

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, NOVEMBER 25, 2024, FOLLOWING THE COMMITTEE OF THE WHOLE MEETING, OR AT 6:30 P.M., AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, 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 - Board of Trustees Regular Meeting November 12, 2024 (APPROVE)
 - c. Warrants \$ 1,068,267.43
 - d. ORDINANCE NO. - AN ORDINANCE PROVIDING FOR THE LEVY OF TAXES FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2024 AND ENDING APRIL 30, 2025, OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (PASS)
 - e. RESOLUTION NO. - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK SETTING THE 2025 CALENDAR YEAR SCHEDULE OF REGULAR MEETINGS OF THE MAYOR AND BOARD OF TRUSTEES AND THE SCHEDULE OF REGULAR MEETINGS OF COMMISSIONS AND COMMITTEES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (ADOPT)
 - f. GENERAL OBLIGATION BONDS, 2015 AND 2022A, TAX ABATEMENT ORDINANCES
 - i. ORDINANCE NO. - AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2024 TO PAY THE PRINCIPAL AND INTEREST ON THE \$4,930,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2015 OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (PASS)
 - ii. ORDINANCE NO. - AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2024 TO PAY THE PRINCIPAL AND INTEREST ON THE \$8,920,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2022A OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (PASS)

NEW BUSINESS

6. ORDINANCE NO. - AN ORDINANCE GRANTING SPECIAL USE PERMITS FOR A FAST FOOD ESTABLISHMENT AND DRIVE-THROUGH USE AND GRANTING CERTAIN VARIATIONS FROM TITLE 9 OF THE UNIFIED DEVELOPMENT ORDINANCE PC 24-09: 7505 KINGERY HIGHWAY - PANDA EXPRESS (PASS)
7. DESIGN ENGINEERING SERVICES FOR BORSE MEMORIAL COMMUNITY PARK PROJECT - PHASE III
 - a. RESOLUTION NO. - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL CONDITIONS FOR PROFESSIONAL ENGINEERING SERVICES FOR DESIGN ENGINEERING SERVICES FOR THE BORSE MEMORIAL COMMUNITY PARK PROJECT - PHASE III BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK AT A TOTAL COST NOT TO EXCEED \$140,000.00 (ADOPT)
 - b. RESOLUTION NO. - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES FOR THE BORSE MEMORIAL COMMUNITY PARK PROJECT - PHASE III BETWEEN UPLAND DESIGN, LTD AND THE VILLAGE OF WILLOWBROOK FOR A TOTAL COST NOT TO EXCEED \$84,600.00 (ADOPT)

PRIOR BUSINESS

8. TRUSTEE REPORTS
9. ATTORNEY'S REPORT
10. CLERK'S REPORT
11. ADMINISTRATOR'S REPORT
12. MAYOR'S REPORT
13. EXECUTIVE SESSION
14. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON TUESDAY, NOVEMBER 12, 2024, AT 6:30 P.M. AT THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

Note: Minutes created from meeting agenda, attendee notes, and PowerPoint presentation, due to lack of audio recording.

1. CALL TO ORDER

The meeting was called to order at 6:30 P.M. Mayor Trilla.

2. ROLL CALL

Those physically present at roll call were, Mayor Frank Trilla, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, Gayle Neal and Greg Ruffolo, Village Attorney Michael Durkin, Village Administrator Sean Halloran, Chief Financial Officer Lora Flori, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Director of Public Works Rick Valent, and Deputy Chief Gerard Wodka.

ABSENT: Village Clerk Gretchen Boerwinkle, Village Administrator Alex Arteaga, Trustee Michael Mistele, Chief Lauren Kaspar, Deputy Chief Ben Kadolph and Deputy Clerk Christine Mardegan.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Attorney Durkin to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

None present and no written comments were received.

5. OMNIBUS VOTE AGENDA:

Mayor Trilla read over each item in the Omnibus Vote Agenda for the record.

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Board of Trustees Regular Meeting October 28, 2024 (APPROVE)
- c. Warrants \$ 613,105.97
- d. MOTION - A MOTION FOR A BUDGET AMENDMENT TO THE VAO CONTINGENCY LINE ITEM FOR FUEL MITIGATION AND ENVIRONMENTAL SERVICES PROVIDED BY SET ENVIRONMENTAL, INC (PASS)
- e. VILLAGE-WIDE GIS MAPPING SERVICES
 - i. RESOLUTION NO. 24-R-69- A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL MEMBERSHIP AGREEMENT FOR A GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM ("GISC") (ADOPT)

ii. RESOLUTION NO. 24-R-70- A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE MUNICIPAL GIS PARTNERS, INCORPORATED AND THE VILLAGE OF WILLOWBROOK FOR SUPPORT SERVICES IN CONNECTION WITH THE VILLAGE'S GEOGRAPHICAL INFORMATION SYSTEM ("GIS") AT A COST NOT TO EXCEED \$41,114.60 (ADOPT)

f. ORDINANCE NO. 24-O-30 - AN ORDINANCE AMENDING TITLE 4 ENTITLED "MUNICIPAL SERVICES" OF THE VILLAGE OF WILLOWBROOK MUNICIPAL CODE BY ADDING THERETO CHAPTER 9 ENTITLED "VACANT BUILDING AND PROPERTY REGULATIONS" (PASS)

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

6. RESOLUTION NO. 24-R-71 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBERS ONE AND TWO FOR THE CREEKSIDE PARK AND FARMINGDALE PARK RENOVATIONS PROJECT WITH LANDWORKS, LTD (ADOPT)

Director Kleefisch thanked the Mayor and the Board. This resolution is related to the Creekside Park Project and includes two areas of the project that require change orders to complete the work.

- Change Order #1 proposes the removal and replacement of the existing concrete drainage inlet and associated structure.
- The proposal was reviewed by Christopher B. Burke Engineering (CBBEL) and it was recommended to be completed on a Time and Materials (T&M) cost basis not to exceed \$34,467.40
- Change Order #2 proposes new material of poured-in-place, retaining wall, removal of timber and replacement with concrete walls, and slope change.
- CBBEL reviewed the proposal, and it was recommended to be completed on a Time and Materials (T&M) cost basis not to exceed \$39,964.63
- In total, the costs for both change orders are \$74,431.03

Trustee Neal asked Director Kleefisch if there was a timeline for project completion. The director indicated that it was totally weather dependent.

MOTION: Made by Trustee Davi and seconded by Trustee Astrella to adopt Resolution 24-R-71 as presented.

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

MOTION DECLARED CARRIED

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November 12, 2024

PRIOR BUSINESS

7. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo had no report.

Trustee Mistele was not present.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Astrella had no report.

8. ATTORNEY'S REPORT

Attorney Durkin had no report.

9. CLERK'S REPORT

Clerk Boerwinkle was not present.

10. ADMINISTRATOR'S REPORT

Administrator Halloran turned his time over to Director Kleefisch who advised the Board that the Light Up the Night event was scheduled for Borse and Midway Parks on Saturday December 7th. There would be many activities including face painting, Santa Claus and a drone show and he hoped they would all come out to enjoy the evening.

11. MAYOR'S REPORT

Mayor Trilla had no report.

12. EXECUTIVE SESSION

Mayor Trillas stated there is no need for an Executive Session during tonight's meeting.

13. ADJOURNMENT

MOTION: Made by Trustee Ruffolo and seconded by Trustee Berglund to adjourn the Regular Meeting at the hour of 6:37 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

November 25, 2024

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

November 25, 2024

GENERAL CORPORATE FUND	-----	\$	157,998.60
WATER FUND	-----	\$	38,918.63
SSA ONE BOND & INTEREST FUND	-----	\$	275,455.00
CAPITAL PROJECT FUND	-----	\$	592,885.20
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$	3,010.00
TOTAL WARRANTS	-----	\$	1,068,267.43

Lora Flori, Director of Finance

APPROVED:

Frank A. Trilla, Mayor

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
11/13/2024	APCH	408(E) #	WEX BANK		FUEL/MILEAGE/WASH	455-303	10	2.00
					FUEL/MILEAGE/WASH	550-303	20	2.00
					FUEL/MILEAGE/WASH	630-303	30	(51.95)
					FUEL/MILEAGE/WASH	630-303	30	6,308.06
					FUEL/MILEAGE/WASH	710-303	35	1,446.46
					FUEL/MILEAGE/WASH	810-303	40	2.00
					CHECK APCHK 408(E) TOTAL FOR FUND 01:			7,708.57
11/25/2024	APCH	102810	4IMPRINT INC		COMMUNITY EVENTS	585-522	20	4,957.96
11/25/2024	APCH	102813	B & E AUTO REPAIR & TOWING		MAINTENANCE - BUILDING	630-228	30	736.46
11/25/2024	APCH	102814	BESTWAY CHARTER TRANSPORTATION,		ACTIVE ADULT PROGRAM	590-517	20	775.00
11/25/2024	APCH	102815	BRIGHTER ELECTRIC		MAINTENANCE - EQUIPMENT	570-411	20	1,730.00
					MAINTENANCE - EQUIPMENT	570-411	20	215.00
					CHECK APCHK 102815 TOTAL FOR FUND 01:			1,945.00
11/25/2024	APCH	102816*#	BS & A SOFTWARE		EDP LICENSES	460-263	10	4,122.00
					EDP LICENSES	615-263	25	7,543.00
					EDP LICENSES	815-263	40	2,791.00
					CHECK APCHK 102816 TOTAL FOR FUND 01:			14,456.00
11/25/2024	APCH	102817	CASE LOTS, INC		MAINTENANCE - BUILDING	466-228	10	204.50
11/25/2024	APCH	102818	CHICAGO SUN-TIMES, INC		PRINTING & PUBLISHING	810-302	40	427.00
11/25/2024	APCH	102819*#	CHRISTOPHER B. BURKE		FEES - ENGINEERING	720-245	35	5,330.00
					ENGINEERING SERVICES	820-262	40	358.00
					ENGINEERING SERVICES	820-262	40	273.50
					ENGINEERING SERVICES	820-262	40	537.00
					ENGINEERING SERVICES	820-262	40	485.00
					CHECK APCHK 102819 TOTAL FOR FUND 01:			6,983.50
11/25/2024	APCH	102820#	COMED		RED LIGHT - ADJUDICATOR	630-246	30	42.04
					RED LIGHT - ADJUDICATOR	630-246	30	41.62
					RED LIGHT - ADJUDICATOR	630-246	30	33.51
					ENERGY - STREET LIGHTS	745-207	35	353.82
					ENERGY - STREET LIGHTS	745-207	35	51.35
					ENERGY - STREET LIGHTS	745-207	35	639.06
					CHECK APCHK 102820 TOTAL FOR FUND 01:			1,161.40

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
11/25/2024	APCH	102821	DACRA ADJUDICATION LLC	EDP LICENSES	460-263	10	2,500.00
11/25/2024	APCH	102822	DCSPMA	FEES/DUES/SUBSCRIPTIONS	630-307	30	125.00
11/25/2024	APCH	102823*#	ERYN WITT	FINANCIAL SERVICES	620-252	25	275.10
				FINANCIAL SERVICES	620-252	25	255.00
				CHECK APCHK 102823 TOTAL FOR FUND 01:			530.10
11/25/2024	APCH	102825*#	FALCO'S LANDSCAPING INC	MAINTENANCE	725-410	35	6,840.00
				STREET IMPROVEMENTS	765-685	35	8,100.00
				CHECK APCHK 102825 TOTAL FOR FUND 01:			14,940.00
11/25/2024	APCH	102827	FOUR WINDS CASINO	ACTIVE ADULT PROGRAM	590-517	20	150.00
				ACTIVE ADULT PROGRAM	590-517	20	150.00
				CHECK APCHK 102827 TOTAL FOR FUND 01:			300.00
11/25/2024	APCH	102828	FOX TOWN PLUMBING INC	MAINTENANCE - EQUIPMENT	570-411	20	3,112.70
11/25/2024	APCH	102829	HINSDALE NURSERIES, INC.	TREE MAINTENANCE	750-338	35	2,432.80
11/25/2024	APCH	102830	ISOLVED BENEFIT SERVICES	FEES/DUES/SUBSCRIPTIONS	455-307	10	411.60
11/25/2024	APCH	102831	J.L. ADLER ROOFING AND	MAINTENANCE - BUILDING	630-228	30	2,940.00
11/25/2024	APCH	102832	JOSEPH LAVALLE	FEES/DUES/SUBSCRIPTIONS	630-307	30	541.25
11/25/2024	APCH	102833	JSN CONTRACTORS SUPPLY	OPERATING SUPPLIES & EQUIPMENT	710-401	35	136.25
				OPERATING SUPPLIES & EQUIPMENT	710-401	35	1,635.00
				CHECK APCHK 102833 TOTAL FOR FUND 01:			1,771.25
11/25/2024	APCH	102834	KAREN PITTRO	ACTIVE ADULT PROGRAM	590-517	20	300.00
11/25/2024	APCH	102835	KEVRON PRINTING & DESIGN INC	OFFICE SUPPLIES	455-301	10	62.30
11/25/2024	APCH	102836	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	300.00
11/25/2024	APCH	102838	METRO REPORTING SERVICE LTD.	FEES - COURT REPORTER	520-246	15	494.80
11/25/2024	APCH	102840	NICHOLAS VOLEK	FEES/DUES/SUBSCRIPTIONS	630-307	30	610.56
11/25/2024	APCH	102841*#	ORBIS SOLUTIONS	EDP LICENSES	640-263	30	975.00
11/25/2024	APCH	102842	P.F. PETTIBONE & CO.	PRINTING & PUBLISHING	630-302	30	19.00
11/25/2024	APCH	102843*#	PARTS AUTHORITY LLC	MAINTENANCE - VEHICLES	630-409	30	(232.86)

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					MAINTENANCE - VEHICLES	630-409	30	(12.00)
					CHECK APCHK 102843 TOTAL FOR FUND 01:			(244.86)
11/25/2024	APCH	102844	POWERDMS INC		EDP LICENSES	640-263	30	2,625.00
					EDP LICENSES	640-263	30	4,568.13
					CHECK APCHK 102844 TOTAL FOR FUND 01:			7,193.13
11/25/2024	APCH	102845	RAGS ELECTRIC, INC		MAINTENANCE	725-410	35	305.42
11/25/2024	APCH	102847	RAY O'HERRON CO., INC.		OPERATING EQUIPMENT	630-401	30	243.14
					OPERATING EQUIPMENT	630-401	30	49.08
					OPERATING EQUIPMENT	630-401	30	17.09
					CHECK APCHK 102847 TOTAL FOR FUND 01:			309.31
11/25/2024	APCH	102848	RUTLEDGE PRINTING CO.		PRINTING & PUBLISHING	630-302	30	120.60
11/25/2024	APCH	102849	SBOC		FEES/DUES/SUBSCRIPTIONS	810-307	40	100.00
11/25/2024	APCH	102850#	SEMMER LANDSCAPE		LANDSCAPE MAINTENANCE SERVICES	565-342	20	10,558.12
					ROUTE 83 BEAUTIFICATION	755-281	35	10,558.13
					CHECK APCHK 102850 TOTAL FOR FUND 01:			21,116.25
11/25/2024	APCH	102851	SIKICH LLP		AUDIT SERVICES	620-251	25	9,602.00
11/25/2024	APCH	102852	STARVED ROCK LODGE		ACTIVE ADULT PROGRAM	590-517	20	275.00
11/25/2024	APCH	102853	STARVED ROCK LODGE		ACTIVE ADULT PROGRAM	590-517	20	275.00
11/25/2024	APCH	102854	STARVED ROCK LODGE		ACTIVE ADULT PROGRAM	590-517	20	275.00
11/25/2024	APCH	102855	STREICHER'S		OPERATING EQUIPMENT	630-401	30	39.00
11/25/2024	APCH	102856	SUBURBAN DOOR CHECK & LOCK SERVI		MAINTENANCE - BUILDING	466-228	10	132.00
11/25/2024	APCH	102858	THE DAVENPORT GROUP USA, LTD.		SPECIAL PROJECTS	810-305	40	1,649.20
11/25/2024	APCH	102859	TRAFFIC LOGIX CORP		ROAD SIGNS	755-333	35	18,743.00
11/25/2024	APCH	102860	TWIN SUPPLIES, LTD		BUILDING IMPROVEMENTS	485-602	10	7,328.00
					BUILDING IMPROVEMENTS	485-602	10	2,533.00
					CHECK APCHK 102860 TOTAL FOR FUND 01:			9,861.00
11/25/2024	APCH	102861	UNDERGROUND PIPE & VALVE, CO.		STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	1,518.00
11/25/2024	APCH	102862*#	UNDERGROUND PIPE SOLUTIONS		STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	3,200.00

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 11/13/2024 - 11/27/2024

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Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	3,300.00
					STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	3,100.00
					STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	3,500.00
					STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	1,600.00
					CHECK APCHK 102862 TOTAL FOR FUND 01:			14,700.00
11/25/2024		APCH	102863	WAREHOUSE DIRECT, INC.	UNIFORMS	630-345	30	257.80
11/25/2024		APCH	102864	WEX HEALTH, INC	FEES/DUES/SUBSCRIPTIONS	455-307	10	50.00
					Total for fund 01 GENERAL FUND			157,998.60

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
11/25/2024		APCH	102811	ACI PAYMENTS, INC	FEES DUES SUBSCRIPTIONS	401-307	50	93.56
11/25/2024		APCH	102812	ALARM DETECTION SYSTEMS INC	PHONE - TELEPHONES	401-201	50	235.05
					PHONE - TELEPHONES	401-201	50	273.03
					PHONE - TELEPHONES	401-201	50	394.89
					CHECK APCHK 102812 TOTAL FOR FUND 02:			902.97
11/25/2024		APCH	102816*#	BS & A SOFTWARE	EDP LICENSES	417-263	50	1,277.00
11/25/2024		APCH	102823*#	ERYN WITT	FINANCIALS SERVICES	401-309	50	183.40
					FINANCIALS SERVICES	401-309	50	170.00
					CHECK APCHK 102823 TOTAL FOR FUND 02:			353.40
11/25/2024		APCH	102824	ETP LABS INC	SAMPLING ANALYSIS	420-362	50	200.00
11/25/2024		APCH	102825*#	FALCO'S LANDSCAPING INC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,200.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,250.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,500.00
					SPOILS HAULING SERVICES	430-280	50	6,600.00
					SPOILS HAULING SERVICES	430-280	50	7,150.00
					SPOILS HAULING SERVICES	430-280	50	6,600.00
					CHECK APCHK 102825 TOTAL FOR FUND 02:			30,300.00
11/25/2024		APCH	102826	FLEETPRIDE TRUCK & TRAILER PARTS	VEHICLE MAINTENANCE	401-350	50	80.00
					VEHICLE MAINTENANCE	401-350	50	240.00
					CHECK APCHK 102826 TOTAL FOR FUND 02:			320.00
11/25/2024		APCH	102839	METROPOLITAN INDUSTRIES INC	PHONE - TELEPHONES	401-201	50	138.00
11/25/2024		APCH	102843*#	PARTS AUTHORITY LLC	VEHICLE MAINTENANCE	401-350	50	249.00
11/25/2024		APCH	102857	TAMELING INDUSTRIES	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	426.60
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	116.10
					STREET IMPROVEMENTS SERVICES	430-281	50	919.80
					CHECK APCHK 102857 TOTAL FOR FUND 02:			1,462.50
11/25/2024		APCH	102862*#	UNDERGROUND PIPE SOLUTIONS	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,300.00
11/25/2024		APCH	102865	WILLOWBROOK FORD INC.	VEHICLE MAINTENANCE	401-350	50	322.20

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
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Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
					Total for fund 02 WATER FUND			38,918.63

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 06 SSA ONE BOND & INTEREST FUND								
11/25/2024		APCH	409 (E)	MICHIGAN STATE UNIVERSITY	BOND PRINCIPAL EXPENSE	550-401	60	230,000.00
					BOND INTEREST EXPENSE	550-402	60	45,455.00
					CHECK APCHK 409(E) TOTAL FOR FUND 06:			275,455.00
					Total for fund 06 SSA ONE BOND & INTEREST FUND			275,455.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND								
11/25/2024		APCH	102819*#	CHRISTOPHER B. BURKE	STORMWATER MASTER PLAN	600-306	55	10,413.68
					CREEKSIDE PARK IMPROVEMENTS	600-345	55	14,037.00
					BORSE PARK PHASE II	600-347	55	37,600.89
					CHECK APCHK 102819 TOTAL FOR FUND 10:			62,051.57
11/25/2024		APCH	102837	LANDWORKS LTD	CREEKSIDE PARK IMPROVEMENTS	600-345	55	222,455.24
					BORSE PARK PHASE II	600-347	55	281,328.53
					CHECK APCHK 102837 TOTAL FOR FUND 10:			503,783.77
11/25/2024		APCH	102841*#	ORBIS SOLUTIONS	PD TRAINING ROOM UPGRADES	600-343	55	21,918.51
11/25/2024		APCH	102846	RAGS ELECTRIC, INC	BORSE PARK PHASE II	600-347	55	5,131.35
					Total for fund 10 CAPITAL PROJECT FUND			592,885.20

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX								
11/25/2024		APCH	102819*#	CHRISTOPHER B. BURKE	LEGAL FEES	401-242	15	3,010.00
					Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			3,010.00
				TOTAL - ALL FUNDS				1,068,267.43

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



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.d.

DATE: November 25, 2024

SUBJECT:

AN ORDINANCE PROVIDING FOR THE LEVY OF TAXES FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2024 AND ENDING APRIL 30, 2025, OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Lora Flori, CFO
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

A property tax levy is necessary to fund certain expenses and liabilities for the fiscal year beginning May 1, 2024 and ending April 30, 2025.

BACKGROUND/SUMMARY

The *Truth-in-Taxation Act* of the State of Illinois, 35 ILCS 100/18-60 requires that Village management estimate the amount of funding necessary to be generated from property tax revenue from year to year, exclusive of costs to conduct elections, as required by the *Election Code* and annual debt levies. This estimate must be made not less than twenty days prior to adoption of the aggregate property tax levy.

At the October 28, 2024 Village Board of Trustees' meeting, Village staff presented a proposed Special Recreation Tax Levy in the amount of \$67,575 to be used to fund certain accessible park programs and projects, as required by the *American Disabilities Act* (ADA). Resolution 24-R-68, which estimated the amount of the property tax levy, was approved at the October 28, 2024 Board of Trustees meeting.

The required twenty-day period to pass the Ordinance that adopts the tax levy has now elapsed, and, therefore, the attached Ordinance is to be adopted and filed with the DuPage County Office of the County Clerk before the last Tuesday of December.

FINANCIAL IMPACT

The proposed 2024 property tax levy of \$67,575 represents a \$3,558, or 5%, decrease from the prior year property tax levy. The property tax levy includes planned expenditures related to ADA accessibility at each of the Village's parks.



All property taxes collected by the Village are restricted for use on the following special recreation activities.

		AMOUNT APPROPRIATED (in dollars)	AMOUNT LEVIED (in dollars)
01-20-590-518	ADA - South East Association for Special Parks and Recreation Membership	\$ 53,000	\$ 53,000
01-20-590-519	ADA - Park Maintnenace	-	1,000
01-20-590-520	ADA - Accomodations	-	3,575
01-20-590-521	ADA - Park Improvements	-	10,000
TOTAL EXPENDITURES		\$ 53,000	\$ 67,575

RECOMMENDED ACTION:

Pass the Ordinance for the 2024 property tax levy.

ORDINANCE NO. 24-O-_____

**AN ORDINANCE PROVIDING FOR THE LEVY OF TAXES FOR THE FISCAL YEAR
COMMENCING ON MAY 1, 2024 AND ENDING APRIL 30, 2025, OF THE VILLAGE
OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

WHEREAS, this ordinance shall be designated and known as an ordinance providing for the “Levy Taxes for the Fiscal Year Commencing on May 1, 2024 and ending April 30, 2025”; and

WHEREAS, on or about April 8, 2024, the corporate authorities of the Village of Willowbrook passed Ordinance No. 24-O-10, entitled “Annual Appropriation Ordinance Village of Willowbrook, DuPage County, Illinois for the Fiscal Year Beginning May 1, 2024 and Ending April 30, 2025”; and

WHEREAS, the corporate authorities of the Village of Willowbrook, by this Ordinance, desire to levy such taxes as are necessary to defray all expenses and liabilities for the fiscal year commencing May 1, 2024 and ending April 30, 2025.

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 Mayor and Board of Trustees of the Village of Willowbrook have and hereby do ascertain the total amount of appropriations legally made and all amounts deemed necessary to defray additional expenses and liabilities for all corporate purposes to be provided for by the levy of taxes for the fiscal year commencing May 1, 2024 and ending April 30, 2025, as follows:

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			AMOUNT APPROPRIATED (in dollars)	AMOUNT LEVIED (in dollars)
01-20-590-518	ADA - South East Association for Special Parks and Recreation Membership		\$ 53,000	\$ 53,000
01-20-590-519	ADA - Park Maintnenace		-	1,000
01-20-590-520	ADA - Accomodations		-	3,575
01-20-590-521	ADA - Park Improvements		-	10,000
TOTAL EXPENDITURES			\$ 53,000	\$ 67,575

SECTION 2: That there be and hereby is levied a tax, pursuant to 65 ILCS 5/11-95-14, for the fiscal year commencing on May 1, 2024 and ending April 30, 2025, upon all property subject to taxation within the Village of Willowbrook, DuPage County, as such property is assessed and equalized for State and County purposes for the current year, the sum of \$67,575 for the purposes and the funds set forth in Section 1 of this Ordinance.

SECTION 3: That the Village Clerk be and the same is hereby directed to certify a copy of this Ordinance and file said certified copy with the County Clerk of DuPage County, within the time specified by law.

SECTION 4: There is hereby certified to the County Clerk of DuPage County, Illinois the sums aforesaid, constituting the total amount of \$67,575, which said total amount the Village of Willowbrook, DuPage County, Illinois, requires to be raised by taxation for the fiscal year May 1, 2024 to April 30, 2025 of said Village.

SECTION 5: That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

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SECTION 6: 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 25th day of November, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF DU PAGE) SS.
)

I, Frank A. Trilla, do hereby certify that I am the duly qualified Mayor of the Village of Willowbrook, DuPage County, Illinois, and as such presiding officer, I certify that the Tax Levy Ordinance, Ordinance No. 2024-O-____, for the fiscal year commencing May 1, 2024 and ending April 30, 2025, a copy of which is attached hereto, was adopted pursuant to, and in all respects in compliance with, the provisions of Division 2 of Article 18 of the Illinois Property Tax Code and Truth in Taxation Law, including the estimate, notice and hearing requirements of Section 18-60 through 18-85 (35 ILCS 200/18-60 through 18-85). I do further certify that the provisions of Sections 18-60 through 18-85 of the "Truth in Taxation Act" (35 ILCS 200/18-55, *et seq.*) are inapplicable to its 2024-2025 Tax Levy Ordinance, passed this 25th day of November, 2024.

IN WITNESS WHEREOF, I hereunto affix my official signature at Willowbrook, Illinois, this 25th day of November, 2024.

Frank A. Trilla, Mayor

(SEAL)

ATTEST:

Gretchen Boerwinkle, Village Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

CERTIFICATION

I, Gretchen Boerwinkle, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Willowbrook, DuPage County, Illinois, and as such Clerk I am the keeper of the records and files of the Village of Willowbrook. I do further hereby certify that the attached and foregoing is a true and complete copy of Ordinance No. 24-O-___ an "Ordinance Providing for the Levy of Taxes for the Fiscal Year Commencing on May 1, 2024 and Ending April 30, 2025," of the Village of Willowbrook, as adopted by the Mayor and Board of Trustees of the Village of Willowbrook at its properly convened meeting held on the 25th day of November, 2024, as appears from the official records of the Village of Willowbrook in my care and custody.

(SEAL)

Gretchen Boerwinkle, Village Clerk

RESOLUTION NO. 24-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK
SETTING THE 2025 CALENDAR YEAR SCHEDULE OF
REGULAR MEETINGS OF THE MAYOR AND BOARD OF TRUSTEES
AND THE SCHEDULE OF REGULAR MEETINGS OF
COMMISSIONS AND COMMITTEES OF THE
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

WHEREAS, section 2.02 of the Illinois Open Meetings Act (5 ILCS 120/2.02) requires that every public body shall give public notice of the schedule of its regular meetings at the beginning of each calendar year and shall state the regular dates, times and places of such meetings; and

WHEREAS, section 2.02 of the Illinois Open Meetings Act further requires that the public body shall supply copies of the notice of its regular meetings, and notice of any special, emergency, rescheduled or reconvened meeting to any news medium that has filed an annual request for such notice; and

WHEREAS, section 2.02 of the Illinois Open Meetings Act further requires that the notice of the annual schedule of meetings of the Village of Willowbrook be posted on the Village website and remain so posted until a new public notice of the schedule of regular meetings is approved.

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

SECTION ONE. That the schedule of regular meetings of the Mayor and Board of Trustees and the schedule of regular meetings of all commissions and committees of the Village of Willowbrook, DuPage County, Illinois for the calendar year 2025, attached hereto as Exhibit "A", be and is hereby approved and adopted.

SECTION TWO. That all said regular meetings of the Mayor and Board of Trustees, unless otherwise noted, for the 2025 calendar year shall take place at 6:30 p.m. at the Village of Willowbrook Community Resource Center, 825 Midway Drive, Willowbrook, Illinois 60527.

SECTION THREE. The Village Clerk or her designee is hereby directed to give notice of the dates, times and places of all such regular meetings of the Village of Willowbrook, as well as any special, emergency, rescheduled or reconvened meeting to any news medium that has filed a request for such notice.

SECTION FOUR. Notice of the scheduled times and place of all regular meetings for the calendar year 2025 shall be further made available to any member of the public and any news medium requesting a schedule of meetings.

PASSED and **APPROVED** this 25th day of November, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

VILLAGE OF WILLOWBROOK – REGULAR MEETINGS 2025



Village of WILLOWBROOK

VILLAGE OF WILLOWBROOK - REGULAR MEETINGS 2025

(Updated 11/25/2024)

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Please view the Village website, willowbrookil.org, for updates.

MAYOR AND BOARD OF TRUSTEES – All meetings of the Mayor and Board of Trustees of the Village of Willowbrook will be held at the Community Resource Center (CRC), 825 Midway Drive, Willowbrook, Illinois.

