNIK: I face the back end just  
17 as Pete does. We got accustomed to hearing  
18 refrigeration from Whole Foods 24/7. That was one  
19 thing. You hear the trucks coming and going. One  
20 of the things that the village did very nicely for  
21 us you put in a lovely new park right opposite our  
22 front door for the little kids, beautiful park.  
23 Well, now, I'm thinking while mom and dad are here  
24 with their children practicing and I have got a

1 young one who doesn't want to sit and watch my  
2 brother or sister ice skate we are going over to  
3 the park.

4 We had enough trouble when our  
5 clubhouse is rented and there's children in  
6 attendance that this is here and they go running  
7 out the front door and nearly miss getting hit by a  
8 car. Now we're going to have other people going in  
9 to use the beautiful new park and all the lovely  
10 apparatus that you put out there and now we're  
11 going to have other children going to use it.

12 Well, it's a park, I understand  
13 that. But I'm looking at the safety of the  
14 residents. There is quite a few of us here that  
15 are concerned about this whole issue.

16 I understand Whole Foods, they  
17 moved on to better territory. I understand that.  
18 I'm certain Mr. Schwartz wants his money and he is  
19 getting it every single month so Whole Foods wants  
20 to get back money so that they can pay off  
21 everything. I'm just concerned about the safety,  
22 the time elements, the hours. I have friends whose  
23 grandchildren ice skate and hockey. They're out  
24 there at 7:00 in the morning. Well, when you work

1 and you like a Saturday and a Sunday to sleep in  
2 and you happen to face the back end of the building  
3 as Pete and I do I really don't want to have to  
4 listen to kids screaming, buses unloading kids, et  
5 cetera. That is my concern for the residents of  
6 our building.

7 I understand where these people  
8 want to make a ice rink. It's great. I love that  
9 there are sports. My granddaughters, one is in  
10 golf, the other one is in swimming. I'm all for  
11 kids having activities but unfortunately I don't  
12 want it right at my front door. I'm sorry, that's  
13 my view on it.

14 CHAIRMAN KOPP: Anyone else?

15 MR. ROUPAS: Hi, I'm John Roupas.

16 JOHN ROUPAS,  
17 having been first duly sworn, by the Notary,  
18 testified as follows:

19 MR. ROUPAS: I'm a resident of Lake  
20 Hinsdale Tower and I have general safety concerns.  
21 I also have some other concerns. In looking at the  
22 documents that were on the website, nowhere in the  
23 codicils is LHT mentioned as having access to the  
24 back road. It's on the plat of survey but it's not

1 in any of the legal documents so I have concern for  
2 that.

3 I also have concerns as most of  
4 the other residents do about accessing our property  
5 and there are many ways people can get to our  
6 property from the Whole Foods and I'm concerned  
7 about smaller children or even the increased  
8 traffic and the safety of people. You've addressed  
9 refrigeration units so I'm fine with that.

10 So I just kind of want to know  
11 what's going to be done. We have a ring road,  
12 again, we have emergency vehicles. Along the  
13 athletic club is a curb that faces that drive.  
14 When Whole Foods was busy people would park along  
15 that curb and they would sit there and congest that  
16 whole back drive. What will be done to prevent  
17 that.

18 CHAIRMAN KOPP: Okay. Anyone else?

19 So --

20 MS. BABB: Gayle Babb.

21 GAYLE BABB,

22 having been first duly sworn, by the Notary,

23 testified as follows:

24 MS. BABB: I also am concerned about

1 the security and the safety and the property values  
2 of our community. I have the same feeling about  
3 sports, I love children and I love that they're  
4 engaged but I think that we all have this concern  
5 for safety and, you know, the ingress and the  
6 egress and what kind of assurance would we have  
7 that you wouldn't at some point serve alcohol?  
8 Would that be on the agenda at some point?

9 CHAIRMAN KOPP: I can tell you --

10 MR. THOMAS ECONOMOU: We hadn't  
11 discussed it.

12 CHAIRMAN KOPP: That's really not in  
13 our purview. I don't think that's really a zoning  
14 matter. That's really a board of trustees matter.

15 MS. BABB: Just curious.

16 CHAIRMAN KOPP: They control the  
17 issuance of the liquor license.

18 MR. THOMAS ECONOMOU: The facility is  
19 geared for youth hockey. So when mom drops me off  
20 I open the SUV or the trunk of the car and getting  
21 a hockey bag out this big and I'm getting as close  
22 as I can to the front door. I'm not parking by a  
23 swimming pool and walking 300 yards to get into the  
24 ice facility. I mean these kids are carrying some

1 heavy equipment.

2 MS. BABB: I know. I know.

3 MR. THOMAS ECONOMOU: Obviously, you  
4 know, coaches who are there, the hockey director,  
5 the general manager our number one concern is  
6 security, too. We're not having strangers come in  
7 there off the street because we have little kids in  
8 there. We have a staff of eight to ten people who  
9 are watching to make sure there is no rambunctious  
10 behavior going on. Kids aren't going to be hanging  
11 out in the parking lot. They are going to be in  
12 this facility waiting for their parents. I mean we  
13 don't want kids getting hit by cars. We don't want  
14 kids getting accosted. This is a strange time we  
15 live in. We're sensitive to that and we're also  
16 sensitive to our neighbors, you know.

17 We feel the site will bring some,  
18 we feel the rink will bring some vitality back in  
19 the area. It's going to help your merchants. It's  
20 going to help the local economy and people are  
21 going to be parking in front of the building going  
22 inside.

23 The tour bus issue, I put tour bus  
24 on there in case there's a tournament and a team

1 comes down from Michigan or something. Typically,  
2 they carpool. Not too many people use the bus. In  
3 case they use the bus we want to keep it isolated  
4 in the back and the bus is not going to be running  
5 as the game is going on.

6 MR. STEVEN ECONOMOU: Or if it's a  
7 problem we'll have them park somewhere in the  
8 front. We can have a stipulation they can park in  
9 front of the building.

10 MS. BABB: Well, whatever the decision  
11 is, I certainly hope that you and the planning  
12 commission will certainly take into consideration  
13 our thoughts and our concerns and work with us and  
14 as a community so that it is safe and that it is a  
15 positive thing. I would encourage that.

16 MR. THOMAS ECONOMOU: Absolutely.

17 MR. ROUPAS: Can I ask another question  
18 real quick? It dovetails off of it. You're  
19 talking about mom and dad and dropping off and the  
20 carpool. What about these buses, how does that  
21 come into play?

22 MR. THOMAS ECONOMOU: The bus I  
23 probably shouldn't have put the bus in because  
24 Natalie and I had this conversation. You know, in

1 an off event there is a tournament and the team  
2 comes down from Canada or something they have a  
3 bus, you know, they have to park the bus within our  
4 parking designated area. So behind Whole Foods  
5 where the employee parking is, we have six  
6 employees, we felt it was the best place to get it  
7 off the main thoroughfare, off the main parking lot  
8 and be by the building.

