

## A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, SEPTEMBER 24, 2018, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public comment is limited to three minutes per person
5. OMNIBUS VOTE AGENDA:
  - a. Waive Reading of Minutes (APPROVE)
  - b. Minutes - Regular Board Meeting - September 10, 2018 (APPROVE)
  - c. Warrants - \$336,051.72 (APPROVE)
  - d. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Accept a Proposal to Conduct the 2018 Village-Wide Fall Brush Collection Program - N.J. Ryan Tree & Landscape, LLC (ADOPT)
  - e. Resolution - A Resolution Approving a Plat of Easement - 7814 Brookbank Road (ADOPT)
  - f. Motion - Board Authorization for Staff to Process Current Delinquent Water Bills in Accordance with Past Practices (PASS)

### NEW BUSINESS

6. ORDINANCE - AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE REDEVELOPMENT AGREEMENT BY AND BETWEEN WILLOWBROOK TOWN CENTER, LLC AND THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS
7. ORDINANCE - AN ORDINANCE AMENDING SPECIAL USE PERMIT NO. 02-143 AS APPROVED IN ORDINANCE NO. 02-O-06 AND AMENDED IN ORDINANCE NO. 16-O-33 AND GRANTING CERTAIN VARIATIONS FROM THE ZONING ORDINANCE - PC 18-06: 5800 SOUTH HOLMES AVENUE - HOLMES ELEMENTARY SCHOOL ADDITION

8. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF WILLOWBROOK AND P. FARBER & ASSOCIATES, LLC
9. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL TO PROVIDE INDOOR AIR QUALITY (IAQ) ASSESSMENT SERVICES AT DESIGNATED LOCATIONS - GHD SERVICES, INC.
10. REPORT - WILLOWBROOK POLICE DEPARTMENT 2017 ANNUAL REPORT

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, SEPTEMBER 10, 2018 AT THE WILLOWBROOK POLICE DEPARTMENT, 7760 QUINCY STREET, VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

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

2. ROLL CALL

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

ABSENT: None

Also present were Village Attorney Thomas Bastian, Village Administrator Timothy Halik, Director of Finance Carrie Dittman, Chief Robert Schaller, Deputy Chief Lauren Kaspar, Assistant Village Administrator Jeffrey Monteleone, and Deputy Clerk Cindy Stuchl.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Deputy Clerk Stuchl to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

Several residents spoke about issues relating to Sterigenics.

Mayor Trilla advised that some of the residents' questions could possible be answered through his Mayor's Report and gave an update on the public health hazard involving Sterigenics. Administrator Halik then related that the resolutions to be approved during tonight's meeting could also provide further information. Mayor Trilla stated that the meeting will return to "Visitors' Business" once all the approvals have been completed.

5. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - August 27, 2018 (APPROVE)
- c. Warrants - \$264,233.62 (APPROVE)

- d. Monthly Financial Report - August 31, 2018 (APPROVE)
- e. Plan Commission Recommendation - Zoning Hearing Case 18-06: Amendment to an Existing Special Use - Holmes Elementary School Addition, 5800 S. Holmes Avenue (RECEIVE)
- f. Proclamation - A Proclamation Recognizing Fire Prevention Week and Fire Safety Month in October within the Village of Willowbrook (PASS)

Mayor Trilla asked the Board if there were any items to be removed from the Omnibus Vote Agenda. Clerk Hansen advised that there was an amendment to the Visitors' Business in the minutes from the August 27, 2018 Board meeting adding comments related to the school district and Sterigenics.

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

- 6. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF WILLOWBROOK AND SERAFIN & ASSOCIATES, INC. AND RATIFYING AND CONFIRMING THE MAYOR'S PRIOR EXECUTION OF SAID AGREEMENT

Mayor Trilla related that this company was hired for crisis management due to the Sterigenics issue. This firm was recommended through the DuPage Mayors and Managers Conference.

MOTION: Made by Trustee Neal and seconded by Trustee Kelly to adopt Resolution No. 18-R-57 as presented.

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

MOTION DECLARED CARRIED

7. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF WILLOWBROOK AND SCHIFF HARDIN, LLP

Mayor Trilla advised that Schiff Hardin is an environmental law firm and is being hired to help with understanding and disseminating information received relating to the Sterigenics issue.

MOTION: Made by Trustee Kelly and seconded by Trustee Neal to adopt Resolution No. 18-R-58 as presented.

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

MOTION DECLARED CARRIED

8. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF WILLOWBROOK AND LUCY FRASIER TOXICOLOGY CONSULTING (LFTC), LLC

Trustee Neal stated that the Lucy Frasier Toxicology Consulting and GHD Services (Item #9) were also hired to be part of the Task Force of qualified agencies to assist with the Sterigenics issue. Lucy Frasier is a board-certified toxicologist with over 28 years of experience. Mr. Dyron Hamlin of GHD Services is a chemical engineer and his specialty is chemical release events.

Trustee Oggerino questioned that now that the Task Force has been created, what is the step to test Municipal Campus buildings. Trustee Neal advised that a statement of purpose and mission statement will be released. Air testing will be conducted at the same locations that were on the initial report. Trustee Neal also stated that expanded testing will also be conducted, and will include the Municipal campus, schools, swim club, daycare center, and residential areas.

Mayor Trilla stated that he has reached out to the EPA to expand their testing coverage also.

Trustee Neal stated that the Task Force is committed to finding the truth for the residents.

MOTION: Made by Trustee Kelly and seconded by Trustee Davi to adopt Resolution No. 18-R-59 as presented.

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

MOTION DECLARED CARRIED

9. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF WILLOWBROOK AND GHD SERVICES, INC.

See discussion under Item #8. Trustee Neal had no further report.

MOTION: Made by Trustee Berglund and seconded by Trustee Davi to adopt Resolution No. 18-R-60 as presented.

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

MOTION DECLARED CARRIED

Visitors' Business continued with additional residents speaking about the Stergenics issue.

10. PRESENTATION - WILLOWBROOK POLICE DEPARTMENT 2017 ANNUAL REPORT

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to table the presentation of the Willowbrook Police Department 2017 Annual Report until the next Village Board meeting.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

11. COMMITTEE REPORTS

Mayor Trilla did not call for reports.

12. ATTORNEY'S REPORT

Mayor Trilla did not call for report.

13. CLERK'S REPORT

Mayor Trilla did not call for report.

14. ADMINISTRATOR'S REPORT

Mayor Trilla did not call for report.

15. MAYOR'S REPORT

Mayor's report provided earlier in tonight's meeting.

16. CLOSED SESSION

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

17. ADJOURNMENT

MOTION: Made by Trustee Oggerino and seconded by Trustee Neal, to adjourn the Regular Meeting at the hour of 7:42 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.

September 24, 2018.

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Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

September 24, 2018

GENERAL CORPORATE FUND	-----	\$154,974.61
WATER FUND	-----	175,432.11
POLICE PENSION FUND	-----	5,645.00
TOTAL WARRANTS	-----	\$336,051.72

e.D.  
Carrie Dittman, Director of Finance

APPROVED:  
Frank A. Trilla, Mayor

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
09/12/2018	APCH	93008	FIRST NATIONAL BANK OMAHA	EDP LICENSES	460-263	10	71.91
09/12/2018	APCH	93009	ZAZZO'S PIZZERIA	PUBLIC RELATIONS	475-365	10	135.16
09/17/2018	APCH	93010	LAW ENFORCEMENT TRAINING LLC	FEES/DOES/SUBSCRIPTIONS	630-307	30	100.00
09/25/2018	APCH	101(E)*#	INTERGOVERNMENTAL PERSONNEL	EMP DED PAY- INSURANCE	210-204	00	13,351.38
				LIFE INSURANCE - ELECTED OFFICIALS	410-141	05	70.00
				LIFE INSURANCE - COMMISSIONERS	435-148	07	18.48
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	4,291.90
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	1,672.66
				HEALTH/DENTAL/LIFE INSURANCE	510-141	15	566.78
				LIFE INSURANCE - PLAN COMMISSION	510-340	15	70.56
				LIFE INSURANCE - COMMISSIONERS	550-148	20	74.48
				HEALTH/DENTAL/LIFE INSURANCE	610-141	25	2,786.18
				HEALTH/DENTAL/LIFE INSURANCE	630-141	30	24,366.89
				HEALTH/DENTAL/LIFE INSURANCE	630-141	30	1,266.22
				HEALTH/DENTAL/LIFE INSURANCE	710-141	35	3,178.94
				HEALTH/DENTAL/LIFE INSURANCE	810-141	40	1,724.10
				CHECK APCHK 101(E) TOTAL FOR FUND 01:			53,438.57
09/25/2018	APCH	93011	AIRGAS USA LLC	EQUIPMENT RENTAL	750-290	35	82.97
09/25/2018	APCH	93013#	AMERICAN FIRST AID SERVICE INC	BUILDING MAINTENANCE SUPPLIES	466-351	10	36.15
				OPERATING SUPPLIES	630-331	30	16.70
				CHECK APCHK 93013 TOTAL FOR FUND 01:			52.85
09/25/2018	APCH	93014	AMERICAN LITHO	PRINTING & PUBLISHING	550-302	20	3,933.50
09/25/2018	APCH	93015	ARAMARK UNIFORMS SERVICES	UNIFORMS	710-345	35	75.98
09/25/2018	APCH	93016	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	325.00
09/25/2018	APCH	93017#	KONICA MINOLTA BUSINESS SOLUTION	COPY SERVICE	455-315	10	255.48
				COPY SERVICE	630-315	30	249.86
				COPY SERVICE	630-315	30	108.70
				CHECK APCHK 93017 TOTAL FOR FUND 01:			614.04
09/25/2018	APCH	93018#	LA FASTENERS INC	PARK LANDSCAPE SUPPLIES	565-341	20	74.43
				MAINTENANCE - VEHICLES	735-409	35	57.98
				CHECK APCHK 93018 TOTAL FOR FUND 01:			132.41
09/25/2018	APCH	93019	METRO REPORTING SERVICE LTD.	FEES - COURT REPORTER	520-246	15	270.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
09/25/2018	APCH	93021	MUNICIPAL CLERKS OF DUPAGE CNTY	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	16.00
09/25/2018	APCH	93022	MAILFINANCE	POSTAGE & METER RENT	455-311	10	408.24
09/25/2018	APCH	93024#	OCCUPATIONAL HEALTH CENTERS	EXAMS - PHYSICAL	440-543	07	82.00
				EXAMS - PHYSICAL	440-543	07	269.00
				WELLNESS	480-276	10	113.00
				CHECK APCHK 93024 TOTAL FOR FUND 01:			464.00
09/25/2018	APCH	93025	CALL THE UNDERGROUND OASIS IRRIG	LANDSCAPE - VILLAGE HALL	466-293	10	141.41
09/25/2018	APCH	93026	ORKIN EXTERMINATING	MAINTENANCE - BUILDING	466-228	10	95.67
09/25/2018	APCH	93027	PARTNERS & PAWS VETERINARY SERV	K-9 PROGRAM	650-340	30	120.00
09/25/2018	APCH	93028	MIKE BENNETT	PARK PERMIT FEES	310-814	00	200.00
09/25/2018	APCH	93029	MARISA COLLINS	PARK PERMIT FEES	310-814	00	200.00
09/25/2018	APCH	93030	DHARMESH PATEL	PARK PERMIT FEES	310-814	00	100.00
09/25/2018	APCH	93031	CHRISTINA SIWA	PARK PERMIT FEES	310-814	00	200.00
09/25/2018	APCH	93032	P. F. PETTIBONE & CO.	OPERATING EQUIPMENT	630-401	30	32.00
09/25/2018	APCH	93033	PHILLIP'S FLOWERS	PUBLIC RELATIONS	475-365	10	82.90
09/25/2018	APCH	93034#	RAGS ELECTRIC, INC	MAINTENANCE - BUILDING	466-228	10	243.26
				MAINTENANCE - BUILDING	466-228	10	924.25
				MAINTENANCE - STREET LIGHTS	745-223	35	291.00
				MAINTENANCE - STREET LIGHTS	745-223	35	2,480.03
				MAINTENANCE - STREET LIGHTS	745-223	35	486.96
				MAINTENANCE - STREET LIGHTS	745-223	35	355.50
				CHECK APCHK 93034 TOTAL FOR FUND 01:			4,781.00
09/25/2018	APCH	93035	RATHS, RATHS & JOHNSON, INC.	BUILDING IMPROVEMENTS	485-602	10	2,031.50
09/25/2018	APCH	93036	RAY O'HERRON CO., INC.	FIRING RANGE	630-245	30	149.25
				UNIFORMS	630-345	30	49.98
				UNIFORMS	630-345	30	34.99
				OPERATING EQUIPMENT	630-401	30	47.94
				OPERATING EQUIPMENT	630-401	30	259.99
				OPERATING EQUIPMENT	630-401	30	969.05
				CHECK APCHK 93036 TOTAL FOR FUND 01:			1,531.20
09/25/2018	APCH	93037	ROCK VALLEY PUBLISHING LLC	PRINTING & PUBLISHING	455-302	10	495.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
09/25/2018	APCH	93038#	SATELLITE PHONE STORE	PHONE - TELEPHONES	455-201	10	65.76
				PHONE - TELEPHONES	630-201	30	65.76
				CHECK APCHK 93038 TOTAL FOR FUND 01:			131.52
09/25/2018	APCH	93039	SERAFIN & ASSOCIATES INC	CRISIS MANAGEMENT	475-367	10	18,500.00
09/25/2018	APCH	93040	HARRY MATTSON	ESCREATS/UNCLAIMED PROP PAYABLE	210-102	00	112.27
09/25/2018	APCH	93041*#	TAMELING GRADING	LANDSCAPE MAINTENANCE SERVICES	565-342	20	1,870.00
				STREET & ROW MAINTENANCE	750-328	35	5,940.50
				STREET & ROW MAINTENANCE	750-328	35	1,484.75
				STREET & ROW MAINTENANCE	750-328	35	1,230.00
				TRASH REMOVAL	755-279	35	720.00
				CHECK APCHK 93041 TOTAL FOR FUND 01:			11,245.25
09/25/2018	APCH	93042	TAMELING INDUSTRIES	STREET & ROW MAINTENANCE	750-328	35	432.00
09/25/2018	APCH	93043	TEMPERATURE ENGINEERING INC	MAINTENANCE - BUILDING	466-228	10	175.00
09/25/2018	APCH	93045	THOMPSON ELEV. INSPECT. SERVICE	ELEVATOR INSPECTION REIMB	830-117	40	100.00
				ELEVATOR INSPECTION REIMB.	830-117	40	100.00
				CHECK APCHK 93045 TOTAL FOR FUND 01:			200.00
09/25/2018	APCH	93046	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	163.61
09/25/2018	APCH	93047	T.P.I.	CONSULTING SERVICES	815-306	40	1,040.00
				PLAN REVIEW - BUILDING CODE REIMB.	820-258	40	2,322.85
				PLAN REVIEW - BUILDING CODE REIMB.	820-258	40	6,594.00
				PART TIME - INSPECTOR	830-109	40	5,334.00
				PART TIME - INSPECTOR	830-109	40	3,822.00
				PLUMBING INSPECTION REIMB	830-115	40	900.00
				CHECK APCHK 93047 TOTAL FOR FUND 01:			20,012.85
09/25/2018	APCH	93048	TRAFFIC CONTROL & PROTECTIONS	ROAD SIGNS	755-333	35	95.80
				ROAD SIGNS	755-333	35	1,438.75
				CHECK APCHK 93048 TOTAL FOR FUND 01:			1,534.55
09/25/2018	APCH	93049	TRI-COUNTY PLUMBING INC	CONTRACTED MAINTENANCE	570-281	20	400.00
09/25/2018	APCH	93050	BLACK GOLD SEPTIC	MAINTENANCE - PW BUILDING	725-418	35	350.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
09/25/2018	APCH	93051*	UNDERGROUND PIPE & VALVE, CO.	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	225.00
09/25/2018	APCH	93052	ONIEFIRST	MAINTENANCE - PW BUILDING	725-418	35	104.32
				MAINTENANCE - PW BUILDING	725-418	35	104.32
				CHECK APCHK 93052 TOTAL FOR FUND 01:			208.64
09/25/2018	APCH	93053	UNIVERSITY OF ILLINOIS	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	525.00
09/25/2018	APCH	93054*	VERIZON WIRELESS	PHONE - TELEPHONES	410-201	05	55.80
				PHONE - TELEPHONES	455-201	10	21.93
				PHONE - TELEPHONES	630-201	30	932.28
				TELEPHONES	710-201	35	179.03
				TELEPHONES	810-201	40	93.04
				CHECK APCHK 93054 TOTAL FOR FUND 01:			1,282.08
09/25/2018	APCH	93055	WAREHOUSE DIRECT	OFFICE SUPPLIES	630-301	30	88.22
				OFFICE SUPPLIES	630-301	30	191.28
				OPERATING SUPPLIES	630-331	30	396.97
				CHECK APCHK 93055 TOTAL FOR FUND 01:			676.47
09/25/2018	APCH	93056	WESTOWN AUTO SUPPLY COMPANY	MAINTENANCE - VEHICLES	735-409	35	31.09
				MAINTENANCE - VEHICLES	735-409	35	55.74
				CHECK APCHK 93056 TOTAL FOR FUND 01:			86.83
09/25/2018	APCH	93057	WESTFIELD FORD	MAINTENANCE - VEHICLES	735-409	35	537.35
09/25/2018	APCH	93058	WILD GOOSE CHASE INC	CONTRACTED MAINTENANCE	570-281	20	960.00
09/25/2018	APCH	93059	WILLOWBROOK FORD INC.	MAINTENANCE - VEHICLES	630-409	30	141.63
09/25/2018	APCH	93060	CHICAGO TRIBUNE	PERSONNEL RECRUITMENT	455-131	10	670.00
09/25/2018	APCH	93061#	CHRISTOPHER B. BURKE	PRINTING & PUBLISHING	510-302	15	931.25
				FEES - ENGINEERING REIMB.	520-245	15	770.00
				FEES - ENGINEERING	720-245	35	414.00
				FEES - ENGINEERING REIMB.	820-245	40	1,785.89
				FEES - DRAINAGE ENGINEER REIMB.	820-246	40	450.00
				FEES - DRAINAGE ENGINEER REIMB.	820-246	40	450.00
				PLAN REVIEW - DRAINAGE ENGINEER	820-259	40	220.00
				PLAN REVIEW - DRAINAGE ENGINEER REIMB	820-259	40	220.00
				PLAN REVIEW - DRAINAGE ENGINEER REIMB	820-259	40	295.00
				PLAN REVIEW - DRAINAGE ENGINEER REIMB	820-259	40	165.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				PLAN REVIEW - DRAINAGE ENGINEER REIMB	820-259	40	165.00
				CHECK APCHK 93061 TOTAL FOR FUND 01:			5,866.14
09/25/2018	APCH	93062	CHICAGO SUN-TIMES, INC	PRINTING & PUBLISHING	510-302	15	216.08
09/25/2018	APCH	93063	CHOICE OFFICE EQP & SUPPLIES IN	COPY SERVICE	455-315	10	449.53
09/25/2018	APCH	93064	CITY WIDE OF ILLINOIS	MAINTENANCE - BUILDING	466-228	10	2,725.23
09/25/2018	APCH	93065*#	COMED	RED LIGHT - COM ED	630-248	30	41.07
				RED LIGHT - COM ED	630-248	30	47.21
				RED LIGHT - COM ED	630-248	30	47.31
				ENERGY - STREET LIGHTS	745-207	35	545.29
				ENERGY - STREET LIGHTS	745-207	35	375.71
				ENERGY - STREET LIGHTS	745-207	35	48.88
				CHECK APCHK 93065 TOTAL FOR FUND 01:			1,105.47
09/25/2018	APCH	93066	BRIAN DECKER	ESCHEATS/UNCLAIMED PROP PAYABLE	210-102	00	10.00
09/25/2018	APCH	93067#	DISCOVERY BENEFITS SIMPLIFY	EMP DED PAY - FSA FEE	210-221	00	33.00
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	17.00
				CHECK APCHK 93067 TOTAL FOR FUND 01:			50.00
09/25/2018	APCH	93068	CAROLINE DITTMAN	FEES/DOES/SUBSCRIPTIONS	610-307	25	122.82
09/25/2018	APCH	93069	GENE'S TIRE SERVICE	MAINTENANCE - VEHICLES	735-409	35	529.48
09/25/2018	APCH	93070	GEWALT HAMILTON ASSOCIATES INC	PLAN REVIEW - TRAFFIC CONSULTANT - RE	520-258	15	306.00
				PLAN REVIEW - TRAFFIC CONSULTANT	520-258	15	306.00
				PLAN REVIEW - TRAFFIC CONSULTANT	520-258	15	76.50
				CHECK APCHK 93070 TOTAL FOR FUND 01:			688.50
09/25/2018	APCH	93071	H AND R CONSTRUCTION INC.	STREET & ROW MAINTENANCE	750-328	35	2,630.00
				STREET & ROW MAINTENANCE	750-328	35	2,580.00
				CHECK APCHK 93071 TOTAL FOR FUND 01:			5,210.00
09/25/2018	APCH	93072	HR SIMPLIFIED	HEALTH/DENTAL/LIFE INSURANCE	455-141	10	100.00
09/25/2018	APCH	93073#	HANSON LANDSCAPE DESIGN	CONTRACTED MAINTENANCE	570-281	20	4,784.91
				ROUTE 83 BEAUTIFICATION	755-281	35	4,243.22
				CHECK APCHK 93073 TOTAL FOR FUND 01:			9,028.13

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
09/25/2018	APCH	93074#	HOME DEPOT CREDIT SERVICES	MAINTENANCE SUPPLIES	570-331	20	49.54
				OPERATING SUPPLIES & EQUIPMENT	710-401	35	32.33
				STREET & ROW MAINTENANCE	750-328	35	15.00
				CHECK APCHK 93074 TOTAL FOR FUND 01:			<u>96.87</u>
09/25/2018	APCH	93076	THE ARTHUR RAY FOUNDATION	PUBLIC RELATIONS	475-365	10	75.00
				Total for fund 01 GENERAL FUND			154,974.61

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
09/25/2018	APCH	100(E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	168,281.10
09/25/2018	APCH	101(E)*#	INTERGOVERNMENTAL PERSONNEL	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	3,249.55
09/25/2018	APCH	93020	METROPOLITAN INDUSTRIES INC	EDP LICENSES	417-263	50	414.00
09/25/2018	APCH	93041*#	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	601.00
09/25/2018	APCH	93051*#	UNDERGROUND PIPE & VALVE, CO.	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	2,250.00
09/25/2018	APCH	93054*#	VERIZON WIRELESS	PHONE - TELEPHONES	401-201	50	179.03
09/25/2018	APCH	93065*#	COMED	ENERGY - ELECTRIC PUMP	420-206	50	457.43
Total for fund 02 WATER FUND							175,432.11

User: JKufzin  
DB: Willowbrook

CHECK DATE FROM 09/12/2018 - 09/25/2018

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 07 POLICE PENSION FUND							
09/25/2018	APCH	93012	ATWELL & ATWELL	LEGAL FEES	401-242	62	200.00
09/25/2018	APCH	93023	NORTHERN ILL UNIVERSITY	SCHOOLS CONFERENCE TRAVEL	401-304	62	250.00
09/25/2018	APCH	93044	TEPPER CONSULTING GROUP LTD.	ACTUARY SERVICES	401-252	62	4,400.00
09/25/2018	APCH	93075	I.P.P.F.A.	FEES DUES SUBSCRIPTIONS	401-307	62	795.00
TOTAL - ALL FUNDS							5,645.00
Total for fund 07 POLICE PENSION FUND							336,051.72

'\*' - 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 AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL TO CONDUCT THE 2018 VILLAGE-WIDE FALL BRUSH COLLECTION PROGRAM – N.J. RYAN TREE & LANDSCAPE, LLC	<b>AGENDA NO.</b> <b>5d</b>  <b>AGENDA DATE:</b> <u>9/24/18</u>
--	---

<b>STAFF REVIEW:</b> Tim Halik, Village Administrator	<b>SIGNATURE:</b> <u>TE Halik</u>
<b>LEGAL REVIEW:</b> Thomas Bastian, Village Attorney	<b>SIGNATURE:</b> <u>THOMAS BASTIAN TH.</u>
<b>RECOMMENDED BY:</b> Tim Halik, Village Administrator	<b>SIGNATURE:</b> <u>TE Halik</u>
<b>REVIEWED &amp; APPROVED BY COMMITTEE:</b> YES <input checked="" type="checkbox"/> <u>on September 10, 2018</u> NO <input type="checkbox"/> N/A <input type="checkbox"/>	

**ITEM HISTORY (ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY, ETC.)**

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

The Fall program will also consist of a curb-side chipping program, with the resulting chips hauled away. Staff has attempted to solicit proposals from local landscape maintenance contractors to complete the program. However, only one vendor, NJ Ryan Tree & Landscape, LLC, was responsive and offered a price of \$9,800 to complete the program. This is the same rate they charged in the Spring. So, the program can be completed with no cost increase from the Spring program.

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

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

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>BUDGET</u>	<u>AVAILABLE</u>
PW – Street Maint.	01-35-755-284	Reimb. Exp. – Brush Pick-Up	\$20,000	\$10,200.00

**ACTION PROPOSED:**

Adopt resolution. The Fall Brush Collection Program is scheduled to occur October 15 through 19, 2018. A postcard mailer will be sent directly to residents along with notification on the Village’s website.

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

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

---

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

ADOPTED and APPROVED this 24<sup>th</sup> day of September, 2018

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:

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

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

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

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

Exhibit "A"

NJ RYAN TREE & LANDSCAPE LLC

17271 IL ROUTE 23  
DEKALB, IL 60115

Estimate

Date	Estimate #
8/29/2018	129

Name / Address
Village of Willowbrook



			Project
Description	Qty	Cost	Total
Fall brush pickup		9,800.00	9,800.00
		<b>Total</b>	\$9,800.00

Customer Signature \_\_\_\_\_

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

Resolution –

A Resolution Approving a Plat of Easement – 7814 Brookbank Road

**AGENDA NO.** 5e

**AGENDA DATE:** 9/24/18

**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 PERTINENT HISTORY)**

The Village has adopted the DuPage County Countywide Storm Water and Floodplain Ordinance, with local amendments, for stormwater and floodplain management within town. The Ordinance requires that all drainage swales, storm sewers, and detention/retention areas on private properties are located upon easements. Therefore, upon a development or re-development of a property where re-grading work or other storm sewer installation occurs, new easements must be dedicated if they do not already exist.

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

The existing residence located at 7814 Brookbank Road has been razed and a new residence will be constructed in its place. The project will require re-grading of the property to establish positive drainage to serve the new residence. The re-grading will ensure that drainage from the property does not sheet flow onto adjacent properties. In accordance with the above-mentioned code requirement, new easements are required, since easements do not already exist. The owner's engineer has prepared a Plat of Easement dedicating new public utility and drainage easements for this purpose.

**ACTION PROPOSED:**

Adopt the Resolution.

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

Resolution – A Resolution Approving a Plat of Easement – 7814 Brookbank Road

---

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

SECTION ONE: That the Plat of Easement, as prepared by Haeger Engineering LLC, Job No. 17-141, consisting of one (1) sheet, dated August 13, 2018, attached hereto and incorporated herein as Exhibit "A", be and the same, is hereby approved and that the Mayor, Village Clerk and all other necessary and appropriate officers of the Village are authorized to execute said Plat.

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

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

ADOPTED and APPROVED this 24<sup>th</sup> day of September, 2018.

APPROVED:

---

Mayor

ATTEST:

---

Village Clerk

ROLL CALL VOTE:

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

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

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

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





# Willowbrook 5f

835 Midway Drive  
Willowbrook, IL 60527-5549

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

August 27, 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

ALCANTARA, ABIEZER  
312 SHERIDAN DR APT 1B  
WILLOWBROOK, IL 60527-2594

Re: Account 110720.001

PIN #: [REDACTED]

Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 115.35. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before September 24, 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



# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

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

August 27, 2018

**Mayor**

Frank A. Trilla

**Village Clerk**

Leroy R. Hansen

**Village Trustees**

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Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

**Village  
Administrator**

Tim Halik

**Chief of Police**

Robert Schaller

**Director of  
Finance**

Carrie Dittman

BROWN, ANNIE L.  
320 79TH ST  
WILLOWBROOK, IL 60527-2480

Re: Account 110050.000  
PIN #: XXXXXXXXXX  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 157.56. 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 September 24, 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

August 27, 2018

**Mayor**

Frank A. Trilla

**Village Clerk**

Leroy R. Hansen

**Village Trustees**

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Terrence Kelly

Michael Mistale

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Paul Oggerino

**Village Administrator**

Tim Halik

**Chief of Police**

Robert Schaller

**Director of Finance**

Carrie Dittman

CAMPOBASSO, JENNIFER  
106 79TH ST  
WILLOWBROOK, IL 60527-2604

Re: Account 111950.006

PIN #: [REDACTED]

Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 300.58 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 September 24, 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



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# Willowbrook

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

August 27, 2018

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Gayle Neal

Paul Oggerino

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Tim Halik

**Chief of Police**

Robert Schaller

**Director of Finance**

Carrie Dittman

DANIELUK, TOMASZ  
326 SHERIDAN DR APT 2C  
WILLOWBROOK, IL 60527-2599

Re: Account 110815.002  
PIN #: XXXXXXXXXX  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 115.35. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before September 24, 2018, will result in the immediate termination of your water service.

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services



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EST. 1960

# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

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

August 27, 2018

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**Chief of Police**

Robert Schaller

**Director of Finance**

Carrie Dittman

ESTRADA, SCOTT  
7627 ARLENE AVE  
WILLOWBROOK, IL 60527-2310

Re: Account 111625.006  
PIN #: XXXXXXXXXX  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 242.41. 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 September 24, 2018, will result in the immediate termination of your water service.

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

Sincerely,

Timothy J. Halik  
Director of Municipal Services



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# Willowbrook

835 Midway Drive  
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August 27, 2018

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**Chief of Police**

Robert Schaller

**Director of  
Finance**

Carrie Dittman

JASPER, JEROME L.  
320 SHERIDAN DR APT 1D  
WILLOWBROOK, IL 60527-2596

Re: Account 110755.010

PIN #: [REDACTED]

Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 115.35. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before September 24, 2018, will result in the immediate termination of your water service.

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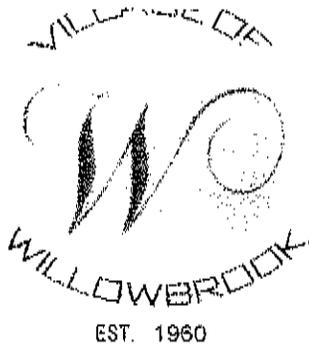
If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik  
Director of Municipal Services



Proud Member of the  
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# Willowbrook

835 Midway Drive  
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August 27, 2018

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Tim Halik

**Chief of Police**

Robert Schaller

**Director of Finance**

Carrie Dittman

NASH, JAMES JOSEPH  
835 TURNBERRY LN  
WILLOWBROOK, IL 60527-5392

Re: Account 152940.004  
PIN #: [REDACTED]  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 299.80. 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 September 24, 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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Illinois Route 66 Scenic Byway



# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

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August 27, 2018

**Mayor**

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Paul Oggerino

**Village  
Administrator**

Tim Halik

**Chief of Police**

Robert Schaller

**Director of  
Finance**

Carrie Dittman

STRAUCH, ANNALIESE  
75 75TH ST  
WILLOWBROOK, IL 60527-2301

Re: Account 111230.008  
PIN #: XXXXXXXXXX  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 133.87. 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 September 24, 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



EST. 1960

# Willowbrook

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

August 27, 2018

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Paul Oggerino

**Village  
Administrator**

Tim Halik

**Chief of Police**

Robert Schaller

**Director of  
Finance**

Carrie Dittman

TEMEN, KENNETH  
413 79TH ST  
WILLOWBROOK, IL 60527-2405

Re: Account 110120.001

PIN #: [REDACTED]

Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 222.83. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before September 24, 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



# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

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

August 27, 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

VALDEZ, RODOLFO/SALGADO, LORENA  
7527 ELEANOR PL  
WILLOWBROOK, IL 60527-2370

Re: Account 111235.002  
PIN #: XXXXXXXXXX  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 278.76. 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 September 24, 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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August 27, 2018

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Paul Oggerino

**Village Administrator**

Tim Halik

**Chief of Police**

Robert Schaller

**Director of Finance**

Carrie Dittman

TSCHIRHART, SONDRRA  
101 75TH ST  
WILLOWBROOK, IL 60527-2302

Re: Account 111470.008  
PIN #: XXXXXXXXXX  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 144.44. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before September 24, 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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Illinois Route 66 Scenic Byway



# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

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

August 27, 2018

**Mayor**

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**Village Clerk**

Leroy R. Hansen

**Village Trustees**

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Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

**Village  
Administrator**

Tim Halik

**Chief of Police**

Robert Schaller

**Director of  
Finance**

Carrie Dittman

WILLOWBROOK INN  
255 SHELLEY RD  
ELK GROVE VILLAGE, IL 60007

Re: Account 410295.002  
PIN #: XXXXXXXXXX  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 804.53. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before September 24, 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, IL 60527-5549

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August 27, 2018

**Mayor**

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Paul Oggerino

**Village Administrator**

Tim Halik

**Chief of Police**

Robert Schaller

**Director of Finance**

Carrie Dittman

WILSON, JEFFREY  
236 79TH ST  
WILLOWBROOK, IL 60527-2402

Re: Account 110010.000  
PIN #: XXXXXXXXXX  
Delinquent Water Bill

Dear Sir or Madam,

Please be advised that your water bill is now delinquent in the amount of \$ 163.67. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before September 24, 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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Sincerely,

Timothy J. Halik  
Director of Municipal Services



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# 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 WILLOWBROOK TOWN CENTER, LLC AND THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS	<b>AGENDA NO.</b> 6 <b>AGENDA DATE:</b> 9/24/18
---	--

**STAFF REVIEW:** Tim Halik, Village Administrator  
Carrie Dittman, Director of Finance      SIGNATURES: T. Halik, C. Dittman

**LEGAL REVIEW:** Thomas Bastian, Village Attorney  
Brian Baugh, Village Attorney      SIGNATURES: T. BASTIAN, B. BAUGH

**RECOMMENDED BY:** Tim Halik, Village Administrator      SIGNATURE: T. Halik

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

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

The Sports Authority retail business located within the Willowbrook Town Center shopping center closed in July of 2016 due to a corporate foreclosure. The 40,000 square foot unit was vacant for a period of time due to the difficulty in obtaining a new tenant to take over the space. Medium-sized tenant spaces are becoming more difficult to re-lease in the current retail market due to the ongoing trend of loss of brick-and-mortar stores to internet sales. In October of 2016, Harlem Irving Companies contacted the Village to advise that in an effort to fill the vacancy they are considering offering the space to an interested non-retail service use. This would have a negative financial effect on the Village given the loss of sales tax revenue. In addition, both staff and Harlem Irving agreed that another retail use would be preferred within the center to maintain the positive tenant mix. After consultation with Mayor Trilla, Harlem was urged to try to locate a retail tenant to fill the vacancy.

Ultimately, Harlem was unable to locate a retailer interested in taking over the full 40,000 square foot space. However, they were able to find two (2) strong retailers each interested in a portion of the space. The clothing store Marshall's was interested in taking approximately 23,000 square feet and Skechers Outlot would take the remaining 17,000 square feet. At the time, the numbers did not work for this deal, as each of the two interested retailers would be paying a lower lease rate than the interested non-retail service use and the owner was responsible for about \$2.4 M in costs to demise the existing unit into two units. Therefore, Harlem Irving once again was considering offering the space to the interested non-retail service use. After further consultation with Mayor Trilla, and discussion among the Village Board, a contribution from the Village's Business District Tax Fund was offered as a means to bridge the financial gap in the deal to ensure that the vacant space would be re-leased by retail uses as opposed to a non-revenue generating service use. Through the already established Business District, the Village would pledge a maximum of \$2 M over a 20-year time period as a partial reimbursement of project costs. Harlem Irving agreed to the incentive offer.

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

A 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 \$2 M towards the project. Annual payments will be made over the course of twenty (20) years from the Business District Tax Fund.

### ACTION PROPOSED:

Pass Ordinance.

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

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION  
OF THE REDEVELOPMENT AGREEMENT BY AND BETWEEN  
WILLOWBROOK TOWN CENTER, LLC AND THE  
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

---

**WHEREAS**, Willowbrook Town Center, 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 portion of parcel of property located within the Illinois Route 83/Plainfield Road Business District; 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.

[The remainder of this page intentionally left blank]

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 24<sup>th</sup> day of September, 2018.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:

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

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

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

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

EXHIBIT "A"

REDEVELOPMENT AGREEMENT

**VILLAGE OF WILLOWBROOK  
REDEVELOPMENT AGREEMENT  
(WILLOWBROOK TOWN CENTER, LLC)**

THIS REDEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this 24<sup>th</sup> day of September, 2018, by and between the VILLAGE OF WILLOWBROOK, an Illinois municipal corporation (the "Village"), and WILLOWBROOK TOWN CENTER, LLC, an Illinois 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 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 by re-tenanting the space previously occupied by The Sports Authority with an approximate 21,186 square foot Marshalls (“Marshalls”) and an approximate 17,651 square foot Skechers shoe store (“Skechers”) as depicted in the site plan prepared by Camburas & Theodore, Ltd. (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 shall be not less than Two Million Dollars (\$2,000,000.00); 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, the Project shall be redeveloped 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 redevelop, 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 good and merchantable title to the Property and shall have entered into 1) a valid and binding lease for Marshalls with a term not less than ten (10) years, and 2) a valid and binding lease for Skechers with a term not less than ten (10) years.
- B. The Developer shall construct the Project substantially in accordance with the Site Plan and in accordance with plans and specifications approved by the Village and the Project shall be completed and certificates of occupancy shall have been issued for Marshalls and Skechers (the "Certificates of Occupancy") by or before April 30, 2019, subject to any Force Majeure Delays (as hereinafter defined) and the Marshalls and Skechers shall open for business on or before July 31, 2019, 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 Certificates of Occupancy have been issued, the Developer shall require its general contractor, or if there is none, then at its own expense, to obtain and maintain commercial 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 workers' 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 workers' 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 (which insurance policy limits may be achieved by means of an umbrella or excess policy underlying the general contractor's commercial general liability insurance policy), or in the case of workers' 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, 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 Route 83/Plainfield Road Business District Tax Allocation Fund (the "Business District Fund") shall not be used in connection with any such settlement without the consent of the Village.

- G. With respect to the Project, 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. With respect to the Project, 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, 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 in connection with the redevelopment and construction of the Project. 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 in connection with the redevelopment and construction of the Project, 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 made in connection with the redevelopment and construction of the Project 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 in connection with the redevelopment and construction of the Project.

J. Upon reasonable advance 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 advance notice, the Village Administrator, or his designee, shall have access to all of the Developer's books and records relating to the redevelopment and construction of the Project, the private financing of the Project and the Business District Project Costs with respect thereto, including but not limited to the Developer's 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 all 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. 2016)] 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, June 30, 2018 (the "Project Budget") showing total costs for the Project in an amount not less than Three Million Eight Hundred Seventy-Five Thousand Six Hundred Twelve and 00/100ths Dollars (\$3,875,612.00) 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, it being expressly understood and agreed that the Village Administrator is hereby authorized to provide such consent without further action of the Corporate Authorities of 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 by 5% or more. 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 which approval will not be unreasonably withheld or unduly delayed so long as the Project Budget together with the Developer equity contribution to the Project equals or exceeds Two Million Two Hundred Thousand and 00/100<sup>th</sup> Dollars (\$2,200,000.00) (the "*Required Minimum Construction Cost*").

(2) The Developer acknowledges that the Village Incentive is based upon 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 Project together with copies of all sworn contractors' statements, construction contracts and such other documents evidencing the cost of 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 Required Minimum Construction Cost, 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 determine 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 with not less than ten (10) years of experience in commercial 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, Marshalls or Skechers, or any Village approved successors or assignees, cease operations of the Project or Marshalls or Skechers, 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 Village shall pay no further payments on the Developer Note until such time as the vacant portion of the Project is re-tenanted with a tenant(s) reasonably approved by the Corporate Authorities of the Village. If the vacant portion(s) of the Project are re-tenanted with tenant(s) not approved by the Corporate Authorities of the Village, the Village shall make no further payments on the Developer Note until such time as the Corporate Authorities of Village approve a replacement tenant(s).
- P. During the term of this Agreement, the Developer shall not petition for tax-exempt status for all or a portion of the 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 financially able to perform all the terms of this Agreement. To the Developer's information, belief and actual knowledge, there are no actions at law or

similar proceedings which are pending or threatened in writing 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 Project 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 with respect to the Project that are contained in this Agreement.
- 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 prosecuted and completed pursuant to the terms hereof with due diligence, in good faith and without delay, subject to Force Majeure Delays (as hereinafter defined) 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 shareholder entitled to receive more than 7 ½ % of the total distributable income of any corporation after having obtained such an interest in the Project or, alternatively,

if a corporation'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 up to Two Million Dollars (\$2,000,000.00) (the “Village Incentive”) 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 2.2B, below. No interest shall be paid on the Village Incentive. Notwithstanding anything contained or implied herein to the contrary, the Village Incentive shall not exceed the amount of Two Million Dollars (\$2,000,000.00).
- B. Upon the determination by the Village of the Village Incentive and the verification of the amount of the Village Incentive as set forth in Section 2.1(N)(2), and the determination of the total amount of Business District Project Costs invoiced and paid by the Developer, as set forth below, the Village will undertake the process to 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 and paid by the Developer up to a maximum principal amount of Two Million Dollars (\$2,000,000.00) (the "Developer Note"). The Developer Note shall not bear interest.

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 ANNUAL ONE PERCENT (1%) BUSINESS DISTRICT SALES TAX MONIES ATTRIBUTABLE TO THE PROJECT AND COLLECTED BY THE VILLAGE PURSUANT TO THE BUSINESS DISTRICT ORDINANCES ("PROJECT SALES TAX") AND DEPOSITED IN THE WILLOWBROOK TOWN CENTER SUB-ACCOUNT ("PROJECT SUB-ACCOUNT") OF THE BUSINESS DISTRICT FUND FROM TIME TO TIME AND SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE. 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.

- 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 sixty (60) 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, shareholders, officers, officials, agents and employees or any of them, or if the Developer, its directors, members, 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.

### **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 Corporate Authorities of the Village 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.

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 of the receipt of such notice. Notwithstanding the foregoing, the sole and exclusive remedy for the Village in connection with a

breach of Section 2.1(O) and/or Section 2.1(P) is the cessation of any payments due under the Developer Note from the date of breach until the cure of the breach and attorneys' fees pursuant to Section 4.21. 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 a recognized overnight courier service; or (iii) 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 an overnight courier service, or (b) three (3) 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.

If to the Village:

Village of Willowbrook  
Attn: Village Administrator  
835 Midway Drive  
Willowbrook, Illinois 60527

with a copy to:

Thomas M. Bastian  
Storino, Ramello & Durkin  
9501 West Devon Avenue, 8<sup>th</sup> Floor  
Rosemont, Illinois 60018

If to the Developer:

Willowbrook Town Center, LLC  
c/o Harlem Irving Companies  
Attn: Richard D. Filler  
4104 North Harlem Avenue  
Norridge, Illinois 60706

with a copy to:

Willowbrook Town Center, LLC  
c/o Harlem Irving Companies  
Attn: Gregory E. Fix  
4104 North Harlem Avenue  
Norridge, Illinois 60706

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 date first above written and continue for a period of twenty (20) years after the issuance of the Developer Note, but in no event past the expiration of the Business District, or until the Developer Note is paid in full, whichever occurs first. 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 Certificates of Occupancy is not issued prior to June 30, 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 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 upon 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 which consent shall not be unreasonably withheld, conditioned or delayed, it being further expressly understood and agreed that the Village Administrator is hereby authorized to provide such consent without the necessity of further action by the Corporate Authorities of the Village. Further, nothing contained herein shall be construed as limiting the Developer's right to assign its right to receive payments under this Agreement, or to assign this Agreement to an entity controlling or controlled by the Developer, another entity

controlled by the Developer's parent company, a joint venture of which the Developer is a general partner, or a lender.

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, 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 attorneys' fees, in addition to whatever other relief the prevailing party may be entitled.

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, director, agent, employee or attorney of the Village or Developer, in his or her individual capacity, and no official, officer, partner, member, 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 without the written consent of the Village, which consent shall not be unreasonably withheld, conditioned or delayed, it being further expressly understood and agreed that the Village Administrator is hereby authorized to provide such consent without the necessity of further action by the Corporate Authorities of the Village.

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.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

**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

ATTEST:

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

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

**WILLOWBROOK TOWN CENTER, LLC,**  
an Illinois limited liability company

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

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

**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.



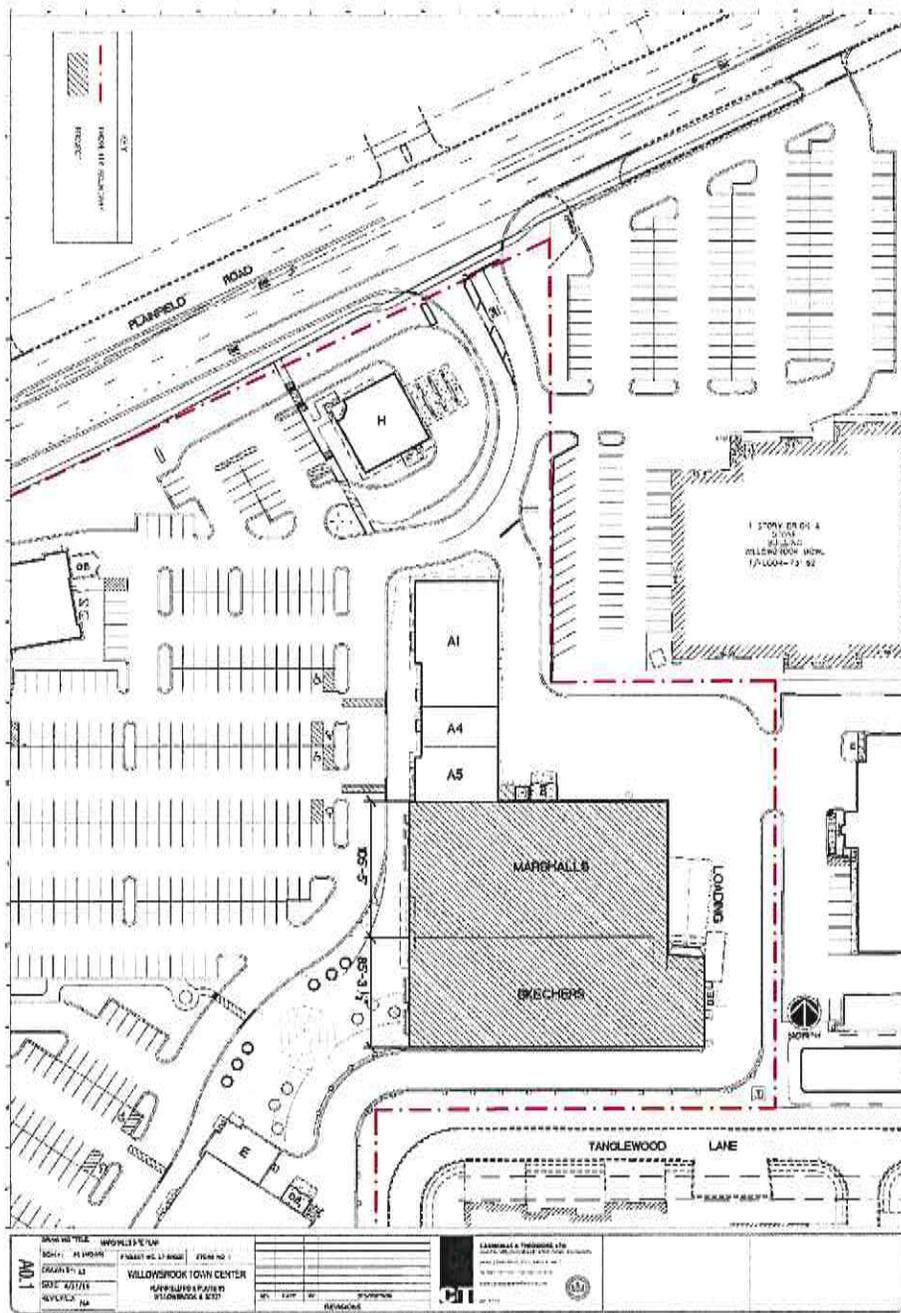
**EXHIBIT B**  
**Legal Description of Property**

LOTS 1, 2 and 3 IN AMENDED AND RESTATED PERSEVERANCE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 23 AND PART OF THE NORTHEAST QUARTER OF SECTION 26, ALSO BEING A RESUBDIVISION OF PART OF LOTS 7 AND 8 IN OWNER'S SUBDIVISION SITUATED IN PART OF SECTIONS 23 AND 26, ALSO BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN HINSDALE HIGHLANDS ESTATES, ACCORDING TO THE PLAT OF HINSDALE HIGHLANDS ESTATES, RECORDED JULY 23, 1954 AS DOCUMENT 720969 AND AMENDED BY CERTIFICATE OF CORRECTION DATED AUGUST 18, 1954 AND RECORDED AUGUST 23, 1954 AS DOCUMENT 727413, IN TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE AMENDED AND RESTATED PLAT OF SAID PERSEVERANCE SUBDIVISION RECORDED OCTOBER 9, 2007, A DOCUMENT NUMBER R2007-183986, IN DU PAGE COUNTY, ILLINOIS.



# EXHIBIT C

## Site Plan



**EXHIBIT D**

**Project Budget**

J. Divita & Associated Construction Contract including Sketchers Change Order #1	\$3,363,612
Broker Leasing Commissions	\$152,000
Tenant Improvement Allowances	\$360,000
<b>Total Project Budget/ Uses</b>	<b><u>\$3,875,612</u></b>

**Sources**

<b>Additional Equity Required</b>	<b>\$3,875,612</b>
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**2018 Operating Budget  
with The Sports Authority Space Vacant**

Operating Revenue	\$4,268,520
Common Area Expenses	-\$612,742
Landlord Expenses	-\$346,049
Real Estate Taxes	-\$776,452
	-
Annual Debt Service	<u>\$2,548,939</u>
	-
Total Operating and Debt Service Expenses	<u>\$4,284,182</u>
<b>Operating Cashflow</b>	<b>-\$15,662</b>
	-
Depreciation/ Amortization	<u>\$1,811,845</u>
	-
<b>Total Net Loss</b>	<b><u>\$1,827,507</u></b>

**EXHIBIT E**

**Business District Project Costs**

Eligible Costs\*:

Framing/Drywall/Taping	\$298,300
Electrical	\$820,294
HVAC	\$520,700
Acoustical	\$55,600
Roofing	\$121,630
Concrete	\$119,830
Glass/Glazing	\$115,351
Painting	\$179,982
Plumbing	\$88,562
Sprinklers	\$45,991
Interior Doors/Hardware	\$101,800
Floor tile/Ceramic	\$95,130
Structural Steel	\$82,120
Interior Carpentry	\$181,690
Toilet Partitions/ Accessories	\$70,484
Floor polishing	\$43,828
GC OH&P/Gen Conditions	\$402,320
Contingency	\$20,000
<b>Total Construction Costs/Contract</b>	<b>\$3,363,612</b>
Brokers Leasing Commission	\$152,000
Tenant Improvement Allowances	\$360,000
<b>Total Business District Project Costs</b>	<b>\$3,875,612</b>

\*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  
TAXABLE DEVELOPER NOTE  
(VILLAGE OF WILLOWBROOK, ILLINOIS  
WILLOWBROOK TOWN CENTER, LLC)**

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, whichever occurs first)

**KNOW ALL PERSONS BY THESE PRESENTS**, that the Village of Willowbrook, DuPage County, Illinois (the AVillage@), 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, and any interest thereon, 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 AOrdinance”) and that certain

Redevelopment Agreement dated \_\_\_\_\_, 2018 (the "Redevelopment Agreement") between the Village and Willowbrook Town Center, LLC up to the principal amount of TWO MILLION DOLLARS (\$2,000,000.00). Payments on this Developer Note are payable annually on April 30th of each year and from Project Sales Tax received by the Village prior to January 1<sup>st</sup> of such payment year, commencing on April 30, 2020 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 Sales Tax deposited in the Project Sub-Account of the Business District Fund on or prior to the earlier of the Maturity Date. Notwithstanding anything to the contrary contained or implied herein, this Developer Note shall automatically be cancelled and be deemed paid-in-full on 1) the earlier of the Maturity Date, 2) the full payment of the principal balance of the Developer Note, or 3) the natural expiration of the Business District, even if the sum of all payments made on this Developer Note do not satisfy in full the principal balance of this Note.

Any successful claim for credit by an occupant of the Project for erroneously paid Project Sales Tax previously paid to the Registered Owner of the Developer Note that is granted by the Illinois Department of Revenue shall be deducted from the next annual payment on the Developer Note or if the amount of such credit exceeds the next annual payment on the Developer Note or if the Developer Note has been paid in full, shall be rebated by the Registered Owner of the Developer Note to the Village within thirty (30) days' Notice to the Registered Owner of the Developer Note. For the avoidance of doubt, and by way of example only, if an occupant of the Project overpays its

Project Sales Tax by \$10,000 in a given year and that amount is paid to the Registered Owner of the Developer Note, then if the occupant of the Project is successful in a claim for refund of such \$10,000 overpayment, such amount shall be deducted from the next annual payment of the Developer Note, or rebated by the Registered Owner of the Developer Note within thirty (30) days' Notice to the holder of the Developer Note, as appropriate

The 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 payment 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 TWO MILLION DOLLARS (\$2,000,000.00) 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. THE PRINCIPAL AMOUNT OF THIS NOTE SHALL BE DETERMINED IN ACCORDANCE WITH THE TERMS OF THE REDEVELOPMENT AGREEMENT AND IN NO EVENT SHALL THE TOTAL PAYMENTS ON THIS DEVELOPER NOTE EXCEED TWO MILLION DOLLARS (\$2,000,000.00).

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 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 ONE PERCENT (1%) BUSINESS DISTRICT SALES TAX GENERATED BY THE PROJECT AND ON DEPOSIT IN THE PROJECT SUB-ACCOUNT OF THE BUSINESS DISTRICT FUND, 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 THIS DEVELOPER NOTE.**

The Village may prepay this 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 TWO MILLION DOLLARS (\$2,000,000.00) 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 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: WILLOWBROOK TOWN CENTER, LLC

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 \_\_\_\_\_, \_\_\_\_.

**WILLOWBROOK TOWN CENTER, LLC**  
an Illinois 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 Willowbrook Town Center, 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

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

AN ORDINANCE AMENDING SPECIAL USE PERMIT NO. 02-143 AS APPROVED IN ORDINANCE NO. 02-O-06 AND AMENDED IN ORDINANCE NO. 16-O-33 AND GRANTING CERTAIN VARIATIONS FROM THE ZONING ORDINANCE – PC 18-06: 5800 SOUTH HOLMES AVENUE – HOLMES ELEMENTARY SCHOOL ADDITION

**AGENDA NO.** 7**AGENDA DATE:**  
09/24/18**STAFF REVIEW:** Natalie Zine, Planning Consultant**SIGNATURE:** Natalie Zine**LEGAL REVIEW:** Tom Bastian, Village Attorney**SIGNATURE:** THOMAS BASTIAN JR.**RECOMMENDED BY:** Tim Halik, Village Administrator**SIGNATURE:** Tim Halik**REVIEWED & APPROVED BY COMMITTEE:** YES  NO  N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

Holmes Elementary School was originally approved and constructed in DuPage County in 1961 and the first building addition was completed in 1969. In association with a second building addition, the subject property was annexed to the Village of Willowbrook in 2002. A Special Use Permit was granted to allow a school on the subject property, per Section 9-5A-2 of the Village code, and approved variations related to the second building addition. Finally, in 2016 a Special Use Amendment was granted for new modular classrooms to be used for school children of three (3) to five (5) years of age to meet the requirements of the state mandated Individualized Education Plan (IEP) program. At that time the School District was investigating permanent options for the location of the early childhood program; including, but not limited to, construction of a new facility.

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

Maercker School District 60 is requesting approval of a two-story 32,000 square foot addition to the existing school building and improvements to the bus drop area and reworking of the play area and landscaping at Holmes Elementary School, located at 5800 South Holmes Avenue, Clarendon Hills. The existing school currently houses its pre-school program in temporary mobile facilities located on the blacktop area of the building. The first and second grade classrooms are limited in that they follow an open concept with no wall separation, and lack any means of lockdown safety within the classrooms. Additionally, the existing kindergarten classrooms have scheduling conflicts between sessions with the number of students that are in the program.

The two-story addition brings the pre-school program into the building and removes the need of the mobile classrooms, relocates the existing second grade classrooms the second floor of the school addition, and renovates the existing classroom wing to house only the first grade. All of the classrooms would have four walls with secure entries for safety. The addition will take over the majority of the exterior blacktop area which necessitates some additional blacktop expansion. Lastly, the bus drop-off has been extended to bring the buses closer to the rear entrance for drop off. The district shall maintain the same bus count, but the shift to the west primarily is to align better with the student entrance and drop off, and to pull the buses further away from parental traffic.

The Plan Commission discussed the School District's petition at the September 5, 2018 regular meeting of the Plan Commission and voted a unanimous vote of 5-0 of the members present to forward a positive recommendation to the Village Board. Their motion included seven (7) conditions of approval.

**ACTION PROPOSED:** Consideration of Attached Ordinance.

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

AN ORDINANCE AMENDING SPECIAL USE PERMIT NO. 02-143 AS APPROVED IN ORDINANCE NO. 02-O-06 AND AMENDED IN ORDINANCE NO. 16-O-33 AND GRANTING CERTAIN VARIATIONS FROM THE ZONING ORDINANCE – PC 18-06: 5800 SOUTH HOLMES AVENUE – HOLMES ELEMENTARY SCHOOL ADDITION

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WHEREAS, on or about August 15, 2018, Maercker School District 60, as applicant, filed an application with the Village of Willowbrook (“VILLAGE”) affirming that it is the owner of the property legally described as Exhibit “A” attached hereto which is, by this reference, incorporated herein (“SUBJECT REALTY”);and,

WHEREAS, said application requested that the terms and conditions of Special Use Permit No. 02-143 heretofore granted with respect to the SUBJECT REALTY by Ordinance 02-O-06 and as amended by Ordinance 16-O-33, be further amended so as to permit the construction of a two (2) story 32,000 square foot addition on the SUBJECT REALTY; and,

WHEREAS, said application further requested variation in the application of Section 9-5A1-3 Bulk Regulations, Maximum Lot Coverage; Section 9-5A1-3 Bulk Regulations, Maximum Floor Area Ratio; and,

WHEREAS, Notice of Public Hearing on said application was published on or about August 16, 2018, in Chicago Sun-Times, being a newspaper of general circulation within the Village of Willowbrook, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, on the 5<sup>th</sup> day of September, 2018, the Plan Commission of the Village conducted a Public Hearing on said application, all in accordance with the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, the Plan Commission forwarded its recommendations, including its Findings of Fact, in a report dated September 10, 2018 to the Mayor and Board of Trustees on or about September 10, 2018, a copy of which is attached hereto as Exhibit “B” which is, by this reference, incorporated herein; and,

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

SECTION ONE: That Special Use Permit No. 02-143, passed and approved by Ordinance No. 02-O-06 and amended by Ordinance No. 16-O-33, is hereby further amended so as to permit the construction of a two (2) story 32,000 square foot building addition on the SUBJECT REALTY as described in the site plan and application submitted to the Village, subject to the terms and conditions that:

1. Sheet number C1.2 of the engineering plans, "Proposed Improvements for Additions and Remodeling" dated August 7, 2018 shall be revised so that the proposed addition complies with the existing 27' exterior side yard setback.
2. Final engineering plans shall be reviewed and approved by the Village Engineer prior to issuance of a Site Development Permit by the Village of Willowbrook.
3. The applicant shall obtain an NPDES permit from the IEPA to be submitted with final Engineering.
4. All applicable permits and permissions shall be obtained from the Christian Church of Clarendon Hills and the Village of Clarendon Hills prior to the construction of the proposed sidewalk connecting to the Christian Church of Clarendon Hills to the north.
5. The variance granted in Ordinance 16-O-33 stating "that Section 9-10-5(J) of the Village Code of the Village of Willowbrook establishing parking of certain vehicles prohibited be varied to allow nine (9) overnight bus parking stalls on the subject property" shall be terminated, and no overnight parking of buses shall henceforth be allowed on the subject property.
6. Maercker School District shall, in perpetuity, assume sole responsibility for the maintenance, repair, and snow plowing of the right-of-way where the existing and extended bus lane is proposed.
7. The terms of use, maintenance, and improvement of the right-of-way for the extension of the existing bus lane shall be detailed and agreed to by means of an Intergovernmental Agreement (IGA) between Maercker School District and the Village of Willowbrook prior to issuance of a Site Development Permit by the Village of Willowbrook.