Monday, January 13, 2025 @ 6:30 p.m.

Monday, January 27, 2025 @ 6:30 p.m.

Monday, February 10, 2025 @ 6:30 p.m.

Monday, February 24, 2025 @ 6:30 p.m.

Monday, March 10, 2025 @ 6:30 p.m.

Monday, March 24, 2025 @ 6:30 p.m.

Monday, April 14, 2025 @ 6:30 p.m.

Monday, April 28, 2025 @ 6:30 p.m.

Monday, May 12, 2025 @ 6:30 p.m.

Tuesday, May 27, 2025 @ 6:30 p.m.

Monday, June 9, 2025 @ 6:30 p.m.

Monday, June 23, 2025 @ 6:30 p.m.

Monday, July 14, 2025 @ 6:30 p.m.

Monday, July 28, 2025 @ 6:30 p.m.

Monday, August 11, 2025 @ 6:30 p.m.

Monday, August 25, 2025 @ 6:30 p.m.

Monday, September 8, 2025 @ 6:30 p.m.

Monday, September 22, 2025 @ 6:30 p.m.

Monday, October 13, 2025 @ 6:30 p.m.

Monday, October 27, 2025 @ 6:30 p.m.

Monday, November 10, 2025 @ 6:30 p.m.

Monday, November 24, 2025 @ 6:30 p.m.

Monday, December 15, 2025 @ 6:30 p.m.

Exceptions:

- Budget Workshops:
 - January 16, 2025 – 5:30 pm
 - February 13, 2025 – 5:30 pm
 - March 13, 2025 – 5:30 pm
- Only one meeting will be held in December on the third Monday.



Village of **WILLOWBROOK**

VILLAGE OF WILLOWBROOK - REGULAR MEETINGS 2025

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PLAN COMMISSION – All meetings of the Plan Commission of the Village of Willowbrook will be held at the Community Resource Center (CRC), 825 Midway Drive, Willowbrook, Illinois

Wednesday, January 8, 2025 @ 7:00 p.m.
Wednesday, February 5, 2025 @ 7:00 p.m.
Wednesday, March 5, 2025 @ 7:00 p.m.
Wednesday, April 2, 2025 @ 7:00 p.m.
Wednesday, May 7, 2025 @ 7:00 p.m.
Wednesday, June 4, 2025 @ 7:00 p.m.

Wednesday, July 9, 2025 @ 7:00 p.m.
Wednesday, August 6, 2025 @ 7:00 p.m.
Wednesday, September 3, 2025 @ 7:00 p.m.
Wednesday, October 1, 2025 @ 7:00 p.m.
Wednesday, November 5, 2025 @ 7:00 p.m.
Wednesday, December 3, 2025 @ 7:00 p.m.

Exceptions: Meetings in January and July will be held on the second Wednesday

The following meetings will be held at the Willowbrook Police Department, 7760 Quincy Street, Willowbrook, Illinois:

BOARD OF POLICE COMMISSIONERS

3rd Friday of every month – 9:00 a.m.

POLICE PENSION FUND-BOARD OF TRUSTEES

Wednesday, January 15, 2025 @ 8:00 a.m.
Wednesday, April 16, 2025 @ 8:00 a.m.
Wednesday, July 16, 2025 @ 8:00 a.m.
Wednesday, October 15, 2025 @ 8:00 a.m.

NOTE: Please view the Village website for updates or changes to meeting locations, willowbrookil.org



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.f.i.

DATE: November 25, 2024

SUBJECT:

AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2024 TO PAY THE PRINCIPAL AND INTEREST ON THE \$4,930,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2015 OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Lora Flori, CFO
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Ordinance No. 15-O-6 (Bond Ordinance) was passed on March 23, 2015 and supported the issuance of \$4,940,000 General Obligation Bonds (Alternate Revenue Source), Series 2015 (Bonds) and levy of a direct annual property tax sufficient to pay the principal and interest on the Bonds. The property taxes for the annual debt payments on the Bonds were levied in the amount of \$343,350 for the year 2024.

The Village has available revenues to pay the principal and interest on the Bonds through, and including, December 31, 2025; therefore, it is in the Village's best interest that the property taxes levied for the year 2024 used to pay the annual principal and interest on the Bonds be abated.

BACKGROUND/SUMMARY

The passing of the Bond Ordinance allowed the Village to issue \$4,930,000 of General Obligation Bonds (Alternate Revenue Source), Series 2015 to fund certain projects that included renovation, rehabilitation, and expansion of the Village's police station, and to partially advance refund the Village's outstanding 2008 General Obligation (Alternate Revenue Source) Bonds.

The DuPage County Clerk's Office prepares an annual property tax extension that is used for the annual debt payments on the General Obligation Bonds (Alternate Revenue Source), Series 2015, unless the Village files an annual property tax abatement for the year 2024. The Village Board expects to pass an annual tax abatement ordinance until the Bonds mature in FY2034-2035.

FINANCIAL IMPACT

Water Fund revenues and Village income tax receipts are used for the annual debt payments on the Bonds. The annual debt payment on the General Obligation Bonds (Alternate Revenue Source), Series 2015 for FY2025-2026 is \$343,350.

RECOMMENDED ACTION:

Staff recommends passing the Ordinance abating the property tax levied for the year 2024 used to pay principal and interest on the General Obligation Bonds (Alternate Revenue Source), Series 2015.

ORDINANCE NO. 24-O-_____

**AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2024
TO PAY THE PRINCIPAL AND INTEREST ON THE \$4,930,000 GENERAL
OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2015 OF THE
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, (the “Village”), by Ordinance Number 15-O-6, passed on March 23, 2015 (the “Bond Ordinance”), did provide for the issue of \$4,930,000 General Obligation Bonds (Alternate Revenue Source), Series 2015 (the “Bonds”), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds, and, in particular, taxes were levied in the amount of \$343,350.00 for the year 2024 for the Bonds; and

WHEREAS, the Village has the Pledged Revenues (as defined in the Bond Ordinance) in the appropriate account or fund pursuant to the Bond Ordinance for the purpose of paying the principal and interest on the Bonds up to and including December 31, 2025; and

WHEREAS, it is necessary and in the best interest of the Village that the tax heretofore levied for the year 2024 to pay such debt service on the Bonds be abated.

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

SECTION ONE: The real property tax heretofore levied for the year 2024 in the Bond Ordinance, to be collected in the year 2025 in the amount of \$343,350.00, is hereby abated in its entirety.

SECTION TWO: That the Village Clerk shall and is hereby authorized and directed to file with the County Clerk of DuPage a certified copy of this Ordinance, and it shall be the duty of said County Clerk to abate said tax levied for the year 2024 in accordance with the provisions hereof.

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

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

PASSED and APPROVED this 25th day of November, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATION

I, Gretchen Boerwinkle, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Willowbrook, DuPage County, Illinois, and, as such Clerk, I am the keeper of the records and files of the Village of Willowbrook. I do further hereby certify that the attached and foregoing is a true and complete copy of Ordinance No. 24-O____ entitled "An Ordinance Abating Taxes Heretofore Levied For The Year 2024 To Pay The Principal and Interest On The \$4,930,000 General Obligation Bonds (Alternative Revenue Source), Series 2015 Of The Village of Willowbrook, DuPage County, Illinois" as adopted by the Mayor and Board of Trustees of the Village of Willowbrook at its properly convened meeting held on the 25th day of November, 2024, as appears from the official records of the Village of Willowbrook in my care and custody.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this _____ day of November, 2024.

Gretchen Boerwinkle, Village Clerk

(SEAL)



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.f.ii.

DATE: November 25, 2024

SUBJECT:

AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2024 TO PAY THE PRINCIPAL AND INTEREST ON THE \$8,920,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2022A OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Lora Flori, CFO
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Ordinance No. 22-O-17 (Bond Ordinance) was passed on April 11, 2022 and supported the issuance of \$8,920,000 General Obligation Bonds, Series 2022A (Bonds) and levy of a direct annual property tax sufficient to pay the principal and interest on the Bonds. The property taxes for the annual debt payments on the Bonds were levied in the amount of \$708,530 for the year 2024.

The Village has available revenues to pay the principal and interest on the Bonds through, and including, December 31, 2025; therefore, it is in the Village's best interest that the property taxes levied for the year 2024 used to pay the annual principal and interest on the Bonds be abated.

BACKGROUND/SUMMARY

The passing of the Bond Ordinance allowed the Village to issue \$8,920,000 of General Obligation Bonds, Series 2022A to fund major infrastructure improvements throughout the Village.

The DuPage County Clerk's Office prepares an annual property tax extension that is used for the annual debt payments on the General Obligation Bonds, Series 2022A, unless the Village files an annual property tax abatement for the year 2024. The Village Board expects to pass an annual tax abatement ordinance until the Bonds mature in FY2041-2042.

FINANCIAL IMPACT

Village revenues that include income tax receipts are used for the annual debt payments on the Bonds. The annual debt payment on the General Obligation Bonds, Series 2022A for FY2025-2026 is \$708,530.

RECOMMENDED ACTION:

Staff recommends passing the Ordinance abating the property tax levied for the year 2024 used to pay principal and interest on the General Obligation Bonds, Series 2022A.

ORDINANCE NO. 24-O-_____

**AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2024
TO PAY THE PRINCIPAL AND INTEREST ON THE \$8,920,000 GENERAL
OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2022A OF THE
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, (the “Village”), by Ordinance Number 22-O-17, passed on April 11, 2022 (the “Bond Ordinance”), did provide for the issue of \$8,920,000 General Obligation Bonds (Alternate Revenue Source), Series 2022A (the “Bonds”), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds, and, in particular, taxes were levied in the amount of \$708,530.00 for the year 2024 for the Bonds; and

WHEREAS, the Village has the Pledged Revenues (as defined in the Bond Ordinance) in the appropriate account or fund pursuant to the Bond Ordinance for the purpose of paying the principal and interest on the Bonds up to and including December 31, 2025; and

WHEREAS, it is necessary and in the best interest of the Village that the tax heretofore levied for the year 2024 to pay such debt service on the Bonds be abated.

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

SECTION ONE: The real property tax heretofore levied for the year 2024 in the Bond Ordinance, to be collected in the year 2025 in the amount of \$708,530.00, is hereby abated in its entirety.

SECTION TWO: That the Village Clerk shall and is hereby authorized and directed to file with the County Clerk of DuPage a certified copy of this Ordinance, and it shall be the duty of said County Clerk to abate said tax levied for the year 2024 in accordance with the provisions hereof.

SECTION THREE: That all ordinances and resolutions, or parts thereof, in conflict with

the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

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

PASSED and APPROVED this 25th day of November, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATION

I, Gretchen Boerwinkle, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Willowbrook, DuPage County, Illinois, and, as such Clerk, I am the keeper of the records and files of the Village of Willowbrook. I do further hereby certify that the attached and foregoing is a true and complete copy of Ordinance No. 24-O____ entitled "An Ordinance Abating Taxes Heretofore Levied For The Year 2024 To Pay The Principal and Interest On The \$8,920,000 General Obligation Bonds (Alternative Revenue Source), Series 2022A Of The Village of Willowbrook, DuPage County, Illinois" as adopted by the Mayor and Board of Trustees of the Village of Willowbrook at its properly convened meeting held on the 25th day of November, 2024, as appears from the official records of the Village of Willowbrook in my care and custody.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this _____ day of November, 2024.

Gretchen Boerwinkle, Village Clerk

(SEAL)



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.

DATE: November 25, 2024

SUBJECT:

AN ORDINANCE GRANTING SPECIAL USE PERMITS FOR A FAST FOOD ESTABLISHMENT AND DRIVE-THROUGH USE AND GRANTING CERTAIN VARIATIONS FROM TITLE 9 OF THE UNIFIED DEVELOPMENT ORDINANCE PC 24-09: 7505 KINGERY HIGHWAY – PANDA EXPRESS

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Michael Krol, Director of Community Development
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

The petitioner and contract purchaser of the subject properties, Panda Express Inc., has requested review and approval of Zoning Hearing Case No. PC 24-09: Consideration and recommendation of a petition requesting a special use for a drive-through facility in the B – Community Shopping District, including certain variations from Title 9 of the Unified Development Ordinance and a comprehensive sign plan in conjunction with the proposed drive-through facility for a single-story, 2,300 square foot Panda Express restaurant with associated site improvements located at 7505 Kingery Hwy subject to the following conditions:

1. The special use permit shall be null and void if construction for the proposed use is not commenced within eighteen (18) months of the date of any approval of the special use by the Village Board.
2. The comprehensive sign plan is limited to two hundred ninety square feet (290 SF) of signage as proposed including one monument sign and four wall signs in substantial conformance with the sign package, dated September 25, 2024.
3. A separate sign permit shall be obtained for the proposed building signage, pursuant to the Village Code.
4. Provide a revised, signed, and dated cross access agreement with current dates to be reviewed by the Village Attorney and recorded at DuPage County.
5. Provide a revised Traffic Regulation Agreement with current date and Village Administrator.
6. All landscaped areas shall be constructed, and landscape material installed prior to the issuance of any permanent occupancy permit for the subject realty, or such earlier time, as is reasonably practical.
7. Development shall occur generally in conformance with Site Plan C04.0, dated 8.28.24.
8. Development shall occur generally in conformance with the final engineering plans that include Grading Plan C05.0, Storm Sewer Plan C06.0, and Utility Plan C07.0 dated 8.28.24.
9. Development shall occur generally in conformance with the architectural plans dated 7.31.24.
10. Development shall occur generally in conformance with the landscaping plan L01.10 dated 8.28.24.
11. Development shall occur generally in conformance photometric plan dated 10.29.20.



Should the Village Board wish to support this request, the following variations from the zoning ordinance should be specifically included:

1. Section 9-4-11(E)(2) to reduce the minimum distance from Residential for a drive-through structural element from 400 feet to 215 feet.
2. Section 9-4-11(E)(8) to allow a partial drive-through by-pass lane at a 12-foot width.
3. Section 9-5-01(B)(5)(a) to reduce the minimum interior side parking area setback from 10 feet to a 0-foot parking setback for the cross-access easement to the lot directly south of the property.
4. 9-5-02(E)1 to reduce the minimum landscape foundation plantings width around the building as follows:
 - a. 3.3 feet at the north façade
 - b. 3.8 feet at the south façade
 - c. 6.5 feet at the east façade
 - d. 0.0 feet at the west facade
5. Section 9-5-02(H)(a) to reduce the Transition Zone C Width from 15 feet to 13.3 feet.
6. Section 9-5-02(H)(c) to reduce the minimum understory tree count from 7 trees to 4 trees.
7. Section 9-5-02(H)(d) to reduce the Transition Zone C Canopy/Evergreen tree count from 7 evergreen trees to 6 evergreen trees.
8. Section 9-5-03(C)(1)(b) to reduce the minimum spacing between separate driveways from 300 feet to 74.2 feet to utilize the existing site access along 75th Street.
9. Section 9-5-03(C)(1)(b) to reduce the minimum spacing between separate driveways from 300 feet to 200.2 feet to utilize the existing site access along Kingery Hwy.
10. Section 9-5-08(B) to reduce the masonry percentage minimum, in the B District building elevation façade from:
 - a. 50% to allow 33% on the north/exterior side elevation.
 - b. 50% to allow 43% on the west/front elevation.
11. Section 9-5-08(B) to reduce the masonry percentage minimum, in the B District building elevation façade from 25% to allow 12% on the south/interior side elevation.
12. Section 9-5-08(B) to increase the EIFS/concrete percentage maximum, the B District building elevation façade from:
 - a. 15% to allow 40% on the north/exterior side elevation.
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 - b. 0.5 foot-candles at the property line to allow 1.5 foot-candles at the north property line.

**BACKGROUND/SUMMARY**

The subject property is located at the southeast corner of Illinois (IL) Route 83/Kingery Highway and 75th Street, just south of Willowbrook/Wingren Plaza shopping center and east of Potbelly's restaurant. The subject property is currently located in the B Community Shopping Zoning District, is adjacent to the north, northwest, south, and west by properties also located in the B Community Shopping Zoning District and the M-1 Light Manufacturing District to the east. The one-acre property is regular in shape and is currently served by three existing driveways. The site has been vacant for several years and the Panda Express drive-through was previously approved under Ordinance 2021-O-13 for a special use and associated zoning variations. The special use was extended twice (Ordinance 22-O-39 and Ordinance 23-O-13) due to the time needed for outside agency approval. The applicant, layout, drive-through, and parking lot has not changed. The requested special use, variations, and sign plan should have no negative impacts on surrounding land uses.

A public hearing was held on Wednesday, November 6, 2024, before the Plan Commission, which voted unanimously 7-0 in favor of the petition, as proposed, to forward a positive recommendation to the Village Board. The recommendation included all eleven (11) conditions mentioned above and all variations listed above.

FINANCIAL IMPACT

The Village will benefit from the collection of the Places of Eating Tax at the rate of 1% on the sale of prepared food which will apply to Panda Express.

RECOMMENDED ACTION:

Staff recommends approval of the Ordinance based on Plan Commission recommendation.



Village of Willowbrook

Staff Report to the Plan Commission

Public Hearing Date:	November 6, 2024															
Village Board Receive & Vote:	November 25, 2024															
Prepared By:	Michael Krol, Director of Community Development															
Case Title:	Zoning Hearing Case No. PC 24-09: 7505 Kingery Highway for a Special use, consideration of zoning variations to the Unified Development Ordinance, and a comprehensive sign plan for a Panda Express Restaurant.															
Petitioner:	Panda Express Inc., 1683 Walnut Grove Avenue, Rosemead, California, 91770.															
Action Requested:	Consideration and recommendation of a petition requesting a special use for a drive-through facility in the B – Community Shopping District, including certain variations from Title 9 of the Unified Development Ordinance and a comprehensive sign plan in conjunction with the proposed drive-through facility for a single-story, 2,300 square foot Panda Express restaurant with associated site improvements.															
Location:	7505 Kingery Highway., Willowbrook, IL 60527.															
PINs:	09-26-400-013															
Existing Zoning:	B – Community Shopping District															
Proposed Zoning:	B – Community Shopping District with a special use for an accessory drive-through facility															
Property Size:	1.00 acres															
Surrounding Land Use:	<table><thead><tr><th></th><th>Use</th><th>Zoning</th></tr></thead><tbody><tr><td>North</td><td>Willowbrook/Wingren Plaza</td><td>B</td></tr><tr><td>South</td><td>Red Roof Inn Plus</td><td>B</td></tr><tr><td>East</td><td>Light Manufacturing</td><td>M-1</td></tr><tr><td>West</td><td>Potbelly's Restaurant</td><td>B</td></tr></tbody></table>		Use	Zoning	North	Willowbrook/Wingren Plaza	B	South	Red Roof Inn Plus	B	East	Light Manufacturing	M-1	West	Potbelly's Restaurant	B
	Use	Zoning														
North	Willowbrook/Wingren Plaza	B														
South	Red Roof Inn Plus	B														
East	Light Manufacturing	M-1														
West	Potbelly's Restaurant	B														

Necessary Action by Village Board: Consider approval of the attached ordinance.

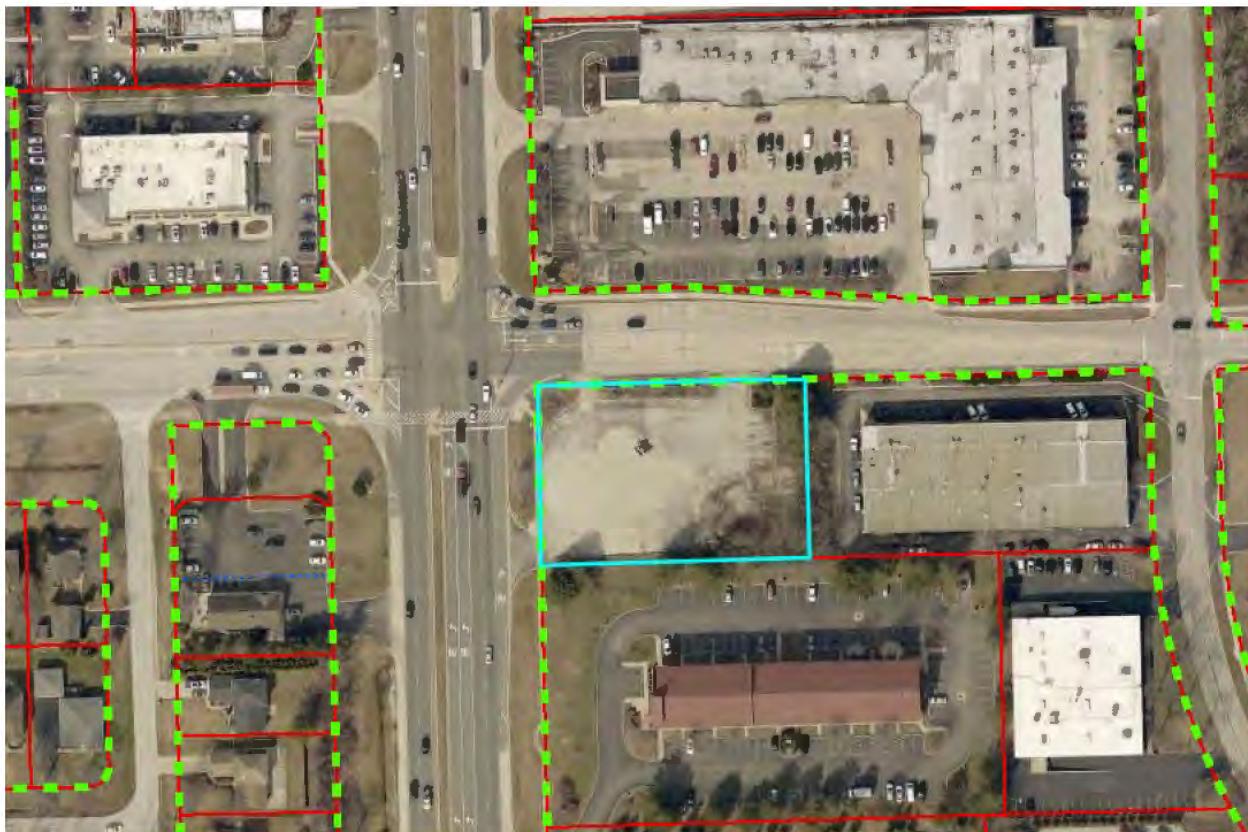


History & Background

Site Description

The subject property is located at the southeast corner of Illinois (IL) Route 83/Kingery Highway and 75th Street, just south of Willowbrook/Wingren Plaza shopping center and east of Potbelly's restaurant. The subject property is currently located in the B Community Shopping Zoning District, is adjacent to the north, northwest, south, and west by properties also located in the B Community Shopping Zoning District and the M-1 Light Manufacturing District to the east. The one-acre property is regular in shape and is currently served by three existing driveways.

Exhibit 1: Aerial View of the Subject Property



Surrounding Uses

Surrounding zoning and uses include a shopping center (Willowbrook Plaza Shopping Center) including Club Champion, a Fedex Print and Ship Center, Kabob-Q restaurant, Mint Cannabis, nail salons, and associated parking lots in the B zoning district to the north, a hotel (Red Roof Inn) and associated parking lot to the south, a fast-casual restaurant (Potbelly's) in the B zoning district to the west, and manufacturing/sales uses in the M-1 zoning district to the east. The Village of Willowbrook's Comprehensive Plan designates the site for "Highway Commercial" uses, which corresponds to the B Community Shopping Zoning District.



Existing Streets and Circulation

Illinois Route 83/Kingery Highway is designated as a Regional Arterial and forms the western boundary of the site. A right-in/right-out access drive on IL Route 83 is located approximately 100 feet south of 75th Street. The access drive provides one inbound lane and one outbound lane restricted to right-turn movements by the median on IL Route 83.

75th Street is designated as a Major Arterial west of IL Route 83 and is designated as an Industrial Collector east of IL Route 83. 75th Street forms the northern boundary. There are two access drives on 75th Street, with the westernmost access drive allowing right-in only into the subject property. The current easternmost access drive allows full movement access on 75th Street.

Development Proposal

The subject property is currently a vacant lot, previously occupied by a Shell gasoline, service station, and a convenience mart. The current property owner, True North Energy, LLC, has secured a No Further Remediation (NFR) letter from the Illinois Environmental Protection Agency (IEPA) to allow for the site to be developed.

Panda Express, Inc. (the “Applicant”) is requesting approval of a special use for the construction of a 2,300 square foot Panda Express fast-food restaurant with a single drive-through lane and associated site improvements. A special use is requested to allow an accessory use of a drive-through facility within the Village of Willowbrook’s B Community Shopping Zoning District. The fast-food establishment will include interior dining and no permanent outdoor dining. Other on-site improvements include landscaping, site lighting, three (3) access points, trash enclosure, and a comprehensive sign plan as a part of the development. The proposed single-story building is situated towards the northwest portion of the subject property and will require multiple variations to UDO for landscaping requirements, building façade, access points distances, parking lot setback, and several other variations.

Requested Action

Approval of a special use permit for a drive-through in the B Community Shopping District, including variations from Title 9 of the Village Unified Development Ordinance, and an approval of a comprehensive sign plan as proposed for the construct a one-story building and drive-through with associated on- and off-site improvements.

Requested Variations

The proposed improvements for the use include the variations listed below:

1. Section 9-4-11(E)(2) to reduce the minimum distance from Residential for a drive-through structural element from 400 feet to 215 feet.
2. Section 9-4-11(E)(8) to allow a partial drive-through by-pass lane at a 12-foot width.
3. Section 9-5-01(B)(5)(a) to reduce the minimum interior side parking area setback from 10 feet to a 0-foot parking setback for the cross-access easement to the lot directly south of the property.
4. 9-5-02(E)1 to reduce the minimum landscape foundation plantings width around the building as follows:
 - a. 3.3 feet at the north façade
 - b. 3.8 feet at the south façade
 - c. 6.5 feet at the east façade
 - d. 0.0 feet at the west facade



5. Section 9-5-02(H)(a) to reduce the Transition Zone C Width from 15 feet to 13.3 feet.
6. Section 9-5-02(H)(c) to reduce the minimum understory tree count from 7 trees to 4 trees.
7. Section 9-5-02(H)(d) to reduce the Transition Zone C Canopy/Evergreen tree count from 7 evergreen trees to 6 evergreen trees.
8. Section 9-5-03(C)(1)(b) to reduce the minimum spacing between separate driveways from 300 feet to 74.2 feet to utilize the existing site access along 75th Street.
9. Section 9-5-03(C)(1)(b) to reduce the minimum spacing between separate driveways from 300 feet to 200.2 feet to utilize the existing site access along Kingery Hwy.
10. Section 9-5-08(B) to reduce the masonry percentage minimum, in the B District building elevation façade from:
 - a. 50% to allow 33% on the north/exterior side elevation.
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 - b. 0.5 foot-candles at the property line to allow 1.5 foot-candles at the north property line.

Requested Comprehensive Sign Plan

New to the Unified Development Ordinance, any building or development may elect to submit a comprehensive sign plan per Section 9-9-07 of the UDO. The objective is to encourage a higher level of design and amenity than is possible to achieve under otherwise applicable sign regulations. Section 9-9-07 of the UDO highlights the Comprehensive Sign Plan review criteria, which is below for the Plan Commission to consider.

Staff Analysis

Appropriateness of Use

A carry out or dine in restaurant is a permitted use in the B zoned district and an accessory drive-through is allowed with a special use permit. The bulk regulations for new developments in the B – Community Shopping District are provided in **Exhibit 3** and the proposed building complies with all applicable regulations.

Building Elevations

The Applicant has submitted building elevations as shown in **Exhibit 2**. The proposed fast-food establishment provides variations in the choice of building materials and introduces a sufficient number



of breaks in the façade with material changes and variations of the roof line. Proposed building materials include a combination of brick, stone, EIFS and metal. Glass windows are provided on the east and south elevation to allow natural light to filter into the building and provide street views for its patrons.

Exhibit 2 Architectural Rendering (East and South Elevations Facing Parking)



Exhibit 3 B Zoning District Bulk Regulations

Bulk Standard	B	Proposed	Variance
Min. Lot Width	50 ft.	170 ft.	None
Min. Lot Depth	50 ft.	256.24 ft.	None
Min. Building Height	40 ft.	23 ft.	None
Building Setbacks:			
Front Yard Setback (west)	20 ft.	50.2 ft.	None
Interior Side Yard Setback (south)	10 ft.	61.9 ft.	None
Exterior Side Yard Setback (north)	20 ft.	43.7 ft.	None
Rear Yard Setback (east)	40 ft.	127.6 ft.	None

Access, Circulation and Parking/Loading

The subject property is currently accessible from both IL Route 83/Kingery Highway and 75th Street. The Panda Express site layout proposes constructing new access driveways in the approximate location of the existing access driveways, except for the westernmost right-in only site access drive on 75th Street which will be closed off and curbed. The access on 75th Street will be a full movement for inbound



traffic and right-in/right-out only traffic. The proposed access on IL Route 83/Kingery Highway will remain to be a right-in/right-out access.

The single-lane drive-through has a counter-clockwise rotation around the proposed building and offers a partial second by-pass lane after patrons submit their orders at the menu board. A variance has been requested for the partial by-pass lane as Section 9-4-11(E)(8) requires a full by-pass lane. The proposed fast-food establishment can be accessed via the driveway on IL Route 83/Kingery Highway for northbound travelers. Vehicles will enter from this driveway and proceed along the south edge of the site, past a row of surface parking spaces. Vehicles will make two left turns after driving past the proposed building to enter the drive-through. The approach from the 75th Street driveway also has a counter-clockwise rotation where vehicles will make an immediate right to proceed directly into the drive-through lane.

According to the Traffic Plan, the proposed site layout is designed to provide a total storage length of seven (7) vehicles for the drive-through window queue, with placement of the menu/order board at the third car. Furthermore, two (2) drive-through parking pick-up spaces are proposed to help reduce drive-through queueing as needed during peak business hours.

The proposed site layout will provide a total of forty-four (44) parking spaces, including two (2) accessible spaces, two (2) drive-through waiting spaces, and two (2) online order pickup spaces, located along the east and south lot lines, east of the proposed building and within the interior of the subject property. Data was collected from three (3) similar nearby Panda Express drive-through restaurants and includes seven (7) consecutive days of drive-through transaction counts, divided into 30-minute time spans. The traffic study indicates there is an average service time of five (5) minutes starting with the food order at the menu board and ending with food pickup at the drive-through window.

