



BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

Regular Meeting
Tuesday, April 23, 2024
7:00 PM

“Please be advised that any proposed documents attached hereto are in draft form and vary from the final versions which are adopted at the meeting as set forth herein.”

1. CALL TO ORDER
2. ROLL CALL
3. PRESIDENT’S OPENING COMMENTS

A. Arbor Day Proclamation

B. Pediatric Urgent Care – 1180 Harger Road - Preliminary Review

4. PUBLIC COMMENTS

5. APPROVAL OF MINUTES

A. Regular Board of Trustees Meeting of April 09, 2024

B. Executive Meeting Minutes of February 27, 2024

6. CONSENT AGENDA

All items on the Consent Agenda are considered to be routine in nature and will be enacted in one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the Consent Agenda and considered as the first item after approval of the Consent Agenda.

A. Accounts Payable for Period Ending: April 17, 2024 - \$2,025,141.65

1. LEGAL SERVICES:

- a) Clark Baird Smith LLP - Legal Services - March 2024 - \$150.00
(FY24 YTD - \$6,562.50)
- b) Ottosen, Dinolfo, Hasenbalg & Castaldo, Ltd. - Legal Services -
March 2024 - \$19,223.43 (FY24 YTD - \$58,660.58)
- c) Lamp Law, LLC. - Legal Services - March 2024 - \$3,333.33
(FY24 YTD - \$9,999.99)

TOTAL LEGAL BUDGET FOR 2024 IS \$342,284.00

TOTAL LEGAL BILLS PAID FOR 2024 - YTD - \$76,168.37

2. Atlas Bobcat, LLC. - 60" Sweeper - \$100,195.43
 3. DuPage Water Commission - March 2024 - \$315,331.17
 4. Nadler Golf Car - Golf Cars - \$671,600.00
 5. Reinders, Inc. - Reel Front Load Grinder - \$58,990.00
 6. Illinois Department of Transportation - Harger Rd. from Spring Rd. - \$293,663.19
 7. Al Warren Oil Co., Inc. - Regular Unleaded Gasoline - \$24,153.36
 8. John Deere Financial - JD 410L Backhoe Loader - \$74,517.92
 9. John Deere Financial - JD 524P Wheel Loader- \$96,273.41
 10. DuPage Convention & Visitors Bureau - 1st Quarter 2024 Dues 25% of 1% - \$29,004.87
- B. Approval of Payroll Paydate: April 18, 2024 - \$878,201.76 Herman/Martin
- C. Village of Oak Brook – Monthly Financial Reports March 2024 Herman/Martin
- D. Authorization to Seek Bids or Proposals or Negotiate Contracts:
1. 2024 Streets Improvement Project Jain/Tiesenga
- E. Ordinances & Resolutions
1. RESOLUTION R-2206, A Resolution Approving the Release of Closed Meeting Minutes for 2014 to 2016 Herman/Martin
7. ITEMS REMOVED FROM CONSENT AGENDA
8. BOARDS & COMMISSION RECOMMENDATIONS
- A. Blistex 100, LLC. – 100 Windsor Drive – Parking Variation Manzo/Tiesenga
- B. 4006 Adams Road – Side & Rear Yard Setback Variations Manzo/Tiesenga
9. ACTIVE BUSINESS
- A. Ordinances & Resolutions
1. RESOLUTION R-2210, A Resolution Approving and Authorizing an Intergovernmental Agreement By and Between the Village of Oak Brook and Illinois Public Works Mutual Aid Network Agreement (IPWMAN) Jain/Tiesenga
 2. RESOLUTION R-2209, A Resolution Approving and Authorizing the Purchase License Plate Recognition and Overwatch Cameras for Homeowner Associations and the Execution of Related Database and Maintenance Agreements Manzo/Reddy

3. ORDINANCE S-1695, An Ordinance Authorizing the Sale or Donation or Recycling or Disposal of Certain Items of Personal Property Owned by the Village of Oak Brook Herman/Martin

10. BOARD UPDATES

11. ADJOURN TO CLOSED SESSION

12. ADJOURNMENT

In accord with the provisions of the American with Disabilities Act, any individual who is in need of a reasonable accommodation in order to participate in or benefit from attendance at this public meeting should contact the Butler Government Center (Village Hall), at 630-368-5010 as soon as possible before the meeting date.

2024 Proclamation

WHEREAS, in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska and is now observed throughout the nation and the world, and

WHEREAS, trees play a vital role in enhancing the quality of life by providing environmental, social, and economic benefits to our community; and

WHEREAS, trees improve air quality, reduce soil erosion, support wildlife habitats, and beautify our surroundings; and

WHEREAS, trees serve as a symbol of growth, renewal, and the enduring connection between nature and humanity; and

WHEREAS, Arbor Day serves as a reminder of the importance of tree planting and care, encouraging individuals to contribute to the conservation and preservation of our national resources; and

WHEREAS, the legacy of Paul Butler, underscores the importance of open spaces for nature and recreation, emphasizing the enduring value of preserving and enhancing the Village of Oak Brook's natural landscape; and

WHEREAS, the Village of Oak Brook will plant a tree on this Arbor Day in memory of Firefighter Tommy Sinclair, honoring his dedicated service and commitment to our community; and

NOW, THEREFORE, BE IT RESOLVED, that I Laurence E. Herman do hereby proclaim April 26, 2024 as Arbor Day in the Village of Oak Brook, IL, and urge all residents to join in the observance of this day by planting trees, participating in tree planting activities, and promoting environmental stewardship within our community.

In Witness Whereof, I have hereunto set my hand and seal this 23rd day of April 2024

Laurence E. Herman
Village President
Oak Brook, Illinois

Netasha Scarpiniti
Village Clerk
Oak Brook, Illinois



ITEM 3.B.

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Regular Meeting
of
April 23, 2024

SUBJECT: Pediatric Urgent Care – 1180 Harger Road - Preliminary Review

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: Provide comments, suggestions, and recommendations to Franklin 1900 Spring Lot 1, LLC concerning the proposed pediatric urgent care proposal.

Background/History:

Section 13-15-5 Procedures of the Village's Planned Development regulations provides an applicant the opportunity to submit for ***Preliminary Board Review*** in accordance with Subsections A1, A2 and A3. The intent and purpose of this section of the Planned Development regulations is to provide the Village Board with an overview of a development project in the initial conceptual phases to provide preliminary comments, suggestions, and recommendations to the applicant on the development project. The preliminary Board review is the first step in the four (4)-step process outlined in the Planned Development regulations and is a very important step in providing an applicant with early feedback on a project.

Project Overview:

This project is being proposed at the 1180 Harger Road, Lot 1 of Franklin Subdivision, located at the Harger and the Oakbrook Center Ring Road intersection (near Nordstrom). The parcel is approximately 19,602 sq. ft. (0.45 acre) in size and is Lot 1 of the 4-lot development by Franklin Partners.

The proposed building is 5,500 sq. ft. with a 4,300 sq. ft. basement. Plans are to construct and operate a pediatric urgent care medical office which includes 14 examination rooms, an x-ray, and ancillary areas.

Please see the narrative and plans provided by Franklin 1900 Spring Lot 1, LLC for additional information for the project.

Staff Comments:

1. A Planned Development application is required for this project. The intent and purpose of the planned development regulations is to provide an alternate zoning procedure under which land can be developed or redeveloped with innovation, imagination, and creative architectural design when sufficiently justified under the provisions of this chapter. The objective of the planned development is to encourage a higher level of design and amenity than is possible to achieve under standard zoning regulations.
2. Section 13-15-2(A) General Provisions of the Planned Development regulations allow development construction within the Planned Development Overlay District.
3. The property is zoned B-2, Regional Shopping Center District, and medical offices are allowed within the B-2 District.
4. The Conceptual Plan proposes a one-story 5,500 sq. ft. building with additional basement office space. The total proposed Floor Area Ratio (FAR) will exceed the FAR approved as part of the original subdivision approval (R-1706, 2018) and the FAR limitation within Ordinance S-1555 (2019). Waivers from standards may be requested as part of the Planned Development application.
5. The applicant has attempted to address Village concerns regarding proposed signage for the development and has modified the proposal in response to concerns prior to Board review. Staff will include with any Planned Development applications conditions related to proposed permanent and temporary signs.
6. Lot 1 of the Franklin Subdivision is not located within the regulatory floodway or floodplain. The stormwater requirements have been met as part of the development.
7. A separate neighborhood meeting will not be required as part of the outreach for this project. The neighborhood meeting is an optional element of the Planned Development process (13-15-5.B.1d).
8. The Planned Development proposal will require interdepartmental staff review and a Planning & Zoning Commission public hearing prior to returning to the Board for a presentation, review, and a decision.

Recommendation:

Provide comments, suggestions, and recommendations to the applicant concerning the proposed mixed-use project master plan.

If the applicant decides to move forward with the project, the next step in the process is a *Prefiling Review and Transmittal of Application* in accordance with Section 13-15-5(B) of the Planned Development regulations.

Attachments:

1. Pediatric Care Narrative

Day & Robert, P.C.

ATTORNEYS AT LAW

300 E. 5th Avenue
Suite 365
Naperville, Illinois 60563
630-637-9811
Fax 637-9814
www.drm.law

SCOTT M. DAY
RACHEL K. ROBERT

KELLI M. SMITH
Of Counsel

April 16, 2024

VIA EMAIL ONLY

rvondrasek@oak-brook.org

Ms. Rebecca Von Drasek
Development Services Director
Village of Oak Brook
1200 Oak Brook Road
Oak Brook, Illinois 60523

*RE: Franklin 1900 Spring Road Lot 1, LLC
1180 Harger Road, Oak Brook, Illinois 60523
Concept Review for Pediatric Urgent Care Office – Lot 1 of Franklin Subdivision*

Dear Ms. Von Drasek:

Day & Robert, P.C. has the privilege of representing Franklin 1900 Spring Road Lot 1, LLC (“Franklin”), the owner of Lot 1 in Franklin Subdivision. Franklin is under a contingent contract to sell Lot 1 of the subdivision to Kids Urgent Care Ltd. who plans to construct and operate a pediatric urgent care medical office on the property. The land use proposed is permitted in the zoning district, but the proposal will be processed as a planned unit development (PUD). As such, an informal concept plan review by the Village Board is the first step in the entitlement process.

The purpose of this letter is to formally request that the Village Board place this matter on the agenda of the Board of Trustees for April 23, 2024 to complete an informal PUD plan concept presentation, and gather input from the Trustees regarding the proposed PUD “Kids Urgent Care” medical offices.

In support of this request, we attach the following materials:

- Aerial
- Architectural Site Plan
- Exterior Perspective Views
- Exterior Elevations
- Exterior Renderings – Daytime

Ms. Rebecca Von Drasek
Page 2
April 16, 2024

- Exterior Renderings – Evening/Night
- Signage (building/monument)
- Enlarged Monument Sign Site Plan
- ROW Intersection Views
- ROW Intersection Section
- Floor Plan – Main Level
- Floor Plan – Basement

Kids Urgent Care Ltd. operates other “Kids Urgent Care” facilities in suburban Chicago. They operate 365 days per year from 9:00 a.m. to 9 p.m. On average, two-four patients are seen per hour in their existing facilities. Ground floor facilities are proposed to occupy roughly 5,500 square feet of space, but a 4,300 square foot basement is planned to be built-out for overflow capacity and to have usable space should a patient require care from a specialist. Combined FAR proposed exceeds the amount of available FAR for the 4-lot Franklin Subdivision, and for this reason a conditional use for a PUD is needed to address this departure from the zoning district bulk regulations.

Please let this letter serve as a formal request to be afforded a concept PUD presentation and informal review by the Village Trustees. Please call with any questions you may have in advance of the Board meeting. Thank you in advance for the courtesy extended to this request.

Very truly yours,

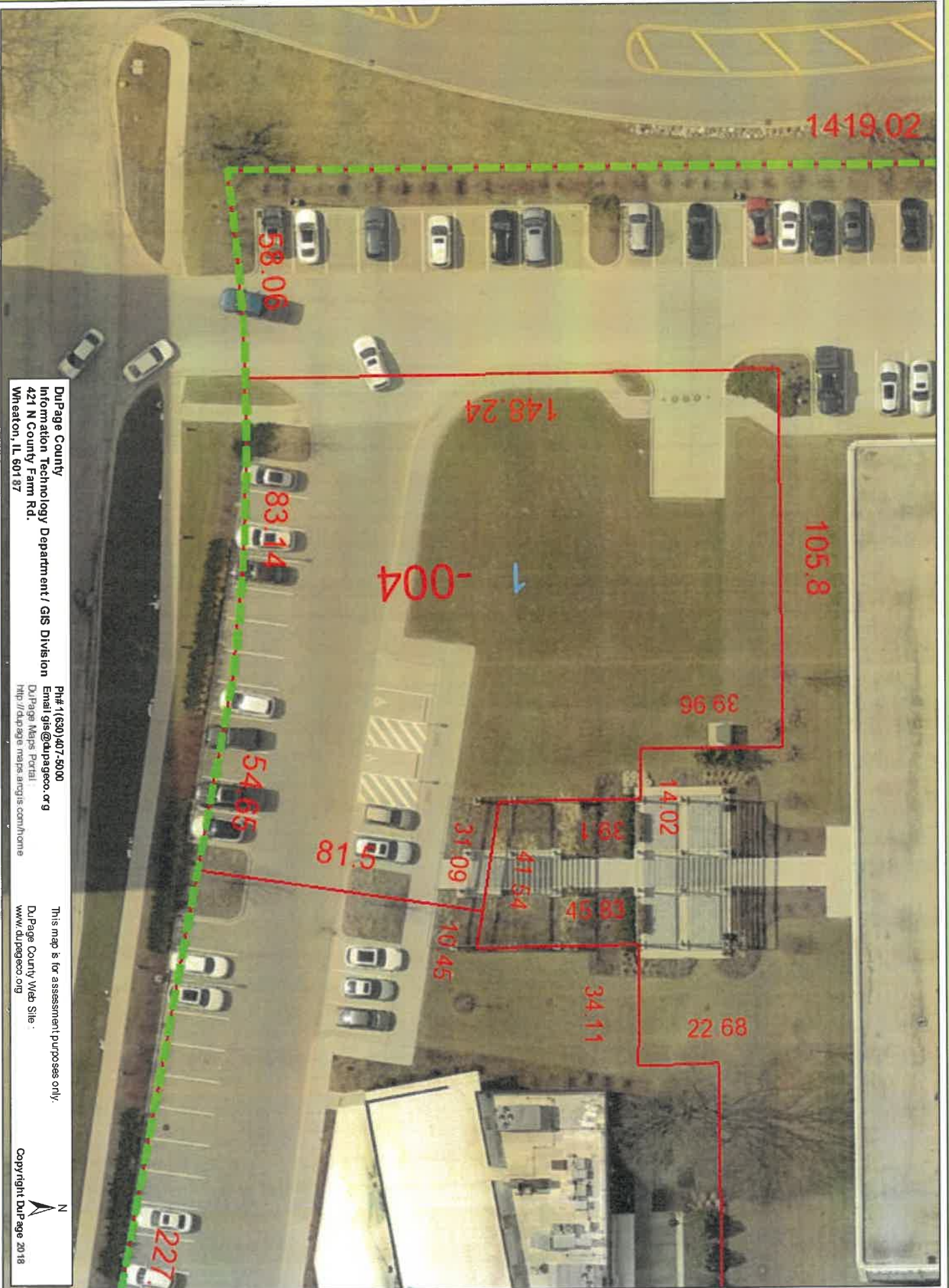
A handwritten signature in blue ink, appearing to read "Scott M. Day", with a long horizontal line extending to the right.

Scott M. Day

SMD:kg

Enclosure

cc: Raymond A. Warner
Kids Urgent Care Ltd.
Luigi Randazzo



DuPage County
 Information Technology Department / GIS Division
 421 N County Farm Rd.
 Wheaton, IL 60187
 Ph# 1(630)407-5000
 Email gis@dupageco.org
 DuPage Maps Portal
<http://dupage.maps.arcgis.com/home>

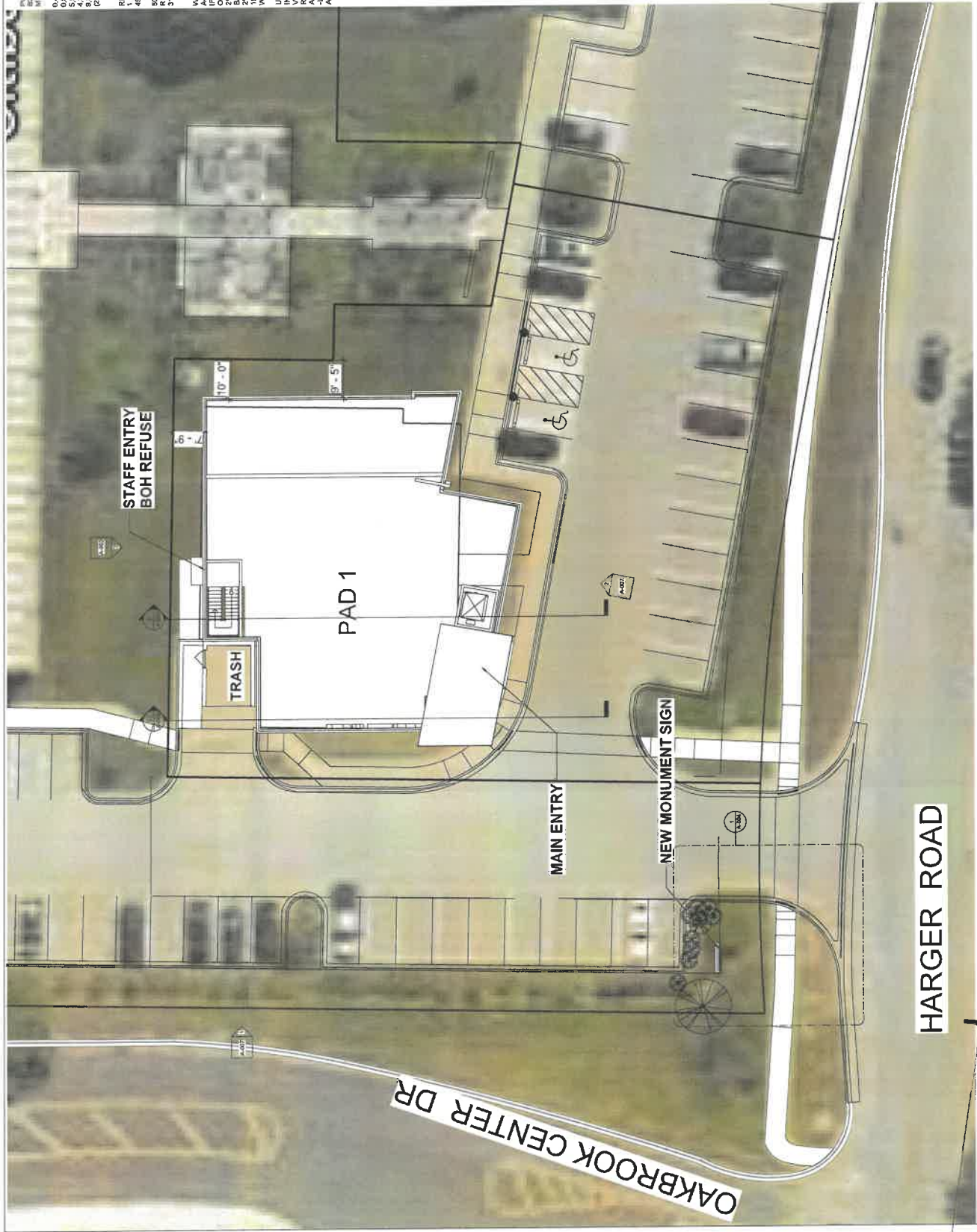
This map is for assessment purposes only.
 DuPage County Web Site
www.dupageco.org

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① SITE PLAN
DATE: 6/11/24

HARGER ROAD

OAKBROOK CENTER DR



PUD APPLICATION
REQUIREMENTS:
MEDICAL USE ALLOWED

0.45 AC - 19,802 SQ. FT.
5,500 SQ. FT. MAX MAIN LVL
4,300 SQ. FT. BASEMENT
2,450 SQ. FT. TOTAL LVL
(2,450 SQ. FT. - 0.123)

REQUIRED PARKING
1 PER 200 SF OF FLOOR AREA
48 REQUIRED
50 PROVIDED / SHARED PER
REPAIRS MEET
57 ON-SITE

WALL SIGNAGE - REFER TO
A-021
IF VISIBLE TO A PUBLIC ROW
OR ADJACENT TO A PUBLIC ROW
24" OF GSF, INCLUDING
BASEMENTS IS ALLOWED
18" OF SIGNAGE IS
18" SQ. FT. MAX ON EACH
WALL

UNLIMITED SIGNAGE IF
INTERIOR TO A MALL AND NO
VISIBLE FROM EXTERNAL
VIEW OR ADJACENT TO A
PUBLIC ROW OR ADJACENT
A-008 FOR VIEWS
UNLIMITED ON WEST
ALLOWED, 2% PROVIDED

KIDS URGENT CARE
OAKBROOK, ILLINOIS
1180 HARGER ROAD
OAKBROOK, ILLINOIS
60451-1000

RWE
PLANNING + DESIGN

1300 OGDON AVE., DOWNERS GROVE, IL 60515
TEL: 630.581.1000
WWW.RWECD.COM

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PROJECT #1: A-001

ARCHITECTURAL SITE
PLAN

A-000

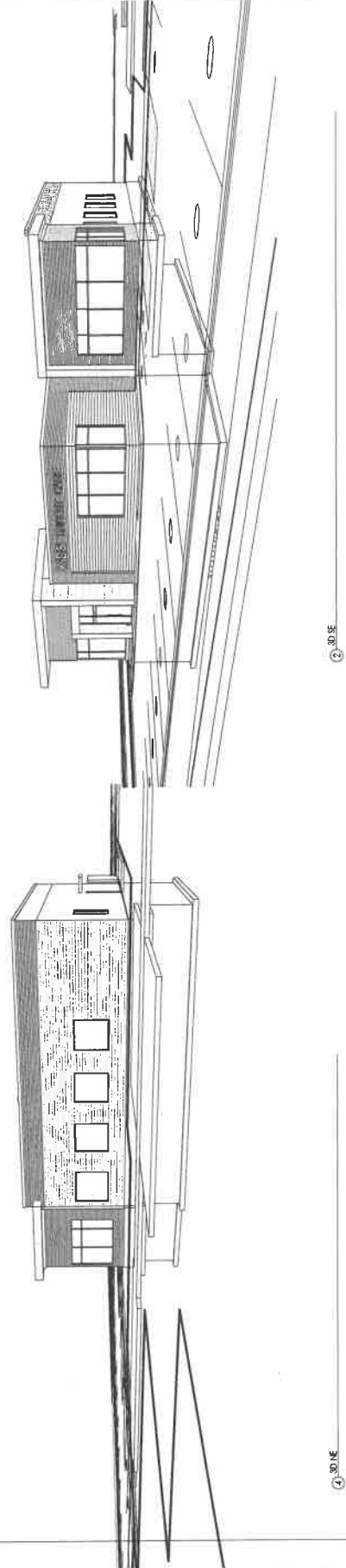
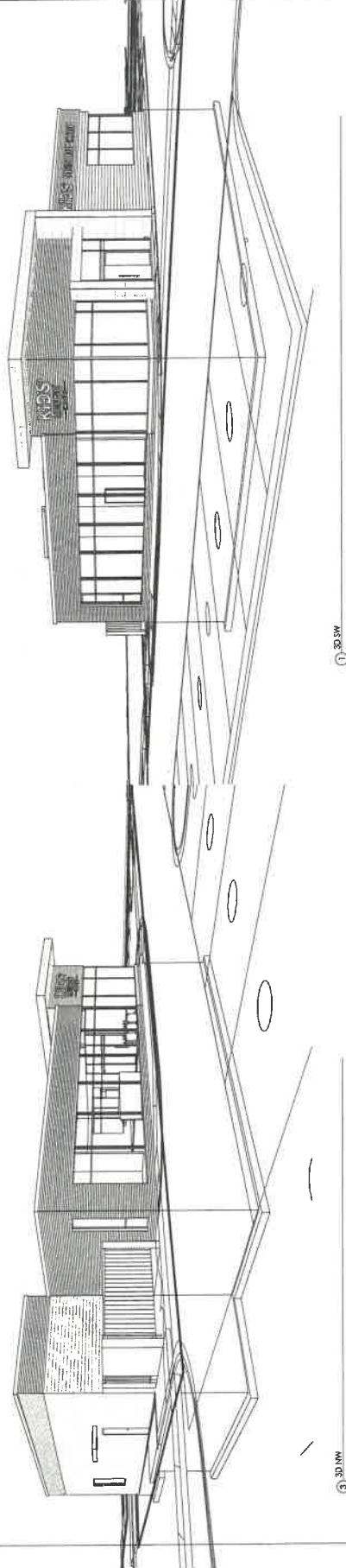
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3	REVISIONS	4/11/2024
4	REVISIONS	4/11/2024

PROJECT #1: A-020
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EXTERIOR
PERSPECTIVE VIEWS

A-020



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PLANNING • DESIGN
ARCHITECTURE PLANNING DESIGN
1301 OGDEN AVE. DOWNERS GROVE, IL 60435





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ARCHITECTURE PLANNING DESIGN
1500 OGDEN AVE., DOWNEY GROVE, IL 60419

KIDS URGENT CARE
1180 HAGER ROAD,
OAK BROOK, ILLINOIS

4/16/2024 7:10:00 AM

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PROJECT # 42917

EXTERIOR -
RENDERINGS -
DAYTIME

A-023



RWE
PLANNING + DESIGN
ARCHITECTURE
THE CREATIVE CONCEPTS GROUP

KIDS URGENT CARE
1180 HARGER ROAD
OAK BROOK, ILLINOIS

REV.	DESCRIPTION	DATE
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42	PRELIMINARY	10/01/2024
43	PRELIMINARY	10/01/2024
44	PRELIMINARY	10/01/2024
45	PRELIMINARY	10/01/2024
46	PRELIMINARY	10/01/2024
47	PRELIMINARY	10/01/2024
48	PRELIMINARY	10/01/2024
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67	PRELIMINARY	10/01/2024
68	PRELIMINARY	10/01/2024
69	PRELIMINARY	10/01/2024
70	PRELIMINARY	10/01/2024
71	PRELIMINARY	10/01/2024
72	PRELIMINARY	10/01/2024
73	PRELIMINARY	10/01/2024
74	PRELIMINARY	10/01/2024
75	PRELIMINARY	10/01/2024
76	PRELIMINARY	10/01/2024
77	PRELIMINARY	10/01/2024
78	PRELIMINARY	10/01/2024
79	PRELIMINARY	10/01/2024
80	PRELIMINARY	10/01/2024
81	PRELIMINARY	10/01/2024
82	PRELIMINARY	10/01/2024
83	PRELIMINARY	10/01/2024
84	PRELIMINARY	10/01/2024
85	PRELIMINARY	10/01/2024
86	PRELIMINARY	10/01/2024
87	PRELIMINARY	10/01/2024
88	PRELIMINARY	10/01/2024
89	PRELIMINARY	10/01/2024
90	PRELIMINARY	10/01/2024
91	PRELIMINARY	10/01/2024
92	PRELIMINARY	10/01/2024
93	PRELIMINARY	10/01/2024
94	PRELIMINARY	10/01/2024
95	PRELIMINARY	10/01/2024
96	PRELIMINARY	10/01/2024
97	PRELIMINARY	10/01/2024
98	PRELIMINARY	10/01/2024
99	PRELIMINARY	10/01/2024
100	PRELIMINARY	10/01/2024

PROJECT # 2541
COPYRIGHT RWE PLANNING & DESIGN INC. 2024

EXTERIOR
RENDERINGS -
EVENING / NIGHT

A-024

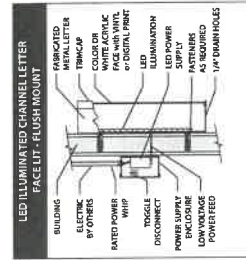


Proposed West Elevation Day View



Proposed West Elevation Night View

SCALE: 1/2" = 1'



1176

ILLUMINATION = 7100K BRIGHT WHITE LED

LEGACY SIGN
GROUP

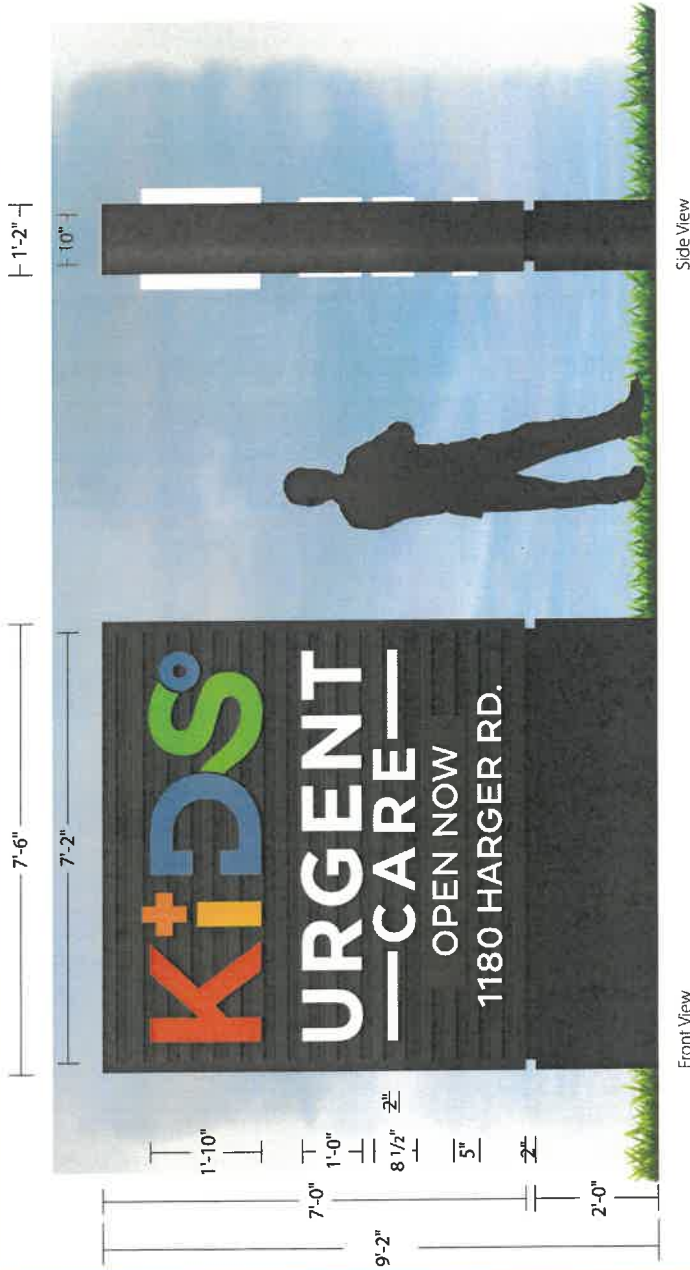
7933 W Hwy 6, Westville, IN 46391

PROJECT #: 240248

1. Updated rendering 03.21.24
2. Add square footage only, no design change 3-27-24 JB

By signing this print, I understand that I am accepting all aspects of this drawing. This includes artwork, specifications, dimensions, spelling and all other representations herein. I also understand that color representations on this print are approximate, and may not match actual colors produced.





SCALE: 1/2" = 1'

ONE (1) DOUBLE FACE ILLUMINATED ROUTED FACE SIGN CABINET with RETAINERS with ALUMINUM POLE COVER

14" SIGNCASE / 2" RETAINERS / 2" REVEAL = PAINTED SATIN MAP BLACK
SIGN FACE = BLACK CORRUGATED METAL
URGENT CARE / RULE LINES = 3/4" WHITE ACRYLIC PUSH THRU
OPEN NOW = 3/4" WHITE ACRYLIC PUSH THRU
ILLUMINATION = 6500K WHITE LED
POLE COVER = PAINTED SATIN MAP BLACK

TWO (2) SETS OF FACE LIT - LED ILLUMINATED CHANNEL LETTERS MOUNTED FLUSH TO BLACK CORRUGATED METAL FACES

3" RETURNS / 1" TRIMCAP = PAINTED SATIN MAP WHITE
FACES = 2447 WHITE ACRYLIC with APPLIED VINYL ON FACES
3630-053 CARDINAL RED
3630-075 MARIGOLD
3630-044 ORANGE
3630-097 BRISTOL BLUE
3630-156 VIVID GREEN
ILLUMINATION = 7100K BRIGHT WHITE LED



7933 W Hwy 6, Westville, IN 46391

PROJECT: Kids Urgent Care
1180 Harger Rd.
Oak Brook, IL 60523

REP: DJ Howis 219-384-6759

DATE: 03-27-2024

DRAWING: DJ-0251-6
REFERENCE:

PROJECT #: 240248

REVISIONS:

1. Updated colors & materials 03.21.24
2. Copy edit (add address), add sq. ft. for code, change pole cover to aluminum from stone 3-27-24 JB

CLIENT APPROVAL:

By signing this print, I understand that I am accepting all aspects of this drawing. This includes artwork, specifications, dimensions, spelling and all other representations herein. I also understand that color representations on this print are approximate, and may not match actual colors produced.



UL
E324540

Front Elevation
Height: 7'-6" (to top of sign)
Width: 1'-10" (to edge of sign)

Side Elevation
Height: 7'-0" (to top of sign)
Width: 1'-0" (to edge of sign)

Back Elevation
Height: 7'-0" (to top of sign)
Width: 1'-0" (to edge of sign)

ONE (1) DOUBLE FACE ILLUMINATED ROUTED FACE SIGN CABINET WITH RETAINERS WITH ALUMINUM POLE COVER

1 1/2" SIGN CASE / 2" RETAINERS / 2" REVEAL = PAINTED SATIN MAP BLACK

URGENT CARE / PULSE & LIMBS = 3/4" WHITE ACRYLIC PUSH THRU

OPEN NOW = 3/4" WHITE ACRYLIC PUSH THRU

ILLUMINATION = 6500K WHITE LED

POLE COVER = PAINTED SATIN MAP BLACK

TWO (2) SETS OF FACE LIT - LED ILLUMINATED CHANNEL LETTERS MOUNTED FLUSH TO BLACK CORRUGATED METAL FACES

3" RETURNS / 1" TRIMCAP = PAINTED SATIN MAP WHITE

FACES = 2447 WHITE ACRYLIC WITH APPLIED VINYL ON FACES

3630-033 CARDINAL RED

3630-075 MARIAGOLD

3630-044 ORANGE

3630-036 BLUE

3630-158 VIVID GREEN

ILLUMINATION = 7100K BRIGHT WHITE LED

7933 W Hwy 6, Westville, IN 46391

DATE: 05-17-2024

PROJECT: Kids Urgent Care

LOCATION: 1180 Harger Rd

CONTRACT: 4-16623

PROJ: 24024

REVISIONS:

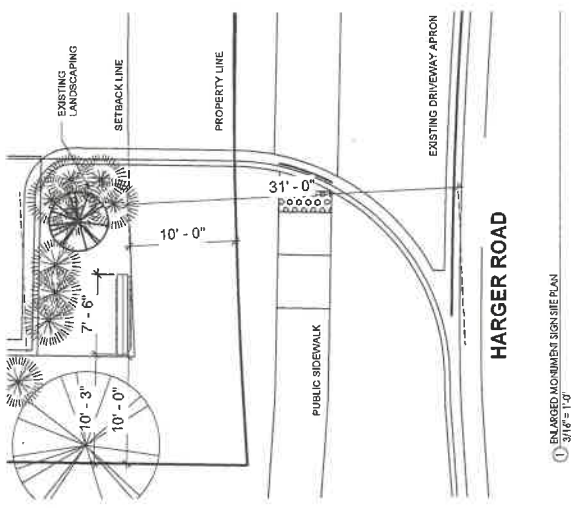
1. SUSANNE COLON & MICHAEL J. 24

2. COPY LEFT AND ADDRESS, ADD LEFT FOR ROAD, CHANGE

3. GIVE COVER TO JUNE FROM FROM 10/12/24 2 7/24/24

CLIENT APPROVAL

By signing this plan, the client agrees to the design and construction of the sign as shown on this plan. The client understands that the sign is a permanent structure and that the sign is subject to the local zoning and building codes. The client agrees to pay for the sign and to maintain the sign in good condition.