9 MR. STEVEN ECONOMOU: We could  
10 designate an area in the front for that, too. We  
11 feel that there is no problem as far as the parking  
12 issue so we can take a couple long lanes and  
13 designate parking in the front for the buses.

14 MS. BABB: So if that did create a  
15 problem especially in the summer by the swimming  
16 pool --

17 MR. STEVEN ECONOMOU: Absolutely.

18 MS. BABB: (Continuing) -- you would be  
19 willing to accommodate that?

20 MR. THOMAS ECONOMOU: Absolutely.

21 MR. STEVEN ECONOMOU: We can move the  
22 buses to the front.

23 MS. BABB: That's on the record, right?

24 CHAIRMAN KOPP: Would you object to a

1 fence or some sort of barrier so that people  
2 wouldn't just go straight from your parking lot  
3 over to the condo property to the Whole Foods  
4 shopping center but instead would direct them to  
5 the sidewalks so they have to go that way.

6 MR. STEVEN ECONOMOU: If we could I  
7 mean with the traffic engineer, whoever, if we can  
8 move signage or some kind of a physical barrier  
9 that doesn't allow people to go strolling, people  
10 not to go further into the condominium area.

11 CHAIRMAN KOPP: Oh, no, no, sir. I'm  
12 talking about a different issue. I'm talking about  
13 pedestrians, people walking.

14 COMMISSIONER REMKUS: To the east.

15 CHAIRMAN KOPP: Walking a straight line  
16 and they're just going to walk straight east over  
17 the landscaped area that the condominium has as  
18 opposed to walking to 63rd Street to the sidewalk.

19 MR. STEVEN ECONOMOU: I see what you're  
20 saying.

21 CHAIRMAN KOPP: Right.

22 MR. THOMAS ECONOMOU: I mean we can put  
23 some type of fencing. I don't think we are opposed  
24 to that.

1 MR. ROUPAS: To dovetail off of what  
2 you're saying that fencing would literally have to  
3 start at our pool fence and go forward because  
4 directly behind there are those parking spaces  
5 behind your building and that again is an easy  
6 place for someone to cut right through our  
7 landscaping to head up the sidewalk which is put in  
8 by Whole Foods to get to your front entrance.

9 MR. STEVEN ECONOMOU: So it would start  
10 at your fence --

11 MR. ROUPAS: It would carry it around  
12 right past the monument sign up front which has our  
13 name so that there would be no ingress and egress  
14 between the two properties.

15 CHAIRMAN KOPP: So you are going to  
16 need I assume more refrigeration units or a bigger  
17 unit on the roof.

18 MR. STEVEN ECONOMOU: Actually the  
19 refrigeration that was there for Whole Foods it  
20 would probably be the same or a little bit less.  
21 It will be in the same location.

22 CHAIRMAN KOPP: It will be less?

23 MR. STEVEN ECONOMOU: Yes.

24 MR. THOMAS ECONOMOU: You use a

1 different refrigeration system for the ice.

2 MR. STEVEN ECONOMOU: I'm talking about  
3 they have two units. We have one on the roof. It  
4 will be in the same location but the refrigeration  
5 plant itself is within the building. Only the  
6 condensing unit is on the roof.

7 CHAIRMAN KOPP: Okay.

8 MR. GENNUSO: The condensing unit is  
9 the fan?

10 MR. STEVEN ECONOMOU: Yes, that would  
11 be on the roof.

12 MR. GENNUSO: Those are the ones that  
13 make the noise.

14 MR. THOMAS ECONOMOU: Those are the  
15 existing ones that we would not change. Those  
16 would stay. Those are for general heating and  
17 cooling.

18 MR. STEVEN ECONOMOU: He's not talking  
19 about the rooftop. He's talking about the  
20 condensing unit and the refrigeration plant. Right  
21 now there's two units up there on the roof for the  
22 refrigeration for Whole Foods. We would only have  
23 one. The second one that was up here I mean is  
24 dead, not going to use it.

1 MS. STANKE: That's what we heard for  
2 the whole time that Whole Foods was there. We  
3 heard that noise 24/7. Granted they've gone and  
4 it's nice and quiet. It doesn't guarantee any  
5 retail, whatever, would come in would not have  
6 something up there that would make noise but it's  
7 an ice rink, come on.

8 MR. STEVEN ECONOMOU: We know that. We  
9 know the condensing unit will make noise. Right  
10 now there's two units on the roof. We will only  
11 have one unit is what I'm saying. The second unit  
12 that's up there it would be taken down because that  
13 was originally from the refrigeration for the Whole  
14 Foods store. We'll only have one unit not two on  
15 the roof. The refrigeration plant that actually  
16 generates the cold that makes the ice is inside the  
17 building so it's in the building (inaudible).

18 MS. STANKE: So, in other words, then  
19 the 100 residents that face this northwest when we  
20 hear this noise can we come and complain to you and  
21 say gee, it's 2:00 in the morning and I'd like to  
22 sleep and I still have this noise going on.

23 MR. STEVEN ECONOMOU: Obviously, we  
24 have to follow whatever the codes are for the

1 village and whatever the codes are for sound  
2 installation and carrying we have to follow.

3 CHAIRMAN KOPP: I know everybody wants  
4 to get out of here but we need to take a five  
5 minute break for everyone, some people need to use  
6 the restroom.

7 (Whereupon a recess was taken  
8 after which the following was  
9 had:)

10 CHAIRMAN KOPP: All right. Order,  
11 please. All right. Anybody else who hasn't had an  
12 opportunity to speak? Yes, ma'am, in the back.

13 MS. FISHER: My name is Chris Fisher.

14 CHRIS FISHER,  
15 having been first duly sworn, by the Notary,  
16 testified as follows:

17 MS. FISHER: Obviously, you guys could  
18 see my hat, I have been through hockey my whole  
19 life and supported many kids all over the country  
20 in this sport. Besides you, I'm probably the one  
21 that likes the sport the most but it's an issue  
22 with the location. It's too close to residential.  
23 It's always been a problem with Whole Foods pulling  
24 in and out of 63rd Street. And where are you going

1 to dump the ice, inside the loading dock off the  
2 Zamboni? Okay. So no ice in the back?

3 MR. THOMAS ECONOMOU: No ice in the  
4 back.

5 MS. FISHER: Okay. That will be  
6 someone riding, the Zamboni won't be driving  
7 around.

8 MR. THOMAS ECONOMOU: There is no room  
9 for the Zamboni to go anywhere.

10 MS. FISHER: These people aren't that  
11 familiar with hockey. I know. I've been someone  
12 taking the kids since they were four years old to  
13 when they were playing semi pro so I know this  
14 whole spiel.

15 MR. THOMAS ECONOMOU: There's a loading  
16 dock that has actually the catch basin is already  
17 there so it's perfect dumping snow there.

18 MS. FISHER: What I'm saying is it's  
19 not as smooth as you guys are painting it. There's  
20 going to be issues with kids running around.