The site layout indicates compliance with all parking lot setback requirements however a zoning variance has been requested to reduce the south parking lot setback from 10 feet to a 0-foot parking lot setback because of the cross access to the Red Roof Inn property, 7535 Kingery Hwy. The individual parking spaces along the south property line will be 10 feet from the property line.

Exhibit 4 Parking Lot Setbacks and Standards

Parking Standards	B	Proposed	Variance
Front (west)	25 ft.	25.0 ft.	None
Interior Side (south)	10 ft.	0.0 ft	Yes
Exterior Side (north)	15 ft.	15.0 ft.	None
Rear Yard (east)	10 ft.	13.3 ft.	None
Required Spaces	1 per 100 sq.ft. x 2,300 = 23 spaces	44 Total spaces, incl. 2 ADA spaces	None
Stacking	6	7	None

Cross Access with Red Roof Inn

Currently, Red Roof Inn's only vehicular access from IL Route 83 is via the Target property to the south. Cross access between the Red Roof Inn property and the subject property would provide to the patrons of Red Roof Inn direct access to 75th Street. (For Red Roof Inn patrons wishing to travel westbound on



75th Street, this would require vehicles to cross into the Target property to the south, make a right-turn onto IL Route 83 and then make an immediate and dangerous maneuver into the left-turn lanes by crossing two lanes of traffic on IL Route 83 to make that left-turn onto 75th Street.) The cross-access drive would act as a “frontage road” along the west side of the subject property and the Red Roof Inn property and would help to minimize impacts and conflicts on the adjacent roadway network. The applicant has entered into a cross access agreement with the property owner of 7535 Kingery Highway (Red Roof Inn) in a form to be approved by the Village Attorney. The agreement has been received by staff and will be reviewed prior to the issuance of the permit. In addition, prior to issuance of a building permit, the Applicant shall record Plat of Easement granting access to the water service line from the Village watermain to the buildings water meter. Both requirements are included as conditions of approval for the special use permit.

Outside Agency Review

The applicant has provided the required No Further Remediation (NFR) letter from the Illinois Environmental Protection Agency (IEPA) for the corrective action plan and requirements, stating that all corrective action concerning the remediation of the occurrence has been completed, and no further corrective action concerning the site is necessary for the protection of human health, safety, and the environment.

The Illinois Department of Transportation (IDOT) has reviewed and approved the right-of-way work permit for the replacement access driveway onto Kingery Hwy, curb and gutter, public sidewalk, storm sewer installation.

The DuPage County Department of Public Works has approved and issued a sanitary sewer connection permit to the applicant and will inspect the work prior to concealment.

Stormwater Management

Final Engineering plans including Stormwater Submittal was provided to the Village. The Village Engineer confirmed the findings of the study stating that the subject property does not contain floodplain or wetlands, and the development does not reach the net new impervious thresholds to trigger Best Management Practices or Detention. The Village Engineer has reviewed the engineering for stormwater compliance and identified no issues.

Trash Enclosure

The Applicant is proposing a six-foot (6') high trash enclosure on the southeast portion of the site lot, to the east side of the building, where the open side of the enclosure is oriented so that, to the greatest extent possible, it does not face towards an abutting property or street. The trash enclosure plan indicates a brick finish to match the building texture per Section 9-5-04 of the Village Code, which states the trash enclosure must be constructed to look like the exterior building cladding and shall appear to the color and style of the building.

Site Lighting

A photometric and site lighting detail plan was included with the submittal packet. Section 9-5-09(F)(1) of the UDO provides minimum standards for light spillage onto adjacent properties. In non-residential districts, 0.5-foot candles shall be maintained at the property line. A variance has been requested to allow 1.1-foot candles at the south property line and to allow 1.5 foot-candles at the north property line, which is where the site entrance from 75h Street is located. Staff does not object to the request for an



increase in foot-candles to the site. Please note that the Village reserves the right to require glare shields to be installed, should it deem appropriate.

Landscaping

A landscape plan has been provided with a significant amount of new landscaping being provided site wide with number of trees, shrubs, grasses, and plants for an aesthetically pleasing look. Several variations have been requested for the landscaping around the building foundation as well as to the transition zones. A reduction around the building foundation area has been requested. The drive-through lane and parking lot are located on the north, south, and west side of the building making it difficult to achieve a 7-foot area and operate a drive-through. However, the landscape plan indicates an increase in foundation plantings around the perimeter of the building from the 40% minimum to 51%.

The UDO requires landscape transition zones for non-residential buildings, when abutting specific uses. To the east of the site is a light manufacturing warehouse, requiring a 15-foot landscaping buffer. A variance has been requested to 13.3 feet including a reduced number of trees required. To the south, the Red Roof Inn landscape buffer requires a minimum of 5 feet, however the site plan indicates a 10-foot buffer with 40 shrubs and evergreens to provide screening. If the variations are approved, staff is satisfied with the proposed landscaping plan as proposed and is recommending a condition of approval that requires the applicant to comply with the proposed landscaping plan.

Signage

Unified Development Ordinance allows for a comprehensive sign package review and the purpose of the comprehensive sign plan is to provide an alternative procedure under which signs can be designed, constructed, and erected with innovation, imagination, and creative architecture. The objective of the comprehensive sign plan is to encourage a higher level of design and amenity than is possible to achieve under otherwise applicable sign regulations. The comprehensive sign package includes four (4) wall signs, a digital menu board, an Order Here canopy with digital order board, a drive-through directional sign, and a monument sign located at the northwest corner of 75th and Kingery Highway.

Three (3) of the four (4) wall signs are identical, 36 square foot round Panda logo signs located on the north, east, and west elevation of the building. The fourth wall sign is a 53.19 square foot Panda Express wall sign on the south elevation. The UDO allows for a maximum of two wall mounted signs and a maximum area of 10% of the total area of the face of wall which the sign is to be affixed. Although the total number of wall signs and the square footage is over what the udo allows, it does not exceed three (3) square feet of sign area per linear foot of frontage stated in the comprehensive sign standards for review criteria.

Exhibit 7: Proposed Wall Signs





One proposed Panda Express monument style sign is proposed at the northwest corner of property, surrounded by landscape rock and shrubs, which meet the side code. The sign has dimensions of 12 feet x 6'-5 7/8" feet, or a total of 36 square feet per side (72 square feet total). It will be set back a minimum of five feet (5') from the north and west lot lines, contains brick in keeping with the design of the principal structure, and will be constructed to a maximum height of twelve feet (12'). Staff has no objection with any signage proposed in the comprehensive sign plan and finds the signage is common among drive-through restaurants. The sign package was identical to the previously approved submittal from 2021.

Standards for Review for a Variation (9-9-04)

The variation process is designed to provide a narrowly circumscribed means by which relief may be granted from unforeseen applications of this UDO that create practical difficulties or particular hardships.

The Plan Commission shall not recommend, and the Village Board shall not grant variations from the regulations of this UDO unless an affirmative finding of facts shall be made as to all of the review criteria established below, which findings of fact shall be based upon evidence provided by the applicant and the information provided in this report.

- (1) 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.
- (2) 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.
- (3) The alleged hardship has not been created by any person presently having a proprietary interest in the premises.
- (4) The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood.
- (5) 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.
- (6) The proposed variation will not alter the essential character of the locality.
- (7) The proposed variation is in harmony with the spirit and intent of this UDO.

Standards for Review for a Special Use Permit (9-9-05)

There exist various uses, which because of their special or unique characteristics may be located in some zoning districts with no disruptive effects, but which may, in other districts, need special consideration and restraints in order to measure and prevent potential adverse impacts upon other uses located in such districts.

The following review criteria shall be met in order for the Village Board to approve a Special Use Permit application:

- (1) 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.



- (2) 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.
- (3) 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.
- (4) Adequate utilities, access roads, drainage and/or other necessary facilities have been or are being provided.
- (5) Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
- (6) 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.

Standards for Review for a Comprehensive Sign Plan (9-9-07)

The purpose of the comprehensive sign plan is to provide an alternative procedure under which signs can be designed, constructed, and erected with innovation, imagination, and creative architecture. The objective of the comprehensive sign plan is to encourage a higher level of design and amenity than is possible to achieve under otherwise applicable sign regulations.

The following review criteria shall be met in order for the Village Board to approve a Comprehensive Sign Plan application:

- (1) Placement. All signs shall be placed where they are visible and legible. Factors to be considered include the location of a sign relative to traffic movement and access points, site features, other structures, and orientation relative to viewing distances and viewing angles. Wall signs may be approved on building walls other than the wall of a unit of a multi-tenant building in which some units have little or no visibility from the street.
- (2) Quantity. The number of signs that may be approved within any development shall be sufficient to provide necessary facilitation of internal circulation of vehicular and pedestrian traffic and wayfinding for safety of the occupants of vehicles and pedestrians. Factors to be considered shall be those that impact safety considerations such as the size of the development and the number of development sub-areas.
- (3) Size. All signs shall be no larger than necessary for visibility and legibility but in no instance shall the aggregate sign area per lot exceed three (3) square feet of sign area per lineal foot of frontage. Factors to be considered in determining appropriate size include topography, volume, and speed of traffic, viewing distances and angles, proximity to adjacent uses, and placement of display.

Staff Summary

The Community Development Staff has no objection to the proposed special use, zoning variations, and comprehensive sign plan. The site has been vacant for several years and the Panda Express drive-through was previously approved under Ordinance 2021-O-13 for a special use and associated zoning variations. The special use was extended twice (Ordinance 22-O-39 and Ordinance 23-O-13) because of the time needed for outside agency approval. The applicant, layout, drive-through, and parking lot has not changed. The requested special use, variations, and sign plan should have no negative impacts on surrounding land uses.



Discussion at the November 6, 2024, Plan Commission Meeting

The Plan Commission conducted a public hearing on this petition held at the November 6, 2024, meeting. The following members were in attendance: Chairman Wagner, Vice Chairman Walec, Commissioners Baksay, Kanaverskiss, Kaczmarek, Kaucky, and Louise. There were no members of the public in attendance.

Lauren Hillis from Atwell Engineering presented the special use, zoning variations, and comprehensive sign plan to the Plan Commission and was available for questions. One question was asked about the cross-access agreement with the Red Roof Inn property. No other questions or concerns arose from the Plan Commission.

Motion

The following motion made by Vice Chairman Walec was seconded by Commissioner Kaucky and approved unanimously, a 7-0 roll call vote of the members present:

Based on the submitted petition and testimony presented, I move that the Plan Commission recommend to the Village Board, approval of the proposed special use for a drive-through facility in the B – Community Shopping District, for a Panda Express restaurant including the list of variations from Title 9 of the Unified Development Ordinance as outlined in the staff report 24-09 and the comprehensive sign plan in conjunction with the proposed drive-through facility for a single-story and subject to the following conditions:

1. The special use permit shall be null and void if construction for the proposed use is not commenced within eighteen (18) months of the date of any approval of the special use by the Village Board.
2. The comprehensive sign plan is limited to two hundred ninety square feet (290 SF) of signage as proposed including one monument sign and four wall signs in substantial conformance with the sign package, dated September 25, 2024.
3. A separate sign permit shall be obtained for the proposed building signage, pursuant to the Village Code.
4. Provide a revised, signed, and dated cross access agreement with current dates to be reviewed by the Village Attorney and recorded at DuPage County.
5. Provide a revised Traffic Regulation Agreement with current date and Village Administrator.
6. All landscaped areas shall be constructed, and landscape material installed prior to the issuance of any permanent occupancy permit for the subject realty, or such earlier time, as is reasonably practical.
7. Development shall occur generally in conformance with Site Plan C04.0, dated 8.28.24.
8. Development shall occur generally in conformance with the final engineering plans that include Grading Plan C05.0, Storm Sewer Plan C06.0, and Utility Plan C07.0 dated 8.28.24.
9. Development shall occur generally in conformance with the architectural plans dated 7.31.24.
10. Development shall occur generally in conformance with the landscaping plan L01.10 dated 8.28.24.
11. Development shall occur generally in conformance photometric plan dated 10.29.20.

Should the Plan Commission wish to support this request, the following variations from the zoning ordinance should be specifically included:

1. Section 9-4-11(E)(2) to reduce the minimum distance from Residential for a drive-through structural element from 400 feet to 215 feet.
2. Section 9-4-11(E)(8) to allow a partial drive-through by-pass lane at a 12-foot width.



3. Section 9-5-01(B)(5)(a) to reduce the minimum interior side parking area setback from 10 feet to a 0-foot parking setback for the cross-access easement to the lot directly south of the property.
4. 9-5-02(E)1 to reduce the minimum landscape foundation plantings width around the building as follows:
 - a. 3.3 feet at the north façade
 - b. 3.8 feet at the south façade
 - c. 6.5 feet at the east façade
 - d. 0.0 feet at the west facade
5. Section 9-5-02(H)(a) to reduce the Transition Zone C Width from 15 feet to 13.3 feet.
6. Section 9-5-02(H)(c) to reduce the minimum understory tree count from 7 trees to 4 trees.
7. Section 9-5-02(H)(d) to reduce the Transition Zone C Canopy/Evergreen tree count from 7 evergreen trees to 6 evergreen trees.
8. Section 9-5-03(C)(1)(b) to reduce the minimum spacing between separate driveways from 300 feet to 74.2 feet to utilize the existing site access along 75th Street.
9. Section 9-5-03(C)(1)(b) to reduce the minimum spacing between separate driveways from 300 feet to 200.2 feet to utilize the existing site access along Kingery Hwy.
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11. Section 9-5-08(B) to reduce the masonry percentage minimum, in the B District building elevation façade from 25% to allow 12% on the south/interior side elevation.
12. Section 9-5-08(B) to increase the EIFS/concrete percentage maximum, the B District building elevation façade from:
 - a. 15% to allow 40% on the north/exterior side elevation.
 - b. 15% to allow 38% on the west/front elevation.
13. Section 9-5-08(B) to increase the EIFS/concrete percentage maximum, the B District building elevation façade from:
 - a. 25% to allow 36% on the east/rear elevation.
 - b. 25% to allow 36% on the south/interior side elevation.
14. Section 9-5-08(D)(1) to reduce the B District transparency zone glazing front elevation minimum from 40% to allow 6%.
15. Section 9-5-08(D)(1) to reduce the B District transparency zone glazing exterior side minimum from 30% to 0%.
16. Section 9-5-09(F)(1) to increase the maximum lighting level from:
 - a. 0.5 foot-candles at the property line to allow 1.1-foot candles at the south property line.
 - b. 0.5 foot-candles at the property line to allow 1.5 foot-candles at the north property line.



Documents Attached:

- Attachment 1: Public Hearing Notice
- Attachment 2: Picture of Public Hearing sign
- Attachment 3: Legal Description
- Attachment 4: Application (2 sheets)
- Attachment 5: Special Use Standards by applicant (2 sheets)
- Attachment 6: Variation Standards by applicant (2 sheets)
- Attachment 7: CBBEL Recommendation of Approval
- Attachment 8: IDOT Approval
- Attachment 9: 2025 Construction Schedule
- Attachment 10: Traffic Regulation Agreement (8 pages)
- Attachment 11: IEPA No Further Remediation Letter (9 pages)
- Attachment 12: Comprehensive Sign Plan (16 pages)
- Attachment 13: Site Plan C04.0, dated 8.28.24 (11x17)
- Attachment 14: Grading Plan C05.0, dated 8.28.24 (11x17)
- Attachment 15: Storm Sewer Plan C06.0, 8.28.24 (11x17)
- Attachment 16: Utility Plan C07.0, dated 8.28.24 (11x17)
- Attachment 17: Landscaping Plan L01.0, dated 8.28.24 (11x17)
- Attachment 18: Floor Plan A-101, dated 7.31.24 (11x17)
- Attachment 19: Exterior Elevations A-200, dated 7.31.24 (11x17)
- Attachment 20: Exterior Elevations A-201, dated 7.31.24 (11x17)
- Attachment 21: Exterior Perspectives A-202, dated 7.31.24 (11x17)
- Attachment 22: Trash Enclosure A-300, dated 7.31.24 (11x17)
- Attachment 23: Truck Turn Analysis EX-01, dated 11.20.20 (11x17)
- Attachment 24: Traffic Plan Ex-02, dated 11.20.20 (11x17)
- Attachment 25: Photometric Plan dated 10.29.20 (11x17)
- Attachment 26: Plat of Easement for Public Utility dated 10.31.23 (11x17)



Attachment 1
Notice of Public Hearing (1 Sheet)

CHICAGO SUN TIMES

Certificate of Publication

On Behalf of:

VILLAGE OF WILLOWSBROOK
ZONING HEARING CASE NO. 24-09

Customer No: 100425
Ad No: 2372
Amount: \$427.00
PO Number: #PO_NUMBER#

ATTESTATION OF PUBLIC LEGAL NOTICE

STATE OF ILLINOIS, COUNTY OF COOK:

Chicago Sun-Times does hereby certify it has published the attached advertisements in the following secular newspapers. All newspapers meet Illinois Compiled Statute requirements for publication of Notices per Chapter 715 ILCs 5/0.01 et seq. R.S. 1874, P728 Sec 1, EFF: July 1, 1874. Amended by Laws 1959, P1494, EFF: July 17, 1959. Formerly Ill. Rev. Stat. 1991. CH100, Pl.

As published in Chicago Sun Times in the issue(s) of:

10/22/2024

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this Certificate to be signed by:

Robin Munoz
Manager | Recruitment
& Legals

Date: 10/22/2024

NOTICE OF PUBLIC HEARING ZONING HEARING CASE NO. 24-09
NOTICE IS HEREBY GIVEN that the Plan Commission of the Village of Willowbrook, DuPage County, Illinois, will conduct a Public Hearing at a regular meeting of the Plan Commission on the 6th of November 2024 at the hour of 7:00 P.M. in the Village Boardroom, 825 Midway Drive, Willowbrook, IL, 60527.
This purpose of this meeting and public hearing shall be to consider a petition requesting the following:
1. A special use for a drive-through facility in the B – Community Shopping District.
2. Certain variances from Title 8 of the Village Unified Development Ordinance as are set forth in the petition as part of the proposed drive-through facility.
3. A comprehensive sign plan as part of the proposed drive-through facility.
For the property legally described as follows:
THE NORTH 170.0 FEET OF THAT PART OF THE SOUTH-EAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST RIGHT OF WAY OF STATE ROUTE 83, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 102.65 FEET EAST OF THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 256.24 FEET; THENCE SOUTH, ALONG A LINE PARALLEL WITH THE EAST RIGHT OF WAY LINE OF SAID STATE ROUTE 83, A DISTANCE OF 170 FEET; THENCE WEST, ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 256.24 FEET; TO THE INTERSECTION OF SAID PARALLEL LINE WITH THE EAST RIGHT OF WAY OF SAID STATE ROUTE 83, WHICH POINT IS 102.45 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH, ALONG THE EAST RIGHT OF WAY LINE OF SAID STATE ROUTE 83, A DISTANCE OF 170.0 FEET; TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.
PIN: 08-26-400-015
ADDRESS: 7505 S. Kingery Highway, Willowbrook IL 60527
The applicant for this petition is Panda Express, Inc. 1583 Walnut Grove Avenue, Rosemead, CA 91770.
Copies of the application and related documentation are on file in the office of Community Development, Village of Willowbrook, 825 Midway, Willowbrook, Illinois, and are available for public inspection. Any individual with a disability requiring a reasonable accommodation in order to participate in any public meeting held under the authority of the Village of Willowbrook should contact Michael Krol, Village of Willowbrook, 825 Midway, Willowbrook, IL, 60527, or call (630) 920-2262, Monday through Friday, between 8:30 A.M. and 4:30 P.M., within a reasonable time before the meeting. Requests for sign language interpreters should be made a minimum of five working days in advance of the meeting.
All persons desiring to be heard in support or opposition to the application shall be afforded an opportunity and may submit their statements orally, in written form, or both. This hearing may be rescheduled to another date if not concluded on the evening scheduled.
By: Sean Halloran Village Administrator (630) 323-8215 10/22/2024 #2372



Attachment 2
Picture of Public Hearing Sign posted on site





Attachment 3
Legal Description

WILLOWBROOK, IL PANDA EXPRESS – LEGAL DESCRIPTION

FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT NO.: NCS-968541-CLE
COMMITMENT DATE: AUGUST 28, 2020

THE NORTH 170.0 FEET OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 38
NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST RIGHT
OF WAY OF STATE ROUTE 83, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 102.65 FEET EAST OF THE NORTHWEST CORNER OF SAID SOUTHEAST
1/4; THENCE EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 256.24
FEET; THENCE SOUTH, ALONG A LINE PARALLEL WITH THE EAST RIGHT OF WAY LINE OF SAID
STATE ROUTE 83, A DISTANCE OF 170 FEET; THENCE WEST, ALONG A LINE PARALLEL WITH THE
NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 256.24 FEET TO THE INTERSECTION OF
SAID PARALLEL LINE WITH THE EAST RIGHT OF WAY OF SAID STATE ROUTE 83, WHICH POINT IS
102.45 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH, ALONG THE
EAST RIGHT OF WAY LINE OF SAID STATE ROUTE 83, A DISTANCE OF 170.0 FEET TO THE POINT
OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.



NORTH OF SITE	B - Community Shopping District	Shopping Center (Strip Mall)
SOUTH OF SITE	B - Community Shopping District	Hotel (Red Roof Inn)
EAST OF SITE	MI Light Manufacturing	Manufacturing/Distribution/Sales Offices
WEST OF SITE	B - Community Shopping District	Restaurant (Polbey's)

UTILITIES - PROVIDE INFORMATION ON LOCATION, SIZE AND OWNERSHIP OF UTILITIES

WATER

LOCATION:	East side of Kingery Hwy & South side of 75th St	SIZE:	12" PVC
OWNERSHIP:	Village of Willowbrook		

SANITARY SEWER

LOCATION:	South of Site (located on adjacent property within an easement)	SIZE:	8" VCP
OWNERSHIP:	DuPage County Public Works		

STORM SEWER

LOCATION:	East side of Kingery Hwy	SIZE:	18" CMP
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SCHOOL DISTRICT - INDICATE WHICH SCHOOL DISTRICT SERVES THE SUBJECT REALTY

ELEMENTARY SCHOOL DISTRICT:	District 62
JUNIOR HIGH SCHOOL DISTRICT:	District 68
HIGH SCHOOL DISTRICT:	District 68

FIRE DISTRICT - INDICATE WHICH FIRE DISTRICT SERVES THE SUBJECT REALTY

FIRE DISTRICT:	Tri-State Fire District
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DISTANCE TO FIRE STATION:	0.9 mile
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CONSULTANTS

NAME OF ATTORNEY OR AGENT:

ADDRESS:	CITY, STATE, ZIP:		
E-mail:	Office Phone:	Cell:	

NAME OF ENGINEER: Atwell, LLC

ADDRESS:	12745 23 Mile Rd Suite 200	CITY, STATE, ZIP:	Shelby Township, MI 48315
E-mail:	jbemaglio@atwell.com	Office Phone:	616.460.6653

NAME OF ARCHITECT: NORR

ADDRESS:	150 W. Jefferson Ave., Suite 1300	CITY, STATE, ZIP:	Detroit, MI 48226
E-mail:	Alex.Froelich@norr.com	Office Phone:	313.324.3062

NAME OF LANDSCAPE ARCHITECT: Atwell, LLC

ADDRESS:	1250 East Diehl Road, Suite 300	CITY, STATE, ZIP:	Shelby Township, MI 48315
E-mail:	jbemaglio@atwell-group.com	Office Phone:	616.460.6653

With the submittal of this application, I hereby request that the Mayor and Board of Trustees of the Village of Willowbrook grant approval of this application and/or development as described in the attached documents and specifications, and do hereby certify that all information contained in this application and accompanying documents is true and correct to the best of my knowledge. I also permit entrance on the Subject Property by Village officials for the purpose of inspections related to this request.

Signature of Property Owner(s):

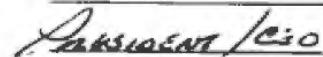


Date: 8.9.24

Printed Name:



Mark E. LYON



President/CEO



Attachment 5
Special Use Standards (2 pages)



WILLOWBROOK, IL PANDA EXPRESS – STANDARDS FOR SPECIAL USE PERMITS

Zoning District: B Community Shopping

Special Uses requested in accordance with 9-4-11 (E):

1. Drive Thru

9-9-05(C): Standards for Special Use Permits:

1. 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.
 - Response: *Panda Express is a nationwide, experienced restaurateur that has developed many sites prior to this one. Establishment, maintenance, or operation of the proposed Panda Express Drive-Thru Restaurant will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.*
2. 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.
 - Response: *The proposed Panda Express Drive-Thru Restaurant will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The proposed improvements made to an old site will be a major upgrade to what exists there now.*
3. 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.
 - Response: *Establishment of the proposed Panda Express Drive-Thru Restaurant will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. The entire surrounding area is already developed.*



4. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided.
 - Response: *Adequate utilities, access (drives), drainage, and/or other necessary facilities will be engineered, permitted and constructed in accordance with local requirements for the proposed Panda Express Drive-Thru Restaurant.*
5. 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.
 - Response: *Site layout, access drives, parking, signage, pavement markings and estimated drive-thru queueing were analyzed to provide ingress and egress so designed as to minimize traffic congestion in the public streets for the proposed Panda Express Drive-Thru Restaurant. Furthermore, in accordance with the ITE Trip Generation 10th Edition, traffic generated from the proposed land use will be substantially lower than existing traffic generated from the current land use.*
6. 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.
 - Response: *The proposed Panda Express Drive-Thru Restaurant shall conform to the applicable regulations of the "B" Zoning District with the exception of Variations approved by the Village Board pursuant to the recommendation of the Plan Commission.*



Attachment 6
Standards For Variations



WILLOWBROOK, IL PANDA EXPRESS – STANDARDS FOR VARIATIONS

Zoning District: B Community Shopping

See attached Exhibit A list of requested variations.

9-9-04(B): Standards for Variations:

1. 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.
 - Response: *The subject property for the proposed Panda Express Drive-Thru Restaurant is a substandard size lot for the B district and 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. The requested variations are needed to provide a site which has economic viability and can be operated safely with good access and parking.*
2. 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.
 - Response: *The requested variations will not merely serve as a convenience for the proposed Panda Express Drive-Thru Restaurant, but rather are necessary for any business development on the existing substandard lot. The small size of this lot creates a hardship that can only be remedied with the variations requested so that a safe efficient operation can be maintained.*
3. The alleged hardship has not been created by any person presently having a proprietary interest in the premises.
 - Response: *The alleged hardships were not created by any person presently having a proprietary interest in the premises and proposed Panda Express Drive-Thru Restaurant. Previous Variations approved for the site under Ordinance 94-O-16 are similar to the variations being requested herein so that the site could yield a reasonable return. The size and dimensions of the lot were preexisting.*



4. The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood.
 - Response: *Proposed Variations for the proposed Panda Express Drive-Thru Restaurant will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood as they were previously granted for the existing uses on the property with no negative impacts on surrounding property.*
5. The proposed variation 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.
 - Response: *Proposed Variations for the proposed Panda Express Drive-Thru Restaurant 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.*
6. The proposed variation will not alter the essential character of the locality.
 - Response: *Proposed Variations for the proposed Panda Express Drive-Thru Restaurant will not alter the essential character of the locality as the restaurant will conform to the existing surrounding area uses. As they were previously granted for this site so the new development is consistent with was previously existing as far as variations.*
7. The proposed variation is in harmony with the spirit and intent of Title 9 of this Code. 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.
 - Response: *Proposed Variations for the proposed Panda Express Drive-Thru Restaurant are in harmony with the spirit and intent of Title 9 of this Code. The subject property 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. Previous variations approved for the subject site under Ordinance 94-O-16 changed the driveways and also noted that a portion of the lot was taken by the widening of route 83. Variations are necessary for development on the existing substandard lot.*



Attachment 7:
CBBEL Letter of Approval



CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

September 21, 2024

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Attention: Mike Krol

Subject: 7505 Kingery – Revised Final Engineering Plans
(CBBEL Project No. 900144.H212)

Dear Mike:

As requested on August 30, 2024, we have reviewed the Final Engineering Plans and supporting documents for the above property prepared by Atwell and revision date August 28, 2024. Please note that we have only reviewed the Civil Engineering plans and have not reviewed the architectural plans.

We have no objection to the proposed changes and note that we have not reviewed the revisions for compliance with the Village Zoning Code. If you would like stamped plans, please let me know.

If there are any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads 'Daniel L. Lynch'.

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



Attachment 8:
IDOT Approval



Transmittal

Bureau of Traffic, Permit Section

Date: October 4, 2023

To: Panda Express, Inc.
1683 Walnut Grove Avenue
Rosemead, CA 91770

Phone:
Fax No:

This transmittal confirms our Verbal issuance of the following Permit Number to work within the State right of way
at the location noted below:

District Permit Number: 1-T-23-0314
District Standard for Lane Closure: 701800
Lane Closure Hours: 9:00 AM - 3:00 PM, Mon-Fri. This closure is subject to receiving approval through our automated lane closure system at https://www.idotarts.com/permits/home.aspx
Location: IL 83 (Kingery Hwy) and 75th Street (SEC)
Plans: Willowbrook Panda Express, Panda Project #D7058, 7505 Kingery Highway, Willowbrook, IL 60527, Final Engineering Plans, sheets C01.0 through L01.1, and all inclusive; prepared by Atwell, 1250 E. Dill Road, Suite 300, Naperville, IL 60563; signed and sealed by xxx; last revised June 8, 2021

A formal copy of the permit will be provided subsequently.

Comments:

This Transmittal is your authorization to proceed with the following work:

The location, construction, operation, and maintenance of the removal of one (1) existing access driveway and replacement with one (1) 28' HMA access driveway within the eastern IL 83 (Kingery Hwy) right of way in the Village of Willowbrook, DuPage County. Also covered is curb and gutter removal and replacement, sidewalk removal and replacement, installation of ADA ramps along with detectable warning surfaces, installation of approximately 30 LF of 12" HDPE storm sewer along with one (1) associated storm structure, pavement patching in accordance with IDOT specifications, striping and signage installation, and the replacement of any existing pavement markings damaged during construction to the satisfaction of the Engineer. Any parkway damaged during construction shall be restored to existing or better conditions with 4" topsoil, class 2A seeding, erosion control blanket, and all other appurtenances as necessary to complete work in accordance with approved plans and applicable specifications.