SECTION TWO: That the several terms and conditions contained in Special Use Permit No. 02-143, as passed and approved by Ordinance No. 02-O-16, and amended by Ordinance No. 16-O-33, shall, to the extent not expressly modified by the terms and conditions of this Ordinance, remain in full force and effect as therein provided.

SECTION THREE: That section 9-5A1-3(E) of the Village Code of the Village of Willowbrook providing a maximum lot coverage of 30% be varied to allow for a lot coverage of 39.7%.

SECTION FOUR: That section 9-5A1-3(G) of the Village Code of the Village of Willowbrook providing a maximum floor area ratio of 0.30 be varied to allow for a floor area ratio of 0.48.

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

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

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

PASSED and APPROVED this 24th day of September, 2018.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:

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

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

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

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

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT REALTY

LOTS 2 THROUGH 25, BOTH INCLUSIVE, TOGETHER WITH THE SOUTH 1/2 OF VACATED 58TH STREET ADJOINING ON THE NORTH, AND THE NORTH 1/2 OF THE VACATED ALLEY ADJOINING ON THE SOUTH OF SAID LOTS 2 THROUGH 25, BOTH INCLUSIVE, AND LOTS 78 THROUGH 101, BOTH INCLUSIVE, TOGETHER WITH THE SOUTH 1/2 OF THE VACATED ALLEY ADJOINING ON THE NORTH OF SAID LOTS 78 THROUGH 101, BOTH INCLUSIVE, IN THE WOMAN'S SUBDIVISION OF LOT 7 IN HALL'S SUBDIVISION OF THE NORTHWEST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THE WOMAN'S SUBIDIVISION RECORDED APRIL 12, 1892 AS DOCUMENT 48190, IN DU PAGE COUNTY, ILLINOIS.

PINs: 09-14-104-009 and 09-14-104-024

ADDRESS: 5800 South Holmes Avenue, Clarendon Hills, Illinois 60514

EXHIBIT "B"

PLAN COMMISSION RECOMMENDATION AND FINDINGS OF FACT

**Recommendation Letter**

**MEMORANDUM**

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

MEMO FROM: Dan Kopp, Chairman, Plan Commission

DATE: September 6, 2018

SUBJECT: **Zoning Hearing Case 18-06: Holmes Elementary School Addition** – Maercker School District, 5800 South Holmes Avenue, Clarendon Hills, Illinois. Consideration of a petition for approval of an amendment to an existing special use for variations from Title 9 of the Village Code to allow for a 32,000 square foot, two-story addition to the existing Holmes Elementary School building and improvements to the bus drop area in the R-1 Zoning District.

At the regular meeting of the Plan Commission held on September 5, 2018 the above referenced application was discussed and the following motion was made:

**MOTION:** Made by Kaucky seconded by Walec that Based on the submitted petition and testimony presented, I move that the Plan Commission forward its findings of fact to the Mayor and Village Board for special uses and variations as shown in Attachments 1 and 2 of the staff report prepared for the September 5, 2018 Plan Commission for PC 18-06, and recommend approval of an amendment to the existing special use to allow a variation from section 9-5A1-3(E) to allow for a lot coverage of 39.7% and from section 9-5A1-3(G) to allow for a maximum floor area ratio of 0.48%, subject to the following conditions:

1. Sheet number C1.2 of the engineering plans, "Proposed Improvements for Additions and Remodeling" dated August 7, 2018 shall be revised so that the proposed addition complies with the existing 27' exterior side yard setback.
2. Final engineering plans shall be reviewed and approved by the Village Engineer prior to issuance of a Site Development Permit by the Village of Willowbrook.
3. The applicant shall obtain an NPDES permit from the IEPA to be submitted with final Engineering.
4. All applicable permits and permissions shall be obtained from the Christian Church of Clarendon Hills and the Village of Clarendon Hills prior to the construction of the proposed sidewalk connecting to the Christian Church of Clarendon Hills to the north.
5. The variance granted in Ordinance 16-O-33 stating "that Section 9-10-5(J) of the Village Code of the Village of Willowbrook establishing parking of certain vehicles prohibited be varied to allow nine (9) overnight bus parking stalls on the subject property" shall be terminated, and no overnight parking of buses shall henceforth be allowed on the subject property.
6. Maercker School District shall, in perpetuity, assume sole responsibility for the maintenance, repair, and snow plowing of the right-of-way where the existing and extended bus lane is proposed.
7. The terms of use, maintenance, and improvement of the right-of-way for the extension of the existing bus lane shall be detailed and agreed to by means of an Intergovernmental Agreement (IGA) between Maercker School District and the Village of Willowbrook prior to final zoning approval.

ROLL CALL:

AYES: Chairman Kopp, Commissioners Kaucky, Ruffolo, Walec, and Soukup;

NAYS: None.

ABSENT: Commissioner Remkus and Vice Chairman Wagner.

MOTION DECLARED CARRIED

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

DK:nz

EXHIBIT "B" (CONTINUED)

Findings of Fact for Special Use

**FINDINGS OF FACT**

**9-14-4.2: Standards for Special Use**

The Plan Commission shall not recommend and the Board of Trustees shall not grant a Special Use Permit from the regulation of this title unless affirmative findings of fact shall be made as to all of the standards hereinafter set forth, which findings of fact shall be based upon evidence adduced upon the hearing held thereon, that:

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

**Finding:** The Maercker School District affirms that the establishment, maintenance, or operation of the existing special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare. The school district puts a high value on the safety of its students and staff and by extension, the general public. Moreover, the two-story addition brings the pre-school program into the building and removes the need of the mobile classrooms, relocates the existing second grade classrooms the second floor of the school addition, and renovates the existing classroom wing to house only the first grade. All of the classrooms would have four walls with secure entries for safety.

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

**Finding:** The Maercker School District affirms that the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The building addition will maintain the aesthetics and existing setbacks of the existing facility and shall not alter the essential character of the locality.

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

**Finding:** The Maercker School District affirms that the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for use permitted in the district. The special use amendment will not increase student capacity or parent/bus traffic. Rather, it will allow for a better environment to provide more enjoyment to the adjacent properties through better traffic circulation and play spaces.

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

**Finding:** The Maercker School District affirms that adequate and code compliant utilities, access roads, drainage, and/or other necessary facilities have been or are being provided.

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

**Finding:** The Maercker School District affirms that adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. The proposed Use does not represent any significant change to the current traffic or parking routines on the surrounding public streets. The project is designed to further separate bus and parental traffic, and in turn provide better ingress and egress to the school property for daily operations.

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

**Finding:** The Maercker School District affirms that the special use shall in all other respects conform to the applicable regulations of the district in which it is located except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.

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

**Finding:** The Maercker School District affirms that conditions in the area have substantially changed, and at least one year has elapsed since any denial by the Village Board of any prior application for a special use permit that would have authorized substantially the same use of all or part of the site.

EXHIBIT "B" (CONTINUED)

Findings of Fact for Variations

**FINDINGS OF FACT**

**9-14-4.5: Standards for Variations**

The Plan Commission shall not recommend and the Board of Trustees shall not grant variations from the regulation of this title unless affirmative findings of fact shall be made as to all of the standards hereinafter set forth, which findings of fact shall be based upon evidence adduced upon the hearing held thereon, that:

**(A) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district in which it is located.**

**Finding:** The property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district under the current Special Use Permit. The "returns" are defined in this situation in terms of student wellbeing and the school districts' ability to continue to provide a satisfactory educational environment and enhancement education programs. The proposed variance to increase the maximum floor area ratio as well as the maximum lot coverage will allow the school to build the additional permanent space they need to accommodate their existing students.

**(B) The proposed variation will not merely serve as a convenience to the applicant, but will alleviate some demonstrable and unusual hardship which will result if the strict letter of the regulations were carried out and which is not generally applicable to property within the same district.**

**Finding:** The proposed variation will alleviate hardship for classroom space and allow or all the classrooms to be housed within the school building, and to provide proper safe and secure measures for all the students. It will remove the hardship of mobile classrooms and site constraints, and help better serve the community needs in elementary education.

**(C) The alleged hardship has not been created by any person presently having a proprietary interest in the premises.**

**Finding:** The hardship has not been created by any person having a proprietary interest in the school. The school district has no proprietary interest in the property.

**(D) The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood.**

**Finding:** The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood. The building addition will maintain the aesthetics and existing setbacks of the existing facility and shall not alter the essential character of the locality. The current parking agreement with the church will continue to be maintained and the bus drop-off has been extended to bring the buses closer to the rear entrance for drop off. The district shall maintain the same bus count, but the shift to the west

primarily is to align better with the student entrance and drop off, and to pull the buses further away from parental traffic.

**(E) The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, or endanger the public safety.**

**Finding:** The proposed variations will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, substantially increase the danger of fire, or endanger the public safety. The district shall maintain the same bus count and student capacity, and the interior remodel will greatly increase building safety and security.

**(F) The proposed variation will not alter the essential character of the locality. (Ord. 77-O-4, 2-14-1977)**

**Finding:** The proposed variation will not alter the essential character of the locality.

**(G) The proposed variation is in harmony with the spirit and intent of this title. (Ord. 97-O-05, 1-27-1997)**

**Finding:** The proposed variations are in harmony with the spirit and intent of Title 9 of this Code. The proposed variations will allow the school district to better accommodate existing number of students at Holmes Elementary School and further maintain the high standard of education the community it serves has come to expect. The proposed variations will not negatively impact the adjacent properties.



**Village of Willowbrook**  
Staff Report to the Village Board

**Public Hearing Date:** September 5, 2018  
**Village Board Receive:** September 10, 2018  
**Village Board Vote:** September 24, 2018

**Prepared By:** Natalie Zine, Planning Consultant

**Case Title:** **18-06: Holmes Elementary School Addition**, 5800 South Holmes Avenue, Clarendon Hills, Illinois 60514

**Petitioner:** Maercker School District 60, 1 South Cass Avenue, Suite 202, Westmont, IL

**Action Requested:** Consideration of a petition for approval of an amendment to an existing special use for variations from Title 9 of the Village Code to allow a two-story addition to the existing Holmes Elementary School building and improvements to the bus drop area and landscaping, in the R-1 Zoning District

**Location:** Northwest corner of 58<sup>th</sup> Place and Holmes Avenue, south of Christian Church of Clarendon Hills

**Existing Zoning:** R-1 Single Family Residence District

**Existing Land Use:** Elementary School

**Property Size:** 4.13 acres

**Surrounding Land Use:**

Use	Zoning
North Christian Church of Clarendon Hills	OUTSD
South 58 <sup>th</sup> Plaza	58 <sup>th</sup> Plaza
East Holmes Avenue	Holmes Avenue
West Single Family Residential	Unincorporated

**Documents Attached:**

1. Findings of Fact, Special Use
2. Findings of Fact, Variations
3. Legal Description of Subject Property
4. Land Title Survey, prepared by Sean T. Krisch, dated 6/15/2018
5. Site Plan, prepared by CAGE Civil Engineering, dated 8/7/18
6. Architectural Drawings, prepared by ARCON, dated 8/7/18
7. Landscaping Plans, prepared by ARCON, dated 8/7/18
8. Parking Lot Agreement with the Christian Church of Clarendon Hills, dated 6/7/16
9. Title Commitment, prepared by Chicago Title Insurance Company, printed 5/18/18
10. Engineering Cost Estimates, prepared by CAGE Civil Engineering, dated 8/7/18
11. Engineering Plans, prepared by CAGE Civil Engineering, dated 8/7/18
12. Engineering Review Letter, prepared by CAGE Civil Engineering, dated 8/7/18
13. Construction Schedule
14. Special Use Response Letter, prepared by ARCON, dated 8/23/18
15. Variations Letter, prepared by ARCON, dated 8/17/18

**Necessary Action by Plan Commission:** Consideration of Attached Ordinance.



### SITE DESCRIPTION

The property is located at the northwest corner of Holmes Avenue and 58th Place in Willowbrook. Although the property has a Clarendon Hills address, it is incorporated in the Village of Willowbrook. The subject property is bordered by Christian Church of Clarendon Hills to the north (incorporated to Clarendon Hills), unincorporated single family residential to the west, 58th Place to the south, and Holmes Avenue to the east. Land uses across Holmes Avenue and 58th Place include a combination of incorporated and unincorporated single-family residential homes (as shown in Exhibit 2).

**Exhibit 1: Location Map**



The site is a total of 4.13 acres and contains an existing +/- 52,870 sq. ft. building commonly known as Holmes Elementary School (part of Maercker School District 60). The building is used solely for school instruction for children in grades pre-kindergarten through second grade. The property has a lot depth of +/- 603 feet, with +/- 264 feet of frontage along Holmes Avenue and +/- 603 feet of frontage along 58th Place. The main entrance to the building and a school drop-off area is located on the east side of the building off of Holmes Avenue.

**Exhibit 2: Zoning Map**





## **DEVELOPMENT PROPOSAL**

### **Overview**

Maercker School District 60 is requesting approval of a two-story 32,000 square foot addition to the existing school building and improvements to the bus drop area and reworking of the play area and landscaping at Holmes Elementary School, located at 5800 South Holmes Avenue, Clarendon Hills.

The existing school currently houses its pre-school program in temporary mobile facilities located on the blacktop area of the building. The first and second grade classrooms are limited in that they follow an open concept with no wall separation, and lack any means of lockdown safety within the classrooms. Additionally, the existing kindergarten classrooms have scheduling conflicts between sessions with the number of students that are in the program.

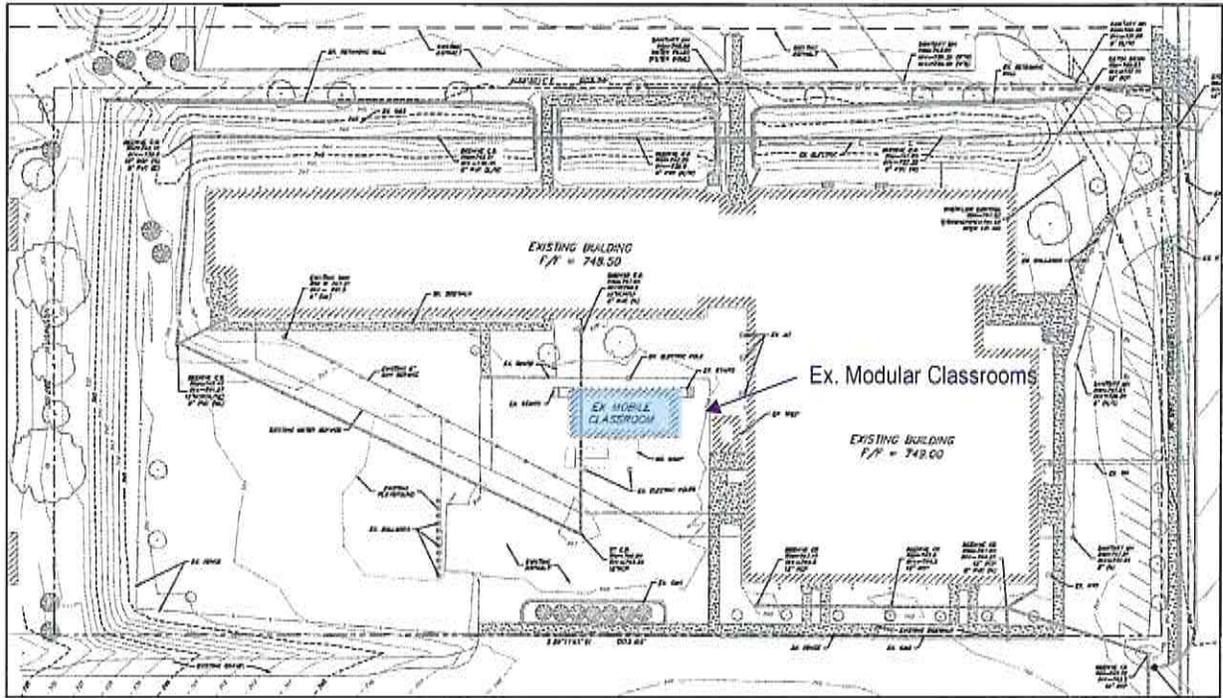
The two-story addition brings the pre-school program into the building and removes the need of the mobile classrooms, relocates the existing second grade classrooms the second floor of the school addition, and renovates the existing classroom wing to house only the first grade. All of the classrooms would have four walls with secure entries for safety. The addition will take over the majority of the exterior blacktop area which necessitates some additional blacktop expansion.

Lastly, the bus drop-off has been extended to bring the buses closer to the rear entrance for drop off. The district shall maintain the same bus count, but the shift to the west primarily is to align better with the student entrance and drop off, and to pull the buses further away from parental traffic.

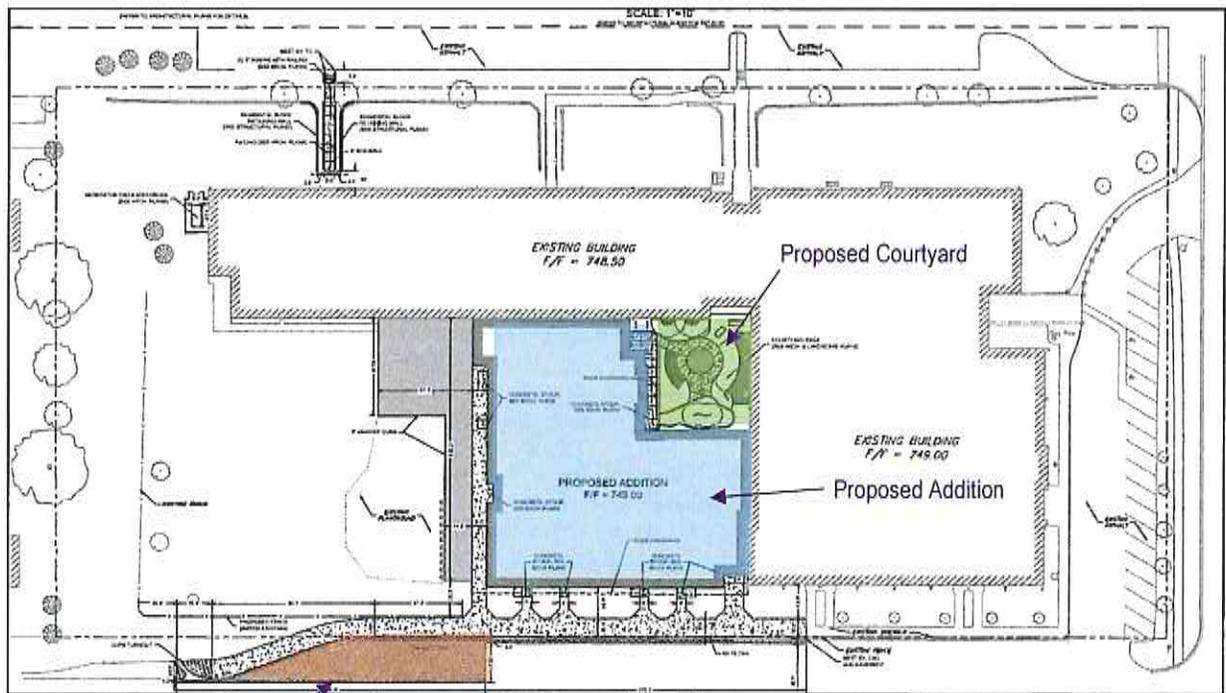
The proposed addition ties directly to the safety and security of the students of Holmes School and addresses the curriculum needs of the school district. The scope of work was established by community engagement sessions and ultimately became a referendum ballot question in March which was voted favorably by the community.



**Exhibit 3: Existing Conditions**



**Exhibit 4: Proposed Site Plan**





## BACKGROUND

### Property History & Special Use

Holmes Elementary School was originally approved and constructed in DuPage County in 1961 and the first building addition was completed in 1969. In association with a second building addition, the subject property was annexed to the Village of Willowbrook in 2002. A Special Use Permit was granted to allow a school on the subject property, per Section 9-5A-2 of the Village code, and approved variations related to the second building addition.

#### Timeline:

1961 - Approval through DuPage County and Initial Construction

1969 - First Building Addition

2002 - Annexation to the Village of Willowbrook (02-R-25, 02-O-05)

- Special Use Approval (02-O-06)

- Plat of Easement (02-R-26)

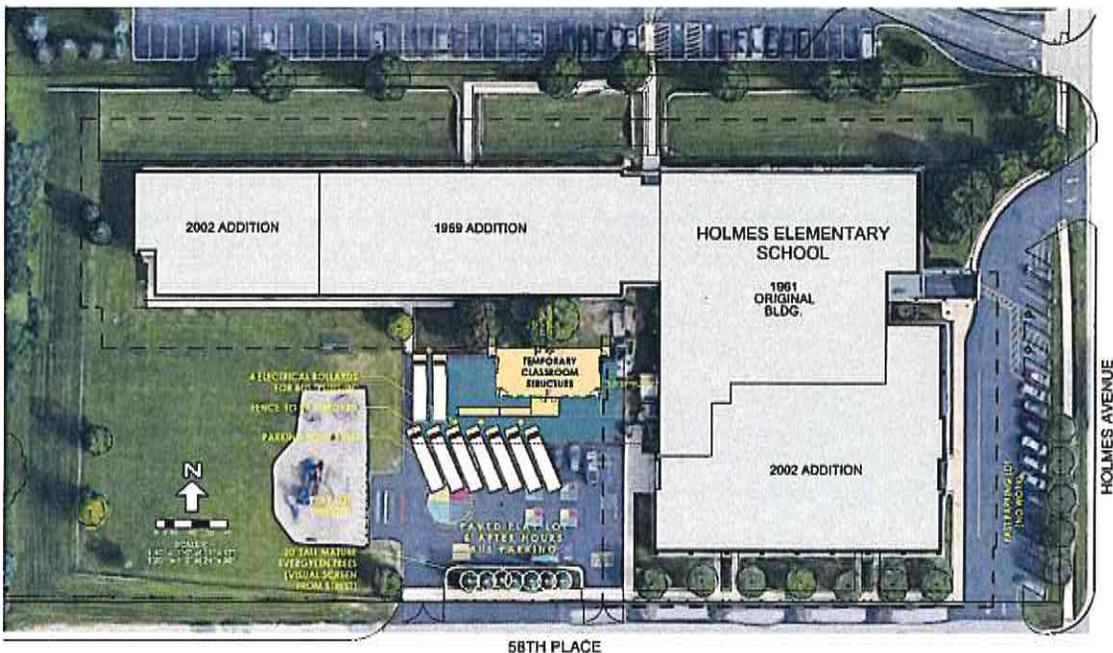
- Second Building Addition

2016 - Special Use Amendment for Modular Classrooms

### Modular Classrooms

In 2016 the Maercker School District applied for and was granted approval of new modular classrooms to be used for school children of three (3) to five (5) years of age to meet the requirements of the state mandated Individualized Education Plan (IEP) program. At that time the School District was investigating permanent options for the location of the early childhood program; including, but not limited to, construction of a new facility.

### Exhibit 5: Property/Development History





## Previously Approved Variations

### Ord. No. 02-O-06

AN ORDINANCE GRANTING A SPECIAL USE PERMIT AND GRANTING CERTAIN VARIATIONS FROM THE ZONING ORDINANCE - BOARD OF EDUCATION OF MAERCKER SCHOOL DISTRICT NO. 60 - 5800 HOLMES AVENUE

- (A) Section 9-5A-3(D)3, R-1 District Bulk Regulations, Required Minimum Exterior Side Yard Setback, to permit a reduction in the required minimum exterior side yard setback to twenty-seven feet (27').
- (B) Section 9-10-5(G), Off-Street Parking in Yards, Impervious Surface Setback within a Required Front and Exterior Side Yard, to permit a reduction in the required minimum impervious surface setback for parking and drives to five feet (5') within the front yard and to zero feet (0') within the exterior side yard.
- (C) Section 9-10-5(L)2(e), Off-Street Parking, Access Drive Spacing, to permit a reduction in the required minimum centerline spacing to one hundred and two feet (102').
- (D) Section 9-10-5(L)2(f), Off-Street Parking, Access Drive Separation, to permit a reduction in the required minimum distance from perimeter edge to adjacent street right-of-way on a corner lot to twenty-two feet (22').
- (E) Section 9-12-4(D)2(i), Accessory Uses, Fence Regulations, to permit an increase in the permitted maximum height of an ornamental fence located anywhere on a lot of an institutional use to eight feet (8') and elimination of the decorative design standard to permit chain link construction.
- (F) Section 9-12-4(D)2(n), Accessory Uses, Wall Regulations, to permit a reduction in the required minimum wall setback within a required interior side yard to seven feet (7').

### Ord. No. 16-O-33

AN ORDINANCE AMENDING SPECIAL USE PERMIT NO. 02-143 AS APPROVED IN ORDINANCE NO. 02-0-06 AND GRANTING CERTAIN VARIATIONS FROM THE ZONING ORDINANCE - PC 16-10: 5800 SOUTH HOLMES AVENUE - HOLMES ELEMENTARY SCHOOL TEMPORARY MODULAR CLASSROOMS

- (A) That Section 9-10-5(B) of the Village Code of the Village of Willowbrook establishing the location of required accessory off street parking be varied to allow off-site parking on an adjacent lot with an existing use.
- (B) That Section 9-10-5(K) of the Village Code of the Village of Willowbrook establishing the minimum number of accessory off-street parking spaces for an elementary school be varied by reducing same from one (1) space per employee to sixteen (16) spaces.
- (C) That Section 9-10-5(J) of the Village Code of the Village of Willowbrook establishing parking of certain vehicles prohibited be varied to allow nine (9) overnight bus parking stalls on the subject property.



**STAFF ANALYSIS**

**Bulk Requirements**

The property is zoned R-1 (with a Special Use). A detailed discussion of important bulk exceptions and variations as it relates to the building addition is provided below.

1. Minimum Lot Area. The minimum lot area for a public or private Elementary School is five (5) acres plus one acre per one hundred (100) students designed enrollment capacity. The site was annexed into the Village with only 4.13 acres.
2. Minimum Lot Width. For all other uses: One hundred fifty feet (150'). The subject property meets this requirement at two-hundred and sixty-four feet (264').
3. Minimum Lot Depth. For all uses: One hundred fifty feet (150'). The subject property meets this requirement at six-hundred and three feet (603').
4. Building Setbacks. The required and proposed minimum setbacks are shown in Table 1 below. The proposed building addition is in conformance with the Village's required R-1 District front, interior side, and rear yard setback requirements.

**Table 1:** Building Setbacks

Yard	Description	Required	Provided	Variance
Front	From Holmes Avenue	Min. 60'	66.4'	none
Interior Side	From Christian Church of CH	Min. 15'	55'	none
Exterior Side	From 58th Place	Min. 27' (Ord. 02-O-06)	*26.8'	none
Rear	From unincorporated residential	Min. 50'	82'	none

*\*Applicant has indicated that the proposed setback of 26.8' as indicated on the Site Layout Plan will be modified to comply with the existing variance of 27' pursuant to Ordinance 02-O-06.*

5. Maximum Lot Coverage. Maximum lot coverage in the R-1 zoning district is 30%. The 71,255 square foot are of the total building footprint after the addition equates to 39.7% coverage, or 9.7% over the maximum. **A variance will be required.**
6. Height. Maximum height of a building/structure in the R-1 zoning district is 35'. The total height of the building addition will not exceed thirty feet (30').
7. Maximum Floor Area Ratio. Maximum FAR is 0.3 or 30% of the total site area. The subject property is 4.13 acres, or 179,902.8 SF. The maximum FAR would therefore be 53,970.84 SF (0.3 x 179,902.8). The total floor area for the school building is proposed to be 85,882 SF, which is 0.48% or 18% above the maximum allowance. **A variance will be required.**
8. Pavement Setbacks. No new off-street parking lots or drives are proposed. The existing playground will remain as-is with some new asphalt west of the addition, northeast of the playground.



### **Overnight Bus Parking**

Maercker School District currently provides nine (9) overnight bus parking stalls on the paved area off of 58<sup>th</sup> Place. Maercker School District's original plan was to relocate the buses to another Maercker School District 60 location however, the School District had a difficult time finding an alternate parking location within the tight timeframe. Maercker School District therefore proposed retaining the existing overnight bus parking on the paved play area at Holmes School, relocating the stalls just south of their original location to accommodate the proposed modular classrooms.

With the 32,000 square foot addition proposed, the existing bus lane will be extended west to better align with the new student entrance of the addition. The old blacktop area is where students lined up to enter, and now that same area has shifted west. This will help further separate the buses from the parental traffic in the east parking lot. There is no current plan to add additional buses for school operation.

Ordinance No. 16-O-33 permitted a variance from Section 9-10-5(J) to allow nine (9) overnight bus parking stalls on the subject property. Due to the new addition and lack of extra space, this variance shall no longer be in effect. As a condition of this improvement, all on-site overnight bus parking will be moved to the Middle School. No over-night bus parking will be permitted on the Holmes Elementary School site from this point on.

### **Fence**

The existing chain link fence will be maintained along the western edge of the property and a new matching fence is proposed to replace the existing portion along the southern property line. Pursuant to Ordinance No. 02-O-06, the maximum height of an ornamental fence located anywhere on the site shall be eight feet (8') and a chain link fence is permissible.

### **Utilities**

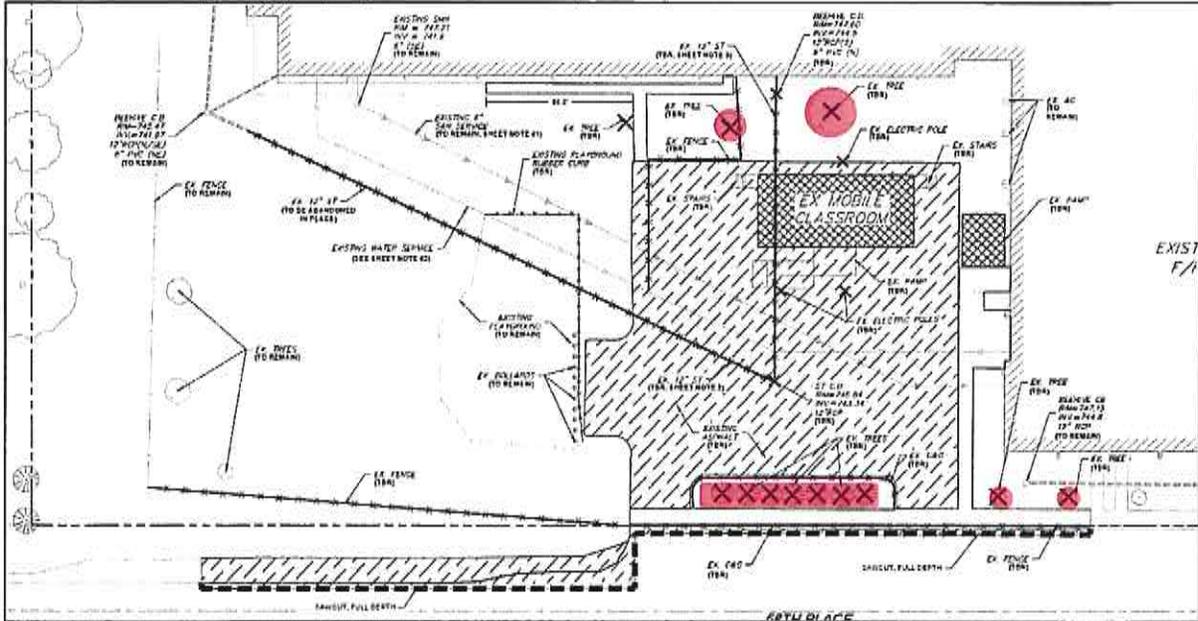
The applicant is not proposing any new sanitary, water, or electric infrastructure to service the building addition.

### **Landscaping**

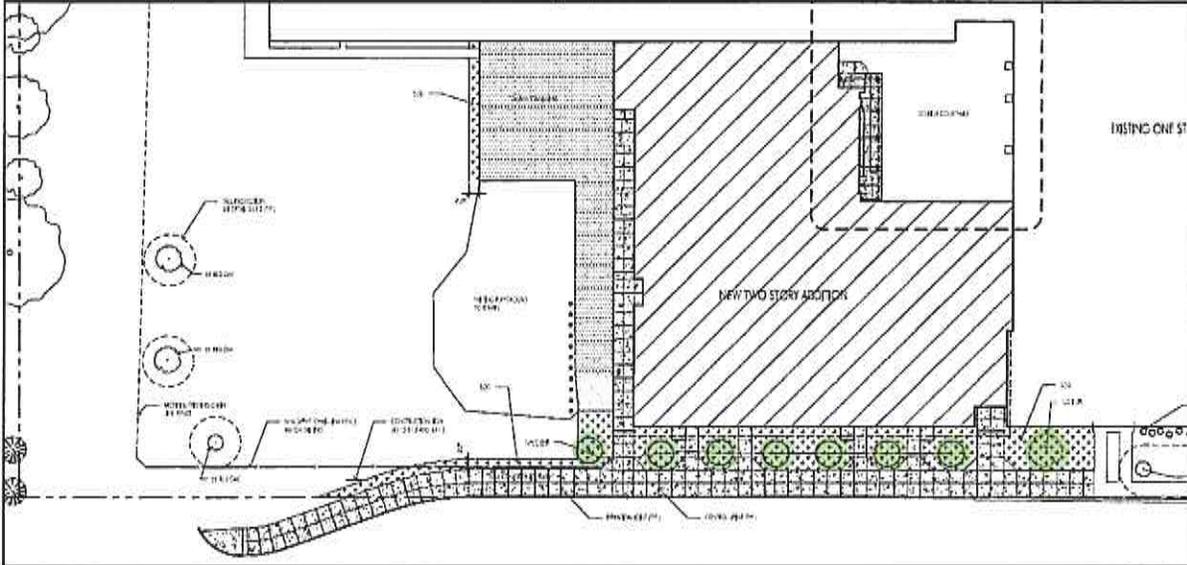
The construction of the Holmes School Addition will result in the removal of eleven (11) trees, to be replaced by seven (7) ornamental trees and one (1) shade trees – eight (8) total, not including the proposed courtyard landscaping. In addition to the perimeter tree plantings, the new addition includes a courtyard to be heavily landscaped.



**Exhibit 6: Existing Landscaping – Tree Removal (11 total)**



**Exhibit 7: Proposed Replacement Tree Plantings (8 total)**



**Appropriateness of Use**

The current use on the subject property is Holmes Elementary School, the proposed use is not changing. The special use amendment requested is only to construct an addition onto the school building and to improve the bus lane to better accommodate the needs of the current students.



### **Summary of New Variances Requested**

The purpose of this public hearing is to consider a petition requesting approval of an amendment to an existing special use for the following variations:

- 1) That section 9-5A1-3(E) "Maximum Lot Coverage" be varied to allow for a Lot Coverage of 39.7%.
- 2) That section 9-5A1-3(G) "Maximum Floor Area Ratio" be varied to allow for a Floor Area Ratio of 0.48%.

The variations proposed by the new scope of work directly relate to non-conforming conditions already implemented on the existing site. The school requires these variations to allow for all the classrooms to be housed within the school building, and to provide proper safe and secure measures for all the students at Maercker School District 60. It will remove the hardship of mobile classrooms and site constraints, and help better serve the community needs in elementary education. It also maintains the aesthetics and existing setbacks of the existing facility and shall not alter the essential character of the locality.

### **Recommended Conditions for Approval**

Staff recommends the following conditions for approval of the Special Use Amendment and request for variations.

1. Sheet number C1.2 of the engineering plans, "Proposed Improvements for Additions and Remodeling" dated August 7, 2018 shall be revised so that the proposed addition complies with the existing 27' exterior side yard setback.
2. Final engineering plans shall be reviewed and approved by the Village Engineer prior to issuance of a Site Development Permit by the Village of Willowbrook.
3. The applicant shall obtain an NPDES permit from the IEPA to be submitted with final Engineering.
4. All applicable permits and permissions shall be obtained from the Christian Church of Clarendon Hills and the Village of Clarendon Hills prior to the construction of the proposed sidewalk connecting to the Christian Church of Clarendon Hills to the north.
5. The variance granted in Ordinance 16-O-33 stating "that Section 9-10-5(J) of the Village Code of the Village of Willowbrook establishing parking of certain vehicles prohibited be varied to allow nine (9) overnight bus parking stalls on the subject property" shall be terminated, and no overnight parking of buses shall henceforth be allowed on the subject property.
6. Maercker School District shall, in perpetuity, assume sole responsibility for the maintenance, repair, and snow plowing of the right-of-way where the existing and extended bus lane is proposed.
7. The terms of use, maintenance, and improvement of the right-of-way for the extension of the existing bus lane shall be detailed and agreed to by means of an Intergovernmental Agreement (IGA) between Maercker School District and the Village of Willowbrook prior to final zoning approval.



### **Standards for Special Use Permit**

Section 9-14-5.2 of the Willowbrook Zoning Ordinance establishes seven (7) standards for a Special Use Permit that must be evaluated by the Plan Commission and Village Board. Recommendations may include conditions of approval if appropriate to mitigate any negative impacts created by the special use permit. The applicant's responses are provided in Attachment (1).

### **Standards for Variations**

Section 9-14-4.5 of the Willowbrook Zoning Ordinance establishes seven (7) standards for variations that must be evaluated by the Plan Commission and Village Board. Recommendations may include conditions of approval if appropriate to mitigate any negative impacts created by the variations. The applicant's responses are provided in Attachment (2).

### **Staff Recommendation**

Staff supports the requested special use amendment and variances and recommends the Plan Commission approve the following sample motion:

The following motion made by Kaucky was seconded by Walec and approved unanimous 5-0 roll call vote of the members present:

Based on the submitted petition and testimony presented, I move that the Plan Commission forward its findings of fact to the Mayor and Village Board for special uses and variations as shown in Attachments 1 and 2 of the staff report prepared for the September 5, 2018 Plan Commission for PC 18-06, and recommend approval of an amendment to the existing special use to allow a variation from section 9-5A1-3(E) to allow for a lot coverage of 39.7% and from section 9-5A1-3(G) to allow for a maximum floor area ratio of 0.48%, subject to the following conditions:

1. Sheet number C1.2 of the engineering plans, "Proposed Improvements for Additions and Remodeling" dated August 7, 2018 shall be revised so that the proposed addition complies with the existing 27' exterior side yard setback.
2. Final engineering plans shall be reviewed and approved by the Village Engineer prior to issuance of a Site Development Permit by the Village of Willowbrook.
3. The applicant shall obtain an NPDES permit from the IEPA to be submitted with final Engineering.
4. All applicable permits and permissions shall be obtained from the Christian Church of Clarendon Hills and the Village of Clarendon Hills prior to the construction of the proposed sidewalk connecting to the Christian Church of Clarendon Hills to the north.
5. The variance granted in Ordinance 16-O-33 stating "that Section 9-10-5(J) of the Village Code of the Village of Willowbrook establishing parking of certain vehicles prohibited be varied to allow nine (9) overnight bus parking stalls on the subject property" shall be terminated, and no overnight parking of buses shall henceforth be allowed on the subject property.
6. Maercker School District shall, in perpetuity, assume sole responsibility for the maintenance, repair, and snow plowing of the right-of-way where the existing and extended bus lane is proposed.
7. The terms of use, maintenance, and improvement of the right-of-way for the extension of the existing bus lane shall be detailed and agreed to by means of an Intergovernmental Agreement (IGA) between Maercker School District and the Village of Willowbrook prior to final zoning approval.



Attachment 1

Special Use Standards and Findings for PC 18-06 Holmes School Addition

**9-14-4.2: Standards for Special Use**

The Plan Commission shall not recommend and the Board of Trustees shall not grant a Special Use Permit from the regulation of this title unless affirmative findings of fact shall be made as to all of the standards hereinafter set forth, which findings of fact shall be based upon evidence adduced upon the hearing held thereon, that:

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

**Finding:** The Maercker School District affirms that the establishment, maintenance, or operation of the existing special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare. The school district puts a high value on the safety of its students and staff and by extension, the general public. Moreover, the two-story addition brings the pre-school program into the building and removes the need of the mobile classrooms, relocates the existing second grade classrooms the second floor of the school addition, and renovates the existing classroom wing to house only the first grade. All of the classrooms would have four walls with secure entries for safety.

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

**Finding:** The Maercker School District affirms that the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The building addition will maintain the aesthetics and existing setbacks of the existing facility and shall not alter the essential character of the locality.

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

**Finding:** The Maercker School District affirms that the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for use permitted in the district. The special use amendment will not increase student capacity or parent/bus traffic. Rather, it will allow for a better environment to provide more enjoyment to the adjacent properties through better traffic circulation and play spaces.



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

**Finding:** The Maercker School District affirms that adequate and code compliant utilities, access roads, drainage, and/or other necessary facilities have been or are being provided.

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

**Finding:** The Maercker School District affirms that adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. The proposed Use does not represent any significant change to the current traffic or parking routines on the surrounding public streets. The project is designed to further separate bus and parental traffic, and in turn provide better ingress and egress to the school property for daily operations.

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

**Finding:** The Maercker School District affirms that the special use shall in all other respects conform to the applicable regulations of the district in which it is located except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.

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

**Finding:** The Maercker School District affirms that conditions in the area have substantially changed, and at least one year has elapsed since any denial by the Village Board of any prior application for a special use permit that would have authorized substantially the same use of all or part of the site.



Attachment 2

Variation Standards and Findings for PC 18-06 Holmes School Addition

**9-14-4.5: Standards for Variations**

The Plan Commission shall not recommend and the Board of Trustees shall not grant variations from the regulation of this title unless affirmative findings of fact shall be made as to all of the standards hereinafter set forth, which findings of fact shall be based upon evidence adduced upon the hearing held thereon, that:

- (A) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district in which it is located.**

**Finding:** The property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district under the current Special Use Permit. The "returns" are defined in this situation in terms of student wellbeing and the school districts' ability to continue to provide a satisfactory educational environment and enhancement education programs. The proposed variance to increase the maximum floor area ratio as well as the maximum lot coverage will allow the school to build the additional permanent space they need to accommodate their existing students.

- (B) The proposed variation will not merely serve as a convenience to the applicant, but will alleviate some demonstrable and unusual hardship which will result if the strict letter of the regulations were carried out and which is not generally applicable to property within the same district.**

**Finding:** The proposed variation will alleviate hardship for classroom space and allow or all the classrooms to be housed within the school building, and to provide proper safe and secure measures for all the students. It will remove the hardship of mobile classrooms and site constraints, and help better serve the community needs in elementary education.

- (C) The alleged hardship has not been created by any person presently having a proprietary interest in the premises.**

**Finding:** The hardship has not been created by any person having a proprietary interest in the school. The school district has no proprietary interest in the property.

- (D) The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood.**

**Finding:** The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood. The building addition will maintain the aesthetics and existing setbacks of the existing facility and shall not alter the essential character of the locality. The current parking agreement with the church will continue to be maintained and the bus drop-off has been extended to bring the buses closer to the rear



entrance for drop off. The district shall maintain the same bus count, but the shift to the west primarily is to align better with the student entrance and drop off, and to pull the buses further away from parental traffic.

- (E) The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, or endanger the public safety.**

**Finding:** The proposed variations will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, substantially increase the danger of fire, or endanger the public safety. The district shall maintain the same bus count and student capacity, and the interior remodel will greatly increase building safety and security.

- (F) The proposed variation will not alter the essential character of the locality. (Ord. 77-O-4, 2-14-1977)**

**Finding:** The proposed variation will not alter the essential character of the locality.

- (G) The proposed variation is in harmony with the spirit and intent of this title. (Ord. 97-O-05, 1-27-1997)**

**Finding:** The proposed variations are in harmony with the spirit and intent of Title 9 of this Code. The proposed variations will allow the school district to better accommodate existing number of students at Holmes Elementary School and further maintain the high standard of education the community it serves has come to expect. The proposed variations will not negatively impact the adjacent properties.



Attachment 3

Legal Description of Subject Property

LOTS 2 THROUGH 25, BOTH INCLUSIVE, TOGETHER WITH THE SOUTH 1/2 OF VACATED 58TH STREET ADJOINING ON THE NORTH, AND THE NORTH 1/2 OF THE VACATED ALLEY ADJOINING ON THE SOUTH OF SAID LOTS 2 THROUGH 25, BOTH INCLUSIVE, AND LOTS 78 THROUGH 101, BOTH INCLUSIVE, TOGETHER WITH THE SOUTH 1/2 OF THE VACATED ALLEY ADJOINING ON THE NORTH OF SAID LOTS 78 THROUGH 101, BOTH INCLUSIVE, IN THE WOMAN'S SUBDIVISION OF LOT 7 IN HALL'S SUBDIVISION OF THE NORTHWEST ¼ FO SECTION 14, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THE WOMAN'S SUBDIVISION RECORDED APRIL 12, 1892 AS DOCUMENT 48190, IN DU PAGE COUNTY, ILLINOIS.



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Attachment 4

Land Title Survey, prepared by Sean T. Krisch, dated 6/15/2018





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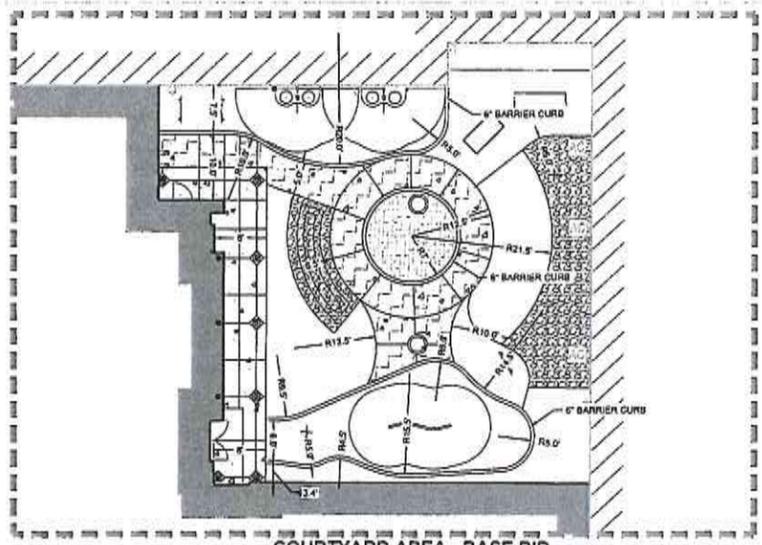
Attachment 5

Site Plan, prepared by CAGE Civil Engineering, dated 8/7/18

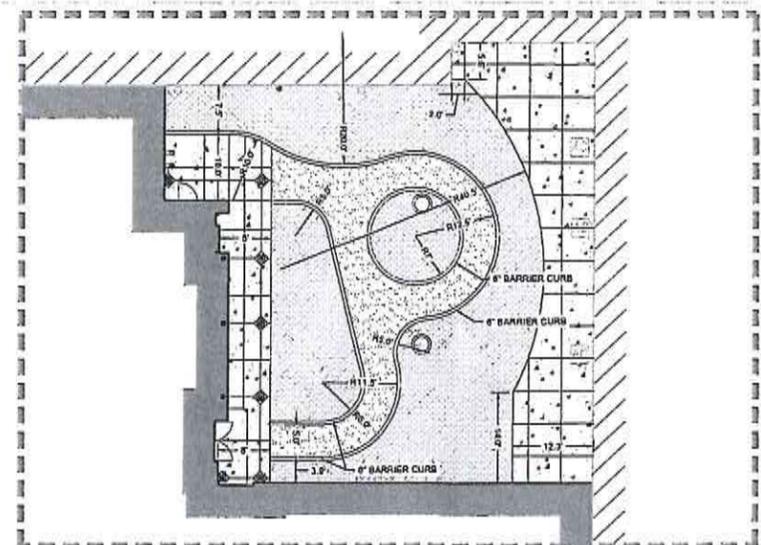
REVISIONS		
No.	Date	By

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 Issue Date:  
 AUGUST 7, 2018  
 Drawn by:  
 MPS  
 Sheet title  
 SITE LAYOUT PLAN  
 Sheet Number

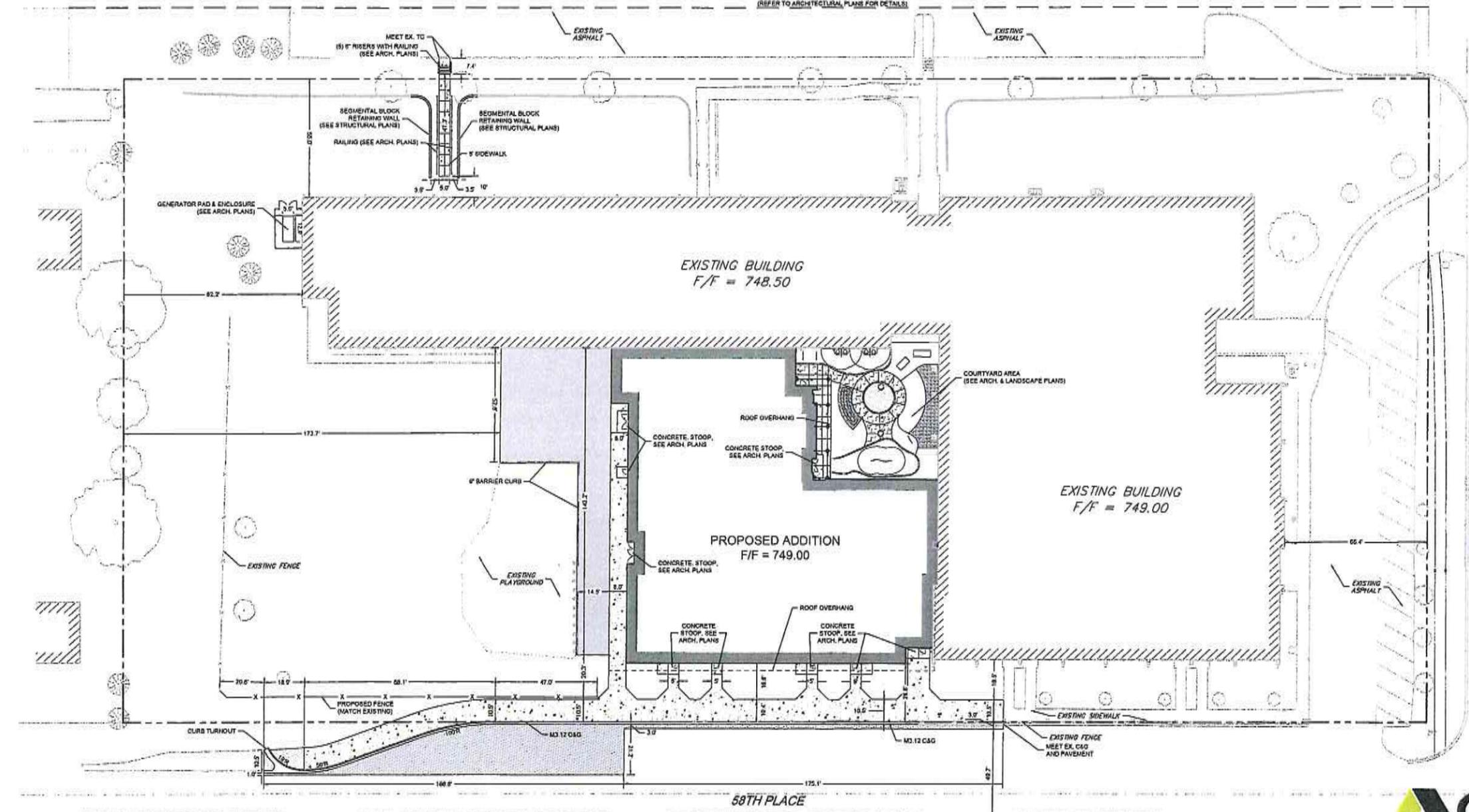
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	GRAVEL
	STANDARD DUTY BITUMINOUS PAVEMENT
	HEAVY DUTY BITUMINOUS PAVEMENT



**COURTYARD AREA - BASE BID**  
 SCALE: 1"=10'  
 (REFER TO ARCHITECTURAL PLANS FOR DETAILS)



**COURTYARD AREA - ALTERNATE BID**  
 SCALE: 1"=10'  
 (REFER TO ARCHITECTURAL PLANS FOR DETAILS)



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Attachment 6

Architectural Drawings, prepared by ARCON, dated 8/7/18

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- ### GENERAL WORK NOTES - ALL SHEETS
1. RUM ALL LIGHT/GLOBE BEAMS PARALLEL TO THE UNDERSIDE OF THE ROOF (A110). SEE SHEET A12.
  2. SEE SHEET A12 FOR CONDITIONS WHERE STEEL BEAMS, BRACED, OR OTHER FRAMED PERIPHERAL CONCRETE BLOCK WALLS, AT AREAS WITH EXPOSED CEILING ARE TO BE INSTALLED WITH 2" OF 1/2" GYPSUM BOARD AROUND PERIPHERY OF ALL WALLS. OVERLAP CONCRETE BLOCK BY 2". THE WALL SHALL HAVE CONCRETE HEAD, FINISH, GASKET AT WALL AND FINISH SAME COLOR AS THE WALL.
  3. SEE SHEET A12 FOR CONDITIONS WHERE MECHANICAL AND ELECTRICAL PERIPHERAL CONCRETE PERIPHERAL CONCRETE BLOCK WALLS.
  4. ALL EXPOSED CORNERS OF CONCRETE BLOCK PARTITIONS THROUGHOUT SHALL BE MATCH-CORNER UNLESS NOTED OTHERWISE.
  5. ALL FIRE CHASES SHALL BE CONSTRUCTED OF 4" CONCRETE BLOCK U-10.
  6. ALL JUNCTION VENTS ARE TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND MUST BE LAD OUT AS SUCH.
  7. FOR TYPES OF FIRE RESISTANCE AND CURVES, SEE SPECIFICATIONS AND SHEET A13.
  8. STEEL CHAIR BRACKETS TO BE INSTALLED AT ALL WALLS TO BE USED TO RECEIVE CHAIRING THE REINFORCING BARS.
  9. WHERE CONCRETE BLOCK BEARING WALLS EXIST TO THE RIGHT OR UNDERSIDE OF THE FLOOR OR ROOF DECK, ALL JOINTS BETWEEN DECK AND WALL WITH FASTENED SHEET PILING SHALL BE STRUCTURAL DOCUMENTS.
  10. FINISH CONCRETE FLOORS TO FLOOR FINISH AND 1/4" PER FOOT TYPICAL.
  11. IT IS THE RESPONSIBILITY OF EACH CONTRACTOR TO COORDINATE THEIR WORK WITH OTHER TRADES, RELATING TO THE CONSTRUCTION SEQUENCE.
  12. FURNISH AND INSTALL VENT TERMINALS AT ALL VENTS THROUGH FLOOR AND WALLS. SET TERMINALS AT THE FINISH TOP OF JOIST OR AS SPECIFIED BY THE MANUFACTURER.
  13. ALL VENT BASES SHALL BE LOCATED AT THE OUTSIDE OF WALLS UNLESS OTHERWISE NOTED BY THE CONTRACTOR. STRIKING WALLS, FLOORS, VERTICAL CURBS, AND WALLS AT CURBS, CONCRETE CURBS, ETC.
  14. ALL DOOR FRAMES SHALL BE FINISHED IN ACCORDANCE WITH THE FINISH WALLS AS SPECIFIED BY OWNER.
  15. GROUT ALL HOLLOW METAL FRAMES TO MAKE THEM SOLID. THIS INCLUDES ALL VERTICAL AND HORIZONTAL SECTIONS OF FRAMES AND BOLTED LIGHT FRAMES.
  16. SEE SIGNAGE ELEVATIONS SHEET A13 FOR EXTENT OF SIGNAGE AND PLAQUES REQUIRED.