RWE

PLANNING • DESIGN

ARCHITECTURE

1500 DOWNS AVE, DOWNS GROVE, IL 60515

KIDS URGENT CARE

1180 HARGER ROAD

OAK BROOK, ILLINOIS



REV. DESCRIPTION DATE

1. PRELIMINARY 11/17/2024

2. PRELIMINARY 12/07/2024

3. PRELIMINARY 12/07/2024

4. PRELIMINARY 12/07/2024

5. PRELIMINARY 12/07/2024

6. PRELIMINARY 12/07/2024

7. PRELIMINARY 12/07/2024

8. PRELIMINARY 12/07/2024

9. PRELIMINARY 12/07/2024

10. PRELIMINARY 12/07/2024

PROJECT # 24024

DATE 05-17-2024

PROJECT RWT/PLANNING & DESIGN INC. 2024

ENLARGED MONUMENT SIGN SITE PLAN

A-004



RWE
PLANNING + DESIGN
ARCHITECTURE - PLANNING DESIGN
1800 GOSSETT AVE., SUITE 200
OAKBROOK, ILLINOIS 60151

KIDS URGENT CARE
1180 HARGER ROAD
OAKBROOK, ILLINOIS 60151

7/10/2024 8:53:45 AM

REV.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	11/27/2023
2	REVISIONS	12/22/2023
3	PERMIT APPLICATION	1/13/2024
4	PERMIT APPROVAL	1/23/2024
5	PERMIT APPROVAL	1/23/2024

PROJECT # 132617
COPYRIGHT RWE PLANNING & DESIGN INC. 2024

ROW INTERSECTION VIEWS

A-005

787' - 10"

EXISTING SCREENING

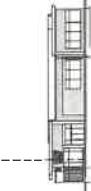


16TH STREET R.O.W.

② ROW SECTION TO 16TH STREET
1" = 30' 0"

OFFICE BUILDING BEYOND

MALL RING ROAD



EX. PERGOLA



SHAKE SHACK



SPRING ROAD R.O.W.

① ROW SECTION TO SPRING
1" = 30' 0"



RWE
PLANNING & DESIGN
ARCHITECTURE PLANNING DESIGN
1300 OGDEN AVE. DOWNERS GROVE, IL 60515

KIDS URGENT CARE
1180 HARGIS ROAD
OAK BROOK, ILLINOIS

REV.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	11/15/2024
2	PERMIT SUBMITTAL	11/27/2024
3	PERMIT REVIEW	12/10/2024
4	PERMIT REVIEW	12/10/2024

ROW INTERSECTION SECTION

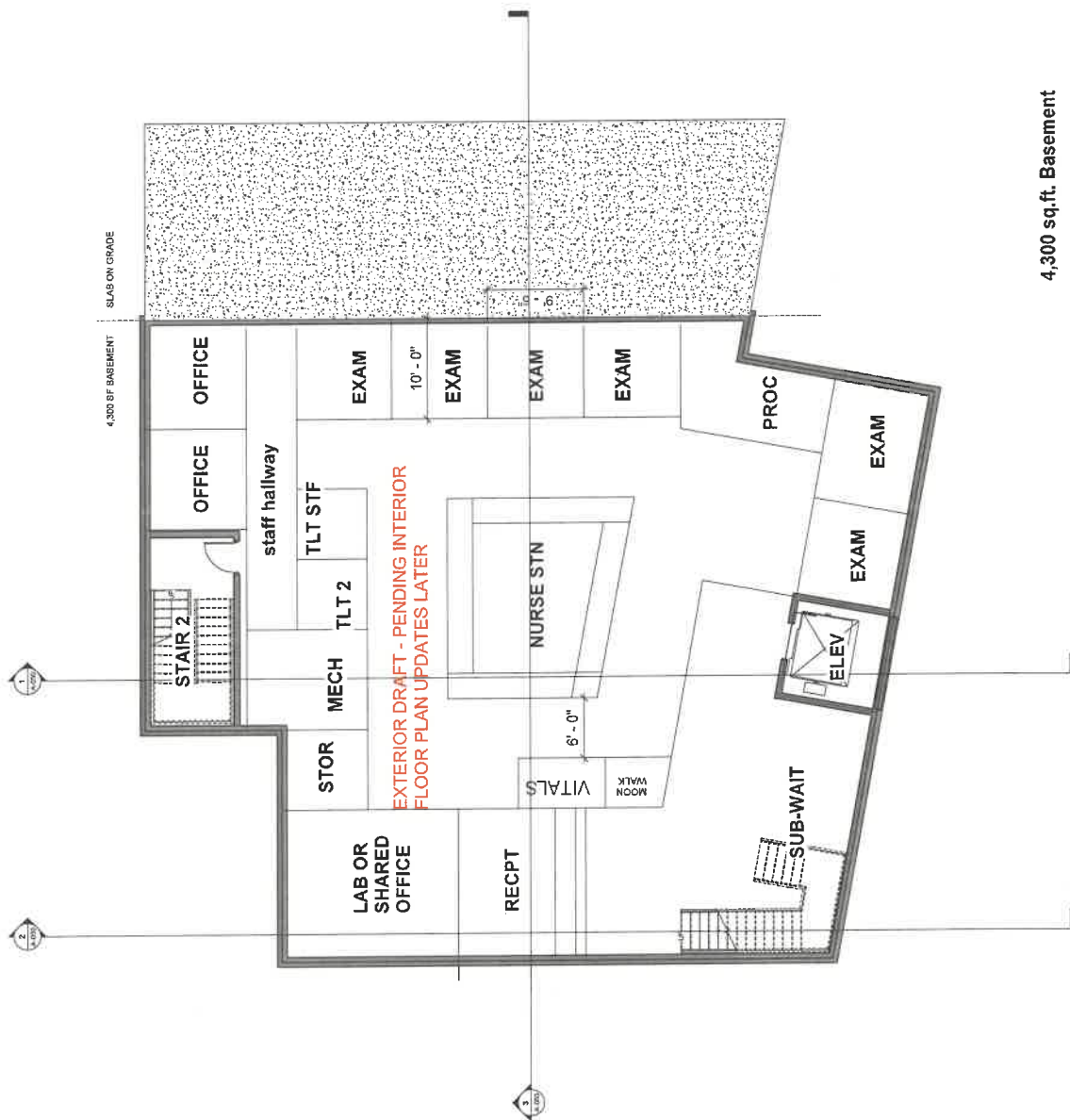
A-006

CONFIDENTIAL
1180 HARPER ROAD, OH, IL

PROJECT NUMBER:		123456
REV.	DESCRIPTION	DATE
		11/17/2020

FLOOR PLAN -
BASEMENT

A-102



2 FLOOR PLAN - BASEMENT AS2
3/18 - 1/19



OAK BROOK
Illinois

ITEM 5.B.

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Regular Meeting
of
April 23, 2024

SUBJECT: Approval of Closed Meeting Minutes

FROM: Netasha Scarpiniti, Village Clerk

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: Motion to Approve the Regular Executive Meeting Minutes of February 27, 2024.

Background/History:

The Open Meetings Act requires that all public bodies shall keep written minutes of all their meetings, whether open or closed. The public body shall periodically, but no less than semi-annually, meet to review minutes of all closed sessions that had not been released to the public.

At this time the Executive Minutes of February 27, 2024, are ready to be approved as written on April 23, 2024, but are not ready to be released to the Public.

Recommendation:

The Board approves the Regular Executive Meeting Minutes of February 27, 2024.

Attachments:

None

Approval for Payroll Paydate: 04/18/24

Total Gross Payroll	\$	603,393.56
----------------------------	-----------	-------------------

Employee Deductions:

Illinois Municipal Retirement Fund	\$	14,038.39
Police Pension Fund	\$	17,915.88
Fire Pension Fund	\$	12,406.15
Federal Tax Withholding	\$	61,924.16
State Tax Withholding	\$	25,393.69
Social Security and Medicare	\$	23,525.94
ICMA/NACO/457	\$	24,794.93
Court Orders	\$	1,357.04
Insurance Contributions	\$	21,372.32
Aflac Contributions	\$	1,142.57
Mo Voi Life	\$	396.78
Police Union Dues	\$	-
Fire Union Dues	\$	1,398.18
Public Works Union Dues	\$	1,179.79
125-Medical/Dependent Care	\$	2,950.96

Total Employee Deductions		209,796.78
----------------------------------	--	-------------------

Net Payroll	\$	393,596.78
--------------------	-----------	-------------------

Village Expenses:

Police Pension	\$	74,935.93
Fire Pension	\$	72,757.71
IMRF Pension	\$	18,505.74
Insurance Contributions	\$	85,082.88
Social Security and Medicare	\$	23,525.94

Total Village Expenses		274,808.20
-------------------------------	--	-------------------

Total Payroll (Gross Payroll plus Village Expenses)	\$	878,201.76
--	-----------	-------------------

Payroll Date: 04/18/24

Employee Deductions		Pension	Salary by Pension	Percent of
		Deduction	Plan	Pensionable Salary**
	Police	\$ 17,915.88	\$ 180,786.35	9.910%
	Fire	12,406.15	131,213.18	9.455%
	IMRF	9,605.04	213,445.46	4.500%
	Non-Pensionable	-		0.000%
			<u>\$ 525,444.99</u>	

Village Payment into Pensions		Village	Percent of Payroll*	Percent "Match" of what Employee Contributes
		Contribution		
	Police	\$ 74,935.93	41.45%	418.3%
	Fire	72,757.71	55.45%	586.5%
	IMRF	18,505.74	8.67%	192.7%
		<u>\$ 166,199.38</u>		

*Police and Fire Village contribution rates reflect the State minimum funding requirements. The rates to match 100% funding by 2040 are 51.5% for Police and 67.3% for Fire.

**IMRF employee contribution percentage is statutorily set at 4.5% of pensionable salary; Tier II enrollees are capped at \$123,489.18 for 2023. A drop in percentage of pensionable salary below 4.5% for employee contribution reflects Tier II enrollees having met the pensionable wage cap for a given year.



VILLAGE OF OAK BROOK

MONTHLY FINANCIAL REPORTS

MARCH 2024



Executive Summary on Village Funds

Through March 31, 2024

	YTD		YTD		YTD	Estimated
	Revenues		Expenditures		Net Fund Increase (Decrease)	YTD Ending Fund Balance (Deficit)
<u>Governmental Funds</u>						
General Fund (Major Fund) <i>Main operating fund of the Village.</i>	\$	8,185,236	\$	6,609,030	\$ 1,576,207	\$ 44,201,595
Hotel Fund (Major Fund) <i>Collects and spends resources from the 3% hotel/motel tax.</i>	\$	374,571	\$	84,558	\$ 290,014	\$ 4,061,211
Motor Fuel Tax Fund <i>Collects and spends resources from the State motor fuel tax.</i>	\$	119,082	\$	44,393	\$ 74,689	\$ 2,096,791
Infrastructure Fund (Major Fund) <i>Accounts for construction and maintenance of roadways, drainage, and safety path systems.</i>	\$	2,323,581	\$	257,906	\$ 2,065,675	\$ 16,490,182
<u>Enterprise Funds</u>						
Water Fund (Major Fund) <i>Collects user fees for the distribution of water and maintenance of infrastructure.</i>	\$	2,302,168	\$	1,168,834	\$ 1,133,334	\$ 23,051,976
Sports Core Fund (Major Fund) <i>Accounts for revenues and expenses relating to administration, programs, food and beverage operations, and golf course.</i>	\$	434,861	\$	508,398	\$ (73,538)	\$ 2,830,351
<u>Internal Service Funds</u>						
Insurance Fund <i>Accounts for the Village's health insurance costs and the related contributions from the Village, employees, retirees, and other agencies.</i>	\$	508,445	\$	999,911	\$ (491,466)	\$ 73,977
Garage Fund <i>Accounts for the maintenance of the Village's vehicle fleet and the related departmental reimbursements.</i>	\$	184,500	\$	132,783	\$ 51,717	\$ 398,191
Equipment Replacement Fund <i>Accounts for the replacement of the Village's vehicle fleet and the related departmental contributions.</i>	\$	351,576	\$	116,744	\$ 234,832	\$ 3,282,789

Further information on the Village's major funds (as indicated above) can be found on the proceeding pages.

Village of Oak Brook
General Fund Financial Update
For the Period Ending March 31, 2024

	3/31/23	3/31/24	3/31/24	3/31/24	2024	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Difference
	Actual	Actual	Amended	Amended	Budget	Prior
			Budget	Budget		Year
<u>OPERATING REVENUES</u>						
Sales Tax	\$ 5,137,363	4,998,802	\$ 4,124,151	121.2%	\$ 16,496,604	\$ (138,562)
State Income Tax	312,760	333,460	327,750	101.7%	1,311,000	20,700
Replacement Tax	222,971	139,548	187,754	74.3%	751,015	(83,423)
Road & Bridge Tax	-	15,433	8,750	176.4%	35,000	15,433
Local Use Tax	97,680	90,918	84,000	108.2%	336,000	(6,762)
Cannabis Use Tax	3,079	3,327	3,295	101.0%	13,180	248
Grants	-	151,500	41,416	365.8%	165,662	151,500
Utility/Telecom. Tax	1,310,982	736,254	1,150,000	64.0%	4,600,000	(574,728)
Licenses and Permits	1,639,847	685,561	561,953	122.0%	2,247,810	(954,287)
Charges for Services	892,133	275,243	543,663	50.6%	2,174,650	(616,890)
Investment Interest	200,216	275,341	112,500	244.7%	450,000	75,125
Miscellaneous Income	161,747	260,865	229,017	113.9%	916,070	99,118
Total Operating Revenues	\$ 9,978,779	\$ 7,966,251	\$ 7,374,248	108.0%	\$ 29,496,991	\$ (2,012,527)
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 4,336,723	\$ 4,695,343	\$ 5,641,303	83.2%	\$ 22,565,214	\$ 358,620
Materials and Supplies	123,804	112,980	165,399	68.3%	661,594	\$ (10,824)
Operation and Contract	1,198,739	1,770,749	1,581,078	112.0%	6,324,313	\$ 572,010
Other Expenditures	2,147	2,123	2,475	85.8%	9,900	\$ (24)
Capital Outlay	3,312	27,835	165,777	16.8%	663,107	\$ 24,522
Total Operating Expenditures	\$ 5,664,725	\$ 6,609,030	\$ 7,556,032	87.5%	\$ 30,224,129	\$ 944,304
SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES	\$ 4,314,053	\$ 1,357,222	\$ (181,784)	-746.6%	\$ (727,137)	\$ (2,956,831)
<u>INTERFUND TRANSACTIONS</u>						
Transfers In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Transfers Out				N/A		-
Reimbursements From Other Funds	195,428	218,985	218,985	100.0%	875,938	23,557
Reimbursements To Other Funds	-	-	25,000	0.0%	100,000	-
Sports Core Loan				N/A	-	-
Total Interfund Transactions	\$ 195,428	\$ 218,985	\$ 243,985	89.8%	\$ 975,938	\$ 23,557
NET FUND INCREASE (DECREASE)	\$ 4,509,482	\$ 1,576,207	\$ 62,200		\$ 248,801	\$ (2,933,275)

**Village of Oak Brook
Hotel Tax Fund Financial Update
For the Period Ending March 31, 2024**

	3/31/23	3/31/24	3/31/24	3/31/24	2024	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Prior
	Actual	Actual	Amended	Amended	Budget	Year
	Budget		Budget			
<u>OPERATING REVENUES</u>						
Hotel Tax	\$ 286,749	\$ 348,059	\$ 362,500	96.0%	\$ 1,450,000	\$ 61,310
Investment Interest	15,201	26,512	6,250	424.2%	25,000	11,311
Loan Interest	-	-	500	0.0%	2,000	-
Miscellaneous	-	-	-	-	-	-
Total Operating Revenues	\$ 301,950	\$ 374,571	\$ 369,250	101.4%	\$ 1,477,000	\$ 72,621
<u>EXPENDITURES</u>						
Operation and Contract	\$ 12,546	\$ 20,673	\$ 176,261	11.7%	\$ 705,045	\$ 8,127
Capital Outlay	-	2,906	68,750	4.2%	275,000	2,906
Total Expenditures	\$ 12,546	\$ 23,580	\$ 245,011	9.6%	\$ 980,045	\$ 11,034
SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES	\$ 289,404	\$ 350,992	\$ 124,239	282.5%	\$ 496,955	\$ 61,588
<u>INTERFUND TRANSACTIONS</u>						
Transfer Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Reimbursements to Other Funds	(87,371)	(60,978)	(60,979)	100.0%	(243,915)	26,393
Total Interfund Transactions	\$ (87,371)	\$ (60,978)	\$ (60,979)	100.0%	\$ (243,915)	\$ 26,393
NET FUND INCREASE (DECREASE)	\$ 202,033	\$ 290,014	\$ 63,260		\$ 253,040	\$ 87,981

Note - Expenditures are recorded in program 171.

Village of Oak Brook
Infrastructure Fund Financial Update
For the Period Ending March 31, 2024

	3/31/23	3/31/24	3/31/24	3/31/24	2024	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Prior
	Actual	Actual	Amended	Amended	Budget	Year
	Budget		Budget			
<u>OPERATING REVENUES</u>						
Non-Home Rule Sales Tax	\$ 2,161,371	\$ 2,204,203	\$ 1,675,750	131.5%	\$ 6,703,000	\$ 42,832
Charges for Services			-	N/A		\$ -
Investment Interest	47,474	117,388	31,250	375.6%	125,000	69,914
Grants	-	-	-	N/A	-	-
Miscellaneous	-	1,990	5,750	34.6%	23,000	1,990
Total Operating Revenues	\$ 2,208,845	\$ 2,323,581	\$ 1,712,750	135.7%	\$ 6,851,000	\$ 114,736
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 27,904	\$ 40,775	\$ -	N/A	\$ -	\$ 12,872
Materials and Supplies	101,740	32	11,625	0.3%	46,500	(101,707)
Operation and Contract	151,276	202,806	435,742	46.5%	1,742,968	51,530
Other Expenditures	-	-	84,975	0.0%	339,899	-
Capital Outlay	1,314,661	6,291	845,944	0.7%	3,383,775	(1,308,370)
Total Operating Expenditures	\$ 1,595,580	\$ 249,905	\$ 1,378,286	18.1%	\$ 5,513,142	\$ (1,345,675)
<u>SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES</u>	\$ 613,265	\$ 2,073,676	\$ 334,464	620.0%	\$ 1,337,858	\$ 1,460,411
<u>INTERFUND TRANSACTIONS</u>						
Transfers In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Reimbursements From Other Funds	54,390	-	-	N/A	-	(54,390)
Reimbursements To Other Funds	(84,975)	(8,001)	-	N/A	-	76,974
Total Interfund Transactions	\$ (30,585)	\$ (8,001)	\$ -	N/A	\$ -	\$ 22,584
NET FUND INCREASE (DECREASE)	\$ 582,680	\$ 2,065,675	\$ 334,464		\$ 1,337,858	\$ 1,482,995

Village of Oak Brook
Water Fund Financial Update
For the Period Ending March 31, 2024

	3/31/23	3/31/24	3/31/24	3/31/24	2024	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Prior
	Actual	Actual	Amended	Amended	Budget	Year
			Budget	Budget		
<u>OPERATING REVENUES</u>						
Plan Review Fees	\$ 525	\$ 152	\$ 131	115.6%	\$ 525	\$ (373)
Building/Inspection Fees	600	-	500	0.0%	2,000	(600)
Water Sales	1,856,638	2,051,167	2,680,000	76.5%	10,720,000	194,529
Unmetered Sales	6,016	12,926	16,250	79.5%	65,000	6,910
Water Connection Fees	107,410	15,870	35,000	45.3%	140,000	(91,540)
Fire Service Charge	-	-	-	N/A	-	-
Meter Charges	6,887	3,790	4,325	87.6%	17,300	(3,097)
Special Services	12,811	-	2,500	0.0%	10,000	(12,811)
Investment Interest	179,628	197,211	87,500	225.4%	350,000	17,583
Proceeds from Property Sale	-	-	-	N/A	-	-
Miscellaneous	33,172	21,052	287,433	7.3%	1,149,730	(12,120)
Total Operating Revenues	\$ 2,203,687	\$ 2,302,168	\$ 3,113,639	73.9%	\$ 12,454,555	\$ 98,480
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 129,433	\$ 151,296	\$ 196,603	77.0%	\$ 786,413	\$ 21,863
Materials and Supplies	17,129	27,521	34,304	80.2%	137,216	10,393
Operation and Contract	733,598	880,695	1,775,342	49.6%	7,101,369	147,096
Capital Outlay	-	101	1,422,500	0.0%	5,690,000	101
Total Expenditures	\$ 880,160	\$ 1,059,613	\$ 3,428,750	30.9%	\$ 13,714,999	\$ 179,453
Surplus (Deficit) of Revenues Over Expenditures	\$ 1,323,527	\$ 1,242,555	\$ (315,111)	-394.3%	\$ (1,260,444)	\$ (80,973)
<u>INTERFUND TRANSACTIONS</u>						
Reimbursements To Other Funds	\$ (46,649)	\$ (109,221)	\$ (109,220)	100.0%	\$ (436,879)	\$ (62,572)
Total Interfund Transactions	\$ (46,649)	\$ (109,221)	\$ (109,220)	100.0%	\$ (436,879)	\$ (62,572)
Fund Increase/(Decrease) - Budgetary Basis	\$ 1,276,879	\$ 1,133,334	\$ (424,331)		\$ (1,697,323)	\$ (143,545)
<u>ADJUSTMENTS TO GAAP BASIS*</u>						
Remove Capital Outlay	\$ -	\$ 101				
Depreciation Expense	(95,833)	(143,750)				
IMRF Pension Expense	(7,500)	(11,250)				
OPEB Expense	(5,000)	(7,500)				
Total GAAP Adjustments	\$ (108,333)	\$ (162,399)				
Fund Increase/(Decrease) - GAAP Basis	\$ 1,168,545	\$ 970,935				

*Estimates based on historical year-end audit adjustments. Actual amounts are not measured and recorded until the end of the year.

Village of Oak Brook
Monthly Operating Statement
Sports Core Fund Consolidated Presentation
For the Period Ending March 31, 2024

					3/31/24	3/31/24	3/31/24	2024	3/31/23	Difference
	B&T Recreation	Field	Clubhouse	Golf	3/31/24	YTD	% of YTD	2024	3/31/23	Difference
	Operations	Operations	Operations	Club	YTD	Amended	Amended	Adopted	YTD	Prior
					Total	Budget	Budget	Budget	Total	Year
<u>OPERATING REVENUES</u>										
Memberships	\$ 71,550	\$ -	\$ -	\$ 232,025	\$ 303,575	\$ 237,681	127.7%	\$ 950,725	\$ 246,450	\$ 57,125
Greens Fees	-	-	-	25,932	25,932	351,250	7.4%	1,405,000	2,476	23,457
Pro Shop Sales	-	-	-	5,681	5,681	54,500	10.4%	218,000	12,929	(7,249)
Golf Lessons	-	-	-	6,475	6,475	11,250	57.6%	45,000	5,940	535
Driving Range Fees	-	-	-	53,694	53,694	97,500	55.1%	390,000	49,510	4,184
Rentals	-	5,250	22,053	8,228	35,531	249,550	14.2%	998,200	93,052	(57,520)
Programs/User Fees	-	-	-	-	-	27,450	0.0%	109,800	-	-
Food Sales	-	-	-	-	-	11,975	0.0%	47,900	497	(497)
Beverage Sales	-	-	-	-	-	19,413	0.0%	77,650	3,139	(3,139)
Taste of Oak Brook	-	-	-	-	-	-	N/A	-	-	-
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	2,588	-	-	1,385	3,972	24,790	16.0%	99,160	443	3,530
Total Operating Revenues	\$ 74,138	\$ 5,250	\$ 22,053	\$ 333,420	\$ 434,861	\$ 1,085,359	40.1%	\$ 4,341,435	\$ 414,434	\$ 20,426
<u>OPERATING EXPENDITURES</u>										
Personnel	\$ -	\$ -	\$ -	\$ 159,996	\$ 159,996	\$ 348,745	45.9%	\$ 1,671,380	\$ 177,085	\$ (17,089)
Materials & Supplies	2,215	-	3,752	20,324	26,291	108,313	24.3%	718,900	(17,527)	43,819
Operational & Contractual	132,071	927	11,890	91,801	236,689	271,061	87.3%	942,765	137,933	98,756
Other	12,696	-	-	-	12,696	-	N/A	-	-	12,696
Capital	13,586	-	-	21,048	34,634	269,064	12.9%	466,750	39,965	(5,330)
Total Operating Expenditures	\$ 160,568	\$ 927	\$ 15,642	\$ 293,169	\$ 470,307	\$ 997,183	47.2%	\$ 3,799,795	\$ 337,456	\$ 132,851
B&T Administration Overhead Allocation*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Operating Revenues Over (Under) Expenditures	\$ (86,431)	\$ 4,323	\$ 6,411	\$ 40,250	\$ (35,447)	\$ 88,176	-40.2%	\$ 541,640	\$ 76,978	\$ (112,425)
<u>INTERFUND TRANSACTIONS</u>										
Interfund Loan**	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Transfer From General Fund	-	-	-	-	-	-	N/A	-	-	-
Transfer From Golf Surcharge Fund	-	-	-	-	-	(6,239)	0.0%	(24,957)	-	-
Reimbursement From Infrastructure Fund	-	-	-	-	-	-	N/A	-	-	-
Reimbursement From Water Fund	-	-	-	-	-	10,000	0.0%	40,000	-	-
Reimbursement To General Fund	-	-	-	(38,091)	(38,091)	(43,150)	88.3%	(172,600)	-	(38,091)
Total Interfund Transactions	\$ -	\$ -	\$ -	\$ (38,091)	\$ (38,091)	\$ (39,389)	96.7%	\$ (157,557)	\$ -	\$ (38,091)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ (86,431)	\$ 4,323	\$ 6,411	\$ 2,159	\$ (73,538)	\$ 48,787		\$ 384,083	\$ 76,978	\$ (150,516)
<u>ADJUSTMENTS TO GAAP BASIS**</u>										
Remove Capital Outlay	\$ 13,586	\$ -	\$ -	\$ 21,048	\$ 34,634				\$ 39,965	
Depreciation Expense	(42,057)	(421)	(25,000)	(61,575)	(129,053)				(129,053)	
IMRF Pension Expense	(513)	-	(1,250)	(6,125)	(7,888)				(7,888)	
OPEB Expense	-	-	(1,250)	(7,000)	(8,250)				(8,250)	
Total GAAP Adjustments	\$ (28,983)	\$ (421)	\$ (27,500)	\$ (53,652)	\$ (110,556)				\$ (105,226)	
Fund Increase/(Decrease) - GAAP Basis	\$ (115,414)	\$ 3,901	\$ (21,089)	\$ (51,493)	\$ (184,094)				\$ (28,248)	

*Overhead allocation is comprised of salaries, business forms, liability insurance, building & grounds maintenance and bank service fees in Program 811 - Sports Core General Operations distributed to various Sports Core Programs on a % basis.

**Estimates based on historical year-end audit adjustments. Actual amounts are not measured and recorded until the end of the year.

Village of Oak Brook
Monthly Operating Statement
Bath & Tennis Club Recreation Operations
For the Period Ending March 31, 2024

	811	812	813	822	3/31/24	3/31/24	3/31/24	2024	3/31/23	Difference
	B&T Admin	Swimming	Tennis	Poolside Café	YTD Total	YTD Adopted Budget	% of YTD Amended Budget	Adopted Budget	YTD Total	Prior Year
OPERATING REVENUES										
Memberships	\$ -	\$ 70,550	\$ 1,000	\$ -	\$ 71,550	\$ 110,694	64.6%	\$ 442,775	\$ -	\$ 71,550
Programs/User Fees	-	-	-	-	-	27,450.00	0.0%	109,800	-	-
Food Sales	-	-	-	-	-	1,500.00	0.0%	6,000	-	-
Beverage Sales	-	-	-	-	-	600.00	0.0%	2,400	-	-
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	588	-	-	2,000	2,588	22,540	11.5%	90,160	443	2,145
Total Operating Revenues	\$ 588	\$ 70,550	\$ 1,000	\$ 2,000	\$ 74,138	\$ 162,784	45.5%	\$ 651,135	\$ 443	\$ 73,695
OPERATING EXPENDITURES										
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62,972	0.0%	\$ 251,888	\$ -	\$ -
Materials & Supplies	-	2,151	-	63	2,215	11,345	19.5%	45,380	5,098	(2,883)
Operational & Contractual	80,802	50,342	927	-	132,071	143,258	92.2%	573,034	62,897	69,175
Other	12,696	-	-	-	12,696	-	N/A	-	-	12,696
Capital	1,830	11,757	-	-	13,586	218,625	6.2%	874,500	-	13,586
Total Operating Expenditures	\$ 95,328	\$ 64,250	\$ 927	\$ 63	\$ 160,568	\$ 436,200	36.8%	\$ 1,744,801	\$ 67,995	\$ 92,574
B&T Administration Overhead Allocation*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ 37,457	\$ -	\$ -
Operating Revenues Over (Under) Expenditures	\$ (94,740)	\$ 6,300	\$ 73	\$ 1,937	\$ (86,431)	\$ (273,417)	31.6%	\$ (1,056,210)	\$ (67,552)	\$ (18,879)
Transfer From General Fund	-	-	-	-	-	-	N/A	-	-	-
Reimbursement From Infrastructure Fund	-	-	-	-	-	\$ -	N/A	-	-	-
Reimbursement From Water Fund	10,002	-	-	-	-	10,000	0.0%	40,000	-	-
Reimbursement To General Fund	-	-	-	-	-	(5,061)	0.0%	(20,242)	-	-
Total Interfund Transactions	\$ 10,002	\$ -	\$ -	\$ -	\$ -	\$ 4,940	0.0%	\$ 19,758	\$ -	\$ -
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ (84,738)	\$ 6,300	\$ 73	\$ 1,937	\$ (86,431)	\$ (268,477)		\$ (1,036,452)	\$ (67,552)	\$ (18,879)
ADJUSTMENTS TO GAAP BASIS**										
Remove Capital Outlay	\$ 1,830	\$ 11,757	\$ -	\$ -	\$ 13,586				\$ -	
Depreciation Expense	(16,090)	(25,000)	(675)	(292)	(42,057)				(42,057)	
IMRF Pension Expense	(500)	-	-	(13)	(513)				(513)	
Total GAAP Adjustments	\$ (14,760)	\$ (13,244)	\$ (675)	\$ (305)	\$ (28,983)				\$ (42,569)	
Fund Increase/(Decrease) - GAAP Basis	\$ (99,498)	\$ (6,943)	\$ (602)	\$ 1,632	\$ (115,414)				\$ (110,121)	

*Overhead allocation is comprised of salaries, business forms, liability insurance, building & grounds maintenance and bank service fees in Program 811 - Sports Core General Operations distributed to various Sports Core Programs on a percentage basis.

**Estimates based on historical year-end audit adjustments. Actual amounts are not measured and recorded until the end of the year.

Village of Oak Brook
Monthly Operating Statement
Open Fields Operations
For the Period Ending March 31, 2024

	815 Polo	816 Open Fields	3/31/24 YTD Total	3/31/24 YTD Amended Budget	3/31/24 % of YTD Amended Budget	2024 Adopted Budget	3/31/23 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>								
Field Rentals	\$ -	\$ 5,250	\$ 5,250	\$ 48,250	10.9%	\$ 193,000	\$ 4,500	\$ 750
Range Rentals	-	-	-	-	N/A	-	-	-
Taste of Oak Brook	-	-	-	-	N/A	-	-	-
Other Revenue	-	-	-	-	N/A	-	-	-
Total Operating Revenues	\$ -	\$ 5,250	\$ 5,250	\$ 48,250	10.9%	\$ 193,000	\$ 4,500	\$ 750
<u>OPERATING EXPENDITURES</u>								
Personnel	\$ -	\$ -	\$ -	\$ -	N/A		\$ -	\$ -
Materials & Supplies	-	-	-	2,373	0.0%	\$ 9,490	-	-
Operational & Contractual	-	927	927	19,013	4.9%	76,050	18,181	(17,254)
Other	-	-	-	-	N/A	-	-	-
Capital	-	-	-	11,500	0.0%	46,000	-	-
Total Operating Expenditures	\$ -	\$ 927	\$ 927	\$ 32,885	2.8%	\$ 131,540	\$ 18,181	\$ (17,254)
Operating Revenues Over (Under) Expenditures	\$ -	\$ 4,323	\$ 4,323	\$ 15,365	28.1%	\$ 61,460	\$ (13,681)	\$ 18,004
<u>INTERFUND TRANSACTIONS</u>								
Transfer From Hotel Tax Fund	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Total Interfund Transactions	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ -	\$ 4,323	\$ 4,323	\$ 15,365		\$ 61,460	\$ (13,681)	\$ 18,004
<u>ADJUSTMENTS TO GAAP BASIS**</u>								
Remove Capital Outlay	\$ -	\$ -	\$ -				\$ -	
Depreciation Expense	-	(421)	(421)				(421)	
Total GAAP Adjustments	\$ -	\$ (421)	\$ (421)				\$ (421)	
Fund Increase/(Decrease) - GAAP Basis	\$ -	\$ 3,901	\$ 3,901				\$ (14,103)	

*Overhead allocation is comprised of salaries, business forms, liability insurance, building & grounds maintenance and bank service fees in Program 811 - Sports Core General Operations distributed to various Sports Core Programs on a percentage basis.

**Estimates based on historical year-end audit adjustments. Actual amounts are not measured and recorded until the end of the year.