All ADA related items shall be designed and installed in accordance with ADA/PROWAG guidelines and with the "ADA Standard for Accessible Design" guidebook with the operation and maintenance of all proposed sidewalk and ADA related items taken over by the Village of Willowbrook upon completion of the work.

IDOT traffic signal facilities are not part of any one-call locating service such as J.U.L.I.E or Digger. If this Contract requires the services of an Electrical Contractor, the Contractor shall be responsible at his/her own expense for locating existing IDOT electrical facilities prior to performing any work. If this Contract does not require the services of an Electrical Contractor, the Contractor may request one free locate for existing IDOT electrical facilities from the District One Electrical Maintenance Contractor prior to the start of any work. Additional requests may be at the expense of the Contractor. The location of underground traffic facilities does not relieve the Contractor of their responsibility to repair any facilities damaged during construction at their expense.

The exact location of all utilities shall be field verified by the Contractor before the installation of any components of the traffic signal system. For locations of utilities, locally owned equipment, and leased enforcement camera system facilities, the local Counties or Municipalities may need to be contacted; in the City of Chicago contact Digger at (312) 744-7000 and for all other locations contact J.U.L.I.E at 1-800-892-0123 or 811.

Steel plates are to be used over pavement openings to keep the entire roadway open to traffic from 3:30 p.m. to 9:00 a.m. each day and all day on weekends, holidays, and while the concrete pavement patch is curing. **STEEL PLATES WILL NOT BE PERMITTED BETWEEN NOVEMBER 1 AND MAY 1 UNLESS OTHERWISE DIRECTED BY THIS DEPARTMENT.**

Signed:

Phone Number:
Fax Number:

(847) 705-4149
(847) 705-6498

Lisa Heavner-Baum, P.E., Bureau Chief of Traffic Operations
By: Jonathan E. Karabowicz, P.E.



**Attachment 9:
Construction Schedule**



WILLOWBROOK, IL PANDA EXPRESS – PROPOSED CONSTRUCTION SCHEDULE

Item	Description	2025												Jan	Feb	Mar
		Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec			
0	Demo Gas Pumps & Underground Tanks (By Others)	X	X	X	X	X	X									
1	Mobilization / Begin Construction									X						
2	Demolition									X						
3	Earthwork									X						
4	Building - Foundation/Slab									X						
5	Site Utilities									X	X					
6	Building - Vertical Construction									X	X	X				
7	Site Concrete/Paving									X	X					
8	Landscaping										X					
9	Site Signage / Parking Lot Striping										X					
10	Final Completion / Store Opening											X				



Attachment 10:
Traffic Regulation Agreement (8 pages)

Return Recorded Document
to:

Brian Pabst
Village Administrator
Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

TRAFFIC REGULATION AGREEMENT

THIS TRAFFIC REGULATION AND ENFORCEMENT AGREEMENT (the “Agreement”) is made as of this _____ day of _____, 2019, by and between _____, a limited liability company authorized to conduct business in the State of Illinois (the “Owner”), and the Village of Willowbrook, an Illinois home-rule municipal corporation (the “Village”), within which the “Complex” (as defined in Section 1.1 below) is located, for the regulation of traffic and other matters within the Complex and for the enforcement of said regulations by the assigned traffic law enforcement personnel of the Village.

WITNESSETH:

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

1.1 Complex: The land, buildings and other improvements commonly known as _____, situated in the Village of Willowbrook, DuPage County, Illinois, and legally described in the attached Exhibit “A”.

1.2 Permanent Index Numbers (PINs): _____
_____.

1.3 Manager: Those persons or entity employed or retained by Owner from time to time with authority to administer, manage and operate the Complex for the purposes of this Agreement.

1.4 Owner: _____.

1.5 Village: Village of Willowbrook, DuPage County, Illinois.

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

2.1 Owner holds record title to the Complex.

2.2 The Complex is located within the corporate jurisdiction of the Village.

2.3 It is the mutual desire of the parties hereto that the Village shall have the authority, but not the obligation, to regulate the parking of vehicles, traffic, roller skating, bicycle riding, skateboarding and/or other recreational activities within the Complex, and to enforce said regulations by the assigned traffic law enforcement personnel of the Village.

2.4 The Illinois Vehicle Code (625 ILCS 5/11-209), the Illinois Municipal Code (65 ILCS 5/1-1-7) and the Village's home rule authority provide authority for such agreement between the Village and the Owner and said statutory authorization enumerated on those matters which may be included in such agreement. Further, additional matters may be included in such agreements pursuant to Article VII, Section 6 and Section 10 of the Illinois Constitution.

2.5 Manager, in its capacity with Owner, is empowered to enter into this Agreement.

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

3.1 The Owner will cause the Manager or its designated representative to cooperate with the Chief of Police of the Village or his designated representative in inspecting the parking area of the Complex to determine what, if any, stop signs, yield signs, person with disabilities parking area signs, or any other traffic markers are to be erected, and to determine what, if any, areas are to be marked as stop intersections, yield intersections, person with disabilities parking areas or pedestrian crossings, in order to provide for the safe and efficient trafficking of

the parking area of the Complex. Further, such determination may include the regulation and/or prohibition of roller skating, the riding of bicycles, the riding or operation of skateboards and/or other recreational activities in and upon the Complex, and the posting of the signs with the respect thereto.

- 3.2 If it be determined, pursuant to Section 3.1 of this Agreement, that stop signs, yield signs, person with disabilities parking area signs, or any other markers are to be erected or that specified intersections are to be marked as stop intersections, yield intersections, or pedestrian crossings, the Owner agrees to erect such signs and markers at the indicated places on the Complex, in accordance with all applicable regulations and specifications promulgated by the State of Illinois. The Owner shall bear the costs and expenses of obtaining, erecting and maintaining any and all such signs and markers necessary for enforcement of the regulations agreed to by the parties herein.
- 3.3 The Owner shall cause the Manager to mark such fire lanes as the local Fire Protection District Chief or his designated representatives shall recommend as necessary for effective movement of Fire Department and other emergency vehicles.
- 3.4 Signs or other devices providing for the regulation of traffic and parking, or the regulation or prohibition of roller skating, bicycle riding, skateboarding and/or other recreational activities, within the Complex, as well as a designation of the exact regulations to be imposed thereon, shall be installed as shown in the Traffic Regulation Plan for (Project Name) _____, as prepared by (Consultant) _____, (Address) _____, referenced as Project No. _____, consisting of _____ sheets, dated _____, _____ and revised through _____, _____ a copy of which is attached hereto as Exhibit "B" and by this reference incorporated herein.
- 3.5 The Village has the authority, but not the obligation, to enforce all regulations in the parking areas of the Complex by use of assigned traffic enforcement personnel of the Village; to issue citations to any and all violators of such regulations; and to adopt and enforce any additional reasonable rules and regulations with respect to traffic and parking in the parking area as local conditions may require or the safety and convenience of the public or the users of the parking area.
- 3.6 The Owner hereby agrees to provide for the removal of vehicles that are abandoned or parked in areas where stopping, standing or parking is prohibited. Such removal shall be done pursuant to a towing agreement and in accordance

with the requirements of 625 ILCS 5/4-203, including, but not limited to, posting of the notice required therein.

- 3.7 Neither the Owner nor the Manager shall permit any person to park a vehicle at any location in the Complex for the purpose of displaying such vehicle for sale, lease or ride-share. The owner of any such vehicle may be ticketed by the Village.
- 3.8 The Owner has named the Village as an additional insured on a primary non-contributory basis on its Comprehensive General Liability Insurance Policy and on their Excess Liability Insurance Policy and a copy of said Certificate of Insurance is attached hereto as Exhibit "C" and incorporated herein. Such liability insurance shall provide that the Village, its officers, agents, agencies, employees, and departments shall be additional insured under such insurance. Said insurance shall be in the minimum amount of one million dollars (\$1,000,000) combined single limit or in such amounts acceptable to the Village and shall be in such form and with such Company as shall be approved by the corporate authorities.

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

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

ARTICLE 4. TERM:

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

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

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

ARTICLE 5. **SUCCESSORS:** This Agreement shall be binding upon and inure to benefit the respective assigns, successors and personal representatives of each of the parties hereto, and this Agreement shall run with title to the Complex and the obligations of the Owner shall be and are binding on future owners of any portion of the Complex.

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

ARTICLE 7. **EXECUTION AND RECORDING:** This Agreement shall be executed by the parties' prior to the commencement of operations of the Complex. A fully executed copy of the Agreement shall be recorded in the Office of the Recorder of Deeds of the County of DuPage of the State of Illinois against title to the Complex, and it is agreed, pursuant to the statutes set forth above, that no regulation made pursuant to this Agreement shall be effective or enforceable until three (3) days after this Agreement is recorded.

ARTICLE 8. **NOTICES:** All notices hereunder shall be in writing and sent by Certified Mail, addressed to the Manager at _____

and, if to the Village, at the Office of the Village Administrator of Willowbrook, 7760 Quincy Street, Willowbrook, Illinois 60527.

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

OWNER

BY:

(Managing Agent or Owner)

VILLAGE OF WILLOWBROOK

BY.

President

ATTEST:

Village Clerk

EXHIBIT "A"

LEGAL DESCRIPTION OF COMPLEX

DRAFT

EXHIBIT "B"

TRAFFIC REGULATION PLAN

Pursuant to the attached agreement, the Willowbrook Police Department has the authority, but not the obligation, to enforce the following areas as designated on the traffic control plan attached hereto.

1. Traffic control signs including posted speed limit signs, stop signs, yield signs, and one-way signs.
2. No parking within 15 feet of hydrant locations as marked.
3. Handicap parking areas as marked with an official sign.
4. Prohibition of parking along all streets between 2:00 a.m. and 6:00 a.m.
5. Enforcement of yellow curb markings with adjacent "No Parking" signs indicating no parking areas.
6. Enforcement of posted, "No Trespassing" signs.
7. Posted "No Parking" zones.
8. Parking of vehicles for the purpose of being displayed for sale.
9. Enforcement of Village ordinance violations.
10. Prohibition of roller skating, bicycle riding, skateboarding and/or other recreational activities within the complex as posted.

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

Owners' Representative

Chief of Police

[ATTACH PLAN]

EXHIBIT "C"

CERTIFICATE OF INSURANCE

DRAFT



Attachment 11:
IEPA No Further Remediation Letter (9 pages)



Groundwater & Environmental Services, Inc.
313 Oswalt Avenue
Batavia, IL 60510
[T. 866.455.2419](tel:8664552419)

July 23, 2024

Mr. Michael Piggush
Illinois Environmental Protection Agency
Bureau of Land - #24
Leaking Underground Storage Tank Section
Post Office Box 19276
1021 North Grand Avenue East
Springfield, Illinois 62794-9276

**Re: LPC #0431105022 – DuPage County
Willowbrook / Former True North Service Station #1990
7505 South Kingery Highway
LUST Incident 871649, 20120788, 20210593
LUST Technical File**

Dear Mr. Piggush:

Enclosed, please find one copy of the recorded *No Further Remediation Letter* for LUST incident numbers 871649, 20120788, and 20210593.

Should you have any questions or require additional information, please contact the undersigned at mblaha@gesonline.com or at (866) 455-2419 extension 4038. Direct all official Illinois EPA electronic correspondences to GESinbox@gesonline.com.

Sincerely,

A handwritten signature in black ink that reads "Melissa M. Blaha".

Melissa M. Blaha
Operations Manager

C: David P. Nye, CHMM – True North Energy, LLC

Encl: Recorded NFR Letter



DocID:20197350

Tx:40578980

KATHLEEN V. CARRIER
RECORDER
DUPAGE COUNTY, IL
07/22/2024 02:38 PM
RHSP
DOC NO. R2024-041391

PREPARED BY:

Name: David P. Nye, CHMM
True North Energy, LLC
Address: 7505 South Kingery Highway
Willowbrook, IL 60527



I certify that this is a
copy of an instrument
recorded in my office.

Kathleen V. Carrier
Kathleen Carrier
DuPage County Recorder
Date: 7/22/24
Deputy: gjv

RETURN TO:

Name: (David P. Nye, CHMM)
True North Energy, LLC
Address: 10346 Brecksville Road
Brecksville, OH 44141

(THE ABOVE SPACE FOR RECORDER'S OFFICE)

LEAKING UNDERGROUND STORAGE TANK ENVIRONMENTAL NOTICE

**THE OWNER OR OPERATOR OF THE LEAKING UNDERGROUND STORAGE TANK SYSTEMS
ASSOCIATED WITH THE RELEASE REFERENCED BELOW, WITHIN 45 DAYS OF RECEIVING THE NO
FURTHER REMEDIATION LETTER CONTAINING THIS NOTICE, MUST SUBMIT THIS NOTICE AND
THE REMAINDER OF THE NO FURTHER REMEDIATION LETTER TO THE OFFICE OF THE
RECORDER OR REGISTRAR OF TITLES OF DUPAGE COUNTY IN WHICH THE SITE DESCRIBED
BELOW IS LOCATED.**

Illinois EPA Number 0431105022
Leaking UST Incidents 871649, 20120788, and 20210593

True North Energy, LLC, the owner or operator of the leaking underground storage tank systems associated with the above-referenced incidents, whose address is 10346 Brecksville Road, Brecksville, Ohio, has performed investigative or remedial activities for the site identified as follows:

1. Legal Description: See attachment.
2. Common Address: 7505 South Kingery Highway, Willowbrook, Illinois
3. Parcel Index Number: 09-26-400-013
4. Site Owner: True North Energy, LLC
5. Land Use Limitation: There are no land use limitations.
6. See the attached No Further Remediation Letter for other terms.



Legal Description

THE NORTH 170.0 FEET OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST RIGHT OF WAY OF STATE ROUTE 83, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 102.65 FEET EAST OF THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4; THENCE EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 256.24 FEET; THENCE SOUTH, ALONG A LINE PARALLEL WITH THE EAST RIGHT OF WAY LINE OF SAID STATE ROUTE 83, A DISTANCE OF 170 FEET; THENCE WEST, ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 256.24 FEET TO THE INTERSECTION OF SAID PARALLEL LINE WITH THE EAST RIGHT OF WAY OF SAID STATE ROUTE 83, WHICH POINT IS 102.45 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH, ALONG THE EAST RIGHT OF WAY LINE OF SAID STATE ROUTE 83, A DISTANCE OF 170.0 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

JB Pritzker, Governor

John J. Kim, Director

(217) 524-3300

CERTIFIED MAIL

9589 0710 5270 0389 6481 28

JUL 19 2024

David P. Nye, CHMM
True North Energy, LLC
10346 Brecksville Road
Brecksville, OH 44141

Re: 0431105022 – DuPage County
Willowbrook / True North Energy #1990
7505 South Kingery Highway
Leaking UST Incidents 871649, 20120788, and 20210593 – NFR Letter
Leaking UST Technical File

Dear Mr. Nye:

The Illinois Environmental Protection Agency (Illinois EPA) has reviewed the corrective action completion report (report) submitted for the above-referenced incidents. This report was dated July 11, 2024, and was received by the Illinois EPA on July 11, 2024. Citations are from the Environmental Protection Act (415 ILCS 5) (Act) and Title 35 of the Illinois Administrative Code (35 Ill. Adm. Code).

The report and associated professional engineer certification submitted pursuant to Section 57.7(b)(5) of the Act indicate corrective action for the above-referenced site was conducted in accordance with the corrective action plan approved by the Illinois EPA. The report demonstrates that the requirements of Section 57.7(b) of the Act have been satisfied.

Based upon the certification by Douglas J. Riggs, a licensed professional engineer, and pursuant to Section 57.10 of the Act, your request for a no further remediation determination is granted under the conditions and terms specified below.

Issuance of this No Further Remediation Letter (Letter), based on the certification of the licensed professional engineer, signifies that (1) all statutory and regulatory corrective action requirements applicable to the occurrence have been complied with, (2) all corrective action concerning the remediation of the occurrence has been completed, and (3) no further corrective action concerning the occurrence is necessary for the protection of human health, safety, and the environment. Pursuant to Section 57.10(d) of the Act, this Letter shall apply in favor of the following parties:

1. True North Energy, LLC, the owner or operator of the underground storage tank systems.
2. Any parent corporation or subsidiary of such owner or operator.

2125 S. First Street, Champaign, IL 61820 (217) 278-5800
115 S. LaSalle Street, Suite 2203, Chicago, IL 60603
1101 Eastport Plaza Dr., Suite 100, Collingsville, IL 62234 (618) 346-5120
9511 Harrison Street, Des Plaines, IL 60016 (847) 294-4000

595 S. State Street, Bldg. IL 60123 (847) 608-3131
2309 W. Main Street, Suite 116, Marion, IL 62959 (618) 993-7200
412 SW Washington Street, Suite D, Peoria, IL 61602 (309) 671-3022
4302 N. Main Street, Rockford, IL 61108 (815) 987-7760

3. Any co-owner or co-operator, either by joint tenancy, right-of-survivorship, or any other party sharing a legal relationship with the owner or operator to whom the Letter is issued.
4. Any holder of a beneficial interest of a land trust or inter vivos trust whether revocable or irrevocable.
5. Any mortgagee or trustee of a deed of trust of such owner or operator.
6. Any successor-in-interest of such owner or operator.
7. Any transferee of such owner or operator whether the transfer was by sale, bankruptcy proceeding, partition, dissolution of marriage, settlement or adjudication of any civil action, charitable gift, or bequest.
8. Any heir or devisee of such owner or operator.
9. An owner of a parcel of real property to the extent that this Letter applies to the occurrence on that parcel.

This Letter and all attachments, including but not limited to the Leaking Underground Storage Tank Environmental Notice, must be filed within 45 days of receipt as a single instrument with the Office of the Recorder or Registrar of Titles of DuPage County. This Letter shall not be effective until officially recorded by the Office of the Recorder or Registrar of Titles of DuPage County in accordance with Illinois law, so it forms a permanent part of the chain of title for the above-referenced property. Within 30 days of this Letter being recorded, an accurate and official copy of this Letter, as recorded, shall be obtained and submitted to the Illinois EPA. It is recommended that the Leaking Underground Storage Tank Environmental Notice of this Letter be the first page of the instrument filed.

CONDITIONS AND TERMS OF APPROVAL

LEVEL OF REMEDIATION AND LAND USE LIMITATIONS

1. The remediation objectives for the above-referenced site, more particularly described in the Leaking Underground Storage Tank Environmental Notice of this Letter, were established in accordance with the requirements of the Tiered Approach to Corrective Action Objectives (35 Ill. Adm. Code 742).
2. As a result of the release from the underground storage tank systems associated with the above-referenced incidents, the above-referenced site, more particularly described in the attached Leaking Underground Storage Tank Environmental Notice of this Letter, shall not be used in a manner inconsistent with the following land use limitation: There are no land use limitations.

PREVENTIVE, ENGINEERING, AND INSTITUTIONAL CONTROLS

3. Preventive: The groundwater under the site described in the attached Leaking Underground Storage Tank Environmental Notice of this Letter shall not be used as a potable supply of water. No person shall construct, install, maintain, or utilize a potable water supply well. In accordance with Section 3.65 of the Act, "potable" means generally fit for human consumption in accordance with accepted water supply principles and practices.

Engineering: A five-foot thick, clean soil barrier must be maintained between the highest measured groundwater elevation in a monitoring well and the lowest point of a building foundation, or ground surface if there is no overlying receptor, to prevent the indoor inhalation exposure route from becoming an exposure route of concern. For this barrier, clean soil is soil exhibiting benzene concentrations less than 10 mg/kg.

Institutional: This Letter shall be recorded as a permanent part of the chain of title for the above-referenced site, more particularly described in the attached Leaking Underground Storage Tank Environmental Notice of this Letter.

The Illinois Department of Transportation (Highway Authority) agrees, using a Highway Authority Agreement, to allow contaminated groundwater or soil to remain beneath its highway right-of-way adjacent to the site located at 7505 South Kingery Highway, Willowbrook, Illinois. Specifically, as shown on the attached figure titled *Proposed Highway Agreement Area*, contamination will remain in the right-of-way for Kingery Highway as indicated in the Highway Authority Agreement HAA 1802 and the Highway Authority Agreement amendment HAA 1802A. The Highway Authority agrees to (a) prohibit the use of groundwater within the highway right-of-way that is contaminated above Tier 1 groundwater remediation objectives as a potable or other domestic supply of water and (b) limit access to soil within the highway right-of-way that is contaminated above Tier 1 residential soil remediation objectives. A copy of the Highway Authority Agreement and the associated amendment can be obtained through a written request under the Freedom of Information Act (5 ILCS 140) to the Bureau of Land, FOIA Unit as detailed elsewhere in this Letter. Questions regarding the Highway Authority Agreement should be directed to

Region 1 Engineer
Illinois Department of Transportation
District 1 Environmental Studies Unit
201 West Center Court
Schaumburg, IL 60196

and to

Assistant Chief Counsel
Illinois Department of Transportation
2300 South Dirksen Parkway, Room 313
Springfield, IL 62764

4. Failure to establish, operate, and maintain controls in full compliance with the Act, applicable regulations, and the approved corrective action plan may result in voidance of this Letter.

OTHER TERMS

5. Any contaminated soil or groundwater removed or excavated from, or disturbed at, the above-referenced site, more particularly described in the Leaking Underground Storage Tank Environmental Notice of this Letter, must be handled in accordance with all applicable laws and regulations under 35 Ill. Adm. Code Subtitle G.
6. Further information regarding the above-referenced site can be obtained through a written request under the Freedom of Information Act (5 ILCS 140) to

Freedom of Information Act Officer
Illinois Environmental Protection Agency
Division of Records Management – #16
1021 North Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

7. Pursuant to 35 Ill. Adm. Code 734.720, should the Illinois EPA seek to void this Letter, the Illinois EPA shall provide notice to the owner or operator of the leaking underground storage tank systems associated with the above-referenced incidents and the current title holder of the real estate on which the tanks were located, at their last known addresses. The notice shall specify the cause for the voidance, explain the provisions for appeal, and describe the facts in support of the voidance. Specific acts or omissions that may result in the voidance of this Letter include
 - a. Any violation of institutional controls or industrial/commercial land use restrictions.
 - b. The failure to operate and maintain preventive or engineering controls or to comply with any applicable groundwater monitoring plan.
 - c. The disturbance or removal of contamination that has been left in-place in accordance with the corrective action plan or completion report.

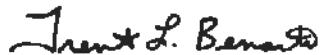
- d. The failure to comply with the recording requirements for the Letter.
- e. Obtaining the Letter by fraud or misrepresentation.
- f. Subsequent discovery of contaminants, not identified as part of the investigative or remedial activities upon which the issuance of the Letter was based, that pose a threat to human health or the environment.

Submit an accurate and official copy of this Letter, as recorded, to

Illinois Environmental Protection Agency
Bureau of Land – #24
Leaking Underground Storage Tank Section
1021 North Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

If you have any questions or need assistance, please contact Michael Piggush at (217) 782-3101 or at michael.piggush@illinois.gov.

Sincerely,



Trent L. Benanti, P.E.
Unit Manager
Leaking Underground Storage Tank Section
Bureau of Land

Attachments (3):

1. Leaking Underground Storage Tank Environmental Notice
2. *Proposed Highway Agreement Area*
3. Legal Description

Copies (3):

1. Melissa Blaha / Groundwater & Environmental Services, Inc. (electronic copy)
2. GESInbox@gesonline.com (electronic copy)
3. BOL File

НД 1802

LEGEND

- PROPERTY BOUNDARY
- ◎ MONITORING WELL
- ☒ RECOVERY WELL
- ☒ DESTROYED/ABANDONED WELL
- ☒ SUMP WELL
- ST UNDERGROUND STORM SEWER LINE
- T UNDERGROUND TELEPHONE LINE
- EL UNDERGROUND ELECTRIC LINE
- WL UNDERGROUND WATER LINE
- GL UNDERGROUND GAS LINE
- A AREA SUBJECT TO IDOT HAA
SOIL SAMPLE

75th STREET

KIMBER HIGHWAY (ROUTE 83)

KING LEE HIGHWAY PROJECT 831

TC STON
ENTERPRISE

Page 30 of 30

Proposed Highway Agreement Area

True North Energy, L.L.C.
True North Service Station #1090
7505 Kingery Highway
Willowbrook, Illinois

Drawn:
E.V.
Designed
Approved

05/25/23
Figure



07/22/2024 2:38 PM
VALUED CUSTOMER

TRANSACTION # 40578980

DSS FEE: 10.00
GIS FEE: 21.00
RECORDING FEE: 27.00
RHSP FEE: 18.00
TOTAL: 76.00
CHECK: 76.00 GROUNDWATER & ENVIRONMENTAL
SVCS INC 2590
R2024-041391 76.00

KATHLEEN V. CARRIER
DUPAGE COUNTY RECORDER
(630) 407-5400
WWW.DUPAGECOUNTY.GOV/RECORDER

"SERVING YOU"



Attachment 12:
Comprehensive Sign Plan (16 pages)



Proposed Sign Package
Willowbrook, IL
7505 S. Kingery
D7058

12.19.2018

Revisions:

01.07.2019	Added new site plan, removed rear and drive thru wall signs
01.08.2019	Added new site plan, added S8, added new elevations
03.04.2019	Added new site plan and changed S2 placement
03.12.2019	Added new site plan and added signs
03.27.2019	Removed short storefront lockup logo and drive thru left side lockup logo
03.28.2019	Added new site plan
10.30.2020	Added new site plan
11.02.2020	Adjusted code balances for S3, S4, S9
12.16.2020	Added S11
01.19.2021	Revised size of D8 faces, added brick base to monument
04.08.2021	Added new site plan
10.28.2022	Removed S11
11.07.2022	Created const dwg for S9
11.22.2022	Changed S10 quantity
12.06.2022	Updated drive-thru sign specs
03.07.2023	Revised anchor bolts D7
07.28.2023	Revised S1, S2, S3, and S4 placement; revised S10, added S11, and revised site map.
08.21.2024	Added new site plan; Removed spacers from S2-4; Revised qty & location of S11; Revised install method for S10-11; Removed S12 interior sign
08.28.2024	Revised site plan, code page and elevation pages
09.25.2024	Added notes to code and elevation pages, street frontage to site plan

C59897

PRIORITY

Code Summary

SIGN	LOCATION	TYPE	HEIGHT	WIDTH	ALLOWED	PROPOSED	BALANCE
S1	SHORT STOREFRONT	STACKED RED LETTERSET	3'-11 1/2"	13'-5 1/2"	290	53.19	236.81
S2	LONG STOREFRONT	LOCKUP LOGO	6'-0"	6'-0"	236.81	36	200.81
S3	REAR ELEVATION	LOCKUP LOGO	6'-0"	6'-0"	200.81	36	164.81
S4	DRIVE THRU ELEVATION	LOCKUP LOGO	6'-0"	6'-0"	164.81	36	128.81
D8	DRIVE THRU	DIRECTIONAL	1'-0"	2'-0"	128.81	4	124.81
S9	STREET	MONUMENT	12'-0"	6'-0"	124.81	72	52.81

Per Michael Krol, Director of Community Development, Willowbrook, code has changed and now allows for Comprehensive Sign Plan (CSP) consideration. The signage proposal for Panda Express will be reviewed by the Plan Commission and Village Board on Nov. 6 as part of a new CSP for this development.

Code Allowance

Total for lot:
1.25 sq ft X 256 =320 sq ft
LESS 30 sf for 12' Monument
= 290 aggregate

Elevation

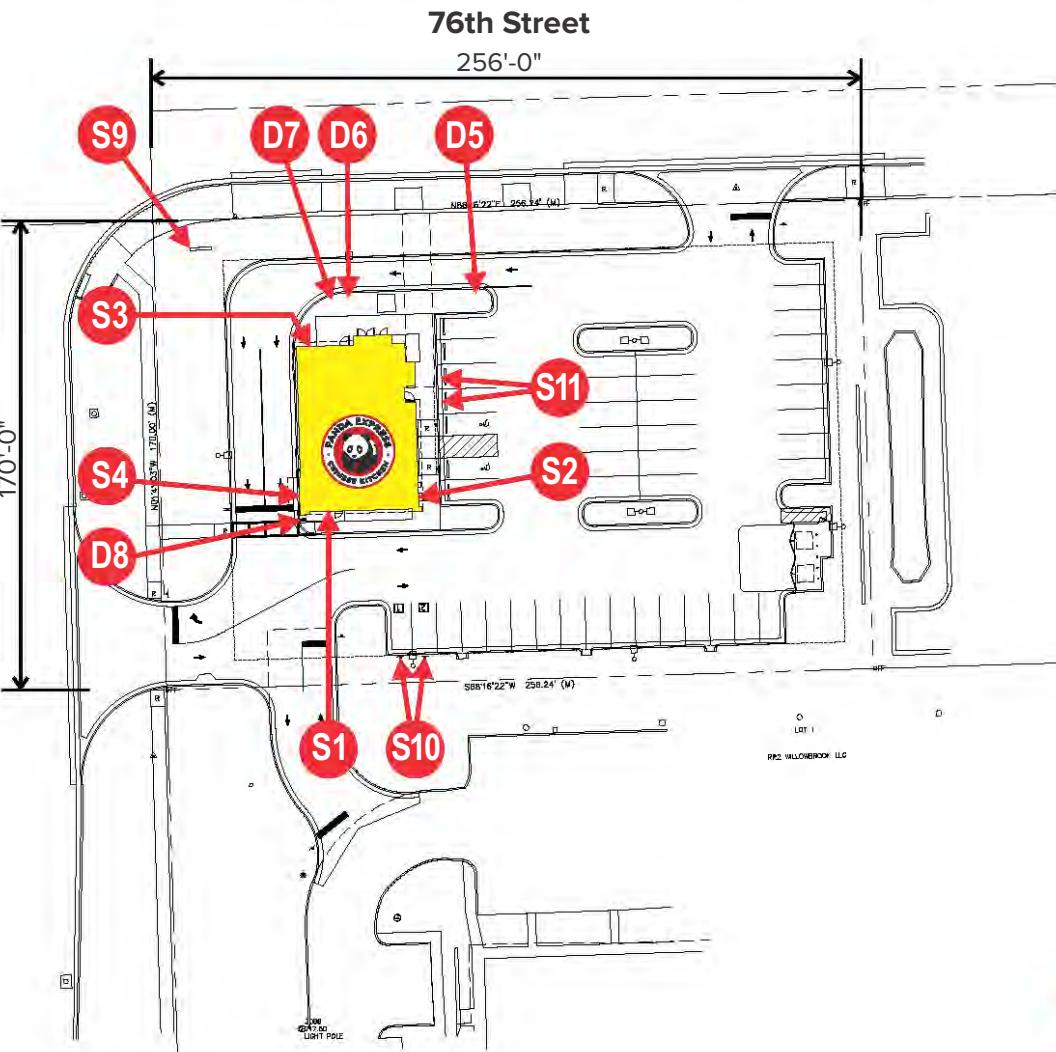
Elevation	Allowed
Long Storefront	290 aggregate
Short Storefront	290 aggregate

Elevation

Elevation	Allowed
Drive Thru	290 aggregate
Rear	290 aggregate

Site Plan

Route 83 / Robert Kingery Hwy.