Room No.	Room Name
A100	MULTI-PURPOSE
A100A	STORAGE
A100B	STORAGE
A101	STORAGE
A102	OFFICE
A102A	OFFICE
A103	OFFICE
A104	OFFICE
A105	OFFICE
A106	OFFICE
A107	OFFICE
A108	OFFICE
A109	OFFICE
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A299	OFFICE
A300	OFFICE



**ADDITIONS & REMODELING**

HOLMES ELEMENTARY SCHOOL

5000 Holmes Avenue  
Clarendon Hills  
Illinois 60514

for the  
Mower School  
District 60

16 Cass Avenue Suite 203  
Westmont  
Illinois 60559

**BID SET**

REVISIONS	No.	Date	By

Project Number:  
**16024**

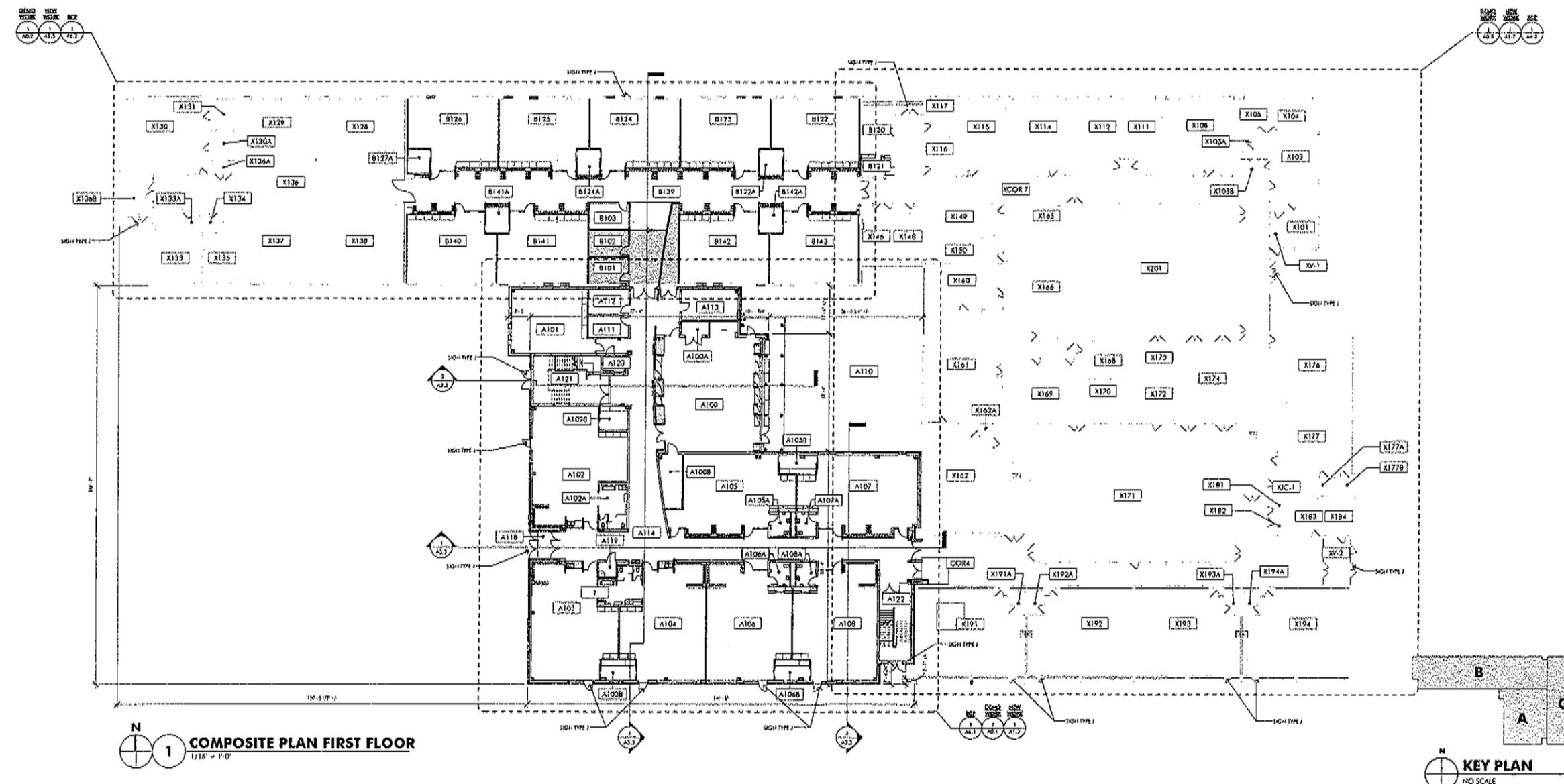
Issue Date:  
**August 7, 2018**

Drawn by:  
Arcon

Sheet Title:  
**COMPOSITE PLAN FIRST FLOOR**

Sheet Number:

**A1.1**



**COMPOSITE PLAN FIRST FLOOR**  
1/16" = 1'-0"

**KEY PLAN**  
NO SCALE

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ROOM INDEX-SECOND FLOOR	
Room No.	Room Name
A201	OFFICE
A202	CLASSROOM
A203	CLASSROOM
A204	CLASSROOM
A205	CLASSROOM
A206	CLASSROOM
A207	CLASSROOM
A208	CLASSROOM
A209	CLASSROOM
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A231	STORAGE
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A233	STORAGE
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A235	STORAGE
A236	STORAGE
A237	STORAGE



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 architects  
 construction managers  
 roof & masonry consultants  
 landscape architects  
 2030 South Daley Road, Suite 40  
 Lombard, Illinois 60148  
 pr: 630.495.1900  
 www.arconco.com

**ADDITIONS & REMODELING**  
 47  
**HOLMES ELEMENTARY SCHOOL**  
 8800 Holmes Avenue  
 Clarendon Hills  
 Illinois 60514

for the  
 Meeker School  
 District 60  
 1 S. Cass Avenue Suite 309  
 Westmont  
 Illinois 60559

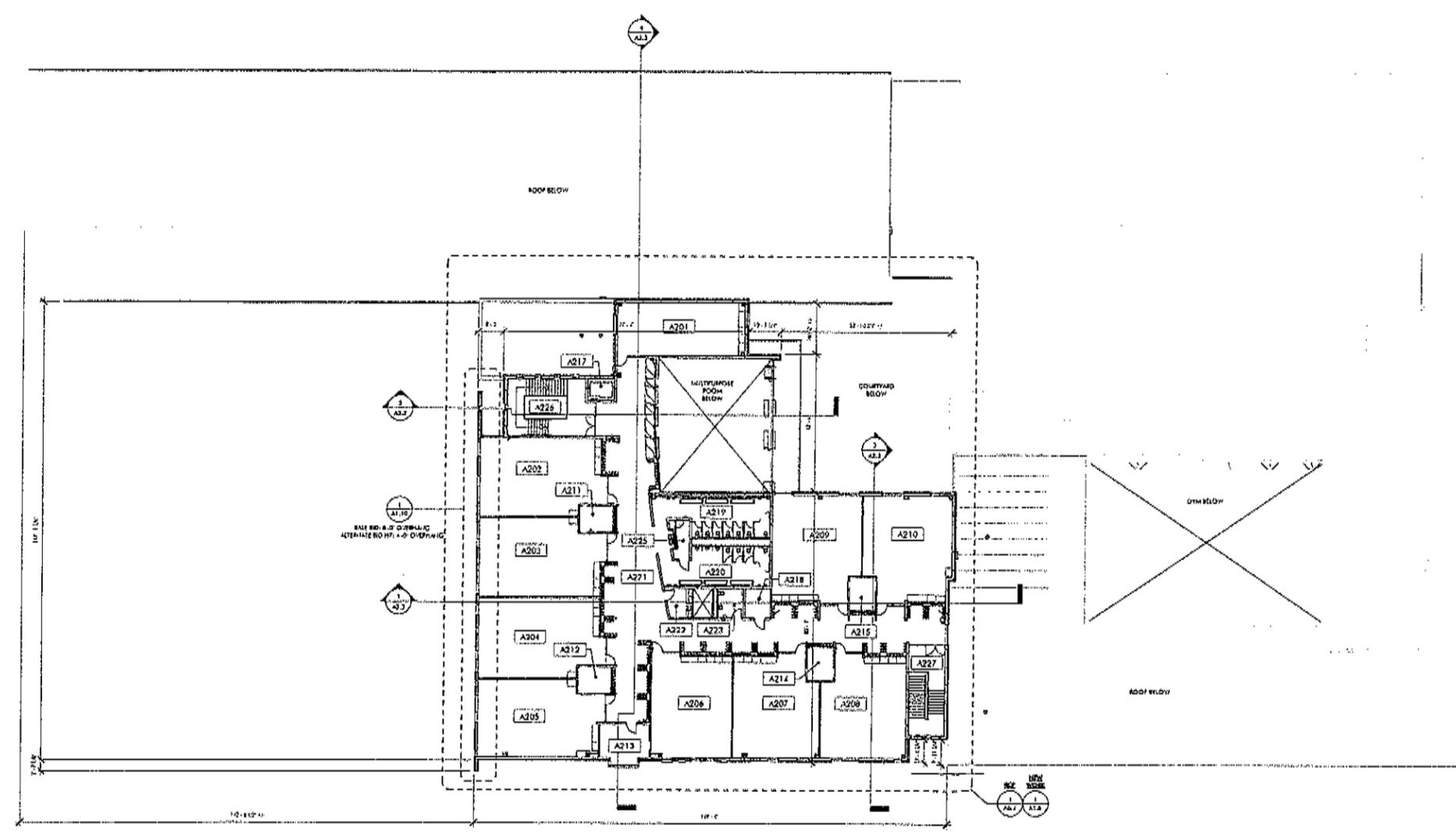
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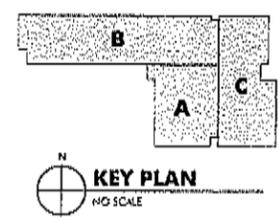
No.	Date	By

Project Number  
**18024**  
 Issue Date  
**August 7, 2018**  
 Drawn by  
 arcon  
 Sheet Title  
**SEPARATE PLAN SECOND FLOOR**  
 Sheet Number

**A1.2**



**1 COMPOSITE PLAN SECOND FLOOR**  
 1/16" = 1'-0"







ARCON  
 ARCHITECTS  
 construction managers  
 roof & masonry consultants  
 landscape architects  
 2010 South Oakley Road, Suite 40  
 Lombard, Illinois 60148  
 P: 630 405 1900  
 www.arconarch.com

**ADDITIONS & REMODELING**

HOLMES ELEMENTARY  
 SCHOOLS  
 8800 Holmes Avenue  
 Glenview, Illinois 60024

for the  
 Moorpark School  
 District #60  
 1 S. Cass Avenue Suite 202  
 Westmont  
 Illinois 60559

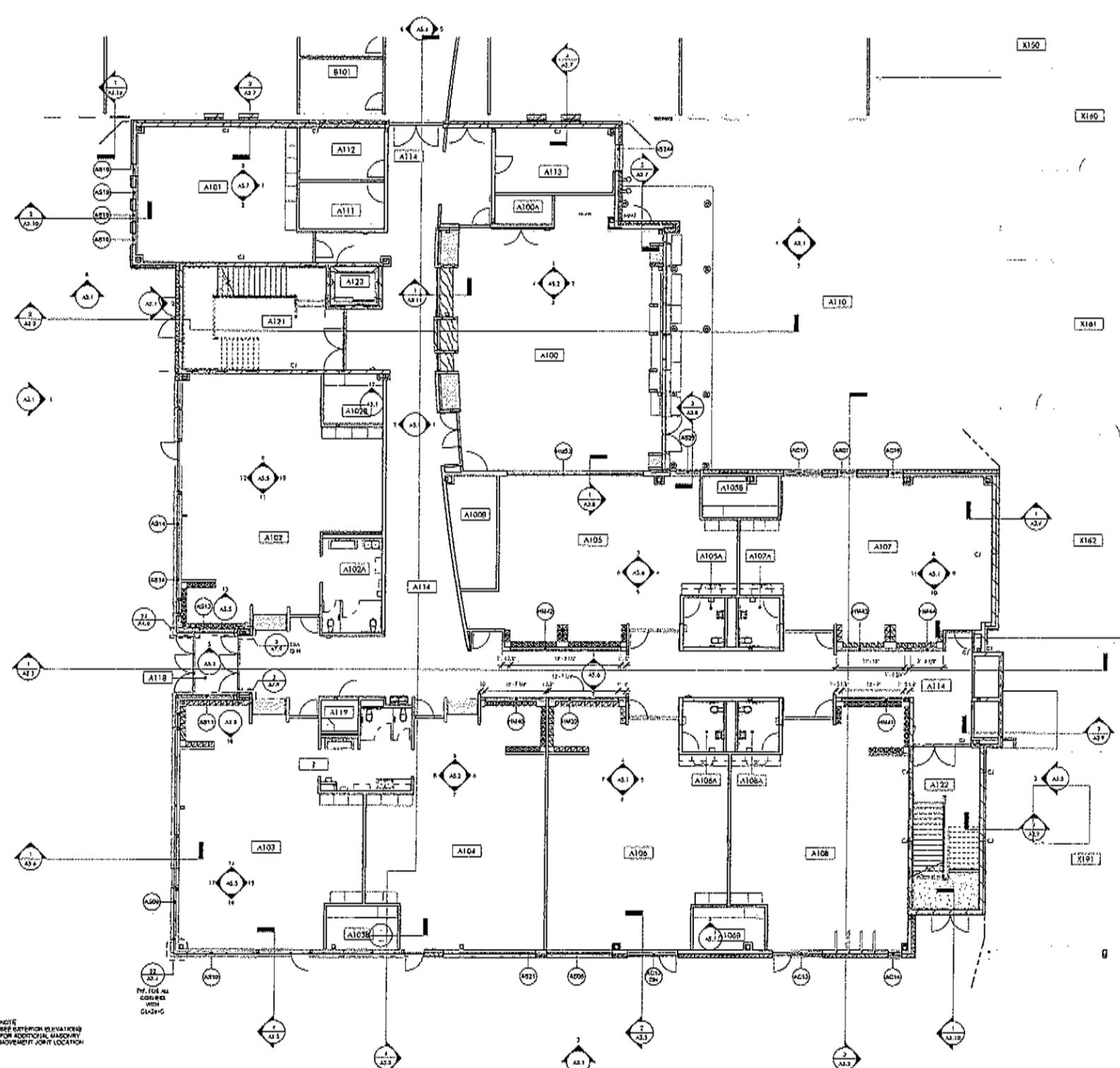
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 No. Date By

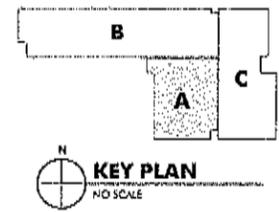
Project Number:  
**18024**  
 Issue Date:  
**August 7, 2018**  
 Drawn by:  
 Sheet Title:  
**PARTIAL FIRST FLOOR PLAN - AREA A - CLERESTORY**  
 Sheet Number

**A1.4**

ROOM INDEX-FIRST FLOOR	
Room No.	Room Name
A100	STORAGE
A100A	STORAGE
A100B	STORAGE
A100C	STORAGE
A100D	STORAGE
A100E	STORAGE
A100F	STORAGE
A100G	STORAGE
A100H	STORAGE
A100I	STORAGE
A100J	STORAGE
A100K	STORAGE
A100L	STORAGE
A100M	STORAGE
A100N	STORAGE
A100O	STORAGE
A100P	STORAGE
A100Q	STORAGE
A100R	STORAGE
A100S	STORAGE
A100T	STORAGE
A100U	STORAGE
A100V	STORAGE
A100W	STORAGE
A100X	STORAGE
A100Y	STORAGE
A100Z	STORAGE
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A299	OFFICE
A300	OFFICE



**PARTIAL FIRST FLOOR PLAN - AREA A - CLERESTORY**  
 1/8" = 1'-0"  
 TAKEN AT 8'-4" A.F.F.



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 construction managers  
 roof & masonry consultants  
 landscape architects  
 2350 South Daley Road, Suite 40  
 Lombard, Illinois 60148  
 p. 630.491.1000  
 www.arconazoo.com

Room No.	Room Name
A100	PAINT PURPOSE
A101	STORAGE
A102	STORAGE
A103	STORAGE
A104	STORAGE
A105	STORAGE
A106	STORAGE
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A500	STORAGE

**ADDITIONS & REMODELING**

HOLMES ELEMENTARY SCHOOL  
 5000 Holmes Avenue  
 Clarendon Hills  
 Illinois 60514

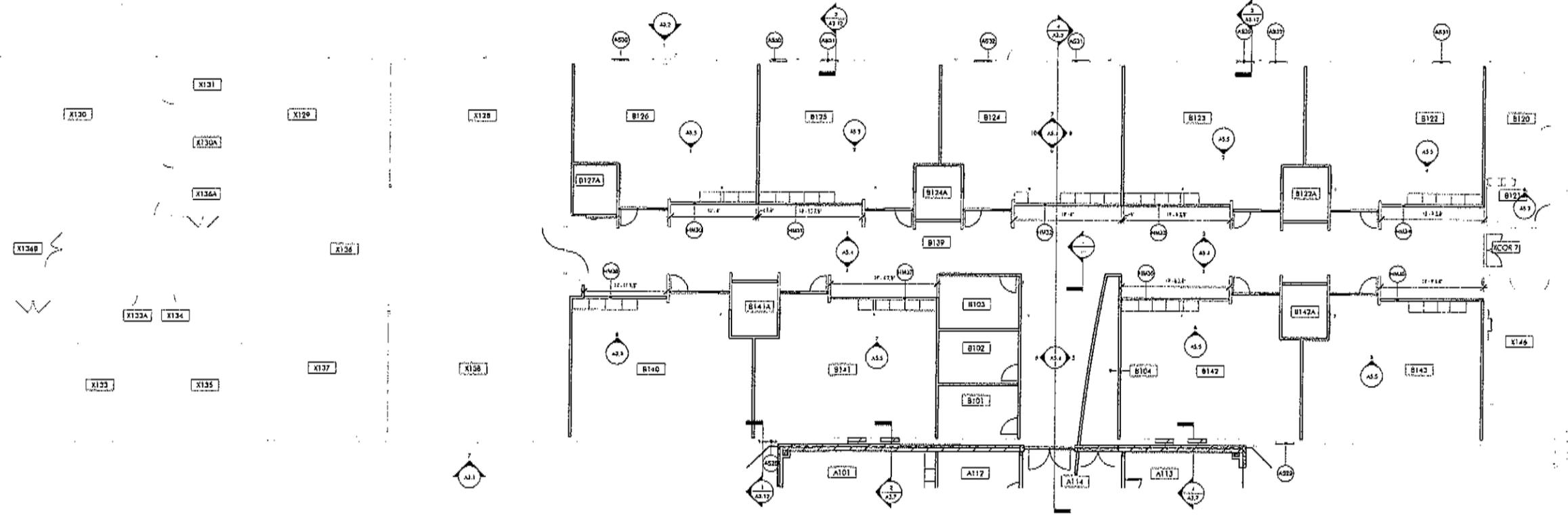
for the  
 Moser School  
 District 60  
 1 S. Cass Avenue Suite 202  
 Westmont  
 Illinois 60559

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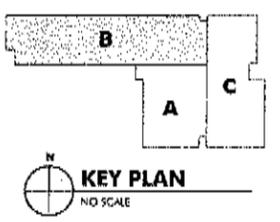
REVISIONS	No.	Date	By

Project Number:  
**18024**  
 Issue Date:  
**August 7, 2018**  
 Drawn by:  
**BIF**  
 Sheet Title:  
**PARTIAL FIRST FLOOR PLAN - AREA B - CLERESTORY**  
 Sheet Number

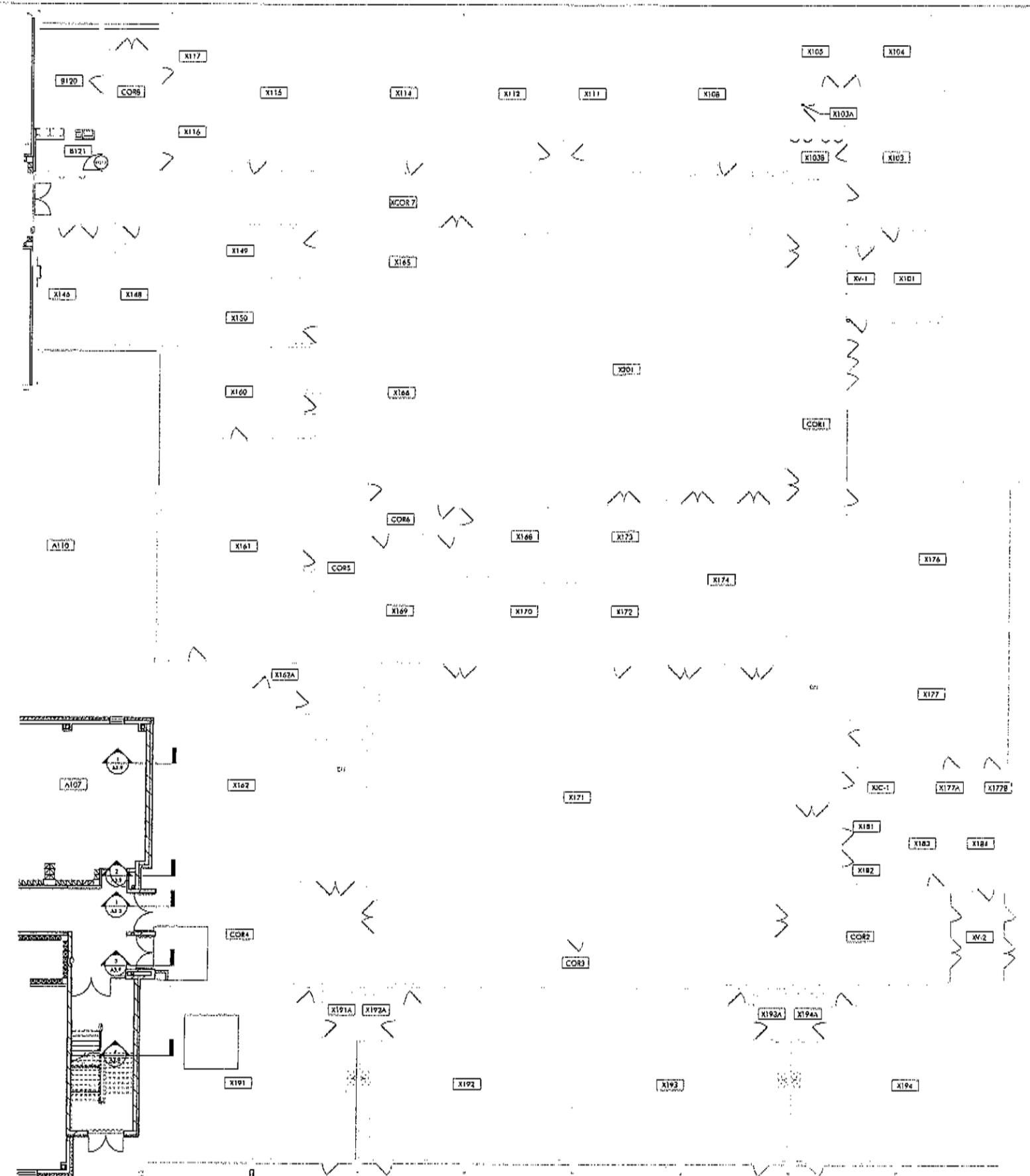
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**PARTIAL FIRST FLOOR PLAN - AREA B - CLERESTORY**  
 1/8" = 1'-0"



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ROOM INDEX-FIRST FLOOR	
Room No.	Description
A100	STAIR
A101	STAIR
A102	STAIR
A103	STAIR
A104	STAIR
A105	STAIR
A106	STAIR
A107	STAIR
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A197	STAIR
A198	STAIR
A199	STAIR
A200	STAIR

- SCOPE OF WORK NOTES**
- G1 TYPICAL CLASSROOM ENTRANCE WITH SIGNAGE - SEE DETAIL 1 / A2.7
  - G2 TYPICAL CLASSROOM ENTRANCE WITH SIGNAGE - SEE DETAIL 4 / A2.7
  - G3 TYPICAL CLASSROOM ENTRANCE WITH SIGNAGE - SEE DETAIL 7 / A2.7
  - G4 TYPICAL CLASSROOM ENTRANCE WITH SIGNAGE - SEE DETAIL 10 / A2.7
  - G5 TYPICAL CLASSROOM ENTRANCE WITH SIGNAGE - SEE DETAIL 12 / A2.7
  - G6 TYPICAL CLASSROOM ENTRANCE WITH SIGNAGE - SEE DETAIL 13 / A2.7
  - G7 TYPICAL CLASSROOM ENTRANCE WITH SIGNAGE - SEE DETAIL 15 / A2.7
  - G8 TYPICAL CLASSROOM ENTRANCE WITH SIGNAGE - SEE DETAIL 18 / A2.7
  - G9 TYPICAL CLASSROOM ENTRANCE WITH SIGNAGE - SEE DETAIL 20 / A2.7
  - G10 NEW CONCRETE SLAB AT LEVEL 0'-0"
  - G11 ANY GYM DO WALLS THAT FRAME OUT COLLING WILL END AT SILL HEIGHT OF WINDOW OR CLOSETORY, IF APPLICABLE, TO BE CLIPPED WITH SOLID SURFACE COVER, & COLUMN TO BE EXPPOSED & PAINTED ABOVE SILL
  - G12 PATCH & PAINT EXISTING WALLS WITH NEW GYM WALL WALLS, CORNERS, OR NEW FRAMES ARE INSTALLED
  - G13 INSTALL THERAPY SWING & SUPPORTS IN CLASSROOM - SEE MEP FOR LOCATION - SEE STRUCTURAL DRAWINGS - SEE DETAIL 9 / A6.5
  - G14 INSTALL THERAPY LADDER, SUPPORTS, & RACKS IN BALL PLAY ROOM - SEE PLAN, MEP, & STRUCTURAL DRAWINGS FOR MORE INFORMATION
  - G15 CHECK EXTERIOR & INTERIOR ELEVATIONS AND CLERS STORY PLANS FOR GLAZING NOT SHOWN IN FLOOR PLAN
  - G16 NEW CONCRETE W/FLL V.I.F.



ARCON  
 architects  
 construction managers  
 real & existing conditions  
 landscape architects

**ADDITIONS & REMODELING**

for  
**HOLMES ELEMENTARY SCHOOL**  
 3808 Holmes Avenue  
 Clarendon Hills  
 Illinois 60514

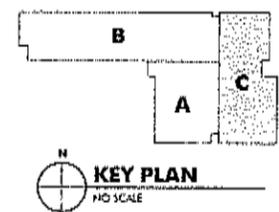
for the  
**Moorpark School District 60**  
 1 S. Cass Avenue Suite 202  
 Westmont  
 Illinois 60359

**BID SET**

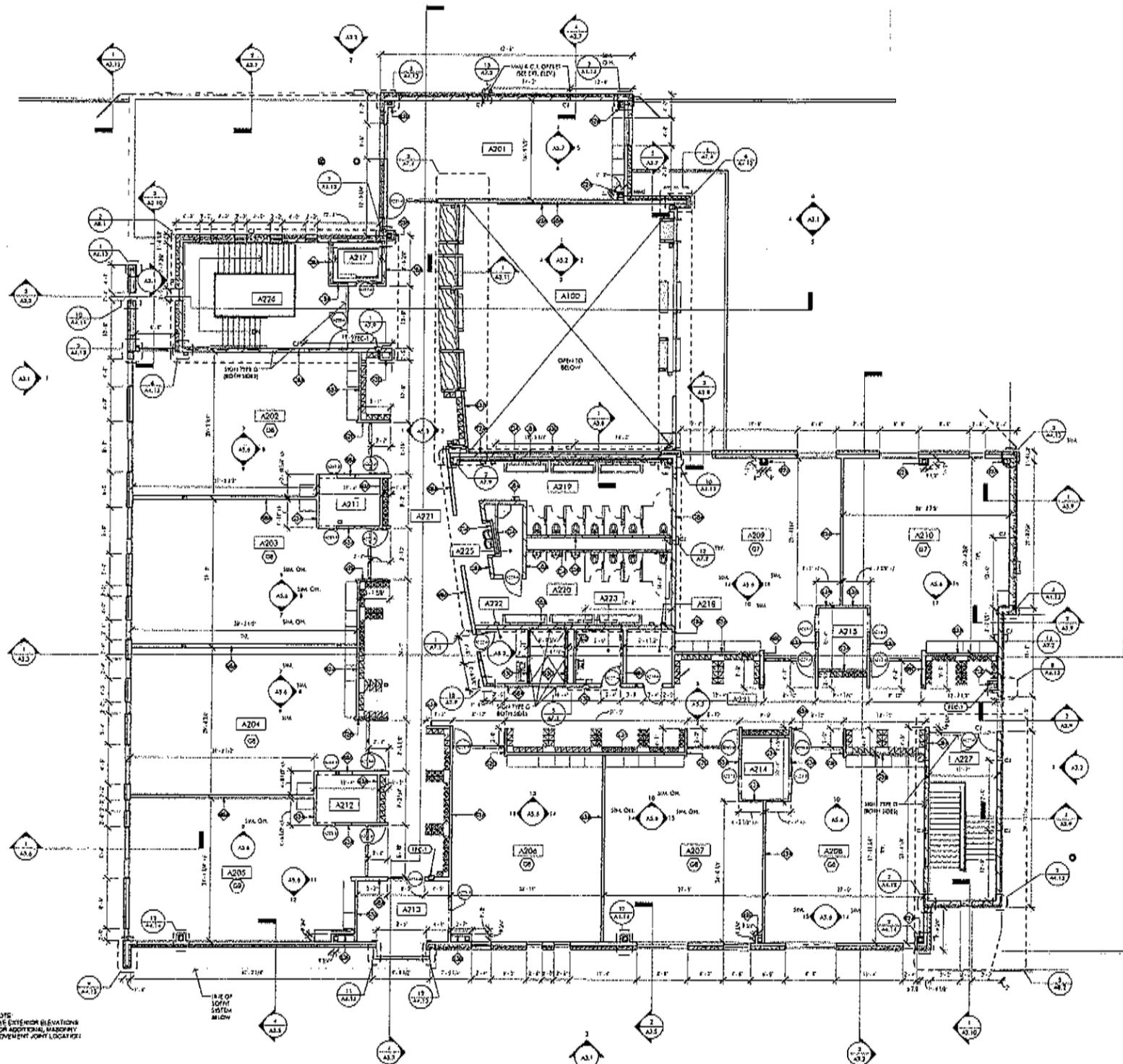
REVISIONS		
No.	Date	By

Project Number:  
**18024**  
 Issue Date:  
**August 7, 2018**  
 Drawn by:  
 DJF  
 Sheet Title:  
**PARTIAL FIRST FLOOR PLAN - AREA C**  
 Sheet Number:  
**A1.7**

**PARTIAL FIRST FLOOR PLAN - AREA C**  
 1/8" = 1'-0"



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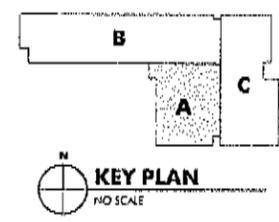
**1 PARTIAL SECOND FLOOR PLAN - AREA A**  
 1/8" = 1'-0"

PARTITION SCHEDULE			
ITEM	QTY	DESCRIPTION	UNIT
01	1	1" GYM PARTITION	SF
02	1	1" GYM PARTITION	SF
03	1	1" GYM PARTITION	SF
04	1	1" GYM PARTITION	SF
05	1	1" GYM PARTITION	SF
06	1	1" GYM PARTITION	SF
07	1	1" GYM PARTITION	SF
08	1	1" GYM PARTITION	SF
09	1	1" GYM PARTITION	SF
10	1	1" GYM PARTITION	SF
11	1	1" GYM PARTITION	SF
12	1	1" GYM PARTITION	SF
13	1	1" GYM PARTITION	SF
14	1	1" GYM PARTITION	SF
15	1	1" GYM PARTITION	SF
16	1	1" GYM PARTITION	SF
17	1	1" GYM PARTITION	SF
18	1	1" GYM PARTITION	SF
19	1	1" GYM PARTITION	SF
20	1	1" GYM PARTITION	SF

- SCOPE OF WORK NOTES**
- TYPICAL CLASSROOM ENTRANCE WITH SIGNAGE - SEE DETAIL 1 / A2.7
  - TYPICAL CLASSROOM ENTRANCE WITH SIGNAGE - SEE DETAIL 4 / A2.7
  - TYPICAL CLASSROOM ENTRANCE WITH SIGNAGE - SEE DETAIL 7 / A2.7
  - TYPICAL CLASSROOM ENTRANCE WITH SIGNAGE - SEE DETAIL 10 / A2.7
  - TYPICAL CLASSROOM ENTRANCE WITH SIGNAGE - SEE DETAIL 13 / A2.7
  - TYPICAL CLASSROOM ENTRANCE WITH SIGNAGE - SEE DETAIL 15 / A2.7
  - TYPICAL CLASSROOM ENTRANCE WITH SIGNAGE - SEE DETAIL 18 / A2.7
  - TYPICAL CLASSROOM ENTRANCE WITH SIGNAGE - SEE DETAIL 19 / A2.7
  - TYPICAL CLASSROOM ENTRANCE WITH SIGNAGE - SEE DETAIL 20 / A2.7
  - NEW CONCRETE SLAB AT LEVEL 0'-0"
  - ANY GYP. BD. WALLS THAT FRAME OUT COLUMNS WILL END AT SILL HEIGHT OF WINDOW OR CLOSET DOOR. IF APPLICABLE, TO BE COVERED WITH MASONRY SURFACE COVER, & COLLARS TO BE EXPANDED & PAINTED ABOVE SILL.
  - PATCH & PAINT EXISTING GYM WHERE NEW GYM FILL WALLS, COLUMNS, OR NEW FRAMES ARE INSTALLED.
  - INSTALL THRESHOLD BARRIERS & SUPPORTS IN CLASSROOM - SEE NOT FOR LOCATION - SEE STRUCTURAL DRAWINGS - SEE DETAIL 7 / A2.5
  - INSTALL THERAPY LOCKER, SUPPORTS, & RACKING IN HALLWAY PURPOSE ROOM - SEE PLAN, RCP, & STRUCTURAL DRAWINGS FOR MORE INFORMATION.
  - CHECK EXISTING & INTERIOR ELEVATIONS AND CLOSET DOOR PLANS FOR GLAZING NOT SHOWN IN FLOOR PLAN.
  - NEW CONCRETE FILL V.I.F.

- PARTITION NOTES:**
- ALL METAL FRAMED PARTITIONS TO BE PARTITION TYPE 334. U.I.D.
  - ALL METAL FRAMED PARTITIONS TO BE PARTITION TYPE 334. U.I.D.
  - ALL PARTITIONS TO GO TO TOP OF STRUCTURE ABOVE A COLUMN OR GYPSUM BOARD, U.I.D.
  - ALL METAL STUD PARTITIONS STUD CAVITIES WITH SOUND ATTENUATION BATT. ALL GYPSUM BOARD TO BE 5/8" THICK REPEATS FOR 4" GYPSUM BOARD FROM FLOOR TO 2" AFF. U.I.D.
  - SEE ALL PARTITION, DOOR, & SILL TOP LOCATIONS OF PARTITIONS WITH ACOUSTIC CEILING. CEILING WITH FIRE RATED LEAVES & PARTS.
  - POWERDATA BATT. IN METAL FRAMED WALLS SHALL HAVE AN ADDITIONAL LAYER OF 5/8" TYPE 3 CRYSTALLINE BATT. BEHIND THE NOISE BATT. ON OPPOSITE SIDE OF WALLS SHALL BE OFFSET REFRIGERATE STUD CAVITIES NOT BACK TO BACK.
  - REFER TO THE SAFETY SHEETS & SCHEDULES FOR BATTED PARTITION LOCATIONS.
  - FRAMES BEHIND 1" WALLS WHERE WALL LOCATIONS EQUIPMENT IS LOCATED.
  - ALL OUTSIDE CORNERS OF GYPSUM BOARD PARTITIONS SHALL RECEIVE CORNER GUARDS.

Room No.	Room Name
A201	CLASROOM
A202	CLASROOM
A203	CLASROOM
A204	CLASROOM
A205	CLASROOM
A206	CLASROOM
A207	CLASROOM
A208	CLASROOM
A209	CLASROOM
A210	CLASROOM
A211	CLASROOM
A212	CLASROOM
A213	CLASROOM
A214	CLASROOM
A215	CLASROOM
A216	CLASROOM
A217	CLASROOM
A218	CLASROOM
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A228	CLASROOM
A229	CLASROOM
A230	CLASROOM
A231	CLASROOM
A232	CLASROOM
A233	CLASROOM
A234	CLASROOM
A235	CLASROOM
A236	CLASROOM
A237	CLASROOM
A238	CLASROOM
A239	CLASROOM
A240	CLASROOM



**ADDITIONS & REMODELING**  
 HOLMES ELEMENTARY SCHOOL  
 8800 Holmes Avenue  
 Gardena Hills  
 Illinois 60516

For the  
 Maerker School  
 District 60  
 1 S. Cass Avenue Suite 202  
 Westmont  
 Illinois 60559

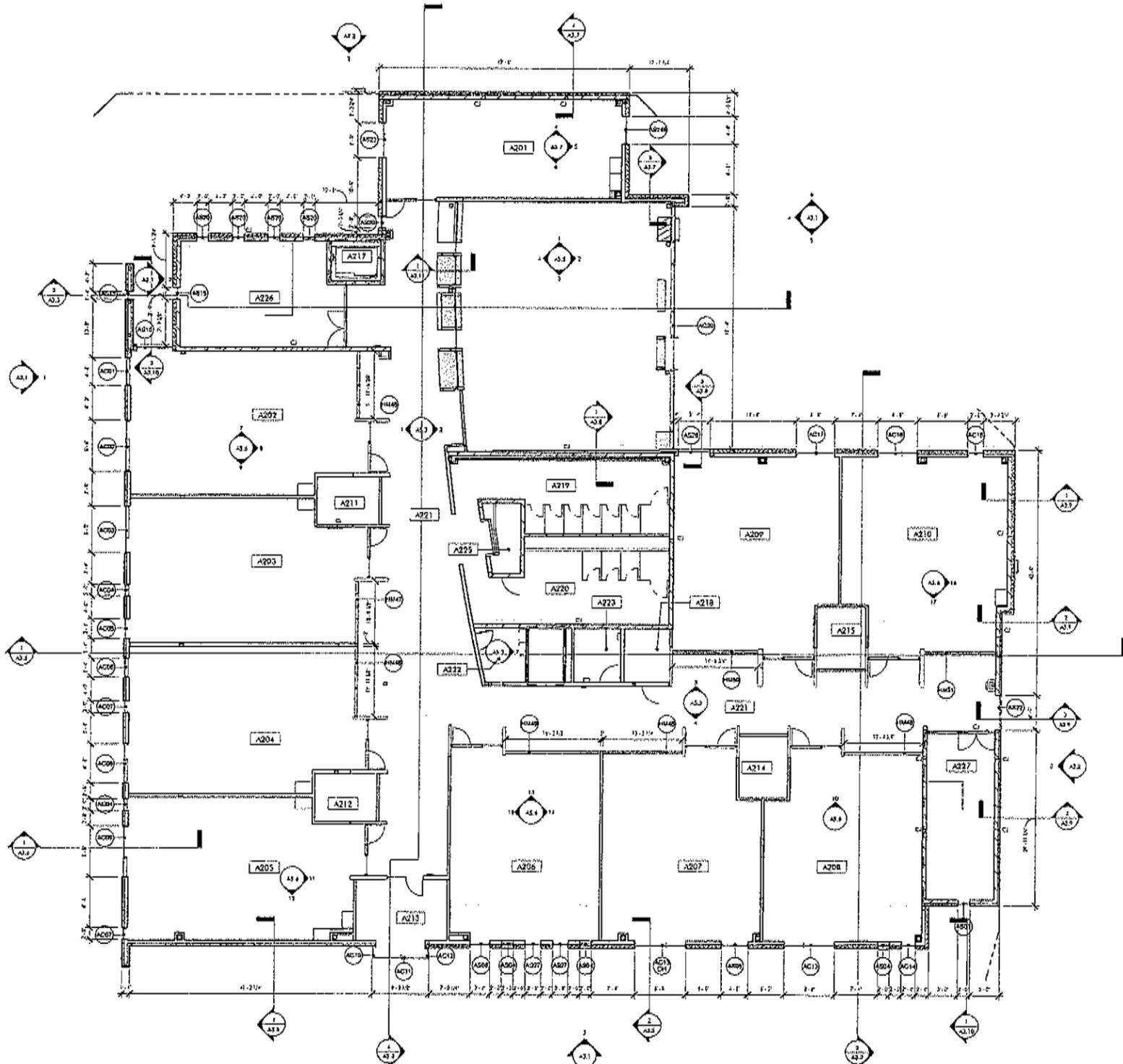
**BID SET**

**REVISIONS**  
 No. Date By

Project Number  
**18024**  
 Issue Date  
**August 7, 2018**  
 Drawn by  
**BJP**  
 Sheet Title  
**PARTIAL SECOND FLOOR PLAN - AREA A**  
 Sheet Number

**A1.8**

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**PARTIAL SECOND FLOOR PLAN - AREA A - CLERESTORY**  
 1/8" = 1'-0"

ROOM INDEX-SECOND FLOOR	
Room No.	Room Name
A201	OFFICE
A202	CLASSROOM
A203	CLASSROOM
A204	CLASSROOM
A205	CLASSROOM
A206	CLASSROOM
A207	CLASSROOM
A208	CLASSROOM
A209	CLASSROOM
A210	CLASSROOM
A211	CLASSROOM
A212	CLASSROOM
A213	CLASSROOM
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A500	CLASSROOM

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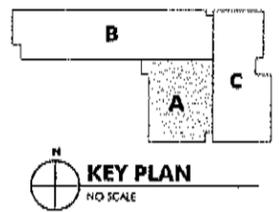
**ADDITIONS & REMODELING**  
 FOR  
**HOLMES ELEMENTARY SCHOOL**  
 5840 Holmes Avenue  
 Clarendon Hills  
 Illinois 60814

FOR THE  
**Master School District #40**  
 1 S. Cass Avenue Suite 102  
 Westmont  
 Illinois 60559

**BID SET**

REVISIONS		
No.	Date	By

PROJECT NUMBER:  
**18024**  
 ISSUE DATE:  
**August 7, 2018**  
 DRAWN BY:  
**BJP**  
 SHEET TITLE:  
**PARTIAL SECOND FLOOR PLAN - AREA A - CLERESTORY**  
 SHEET NUMBER:



**A1.9**

**ADDITIONS & REMODELING**

at  
**HOLMES ELEMENTARY SCHOOL**  
 5800 Mahanac Avenue  
 Clearwood Hills  
 Illinois 60514

for the  
**Maverker School**  
 District 60  
 1 S. Cass Avenue Suite 202  
 Westmont  
 Illinois 60559

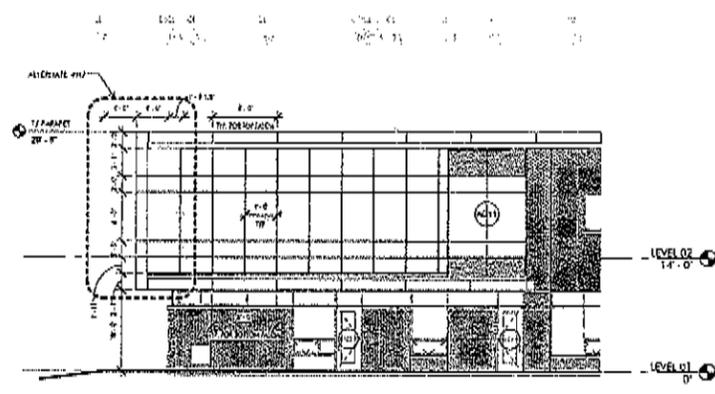
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REVISIONS

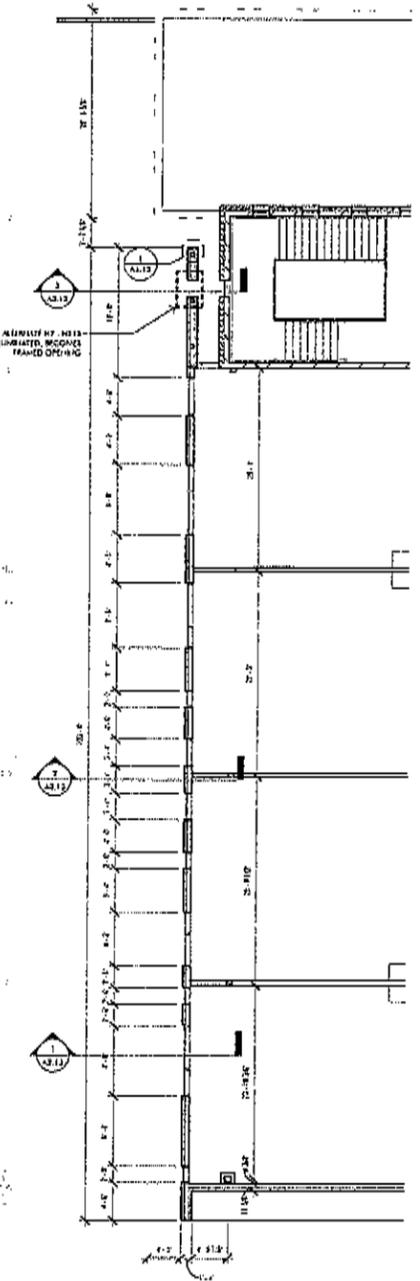
No.	Date	By

Project Number:  
**18024**  
 Issue Date:  
**August 7, 2018**  
 Drawn by:  
 aar  
 Sheet Title:  
**ALTERNATE H7**  
 Sheet Number:

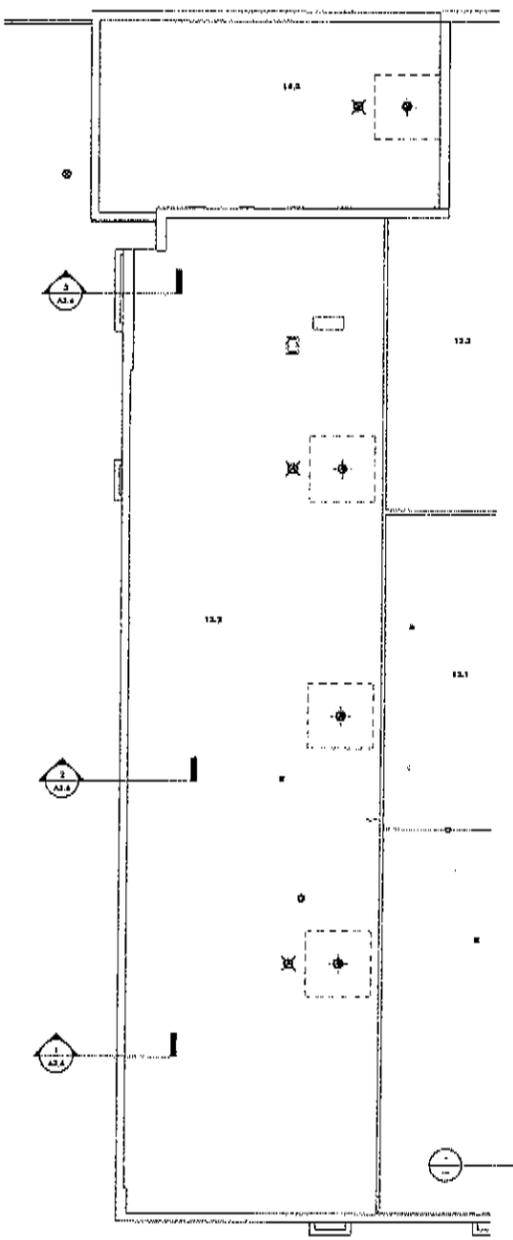
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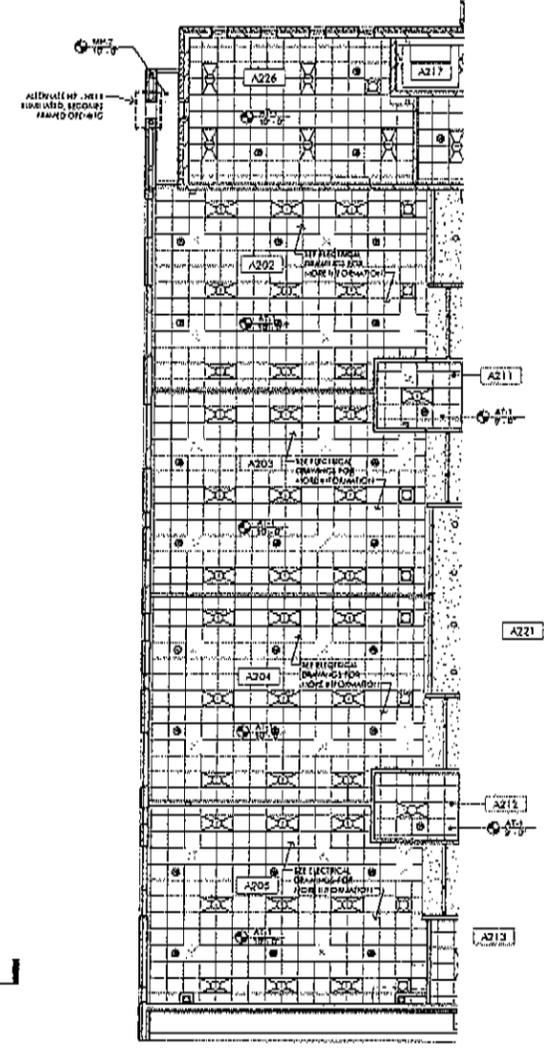
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 1/8" = 1'-0"



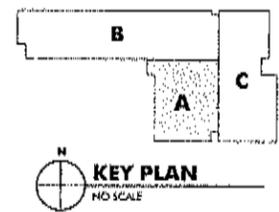
**1 PARTIAL SECOND FLOOR PLAN - AREA A - ALTERNATE BID H7**  
 1/8" = 1'-0"



**2 PARTIAL ROOF PLAN - AREA A - ALTERNATE BID H7**  
 1/8" = 1'-0"



**3 PARTIAL SECOND FLOOR REFLECTED CEILING PLAN - AREA A - ALTERNATE H7**  
 1/8" = 1'-0"



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construction materials  
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landscape architects  
2030 South Daley Road, Suite 40  
Lombard, Illinois 60148  
p: 630 951-1900  
www.arconllc.com

**ADDITIONS & REMODELING**  
#1  
**HOLMES ELEMENTARY SCHOOL**  
3800 Holmes Avenue  
Clarendon Hills  
Illinois 60514

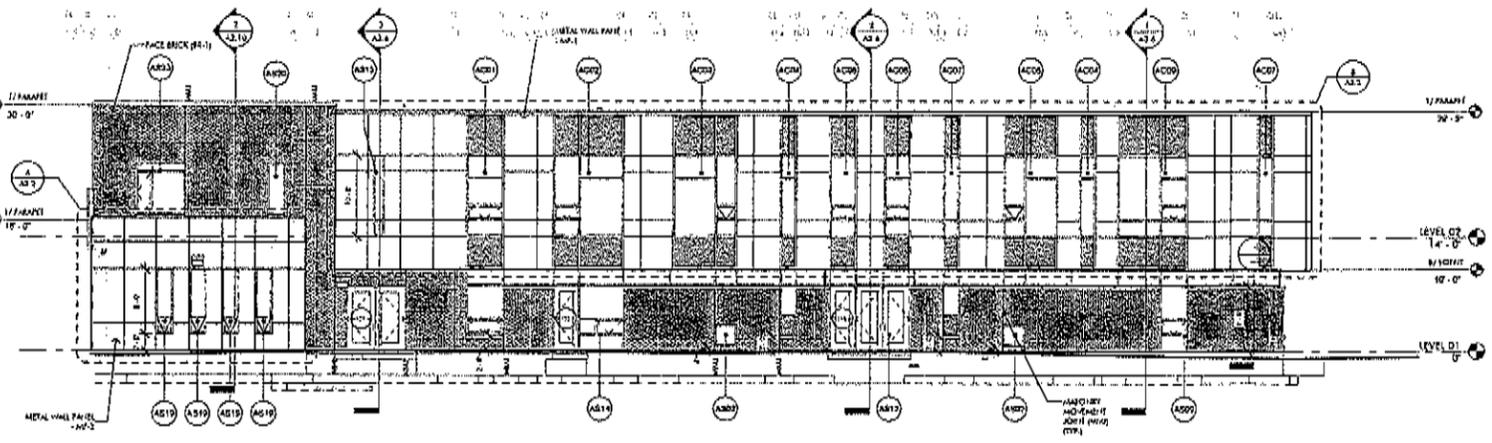
For the  
Mokenag School  
District 60  
1 S. Cass Avenue Suite 302  
Westmont  
Illinois 60559

**BID SET**

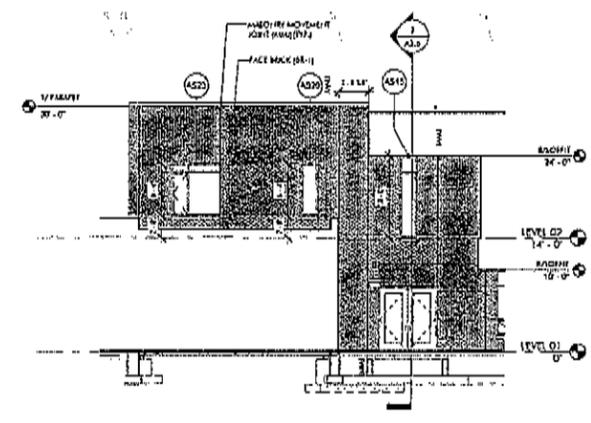
REVISIONS  
No. Date By

Project Number  
**18024**  
Issue Date:  
**August 7, 2018**  
Drawn by:  
DJP  
Sheet Title  
exterior elevations  
Sheet Number

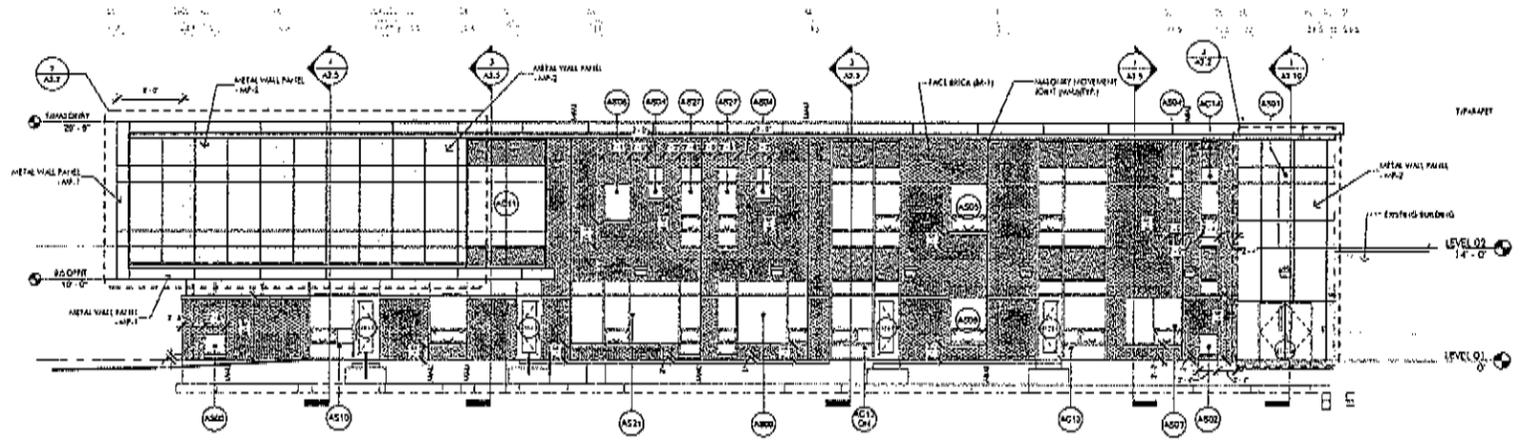
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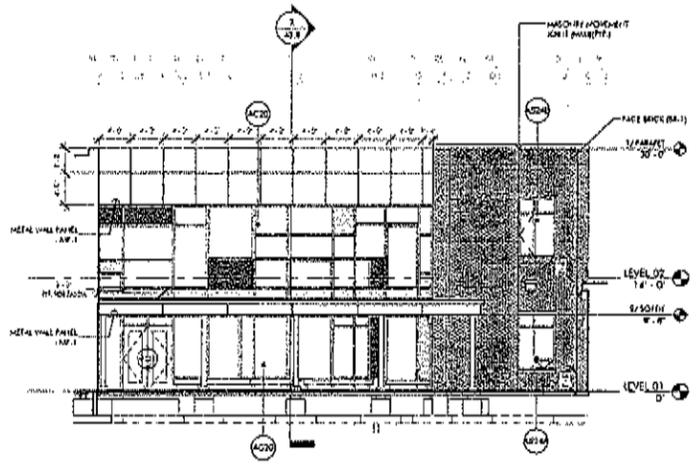
**1 WEST ELEVATION**  
1/8" = 1'-0"



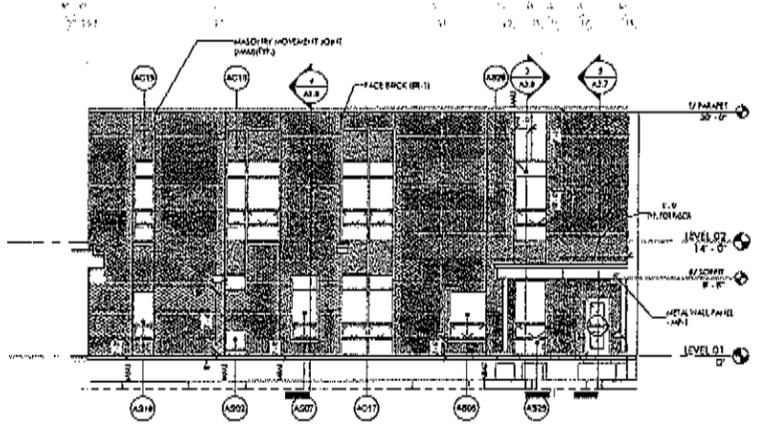
**2 PARTIAL WEST ELEVATION**  
1/8" = 1'-0"



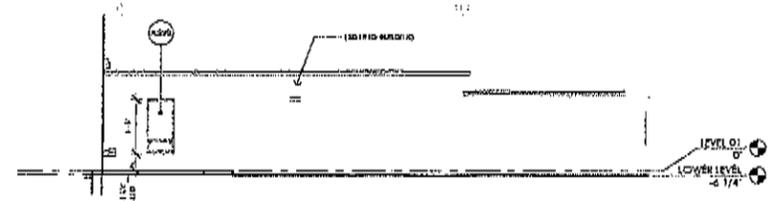
**3 SOUTH ELEVATION**  
1/8" = 1'-0"



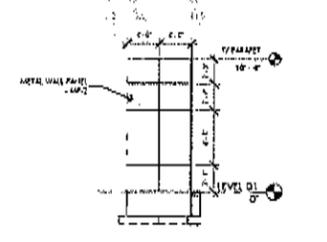
**4 COURTYARD - WEST ELEVATION**  
1/8" = 1'-0"



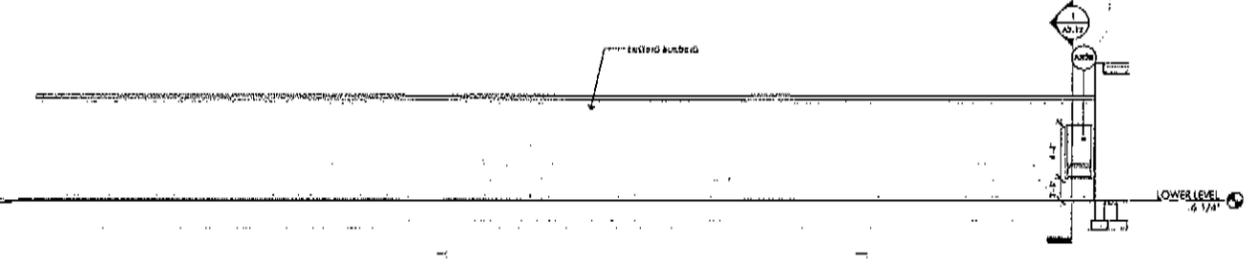
**5 COURTYARD - SOUTH ELEVATION**  
1/8" = 1'-0"



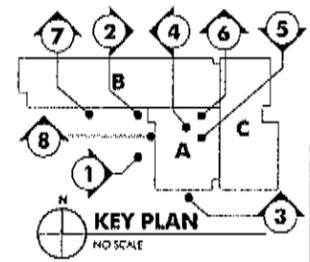
**6 COURTYARD - NORTH ELEVATION**  
1/8" = 1'-0"



**8 PARTIAL SOUTH ELEVATION**  
1/8" = 1'-0"



**7 PARTIAL SOUTH ELEVATION**  
1/8" = 1'-0"



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**ADDITIONS & REMODELING**

**HOLMES ELEMENTARY SCHOOL**  
 8900 Holmes Avenue  
 Clarendon Hills  
 Illinois 60514

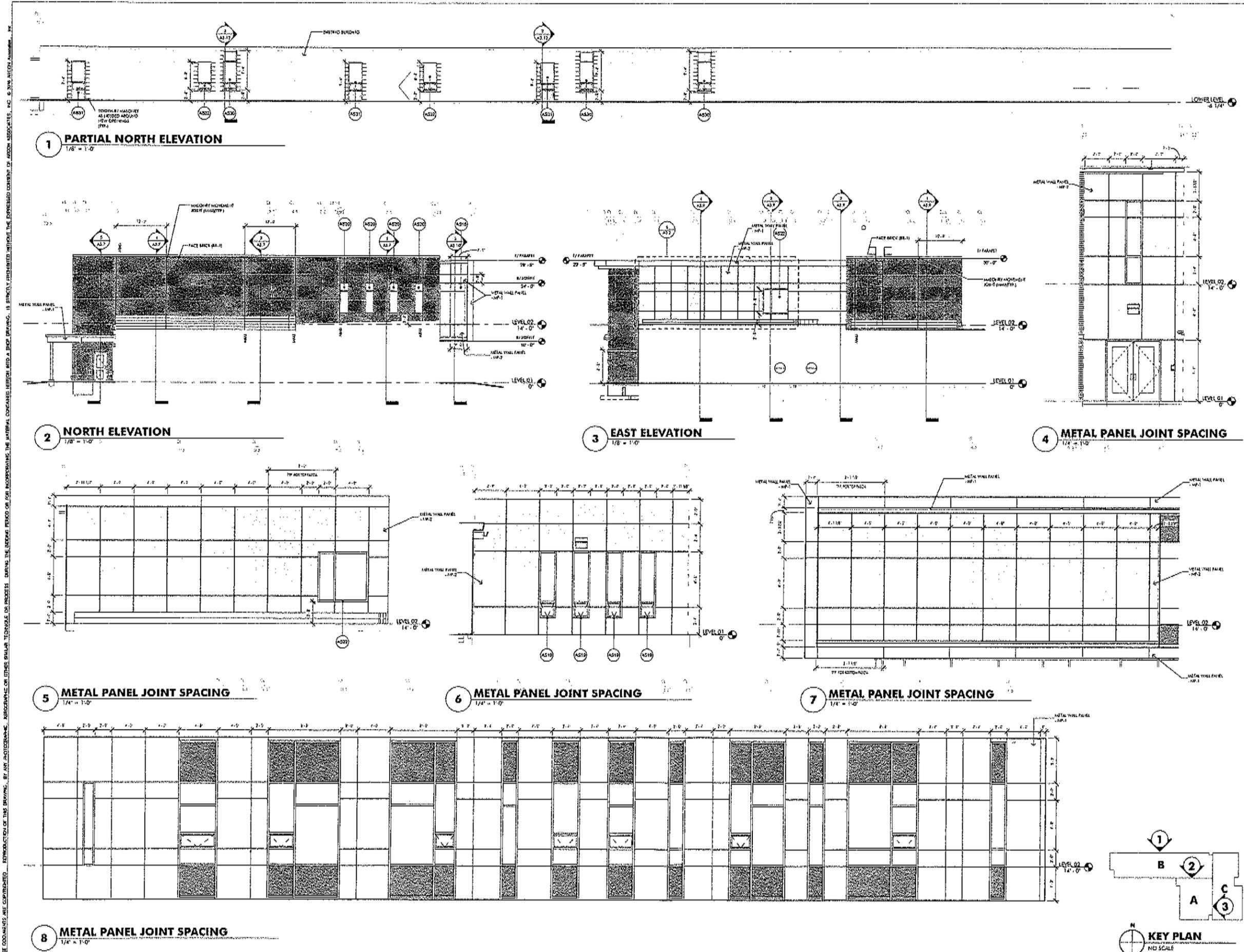
For the  
 Moserker Siltant  
 District 60  
 1 S. Cera Avenue Suite 202  
 Westmont  
 Illinois 60559

**BID SET**

**REVISIONS**  
 No. Date By

Project Number:  
**18024**  
 Issue Date:  
**August 7, 2018**  
 Drawn by:  
 Title:  
 Sheet Title:  
**OSITION SUBVISION**  
 Sheet Number:

**A3.2**



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Attachment 7

Landscaping Plans, prepared by ARCON, dated 8/7/18



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**ADDITIONS AND REMODELING**  
 of  
**HOLMES SCHOOL**  
 5800 Holmes Ave.  
 Glenview, IL 60014