Village of Oak Brook
Monthly Operating Statement
Bath & Tennis Clubhouse Operations
For the Period Ending March 31, 2024

	821 B&T Clubhouse	3/31/24 YTD Amended Budget	3/31/24 % of YTD Amended Budget	2024 Adopted Budget	3/31/23 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>						
Rentals	\$ 22,053	\$ 58,250	37.9%	\$ 233,000	\$ 87,500	\$ (65,447)
Other Revenue	-	-	0.0%	-	-	-
Total Operating Revenues	\$ 22,053	\$ 58,250	37.9%	\$ 233,000	\$ 87,500	\$ (65,447)
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ -	\$ -	N/A	\$ -	\$ 35,738	\$ (35,738)
Materials & Supplies	3,752	3,438	109.2%	13,750	5,993	(2,241)
Operational & Contractual	11,890	13,245	89.8%	52,978	19,210	(7,321)
Capital	-	-	N/A	-	-	-
Total Operating Expenditures	\$ 15,642	\$ 16,682	93.8%	\$ 66,728	\$ 60,942	\$ (45,300)
B&T Administration Overhead Allocation*	\$ -	\$ -	N/A	\$ (12,500)	\$ -	\$ -
Operating Revenues Over (Under) Expenditures	\$ 6,411	\$ 41,568	15.4%	\$ 153,772	\$ 26,558	\$ (20,147)
<u>INTERFUND TRANSACTIONS</u>						
Transfer From General Fund	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -
Total Interfund Transactions	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 6,411	\$ 41,568		\$ 153,772	\$ 26,558	\$ (20,147)
<u>ADJUSTMENTS TO GAAP BASIS**</u>						
Remove Capital Outlay	\$ -			\$ -		
Depreciation Expense	(25,000)			(25,000)		
IMRF Pension Expense	(1,250)			(1,250)		
OPEB Expense	(1,250)			(1,250)		
Total GAAP Adjustments	\$ (27,500)			\$ (27,500)		
Fund Increase/(Decrease) - GAAP Basis	\$ (21,089)			\$ (942)		

*Overhead allocation is comprised of salaries, business forms, liability insurance, building & grounds maintenance and bank service fees in Program 811 - Sports Core General Operations distributed to various Sports Core Programs on a percentage basis.

**Estimates based on historical year-end audit adjustments. Actual amounts are not measured and recorded until the end of the year.

Village of Oak Brook
Monthly Operating Statement
Golf Club Programs
For the Period Ending March 31, 2024

	823 Golf Café	831 Golf General Operation	832 Golf Learning & Practice	833 Golf Cart Operations	834 Golf Course Maintenance	3/31/24 YTD Total	3/31/24 YTD Amended Budget	3/31/24 % of YTD Amended Budget	2024 Adopted Budget	3/31/23 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>											
Memberships	\$ -	\$ 232,025	\$ -	\$ -	\$ -	\$ 232,025	\$ 126,988	182.7%	\$ 507,950	\$ 246,450	\$ (14,425)
Greens Fees	-	25,932	-	-	-	25,932	351,250	7.4%	1,405,000	2,476	23,457
Pro Shop Sales	-	5,681	-	-	-	5,681	54,500	10.4%	218,000	12,929	(7,249)
Golf Lessons	-	-	6,475	-	-	6,475	11,250	57.6%	45,000	5,940	535
Driving Range Fees	-	-	53,694	-	-	53,694	97,500	55.1%	390,000	49,510	4,184
Rentals	5,000	-	-	3,228	-	8,228	143,050	5.8%	572,200	1,052	7,177
Food Sales	-	-	-	-	-	-	10,475	0.0%	41,900	497	(497)
Beverage Sales	-	-	-	-	-	-	18,813	0.0%	75,250	3,139	(3,139)
Other Revenue	-	1,385	-	-	-	1,385	2,250	61.5%	9,000	-	1,385
Total Operating Revenues	\$ 5,000	\$ 265,023	\$ 60,169	\$ 3,228	\$ -	\$ 333,420	\$ 816,075	40.9%	\$ 3,264,300	\$ 321,992	\$ 11,428
<u>OPERATING EXPENDITURES</u>											
Personnel	\$ -	\$ 108,010	\$ 706	\$ 220	\$ 51,061	\$ 159,996	\$ 285,773	56.0%	\$ 1,143,092	\$ 141,347	\$ 18,649
Materials & Supplies	(16)	5,201	5,469	359	9,311	20,324	91,158	22.3%	364,633	(28,618)	48,942
Operational & Contractual	-	43,561	-	30,430	17,810	91,801	95,545	96.1%	382,181	37,645	54,156
Other	-	-	-	-	-	-	-	N/A	-	-	-
Capital	-	9,940	-	-	11,108	21,048	38,939	54.1%	155,755	39,965	(18,917)
Total Operating Expenditures	\$ (16)	\$ 166,712	\$ 6,175	\$ 31,009	\$ 89,290	\$ 293,169	\$ 511,415	57.3%	\$ 2,045,661	\$ 190,338	\$ 102,831
Operating Revenues Over (Under) Expenditures	\$ 5,016	\$ 98,311	\$ 53,994	\$ (27,781)	\$ (89,290)	\$ 40,250	\$ 304,660	13.2%	\$ 1,218,639	\$ 131,653	\$ (91,403)
<u>INTERFUND TRANSACTIONS</u>											
Overhead Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (6,239)	0.0%	\$ (24,957)	\$ -	\$ -
Transfers from Other Fund	-	-	-	-	-	-	-	0.0%	150,000	-	-
Reimbursement to General Fund	-	(38,091)	-	-	-	(38,091)	(38,090)	100.0%	(152,358)	-	(38,091)
Total Interfund Transactions	\$ -	\$ (38,091)	\$ -	\$ -	\$ -	\$ (38,091)	\$ (44,329)	85.9%	\$ (27,315)	\$ -	\$ (38,091)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 5,016	\$ 60,220	\$ 53,994	\$ (27,781)	\$ (89,290)	\$ 2,159	\$ 260,331		\$ 1,191,324	\$ 131,653	\$ (129,494)
<u>ADJUSTMENTS TO GAAP BASIS*</u>											
Remove Capital Outlay	\$ -	\$ 9,940	\$ -	\$ -	\$ 11,108	\$ 21,048				\$ 39,965	
Depreciation Expense	(250)	(26,250)	(575)	(3,250)	(31,250)	(61,575)				(61,575)	
IMRF Pension Expense	(625)	(2,500)	(250)	-	(2,750)	(6,125)				(6,125)	
OPEB Expense	(750)	(3,750)	-	-	(2,500)	(7,000)				(7,000)	
Total GAAP Adjustments	\$ (1,625)	\$ (22,560)	\$ (825)	\$ (3,250)	\$ (25,392)	\$ (53,652)				\$ (34,735)	
Fund Increase/(Decrease) - GAAP Basis	\$ 3,391	\$ 37,660	\$ 53,169	\$ (31,031)	\$ (114,682)	\$ (51,493)				\$ 96,918	

*Estimates based on historical year-end audit adjustments. Actual amounts are not measured and recorded until the end of the year.



OAK BROOK
Illinois

ITEM 6.D.1.

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Regular Meeting
of
April 23, 2024

SUBJECT: Construction Services for 2024 Streets Improvement

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$1,713,000.00 for Construction Services in account # 461-90700 of the FY2024 Budget.

RECOMMENDED MOTION: I move that the Village Board authorize staff to seek bids for the 2024 Streets Improvement.

Background/History:

This project consists of pavement rehabilitation for the Village's 2024 Streets Improvement project. Approximately 3.25 miles of roadway are anticipated to be included in this project. It is anticipated that the method of rehabilitation shall be patching, milling, and resurfacing with curb and shoulder spot repairs. Curb ramps adjacent to roadways that are rehabilitated shall be reviewed for ADA/PROWAG compliance. If the ramps are non-compliant, they shall also be included in the project. The list of roadways to be included is Kensington Ct, Kensington Rd, Wennes Ct, Adams Rd, Birchwood Rd, Hunt Club Ln, Hunt Club Dr, and Robin Hood Ranch. Once bids are received, this item will be brought for your consideration.

Recommendation:

I move that the Village Board authorize staff to seek bids for the 2024 Streets Improvement.

Attachments:

None



OAK BROOK
Illinois

ITEM 6.E.1.

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Regular Meeting
of
April 23, 2024

SUBJECT: RESOLUTION R-2206, A Resolution Approving the Release of Closed Meeting Minutes for 2014 to 2016

FROM: Netasha Scarpiniti, Village Clerk

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to Approve Resolution R-2206, a Resolution Approving the Release of Closed Meeting Minutes for 2014 to 2016

Background/History:

Recommendation:

The Open Meetings Act (5 ILCS 120/2.06) requires that all public bodies periodically, but no less than semi-annually, review minutes of all of its closed session minutes that have not been released to the public. Under the Open Meetings Act, to "release" closed session minutes merely means that the Board has determined that there is no longer a need to maintain the minutes as confidential.

The Closed Meeting Minutes from 2014 to 2016 have been reviewed and discussed during the Closed Session Meeting of April 9, 2024 and are now ready to be released to the Public.

Recent Board Review

- The Board has been given the opportunity to review the remaining Minutes from 2014 - 2016 meetings which had not been released or had been previously released as redacted.

At this time, the Village Clerk's office recommends releasing all subject minutes. It is the Clerk's belief that none of the information will affect ongoing litigation matters or contain employees currently employed by the Village of Oak Brook. The Minutes are attached for your perusal.

Below is a list of the Minute dates and topics.

Attachments:

None



ITEM 8.A.

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Regular Meeting
of
April 23, 2024

SUBJECT: Blistex 100, LLC - Parking Variation

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board concur with the recommendation from the Planning & Zoning Commission approving the requested variations to Section 13-12-3H.2 and 13-15-2.A of the Code for the property located at 100 Windsor Drive to allow additional parking spaces subject to the following:

The proposed parking and landscaping shall be in substantial conformance with the plans as submitted and approved. The landscaping will include screening of loading bay doors at the southwest location.

Add the condition “Notwithstanding the attached exhibits, the applicant shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived.”

Background/History:

Blistex Inc. submitted a petition seeking approval of variations in order to increase the number of parking spaces along the south and east frontages of the building adjacent to Windsor Drive and Swift Drive. The Village of Oak Brook Zoning Ordinance (OBZO) allows up to six (6) spaces in the required front yard between the principal structure and the street.

Blistex Inc. intends to convert the Windsor Drive property into a packaging and manufacturing facility and is seeking variations to accommodate employees overlapping in three shifts by adding 96 parking spaces.

At present the site has a total of 46 parking spaces existing on the Windsor Drive property, six of which are located in the existing front yard along Windsor Drive (which will be removed).

Blistex Inc. is seeking to increase the total number of on-site parking spaces to 136 by adding 46

spaces on the front yard and 50 spaces on the yard facing Swift Drive.

The applicant is seeking the variations from Section 13-12-3H.2 in order to accommodate the construction of an additional 96 parking spaces. The petitioner is also seeking a variation from Section 13-15-2A from pursuing an amendment to a planned development through the planned development amendment process.

At the April 3, 2024, meeting of the Planning & Zoning Commission, all members present voted in favor of the request (two P&Z members were absent).

Finding that the applicant had satisfied the requirements for the requested variations, by a vote of 7 to 0, the Planning & Zoning Commission recommended approval of the proposed variations.

Recommendation:

Authorize the Village Attorney to prepare the necessary ordinance granting the requested variations for approval and adoption at a future Board of Trustees meeting.

Attachments:

1. 100 Windsor Drive - Blistex Parking Variation



OAK BROOK *Illinois*

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ITEM
BLISTEX 100 WINDSOR

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6	Preliminary Engineering Review dated February 28, 2024
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VILLAGE OF OAK BROOK *Illinois*

BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS 60523

April 9, 2024

Village President and Board of Trustees
Village of Oak Brook
1200 Oak Brook Road
Oak Brook, IL 60523

Subject: 100 Windsor Drive - Blistex – Variation – To allow the construction of additional parking in the required front yard along Windsor Drive and Swift Drive

Dear Village President and Board of Trustees:

Background

At its meeting on April 3, 2024 the Planning & Zoning Commission held the required public hearing on a petition from Blistex 100, LLC, the property owner, seeking approval of variations in order to construct additional parking along Windsor Drive and Swift Drive. The requested relief to the Zoning Regulations are to the following:

1. Section 13-12-3H.2 allows a maximum of six (6) parking spaces within the required front yard.
2. Section 13-15-2(A) relief from the Planned Development requirements.

The property is located in the ORA-1 District and the applicant is seeking the variations in order to convert the location into a packaging and manufacturing facility which requires employees to work three shifts per day, five days per week. Each shift consists of approximately 75 employees.

The request is to allow an additional 96 parking spaces to be located in the required front yard along Windsor Drive and Swift Drive, for a total of 136 parking spaces.

Public Comment

All interested parties were notified of the public hearing. Bob Lindgren, 1020 Birchwood Drive had questions regarding any other 24-hour manufacturing facilities in the Village. The question was addressed by the applicant stating their other facility was the exact same operation.

Planning & Zoning Commission Discussion and Recommendation

The Planning & Zoning Commission recognized the hardship and unique circumstances for additional parking spaces. They reviewed and deliberated on the proposed variation. The applicant addressed the standards in writing on pages C-C.1 of the case file and by their testimony at the public hearing.

April 3, 2024
Village President and Board of Trustees
RE: 100 Windsor Drive – Parking Variation
Page 2

By a vote of 7 to 0, the Planning & Zoning Commission recommended approval of the requested variation to allow the additional parking spaces to be in the required front yard of Windsor Drive and Swift Drive, subject to the following conditions.

1. The proposed parking and landscaping shall be in substantial conformance with the plans as submitted and approved. The landscaping will include screening of loading bay doors at the southwest location.
2. Add the condition “Notwithstanding the attached exhibits, the applicant shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived.”

Very truly yours,

Raju Iyer

Rajaraman Iyer
Chairman
Planning & Zoning Commission



VILLAGE OF

OAK BROOK
Illinois

MINUTES OF THE APRIL 3, 2024
REGULAR MEETING OF THE
PLANNING & ZONING COMMISSION OF THE
VILLAGE OF OAK BROOK
APPROVED AS WRITTEN/AMENDED ON 2024

1. CALL TO ORDER:

CALL TO ORDER

The Meeting of the Planning & Zoning Commission was called to order by Chairman Raju Iyer at 6:30 p.m.

2. ROLL CALL:

ROLL CALL

Cathy Chiarelli called the roll with the following persons:

PRESENT: Chairman Raju Iyer, Members Jeff Bulin, Natalie Cappetta, Richard DiBernardo, Rahma Hasan, James Pontrelli and Kenneth Wilczak (arrived at 6:37)

IN ATTENDANCE: Trustee Edward Tiesenga, Village Attorney Michale Castaldo III, Director Rebecca Von Drasek, Village Planner Rama Raman and Planning Technician Cathy Chiarelli

3. APPROVAL OF MINUTES

MINUTES

REGULAR PLANNING & ZONING COMMISSION MEETING OF MARCH 6, 2024

MARCH 6, 2024

Motion by Member Hasan, seconded by Member Pontrelli to approve the minutes of the March 6, 2024 Regular Planning & Zoning Commission meeting as written.
VOICE VOTE: Motion Carried.

4. UNFINISHED BUSINESS

UNFINISHED
BUSINESS

There was no unfinished business.

5. NEW BUSINESS

NEW BUSINESS

A. BLISTEX 100, LLC – 100 WINDSOR DRIVE – PARKING VARIATION

BLISTEX 100, LLC –
100 WINDSOR DRIVE
– PARKING VAR

Chairman Iyer announced the commencement of the public hearing for the two proposed variations and all witnesses testifying were sworn in.

Planner Raman gave a brief overview of the proposed petition.

Brendan Penny, Meltzer Purtil & Stelle LLC, 125 S. Wacker Drive, Chicago introduced the speakers for the applicant.

Scott Halliday, COO Blistex Inc. 1800 Swift Drive thanked staff and commission members for their time. He presented a PowerPoint with Blistex's current manufacturing plan, elevations for parking and landscaping as well as the project timeline. The plan was to repurpose 100 Windsor Drive to add significant manufacturing which will require three shifts per day, five days a week with each shift consisting of 75 employees. He insisted that the existing parking lot of 46 spaces would not be sufficient. They proposed an additional 96 spaces, which will be located in the required front yards, for a total of 136 spaces.

Dan Free P.E., V3 7325 Janes Ave, Woodridge presented several slides including the existing and proposed plan. He also presented and explained the landscape plan. The new parking plan is to add 46 spaces on the front yard and 50 spaces on the yard facing Swift Drive.

Mr. Penny reviewed the project benefits and stated that the variation standards were submitted, included in the casefile and he believed they met all standards.

Member Bulin asked how many trees would be saved and inquired about the loading dock screening.

Mr. Free believed four (4) trees would be saved and said tall evergreens would be used for screening.

Member DiBernardo felt the landscape plan needed more screening.

Mr. Free explained that the images of maturity were purposely toned down to provide a visual of the next couple of years. The plantings will eventually grow into full maturity.

Member Wilczak asked about current zoning for 24-hour manufacturing and if staff was comfortable with the stormwater component.

Director Von Drasek noted that a memo from the village engineer did not suggest that the plan would not receive final engineering approval. She was unaware of zoning prohibiting 24-hour manufacturing.

Member Pontrelli inquired about fire truck access.

Planner Raman replied that the fire truck turn and access points will be part of the final permit review.

Bob Lindgren, 1020 Birchwood Lane inquired about any existing 24-hour manufacturing considering any noise issues.

Mr. Halliday responded that 1800 Swift Drive is an existing 24-hour manufacturing facility that has been operating for many years. Just north of the building is a residential district and they are very sensitive to neighbors who have his direct phone number. The new operation is an interior lot surrounded by commercial .

Chairman Iyer stated that the variation standards were subject to the testimony and submitted in writing (casefile).

Motioned by Member Hasan, seconded by Member Bulin to recommend approval of the requested parking variation, subject to the following conditions:

1. The proposed parking and landscaping shall be in substantial conformance with the plans as submitted and approved. The landscaping will include screening of loading bay doors at the southwest location.
2. Add the condition “Notwithstanding the attached exhibits, the applicant shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived.”

ROLL CALL:

Ayes: 7 – Chairman Iyer, Members Bulin, Cappetta, DiBernardo, Hasan, Pontrelli and Wilczak. Motion carried.
Absent: 0 - Vice Chairman Ziemer and Member Nimry

5.

B. 4006 ADAMS ROAD – REAR & SIDE YARD SETBACK VARIATIONS

4006 ADAMS ROAD –
REAR & SIDE YARD
SETBACK VAR

Planner Raman gave a brief overview of the proposed petition.

Peter Gatsch, President of National Energy Contractors, 206 North Ave, Lombard, applicant on behalf of the owner reviewed the request. He described the property as a flag lot with a steep hill flush to the front of the house that is not visual to many neighbors. They want to build a family room behind the house due to a growing family. They are asking for the addition to be in line with the house side yard setback of 14.41 instead of 18’ and a reduction of the rear yard to 25.13’. The lot is heavily wooded and the rear neighbor (closest to the house) sent a letter in support of the petition.

He explained that the topography limited the addition location options due to a very narrow and steep lot. They looked at all options including building in the front of the house. The cost of excavating and water management were concerns and could create structural problems with the principal structure due to the hill and the current retaining wall.

**VILLAGE OF OAK BROOK
Planning & Zoning Commission**

STAFF REPORT

DATE: March 26, 2024

CASE NOS: 2024-3-ZO-VAR

DESCRIPTION: Variation – to permit the construction of 96 parking spaces in a required front yard along Windsor Drive and Swift Drive.

PETITIONER: Blistex 100, LLC

ADDRESS: 100 Windsor Drive

EXISTING ZONING: ORA-1, Office- Research-Assembly District

ZONING/USE OF SURROUNDING PROPERTY:

North: ORA-1, Office Research Assembly District, office and manufacturing facility.

South: ORA-1, Office Research Assembly District, Office

East: ORA-1, Office Research Assembly District, Data Center and ComEd facility

West: ORA-1, Office Research Assembly District, office.

DISCUSSION:

Blistex Inc. has submitted a petition seeking approval of variations in order to increase the number of parking spaces along the south and east frontages of the building adjacent to Windsor Drive and Swift Drive. The Village of Oak Brook Zoning Ordinance (OBZO) allows up to six (6) spaces in the required front yard between the principal structure and the street.

Blistex Inc. intends to convert the Windsor Drive property into a packaging and manufacturing facility and is seeking the variation to accommodate employees overlapping in three shifts by adding 96 parking spaces.

At present the site has a total of 46 parking spaces existing on the Windsor Drive property, six of which are located in the existing on the front yard along Windsor Drive (which will be removed). Blistex Inc. is seeking to increase the total number of on-site parking spaces to 136 by adding 46 spaces on the front yard and 50 spaces on the yard facing Swift Drive.

**STAFF REPORT – BLISTEX
100 WINDSOR DRIVE
VARIATIONS – PARKING
CASE No. 2024-3-ZO-VAR**

The applicant is seeking the variations from Section 13-12-3H.2 in order to accommodate the construction of an additional 96 parking spaces. The petitioner is also seeking a variation from Section 13-15-2A from pursuing an amendment to a planned development through the planned development amendment process.

Section 13-3H.2

2. On any lot in ORA1 or ORA2 office-research-assembly district and an O3 or O4 office district, not more than ten percent (10%) of the required off-street parking spaces, not to exceed six (6) spaces, may be located in a required front yard or along the side of the building adjoining the street and not less than twenty five feet (25') from a street line or fifty feet (50') from the street lines of Cermak and York Road; and

Section: 13-15-2A

A. Except as provided for in subsection 13-15-5E of this chapter, no new commercial, office, or mixed-use development construction within the planned development overlay district shall be permitted except as approved as a planned development in accordance with this chapter; provided, however, that a stand-alone project for construction of outdoor dining facilities or for Drive-through facilities will not require a planned development under this chapter

Please see the materials provided by the petitioner in the case file for a more detailed description of this request.

Staff Comments:

- Blistex was granted variations in 1997 (S- 875) for its properties at 1800 Swift Drive and 100 Windsor Drive. The Windsor Drive property was granted variations for a reduction of the permitted floor area ratio from .37 to .45; an increase in number of required parking spaces to 53 from 44; an increase in the number of required loading berths to five from two.
- The Village has approved several similar requests to permit more than 6 spaces in the required front yard (i.e. Swift Drive; Commerce Drive; York Rd; 22nd Street).
- The applicant is proposing to landscape the front and side yards to screen the new parking spaces. The landscaping will be required to comply Section 13-12-4 and will be reviewed for compliance as part of the building permit submittal.
- The monument sign on the subject property is existing. It is shown in the proposed plan.
- Loading bay doors at the southwest corner of the building are visible to the street. Staff requests to add landscaping to further screen this area as a part of this project.

**STAFF REPORT – BLISTEX
100 WINDSOR DRIVE
VARIATIONS – PARKING
CASE No. 2024-3-ZO-VAR**

- Per Village code, section 13-15-5E, the application cannot be exempt from going through a planned development as the proposed development project does not satisfy all of the underlying zoning regulations applicable to the property. The application for parking expansions have historically not required a Planned Development (PD) application and have been processed as Variation requests. Since the 2009 adoption of the PD process, only Drive-thru and outdoor dining are recognized as stand-alone developments. The applicant was directed to seek the variation from PD regulations as parking lot construction is not specifically listed as an exception. Staff seeks the Commissions' input on parking expansions. In addition, all future requests for Variations within the PD overlay will be directed to request Variation from this section so that applicants utilize the PD process created to vet projects within commercial areas.
- The applicant will meet all other applicable regulations including those by the Village of Oak Brook.

RESPONSIBILITIES OF HEARING BODIES:

The Planning & Zoning Commission, following approval of Ord. G-1243 (11-14-23), has the responsibility to make a recommendation on requests for variation. Please include in your consideration your findings with respect to the standards specified in the Zoning Ordinance for a variation. The materials submitted by the applicant specifically address these standards (see the case file). Those standards are:

“Section 13-14-6 D. Standards:

1. The Zoning Board of Appeals shall not recommend a variation of the provisions of this Title as authorized in this Section unless it shall have made findings of fact based upon the evidence presented to it on the following specific issues that:
 - a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.
 - b. The plight of the owner is due to unique circumstances.
 - c. The variation, if granted, will not alter the essential character of the locality.
2. For the purpose of supplementing the above standards, the Zoning Board of Appeals, in making the determination whether there are practical difficulties or particular hardships, shall also take into consideration the extent to which the following facts, favorable to the applicant, have been established by the evidence that:
 - a. The particular physical surroundings, shape, or topographical conditions of the specific property involved would bring a particular hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulation were to be carried out.
 - b. The condition upon which the petition for variation is based would not be applicable generally to the other property within the same zoning classification.

**STAFF REPORT – BLISTEX
100 WINDSOR DRIVE
VARIATIONS – PARKING
CASE No. 2024-3-ZO-VAR**

- c. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.
- d. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood.
- e. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property.
- f. That the alleged difficulty or hardship has not been created by any person presently having an interest in the property.”

CONCLUSION:

Staff is recommending approval of the variations. The additional parking will not alter the essential character nor be detrimental to the public. If the Planning & Zoning Commission is of the opinion that the applicant has satisfied the requirements for the requested variations for the property located at 100 Windsor Drive, a recommendation would be in order to approve the request subject to the following conditions:

1. The proposed parking and landscaping shall be in substantial conformance with the plans as submitted and approved. The landscaping will include screening of loading bay doors at the southwest location.
2. Add the condition “Notwithstanding the attached exhibits, the applicant shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived.”

However, if you determine that the petitioner has not satisfied the required standards for a variation, the request should be denied.

Findings of fact, which are the basis of the Planning & Zoning Commission determination, should be stated as part of either motion. The recommendation may state any conditions reasonably related to the petition, which the Planning & Zoning Commission deems necessary to protect the public interest.

Respectfully Submitted,



Rama Raman
Village Planner

February 28, 2024

Ms. Rebecca Von Drasek
Development Services Director
Village of Oak Brook
1200 Oak Brook Road
Oak Brook, Illinois 60523

Project	Case No.	Review No.	Status
100 Windsor Drive	2024-03-ZO-VAR	1	-

EZA Engineering received the following permit submittal documents on February 16, 2024:

Document	Prepared By	Sheets	Date
Variation Application	Blistex	32	2-16-24

The above documents have been reviewed for compliance with the Village Code of Oak Brook (Village Code) and the Village of Oak Brook Stormwater and Flood Plain Ordinance (VOBSFPO). Please consider the following comments:

GENERAL COMMENTS

1. Note #5 on the Preliminary Site Plan states the net new impervious area is under 25,000 SF. Impervious area calculations will need to be provided during the permit review to verify. If the new impervious area for the site is greater than 25,000 SF, stormwater detention is required.
2. Note #5 on the Preliminary Site Plan states PCBMPs will be provided within proposed rain gardens (assumed to be represented by the contours between the new parking lot and Windsor/Swift). The plans will be reviewed for PCBMP compliance during permit review.
3. A landscape review will be conducted during permit review.
4. A lighting/photometrics plan for the proposed parking lot lighting will be required during the permit review.
5. No further comment.

If you have any questions, please contact me at jamie@ezaeng.com or (847) 257-5414.

Sincerely,
EZA ENGINEERING PLLC



James Patterson, P.E.

NOTICE IS HEREBY GIVEN that a public hearing before the Planning & Zoning Commission of the Village of Oak Brook, DuPage and Cook Counties, Illinois, will be held on Wednesday, April 3, 2024 at 6:30 p.m. for the purpose of considering the application from the petitioner, Bliste 100, LLC, 1800 Swift Drive, Oak Brook, IL. The applicant is seeking variations for the property at 100 Windsor Drive, as provided for under Title 13 of the Zoning Ordinance of the Village of Oak Brook, Illinois, Ordinance G-60 as amended.

The petitioner is seeking variations to the OPA-1 District, Parking and Planned Development regulations. The properties may be generally described as 100 Windsor Drive, Oak Brook, IL, with PIN as follows: 06-24-402-023

The petitioner's application including all supporting documents is on file with the Development Services Department. Persons wishing to examine the application documents may arrange to do so with the Development Services Department, Village of Oak Brook, 1200 Oak Brook Road, Oak Brook, IL 60523, telephone 630-368-5106.

In accord with the provisions of the American with Disabilities Act, any individual who is in need of a reasonable accommodation in order to participate in or benefit from attendance at this public meeting should contact the Butler Government Center (Village Hall), at 630-368-5010 as soon as possible before the meeting date.

Netasha Scarpiniti

Village Clerk

Published at the direction of the Corporate Authorities and the Zoning Board of Appeals of the Village of Oak Brook, DuPage and Cook Counties, Illinois.

Published in Daily Herald March 13, 2024 (4613028)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

DuPage County Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DuPage County DAILY HERALD**. That said **DuPage County DAILY HERALD** is a secular newspaper, published in Naperville, DuPage County, State of Illinois, and has been in general circulation daily throughout DuPage County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **DuPage County DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 03/13/2024 in said **DuPage County DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY


Designee of the Publisher of the Daily Herald

Control # 4613028





VILLAGE OF
OAK BROOK
Illinois

**BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS 60523**

March 13, 2024

Dear Resident:

The Oak Brook Planning & Zoning Commission and the Village Board will be considering a variation to the Zoning Regulations.

MEETING DATE AND INFORMATION:

Planning & Zoning Commission* 6:30 p.m., Wednesday, April 3, 2024

Board of Trustees Meeting 7:00 p.m., Tuesday, April 23, 2024***

*Public Hearing Body – Variation

***Tentative – Follows the completion of the Planning & Zoning Commission public hearing.

The application has been filed by:

Property Owner:

Blistex 100, LLC
1800 Swift Drive
Oak Brook, IL 60523

The property is located at:

100 Windsor Drive, Oak Brook

The petitioner is seeking approval to install 96 additional parking spaces. A map of the subject property is provided on the reverse side of this notice.

For more detailed information of the request, please contact the Development Services Department at 630-368-5103 between 8 AM-4 PM, Monday through Friday, except for holidays.

Sincerely,

Rebecca Von Drasek
Development Services Director
RV/cc

In accord with the provisions of the Americans with Disabilities Act, any individual who is in need of a reasonable accommodation in order to participate in or benefit from attendance at a public meeting of the Village of Oak Brook should contact the Butler Government Center (Village Hall), at 630-368-5010 as soon as possible before the meeting date.

All meetings are held in the Butler Government Center of the Village of Oak Brook, located at 1200 Oak Brook Road (31st Street and Spring Road), Oak Brook, Illinois.



*Note: The map provided is only an approximation of the area in question and is intended to be used only as a visual aid to determine your relationship to the property



VILLAGE OF
OAK BROOK
Illinois

ITEM

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Regular Board of Trustees Meeting
of
March 12, 2024

SUBJECT: Referral – Blistex Inc. – 100 Windsor Drive – Zoning Variations for Parking

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to refer the request for zoning variations for parking to the Planning & Zoning Commission for public hearing and recommendation.

Background/History:

The applicant and property owner, Blistex Inc. has submitted a parking variation request to install 96 additional parking spaces. Forty-six (46) parking spaces will be in the front yard and fifty (50) will be in the side yard of the property that faces Swift Drive. The intent of the project is to increase the parking ratio in order to meet current and future employee parking demands. Their improvement plans contemplate the removal of the existing curb-cut/circular drive on Windsor Drive, reconnection of the Windsor Drive sidewalk, construction of new landscaping improvements, and stormwater management facilities.

The specific zoning variation requests are to Sections 13-15-2(A) – relief from Planned Development requirements and 13-12-3-H.2 of the Zoning Code to permit 96 parking spaces in the front and corner side yards.

Several additional documents have been included with this referral to provide the Board with more detailed and specific information related to the request. This additional application material is provided below and as follows:

1. Public Hearing Application for Zoning Variations,
2. Cover letter(s) explaining the request,
3. Zoning Variation Standards, and
4. Site Plan

Recommendation:

Please refer the request for a zoning variation for 100 Windsor Drive to the Planning & Zoning Commission for review, public hearing, and a recommendation.

13-15-2: GENERAL PROVISIONS:

- A. Except as provided for in subsection 13-15-5E of this chapter, no new commercial, office, or mixed use development construction within the planned development overlay district shall be permitted except as approved as a planned development in accordance with this chapter; provided, however, that a stand alone project for construction of outdoor dining facilities or for drive-through facilities will not require a planned development under this chapter.

13-12-3: OFF STREET PARKING REGULATIONS:

- H. In Yards: Off-street parking spaces, open to the sky, in nonresidential districts, maybe located in required interior side yards and rear yards, no less than ten feet (10') from the nearest lot line, except a parking area containing four (4) or more parking spaces shall be not less than forty feet (40') from an adjoining residence district boundary; provided, however, that:
- 2. On any lot in ORA1 or ORA2 office-research-assembly district and an O3 or O4 office district, not more than ten percent (10%) of the required off-street parking spaces, not to exceed six (6) spaces, may be located in a required front yard or along the side of the building adjoining the street and not less than twenty five feet (25') from a street line or fifty feet (50') from the street lines of Cermak and York Road; and



VILLAGE OF OAK BROOK
1200 OAK BROOK ROAD
OAK BROOK, IL 60523
630-368-5106

**PETITION APPLICATION for
PUBLIC HEARING**

ZONING ORDINANCE:

☐ APPEAL (\$300)

☒ VARIATION (\$750)

☐ AMENDMENT (\$750)

☐ SPECIAL USE (\$750)

☐ CERTIFICATE OF APPROPRIATENESS (\$500)

STORMWATER: ☐ VARIATION (\$750)

PUBLIC HEARING SIGNS (\$50- each lot frontage) 2 - Enter Number of Street Frontages/Per Parcel

APPLICANT TO COMPLETE

NOTE: ALL APPLICATIONS ARE TO BE RECEIVED BY THE DIRECTOR OF DEVELOPMENT SERVICES
AND AFTER AN INITIAL REVIEW WILL BE FILED WITH THE VILLAGE CLERK.

LOCATION OF

SUBJECT PROPERTY 100 Windsor Drive, Oak Brook, IL 60523 PERMANENT PARCEL NO* 06 - 24 - 402 - 023

LOT NO. 1 SUBDIVISION Oak Brook Development Company's Subdivision No. 4 LEGAL ADDRESS* _____

ZONING DISTRICT ORA1 ZONING ORDINANCE SECTION _____ ACTION REQUESTED Variance from the Zoning Ordinance to permit

Applicant to proceed without filing an application for a new planned development, to permit parking within the required setback and to provide relief from the side and rear yard landscaping requirements in accordance with the preliminary plans attached hereto.

PROPERTY INTEREST OF APPLICANT: OWNER ☒ CONTRACT PURCHASER ☐ AGENT ☐

OWNER(S) OF RECORD Blistex 100, L.L.C. PHONE _____

ADDRESS 100 Windsor Drive CITY Oak Brook, STATE IL ZIP 60523

BENEFICIARY(IES) OF TRUST _____ PHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

NAME OF APPLICANT (and Billing Information) Same as Owner. PHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

Contact Name and E-mail Address(s) Scott Halliday, email: shallday@blistex.com

I (we) certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge and belief. I (we) give permission to the Village to install public hearing sign(s) on the lot frontages of the above subject property as described in the Village Code. In addition to the above fees, applicant agrees to reimburse the Village for publication costs within 30 days of billing.