PANDA EXPRESS

S1 2'-6" stacked red letterset

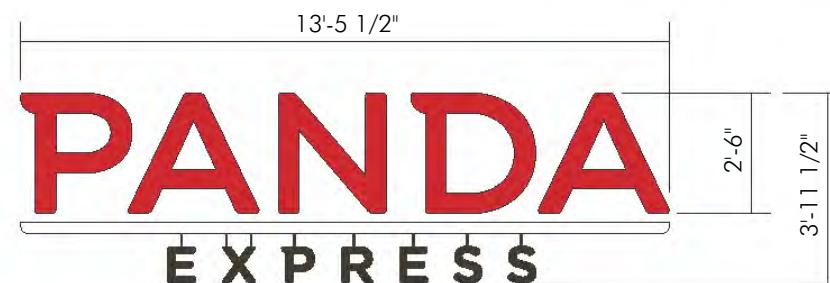
S2
S3
S4 6' Lock Up Logo



Elevations

Scale | 3/32" = 1'

Installation Note: Sign to be centered vertically and centered horizontally over the tan fascia below



Scale | 1/4" = 1'

SIGN	LOCATION	TYPE	HEIGHT	WIDTH	ALLOWED	PROPOSED	BALANCE
S1	SHORT STOREFRONT	STACKED RED LETTERSET	3'-11 1/2"	13'-5 1/2"	290	53.19	236.81

Sign to be considered as part of the new CSP for the development.

Elevations

Scale | 3/32" = 1'



Scale | 1/4" = 1'

SIGN	LOCATION	TYPE	HEIGHT	WIDTH	ALLOWED	PROPOSED	BALANCE
S2	DRIVE THRU	LOCKUP LOGO	6'-0"	6'-0"	236.81	36	200.81

Sign to be considered as part of the new CSP for the development.

Elevations

Scale | 3/32" = 1'



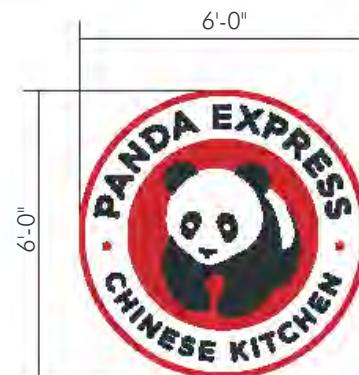
Scale | 1/4" = 1'

SIGN	LOCATION	TYPE	HEIGHT	WIDTH	ALLOWED	PROPOSED	BALANCE
S3	DRIVE THRU	LOCKUP LOGO	6'-0"	6'-0"	200.81	36	164.81

Sign to be considered as part of the new CSP for the development.

Elevations

Scale | 3/32" = 1'



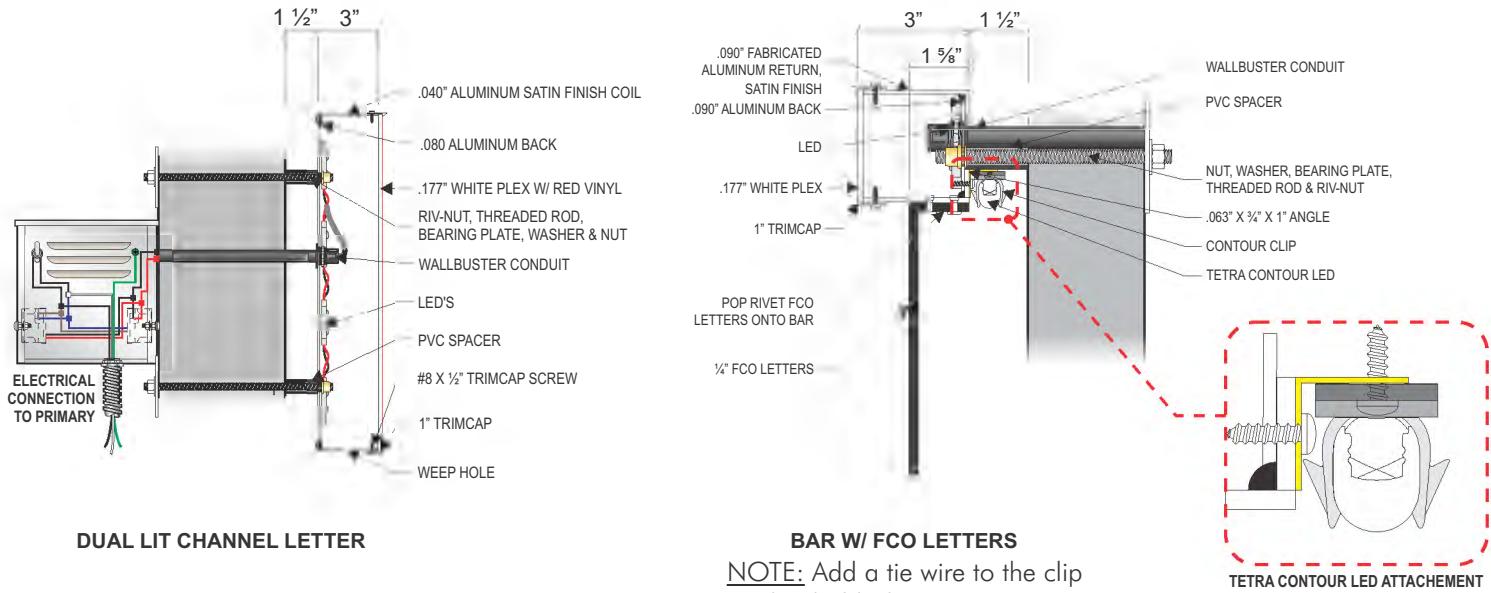
Scale | 1/4" = 1'

SIGN	LOCATION	TYPE	HEIGHT	WIDTH	ALLOWED	PROPOSED	BALANCE
S4	DRIVE THRU	LOCKUP LOGO	6'-0"	6'-0"	164.81	36	128.81

Sign to be considered as part of the new CSP for the development.

S1**Red Face-Lit Letterset - Qty: 1**

Install new face-lit illuminated letterset pin-mounted to wall with aluminum FCO tagline.

**GENERAL SPECIFICATIONS:****FACE-LIT LETTERS:**

FACES..... .177" WHITE #7328 PLEX W/ 1ST SURFACE 3M #3630-33 RED

TRIMCAP.... 1" BLACK

RETURNS.. .040" X 3" BLACK / WHITE COIL PAINTED TO MATCH BLACK 7C, SATIN FINISH

BACKS..... .080" ALUMINUM

BAR W/ FCO LETTERS:

FACES.....177" WHITE #7328 PLEX

TRIMCAP.....1" WHITE

RETURNS....125" X 3" FABRICATED WHITE COIL RETURN, SATIN FINISH

BACKS.....090" ALUMINUM, INTERIOR PAINTED WHITE

DLIGHT....063" BRAKE FORMED ALUMINUM BOX BEHIND THE BAR WITH DOWNGEAT LENS AND WHITE LED'S

EXPRESS.....25" FCO ALUMINUM LETTER PAINTED TO MATCH BLACK 7C SATIN FINISH

	A	B	C	D	E	F	SF (F x B)
PE-CL-30R	2'-6"	13'-5 1/2"	9 1/8"	7'-7 11/16"	2 13/16"	3'-11 1/4"	53.19

S2

Face Illuminated Lockup Logo - Qty: 1

S3

Install new face-lit lockup logo flush to surface as shown.

S4

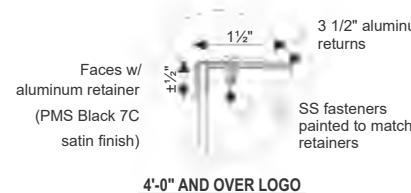
GENERAL SPECIFICATIONS:

FACES..... 177" WHITE POLYCARBONATE W/APPLIED VINYL GRAPHICS
 RETAINER:... 1" BLACK TRIMCAP / 1 1/2" ALUMINUM RETAINER (SEE DETAILS BELOW)
 RETURNS:.. .040" X 3" BLACK / WHITE COIL PAINTED TO MATCH BLACK 7C SATIN FINISH

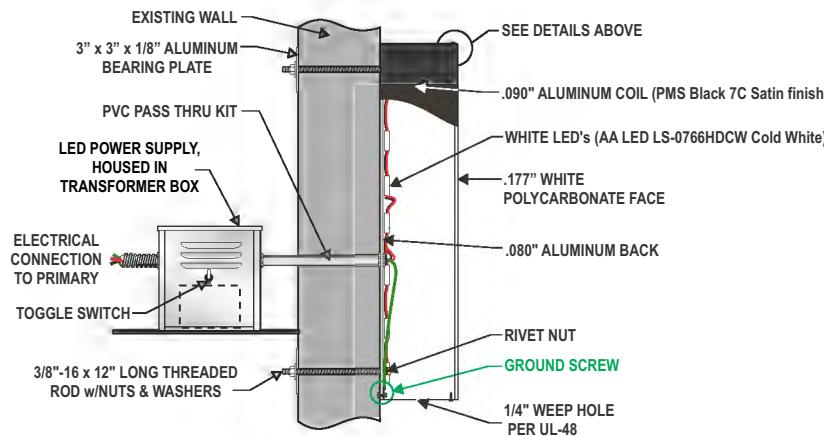
COLOR SPECIFICATIONS FOR FACE



Vinyl: 3M #3630-33 Red film applied first surface
 Face: .177" #7328 White Acrylic
 Vinyl: 3M #3630-22 Black film applied first surface



4'-0" AND OVER LOGO

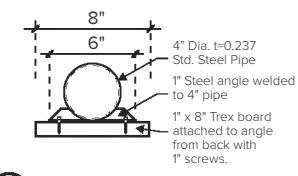
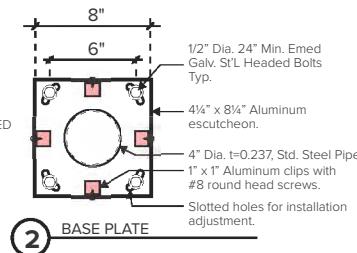
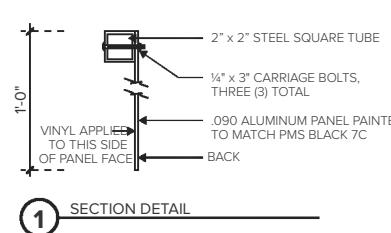
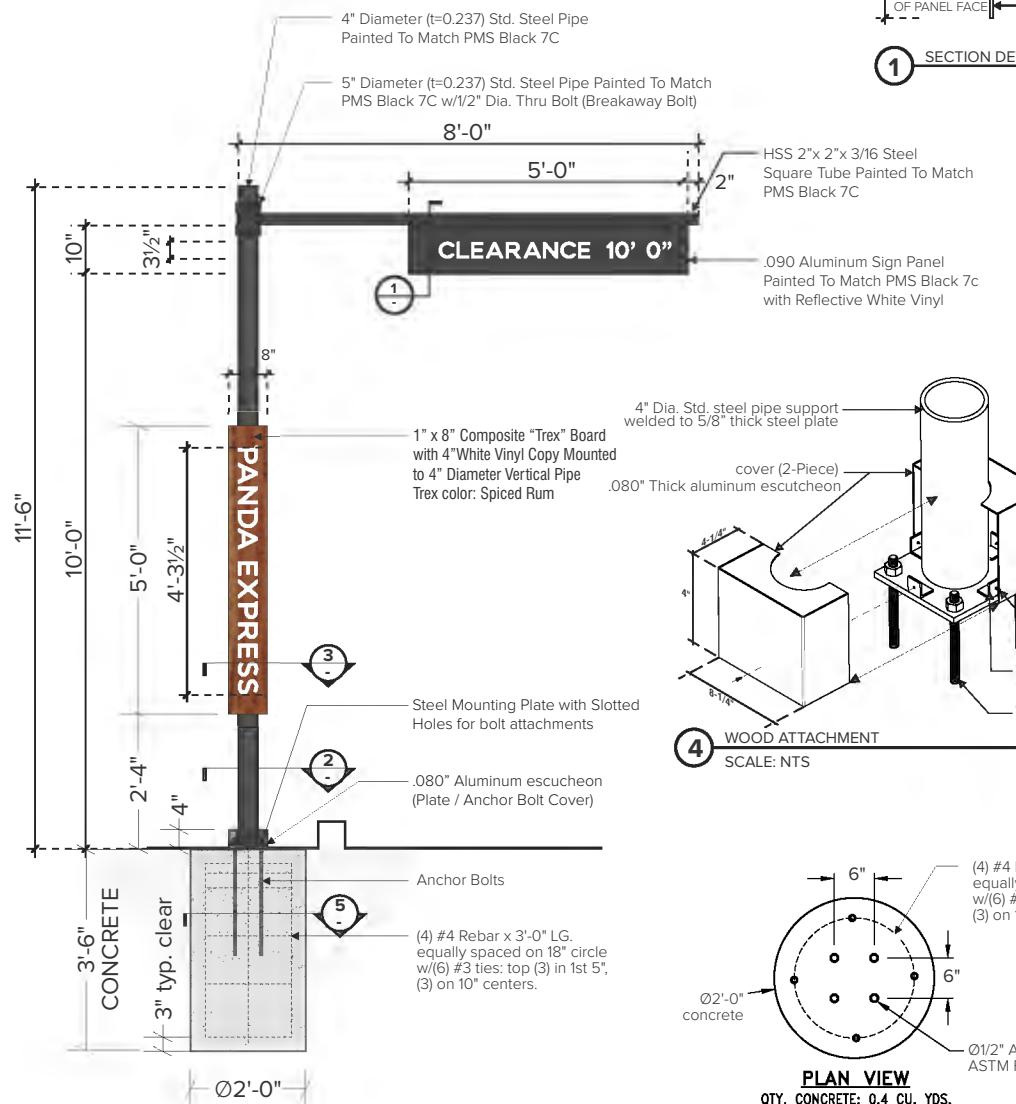


PE-FL-72-FULL	A	B	C	D	E	F	G	H	SF (A x B)
	6'-0"	6'-0"	6 1/16"	2"	4 11/16"	3-11 1/2"	3-2 11/16"	2-10 1/16"	36.0

D5

DT-L Clearance Bar - (Qty: 1)

Install new DT-L Clearance Bar sign. Refer to site plan for exact location.
NOTE: Wind Load: 115 mph wind speed / Snow Load: 60 PSF ground snow load.

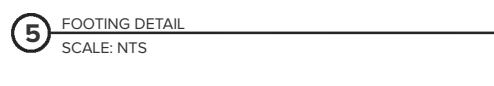
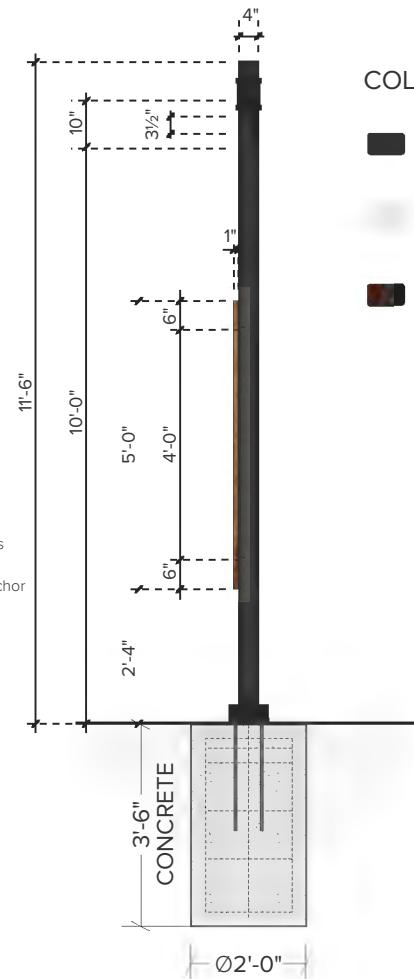


COLOR SPECIFICATIONS

Painted to match PMS Black 7C

Arlon #4100-02
Reflective White Film

Composite "Trex" Board



SIDE VIEW - NON-ILLUMINATED CLEARANCE BAR

SCALE: 1:40

D6

DT COD Canopy - (Qty: 1)

Install new DT COD Canopy per site plan for exact location.

NOTE: Wind Load: 115 mph wind speed / Snow Load: 60 PSF Ground Snow Load

COLOR SPECIFICATIONS

- Trex Board
<https://www.lowes.com/pd/Trex-Transcend-12-ft-Spiced-Rum-Composite-Fascia-Deck-Board/1000712838>
- Clear Vinyl Digitally Printed (FAMILY SEAL)
- Opaque White Vinyl (ORDER HERE TEXT ONLY)

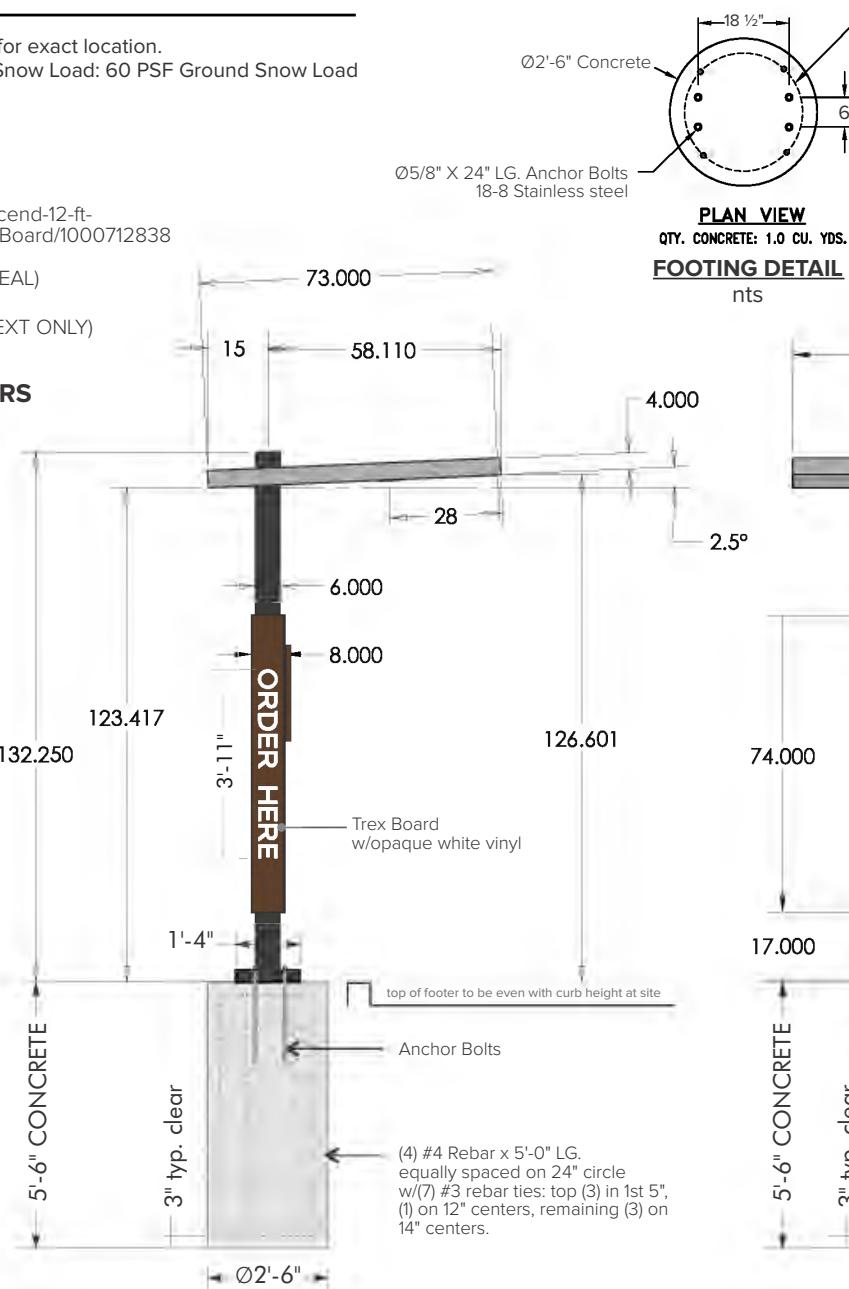
CABINET CANOPY PAINT COLORS

- Aluminum painted to match MS Black 7C
- Aluminum painted to match Matthews Brushed Silver



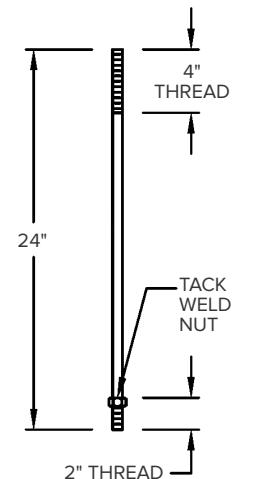
Trex Panel
SCALE: 1" = 1'-0"

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

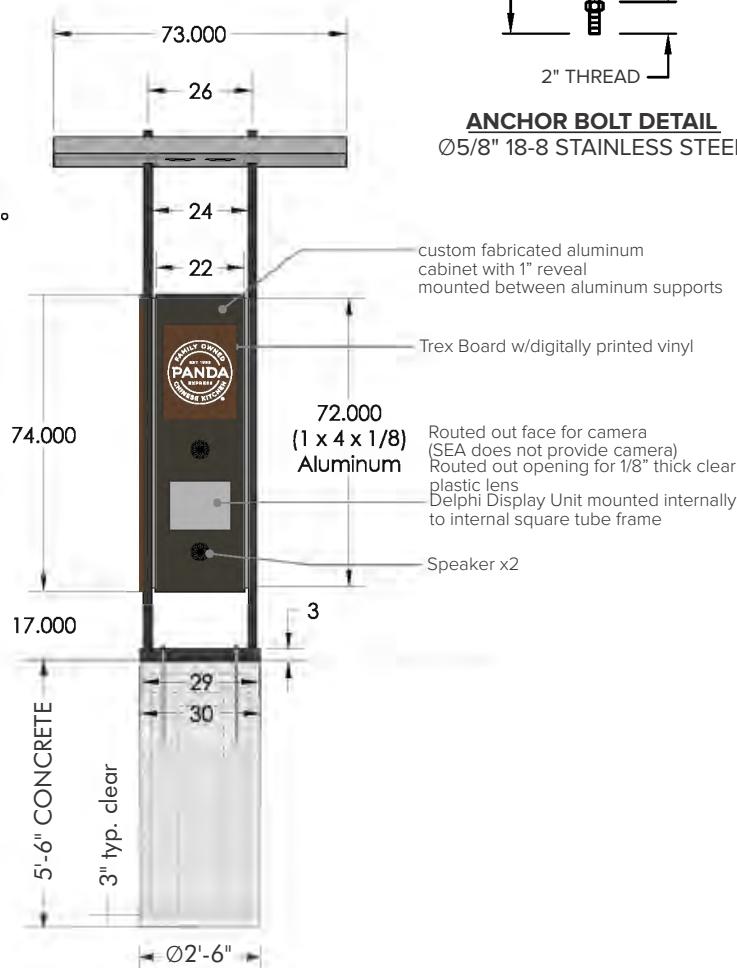


(4) #4 Rebar x 5'0" LG, equally spaced on 24" circle w/(7) #3 rebar ties: top (3) in 1st 5", (1) on 12" centers, remaining (3) on 14" centers.

PLAN VIEW
QTY. CONCRETE: 1.0 CU. YDS
FOOTING DETAIL



ANCHOR BOLT DETAIL



custom fabricated aluminum cabinet with 1" reveal mounted between aluminum supports

- Trex Board w/digitally printed vinyl
- Routed out face for camera (SEA does not provide camera)
Routed out opening for 1/8" thick clear plastic lens
- Delphi Display Unit mounted internally to internal square tube frame

— Speaker x?

D8

Non-Illuminated Directional - (Qty: 1)

Install new non-illuminated directional. Refer to site plan for exact location.
NOTE: Wind Load: 115 mph wind speed



COLOR SPECIFICATIONS

PAINT

PMS Black 7C

VINYL

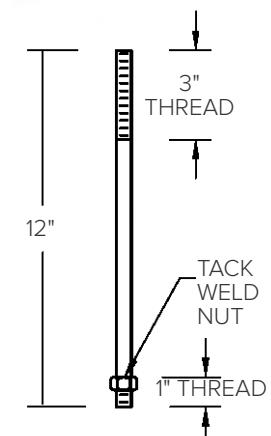
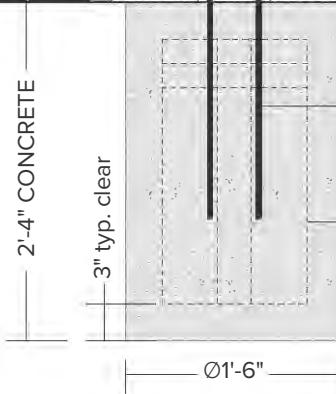
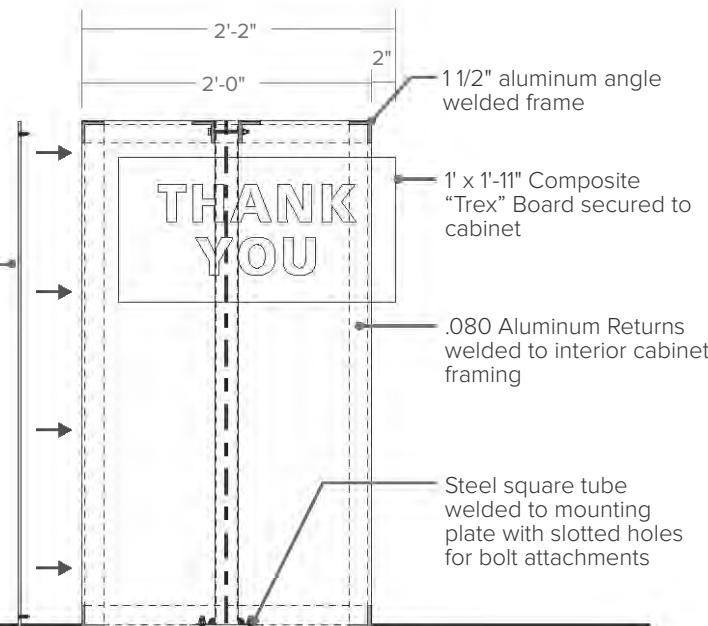
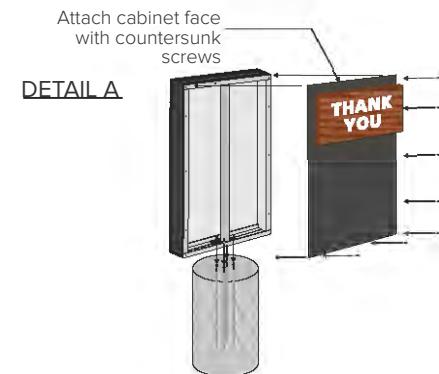
Reflective White Film

PANEL COLOR

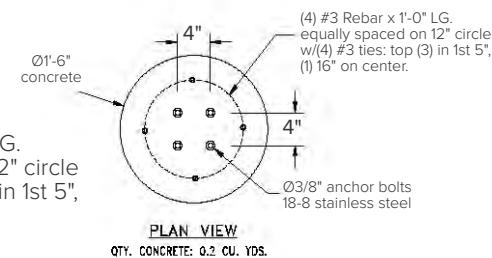
Spiced Rum

BACK SIDE
SQ FT = 2'

DO NOT ENTER



ANCHOR BOLT DETAIL
Ø3/8" 18-8 STAINLESS STEEL



FOOTING DETAILS
nts

S9

Custom Illuminated Monument - (Qty: 1)

Install new internally illuminated double-faced monument sign.
Refer to site plan for exact location.



COLOR SPECIFICATIONS

TOP CLADDING

.080" Aluminum sign cladding
Color: To match PMS Black 7C

RETAINER

.080" Routed aluminum ring with .040" welded return
Color: To match PMS Black 7C **on return edge only**
To match PMS 711C on face

FACE

.125" Routed aluminum cladding
Color: To match PMS Black 7C

BASE/SKIRT

Faux stone to match building.
Provided and installed by GC.

ILLUMINATED PANDA LOGO

Bayer Makrolon .77"
#7328 White LD Polycarbonate
 3M Scotchcal #3630-33 Red film
 3M #3630-22 Black film

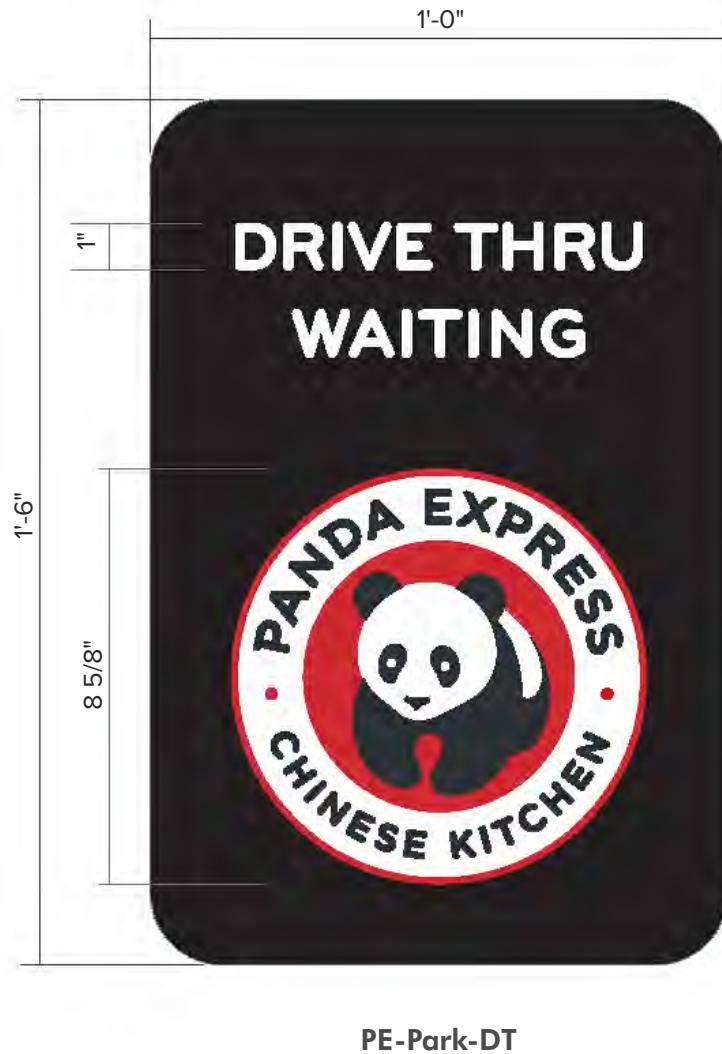
"DRIVE THRU" COPY

Bayer Makrolon .77"
#7328 White LD Polycarbonate

S10

Aluminum Parking Panel - (Qty: 2)

Install new aluminum parking panels and posts.
Refer to site plan for exact location.