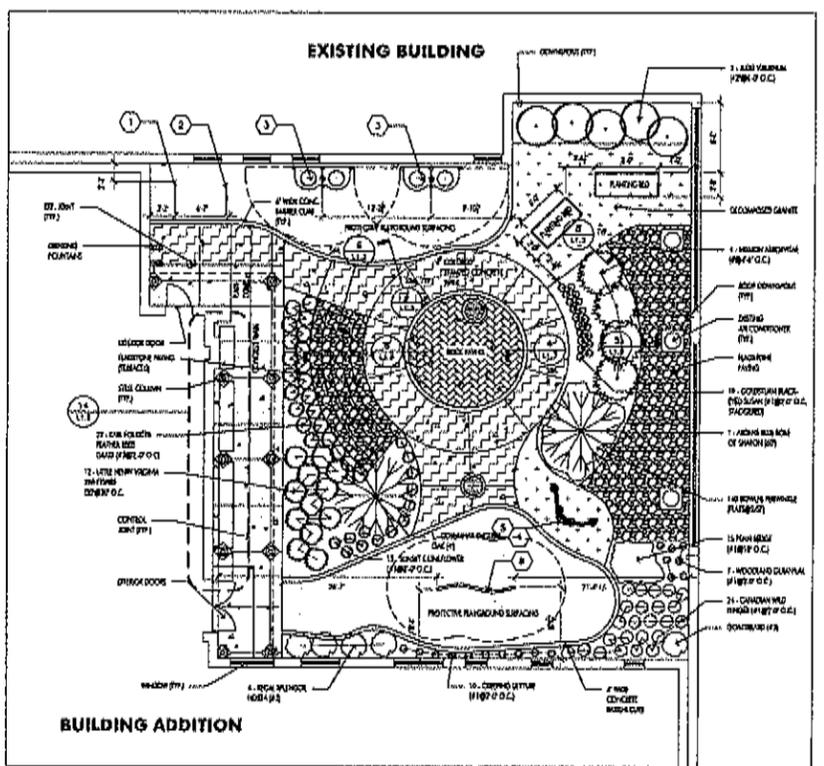
for the  
**BOARD of EDUCATION**  
 Member SD 60  
 1 S. Cass, Suite 202  
 Westmont, IL 60159

**BID SET**

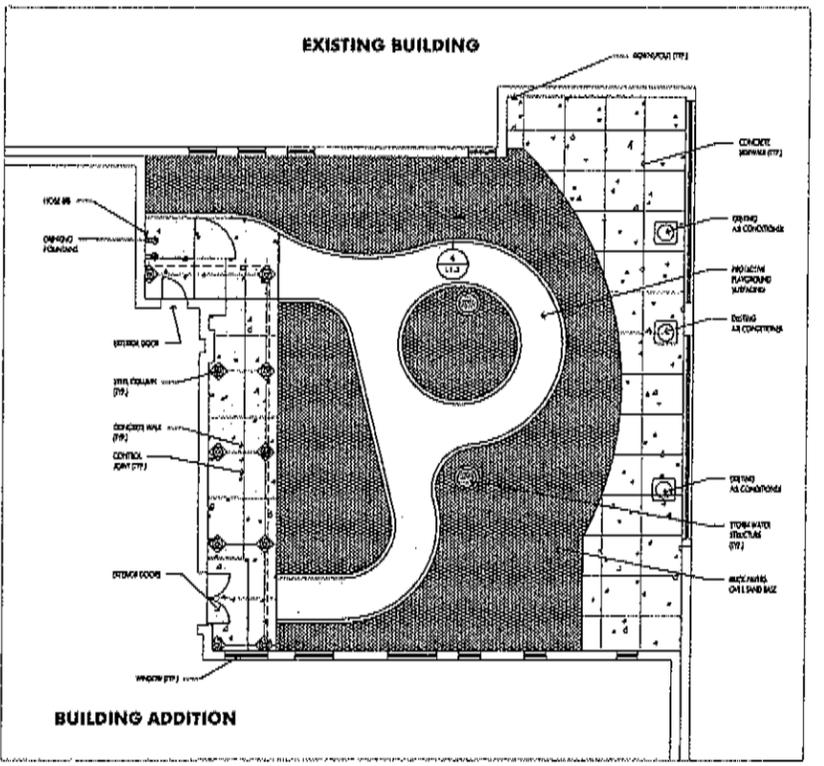
REVISIONS  
 No. Date By

Project Number:  
**18024**  
 Issue Date:  
**August 7, 2018**  
 Drawn by:  
**BCJ**  
 Sheet Title:  
**ENLARGED PLANS, DETAILS**  
 Sheet Number

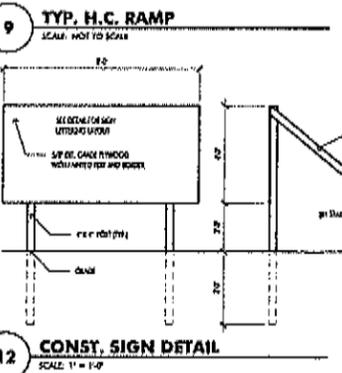
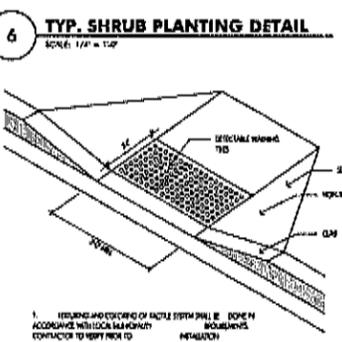
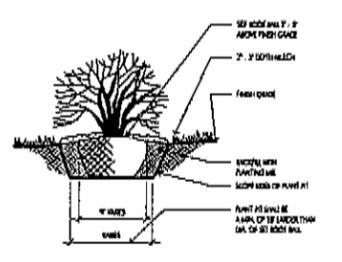
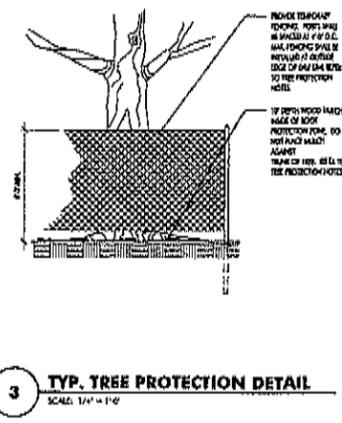
**L1.2**



**1 BASE BID ENLARGED PLAYGROUND PLAN**  
 SCALE: 1/4" = 1'-0"



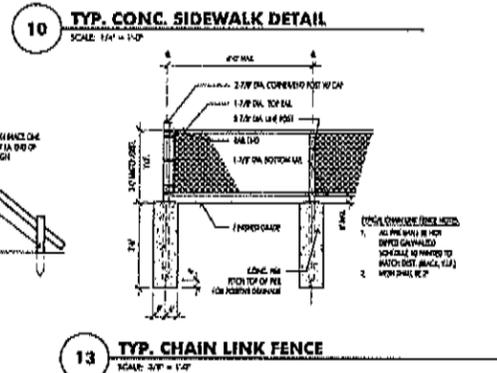
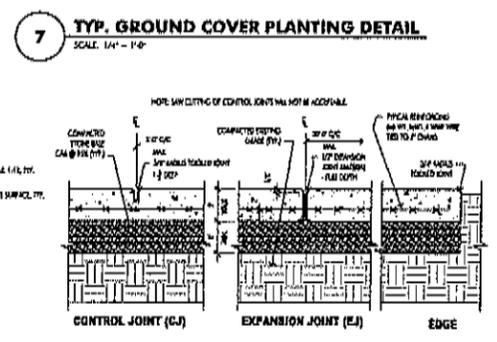
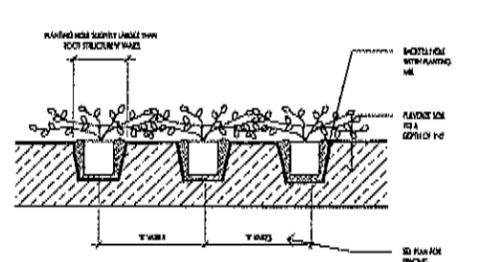
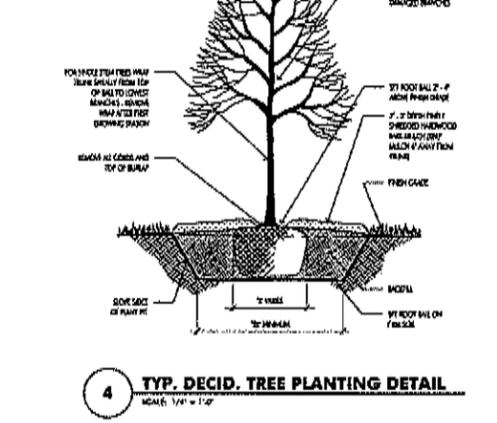
**2 ALTERNATE BID #8 ENLARGED PLAYGROUND PLAN**  
 SCALE: 1/4" = 1'-0"



**BASE BID**

Mark	No.	Description
1	18480	Sign Post
2	18481	Sign Base
3	18482	Sign Panel
4	18483	Sign Mounting
5	18484	Sign Hardware
6	18485	Sign Foundation

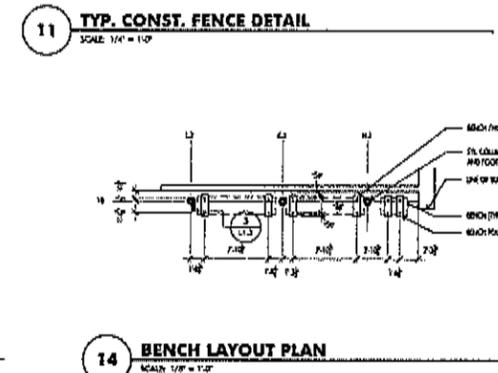
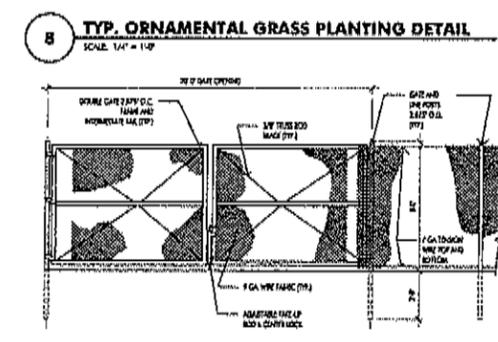
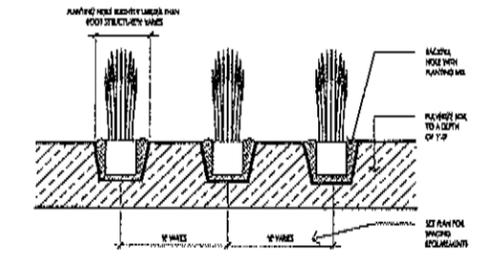
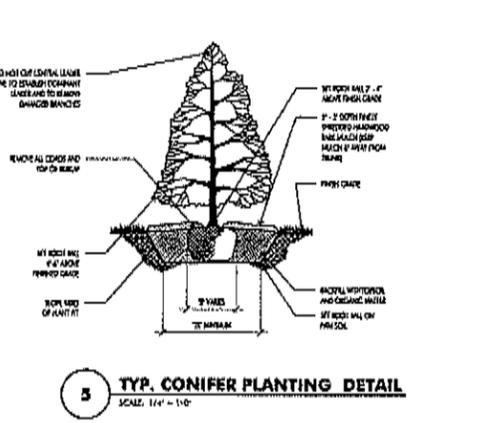
*All Products Listed are by MFG.*  
*Manufacturer's Literature shall be 3/16\"/>*



**ALTERNATE BID #8**

Mark	No.	Description
1	18480	Sign Post
2	18481	Sign Base
3	18482	Sign Panel
4	18483	Sign Mounting
5	18484	Sign Hardware
6	18485	Sign Foundation

*All Products Listed are by MFG.*  
*Manufacturer's Literature shall be 3/16\"/>*



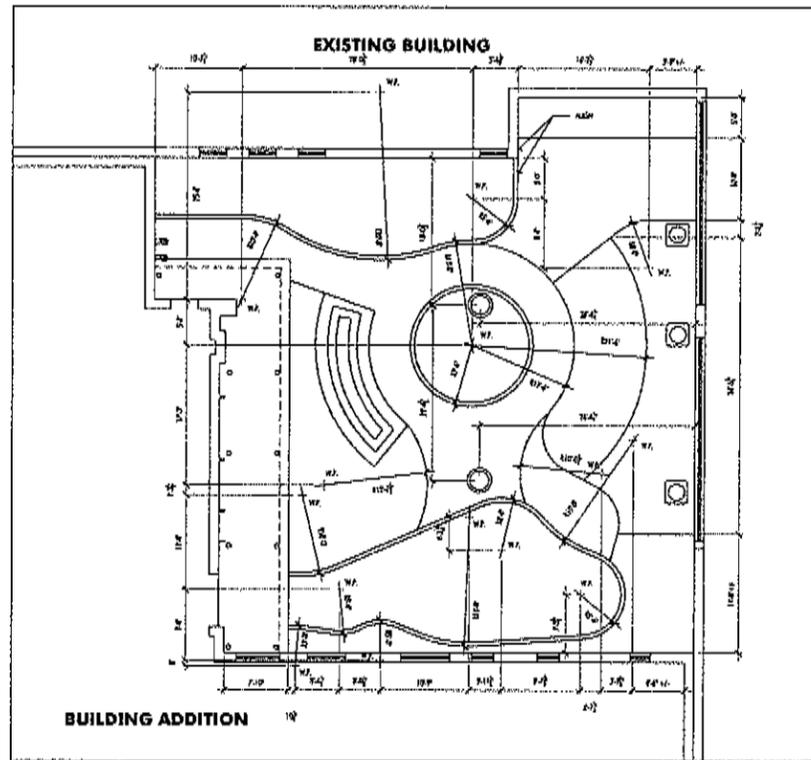
**BASE BID**

Qty	Plant	Notes
1	18480	Sign Post
2	18481	Sign Base
3	18482	Sign Panel
4	18483	Sign Mounting
5	18484	Sign Hardware
6	18485	Sign Foundation

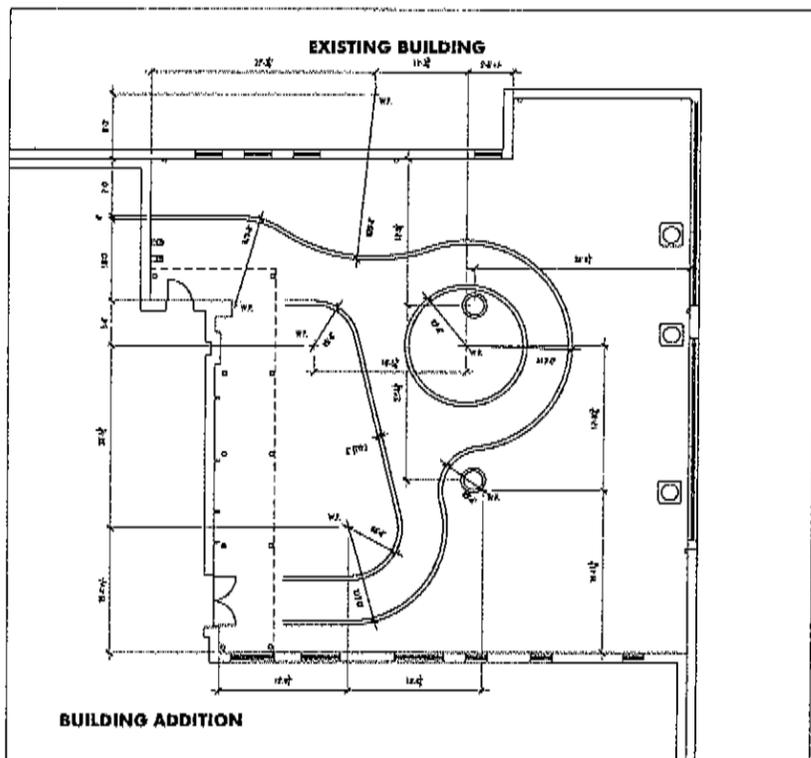
**COURTYARD PLANTING LIST**

Qty	Plant	Notes
1	18480	Sign Post
2	18481	Sign Base
3	18482	Sign Panel
4	18483	Sign Mounting
5	18484	Sign Hardware
6	18485	Sign Foundation

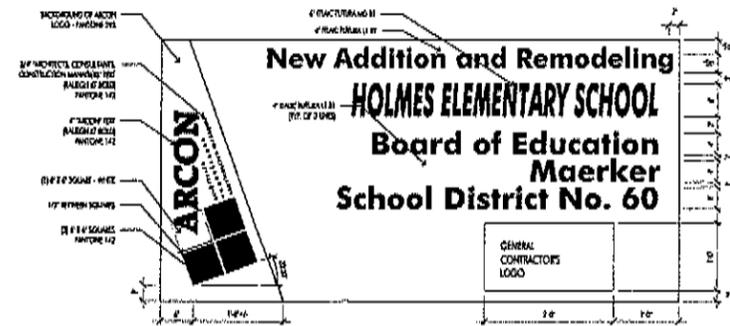
Note: All planting holes shall be mulched with 2\"/>



**1 BASE BID ENLARGED PLAYGROUND LAYOUT PLAN**  
SCALE: 1/8" = 1'-0"



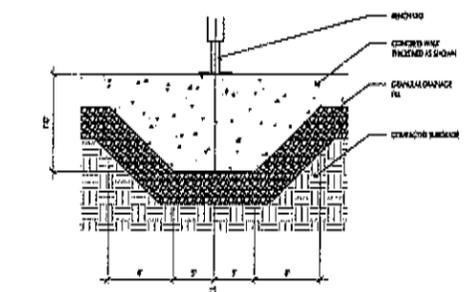
**2 ALTERNATE BID H8 ENLARGED PLAYGROUND LAYOUT PLAN**  
SCALE: 1/8" = 1'-0"



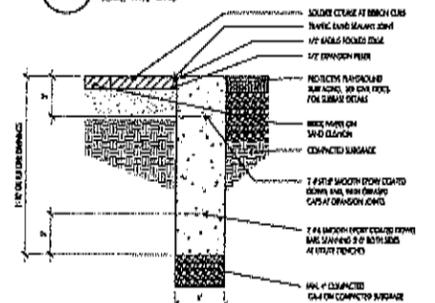
**NOTES:**

- 1. ALL OF THESE SYMBOLS CONSTRUCTION SIGN PER 11-11-11
- 2. ALL FONT BACKGROUND WHITE - FONT LETTERS & LOGOS BLACK UNLESS OTHERWISE NOTED

**2 CONSTRUCTION SIGN DETAIL**  
SCALE: 1/8" = 1'-0"

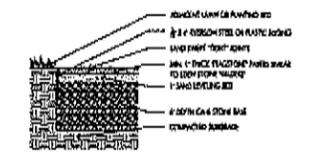


**3 BENCH FNDN. DETAIL**  
SCALE: 1-1/2" = 1'-0"



- 1. 2" MIN TOPCAST CONCRETE SURFACE WITH 1" MIN. REBAR @ 18" ON CENTER
- 2. 2" MIN TOPCAST CONCRETE SURFACE WITH 1" MIN. REBAR @ 18" ON CENTER WITH 1" MIN. REBAR @ 18" ON CENTER

**4 BARRIER CURB DETAIL**  
SCALE: 1-1/2" = 1'-0"



**5 FLAGSTONE PAVEMENT DETAIL**  
SCALE: 1-1/2" = 1'-0"



**6 FLAGSTONE PAVEMENT DETAIL**  
SCALE: 1-1/2" = 1'-0"





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**Attachment 8**

**Parking Lot Agreement with the Christian Church of Clarendon Hills, dated 6/7/16**

**AGREEMENT FOR USE OF PARKING LOT  
BETWEEN  
CHRISTIAN CHURCH OF CLARENDON HILLS  
AND  
MAERCKER SCHOOL DISTRICT 60**

1. The Christian Church of Clarendon Hills agrees to make available to Maercker School District 60 the use of the parking lot owned by the Christian Church located adjacent to the Church building at 5750 Holmes Ave., Clarendon Hills, IL. The School District may use the parking lot for parking associated with work and activities occurring at Holmes School on a daily basis when school is in session, during days when teachers are preparing for school, and during events hosted by the school. The School District's use is as a licensee on a limited basis as described, and does not constitute a full lease of the parking lot.

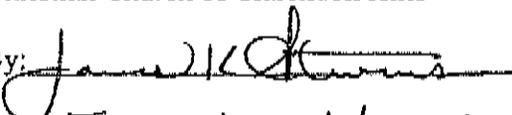
2. This agreement will be for an initial term of one year (July 1, 2016- June 30, 2016), and will renew annually as of each July 1 for an additional July 1-June 30 year, unless either the Christian Church or the School District notifies the other, in writing, at least sixty (60) days prior to any July 1 of its desire to terminate the arrangement at the end of that current one year term. If not terminated sooner, this agreement will expire on June 30, 2026, and may not be renewed beyond that date.

3. There shall be no fee charged to the School District for its use of the parking lot. The Christian Church shall provide snow removal and necessary maintenance and repair of the parking lot, and maintain lighting in the parking lot. The School District agrees in return to share the cost of snow removal of the parking lot, with the School District paying 20 percent of the annual snow removal cost. The Christian Church will bill Maercker School District 60 for the School District's share of snow removal costs during the month of April each year.

4. Maercker School District 60 agrees to promote safe movement in the Church's parking lot with regard to adults' and children's use of the lot during school days. In addition, Maercker School District 60 will maintain insurance for School District liability related to use of the parking lot. By entering into this agreement, the School District does not waive any defenses or immunities it may have under the *Local Government and Governmental Employees Tort Immunity Act* with respect to third parties. The Christian Church will also maintain liability insurance covering the parking lot.

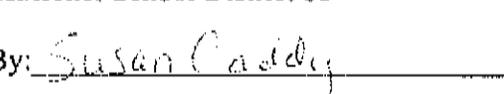
This agreement has been approved by the parties effective as of the date signed by both parties below.

Christian Church of Clarendon Hills

By:   
Title: Executive Minister

Date: 6-7-16

Maercker School District 60

By:   
Title: Chief School Business Official

Date: 6-2-16



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Attachment 9

Title Commitment, prepared by Chicago Title Insurance Company, printed 5/18/18

# ALTA COMMITMENT FOR TITLE INSURANCE



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

**18009003NC**

## NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary



*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**Transaction Identification Data for reference only:**

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Insurance Company 10 South LaSalle Street, Suite 3100 Chicago, IL 60603 Main Phone: (312)223-4627 Email: <a href="mailto:chicagocommercial@ctt.com">chicagocommercial@ctt.com</a>	Chicago Title and Trust Company 10 South LaSalle Street, Suite 3100 Chicago, IL 60603 Main Phone: (312)223-4627 Main Fax: (312)223-3018

Issued By: Chicago Title Insurance Company  
 10 South LaSalle Street, Suite 3100  
 Chicago, IL 60603

**Order Number: 18009003NC**

Property Ref.: 5800 Holmes Avenue, Clarendon Hills, IL 60514

**SCHEDULE A**

1. Commitment Date: May 4, 2018
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2006  
 Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below  
 Proposed Policy Amount: \$10,000.00
  - (b) ALTA Loan Policy 2006  
 Proposed Insured: Lender with a contractual obligation under a loan agreement with the Proposed Insured for an Owner's Policy, its successors and/or assigns as their respective interests may appear  
 Proposed Policy Amount: \$10,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:  
 Fee Simple
4. Title to the estate or interest in the Land is at the Commitment Date vested in:  
 County Board of School Trustees of DuPage County, Illinois, on behalf of Maercker School District No. 60
5. The Land is described as follows:  
 Lots 2 through 25, both inclusive, together with the South 1/2 of vacated 58th Street which lies North and adjoining said Lots, together with the North 1/2 of the vacated alley lying South and adjoining said Lots 2 through 25, both inclusive, and Lots 78 through 101, both inclusive, together with the South 1/2 of the vacated alley lying North and adjoining said lots 78 through 101, both inclusive, all in the Woman's Subdivision of Lot 7 in Hall's Subdivision of the Northwest 1/4 of Section 14, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded April 12, 1892 as document 48190, in DuPage County, Illinois.

**END OF SCHEDULE A**

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**SCHEDULE B, PART I  
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
8. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**

**END OF SCHEDULE B, PART I**

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ALTA Commitment for Title Insurance (08/01/2016)



## SCHEDULE B, PART II EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

### General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
6. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.**
7. **Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.**
- C 8. **Taxes for the years 2017 and 2018.**

Taxes for the year 2018 are not yet due or payable.

The 2017 and prior General Taxes as shown below are marked exempt on the Collector's Warrants. Unless satisfactory evidence is submitted to substantiate said exemption, our policy, if and when issued, will be subject to said taxes.

Permanent tax no. 09-14-104-009, 1 of 2, affects Lots 2 to 25, the South 1/2 of vacated 58th Street and the North 1/2 of the vacated alley.

Permanent tax no. 09-14-104-024, 2 of 2, affects Lots 78 to 101 and the South 1/2 of the vacated alley.

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

- E 9. Note: Our searches appear to indicate that the subject land is not presently encumbered by a recorded mortgage. This must be substantiated by a sworn statement from the party in title, and this commitment is subject to such further exceptions as may then be deemed necessary.
- G 10. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- H 11. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.
- I 12. In order for the Company to insure the sale or transfer of school district property, the Company should be furnished a certified copy of the School Board Resolution which authorizes said transfer and evidence of any required publication of Notice of Public Sale.
- The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
- J 13. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
- K 14. The Land lies within the Hinsdale Sanitary District, which has accepted Federal grants for sewage treatment works pursuant to Public Law 92-500. Federal law requires a user charge system separate from General Ad Valorem Property Taxes.
- L 15. Restrictions contained in deed dated April 22, 1892 and recorded April 22, 1892 as document 48261, conveying Lots 3, 4 and 5 and also contained in the deed dated May 5, 1892 and recorded May 7, 1892 as document 48442, conveying Lot 23, and also in deed dated June 6, 1892 and recorded Jun 8, 1892 as document 48797, conveyeig Lot 78 and other property, and in deed dated May 5, 1892 and recorded May 7, 1892 as document 48441, conveying Lots 91 and 92, and in deed dated April 30, 1892 and recoded May 4, 1892 as document 48393, that no intoxicating liquors of any kind shall be sold on said premises, (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (A) is exempt under Chapter 42, Section 3607 of the United States Code OR (B) relates to handicap but does not discriminate against handicapped persons),
- Affects Lots 3, 4, 5, 23, 78, 91, 92 and 94.
- M 16. Rights of the municipality, the State of Illinois, the public and adjoining owners in and to vacated 58th Street and in and to the vacated alley.

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

- N 17. Rights of the public and quasi-public utilities, if any, in said vacated 58th Street and said vacated alley for maintenance therein of poles, conduits, sewers and other facilities.
- O 18. Terms, provisions and conditions of the Annexation Agreement by and between the Village of Willowbrook and the Board of Education of Maercker School District No. 60, DuPage County, dated March 25, 2002, a copy of which is attached to a Resolution authorizing said Agreement, a copy of which was recorded April 25, 2002 as document R2002-112796.
- Ordinance No. 02-O-05 annexing the land to the Village of Willowbrook recorded April 25, 2002 as document R2002-112797.
- P 19. Easement in favor of the Village of Willowbrook, and assigns, for public utilities, and the provisions relating thereto, as granted on the Plat of Easement attached to Resolution No. 02-R-26 authorizing said easement, recorded April 25, 2002 as document R2002-112798.
- Affects Lots 99 and 100, reference is made to said plat for exact locations.
- Q 20. Easement in favor of the Village of Willowbrook and the public generally, for stormwater drainage, detention and retention purposes, and the restrictions and provisions relating thereto, as granted on the Plat of Easement attached to Resolution No. 02-R-26 authorizing said easement, recorded April 25, 2002 as document R2002-112798.
- Affects part of Lots 2 through 23, inclusive and part of Lots 81, 82 and 83 and part of the South 1/2 of vacated 58th Street, and part of the vacated alley. Reference is made to said plat for exact location.

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ALTA Commitment for Title Insurance (08/01/2018)



**SCHEDULE B, PART II  
EXCEPTIONS**

(continued)

- R 21. Easement in favor of the Utility Services of Illinois, Inc., formerly known as Clarendon Water Company, an Illinois corporation, to install, construct, reconstruct, own, operate, maintain, repair, replace, improve and renew community water system, pipes, transmission lines, and all other appurtenances and equipment incident to, or necessary for furnished of a community water system, together with the right of access thereto, and the terms, provisions and conditions relating thereto, recorded November 7, 2017 as document R2017-114762.

Affects the following: That part of the Woman's Subdivision more particularly described herein; beginning at the Southwest corner of Lot 78 in said The Woman's Subdivision; thence North 1 degree 52 minutes 17 seconds West

along the West line of Lots 78 and 25 (extended) of said Subdivision to the centerline of Vacated 58th Street; thence North 88 degrees 10 minutes 6 seconds East 15.00 feet along the centerline of said Vacated 58th Street; thence South 1 degree 52 minutes 17 seconds East to the South line of said Lot 7; thence West along the South line of said Lot 78 to the place of beginning, together with that portion of the vacated alley adjoining said Lots 78 and 25.

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART II  
EXCEPTIONS**

(continued)

- A 22. Note for additional information: the DuPage County Recorder requires that any documents presented for recording contain the following information:
- A. The name and address of the party who prepared the document;
  - B. The name and address of the party to whom the document should be mailed after recording;
  - C. All permanent real estate tax index numbers of any property legally described in the document;
  - D. The address of any property legally described in the document;
  - E. All deeds should contain the address of the grantee and should also note the name and address of the party to whom the tax bills should be sent.
  - F. Any deeds conveying unsubdivided land, or, portions of subdivided and, may need to be accompanied by a properly executed "plat act affidavit."

In addition, please note that the municipalities of Addison, Aurora, Bartlett, Bolingbrook, Carol Stream, Elk Grove Village, Elmhurst, Glendale Heights, Glen Ellyn, Hanover Park, Naperville, Schaumburg, West Chicago, Wheaton, and Woodridge have enacted transfer tax ordinances. To record a conveyance of land located in these municipalities, the requirements of the transfer tax ordinances must be met. A conveyance of property in these cities may need to have the appropriate transfer tax stamps affixed before it can be recorded.

Furthermore, all deeds and mortgages should include the current marital status of all individual parties, where appropriate. A spouse of an individual grantor or mortgagor may have to sign the deed or mortgage in order to release any applicable homestead interest

This exception will not appear on the policy when issued.

- F 23. Note for information:
- All endorsement requests should be made prior to closing to allow ample time for the company to examine required documentation.
- This note will be waived for policy.

**END OF SCHEDULE B, PART II**

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ALTA Commitment for Title Insurance (08/01/2016)



## COMMITMENT CONDITIONS

## 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
  - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
  - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I-Requirements;
  - (f) Schedule B, Part II-Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

## 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

## 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I-Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

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(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is Issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**END OF CONDITIONS**

**1031 EXCHANGE SERVICES**

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

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Attachment 10

Engineering Cost Estimates, prepared by CAGE Civil Engineering, dated 8/7/18



3110 Woodcreek Drive  
Downers Grove, IL 60502  
O: 630.598.0007

**Project Name:** Holmes Elementary School Addition  
**Project Location:** 5800 Holmes Ave, Clarendon Hills, IL  
**Last Updated on:** 8/7/2018  
**Engineer:** MPS

**PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST FOR BONDING**

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	COST
<b>SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS</b>					
1	Mobilization	1	LUMP SUM	\$3,000.00	\$3,000.00
2	Tree Protection Fence	50	LF	\$2.25	\$112.50
3	Sediment Log	670	LF	\$2.50	\$1,675.00
4	Inlet Protection	9	EACH	\$300.00	\$2,700.00
5	Concrete Washout	1	EACH	\$500.00	\$500.00
6	Construction Entrance	1	LUMP SUM	\$3,000.00	\$3,000.00
7	Tree Removal	1	LUMP SUM	\$750.00	\$750.00
8	Topsoil Stripping and Stockpiling	150	CY	\$3.00	\$450.00
9	Clay Excavation and Embankment	1,200	CY	\$7.00	\$8,400.00
10	Backfill Curb	325	LF	\$1.00	\$325.00
11	6" Topsoil Respread and Seeding	1,500	SY	\$3.00	\$4,500.00
12	Erosion Control Blanket (NAG DS-75)	136	SY	\$2.00	\$272.00
13	Convert Turf Basin to Native Planting Basin	1	LUMP SUM	\$25,000.00	\$25,000.00
<b>TOTAL SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS</b>					<b>\$50,684.50</b>
<b>SCHEDULE II - UNDERGROUND IMPROVEMENTS</b>					
1	6" PVC Storm Sewer Pipe	158	LF	\$30.00	\$4,740.00
2	10" PVC Storm Sewer Pipe	60	LF	\$32.00	\$1,920.00
3	12" RCP Storm Sewer Pipe	138	LF	\$35.00	\$4,830.00
4	4" Clean Out	2	EACH	\$750.00	\$1,500.00
5	1'-0" Diameter Inlet	1	EACH	\$500.00	\$500.00
6	2'-0" Diameter Inlet	2	EACH	\$900.00	\$1,800.00
7	4'-0" Diameter Manhole	2	EACH	\$2,500.00	\$5,000.00
8	Trench Backfill	200	LF	\$45.00	\$9,000.00
9	Manhole to be Removed	2	EACH	\$400.00	\$800.00
10	Storm Sewer to be Removed	331	LF	\$15.00	\$4,965.00
<b>TOTAL SCHEDULE II - UNDERGROUND IMPROVEMENTS</b>					<b>\$35,055.00</b>
<b>SCHEDULE III - ON-SITE ROADWAY IMPROVEMENTS</b>					
1	Subgrade Preparation - Fine Grading	4,200	SY	\$1.50	\$6,300.00
2	Aggregate Base Course - 6"	442	SY	\$10.00	\$4,420.00
3	Aggregate Base Course - 10"	322	SY	\$15.00	\$4,830.00
4	Hot-Mix Asphalt Binder Course, N50 - 2.25"	442	SY	\$12.00	\$5,304.00
5	Hot-Mix Asphalt Binder Course, N50 - 2.5"	322	SY	\$15.00	\$4,830.00
6	Hot-Mix Asphalt Surface Course, N50 - 1.5"	442	SY	\$10.00	\$4,420.00
7	Hot-Mix Asphalt Surface Course, N50 - 2"	322	SY	\$13.00	\$4,186.00
8	Concrete Curb Type M-4.12	347	LF	\$18.00	\$6,246.00
9	Curb & Gutter Removal	300	LF	\$12.00	\$3,600.00
10	Pavement Removal	1,870	SY	\$10.00	\$18,700.00
11	Sawcut Pavement, Full Depth	370	LF	\$3.50	\$1,295.00
12	PCC Sidewalk - 5" with Subbase	6,290	SF	\$7.00	\$44,030.00
13	Sidewalk Removal	2,420	SF	\$1.50	\$3,630.00
<b>TOTAL SCHEDULE III - ON-SITE ROADWAY IMPROVEMENTS</b>					<b>\$111,791.00</b>
<b>TOTAL SCHEDULES I-III</b>					<b>\$197,530.50</b>

Note: The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

Project Name: Holmes Elementary School Addition  
Project Location: 5800 Holmes Ave, Clarendon Hills, IL  
Last Updated on: 8/7/2018  
Engineer: MPS

**PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST FOR BONDING**

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	COST
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Attachment 11

Engineering Plans, prepared by CAGE Civil Engineering, dated 8/7/18



# PROPOSED IMPROVEMENTS FOR ADDITIONS AND REMODELING - HOLMES SCHOOL

5800 HOLMES AVE, CLARENDON HILLS, IL

ADDITIONS AND  
 REMODELING

at  
 HOLMES SCHOOL  
 5800 Holmes Ave.  
 Clarendon Hills, IL  
 60514

for the  
 BOARD OF EDUCATION  
 Member SD 40  
 1 S. Cass, Suite 202  
 Westmont, IL 60559

BID SET

REVISIONS		
No.	Date	By

Project Number:  
 18024  
 Issue Date:  
 AUGUST 7, 2018  
 Drawn by:  
 MPS  
 Sheet Title:  
 SITE LOCATION MAP  
 & CIVIL LEGEND  
 Sheet Number:

C0.0

## LOCATION MAP



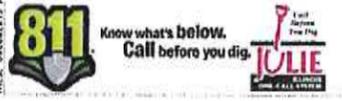
SECTION 14, TOWNSHIP 38N, RANGE 11E

## INDEX OF SHEETS

- C0.0 - SITE LOCATION MAP & CIVIL LEGEND
- C0.1 - GENERAL NOTES & SPECIFICATIONS
- C1.0 - EXISTING CONDITIONS PLAN
- C1.1 - DEMOLITION PLAN
- C1.2 - SITE LAYOUT PLAN
- C2.0 - SITE GRADING PLAN
- C2.1 - SOIL EROSION & SEDIMENT CONTROL PLAN
- C2.2 - SOIL EROSION AND SEDIMENT CONTROL DETAILS
- C3.0 - SITE UTILITY PLAN
- C4.0 - CONSTRUCTION DETAILS
- C4.1 - CONSTRUCTION DETAILS

EXISTING LEGEND	PROPOSED LEGEND
EXISTING TREE	CURB & GUTTER
CURB & GUTTER	REVERSE PITCH CURB & GUTTER
EXISTING BUILDING	DEPRESSED CURB & GUTTER
PCC SIDEWALK	PROPOSED BUILDING
GAS SERVICE	PCC SIDEWALK
ELECTRIC SERVICE	GRAVEL
STORM SEWER	STANDARD DUTY BITUMINOUS PAVEMENT
SANITARY SEWER	HEAVY DUTY BITUMINOUS PAVEMENT
WATER MAIN	STORM SEWER
FENCE	STORM INLET
STORM INLET	STORM MANHOLE
STORM MANHOLE	FLOW ARROW
SANITARY MANHOLE	OVERLAND FLOOD ROUTE
WATER METER	TOP OF SIDEWALK GRADE
VALVE VAULT	TOP OF CURB GRADE
VALVE BOX	PAVEMENT GRADE
HYDRANT	GROUND GRADE
PARKING LOT LIGHT	MAJOR CONTOUR
MAJOR CONTOUR	MINOR CONTOUR
MINOR CONTOUR	

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**GENERAL REQUIREMENTS:**

1. ALL WORK SHALL BE IN CONFORMANCE WITH THE APPLICABLE SECTIONS OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (HEREIN AFTER REFERRED TO AS STANDARD SPECIFICATIONS) ADOPTED APRIL 1, 2016 AND SUPPLEMENTAL SPECIFICATIONS. WITHIN THE STANDARD SPECIFICATIONS, ARTICLES 109.01, 109.09, 109.10, 109.11, 109.12, 109.13 AND SECTION 109 SHALL NOT BE INCORPORATED INTO THIS CONTRACT.
2. SCOPE OF WORK: THE PROPOSED IMPROVEMENTS CONSIST OF SUPPLYING ALL THE NECESSARY LABOR, MATERIAL AND EQUIPMENT TO SATISFACTORILY CONSTRUCT AND INSTALL ALL IMPROVEMENTS ACCORDING TO THE PLANS DESIGNATED HEREIN.
3. CONTRACTOR SHALL HAVE THE RESPONSIBILITY TO LOCATE AND PROTECT ALL UNDERGROUND FACILITIES UTILITIES DURING CONSTRUCTION OPERATIONS AS OUTLINED IN ARTICLE 107.31 OF THE STANDARD SPECIFICATIONS AND CONTACT THE OWNER. ANY DAMAGE TO ANY UTILITIES SHALL BE PROMPTLY REPORTED TO THE OWNER. REPAIRS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE UNDERGROUND UTILITIES SHOWN HEREIN ARE APPROXIMATE AND BASED ON THE ACTUAL LOCATION OF SURFACE STRUCTURES AND PLANS PROVIDED BY THE OWNER. THE IMPLIED PRESENCE OR ABSENCE OF UTILITIES IS NOT TO BE CONSTRUED BY THE OWNER, ENGINEER, CONTRACTOR, OR SUBCONTRACTORS TO BE AN ACCURATE AND COMPLETE REPRESENTATION OF UTILITIES THAT MAY OR MAY NOT EXIST ON THE CONSTRUCTION SITE. BURIED AND ABOVE GROUND UTILITY LOCATION, IDENTIFICATION, AND MARKING IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. REPORTING, DISCONNECTION, PROTECTION, ETC. OF ANY UTILITIES MUST BE COORDINATED BETWEEN THE CONTRACTOR, UTILITY COMPANY, AND OWNER. SITE SAFETY, INCLUDING THE AVOIDANCE OF HAZARDS ASSOCIATED WITH BURIED AND ABOVEGROUND UTILITIES REMAINS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING UTILITY PROPERTY FROM CONSTRUCTION OPERATIONS.
4. THE CONTRACTOR SHALL FURNISH, ERECT, AND MAINTAIN MARKINGS AND ASSOCIATED HAZARD WARNING LIGHTS, DELINEATOR FENCE, AND OTHER ASSOCIATED FACILITIES AS REQUIRED FOR OPEN TRENCHES, EXCAVATIONS, TEMPORARY STOCK PILES, AND PARKED CONSTRUCTION EQUIPMENT THAT MAY POSE A POTENTIAL HAZARD AS PART OF THE DAILY OPERATIONS AT THIS SITE. CONTRACTOR IS SOLELY RESPONSIBLE FOR SITE SAFETY.
5. CONTRACTOR SHALL CONTINUOUSLY COMPARE ALL LINES, GRADES, AND OTHER INFORMATION APPEARING ON THE PLANS WITH THE ACTUAL LINES, GRADES, AND SITE CONDITIONS. ANY DISCREPANCIES THAT MAY AFFECT THE PERFORMANCE OF THE WORK IN ACCORDANCE WITH THE INTENT OF THE CONTRACT DOCUMENTS SHALL BE IMMEDIATELY REPORTED TO THE OWNER AND ENGINEER IN WRITING FOR DISPOSITION BEFORE CONTRACTOR PROCEEDS WITH THE WORK. CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR THE WORK COMPLETED PRIOR TO THE REPORT TO THE OWNER AND ENGINEER, AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR CORRECTION OF THE WORK PRIOR TO THE REPORT TO THE OWNER AND ENGINEER.
6. CONTRACTOR PARKING AND LAYDOWN AREAS SHALL BE COORDINATED WITH THE OWNER.
7. PRIOR TO PERFORMING ANY WORK IN OR ON THE RIGHT OF WAY OF ANY CITY OR STATE ROADWAY, THE CONTRACTOR SHALL NOTIFY THE CITY / STATE TRAFFIC ENGINEER'S OFFICE. THE CONTRACTOR SHALL ERECT WARNING SIGNS AND BARRICADES TO PROTECT THE TRAVELING PUBLIC AND HIS WORKERS. THE SIGNING AND BARRICADING SHALL CONFORM TO THE APPROPRIATE APPLICATIONS OUTLINED IN THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES OR AS OTHERWISE DIRECTED BY THE CITY / STATE TRAFFIC ENGINEER. IF PERMITS ARE REQUIRED TO CONDUCT THE WORK, THE CONTRACTOR SHALL SECURE THE PERMITS AND SUPPLY THEM TO THE OWNER AT NO ADDITIONAL COST. ALL FULL WIDTH LANE CLOSURES, PARTIAL LANE CLOSURES, AND CONSTRUCTION ADJACENT TO PAVEMENT SHALL BE IDENTIFIED, SIGNED, AND BARRICADES ERECTED IN CONFORMANCE WITH THE APPLICABLE ARTICLES OF SECTION 701 OF THE STANDARD SPECIFICATIONS AND THE MUNICIPALITY'S REQUIREMENTS. ALL TRAFFIC PROTECTION, BOTH ON-SITE AND OFF-SITE, SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.
8. CONTRACTOR SHALL REMOVE EARTHEN MATERIALS, EXISTING SURFACES, AND STRUCTURES AS REQUIRED. ALL WASTE MATERIAL SHALL BE PROPERLY DISPOSED OFF-SITE AND SHALL BE INCIDENTAL TO THE CONTRACT.
9. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, UNLESS NOTED. THIS WILL INCLUDE BUT NOT BE LIMITED TO MUNICIPAL BUILDING PERMIT. THE OWNER WILL SECURE THE N.D.E.S. PERMIT. THE CONTRACTOR SHALL PROVIDE ANY FINANCIAL SURETIES REQUIRED AS PART OF ANY PERMIT.
10. WHEN CONCRETE IS PLACED ADJUTING STRUCTURES, FOUNDATIONS OR EXISTING SIDEWALKS, A BOND BREAKER CONSISTING OF 1" P.J.F. AND ELASTOMERIC JOINT SEALANT SHALL BE USED FULL DEPTH UNLESS OTHERWISE NOTED.
11. MAXIMUM CONTRACTION JOINT SPACING ON CONCRETE CURBS AND GUTTER OR CONCRETE GUTTER SHALL NOT EXCEED 28'.
12. SIDEWALK RAMPS FOR ADA SHALL BE IN ACCORDANCE WITH THE DETAILS SHOWN HEREIN. DETECTABLE WARNINGS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.
13. HOT-MIX ASPHALT PAVEMENT PATCHING SHALL BE IN ACCORDANCE WITH SECTION 442 OF THE STANDARD SPECIFICATIONS.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING AND SUBMITTING ELECTRONIC AS-BUILT DRAWINGS FOR UTILITIES AND DETENTION AREAS, TO THE OWNER AND ENGINEER FOR REVIEW AND APPROVAL PRIOR TO PROJECT ACCEPTANCE.
15. CONSTRUCTION STAKING, LAYOUT, AND GRADING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR USING THE BASIC TOPOGRAPHIC SURVEY CONTROLS PROVIDED IN THE PLANS. CONTRACTOR SHALL VERIFY SURVEY CONTROLS PRIOR TO BEGINNING CONSTRUCTION. ANY DISCREPANCIES IN THE SURVEY CONTROLS SHALL BE REPORTED TO THE OWNER AND ENGINEER PRIOR TO CONSTRUCTION. ANY ADDITIONAL SURVEY CONTROLS REQUIRED FOR CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
16. CONTRACTOR SHALL COORDINATE ALL UTILITY LINE CROSSINGS TO ENSURE ALL PIPES MAINTAIN MINIMUM COVER, MINIMUM CLEARANCES, AND PROPER SEPARATION. GRAVITY LINES SHALL HAVE PRECEDENCE OVER PRESSURIZED LINES.
17. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL ITEMS INCORPORATED INTO THE WORK FOR ENGINEER REVIEW AND APPROVAL A MINIMUM OF 4 WEEKS PRIOR TO ORDERING.
18. REFERENCES TO "INSPECTION" OR "INSPECTOR" IN THE SPECIFICATIONS SHALL NOT CREATE, IMPOSE, OR GIVE RISE TO ANY DUTY OWED BY THE OWNER OR ENGINEER TO THE CONTRACTOR, ANY SUBCONTRACTOR, OR ANY SUPPLIER. ALL IMPROVEMENTS SHALL BE SUBJECT TO INSPECTION BY A DULY AUTHORIZED AND QUALIFIED OWNER'S REPRESENTATIVE BOTH DURING THE COURSE OF CONSTRUCTION AND AFTER CONSTRUCTION IS COMPLETE. THE INSPECTOR SHALL HAVE AUTHORITY OVER MATERIALS OF CONSTRUCTION, METHODS OF CONSTRUCTION AND WORKSMANSHIP TO ENSURE COMPLIANCE WITH WORKING DRAWINGS AND SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE FOR REASONABLE TESTS AND PROOF OF QUALITY OF MATERIALS AS REQUESTED BY THE INSPECTOR. UPON DUE CAUSE, WHICH SHALL INCLUDE WEATHER CONDITIONS, WORKSMANSHIP OR NON-ADHERANCE TO THE APPROVED PLANS AND SPECIFICATIONS, THE INSPECTOR SHALL HAVE THE AUTHORITY TO STOP CONSTRUCTION.
19. WHERE SECTION, SUB-SECTION, SUBDIVISION, OR PROPERTY MONUMENTS ARE ENCOUNTERED, THE OWNER'S REPRESENTATIVE SHALL BE NOTIFIED BEFORE SUCH MONUMENTS ARE REMOVED. THE CONTRACTOR SHALL PROTECT AND PRESERVE ALL PROPERTY MARKERS UNTIL AN OWNER OR AUTHORIZED SURVEYOR HAS WITNESSED OR REFERENCED THEIR LOCATION.
20. ALL TRENCH BACKFILL SHALL BE IMPORTED GRANULAR MATERIAL UNLESS EXISTING GRANULAR MATERIALS ARE SPECIFICALLY APPROVED BY THE OWNER'S REPRESENTATIVE.
21. ALL AGGREGATE BASE COURSE SHALL BE COMPACTED TO 85% STANDARD PROCTOR DENSITY.
22. ALL AGGREGATE BASE AREAS TO BE PAVED (PAVEMENT, SIDEWALK, CURB, OR STRUCTURES) SHALL BE PROOF-ROLLED WITH SEVERAL PASSES OF A FULLY LOADED OUMP TRUCK. CONTRACTOR SHALL NOTIFY THE OWNER AND/OR ENGINEER 24 HOURS PRIOR TO PROOF ROLL AND SHALL MAKE ALL CORRECTIONS TO PROVIDE A SATISFACTORY SUBGRADE.
23. ANY UNCONTINUED CRACKING THAT OCCURS IN CONCRETE PAVEMENT, SIDEWALK, CURB, OR CURB AND GUTTER PRIOR TO FINAL ACCEPTANCE SHALL BE ROUTED OR SAWED AND SEALED ACCORDING TO THE STANDARD SPECIFICATIONS.
24. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES PRIOR TO ANY WORK IN AND AROUND UTILITY-OWNED INFRASTRUCTURE AND MAKE THEM AWARE OF WORK TO BE PERFORMED.
25. ALL SIDEWALKS SHALL BE 4 INCHES IN THICKNESS AND CONSTRUCTED TO THE WIDTH SHOWN ON THE PLANS. ALL SIDEWALKS SHALL BE CONSTRUCTED WITH A MIN. CROSS SLOPE OF 1% AND A MAX. CROSS SLOPE OF 2%. SIDEWALK THICKNESS SHALL BE INCREASED TO A MINIMUM 8" AT DRIVEWAYS

OR AS REQUIRED BY THE MUNICIPALITY.

26. ANY SIDEWALKS, FENCES, AND OTHER ITEMS NOT SHOWN TO BE REMOVED, BUT DAMAGED DURING CONSTRUCTION, SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.
27. CONTRACTOR SHALL NOTIFY THE APPROPRIATE AGENCY A MINIMUM OF 48 HOURS PRIOR TO CONNECTING TO OR INSTALLING ANY PUBLIC SEWER OR WATER MAINS.
28. PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AFFECTING THEIR WORK WITH THE ACTUAL CONDITIONS AT THE PROJECT SITE. IN ADDITION, THE CONTRACTOR MUST VERIFY THE ENGINEER'S LINE AND GRADE STAKES. IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE CONSTRUCTION PLANS, THE CONTRACTOR MUST IMMEDIATELY PROVIDE THE INFORMATION TO THE ENGINEER BEFORE DOING ANY WORK. OTHERWISE, THE CONTRACTOR ASSUMES FULL RESPONSIBILITY. IN THE EVENT OF DISAGREEMENT BETWEEN THE CONSTRUCTION PLANS, STANDARD SPECIFICATIONS AND/OR DETAILS, THE CONTRACTOR SHALL SECURE WRITTEN INSTRUCTIONS FROM THE ENGINEER PRIOR TO PROCEEDING WITH ANY PART OF THE WORK EFFECTED BY OMISSIONS OR DISCREPANCIES. IF THE CONTRACTOR FAILS TO SECURE WRITTEN INSTRUCTIONS FROM THE ENGINEER, THE CONTRACTOR WILL BE CONSIDERED TO HAVE PROCEEDED AT HIS OWN RISK AND EXPENSE. IN THE EVENT OF ANY DOUBT OR QUESTION ARISING WITH RESPECT TO SPECIFICATIONS, THE DECISION OF THE ENGINEER SHALL BE FINAL.

**EXISTING TOPOGRAPHY:**

1. ALL UTILITIES SHOWN ARE APPROXIMATE ONLY AND ARE DERIVED FROM EXISTING UTILITY MARKINGS, OLD SITE PLANS, UTILITY COMPANY MAPS, PRIVATE LOCATOR AND OBSERVED EVIDENCE.
2. ALL PIPE SIZES REFERENCED HEREON ARE SHOWN ACCORDING TO UTILITY COMPANY MAPS, OLD SITE PLANS AND OBSERVED EVIDENCE. ALL PIPE SIZES AND INVERTS SHOULD BE VERIFIED PRIOR TO ANY CONSTRUCTION.
3. PRIOR TO ANY EXCAVATION CONTRACTORS SHALL CALL THE TOLL FREE 1.800.422.6222 TELEPHONE NUMBER 1-800-892-0123. ALLOW 48 HOURS FOR LOCATIONS OTHER THAN EMERGENCY ASSISTANCE.

**EXISTING DEMOLITION:**

1. EXISTING UTILITIES TO REMAIN, WHICH ARE DAMAGED BY THE CONTRACTOR DURING CONSTRUCTION, SHALL BE REPAIRED AND/OR REPLACED WITHOUT ADDITIONAL COMPENSATION. CONFLICTS WITH PROPOSED CONSTRUCTION AND UTILITIES TO REMAIN ARE TO BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONSTRUCTION MANAGER FOR COORDINATION WITH THE OWNER'S REPRESENTATIVE, ENGINEER, AND UTILITY COMPANY.
2. NO DEMOLITION OR CONSTRUCTION ACTIVITIES SHALL TAKE PLACE WITHIN PUBLIC RIGHT-OF-WAY UNTIL ALL PERMITS ARE SECURED.
3. ALL PAVEMENT TO BE REMOVED SHALL BE SAWCUT FULL DEPTH.
4. CONTRACTOR SHALL EMPLOY ALL MEASURES NECESSARY DURING DEMOLITION TO CONTROL EROSION AND INSURE THAT SEDIMENT DOES NOT LEAVE THE SITE. TRACKING OF DIRT ONTO PUBLIC STREETS AND EXISTING PARKING LOT SHALL BE CLEANED IMMEDIATELY, AND ALL SEDIMENT AND EROSION CONTROL ITEMS SHALL BE INSTALLED PRIOR TO CLEARING AND DEMOLITION WORK.
5. CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING SITE CONDITIONS AND BECOMING FAMILIAR WITH ALL CONSTRUCTION DOCUMENTS.
6. ITEMS INDICATED TO BE REMOVED SHALL BE COMPLETELY REMOVED UNLESS INDICATED OTHERWISE.
7. ITEMS INDICATED TO BE SALVAGED SHALL BE CAREFULLY REMOVED AND STORED IN A LOCATION DESIGNATED BY THE OWNER.
8. ALL TREES AND BRUSH INDICATED TO BE REMOVED SHALL BE REMOVED COMPLETELY, INCLUDING ROOT BALLS.
9. UNLESS OTHERWISE IDENTIFIED AND/OR NOTED ON THE DEMOLITION PLAN, CONTRACTOR SHALL FULLY DEMOLISH, REMOVE, AND LAWFULLY DISPOSE OF ALL EXISTING BUILDINGS, IMPROVEMENTS, AND RELATED APPURTENANCES AT THIS SITE AND PROPERTY. CONTRACTOR SHALL ALSO DEMOLISH, REMOVE, AND LAWFULLY DISPOSE OF EXISTING IMPROVEMENTS AND CONSTRUCTIONS IN THE PUBLIC RIGHT-OF-WAY NECESSARY TO ACCOMPLISH THE NEW PROJECT WORK DESCRIBED ELSEWHERE IN THESE BIDDING AND CONSTRUCTION DOCUMENTS. CONTRACTOR SHALL PROCURE ALL NECESSARY PERMITS AND APPROVALS FOR SUCH DEMOLITION WORK (BOTH INSIDE THE PROPERTY LINE AND IN THE PUBLIC RIGHT-OF-WAY) PRIOR TO COMMENCING ANY DEMOLITION OPERATIONS.
10. CONTRACTOR SHALL FULLY PROTECT ALL SURROUNDING PROPERTIES FROM ANY AND ALL DAMAGE DURING DEMOLITION OPERATIONS; AND SHALL BE FULLY RESPONSIBLE FOR REPAIRING TO A CONDITION ACCEPTABLE TO THE OWNER AND ARCHITECT) ANY AND ALL DAMAGE THAT DOES OCCUR.
11. CONTRACTOR SHALL PROVIDE ALL NECESSARY TRAFFIC CONTROLS AND RELATED APPURTENANCES THAT ARE REQUIRED BY ANY APPLICABLE CODES AND ORDINANCES, DURING ALL DEMOLITION OPERATIONS.
12. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR THE SAFETY AND SECURITY OF THE PROJECT SITE AND ITS SURROUNDINGS DURING DEMOLITION OPERATIONS.
13. ALL DEMOLISHED EXISTING MATERIALS, SYSTEMS, AND CONSTRUCTIONS SHALL BE DISPOSED OF IN A LAWFUL MANNER, AND WRITTEN RECORDS OF THE FINAL DESTINATION FOR THESE MATERIALS, SYSTEMS, AND CONSTRUCTIONS SHALL BE PROVIDED TO THE OWNER AND ENGINEER.
14. EXISTING SITE SHALL BE CLEANED ON A DAILY BASIS THROUGHOUT THE DURATION OF DEMOLITIONS OPERATIONS; AND NO DEBRIS OR PRODUCTS OF DEMOLITION SHALL BE ALLOWED TO ACCUMULATE OUTSIDE THE BOUNDARIES OF THE SITE.
15. CONTRACTOR SHALL FULLY COORDINATE ALL PROJECT DEMOLITION OPERATIONS, INCLUDING THE REMOVAL AND LAWFUL DISPOSAL OF ALL MATERIALS AND SYSTEMS.
16. CONTRACTOR SHALL SUBMIT A COMPLETE WRITTEN PLAN AND SCHEDULE FOR ALL PROPOSED DEMOLITION WORK TO OWNER AND ARCHITECT FOR REVIEW AND COMMENT, PRIOR TO BEGINNING ANY SUCH OPERATIONS. DURING THE COURSE OF THIS DEMOLITION WORK, IF ANY ARTIFACTS OR OTHER UNUSUAL ITEMS ARE DISCOVERED, CONTRACTOR SHALL NOTIFY OWNER AND ENGINEER IMMEDIATELY, BEFORE PROCEEDING ANY FURTHER. ANY EXPENSES RESULTING FROM THE FAILURE TO PROVIDE SUCH IMMEDIATE NOTIFICATION SHALL BE BORNE BY THE CONTRACTOR.

**EXISTING LAYOUT:**

1. JOINTS IN SIDEWALK SHALL BE TOOLED AT 3' MAX. INTERVALS, UNLESS INDICATED OTHERWISE.
2. CONTRACTOR SHALL COORDINATE ALL WORK WITHIN PUBLIC RIGHT-OF-WAY WITH THE APPROPRIATE PUBLIC AGENCY. NOTIFICATION SHALL OCCUR A MINIMUM OF 48 HOURS PRIOR TO COMMENCING WORK WITHIN PUBLIC RIGHT-OF-WAY. ALL PERMITS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
3. P.C. CONCRETE PAVEMENT AND SIDEWALKS SHALL BE CLASS PV AND CLASS SI, RESPECTIVELY, IN ACCORDANCE WITH THE IDOT STANDARD SPECIFICATIONS.
4. CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING SITE CONDITIONS AND BECOMING FAMILIAR WITH ALL CONSTRUCTION



**SITE BENCHMARKS**  
 1. "X" CUT IN TOP OF CURB  
 ELEVATION = 742.47 (HAYDOR)  
 2. "X" CUT IN TOP OF CURB  
 ELEVATION = 740.73 (HAYDOR)  
**NOTE:** TOPOGRAPHIC SURVEY PROVIDED BY KRUSCH  
 LAND SURVEYING, LLC, DATED MAY 9, 2018.