Scott D. Halliday 2/16/2024 Same as Owner
Signature of Owner Date Signature of Applicant Date

DO NOT WRITE IN THE SPACE BELOW - FOR OFFICE USE ONLY

Date Filed 2/16/24 Fee Paid \$ 1600.00 Receipt No. 733403 Received By CC

Board of Trustees (Referral) 3/12/24 Notice Published 3/13/24 Newspaper Daily Herald Adj. Property Owners Notified 3/13/24

PUBLIC HEARING DATES: Planning & Zoning Commission 4/3/24

Board of Trustees 4/23/24

Board of Trustees 5/14/24
(Approval of Ordinance)

SIGNED - VILLAGE CLERK

Detasha Seay Date 2/16/24



February 16, 2024

Rebecca Von Drasek
Development Services Director
Village of Oak Brook
1200 Oak Brook Road
Oak Brook, IL 60523

RE: 100 Windsor Drive/Request for Variations

Dear Ms. Von Drasek:

Family-owned Blistex Inc. was established as an Illinois corporation in 1947. At the time, our products were manufactured by third-parties and operations remained that way until 1968, when Blistex Inc. built its first manufacturing facility and headquarters at 700 Enterprise Drive in Oak Brook. In other words, we have been a part of the Oak Brook business community for over 55 years.

In 1978, after a decade of successful growth, we built a new headquarters and manufacturing and distribution facility at 1800 Swift Drive and sold the 700 Enterprise Drive property. In 1996, additional warehouse and distribution space was needed so Blistex Inc. purchased the property and existing building at 100 Windsor Drive, effectively next door to the 1800 Swift Drive property. In 2013, we constructed a significant addition to the building at 1800 Swift Drive to increase warehouse and research and development space.

I note also that members of the Blistex Inc. ownership family have been Oak Brook residents since 1971.

Although Blistex Inc. originally sold only lip care products, our current portfolio of manufactured and distributed brands includes Blistex, Stridex, Odor-Eaters, Tucks, Kank-A, Ivarest, and Foille. Over the years, the Company has grown to the point where it now directly or indirectly employs more than 400 individuals in Oak Brook.

Recently, it became clear that Blistex Inc. once again needs more space for distribution and manufacturing. For that reason, in September 2023, a facility was purchased at 2379 Davey Road in Woodridge, Illinois which is being reconfigured to handle the warehousing and distribution activities that are currently supported by 22 staff at the 100 Windsor Drive location. Planning for current and future needs, the strategy is to repurpose the 100 Windsor Drive property to add significant manufacturing capabilities and equipment. Supporting this vision will require additional professional, technical, and production staff for which the existing on-site 46 parking spaces will not be sufficient. It is for this critical reason that Blistex Inc. is submitting the enclosed application for zoning variations to the Village and respectfully requesting that it be allowed to expand the parking capacity of the Windsor Drive property to include a total of 136 parking spaces.

1800 Swift Drive, Oak Brook, IL 60523-1574
(630) 571-2870 Fax (630) 571-3437

Summary of Current and Future Operations/Anticipated Timeline

Currently, we use 100 Windsor as a distribution center and customer service center with 22 employees who work one shift per day, five days per week. Our plan is to invest significant dollars into the conversion of the Windsor Drive property into a packaging and manufacturing facility which will operate three shifts per day, five days per week, with each shift consisting of approximately 75 employees. We do not anticipate an adverse impact on traffic on the streets which serve the area in which we are located.

Our goal is to relocate the distribution and customer service operations which are presently being conducted at the Windsor Drive property to Woodridge in May 2024, begin Windsor Drive parking lot construction in June 2024, complete all parking lot and landscaping improvements by September 2024, and complete all interior building improvements by November 2024.

Summary of Proposal

Presently, there are 46 parking spaces existing on the Windsor Drive property, six of which are located in the existing front entry circular drive which we are planning to demolish. Blistex Inc. is seeking to increase the number of on-site parking spaces to 136 based on the off-street parking requirements of the Village's Zoning Ordinance. That ordinance requires the greater of 87 parking spaces, based on the square footage of the building (69,000 sf $\times$ 1 space/800 sf), or 150 parking spaces, based on a requirement to provide one parking space for every 1.5 employees (75 employees $\div$ 1.5 employees per space $\times$ 3 shifts). We need the requested 136 parking spaces to account for the operation of the three shifts described above. During shift changes, sufficient parking spaces will be needed to allow arriving employees to park during a time in which departing employees might not yet have left. The nature of the overlapping shifts creates a spike in parking demand at shift change that we need to address if we are going to be able to operate successfully.

Of the 96 new parking spaces we are seeking to construct, 46 will be in the front yard of the property and 50 will be in the side yard of the property that faces Swift Drive.

Finally, our improvement plans contemplate the removal of the existing curb-cut and existing circular drive on Windsor Drive, reconnection of the Windsor Drive sidewalk, and construction of new landscaping improvements and stormwater management facilities which will reflect best practices and benefit not only the property but the properties of Blistex Inc.'s neighbors.

Current Zoning/Requests for Relief

The 100 Windsor Drive property is situated in the Village's ORA-1 Office-Research-Assembly District and Planned Development Overlay District and in the York and Windsor Subarea of the 2019 Commercial Areas Revitalization Land Use Plan which is designated for Business Park use.

To construct the parking spaces Blistex Inc. is seeking to construct it will need the following variations from the provisions of the Village's Zoning Ordinance:

- A variation from Section 13-15-8(A) which would require Blistex Inc. to pursue an amendment to a planned development through the planned development amendment process; and
- Variations from Section 13-12-3(h)(2) to allow more than six parking spaces to be located in the front yard (which Blistex Inc. has designated to be Windsor Drive pursuant to Section 13-3-4(E)) and along the side of a building adjoining a street (that is, Swift Drive).

As you will see on the landscaping plans we are including with our application, the front and side yards mentioned above will be heavily landscaped to appropriately screen the area in which the new parking spaces are being constructed. The renovated landscape will include berms, rain gardens and many plant species native to the area. This landscaping will add to the attractiveness of our Windsor Drive property and enhance the appearance of the York and Windsor Subarea of the 2019 Commercial Areas Revitalization Land Use Plan.

Project Benefits

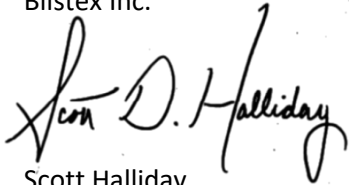
If approved, our project will produce economic benefit for the Village of Oak Brook. There will be a significant investment made in an existing older property, a new manufacturing facility will be established and a number of new individuals will be employed in Oak Brook who will not only be working, but dining and shopping in the Village. Our project will also ensure the continuing payment of a significant amount of real estate taxes to local taxing jurisdictions and result in the payment of new building permit and other fees to the Village.

We look forward to working with Village staff on our application and to appearing before the Planning and Zoning Commission at its April 3 meeting for a public hearing on our variation requests.

Please let us know if you have any questions or if any additional information is required at this time.

Very truly yours,

Blistex Inc.



Scott Halliday
Chief Operating Officer

VARIATION STANDARDS

1. a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.

RESPONSE: *If the property remains improved and used as it currently exists, Oak Brook zoning regulations, which strictly limit the amount of parking that can be created on the property, preclude the property owner from making a reasonable return on a new investment in the property. Given the prime location of 100 Windsor Drive in a bustling business park, the inability to utilize the front and side yards for parking creates an unreasonable and severe limitation on Blistex's ability to realize a reasonable return should it proceed to make the substantial reinvestment in the property that it is willing and prepared to make.*

1. b. The plight of the owner is due to unique circumstances.

RESPONSE: *Blistex, through a related entity, has owned the property situated at 100 Windsor Drive for over 25 years. It is a unique parcel in that it is a corner lot surrounded on two sides by a public street and on a third side by a private drive that was improved long ago by a building that was constructed in close proximity to these three streets. Blistex's very successful and growing business has placed it in the unique position of having to repurpose its existing facility for manufacturing use.*

1. c. The variation, if granted, will not alter the essential character of the locality.

RESPONSE: *The variations being requested by Blistex, if granted, will not alter the essential character of the York and Windsor Sub-Area of the 2019 Commercial Revitalization Land Use Plan. In fact, the thoughtful landscape design elements that will be installed on the property if the variations are granted and the new parking spaces are constructed on the property will enhance the character of the northwest corner of Windsor Drive and Swift Drive and be consistent with what other property owners in the area have recently done to their properties (for example, ComEd). By adhering to the scale and design principles prevalent in the locality, the proposed parking lot modifications, combined with the proposed landscape design, will complement rather than disrupt the existing fabric of the business park.*

2. a. The particular physical surroundings, shape, or topographical conditions of the specific property involved would bring a particular hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulation were to be carried out.

RESPONSE: *The physical location of the building on the property at 100 Windsor Drive presents inherent challenges that render strict adherence to the existing regulations impractical and unduly burdensome for Blistex. How the building is set on the property poses substantial constraints on land use. These conditions limit the feasible options for site design and access, thereby exacerbating the challenges faced by Blistex in realizing a reasonable return on the investment it is proposing to make in its property. The unique physical characteristics of 100 Windsor Drive, including those described above, translate into tangible financial burdens and operational limitations that significantly impact Blistex's ability to utilize the property effectively. Evaluations and assessments have affirmed that strict adherence to the regulations would indeed impose undue hardship on Blistex. These professional opinions provide objective validation of the challenges posed by the property's physical surroundings. Granting the variations tailored to the specific physical characteristics of 100 Windsor would strike a balance between regulatory objectives and Blistex's legitimate business interests.*

2. b. The condition upon which the petition for variation is based would not be applicable generally to the other property within the same zoning classification.

RESPONSE: *The conditions prompting the petition for variations stem from the unique characteristics of and circumstances specific to the 100 Windsor Drive property, as described above. These create site specific challenges that set the property apart from other properties situated in the ORA 1 Office-Research-Assembly zoning district. The property's location introduces complexities not typically encountered by nearby properties.*

2. c. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.

RESPONSE: *The variations being requested have been carefully evaluated with due consideration being given for their potential impact on other properties and improvements in the area and the public welfare. Those evaluations have been conducted to ensure that any changes to the property will enhance, rather than detract from, the overall well-being of the area and community. Measures have been incorporated into the redevelopment proposal to mitigate any potential adverse effects on neighboring properties in the business park. These include provisions for environmental protection, traffic management, and aesthetic preservation. Independent assessments by qualified experts have concluded that the granting of the variations will not result in any significant adverse impacts on the public welfare or neighboring properties.*

2. d. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood.

RESPONSE: *The variations being requested have been meticulously designed to ensure that neighboring properties maintain an adequate supply of light and air. Comprehensive site planning and architectural considerations have been employed to optimize the additional parking spaces, therefore minimizing any potential obstruction or shadowing effects. Creating the additional parking spaces that will be constructed if the variations are granted will not substantially increase the danger of fire or otherwise endanger the public safety. Village fire equipment will not be prevented from accessing the building in the event of a fire. Traffic flow, pedestrian access, and emergency egress have been carefully addressed in Blistex's redevelopment proposal so that any potential hazards or risks to public safety from that proposal are minimized. Approval of the requested variations and construction of the proposed new parking lot, will not diminish or impair the values of surrounding properties. On the contrary, it is anticipated that the responsible addition of parking at 100 Windsor Drive, combined with the proposed landscape design elements, will have a positive effect on and generally enhance the overall attractiveness of this part of the York and Windsor Sub-Area of the 2019 Commercial Revitalization Land Use Plan.*

2. e. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property.

RESPONSE: *The variations being requested stem from a comprehensive assessment of various factors focused on the repurposing of the facility to one capable of supporting light manufacturing. The primary goal is to strike a balance between maximizing the property's potential and upholding the values and objectives of the community. While financial considerations are undoubtedly a part of the equation, they are not the sole driving force behind the variations being requested. The overarching aim is to increase the amount of parking at the building while including provisions for improved landscape elements. Blistex is committed to creating a project that not only generates economic value but also promotes environmental stewardship, social responsibility and the goals of the 2019 Commercial Revitalization Land Use Plan.*

2. f. That the alleged difficulty or hardship has not been created by any person presently having an interest in the property.

RESPONSE *The difficulty or hardship encountered with the Windsor Drive property arises out of conditions that have existed since the property was originally developed in the early 1970s. These conditions predate Blistex's acquisition of the property by more than 20 years and cannot be attributed to Blistex's actions or decisions. The challenges presented by the property's original layout and design are inherent to the property, and are not the result of any Blistex act or omission.*

Certification Surrounding Property Owners

I (we) certify that the names and addresses of all the surrounding property owners including mailing labels submitted with this application are located within a minimum distance of 250 feet in all directions from the perimeter of the subject property and that the number of feet occupied by all public roads, streets, alleys, and public ways has been excluded in computing the 250-foot requirement.

Said names and addresses are as recorded in the office of the County Recorder of Deeds (or the Registrar of Titles of the County) and as appear from the authentic tax records of this County. The property owners as listed have been obtained from within 30 days of the filing of this application.

The surrounding property owners list as submitted herewith and supporting attachments are true to the best of my (our) knowledge and belief.

I (we) give permission to the Village to install public hearing sign(s) on the lot frontages of the subject property as described in the Village Code. In addition to the required application fees, applicant/owner agrees to reimburse the Village for publication costs, recording fees, and any other associated costs or fees within 30 days of billing.

Harold W. Francke, as Owner's duly-authorized attorney-in-fact



2/16/24

BILL TO INFORMATION:

Meltzer, Purtill & Stelle LLC (attn: Harold W. Francke)

Contact Phone

1515 E. Woodfield Road, Suite 250, Schaumburg, IL 60173

Alternate Phone

NOTE: If the applicant/owner has not complied with these requirements and notification has not been sent to a neighboring property owner within the 250-foot requirement less than 10 days prior to the scheduled hearing, the hearing on this matter will be postponed to the next regular meeting, or until such time as all neighbors within the 250-foot requirement have been sent proper notification.

D

NAMES OF SURROUNDING PROPERTY OWNERS

Following are the names and addresses of all surrounding property owners from the property in question for a distance of approximately 250 feet in all directions. The number of feet occupied by all public roads, streets, alleys, and public ways have been **excluded** in computing the 250-foot requirement. Said names are as recorded in the office of the County Recorder of Deeds (or the Registrar of Titles of the County) and as they appear from the authentic tax records of this County within 30 days of the filing of this application. **Provide a mailing label for each Property Owner listed** and applicant.

Note: The people on this list will be notified by mail with the information about your request and the meeting schedule.

[illegible]

(Attach additional sheets if necessary)

(Complete a separate form for each P.I.N.)

4. Email the Legal Description to cchiarelli@oak-brook.org

Please Deposit Check in: Zoning Account 10-4302

For:

100 Windsor Drive – Parking Variation

NOTE: 1 check(s) – Total **\$ 1600**

Variations Application **\$1500**

Public Hearing Signs (3) **\$100**

VILLAGE OF OAK BROOK
1200 OAK BROOK ROAD
OAK BROOK, IL 60523

MISCELLANEOUS PAYMENT RECPT#: 733403
DATE: 02/21/24 TIME: 09:42:40
CLERK: jwozniak DEPT:
CUSTOMER#: 0

COMMENT: 100 WINDSOR DR-PARK

REVENUE:

1	10	43020	1600.00
ZONING/SUBDIV APPLICATION			
ZONING/SUBDIVISION			

CASH:

99	1105	1600.00
CASH -PLD		

AMOUNT PAID: 1600.00

PAID BY: BLISTEX 100 LLC
PAYMENT METH: CHECK
001862

REFERENCE:

AMT TENDERED:	1600.00
AMT APPLIED:	1600.00
CHANGE:	.00

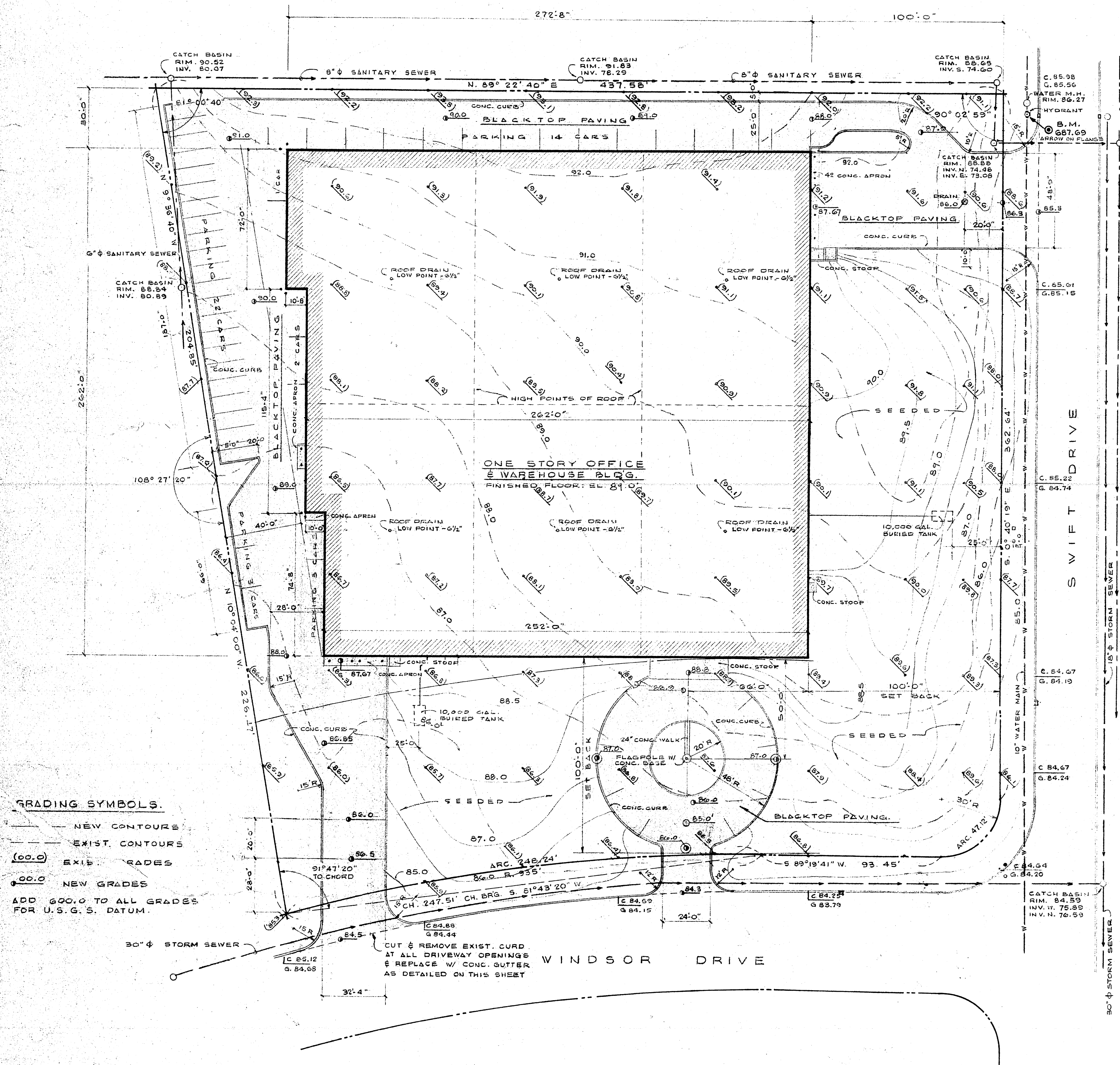
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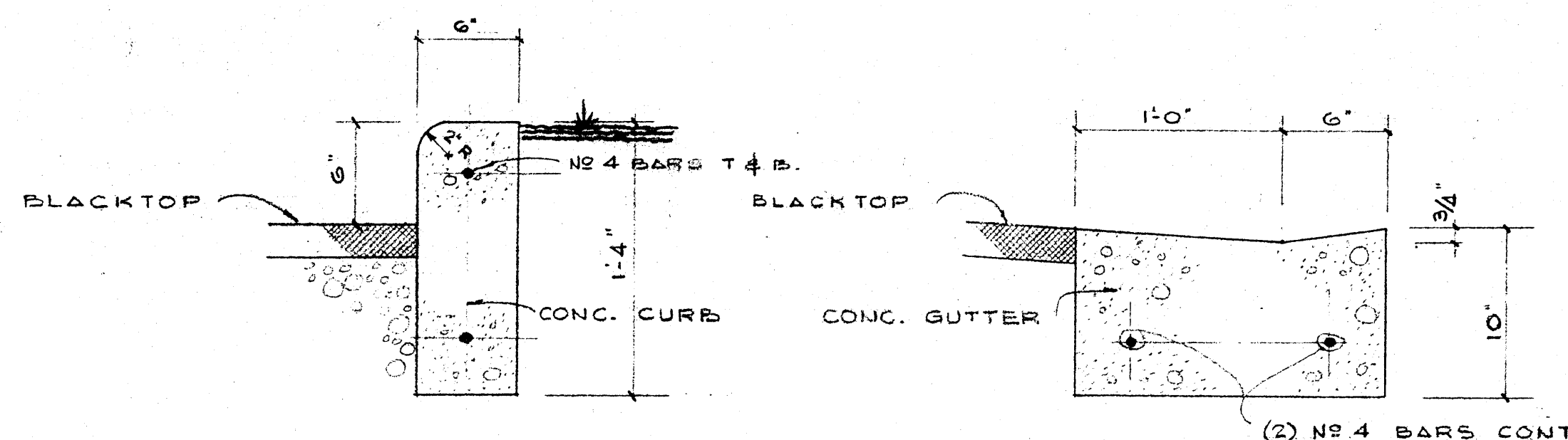
GRADING SYMBOLS:
 --- NEW CONTOURS
 --- EXIST. CONTOURS
 --- EXIST. GRADES
 --- NEW GRADES
 ADD 600.0 TO ALL GRADES FOR U.S.G.S. DATUM.

SITE PLAN SCALE 1" = 30.0'

FACTS:
 LAND AREA = 3.722 ACRES OR 162,043 SQ. FT.
 F.A.R. ALLOWED .45 X LAND AREA = 72,919 SQ. FT.
 F.A.R. ACTUAL = 68,644 SQ. FT.

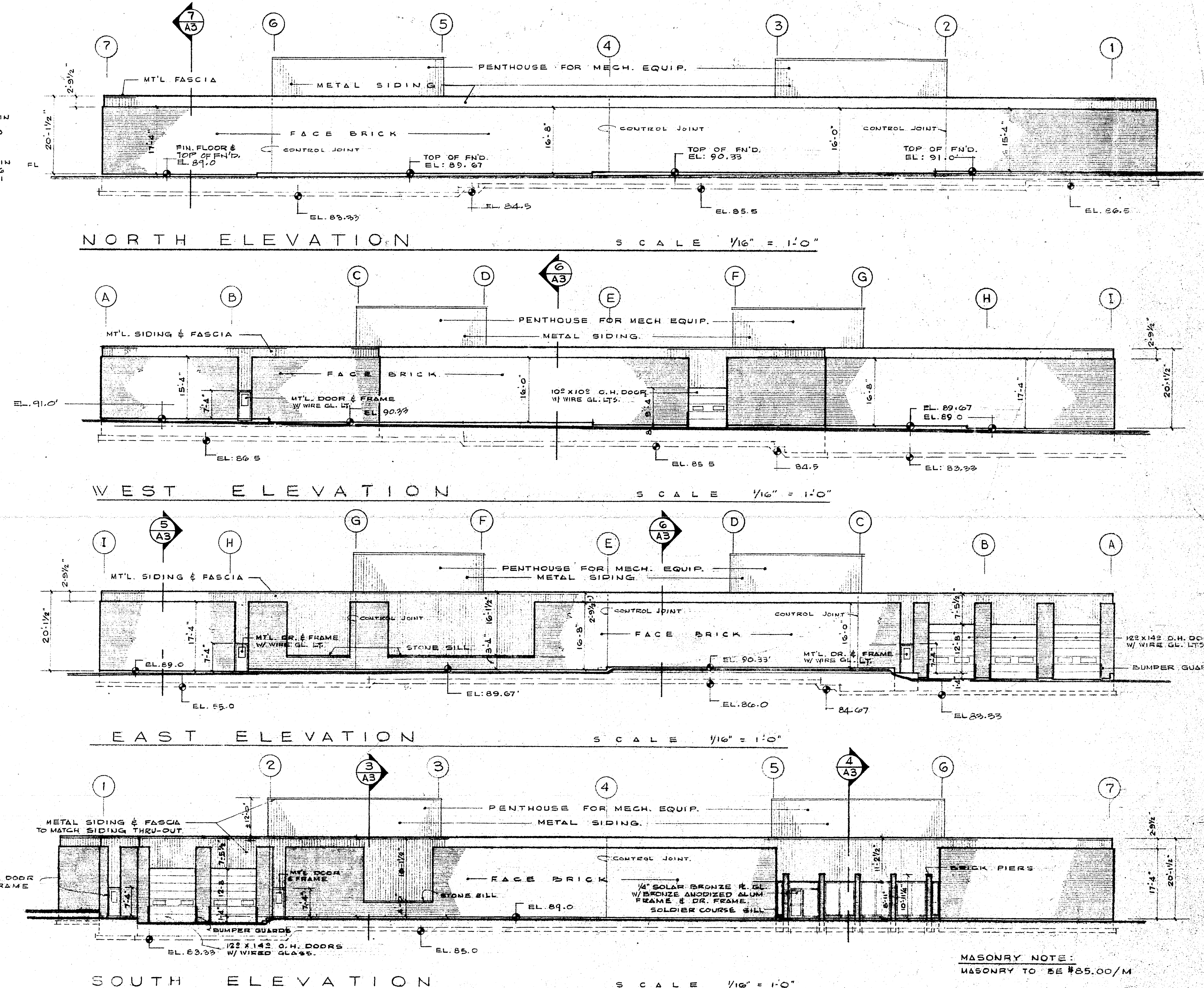
G.A.R.
 BUILDING AREA 68,644 SQ. FT. OR 42.4% OF LOT AREA
 PAVED AREA 38,450 SQ. FT. OR 23.7% OF LOT AREA
 GREEN AREA 54,949 SQ. FT. OR 33.9% OF LOT AREA

PARKING REQUIREMENTS:
 OFFICE AREA 2,800 SQ. FT. LESS TOILET AREA (800 SQ. FT.) = 2,000 SQ. FT.
 CARS REQ'D. 2,000 ÷ 250 = 8 CARS
 WAREHOUSE AREA 64,800 SQ. FT. LESS TRUCK DOCKS (5,800 SQ. FT.) = 59,000 SQ. FT.
 CARS REQ'D. FIRST 4,500 SQ. FT. = 4 CARS
 1,500 SQ. FT. / CAR = 54,500 = 36 CARS
TOTAL CARS REQ'D. OFFICE 8 CARS
 WAREHOUSE 40 CARS
TOTAL 48 CARS
PARKING PROVIDED 50 CARS



VERTICAL CONC. CURB SCALE 1 1/2" = 1'-0"

GUTTER DETAIL SCALE 1 1/2" = 1'-0"



NORTH ELEVATION SCALE 1/16" = 1'-0"

WEST ELEVATION SCALE 1/16" = 1'-0"

EAST ELEVATION SCALE 1/16" = 1'-0"

SOUTH ELEVATION SCALE 1/16" = 1'-0"

GENERAL NOTES:

- ELEVATIONS SHOWN REFER TO U.S.G.S. DATUM PLUS 600.0'
- TEST BORING INFORMATION SHOWN, WAS FURNISHED BY LOUIS K. WALTERS, JR. AND IS FOR THE INFORMATION OF THE CONTRACTOR. NEITHER OWNER, ARCHITECT, OR ENGINEER ASSUMES RESPONSIBILITY FOR ITS ACCURACY. CONTRACTOR IS REQUIRED TO CHECK ORIGINAL DATA FOR HIS OWN PROTECTION

CONCRETE:

- MINIMUM SAFE BEARING VALUE OF SOIL UNDER FOOTINGS 4000 P.S.F.
- FOOTING ELEVATIONS SHOWN DESIGNATE MINIMUM DEPTH. BOTTOM OF FTGS. SHALL BE LOWERED AND PIERS EXTENDED WHERE NECESSARY TO OBTAIN A SAFE SOIL BEARING AS SPECIFIED
- PROVIDE SAND BACKFILL AT INSIDE AND OUTSIDE AS REQ'D. OF FND. WALLS. BACKFILL EITHER SIDE OF WALL IN 8" LIFTS. BACKFILL UNSYMMETRICALLY LOADED FOUNDATION WALLS AFTER FLOOR SLAB IS POURED, OR USE ADEQUATE TEMPORARY BRACING (AS APPROVED BY ARCHITECT)
- ALL CONCRETE SHALL BE REGULAR WEIGHT AND SHALL ATTAIN A MIN. 28 DAY ULTIMATE COMPRESSIVE STRENGTH (F_c - 4,000 P.S.I., CONTAIN 5/8" BARS CEMENT AND 75 POUNDS FLY ASH PER CUBIC YARD, 4% - 5% AIR ENTRAINMENT, AND MAX. OF 6 GAL. OF WATER PER SACK OF CEMENT)
- SLABS ON GRADE AND ON METAL DECK SHALL BE PLACED IN CHECKERBOARD PATTERN, NO SINGLE PLACEMENT SHALL EXCEED 1200 S.F. OR 40 FT. IN LENGTH
- CONSTRUCTION JOINTS AS SHOWN ON DRAWINGS. NO JOINT SHALL BE OMITTED OR ADDED WITHOUT THE APPROVAL OF THE ENGINEER
- CENTERING FOR FLOOR CONSTRUCTION SHALL BE AT LEAST EQUAL TO GRANCO STANDARD CORRUPORM, GALVANIZED, AND INSTALLED AS PER MFG.
- ALL REINFORCING BARS SHALL COMPLY WITH A.S.T.M. A615 GRADE 60 NEW BULLET STEEL W.W.F. TO COMPLY W/ A.S.T.M. A105

STRUCTURAL:

- ALL STRUCTURAL STEEL MATERIAL SHALL BE A.S.T.M. A36
- FIELD CONNECTIONS SHALL BE BOLTED OR WELDED
- BOLTS SHALL BE A.S.T.M. A325, SIZE 3/4" UNLESS OTHERWISE NOTED
- ALL STRUCTURAL STEEL WORK SHALL BE IN ACCORDANCE WITH ALL APPLICABLE ARTICLES OF THE A.I.S.C. "SPECIFICATIONS FOR DESIGN, FABRICATION AND Erection OF STRUCTURAL STEEL FOR BUILDINGS" & PARTS I THRU INCLUSIVE OF THE A.I.S.C. MANUAL OF STEEL CONSTRUCTION AND THE APPLICABLE BUILDING CODES AND RECOMMENDED PRACTICES
- ALL STEEL JOISTS SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF ALL PARTS OF SECTION 200 TO 204 INCLUSIVE, OF THE "STANDARD SPECIFICATIONS FOR OPEN WEB STEEL JOISTS, I SERIES AND H SERIES" ADAPTED BY THE A.I.S.C. AND THE S.J.I.

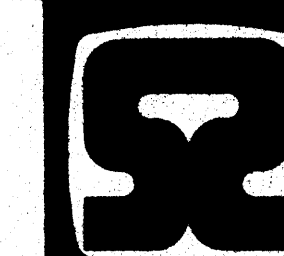
MASONRY:

- WHEREVER BOND BEAMS ARE SHOWN, INDICATED, OR REQUIRED, PROVIDE 2-#6 BOTTOM, 2-#5 TOP, AND #2 TIES AT 3'-0" O.C. UNLESS NOTED OTHERWISE. FILL BOND BEAMS WITH 2,500 P.S.I. (28 DAY STRENGTH) GROUT.
- ALL MASONRY GROUTING SHOWN ON PLANS SHALL BE ACCOMPLISHED WITH TYPE S MORTAR, INCLUDING ALL MORTAR FOR MASONRY CONSTRUCTION.