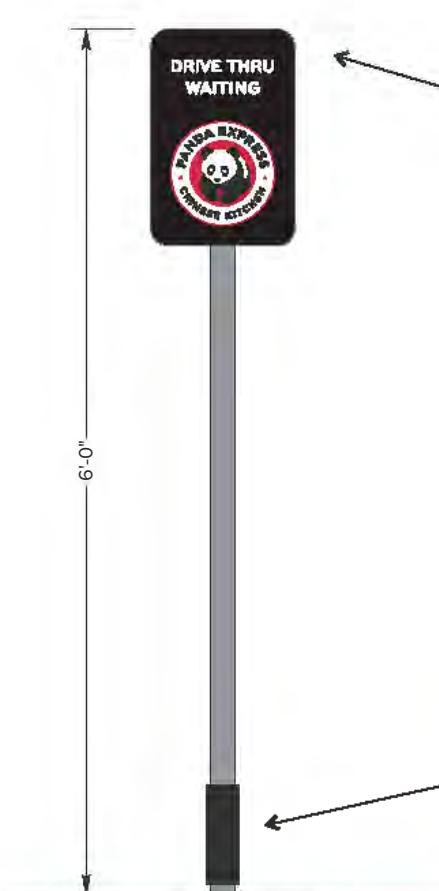
Scale | 1:4

COLOR SPECIFICATIONS

3M #680-10 White Scotchlite reflective vinyl

Background painted to match Akzo-Nobel Black, satin finish

Digitally printed graphics on 3M #680-10 White Scotchlite reflective vinyl to match Pantone 711C Red and Pantone Black C



Scale: 3/4" = 1'-0"



Existing panels mounted with sign brackets included with FlexPost order.

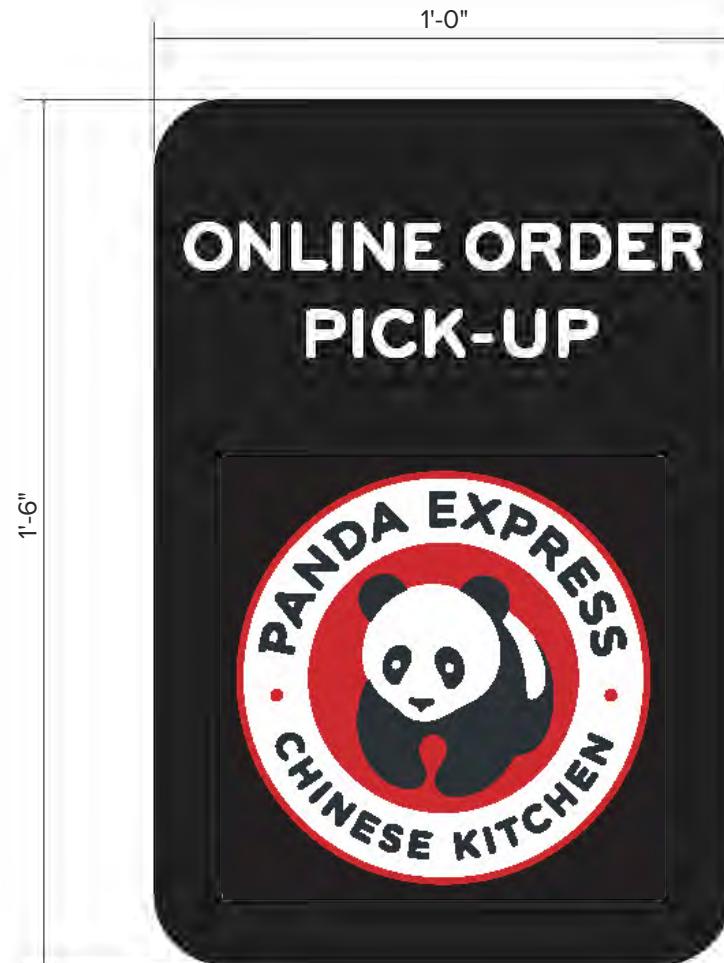


FlexPost 6' Sign Post: Natural Ground Model Part #K-2807.

S11

Aluminum Parking Panel - (Qty: 2)

Install new aluminum parking panels and posts; sign to be plate mounted. Refer to site plan for exact location.



PE-Park-Online

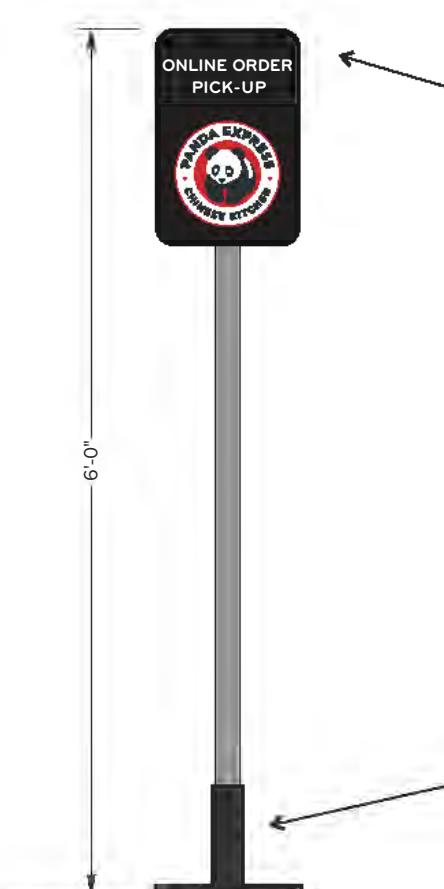
Scale | 1:4

COLOR SPECIFICATIONS

3M #680-10 White Scotchlite reflective vinyl

Background painted to match Akzo-Nobel Black, satin finish

Digitally printed graphics on 3M #680-10 White Scotchlite reflective vinyl to match Pantone 711C Red and Pantone Black C



Scale: 3/4" = 1'-0"



Panels mounted with sign brackets included with FlexPost order.



FlexPost 6' Sign Post: Concrete Model Part #K-2805.



Other attachments:

Included as part of original Plan Commission packet. For Board of Trustees meeting, included as exhibit to Village ordinance only.

Attachment 13:

Site Plan C04.0, dated 8.28.24 (11x17)

Attachment 14:

Grading Plan C05.0, dated 8.28.24 (11x17)

Attachment 15:

Storm Sewer Plan C06.0, 8.28.24 (11x17)

Attachment 16:

Utility Plan C07.0, dated 8.28.24 (11x17)

Attachment 17:

Landscaping Plan L01.0, dated 8.28.24 (11x17)

Attachment 18:

Floor Plan A-101, dated 7.31.24 (11x17)

Attachment 19:

Exterior Elevations A-200, dated 7.31.24 (11x17)

Attachment 20:

Exterior Elevations A-201, dated 7.31.24 (11x17)

Attachment 21:

Exterior Perspectives A-202, dated 7.31.24 (11x17)

Attachment 22:

Trash Enclosure A-300, dated 7.31.24 (11x17)

Attachment 23:

Truck Turn Analysis EX-01, dated 11.20.20 (11x17)

Attachment 24:

Traffic Plan Ex-02, dated 11.20.20 (11x17)

Attachment 25:

Photometric Plan dated 10.29.20 (11x17)

Attachment 26:

Plat of Easement for Public Utility dated 10.31.23 (11x17)

ORDINANCE NO. 24-O-_____

**AN ORDINANCE GRANTING SPECIAL USE PERMITS FOR A FAST FOOD
ESTABLISHMENT AND DRIVE-THROUGH USE AND GRANTING CERTAIN
VARIATIONS FROM TITLE 9 OF THE UNIFIED DEVELOPMENT ORDINANCE
PC 24-09: 7505 KINGERY HIGHWAY – PANDA EXPRESS**

WHEREAS, on or about August 9, 2024, Josh Hibbits of Panda Express, 1683 Walnut Grove Avenue, Rosemead, CA 91770, as applicant (“APPLICANT”) with approval from the property owner, True North Energy, LLC, 10346 Brecksville Road, Brecksville, OH 44141, (“OWNER”), filed an application with the Village of Willowbrook (“VILLAGE”), with respect to the property legally described in Exhibit “A” attached hereto which is, by this reference, incorporated herein (“SUBJECT REALTY”); and

WHEREAS, said application requested that the Village grant special use permits for a fast food establishment and associated drive-through for the SUBJECT REALTY and grant certain waivers from the requirements of the Unified Development Ordinance of the Village and a Comprehensive Sign Plan in conjunction with the proposed drive-through facility; and

WHEREAS, Notice of Public Hearing on said application was published in compliance with Section 9-9-03(B)(3)(c) of the Willowbrook Unified Development Ordinance in the *Chicago Sun Times* newspaper on October 22, 2024, which is at least fifteen (15) days, but less than thirty (30) days, prior to the public hearing date; a notice was mailed to all adjacent owners within two hundred-fifty (250) feet in each direction of the location of the SUBJECT REALTY at least fifteen (15) days, but less than thirty (30) days, prior to the public hearing date in compliance with Section 9-9-03(B)(3)(a) of the Willowbrook Unified Development Ordinance; and public notice was provided by posting on the property signs visible to the general public complying with the requirements of Sections 9-3-03(B)(3)(b) of the Willowbrook Unified Development Ordinance, for at least fifteen (15) consecutive days prior to the public hearing dates; and

WHEREAS, pursuant to said Notice, the Plan Commission of the Village of Willowbrook conducted a public hearing on or about November 6, 2024, as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, at said public hearing, the applicant provided testimony in support of said application and all interested parties had an opportunity to be heard; and

WHEREAS, the Plan Commission forwarded its recommendations, including its Findings of Fact, to the Mayor and Board of Trustees on or about November 25, 2024, a copy of which is attached hereto as Exhibit "B" which is, by this reference, made a part hereof; and

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook have received the recommendation of the Plan Commission pursuant to a memorandum dated November 25, 2024.

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

SECTION ONE: That the Zoning Map of the Village of Willowbrook be amended to reflect the granting of special use permits on the SUBJECT REALTY, pursuant to Sections 9-9-05 and 9-9-04 of the Unified Development Ordinance of the Village of Willowbrook, to allow the operation of a fast food establishment and associated drive-through use on the SUBJECT REALTY.

SECTION TWO: That pursuant to Title 9 entitled "Unified Development Ordinance", Chapter 9 entitled "Zoning Procedures", Section 9-9-04 entitled "Variations", of the Village Code, the following variations from the provisions of the United Development Ordinance be and the same are hereby granted:

1. Section 9-4-11(E)(2) to reduce the minimum distance from Residential for a drive-through structural element from 400 feet to 215 feet.
2. Section 9-4-11(E)(8) to allow a partial drive-through by-pass lane at a 12-foot width.
3. Section 9-5-01(B)(5)(a) to reduce the minimum interior side parking area setback from 10 feet to a 0-foot parking setback for the cross-access easement to the lot directly south of the property.
4. 9-5-02(E)1 to reduce the minimum landscape foundation plantings width around the building as follows:

- a. 3.3 feet at the north facade.
- b. 3.8 feet at the south facade.
- c. 6.5 feet at the east facade.
- d. 0.0 feet at the west facade.

5. Section 9-5-02(H)(a) to reduce the Transition Zone C Width from 15 feet to 13.3 feet.
6. Section 9-5-02(H)(c) to reduce the minimum understory tree count from 7 trees to 4 trees.
7. Section 9-5-02(H)(d) to reduce the Transition Zone C Canopy/Evergreen tree count from 7 evergreen trees to 6 evergreen trees.
8. Section 9-5-03(C)(1)(b) to reduce the minimum spacing between separate driveways from 300 feet to 74.2 feet to utilize the existing site access along 75th Street.
9. Section 9-5-03(C)(1)(b) to reduce the minimum spacing between separate driveways from 300 feet to 200.2 feet to utilize the existing site access along Kingery Hwy.
10. Section 9-5-08(B) to reduce the masonry percentage minimum, in the B District building elevation façade from:
 - a. 50% to allow 33% on the north/exterior side elevation.
 - b. 50% to allow 43% on the west/front elevation.
11. Section 9-5-08(B) to reduce the masonry percentage minimum, in the B District building elevation façade from 25% to allow 12% on the south/interior side elevation.
12. Section 9-5-08(B) to increase the EIFS/concrete percentage maximum, the B District building elevation façade from:
 - a. 15% to allow 40% on the north/exterior side elevation.
 - b. 15% to allow 38% on the west/front elevation.
13. Section 9-5-08(B) to increase the EIFS/concrete percentage maximum, the B District building elevation façade from:
 - a. 25% to allow 36% on the east/rear elevation.
 - b. 25% to allow 36% on the south/interior side elevation.
14. Section 9-5-08(D)(1) to reduce the B District transparency zone glazing front elevation minimum from 40% to allow 6%.
15. Section 9-5-08(D)(1) to reduce the B District transparency zone glazing exterior side minimum from 30% to 0%.
16. Section 9-5-09(F)(1) to increase the maximum lighting level from:

- a. 0.5 foot-candles at the property line to allow 1.1-foot candles at the south property line.
- b. 0.5 foot-candles at the property line to allow 1.5 foot-candles at the north property line.

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

- A. The SUBJECT REALTY shall be in substantial accordance with the plans and specifications which are ("APPROVED PLANS") attached hereto as Exhibit "C".
- B. The special use permit shall be null and void if construction for the proposed use is not commenced within eighteen (18) months of the date of any approval of the special use by the Village Board.
- C. The comprehensive sign plan is limited to two hundred ninety square feet (290 SF) of signage as proposed including one monument sign and four wall signs in substantial conformance with the sign package, dated September 25, 2024.
- D. A separate sign permit shall be obtained for the proposed building signage, pursuant to the Village Code.
- E. Provide a revised, signed, and dated cross access agreement with current dates to be reviewed by the Village Attorney and recorded at DuPage County.
- F. Provide a revised Traffic Regulation Agreement with current date and Village Administrator.
- G. All landscaped areas shall be constructed, and landscape material installed prior to the issuance of any permanent occupancy permit for the subject realty, or such earlier time, as is reasonably practical.
- H. Development shall occur generally in conformance with Site Plan C04.0, dated 8.28.24.
- I. Development shall occur generally in conformance with the final engineering plans that include Grading Plan C05.0, Storm Sewer Plan C06.0, and Utility Plan C07.0 dated 8.28.24.
- J. Development shall occur generally in conformance with the architectural plans dated 7.31.24.
- K. Development shall occur generally in conformance with the landscaping plan L01.10 dated 8.28.24.

L. Development shall occur generally in conformance photometric plan dated 10.29.20.

SECTION FIVE: That the Village Clerk is hereby authorized and directed to note the zoning grants made by this Ordinance upon the official Zoning Map of the Village of Willowbrook.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION SEVEN: 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 25th day of November, 2024.

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION

THE NORTH 170.0 FEET OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST RIGHT OF WAY OF STATE ROUTE 83, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 102.65 FEET EAST OF THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 256.24 FEET; THENCE SOUTH, ALONG A LINE PARALLEL WITH THE EAST RIGHT OF WAY LINE OF SAID STATE ROUTE 83, A DISTANCE OF 170 FEET; THENCE WEST, ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 256.24 FEET TO THE INTERSECTION OF SAID PARALLEL LINE WITH THE EAST RIGHT OF WAY OF SAID STATE ROUTE 83, WHICH POINT IS 102.45 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH, ALONG THE EAST RIGHT OF WAY LINE OF SAID STATE ROUTE 83, A DISTANCE OF 170.0 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-26-400-013

Commonly Known As: 7505 Kingery Highway, Willowbrook, Illinois 60527

EXHIBIT B

PLAN COMMISSION RECOMMENDATION AND FINDINGS OF FACT



Village of WILLOWBROOK

Mayor

Frank A. Trilla

Village Clerk

Gretchen Boerwinkle

Village Trustees

Mark L. Astrella

Sue Berglund

Umberto Davi

Michael Mistele

Gayle Neal

Gregory Ruffolo

Village Administrator

Sean Halloran

Chief of Police

Lauren Kaspar



Proud Member of the
Illinois Route 66 Scenic Byway

MEMORANDUM

MEMO TO: Frank A. Trilla, Mayor

Board of Trustees

MEMO FROM: John Wagner, Chairman, Plan Commission

DATE: November 25, 2024

SUBJECT: Zoning Hearing Case 24-09: Consideration and recommendation regarding a special use for a drive-through facility in the B – Community Shopping District, for a Panda Express restaurant including the list of variations from Title 9 of the Unified Development Ordinance as outlined in the staff report 24-09 and the comprehensive sign plan in conjunction with the proposed drive-through facility.

The applicant is Panda Express Inc., 1683 Walnut Grove Avenue, Rosemead, California, 91770.

At a regular meeting of the Plan Commission held on November 6, 2024, the above referenced application was discussed, and the following motion was made:

MOTION: Made by Vice Chairman Walec and seconded Commissioner Kaucky that, Based on the submitted petition and testimony presented, I move that the Plan Commission recommend to the Village Board, approval of the proposed special use for a drive-through facility in the B – Community Shopping District, for a Panda Express restaurant including the list of variations from Title 9 of the Unified Development Ordinance as outlined in the staff report 24-09 and the comprehensive sign plan in conjunction with the proposed drive-through facility and subject to the following conditions:

1. The special use permit shall be null and void if construction for the proposed use is not commenced within eighteen (18) months of the date of any approval of the special use by the Village Board.
2. The comprehensive sign plan is limited to two hundred ninety square feet (290 SF) of signage as proposed including one monument sign and four wall signs in substantial conformance with the sign package, dated September 25, 2024.
3. A separate sign permit shall be obtained for the proposed building signage, pursuant to the Village Code.
4. Provide a revised, signed, and dated cross access agreement with current dates to be reviewed by the Village Attorney and recorded at DuPage County.

5. Provide a revised Traffic Regulation Agreement with current date and Village Administrator.
6. All landscaped areas shall be constructed, and landscape material installed prior to the issuance of any permanent occupancy permit for the subject realty, or such earlier time, as is reasonably practical.
7. Development shall occur generally in conformance with Site Plan C04.0, dated 8.28.24.
8. Development shall occur generally in conformance with the final engineering plans that include Grading Plan C05.0, Storm Sewer Plan C06.0, and Utility Plan C07.0 dated 8.28.24.
9. Development shall occur generally in conformance with the architectural plans dated 7.31.24.
10. Development shall occur generally in conformance with the landscaping plan L01.10 dated 8.28.24.
11. Development shall occur generally in conformance photometric plan dated 10.29.20.

The following variations from the zoning ordinance were specifically included:

1. Section 9-4-11(E)(2) to reduce the minimum distance from Residential for a drive-through structural element from 400 feet to 215 feet.
2. Section 9-4-11(E)(8) to allow a partial drive-through by-pass lane at a 12-foot width.
3. Section 9-5-01(B)(5)(a) to reduce the minimum interior side parking area setback from 10 feet to a 0-foot parking setback for the cross-access easement to the lot directly south of the property.
4. 9-5-02(E)1 to reduce the minimum landscape foundation plantings width around the building as follows:
 - a. 3.3 feet at the north façade
 - b. 3.8 feet at the south façade
 - c. 6.5 feet at the east façade
 - d. 0.0 feet at the west facade
5. Section 9-5-02(H)(a) to reduce the Transition Zone C Width from 15 feet to 13.3 feet.
6. Section 9-5-02(H)(c) to reduce the minimum understory tree count from 7 trees to 4 trees.
7. Section 9-5-02(H)(d) to reduce the Transition Zone C Canopy/Evergreen tree count from 7 evergreen trees to 6 evergreen trees.
8. Section 9-5-03(C)(1)(b) to reduce the minimum spacing between separate driveways from 300 feet to 74.2 feet to utilize the existing site access along 75th Street.
9. Section 9-5-03(C)(1)(b) to reduce the minimum spacing between separate driveways from 300 feet to 200.2 feet to utilize the existing site access along Kingery Hwy.
10. Section 9-5-08(B) to reduce the masonry percentage minimum, in the B District building elevation façade from:
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12. Section 9-5-08(B) to increase the EIFS/concrete percentage maximum, the B District building elevation façade from:
 - a. 15% to allow 40% on the north/exterior side elevation.
 - b. 15% to allow 38% on the west/front elevation.
13. Section 9-5-08(B) to increase the EIFS/concrete percentage maximum, the B District building elevation façade from:
 - a. 25% to allow 36% on the east/rear elevation.
 - b. 25% to allow 36% on the south/interior side elevation.
14. Section 9-5-08(D)(1) to reduce the B District transparency zone glazing front elevation minimum from 40% to allow 6%.
15. Section 9-5-08(D)(1) to reduce the B District transparency zone glazing exterior side minimum from 30% to 0%.
16. Section 9-5-09(F)(1) to increase the maximum lighting level from:
 - a. 0.5 foot-candles at the property line to allow 1.1-foot candles at the south property line.
 - b. 0.5 foot-candles at the property line to allow 1.5 foot-candles at the north property line.

ROLL CALL: AYES: Chairman Wagner, Vice Chairman Walec, Commissioners Baksay, Kanaverskis, Kaczmarek, Kaucky, and Louise.

NAYS: None.

ABSENT: None

MOTION DECLARED CARRIED

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

JW:mk

EXHIBIT B (CONTINUED)

FINDINGS OF FACT

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: Panda Express is a nationwide, experienced restaurateur that has developed many sites prior to this one. Establishment, maintenance, or operation of the proposed Panda Express Drive-Thru Restaurant will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

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

Finding: The proposed Panda Express Drive-Thru Restaurant will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The proposed improvements made to an old site will be a major upgrade to what exists there now.

- (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: Establishment of the proposed Panda Express Drive-Thru Restaurant will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. The entire surrounding area is already developed.

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

Finding: Adequate utilities, access (drives), drainage, and/or other necessary facilities will be engineered, permitted and constructed in accordance with local requirements for the proposed Panda Express Drive-Thru Restaurant.

- (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: Site layout, access drives, parking, signage, pavement markings and estimated drive-thru queueing were analyzed to provide ingress and egress so designed as to minimize traffic congestion in the public streets for the proposed Panda Express Drive-Thru Restaurant. Furthermore, in accordance with the ITE Trip Generation 10th Edition, traffic generated from the

proposed land use will be substantially lower than existing traffic generated from the current land use.

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

Finding: The proposed Panda Express Drive-Thru Restaurant shall conform to the applicable regulations of the “B-Community Shopping District” with the exception of Variations approved by the Village Board pursuant to the recommendation of the Plan Commission.

FINDINGS OF FACT

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 subject property for the proposed Panda Express Drive-Thru Restaurant is a substandard size lot for the B district and 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. The requested variations are needed to provide a site which has economic viability and can be operated safely with good access and parking.

(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 requested variations will not merely serve as a convenience for the proposed Panda Express Drive-Thru Restaurant, but rather are necessary for any business development on the existing substandard lot. The small size of this lot creates a hardship that can only be remedied with the variations requested so that a safe efficient operation can be maintained.

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

Finding: The alleged hardships were not created by any person presently having a proprietary interest in the premises and proposed Panda Express Drive-Thru Restaurant. Previous Variations approved for the site under Ordinance 94-O-16 are similar to the variations being requested herein so that the site could yield a reasonable return. The size and dimensions of the lot were preexisting.

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

Finding: Proposed Variations for the proposed Panda Express Drive-Thru Restaurant will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood as they were previously granted for the existing uses on the property with no negative impacts on surrounding property.

(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: Proposed Variations for the proposed Panda Express Drive-Thru Restaurant 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.

(F) The proposed variation will not alter the essential character of the locality.

Finding: Proposed Variations for the proposed Panda Express Drive-Thru Restaurant will not alter the essential character of the locality as the restaurant will conform to the existing surrounding area uses. As they were previously granted for this site so the new development is consistent with what previously existed as far as variations.

(G) The proposed variation is in harmony with the spirit and intent of this title.

Finding: Proposed Variations for the proposed Panda Express Drive-Thru Restaurant are in harmony with the spirit and intent of the Unified Development Ordinance.

EXHIBIT C

APPROVED PLANS



PANDA EXPRESS
CHINESE KITCHEN

1000 Natick Street

Rosemead, California

91770

Telephone: (626) 961-1399

GENERAL ELECTRICAL
EQUIPMENT CONTRACTOR

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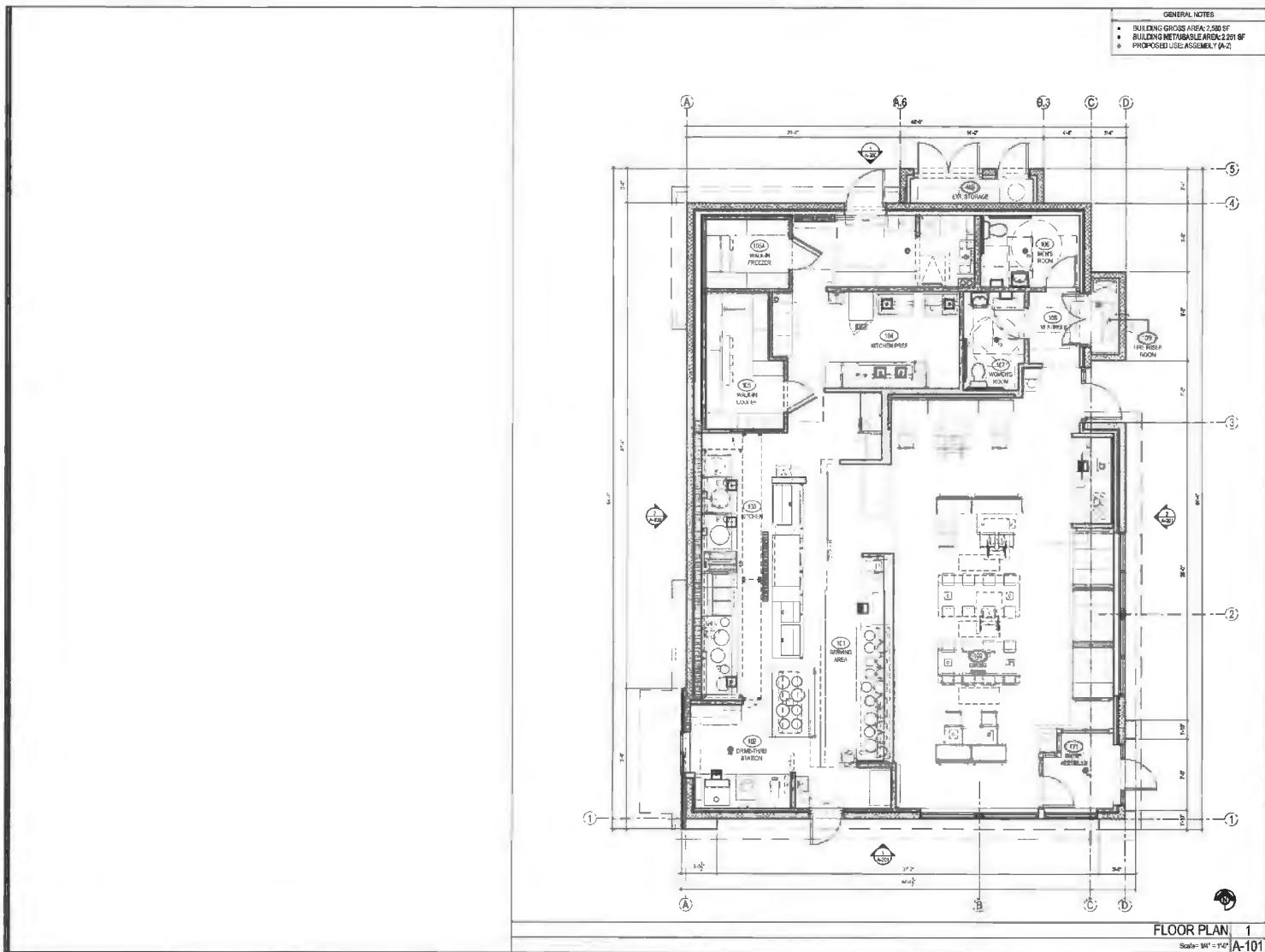
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PANDA EXPRESS, INC.
1030 Walnut Grove Ave.
Roseville, California
95747
Telephone 916.758.8500
Facsimile 916.752.4238

These designs, drawings and plans are the property of Panda Express, Inc. and are to be used only for the construction of the building described in the plans. Any unauthorized use, sale, or distribution of these designs, drawings or plans is a violation of law and is subject to criminal and civil penalties.