1" = 20' (HORIZONTAL)

**ADDITIONS AND REMODELING**

of  
**HOLMES SCHOOL**  
 5800 Holmes Ave.  
 Clarendon Hills, IL 60514

for the  
**BOARD OF EDUCATION**  
 Meeker SD 40  
 111 Con. Suite 202  
 Westmont, IL 60551

**BID SET**

**REVISIONS**

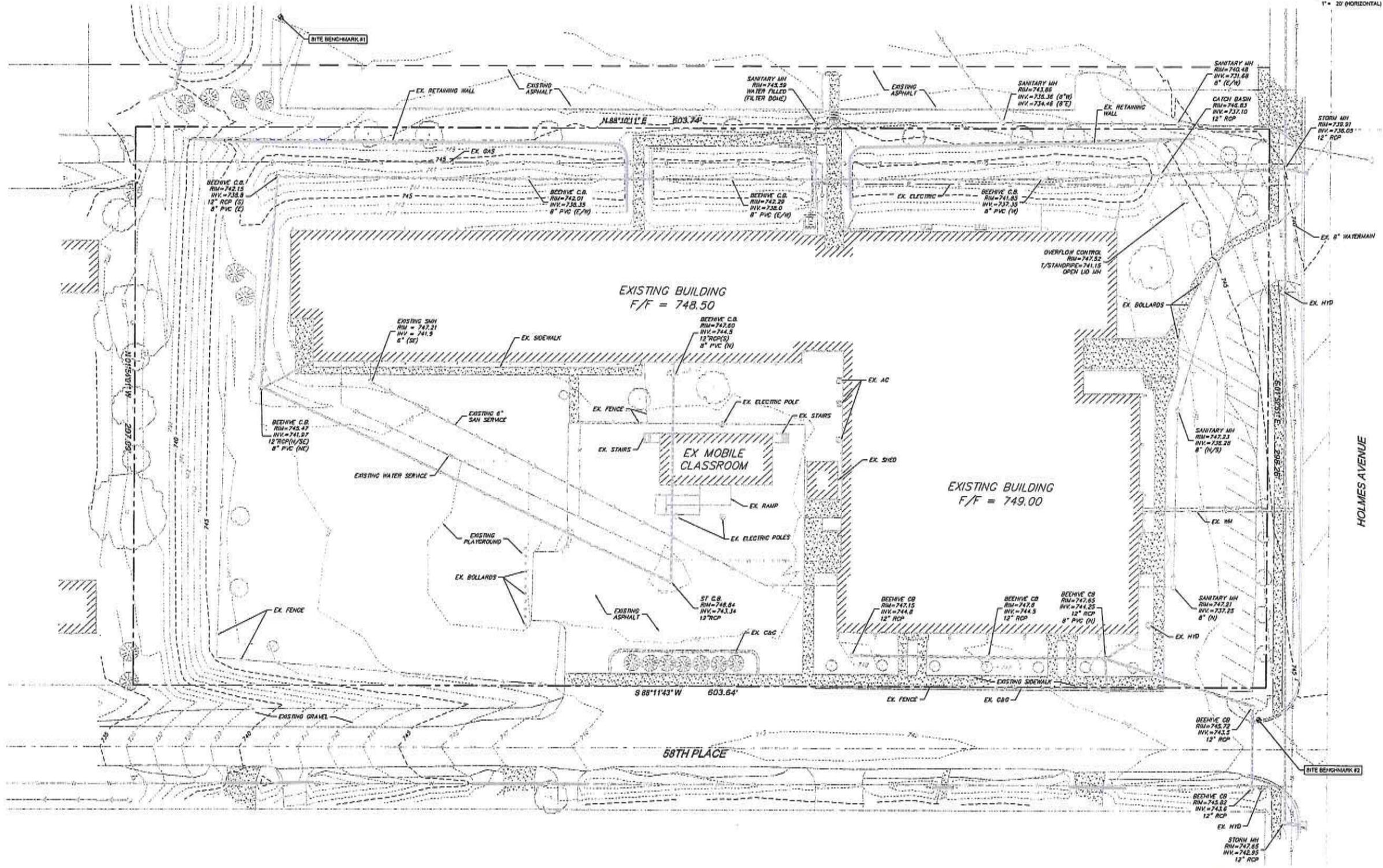
No.	Date	By

Project Number:  
**18024**  
 Issue Date:  
**AUGUST 7, 2018**  
 Drawn by:  
**MPS**  
 Sheet No:  
**EXISTING CONDITIONS PLAN**  
 Sheet Number



**C1.0**

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**ADDITIONS AND REMODELING**

at  
**HOLMES SCHOOL**  
 5800 Holmes Ave,  
 Clarendon Hill, IL 60514

for the  
**BOARD OF EDUCATION**  
 Member SD 40  
 1 S. Cass, Suite 202  
 Westmont, IL 60559

**BID SET**

REVISIONS		
No.	Date	By

Project Number:  
**18024**  
 Issue Date:  
**AUGUST 7, 2018**  
 Drawn by:  
**MPS**  
 Sheet Title:  
**DEMOLITION PLAN**  
 Sheet Number:

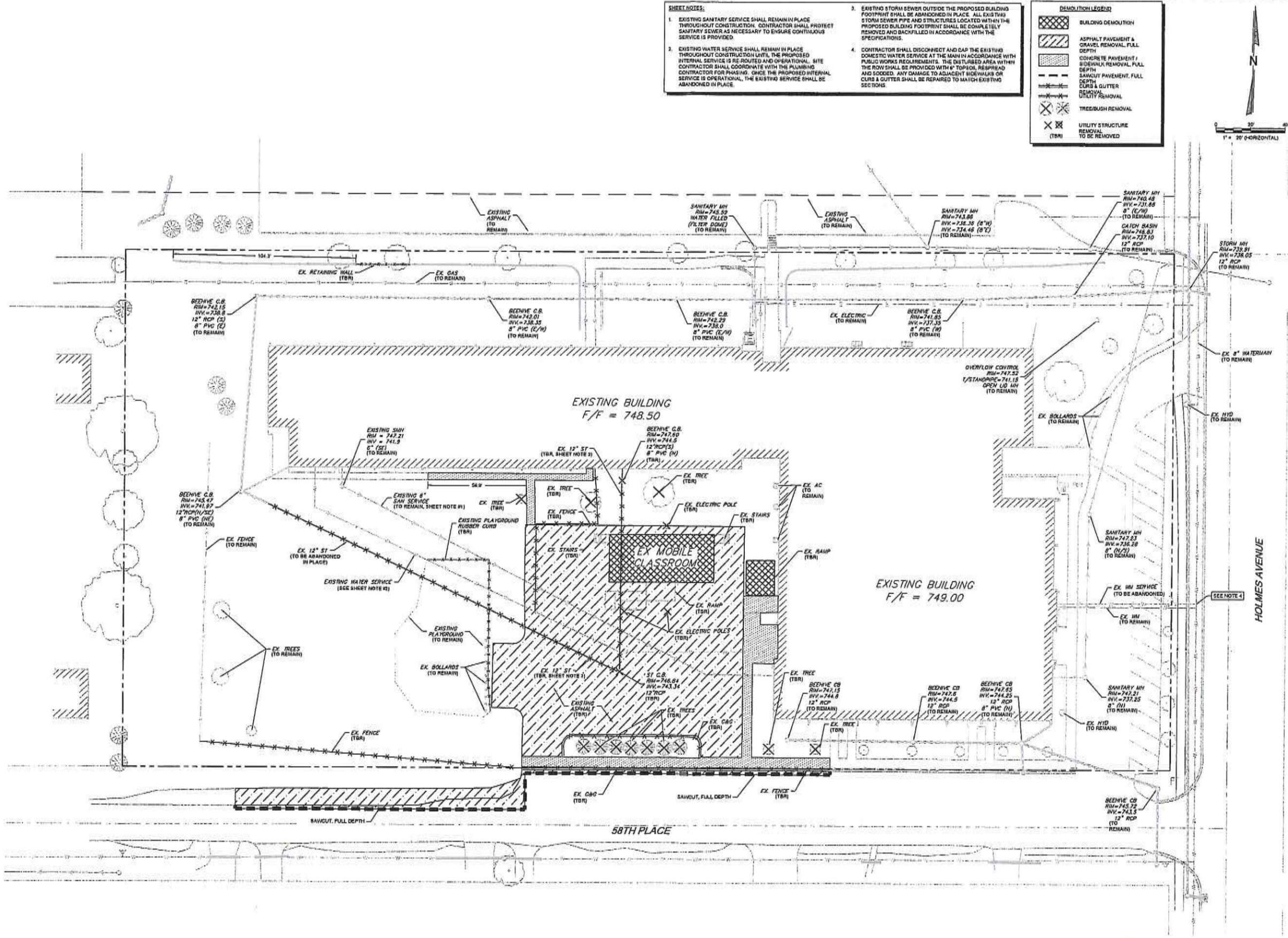


**C1.1**

- SHEET NOTES:**
- EXISTING SANITARY SERVICE SHALL REMAIN IN PLACE THROUGHOUT CONSTRUCTION. CONTRACTOR SHALL PROTECT SANITARY SEWER AS NECESSARY TO ENSURE CONTINUOUS SERVICE IS PROVIDED.
  - EXISTING WATER SERVICE SHALL REMAIN IN PLACE THROUGHOUT CONSTRUCTION UNTIL THE PROPOSED INTERNAL SERVICE IS RE-ROUTED AND OPERATIONAL. SITE CONTRACTOR SHALL COORDINATE WITH THE PLUMBING CONTRACTOR FOR PHASING. ONCE THE PROPOSED INTERNAL SERVICE IS OPERATIONAL, THE EXISTING SERVICE SHALL BE ABANDONED IN PLACE.
  - EXISTING STORM SEWER OUTSIDE THE PROPOSED BUILDING FOOTPRINT SHALL BE ABANDONED IN PLACE. ALL EXISTING STORM SEWER PIPE AND STRUCTURES LOCATED WITHIN THE PROPOSED BUILDING FOOTPRINT SHALL BE COMPLETELY REMOVED AND BACKFILLED IN ACCORDANCE WITH THE SPECIFICATIONS.
  - CONTRACTOR SHALL DISCONNECT AND CAP THE EXISTING DOMESTIC WATER SERVICE AT THE MAIN IN ACCORDANCE WITH PUBLIC WORKS REQUIREMENTS. THE DISTURBED AREA WITHIN THE ROW SHALL BE PROVIDED WITH 6" TOPSOIL, RESPIREAD AND SOODED. ANY DAMAGE TO ADJACENT SIDEWALKS OR CURB & GUTTER SHALL BE REPAIRED TO MATCH EXISTING SECTIONS.

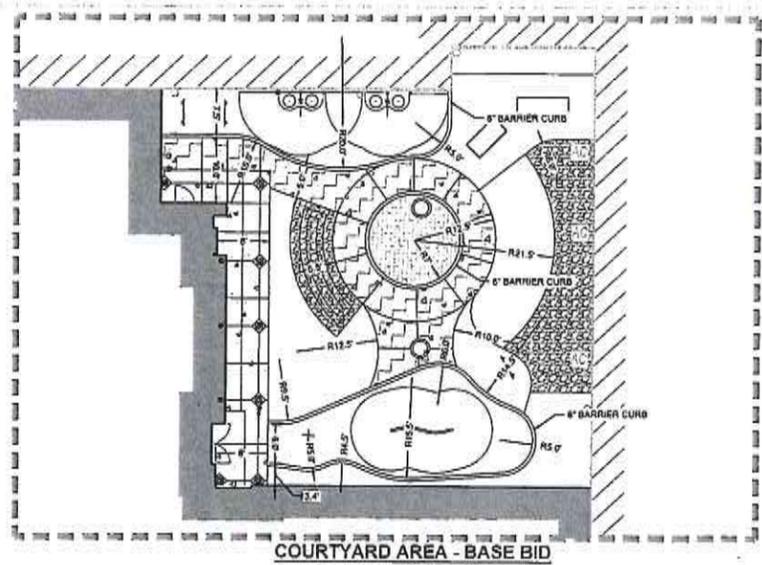
**DEMOLITION LEGEND**

- BUILDING DEMOLITION
- ASPHALT PAVEMENT & GRAVEL REMOVAL, FULL DEPTH
- CONCRETE PAVEMENT / SIDEWALK REMOVAL, FULL DEPTH
- SAWCUT PAVEMENT, FULL DEPTH
- CURB & GUTTER
- UTILITY REMOVAL
- TREEBUSH REMOVAL
- UTILITY STRUCTURE REMOVAL (TBR)

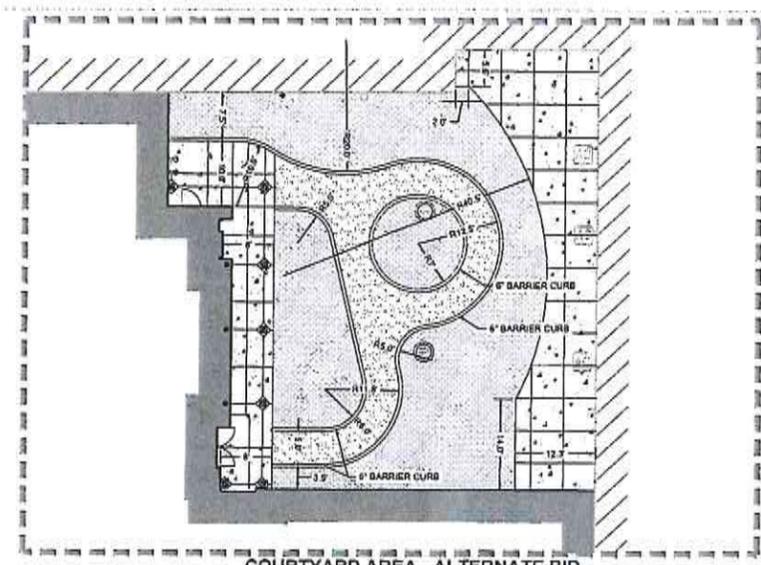


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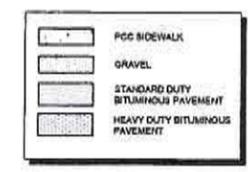
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**COURTYARD AREA - BASE BID**  
 SCALE: 1"=10'  
 (REFER TO ARCHITECTURAL PLANS FOR DETAILS)



**COURTYARD AREA - ALTERNATE BID**  
 SCALE: 1"=10'  
 (REFER TO ARCHITECTURAL PLANS FOR DETAILS)



**ADDITIONS AND REMODELING**

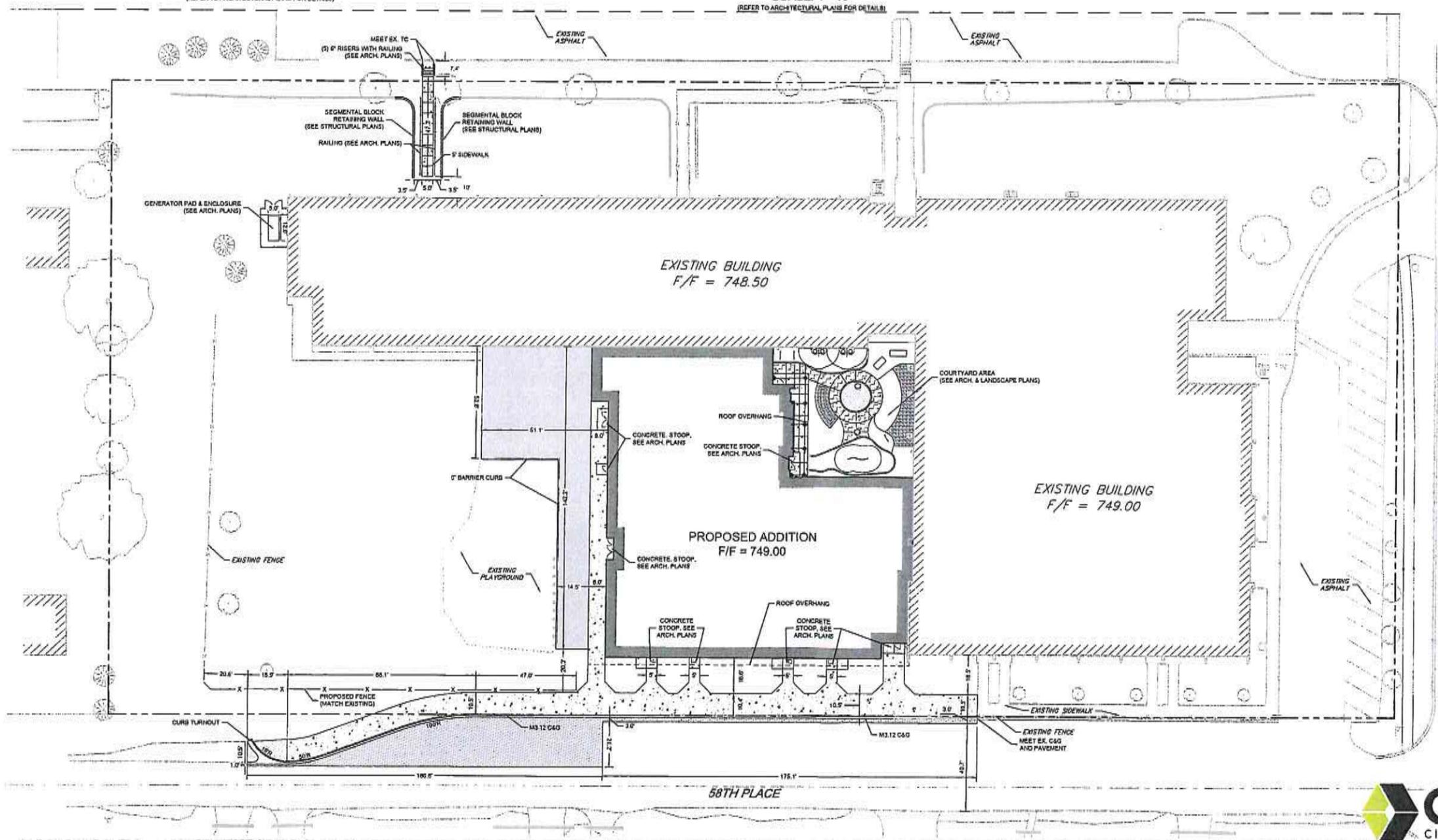
for  
**HOLMES SCHOOL**  
 8800 Holmes Ave.  
 Clarendon Hills, IL 60514

for the  
**BOARD OF EDUCATION**  
 Mueller 3D 40  
 111 Cass, Suite 102  
 Westmont, IL 60551

**BID SET**

REVISIONS		
No.	Date	By

Project Number:  
**18024**  
 Issue Date:  
**AUGUST 7, 2018**  
 Drawn by:  
**MPS**  
 Sheet Title:  
**SITE LAYOUT PLAN**  
 Sheet Number:



**C1.2**



**ADDITIONS AND REMODELING**

for  
 HOLMES SCHOOL  
 5800 Holmes Ave.  
 Clarendon Hills, IL 60514

for the  
 BOARD OF EDUCATION  
 Member SD 40  
 1 S. Cass, Suite 302  
 Westmont, IL 60559

**BID SET**

REVISIONS		
No.	Date	By

Project Number:  
 18024  
 Issue Date:  
 AUGUST 7, 2016  
 Drawn by:  
 MPS  
 Sheet Title  
 SITE GRADING PLAN  
 Sheet Number



**SEED MIX LEGEND**

SEED MIX 1 (12" MIN. TOPSOIL)

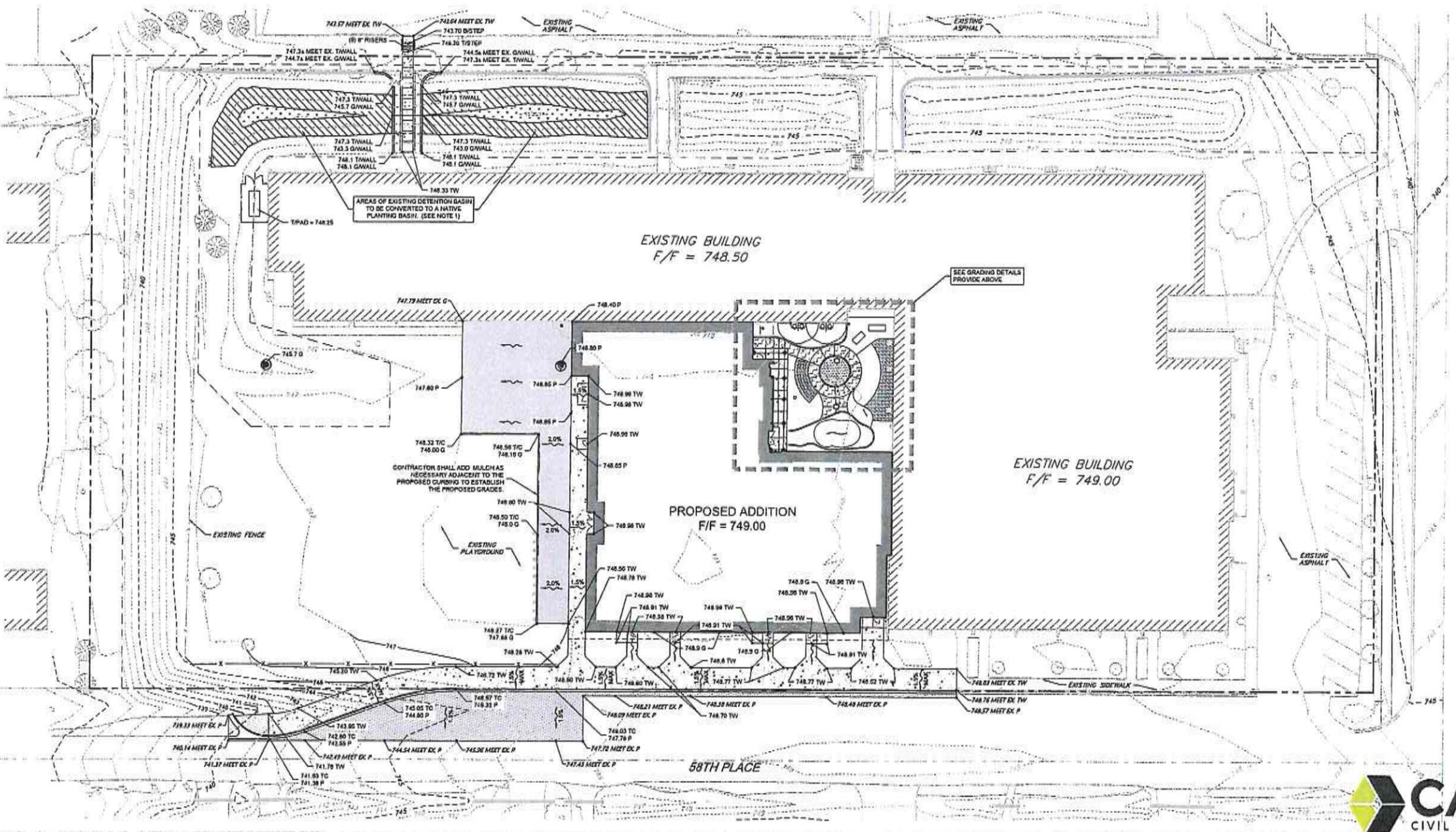
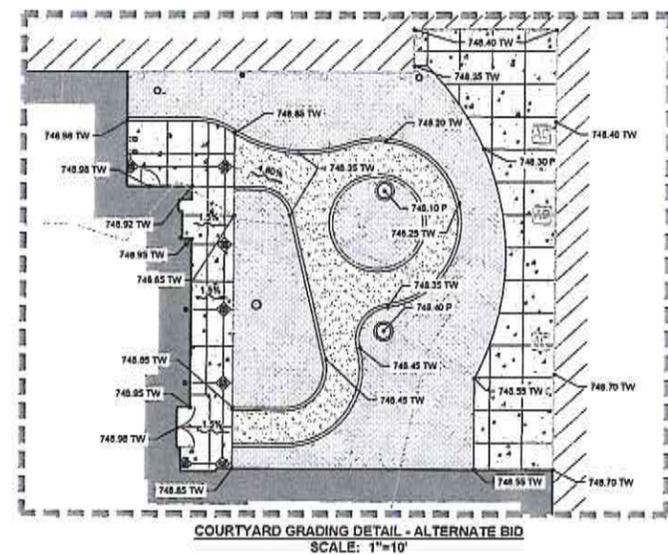
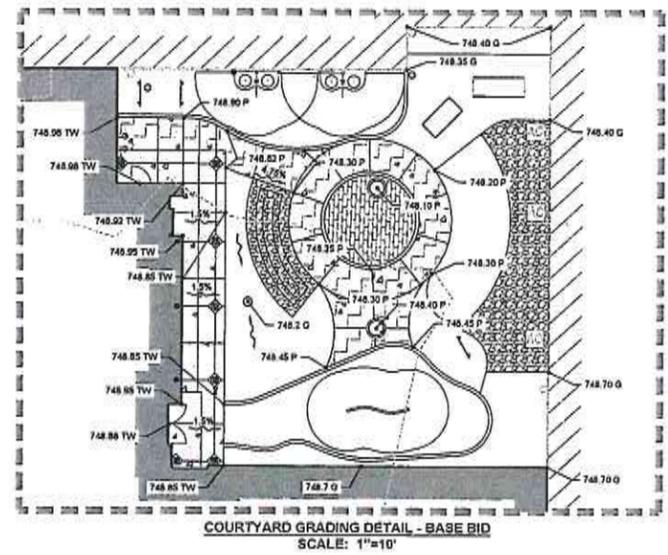
SEED MIX 2 (12" MIN. TOPSOIL)

**SEED MIX 1 - DETENTION BASIN SEED MIX**  
 AVAILABLE THROUGH PRAIRIE NURSERY, WESTFIELD, WI. APPLICATION RATE 10 LBS PER ACRE  
 WILDFLOWERS: NOODING PINK ONION, RED MILKWEED, NEW ENGLAND ASTER, WHITE FALSE INDIGO, PALE INDIAN PLANTAIN, WILD SENNA, JOE PYE WEED, BONESET, DOGTOOTH DAISY, OX EYE SUNFLOWER, WILD IRIS, BLUE FLAG IRIS, PRAIRIE BLAZINGSTAR, DENSE BLAZINGSTAR, GREAT BLUE LOBELIA, BERGAMOT, YELLOW CONEFLOWER, BLACK EYED SUSAN, SWEET BLACK EYED SUSAN, BROWN EYED SUSAN, ROSINWEED, CUPPLANT, PRAIRIE DOCK, OHIO GOLDENROD, STIFF GOLDENROD, BLUE VERNAIN, IRONWEED, GOLDEN ALEXANDERS

**GRASSES:** BIG BLUESTEM, BEBB'S SEDGE, BOTTLEBRUSH SEDGE, PORCUPINE SEDGE, AWL FRUITED SEDGE, FOX SEDGE, CANADA WILD RYE, VIRGINIA WILD RYE, SWITCHGRASS, DARK GREEN BULRUSH, INDIANGRASS, PRAIRIE CORNDOGGRASS, ANNUAL RYE NURSE CROP

**SEED MIX 2 - WILDLIFE PRAIRIE FOR CLAY SOILS MIX**  
 AVAILABLE THROUGH PRAIRIE NURSERY, WESTFIELD, WI. APPLICATION RATE 10 LBS PER ACRE  
 WILDFLOWERS: SMOOTH ASTER, NEW ENGLAND ASTER, CANADA MILK VETCH, BLUE FALSE INDIGO, WHITE FALSE INDIGO, WILD SENNA, PURPLE PRAIRIE CLOVER, CANADA TICK TREFOIL, PALE PURPLE CONEFLOWER, PURPLE CONEFLOWER, RATTLESNAKE MASTER, OX EYE SUNFLOWER, ROUNDHEAD BUSHCLOVER, BERGAMOT, WILD QUININE, SMOOTH PENSTEMON, YELLOW CONEFLOWER, BLACK EYED SUSAN, SWEET BLACK EYED SUSAN, BROWN EYED SUSAN, ROSINWEED, COMPASSPLANT, CUPPLANT, PRAIRIE DOCK, STIFF GOLDENROD

**GRASSES:** BIG BLUESTEM, SIDEOATS GRAMA, CANADA WILD RYE, SWITCHGRASS, INDIANGRASS



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**SESO LEGEND**

	EROSION CONTROL BLANKET
	SEDIMENT LOG
	INLET PROTECTION FILTER BASKET
	CONCRETE WASHOUT
	RIPPRAP
	TEMPORARY CONSTRUCTION ENTRANCE

**ARCON**  
 architects  
 construction manager  
 roof & masonry consultants  
 environmental consultants  
 landscape architects  
 2020 North Oakley Road, Suite 40  
 Lombard, Illinois 60148  
 Tel: 630.492.1900  
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**ADDITIONS AND REMODELING**

of  
**HOLMES SCHOOL**  
 8800 Holmes Ave.  
 Clarendon Hills, IL 60514

for the  
**BOARD OF EDUCATION**  
 Member ID: 60  
 1 S. Cass, Suite 202  
 Westmont, IL 60551

**BID SET**

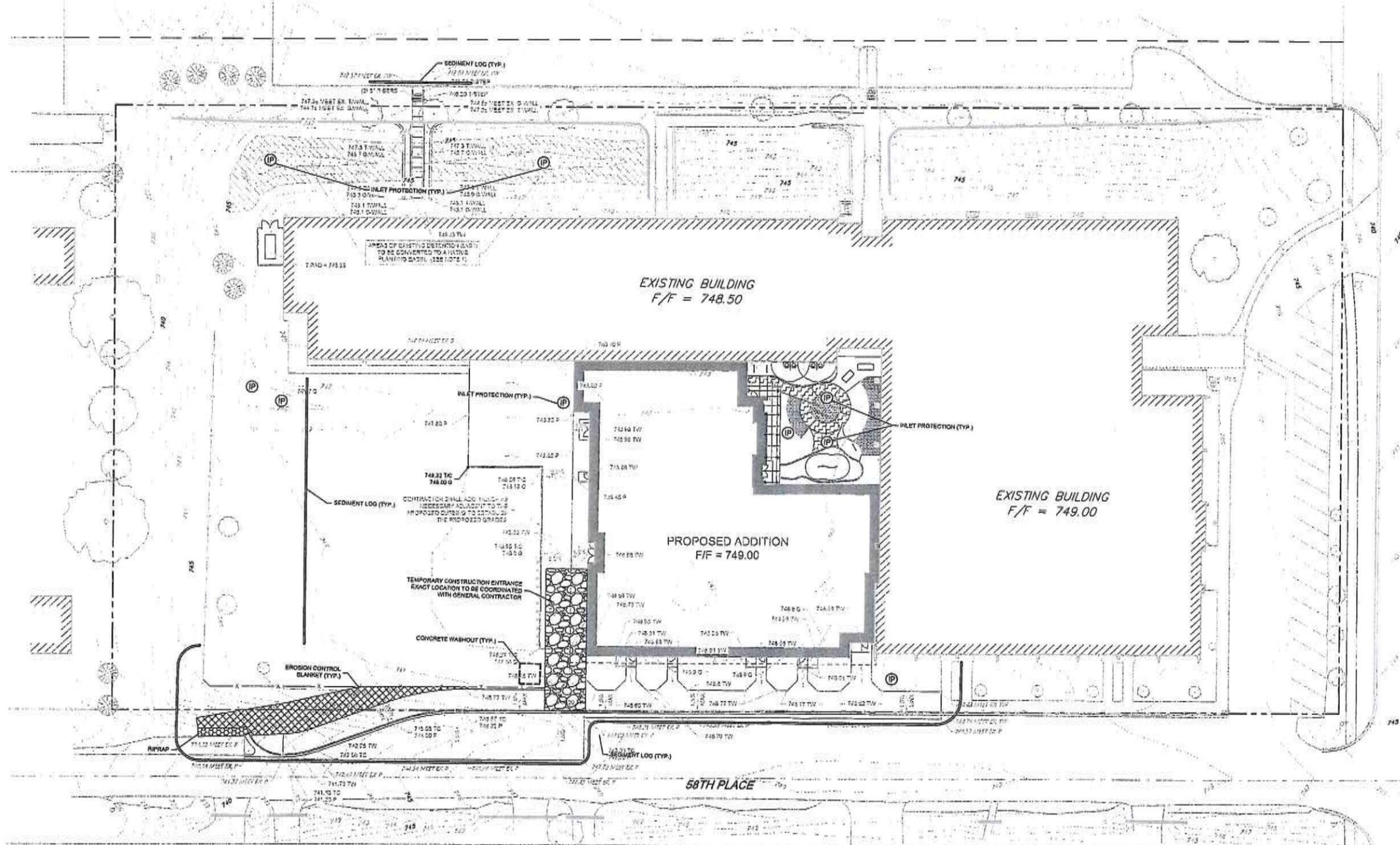
**REVISIONS**

No.	Date	By

Project Number:  
**18024**  
 Issue Date:  
**AUGUST 7, 2018**  
 Drawn by:  
**MPS**  
 Sheet Title:  
**SOIL EROSION & SEDIMENT CONTROL PLAN**  
 Sheet Number:



**C2.1**





ADDITIONS AND REMODELING

for  
 BOARD OF EDUCATION  
 Moecker SD 60  
 1 S. Cori, Suite 202  
 Westmont, IL 60557

for the  
 BOARD OF EDUCATION  
 Moecker SD 60  
 1 S. Cori, Suite 202  
 Westmont, IL 60557

BID SET

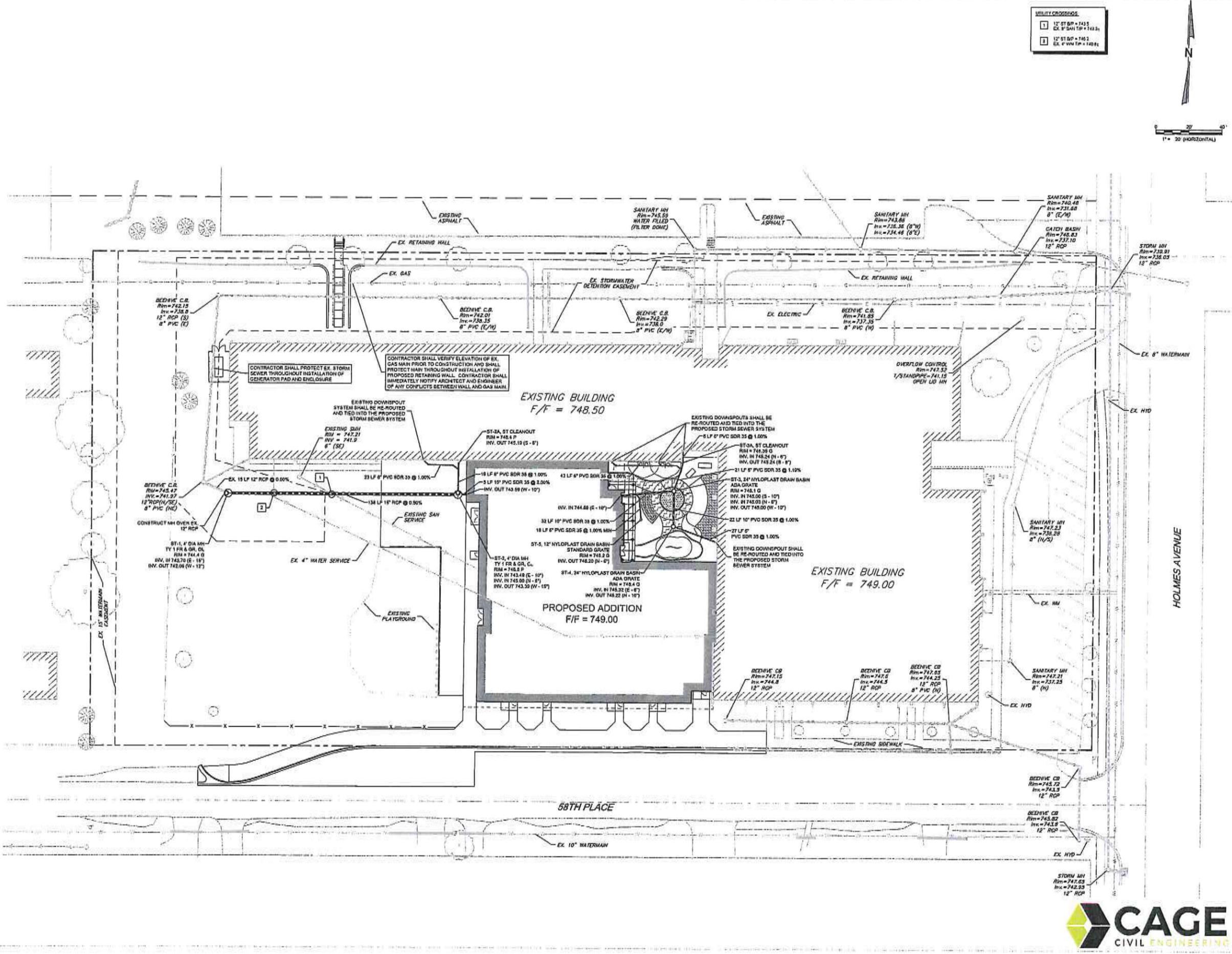
REVISIONS		
No.	Date	By

Project Number:  
 18024  
 Issue Date:  
 AUGUST 7, 2018  
 Drawn by:  
 MPS  
 Sheet Title:  
 SITE UTILITY PLAN  
 Sheet Number:



C3.0

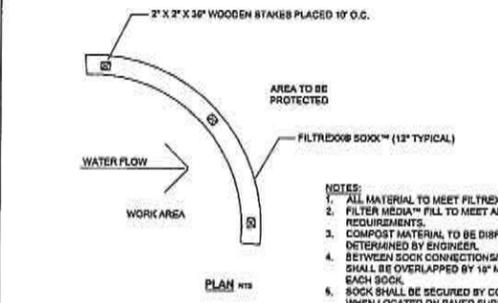
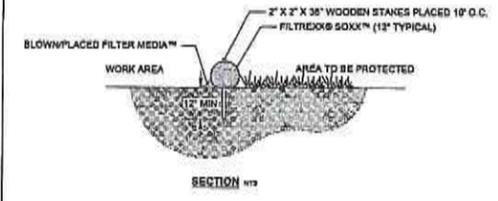
UTILITY CROSSINGS	
1	12" ST 60' x 743.5 EX. 8" SANITARY x 743.3
2	12" ST 60' x 746.2 EX. 4" WATER x 746.2



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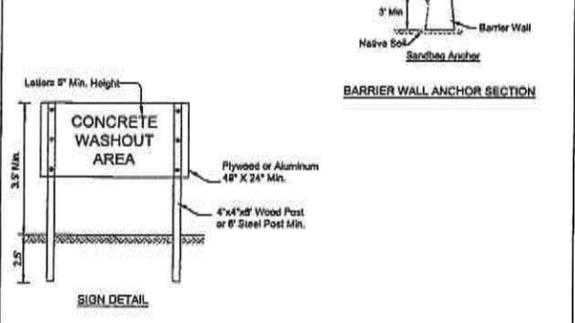
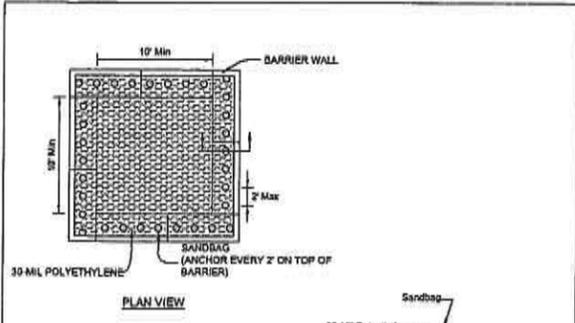
REVISIONS		
No.	Date	By

Project Number:  
**18024**  
 Issue Date:  
**AUGUST 7, 2018**  
 Drawn by:  
**MPS**  
 Sheet No:  
**SOIL EROSION AND  
 SEDIMENT CONTROL DETAILS**  
 Sheet Number



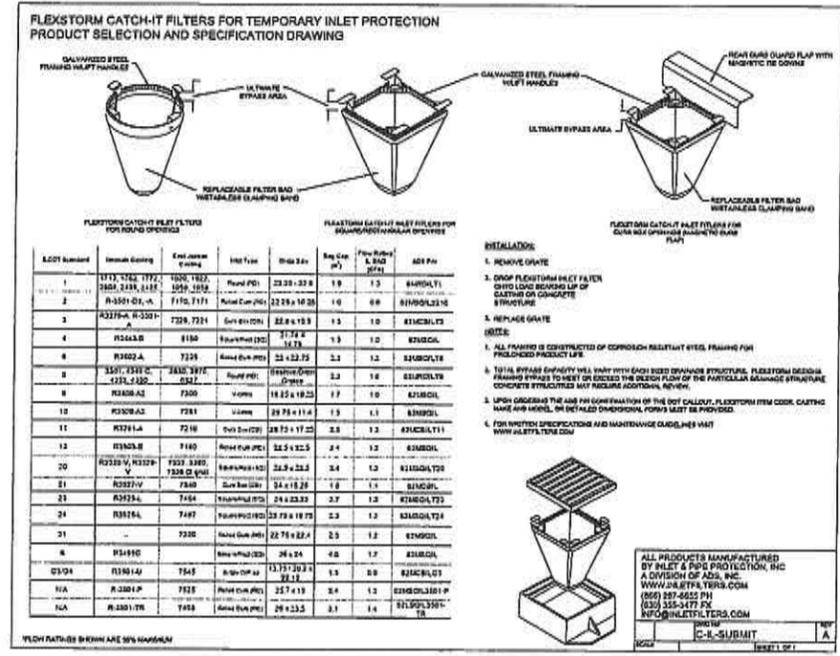
**FILTREXX® SEDIMENT CONTROL**  
 NTS

2 SEDIMENT LOG DETAIL  
 Scale: N.T.S.



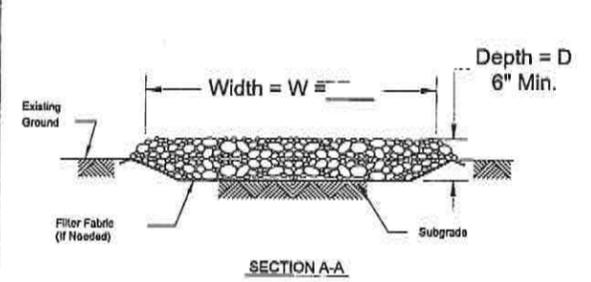
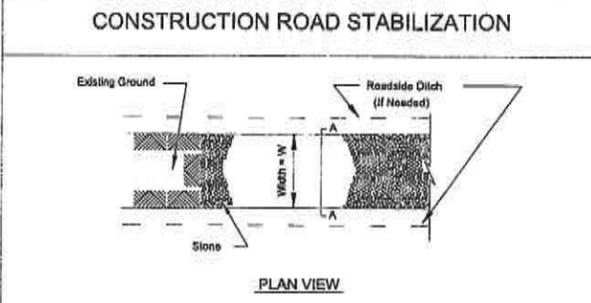
3 CONCRETE WASHOUT DETAIL  
 Scale: N.T.S.

3 CONCRETE WASHOUT DETAIL  
 Scale: N.T.S.



LIST Number	Item	Quantity	Unit	Notes
1	18" x 24" x 12" FLEXSTORM CATCH-IT FILTER	1	EA	SEE SPECIFICATIONS
2	18" x 24" x 12" FLEXSTORM CATCH-IT FILTER	1	EA	SEE SPECIFICATIONS
3	18" x 24" x 12" FLEXSTORM CATCH-IT FILTER	1	EA	SEE SPECIFICATIONS
4	18" x 24" x 12" FLEXSTORM CATCH-IT FILTER	1	EA	SEE SPECIFICATIONS
5	18" x 24" x 12" FLEXSTORM CATCH-IT FILTER	1	EA	SEE SPECIFICATIONS
6	18" x 24" x 12" FLEXSTORM CATCH-IT FILTER	1	EA	SEE SPECIFICATIONS
7	18" x 24" x 12" FLEXSTORM CATCH-IT FILTER	1	EA	SEE SPECIFICATIONS
8	18" x 24" x 12" FLEXSTORM CATCH-IT FILTER	1	EA	SEE SPECIFICATIONS
9	18" x 24" x 12" FLEXSTORM CATCH-IT FILTER	1	EA	SEE SPECIFICATIONS
10	18" x 24" x 12" FLEXSTORM CATCH-IT FILTER	1	EA	SEE SPECIFICATIONS
11	18" x 24" x 12" FLEXSTORM CATCH-IT FILTER	1	EA	SEE SPECIFICATIONS
12	18" x 24" x 12" FLEXSTORM CATCH-IT FILTER	1	EA	SEE SPECIFICATIONS
13	18" x 24" x 12" FLEXSTORM CATCH-IT FILTER	1	EA	SEE SPECIFICATIONS
14	18" x 24" x 12" FLEXSTORM CATCH-IT FILTER	1	EA	SEE SPECIFICATIONS
15	18" x 24" x 12" FLEXSTORM CATCH-IT FILTER	1	EA	SEE SPECIFICATIONS
16	18" x 24" x 12" FLEXSTORM CATCH-IT FILTER	1	EA	SEE SPECIFICATIONS
17	18" x 24" x 12" FLEXSTORM CATCH-IT FILTER	1	EA	SEE SPECIFICATIONS
18	18" x 24" x 12" FLEXSTORM CATCH-IT FILTER	1	EA	SEE SPECIFICATIONS
19	18" x 24" x 12" FLEXSTORM CATCH-IT FILTER	1	EA	SEE SPECIFICATIONS
20	18" x 24" x 12" FLEXSTORM CATCH-IT FILTER	1	EA	SEE SPECIFICATIONS
21	18" x 24" x 12" FLEXSTORM CATCH-IT FILTER	1	EA	SEE SPECIFICATIONS
22	18" x 24" x 12" FLEXSTORM CATCH-IT FILTER	1	EA	SEE SPECIFICATIONS
23	18" x 24" x 12" FLEXSTORM CATCH-IT FILTER	1	EA	SEE SPECIFICATIONS
24	18" x 24" x 12" FLEXSTORM CATCH-IT FILTER	1	EA	SEE SPECIFICATIONS
25	18" x 24" x 12" FLEXSTORM CATCH-IT FILTER	1	EA	SEE SPECIFICATIONS
26	18" x 24" x 12" FLEXSTORM CATCH-IT FILTER	1	EA	SEE SPECIFICATIONS
27	18" x 24" x 12" FLEXSTORM CATCH-IT FILTER	1	EA	SEE SPECIFICATIONS
28	18" x 24" x 12" FLEXSTORM CATCH-IT FILTER	1	EA	SEE SPECIFICATIONS
29	18" x 24" x 12" FLEXSTORM CATCH-IT FILTER	1	EA	SEE SPECIFICATIONS
30	18" x 24" x 12" FLEXSTORM CATCH-IT FILTER	1	EA	SEE SPECIFICATIONS

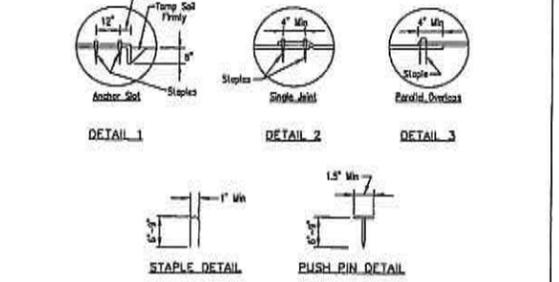
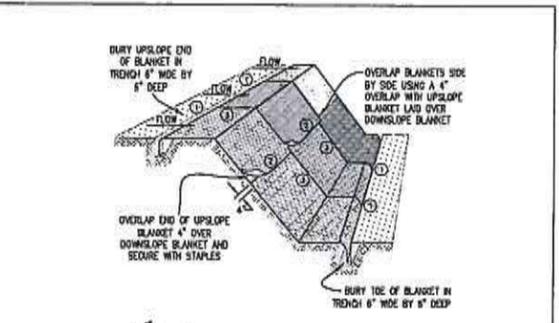
1 INLET PROTECTION DETAIL  
 Scale: N.T.S.



NOTES:  
 1. Filter fabric shall meet the requirements of material specification 592 GEOTEXTILE, Table 1 or 2, Class I, II or IV and shall be placed over the closed area prior to the placing of rock.  
 2. Stone shall meet one of the following IDOT coarse aggregate gradations, CA-1, CA-2, CA-3, or CA-4 and be placed according to construction specification 25 ROCKFILL using placement Method 1 and Class III compaction.  
 3. Minimum width to be 14 feet for one-way traffic and 20 feet for two-way traffic. Two-way traffic widths shall be increased a minimum of 4 feet for trailer traffic. Depending on the type of vehicle or equipment, speed, loads, climatic and other conditions under which vehicles and equipment operate an increase in the minimum widths may be required.  
 4. Roadway shall follow the contour of the natural terrain to the extent possible.

Project	Date	Scale

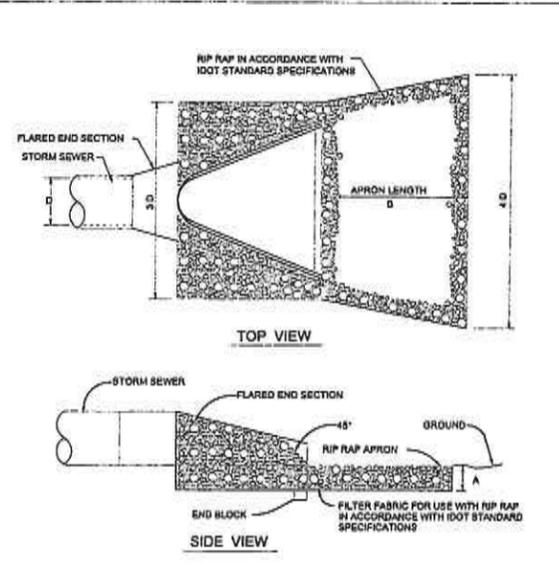
5 TEMPORARY CONSTRUCTION ENTRANCE DETAIL  
 Scale: N.T.S.



NOTES:  
 1. Staples shall be placed in a diamond pattern of 2 per sq. ft. for attached blankets. Non-stitched blankets shall use 4 staples per sq. ft. of material. This equates to 200 staples with stitched blanket and 400 staples with non-stitched blanket per 100 sq. ft. of material.  
 2. Staple or push pin lengths shall be selected based on soil type and conditions. (Minimum staple length is 6")  
 3. Erosion control material shall be placed in contact with the soil over a prepared surface.  
 4. All anchor stakes shall be stapled at approximately 12" intervals.

Project	Date	Scale

6 EROSION CONTROL BLANKET DETAIL  
 Scale: N.T.S.



PIPE DIAMETER (IN.)	STONE RIP-RAP							BEDDING	
	QUALITY DESIGNATION	GRADATION NUMBER	MINIMUM THICKNESS (IN.)	MINIMUM LENGTH (FT.)	WEIGHT RANGE (LB)	AVERAGE WEIGHT (LB)	SIZE AVERAGE (IN.)	GRADATION NUMBER	MINIMUM THICKNESS (IN.)
12	B	3	12"	12"	1-30	10	4.5"	N/A	N/A
15	B	3	14"	14"	1-50	10	4.5"	N/A	N/A
18	B	4	16"	16"	1-50	40	7"	1 or CA-3	6"
21	B	4	18"	18"	1-150	40	7"	1 or CA-3	6"
24	B	4	20"	20"	1-150	40	7"	1 or CA-3	6"
30	B	4	22"	22"	1-150	40	7"	1 or CA-3	6"
36	B	5	24"	24"	3-400	80	10"	1 or CA-3	8"
42	B	5	26"	26"	3-400	80	10"	1 or CA-3	8"
48	B	6	28"	28"	6-600	170	12"	2 or CA-1	10"
54	B	6	32"	32"	6-600	170	12"	2 or CA-1	10"
60	B	6	36"	36"	6-600	170	12"	2 or CA-1	10"
72	B	6	44"	44"	6-600	170	12"	2 or CA-1	10"

NOTE:  
 1. FOR PIPE SIZE 72" AND LARGER A SPECIAL DESIGN OF RIP-RAP OR APRON IS REQUIRED.  
 2. GRADATION REFER TO I.O.T. SPECIFICATIONS AND STANDARDS.

4 RIPRAP DETAIL  
 Scale: N.T.S.

4 RIPRAP DETAIL  
 Scale: N.T.S.

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 60814

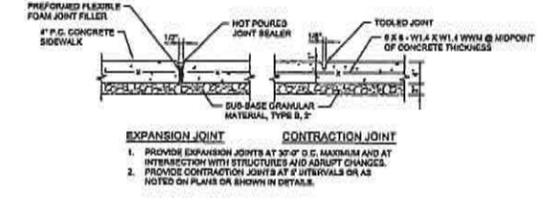
for the  
**BOARD OF EDUCATION**  
 Market 5D 40  
 1 S. Cass, Suite 202  
 Westmont, IL 60557

**BID SET**

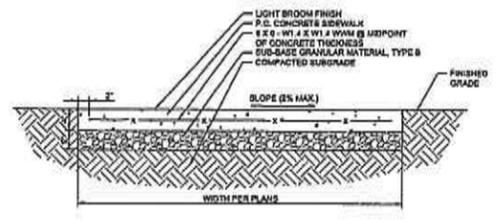
REVISIONS		
No.	Date	By

Project Number:  
**18024**  
 Issue Date:  
**AUGUST 7, 2018**  
 Drawn by:  
**MPS**  
 Sheet title:  
**CONSTRUCTION DETAILS**  
 Sheet Number

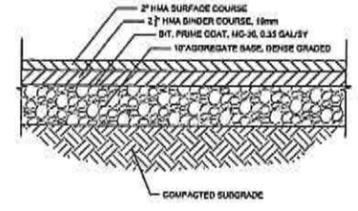
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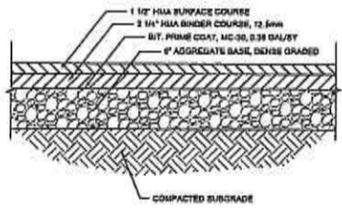
**4 SIDEWALK JOINT DETAIL**  
 Scale: N.T.S.



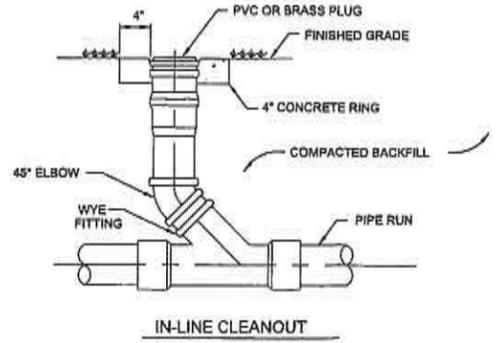
**3 SIDEWALK DETAIL**  
 Scale: N.T.S.



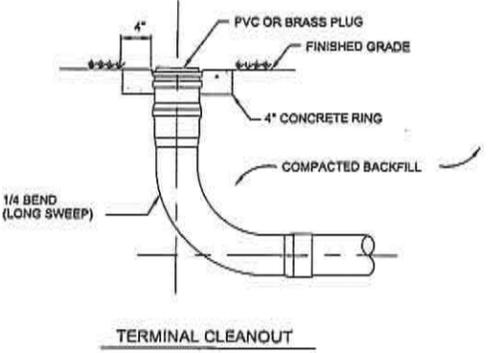
**2 HEAVY DUTY ASPHALT DETAIL**  
 Scale: N.T.S.



**1 STANDARD DUTY PAVEMENT**  
 Scale: N.T.S.

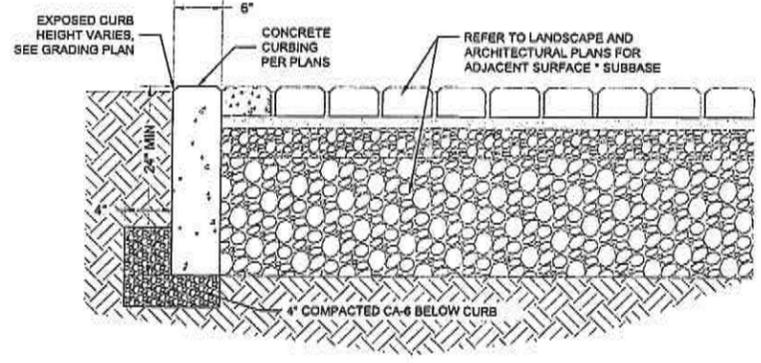


**IN-LINE CLEANOUT**

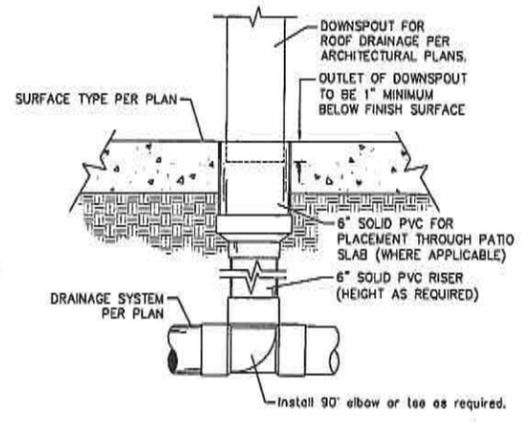


**TERMINAL CLEANOUT**

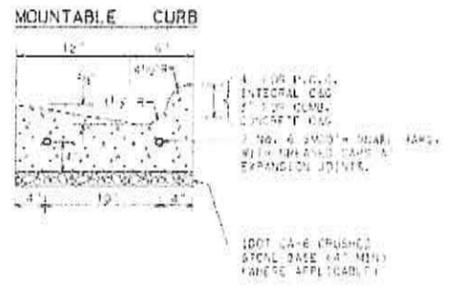
**6 STORM CLEANOUT DETAIL**  
 Scale: N.T.S.



**5 PLAYGROUND CONCRETE CURB DETAIL**  
 Scale: N.T.S.



**8 DOWNSPOUT DETAIL**  
 Scale: N.T.S.



**NOTES**

1. 2\"/>
2. EXPANSION JOINTS SHALL BE INSTALLED ON EACH SIDE A DISTANCE OF 2 FEET FROM A STRUCTURE THAT FALLS WITHIN THE CURB AND GUTTER.
3. CONSTRUCTION JOINTS SHALL BE SAWS TO A MINIMUM DEPTH OF 2 INCHES AND PLACED AT 10 FOOT INTERVALS. SAW DOTS SHALL BE SAWS TO DEPTHS THAT ARE EQUAL TO OR GREATER THAN 24 HOURS AFTER PLACEMENT OF CONCRETE.
4. CURBS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (2008), MOST RECENT EDITION UNLESS NOTED ON DETAILED DRAWING.
5. A PROTECTIVE COAT SHALL BE APPLIED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.

**7 M 3.12 & GUTTER DETAIL**  
 Scale: N.T.S.

ALL REQUIREMENTS ARE CONSIDERED TO BE THE RESPONSIBILITY OF THE ARCHITECT. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN OF THE CURB AND GUTTER. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN OF THE CURB AND GUTTER. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN OF THE CURB AND GUTTER.





Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts_1	Illuminance	Fc	0.93	16.8	0.0	N.A.	N.A.