21 Let me ask how many ice rinks are  
22 in Chicago right now? Why do you -- Do you know  
23 how many we have here?

24 MR. THOMAS ECONOMOU: Not enough.

1 MS. FISHER: Do you know?

2 MR. THOMAS ECONOMOU: Probably 25  
3 maybe.

4 MS. FISHER: No, there is 61. They are  
5 putting up a new one in Naperville, too. You've  
6 got Rocket Ice, you got International, you got  
7 Seven Bridges, you have got Darien, you have got  
8 (inaudible).

9 AUDIENCE MEMBER: Downers Grove.

10 MS. FISHER: Downers Grove has one.  
11 You have a lot of rinks. Is there going to be a  
12 home team from this rink? Are you going to sponsor  
13 a home team?

14 MR. THOMAS ECONOMOU: That has to be  
15 determined.

16 MS. FISHER: Okay. So and this is  
17 going to be an olympic rink that you're going to  
18 have tournaments?

19 MR. THOMAS ECONOMOU: NHL.

20 MS. FISHER: NHL.

21 MR. THOMAS ECONOMOU: Smaller than an  
22 Olympic.

23 MS. FISHER: One sheet of ice and a  
24 training facility. With your taxes here do you

1 really believe they're going to get enough revenue  
2 to be good for the City of Willowbrook with one  
3 sheet? Darien isn't going to be paid off until  
4 '26.

5 CHAIRMAN KOPP: Well, we're not  
6 subsidizing.

7 MS. FISHER: No, you're not but you're  
8 going to get six percent entertainment or whatever  
9 on whatever they make. Do you really think that  
10 six percent sounds good? I don't know how you can  
11 support one sheet and a training facility.

12 MR. THOMAS ECONOMOU: There's two  
13 sheets of ice.

14 MS. FISHER: Well, your training.

15 MR. THOMAS ECONOMOU: We have --

16 MS. FISHER: Your training.

17 MR. THOMAS ECONOMOU: One NHL and one  
18 studio rink for nights.

19 MS. FISHER: And why wouldn't you use  
20 Darien or one of these other rinks? Why do you  
21 think you need one here and are there -- How many  
22 rinks in the Chicagoland area are this close to  
23 residential?

24 MR. THOMAS ECONOMOU: I can't answer

1 that question.

2 MS. FISHER: I can, like about none.  
3 This is too close.

4 MR. CARLAN: Darien is in between  
5 two --

6 CHAIRMAN KOPP: I'm sorry --

7 MR. CARLAN: Oh, sorry. Kenny Carlan.

8 KENNY CARLAN,  
9 having been first duly sworn, by the Notary,  
10 testified as follows:

11 MR. CARLAN: Darien sits between two  
12 apartment complexes. Downers Grove sits behind a  
13 subdivision and a strip mall and an apartment  
14 complex.

15 AUDIENCE MEMBER: Rocket --

16 MR. CARLAN: Rocket sits in the middle  
17 of a neighborhood.

18 AUDIENCE MEMBER: Darien you can get on  
19 the streets, we can't.

20 MR. CARLAN: I'm just saying --

21 (Multiple audience members  
22 speaking at the same time.)

23 MR. CARLAN: I'm just saying that those  
24 three rinks I mentioned are all in neighborhoods.

1 MS. FISHER: Is this height going to be  
2 high enough for the ceiling in there?

3 MR. THOMAS ECONOMOU: Yes.

4 AUDIENCE MEMBER: Doesn't look like it  
5 to me.

6 MR. CARLAN: I mean Rocket Ice is in  
7 the middle of a subdivision.

8 MR. THOMAS ECONOMOU: North Shore Ice  
9 Rink in Northbrook is in the middle of a  
10 subdivision. There's residential, elderly,  
11 multi-family.

12 MS. FISHER: That subdivision has how  
13 many? We have 260 families.

14 MR. THOMAS ECONOMOU: They probably  
15 have 500 plus.

16 MS. FISHER: We have 260 that could  
17 throw it and hit it --

18 MR. THOMAS ECONOMOU: Robert Crown,  
19 Evanston is in a residential neighborhood.

20 MS. FISHER: That's an old one that's  
21 been there for a long time.

22 MR. THOMAS ECONOMOU: Still in a  
23 residential neighborhood.

24 MS. FISHER: But it's not a new one.

1 MR. THOMAS ECONOMOU: North Shore, one  
2 of the newest ice rinks on the North Shore in  
3 Northbrook.

4 MS. FISHER: Did you do a study at all  
5 about the traffic coming in and out on 63rd? I see  
6 probably once a week when we come out from our  
7 garage because we have the driveway that is just  
8 west of that, you have another entrance and you  
9 have this when Whole Foods has people coming and  
10 going there is a turn lane but people are pulling  
11 out into the street because they're impatient or  
12 whatever, there's traffic jams on that street all  
13 the time. Does it need a traffic light there? Did  
14 you do a traffic study?

15 MR. THOMAS ECONOMOU: We're using the  
16 existing Whole Foods lot.

17 MS. FISHER: And it's been an issue.

18 MR. THOMAS ECONOMOU: There's less  
19 traffic.

20 MS. FISHER: Whole Foods was  
21 realistically busy just for two days on the  
22 weekend. Now you are going to have men's leagues  
23 that will be skating at night? What time is their  
24 ice, the last ice time?

1 MR. THOMAS ECONOMOU: I think the  
2 facility closes at 11:30 at night.

3 MS. FISHER: So what is your last  
4 ice?

5 AUDIENCE MEMBER: 11:30? So 12:30.

6 MR. THOMAS ECONOMOU: 10:15, 10:30.

7 MS. FISHER: Well, Whole Foods went  
8 until 10:00 and that was, because I lived in the  
9 building long enough, that was one of the things  
10 quiet for 10:00. It won't be quiet and, you know  
11 what, it's not a good choice. There has to be  
12 another spot.

13 CHAIRMAN KOPP: All right. Anyone  
14 else? All right. The applicant, before I close  
15 this public hearing, the applicant if you want to  
16 say, you get the last word. You don't have to.

17 MR. THOMAS ECONOMOU: I think we've  
18 articulated that we're trying to bring a youth  
19 training facility to a building that's sat vacant.  
20 We think it's a very good mix for the neighborhood.  
21 We think it's good for the community and I think  
22 it's a win for Willowbrook. I mean it's going to  
23 be a top class youth hockey training facility.

24 CHAIRMAN KOPP: All right. I close

1 Zoning Hearing Case 18-02, the public hearing, and  
2 now we will, the plan commissioners will discuss it  
3 and perhaps vote.

4                   This one for me is one of the  
5 tough ones. I have to admit when I came in here I  
6 was 100 percent sure I was going to be in favor of  
7 this and my own vote is going to be in favor of  
8 this with three conditions and I'm curious  
9 especially if my fellow plan commissioners agree  
10 with these. One condition would be that the  
11 applicants have to cooperate with Hinsdale Lake  
12 Commons to construct a fence to limit travel over  
13 the condominium property to the adjacent shopping  
14 center; another condition would be that any buses  
15 would be parked in the front; and the third  
16 condition would be that the excess ice would be  
17 disposed of in the loading dock inside the  
18 building.