MASONRY NOTE:
 MASONRY TO BE \$5.00/M

REVISION NO. 1 10-14-71

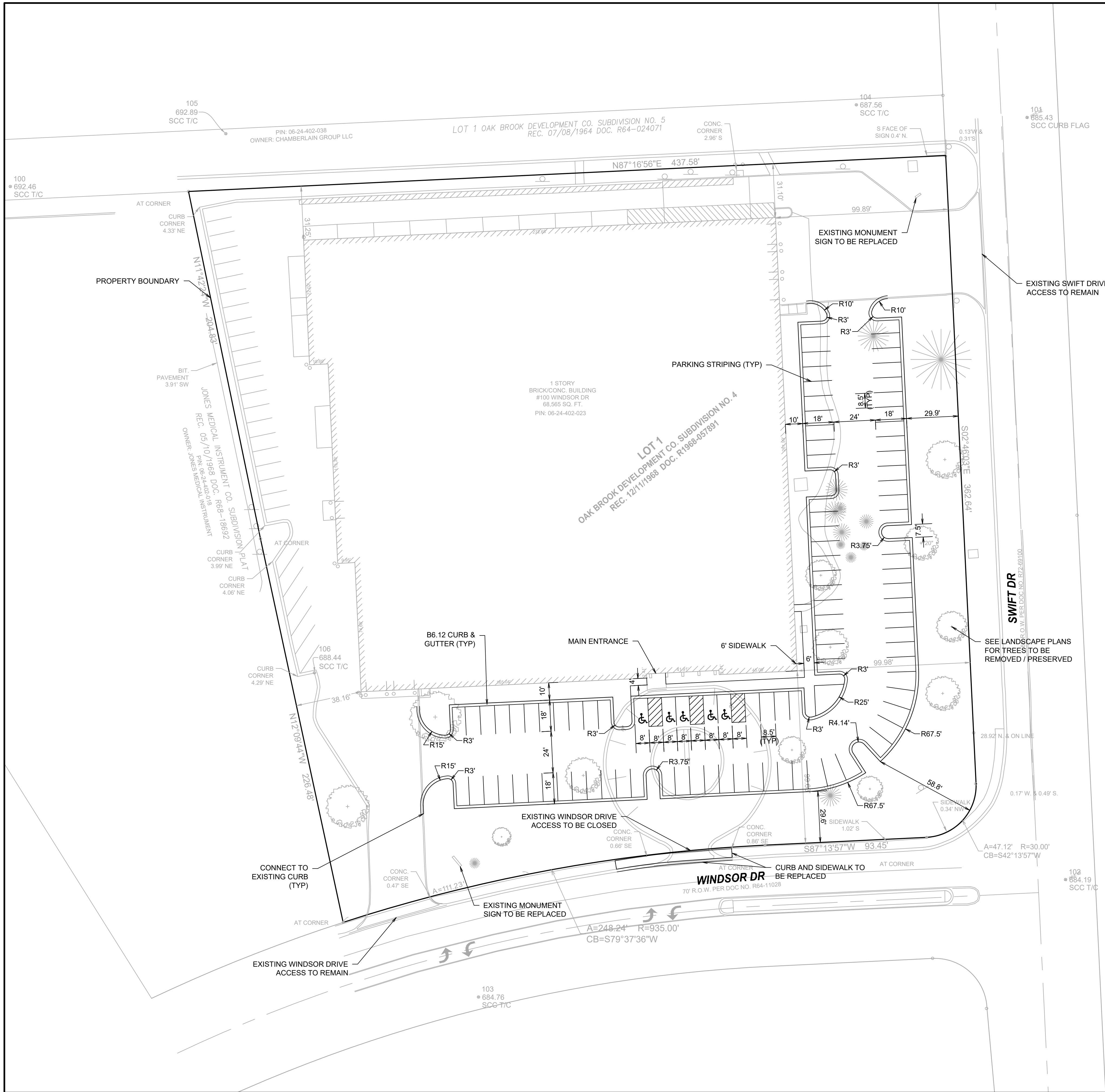
RELOCATE 22 GA. DRAFT CURTAINS
 RELOCATE SMOKE VENT (ADD 4 DSH 6036A AND 1 DSH 4846)
 CHANGE PITCH OF RAMP AT BOTH LOADING DOCKS
 ADD WALL BETWEEN WOMEN'S TOILET AND LOUNGE AREA
 ADD 1 NEW DOOR CHANGE WASH STAND TO 1/2 ROUND IN WOMEN'S TOILET
 5'0" CERAMIC WAINSCOT IN MEN'S AND WOMEN'S TOILET
 CONTROL JOINTS IN MASONRY



SMITH & STEPHENS, A.I.A.
ARCHITECTS
 10353 W. Roosevelt Road Westchester, Illinois 865-0990

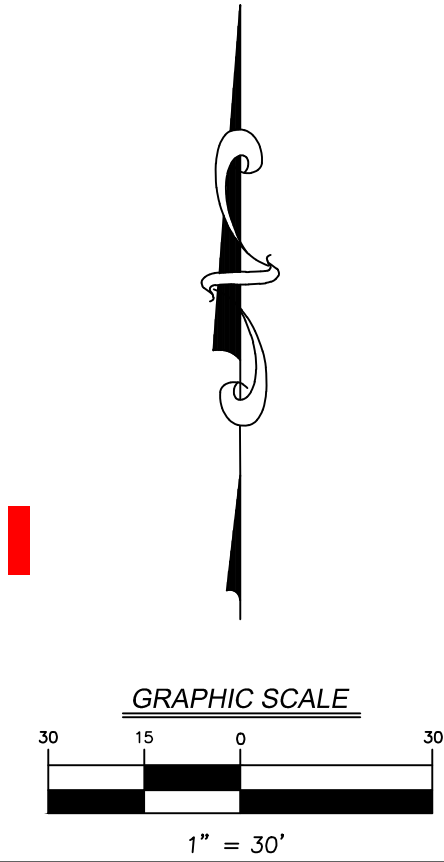
SWIFT AND WINDSOR BLDG
 LOC. AT N.W. CORNER OF
 SWIFT DRIVE & WINDSOR DRIVE
 OAKBROOK, ILLINOIS
SITE PLAN & ELEVATIONS
 JOB DATE SEPT. 21, 1971
 DRAWN: CORRADI
 CHECKED: J.S.
 LATEST REVISION OCT. 14, 1971
 JOB NUMBER 7152
 SHEET NUMBER 1
 OF 3 SHEETS

H

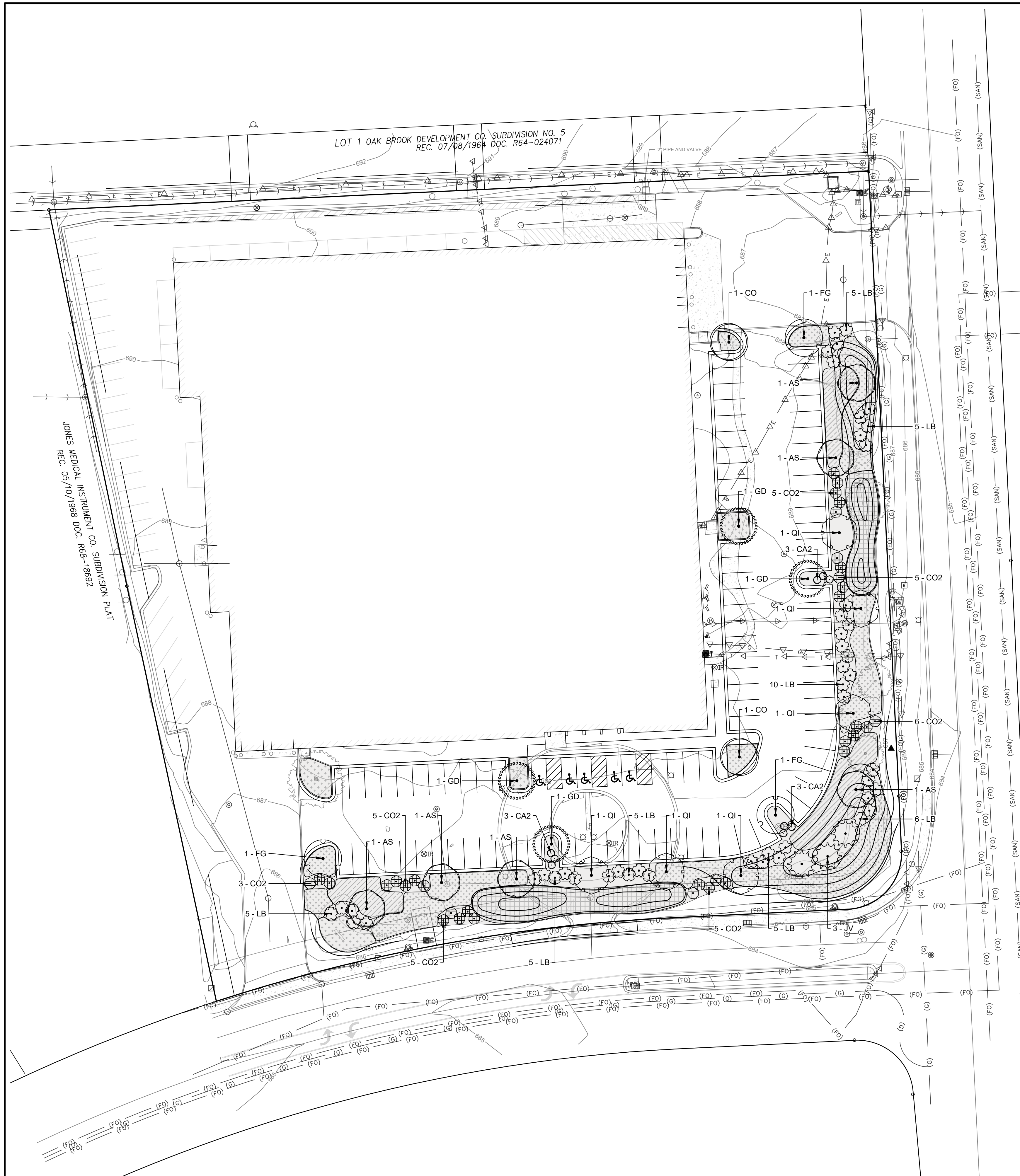


- NOTES:
- ALL DIMENSIONS SHOWN ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
 - ALL PROPOSED ON-SITE STRIPING SHALL BE PAINTED YELLOW UNLESS OTHERWISE NOTED.
 - BUILDING DIMENSIONS ARE TO OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
 - ALL CURB AND GUTTER SHALL BE B6.12 UNLESS OTHERWISE NOTED.
 - NET NEW IMPERVIOUS AREA UNDER 25,000 SF. DETENTION NOT REQUIRED. POST-CONSTRUCTION BEST MANAGEMENT PRACTICES TO BE PROVIDED WITHIN PROPOSED RAIN GARDENS.

PROPERTY SIZE = 3.72 ACRES	
ZONING: ORA-1	
PARKING SUMMARY	
EXISTING SPACES = 46	
EXISTING SPACES TO BE REMOVED = 6	
PROPOSED STANDARD SPACES	= 91
PROPOSED ACCESSIBLE SPACES	= 5
PROPOSED TOTAL SPACES	= 96
EXISTING REMAINING SPACES	= 40
TOTAL PARKING SPACES	= 136



 7325 Janes Avenue Woodridge, IL 60517 630.724.9200 phone www.v3co.com	PRELIMINARY SITE PLAN		OAK BROOK									
			ILLINOIS									
	BLISTEX PARKING LOT EXPANSION											



VILLAGE CODE OF OAK BROOK, IL - LANDSCAPE REQUIREMENTS

REQUIREMENT:	REQUIRED:	PROVIDED:
13-12-4: DESIGN MAINTENANCE: (B) SCREENING & LANDSCAPING - FRONT YARDS: PERMANENT SCREENING AT LEAST FOUR FEET (4') HIGH INSTALLED ADJACENT TO PARKING AREAS. SCREENING TO CONSIST OF A PLANTED EARTH BERM, DENSELY PLANTED SHRUBS OR TREES, OR COMBINATION OF BOTH - SIDE & REAR YARDS: PERMANENT SCREENING AT LEAST FOUR FEET (6') HIGH INSTALLED ADJACENT TO PARKING AREAS. SCREENING TO CONSIST OF A PLANTED EARTH BERM, DENSELY PLANTED SHRUBS OR TREES, OR COMBINATION OF BOTH	- PERMANENT SCREENING MIN. 4' HT - PERMANENT SCREENING MIN. 5' HT	- 44 SHRUBS AND SHADE/EVERGREEN TREE PLANTING WITH NATIVE NATURALIZED PLANTING BEDS - 45 SHRUBS AND TREE PLANTING WITH NATIVE NATURALIZED PLANTING BEDS
13-12-4: DESIGN MAINTENANCE: (C) INTERIOR PARKING LOT LANDSCAPING - LANDSCAPE AREAS SHALL OCCUPY NOT LESS THAN TEN PERCENT (10%) OF TOTAL LOT AREA EXCLUDING - BUILDING FOOT PRINT, FRONT YARD OR STREET SETBACK AREAS, AND REQUIRED LANDSCAPE AREAS ALONG REAR LOT LINES - INTERIOR SHADE TREES SHALL BE PLANTED WITH A MAXIMUM SPACING OF FORTY FEET (40') - 1 SHADE TREE PER EVERY FIFTEEN (15) INTERIOR PARKING SPACES.	- 66,728 SF * 10% = 6,672.8 SF LANDSCAPE AREA - 515 LF (EXTERIOR PARKING LOT) / 40 = 12.875 SHADE TREES - 96 PROPOSED PARKING SPACES / 15 = 6.4 SHADE TREES	- 17,227 SF LANDSCAPE AREA - 12 SHADE TREES & 3 EVERGREEN TREES - 9 SHADE TREES + 1 EXISTING SHADE TREE

- LEGEND**

 - PROPERTY BOUNDARY
 - EXISTING MAJOR CONTOUR
 - EXISTING MINOR CONTOUR
 - PROPOSED MAJOR CONTOUR
 - PROPOSED MINOR CONTOUR
 - TREE PROTECTION FENCE
 - PROPOSED STORM STRUCTURE
 - PLANTING COUNT AND SPECIES DESCRIPTION
- LANDSCAPE PLAN NOTES**

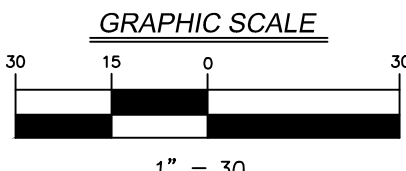
 - MULCH TO BE DARK BROWN, FINELY SHREDDED HARDWOOD. INSTALL 3" THICK MINIMUM.
 - ALL PLANTING BEDS TO HAVE MULCH OVER ENTIRE BED.
 - ALL PLANTING BEDS TO BE AMENDED WITH 6" OF COMPOST OVER THE ENTIRE BED.
 - ALL PLANTING BEDS TO HAVE SPADED EDGE, 4" IN DEPTH WITH UNIFORM LINES AND CURVES UNLESS OTHERWISE NOTED.
 - ANY AREAS DISTURBED DUE TO CONSTRUCTION WILL BE RE-SEEDED WITH TURF GRASS UNLESS NOTED OTHERWISE ON THE PLANS.
 - FOR LIST OF PLANT TYPES, SIZES, SPECIFICATIONS, ETC. SEE SHEET L1.0 & L1.1.

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CAL	HT
TREES						
AS	6	ACER SACCHARUM	SUGAR MAPLE	B & B	3" MIN.	
CO	2	CELTIS OCCIDENTALIS 'CHICAGOLAND'	CHICAGOLAND HACKBERRY	B & B	3" MIN.	
FG	3	FAGUS GRANDIFOLIA	AMERICAN BEECH	B & B	3" MIN.	
GD	4	GYMNOCLADUS DIOICUS	KENTUCKY COFFEETREE	B & B	3" MIN.	
JV	3	JUNIPERUS VIRGINIANA	EASTERN REDCEDAR	B & B		8' MIN.
QI	6	QUERCUS IMBRICARIA	SHINGLE OAK	B & B	3" MIN.	
DECIDUOUS SHRUB						
CA2	9	CEANOTHUS AMERICANUS	NEW JERSEY TEA	3 GAL		18" MIN.
CO2	34	CEPHALANTHUS OCCIDENTALIS	BUTTONBUSH	3 GAL		30" MIN.
LB	46	LINDERA BENZOIN	SPICEBUSH	3 GAL		30" MIN.

SYMBOL	32 EXTERIOR IMPROVEMENTS DESCRIPTION	QTY	DETAIL
	FINELY SHREDDED, DARK BROWN HARDWOOD MULCH. 3" THICK MINIMUM	20,712 SF	



Joint Utility Locating Information for Excavators



PROJECT NO.: 240044
PROJECT MANAGER: DF
DESIGNED BY: HS
DRAWN BY: RI

ORIGINAL ISSUE DATE: FEBRUARY 16, 2024

REVISIONS

NO.	DATE	DESCRIPTION

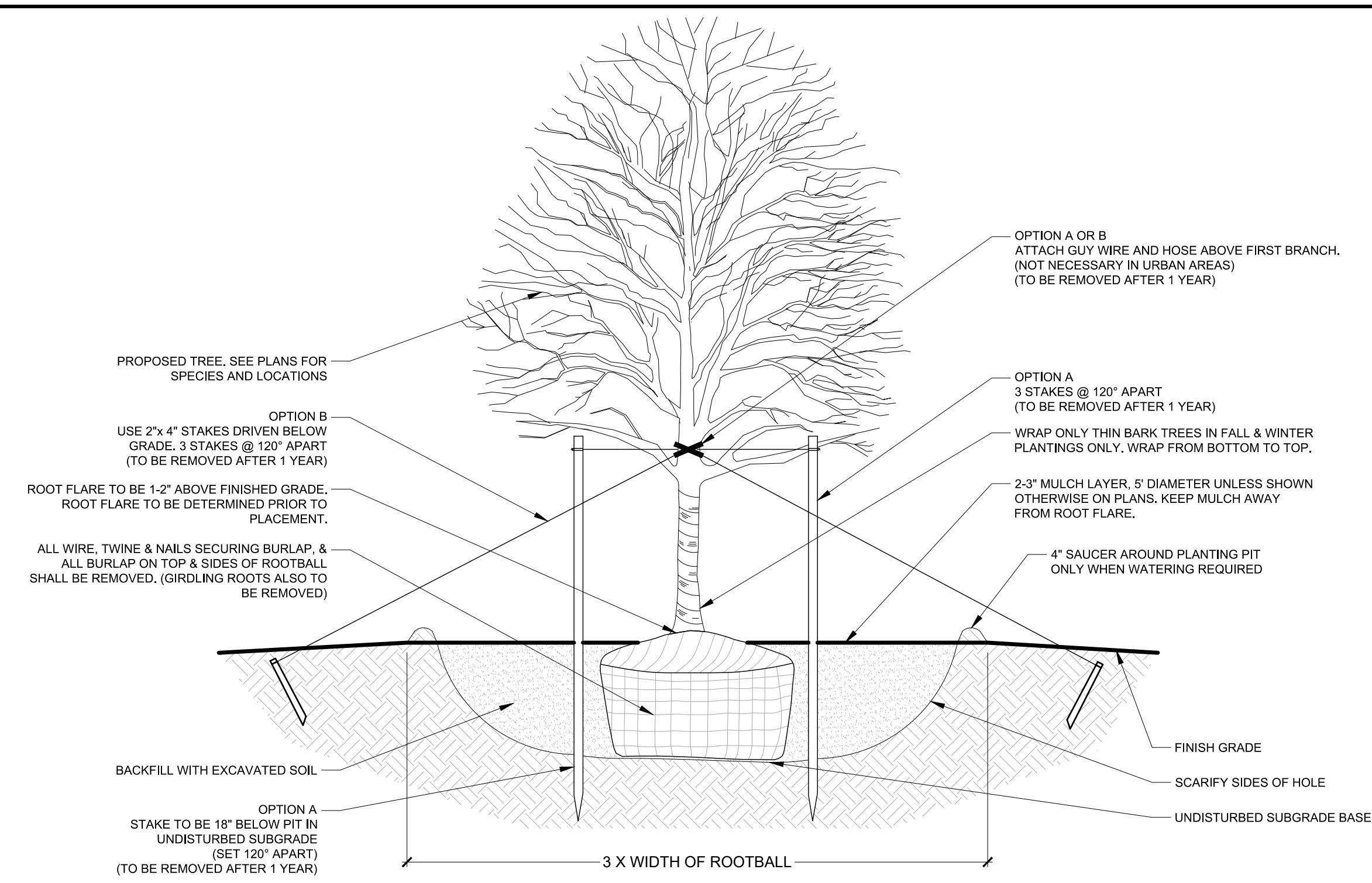
LANDSCAPE PLAN
BLISTEX PARKING LOT
EXPANSION

ILLINOIS
OAK BROOK

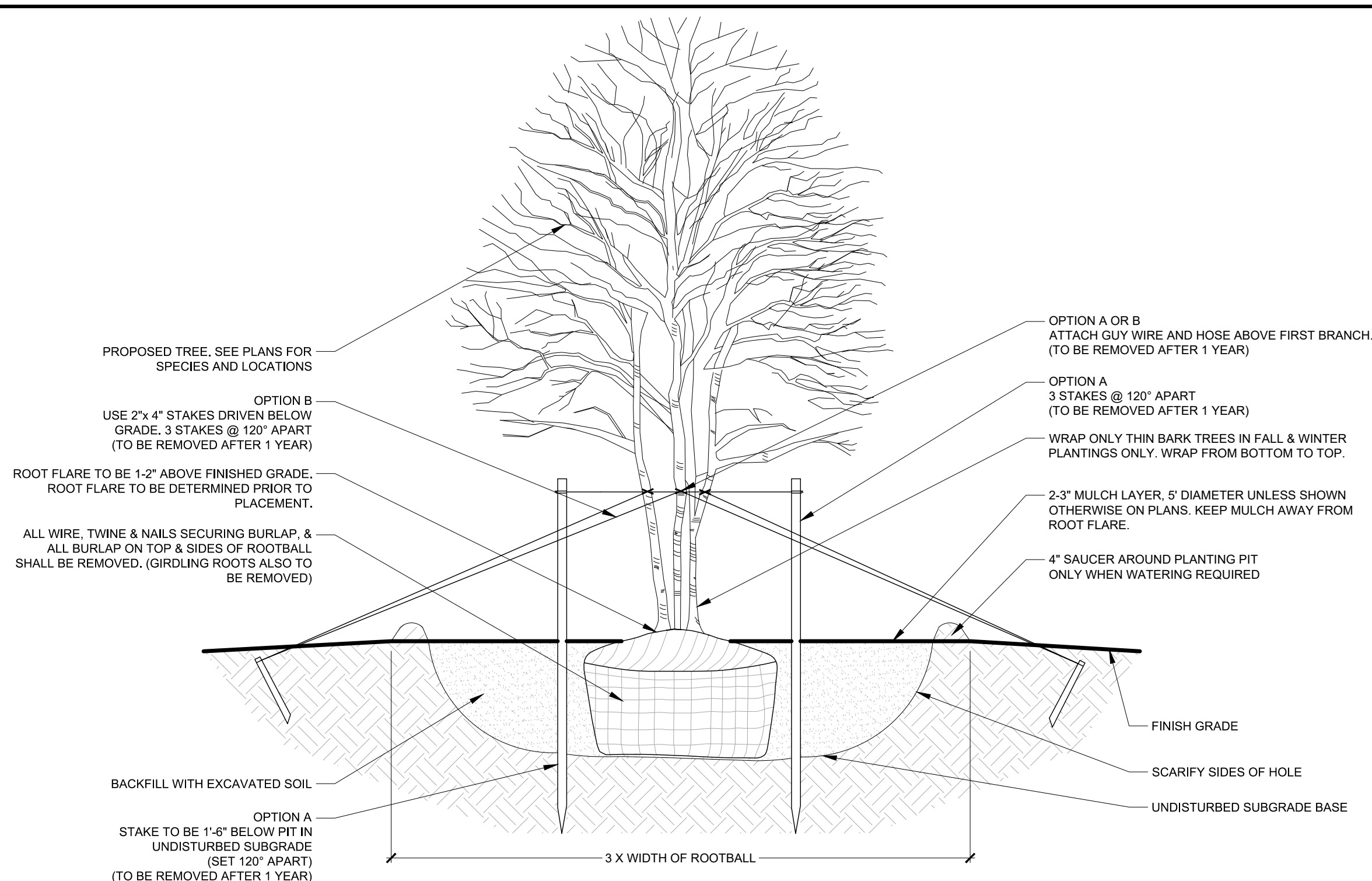
7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
www.v3co.com

V3

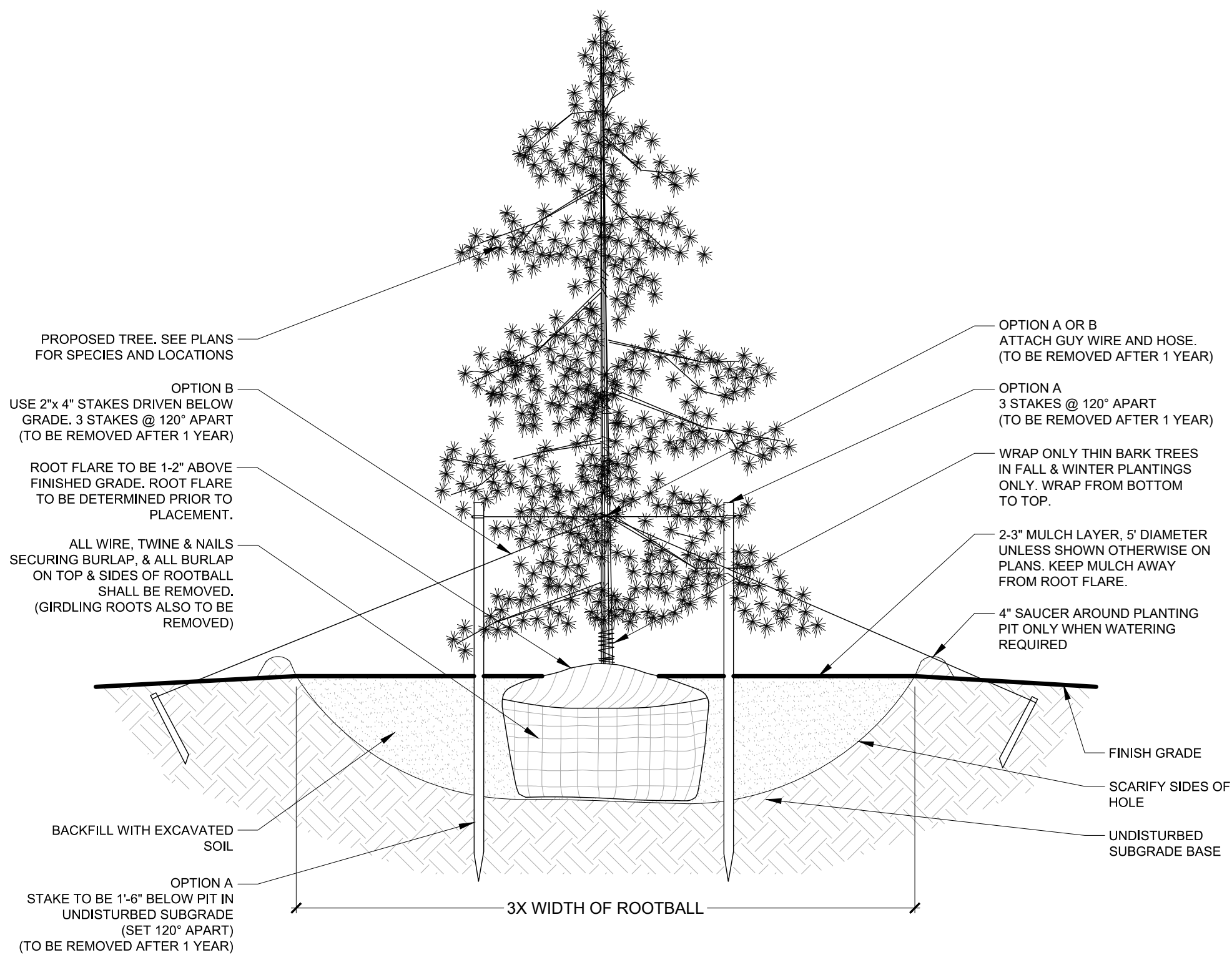
DRAWING NO.
L1.0



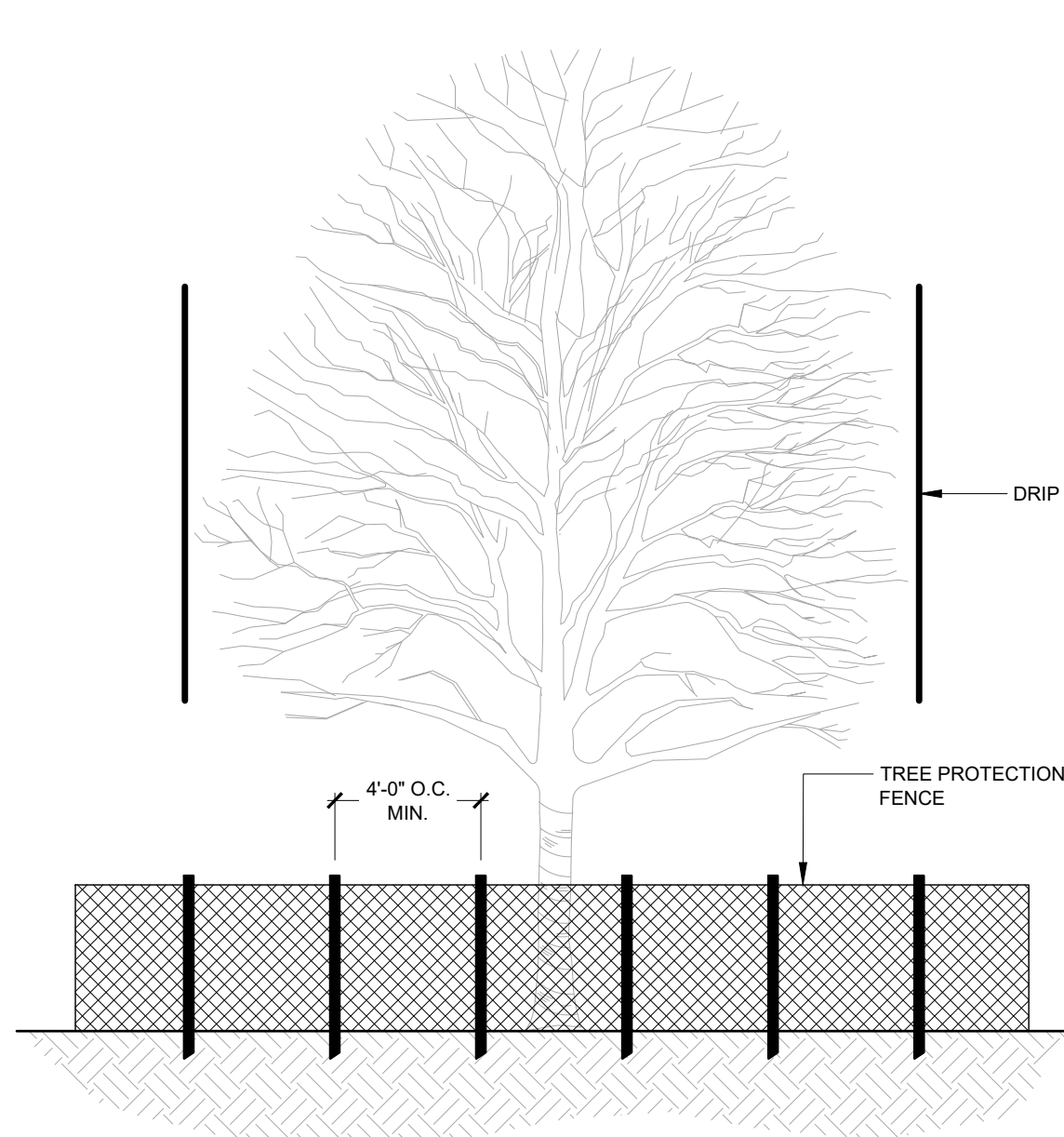
1 SHADE TREE PLANTING DETAIL
1" = 1'-0"



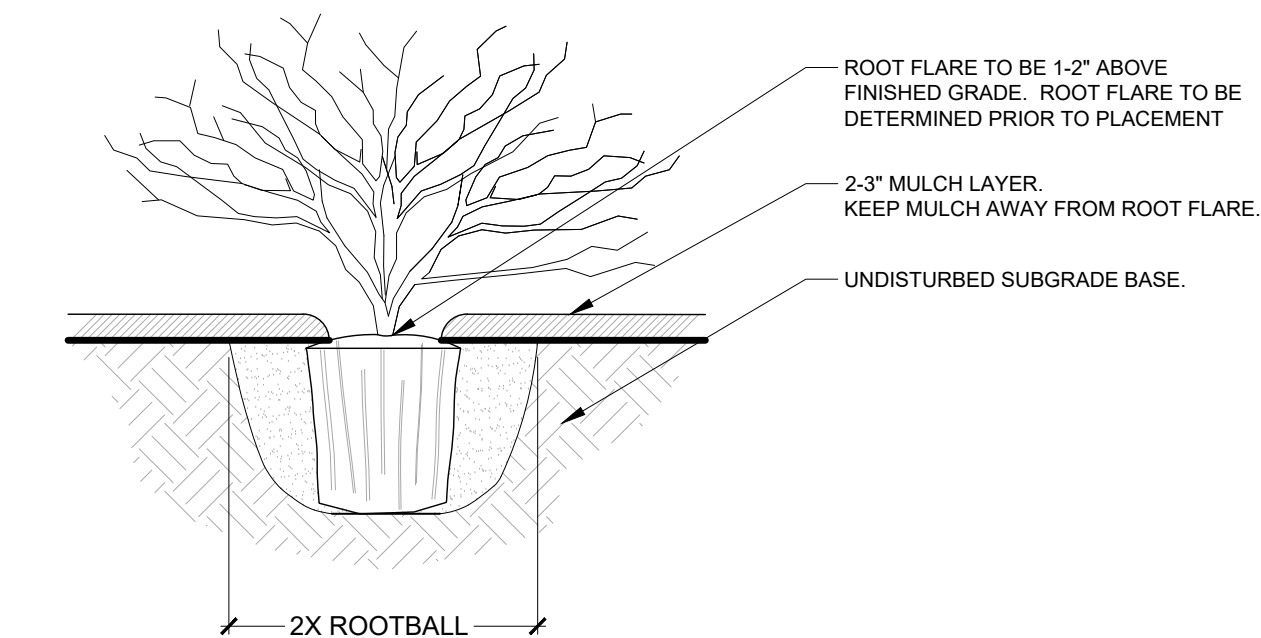
2 MULTI-STEM TREE PLANTING DETAIL
1" = 1'-0"



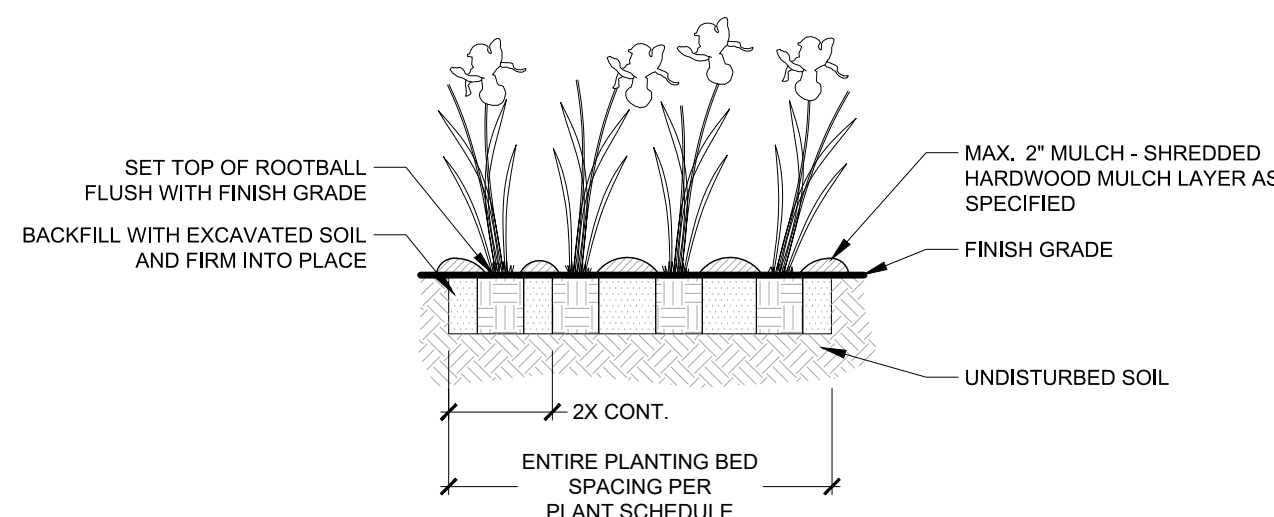
3 EVERGREEN TREE PLANTING DETAIL
1" = 1'-0"



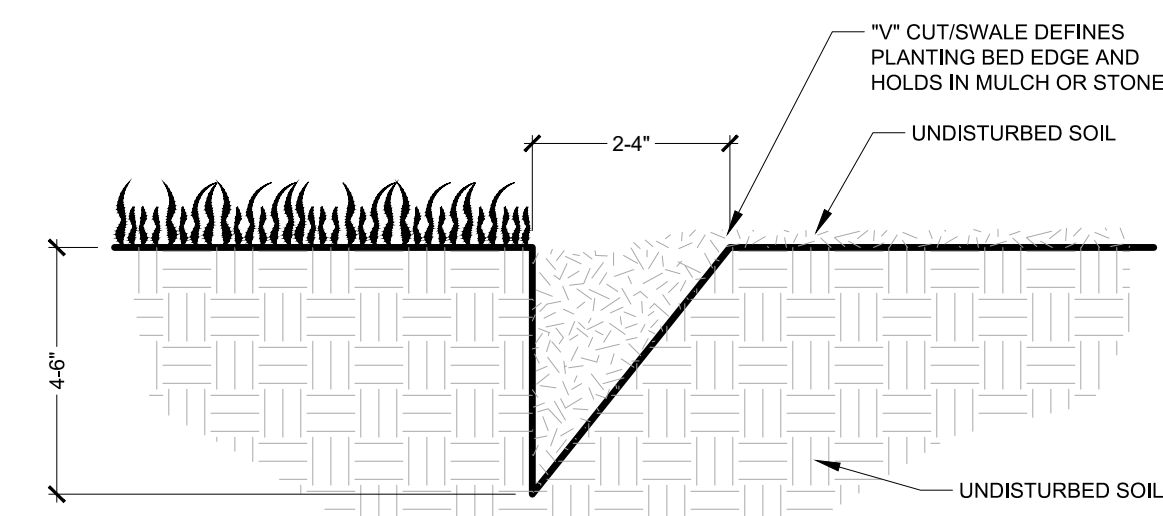
4 TREE PROTECTION DETAIL
1" = 1'-0"