Luminaire Schedule							
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description	Tag
⊙	4	CY1-15-4K7-1-2-R	SINGLE	N.A.	0.910	CY1-15-4K7-1-2-R	FX1
⊙	10	LC6SL 6LCSL18L35K8	SINGLE	N.A.	0.910	LC6SL 6LCSL18L35K8	FX2
⊙	2	ARWX25D4-4K60	SINGLE	N.A.	0.910	ARWX25D4-4K60	FX3

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of  
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9800 Holmes Avenue  
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for the  
Meeker School  
District 60  
1 E. Cass Avenue Suite 202  
Westmont  
Illinois 60559

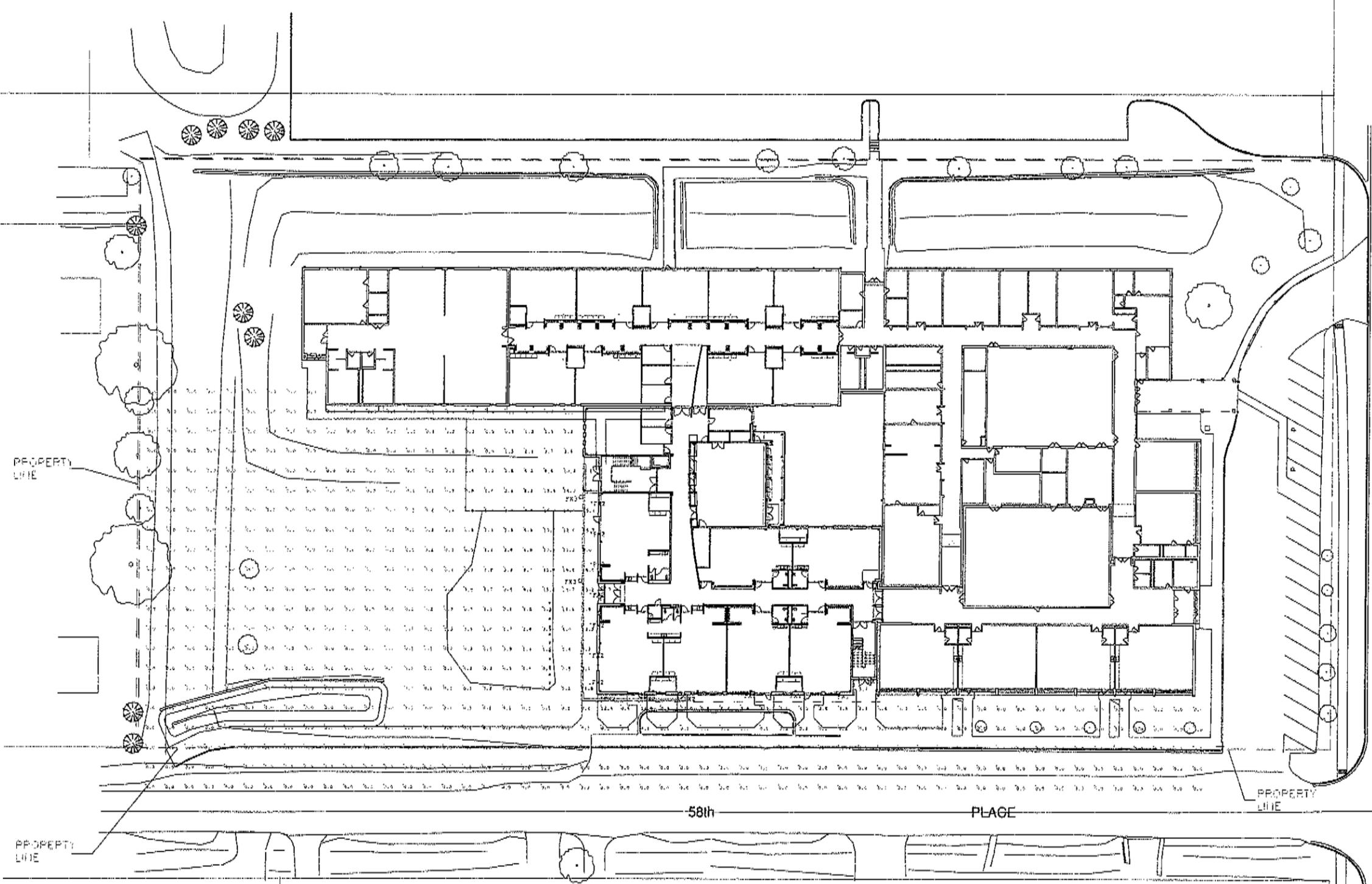
**PROGRESS SET -  
NOT FOR CONSTRUCTION**

REVISIONS  
No. Date By

Project Number:  
18024  
Issue Date:  
June 19, 2018  
Drawn by:  
Author  
Sheet Title  
SITE PLAN PHOTO METRIC  
Sheet Number

**E0.2SP**

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**1 SITE PLAN PHOTOMETRIC**  
1" = 20'-0"

# Cypher™ – CY1 Accent Scale

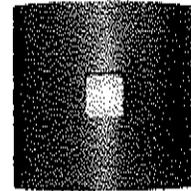
TYPE

## FEATURES

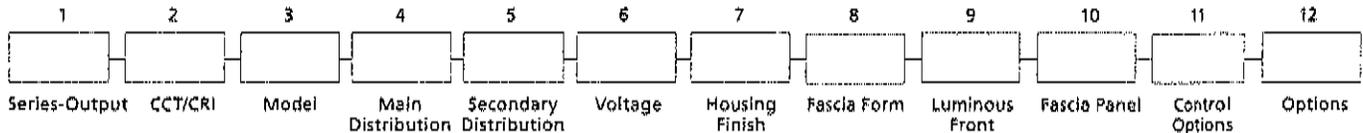
- Integral Battery Backup Option
- 360° Light Distribution
- RGBW or Static White Luminous Front Option
- IES Type I, II, III & IV Distributions
- Wall Graze, Spot and Pencil Distributions
- Multiple Fascia Options and Finishes
- 0-10V dimming
- IP-66 Housing & Optical System
- 120-277V
- 3000K, 4000K & 5000K CCT
- 10kA Surge Protection
- Fascia Forms F, E and T are ADA compliant for use in low mounting height applications (80 inches or less)
- IDA approved, downlight only, 3000K and warmer CCTs



Downlight only, 3000K and warmer CCTs



## ORDERING CODE



### SERIES-OUTPUT (Base)

CY1-15	15w, 1500 nominal lumens
CY1-25	25w, 2500 nominal lumens

### CCT-CRI

2K8	2700K, 80CRI
3K7	3000K, 70CRI
3K8	3000K, 80CRI
4K7	4000K, 70CRI
4K8	4000K, 80CRI
5K7	5000K, 70CRI

### MODEL (Light Engine)

1	DownLight Only
2	50/50 Down/Up, <b>Down/Up distributions must match</b>
3	90/10 Down/Up
4	25/25/25/25 Split, <b>Down/Up/Side distributions must match</b>
5	70/10/10/10 Split, <b>Top/Side distributions must match</b>

Contact factory for custom distributions.  
See Distribution Matrix on page 2 for restrictions.

### MAIN DISTRIBUTION (Down)

1	IES Type I
2	IES Type II
3	IES Type III
4	IES Type IV
SP	15° Spot/Column
WG	60° Wall Graze
1D	Type 1 Diffused
2D	Type 2 Diffused
3D	Type 3 Diffused
4D	Type 4 Diffused

### SECONDARY DISTRIBUTION (Up, Sides)

1	IES Type I
2	IES Type II
3	IES Type III
4	IES Type IV
SP	15° Spot/Column
WG	60° Wall Graze
PB*	Pencil Beam
1D	Type 1 Diffused
2D	Type 2 Diffused
3D	Type 3 Diffused
4D	Type 4 Diffused

\* PB distribution is available for 90/10 and 70/10/10/10 models only. Not all combinations are recommended.  
See Distribution Matrix on page 2 for restrictions.

### VOLTAGE

UNV	120-277V
-----	----------

### BASE HOUSING FINISH

#### Standard Colors

AGN	Antique Green
BL	Black
BLT	Matte Black
CR7	Corten
DB	Dark Bronze
DGN	Dark Green
GT	Graphite
LG	Light Grey
MAL	Matte Aluminum
MDB	Metallic Bronze
MG	Medium Grey
TT	Titanium
VBU	Verde Blue
WDB	Weathered Bronze
WH	Arctic White

#### Premium Colors

SFM	Seafoam
SHK	Shamrock
SPP	Salt and Pepper
WCP	Weathered Copper
RAL	Provide a RAL 4 digit color number
CUSTOM COLOR	Please provide color chip for matching

### FASCIA FORM

F	Flat
R	Radius/Curved
T	Triangle/Wedge
E	Rounded Edge
C	Circle/Curved
CB	Cylinder Balanced
CT	Cylinder Tall
CBM	Custom Building Material Mount Ghost Fascia

### LUMINOUS FRONT

BLANK	Standard None
RGBW	RGBW Luminous Front
LFSW	Static White Luminous Front

RGBW and LFSW luminous fronts are only available with open, four square and perforated fascia panels

### FASCIA PANEL

FPP	Full Panel Painted
FPS	Full Panel Stainless Steel
FPC	Full Panel Copper
OPP	Open Panel Painted
OPS	Open Panel Stainless Steel
OPC	Open Panel Copper
4PP	4-Square Panel Painted
4PS	4-Square Panel Stainless Steel
4PC	4-Square Panel Copper
PPP	Perforated Panel Painted
PPS	Perforated Panel Stainless Steel
PPC	Perforated Panel Copper

Flat and Radius Fascia forms only. Painted panels by default match base housing finish/color. Consult factory for custom panel finishes.

### CONTROL OPTIONS

PCU	Universal Button Photocell (120-277V)
-----	---------------------------------------

### OPTIONS

EM	Battery Backup Unit -20°C
SF	Single Fuse (120, 277)
DF	Double Fuse (208, 240)

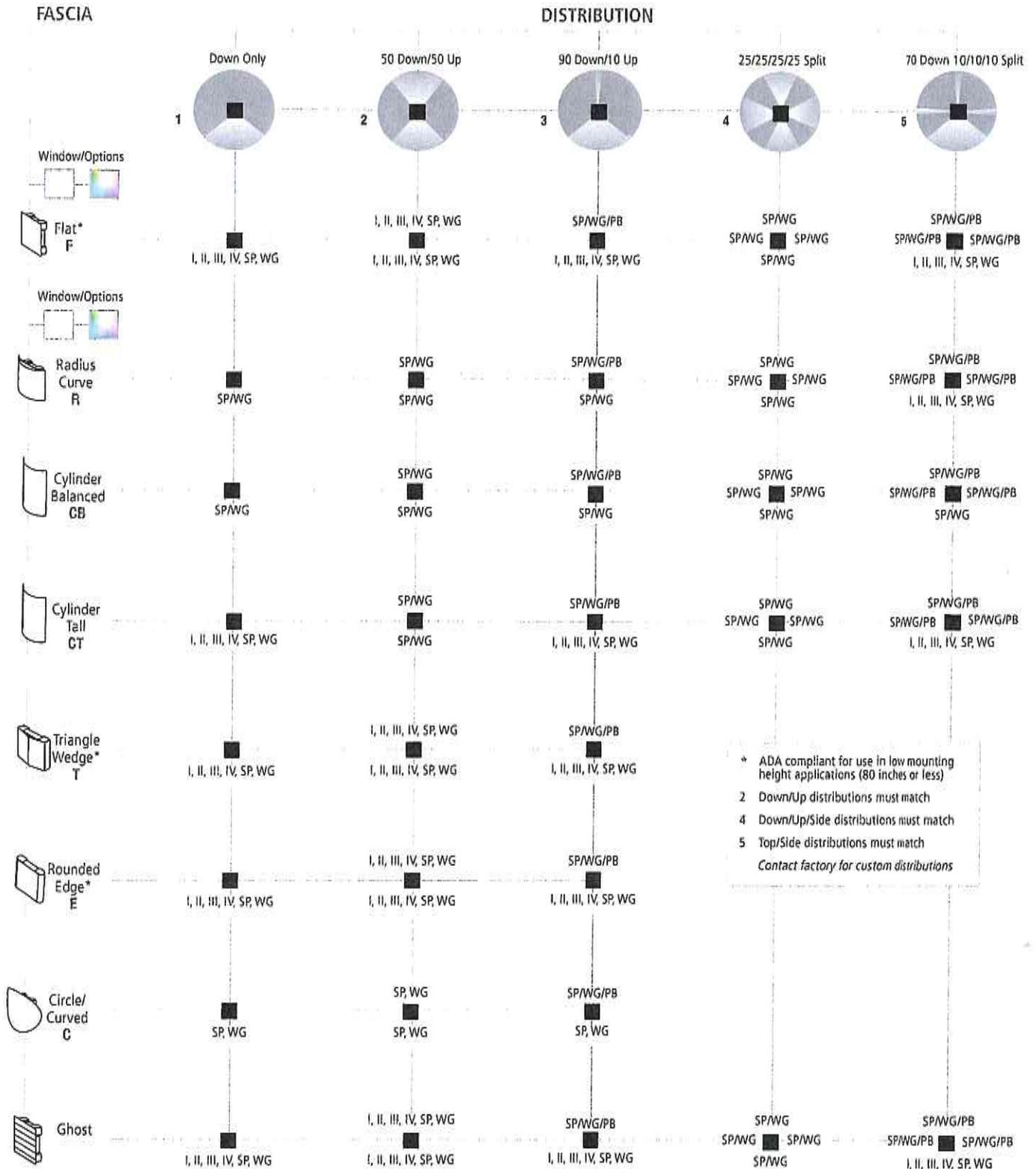
Battery Backup not available with Triangle and Rounded Edge Fascia Forms.



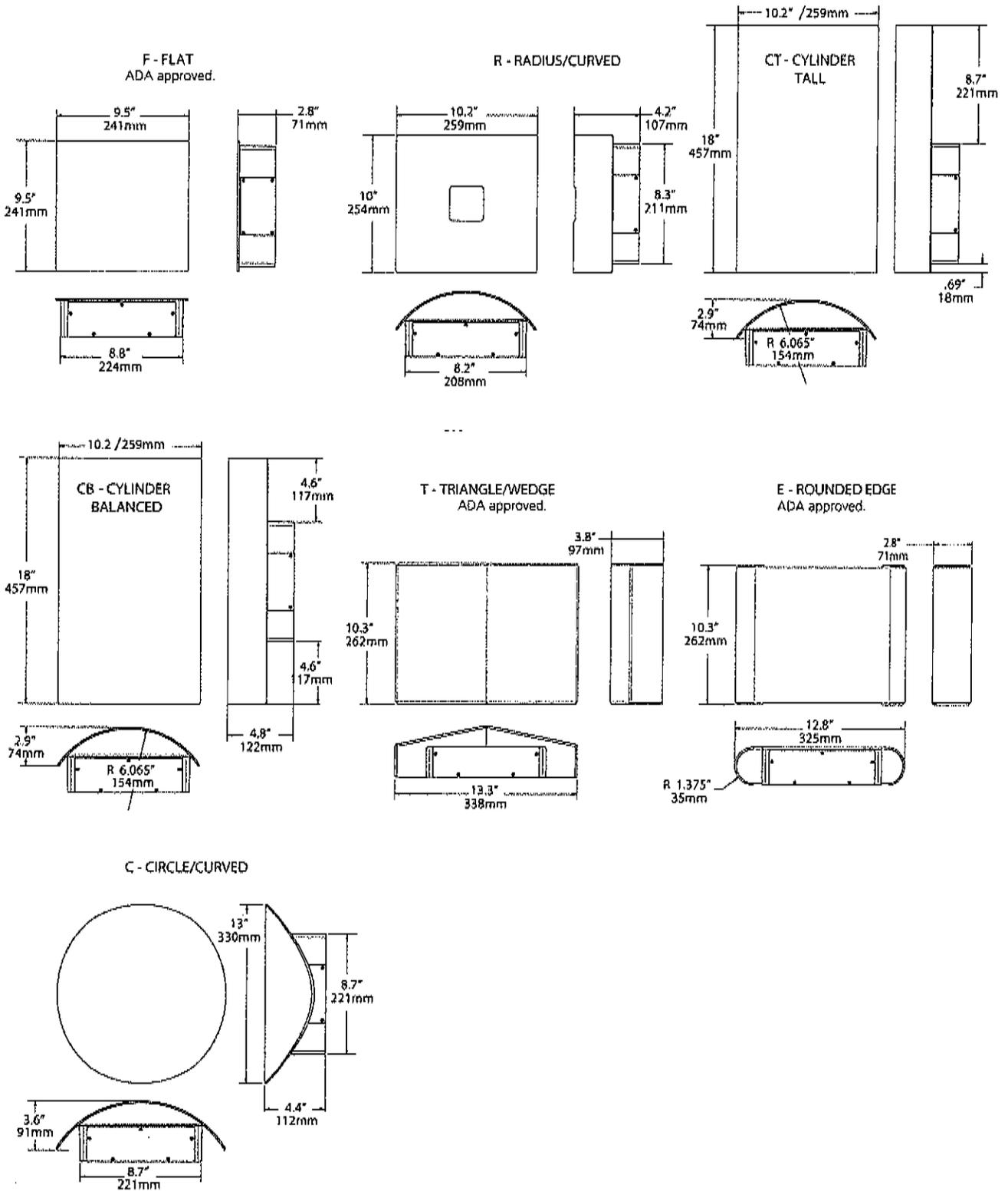
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JOB  
TYPE  
NOTES

## Distribution Matrix



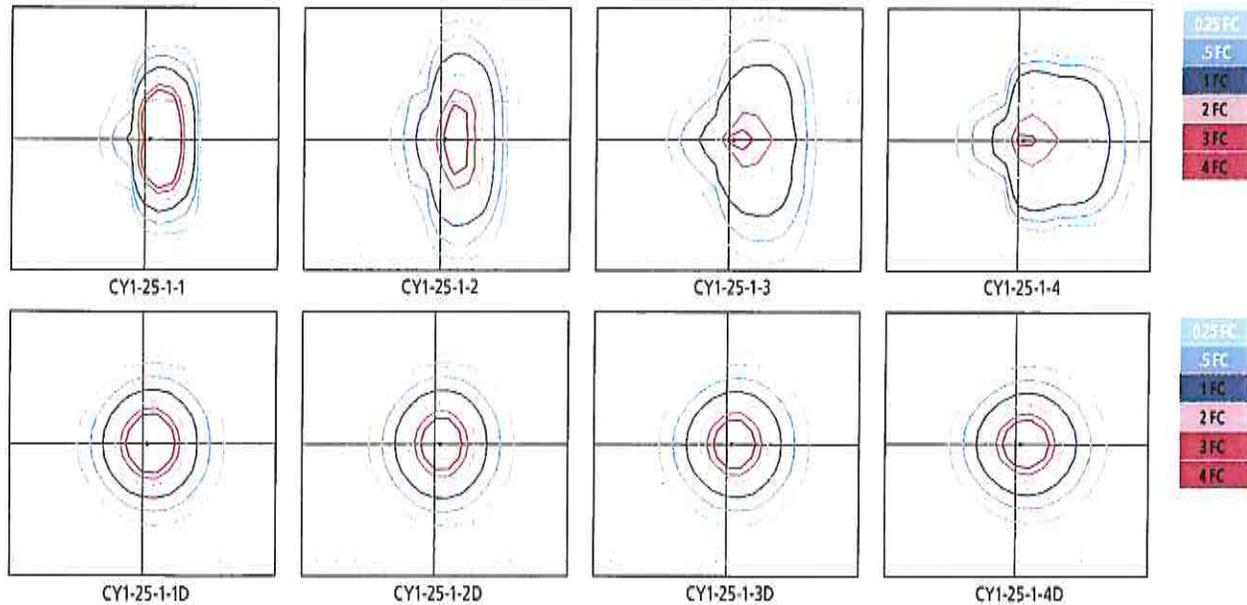
Drawings



LUMINAIRE PERFORMANCE

Downlight only			Configuration																	
Nominal Output (Lm)	Average System Wattage	Distribution	Bright White (5000K)						Neutral White (4000K)						Warm White (3000K)					
			Delivered Lumens	Efficacy (Lm/W)	BUG Rating			Delivered Lumens	Efficacy (Lm/W)	BUG Rating			Delivered Lumens	Efficacy (Lm/W)	BUG Rating					
					B	U	G			B	U	G			B	U	G			
1,500	17	Type 1	1923	113	0	0	0	1928	113	0	0	0	1825	107	0	0	0			
		Type 2	1726	102	0	0	0	1730	102	0	0	0	1638	96	0	0	0			
		Type 3	1750	100	0	0	1	1755	103	0	0	1	1661	98	0	0	1			
		Type 4	1757	103	0	0	0	1762	104	0	0	0	1668	98	0	0	0			
		Wall Graze	1971	114	1	0	0	1976	116	1	0	0	1871	110	1	0	0			
		Spot/Column	1792	103	2	0	0	1797	106	2	0	0	1701	100	2	0	0			
		Type 1 Diffused	1629	96	1	0	0	1634	96	1	0	0	1547	91	1	0	0			
		Type 2 Diffused	1573	93	1	0	1	1577	93	1	0	0	1493	88	1	0	0			
		Type 3 Diffused	1425	84	1	0	0	1429	84	1	0	0	1353	80	1	0	0			
		Type 4 Diffused	1602	94	1	0	1	1607	95	1	0	0	1521	89	1	0	0			
		2,500	26	Type 1	2517	96	0	0	0	2524	97	0	0	0	2390	92	0	0	0	
Type 2	2233			85	1	0	1	2239	86	1	0	1	2120	82	1	0	1			
Type 3	2229			85	1	0	1	2236	85	1	0	1	2117	80	1	0	1			
Type 4	2319			88	1	0	1	2325	89	1	0	1	2201	85	1	0	1			
Wall Graze	2744			104	2	0	0	2752	106	2	0	0	2605	100	2	0	0			
Spot/Column	2471			94	2	0	0	2478	95	2	0	0	2346	90	2	0	0			
Type 1 Diffused	2344			89	1	0	1	2350	90	1	0	1	2225	86	1	0	1			
Type 2 Diffused	2062			79	1	0	1	2068	80	1	0	1	1958	75	1	0	1			
Type 3 Diffused	2050			78	1	0	1	2056	79	1	0	1	1946	75	1	0	1			
Type 4 Diffused	2123			80	1	0	1	2129	82	1	0	1	2016	78	1	0	1			

ISOLINE TEMPLATES 10' Mounting Height, 10' Grid Spacing

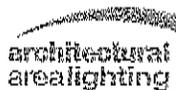


ELECTRICAL CHARACTERISTICS

Lumen Package	System Wattage (W)	Line Voltage		Input				Min. Power Factor	Max THD (%)	Dimming Range	Source/Sink Current (mA)		Absolute voltage range on 0-10v (+) Purple	
		VAC	Hz	120	277	347	480				Min.	Max.	Min.	Max.
1,500	17	120	50/60	0.1	0.1	0.0	0.0	>0.9	20	10% to 100%	0 mA	1 mA	0V	10V
2,500	26			0.2	0.1	0.1	0.1							

TM-21 LIFETIME CALCULATION (500mA)

Lumen Package	Ambient Environment °C	Projected Lumen Maintenance (Khrs)					Reported
		15	25	50	60 (TM-21)	100	
2,500	25	98%	97%	94%	92%	87%	>60Khrs.
	40	95%	93%	89%	87%	80%	



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JOB  
 TYPE  
 NOTES

**SPECIFICATIONS**

**HOUSING**

- Main housing shroud shall be of fabricated 5052-H32 aluminum alloy
- Housing mounting interface shall have a stamped silicone gasket.
- Luminaire housing shall be free of any visible heat fins, hardware or fasteners.
- Bracketry and hardware shall be stainless steel.

**OPTICAL ARRAY**

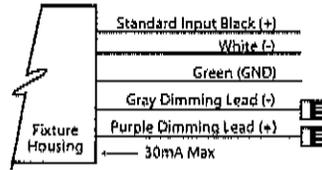
- LEDs shall be mounted to a metal printed circuit board assembly (MCPCB) with a uniform conformal coating over the panel surface and electrical features.
- Optical lenses shall be clear injection molded PMMA acrylic.
- Optical array shall be recessed in order to shield each LED optic across the length of the aperture.
- Optical array shall be sealed for IP66 rating.
- Secondary lens is impact resistant 5/32" tempered glass.

**ELECTRICAL**

- Drivers shall be in direct contact with the die-cast aluminum housing across the entire surface area of the widest face for maximum thermal transfer.
- "Thermal Shield", primary side, thermister provides protection for the sustainable life of LED module and electronic components.
- Drivers shall have greater than a 0.9 power factor, less than 20% harmonic distortion, and be suitable for operation in -40°C to 40°C ambient environments
- Luminaires shall have integral surge protection that shall be U.L. recognized and have a surge current rating of 10,000 Amps using the industry standard 8/20uSec wave and surge rating of 372J. Surge protection device shall be wired in series.
- Drivers shall be U.L. recognized.
- Drivers shall not be compatible with current sourcing dimmers, consult factory for current list of known compatible dimming systems approved dimmers include Lutron Diva AVTV, Lutron Nova NFTV and NTFTV.
- Integral battery backup provides emergency path of egress lighting for the required 90 minutes for -20°C ambient environments.

**SPECIFICATIONS**

- Luminaire shall be capable of operating at 100% brightness in a 40°C environment. Both driver and optical array shall have integral thermal protection that will dim the luminaire upon detection of temperatures in excess of 85°C.
- Luminaires not configured with a control system shall be provided with 0-10 purple and gray dimming leads.



**CONTROLS**

- Button photocontrol for dusk to dawn energy savings
- PC12 for 120V, PC20 for 208V, PC24 for 240V, PC27 for 277V
- Photocell is factory installed inside the housing with a fully gasketed sensor on the side wall. For multiple fixture mountings, one fixture is supplied with a photocell to operate the others.

**BLUETOOTH®**

- RGBW option includes integral Bluetooth module, built into driver, that permits the adjustment of luminous front color when paired with Hubbell Remote App via cellular/tablet device.
- Bluetooth Low Energy (BLE) or Bluetooth Smart compatible for both iOS (iOS8 and forward) and Android (Gingerbread and forward) handheld software applications. Compatible with phones and tablets.
- Free Bluetooth Apps are available for Apple iOS and Google Android mobile devices and are downloadable via the internet at Apple App Store or Google Play.

**MOUNTING AND INSTALLATION**

- JUNCTION BOX: Standard with zinc-plated, quick-mount junction box plate that mounts directly to 4" J-Box
- Mounting plate features a one-piece EPDM gasket on back side of plate to firmly seal fixture to wall surface, forbidding entry of moisture and particulates.
- Fixture attaches by two Allen-head hidden fasteners for tamper resistance.
- Optional mounting arrangements utilize a die-cast mounting adaptor to allow for surface conduit and through branch wiring.

**SERVICING**

- Housing shall be able to hang freely in an open service position for inspection of internal wire connections. Once in service position, the housing shall be able to be removed for service by lifting the assembly up off the rear mounting plate and disconnecting the wiring plugs.
- Driver assembly shall be mounted to a prewired internal tray with quick disconnects for removal.

**FINISH**

- Luminaire finish shall consist of a five stage pretreatment regimen with a polymer primer sealer, oven dry off, and top coated with a thermoset super TGIC polyester powder coat finish.
- Luminaire finish shall meet the AAMA 605.2 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance.

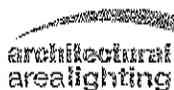
**CERTIFICATION**

- Luminaire shall be listed with UL for outdoor, wet location use, UL1598, UL 8750 and Canadian CSA Std. C22.2 no.250.
- IP66 rated assembly
- IDA approved, 3000K and warmer CCTs only.
- DesignLights Consortium® (DLC) qualified. Please refer to the DLC website for specific product qualifications at [www.designlights.org](http://www.designlights.org).
- ANSI C136.31-2010 4G Vibration tested and compliant.
- Complies with "Americans with Disabilities Act" or "ADA" on select versions for low mounting height applications (fixtures extend maximum of 4 inches from wall for mounting heights of 80 inches or less).

**WARRANTY / TERMS AND CONDITIONS OF SALE**

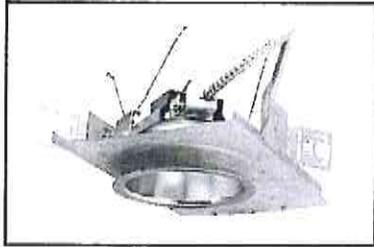
Download:  
[Five year limited warranty \(for more information visit: http://www.hubbellighting.com/resources/warranty/\)](http://www.hubbellighting.com/resources/warranty/)

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 17760 Rowland Street | City of Industry | CA 91748  
 P 626.968.5666 | F 626.369.2695 | [www.aal.net](http://www.aal.net)  
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JOB
TYPE
NOTES



## 6" LED Downlight

### LC6SL

1000/1400/1800 Lumens  
120V-277V, 347V  
0-10V Dimming Option

#### APPLICATIONS:

LiteFrame Commercial LC6SL is a 6" commercial grade LED downlight with available outputs between 1000-1800 lumens. This is suitable to replace most CFL downlighting applications, while realizing substantial energy and maintenance savings. Rated for a minimum of 50,000 hours life (70% lumen maintenance) with ambient plenum temperatures up to 35°C (10L), 28°C (14L), 25°C (18L). Free Air Flow around the fixture is required for optimal life performance. This product is not recommended for use with 3rd party "FIREHAT" or insulation barriers.

#### HOUSING:

One-piece 22 gauge non-corrosive steel platform. Pre-wired J-box with snap-on cover for easy access. Snap-in connection from driver compartment allows easy installation of light engine/trim assembly and can be upgraded to accommodate technology improvements. Approved for 8 (4 in/4 out) No. 12 AWG conductors rated for 90°C through wiring.

#### REFLECTOR:

High purity aluminum, Alzak, iridescence suppressed, semi-diffuse reflector. Self-trim standard. Painted white self-trim (WT) available as option.

#### LED LIGHT ENGINE:

The LC6SL uses mid power Nichia LEDs, specifically mixed to provide a minimum of 80 CRI with 3 SDCM color consistency. The use of multiple mid power LEDs allows for optimal thermal management by effectively spreading the heat over a larger area and eliminating hot spots on the LEDs. A diffuse, yet highly transmissive lens obscures the view of the LEDs and creates a smooth, even look from below. The light engine is available in multiple Kelvin temperatures and the system is designed to provide optimal life and lumen maintenance (50,000 hours at 70% lumen maintenance). The reflector/light engine assembly is mechanically retained to the housing.

#### LED DRIVER:

The LC6SL utilizes a constant current LED driver. This same driver is capable of running all three different lumen outputs, resulting in a reduction of housing skus and simplified specification. The driver is UL8750, Class II compliant and universal 120V-277V.

#### DIMMING:

0-10V dimming options are available (DM/DM1), providing flicker-free dimming at 10% and 1% respectively. See list of compatible dimmers on page (4). For the sizing of the control circuit, the dimming circuit may require up to 2mA of sink current.

#### INSTALLATION:

Light commercial bar hangers included (not with WWCP option). Universal adjustable mounting brackets also accept 1/2" EMT conduit or 1 1/2" or 3/4" lathing channel (by others) or Prescolite 24" bar hangers (B24 or B6). Wall wash orientation may be field adjusted in 90° increments to housing.

#### CERTIFICATIONS:

CSA certified to US and Canadian safety standards. Suitable for wet locations (EM, EMR and WW damp location). ENERGY STAR qualified.

#### WARRANTY:

5 year warranty. See [www.prescolite.com](http://www.prescolite.com) for details.

DATE: \_\_\_\_\_ TYPE: \_\_\_\_\_

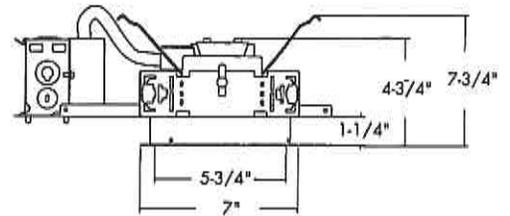
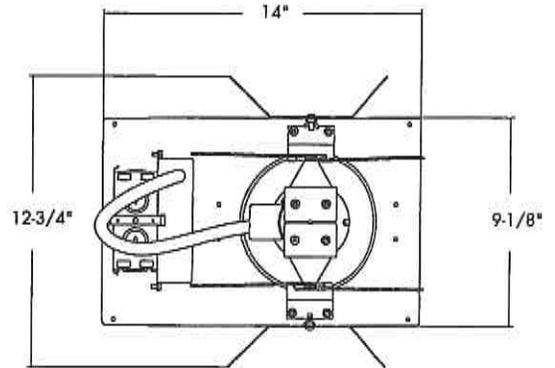
FIRM NAME: \_\_\_\_\_

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

## LiteFrame



Ceiling Cutout: 6 1/4"  
Maximum Ceiling Thickness 1 1/4"  
For conversion to millimeters,  
multiply inches by 25.4  
Not to Scale



#### LC6SL 10L & 14L

- \*See page 4 for LC6SL 18L line art
- \*See page 4 for LC6SLEM line art
- \*See page 4 for LC6SLCP line art
- \*See page 4 for LC6SL WWCP line art

Order housing, reflector, and accessories separately

#### CATALOG NUMBER:

HOUSING	DRIVER OPTIONS	VOLTAGE	HOUSING OPTIONS
<input type="checkbox"/> <b>LC6SL</b> Standard Lumen Non Dimming 120V-277V	<input type="checkbox"/> <b>DM</b> 0-10V 10% Dimming <input type="checkbox"/> <b>DM1</b> 0-10V 1% Dimming	<input type="checkbox"/> <b>347<sup>2,7,10</sup></b> 347V	<input type="checkbox"/> <b>EM<sup>2,4,8</sup></b> Integral Battery Pack <input type="checkbox"/> <b>EMR<sup>4</sup></b> Remote Battery Pack <input type="checkbox"/> <b>CP<sup>3,6,8</sup></b> Chicago Plenum <input type="checkbox"/> <b>WWCP<sup>3,9</sup></b> Wall Wash Chicago Plenum Housing

- <sup>1</sup> See Central Inverter compatibility note and web links on page 4.
- <sup>2</sup> EM must be selected on both the housing and the trim.
- <sup>3</sup> Not compatible with EM or EMR
- <sup>4</sup> Damp location only
- <sup>5</sup> Compatible with EMR only
- <sup>6</sup> CP must be selected on both the housing and the trim
- <sup>7</sup> Not compatible with CP
- <sup>8</sup> Not available with WW option
- <sup>9</sup> WW must be selected on trim
- <sup>10</sup> Not compatible with WWCP

TRIM APERTURE	OUTPUT	KELVIN	CRI	REF. FINISH/ COLOR OPTION	REFLECTOR OPTIONS
<input type="checkbox"/> <b>6LCSL</b> Standard Lumen Clear Alzak Reflector	<input type="checkbox"/> <b>10L</b> 1000 Lumen <input type="checkbox"/> <b>14L</b> 1400 Lumen <input type="checkbox"/> <b>18L</b> 1800 Lumen	<input type="checkbox"/> <b>27K</b> 2700 Kelvin <input type="checkbox"/> <b>30K</b> 3000 Kelvin <input type="checkbox"/> <b>35K</b> 3500 Kelvin <input type="checkbox"/> <b>40K</b> 4000 Kelvin <input type="checkbox"/> <b>50K</b> 5000 Kelvin	<input type="checkbox"/> <b>8</b> 80+ CRI <input type="checkbox"/> <b>9</b> 90+ CRI	<input type="checkbox"/> <b>WH</b> Painted Matte White Reflector and Flange <input type="checkbox"/> <b>WT</b> Painted White Flange Only <input type="checkbox"/> <b>WF</b> Wide Flange <input type="checkbox"/> <b>WW<sup>4,5,7</sup></b> Wall Wash <input type="checkbox"/> <b>EM<sup>2,4,8</sup></b> Integral Battery <input type="checkbox"/> <b>CP<sup>3,6</sup></b> Chicago Plenum	<input type="checkbox"/> <b>WT</b> Painted White Flange Only <input type="checkbox"/> <b>WF</b> Wide Flange <input type="checkbox"/> <b>WW<sup>4,5,7</sup></b> Wall Wash <input type="checkbox"/> <b>EM<sup>2,4,8</sup></b> Integral Battery <input type="checkbox"/> <b>CP<sup>3,6</sup></b> Chicago Plenum

EXAMPLE: LC6SLDM-6LCSL14L35K9WT

ACCESSORIES
<input type="checkbox"/> <b>B24</b> Set of two(2) 24" bar hangers for T-bar ceilings
<input type="checkbox"/> <b>B6</b> Set of two (2) bar hangers for ceiling joist up to 24" centers
<input type="checkbox"/> <b>SCA6D</b> Sloped ceiling adapter (see note on page 4)
<input type="checkbox"/> <b>LiteGear<sup>1</sup></b> Inverter, single phase central lighting, 125VA-250VA
<input type="checkbox"/> <b>LP5 Series<sup>1</sup></b> LitePower micro-inverter, 20VA-55VA



In a continuing effort to offer the best product possible we reserve the right to change, without notice, specifications or materials that in our opinion will not alter the function of the product.  
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LF-LED-041

# PHOTOMETRIC DATA

## LiteFrame - 6" LC6SL Downlight

DRIVER DATA	6LCSL10Lxxx	6LCSL14Lxxx	6LCSL18Lxxx
Input Voltage	120-277V	120-277V	120-277V
Input Frequency	50/60 Hz	50/60 Hz	50/60 Hz
Input Current	0.111 (120v) 0.048 (277v)	0.148 (120v) 0.064 (277v)	0.185 (120v) 0.080 (277v)
Input Power	13.4W	17.8W	22.2W
Constant Current Output	700mA	700mA	700mA
Power Factor	≥0.90	≥0.90	≥0.90
THD	<25%	<20%	<20%
EMI Filtering	FCC 47CFR Part 15, Class A	FCC 47CFR Part 15, Class A	FCC 47CFR Part 15, Class A
Operating Temperature	-30°C to +35°C	-30°C to +28°C	-30°C to +25°C
Dimming	0-10V	0-10V	0-10V

### Lumen Multiplier Table

Photometrics for the LC6SL are published below at a nominal 3500 Kelvin temperature. This table may be used to approximate the lumen values at different Kelvin temperatures. Power consumption would stay the same.

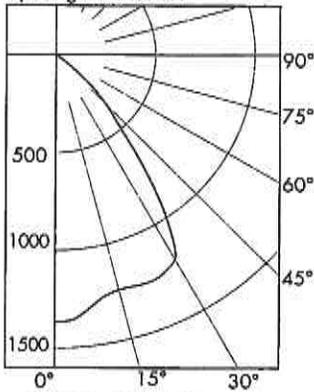
5000 Kelvin	1.09
4000 Kelvin	1.00
3500 Kelvin	1.00
3000 Kelvin	0.99
2700 Kelvin	0.96

Over-voltage, over-current, short-circuit protected

When operating in EM mode, the fixture will deliver approximately 30% of the published full lumen output.

### LC6SL 6LCSL18L35K8

LED Light Engine: 3500K, 80+ CRI  
System Wattage: 22.3W  
Fixture Delivered Lumens: 1941  
Fixture Efficacy: 87.0  
Spacing Criteria: 1.1



### CANDELA DISTRIBUTION

DEG	CANDELA
0	1368
5	1345
15	1243
25	1247
35	923
45	357
55	27
65	5
75	1
85	0
90	0

Test No. 16.03178

Tested at 25°C Ambient in accordance to IESNA LM-79-2008

### ZONAL LUMEN SUMMARY

ZONE	LUMENS	%LUMINAIRE
0-60	1935	99.7
0-90	1941	100.0
90-180	0	0.0
0-180	1941	100.0

### LUMINANCE DATA IN CANDELA/ SQ. METER

Angle in Vertical	Average
45°	27667
55°	2580
65°	648
75°	212
85°	0

### COEFFICIENTS OF UTILIZATION Zonal Cavity Method

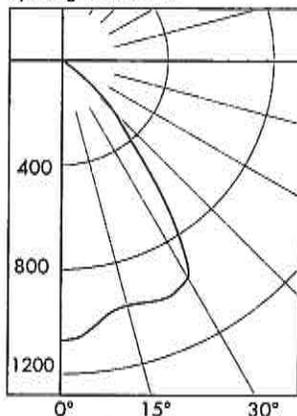
Room Cavity Ratio	% Effective Ceiling Cavity Reflectance																
	80%		70%		50%		30%		10%								
	70	80	30	10	70	80	30	10	80	30	10	80	30	10			
1	113	110	107	105	110	108	105	103	104	102	100	100	98	97	96	96	94
2	108	101	97	93	104	99	95	92	96	93	90	93	90	88	86	86	86
3	100	93	87	83	98	92	88	82	89	85	81	86	83	80	84	81	78
4	94	86	79	75	92	85	79	74	82	77	73	80	76	72	78	75	72
5	89	79	73	68	87	79	72	67	76	71	67	74	70	66	73	69	66
6	83	73	66	62	82	72	66	61	71	65	61	69	64	60	68	63	60
7	78	68	61	56	77	67	61	56	66	60	55	64	59	56	63	59	55
8	74	63	56	52	72	62	56	52	61	55	51	60	55	51	60	54	51
9	70	59	52	48	68	58	52	48	57	51	47	56	51	47	55	51	47
10	66	55	48	44	65	54	48	44	54	48	44	53	47	44	52	47	44

LC6SL 6LCSL18L35K8

Test No. 16.03178

### LC6SL 6LCSL14L35K8

LED Light Engine: 3500K, 80+ CRI  
System Wattage: 17.9W  
Fixture Delivered Lumens: 1520  
Fixture Efficacy: 84.9  
Spacing Criteria: 1.1



### CANDELA DISTRIBUTION

DEG	CANDELA
0	1072
5	1050
15	971
25	990
35	721
45	277
55	20
65	4
75	1
85	0
90	0

Test No. 16.03177

Tested at 25°C Ambient in accordance to IESNA LM-79-2008

### ZONAL LUMEN SUMMARY

ZONE	LUMENS	%LUMINAIRE
0-60	1515	99.7
0-90	1520	100.0
90-180	0	0.0
0-180	1520	100.0

### LUMINANCE DATA IN CANDELA/ SQ. METER

Angle in Vertical	Average
45°	21467
55°	1911
65°	519
75°	212
85°	0

### COEFFICIENTS OF UTILIZATION Zonal Cavity Method

Room Cavity Ratio	% Effective Ceiling Cavity Reflectance																
	80%		70%		50%		30%		10%								
	70	80	30	10	70	80	30	10	80	30	10	80	30	10			
1	113	110	107	105	110	108	105	103	104	102	100	100	98	97	96	96	94
2	108	101	97	93	104	99	95	92	96	93	90	93	90	88	86	86	86
3	100	93	87	83	98	92	88	82	89	85	81	86	83	80	84	81	78
4	94	86	80	75	92	85	79	74	82	77	73	80	76	72	78	75	72
5	89	79	73	68	87	79	72	67	76	71	67	74	70	66	73	69	66
6	83	73	66	62	82	72	66	61	71	65	61	69	64	60	68	64	60
7	78	68	61	56	77	67	61	56	66	60	56	64	59	56	63	59	55
8	74	63	56	52	72	62	56	52	61	55	51	60	55	51	60	54	51
9	70	59	52	48	68	58	52	48	57	51	47	56	51	47	55	51	47
10	66	55	48	44	65	54	48	44	54	48	44	53	47	44	52	47	44

LC6SL 6LCSL14L35K8

Test No. 16.03177



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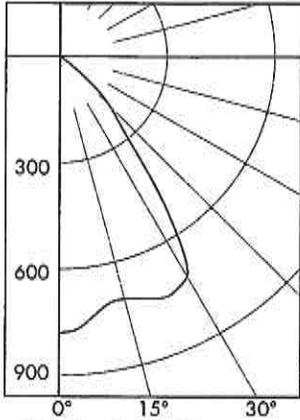


# PHOTOMETRIC DATA

## LiteFrame - 6" LC6SL Downlight

### LC6SL 6LC5L10L35K8

LED Light Engine: 3500K, 80+ CRI  
 System Wattage: 13.5W  
 Fixture Delivered Lumens: 1106  
 Fixture Efficacy: 81.9  
 Spacing Criteria: 1.1



#### CANDELA DISTRIBUTION

DEG	CANDELA
0	780
5	762
15	708
25	740
35	518
45	196
55	15
65	3
75	1
85	0
90	0

Test No. 16.03179

Tested at 25°C Ambient in accordance to IESNA LM-79-2008

#### ZONAL LUMEN SUMMARY

ZONE	LUMENS	%LUMINAIRE
0-60	1103	99.7
0-90	1106	100.0
90-180	0	0.0
0-180	1106	100.0

#### LUMINANCE DATA IN CANDELA/SQ. METER

Angle in Vertical	Average
45°	15190
55°	1433
65°	389
75°	212
85°	0

#### COEFFICIENTS OF UTILIZATION Zonal Cavity Method

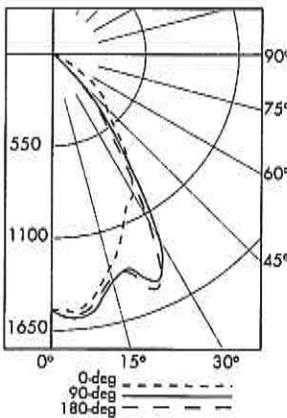
Room Cavity Ratio	% Effective Ceiling Cavity Reflection																
	80%			70%			50%			30%			10%				
	70	80	90	70	80	90	70	80	90	70	80	90	70	80	90		
1	113	110	107	105	110	108	105	103	104	102	100	100	98	97	96	95	94
2	107	101	97	93	104	99	95	92	99	93	90	93	90	88	90	88	86
3	100	93	88	83	98	92	87	82	89	85	81	85	83	80	84	81	79
4	94	86	80	75	92	85	79	74	82	77	74	80	78	73	78	75	72
5	89	79	73	68	87	78	72	68	76	71	67	75	70	66	73	69	66
6	83	73	67	62	83	73	66	62	71	65	61	69	65	61	68	64	60
7	78	68	61	57	77	67	61	56	65	60	56	65	60	56	64	60	56
8	74	63	57	52	73	63	56	52	61	56	52	60	56	51	59	55	51
9	70	59	52	48	69	59	52	48	57	52	48	57	51	47	56	51	47
10	66	55	49	44	65	55	48	44	54	48	44	53	48	44	52	47	44

LC6SL 6LC5L10L35K8

Test No. 16.03179

### LC6SL 6LC5L18L35K8 WW

LED Light Engine: 3500K, 80+ CRI  
 System Wattage: 22.2W  
 Fixture Delivered Lumens: 1938  
 Fixture Efficacy: 87.3



#### CANDELA DISTRIBUTION

DEG	0	90	180
0	1527	1527	1527
5	1545	1581	1565
15	1324	1404	1383
25	1030	1489	1517
35	792	780	670
45	454	219	189
55	273	8	8
65	64	2	2
75	9	1	1
85	0	0	0
90	0	0	0

Test No. 16.03309

Tested at 25°C Ambient in accordance to IESNA LM-79-2008

#### LUMINANCE DATA IN CANDELA/SQ. METER

Angle in Vertical	0 DEG	90 DEG	180 DEG
45°	38311	18480	15949
55°	28400	832	832
65°	9036	282	282
75°	2075	231	231
85°	0	0	0

		MULTIPLY UNITS	
⊕	⊖	⊕ UNITS ON 3' CENTER	⊖ UNITS ON 4' CENTER
1'	2'	3'	4'

#### 2' DISTANCE FIXTURE MOUNTED OUT FROM WALLS FOOTCANDLE DISTRIBUTION ON WALL SURFACE (DIRECT ONLY)

DISTANCE FROM CEILING IN FEET	1				2				3				4			
	15	11	6	2	15	11	6	2	15	11	6	2	15	11	6	2
1	15	11	6	2	15	11	6	2	15	11	6	2	15	11	6	2
2	40	36	26	13	5	41	27	41	40	10	40	36	26	13	5	41
3	34	35	28	18	11	41	36	41	36	22	36	34	35	28	18	11
4	22	22	22	19	13	33	39	33	25	27	25	22	22	22	19	13
5	14	14	14	14	13	27	30	27	20	25	20	14	14	14	14	13
6	10	10	9	9	9	24	22	24	16	19	16	10	10	9	9	9
7	7	7	6	6	6	19	18	19	14	14	14	7	7	6	6	6
8	5	5	5	4	4	15	15	15	12	11	12	5	5	5	4	4
9	4	4	3	3	3	12	13	12	10	9	10	4	4	3	3	3

LC6SL 6LC5L18L35K8 WW

Test No. 16.03309



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### Dimming Compatibility Table

Dimming Ballast	Manufacturer	Web Link
DM/DM1	Lutron DTV	<a href="http://bit.ly/1jSvZg">http://bit.ly/1jSvZg</a>
DM/DM1	Leviton AWRMG-7xx, AWSMG-7xx, AWSMT-7xx	<a href="http://bit.ly/1Bjn2R9">http://bit.ly/1Bjn2R9</a>

### Central Inverters

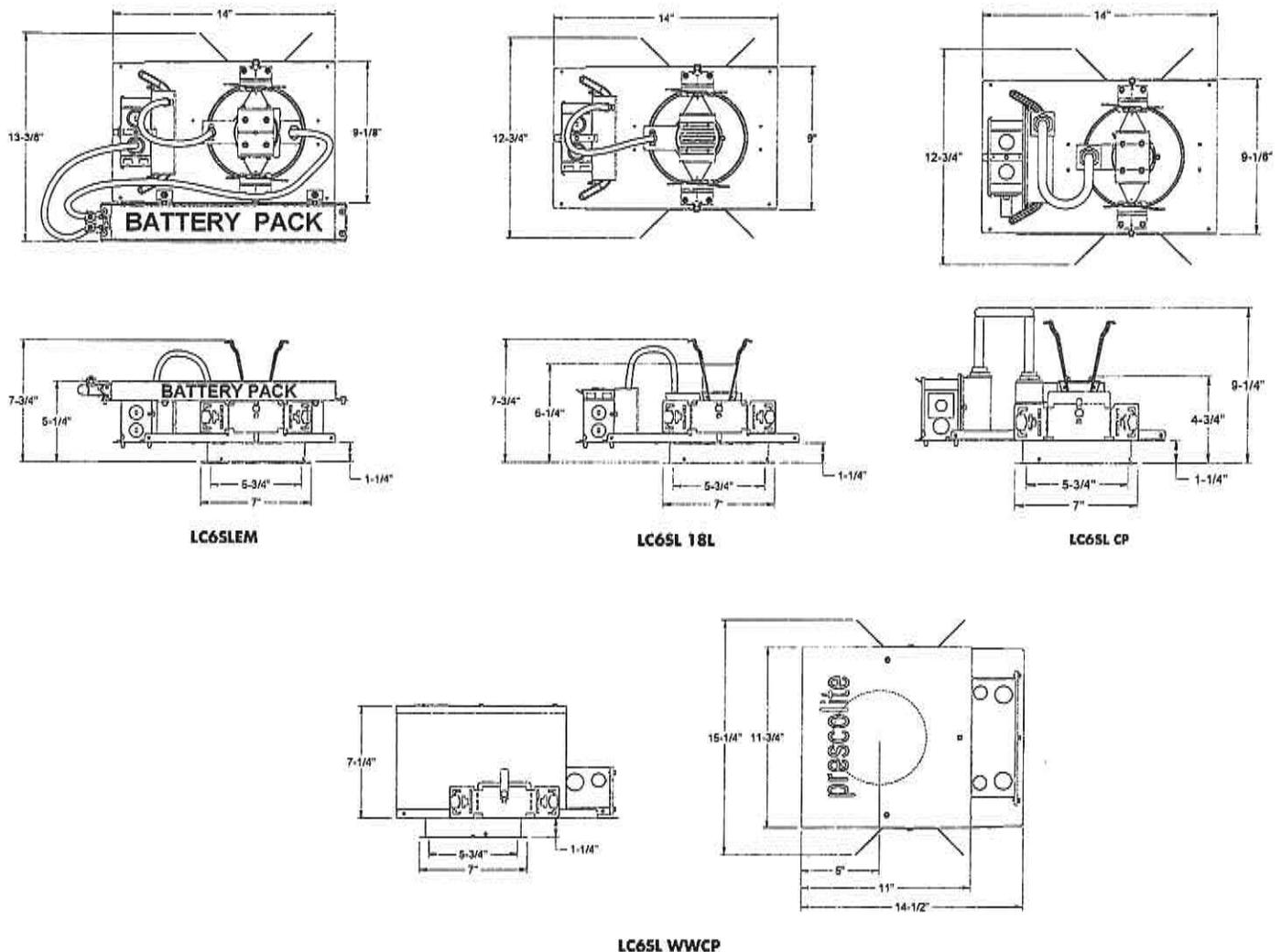
For full fixture output in back-up mode, we recommend you visit [www.dual-lite.com](http://www.dual-lite.com) for your Central Lighting Inverter options. Please contact your local Hubbell representative for any assistance with proper sizing and loading of your inverter selection. Central lighting inverters must be ordered separately.

**LiteGear:** [www.dual-lite.com/products/litegear\\_lg\\_series](http://www.dual-lite.com/products/litegear_lg_series)

**LPS Series:** [www.dual-lite.com/products/lps](http://www.dual-lite.com/products/lps)

### SCA6D

When ordering a sloped ceiling adapter, specify the degree of slope in 1° increments, maximum of 35°. For a more precise degree or wet ceiling applications, please contact factory. Sloped ceiling adapter and housing must be installed at the same time.



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JOB \_\_\_\_\_ TYPE \_\_\_\_\_

NOTES \_\_\_\_\_ APPROVALS \_\_\_\_\_

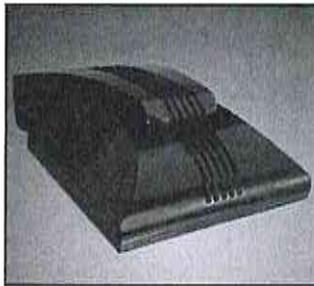
### FEATURES

- Independently aimed LEARTM modules
- 355° horizontal and 70° vertical module adjustment and -5° to +5° housing adjustment
- Wide range of drive currents available
- Design software interface for custom Type X distribution creation
- Traditional NEMA distributions available
- IP66 sealed optical chamber

### Certifications

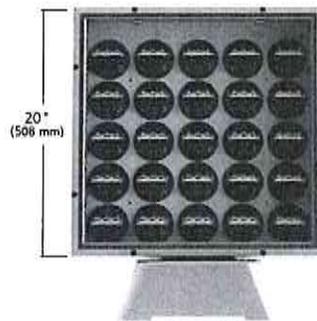


### SPECIFICATIONS

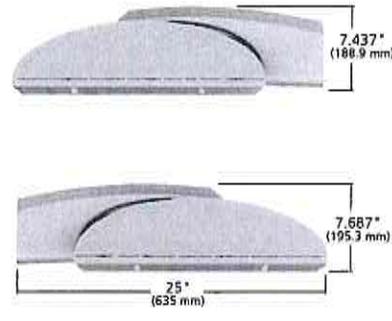


Max Weight = 68 lbs.

#### Top / Bottom

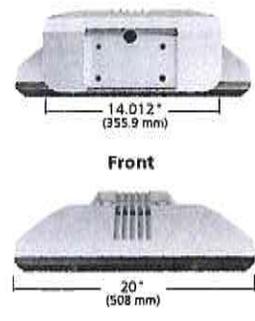


#### Side



Side - EPA 1.32

#### Back



Front - EPA 1.05

### ORDERING CODE

ARWX25							
Fixture	Mount Direction	Distribution	Electrical Module			Fixture Finish	Photocell Options
	D Down U Up	1 Type 1 2 Type 2 3 Type 3 4 Type 4 G Grazer W Wall Wash X Custom <sup>1</sup>	<u>Color Temperature</u> 3K 3000K 4K 4000K 5K 5000K	<u>Drive Current</u> 35 350mA 40 400mA 45 450mA 50 500mA 55 550mA 60 600mA	<u>Voltages</u> UV 120-277V 347 347V 480 480V	LG Light Gray BL Black DB Dark Bronze GT Graphite PS Platinum Silver TT Titanium WH White CC Custom Color <sup>2</sup>	A25-7 7-pin Photocell Receptacle A30 120V Button Photocell A31 208V Button Photocell A32 240V Button Photocell A33 277V Button Photocell A34 347V Button Photocell A35 480V Button Photocell
		Custom IES File Name					
Fuse Options	NFO Option	Controls Options			Battery Backup		
SF 120, 277, 347 Line Volts DF 208, 240, 480 Line Volts	NFO Neighbor Friendly Optic	<u>Wireless</u> WIR-RMI-IO 120 - 347V 1000 Foot Range WiScape RF mesh control system with off/on/dim, motion, photo, GPS location, alert, monitoring and metering capabilities. <u>SiteSync Lighting Control</u> SWP <sup>3,4</sup> SiteSync Wireless Pre-Commission SWPM <sup>3,4,5</sup> SiteSync Wireless Pre-Commission w/ Occupancy Sensor	<u>Catalog Number</u> SWUSB <sup>1</sup> SiteSync loaded on USB flash drive (Windows® operating system only) SWTAB <sup>1</sup> SiteSync Windows® based Tablet SWBRG <sup>1</sup> SiteSync Wireless Bridge Node	<u>Motion/Occupancy Sensor</u> SCL <sup>6</sup> Fixture Mounted Occupancy Sensor up to 16' SCH <sup>6</sup> Fixture Mounted Occupancy Sensor from 16' to 30'	EM <sup>7</sup> Integral Emergency Battery Backup		

For Pole Spec Select: [http://www.kimlighting.com/products/arms\\_and\\_poles/](http://www.kimlighting.com/products/arms_and_poles/)  
For Control Spec Select: <http://trpsll.com/index.html>

- 1 User-defined distributions must include IES<sup>1</sup> file where indicated
- 2 Custom colors subject to additional charges, minimum quantities and extended lead times. Consult representative.
- 3 Not available with other control or sensor options.
- 4 Specify group and zone. See SiteSync product page [www.hubbellighting.com/controls/sitesync](http://www.hubbellighting.com/controls/sitesync) for more details.
- 5 Specify time delay; dimming level and mounting height.
- 6 Only applies when mounted in down position.
- 7 Battery backup is rated at -40 to 85°C.

Microsoft, Encarta, MSN, and Windows are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries.

Kim Lighting reserves the right to change specifications without notice.

Distribution Type	Photometrics (3000K)											
Field Angle - 10% max	Drive Current											
	350 mA		400 mA		450 mA		500 mA		550 mA		600 mA	
	Lumens	B-U-G	Lumens	B-U-G	Lumens	B-U-G	Lumens	B-U-G	Lumens	B-U-G	Lumens	B-U-G
Type 1	16277	B4 U0 G4	18190	B4 U0 G4	20081	B4 U0 G4	21816	B4 U0 G4	23466	B4 U0 G4	25104	B4 U0 G4
Type 2	15043	B3 U0 G3	16811	B3 U0 G3	18559	B3 U0 G3	20162	B3 U0 G3	21686	B3 U0 G3	23200	B3 U0 G3
Type 3	14936	B2 U0 G3	16837	B3 U0 G3	18421	B3 U0 G3	20017	B3 U0 G3	20453	B3 U0 G3	21470	B3 U0 G4
Type 4	15079	B1 U0 G2	16850	B2 U0 G3	18603	B2 U0 G3	20210	B2 U0 G3	21738	B2 U0 G3	23255	B2 U0 G4

Distribution Type	Photometrics (4000K)											
Field Angle - 10% max	Drive Current											
	350 mA		400 mA		450 mA		500 mA		550 mA		600 mA	
	Lumens	B-U-G	Lumens	B-U-G	Lumens	B-U-G	Lumens	B-U-G	Lumens	B-U-G	Lumens	B-U-G
Type 1	17090	B4 U0 G4	19099	B4 U0 G4	21084	B4 U0 G4	22853	B4 U0 G4	24581	B4 U0 G4	26297	B4 U0 G4
Type 2	15794	B3 U0 G3	17650	B3 U0 G3	19486	B3 U0 G3	21120	B3 U0 G3	22717	B3 U0 G3	24302	B3 U0 G3
Type 3	15682	B3 U0 G3	17677	B3 U0 G3	19341	B3 U0 G3	20968	B3 U0 G3	21424	B3 U0 G3	22907	B3 U0 G4
Type 4	15832	B1 U0 G3	17692	B2 U0 G3	19532	B2 U0 G3	21170	B2 U0 G3	22771	B2 U0 G4	24360	B2 U0 G4

Distribution Type	Photometrics (5000K)											
Field Angle - 10% max	Drive Current											
	350 mA		400 mA		450 mA		500 mA		550 mA		600 mA	
	Lumens	B-U-G	Lumens	B-U-G	Lumens	B-U-G	Lumens	B-U-G	Lumens	B-U-G	Lumens	B-U-G
Type 1	17789	B4 U0 G4	19879	B4 U0 G4	21946	B4 U0 G4	23930	B4 U0 G4	25739	B4 U0 G4	27536	B4 U0 G4
Type 2	16440	B3 U0 G3	18372	B3 U0 G3	20282	B3 U0 G3	22115	B3 U0 G3	23787	B3 U0 G3	25447	B3 U0 G4
Type 3	16323	B3 U0 G3	18400	B3 U0 G3	20132	B3 U0 G3	21956	B3 U0 G3	22434	B3 U0 G4	23612	B3 U0 G4
Type 4	16479	B1 U0 G3	18415	B2 U0 G3	20330	B2 U0 G3	22168	B2 U0 G3	23843	B2 U0 G4	25508	B2 U0 G2

**ELECTRICAL CHARACTERISTICS**

Optical System	Electrical										Dimming						
	Current	System Watts	Line Voltage		Amps AC						Min. Power Factor	Max THD (%)	Dimming Range	Source current out of 0-10V purple wire		Absolute voltage range on 0-10V (+) purple wire	
			VAC	Hz	120	208	240	277	347	480				Min	Max	Min	Max
LEAR™	350 mA	167	120-480	50/60	1.39	0.80	0.70	0.60	0.48	0.35	>0.9	20	10% to 100%	0mA	1mA	0V	10V
	400 mA	190			1.58	0.91	0.79	0.69	0.55	0.40							
	450 mA	213			1.78	1.03	0.89	0.77	0.61	0.44							
	500 mA	236			1.97	1.13	0.98	0.85	0.68	0.49							
	550 mA	260			2.16	1.25	1.08	0.94	0.75	0.54							
	600 mA	283			2.36	1.36	1.18	1.02	0.81	0.59							

**TM-21 LIFETIME CALCULATION**

Optical System	Ambient Environment °C	Projected Lumen Maintenance				Reported L70
		16	26	TM-21 60	100	
LEAR™	25	97.99%	97.08%	94.03%	90.58%	> 36,000 hrs

**LED COLOR**

Designation	Spectroradiometric		
	3K	4K	5K
3000K	3000K	4000K	5000K
CRI Minimum	≥72	≥72	≥72
S/P Ratio	1.33	1.66	1.78

Consult factory for Amber, Turtle Friendly, Gulf Coast and Observatory applications.

*Kim Lighting reserves the right to change specifications without notice.*

**SPECIFICATIONS**

**Housing:**

- Low copper aluminum alloy die-casting designed as one-piece with external cooling ribs.
- Solid cast aluminum walls between the housing and arm create a thermal barrier between the optical and electrical compartments.
- Molded silicone gaskets throughout to insure sealing between the two compartments and ingress protection.
- Housing designed with integral Type X thermal transfer “turrets” utilized for both thermal transfer and to secure location of the LEAR™ Optical Module. The turrets are spaced in rows of 5 X 5, designed to optimize photometric performance for standard and Type X custom distributions.
- Tempered UV coated flat lens for low glare.

**Lens Frame:**

- One-piece, die-cast, low copper aluminum alloy secured to housing with eight captive, tamper-resistant stainless steel fasteners.
- Molded silicone gasket assembles into a cast channel in the doorframe sealing the 3/16” thick low iron-content, tempered glass lens against the housing upon closure.
- IP66 certified to protect the interior components from dust and water ingress.