19                   AUDIENCE MEMBER: It's Lake Hinsdale  
20 Towers.

21                   AUDIENCE MEMBER: Towers.

22                   CHAIRMAN KOPP: Oh, I'm sorry.

23                   AUDIENCE MEMBER: That's okay.

24                   CHAIRMAN KOPP: You're right.

1                   AUDIENCE MEMBER: Because there is a  
2 Lake Hinsdale.

3                   CHAIRMAN KOPP: No, that's the shopping  
4 center. I got it mixed up.

5                   COMMISSIONER REMKUS: Is there any way  
6 we could maybe I don't know if this could be a  
7 condition or just some kind of words where you  
8 would agree to work with the people in Lake  
9 Hinsdale Towers to, you know, try to work out some  
10 of the differences so they're protected. Like in  
11 the back by the pool if people are jumping over  
12 that fence even when Whole Foods was closed there  
13 is an issue there that needs to be addressed that  
14 you could work with them.

15                   MR. THOMAS ECONOMOU: I think we are  
16 more than happy to sit down with anybody and, you  
17 know, I didn't realize there were issues with the  
18 apartment building. I'm just finding this out  
19 today. So we're more than happy to sit down with  
20 them, have a dialogue and try and move forward to a  
21 smooth transition.

22                   AUDIENCE MEMBER: It's a condo. Can I  
23 make a comment or ask a question of the plan  
24 commission? It has nothing to do with this. I

1 live in the building, of course. We have a service  
2 road. It's a gravel road. It's called Americana  
3 Drive. Willowbrook has not allowed us to put a  
4 gate up to keep people from Whole Foods from  
5 driving through to get to the other side of the  
6 shopping. Will you afford us that, let us block  
7 that off so no one from there can go through our  
8 property?

9 CHAIRMAN KOPP: I think Roy wants to  
10 say something.

11 MR. GIUNTOLI: Tri-State Fire  
12 Protection District will not let you put any more  
13 gates up. They're not allowing any gates up there.

14 AUDIENCE MEMBER: Well, why does the  
15 village have them then?

16 MR. GIUNTOLI: Excuse me?

17 AUDIENCE MEMBER: Lake Hinsdale Village  
18 has it.

19 MR. GIUNTOLI: From this point. There  
20 came a certain time but they don't allow it any  
21 more.

22 AUDIENCE MEMBER: They are able to get  
23 in and out of it to use that service road any fire  
24 department, any police department has access to

1 open all gates and we are not allowed to because it  
2 belongs to Willowbrook.

3 AUDIENCE MEMBER: They're not allowing  
4 any more.

5 AUDIENCE MEMBER: It doesn't matter.  
6 That's not where I'm going. They have to afford us  
7 the privilege of putting up one to keep cars from  
8 and we have had the problem from Whole Foods where  
9 they drive around, come through our parking lots  
10 and disrupt everything and they just drive out  
11 because they want to go out by a light instead of  
12 going through Schwartz's property.

13 CHAIRMAN KOPP: That will be, that's  
14 really not a zoning issue. That's really an issue  
15 for the trustees because we are not the people that  
16 spend money on things.

17 AUDIENCE MEMBER: That's just the  
18 question that I had of Willowbrook.

19 COMMISSIONER REMKUS: Approach the  
20 trustees on it, though.

21 AUDIENCE MEMBER: I definitely will.

22 COMMISSIONER REMKUS: That will be your  
23 avenue and also Tri-State.

24 CHAIRMAN KOPP: Anybody else of the

1 commissioners have any comments or suggestions or  
2 less conditions, more conditions?

3 COMMISSIONER RUFFOLO: I'm supportive  
4 of the conditions we have already outlined.

5 COMMISSIONER WALEC: Right.

6 COMMISSIONER KAUCKY: So am I.

7 CHAIRMAN KOPP: All right. Will  
8 someone make a motion that based on the submitted  
9 petition and testimony provided I move that the  
10 plan commission approve and adopt standards for  
11 special use and the findings of fact outlined in  
12 the staff report prepared for PC 18-02 for the  
13 April 4, 2018 plan commission meeting and that the  
14 plan commission recommend to the village board  
15 approval of a special use for an indoor amusement  
16 establishment, specifically an ice rink, subject to  
17 the conditions of approval listed in the staff  
18 report prepared for PC 18-02 for the April 4, 2018  
19 plan commission meeting and the additional  
20 following conditions: One, the applicant will  
21 cooperate with Hinsdale Lake Towers to construct a  
22 fence to limit travel over their property to the  
23 adjacent shopping center; Two, all buses will be  
24 parked in front; and Three, excess ice will be

1 disposed of in the loading dock inside the  
2 property. Someone want to make that motion?

3 COMMISSIONER KAUCKY: So moved.

4 COMMISSIONER RUFFOLO: Second.

5 CHAIRMAN KOPP: I ask the plan  
6 commission secretary to call the vote.

7 MR. GIUNTOLI: Commissioner Remkus.

8 COMMISSIONER REMKUS: Yes.

9 MR. GIUNTOLI: Commissioner Soukup.

10 COMMISSIONER SOUKUP: Yes.

11 MR. GIUNTOLI: Commissioner Ruffolo.

12 COMMISSIONER RUFFOLO: Yes.

13 MR. GIUNTOLI: Commissioner Kaucky.

14 COMMISSIONER KAUCKY: Yes.

15 MR. GIUNTOLI: Commissioner Walec.

16 COMMISSIONER WALEC: Yes.

17 MR. GIUNTOLI: Vice Chairman is absent.  
18 Chairman Kopp.

19 CHAIRMAN KOPP: Yes. All right.

20 COMMISSIONER REMKUS: Please work with  
21 these folks.

22 MR. THOMAS ECONOMOU: We will.

23 COMMISSIONER REMKUS: To solve some of  
24 these problems and make --

1                   AUDIENCE MEMBER: It won't work. I'm  
2 sorry, it's not going to work. We came here  
3 tonight as a group to make you see what we're  
4 facing.

5                   COMMISSIONER REMKUS: We do.

6                   AUDIENCE MEMBER: We're 260 apartments.  
7 That's over 500 people. Who pays the taxes? I  
8 have been in this Willowbrook for 33 years. I  
9 thought it was a great thing but for someone to  
10 come in and get a complex that is so small and  
11 coming into my residential area is beyond me.  
12 Whole Foods I can understand, that was a food store  
13 and I miss it, yes, where it was but I'm not in  
14 this for sure and I'm sorry that you have decided  
15 to make that move. I'm sure it's because of taxes  
16 that you will earn and that is beyond me.