REVISIONS

ISSUE DATE:
PC SUBMITTAL 07-31-24

DESIGNER: RCP MFT

PANDA PROJECT #: 5802-07058
PANDA STORE #: 5802-07058
ARCH PROJECT #: JCDT18-0103

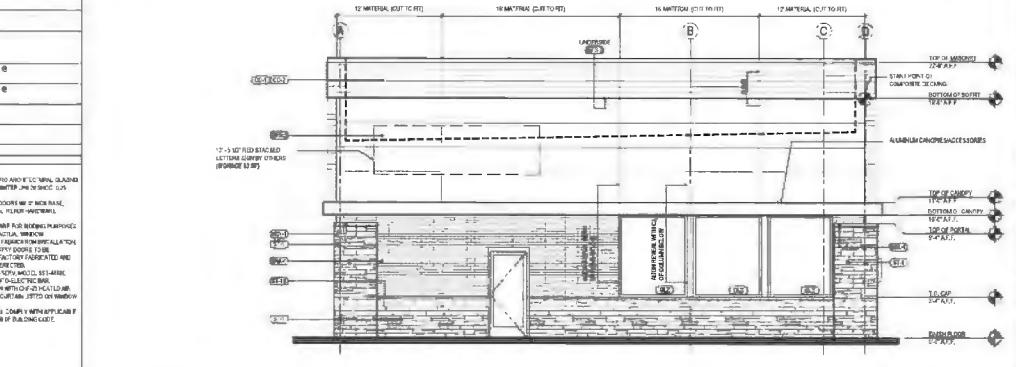
NORR

PANDA EXPRESS
TRUE WARM & WELCOME
1030 S. WINGERT HWY
WALCOTT, IOWA 50587

A-101

FLOOR PLAN

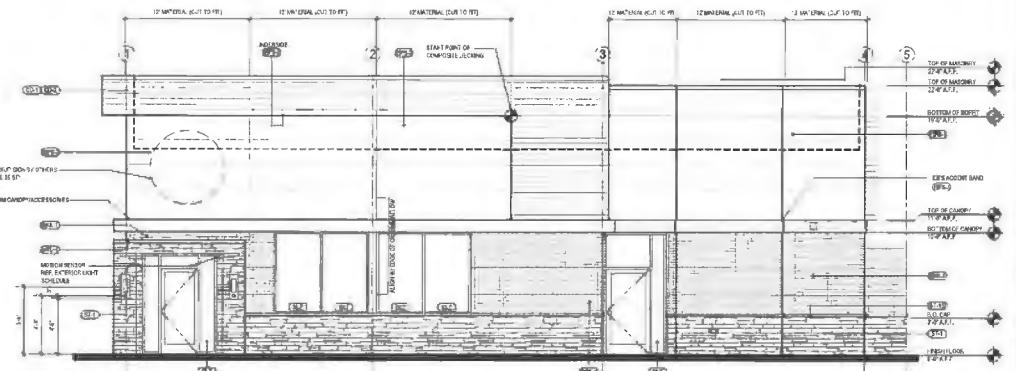
TRUE WARM & WELCOME
1030 S. WINGERT HWY
WALCOTT, IOWA 50587



SOUTH ELEVATION 1

Scale: 3/4" = 1-0' A-201

FAACADE COVERAGE		JULY 31			
MTHLY ELEV 400 SF		W/F ST 111 V 1,400 SF	300H F/F/E/W 120 SF	EAST/WEST 1,400 SF	W/N/S/E 1,400 SF
W/F ST 111 V (REC.)	30%	240 SF	72 SF	198 SF	198 SF
W/F ST 111 V REC.	40%	360 SF	108 SF	360 SF	360 SF
W/N/S/E REC.	70%	1000 SF	300 SF	1000 SF	1000 SF
W/N/S/E REC.	70%	1000 SF	270 SF	1000 SF	1000 SF
W/N/S/E REC.	70%	1000 SF	300 SF	1000 SF	1000 SF
W/N/S/E REC.	70%	1000 SF	300 SF	1000 SF	1000 SF
W/N/S/E REC.	70%	1000 SF	300 SF	1000 SF	1000 SF



EAST ELEVATION 2

Series 101-100 A 201



PANDA EXPRESS INC.
1683 Walnut Grove Ave.
Rosemead, California
91770
Telephone: 626/799-1884
Fax: 626/372-4296

your drawings, arrangements or designs must be
submitted. Our drawings are the property of Fas-
tastic and we encourage their use on the specific
site. Please note, though, that you are responsible for

RECOMMENDED

RECEIVED
THE SUBMITTAL 07-3

104/105

NORF

PANDA EXPRESS
TRUE WARM & WELCOME
7505 S. KINGERY HWY
WILLIAMSBURG, VA 23185

A-201

EXTERIOR ELEVATIONS

FAÇADE COVERAGE			
HORN-FLEX 100% SF	WEFT-FLEX 100% SF	DOOR-FLEX 100% SF	GATE-FLEX 100% SF
27% 240 SF	27% 240 SF	17% 153 SF	16% 144 SF
40% 360 SF	35% 315 SF	30% 270 SF	30% 270 SF
17% 153 SF	17% 153 SF	17% 153 SF	16% 144 SF
10% 90 SF	10% 90 SF	10% 90 SF	10% 90 SF



PERSPECTIVE FACING SOUTHWEST 2
SHEET A-202



PERSPECTIVE FACING NORTHEAST 1
SHEET A-202



PANDA EXPRESS, INC.
1600 Wilshire Green Area,
Reseda, California
91335
Telephone 800 768-5000
Telex 624-372-2281

All other design and trademarks are the property of the Panda Express Corporation. Panda Express is a registered trademark of the Panda Express Corporation. The Panda Express logo is a registered trademark of the Panda Express Corporation.

REVISIONS:

ISSUE DATE:

SUBMITIAL 07-31-94

URGENT BY: 48H (P)

PRINTED BY: _____
PANDA STORE #: 68-220508
ARCH PROJECT #: JCDT10403

NORR

PANDA EXPRESS
TRUE WARM & WELCOME
100 S. RIVERGATE HWY
VALLEJO, CA 94590

A-202

EXTERIOR
PERSPECTIVES



PANDA EXPRESS, INC.
1883 Walnut Grove Ave.
Rosemead, California
91770
Telephone: 800-399-8668

These design arrangements and their influence on the way in which the firm is run are the primary focus of this study. In addition, the way in which the firm is run is also examined. The specific purpose of this study is to examine the relationship between the design of the firm and the way in which the firm is run, and to determine whether the way in which the firm is run is related to the performance of the firm.

ANS / DNS:

THE DATE:

2001 ETC

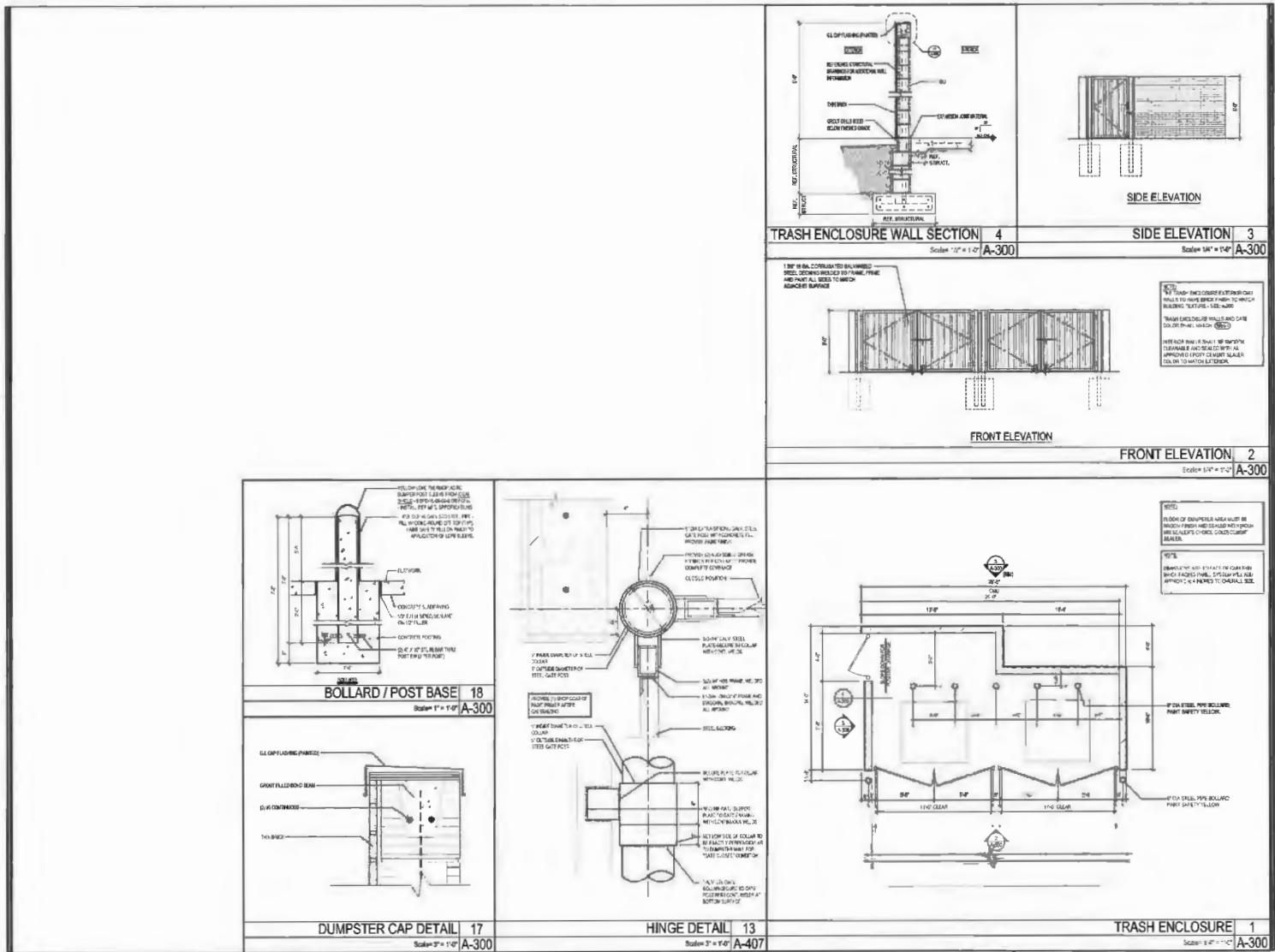
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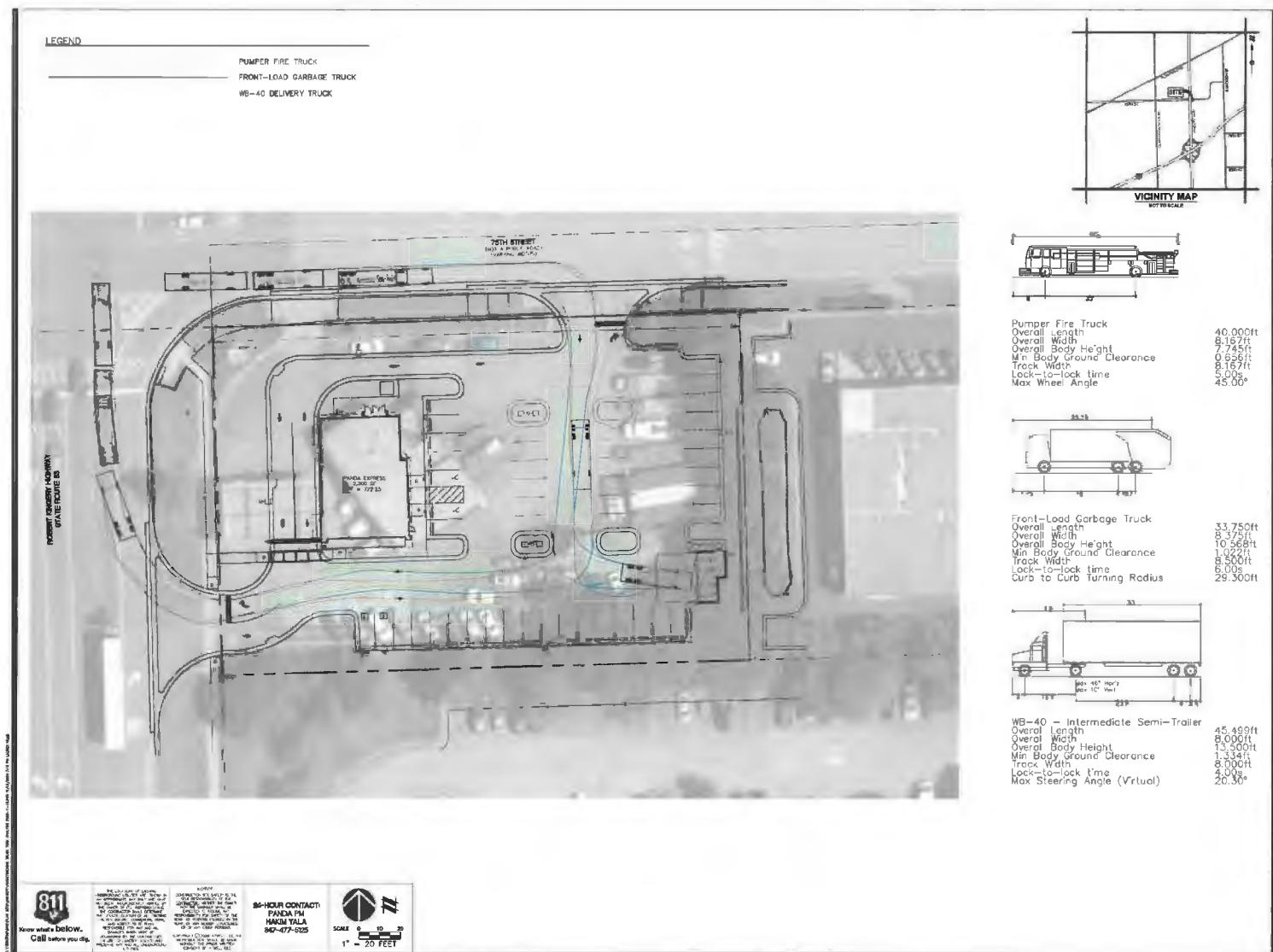
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PANDA EXPRESS
TRUE WARM & WELCOME
7505 S. KINGERY HWY
WILLOWBROOK, IL 60527

A-300

TRASH ENCLOSURE
DETAILS

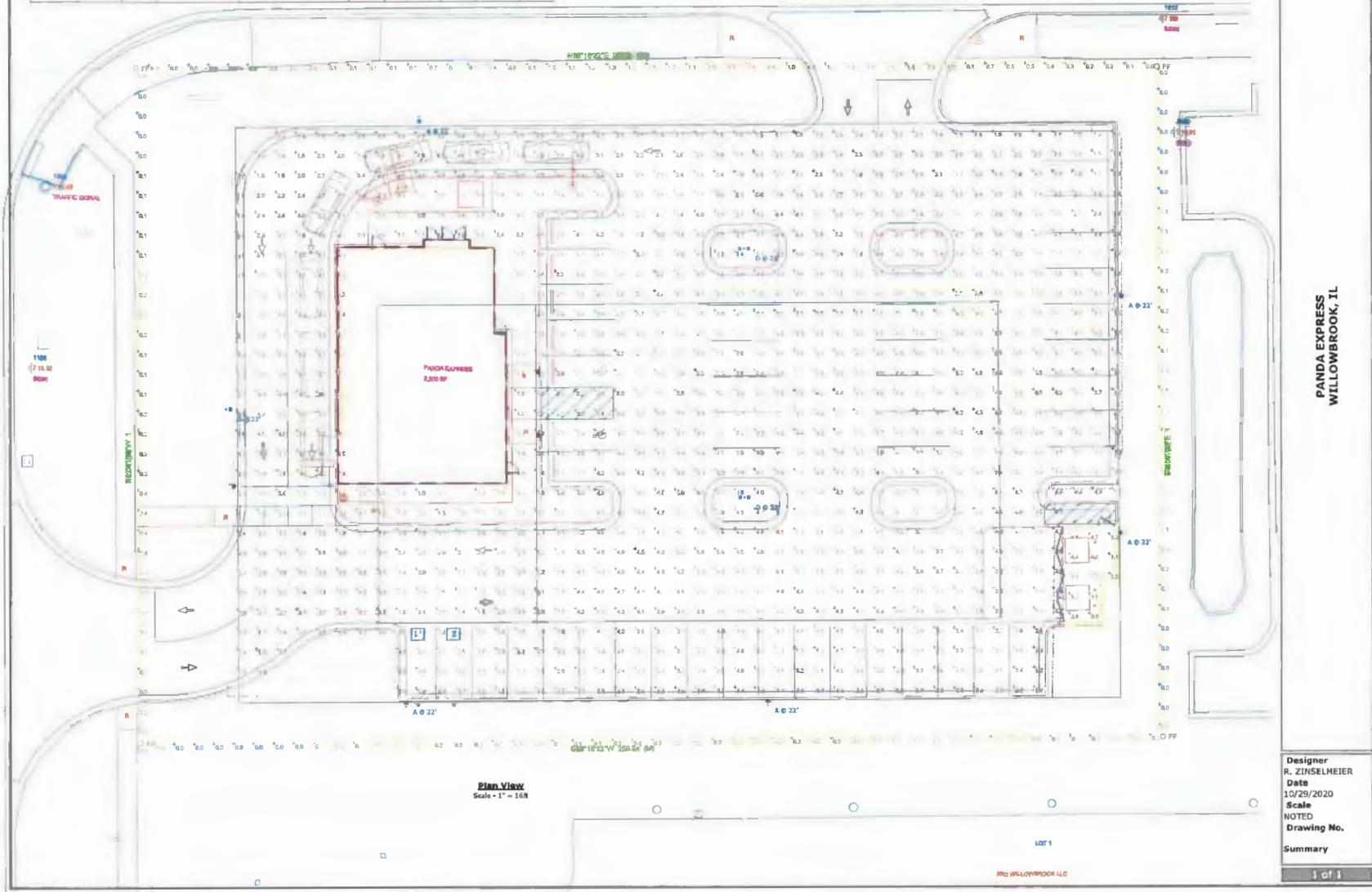




Schedule							
Symbol	Label	CTC	Category Number	Description	Number	Quantity	Cost per Lamp
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<input type="checkbox"/>	B	0	SLM-LED-18L-SL#-3-70CR#-L	CONTACT RYAN ZINSBMEIER-314-531-2600	1	SLM-LED-18L-SL#-3-70CR#-L	149.5
<input type="checkbox"/>	D	2	SLM-LED-18L-SL#-PT-60-75CR#-L	CONTACT RYAN ZINSBMEIER-314-531-2600	1	SLM-LED-18L-SL#-PT-60-75CR#-L	297

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
CALC SUMMARY PAVED SURFACE	+	3.4 fc	8.1 fc	1.0 fc	6.1:1	3.4:1
CALC SUMMARY PROPERTY LINE	+	0.3 fc	1.5 fc	0.0 fc	N/A	N/A
TRASH ENCLOSURE	+	3.7 fc	4.7 fc	2.6 fc	1.8:1	1.4:1

Note
1. MOUNTING HEIGHT OF 22' (20' POLE)
2. CALCULATIONS TAKEN AT GROUND LEVEL
3. CONTACT VILLA LIGHTING - RYAN ZINSELMER -
RYAN.ZINSELMER@VILLALIGHTING.COM - 314-531-2600





BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 7

DATE: November 25, 2024

SUBJECT: DESIGN ENGINEERING SERVICES FOR BORSE MEMORIAL COMMUNITY PARK PROJECT – PHASE III

- a. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL CONDITIONS FOR PROFESSIONAL ENGINEERING SERVICES FOR DESIGN ENGINEERING SERVICES FOR THE BORSE MEMORIAL COMMUNITY PARK PROJECT – PHASE III BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK AT A TOTAL COST NOT TO EXCEED \$140,000.00
- b. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES FOR THE BORSE MEMORIAL COMMUNITY PARK PROJECT – PHASE III BETWEEN UPLAND DESIGN, LTD AND THE VILLAGE OF WILLOWBROOK FOR A TOTAL COST NOT TO EXCEED \$84,600.00

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Dustin Kleefisch, Director of Parks and Recreation
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

To pass a resolution approving a proposal from Christopher B Burke Engineering LTD for design engineering services for Borse Memorial Community Park Phase III project.

BACKGROUND/SUMMARY

Borse Memorial Community Park will enter the final phase of its redevelopment project in 2025. Phase III will be the largest and most intricate phase of the project, involving a variety of new and renovated amenities. The planned scope for this phase includes:

- Pathway renovation
- Pavilion and restroom building
- Splash pad
- Playground for children aged 2–12
- Pollinator walk
- Multiple shelters
- Renovation of three (3) softball fields
- Renovation of one (1) basketball court
- Addition of a Veterans Memorial

To support the design and engineering of this significant redevelopment, the Village has engaged Christopher B. Burke Engineering, Ltd. (CBBEL) as the lead engineer, leveraging their role as the Village Engineer. Upland Design will continue to assist with specific tasks, as they have been the Park Engineer since 2023.



Scope of Services

CBBEL has prepared a comprehensive scope of services for Phase III, which includes the following twelve tasks:

1. Topographic Surveys
2. Field Reconnaissance
3. Letter Report
4. Request for Jurisdictional Determination and Boundary Confirmation
5. US Army Corps of Engineers Application
6. DuPage County Tabular Permit Submittal
7. Wetland Review Agency Coordination
8. Detention Storage & Post-Construction Best Management Practices (PCBMP) Calculations
9. Compensatory Storage Calculations
10. Plans, Specifications, and Estimate (PS&E)
11. Geotechnical Reports
12. Project Management/Administration

The not-to-exceed amount for these design engineering services is **\$140,000**.

Upland Design will provide additional support through the following tasks:

1. Design Development
2. Construction Documents and Permit Assistance
3. Bidding Assistance

The not-to-exceed amount for these design engineering services is **\$84,600**.

Collaboration

Under this arrangement, Christopher B. Burke Engineering will serve as the lead engineer, managing the larger and more complex aspects of the project. Upland Design will focus on smaller tasks and specific design elements, ensuring continuity in their role as the Park Engineer since 2023. This collaborative approach will ensure the successful completion of Phase III, delivering high-quality amenities for the community.

FINANCIAL IMPACT

The proposed cost for engineering services from Christopher B Burke Engineering LTD for the Borse Memorial Community Park Phase III project is in the amount not to exceed of \$140,000.00. The proposed not to exceed cost for engineering services for Upland is \$84,600.

RECOMMENDED ACTION:

Staff recommends approval of the proposals from Christopher B Burke Engineering LTD and Upland Design for Phase III of the Borse Memorial Community Park project.

RESOLUTION NO. 24-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN AGREEMENT AND FIRST AMENDMENT TO GENERAL CONDITIONS
FOR PROFESSIONAL ENGINEERING SERVICES FOR DESIGN
ENGINEERING SERVICES FOR THE BORSE MEMORIAL COMMUNITY
PARK PROJECT – PHASE III BETWEEN CHRISTOPHER B. BURKE
ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK AT A
TOTAL COST NOT TO EXCEED \$140,000.00**

WHEREAS, the Corporate Authorities of the Village of Willowbrook (the “Village”) have determined that it is in the best interest of the Village to enter into a professional engineering services agreement with Christopher B. Burke Engineering, Ltd. (“CBBEL”) for professional engineering services and First Amendment to General Conditions related to design engineering services for the Borse Memorial Community Park Project – Phase III for the Village of Willowbrook at a total cost not to exceed One Hundred Forty Thousand and 00/100ths Dollars (\$140,000.00); and

WHEREAS, the Village has a past satisfactory relationship with CBBEL for the provision of professional engineering services; and

WHEREAS, the Village desires to retain CBBEL to provide the aforesaid professional engineering services to the Village.

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

SECTION 1: The foregoing recitals are found to be true and correct and are incorporated as if fully set forth herein.

SECTION 2: That the certain Proposal and Agreement, including General Conditions and First Amendment to General Conditions, by and between the Village of Willowbrook and Christopher B. Burke Engineering, Ltd. for design engineering services for the Borse Memorial

Community Park Project – Phase III on behalf of the Village, be and is hereby approved and the Mayor and Village Clerk be and the same are hereby authorized to execute and attest, all on behalf of the Village of Willowbrook, that certain Professional Services Agreement, attached hereto as Exhibit “A” and made a part hereof, and General Conditions and First Amendment to General Conditions, attached hereto as Exhibit “B” and made a part hereof.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 25th day of November, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

Christopher B. Burke Engineering, Ltd.
Professional Services Agreement



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

November 11, 2024

Village of Willowbrook
Department of Public Works
835 Midway Drive
Willowbrook, Illinois 60527

Attention: Rick Valent, Director of Public Works

Subject: Proposal for Professional Design Engineering Services
Borse Memorial Community Park Renovations Project: Phase III

Dear Mr. Valent:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for design engineering services for the final phase of the Borse Memorial Community Park Renovations Project. The proposal includes our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

We understand the Village of Willowbrook would like to proceed with the next steps of Phase III development of the Borse Memorial Community Park Renovations project with Christopher B. Burke Engineering Ltd. (CBBEL) as lead and Upland Design Ltd. as a subconsultant. The project includes the following components:

- Multi-use Trail Renovation
- Pavilion and Restroom Building
- Splash Pad
- 2–12-Year-Old Playground
- Shelter at Playground
- Softball Field Renovations - 3 Fields
- Pavilion at Sports Courts
- Basketball Court Renovation-1 Court
- Veterans Memorial
- Pollinator Walk

SCOPE OF SERVICES

DESIGN ENGINEERING SERVICES:

Task 1 – Topographic Survey: CBBEL will begin the process with the assembly of previous topographic information of the site. This information will be reviewed against the current state of the entire park site. Areas that require supplemental survey will be identified and performed. The following scope items will be included in this task:

- Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on NGS Control Monumentation.
- Vertical Control: CBBEL will establish benchmarks and assign elevations to the horizontal control points. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum).
- Topographic Survey: CBBEL will field locate all pavements, driveways, bike path, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, crossroad culverts, etc. within the project limits. Field location of all above ground utilities including, but not limited to water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. Identify size, type, rim, and invert elevations.
- Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located.
- Tree Survey: CBBEL will locate all trees over 6" inches in diameter within 25' of existing bridges for the project in order to assess potential tree impacts, if any, associated with the project. The located trees will be identified by species (deciduous or coniferous) and the size and condition determined as appropriate.
- Base Mapping: CBBEL will compile all the above information onto base maps at 1"=20' scale that is representative of existing conditions for use as the base sheet for the construction of any public or private improvements.

NOTE: Boundary/Land Acquisition Survey, Plats of Easement, and Right-of-Way/Plat of Highway Scope of Services and JULIE Utility Coordination are not included in this proposal

Task 2 - Field Reconnaissance: An investigation of the project site will be completed to delineate the limits of wetlands and waters of the United States present. The delineation will be completed based on the methodology established by the U.S. Army Corps of Engineers. Also, during the site visit, wildlife and plant community qualities will be assessed. The limits of the wetland community will be field staked so that they can be professionally surveyed by others in relation to the project coordinate system. We also will locate the delineated boundaries using a submeter accuracy handheld GPS unit.

Task 3 – Letter Report: The results of the field reconnaissance will be summarized in a letter report. The wetlands' generalized quality ratings, according to the Swink and Wilhelm Methodology (1994), will be included along with exhibits depicting the approximate wetland and project boundaries, National Wetland Inventory, Soil Survey, floodplain, USGS topography, site photographs and their locations, and the U.S. Army Corps of Engineers

(USACE) Routine On-Site Data Forms. If the delineation is field surveyed, that will be used as our base wetland boundary map, otherwise we will use the best available aerial photograph.

Task 4 – Request for Jurisdictional Determination and Boundary Confirmation: If necessary, CBBEL will prepare and submit a request for a Jurisdictional Determination to the US Army Corps of Engineers to determine if that agency will regulate any onsite waters or wetland.

Task 5 – US Army Corps of Engineers Application: If required, CBBEL Environmental Resources Staff will prepare the Corps of Engineers Permit Application. This information will include the required exhibits, specifications, data, and project information. This information will also be compiled and assembled for placement in a permit application package to the Illinois Environmental Protection Agency.

This task includes completion of initial coordination with the Illinois Department of Natural Resources (IDNR) and the US Fish and Wildlife Service (USFWS) regarding threatened and endangered species. If detailed coordination is necessary, a supplemental proposal will be provided to cover the cost of the additional required services.

We have assumed the application will be processed as a Nationwide Permit. If the application is processed as an Individual Permit, a supplemental proposal will be prepared to cover the cost of the required additional services.

Task 6 – DuPage County Tabular Permit Submittal: The Village is a full waiver community and can issue stormwater certification for projects as they relate to site stormwater runoff and development in special management areas. CBBEL will prepare a tabular permit submittal demonstrating compliance with the DCSFO. CBBEL Environmental Resources Staff will assist in preparation of the wetland, waters, and buffer portions of the County/Village Stormwater Management Permit Application. This information will include the required exhibits, specifications, data, and project information. This permit submittal will include all supporting documents, calculations, and exhibits required as part of a tabular submittal showing how the project meets the intent of the DCSFO.

Task 7 – Wetland Review Agency Coordination: If required, during the permit review process, we expect to have meetings with the regulatory agencies, project engineer, and client. We also expect to have to prepare responses to comments received during the review process. We have budgeted for attendance at two meetings and included budget to cover the cost of submittal of two responses to comments. If additional meetings, or responses to comments, are required they will be billed on a time and materials basis.

Task 8 – Detention Storage & PCBMP Calculations: Based on the Phase III Master Plan, there will be an increase of greater than 25,000 square feet of impervious area. Therefore, both stormwater detention and post-construction best management practices (PCBMPs) will be required. CBBEL will compute the required detention associated with the Phase III improvements. The concept plan prepared by Upland Design indicates that an area has been allocated for detention in addition to a rain garden, which will count toward required PCBMPs. If it is determined that this volume is not adequate, we will provide a concept grading plan for detention storage and/or PCBMPs to meet the DuPage County Stormwater and Floodplain Ordinance (DCSFO). It is assumed that detention storage and PCBMPs have been provided separately for Phases I and II and will not need to be provided in addition to the Phase III requirements.

Task 9 – Compensatory Storage Calculations: CBBEL will compute the flood storage volumes below the 10- and between the 10- to 100-year elevations that exist within the improvement areas of Borse Park. The flood elevations used for these calculations will be taken from the Flood Insurance Study for DuPage County and Incorporated Areas for Sawmill Creek. We will compute the volume of fill in each increment and determine the required compensatory storage volume. After computing this volume, a conceptual grading plan will be prepared for Borse Park showing the area required to meet the Ordinance compensatory storage requirements. This conceptual grading plan will be provided to the Village for review and comment prior to the completion of final engineering plans. In addition, CBBEL will compute the minimum elevations for various components of the building for building protection requirements.