**Type X LEAR™ Optical Module:**

- Turret alignment and thermal transfer design allow for freedom of adjustability and precision of the LEAR LED array.
- Optimized standard distribution or custom beam patterns.
- 3000K, 4000K, 5000K standard CCT. Amber and other custom color temperatures available.
- Customer factory adjusted distributions using IES files created using design software.
- Toolless 355° horizontal adjustment and 70° vertical adjustment with a tamper resistant fastener.
- Type X LEAR modules are IP66 rated and utilize six high output LEDs, positioned beneath a precision, high purity molded acrylic prism.

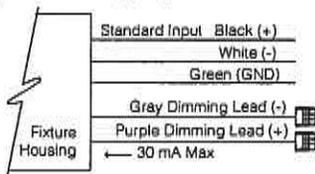
- Targeted optics minimize pixilation concerns to provide outstanding performance, uniformity and glare control.

**Electrical Components:**

- Standard programmable driver for variable drive current settings from 350mA to 700mA.
- Electrical components are located in the arm. Molded silicon gasket seal to isolate arm from the optical chamber.
- Maximum lightning surge current 20KA with thermally protected varistor technology. Surge suppression is series circuited preventing total fixture failure.
- Open circuit fault will turn off the luminaire protecting the sensitive electronics and acting as a signal for maintenance.
- Programmable Driver is rated for -40°F starting.
- “Thermal Shield” Primary Side thermister Protection for sustainable life of LEAR modules and electronic components.

**Dimming:**

- Dimming range from 10% to 100% by the use of its standard 0-10V interface on the programmable driver.
- Modular wiring harness in the service area provided for user access to the dimming circuitry.
- Dimming circuitry compatible with 0-10V user-defined control devices.
- Optional factory programmed dimming profile.



**Arm:**

- Low copper aluminum alloy, two piece die-casting designed and gasketed to function as one-piece.
- External cooling ribs create continuous aesthetic and thermal path.
- Molded silicone gasket seals the wiring channel separating the arm from the housing thermally insulating the electronic components.
- Main power quick-disconnect provided between the die-cast speed mount bracket

and the fixture housing. Quick-disconnect plugs are glass-filled thermoplastic assemblies attached to the die-castings, self-aligning, and rated for 10,000 matings. Male portion of the plug is mounted to die-cast speed mount with wires supplied for incoming power connection. Female portion is mounted to the fixture with wires terminating in a quick-disconnect plug for attachment to the driver assembly. Power to the electrical components is immediately disconnected when fixture is removed from speed mount.

- Luminaire housing adjustable -5° to +5° via locking fastener under the arm cover.

**Finish:**

- Fade and abrasion resistant, electrostatically applied, thermally cured, triglycidal isocyanurate (TGIC) polyester powdercoat.
- Standard colors include (BL) Black, (DB) Dark Bronze, (GT) Graphite, (PS) Platinum Silver, (LG) Light Gray, (TT) Titanium, (WH) White, and (CC) Custom Color (Include RAL#).

**Fuse Options:**

SF for 120, 277 and 347 Line Volts  
DF for 208, 240 and 480 Line Volts.

- High temperature fuse holders factory installed inside the fixture arm. Fuse is included.

**Certifications and Listings:**

- UL 1598 Standard for Luminaires.
- UL 8750 Standard for Safety for Light Emitting Diode (LED) Equipment for use in Lighting Products.
- CSA C22.2#250.0 Luminaires.
- ANSI C136.31-2010 3G Vibration tested and compliant.
- RoHS compliant.
- IP66 certified.

**CAUTION:**

- Fixtures must be grounded in accordance with national, state and/or local electrical codes. Failure to do so may result in serious personal injury.

**WARRANTY:**

- For full warranty see: <http://www.hubbellighting.com/resources/warranty>

Kim Lighting reserves the right to change specifications without notice.

**CONTROLS**

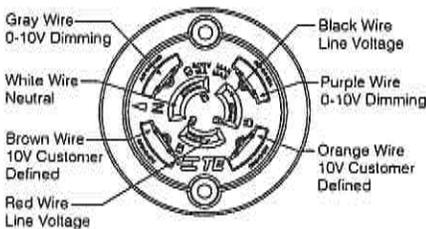
**Photocell Receptacle**

**A25-7**

Fully gasketed and wired 7-pin receptacle. Easy access location above the electrical compartment. 7-pin construction allows user-defined interface and control definition of operational performance. ANSI twist-lock control module by-others.

Standard customer operation modes:

1. (Black and Red leads) Traditional on/off photoelectric control.
2. (Gray and Purple leads) 0-10V dimming, 5-pin wireless photoelectric control for added dimming feature.
3. (Brown and Orange leads) 10V 7-pin wireless photoelectric control for dimming and additional I/O connections for customer use.



**Button Photocell**

**A30** for 120V, **A31** for 208V, **A32** for 240V, **A33** for 277V, **A35** for 347V, **A34** for 480V,

Factory installed photocell inside housing with a fully gasketed sensor on the side wall. For multiple fixture mountings, one fixture is supplied with a photocell to operate the others.

**Wireless Control**

Hubbell's wiSCAPE™ In-Fixture Module is a bidirectional wireless RF device that allows an individual fixture to be managed, monitored and metered. The wiSCAPE In-Fixture Module communicates wirelessly over a robust 2.4GHz ISM (Industrial, Scientific and Medical) certified meshed radio signal. The wiSCAPE Fixture Module drastically simplifies control and automation of projects, especially in retrofit environments and challenges the legacy world of wired-systems. wiSCAPE wireless control technology adapts easily to complex automation situations for quick, simple and economical commissioning. On-Fixture Module is compatible with A-25-7 option.

**WIR-RMI-IO**

120 - 347V 1000 Foot Range WiScape RF mesh control system with off/on/dim, motion, photo, GPS location, alert, monitoring and metering capabilities.

**SiteSync™<sup>1</sup>**

SiteSync™ wireless control system for reduction in energy and maintenance cost while optimizing light quality 24/7. See ordering information or visit [www.hubbellighting.com/products/sitesync](http://www.hubbellighting.com/products/sitesync) for more details.

**Fixture Mounted Occupancy Sensor up to 16'  
SCL**

Fixture Mounted Occupancy Sensor up to 16' - Outdoor occupancy sensor with 0-10V interface dimming control mounts directly to fixture. Wide 360° pattern. Module colors available Black, Gray, and White.

Ordering Example: SCL/277<sup>2</sup>/BL<sup>3</sup>

**Fixture Mounted Occupancy Sensor 16' to 30'  
SCH**

Fixture Mounted Occupancy Sensor 16' to 30' - Outdoor occupancy sensor with 0-10V interface dimming control mounts directly to fixture. Wide 360° pattern. Module colors available Black, Gray, and White.

Ordering Example: SCH/277<sup>2</sup>/BL<sup>3</sup>

<sup>1</sup>Pole Diameter, <sup>2</sup>Voltage, <sup>3</sup>Color

Kim Lighting reserves the right to change specifications without notice.

<sup>1</sup>PRECOMMISSIONED SITESYNC ORDERING INFORMATION: When ordering a fixture with the SiteSync lighting control option, additional information will be required to complete the order. The SiteSync Commissioning Form or alternate schedule information must be completed. This form includes Project location, Group information, and Operating schedules. For more detailed information please visit [www.Hubbellighting.com/products/sitesync](http://www.Hubbellighting.com/products/sitesync) or contact Hubbell Lighting tech support at (800) 345-4928.

SiteSync fixtures with occupancy sensor (SWPM) require the mounting height of the fixture for selection of the lens.

Examples:

SiteSync only : ARWX25/1/3K35UV/PS/US/SWP

SiteSync with Motion Control: ARWX25/1/3K35UV/PS/US/SWPM-20F

MOB ORDERING INFORMATION: When ordering a fixture with a dimming occupancy sensor option (MOB), please specify the appropriate information. These settings are specified in the ordering as shown in the example below.

ARWX25/1/3K35UV/PS/US/MOB - 1 to 30 min - 33% or 50% - ?? / DBT  
 High to Dim Delay      Low Level      Mounting Height (ft.)

<sup>2</sup>Voltage, <sup>3</sup>Color



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**Attachment 12**

Engineering Review Letter, prepared by CAGE Civil Engineering, dated 8/7/18



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

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

August 22, 2018

Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527

Attention: Natalie Zine

Subject: Holmes Elementary School  
Building Addition  
(CBBEL Project No. 90-144.H160)

Dear Natalie:

As requested on August 13, 2018, we have reviewed the final engineering plans and Stormwater report for the above property prepared by Cage Civil Engineering and dated August 7, 2018. We have no objection to the public hearing being scheduled, but the following comments must be addressed before we can recommend final approval:

Site Engineering Plans

1. On Sheet C1.0 add additional benchmark information to document compliance with Section 15-33 of the County Stormwater Ordinance.
2. On Sheet C2.0 specify the high-water elevation of the detention basins. Also, why are the other two detention areas not being replanted with native vegetation? We believe the ordinance intent is that all detention have native vegetation to meet the BMP requirement.
3. It is noted for information only that if the courtyard inlets, or the storm sewer through the addition become plugged or their capacity is exceeded, both the courtyard and building have the potential for flooding.
4. It is noted that all water and sanitary services are considered plumbing and are not part of the review.
5. We understand that the expanded bus lane within the 58<sup>th</sup> Place right of way will be acceptable to the Village and maintenance responsibility will be addressed in separate documents. The pavement must meet Village Standards, which can be met by modifying the cross-section to 2" Surface Course, 4" Binder, and 8" Aggregate Base.
6. The sidewalk in the Village right of way must meet Village Standards of 5" PCC on 4" Aggregate Base.
7. On the Storm Manhole detail, specify that the grates will have a "Drains to Waterway" emblem.

Stormwater Report

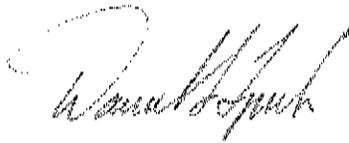
1. On Page 2, Section 2.A change the last sentence to specify that the annual report be submitted to the Village, not County.
2. On both Exhibit 1 and in the report text Section 3.0 include the total new impervious area, including building built over existing impervious. While not a factor for this project it is necessary to document for possible future projects in which cumulative impact could become a factor.

General Comments

1. Because the disturbed area is greater than one acre, the applicant is responsible to obtain an NPDES permit from IEPA.
2. The proposed sidewalk connecting to the church to the north includes work within the Village of Clarendon Hills. Additional permitting may be required through the Village of Clarendon Hills. This will be determined prior to final approval.

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

Sincerely,



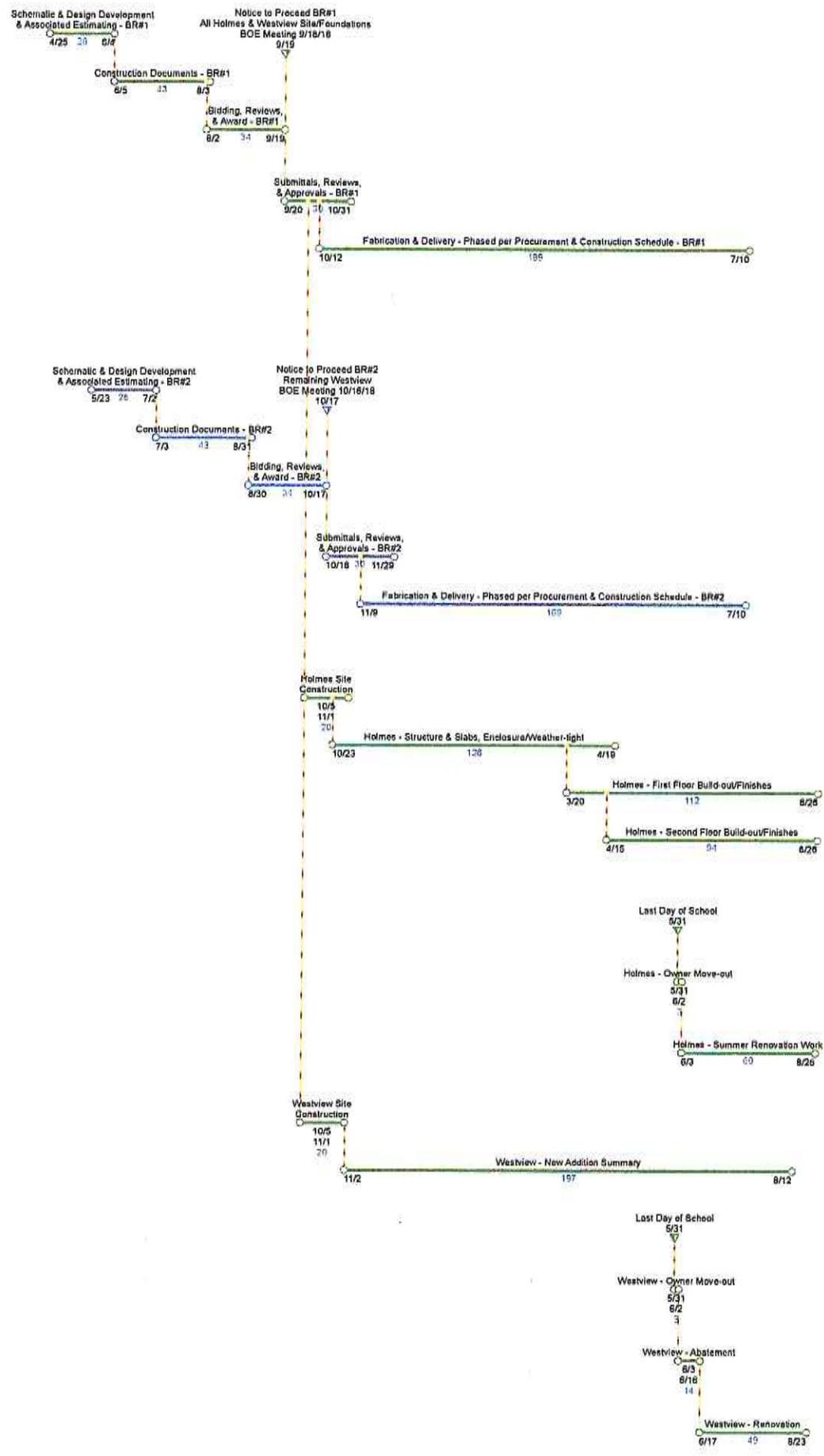
Daniel L. Lynch, PE, CFM  
Head, Municipal Engineering Department

cc: Tim Halik  
Roy Giuntoli



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Attachment 13  
Construction Schedule





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Attachment 14

Special Use Response Letter, prepared by ARCON, dated 8/23/18



August 23, 2018

Village of Willowbrook  
835 Midway Drive  
Willowbrook IL 60527

RE: ADDITION AT HOLMES ELEMENTARY SCHOOL  
MAERCKER SCHOOL DISTRICT 60  
5800 HOLMES AVENUE  
CLARENDON HILLS, IL 60514  
PROJECT NO. 18024

#### REQUEST FOR SPECIAL USE

Mrs. Zine:

Below are the requested special use for the project at Holmes Elementary School. The scope of the project is to create a two story 32,000 square foot addition to the existing school, extend the bus drop off, provide additional landscaping, and re-working the existing exterior play spaces. The primary justification of the scope of work ties directly to the safety and security of the students of Holmes School as well as addressing curriculum needs of the school district. The scope was established by community engagement sessions and ultimately became a referendum ballot question in March which was voted favorably by the community.

The existing school currently houses its pre-school program in temporary mobile facilities located on the blacktop area of the building; the first and second grade classrooms are limited in that they follow an open concept with no wall separation, and lack any means of lockdown safety within the classrooms; and the existing kindergarten classrooms have scheduling conflicts between sessions with the amount of students that are in the program.

The two story addition brings the pre-school program into the building and removes the need of the mobile classrooms, relocates the existing second grade classrooms the second floor of the school addition, and renovates the existing classroom wing to house only the first grade. All of the classrooms would have four walls with secure entries for safety. The addition will take over the majority of the exterior blacktop area which necessitates some additional blacktop expansion. In an effort to follow municipal code, a number of trees have been added to the project. Lastly, the bus drop off has been extended to bring the buses closer to the rear entrance for drop off. The district shall maintain the same bus count, but the shift to the west primarily is to align better with the student entrance and drop off, and to pull the buses further away from parental traffic.

The proposed design meets the Standards for Special Use by addressing the following:

- A. The establishment is an existing school facility in which the operation will not be detrimental to or endanger the public health, safety, morals comfort or general welfare. Creating one uniform building shall only better the establishments operation for the community in which it serves.
- B. The project shall create a better environment to provide more enjoyment to the adjacent properties through better traffic circulation and play spaces.

RE: ADDITION AT HOLME ELEMENTARY SCHOOL  
MAERCKER SCHOOL DISTRICT 60  
5800 HOLMES AVENUE  
CLARENDON HILLS, IL 60514  
PROJECT NO. 18024

PAGE TWO

C. The establishment of the special use shall not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

D. All engineering has been designed to create code compliant utilities, access roads, drainage and all ancillary public works requirements.

E. The project is designed to further separate bus and parental traffic, and in turn provide better ingress and egress to the school property for daily operations.

F. The school shall conform to the applicable regulation of the district in which it is located and meet all relevant building codes.

G. More than one year has elapsed since any denial by the Village Board of any prior application for a special use permit has been made as part of this site.

The variations needed are as follows:

The proposed special use relates to a school that has been in operation for decades, and in an effort to retain such an important asset to the community is being updated to better suite the curriculum needs of Maercker School District 60. The new scope of work allows for all the classrooms to be housed within the school building, and to provide proper safe and secure measures for all the students. It will remove the hardship of mobile classrooms and site constraints, and help better serve the community needs in elementary education. The maintains the aesthetics and existing setbacks of the existing facility and shall not alter the essential character of the locality. Working with the school district, we believe the proposed variations are in harmony with the spirit and intent of Title 9 of this code.

Sincerely,  
ARCON Associates, Inc.

George Demarakis  
Associate Principal

GDD/gs

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Attachment 15

Variations Letter, prepared by ARCON, dated 8/17/18



August 17, 2018

Village of Willowbrook  
835 Midway Drive  
Willowbrook IL 60527

RE: ADDITION AT HOLMEW ELEMENTARY SCHOOL  
MAERCKER SCHOOL DISTRICT 60  
5800 HOLMES AVENUE  
CLARENDON HILLS, IL 60514  
PROJECT NO. 18024

#### REQUEST FOR VARIATIONS

Mrs. Zine:

Below are the requested variations for the project at Holmes Elementary School. The scope of the project is to create a two story 32,000 square foot addition to the existing school, extend the bus drop off, provide additional landscaping, and re-working the existing exterior play spaces. The primary justification of the scope of work ties directly to the safety and security of the students of Holmes School as well as addressing curriculum needs of the school district. The scope was established by community engagement sessions and ultimately became a referendum ballot question in March which was voted favorably by the community.

The existing school currently houses its pre-school program in temporary mobile facilities located on the blacktop area of the building; the first and second grade classrooms are limited in that they follow an open concept with no wall separation, and lack any means of lockdown safety within the classrooms; and the existing kindergarten classrooms have scheduling conflicts between sessions with the amount of students that are in the program.

The two story addition brings the pre-school program into the building and removes the need of the mobile classrooms, relocates the existing second grade classrooms the second floor of the school addition, and renovates the existing classroom wing to house only the first grade. All of the classrooms would have four walls with secure entries for safety. The addition will take over the majority of the exterior blacktop area which necessitates some additional blacktop expansion. In an effort to follow municipal code, a number of trees have been added to the project. Lastly, the bus drop off has been extended to bring the buses closer to the rear entrance for drop off. The district shall maintain the same bus count, but the shift to the west primarily is to align better with the student entrance and drop off, and to pull the buses further away from parental traffic.

The variations needed are as follows:

#### EXISTING NON-CONFORMING ITEMS

(A) Minimum Lot Area: existing site is 4.11 Acres and the minimum lot area permitted for use of R-1 zoning is 5 acres.

(B) Required Setbacks: The front/interior/and rear yard all conforming. The existing facilities exterior side yards is 27'-0" where the required is 50'-0"

RE: ADDITION AT HOLMEW ELEMENTARY SCHOOL  
MAERCKER SCHOOL DISTRICT 60  
5800 HOLMES AVENUE  
CLARENDON HILLS, IL 60514  
PROJECT NO. 18024

PAGE TWO

(C) Existing site lot coverage is 51.7% where required max lot coverage is 30%

(D) Existing landscaping meets 35% of village requirement of 298 plantings.

#### VARIATIONS REQUIRED BASED ON PROPOSED SCOPE

(A) Site Lot coverage shall exceed requirement. It grows to 53%. The existing addition shall be built over existing impervious surface, and the only additional area shall be composted of the 2,500 square feet of additional blacktop area, and miscellaneous sidewalks.

(B) Landscaping: Existing code requires 298 plants. Proposed vegetation coverage, of existing and new provides 50% of that requirement

(C) Beyond the property line, a variance shall be needed to extend the existing south road and curb to extend the bus drop off area.

The variations proposed by the new scope of work directly relate to non-conforming conditions already implemented on the existing site. The school requires these variations to allow for all the classrooms to be housed within the school building, and to provide proper safe and secure measures for all the students at Maercker School District 60. It will remove the hardship of mobile classrooms and site constraints, and help better serve the community needs in elementary education. The maintains the aesthetics and existing setbacks of the existing facility and shall not alter the essential character of the locality. Working with the school district, we believe the proposed variations are in harmony with the spirit and intent of Title 9 of this code.

Sincerely,  
ARCON Associates, Inc.

George Demarakis  
Associate Principal

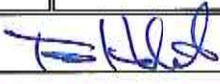
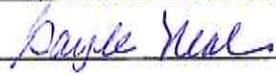
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# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<p style="text-align: center;"><b>ITEM TITLE:</b></p> <p>A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF WILLOWBROOK AND P. FARBER &amp; ASSOCIATES, LLC</p>	<p><b>AGENDA NO.</b>           <b>8</b></p> <p><b>AGENDA DATE:</b> <u>9/24/18</u></p>
---	---

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

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

On Wednesday, August 22, 2018 the USEPA contacted the Village to advise of the release (on that day) of a report from the Agency for Toxic Substances and Disease Registry (ATSDR, which is a subsidiary of the CDC) on a business, Sterigenics International Inc., located within our corporate business park that emits a chemical, ethylene oxide (EtO), that the USEPA had just reclassified as being 30 times more harmful to humans than was previously thought. Through our inquiries, we learned that the USEPA had asked the ATSDR to complete the report as a result of the recent reclassification of EtO which occurred in December of 2016 so they could further study EtO to develop appropriate regulatory standards. The facility in Willowbrook operates under an IEPA permit, and the USEPA/IEPA have stated that they are in compliance with their permit. However, their further study into EtO may result in the need for further emissions reductions. The recent reclassification of EtO was the result of the 2014 National Air Toxics Assessment (NATA), which is performed every 3 years. The most recent NATA report (the 2014 report) identified areas throughout the country that they believe are at a higher risk of exposure to airborne toxins. In an effort to ensure the community's many questions on this matter could be answered, a panel of representatives from various applicable federal and state agencies, along with Sterigenics, was formed and a public forum meeting was held on August 29, 2018 to present the facts and allow the community to ask questions. Congressman Bill Foster, Sen. John Curran, and Rep. Jim Durkin were also in attendance. About 500 people participated in the forum. The EPA advised that there is no imminent threat to public health from short-term exposure to EtO, but the long-term effects are largely unknown. EtO is classified as a carcinogen (Category 1B). The community is concerned, and rightly so, of a potential health hazard, especially those that have resided or worked in the area for many years.

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

As Mayor Trilla announced at the August 27<sup>th</sup> Village Board meeting, our desire is to create a Task Force consisting of qualified professionals to interpret the information within the ATSDR report to enable it to be readily disseminated to the community. In addition, the Task Force will follow-up with the additional air quality testing to be performed, along with requesting that the ATSDR update their original report once the additional testing is completed. Ms. Renee Cipriano, with the firm Schiff Hardin, LLP will recommend the fields of expertise to be represented on the Task Force along with vetting the experts within each field.

Ms. Cipriano has recommended that the firm, P. Farber & Associates, LLC be added as a member of the Task Force. Mr. Paul Farber is a Willowbrook resident having over 35 years of experience in the field of emissions control consulting. He is a principal at the firm, and his discounted hourly rate for services is \$125 for general consulting services. The Village Attorney has reviewed and approved the Agreement.

**ACTION PROPOSED:** Adopt Resolution.

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

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT AN  
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF  
WILLOWBROOK AND P. FARBER & ASSOCIATES, LLC

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**WHEREAS**, in the opinion of a majority of the corporate authorities of the Village of Willowbrook (the "Village") it is advisable, necessary and in the best interest of the Village that the Village contract for professional services to provide consultation support services in connection with the Village's response to the release of a report by the USEPA of environmental concerns associated with the Sterigenics facilities in town; and,

**WHEREAS**, in the opinion of a majority of the corporate authorities of the Village it is necessary, advisable and in the public interest to enter into a Professional Services Agreement with P. Farber & Associates, LLC to provide such services.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that certain Professional Services Agreement by and between the Village of Willowbrook and P. Farber & Associates, LLC is hereby approved in substantially the same form as attached hereto as Exhibit "A".

**BE IT FURTHER RESOLVED** that the Mayor be and the same is hereby authorized to execute the final agreement on behalf of the Village of Willowbrook upon approval of the final agreement by the Village Attorney, and the Village Clerk is directed to attest to said signature of the mayor.

ADOPTED and APPROVED this 24<sup>th</sup> day of September 2018.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:

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

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

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

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

## Exhibit "A"

RECEIVED

SEP 18 2018

VILLAGE OF  
WILLOWBROOK

PAUL S. FARBER  
PRINCIPAL  
P. FARBER & ASSOCIATES, LLC  
7619 VIRGINIA COURT, WILLOWBROOK, IL 60527-2323 · (630) 638-8227  
[paul@pfarber.com](mailto:paul@pfarber.com)

### EMISSIONS CONTROL CONSULTING

#### SUMMARY:

- Manager of Owners-Engineers projects at power plants in the United States and Chile.
- Over 35 years of experience in the development and evaluation of environmental control options for fossil fuel power plants and other industries.
- Development of emissions control options for compliance with State and Federal regulations.
- Expertise with FGD and Sorbent Injection systems including process evaluation and design, performance testing, and field technical assistance.
- Extensive experience with NO<sub>x</sub> emissions reduction technologies including Low NO<sub>x</sub> burners, SCR, and SNCR
- Assistance to clients with the selection, specification, and technical assistance for electrostatic precipitators (ESP's), fabric filters, and flue gas desulfurization (FGD) systems.
- Development of emissions monitoring systems including the development of performance and emission test plans

#### SUMMARY OF QUALIFICATIONS:

More than 35 years of professional environmental engineering experience including all phases of environmental engineering from project management through permitting and control system startup. Involvement in numerous projects encompassing being the responsible engineer for the design and engineering of over 10,000 MW of environmental control systems, upgrades to more than 800 MW of dry scrubbing systems to meet new permit requirements, analysis, design, and specification for 5,000 MW of emissions control systems on existing coal fired plants.

Senior project manager for hazardous waste incineration and air pollution control for major hazardous waste treatment corporation. Projects included regulatory analysis, design, startup, and testing of hazardous waste incinerators and emissions control systems and analysis of non-compliance scenarios.

Independent engineering review of potential environmental liabilities and costs associated with the acquisition of fossil and nuclear units; specification of, and responsible charge for the compliance and performance testing of wet and dry FGD systems, dry sorbent injection

and mercury reduction systems. General consultant for FGD and particulate control technologies as well as emissions source sampling and testing.

**PROFESSIONAL EXPERIENCE:**

- Editor of Waste Management Section (Section 22) of Perry's Chemical Engineers Handbook (9<sup>th</sup> Edition) for McGraw-Hill.
- Assisted US Aluminum refinery to improve operability and reliability of emissions control equipment on Alumina process line. Resulting improvements saved over \$1 million/year in maintenance costs and greatly increased process availability.
- Assisted a US steel company to improve reliability and performance for a fabric filter on a sintering process. After inspection of the system and discussions with operating staff developed recommendations that improve the performance of the filter and eliminate issues with high pressure drop.
- Lead engineer on electric utility NO<sub>x</sub> emissions reduction projects including the installation and testing of Low NO<sub>x</sub> burners, Selective Catalytic Reduction, and Selective Non-Catalytic Reduction. Projects resulted in 90% reduction of NO<sub>x</sub> emissions.
- Managed upgrades to emission control systems for 2 coal-fired units at a Southwestern US Utility.
- For a South American Utility evaluated ESP performance to determine methods to increase efficiency. Managed installation of process improvements to reduce emissions of 400 MW of coal-fired generation.
- Managed development of, for a major US emissions control equipment manufacturer, a guidance document for performance testing to be used to ensure that all performance testing is prepared for and executed properly.
- Evaluated ESP operations at multiple coal-fired Units. ESP's performance was modeled and the effects of carbon and sodium bicarbonate on ESP operation were predicted. Evaluated ESP emissions under several failure modes as well as the effects of sectionalization and the installation of high frequency transformer/rectifiers.
- For a US Utility developed test plans to evaluate trona, sodium carbonate, and hydrated lime for SO<sub>2</sub> emissions reduction. Evaluated proposals for supply of sorbent injection systems and emissions testing. Supervised wide range of dry sorbent injection tests, evaluated test results, and recommended emissions reduction approach to client.
- Developed test plan for coal-fired utility to evaluate hydrated lime for emissions reduction and compliance with MATS regulations. Evaluated test results and recommended modifications to existing emissions control equipment and implementation of lime injection systems to improve Unit performance with minimal capital outlay.
- As a manager of air pollution control with Chemical Waste Management, an allied company to Waste Management Inc. managed the design and startup of the first hazardous waste incineration system in Hong Kong and assisted Waste-to-Energy facilities within Waste Management in addressing issues both with wastes combustion (mass burn systems) as well as their related air pollution control systems.

- Assisted an international utility in evaluating proposals for 3 FGD systems and recommending the preferred technical approach. Subsequently worked with the Utility technical & commercial staff in finalizing conformed specifications and commercial contract.
- Evaluated options for emissions reduction and regulatory compliance for several utilities. Studies compared installation of fabric filters versus upgrades to existing ESP's, SO<sub>2</sub> (sodium and calcium based) injection, and mercury emissions reduction using carbon and/or fuel additives. Recommendations presented and procurement specifications developed for recommended systems.
- Evaluated emissions data to determine compliance necessary under Utility MATS for coal-fired unit operations. Recommended cost-effective compliance approaches and developed bid specifications for sorbent injection and ESP upgrades.
- Working with a Utility developed and managed a test program of multiple carbons for mercury emissions control. Based on the test program results recommended carbon type for full scale testing, managed the test program, and analyzed the data. Data analysis was able to demonstrate to regulatory authorities compliance with New Source Review requirements.
- Evaluated operation of particulate removal and wet and dry FGD systems for several utilities and recommended options for performance improvement. Developed specifications for upgrades to existing emissions control systems and worked with utilities to implement these in a cost effective manner.
- As the lead environmental engineer for the performance testing and system evaluation of new Wet FGD systems at the Duck Creek, Coffeen, and Sioux Power Stations developed the testing plans, supervised the test contractor, and evaluated the performance test data to determine supplier compliance with system performance guarantees, reagent, and power consumptions.
- Lead environmental engineer in the development of a test program to evaluate mercury emissions reduction with cement compatible carbons in fly ash. The testing program included evaluation of the mercury reduction potential as well as the quality of concrete produced from the carbon containing fly ash.
- Was the lead engineer of a multidisciplinary team to correct operating and compliance issues with several hazardous wastes incinerators. Developed corrective recommendations for operation of the incinerators and the related air pollution control equipment.
- Expert testimony and depositions related to operating and design problems of a circulating dry scrubber system on a wastes incinerator.
- Expert opinion in a civil suit regarding the location of a hazardous waste incinerator and air pollution control system.
- Expert opinion on possible causes for an industrial accident with an air pollution control system.

## **EDUCATION**

University of Illinois - M.S. Energy Engineering - 1980

City College of New York - B.S. Chemical Engineering – 1968

**REGISTRATIONS**

Licensed Professional Engineer — Illinois, Ohio

Board Certified Environmental Engineer — American Academy of Environmental Engineers

## DETAILS OF PREVIOUS ASSIGNMENTS

- **MidAmerican Energy**

Lead environmental engineer for the specification, design, and installation of the Selective Catalytic Reduction (SCR) and dry FGD system for the 850 MW Walter Scott (formerly Council Bluffs) Unit 4. Responsibilities included development of the specifications, conformance of the technical sections of the contract, review of drawings, flow model tests, and other process information and analysis of performance test data.

Lead environmental engineer for the design and installation of the dry FGD system at the 800 MW Louisa Generating Station. Responsibilities included development of design criteria, preparation of specifications, review and analysis of proposals, conformance of the specifications into the final contract, review of documents and drawings, and review and analysis of the performance test results,

- **Portland General Electric**

- Lead environmental engineer in the development of a test program to evaluate mercury emissions reduction with cement compatible carbons in fly ash. The testing program included evaluation of the mercury reduction potential as well as the quality of concrete produced from the carbon containing fly ash. Evaluation of the dry FGD systems to achieve mandated State emission levels, development of estimated for design and construction of system for 600 MV PRB-fired power plant.

- **Midwest Generation**

- Lead environmental engineer in Owners Engineer Team for installation of SCR and dry FGD system on the 1800 MW of PRB-fired boilers at the Powerton Station. Review of EPC Contractor and OEM Supplier drawings and documents, technical assistance to client and participation in meetings with Contractor and OEM.

- **Dynegy Midwest Generation**

- Lead environmental engineer for the design and installation of 2,400 MW of dry FGD systems at the Havana and Baldwin Power Stations. Responsibilities included the development of the specifications for the dry FGD systems, evaluation of received proposals, conforming of specifications, and review of supplier submitted documents and drawings. Development of startup and operating procedures for dry FGD and carbon injection systems for mercury emissions reductions.

- Design and specification for activated carbon injection systems for mercury control. Review of documentation from selected supplier.

- Development of performance test plans for baghouses and activated carbon injection systems for mercury emissions reduction. Analysis of data from mercury reduction performance testing.

- **Chemical Waste Management, Inc.**

- Determination of reasons for non-compliance for operating hazardous waste incinerators and design of upgrades to bring units back into compliance.

- In charge of the design and engineering of the first hazardous waste incineration system in Hong Kong. Training of the operations staff, assistance with system startup and supervision of compliance tests.
  - In charge of startup and testing of the largest hazardous waste incineration system located in Port Arthur Texas.
- **American Electric Power**
  - Design and analysis of dry FGD systems and baghouses at 4 550 MW Units of the Welsh and Flint Creek Power Plants. Assignments included development of General Arrangements, sizing of all major equipment and development of cost estimates.
  - Condition assessment of lime-based wet FGD systems at Conesville Power Plant. Preparation of study detailing installation of new FGD capability at Conesville as well as potential for upgrading lime-based wet FGD systems to limestone including installation of forced oxidation modules.
  - Design and specification of emissions control systems for Turk, new 600 MW, coal fired power plant
- **Great Northern Power Development, L.P.**
  - Develop emissions control options for 2x250 Mw Circulating Fluidized Bed power plant. Specify technology for sulfur dioxide, nitrogen oxides, and particulates control to meet BACT (2002)
- **Tucson Electric Power**
  - As lead process engineer managed upgrades to 2 existing 400 MW coal-fired boilers and assistance on overview of new 400 MW unit. Condition assessment of existing flue gas desulfurization systems to determine needed improvements. Development of plans and specifications for upgrades to FGD system. Worked with TEP staff to coordinate engineering and construction of additions to FGD system. Review of environmental systems designs for new coal-fired unit including flow model reviews.
- **Hyundai Engineering**
  - Perform engineering review of plans and specifications for flue gas desulfurization (FGD) system planned for KEPCO power plant. Assist Hyundai in a technical review of proposals as well as provide expertise in the construction and operation of FGD systems. (2002)
- **Exelon Corporation**
  - Participated in due diligence review of the generating asset securitization project undertaken to support a bond offering by Exelon involving more than 142 existing fossil, nuclear, and hydroelectric units in the U.S. Midwest and East. (2000)

- **NRG Energy**
  - Development of test plan for evaluation of halogenated and non-halogenated carbons for mercury emissions reduction at the Indian River Station. Participation in field testing and evaluation of mercury reduction and particulates emissions data. Recommendations to Indian River Staff on type of carbon and injection levels best suited for compliance with mercury reduction regulations. Development and participation in compliance testing including oversight of testing contractor and interaction with State Regulatory Inspector.
  - Participated in due diligence review of the Pike County combined cycle project in Mississippi, covering environmental matters. (2001 -2002)
  - Development of specifications for the upgrading, including installation of forced oxidation systems, of the wet FGD systems at the Limestone Power Plant. Assist NRG in conforming the technical contract with the selected contractor.
- **Confidential Client (Southwest U.S.)**
  - Participated in due diligence review of the generating assets at several stations being considered for purchase by a major electric utility in the Southwest. Covered environmental matters. (2001)
- **El Paso Natural Gas**
  - Handled environmental aspects of the due diligence review of the Macae project in Brazil, which consists of 20 simple cycle combustion turbines. (2002)
- **Confidential Client (Midwestern U.S.)**
  - Handled environmental aspects of the due diligence review of a boiler replacement project for a coal-fired plant in the Midwestern U.S. (2001-2002)
- **Owensboro Municipal Utilities**
  - Develop specifications for catalysts, mixers, and reagent systems for NO<sub>x</sub> removal on all units. Responsible for supplier selection and guidance of engineering design for SCR reactor and associated systems including flow model testing, as well as for equipment and systems for non-catalytic NO<sub>x</sub> reduction. (2001 to 2002)
- **Southern Illinois Power Cooperative**
  - Development of Risk Management Plan for anhydrous ammonia storage system including leading and participating in HAZOP development and review, development of Emergency Response Plan and supervision of dispersion studies for chemical release scenarios. (2001 to 2002)
- **Confidential Client**
  - Independent engineering review of potential environmental liabilities and costs associated with the acquisition of fossil and nuclear units. Included development of emissions trading scenarios to maintain compliance and minimize economic impacts. (2000 to 2001)

- **First Energy**

- Evaluation of feed systems for SCR unit. Development of process economics as well as technical and safety factors of alternative chemical choices. (2000 to 2001)

- **Reliant Energy**

- Analysis of control options for 8 plants (10,000 MW) for most economical and technically efficient scenario for compliance. Analysis of operating data from all plants and development of load profiles for annual and ozone season operations. (2000 to 2001)

- **MidAmerican Energy**

- Design of SO<sub>2</sub> emissions reduction systems for new 840 MW coal fired power plant. Development of specifications for supply of needed equipment and systems, and coordination with other disciplines to integrate the project execution.

## **PUBLICATIONS**

Mr. Farber is the author of more than 60 technical papers, articles, and reports on environmental engineering and related topics for industry publication and/or presentation before professional conferences.



TERMS AND CONDITIONS  
P. FARBER & ASSOCIATES, LLC  
7619 VIRGINIA COURT  
WILLOWBROOK, ILLINOIS 60527-2323  
USA

1. PRICING AND COMMERCIAL TERMS

1.1. PFALLC Rates

Standard rates will be provided inclusive of all US taxes and company overheads

1.2. Pricing for Time and Material Services outside the Fixed Price Scope

Work outside of the fixed price scope identified above will be performed on a time and materials basis. Compensation for the time and materials services associated with any additional scope of work will be determined, billed and paid as follows:

1.2.1. Time of personnel

\$125.00

Time of personnel will be billed at a Fixed Hourly Rate of ~~\$250.00US~~ per hour for the number of hours devoted to the project. If the assignment involves legal testimony including depositions and court testimony the time of personnel will be billed at a Fixed Hourly Rate of ~~\$400.00US~~ per hour for those hours. Those working on the project shall have documented time charges for the work submitted with the monthly invoices. Included in this rate are salary and wage-related expenses such as sick and personal leave; vacation and holiday pay; home office overtime premiums; health and retirement benefits; group life and Workers' Compensation Insurance premiums; and federal, state and local payroll taxes imposed on employers such as FICA, excise and unemployment taxes. Also included in the rate are general office overhead expenses such as rent, light, stationary and supplies, and salaries and wages of certain personnel while engaged in our internal administration and profit.

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1.2.2. Miscellaneous Expenses Telephone usage, printing, computer usage and other incidental expenses are also included in the fixed hourly billing rate.

1.2.3. Travel Expenses

Travel expenses including transportation, room, board, and other similar expenses will be billed at actual cost. All travel and accommodations, airfare, hotels, meals and miscellaneous expenses shall be at standard business class rates.

1.2.4. Invoicing and Billing

Invoices will be submitted each month for work that has been completed during that month. Invoices shall detail expenditures by individual and activity. Travel expenses shall be submitted as they are incurred.

1.3. Payment Terms - PER ILLINOIS PROMPT PAYMENT ACT

~~For the fixed price portion of the work, the initial invoices will be payable within 15 days of receipt of the invoice. In the event of a dispute regarding an invoice, the undisputed amount shall be paid and we shall be notified of the amounts in dispute and basis of the dispute within such thirty (30) day period. A finance charge shall be assessed on the unpaid balance for each day of a month that any undisputed amount remains unpaid beyond thirty (30) days, using the prime rate for the last day of the prior month as reported in the Wall Street Journal, plus 5%.~~

OMIT

1.3.1. Escalation Clause

~~The fixed price for this scope, and the unit hourly rates for each wage category, shall be escalated each calendar year effective January 1.~~

OMIT

1.3.2. Pricing Validity

The fixed price and the hourly rate information presented in this proposal are valid for 30 days from the date of issue of this proposal. We reserve the right to review and revise the pricing as required due to delays in authorizing work or temporary cancellations of the project.

2. GENERAL TERMS AND CONDITIONS

- 2.1. We shall render engineering services in accordance with generally accepted practices using current recognized engineering principles and practices. We make no warranty, either expressed or implied. Our sole obligation and your exclusive remedy for any failure to perform our services in accordance with generally accepted engineering practices, whether in tort or in contract, shall be to reperform those engineering services so long as such failure is reported in writing to us within a reasonable time following the discovery thereof, but in no event later than one year from the date on which such services were performed. After said one year, we shall have no remaining obligation to reperform any service or otherwise compensate you.
- 2.2. In no event shall we at any time be liable for special, incidental, or consequential damages, including, but not limited to, loss of profits, loss of revenue, loss of use, loss of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, and arising from any cause whatsoever by reason of the services rendered under this Agreement.
- 2.3. Neither party shall be liable for any fault or delay caused by any contingency beyond such party's control such as wars, acts of terrorism, strikes, walkouts, fires, pandemics, natural calamities, or demands or requirements of governmental agencies, including, at PFALLC's sole

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discretion, the recommendations of the United States Department of State regarding the safety and security of personnel.

- 2.4. We shall endeavor to prepare cost estimates, project time schedules, reports, or any other deliverable as accurately as possible based on current information and experience. In addition, you acknowledged that the cost estimates, project schedules, reports, or any other deliverable generated by us are time sensitive and changes in the underlying data, applicable codes, standards, and acceptable engineering practices, as well as the passage of time, may affect the accuracy of the deliverables provided to you.
- 2.5. It is expressly acknowledged that our review and/or translation and conversion of information and documents prepared or provided by others shall in no way serve to transfer to us the responsibility for the correctness and/or accuracy of the work performed by others.
- 2.6. In the event that we, or any affiliate, employee, agent, subcontractor or supplier, furnish any advice or assistance which is not required pursuant to this Agreement, other than advice or assistance given concerning matters within the scope of this Agreement, the furnishing of such advice or assistance will not subject us to any liability whether in contract, guarantee, indemnity, warranty, tort, including negligence, strict liability or otherwise.
- 2.7. The compensation for this work is payable in United States dollars. We shall be responsible for payment of all U.S. taxes, fees, duties, etc., and you shall be responsible for payment or complete reimbursement of all non-U.S. taxes, fees, duties, etc.
- 2.8. You shall be solely responsible for payment of any and all fees under this Contract. Payments due under this Contract shall not be contingent upon the occurrence of any other event, including but not limited to the following; failure of the subject project to secure bonds, or failure of the subject project to proceed.
- 2.9. The words and phrases of this Agreement shall be given their ordinary English meaning. The laws of the State of Illinois govern all matters arising out of or relating to this Agreement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this agreement submits to the exclusive jurisdiction of and shall bring the legal action or proceeding in the United States District Court for the Northern District of Illinois or in any court of the State of Illinois sitting in Chicago, Illinois.
- 2.10. This agreement shall be governed by the laws of the State of Illinois, United States of America. Any causes of action arising under this Agreement shall be controlled by the laws of the State of Illinois, USA and venue shall be in District Court of Northern Illinois, USA.
- 2.11. This Agreement may be terminated for the convenience of either party at any time by providing thirty (30) days prior written notice; however, you hereby agree to pay us for all costs incurred and compensation earned for services performed to the date of such

termination and through demobilization, including any termination charges by vendors and/or subcontractors, if any.

- 2.12. This Agreement gives no rights or benefits to anyone other than OWNER and ENGINEER and does not create any third party beneficiaries to the Agreement.
- 2.13. We will not direct or employ any construction labor and are not to be considered as a general contractor, but rather as your representative on site with only the authority to act in your behalf in matters relating to construction management. In no event shall we be responsible for construction means, methods, techniques, sequences, or procedures.
- 2.14. We will not be responsible for or have control or charge over the acts or omissions of the construction contractors, nor shall our presence on site in any way be interpreted as having the authority to provide instruction to any contractor or to stop work by any construction contractor for any reason.
- 2.15. Job safety is a contractual responsibility of the individual construction contractors and our representation on site will in no way diminish or eliminate that responsibility. Should we observe actual or potential safety hazards during our regular inspection of any work, we shall advise your safety administrator. Our failure to note such hazards shall not act to transfer safety responsibility from the construction contractors. It is understood that the project's safety program and first aid facilities will be developed and administered by others. We shall not be responsible for administration of any safety precautions or programs in connection with the work.
- 2.16. If the security measures provided for the safety of our personnel regarding housing accommodations, method of transportation and site work are deemed insufficient by us then we may, at our sole discretion, immediately remove our employees, stop the work until the security situation has been satisfactorily resolved or terminate this Agreement.

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL TO PROVIDE INDOOR AIR QUALITY (IAQ) ASSESSMENT SERVICES AT DESIGNATED LOCATIONS - GHD SERVICES, INC.	<b>AGENDA NO.</b> <b>9</b>  <b>AGENDA DATE:</b> <u>9/24/18</u>
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<b>STAFF REVIEW:</b> Tim Halik, Village Administrator	<b>SIGNATURE:</b>
<b>LEGAL REVIEW:</b> Thomas Bastian, Village Attorney	<b>SIGNATURE:</b> <u>THOMAS BASTIAN TH.</u>
<b>RECOMMENDED BY:</b> Gayle Neal, Village Trustee	<b>SIGNATURE:</b> <u>Gayle Neal</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)**

On Wednesday, August 22, 2018 the USEPA contacted the Village to advise of the release (on that day) of a report from the Agency for Toxic Substances and Disease Registry (ATSDR, which is a subsidiary of the CDC) on a business, Sterigenics International Inc., located within our corporate business park that emits a chemical, ethylene oxide (EtO), that the USEPA had just reclassified as being 30 times more harmful to humans than was previously thought. Through our inquiries, we learned that the USEPA had asked the ATSDR to complete the report as a result of the recent reclassification of EtO which occurred in December of 2016 so they could further study EtO to develop appropriate regulatory standards. The facility in Willowbrook operates under an IEPA permit, and the USEPA/IEPA have stated that they are in compliance with their permit. However, their further study into EtO may result in the need for further emissions reductions. The recent reclassification of EtO was the result of the 2014 National Air Toxics Assessment (NATA), which identified areas throughout the country that they believe are at a higher risk of exposure to airborne toxins.

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

As part of the Village's response, a Task Force consisting of qualified professionals was formed to interpret the information within the ATSDR report, follow-up with additional air quality testing required, and insist that the ATSDR update their original report once the additional testing results are available. Before follow-up ambient air testing can be performed by the USEPA, stack testing of the newly installed emission reduction systems at Sterigenics must be performed. The Task Force also learned that the USEPA will not conduct any indoor air quality testing. Therefore, in an effort to both expedite the needed testing and to obtain some initial readings to assist in gauging the current risks, the Task Force is recommending that our own initial testing be performed. GHD Services, Inc., which is one of the Task Force members, is qualified to perform ethylene oxide testing and was included on the task force partially for that purpose. They have submitted a proposal to conduct area airborne sampling for the cost of \$32,000 at the following identified locations:

Test Site #	Building Address	PIN	Name/Facility Type
1	7941 S. Madison Street	09-36-100-012	Gower Middle Elementary School
2	7650 Clarendon Hills Road	09-27-409-016	Gower West Elementary School
3	7401 S. Clarendon Hills Road	09-26-114-002	Hinsdale South High School
4	234 Midway Drive	09-26-301-017	Conev's Cradle Infant Care/Residence
5	7619 Virginia Court	09-26-302-005	Paul Farber Residence
6	835 Midway Drive	09-26-402-013	Willowbrook Village Hall
7	7760 Quincy Street	09-26-402-006	Willowbrook Police Station
8	7601 S. Kingery Highway	09-26-400-021	Target Retail Store

Authorization from the above property owners will be required to perform the testing. If any decline, alternate test sites will be identified. Results will be received within 10 business days after receiving the laboratory results.

**ACTION PROPOSED:** Adopt Resolution.



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

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO  
ACCEPT A PROPOSAL TO PROVIDE INDOOR AIR QUALITY (IAQ)  
ASSESSMENT SERVICES AT DESIGNATED LOCATIONS - GHD SERVICES, INC.

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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 GHD Services, Inc. to perform area airborne sampling at designated locations for the not to exceed amount of \$32,000.00 as set forth in the proposal attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 24<sup>th</sup> day of September, 2018

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ROLL CALL VOTE:

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

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

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

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



September 19, 2018

Reference No. 11183332

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

Dear Mr. Halik:

**Re: Proposal for Professional Industrial Hygiene and Risk Assessment Services  
 Hazard Assessment and Building Inspection  
 Village of Willowbrook, Illinois**

## 1. Introduction

GHD Services Inc. (GHD) is pleased to submit this Proposed Scope of Work and Cost Estimate (Proposal) to provide indoor air quality (IAQ) assessment services for commercial / residential properties located within the Village of Willowbrook, Illinois. The assessment of IAQ within specified buildings shall be performed to evaluate the potential risk of exposure to ethylene oxide (EO) aerosols. Specifically, GHD health professionals will collect ambient air samples for EO from occupied spaces and outdoor locations for comparison to the applicable community / worker health guidelines established for EO. These services are requested on behalf of city officials for The Village of Willowbrook and shall be provided to protect the health and safety of residents, workers, and consumers in the area.

On July 26, 2018 the Agency for Toxic Substances and Disease Registry (ATSDR) – Region 5, a division of the federal Department of Health and Human Services submitted a letter to the Director for Region 5 office for the Environmental Protection Agency (EPA) – Region 5 summarizing the health risk for residents potentially exposed to EO. In this letter, the ATSDR references health assessment determinations (including air sampling data comparisons) related to EO emissions from the Sterigenics Corporation (Sterigenics) manufacturing facility located at in Willowbrook, Illinois. It is GHD's understanding that Sterigenics uses EO as part of the sterilization processes for medical equipment and other devices. EO is listed in the air permit for the Sterigenics – Willowbrook facility and is linked to adverse acute / chronic health effects in humans.

GHD envisions the IAQ assessment services shall consist of two main tasks, as follows:

- Task 1 – Quantify EO concentrations inside occupied spaces and compare the air sampling data to the established community risk levels in order to determine risk for exposures for building occupants. Make public health hazard determination based on findings and otherwise provide guidance on the risk for occupancy.
- Task 2 – Quantify EO concentrations from selected locations in outside ambient air within the community of Willowbrook to assess potential impacts for recognized receptors. Identify additional sources of EO emissions within the immediate areas around the Sterigenics facility.

## 2. Scope of Work

GHD will rely on an experienced team of health professionals to meet the expectations for this assessment. The GHD team shall include professionals from industry and regulatory agencies having a broad range of applicable industrial hygiene, risk assessment, and toxicology experience. The on-site portion of the project will be conducted by a GHD Certified Industrial Hygienist (CIH) with support from additional GHD resources.

It is GHD's understanding that eight potentially impacted buildings within the town of Willowbrook have been identified for assessment based on the potential of exposures to EO for building occupants. Based on the scope of work, GHD anticipates that the on-site portion of the assessment will be completed in a single visit to each building. A list of the buildings to be included in this assessment are listed in Table 2.1.

**Table 2.1 List of Buildings for IAQ Assessment**

Test Site #	Name / Facility Type	Building Address
1	Gower Middle Elementary School	7941 S. Madison Street
2	Gower West Elementary School	7650 Clarendon Hills Road
3	Hinsdale South High School	7401 S. Clarendon Hills Road
4	Conev's Cradle Infant Care/Residence	234 Midway Drive
5	Paul Farber Residence	7619 Virginia Court
6	Willowbrook Village Hall	835 Midway Drive
7	Willowbrook Police Station	7760 Quincy Street
8	Target Retail Store	7601 S. Kingery Highway

### 2.1 Visual Inspection and Building Conditions Assessment

GHD will visually inspect each building to determine the general conditions and the building use. The visual inspection will include a thorough inspection of the building which will include the accessible areas of the buildings' HVAC ducts, generally the first 2 – 3 feet inside the supply end of a register. GHD will document atmospheric conditions in the affected areas using both photographic and hand written documentation. Measurements of the temperature, relative humidity, and carbon dioxide will be recorded as well as any unusual odors.

### 2.2 Area Airborne Sampling

To determine the representative inhalation exposures for building occupants, GHD will collect area air samples for EO inside the occupied spaces. The area air samples shall be collected at breathing zone height (approximately 5 to 6 feet) in an effort to simulate representative inhalation exposures for the affected occupants in each area. GHD anticipates collecting up to four area air samples in each building and up to six area air samples in selected outdoor locations. Area air samples shall be collected using evacuated Suma canisters with 24-hour metered flow regulators. All air samples shall be collected according to the Environmental Protection Agency (EPA) Method TO-15 including the analysis for EO. All samples shall be shipped under appropriate Chain of Custody (COC) procedures to Eurofins Air Toxics Laboratory for analysis. Galson is accredited by the American Industrial Hygiene Association (AIHA) for the analysis of air samples. The laboratory results for the air samples will be relied on to identify any occupied areas where airborne EO concentrations are present in greater concentrations compared to background.

## 2.3 Field Documentation

Appropriate field documentation will be collected including a daily activity log, sampling field forms, site observations, and other pertinent documentation. The daily activity logs will consist of observations and field notes taken throughout the day. The daily log will be recorded either in bound log books or on pre-printed daily log forms.

## 2.4 Schedule and Deliverables

GHD will work with the Village of Willowbrook to set up a mutually agreeable schedule for the assessment of each building. GHD understands that the site visit is scheduled for completion during the third / fourth quarters of 2018. To ensure that this deadline is met, GHD will make the necessary personnel and resources available for this project.

At the completion of the site visit, GHD will provide a written report to the Village of Willowbrook within 10 business days after receiving the laboratory results. The report will include the following:

- An executive summary
- A comparison of sampling results to the community risk criteria
- A site plan presenting monitoring and sampling locations
- Determination on the occupancy for building occupants
- Conclusions and recommendations

## 3. Estimated Cost

This proposal describes the estimated cost for providing the services described above. Costs for any additional services or labor will be billed on a time and materials basis and will require prior approval by the Village of Willowbrook. We estimate the cost to provide these services will be approximately **\$31,500**. This figure includes the estimated costs for labor, expenses, travel (from GHD office), laboratory fees, and equipment usage and represents our good-faith attempt to approximate the cost to achieve the goals of this project and the deliverables noted above. For your consideration, GHD has divided the estimated costs accordingly.

**Table 3.1 Cost Estimate for IAQ Assessment**

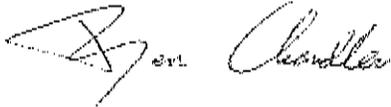
Description	Estimated Cost
Labor (travel, project coordination, on-site activities)	\$13,500
Labor (data review, reporting, conclusions)	\$4,500
Sample Analysis (equipment use and laboratory fees)	\$11,500
Expenses (travel, shipping, transportation)	\$2,500
<b>Total</b>	<b>\$32,000</b>

#### 4. Closing

We appreciate the opportunity to submit this Proposal to the Village of Willowbrook and look forward to working with you. Please do not hesitate to contact us if you require further information or clarification regarding the Scope of Work and Cost Estimate presented herein.

Sincerely,

GHD Services Inc.

A handwritten signature in cursive script that reads "Benjamin Chandler".

---

Benjamin Chandler, M.S., CIH, CSP

cc: Renee Cipirano, Schiff Harden, LLC  
Gayle Neal, Village of Willowbrook  
Dyron Hamlin, GHD  
Lucy Frazier, Lucy Frazier Consulting

# ***Willowbrook Police Department***



## ***2017 Annual Report***

# Willowbrook Police Department



## 2017 Annual Report

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# Willowbrook Police Department



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## 2017 Annual Report

### **LETTER TO THE VILLAGE MAYOR, BOARD OF TRUSTEES, BUSINESS COMMUNITY AND RESIDENTS**

On behalf of the Men and Women of the Willowbrook Police Department, I am privileged to present the 2017 Annual Report. This report details some of the department's accomplishments and illustrates the continuing connections we build with our community and businesses. The report will provide a quantitative snapshot of the services and achievements during 2017.

I would like to acknowledge all the officers and staff with my sincerest appreciation for providing outstanding service and attention to our residents and those requiring police assistance. Their compassion exhibited was recognized periodically throughout the year by citizen letters, phone calls, emails and public acknowledgement.

The department progressed its transformation in 2017 with the retirement of the Chief of Police and two senior officers. While the department continues to lose institutional knowledge with the retirements of its senior staff, we are forging ahead with a younger department investing in advanced training programs. These advanced training programs which include extensive mentoring, have allowed the department to adjust to the loss of its senior members, and continue to provide the services that the residents of the Village of Willowbrook have become accustomed to.

The Willowbrook Police Department originally achieved accreditation status in Savannah, Georgia on November 16, 1991. In November 2017 the Willowbrook Police Department was awarded reaccreditation for the 9<sup>th</sup> time in Frisco, Texas.

# Willowbrook Police Department

## 2017 Annual Report



### NEW POLICE CHIEF

Robert Pavelchik the former Police Chief serving both Darien (2002-2011) and Villa Park (2012-2017) became the Willowbrook Police Departments Chief, June 6<sup>th</sup>, 2017.

### RETIREMENTS

Chief Mark Shelton began his career in 1987 and retired after 30 years of service.

Officer Art Svehla began his career in 1986 and retired after 30 years of service.

Officer Ted Kolodziej began his career in 1988 and retired after 29 years of service.

### NEW OFFICERS

The department hired (1) one new officer, Alexander Erdman. Alexander Erdmann completed his FTO program and is currently assigned to the patrol division midnight shift. This brings the department staffing level of 21 full-time sworn officers.

# **Willowbrook Police Department**

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## **2017 Annual Report**



### **MISSION & VALUES**

#### **We Value Our Community**

We will work in partnership with our community to ensure that the Village of Willowbrook continues to be a safe and pleasant place to live and work.

#### **We Value Service to Our Citizens**

We will serve to reassure our citizens of their personal safety and the safety of their property, to provide an exceptional level of assistance, and to otherwise positively enhance the overall quality-of-life within the Village.

We will work to resolve the concerns of our citizens the first time, every time.

#### **We Value Our Commitment to Improvement**

We will continually review our work product to ensure that our level of service is of unmatched quality and constantly seek new and innovative methods of improvement.