17                   CHAIRMAN KOPP: Ma'am --

18                   AUDIENCE MEMBER: It is. I don't care  
19 for that at all. Shame on you.

20                   CHAIRMAN KOPP: I just want to explain  
21 why --

22                   AUDIENCE MEMBER: No, don't bother.

23                   CHAIRMAN KOPP: Ma'am --

24                   AUDIENCE MEMBER: I made my decision.

1 Forget it.

2 CHAIRMAN KOPP: I think you're --

3 AUDIENCE MEMBER: None of you live in  
4 our building so you don't know what it's like.

5 CHAIRMAN KOPP: First of all, we're all  
6 volunteers.

7 AUDIENCE MEMBER: We're on the board of  
8 directors.

9 CHAIRMAN KOPP: Hey, hey, hey --

10 AUDIENCE MEMBER: We're volunteers.

11 CHAIRMAN KOPP: Do you want me to  
12 explain or not?

13 AUDIENCE MEMBER: No.

14 CHAIRMAN KOPP: Okay. Good night. We  
15 are all volunteers. We are not paid for this. Do  
16 you think we enjoy disappointing people? What our  
17 job is we make recommendations to the trustees but  
18 our decision is not binding. The trustees who are  
19 the elected officials make the final decision. If  
20 we recommend something they may not approve it and  
21 that happened very recently as you probably all  
22 know with the gun range and sometimes we could not  
23 recommend something and they can still approve it.  
24 We are purely an advisory body. This isn't the

1 last stop.

2 AUDIENCE MEMBER: Well, I hope not.

3 (Multiple audience  
4 members speaking at the  
5 same time.)

6 CHAIRMAN KOPP: Folks, can you clear  
7 the room? So communications, I'd like to say  
8 something. I was going to have a moment of silence  
9 for Joanne but there were so many people in here  
10 and I didn't know it was going to go this late so I  
11 didn't but she was just a great secretary and a  
12 great lady and miss her involvement.

13 Did you guys have any  
14 communications? John always asks all the question.

15 COMMISSIONER REMKUS: I have got one  
16 thing. I don't know if this is where to bring it  
17 up or not, I think it is. I would like to see us  
18 revisit the garage size issue, that the 800 square  
19 feet for a garage, maximum size of a garage I think  
20 is too small.

21 COMMISSIONER SOUKUP: I agree.

22 COMMISSIONER REMKUS: Especially since  
23 we want people, if they have a boat, to keep their  
24 boat inside and keep things out of the yard and

1 side yard. I think if we could look at expanding  
2 the size of the garages.

3 CHAIRMAN KOPP: I wasn't even aware  
4 that we had a maximum.

5 MR. GIUNTOLI: Right now it's 800 any  
6 single-family residence is allowed regardless of  
7 the size of the house is allowed 800 square feet of  
8 garage space and that's measured from basically the  
9 third envelope wall, the drywall of the residence  
10 all the way to the outside of the garage wall.  
11 It's not just the inside of the garage wall or  
12 you're also allowed to have 35 percent of the  
13 habitable foundation footprint of a house. Now  
14 that only benefits large houses or gargantuan  
15 houses. That doesn't affect anything that doesn't  
16 have a footprint greater than like maybe 3, 4,000  
17 square feet. When it starts getting a very large  
18 footprint then that starts to benefit those houses,  
19 usually it's a very expensive house. So what  
20 Commissioner Remkus is saying is accurate, it's  
21 only limited to 800 plus the caveat for the  
22 35 percent of habitable foundation.

23 CHAIRMAN KOPP: So maybe, Natalie, if  
24 you could sort of look into what Burr Ridge and --

1 MS. ZINE: Yes, absolutely. I can put  
2 together --

3 CHAIRMAN KOPP: (Continuing) -- what  
4 people like that do and then we can put those in  
5 and make that part of the ordinance. All right.  
6 And if that's it --

7 COMMISSIONER RUFFOLO: We haven't met  
8 since June I believe it is so that's about eight  
9 months so I'd like to know what's going on and what  
10 you can tell us about what's happening in the  
11 village as it pertains to development.

12 MS. ZINE: Sure. I can do that. You  
13 just saw most of it and that's the absolute truth.  
14 Those three projects, the ice skating rink and the  
15 Willowbrook Centre resubdivision came up really  
16 quickly and were processed very quickly. But I  
17 have been working with Mr. Remkus regarding the pet  
18 cemetery since I started in August.

19 The other areas of interest, there  
20 are two that come to mind, the bowling alley  
21 property on Plainfield Road owned by Lou Viren,  
22 there's been a lot of interest in developing that  
23 property. We did have a sketch plan submittal,  
24 preliminary sketch plan submittal that didn't meet

1 our standards in any way, shape or form so there  
2 were many comments and they never got past my  
3 initial review of that sketch plan. They were  
4 trying to pack in way too much on the property.  
5 They wanted like four drive-thrus and it was crazy.  
6 They had like the equivalent of four parking  
7 spaces. It was insane. But there is still a lot  
8 of interest in that property.

9 I've gotten calls from several  
10 people. Chase Bank across the street is interested  
11 in an interconnection to the Pete's Fresh Market  
12 site. We are working with them. There are some  
13 grading issues. The drop is pretty severe at that  
14 property line and the village has a five percent  
15 maximum slope so we are working with them and  
16 encouraging them to start conversations with Pete's  
17 Fresh Market and do that because Plainfield Road is  
18 in DuPage County's jurisdiction so that hasn't  
19 gotten very far. We just met with them this  
20 morning actually about just initial conversation,  
21 but Chase has been contacting me about that  
22 interconnection or the possibility of moving across  
23 the street to the bowling alley site not in the  
24 bowling alley building but as an out lot. They

1 have renewed a lease for the existing location for  
2 another five years. That happened recently so I  
3 don't think they'll be moving to the bowling alley  
4 site any time soon so that's that area.

5           And then the other thing that has  
6 been on my plate off and on since August is the  
7 property to the west of Ashton Place, the banquet  
8 hall in the shopping center there. The last thing  
9 that went to plan commission I think was the  
10 badminton facility. That's no longer on the table  
11 but we had interest from a day care facility who  
12 would require I forget if it was a day care center  
13 is not a permitted use in the current zoning but my  
14 understanding is that they were going to enter into  
15 a PUD, a joint PUD, with the shopping center,  
16 provide cross access and then as part of the PUD it  
17 would allow for the special use for the day care  
18 facility. Tim and the mayor are generally  
19 supportive of that use there. I think it's a good  
20 use for that location but I haven't heard from them  
21 in months. I met with them three times myself and  
22 Tim has met with them. They seemed 100 percent go  
23 and then they just sort of stopped interacting  
24 so --

1                   CHAIRMAN KOPP: If I recall from the  
2 badminton facility, John Wagner has the best  
3 history of all this stuff, the badminton facility  
4 that's always the shopping center and the parking  
5 and they can't --

6                   MS. ZINE: Yes.

7                   CHAIRMAN KOPP: They can't get a deal  
8 with that.

9                   MR. GIUNTOLI: Can't get together.

10                  MS. ZINE: It's been crazy complicated  
11 but with the badminton facility it was agreed,  
12 nothing was agreed because it hasn't happened yet,  
13 but the idea was that the property for the day care  
14 would meet with keep that portion of parking in the  
15 south of the property because I have calculated the  
16 parking requirements for the shopping center and  
17 the banquet facility and I think they need  
18 something like 38 spaces to meet village  
19 requirements for the banquet facility and the  
20 shopping center.