5 SHRUB & SMALL TREE PLANTING DETAIL
1" = 1'-0"

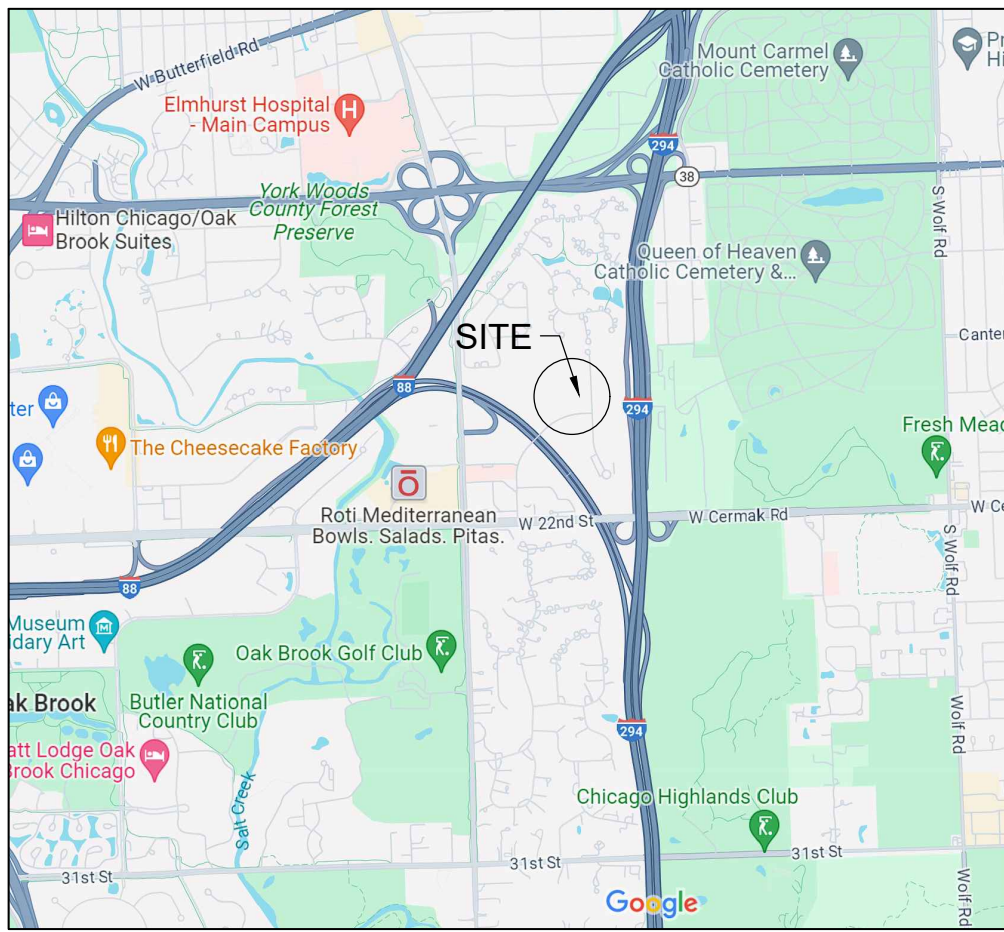


6 PERENNIAL AND ORNAMENTAL GRASS PLANTING DETAIL
1" = 1'-0"



7 V-CUT LANDSCAPE BED EDGE DETAIL
N.T.S.

 7325 Janes Avenue Woodridge, IL 60517 630.724.9200 phone www.v3co.com	LANDSCAPE DETAILS		PROJECT NO.: 240044		ORIGINAL ISSUE DATE: ODATE				REVISIONS							
	CBRE BLISTEX PARKING LOT EXPANSION		PROJECT MANAGER: DF		NO.		DATE		DESCRIPTION		NO.		DATE		DESCRIPTION	
			DESIGNED BY: HS													
			DRAWN BY: RI													
OAK BROOK		CONCEPTUAL ENGINEERING		ILLINOIS												
DRAWING NO.		L2.0														



VICINITY MAP
NOT TO SCALE

UTILITY ATLAS NOTES:

J.U.L.I.E. DESIGN STAGE REQUEST
DIG NUMBER A240261475
RECEIVED 01/26/24.
CONTACTS PROVIDED BY J.U.L.I.E. & LISTED BELOW WERE
CONTACTED BY V3 VIA FAX, REQUESTING UTILITY ATLAS
INFORMATION

CONTACTS

RESPONSE

AT&T/DISTRIBUTION	NO RESPONSE
COM-ED	NO RESPONSE
COMCAST	NO RESPONSE
CROWN CASTLE	RESPONDED WITH ATLAS
EVERSTREAM GLC HOLDING	NO RESPONSE
FLAGG CREEK WTR RECL DT	RESPONDED WITH ATLAS
ADESTA	RESPONDED WITH ALL CLEAR
WINDSTREAM	RESPONDED WITH ALL CLEAR
LEVEL3	RESPONDED WITH ATLAS
MCIVERIZON	NO RESPONSE
ZAYO FIBER SOLUTIONS	RESPONDED WITH ATLAS
NICOR GAS	RESPONDED WITH ATLAS
OAK BROOK, VILLAGE OF	NO RESPONSE
ATT	NO RESPONSE
VINAKOM COMMUNICATIONS	RESPONDED WITH ALL CLEAR

UNKNOWN UTILITY MARK POST AT
NORTHWEST CORNER OF SITE, BROKEN
AT GROUND LEVEL WITH VISIBLE TRACER
WIRES. WIRES WERE TRACED TO EAST,
BEFORE SIGNAL WAS LOST. EXACT
NATURE OF FACILITY IS UNKNOWN.

BENCHMARK

SOURCE:

STATION DESIGNATION: DK3134
ESTABLISHED BY: MARCHÉ

ELEVATION: 685.69 (PUBLISHED AND HELD)
DATUM: NAVD88
DESCRIPTION: DISK SET IN CONCRETE OF TRAFFIC SIGNAL
BASE, LOCATED AT THE SOUTHEAST CORNER OF ILLINOIS 66
(BUTTERFIELD ROAD) AND SOUTH YORK STREET, 36.0' WEST OF
ATT MANHOLE, 5.5' WEST OF WOODEN POLE, 106.0' NORTH OF
CONCRETE LIGHT STANDARD

SITE:

STATION DESIGNATION: SBM#1
ESTABLISHED BY: V3 COMPANIES
DATE: 01/28/2024

ELEVATION: 694.58 (MEASURED)
DATUM: NAVD88
DESCRIPTION: NORTHEAST ARROW BOLT ON FIRE HYDRANT
LOCATED 40.5 FEET NORTH OF NORTH PROPERTY LINE OF
SUBJECT PROPERTY AND 326.5 FEET WEST OF THE WEST LINE OF
SWIFT DRIVE.

STATION DESIGNATION: SBM#2
ESTABLISHED BY: V3 COMPANIES
DATE: 01/28/2024

ELEVATION: 687.26 (MEASURED)
DATUM: NAVD88
DESCRIPTION: NORTHEAST ARROW BOLT ON FIRE HYDRANT
LOCATED 40.5 FEET NORTH OF NORTH LINE OF WINDSOR DRIVE
AND 106.1 FEET WEST OF THE WEST LINE OF SUBJECT
PROPERTY.

THE ELEVATIONS ABOVE WERE KNOWN TO BE ACCURATE AT
THE TIME THEY WERE ESTABLISHED. V3 DOES NOT CERTIFY TO
THE ACCURACY THEREAFTER, NOR ASSUMES RESPONSIBILITY
FOR THE MIS-USE OR MIS-INTERPRETATION OF THE
INFORMATION SHOWN HEREON.

IT IS ADVISED THAT ALL OF THE ABOVE ELEVATIONS BE
CHECKED BETWEEN EACH OTHER AND VERIFY A MINIMUM OF 3
SURROUNDING UTILITY RIM ELEVATIONS AND ANY ADJACENT
BUILDING FINISHED FLOOR OR TOP OF FOUNDATION
ELEVATIONS SHOWN HEREON PRIOR TO USE OR
COMMENCEMENT OF ANY CONSTRUCTION OR OTHER WORK.

PERSONS USING THIS INFORMATION ARE TO CONTACT V3
IMMEDIATELY WITH ANY DISCREPANCIES FOUND PRIOR TO THE
START OF ANY WORK.

ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY
OF
CBRE BLISTEX PARKING LOT EXPANSION
OAK BROOK, ILLINOIS

LOT 1 IN OAK BROOK DEVELOPMENT COMPANY'S SUBDIVISION NO. 4 OF
PARTS OF LOT 1 AND A VACATED PORTION OF PUBLIC STREET IN BUTLER
COMPANY-M-1 INC. ASSESSMENT PLAT NO. 4, SITUATED IN THE SOUTHEAST
QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED
DECEMBER 11, 1968 AS DOCUMENT R68-057891, DUPAGE COUNTY, ILLINOIS.

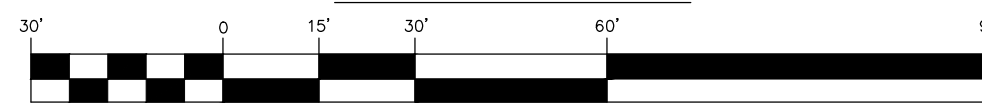
BASIS OF BEARINGS

THE BASIS OF BEARINGS IS THE STATE PLANE
COORDINATE SYSTEM (SPCS) NAD 83 (2011) ZONE
1201 (ILLINOIS EAST) WITH PROJECT ORIGIN AT
LATITUDE: 41° 51' 11.48914" N
LONGITUDE: 87° 55' 25.34350" W
ELLIPTICOIDAL HEIGHT: 592.626 SFT
GROUND SCALE FACTOR: 1.0000390469
ALL MEASUREMENTS ARE ON THE GROUND.

AREA

162,153 S.F.
3.7225 AC.

GRAPHIC SCALE



LEGEND

CABLE TV PEDESTAL	PAINTED GAS LINE	HEADWALL
TRAFFIC LIGHT POLE	GAS VALVE	CURB INLET
TRAFFIC CONTROL BOX	GAS METER	STORM INLET
TRAFFIC CONTROL VAULT	GAS VALVE VAULT	STORM MANHOLE
TRAFFIC LIGHT	GAS METER	FLARED END SECTION
TELEPHONE PEDESTAL	PIPELINE MARKER	CLEANOUT
TELEPHONE MANHOLE	MONITORING WELL	SANITARY MANHOLE
PAINTED TELEPHONE LINE	POST INDICATOR VALVE	HOSE BIB
FIBER OPTIC CABLE LINE	WELL HEAD	B-BOX
ANCHOR	FLAGPOLE	HYDRANT
QUAY POLE	MAIL BOX	WATER VALVE VAULT
UTILITY POLE	SIGN	PAINTED WATER LINE
POWER POLE	POST	IRRIGATION HEAD
LIGHT STANDARD	PUBLIC PAY TELEPHONE	IRRIGATION CONTROL VALVE
ELECTRIC MANHOLE	PARKING METER	WATER METER
ELECTRIC PEDESTAL	WETLAND MARKER	FOUND DISK IN CONCRETE
ELECTRIC TRANSFORMER PAD	BASKETBALL HOOP	FOUND BRASS DISC
ELECTRIC METER	AIR CONDITIONER PADUNIT	FOUND ROW MARKER
HANDHOLE	DECIDUOUS TREE	FOUND IRON ROD
ELECTRIC JUNCTION BOX	WI TRUNK SIZE	FOUND RAILROAD SPIKE
ELECTRIC VAULT	NON-DECIDUOUS TREE	FOUND IRON ROD
ELECTRIC SERVICE OUTLET BOX	WI TRUNK SIZE	FOUND PK NAIL
PAINTED ELECTRIC LINE	BUSH	FOUND MAG NAIL
TRANSFORMER PAD	SOIL BORING HOLE	+ FCG FOUND CUIT CROSS
	W NUMBER	FOUND IRON PIPE
		FIB FOUND IRON BAR
		TP SET TRAVERSE POINT
		SPK SET PK NAIL
		SMG SET MAG NAIL
		SIP SET IRON PIPE

ABBREVIATIONS

PROPERTY LINE	EXISTING TOP OF CURB ELEVATION
EXISTING RIGHT-OF-WAY LINE	EXISTING EDGE OF PAVEMENT ELEVATION
PROPOSED RIGHT-OF-WAY LINE	EXISTING SPOT ELEVATION
EXISTING LOT LINE	A.P. ACCESSIBLE PARKING
PROPOSED LOT LINE	F.F. FINISHED FLOOR
EX & PRO. CENTERLINE	T.F. TOP OF FOUNDATION
EXISTING EASEMENT LINE	CMP CORRUGATED METAL PIPE
PROPOSED EASEMENT LINE	RCP REINFORCED CONCRETE PIPE
EX & PRO. BUILDING SETBACK LINE	VCP VITRIFIED CLAY PIPE
SECTION LINE	FRM FRAME
EXISTING FENCELINE (CHAIN LINK)	BRK BRICK
EXISTING FENCELINE (WOOD)	TC TOP OF CURB
EXISTING FENCELINE (WIRE)	DEP DEPRESSIONED CURB
GUARDRAIL	GUT GUTTER
RAILROAD TRACKS	EP EDGE OF PAVEMENT
CATV UNDERGROUND CABLE TV	F.L. FLOW LINE
UNDERGROUND CABLE TV (ATLAS INFO)	CONC. CONCRETE
UNDERGROUND FIBER OPTIC CABLE(ATLAS)	BIT BITUMINOUS
UNDERGROUND ELECTRIC	MH MANHOLE
UNDERGROUND ELECTRIC(ATLAS INFO)	CW CONCRETE WALK
UNDERGROUND TELEPHONE	TW TOP OF WALL
UNDERGROUND TELEPHONE(ATLAS INFO)	BW BOTTOM OF WALL
GAS MAIN	TP TOP OF PIPE
GAS MAIN(ATLAS INFO)	BW BACK OF WALK
WATER MAIN	FES FLARED END SECTION
WATER MAIN (ATLAS INFO)	INV INVERT
SANITARY SEWER	DIP DUCTILE IRON PIPE
SANITARY SEWER(ATLAS INFO)	SD STORM DRAIN
STORM SEWER	SAN. SANITARY SEWER
STORM SEWER(ATLAS INFO)	N NORTH
EDGE OF WATER	S SOUTH
OVERHEAD WIRES	E EAST
CURB	W WEST
DEPRESSIONED CURB	CB CHORD BEARING
EXISTING CONTOUR LINE	A ARC LENGTH
ASPHALT PAVING OR WATER (LABELED)	R RADIUS
UNPAVED ROAD	U.E. UTILITY EASEMENT
CONCRETE	P.U.E. PUBLIC UTILITY EASEMENT
WETLANDS	D.E. DRAINAGE EASEMENT
EXISTING BUILDING	M.U.E. MUNICIPAL UTILITY EASEMENT
MARSH AREA	I.E. INGRESS & EGRESS EASEMENT
	PC POINT OF CURVATURE
	PCC POINT OF COMPOUND CURVATURE
	PRC POINT OF REVERSE CURVATURE
	PT POINT OF TANGENCY
	(REC) RECORD DATA
	MEAS. MEASURED DATUM
	(CALC) CALCULATED DATA
	(DEED) INFORMATION TAKEN FROM DEED
	ETBE EXCEPTION TO BLANKET EASEMENT

K

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

TO: CBRE, INC.

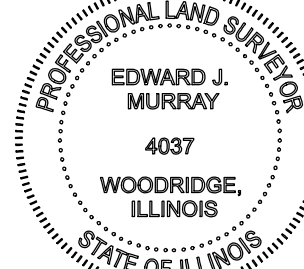
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT
IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD
DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY
ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3,
4, 7(a), 7(b)(1), 7(c), 8, 9, 11(a), 11(b), 13, 14, 16, 17 AND 20 OF TABLE A THEREOF.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS
MINIMUM STANDARDS FOR BOUNDARY AND TOPOGRAPHIC SURVEYS.

FIELD WORK COMPLETED ON JANUARY 30, 2024.

DATED THIS 5TH DAY OF FEBRUARY, A.D., 2024.

EDWARD J. MURRAY
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-4037
MY LICENSE EXPIRES ON NOVEMBER 30, 2024
V3 COMPANIES OF ILLINOIS, LTD. PROFESSIONAL DESIGN FIRM NO. 184000902
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2025.
emurray@v3co.com



PREPARED FOR:

CBRE, INC

321 N CLARK ST - SUITE 3400
CHICAGO, IL 60654
312-935-1942

REVISIONS					
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1.	02-13-2024	ADDITIONAL FIELD WORK			
2.	03-05-2024	PER COMMENT			

ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY

CBRE BLISTEX PARKING LOT EXPANSION - OAK BROOK, IL

DRAFTING COMPLETED:	02/05/2024	DRAWN BY:	ADS	PROJECT MANAGER:	DEF
FIELD WORK COMPLETED:	01/30/2024	CHECKED BY:	EJM	SCALE:	1" = 30'

Project No: 240044

Group No: VP01.1



ITEM 8.B.

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Regular Meeting
of
April 23, 2024

SUBJECT: 4006 Adams Road - Setback Variations

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board review the recommendation from the Planning & Zoning Commission denying the requested variations from Sections 13-6B-3F.2 and 13-6B-3F.3 of the Zoning Regulations to permit an addition to the southwest corner of the principal structure at 4006 Adams Road.

A positive recommendation would have been subject to the following:

The proposed addition shall be constructed in substantial conformance to the approved plans as submitted. The applicant shall provide information related to the well on the site. If it has been abandoned, it shall be removed as part of the project. Notwithstanding the attached exhibits, the applicant shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived.

Background/History:

At their meeting on April 3, 2024, the Planning & Zoning Commission (P&Z) held the required public hearing on a petition submitted by National Energy Contractors, on behalf of the property owners Jason and Bojana Carey of 4006 Adams Road. The 0.7-acre property is located north of Pine Hill Lane, behind the residence at 4004 Adams Road. The property is zoned R-2 single-family detached residence district, and is improved with an existing single-family home.

The applicant was seeking variations in order to construct an addition of 350 sq. ft. to the southwest corner of the principal structure. The Code requires the side yard to be no less than eighteen feet (18') in depth and the rear yard no less than sixty feet (60') in depth. The existing principal structure has a rear setback of 42.13' from the west property line and side yard setback of 14.41' from the south property line. The proposed room (17' x 21.5') is an inline addition to the south side of the property. The addition will further reduce the rear setback to 25.13 feet.

The property is uniquely located as it does not have actual road frontage and is accessed through 4004 Adams. The applicant indicated that the topography of the property and the design of the existing residence prohibit building an addition in the front of the house.

The petitioner's application material has been provided and includes the case file with the P&Z minutes for a detailed description and rationale justifying the request. All interested parties were mailed proper notification for the public hearing. Two members of the public spoke against the variation request at the public hearing. One letter of support was received from an adjoining neighbor.

By a vote of 4 to 3, the Planning & Zoning Commission recommended denial.

Recommendation:

Staff recommends the Village Board consider the recommendation of denial from the Planning & Zoning Commission. If the Board concurs with the P&Z Commission, a vote to deny the application is requested.

To allow the variations, a super majority vote is required by the Board, and would direct the Village Attorney to draft an Ordinance for consideration at a future meeting.

Attachments:

1. 4006 Adams Road - Rear and Side Yard Setback Variations
2. 4006 Adams Road - Rendering



VILLAGE OF
OAK BROOK
Illinois

ITEM
4006 Adams Road
VARIATION SETBACKS

INDEX

PAGE	CONTENTS
9	Planning & Zoning Commission Recommendation Letter dated April 9, 2024
8-8.c	Planning & Zoning Commission Meeting Minutes dated April 3, 2024 (Draft)
7	Letter of Support dated April 1, 2024
6-6.c	Staff Report dated March 26, 2024
5	Certificate of Publication dated March 13, 2024
4-4.a	Resident Letter dated March 13, 2024
3	Board of Trustees Meeting Minutes dated March 12, 2024 (Not Included)
2-2.a	Referral Memo – Board of Trustees Agenda dated March 12, 2024
1	Zoning Regulations – Section 13-6B-3 – Lot Area Requirements

Petition Application Documents

A	Petition Application – Variation
B	Letter of Explanation
C-C.1	Variation Standards
D-D.1	Certification and List of Surrounding Property Owners
E	Subject Property Verification and Legal Description
F	Beneficial Interests Form
G	Fee Receipt
H	Plat of Survey dated October 11, 2021 Showing setbacks
I	Miscellaneous Photos



VILLAGE OF OAK BROOK *Illinois*

BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS 60523

April 9, 2024

Village President and Board of Trustees
Village of Oak Brook
1200 Oak Brook Road
Oak Brook, IL 60523

Subject: 4006 Adams Road – Variations – To allow the construction of an addition to the southwest corner of the principal structure.

Dear Village President and Board of Trustees:

Background

At its meeting on April 3, 2024 the Planning & Zoning Commission held the required public hearing on a petition from National Energy Contractors on behalf of the property owners, Jason and Bojana Carey of 4006 Adams Road, seeking approval of variations in order to construct an addition. The requested relief to the Zoning Regulations are to the following:

1. Sections 13-6B-3.F.2 & 13-6B-3.F.3 of the Oak Brook Zoning Ordinance (OBZO) to permit and allow a reduction in the required rear yard setback from 60-feet to 25.13-feet and a reduction in the required side yard setback from 18-feet to 14.41-feet for the addition.

The property is located in the R-2 District.

Public Comment

All interested parties were notified of the public hearing. Bob & Sharon Lindgren, 1020 Birchwood Lane spoke in opposition.

Planning & Zoning Commission Discussion and Recommendation

By a vote of 4 to 3, the Planning & Zoning Commission recommended denial of the requested variations.

Very truly yours,

Raju Iyer

Rajaraman Iyer
Chairman
Planning & Zoning Commission

Bob Lindgren, 1020 Birchwood Lane inquired about any existing 24-hour manufacturing considering any noise issues.

Mr. Halliday responded that 1800 Swift Drive is an existing 24-hour manufacturing facility that has been operating for many years. Just north of the building is a residential district and they are very sensitive to neighbors who have his direct phone number. The new operation is an interior lot surrounded by commercial .

Chairman Iyer stated that the variation standards were subject to the testimony and submitted in writing (casefile).

Motioned by Member Hasan, seconded by Member Bulin to recommend approval of the requested parking variation, subject to the following conditions:

1. The proposed parking and landscaping shall be in substantial conformance with the plans as submitted and approved. The landscaping will include screening of loading bay doors at the southwest location.
2. Add the condition “Notwithstanding the attached exhibits, the applicant shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived.”

ROLL CALL:

Ayes: 7 – Chairman Iyer, Members Bulin, Cappetta, DiBernardo, Hasan, Pontrelli and Wilczak. Motion carried.
Absent: 0 - Vice Chairman Ziemer and Member Nimry

5.

B. 4006 ADAMS ROAD – REAR & SIDE YARD SETBACK VARIATIONS

4006 ADAMS ROAD –
REAR & SIDE YARD
SETBACK VAR

Planner Raman gave a brief overview of the proposed petition.

Peter Gatsch, President of National Energy Contractors, 206 North Ave, Lombard, applicant on behalf of the owner reviewed the request. He described the property as a flag lot with a steep hill flush to the front of the house that is not visual to many neighbors. They want to build a family room behind the house due to a growing family. They are asking for the addition to be in line with the house side yard setback of 14.41 instead of 18’ and a reduction of the rear yard to 25.13’. The lot is heavily wooded and the rear neighbor (closest to the house) sent a letter in support of the petition.

He explained that the topography limited the addition location options due to a very narrow and steep lot. They looked at all options including building in the front of the house. The cost of excavating and water management were concerns and could create structural problems with the principal structure due to the hill and the current retaining wall.

Mr. Gatsch distributed a rendering that was not included in the casefile.

Member Cappetta asked when the home was purchased.

Mr. Gatsch replied 2021.

Member Wilczak was concerned that the well behind the house would be too close to the addition.

Jason Carey, homeowner indicated that the addition would be around 3-feet from the well and is only used to water the lawn and wash cars.

Member Cappetta wanted to see more photos and renderings in the casefile. She noted that granting another variation on the property was concerning with increasing house sizes in Fullersburg.

Mr. Gatsch responded that 4006 Adams Road was one of the smallest houses in the area.

Members DiBernardo and Hasan were in support of the petition.

Bob Lindgren, 1020 Birchwood Road was concerned that granting the variation would set a precedent. He believed code setbacks were necessary to maintain openness and disagreed with current code allowing a three-story house with a 40-foot setback. He said several properties that will be sold by IBLP (Institute of Basic Life Principals) will be redeveloped and new owners will be requesting similar variations. He stated that the family lived in the house just east of their house before purchasing 4006 Adams. He felt they knew they going to be asking for variations to the property.

Sharon Lindgren, 1020 Birchwood Road was opposed to granting the variation due to setting a precedent. She said the Carey's knew the house had issues when they bought it and perhaps they should have bought a different house.

Mr. Gatsch explained the zoning code changes and that the past variation was to build a garage that the property never had. He said variations are granted due to hardships and one size does not fit all. There is a very large mature tree in the front yard and the proposed addition eliminates the need to remove the tree.

Member Pontrelli reminded petitioners and the audience to address the commission and not one another.

Mr. Lindgren disagreed with Mr. Gatsch's comments.

Member Wilczak asked if a non-conforming structure was destroyed by more than 50% would they be able to rebuild as non-conforming.

Director Von Drasek replied no, they would have to rebuild within current setbacks. However, if they were granted variations, they could rebuild according to the ordinance.

Member Cappetta discussed the variations. She felt they did not meet several standards and was opposed to the variation.

Members DiBernardo and Hasan disagreed and were in support due to the uniqueness of the property.

Members Wilczak and Pontrelli opposed the petition. The setback variation request was too large.

Member Hasan was concerned that if the Carey's sold the house, the lot would remain vacant like many in the village. She wanted to continue to revitalize Oak Brook.

Member Cappetta explained that people want to move into the very desirable Oak Brook due to its openness.

Bojana Carey, homeowner said they were renting the house to the east prior to buying 4006 Adams Road. They wanted to renovate the house instead of tearing it down. She was against building an addition in front of the house due to the mature tree. Her mother recently moved in with them and they need more space.

Chairman Iyer said that the variation standards were subject to the testimony and submitted in writing (casefile).

Motioned by Member Hasan, seconded by Member DiBernardo to recommend the approval for the requested variations, subject to the following conditions:

1. The proposed detached garage shall be constructed in substantial conformance to the approved plans as submitted.
2. The applicant shall provide information related to the well on the site. If it has been abandoned, it shall be removed as part of the project.
3. Notwithstanding the attached exhibits, the applicant shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived.

ROLL CALL:

Ayes: 3 – Members Bulin, DiBernardo and Hasan

Nays: 4 Chairman Iyer, Members Cappetta, Pontrelli and Wilczak. Motion Denied

Absent: 0 - Vice Chairman Ziemer and Member Nimry

Chairman Iyer announced that the public hearing was concluded.

OTHER BUSINESS

OTHER BUSINESS

6.

Director Von Drasek explained the change to the application deadlines for Planned Developments.

7.

PUBLIC COMMENT

PUBLIC COMMENT

8.

ADJOURNMENT:

ADJOURNMENT

Motion by Member Wilczak, seconded by Member Cappetta to adjourn the meeting at 8:06PM. VOICE VOTE: Motion carried.

ATTEST:

/s/ Rebecca Von Drasek

Rebecca Von Drasek

Director of Development Services

From: Christina Salerno
Sent: Monday, April 1, 2024 2:45 PM
To: Rebecca Von Drasek, MPA <rvondrasek@oak-brook.org>
C
Subject: Carey - Adams variance request

You don't often get email from c.salerno@hotmail.com. [Learn why this is important](#)

CAUTION: This email message originated from outside of the Village's email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Ms. Vondrasek,

My husband, Ross Sweeney, and I, of 4 Pine Hill Lane in Oak Brook, are writing to submit our support for the variance request put forward by Jason and Bojana Carey of 4006 Adams Road in Oak Brook.

We have reviewed the Carey's plans, and given the unique nature of their property, we believe their proposed addition is well suited to their house and will not place undue hardship on our property.

The Carey's are requesting both side yard and rear yard variances. Their rear yard abuts our side yard, and the area in question is in a corner of our property where having a full rear yard on their side is not necessary for the enjoyment of our property.

Their design actually adds privacy with high windows where now there are large sliding glass doors, and so we actually feel this is an improvement on the current situation. Furthermore, we feel it is important that the Village work with homeowners to improve their properties in unique situations. The Carey's have a unique property, and although in general we are not in favor of variances, we feel it is warranted in this case.

Please feel free to reach out to me with any questions or concerns.

We hope you will grant this variance as we believe it enhances the property with no drawbacks.

Sincerely,
Christina Salerno

VILLAGE OF OAK BROOK
Planning & Zoning Commission

STAFF REPORT

DATE: March 26, 2024

CASE NO: 2024-04-ZO-VAR

DESCRIPTION: Variation – to permit the construction of an addition into the Rear and Side yard setbacks.

PETITIONER: National Energy Contractors
206 West North Avenue
Lombard, IL 60148

ADDRESS: 4006 Adams Road

EXISTING ZONING: R-2 District (Single-Family Detached Residence District)

ZONING/USE OF SURROUNDING PROPERTY:

- North:** R-2 District (Single-Family Detached Residence District), Residences
- South:** R-2 District (Single-Family Detached Residence District), Residences
- East:** R-2 District (Single-Family Detached Residence District), Residences
- West:** R-2 District (Single-Family Detached Residence District), Residences.

National Energy Contractors, on behalf of the property owners Jason and Bojana Carey of 4006 Adams Road, has submitted a petition requesting approval of zoning variations to permit an addition to the southwest corner of the principal structure.

The 0.7-acre property is located north of Pine Hill Lane, behind the residence at 4004 Adams Road. The property is zoned R-2 single-family detached residence district and is improved with an existing single-family home.

The petitioner is requesting approval of variation from Sections 13-6B-3F.2 and 13-6B-3F.3 of the Oak Brook Zoning Ordinance (OBZO). The code requires the side yard to be no less than eighteen feet (18') in depth and rear yard no less than sixty feet (60') in depth. The existing principal structure has a rear setback of 42.13' from the west property line and side yard setback of 14.41' from the south property line. The proposed room (17' x 21.5') is an inline addition to the south side of the property. The addition will further reduce the rear setback to 25.13' and not comply with the Village code requirements.

The petitioner was granted a variation (S-1660) in 2022 to permit a detached garage in front of the principal structure of the property.

**STAFF REPORT – NATIONAL ENERGY CONTRACTORS
VARIATION – 4006 ADAMS ROAD
CASE No. 2024-04-ZO-VAR**

Please see the materials provided by the petitioner in the case file for a more detailed description of this request.

Staff Comments:

- The property is part of the Kuzelka's Re-subdivision which was approved by the Village of Oak Brook in 1972. The existing home was constructed prior to 1956, and before the incorporation of the Village.
- The subdivision was annexed into the Village in 1968 by Ordinance S-161.
- The lot is approximately 30,056 square feet, the minimum requirement for a lot within the R-2 Zoning District is 43,560 square feet.
- The parcel does not have road frontage, it is accessed through an easement on 4004 Adams to Adams Road.
- The properties at 4 Pine Hill and 4014 Adams, which are in the same general area, have also been granted yard variations previously. 4 Pine Hill was granted a variance (S- 598) in 1986 to encroach into the side yard. 4014 Adams St was granted a variance (S- 244) in 1971 to encroach into the side and front yard. The parcels in this area are older platted lots which did not follow an obvious development plan.
- In the previous variation for the garage addition, two members of the public spoke against the variation request at the public hearing. The objectors noted that the parcel layout was a result of the IBLP (previous owners of 4006 Adams) and that approving the variation would create visual impacts on neighboring properties.
- The lot is unique since it is narrow and becomes steep from east to west end of the property. The house is located towards the west/ rear part of the lot. The topography limits the options to locate the proposed addition. The proposed addition would reduce the rear yard setback to 17.87' less than the required 60' setback and the side yard will remain 3.59' shy of the required 18' setback.
- It appears that a well pump is near the proposed addition. Staff asks the property owner to provide the Village with the status of the well and the proposed distances from the addition.

RESPONSIBILITIES OF HEARING BODIES:

Staff is recommending approval of the variations. The addition will not alter the essential character nor be detrimental to the public. The Planning & Zoning Commission has the responsibility, following approval of Ord. G-1243 (11-14-23), to make a recommendation on a request for variation. Please include in your consideration your findings with respect to the standards specified in the Zoning Ordinance for each variation. The materials submitted by

**STAFF REPORT – NATIONAL ENERGY CONTRACTORS
VARIATION – 4006 ADAMS ROAD
CASE No. 2024-04-ZO-VAR**

the applicant specifically address these standards (see the case file). Those standards are as follows:

“Section 13-14-6 D. Standards:

1. The Zoning Board of Appeals shall not recommend a variation of the provisions of this Title as authorized in this Section unless it shall have made findings of fact based upon the evidence presented to it on the following specific issues that:

- a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.
- b. The plight of the owner is due to unique circumstances.
- c. The variation, if granted, will not alter the essential character of the locality.

2. For the purpose of supplementing the above standards, the Zoning Board of Appeals, in making the determination whether there are practical difficulties or particular hardships, shall also take into consideration the extent to which the following facts, favorable to the applicant, have been established by the evidence that:

- a. The particular physical surroundings, shape, or topographical conditions of the specific property involved would bring a particular hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulation were to be carried out.
- b. The condition upon which the petition for variation is based would not be applicable generally to the other property within the same zoning classification.
- c. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.
- d. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood.
- e. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property.
- f. That the alleged difficulty or hardship has not been created by any person presently having an interest in the property.”

CONCLUSION:

If the Planning & Zoning Commission is of the opinion that the applicant has satisfied the requirements for the requested variations to the Zoning Ordinance for the property located at 4006 Adams Road, a recommendation with specific reasons for the recommendation to approve the variations subject to the following conditions:

**STAFF REPORT – NATIONAL ENERGY CONTRACTORS
VARIATION – 4006 ADAMS ROAD
CASE No. 2024-04-ZO-VAR**

1. The proposed detached garage shall be constructed in substantial conformance to the approved plans as submitted.
2. The applicant shall provide information related to the well on the site. If it has been abandoned, it shall be removed as part of the project.
3. Notwithstanding the attached exhibits, the applicant shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived.

However, if you determine that the petitioner has not satisfied the required standards for variation, the request could be continued for further information/discussion or be denied. Staff requests that the Commission include specific reasons for a recommendation to deny the requested variations.

Respectfully Submitted,



Rama Raman
Village Planner

NOTICE IS HEREBY GIVEN that a public hearing before the Planning & Zoning Commission of the Village of Oak Brook, DuPage and Cook Counties, Illinois, will be held on Wednesday, April 3, 2024 at 6:30 p.m. for the purpose of considering the application from the petitioners, Jason and Boiana Carey 4006 Adams Road, Oak Brook, IL 60523, owner and National Energy, contractor. The applicant is seeking variations as provided for under Title 13 of the Zoning Ordinance of the Village of Oak Brook, Illinois, Ordinance G-60 as amended.

The petitioner is seeking approval to allow a reduction in the required side and rear yards for the construction of a room addition.