Task 10 - Plans, Specifications and Estimate: CBBEL and Upland Design will prepare plans, specifications, and cost estimate for the Borse Park Phase III based on the design development plans provided by Upland. CBBEL will incorporate Upland Design's plans into a comprehensive bid package. A breakdown of the anticipated plan sheets and the associated responsibilities are as follows:

SHEET #	BID PLANS	UPLAND	CBBEL
C	Cover Sheet		✓
GN	General Notes		✓
EC-1 thru 2	Erosion Control Details		✓
R&P-1 thru R&P-4	Removals and Protection		✓
SD-1 thru SD-4	General Layout (Design Development layout by Upland)		✓
SD-5 thru SD-9	General Grading		✓
SD-10 thru SD-17	Detail Layout and Grading		✓
	SD-10 Pavilion and Restroom Building	✓	
	SD-11 Splash Pad	✓	
	SD-12 New Playground	✓	
	SD-13 Shelter and Concession		
	SD-14 Softball Field Renovations		✓

SHEET #	BID PLANS	UPLAND	CBBEL
	SD-15 Pavilion and Sports Courts (pavilion by Upland, courts by CBBEL)		✓
	SD-16 Basketball Court Renovation		
	SD-17 Veterans Memorial	✓	
	SD-17 Pollinator Walk	✓	
SD-18 thru SD-26	Element Details		
	SD-18 Pavilion and Restroom Building (mechanical, storm, structural and water for Shelter/Restroom by CBBEL)	✓	

	SD-19 Splash Pad (CBBEL to bring water, sewer and electric to the splash pad and assist with engineering)	✓
	SD-20 New Playground	✓
	SD-21 Shelter and Concession	✓
	SD-22 Softball Field Renovations	✓
	SD-23 Pavilion and Sports Courts	✓
	SD-24 Basketball Court Renovation	✓
	SD-25 Veterans Memorial	✓
	SD- 26 Pollinator Walk	✓
	MECHANICAL	
M-1	Sanitary Sewer Service	✓
M-2	Water Service	✓
M-3	Electrical Service	✓
M-4 thru M-5	Pavilion and Restroom Building	✓
	M-4 Sanitary Sewer and Water	✓
	M-5 Electrical and Lighting	✓
M-6 thru M-10	Splash Pad – Coordination of design plans	✓
	M-6 Storm Sewer and Water	✓
	M-7 Electrical	✓
	Shelter and Concession	✓
	M-8 Sanitary Sewer and Water	✓
	M-9 Electrical and Lighting	✓
	Pavilion	✓
	M- 10 Electrical and Lighting	✓
	LANDSCAPE	
L-1 thru L-4	General Landscape Restoration	✓
	L-5 Splash Pad & Playground Detail	✓
	L-6 Veterans Memorial Detail	✓
	L-7 Pollinator Walk Detail	✓
	L-8 Site Furniture Location Plan	✓
	L-9 Site Furniture Details	✓

Task 11 – Geotechnical Reports: CBBEL, with the assistance of Upland Design, will identify the locations of all Phase 3 structures that require foundations. CBBEL will create a boring location map and contract with a soil testing surface to sample the soils in the identified locations and provide an analysis of the existing conditions. CBBEL will also have soil samples taken in the location of the pollinator garden. This material will be tested for PH, nutrients, and percolation. CBBEL will retain Testing Service Corporation (TSC) to prepare geotechnical reports for the Borse Park structures. Boring Logs have been completed by TSC; however, geotechnical reports were not completed. TSC will provide reports outlining the soil conditions at the sites and providing recommendations for foundation types/depths, including the need for undercuts at each structure. The reports will provide recommendations for the net allowable bearing pressure at foundation level for each structure.

Task 12 – Project Management/Administration: This task includes managing the day-to-day work effort on the project to ensure an efficient project development process. This task includes internal progress/status and quality reviews to ensure project milestones are being met and preparing monthly progress reports and invoicing.

ESTIMATE OF FEE

Based on the required above scope of services, the cost estimate to complete the proposed Design Engineering Services is summarized below.

Task 1 –	Topographic Survey	\$ 15,000
Task 2 –	Field Reconnaissance	\$ 1,600
Task 3 –	Letter Report	\$ 4,000
Task 4 –	Request for Jurisdictional Determination and Boundary Confirmation	\$ 1,000
Task 5 –	US Army Corps of Engineers Application	\$ 3,500
Task 6 –	DuPage County Tabular Permit Submittal	\$ 13,950
Task 7 –	Wetland Review Agency Coordination	\$ 3,500
Task 8 –	Detention Storage & PCBMP Calculations	\$ 4,430
Task 9 –	Compensatory Storage Calculations	\$ 4,080
Task 10 –	Plans, Specifications and Estimates	\$ 81,630
Task 11 –	Geotechnical Reports	\$ 2,690
Task 12 –	Project Management/Administration	\$ 4,120
	Direct Costs	\$ 500
	Sub Total	\$ 140,000

We propose to bill you at the hourly rates specified in the Schedule of Charges and General Terms and Conditions in our previously submitted Village Engineering Agreement. If this proposal is acceptable to you, please sign both copies and return one to us for our files.

Sincerely,



Michael E. Kerr, PE
President

THIS PROPOSAL ACCEPTED FOR THE VILLAGE OF WILLOWBROOK.

BY: _____

TITLE: _____

DATE: _____

EXHIBIT “B”

**General Conditions and
First Amendment to General Conditions**

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. **Relationship Between Engineer and Client:** Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. **Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. **Standard of Practice:** The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. **Compliance With Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use 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, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. **Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. **Information Provided by Others:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. **Payment:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. **Insurance and Indemnification:** The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

**FIRST AMENDMENT TO THE GENERAL TERMS AND CONDITIONS
OF THAT CERTAIN AGREEMENT BY AND BETWEEN CHRISTOPHER B. BURKE
ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK FOR
PROFESSIONAL DESIGN ENGINEERING SERVICES FOR BORSE MEMORIAL
COMMUNITY PARK PROJECT – PHASE III**

That certain Agreement by and between CHRISTOPHER B. BURKE ENGINEERING, LTD. (the "Engineer") and the VILLAGE OF WILLOWBROOK, to provide professional engineering services to the Village of Willowbrook (the "Client"), is hereby amended, by amending the "Christopher B. Burke Engineering, Ltd. General Terms and Conditions" as hereinafter set forth:

1. Paragraph 10, entitled "Indemnification" of the General Terms and Conditions is hereby amended to read as follows:

Indemnification: Engineer shall indemnify and hold harmless Client. Engineer shall defend, indemnify and hold harmless Client, its elected officials, managers, officers, employees, agents, representatives and successors and all persons acting by, through, under or in concert with them, from and against any and all liabilities, claims, suits, obligations, losses, penalties, judgments, including costs and reasonable attorneys' fees, to the extent caused by the sole negligent or willful act, or error or omission of Engineer, its employees, agents or assigns.

Indemnification: Client shall indemnify and hold harmless Engineer. Client agrees to defend, indemnify and hold harmless Engineer, its elected officials, managers, officers, employees, agents, representatives and successors and all persons acting by, through, under or in concert with them, from and against any and all liabilities, claims, suits, obligations, losses, penalties, judgments, including costs and reasonable attorneys' fees, to the extent caused by the sole willful or wanton act of Client, its employees or agents.

Neither party shall be liable for any special incidental or consequential damages including, but not limited to loss of profits, revenue, use 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, by reasons of the services rendered under this Agreement.

2. Paragraph 23, entitled "Limit of Liability" of the General Terms and Conditions, shall be deleted in its entirety.

3. Paragraph 24, entitled "Client's Responsibilities" of the General Terms and Conditions shall be amended to read as follows:

Additional Responsibilities of Client and Engineer: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client shall name the Engineer, its agents and consultants, as an additional insured on the Client's policy or policies of general liability insurance.

Client shall provide Engineer a copy of said Certificate of Insurance and shall provide that the Engineer be given thirty (30) days, unqualified written notice prior to cancellation thereof.

The Engineer further agrees to name the Client, its agents, employees and elected officials as additional insureds on Engineer's policy or policies of comprehensive and/or commercial general liability insurance including Engineer's policies of insurance for workers' compensation.

Workers' Compensation Insurance shall be in such amounts as required by the Illinois Department of Labor. Engineer shall provide Client with a Certificate of Insurance naming Client as an additional insured and Client shall be given thirty (30) days, unqualified written notice prior to any cancellation thereof.

4. Paragraph 26, entitled "Payment" of the General Terms and Conditions, shall be amended to read as follows:

Payment: Client shall be invoiced once a month for work performed during the preceding month. Client agrees to pay each invoice in accord with the provisions of the Illinois Governmental Prompt Payment Act.

Suspension of Services: If Client fails to make payments when due, or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) business days' written notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs previously set forth in Item 4 of this agreement.

5. The remaining provisions of the General Terms and Conditions, unamended by this First Amendment to Christopher B. Burke Engineering, Ltd. General Terms and Conditions, shall remain in full force and effect and unamended by this First Amendment.

READ, APPROVED AND AGREED

VILLAGE OF WILLOWBROOK

By: _____

Frank A. Trilla, Mayor

Date: _____

READ, APPROVED AND AGREED

CHRISTOPHER B. BURKE
ENGINEERING, LTD.

By: _____

Michael E. Kerr, PE, President
and duly authorized agent

Date: _____

ATTEST:

Gretchen Boerwinkle, Village Clerk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 7

DATE: November 25, 2024

SUBJECT: DESIGN ENGINEERING SERVICES FOR BORSE MEMORIAL COMMUNITY PARK PROJECT – PHASE III

- a. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL CONDITIONS FOR PROFESSIONAL ENGINEERING SERVICES FOR DESIGN ENGINEERING SERVICES FOR THE BORSE MEMORIAL COMMUNITY PARK PROJECT – PHASE III BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK AT A TOTAL COST NOT TO EXCEED \$140,000.00
- b. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES FOR THE BORSE MEMORIAL COMMUNITY PARK PROJECT – PHASE III BETWEEN UPLAND DESIGN, LTD AND THE VILLAGE OF WILLOWBROOK FOR A TOTAL COST NOT TO EXCEED \$84,600.00

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Dustin Kleefisch, Director of Parks and Recreation
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

To pass a resolution approving a proposal from Christopher B Burke Engineering LTD for design engineering services for Borse Memorial Community Park Phase III project.

BACKGROUND/SUMMARY

Borse Memorial Community Park will enter the final phase of its redevelopment project in 2025. Phase III will be the largest and most intricate phase of the project, involving a variety of new and renovated amenities. The planned scope for this phase includes:

- Pathway renovation
- Pavilion and restroom building
- Splash pad
- Playground for children aged 2–12
- Pollinator walk
- Multiple shelters
- Renovation of three (3) softball fields
- Renovation of one (1) basketball court
- Addition of a Veterans Memorial

To support the design and engineering of this significant redevelopment, the Village has engaged Christopher B. Burke Engineering, Ltd. (CBBEL) as the lead engineer, leveraging their role as the Village Engineer. Upland Design will continue to assist with specific tasks, as they have been the Park Engineer since 2023.



Scope of Services

CBBEL has prepared a comprehensive scope of services for Phase III, which includes the following twelve tasks:

1. Topographic Surveys
2. Field Reconnaissance
3. Letter Report
4. Request for Jurisdictional Determination and Boundary Confirmation
5. US Army Corps of Engineers Application
6. DuPage County Tabular Permit Submittal
7. Wetland Review Agency Coordination
8. Detention Storage & Post-Construction Best Management Practices (PCBMP) Calculations
9. Compensatory Storage Calculations
10. Plans, Specifications, and Estimate (PS&E)
11. Geotechnical Reports
12. Project Management/Administration

The not-to-exceed amount for these design engineering services is **\$140,000**.

Upland Design will provide additional support through the following tasks:

1. Design Development
2. Construction Documents and Permit Assistance
3. Bidding Assistance

The not-to-exceed amount for these design engineering services is **\$84,600**.

Collaboration

Under this arrangement, Christopher B. Burke Engineering will serve as the lead engineer, managing the larger and more complex aspects of the project. Upland Design will focus on smaller tasks and specific design elements, ensuring continuity in their role as the Park Engineer since 2023. This collaborative approach will ensure the successful completion of Phase III, delivering high-quality amenities for the community.

FINANCIAL IMPACT

The proposed cost for engineering services from Christopher B Burke Engineering LTD for the Borse Memorial Community Park Phase III project is in the amount not to exceed of \$140,000.00. The proposed not to exceed cost for engineering services for Upland is \$84,600.

RECOMMENDED ACTION:

Staff recommends approval of the proposals from Christopher B Burke Engineering LTD and Upland Design for Phase III of the Borse Memorial Community Park project.

RESOLUTION NO. 24-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES FOR THE
BORSE MEMORIAL COMMUNITY PARK PROJECT – PHASE III BETWEEN
UPLAND DESIGN, LTD AND THE VILLAGE OF WILLOWBROOK FOR A
TOTAL COST NOT TO EXCEED \$84,600.00**

WHEREAS, the Corporate Authorities of the Village of Willowbrook (the “Village”) have determined that it is in the best interest of the Village to enter into a professional design services agreement with Upland Design, Ltd. (“UPLAND”) for professional design services related to the Borse Community Memorial Park Project – Phase III for the Village of Willowbrook at a total cost not to exceed Eighty-Four Thousand Six Hundred and 00/100ths Dollars (\$84,600.00); and

WHEREAS, the Village has a past satisfactory relationship with UPLAND for the provision of professional design services, and entered into an on-call agreement with UPLAND in October of 2023, for the provisions of said services; and

WHEREAS, the Village desires to retain UPLAND to provide the aforesaid professional design services to the Village.

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

SECTION 1: The foregoing recitals are found to be true and correct and are incorporated as if fully set forth herein.

SECTION 2: That the certain Proposal and Agreement, including General Conditions, by and between the Village of Willowbrook and Upland Design, Ltd. for professional design services for the Borse Community Park Project – Phase III, be and is hereby approved and the Mayor and Village Clerk be and the same are hereby authorized to execute and attest, all on behalf of the Village of Willowbrook, that certain Professional Services Agreement, attached hereto as Exhibit

“A” and made a part hereof, and General Conditions, attached hereto as Exhibit “B” and made a part hereof.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 25th day of November, 2024 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

Upland Design, Ltd.
Professional Services Agreement dated November 19, 2024



Borse Park Phase III Development Scope of Services

Village of Willowbrook

November 19, 2024

Project Background: The Village of Willowbrook has recently undertaken the master planning project and OSLAD grant submission process at Borse Park with the assistance of Upland Design Ltd. The Village would like to proceed with the next steps of Phase III development of the project with Christopher B. Burke Engineering Ltd. (CBBEL) as lead and Upland Design Ltd. as subconsultant for landscape architecture.

The project includes the following components:

- Multi-use Trail Renovation
- Pavilion and Restroom Building
- Splash Pad
- 2–12-Year-Old Playground
- Shelter at Playground
- Softball Field Renovations - 3 Fields
- Pavilion at Sports Courts
- Basketball Court Renovation-1 Court
- Veterans Memorial
- Pollinator Walk

Survey & Base Data: CBBEL will provide an updated topographic survey for the project to Upland to use as a base to project planning. Soil borings will be needed for shelter/pavilion locations. CBBEL will obtain those or share existing borings, which will be forwarded to manufacturers as needed.

Design Development

Upland Design will prepare the design development plans with input and discussions with the Village and CBBEL. The design development plans will include the planimetric drawn in AutoCAD along with detailed layout of amenities and a listing of site furniture and play equipment. Three dimensional images of the playground and splash pad will be prepared with color choices. Options for materials, finishes and colors will be shown for project elements including but not limited to the shelter, pavilion, splash pad, playground, surfacing, and site furniture. An updated cost estimate will be prepared for the design development phase. The AutoCAD file will be shared with CBBEL at the completion of the design development phase and as needed during the construction document process. CBBEL will share their



AutoCAD files and a title block to be used when required for coordination.

New Restroom-Shelter Building: As part of design development, a detailed plan for the new restroom building with an extended outdoor shelter area will be prepared. Mechanical design will be assisted by CBBEL. Various options for interior finishes, lighting and exterior finishes will be presented for Village input. The building is to be a kit building from a manufacturer experienced in park and recreation buildings and based on the original concept plan. New sanitary, water, and electrical connections to the building are anticipated, including electrical load calculations for coordination with the electrical utility. CBBEL will provide mechanical electrical, civil and any other structural engineering. The manufacturer will provide structural engineering for the building including stamped plans.

Review Meetings: Two review meetings will be held with the Village representatives and CBBEL during the design development phase. The options will be presented and discussed. Items will be updated and a detailed site amenity chart will be created. Upland will seek approval of the design development plans and options prior to moving into the construction document phase.

Construction Plans and Specifications

Based on the approved plans and options, Upland Design will assist CBBEL to prepare a set of construction plans, specifications and bid proposal for public bidding in one bid package. Below is a summary of the general division for plan preparation. Where both Upland and CBBEL are shown, CBBEL will prepare the sheet and Upland will provide input. All engineering, including electrical, mechanical and civil will be provided by CBBEL. Upland will work with the splash pad manufacturer to provide design of the splash pad system and water line layout and will share this with CBBEL.

SHEET #	BID PLANS	UPLAND	CBBEL
C	Cover Sheet		✓
GN	General Notes		✓
EC-1 thru 2	Erosion Control Details		✓
R&P-1 thru R&P-4	Removals and Protection		✓
SD-1 thru SD-4	General Layout (Design Development layout by Upland)		✓
SD-5 thru SD-9	General Grading		✓
SD-10 thru SD-17	Detail Layout and Grading		✓
	SD-10 Pavilion and Restroom Building	✓	
	SD-11 Splash Pad	✓	
	SD-12 New Playground	✓	
	SD-13 Shelter and Concession	✓	
	SD-14 Softball Field Renovations		✓
	SD-15 Pavilion and Sports Courts (pavilion by Upland, courts by CBBEL)	✓	✓
	SD-16 Basketball Court Renovation		✓

	SD-17 Veterans Memorial	✓
	SD- 17 Pollinator Walk	✓
SD-18 thru SD-26	Element Details	
	SD-18 Pavilion and Restroom Building	✓
	(mechanical, storm, structural and water for Shelter/Restroom by CBBEL)	
	SD-19 Splash Pad	✓
	(CBBEL to bring water, sewer and electric to the splash pad and assist with engineering)	
	SD-20 New Playground	✓
	SD-21 Shelter and Concession	✓
	SD-22 Softball Field Renovations	✓
	SD-23 Pavilion and Sports Courts	✓
	SD-24 Basketball Court Renovation	✓
	SD-25 Veterans Memorial	✓
	SD- 26 Pollinator Walk	✓
	MECHANICAL	
M-1	Sanitary Sewer Service	✓
M-2	Water Service	✓
M-3	Electrical Service	✓
M-4 thru M-5	Pavilion and Restroom Building	✓
	M-4 Sanitary Sewer and Water	✓
	M-5 Electrical and Lighting	✓
M-6 thru M-10	Splash Pad – Coordination of design plans	✓
	M-6 Storm Sewer and Water	✓
	M-7 Electrical	✓
	Shelter and Concession	✓
	M-8 Sanitary Sewer and Water	✓
	M-9 Electrical and Lighting	✓
	Pavilion	✓
	M- 10 Electrical and Lighting	✓
	LANDSCAPE	
L-1 thru L-4	General Landscape Restoration	✓
	L-5 Splash Pad & Playground Detail	✓

L-6 Veterans Memorial Detail	✓
L-7 Pollinator Walk Detail	✓
L-8 Site Furniture Location Plan	✓
L-9 Site Furniture Details	✓

Upland will provide specifications to cover the following:

- Playground and Playground Surfacing
- Pavilions and Shelters
- Site Furniture
- Landscaping
- Lawn Restoration
- Native Plantings

Upland will assist with cost estimate updates throughout the project. If necessary, we will assist with value engineering and provide a list of potential deduct/add alternate items for the project. CBBEL will ensure OSLAD requirements will be incorporated into the bidding and construction documents per the IDNR agreement.

Review Meetings: Upland will attend three review meetings to be held with the Village representatives and CBBEL during the construction document phase. Upland will seek approval of updates to the design and plans when needed and will coordinate with CBBEL to create a complete set of plans.

Permits: CBBEL will oversee permits. Upland Design will assist with permitting by replying to comments and adjusting plans as it pertains to Upland's plan sheets and as is needed for coordination with CBBEL sheets. Two replies/updates are included in these services.

Bidding: CBBEL will oversee bidding. Upland will assist by answering questions during bidding, assisting with addenda as needed, and reviewing bids with CBBEL and the Village of Willowbrook.

Construction Administration

Construction administration services will be under a separate proposal.

Professional Fees

The following professional fees for the work described herein will be completed hourly listed below for professional services by Upland Design Ltd. In addition to the hourly work, items to be reimbursed include printing, plots, delivery of plans, mileage and tolls.

Design Development	\$ 31,200
Construction Documents and Permit Assistance	\$ 52,320
<u>Bidding Assistance</u>	<u>\$ 1,080</u>
Total (Hourly, Not to Exceed)	\$ 84,600

Hourly Billing Rates October 2023 Contract Rates (locked in for 3 years)

<u>UPLAND DESIGN LTD</u>	<u>Hourly Rate</u>
Principal Landscape Architect	\$224.00
Project Manager/Sr. LA	\$172.00
Landscape Architect	\$148.00
Landscape Designer II	\$138.00
Construction Administrator	\$132.00
Office Administrator	\$ 88.00
Intern	\$ 70.00

Excluded Services: Scope of services set forth in pages 1-4 are included in this agreement. Excluded services include but are not limited the following: Hydrologic/hydraulic modeling the floodplain/floodway, wetland delineation, wetland mitigation, archeological services, environmental testing, subsurface conditions and material testing, boundary survey, engineering of any kind, Design of Offsite Utilities or Roadways, Gas, Telephone, Cable Service Design, Mechanical/Plumbing Design, Groundwater Monitoring, Topographic Survey, Plat of Survey, Boundary Survey, As-constructed Survey and Drawings, Redesign of as-constructed condition, construction layout; construction scheduling; construction work; work-site safety, labor negotiations, permit fees or court appearances as part of these services.

Hazardous Materials: The scope of the Firm's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

EXHIBIT “B”

General Conditions

General Conditions

A. UPLAND AGREES:

1. That UPLAND shall procure and maintain for the duration of its AGREEMENT and for three years thereafter insurance against errors and omissions and claims for injuries to its employees which may rise from or are in conjunction with the performance of the work hereunder by UPLAND, its agents, representatives, employees, or subcontractors.

a. The Minimum Scope of Insurance

Minimum limits of insurances shall be as set forth in the Certificate of Insurance (sample) submitted by UPLAND in its RFQ Response and attached as Exhibit "B" to the Agreement.

b. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE.

c. Other Insurance Provisions

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

(1) General Liability and Automobile Liability Coverages

- (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of UPLAND; or automobiles owned, lease, hired or borrowed by UPLAND.
- (b) UPLAND's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be excess of ENGINEER's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not effect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.
- (d) UPLAND's insurance shall contain a severability of interests clause or language stating that UPLAND's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after ten (10) days' prior written notice by regular mail has been given to the VILLAGE.

e. Acceptability of Insurers

The insurance carrier used by UPLAND shall have a minimum insurance rating of B according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

2. To the fullest extent permitted by law, UPLAND shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the VILLAGE, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of this work by UPLAND, its employees, or subcontractors, or which may in anyway result therefore, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. UPLAND shall, at its own expense, appear, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in conjunction therewith, in any such action alleged to be solely caused by UPLAND. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require UPLAND to indemnify the VILLAGE, its officials, agents and employees for their own negligent acts or omissions..
3. Any and all insurance policies, excluding errors and omissions, required by this AGREEMENT, or otherwise provided by UPLAND, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.
4. UPLAND will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.
5. The VILLAGE may, at any time, by written order to UPLAND (Suspension of Services Order) require UPLAND to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, UPLAND shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order.
6. This AGREEMENT may be terminated by the VILLAGE as provided by statute, upon written notice to UPLAND, at its last known post office address. Provided that should this AGREEMENT be terminated by the VILLAGE, UPLAND shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, UPLAND shall deliver to the VILLAGE all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the PROJECT.
7. This AGREEMENT may additionally be terminated by the VILLAGE upon written notice to UPLAND, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
 - a. If UPLAND commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if UPLAND takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
 - b. If a petition is filed against UPLAND under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against UPLAND under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
 - c. If UPLAND makes a general assignment for the benefit of creditors;
 - d. If a Commissioner, receiver, custodian or agent of UPLAND is appointed under applicable law or under contract, whose appointment or authority to take charge of property of UPLAND is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of UPLAND'S creditors;
 - e. If UPLAND admits in writing an inability to pay its debts generally as they become due;

8. Upon termination, UPLAND shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, UPLAND shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE to have the services performed which were to have been performed by UPLAND.
9. UPLAND is qualified technically and is conversant with the laws and regulations applicable to all PROJECTS it may undertake for the VILLAGE, and its employees, and any and all subcontractors, are properly trained, and experienced personnel will be retained to perform the services enumerated herein.
10. UPLAND shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1, *et seq.*) and the Freedom of Information Act (5 ILCS 140/1, *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records, prepared by UPLAND for the VILLAGE, required to be maintained by UPLAND, shall be available for review and audit by the VILLAGE. UPLAND shall cooperate with the VILLAGE (a) with any request for records prepared by UPLAND for the VILLAGE, made pursuant to the Freedom of Information Act (5 ILCS 140/1, *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records, not previously tendered to the VILLAGE, which may be subject to disclosure, excluding any documents exempt from disclosure, within a time period which allows the VILLAGE to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1, *et seq.*). Failure by UPLAND to maintain the books, records and supporting documents required by this section or the failure by UPLAND to provide full access to and copying of all relevant books and records within five business days of receiving a request for public records from the VILLAGE shall establish a presumption in favor of the VILLAGE for the recovery of any funds paid by the VILLAGE under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1, *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.
11. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and UPLAND. This AGREEMENT shall not be assigned by UPLAND without first obtaining permission in writing from the VILLAGE.
12. Instruments of Service are drawings, specifications, models, etc., including those in electronic form, prepared by UPLAND with respect to this Project. Upon execution of this Agreement, UPLAND grants to the VILLAGE a nonexclusive license to use Design Professional's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, provided that the VILLAGE substantially performs its obligation, including prompt payment of all sums when due, under this Agreement.
13. The drawings, specifications, reports, and any other PROJECT documents prepared by UPLAND in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. UPLAND shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this PROJECT. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of UPLAND, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless UPLAND from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. When and if record drawings are to be provided by UPLAND, the information used in the preparation of record drawings is provided by others and UPLAND is not responsible for accuracy, completeness, nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for PROJECT construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then UPLAND will be due additional compensation for additional services. UPLAND shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among UPLAND's promotional and professional materials. UPLAND's materials shall not include the VILLAGE's confidential and proprietary information.

14. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. UPLAND shall immediately return said items to the VILLAGE upon termination of UPLAND'S engagement or earlier at the VILLAGE's request at any time.
15. UPLAND's opinions, if any, of probable PROJECT construction cost provided for herein are to be made on the basis of UPLAND's experience and qualifications and represent UPLAND's judgment as a design professional familiar with the construction industry, but UPLAND does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by UPLAND.
16. The VILLAGE, for and in consideration of the rendering of the professional services enumerated herein shall pay to UPLAND for rendering such services the fees hereinbefore established in the following manner:
 - a. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*).
17. UPLAND is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. UPLAND shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or UPLAND.
18. Written notices between the VILLAGE and UPLAND shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
 - a. If to the VILLAGE:
VILLAGE OF WILLOWBROOK
835 Midway Drive
Willowbrook, Illinois 60527
Attn: Sean Halloran, Village Administrator
 - b. If to UPLAND DESIGN, LTD.:
24042 Lockport Street, Suite 200
Plainfield, Illinois 60544
Attn: Michelle Anne Kelly
 - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
19. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and UPLAND.
20. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.
21. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.

22. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby, and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.
23. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce this AGREEMENT shall be so brought in the Circuit Court of DuPage County, State of Illinois.

B. CERTIFICATIONS OF UPLAND

1. UPLAND certifies that UPLAND, its shareholders holding more than five percent (5%) of the outstanding shares of UPLAND, its officers and directors are:
 - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
 - c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
 - d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
 - e. in compliance with equal employment opportunities and during the performance of the AGREEMENT, UPLAND shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of UPLAND's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with UPLAND in its efforts to comply with such Act and Rules and Regulations, UPLAND will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

- (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.;
- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy;
- g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, UPLAND may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation;
- h. in compliance with 30 ILCS 580/1, *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
 - (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in UPLAND's workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) UPLAND's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.

- (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
- (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph B.1.h.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
 - i. in compliance with the Code of Ordinances of the VILLAGE, in that no VILLAGE official, spouse or dependent child of a VILLAGE official, agent on behalf of any VILLAGE official or trust in which a VILLAGE official, the spouse or dependent child of a VILLAGE official or a beneficiary is a holder of more than five percent (5%) of UPLAND;
 - j. in compliance with the Code of Ordinances of the VILLAGE, in that no officer or employee of the VILLAGE has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from UPLAND;
 - k. UPLAND has not given to any officer or employee of the VILLAGE any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of the Code of Ordinances of the VILLAGE;
 - l. No VILLAGE officer, spouse or dependent child of a VILLAGE officer, agent on behalf of any VILLAGE officer or trust in which a VILLAGE officer, the spouse or dependent child of a VILLAGE officer or a beneficiary is a holder of any interest in UPLAND; or, if UPLAND's stock is traded on a nationally recognized securities market, that no VILLAGE officer, spouse or dependent child of a VILLAGE officer, agent on behalf of any VILLAGE officer or trust in which a VILLAGE officer, the spouse or dependent child of a VILLAGE officer or a beneficiary is a holder of more than one percent (1%) of UPLAND, but if any VILLAGE officer, spouse or dependent child of a VILLAGE officer, agent on behalf of any VILLAGE officer or trust in which a VILLAGE officer, the spouse or dependent child of a VILLAGE officer or a beneficiary is a holder of less than one percent (1%) of UPLAND, UPLAND has disclosed to the VILLAGE in writing the name(s) of the holder of such interest;
 - m. UPLAND shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the VILLAGE. UPLAND, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the VILLAGE on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the contractor by the VILLAGE, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this section; and

- n. Neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.