21                               So the agreement was going to be  
22 that the day care center would provide an easement  
23 and allow them to use those 38 spaces and then, you  
24 know, still have enough parking for their own use

1 and they have the cross access between the  
2 properties and there was talk about possibly  
3 eliminating the access that goes directly into the  
4 vacant property and just having one access to go to  
5 both sides, the center shopping center and the day  
6 care, proposed day care property. So I think  
7 that's a good idea but, again, I haven't heard from  
8 them in probably two months now.

9 I met with them, I don't remember  
10 the last meeting I had with them, but they have all  
11 the information, they have the application, they  
12 have everything they need to submit. I don't know  
13 if maybe the hold up is again with the shopping  
14 center and the parking if that's still an issue.  
15 I'm not privy to that information but it seemed  
16 like everything was going well. I've actually been  
17 contacted several times by Steve Hynek (phonetic)  
18 and --

19 MR. GIUNTOLI: Len.

20 MS. ZINE: Len Blackman. Both of them  
21 have contacted me individually at different times  
22 asking me what's going on, is the day care center  
23 coming or not. So I don't know what's going on but  
24 it seemed like everybody was supportive of the

1 project.

2 Other than that there's interest  
3 in the property at 6503 Clarendon Hills Road. It's  
4 south of Lake Hinsdale Village.

5 MR. GIUNTOLI: No, it's just south of  
6 the Lawns and just north of Nantucket.

7 COMMISSIONER SOUKUP: South of what?

8 MR. GIUNTOLI: The Lawns condominium  
9 complex.

10 COMMISSIONER SOUKUP: Oh.

11 COMMISSIONER REMKUS: We've had several  
12 things on the property.

13 MR. GIUNTOLI: It was called Yasmine  
14 when I first got here. That was kind of in the  
15 works 12 years ago.

16 COMMISSIONER REMKUS: Oh, yeah.

17 MR. GIUNTOLI: It was in the works. It  
18 was approved but they never pulled the trigger. We  
19 went through four rounds of planning reviews. We  
20 never really got through the approvals and then  
21 they pulled.

22 CHAIRMAN KOPP: It was really weird.  
23 It had --

24 MR. GIUNTOLI: It was so narrow and

1 their driveways were like 16, not even, 14 feet  
2 long. Your car would be out of the driveway into  
3 the street if it was even touching the garage door.

4 COMMISSIONER REMKUS: Sure make a nice  
5 park.

6 MS. ZINE: So they must have put it  
7 back on the market recently or something.

8 MR. GIUNTOLI: It's always been. I  
9 think the price is becoming more palatable.

10 MS. ZINE: Maybe. I don't know what  
11 the trigger was but all of a sudden I started  
12 getting calls every other day about this property  
13 but everyone is calling after being told by the  
14 realtor or whoever they're speaking to that the  
15 whole plan has already been approved and everything  
16 is a go and they can just buy it and build and I  
17 have to tell them every time they call that the  
18 rezoning is still in place, it's still zoned R-4  
19 condos and town homes but the entire plan and  
20 approvals for the condos that were done before no  
21 longer exist, they are null and void.

22 MR. GIUNTOLI: Vaporized.

23 MS. ZINE: And then they get upset and  
24 hang up so I don't know if anything will ever come

1 of that. It is such a narrow parcel. I don't  
2 know. I don't know.

3 COMMISSIONER REMKUS: It will be a nice  
4 park.

5 MS. ZINE: Yes. You know, I think  
6 right now it's trees. I think it should probably  
7 just stay trees.

8 CHAIRMAN KOPP: Roy, has the self  
9 storage guy pulled for permits yet?

10 MR. GIUNTOLI: Yes, we are working on  
11 those plans.

12 MS. ZINE: Is that the ROC?

13 MR. GIUNTOLI: The ROC, right.

14 MS. ZINE: So in addition to that self  
15 storage I have been getting countless calls on the  
16 property at the northeast corner of Quincy and  
17 Midway.

18 MR. GIUNTOLI: Oh, the Boars (phonetic)  
19 Plastic, vacant lot at 75th, Willowbrook Centre  
20 Parkway, northeast corner. It's a vacant lot just  
21 south of the Boars Plastic Factory.

22 MS. ZINE: It's like three or four  
23 parcels all vertical connected vacant. I have been  
24 getting a lot of calls about that property.

1 Everybody wants to put self storage there. But  
2 there is significant wetlands on the property and I  
3 have been told by Roy and Tim that the soil quality  
4 is poor and there are a bunch of issues and then  
5 when I tell them that the two self storage  
6 buildings are being done just south of them they  
7 don't seem interested anymore either. So that's  
8 been going on.

9 COMMISSIONER RUFFOLO: How about an  
10 update on what's currently under construction right  
11 now.

12 MS. ZINE: That is your domain.

13 CHAIRMAN KOPP: Did the brew pub ever  
14 get up and running?

15 MR. GIUNTOLI: Oh, yes. It's very  
16 good. Black Horizons Brewery at 7560 did open  
17 about a little over a year ago and they are doing  
18 well as far as I know. We get some correspondence  
19 from them every now and then. Rock is finally --  
20 I'm sorry, Compass building I don't know if you  
21 noticed when you're driving in today they are  
22 staining the precast panels.

23 We segmented their permit along  
24 the way just because of complications from the plan

1 review architectural and engineering and such so we  
2 gave them segmental approvals along the way for  
3 some grading to do their underground storage tank.  
4 We gave them a foundation only. Foundation only  
5 allows them to stand the walls up.

6 Today we're like 99.9 percent done  
7 with their permit. We're just waiting for a couple  
8 documents from them but that's going to be going  
9 full force here real soon. That's definitely going  
10 in.

11 Pulte is going pretty good. They  
12 got a little dry spell but I just heard today or  
13 yesterday another house is coming in. I believe  
14 that will be the 14th house that they're going to  
15 do out of 29. They sold 10 or 11 right off the bat  
16 and now they got another one coming in. They do  
17 still have one spec house there and the model.  
18 Obviously the model is not for sale but the spec  
19 house is.

20 Single-family residences are  
21 popping up all over as a matter of fact right next  
22 door to John Wagner's house we approved a demo  
23 permit for the existing house there, I'm sorry, we  
24 issued a demo permit today for that house. It

1 probably will be demoed some point next week.  
2 There's a single-family residence going on there.  
3 I'm actually going to go work on when I leave here  
4 because I promised, long story, so that will be  
5 going on the next week or so.