The property may be generally described as 4006 Adams Road, Oak Brook, IL, with the PIN as follows: PIN - 09-02-201-014

The petitioner's application including all supporting documents is on file with the Development Services Department. Persons wishing to examine the application documents may arrange to do so with the Development Services Department, Village of Oak Brook, 1200 Oak Brook Road, Oak Brook, IL 60523, telephone 630-368-5106.

In accord with the provisions of the American with Disabilities Act, any individual who is in need of a reasonable accommodation in order to participate in or benefit from attendance at this public meeting should contact the Butler Government Center (Village Hall), at 630-368-5010 as soon as possible before the meeting date.

Netasha Scarpiniti

Village Clerk

Published at the direction of the Corporate Authorities and the Zoning Board of Appeals of the Village of Oak Brook, DuPage and Cook Counties, Illinois.

Published in Daily Herald March 13, 2024 (4613029)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Northwest Suburbs Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Northwest Suburbs DAILY HERALD**. That said **Northwest Suburbs DAILY HERALD** is a secular newspaper, published in Arlington Heights, Cook County, State of Illinois, and has been in general circulation daily throughout Cook County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **Northwest Suburbs DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 03/13/2024 in said **Northwest Suburbs DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY

Designee of the Publisher of the Daily Herald

Control # 4613029





OAK BROOK
Illinois

BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS 60523

March 13, 2024

Dear Resident:

The Oak Brook Planning & Zoning Commission and the Village Board will be considering a variation to the Zoning Regulations.

MEETING DATE AND INFORMATION:

Planning & Zoning Commission* 6:30 p.m., Wednesday, April 3, 2024

Board of Trustees Meeting 7:00 p.m., Tuesday, April 23, 2024***

*Public Hearing Body – Variation

***Tentative – Follows the completion of the Planning & Zoning Commission public hearing

The application has been filed by: Agent: National Energy Contractors
206 W. North Ave
Lombard, IL 60148

Property Owner: Jason & Bojana Carey
4006 Adams Road
Oak Brook, IL 60523

The property is located at: 4006 Adams Road, Oak Brook

Relationship of applicant to property: Contractor

The petitioner is seeking approval to allow a reduction in the required side and rear yards for the construction a room addition. A map of the subject property is provided on the reverse side of this notice.

For more detailed information of the request, please contact the Development Services Department at 630-368-5103 between 8 AM-4 PM, Monday through Friday, except for holidays.

Sincerely,

Rebecca Von Drasek
Development Services Director
RV/cc

In accord with the provisions of the Americans with Disabilities Act, any individual who is in need of a reasonable accommodation in order to participate in or benefit from attendance at a public meeting of the Village of Oak Brook should contact the Butler Government Center (Village Hall), at 630-368-5010 as soon as possible before the meeting date.

All meetings are held in the Butler Government Center of the Village of Oak Brook, located at 1200 Oak Brook Road (31st Street and Spring Road), Oak Brook, Illinois.



*Note: The map provided is only an approximation of the area in question and is intended to be used only as a visual aid to determine your relationship to the property



VILLAGE OF
OAK BROOK
Illinois

ITEM 6.

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Regular Board of Trustees Meeting
of
March 12, 2024

SUBJECT: Referral – 4006 Adams Road –Variation for an addition to a residence

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to refer the request for variations to the Planning & Zoning Commission for a public hearing and recommendation related to a proposed addition to the residence at 4006 Adams Road.

Background/History:

National Energy, contractor on behalf of the property owner, has submitted zoning variation requests for the construction of a 21.5' x 17' room addition. The property is zoned R-2, Single-Family Detached Residence District and is improved with a ranch home located on Adams Road, just north of Ogden Avenue. The location of the addition as proposed would be in the side and rear yards of the lot.

The petitioner is requesting zoning variations to Sections 13-6B-3.F.2 and 13-6B-3.F.3 of the Zoning Code to permit and allow a reduction in the required side and rear yards. The proposed room is approximately 365 sq. ft. in size, with siding to match the existing house.

Several additional documents have been included with this referral to provide the Village Board with more detailed and specific information related to the request. This additional application material is provided below for reference purposes.

1. Narrative and petition for public hearing;
2. Proposed Site Plan; and
3. Property location map

Recommendation:

Please refer National Energy's request for a Variation to allow a detached garage at 4006 Adams Road to the Planning & Zoning Commission for a public hearing, review, and a recommendation.

13-6B-3: LOT AREA REQUIREMENTS:

F. Yards: Except as required in subsections B and D under "accessory uses and structures" in section [13-6A-1](#) of this chapter, yards shall be provided as follows:

2. Side: Not less than eighteen feet (18') in depth
3. Rear: Not less than sixty feet (60') in depth



VILLAGE OF OAK BROOK
1200 OAK BROOK ROAD
OAK BROOK, IL 60523
630-368-5106

**PETITION APPLICATION for
PUBLIC HEARING**

ZONING ORDINANCE:

☐ **APPEAL (\$300)**

☒ **VARIATION (\$750)**

☐ **AMENDMENT (\$750)**

☐ **SPECIAL USE (\$750)**

☐ **CERTIFICATE OF APPROPRIATENESS (\$500)**

STORMWATER: ☐ **VARIATION (\$750)**

PUBLIC HEARING SIGNS (\$50- each lot frontage) 1 - Enter Number of Street Frontages/Per Parcel

APPLICANT TO COMPLETE

NOTE: ALL APPLICATIONS ARE TO BE RECEIVED BY THE DIRECTOR OF DEVELOPMENT SERVICES
AND AFTER AN INITIAL REVIEW WILL BE FILED WITH THE VILLAGE CLERK.

LOCATION OF

SUBJECT PROPERTY 4006 ADAMS ROAD O.B. **PERMANENT PARCEL NO*** 09-02-201-014

LOT NO. 6 **SUBDIVISION** KUZELKAS RESUB **LEGAL ADDRESS*** 4006 ADAMS ROAD

ZONING DISTRICT R-2 **ZONING ORDINANCE SECTION** 13-6B-3.F.3 **ACTION REQUESTED** Not

less than 60' rear set-back + 13-6B-3.F.2. not less than 18' side yard setback

PROPERTY INTEREST OF APPLICANT: OWNER ☐ **CONTRACT PURCHASER** ☐ **AGENT** ☒

OWNER(S) OF RECORD JASON & BOJANA CAREY **PHONE** (312) 437-0263

ADDRESS 4006 ADAMS ROAD **CITY** OAK BROOK **STATE** IL **ZIP** 60523

BENEFICIARY(IES) OF TRUST **PHONE**

ADDRESS **CITY** **STATE** **ZIP**

NAME OF APPLICANT (and Billing Information) NATIONAL ENERGY CONT. **PHONE** (630) 916-0325

ADDRESS 206 WEST NORTH AVENUE **CITY** LOMBARD **STATE** IL **ZIP** 60148

Contact Name and E-mail Address(s) GATSCH 4@aol.com

I (we) certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge and belief. I (we) give permission to the Village to install public hearing sign(s) on the lot frontages of the above subject property as described in the Village Code. In addition to the above fees, applicant agrees to reimburse the Village for publication costs within 30 days of billing.

Jason M. Carey 2/6/24 [Signature] 2/6/2024
Signature of Owner Date Signature of Applicant Date

DO NOT WRITE IN THE SPACE BELOW - FOR OFFICE USE ONLY

Date Filed 2/21/24 **Fee Paid \$** 800.00 **Receipt No.** 733643 **Received By** CC

Board of Trustees (Referral) 3/12/24 **Notice Published** 3/13/24 **Newspaper** Daily Herald **Adj. Property Owners Notified** 3/13/24

PUBLIC HEARING DATES: **Planning & Zoning Commission** 4/3/24

Board of Trustees 4/23/24 **Board of Trustees (Approval of Ordinance)** 5/14/24

SIGNED - VILLAGE CLERK [Signature] **Date** 3/6/2024

NATIONAL ENERGY CONTRACTORS, INC.
206 W. NORTH AVE.
LOMBARD, IL 60148
(630) 916-0325

January 15th, 2024

Village of Oakbrook
1200 Oakbrook Rd.
Oakbrook, IL 60523

To Whom It May Concern:

Re: Letter of Explanation for Requesting a Zoning Variation:

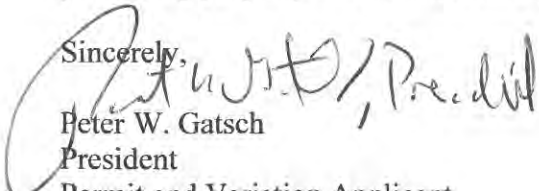
Client Name and Address: Mr. Jason Carey & Mrs. Bojana Carey
4006 Adams Rd., Oakbrook, Illinois 60523

Thank you for considering a Zoning Variation for our company, National Energy Contractors, Inc., for the furnishing and installation of a new Addition for the home. National Energy Contractors, Inc., herein after referred to as Company, and Mr. and Mrs. Carey, herein after referred to as Client, do hereby request a variation to the rear setback code for a home or addition. This is specifically 13-6B-3F3 requiring 60'. The Client and Company have several reasons for requesting this variation and they are a result of hardships specific to this home and the property.

This particular property is very long, or deep, and narrow in width, by comparison. The topography is such that the property pitches steeply upward the further back it goes. The house is located on the face part of a hill and is situated towards the rear of the lot. The first reason for this request is that to move the addition over for compliance would require the addition to either be on the easement to the South, too close to the attached garage to the North, or requiring it to be two stories tall to be in the front East facing side. The second reason is that our proposed location is in the back with a walk-out of one story. Any other location would involve severe disruption to the existing topography and the existing landscaping. The third reason is that moving the addition to the middle of the front yard, directly in front of the home would, in essence, detrimentally alter the curb appeal of the home. This would give the appearance of a peninsula sticking out the front. The fourth reason is that moving the addition to the front of the home is both extremely impractical to impossible. It is not the logical location for egress into the new space. The property topography is so steep that from the front of the home to the rear, the land pitches upward ~8' high. To picture a comparison, visualize a home with a walk-out basement. This home has a walk-out front; the back of the first story is solid dirt. The fifth reason is that the Client desires privacy and the sight line of the proposed location is looking directly at the back wooded area, where the front location would not be obscured. Finally, the rear is heavily wooded and blocks the view of the addition. A neighbor is building a new home that appears to have less than 60' in the back, as well.

In conclusion, anyone looking at the property would concur with the Company and Client that the proposed location is the most logical and attractive location for the addition. In Oakbrook curb appeal and preserving property values is extremely important. Therefore, we humbly request a variation to the code.

Sincerely,


Peter W. Gatsch

President

Permit and Variation Applicant

VARIATION STANDARDS

1. a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.

RESPONSE: The Client needs and desires more space, but the only logical location is in the back. The rear setback is greater than where the existing home is now. The house happens to sit further to the rear of the lot. The only logical place to extend is out to the back. Sides are not an option and to the front hurts curb appeal and would look odd.

1. b. The plight of the owner is due to unique circumstances.

RESPONSE: The existing home is 42.13 Feet off the rear property line. An addition cannot be built on the sides of the home due to topography with steep drop offs.

1. c. The variation, if granted, will not alter the essential character of the locality.

RESPONSE: The addition is in the back of the home with a wooded area behind it. Only 2-3 neighbors will be able to see it. It would not alter the essential character of the locality.

2. a. The particular physical surroundings, shape, or topographical conditions of the specific property involved would bring a particular hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulation were to be carried out.

RESPONSE: The sides and front yard are a steep hill. The proposed addition in the back yard has the backyard even with the second story of the home. To build on the sides of the front would require major excavation and, then, a two-story addition. One side is too close to the property line and would eliminate the easement, the other is a steep drop, as well as the front has the same hardship.

2. b. The condition upon which the petition for variation is based would not be applicable generally to the other property within the same zoning classification.

RESPONSE:

The majority of other properties have the home located central to the lot. This property has the home located closer to the back. Also, this lot is a steep hill with the front being a two-story structure, but the back is just one, backwards from many other properties.

2. c. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.

RESPONSE: The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in any way. It is to be hidden in the back yard, due to woods on adjacent properties, it is mostly obscured from view by most neighbors, as well.

2. d. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood.

RESPONSE: The proposed variation will not impair an adequate supply of light or air to adjacent property, nor will it substantially increase the danger of fire or diminish or impair property values in any way. This project will increase the home value and not hurt anyone or anything in any way.

2. e. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property.

RESPONSE: The purpose of the variation is not based upon a desire to make more money out of the property. The client plans to stay in the home for a long time.

2. f. That the alleged difficulty or hardship has not been created by any person presently having an interest in the property.

RESPONSE The hardship was created when the original builder chose to locate the home towards the rear of the lot and not to center it. Present ownership inherited the hardship upon purchase of the property.

Certification Surrounding Property Owners

I (we) certify that the names and addresses of all the surrounding property owners including mailing labels submitted with this application are located within a minimum distance of 250 feet in all directions from the perimeter of the subject property and that the number of feet occupied by all public roads, streets, alleys, and public ways has been excluded in computing the 250-foot requirement.

Said names and addresses are as recorded in the office of the County Recorder of Deeds (or the Registrar of Titles of the County) and as appear from the authentic tax records of this County. The property owners as listed have been obtained from within 30 days of the filing of this application.

The surrounding property owners list as submitted herewith and supporting attachments are true to the best of my (our) knowledge and belief.

I (we) give permission to the Village to install public hearing sign(s) on the lot frontages of the subject property as described in the Village Code. In addition to the required application fees, applicant/owner agrees to reimburse the Village for publication costs, recording fees, and any other associated costs or fees within 30 days of billing.

BOJANA CAREY
JASON CAREY

Printed Name of Owner

Bojana Carey
Jason Carey

Signature of Owner

2/6/24
Date

PETER GATSCCH - PRESIDENT
Printed Name of Applicant

Peter Gatsch
Signature of Applicant

2/6/2024
Date

BILL TO INFORMATION:

NATIONAL ENERGY CONTRACTORS
Print Name/Company

PETER GATSCCH
Contact Person

(630) 916-0325
Contact Phone

206 WEST NORTH AVE., LOMBARD, IL 60148
Address To be Billed

Alternate Phone

NOTE: If the applicant/owner has not complied with these requirements and notification has not been sent to a neighboring property owner within the 250-foot requirement less than 10 days prior to the scheduled hearing, the hearing on this matter will be postponed to the next regular meeting, or until such time as all neighbors within the 250-foot requirement have been sent proper notification.

NAMES OF SURROUNDING PROPERTY OWNERS

Following are the names and addresses of all surrounding property owners from the property in question for a distance of approximately 250 feet in all directions. The number of feet occupied by all public roads, streets, alleys, and public ways have been **excluded** in computing the 250-foot requirement. Said names are as recorded in the office of the County Recorder of Deeds (or the Registrar of Titles of the County) and as they appear from the authentic tax records of this County within 30 days of the filing of this application. **Provide a mailing label for each Property Owner listed** and applicant.

Note: The people on this list will be notified by mail with the information about your request and the meeting schedule.

NAME OF PROPERTY OWNER	MAILING ADDRESS OF PROPERTY OWNER	PROPERTY ADDRESS	PARCEL NUMBER
ROXANA M. SOUKOP		3 PINE HILL LANE D.B.	09-02-202-004
INSTITUTE IN BASIC Youth		3914 ADAMS STREET D.B.	09-02-200-005
SHEHARY PAREKH		5 PINE HILL LANE D.B.	09-02-202-016
ALEXANDRA M. SIMPSON		1017 BIRCHWOOD Rd. D.B.	09-02-201-003
INSTITUTE IN BASIC Youth		6 PINE HILL DRIVE D.B.	09-02-201-008
CAMPUS TEAMS INC.		BIRCHWOOD ROAD, D.B.	09-02-201-002
INSTITUTE IN BASIC Youth		PINE HILL DRIVE D.B.	09-02-201-016
INSTITUTE IN BASIC Youth		4004 ADAMS STREET D.B.	09-02-201-015
INSTITUTE IN BASIC Youth		4008 N. ADAMS STREET D.B.	09-02-201-013
MICHAEL ELIA FLYNN		4014 ADAMS ROAD D.B.	09-02-202-006
4 PINE HILL LLC		4 PINE HILL DRIVE D.B.	09-02-201-009
CAMPUS TEAMS INC.		45055 W. ADAMS ST. HINSON	09-02-201-004
ROBERT E'S LINDGREN		1020 BIRCHWOOD ROAD D.B.	09-02-200-004
JAMES D. LARSEN		2 PINE HILL DRIVE D.B.	09-02-201-012
SAMI E HIBA DIAB		1 PINE HILL LANE D.B.	09-02-202-014

(Attach additional sheets if necessary)

(Complete a separate form for each P.I.N.)

- Page 103 of 170

COMPLIANCE WITH
"AN ACT TO REQUIRE DISCLOSURE OF ALL BENEFICIAL INTERESTS"

765 ILCS 405/1, ET AL (1993)

NAME OF TRUSTEE: _____

PPN #: _____

PROPERTY ADDRESS: _____

NAME & ADDRESS OF BENEFICIARIES:

1. _____

2. _____

3. _____

The above and foregoing is a complete disclosure of all beneficiaries and/or holders of any beneficial interest in the above named trust.

STATE OF ILLINOIS)

COUNTY OF DUPAGE) SS
)

_____ Being first sworn on oath deposes and states that he/she has read the above and foregoing disclosure of beneficiaries of a land trust by him/her subscribed, knows the contents thereof and that the same are true and correct.

Signature

Subscribed and sworn to before me this _____ day

of _____, 20 ____.

(SEAL)

Notary Public

PROPERTY is Not in Trust.

N/A

Please Deposit Check in: Zoning Account 10-4302

For:

4006 Adams - Setback VAR -1
" -2

NOTE: 2 check(s) - Total \$ 800

Variations Application \$750 -1
Public Hearing Signs (1) \$50 -2

VILLAGE OF OAK BROOK
1200 OAK BROOK ROAD
OAK BROOK, IL 60523

MISCELLANEOUS PAYMENT RECPT#: 733643
DATE: 02/29/24 TIME: 12:43:58
CLERK: pstone DEPT:
CUSTOMER#: 0

COMMENT: 4006 ADAMS-SETBACK V

REVENUE:		
1	10	43020
		50.00
	ZONING/SUBDIV APPLICATION	
	ZONING/SUBDIVISION	
CASH:		
99	1105	50.00
	CASH -PLD	

AMOUNT PAID: 50.00

PAID BY: NATIONAL ENERGY CONT
PAYMENT METH: CHECK
35012

REFERENCE:

AMT TENDERED: 50.00
AMT APPLIED: 50.00
CHANGE: .00

VILLAGE OF OAK BROOK
1200 OAK BROOK ROAD
OAK BROOK, IL 60523

MISCELLANEOUS PAYMENT RECPT#: 733642
DATE: 02/29/24 TIME: 12:40:45
CLERK: pstone DEPT:
CUSTOMER#: 0

COMMENT: 4006 ADAMS-SETBACK V

REVENUE:		
1	10	43020
		750.00
	ZONING/SUBDIV APPLICATION	
	ZONING/SUBDIVISION	
CASH:		
99	1105	750.00
	CASH -PLD	

AMOUNT PAID: 750.00

PAID BY: NATIONAL ENERGY CONT
PAYMENT METH: CHECK
35009

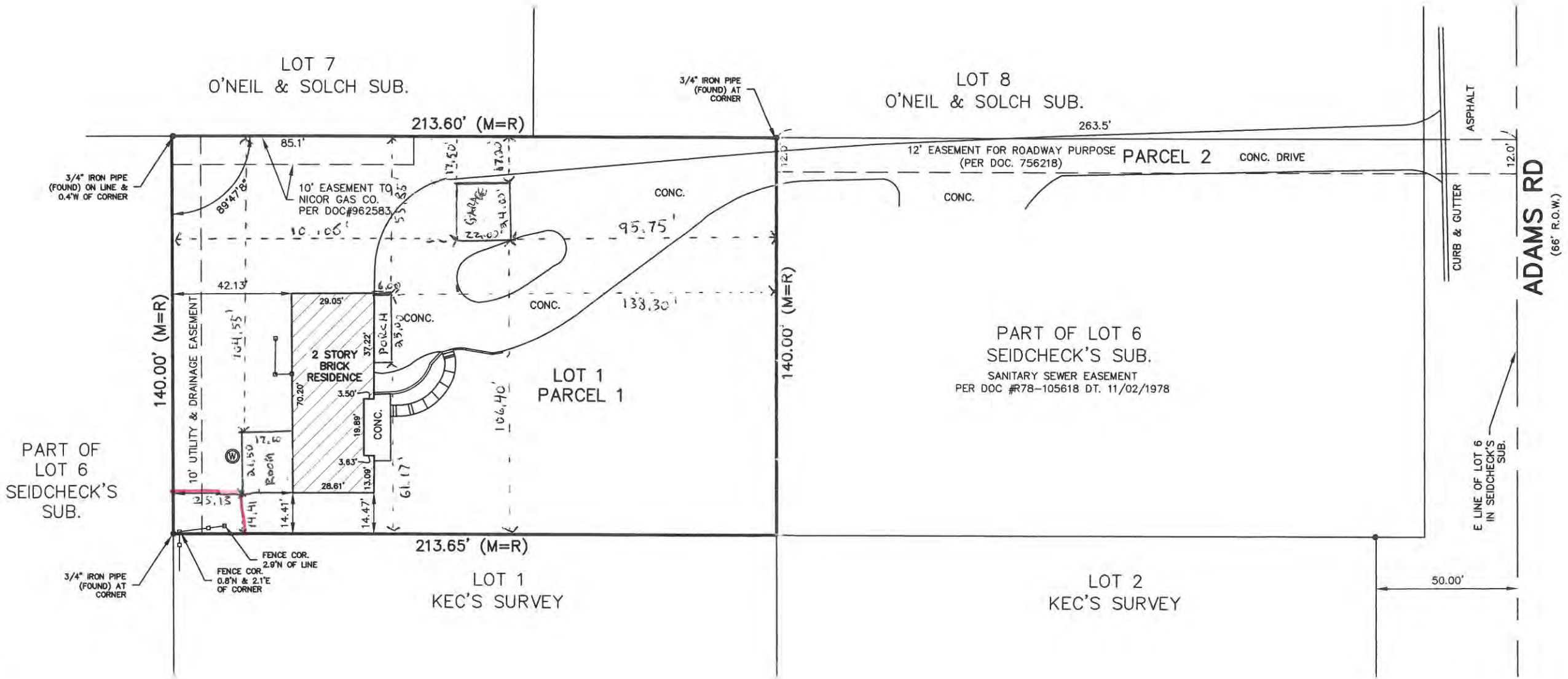
REFERENCE:

AMT TENDERED: 750.00
AMT APPLIED: 750.00
CHANGE: .00

PLAT OF RESUBDIVISION RECORDED MARCH 7, 1972, AS DOCUMENT R72-11263, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED FROM JOHN KASPARIK AND KAROLINA KASPARIK, HIS WIFE TO CHARLES J. SVOBODA AND HELEN SVOBODA, HIS WIFE, DATED MAY 3, 1955 AND RECORDED MAY 9, 1955 AS DOCUMENT 756218 FOR ROADWAY PURPOSES FOR VEHICLES AND PEDESTRIANS OVER THE NORTH 12 FEET OF THE EAST 263.50 FEET OF THE EAST HALF OF THE NORTH 140 FEET OF THE NORTH HALF OF LOT 6, IN SEIDCHECK'S SUBDIVISION IN THE NORTH EAST QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED JULY 26, 1916, AS DOCUMENT 126018, IN DUPAGE COUNTY, ILLINOIS.

ADDRESS: 4006 NORTH ADAMS ROAD, OAK BROOK
PIN: 09-02-201-014
AREA: 0.69 ACRES



Norbert V. Lambert Jr
2021.10.14 17:17:44 --5

STATE OF ILLINOIS
COUNTY OF DU PAGE } S.S.

THIS IS TO CERTIFY THAT I, AN ILLINOIS LAND SURVEYOR, HAVE SURVEYED THE PROPERTY DESCRIBED ABOVE AND THAT THE ANNEXED PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY. FIELD WORK COMPLETION DATE: 10/11/2021. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. GIVEN UNDER MY HAND AND SEAL AT WHEATON, ILLINOIS, THIS 14TH. DAY OF OCTOBER, A.D., 2021.

Norbert V. Lambert Jr.

G

ORDERED BY: ROBERT J. BARTH ATTORNEY AT LAW. FILE NO. 211362

• = FOUND IRON STAKE
○ = SET IRON STAKE



POLENA ENGINEERING LLC

WHEATON: 630-653-6331
LAKE IN THE HILLS: 815-363-9200
INFO@POLENA.COM



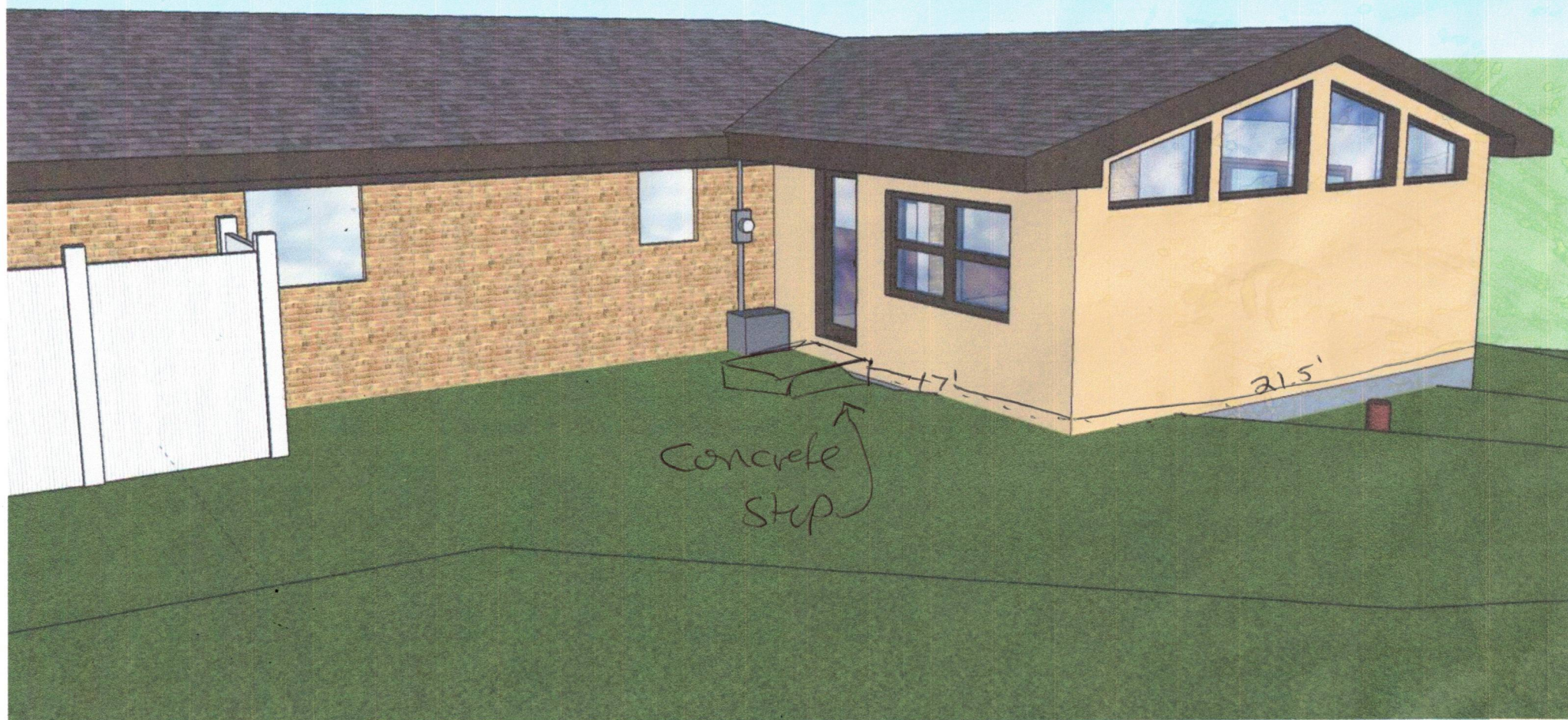












Mr. & Mrs. Carey
 4006 Adams Rd.
 Oakbrook, IL 60523

Framed Room 21.5' wide x 17' deep

- 1) (2x6 walls, 2x12 rafters)
- 2) vaulted ceiling, drywall interior
- 3) James Hardie vertical siding
- 4) aluminum soffit & fascia, gutters



ITEM 9.A.1.

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Regular Meeting
of
April 23, 2024

SUBJECT: IGA between the Village of Oak Brook and the Illinois Public Works Mutual Aid Network Agreement (IPWMAN)

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$100.00 in account # 311-52400 for the FY2024 Budget.

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2210, an IGA between the Village and Illinois Public Works Mutual Aid Network Agreement (IPWMAN)

Background/History:

The Illinois Public Works Mutual Aid Network (IPWMAN) started when several groups within Illinois realized that they were trying to develop regional mutual aid organizations. It became apparent that if a disaster hit a region, regional organizations would not be able to assist outside of their jurisdictions. With the initial backing from the Illinois Water Works Association, and then with support from the Chicago Metro and Illinois Chapters of the American Public Works Association, the Illinois Association of County Engineers, and the Illinois Department of Transportation, agencies from various locations around Illinois began working on a state-wide mutual aid organization. Representatives from the Illinois Law Enforcement Alarm System (ILEAS), the Mutual Aid Box Alarm System (MABAS), the Illinois Emergency Management Agency (IEMA), and the Illinois Terrorism Task Force (ITTF) offered support and experience as IPWMAN developed its organizational framework. In January 2009, IPWMAN was officially incorporated and has since grown its membership to hundreds of member agencies. IPWMAN represents public works as a member of the Illinois Terrorism Task Force, has a seat at the State Emergency Operations Center, and works with other mutual aid organizations in response to disaster mitigation. IPWMAN has responded to requests for assistance resulting from flooding, tornadoes, high winds, and other events.

Recommendation:

I move that the Village Board approve Resolution R-2210, an IGA between the Village and Illinois Public Works Mutual Aid Network Agreement (IPWMAN).

Attachments:

1. Res No. R-2210
2. IPWMAN Mutual Aid Agreement

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2024-PW-IGA-MUTAID-R-2210

A RESOLUTION
APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL
AGREEMENT BY AND BETWEEN THE VILLAGE OF OAK
BROOK AND ILLINOIS PUBLIC WORKS MUTUAL AID
NETWORK AGREEMENT (IPWMAN)

LAURENCE E. HERMAN, Village President
NETASHA SCARPINITI, Village Clerk

NAVEEN JAIN
MICHAEL MANZO
MELISSA MARTIN
JAMES NAGLE
A. SURESH REDDY
EDWARD TIESENGA

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 23rd day of April 2024

RESOLUTION NO. 2024-PW-IGA-MUTAID-R-2210

A RESOLUTION

APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND
BETWEEN THE VILLAGE OF OAK BROOK AND ILLINOIS PUBLIC WORKS MUTUAL AID
NETWORK AGREEMENT (IPWMAN)

WHEREAS, the Village of Oak Brook (hereinafter the "Village") is a municipal corporation with authority granted pursuant to the Illinois Constitution of 1970, to exercise certain powers and perform certain functions pertaining to its local government and affairs;

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance;

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, provides that any power or powers, privileges or authority, exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government;

WHEREAS, the Village and Illinois Public Works Mutual Aid Network Agreement (hereinafter the "IPWMAN") are units of local government as defined in the Intergovernmental Cooperation Act and within the meaning of the Article VII, Section 10 of the Illinois Constitution;

WHEREAS, IPWMAN represents public works as a member of the Illinois Terrorism Task Force, has a seat at the State Emergency Operations Center, and works with other mutual aid organizations in response to disaster mitigation and would provide invaluable assistance to the Village in the aftermath of such disaster events;

WHEREAS, Staff recommends the Corporate Authorities authorize and approve the Intergovernmental Agreement (the "Agreement") with IPWMAN for mutual aid in the event of a disaster event, substantially in the form attached hereto and incorporated herein as Exhibit A;

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to authorize the foregoing actions.

NOW, THEREFORE, BE IT RESOLVED, in open meeting assembled, by the Village President and Board of Trustees of the Village of Oak Brook, DuPage and Cook Counties, Illinois as follows:

Section One – Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section Two – Approval

The Corporate Authorities hereby approves the Agreement, substantially in the form attached hereto and made a part hereof as Exhibit A.

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Agreement, substantially in the form attached hereto as Exhibit A, with such changes therein as shall be approved by the Village attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Agreement.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this Resolution and otherwise to consummate the transactions contemplated herein and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Authorization of Expenditures

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the Agreement, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the attached Agreement.

Section Six - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Seven – Effective Date

This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Section Eight - Publication

This resolution shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Nine – Conflict Clause

All resolutions, parts of resolutions or board actions in conflict herewith are hereby repealed to the extent of such conflict.

Section Ten – Saving Clause

If any section, paragraph, clause or provision of this resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this resolution, which are hereby declared to be separable.

Section Eleven – Recording

This resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Oak Brook.

PASSED THIS 23rd day of April 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 23rd day of April 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Intergovernmental Agreement

Illinois Public Works Mutual Aid Network Agreement

This Public Works Agreement (hereinafter “Agreement”) is entered into by _____ which has, by executing this Agreement, manifested its intent to participate in an Intrastate Program for Mutual Aid and Assistance, hereinafter entitled the “Illinois Public Works Mutual Aid Network (IPWMAN)”;

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, (hereinafter “Act”) authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

WHEREAS, the Parties to this Agreement may voluntarily agree to participate in mutual aid and assistance activities conducted under the State of Illinois Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Parties may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for public works related agencies including, but not limited to; local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function through this Agreement if such a program were established.

WHEREAS, the Parties hereto are units of local government as defined by the Constitution of the State of Illinois and the Intergovernmental Cooperation Act; and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential, natural and man-made disasters; and

WHEREAS, the Parties to this Agreement wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies.

NOW, THEREFORE, the Parties agree as follows:

SECTION I: PURPOSE

The Illinois Public Works Mutual Aid Network (IPWMAN) program is hereby established to provide a method whereby public works related agencies, including, but not limited to, local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function in need mutual aid assistance may request aid and assistance in the form of personnel, equipment, materials and/or other associated services as necessary from other public works related agencies. The purpose of this Agreement is to formally document such a program.

SECTION II: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

- A. *"AGENCY"* means any municipal public works agency, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other governmental entity that performs a public works function that abides by the provisions as found in this Agreement.
- B. *"AID AND ASSISTANCE"* includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response.
- C. *"AUTHORIZED REPRESENTATIVE"* means a Party's employee who, by reason of his or her position, has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is listed on the contact list. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.
- D. *"BOARD OF DIRECTORS"* is a group of representatives from the Parties to the IPWMAN Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of the IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network, Inc.
- E. *"BOARD MEMBER"* is a representative of the Association (IPWMAN) serving on the Board of Directors.
- F. *"DISASTER"* means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the control of the services, personnel, equipment and facilities of a Party that requires assistance under this Mutual Aid and

Assistance Agreement, but must be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

G. "*IPWMAN*" is the acronym for the Illinois Public Works Mutual Aid Network.

H. "*LOCAL EMERGENCY*" is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an agency.

I. "*MUTUAL AID RESOURCE LIST*" means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan.

J. "*NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)*" a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.

K. "*PARTY*" means an agency which has adopted and executed this Agreement.

L. "*PERIOD OF ASSISTANCE*" means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

M. "*RESPONDING AGENCY*" means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.

N. "*REQUESTING AGENCY*" means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

SECTION III: RESPONSIBILITY OF PARTIES

A. *PROVISION OF AID*. Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.

B. *RECRUITMENT*. The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.

C. *AGREEMENT FOR BENEFIT OF PARTIES*. All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. *IMMUNITIES*. All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

E. *MEMBERSHIP*. To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.

SECTION IV: ANNUAL REVIEW

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by-laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

SECTION VI: RESPONDING AGENCY'S ASSESSMENT OF AVAILABILITY OF RESOURCES

The Board of Directors will promulgate and regularly update procedures for responding agency's assessment of availability of resources through IPWMAN Operational Plan.