#### **We Value Our Employees**

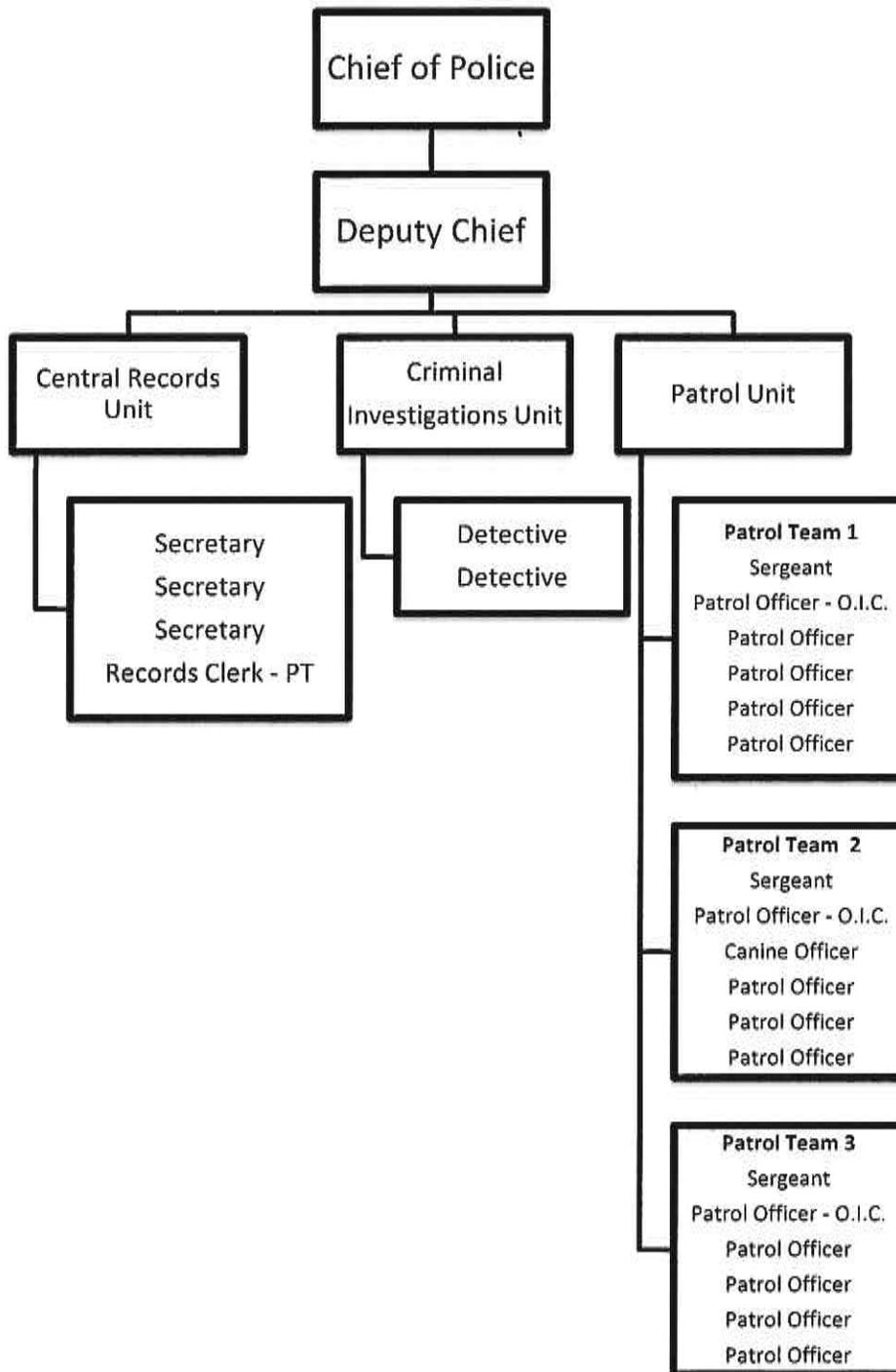
We will, in order to engage in the process of continual and innovative improvement, strive to maximize the professional skills and potential of each employee through the development and retention of our members and by affording education, training, and unique, advanced career opportunities.

# Willowbrook Police Department

## 2017 Annual Report



### ORGANIZATIONAL CHART



# Willowbrook Police Department

## 2017 Annual Report



### YEARS OF SERVICE WITH THE VILLAGE OF WILLOWBROOK POLICE DEPARTMENT

30 – 35 Years	Sergeant Arthur Svehla - <b>Retired 2017</b>	1986
	Support Services Deborah Hahn	1986
	Chief Mark Shelton- <b>Retired 2017</b>	1987
	Officer David Gaddis	1987
25 – 29 Years	Officer Theodore Kolodziej – <b>Retired 2017</b>	1988
	Officer Scott Eisenbeis	1990
20 - 24 Years	Detective John Handzik	1993
	Detective Daniel Polfliet	1994
	Officer Timothy Kobler	1995
	Deputy Chief Robert Schaller	1995
	Sergeant Christopher Drake	1997
15 - 19 Years	Officer Darren Biggs	2001
	Officer Jose Chavez-Jimenez	2001
	Sergeant Michelle Strugala	2001
10 - 14 Years	Support Services Laurie Schmitz	2006
	Officer Lauren Kaspar	2007
5 - 9 Years	Support Services Lori Rinella	2008
	Officer Nicholas Volek	2008
	Officer Dylan Trainor	2013
	Officer Jose Lopez	2013
1 - 4 Years	Officer Christine Robles	2014
	Officer James Martino	2014
	Officer Othello Rosal	2015
	Support Services Nancy Turville	2015
	Officer Matthew Vanderjack	2016
	Officer Blake Huntley	2016
	Officer Joseph LaValle	2016
	Support Services Claire Manley	2016
	Accreditation Manager Ben Kadolph	2016

# Willowbrook Police Department

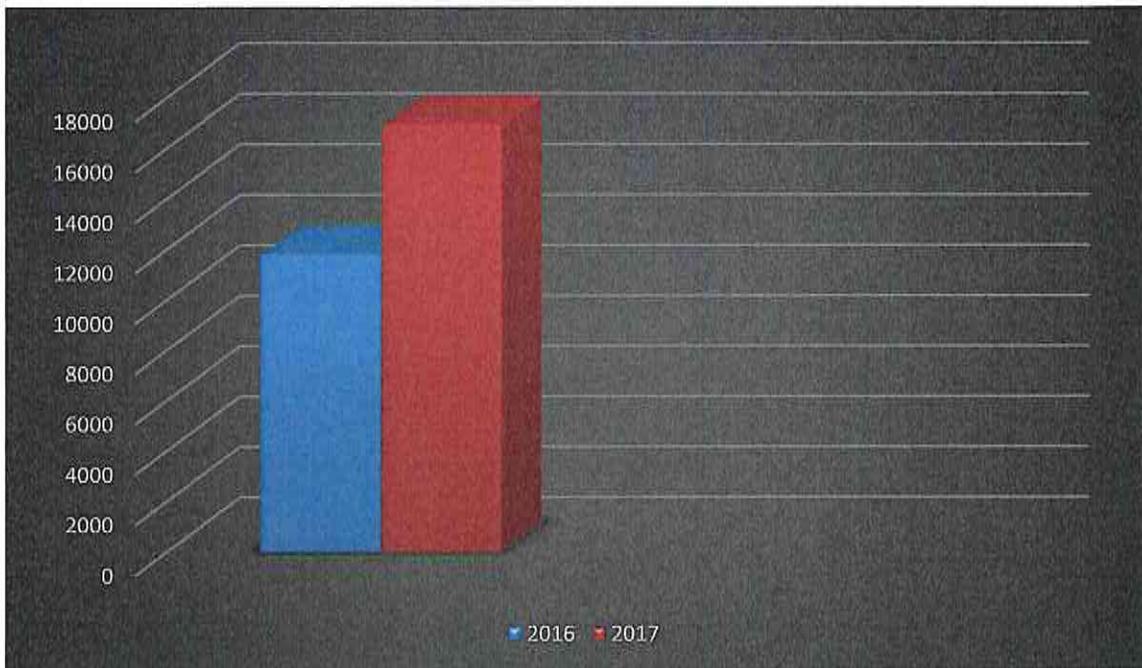
## 2017 Annual Report



### TOTAL DISPATCH NUMBERS GENERATED BY DUCOMM (DUPAGE PUBLIC SAFETY DISPATCH)

2016 = 11,782

2017 = 16,936

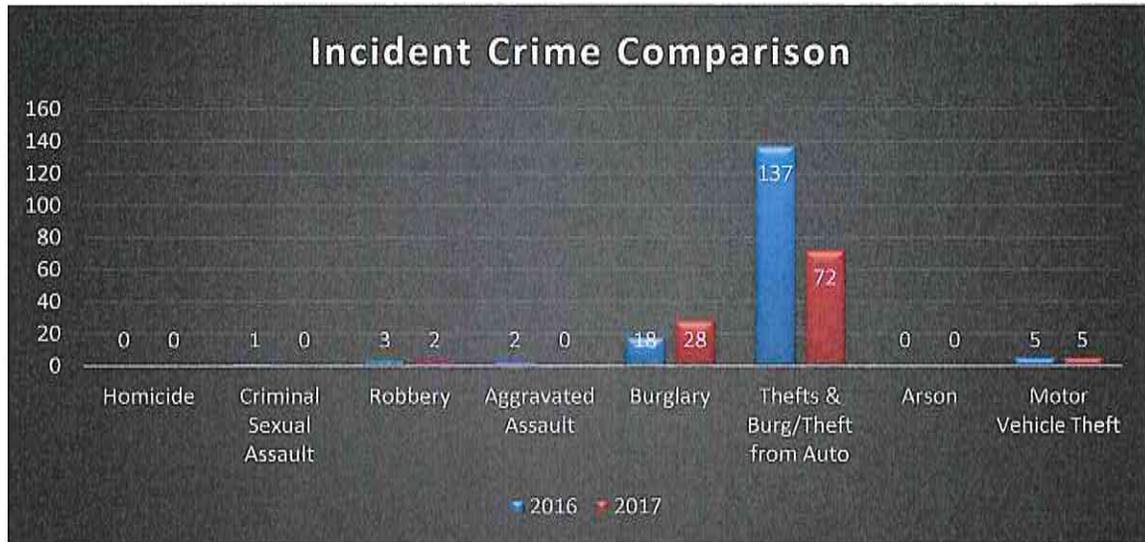


# Willowbrook Police Department

## 2017 Annual Report



### INDEX CRIME COMPARISON



Year:	2016	2017
<b>Homicide</b>	<b>0</b>	<b>0</b>
<b>Criminal Sexual Assault</b>	<b>1</b>	<b>0</b>
<b>Robbery</b>	<b>3</b>	<b>2</b>
<b>Aggravated Assault</b>	<b>2</b>	<b>0</b>
<b>Burglary</b>	<b>18</b>	<b>28</b>
<b>Thefts &amp; Burg/Theft from Auto</b>	<b>137</b>	<b>72</b>
<b>Arson</b>	<b>0</b>	<b>0</b>
<b>Motor Vehicle Theft</b>	<b>5</b>	<b>5</b>
<b>Total</b>	<b>171</b>	<b>107</b>

Index crimes decreased by 38 % in 2017. Thefts, Burglary and Thefts from Auto saw the greatest reductions in crime. The continual high visibility of marked patrol cars within the business and multifamily districts helps deter crime.

# Willowbrook Police Department

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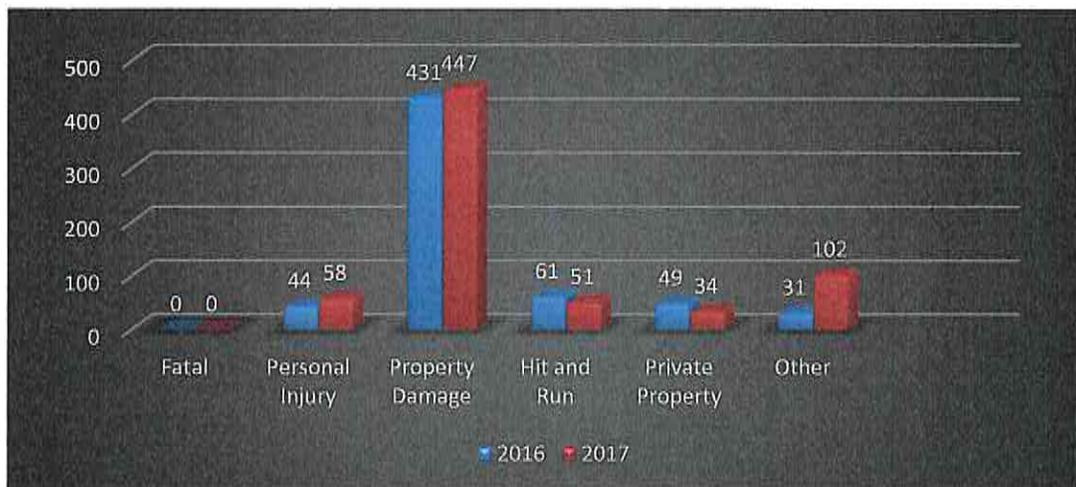
## 2017 Annual Report



### TRAFFIC ACCIDENT SUMMARY

YEAR	2016
Fatal	0
Personal Injury	44
Property Damage	431
Hit and Run	61
Other	31
Private Property	49
<b>Total</b>	<b>616</b>

YEAR:	2017
Fatal	0
Personal Injury	58
Property Damage	447
Hit and Run	51
Other	34
Private Property	102
<b>Total</b>	<b>692</b>



Traffic accident totals increased in 2017. The increase is attributed to private property crashes that occurred within the parking areas of the business district. In 2017 there were ten (10) fewer hit and run accidents as compared to 2016. The continual presence of marked patrol vehicles along the roadways deters poor driving habits and increases safety awareness and defensive driving habits.

# Willowbrook Police Department

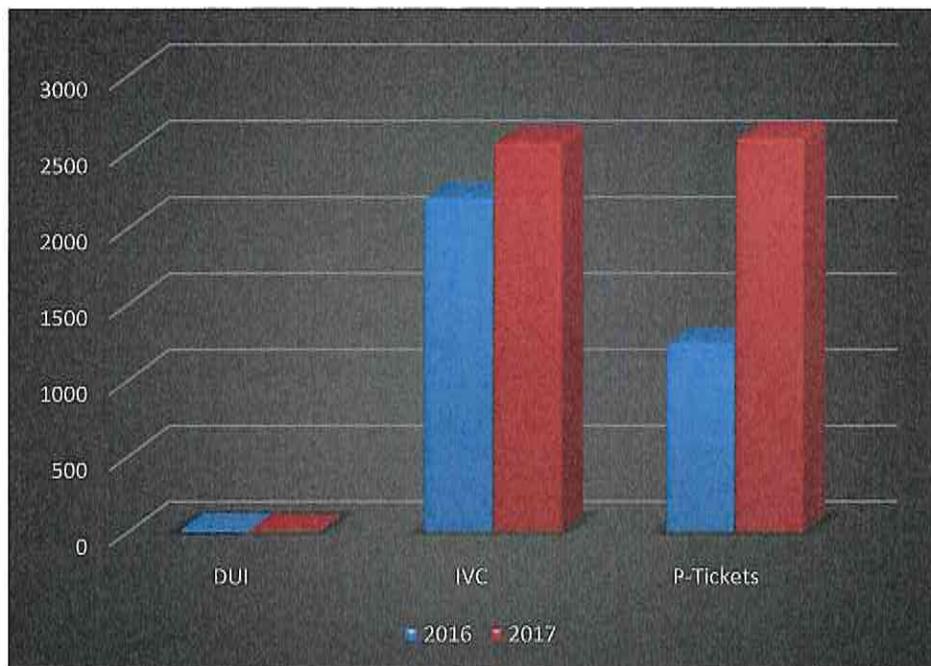
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## 2017 Annual Report



### TRAFFIC ENFORCEMENT SUMMARY

YEAR:	2016	2017
DUI Arrest	20	11
IVC Traffic Citations	2196	2563
Compliance/Parking/Ordinance Tickets	1245	2591



The Willowbrook Police Department is dedicated to reducing the number of traffic fatalities and injuries through traffic enforcement. These efforts focus on the major contributors of accidents, which include the following: seat belt usage, speeding, impaired motorists (DUI), and distracted driving.

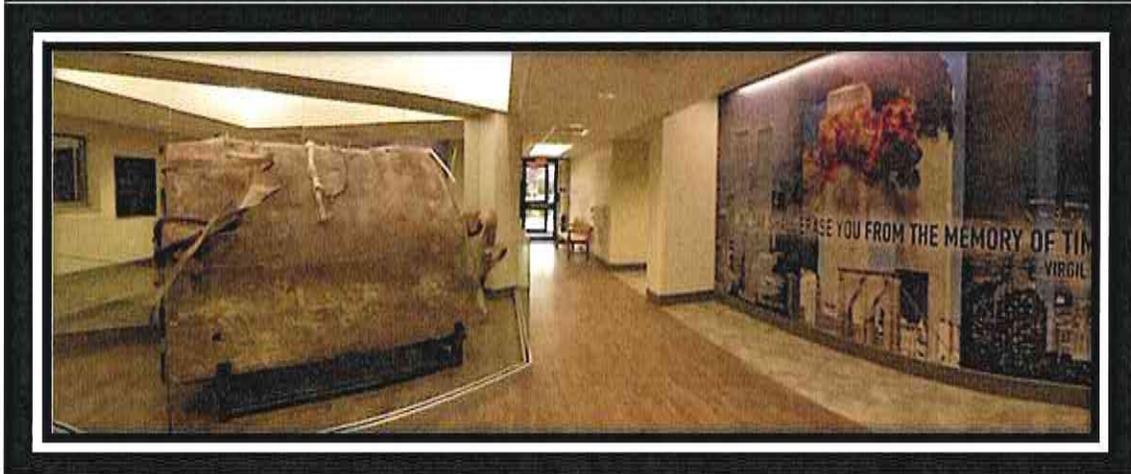
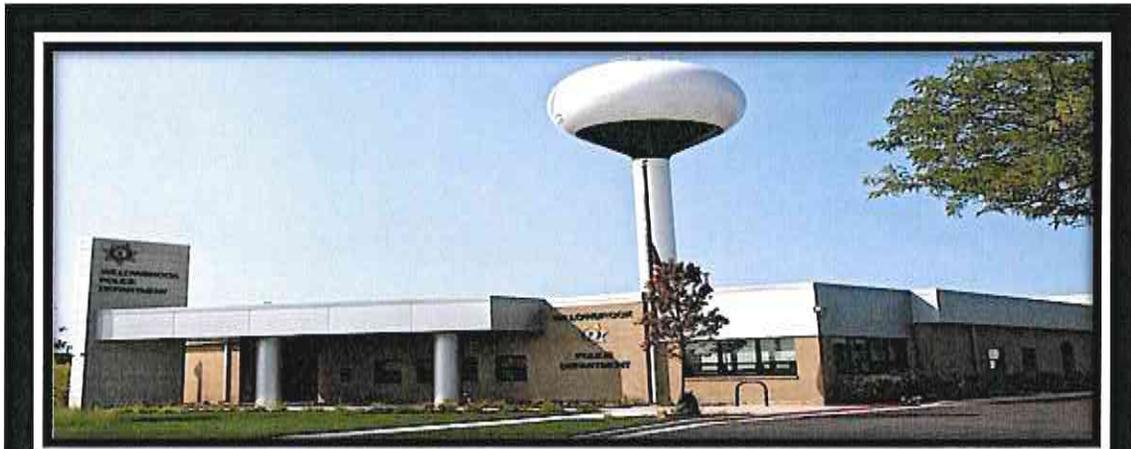
# Willowbrook Police Department

## 2017 Annual Report



### REMODELED POLICE FACILITY AND 9-1-1 MEMORIAL

The Willowbrook Police Department moved into a completely remodeled police facility in July of 2017. The facility increased the size of the evidence storage area, locker rooms, overcrowded offices and gained a dedicated training room and sally port. Proudly displayed within the lobby of the Police Department is a portion of an elevator cab from the World Trade Center Tower 1. This 9-11 artifact is roughly 7 feet long 5 feet and 3 feet deep weighing in at 3000 pounds.



# Willowbrook Police Department



## 2017 Annual Report

### TRAINING

Ongoing and continued specialized training are a priority with the police department. For 2017 Willowbrook officers received over (1200) hours training which included Law Review, Range Training, Less Lethal Training, Hazardous and Bloodborne Training, and other various specialized training.

Some of the specialized training attended by officers included Midwest Forensic Training Conference, Northwestern University Center for Public Safety Staff and Command, Investigative Skills, Internal Affairs and Professional Standards, Financial Crime Investigation, Tactical Pistol Training, Crisis Intervention, Street Crimes Seminar, Firearms Training Course, Major Case Investigations Team Training, Controlled F.O.R.C.E defensive tactics, and numerous other law enforcement related fields.

In continuing professional career training and specialties, the department takes a proactive approach to training officers. In preparation for future retirements, the officers' training needs to be established and being strong proponents of training should accomplish this. Our compliment of trained, experienced officers will continue. This allows our newer officers to not only receive the required certification but also glean from the senior Officers experience to make a more well-rounded officer.



# Willowbrook Police Department



## 2017 Annual Report

### EXPLORERS

There are currently 9 Willowbrook Police Explorers in the program. Trainings and meetings are held two times a month. The Explorers receive in house training from the Willowbrook Cadet Advisors. Training includes building searches, traffic stops, accident reconstruction, domestic crisis, surveillance tactics, crime scene processing, and traffic control.

The Explorers in 2017 have met with the DuPage County Sherriff Bomb Squad. Members of the bomb squad explained their role within the sheriff's department and demonstrated equipment and techniques used in neutralizing bombs.

The Willowbrook Police Explorers were also active within the community in 2017 helping with the Spring Fling 5K fun run, Easter Egg hunt, Burr Ridge Crusin 66 Car Show, Halloween and Christmas parties. The Willowbrook Police Explorers were also instrumental in moving the department into the temporary police facility and back again into the remodeled police department.

**WILLOWBROOK POLICE DEPARTMENT**

**EXPLORER PROGRAM**

AGES 14-21 YEARS		POSITIVE ATTITUDE
GOOD MORAL CHARACTER		COMMITTED TO EXCELLENCE
ENJOY VOLUNTEERING		COMMUNITY MINDED

**DO YOU HAVE WHAT IT TAKES?**

For more information contact Officer Dan Poffiet (630) 325-2808

# Willowbrook Police Department



## 2017 Annual Report

### INTERNAL AFFAIRS INVESTIGATION

As an accredited law enforcement agency, the Willowbrook Police Department annually releases the department's Internal Affairs Investigations summary for the prior year. During 2017 there were no official complaints.

2016 Allegations	Sustained	Unsubstantiated	Unfounded	Exonerated	Suspended	Total
Conduct Unbecoming	0	0	0	0	0	0
Rudeness	0	0	0	0	0	0
Unintentional Contact	0	0	0	0	0	0
Total Allegations	0	0	0	0	0	0

2017 Allegations	Sustained	Unsubstantiated	Unfounded	Exonerated	Suspended	Total
Conduct Unbecoming	0	0	0	0	0	0
Rudeness	0	0	0	0	0	0
Unintentional Contact	0	0	0	0	0	0
Total Allegations	0	0	0	0	0	0

**Sustained** The investigation disclosed sufficient evidence to clearly prove the allegation made in the complaint.

**Unsubstantiated** The investigation was unable to discover sufficient evidence or clearly prove the allegation made in the complaint.

**Unfounded** The investigation found that the allegation did not occur or failed to involve department personnel.

**Exonerated** The allegation did occur, but the acts were justified, lawful and proper.

**Suspended** The investigation failed to reveal, after all known leads have been exhausted, the identity of or the involvement of a department member, in any part of the allegation; but there still remains a possibility that with new evidence, the allegation can be substantiated.

**Policy Failure** The investigation revealed the acts did occur; however, the employee was acting in accordance with established department policy.

# Willowbrook Police Department



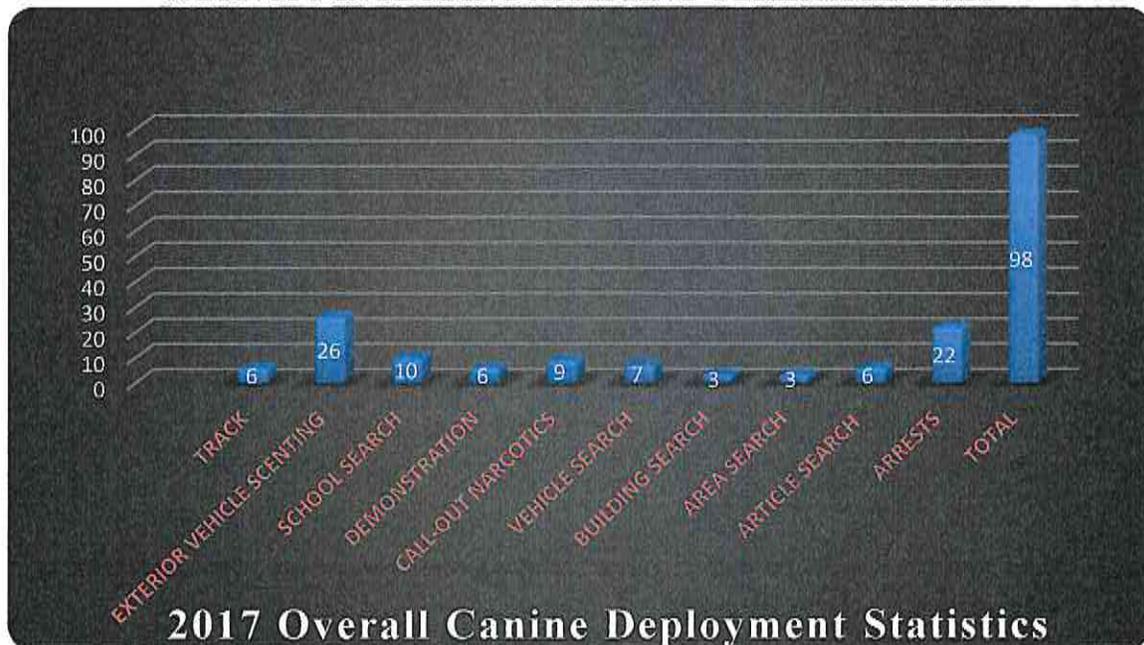
## 2017 Annual Report

### CANINE

On October 5, 2015, Officer Nick Volek and his K-9 partner Artos began their career together on patrol during the 3pm – 11pm shift. Since that time, the canine team has been utilized for numerous purposes ranging from narcotics searches to public demonstrations for the Village of Willowbrook and surrounding agencies. Most notably, Officer Volek and Artos assisted the Illinois State Police Narcotics and Currency Interdiction Task Force in August of 2017 with the recovery of over 120 pounds of cannabis having an approximate street value of over \$800,000. In addition, in March of 2017 the team recovered \$10,980 during a vehicle search and assisted in the recovery of a 9mm handgun in a wooded area in January of 2017.

Officer Volek and Artos also play a large role in the community by conducting demonstrations at public events such as Pleasantview Fire Protection District's annual Safety Day. These events not only educate the public on the different job duties a Police K-9 can perform, but they also allow for supervised interaction with Officer Volek and Artos.

### ACTIVITY INCLUDING ASSISTING OTHER AGENCIES

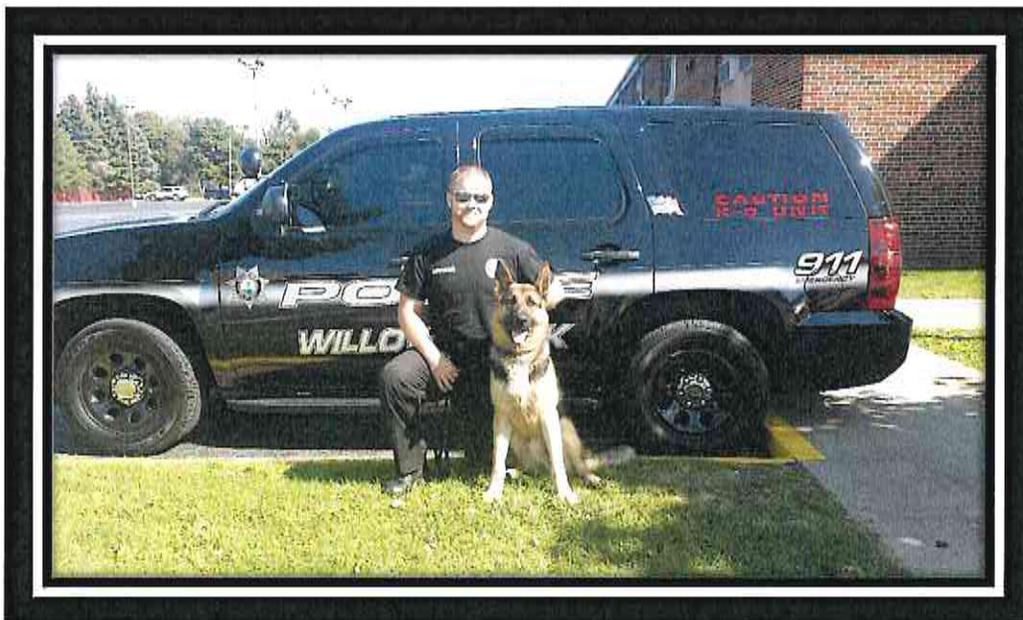
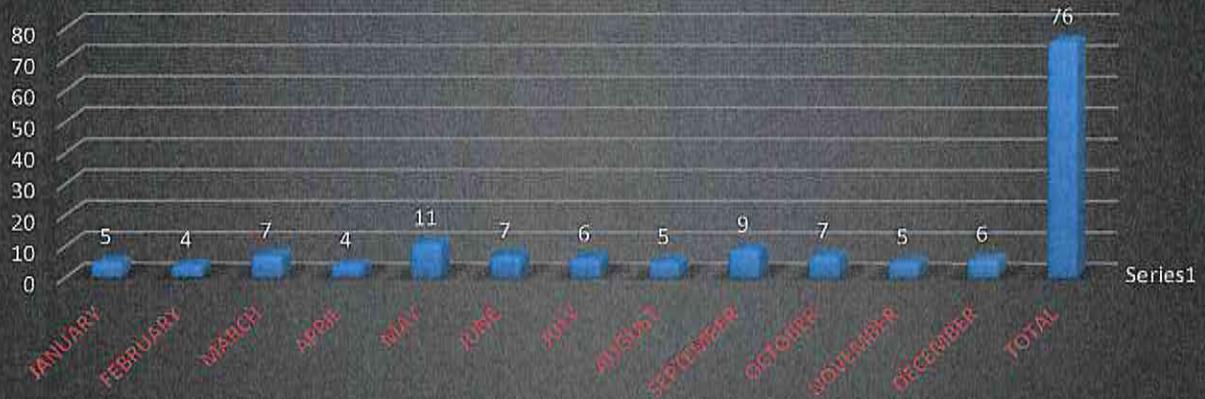


# Willowbrook Police Department

## 2017 Annual Report



### 2017 Canine Deployments by Month



# Willowbrook Police Department

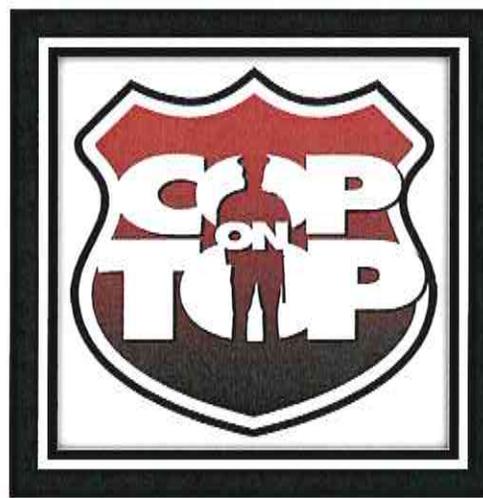
## 2017 Annual Report



### POLICE AND COMMUNITY ACTIVITIES

Our involvement in numerous activities with our residents was a great success. Secretary Debbie Hahn participated with the Special Olympics "Cop On Top" Dunkin Donuts fundraiser in May.

Office staff personnel assisted with the Tri-State Fire Department, Pleasantview Fire Department and the Hinsdale Police and Fire Department Open House events. Lori Rinella, Laurie Schmitz and Debbie Hahn are fantastic representatives for the department each year at these events.



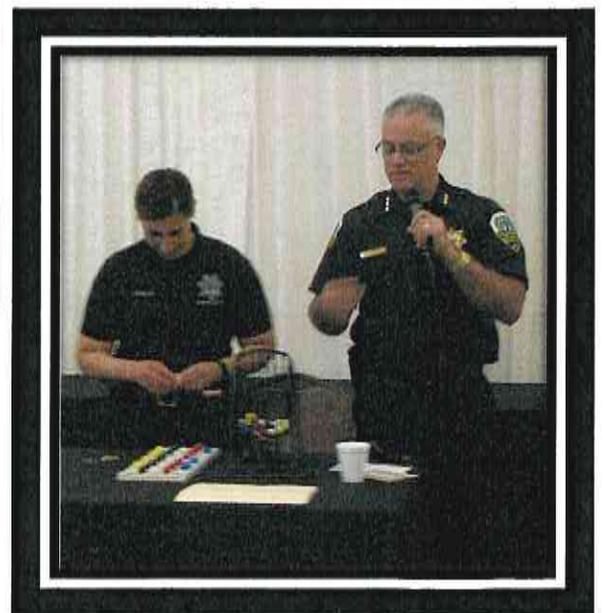
# Willowbrook Police Department

## 2017 Annual Report



### SENIOR WILLOWBROOK ADULTS CONNECTED

Once again, the annual Willowbrook Police senior citizen bingo was a success. Over (170) seniors attended this year's bingo event. The afternoon was filled with challenging games of bingo. The spirited enthusiasm for prizes was contagious throughout the event. Crime prevention information dealing with current scams, and fraudulent activities that seniors are targets of was discussed. A special thank you to the many community business that donated prizes and made this event a success.



MINUTES OF THE REGULAR MEETING OF THE BOARD OF POLICE COMMISSIONERS  
HELD ON AUGUST 17, 2018 AT THE WILLOWBROOK POLICE DEPARTMENT, 7760  
QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

The meeting was called to order by Chairman Heery at the hour of  
8:00 a.m.

2. ROLL CALL

Those present at roll call were Chairman Joseph Heery and  
Commissioner Mark Astrella.

ABSENT: Secretary Thomas Sailer.

Also present were Administrator Tim Halik, Chief of Police Robert  
Schaller, Deputy Chief Lauren Kaspar, and Executive Secretary  
Cindy Stuchl.

A QUORUM WAS DECLARED

3. VISITORS' BUSINESS

None presented.

4. OMNIBUS VOTE AGENDA

- a. Review and Approve Minutes - Special BOPC Meeting - June  
27, 2018 (APPROVE)
- b. Review and Approve Minutes - Closed Session - June 27,  
2018 (APPROVE)

The Commission reviewed the Omnibus Vote Agenda.

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

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

5. COMMUNICATIONS

Administrator Halik provided an update of Pete's Fresh Market. The  
Village is hopeful that some of the stores will begin to open by  
the end of September.

Administrator Halik also stated that the former Sports Authority will become a Marshalls and Sketchers Outlet. Both stores should be open by Christmas.

6. UNFINISHED BUSINESS

a. UPDATE - Probationary Officer

Chief Schaller advised that Officer Teresa Esqueda is doing wonderful and will begin solo patrol on August 20, 2018; four weeks ahead of schedule.

b. DISCUSSION - 2018 Patrol Officer Eligibility Testing

Chief Schaller related that there were 27 applications received. The orientation and written exam will be held on Saturday, August 25<sup>th</sup> at Ashton Place. The low number of applicants is comparative to other police departments.

7. NEW BUSINESS

None presented.

8. CLOSED SESSION

a. DISCUSSION - Pursuant to 5 ILCS 120/2(c)(21) Regarding the Destruction of Audio or Video Recordings of Closed Meetings Under the Open Meetings Act For the Purpose of a Semi-Annual Review of Said Recordings As Mandated by 5 ILCS 120/2.06(3)(c)(1)

b. DISCUSSION - Pursuant to 5 ILCS 120/2(c)(21) Regarding Previously Approved Minutes of Meetings That Were Lawfully Closed Under the Open Meetings Act For the Purpose of a Semi-Annual Review of Said Minutes As Mandated by 5 ILCS 120/2.06(d), For Purposes of Possible Release

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

RECESS INTO CLOSED SESSION

MOTION: Made by Commissioner Astrella and seconded by Chairman Heery to recess into Closed Session at the hour of 8:05 a.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

The Commission reconvened the Regular Meeting at the hour of 8:15 a.m.

9. RESOLUTION - A RESOLUTION AUTHORIZING THE DESTRUCTION OF AUDIO OR VIDE RECORDING OF CLOSED MEETINGS

MOTION: Made by Commissioner Astrella and seconded by Chairman Heery to adopt Resolution No. 18-BOPC-R-01 as presented.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

10. RESOLUTION - A RESOLUTION MAKING A DETERMINATION RELATIVE TO THE RELEASE OF CLOSED SESSION MINUTES PURSUANT TO THE ILLINOIS OPEN MEETINGS ACT

MOTION: Made by Commissioner Astrella and seconded by Chairman Heery to adopt Resolution No. 18-BOPC-R-02 as presented.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

11. MOTION TO APPROVE - HIRING OF ONE (1) NEW PATROL OFFICER TO FILL VACANCY

MOTION: Made by Commissioner Astrella and seconded by Chairman Heery to offer Joaquin Silva a position as a patrol officer for the Willowbrook Police Department.

12. ADJOURNMENT

MOTION: Made by Chairman Heery, seconded by Commissioner Astrella, to adjourn the meeting at the hour of 8:16 a.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

September 10, 2018

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Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

MINUTES OF THE REGULAR MEETING OF THE FINANCE AND ADMINISTRATION COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, AUGUST 13, 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 5:32 p.m.

**2. ROLL CALL**

Those present at roll call were Chairwoman Sue Berglund, Trustee Michael Mistele and Director of Finance Carrie Dittman.

**3. APPROVAL OF MINUTES**

Minutes of the Regular Finance/Administration Committee held on Monday, July 9, 2018 were reviewed. Motion to approve by Chairwoman Berglund, second by Trustee Mistele. Motion carried.

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

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

- Total cash outlay for all Village funds – \$1,002,201. Fiscal Year to Date is \$3,069,475. Handwritten checks include check to Tecorp (water tower painting) approved separately by Village Board.
- Payroll monthly total for active employees including all funds - \$297,253 (2 payrolls). The average payroll for the year was \$152,673, which is a 1.61% decrease 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 payouts of accumulated sick, vacation and other time due to employees that retire or terminate employment.
- Average daily outlay of cash for all Village funds for the current month: \$33,407. Average monthly cash outlay for all Village funds fiscal year to date (FYTD): \$1,023,158. Daily average fiscal YTD: \$33,732.
- Average daily expenditures for the General Fund only: \$21,462. Fiscal YTD average is \$20,882 which is a 29.15% decrease from the prior year due to the non-continuance of large capital projects that occurred last year.

**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 June 2018 (unaudited):

- Sales tax receipts - \$309,957 up 5.32% from the prior year. Trending 14.6% over budget.
- Business District sales tax receipts - \$34,830. Year to date is \$108,889, 2.93% above the prior year and 6.3% over budget. This represents 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 - \$73,159 down 3.01% compared to the prior year, 2.0% over budget. Director Dittman relayed that we budgeted for a continued 10% reduction in income taxes for this year's budget, although subsequently the state passed their budget with only a 5% reduction planned.

- Utility tax receipts - \$68,284 down 4.68% from the prior year, 6.1% under budget, consisting of:
  - Telecomm tax - down 8.92%
  - Northern IL gas – up 26.69%
  - ComEd - down 5.76%

Director Dittman relayed that this year’s budget was reduced by \$50,000 to account for the continued decline in telecomm tax.

- Places of Eating Tax receipts - \$47,244 up 4.67% compared to the prior year, trending 11.13% over budget.
- Fines - \$7,454 down 17.49% compared with the prior year, 1.44% under budget. Fines come from County distributions and also local fine tickets written by Village police officers.
- Red Light Fines – \$82,250 up 36.42% from the prior year receipts, trending 64.4% over budget. All three approaches are live.
- Building Permit receipts - \$87,643 up 64.25% from the prior year, 301.81% above budget.
- Water sales receipts - \$231,577 flat from the prior year, 6.03% below budget.
- Hotel/Motel Tax receipts - \$28,682 up 6.74% compared with the prior year. The revenue is trending at 5.5% higher than budget. Three of the four hotels are open and active.
- Motor Fuel Tax receipts - \$16,495, up 2.53% from the prior year, 1.3% above budget.

**6. VISITOR’S BUSINESS**

There were no visitors present at the meeting.

**7. COMMUNICATIONS**

There were no communications received at the meeting.

**8. ADJOURNMENT**

Motion to adjourn at 5:54 p.m. was made by Chairwoman Berglund, seconded by Trustee Mistele. Motion carried.

(Minutes transcribed by: Carrie Dittman)

MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL SERVICES COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, AUGUST 13, 2018 AT THE VILLAGE HALL, 835 MIDWAY DRIVE, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

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1. CALL TO ORDER

Trustee Kelly called the meeting to order at 5:03 PM.

2. ROLL CALL

Those present at roll call were Trustee Terrence Kelly, Trustee Michael Mistele, Village Administrator Tim Halik, and Assistant Village Administrator Jeffrey Monteleone.

3. APPROVAL OF MINUTES

Trustee Kelly recommended that the committee return to this agenda item as Chairman Oggerino had not yet arrived.

4. DISCUSSION – Architectural Professional Services Relating to Phase I of 825 Midway Drive Renovation Project

Assistant Village Administrator Jeffrey Monteleone provided background on this project and detailed the tight timeline we have to complete the work yet this year. Trustee Mistele shared that we should not worry too much about the timeline, and that there is still ample time to complete the shell building work this year. He also stated that if necessary, we could delay the completion of the Phase II work. Trustee Mistele also commented that he believes it is very important for the architect to determine the required sizes of the roof top units to be replaced based on the future use of the interior space. He shared that interior portions of the building will convert from office use to assembly use and the required sizing of the RTUs must be determined as part of the Phase I work. Staff agreed. Monteleone provided a general review of the architectural services contract and advised that the indemnification language will be changed to be improved in the final version of the contract. Administrator Halik also called attention to a minor language change that Trustee Kelly had requested in Section 15.0 on page 4, where the word Village should be changed to Owner. Trustee Mistele also noted the omission of the word Days within Section 1 on page 1 of the Addendum. Monteleone also noted that he had added Section 11 in the contract. Trustee Mistele asked for clarification on the Qualified Based Selection waiver. Monteleone explained statutory requirement along with the issue of bid stringing and stated that it should not be a concern due to our approach and budgetary timeline for this project. He just felt it was a matter that the Committee should be aware of. Halik also suggested that it may be prudent to consider the design/build approach for completion of the Phase II work in order to obtain a better price. If that were to occur, there would be no bid stringing concern since a different firm would complete the Phase II work. Trustee Mistele recommended that the architect should use the current Parks & Recreation Program Guide to assist in determining the uses of the interior spaces within the building. He also suggested that we consider the pylon wall and canopy design that is present at the two other buildings within the municipal complex. Halik responded that staff was attempting to keep the project costs low, so that same entrance monument design was not included. It was also felt that the improved

entrance could be completed at a later time, when additional funding was available. Trustee Mistele recommended that it be done as part of the exterior façade renovations within the Phase I work. He further suggested that it be included as a bid alternate on the project. Halik agreed that completing the entrance work within Phase I would make sense, it was just the increased cost staff was trying to avoid. Halik advised that staff would speak to the architect about including it as a bid alternate so a decision could be made after the cost is known. The Committee recommended approval of the architectural contract to begin design and bid document work on the 825 Midway Drive building.

\*\*\*\*\* Chairman Paul Oggerino and Trustee Gayle Neal arrived at 5:17 PM \*\*\*\*\*

3. APPROVAL OF MINUTES

- a) After review of the draft minutes from the July 9, 2018 regular meeting of the Municipal Services Committee, Chairman Paul Oggerino made a motion to approve the minutes as presented. Trustee Terrence Kelly seconded the Motion. Motion Carried

5. DISCUSSION -- Requests of Republic Services due to Changes in Recycling

Administrator Halik provided background on this item and reminded the Committee that two representatives from Republic Services had attended the July 9<sup>th</sup> Municipal Services Committee meeting to make two requests of the Village due to cost increases incurred in the separation and disposal of Willowbrook recyclables. Halik advised that Republic Services is requesting: 1) Assistance from the Village in educating residents on contamination of recyclables, and 2) Consideration of a \$1.70 per month per account cost increase to help defray the increased cost of separating and disposing of Willowbrook recycling materials. Halik advised that since that time staff had performed some research and spoke to other towns. It appears that Republic Services is the only scavenger that we know of in our area that is requesting a price increase. At least two other scavenger companies, one of which is Groot serving Burr Ridge, is experiencing the same issue but has decided to absorb the cost increase for now rather than seeking additional revenue from accounts. Halik further advised that there are approximately 1,400 Republic Services accounts in Willowbrook, so the annual cost increase would be approximately \$30,000 on an approximate \$500,000 contract. The Village's current contract with Republic Services doesn't end until December 31, 2019 and prices to be charged are contained within the contract. So, Halik reminded the Committee that this was just a request from Republic Services. Both Chairman Oggerino and Trustee Kelly advised that they have been made aware of this same issue from the scavenger companies that serve their condominium associations, but neither of those companies were seeking a price increase at this time. The Committee agreed that additional education on recycling contamination would be beneficial to all and that a more instructive brochure is needed. Halik shared that he had raised that issue at a DuPage Mayors & Managers Conference Regulatory Issues Committee meeting. One of the members recommended that DuPage County staff get involved to publish such materials, since this issue is affecting all DuPage County municipalities. In conclusion, the Committee advised that they would not agree to a rate increase with 1½ years left on the contract. Halik stated that he and Monteleone would advise Republic Services accordingly.

6. REPORTS -- Municipal Services Department

- a. Administrator Halik reviewed the monthly permit activity report for the month of July 2018. Halik advised that the Village received about \$87,700 in permit revenue

for the month. Halik advised that for the first three months in fiscal year 2018/19, the department has brought in a total of approximately 81% of the budgeted revenue, indicating a high level of construction activity.

- b. Administrator Halik reviewed the water system pumpage report for the month of June 2018. The report indicates that the Village pumped 37,621,000 gallons of water in the month. This volume represents a 12.7% increase when compared to the pumpage in the first two months of FY 2017/18.
- c. Administrator Halik advised that the June 2018 Mosquito Abatement Program Update was for information only, but called attention to the recent light trap counts included at the middle of page 5 of the report. Halik advised that staff closely monitors the light trap counts and prevailing weather conditions. Halik advised that thus far in the mosquito season, the Mayor has authorized two Village-wide spray applications – one occurring on July 1<sup>st</sup>, in anticipation of 4<sup>th</sup> of July holiday celebrations, and the second on August 7<sup>th</sup>. Halik advised that the FY 2018/19 budget includes funding for two Village-wide spray applications, but if additional applications are deemed to be necessary, the budget would merely go over.
- d. Administrator Halik advised that the June and July 2018 Scavenger Report is for information only.

7. VISITOR'S BUSINESS

(None)

8. COMMUNICATIONS

a) Surface Transportation Program (STP) Changes

Administrator Halik and Trustee Neal advised the Committee that changes were occurring to the allocation of funds and methodology of awarding Federal STP grants. This is why there was no STP grant cycle offered this year. Halik advised that the presentation material included in the agenda packet is very detailed info, but was merely meant to illustrate the nature of the changes that are occurring to the program. Although the final changes have not yet been approved by the Chicago Metropolitan Agency for Planning, Halik believes that the info contained in the packet will likely represent what the changes will be. Halik and Trustee Neal explained that more of the available Federal money will be allocated to larger regional projects and the criteria for being awarded a local project will be very different and based on items such as whether the project will create population/job benefits, include green infrastructure, and be public transit supportive. In addition, the types of eligible projects have changed as well. Halik advised that regional projects must have a minimum project cost of \$5 million or be a multijurisdictional project. The first call to submit applications for regional projects will occur in January of 2019. The first call to submit applications for local projects will occur in January of 2020. Halik advised that the Village has been very fortunate in the past to receive a fair number of STP grants that helped offset capital improvement costs in our annual roadway maintenance program. However, he is unsure whether we will be in a position to score favorably to obtain additional grants once the changes are put into effect. With regard to regional projects, Halik cautioned that although we could submit joint applications with surrounding towns and other agencies, the nature of those projects

may be work that the Village otherwise did not intend to complete. If awarded, we would then be responsible for paying the local share of a project that may not have been included in our long-range capital improvement planning. Halik also stated that state Motor Fuel Tax receipts continue to decline based on a number of factors including electric vehicles. Since that is the money available to us to conduct our annual roadway maintenance program, each year's program is becoming smaller and smaller in scope due to the reduction of funds. Halik advised that at some point he foresees that the General Fund will need to begin supplementing the MFT Fund in order to complete the scope of work necessary from year to year to maintain Village streets. Between the changes to the STP grants and the continuing reduction of MFT receipts, additional funding sources will need to be considered for street maintenance.

9. ADJOURNMENT

Motion to adjourn was made by Chairman Oggerino. Seconded by Trustee Kelly. The meeting was adjourned at 6:10 PM.

(Minutes transcribed by: Tim Halik, 8/15/18)

MINUTES OF THE REGULAR MEETING OF THE PARKS AND RECREATION COMMISSION  
HELD ON TUESDAY, AUGUST 7, 2018, AT THE VILLAGE HALL, 835 MIDWAY DRIVE,  
WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Chairman Robert Pionke called the meeting to order at the hour of 7:01 p.m.

2. ROLL CALL

Those present at roll call were Chairman Pionke, Commissioners Lorraine Grimsby, Catherine Kaczmarek, Ronald Kanaverskis, Laurie Landsman, Carol Lazarski, and Douglas Stetina.

ABSENT: None.

Also present was Temporary Interim Superintendent of Parks and Recreation John Fenske.

A QUORUM WAS DECLARED

3. APPROVAL OF MINUTES

a. Minutes – July 10, 2018 Regular Meeting – Parks & Recreation Commission

The Commission reviewed the July 10, 2018 minutes. Commissioner Landsman wanted it noted that a race participant had recommended a greeter to be present if there is an after-race party for next year's 5K Race.

MOTION: A Motion was made by Commissioner Kanaverskis and seconded by Commissioner Lazarski to approve the July 10, 2018 minutes as amended.

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

4. REPORT

a. Movie in the Park – Friday, July 13, 2018

Interim Superintendent Fenske advised that Chick-fil-A and Sprint were this year's sponsors for the event. Sandwiches, tea, and popcorn were distributed. Kona Ice Company was passing out snow cones and was a big hit. Interim Superintendent Fenske stated there were approximately 90 people in attendance.

Commissioner Lazarski suggested that banners be put up around town to advertise. Several residents were not aware of the event.

b. Parent/Child Fishing – Friday, July 20, 2018

Interim Superintendent Fenske advised that there were eight (8) couples registered and six (6) attended. Forest Preserve employees distributed information.

c. Family Campout – July 28-29, 2018

Interim Superintendent Fenske related that this event was cancelled due to low registration. After the event was cancelled, Interim Superintendent Fenske advised that more families had called to register. Since there is interest, this event will again be offered next year.

d. Theft of Picnic Table Tops

Interim Superintendent Fenske advised that he had alerted neighboring municipalities to the thefts. The theft occurred between 1:00 p.m. and 3:00 p.m. and there were no witnesses to the theft.

Chairman Pionke suggested looking into replacing the tables with a different material. Interim Superintendent Fenske related that when the replacement tops are installed, it will be with tamper-proof hardware.

5. DISCUSSION

a. Back to School Bash – Wednesday, August 15, 2018

Interim Superintendent Fenske this event will be held at Gower West Elementary School from 6:00 p.m. – 8:00 p.m. Face painter, bounce house, and Chick-fil-A will be providing chicken nuggets. Burr Ridge Park District and the school will also have activities.

b. 2018 Children's Holiday Party

After discussion, Interim Superintendent Fenske related that he will look into pricing for either a magician, musical act, or animal trainer. Superintendent Fenske advised that he was contacted by a local dance studio that wished to be the entertainment at the party. The commissioners stated that they wanted additional information about pricing and what type of performance they would have before agreeing.

Commissioner Stetina recommended hiring a balloon artist for the event.

Commissioner Stetina advised that he and Commissioner Landsman will be going out to purchase gifts for the party. Commissioner Landsman stated that the older kids should be given a \$5 gift certificate.

Commissioner Landsman suggested that the high schools should be contacted at this time for student volunteers for the party.

Commissioner Kaczmarek volunteered to organize the craft tables and picture area.

Interim Superintendent Fenske advised that he will contact the vendors that have donated food in the past for donations for this year.

c. Park Maintenance Update

Interim Superintendent Fenske advised that the hot coal receptacles have been received but have not been installed at the parks as of today. Interim superintendent Fenske stated that garbage cans have been installed in the bathrooms at Willow Pond.

Interim Superintendent Fenske related that the drinking fountain at Waterford Park was not working and will be repaired.

Commissioner Stetina recommended that a bulletin board be placed in Willow Pond to provide general information such as hours and emergency contact numbers.

Commissioner Landsman had spoken to Tod Stanton from Design Perspectives in reference to the electrical power that is located in the pavilion at Willow Pond. He advised that the power source in the first pavilion is not up to code and cannot handle multiple electrical devices. Interim Superintendent Fenske related that it was not the breaker was blowing during the Willow Pond Grand Opening. It was the power strip that was being used. Chairman Pionke advised that it should be looked at in the future for a price quote to have the pavilion rewired.

Interim Superintendent Fenske advised that the fence replacement project began on July 23<sup>rd</sup>. The fences for the tennis courts in Waterford Park and backstop at Community Park have been repaired. Work has begun on replacing the fences at Lake Hinsdale Park.

Commissioner Kanaverskis suggested placing mums around the sign at Lake Hinsdale Park.

d. Marketing Plan

Chairman Pionke related that there is currently no marketing or publicizing for park events other than the program guide and postcards. Chairman Pionke proposed that a marketing guide should be created. Chairman Pionke stated that the Village Board may need to approve the funding. Chairman Pionke has reached out to three marketing firms to provide proposals.

Chairman Pionke stated that the Marketing Plan should provide direction and a vision.

After discussion, the Commissioners concurred with obtaining proposals for creating a marketing plan.

Chairman Pionke advised that he will contact Village Administrator Tim Halik for guidance on how to proceed with the concept.

6. VISITORS' BUSINESS

None presented.

7. COMMUNICATIONS

Interim Superintendent Fenske related that at the Movie in the Park event, he was approached by a gentleman that worked for the movie company that wished to host another movie in the park event as a fundraiser for the West Suburban Humane Society. Interim Superintendent Fenske advised that the event will be held on August 26<sup>th</sup> in Borse Community Park. There will be no cost to the Village.

Interim Superintendent Fenske advised that he had reached out to Costco for a water donation for the Back to School event. He received a letter back advising that all donation requests need to be sent directly to their corporate office.

Interim Superintendent Fenske stated that the new park books should be sent to residents by the end of the week.

Chairman Pionke requested address and phone number information for each of the park commissioners. The list will be distributed to each commissioner once complete.

Chairman Pionke updated the commissioners on the discussion from the previous meeting pertaining to the table rental at the 5K race.

8. ADJOURNMENT

MOTION: Made by Commissioner Stetina, seconded by Commissioner Grimsby to adjourn the meeting at the hour of 8:41 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

September 5, 2018

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Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

MINUTES OF THE REGULAR MEETING OF THE PLAN COMMISSION HELD ON WEDNESDAY, AUGUST 1, 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 Daniel Kopp, Vice-Chairman John Wagner, Commissioners James Soukup, Gregory Ruffalo, Leonard Kaucky, and Maciej Walec.

Absent: Commissioner William Remkus

Also present were Planning Consultant Natalie Zine, Inspector Roy Giuntoli Executive Secretary Cindy Stuchl, and Recording Secretary Lisa J. Shemroske.

3. OMNIBUS VOTE AGENDA

The items on the Omnibus Vote Agenda were as follows:

- A. Waive Reading of Minutes (APPROVE)
- B. Minutes – Special Meeting May 16, 2018

MOTION: Made by Commissioner Ruffalo, seconded by Commissioner Soukup, to approve the Omnibus Vote Agenda as presented.

MOTION DECLARED CARRIED

4. PLAN COMMISSION CONSIDERATION: Conceptual review and feedback on Planned Unit Development approval for a proposed 10,000 square foot daycare facility and 1,600 square foot retail user. Location: Vacant lot on 75<sup>th</sup> Street directly west of the Willow Commons Shopping Center/Ashton Place in Willowbrook.

A. DISCUSSION/RECOMMENDATION

Chairman Kopp explains that this is a Conceptual Plan review for a planned unit development on 75<sup>th</sup> west of Willow Commons. Applicant is appearing before the Commission to give and receive feedback. If the project moves forward, there will be an official hearing.

Planning Consultant Zine did a presentation of Staff analysis of JAS Development for an application and feedback of a proposed Day Care and a 1600 sq ft. drive thru restaurant in an out lot. She explained there will be no Zoning changes. Parcel is vacant, surrounded by Condominiums to the west and south and a shopping center to east. End user for the out lot has not been established as of yet but will not be a financial institution. Improving with landscaping buffer, which will be included with their proposal. Sufficient parking per code. Ms Zine has asked for parking and traffic analyst with final proposal. Water main improvement is required. Extend it from West to the East across their property. Summary of project from Ms. Zine. Representatives of the Fidelity Group introduced their company and talked about other accomplishments that they have been successful with. They maintain all their own property and their own construction company. Whatever the Village has asked for they will supply. They provided a breakdown of the JAS Development, Willowbrook LLC.. Site plan.

Chairman Kopp voiced concerns that resident south of the project might have concerns over the proximity to their homes. How far north is it would be from them.

Commissioner Walec questioned about the trash enclosure view from 75<sup>th</sup>. The Applicant advised there will be a fence and be landscaping around it.

Chairman Kopp asking about the location of the speaker for drive thru.

Resident inquires about the sound dente the playground. Applicant explained that the ground which the playground is built is a heat welded recycle tire high density rubber, surrounded by a baffled fence. The playground equipment is rubber coated.

Residents inquired about any outdoor dining at restaurant, Applicant mentioned it would be on east side of building. Hours for restaurant have not been determined yet, but will work with Village and Commission. Ms. Zine was asked if any restriction on restaurant hours. This will be discussed with the Commission. Resident inquiries about light standards are with our within our code. Commissioner Wagner spoke about the Willow Pond has large playground area and has used the rubber surface and has deaden the sound.

Residents had concerns over the easement required to let traffic off the property. Ms. Zine advised there will no longer be a parking easement agreement purely an access agreement for people to come into the day care. The Applicant related there will be no more curb cuts on 75<sup>th</sup>. Residents are concerned about easement thru the south. The Applicant stated that they are vacating that easement to Sheridan Drive.

Resident, Frank Urban, addressed the Commission that Residents should have been informed of the meetings. Chairman Kopp related that it is an informal meeting. Chairman Koop advised hat Direct Mail Notification is only necessary when there is a Public Hearing. explained that this was only a PUD meeting. So they will get notified of official meetings.

Chairman Kopp believes this is a good project for the property. The Commissioner, all agreed, and all look forward to it.

5. VISITOR'S BUSINESS

None.

6. COMMUNICATIONS

Chairman Kopp advised that the Gun Range Federal suit against the Village was dismissed. Commissioner Walec mentioned that it was refiled as Civil referred to State Court. Ms. Zine said could go to court on zoning. There are two different suits.

Commissioner Kaucky asked about the status of Pete's. Building Inspector Giuntoli provided the update to Commissioners.

7. ADJOURNMENT

MOTION: Made by Commissioner Ruffalo, seconded by Commissioner Walec, to adjourn the regular meeting of the Plan Commission at the hour of 8:28 p.m.

MOTION DECLARED CARRIED

PRESENTED, READ AND APPROVED,

Date of next meeting

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Chairman

Minutes transcribed by Building and Zoning Secretary Lisa J. Shemroske

## AGENDA

MINUTES OF THE PUBLIC SAFETY COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON AUGUST 20<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, Trustee Umberto Davi, Chairperson Gayle Neal , Chief Robert Schaller and Deputy Chief Lauren Kaspar.*

1. REVIEW JULY 9<sup>TH</sup>, 2018 PUBLIC SAFETY COMMITTEE MEETING MINUTES.  
*The Committee approved the July 9<sup>th</sup>, 2018 meeting minutes.*
2. REVIEW WEEKLY PRESS RELEASES – INFORMATION.  
*The Committee approved the press release information and had a discussion on the increase of calls and burglaries for the month of July.*
3. REVIEW OVERTIME REPORT FOR 06/18/2018 – 07/15/2018 - INFORMATION.  
*The Committee approved the overtime report. No comments.*
4. REVIEW MONTHLY EXPENDITURE REPORT FOR JULY 2018 – INFORMATION.  
*The Committee approved the Monthly Expenditure Report. Trustee Davi commented on the DuPage Children's Center line item. The Chief advised that the \$3,000.00 is an annual service payment for investigation services.*
5. REVIEW MONTHLY OFFENSE SUMMARY REPORT FOR JULY 2018 - INFORMATION.  
*No comment(s).*
6. REVIEW LETTER(S) OF RECOGNITION AND APPRECIATION – INFORMATION.  
*The Committee reviewed the Letter(s) of Recognition and Appreciation.*
  - Officer Nick Volek
  - Officer Dylan Trainor
7. \* VISITOR'S BUSINESS (Public comment is limited to three minutes per person).  
*There was one (1) member of the public present at this meeting. No comment.*
8. ADJOURNMENT.  
*The meeting was adjourned at 6:01 p.m.*

NEXT MEETING SCHEDULED SEPTEMBER 10<sup>TH</sup>, 2018 AT 5:30 P.M.