6           The two single-family homes at the  
7 corner of Midway, one at Kingery which they had to  
8 come in for variances so they finally, finally  
9 they're getting close, finally pulled the trigger  
10 on that one and they're in the ground. In fact,  
11 they're going to do a backfill inspection probably  
12 here very soon and there is a house at 70, I'm  
13 sorry, at Midway and Clarendon Hills Road,  
14 single-family residence, that's in the ground  
15 prepour foundation inspection set for tomorrow or  
16 Friday.

17           And a house on Garfield is going  
18 up pretty well. It's a very, very, very, very ...  
19 did I say very? Yes, large house just north of  
20 Plainfield Road on the west side of the street.  
21 That house actually used up every foot of FAR  
22 that's allowed for that property. That's how big  
23 that house is. I actually had them put on the  
24 plans you can't put a bay window in. I mean there

1 is^ theirs no more allowance outside the envelope  
2 of that house.

3                   Let's see, what else? A lot of,  
4 obviously, a lot of little things, a lot of rehabs  
5 going on, a couple of build outs. The Golf  
6 Champion --

7                   MS. ZINE: Club Champion.

8                   MR. GIUNTOLI: Club Champion, thank  
9 you, a custom golf club maker is doing a build out  
10 in the Wingren Plaza at 75th and --

11                  MS. ZINE: I thought that was a gym.

12                  MR. GIUNTOLI: No, they make custom  
13 golf clubs at 75th and Kingery. It used to be an  
14 AT & T store. They took a part of that store and  
15 then a couple other units next door so they're  
16 expanding there. They are expanding in the  
17 building they are in. It's amazing how much there  
18 is, how much money there is in golf clubs. It's  
19 just unbelievable at least to me. I'm not a  
20 golfer.

21                  COMMISSIONER RUFFOLO: What about an  
22 update on Pete's and tenants and tenancy?

23                  MR. GIUNTOLI: Pete's, construction of  
24 Pete's Fresh Market is progressing. They've made

1 numerous noncompliant changes inside the building  
2 along the way so we're dealing with those on a  
3 daily basis. They started constructing their  
4 retaining wall around the site without a permit. I  
5 issued several stop work orders on them, actually  
6 threatened to have a principal arrested once  
7 because they refused to stop. They finally did.  
8 When I was dialing the phone everyone scattered so  
9 that occurred. Going back to Pete's Fresh Market  
10 inside the building a lot of changes were made.  
11 It's a beautiful store inside there. There is no  
12 doubt about that but there's a lot of issues  
13 happening in there.

14                   As you are aware there is a  
15 Marshalls next door. The shell of the building  
16 inside and outside is completed. They don't have  
17 any racks inside yet. We did kind of a preliminary  
18 final inspection just to make sure what was there  
19 was okay and it was.

20                   The Ulta build out went forward to  
21 the point where I'm sure you can see inside there  
22 all the racking is in but they stopped. We said  
23 you can't go any further than this so they actually  
24 pulled off the site. They went, were going to

1 build somewhere else. They are going to come back  
2 in June. They think they're going to be opened in  
3 July, just for the record. I can't say whether or  
4 not that's going to happen. I think it's unlikely  
5 because Pete's Fresh Market has to do a bunch of  
6 off site improvements that haven't started yet and  
7 it's a four, five month time for the off site  
8 improvements. I don't see July happening but again  
9 it's --

10 COMMISSIONER SOUKUP: It's going to be  
11 that long?

12 MR. GIUNTOLI: They have a lot of off  
13 site improvements to make, correct, on both  
14 Plainfield Road and Kingery.

15 COMMISSIONER SOUKUP: I know.

16 MR. GIUNTOLI: And on 69th Street so  
17 they have a lot off site things to do which they  
18 haven't progressed on yet. The out lot building,  
19 the shell is relatively completed, however, he  
20 can't call in his inspections because there's an  
21 issue with some of the trades that are working in  
22 there so we can't go in there and final the shell.

23 There's two tenants that have  
24 permits in with us, one is the AT & T store, one is

1 a dentist. They are chomping at the bit. They  
2 call all the time. They're told by the developer  
3 we're their delay. Of course, that is a hundred  
4 percent inaccurate. We are not the delay. The  
5 developer is the delay. I constantly say ask your  
6 developer when they're going to call in their final  
7 inspection on their shell and then call and then  
8 about a week after that call me and I will tell you  
9 if they did or not. They are the delay. We'll do  
10 that inspection within 48 hours of when they call  
11 it in. They haven't called it in. We are not the  
12 delay. So there's a lot of issues with that one  
13 with that property.

14 COMMISSIONER KAUCKY: Someone going to  
15 mention that the Pete's Fresh Market thing could  
16 wait all the way until the end of the year until it  
17 might open? Does that sound right?

18 MR. GIUNTOLI: I haven't heard any --

19 COMMISSIONER KAUCKY: With the IDOT  
20 issues and all that.

21 MR. GIUNTOLI: They want to open as  
22 well in July/August time period. Obviously they  
23 really, really want to open before Thanksgiving and  
24 again, you know, that could be a possibility again

1 if this road work issue ever starts but they  
2 haven't received their DuDOT, DuPage Department of  
3 Transportation, or IDOT, Illinois Department of  
4 Transportation, permit to do the work yet. They  
5 haven't been issued. They haven't been able to  
6 obtain those permits. So until those permits are  
7 obtained and work starts it's still four to five  
8 months out.

9 COMMISSIONER KAUCKY: One more question  
10 on Pete's, correct me if I'm wrong but on the very  
11 northwest corner wasn't there supposed to be a turn  
12 lane in for coming in?

13 MR. GIUNTOLI: Yes.

14 COMMISSIONER KAUCKY: It's not there so  
15 what's going on with that?

16 MR. GIUNTOLI: That has to do with the  
17 IDOT approval so that's an issue.

18 COMMISSIONER KAUCKY: I see.

19 MR. GIUNTOLI: Jumping across the  
20 street to the Town Center there is two proposed  
21 tenants to go in where the Sports Authority was.  
22 Originally it was going to be on one side a  
23 Marshalls, the other side a Sierra Trading Post,  
24 but Sierra pulled out and a Skechers outlet is now

1 proposed to go in there.

2           The developer (inaudible) Irving  
3 (phonetic) has applied for permits to put a  
4 devising wall down the middle of the unit. They  
5 haven't picked that permit up yet. This is just  
6 speculation but I don't know why they haven't  
7 picked up their permit. They give me the reason  
8 that they haven't got the contractors lined up to  
9 do so to build a wall. So I'm wondering if they're  
10 planning on changing the size of the units and  
11 that's in the works before everything gets hammered  
12 out.

13           Now, when I say I'm not sure about  
14 that, Marshalls has actually come in for permits  
15 and we're really close to being able to approve the  
16 plan but since the unit doesn't exist, that wall  
17 doesn't exist, I can't give them a permit on it. I  
18 can't give them a permit to do a build out for a  
19 unit that isn't in existence. So I have  
20 correspondences with the developer every now and  
21 then saying hey, we're still waiting to give you  
22 this devising wall permit. They made some changes  
23 when Skechers came in because at one point  
24 Marshalls and Sierra Trading were under the

1 umbrella of another corporation so they were kind  
2 of a little bit more married together but Skechers  
3 isn't under that umbrella so they changed the  
4 design of the wall a little bit for security  
5 reasons and just kind of the way it was designed, a  
6 minor change. We approved that change in  
7 conceivably minutes, restamped the plans and got  
8 them ready for them and here they stay. There they  
9 sit I should say.

10 So Skechers is supposed to be  
11 coming in. They came in with a sign permit last  
12 week that was 108 percent too big than allowed. I  
13 can't remember how big. It was over twice too much  
14 sign surface area and they're hammering us on doing  
15 some kind of either variance which doesn't exist  
16 for signs. When asked for the 17th time we finally  
17 said you could do a PUD amendment or a text  
18 amendment so these are your options so Natalie and  
19 I have been in contact with this permit expediter  
20 for the signs.

21 Let's see, where else? Anything  
22 on Madison going on, the buildings on Madison?

23 MS. ZINE: Yes, there's been interest  
24 in the 7530 South Madison. It's for sale and

1 there's an interested buyer. They want to know --  
2 it's legal nonconforming so they keep asking  
3 questions about well, if it burns down can I  
4 rebuild the same size, et cetera, et cetera so I  
5 have been communicating with them as to what they  
6 can and cannot do without certain variances.

7 I do actually have two more things  
8 that are more exciting. So I have been working  
9 with WBK, the engineering firm I work for, we have  
10 been creating sort of two projects for Willowbrook.  
11 The first is actually complete. I created a south  
12 sub area plan which is more like an existing  
13 conditions reports and it is about the southern  
14 sort of industrial region of Willowbrook at the  
15 very southern end so I was considering bringing it  
16 to this meeting to kind of talk and go through but  
17 I anticipated that this might go long so we might  
18 talk about that at the next meeting.

19 I think, I'm not sure, but I think  
20 the village has approved funding in the budget for  
21 a TIF district feasibility study for that same area  
22 so that might be happening this year or it will be  
23 happening this year assuming that budget has  
24 already been approved so that all kind of plays

1 into this idea of the new sub area plan so that  
2 might come across the agenda at the next plan  
3 commission meeting or possibly the one after that  
4 because the next plan commission meeting which I  
5 think is May 2nd. It's the first Wednesday in May.

6 Obviously, I will be presenting to  
7 you guys an updated Route 83 corridor study plan so  
8 I have been working for the past several months on  
9 updating the 1991 Route 83 corridor study plan. I  
10 inherited the project from Anna Franco, the  
11 previous planner. She had sort of just taken off  
12 with it when I came in to the village so I have  
13 been working since August. Basically the plan  
14 that's in existence now is 20 years old. There is  
15 no digital copy of it. Several of the  
16 recommendations and existing conditions are  
17 outdated so I have been updating the plan. I have  
18 been working with the steering committee taking  
19 input from them and gathering public input. I  
20 actually surveyed over 100 people in Willowbrook to  
21 get public commentary regarding the corridor so  
22 that draft plan update will be presented at the  
23 next plan commission meeting.

24 CHAIRMAN KOPP: Okay.

1 MS. ZINE: I think that's it for me.

2 MR. GIUNTOLI: Yes, I can't think of  
3 anything else.

4 CHAIRMAN KOPP: Someone want to make a  
5 motion to adjourn?

6 COMMISSIONER REMKUS: So moved.

7 COMMISSIONER KAUCKY: Second.

8 CHAIRMAN KOPP: All in favor say aye.

9 (Chorus of ayes.)

10 (Hearing adjourned at 10:05 p.m.)

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STATE OF ILLINOIS        )  
                                  )  SS.  
COUNTY OF K A N E        )

I, KIMBERLEE A. ELLIOTT, being first duly sworn on oath says that she is a court reporter doing business in the County of Kane and State of Illinois; that she reported in shorthand the testimony given at said hearing aforesaid; that the foregoing is a true and correct transcript of her shorthand notes so taken as aforesaid, and contains all the testimony so given at said hearing.

*Kimberlee A. Elliott*



Notary Public, Kane County, IL  
CSR # 084-003093

## AGENDA

MINUTES OF THE PUBLIC SAFETY COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON APRIL 9<sup>TH</sup>, 2018 AT 5:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DU PAGE COUNTY, ILLINOIS.

### CALL TO ORDER

*Meeting called to order at 5:30pm.*

### ROLL CALL

*In attendance, Chairperson Gayle Neal and Chief Robert Schaller. Trustee Umberto Davi arrived at 5:33 p.m.*

1. REVIEW MARCH 12<sup>TH</sup>, 2018 PUBLIC SAFETY COMMITTEE MEETING MINUTES.  
*Chairperson Neal and Trustee Davi approved the March 12<sup>th</sup>, 2018 meeting minutes.*
2. REVIEW ORDINANCE AMENDING THE EXISTING AMERICAN TRAFFIC SOLUTIONS CONTRACT.  
*Chairperson Neal and Trustee Davi approved the the ordinance amending the existing American Traffic Solutions contract.*
3. REVIEW PROPOSAL TO CONTRACT WITH EVERBRIDGE.  
*Chairperson Neal and Trustee Davi approved the proposal to contract with Everbridge.*
4. REVIEW WEEKLY PRESS RELEASES – INFORMATION.  
*No comment from the Committee.*
5. REVIEW OVERTIME REPORT FOR 02/26/2018 –03/25/2018 - INFORMATION.  
*No comment from the Committee. Chief Schaller explained the increase in overtime for the month.*
6. REVIEW MONTHLY EXPENDITURE REPORT FOR MARCH 2018 -- INFORMATION.  
*No comment from the Committee.*
7. REVIEW MONTHLY OFFENSE SUMMARY REPORT FOR MARCH 2018 - INFORMATION.  
*Trustee Davi commented on status change information.*

8. REVIEW LETTER(S) OF RECOGNITION AND APPRECIATION – INFORMATION.  
*The Committee reviewed the letters of recognition and appreciation.*
  - Sergeant Art Svehla
  - Sergeant Lauren Kaspar
  - Officer Scott Eisenbeis
  - Officer Darren Biggs
  - Detective John Handzik
  - Officer Nick Volek
  - Officer Matt Vanderjack
  
9. DISCUSSION ITEMS.
  - LEADS Agency Audit  
*Committee members commented on the good job L.E.A.D.S. Agency Coordinator did on the L.E.A.D.S. agency audit conducted by the Illinois State Police*
  
10. \* VISITOR'S BUSINESS (Public comment is limited to three minutes per person).  
*There were no members of the public present to comment at this meeting.*
  
11. ADJOURNMENT.  
*Motion made by Trustee Davi, second by Chairperson Neal to adjourn at 6:11p.m.*

NEXT MEETING SCHEDULED MAY 14<sup>TH</sup>, 2018 AT 5:30 P.M.