SECTION VII: SUPERVISION AND CONTROL

A. *DESIGNATION OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency's employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency's employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.

B. *RESPONSIBILITIES OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* The Board of Directors will promulgate and regularly update procedures for Responding Agency's supervisory personnel through the IPWMAN Operational Plan.

SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance; renewability; recall through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance departs from Responding Agency's location with the intent of going to Requesting Agency's location. The aid and assistance shall end when it returns to Responding Agency's location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.

Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

A. *PERSONNEL* – Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).

B. *RESPONDING AGENCY'S TRAVELING EMPLOYEE NEEDS* – Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. *EQUIPMENT* – Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.

D. *MATERIALS AND SUPPLIES* – Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. *REIMBURSEMENT OF COSTS* – Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

SECTION X: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY'S EMPLOYEES

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

SECTION XI: WORKERS' COMPENSATION

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

SECTION XII: INSURANCE

Each Party shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

SECTION XIII: INDEMNIFICATION

Each Party hereto agrees to waive all claims against all other Parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a Party hereto or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Party rendering aid; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Party rendering aid. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION XV: NOTICE OF CLAIM OR SUIT

Each Party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

SECTION XVI: AMENDMENTS

Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments shall be approved by majority vote of the Board of Directors.

SECTION XVII: ADDITIONAL PARTIES

Additional agencies may become Parties to this Agreement, provided that such agencies:

- (1) Approve and execute this Agreement.
- (2) Provide a fully executed copy of this Agreement to the Board of Directors.
- (3) Provide the name and title of an authorized representative to the Board of Directors.
- (4) Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

SECTION XVIII: NOTICES

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties' representatives.

SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within ninety (90) days of said amended agreement will signify a Party's withdrawal from the Agreement.

SECTION XX: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

SECTION XXI: SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XXII: EFFECTIVE DATE

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

SECTION XXIII: WAIVER

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

SECTION XXIV: EXECUTION OF COUNTERPARTS

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION XXV: PRIOR IPWMAN AGREEMENTS

To the extent that provisions of prior IPWMAN Agreements between signatories to this Agreement are inconsistent with this Agreement, all prior agreements for mutual aid and assistance between the Parties hereto are suspended.

SECTION XXVI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

NOW, THEREFORE, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

Approved and executed this _____ day of _____, 20__.

For the Agency

By: _____

Attest: _____

APPROVED (as to form):

By: _____

On behalf of the Illinois Public Works Mutual Aid Network

Approved and executed this _____ day of _____, 20__.

By: _____

Mark Runyon
President of IPWMAN Board of Directors

Attest: _____

Joe Cronin
IPWMAN Secretary

Approved by the IPWMAN Interim Board of Directors on September 17, 2008. Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended by the IPWMAN Board of Directors on June 16, 2010



ITEM 9.A.2.

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Regular Meeting
of
April 23, 2024

SUBJECT: Installation of Minuteman Fixed Site License Plate Recognition Systems.

FROM: Brian Strockis, Chief of Police

BUDGET SOURCE/BUDGET IMPACT: \$27,073.48 (\$13,536.74 reimbursed by HOA's), which is included in account 153-90100

RECOMMENDED MOTION: I move to approve Resolution R-2209 authorizing the purchase of two License Plate Recognition (LPR) cameras and two over watch cameras from Minuteman across two Homeowner Associations (Residential Streets), and further authorizing the Village Manager to sign the five-year maintenance and database access agreements.

Background/History:

The Village of Oak Brook and most of the west suburban region has experienced an increase in catalytic converter thefts, vehicle thefts, and burglaries. Often, these crimes are committed using a stolen vehicle or vehicle with a stolen license plate affixed. The Village Board requested the Police Department explore what measures we can take to ensure the safety and quality of life of our residents, visitors and businesses.

Our research and experience with this technology indicates that utilizing these assets to assist us with prevention as well as the apprehension of criminals is an efficient use of resources. Oak Brook and many of the surrounding communities are now employing the use of high quality license plate recognition systems either in a mobile platform or fixed site installation. These systems are tied together with a nationwide database that has been very effective in tracking wanted vehicles, stolen vehicles and stolen license plates. These systems alert police officers in real time of wanted vehicles that are in their jurisdictions.

The system we have identified is by Minuteman who has also prepared all the quotes for Oak Brook Subdivision LPR's, and is presently the vendor for the majority of our existing LPR's. Minuteman Security Technologies is an enterprise security system technologies developer and service company located in Tinley Park, Illinois. Minuteman has over 30 years in business with 190 employees and over 50 million in annual revenue.

License plate reads through this system are integrated through Minuteman's Unity software which, in turn, integrates with our FUSUS platform. Existing Minuteman LPR's in the Village have been reliable and effective. Any data access or use is covered by the same rules as our access to Illinois State Police LEADS (Law Enforcement Agencies Data System) data and must adhere to Federal CJIS (Criminal Justice Information System) rules for security and access.

The Village presently offers a 50/50 cost share program which is continuing in 2024 for interested subdivisions. After careful review, the following HOA's have entered into an agreement with the Village and will provide payment for fifty percent of equipment, installation, and recurring expenses for a five-year period:

Luthin Road: \$13,12.47 (\$6,561.73 HOA) + \$2,200.00 (\$1,100.00 HOA) years 2 - 5

Wennes Ct: \$13,950.01 (\$6,975.00 HOA) + \$2,200.00 (\$1,100.00 HOA) years 2 - 5

Initial installation and licensing costs total \$27,073.48 (\$13,536.74 reimbursed by HOA's) with recurring expenses covering years two through five of \$4,400.00 (\$2,200.00 reimbursed by HOA's).

Recommendation:

Staff requests approval from the Village Board to purchase two License Plate Recognition(LPR) cameras and two over watch cameras from Minuteman across two Homeowner Associations (Residential Streets) for the HOA 50/50 LPR program, pending final attorney review and Village Manager signature.

Attachments:

1. 2024-PD-AG-LPR-PG-HOA-R-2209
2. LPRContract-YorkLuthinWennes

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2024-PD-AG-LPR-PG-HOA-R-2209

A RESOLUTION
APPROVING AND AUTHORIZING
THE PURCHASE LICENSE PLATE RECOGNITION AND
OVERWATCH CAMERAS FOR HOMEOWNER ASSOCIATIONS
AND THE EXECUTION OF RELATED DATABASE AND
MAINTENANCE AGREEMENTS

LAURENCE E. HERMAN, Village President
NETASHA SCARPINITI, Village Clerk

NAVEEN JAIN
MICHAEL MANZO
MELISSA MARTIN
JAMES NAGLE
A. SURESH REDDY
EDWARD TIESENGA

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 23rd day of April 2024

RESOLUTION NO. 2024-PD-AG-LPR-PG-HOA-R-2209

A RESOLUTION
APPROVING AND AUTHORIZING
THE PURCHASE LICENSE PLATE RECOGNITION AND OVERWATCH CAMERAS FOR
HOMEOWNER ASSOCIATIONS AND THE EXECUTION OF RELATED DATABASE AND
MAINTENANCE AGREEMENTS

WHEREAS, the Village of Oak Brook is a municipal corporation with authority provided for and granted pursuant to the Illinois Municipal Code to exercise certain powers and perform certain functions pertaining to its local government and affairs;

WHEREAS, the Village of Oak Brook (hereinafter referred to as "Village") upon approval of the Village President and Board of Trustees (collectively, the "Corporate Authorities") may enter into an Agreement with another party pursuant to Illinois Statute;

WHEREAS, the Village and most of the west suburban region has experienced an increase in catalytic converter thefts, vehicle thefts and burglaries resulting in Village Staff being directed to explore what measures can be taken to ensure the safety and quality of life of Village residents, visitors and businesses;

WHEREAS, the research conducted by Village Staff indicates that utilizing technology including license plate recognition cameras to assist the Village with prevention as well as the apprehension of criminals would be an efficient use of resources;

WHEREAS, Minuteman Security Technologies (hereinafter referred to as "Company") is an enterprise security system technologies developer and service company;

WHEREAS, Company has prepared and submitted a proposal covering the purchase and maintenance of License Plate Recognition (LPR) cameras, overwatch cameras, the initial installation, and licensing costs for residential streets in two subdivisions including Luthin Road and Wennes Court (the "Agreement"), a copy of which is attached hereto and incorporated herein as Exhibit A;

WHEREAS, Staff recommends approval from the Corporate Authorities to purchase the Mobile License Plate Recognition System(s) from Company for the reasons provided for herein;

WHEREAS, the Village is interested in contracting with Company for the aforementioned purposes and as set forth in the Agreement, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to enter into the attached agreement with the Company for the purposes referenced herein.

NOW, THEREFORE, BE IT RESOLVED, in open meeting assembled, by the Village President and Board of Trustees of the Village of Oak Brook, DuPage and Cook Counties, Illinois as follows:

Section One – Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section Two – Approval

The Corporate Authorities hereby approves the Agreement, substantially in the form attached hereto and made a part hereof as Exhibit A.

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Agreement, substantially in the form attached hereto as Exhibit A, with such changes therein as shall be approved by the Village attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Agreement.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this Resolution and otherwise to consummate the transactions contemplated herein, and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Authorization of Expenditures

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the Agreement, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the attached Agreement.

Section Six – Waiver of Bidding Process

To the extent that any requirement of bidding would be applicable to the transactions contemplated hereunder, the same is hereby waived.

Section Seven - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Eight – Effective Date

This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Section Nine - Publication

This resolution shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Ten – Conflict Clause

All resolutions, parts of resolutions or board actions in conflict herewith are hereby repealed to the extent of such conflict.

Section Eleven – Saving Clause

If any section, paragraph, clause or provision of this resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this resolution, which are hereby declared to be separable.

Section Twelve – Recording

This resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Oak Brook.

PASSED THIS 23rd day of April 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 23rd day of April 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Agreement]



REVIEW OF CONTRACTS

Awarding Agency:

VOB

Type of Contract:

Prof. Svs.

Department:

Police Dept.

Program/Account Number:

153-90100

Awarded Contract Price:

\$31,473.48

Budgeted Amount:

\$80,000.00

CONTRACT AMOUNT

☐ Up To \$20,000

☐ \$500,001 - \$1,000,000

☐ \$20,000 - \$500,000

☐ Over \$1,000,000

NOTES

Installation of License Plate Recognition
Cameras at York & Luthin, and York
& Wennes Ct.

DEPARTMENT DIRECTOR SIGNATURE

Name:

[Signature]

Date: 4/15/24

INITIAL REVIEWING ATTORNEY SIGNATURE

Name:

[Signature]

Date: 4/15/24

APPROVED BY VILLAGE MANAGER

Name:

Date:

FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name:

[Signature]

Date: 4/15/24

☐ Three (3) Originals signed by other party

Date/Initials _____

☐ Original provided to staff member for other party

Date/Initials _____

☐ Original provided to Official Files

Date/Initials _____

Village of Oak Brook | Approved by Board of Trustees - Date/Initials: _____

VILLAGE OF OAK BROOK

CONTRACT FOR THE

INSTALLATION OF LICENSE PLATE RECOGNITION CAMERAS AT YORK & LUTHIN ROADS AND YORK RD. AND WENNES CT.

Full Name of Contractor: Minuteman Security Technologies ("**Contractor**")

Principal Office Address: 8200 West 185th Street, Tinley Park, Illinois, 60487

Contact Person: Shawn O'Connell, Executive Account Manager Telephone Number: (331) 454-9656

TO: Village of Oak Brook ("**Village**")
1200 Oak Brook Road
Oak Brook, Illinois
Attention: Brian Strockis, Police Chief

Contractor warrants and represents that Contractor has carefully examined the Work Sites described below and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents.

1. Work

A. Contract and Work. Contractor acknowledges, and agrees, that Contractor shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the Installation of License Plate Recognition Cameras at York & Luthin Roads, and York Rd. and Wennes Ct., as specified in Exhibit A, attached hereto, located in Oak Brook, Illinois 60523 ("**Work Site**");
2. Permits. The Village will furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;

5. Miscellaneous. Do all other things required of Contractor by this Contract; and

6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the standards of recognized professional firms in performing Work of a similar nature, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. Contractor acknowledges and agrees that all Work shall be fully provided, performed, and completed in accordance with Quotes #028602 v2 dated March 8, 2024, #Vax028552 v2 dated March 8, 2024, attached hereto as Exhibit A. In the event the quality of service becomes unacceptable, the Village reserves the right to cancel the contract after giving thirty (30) day written notice.

C. Responsibility for Damage or Loss. Contractor proposes, and agrees, that Contractor shall be responsible and liable for, and shall promptly and without charge to Village repair or replace, any damage done to, and any loss or injury suffered by, the Village, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Village shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and the Village, without limiting its other rights or remedies, may require correction or replacement at Contractor's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Contractor with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Contractor's expense and risk.

2. Contract Price

Contractor acknowledges and agrees that Contractor shall take in monthly payments for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. SCHEDULE OF PRICES

For providing, performing, and completing all Work, the Not-To-Exceed Contract Price of **\$31,473.48:**

Location	Year 1 Cost (2024)	Years 2-5 Recurring Costs
York & Luthin Roads	\$13,123.47	\$2,200.00/year
York Rd. & Wennes Ct.	\$13,950.01	\$2,200.00/year
Total Cost:	\$27,073.48	\$4,400.00

TOTAL CONTRACT PRICE (in writing):

Thirty-One Thousand Four Hundred and Seventy-Three Dollars and Forty-Eight Cents Only

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. The Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

C. TIME OF PAYMENT

It is expressly understood and agreed that the Village shall only make any final payments upon completion of the work and final approval.

All payments may be subject to deduction or setoff by reason of any failure of Contractor to perform under this Contract. Each payment shall include Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Contractor's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Term

Contractor acknowledges and agrees that Contractor shall commence the Work within **15 days (weather permitting)** following the Village's acceptance of this Contract provided Contractor shall have furnished to the Village all bonds and all insurance certificates specified in this Contract ("**Commencement Date**"). Contractor further acknowledges and agrees that Contractor shall perform the Work diligently and continuously and shall complete the Work no later than **July 31, 2024 ("Time of Performance")**. The Village may modify the Time of Performance at any time upon 15 days prior written notice to the Contractor. Delays caused by the Village shall extend the Time of Performance; provided, however, that Contractor shall be responsible for completion of all Work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Contractor or of the Village.

4. No Automatic Renewal.

Notwithstanding anything to the contrary contained in this Agreement: (a) in no event shall the term of this Agreement be longer than the initial term expressly stated in this Agreement; (b) any automatic renewal or extension (whether or not conditioned upon any notice or absence thereof from either Party) or any similar "evergreen" provision shall be deemed null and void *ab initio*; and (c) the term of this Agreement shall not be extended or renewed except by written agreement duly authorized, executed and delivered by the Parties hereto. In the event of any inconsistency within this Agreement relating to the duration of the initial term hereof, the shorter initial term shall govern. If no initial term is stated in this Agreement, then the term shall be one year from the date on which the term commences.

5. Financial Assurance

A. Bonds. If the total contract cost is \$20,000.00 or more, the Contractor acknowledges and agrees that Contractor shall provide a Performance Bond, on forms provided by, or otherwise acceptable to, the Village, from a surety company acceptable to the Village, each in the penal sum of the Contract Price, within 10 days following the Village's acceptance of this Contract.

B. Insurance. Contractor acknowledges and agrees that Contractor shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth in Exhibit B within 10 days following the Village's acceptance of this Contract. Such policies shall be in form, and from companies, acceptable to the Village. The insurance coverages and limits set forth in Exhibit B shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Contract. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as set forth in Exhibit B.

C. Indemnification. Contractor acknowledges and agrees that Contractor shall indemnify and save harmless the Village, its officers, officials, employees and volunteers, against all damages, liability, claims, losses, and expenses (including reasonable attorneys' fee) that may arise, or be alleged to have arisen, out of Contractor's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

D. Penalties. Contractor acknowledges and agrees that Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof.

6. Firm Proposal

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change.

7. Contractor's Representations and Warranties

In order to induce the Village to accept this Contract, Contractor hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and shall be fit, sufficient, and suitable for the purposes

expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the Village.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation, if applicable, the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*; any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work. Further, Contractor shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act during the course of the work.

C. Not Barred. Contractor is not barred by law from contracting with the Village or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*

D. Qualified. Contractor has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Contractor to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above.

8. Acknowledgements

In submitting this Contract, Contractor acknowledges and agrees that:

A. Reliance. The Village is relying on all warranties, representations, and statements made by Contractor in this Contract.

B. Acceptance. If this Contract is accepted, Contractor shall be bound by each and every term, condition, or provision contained in this Contract.

C. Remedies. Each of the rights and remedies reserved to the Village in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

D. Time. Time is of the essence in the performance of all terms and provisions of this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days and time.

E. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of this Contract; nor any information or data supplied by the Village, whether before or after the Village's acceptance of this Contract; nor any order by the Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract; nor any other act or omission of the Village shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of the Village.

F. Severability. It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

G. Amendments and Modifications. No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

H. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Contractor except upon the prior written consent of the Village.

I. Governing Law; Venue. This Contract shall be governed by, construed, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue for any action arising out of or due to this Contract shall be in the Circuit Court for DuPage County, Illinois.

J. Certified Payrolls. Contractor shall, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5, submit to the Department of Labor on a monthly basis, a certified payroll. The certified payroll shall consist of a complete copy of those records

required to be made and kept by the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which certifies that: (1) such records are true and accurate; (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (3) Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. A general contractor may rely upon the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon seven business days' notice, Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the records required to be made and kept by the Act to: (i) the Village, its officers and agents; (ii) the Director of Labor and his deputies and agents; and (iii) to federal, State, or local law enforcement agencies and prosecutors.

K. Prevailing Wage. Pursuant to Section 4 of the Illinois Prevailing Wage Act, 820 ILCS 130/4, Contractor agrees and acknowledges that not less than the applicable rate of prevailing of wages, as found or ascertained by the Department of Labor and made available on the Department's Official website, or determined by the court on review, shall be paid for each craft or type of worker needed to execute this contract or to perform such work, and it shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him, to pay not less than the specified rates to all laborers, workers and mechanics employed by them in the execution of this contract.

L. Conflicts of Interest. Contractor represents and certifies that, to the best of its knowledge, (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Contractor or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Contractor nor any person employed by or associated with Contractor shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

M. Exhibits and Other Agreements. If any conflict exists between this Agreement and any exhibit attached hereto or any other Agreement between the parties relating to this transaction, the terms of this Agreement shall prevail.

N. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the Village under

this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Village. The Consultant shall use reasonable measures, at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without

limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed, effective on _____, 2024.

VILLAGE OF OAK BROOK, an Illinois municipal corporation

ATTEST:

By: _____
Netasha Scarpiniti, Village Clerk

By: _____
Greg Summers, Village Manager

ATTEST:

MINUTEMAN SECURITY TECHNOLOGIES

By: _____
Its: _____

By: _____
Its: _____

EXHIBIT A

(QUOTES # 028602 v2 DATED MARCH 8, 2024, #VAX028552 v2 DATED MARCH 8, 2024)

EXHIBIT B
(INSURANCE REQUIREMENTS)

Certificates of Insurance shall be presented to the Village upon execution of this contract and vendor shall not commence work until it provides and receives acceptance of insurance certificates from the Village as required by this exhibit.

Each contractor performing any work pursuant to a contract with the Village of Oak Brook and each permittee working under a permit as required pursuant to the provisions of Title 1 of Chapter 8 of the Code of Ordinances of the Village of Oak Brook (hereinafter referred to as "Insured") shall be required to carry such insurance as specified herein. Such contractor and permittee shall procure and maintain for the duration of the contract or permit insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work under the contract or permit, by either the contractor, permittee, or their agents, representatives, employees, or subcontractors.

A contractor or permittee shall maintain insurance with limits no less than:

- A. General Liability - \$2,000,000 per occurrence for bodily injury, personal injury and property damage;
- B. Automobile Liability (if applicable) - \$1,000,000 combined single limit per accident for bodily injury and property damage;
- C. Worker's Compensation and Employer's Liability - Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employer's Liability limits of \$1,000,000 per accident.

Any deductibles or self-insured retention must be declared to and approved by the Village.

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

D. General Liability and Automobile Liability Coverage -

- (1)The Village, its officers, officials, employees, and volunteers are to be covered as **additional insureds** as respects: liability arising out of activities performed by or on behalf of the Insured; premises owned, occupied, or used by the Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, volunteers, or agents.
- (2)The Insured's insurance coverage shall be primary insurance as respects the Village, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, volunteers, or agents shall be in excess of the Insured's insurance and shall not contribute with it.
- (3)Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, officials, employees, volunteers, or agents.
- (4)The Insured's insurance shall apply separately to each covered party against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

E. Worker's Compensation and Employer's Liability Coverage

The policy shall waive all rights of subrogation against the Village, its officers, officials, employees, volunteers, and agents for losses arising from work performed by the insured for the Village.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail has been given to the Village. Each insurance policy shall name the Village, its officers, officials and employees, volunteers, and agents as additional Insureds. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

Each Insured shall furnish the Village with certificates of insurance and with original endorsements effecting coverage required by this provision. The certificate and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the Village and shall be subject to approval by the Village Attorney before work commences. The Village reserves the right to require complete, certified copies of all required insurance policies, at any time.

Each insured shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

\$13,123.47



We have prepared a quote for you

Oak Brook - York & Luthin LPR/Overview

Quote # 028602
Version 2

Prepared for:

Oak Brook Police Department

Brian Strockis
bstrockis@oak-brook.org

Scope of Work

Scope:

MST to install (1) new LPR camera to capture vehicles entering Luthin off York Rd and (1) Overview camera facing York Rd.

Minuteman will coordinate capturing 24/7 power from ComEd via an aerial power drop. Trees may need to be trimmed at this location to accommodate the power drop.

MST will install a new pole at York & Luthin and mount (1) LPR camera and (1) Overview camera.

Oak Brook to provide (1) sim card and cellular data plan for this site.

Minuteman assumes:

- Assumes all work will be completed during normal business hours of Monday - Friday 7:00AM - 5:00PM.
- That there is not a requirement for prevailing wage and or union labor.

Payment Info:

- Payment Terms: [Net30].
- Progress payments per AIA form will be submitted.
- Final Payment due upon completion of project.

Recurring Services

Description	Recurring	Qty	Ext. Recurring
1 Year Unity Subscription for Vaxtor Camera	\$500.00	1	\$500.00
1 Year Unity Webhook Subscription (per camera)	\$25.00	2	\$50.00

Recurring Subtotal: **\$550.00**

Materials

Description	Price	Qty	Ext. Price
Head End Equipment & Software			
VaxALPR LPR Only on Camera License	\$750.00	1	\$750.00
VaxALPR MMC & V-Class Extension on Camera License	\$200.00	1	\$200.00
Field Devices			
P1465-LE IP66/IP67 NEMA	\$833.24	1	\$833.24
AXIS T91B47 Pole Mount for indoor and outdoor inst	\$103.24	1	\$103.24
AXIS Surveillance Card 64 GB is a high endurance m	\$40.67	1	\$40.67
Wisenet Q network outdoor vandal bullet camera, 2MP @ 30fps	\$389.25	1	\$389.25
IR Bullet camera Back box. (QNO-7030R/7020R/7010R, QNO-7080	\$36.75	1	\$36.75
AXIS Surveillance Card 256 GB is a high endurance	\$169.12	1	\$169.12
16 Ft Above Grade, Direct Burial Pole- Black	\$790.00	1	\$790.00
IPCam Pwr Box, 3x at/af & 24Vpsv PoE w/Cu Uplink	\$1,105.36	1	\$1,105.36
Peplink MAX BR1 Mini - LTE - US	\$466.67	1	\$466.67
DIN Rail Bracket for BR1-MINI	\$40.00	1	\$40.00
Multi-Band Diversity/Mimo Antenna, Lte, Wifi & G	\$316.67	1	\$316.67
Misc Security Installation Materials	\$150.00	1	\$150.00
per Day Charge for Aerial Boom Lift Bucket Truck	\$300.00	1	\$300.00

Subtotal: **\$5,690.97**

8200 W. 185th St
Tinley Park, IL 60487
<https://www.minutemanst.com>
331-3013302



Labor

Description	Price	Qty	Ext. Price
Installation Services	\$2,560.00	1	\$2,560.00
Programming Services	\$960.00	1	\$960.00
Electrical disconnect wired into ComEd pole via an aerial drop.	\$3,362.50	1	\$3,362.50
Subtotal:			\$6,882.50

Oak Brook - York & Luthin LPR/Overview



Prepared by:
Illinois
Shawn O'Connell
3314549656
soconnell@minutemanst.com

Prepared for:
Oak Brook Police Department
1200 Oak Brook Rd
Oak Brook, IL 60523
Brian Strockis
(630) 368-8710
bstrockis@oak-brook.org

Quote Information:
Quote #: 028602
Version: 2
Delivery Date: 03/08/2024
Expiration Date: 03/31/2024

Quote Summary

Description	Amount
Materials	\$5,690.97
Labor	\$6,882.50
Total: \$12,573.47	

Recurring Expenses Summary

Description	Amount
Recurring Services	\$550.00
Recurring Total: \$550.00	

Payment Terms: Net 30 Days

Illinois

Oak Brook Police Department

Signature: Shawn O'Connell
Name: Shawn O'Connell
Title: Executive Account Manager
Date: 03/08/2024

Signature: _____
Name: Brian Strockis
Date: _____

Sales Agreement T&C's

Standard

OPERATION: Customer shall be responsible for: (i) properly testing and setting the system on every closing and to properly turn off the system on each opening (if applicable); (ii) testing any detection device, or other electronic equipment designated in the Proposal prior to setting the System for closed periods; (iii) notifying Minuteman promptly if such equipment fails to respond to the test; and (iv) using and operating the System and the equipment properly and in accordance with proper operating procedures (if customer requires Minuteman Security Technologies). Whenever Minuteman employees or authorized representatives are sent to the Covered Premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, Customer agrees to pay an additional service charge at Minuteman's prevailing rate per occurrence.

DELAYS - INTERRUPTION OF SERVICE: Minuteman shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and/or other signal transmission lines, or by any event beyond the control of Minuteman. Minuteman will not be required to furnish service to Customer while such interruption shall continue.

EXCLUSIONS: Services to be provided by Minuteman pursuant to this Agreement do not include:

- Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment for the System as prescribed by Minuteman and/or the manufacturer of any equipment used in the System, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in the Proposal hereto.
- Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from Minuteman's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non-Minuteman equipment and devices not supplied by Minuteman.
- Electrical work external to the equipment or accessories furnished by Minuteman.

ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage during "normal business hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at Minuteman's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without Minuteman's specific permission, nor permit the same by other contractors. Any work performed by Minuteman to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at Minuteman's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of Minuteman shall be corrected by Minuteman and paid for by Customer in accordance with Minuteman's prevailing rates.

Minuteman shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

LIQUIDATED DAMAGES - MINUTEMAN'S LIMITS OF LIABILITY: Customer understands that Minuteman is not an insurer; that Customer is responsible for obtaining insurance for such reasons or purposes, including theft and vandalism, and in such amounts, as Customer shall

Sales Agreement T&C's

determine. Customer further understands and agrees that the sums payable hereunder to Minuteman are based upon the value of services offered and equipment value provided and such sums are not related to the value of property belonging to Customer or to others located on the Covered Premises. Customer does not and shall not seek indemnity under this Agreement from Minuteman, and specifically waives any rights for indemnity for any damages or losses caused by hazards to customers, invitees, guests, or property of customer or third parties. Customer understands and agrees that the System and the services to be supplied hereunder are designed to detect security breaches, and that MINUTEMAN MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEM OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM. Customer agrees that Minuteman shall not be liable to Customer, its employees, agents or guests, or to any third party, for any losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed upon Minuteman under this Agreement or by negligent acts or omissions of Minuteman, its agents or employees. In all events, it is further agreed that If Minuteman should become liable for any losses or damages for any reason having to do with this Agreement, Minuteman's total liability to Customer shall be limited \$250., which sum the Customer agrees is reasonable. The payment of this amount shall be Minuteman's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer.

INDEMNIFICATION: Each party shall indemnify and hold harmless the other, their trustees, officers, professional staff, employees and agents from and against any loss, damage, claim or liability, including reasonable attorneys' fees (collectively "liabilities"), arising out of the performance of this Agreement to the extent that such liabilities arise from the acts or omissions, negligence, gross or reckless misconduct, or intentional wrongdoing of the indemnifying party, its trustees, officers, professional staff, employees or agents.

WARRANTY: Minuteman Security Technologies, Inc. Full One Year Limited Warranty:

- **What is Covered:** This warranty covers any defects in materials or workmanship, including installation, with the exceptions stated below.
- **How Long Coverage Lasts:** This warranty runs for one year from the date your system was installed and accepted.
- **What Is Not Covered:** This warranty does not cover intentional or un-intentional misuse or of any of the system components or software. The warranty does not cover damage as a result of acts of god (lighting, floods, storms, etc...) or electric surge.
- **What Minuteman Will Do:** Minuteman will repair any part of the system that is proved to be defective in materials or workmanship. In the event repair is not possible on certain system components, Minuteman will replace said component with similar specification and price.
- **How To Get Service:** Contact our service department at your nearest service center. A service representative will review your system and take any necessary action to correct problems covered by this warranty.
- **How State Law Applies:** This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Turnkey Installation

THIS QUOTE INCLUDE: Only the items and quantities of devices listed on this quotation. The design is pending approval of authorities having jurisdiction where approval is required. Pre-Installation rough-in followed by one site visit for final connection of head-end w/ training if needed and all required testing to be performed during the same visit. Acceptance and testing documentation (when applicable). For alarm systems with a key lock box, if shown on plans the least expensive lock box will be provided unless specified otherwise. Work is to be performed during the hours of 8:00 AM and 4:30 PM. We may choose to make a network connection in the building to facilitate commissioning and service remotely.

THIS QUOTE DOES NOT INCLUDE: Multiple site visits for phased projects unless it was specifically advised of the phasing schedule prior to providing this quote. Permits, licenses, sales tax, or shipping costs to the customer unless each is specifically listed. Third party approvals or third-party testing or inspections unless specifically listed. Return visits if other trades could not be coordinated to be present during our

Sales Agreement T&C's

original site visit. Labeling of devices, controls or any required signs unless specifically listed on the quote. Unforeseen existing conditions that were not brought to our attention prior to the quote.

IT IS THE CUSTOMER'S RESPONSIBILITY TO: Provide a revised equipment count if the quantities shown are incorrect. Provide a minimum of FIVE business days to schedule. Provide a clean and safe working environment that complies with all OSHA rules and standards. Provide a safe and secure, climate-controlled storage area for tools and the equipment being installed. Provide labeling and any required signs. Provide trash receptacles and pay for all trash removal unless trash removal is specifically listed. Cutting, patching, and painting of any areas affected by the installation unless each of these functions are specifically listed on the quote. If there is a custom annunciator/map or custom control panel, etc. then AutoCAD files must be provided to work from. To pay additional travel and labor costs for any additional unplanned site-visits.

Escalation Clause

TC-Escalation Clause

Due to recent market volatility and ongoing supply chain issues, Minuteman is incorporating the following clause into all proposals and maintenance contracts:

Through no fault of Minuteman, in the event of a delay in product availability or price increase of materials procured by any manufacturer and/or distributor, the contract sum, time of completion, or contract requirements shall be adjusted by a change order in accordance with the procedures of the Contract Documents. A change in price of any item of material from our manufacturers or distributors will be considered between the date of this contract and the date of installation. Issuance of a purchase order or signed proposal constitutes acceptance of this clause.

\$13,950.01



We have prepared a quote for you

Oak Brook - York Rd & Wennes Ct

Quote # Vax028552
Version 2

Prepared for:

Oak Brook Police Department

Brian Strockis
bstrockis@oak-brook.org



Scope of Work

Scope:

MST to install (1) new LPR cameras to capture vehicles entering Wennes Ct off York Rd and (1) Overview camera facing York Rd.

There is no power source in this immediate area, Minuteman will utilize a solar array for this location.

MST will install a new pole at York & Wennes Ct to mount (1) LPR camera and (1) Overview camera.

Minuteman assumes:

- Assumes all work will be completed during normal business hours of Monday - Friday 7:00AM - 5:00PM.
- That there is not a requirement for prevailing wage and or union labor.

Payment Info:

- Payment Terms: [Net30].
- Progress payments per AIA form will be submitted.
- Final Payment due upon completion of project.



Recurring Services

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
1 Year Unity Subscription for Vaxtor Camera	\$500.00	\$500.00	1	\$500.00	\$500.00
1 Year Unity Webhook Subscription (per camera)	\$25.00	\$25.00	2	\$50.00	\$50.00

Recurring Subtotal: \$550.00

Subtotal: \$550.00

Materials

Description	Price	Qty	Ext. Price
Head End Equipment & Software			
VaxALPR LPR Only on Camera License	\$750.00	1	\$750.00
VaxALPR MMC & V-Class Extension on Camera License	\$200.00	1	\$200.00
Field Devices			
LPR Camera			
P1465-LE IP66/IP67 NEMA	\$833.24	1	\$833.24
AXIS T91B47 Pole Mount for indoor and outdoor inst	\$103.24	1	\$103.24
AXIS Surveillance Card 64 GB is a high endurance m	\$40.67	1	\$40.67
Overview Camera			
Wisenet Q network outdoor vandal bullet camera, 2MP @ 30fps	\$389.25	1	\$389.25
IR Bullet camera Back box. (QNO-7030R/7020R/7010R, QNO-7080	\$36.75	1	\$36.75
AXIS Surveillance Card 256 GB is a high endurance	\$169.12	1	\$169.12
Solar Array			
16 Ft Above Grade, Direct Burial Pole- Black	\$718.18	1	\$718.18
100W Solar Panel with Pulse Shade Tolerance	\$403.33	2	\$806.66
Controller and Battery Custom Housing Only, 24W	\$2,000.00	2	\$4,000.00
Universal Side of Pole Mount SP/02, Aluminum	\$284.17	1	\$284.17
IPCam Solar Comms Box, w/R240 Cellular Uplink	\$473.39	1	\$473.39



Materials

Description	Price	Qty	Ext. Price
Peplink MAX BR1 Mini - LTE - US	\$466.67	1	\$466.67
DIN Rail Bracket for BR1-MINI	\$40.00	1	\$40.00
Multi-Band Diversity/Mimo Antenna, Lte, Wifi & G	\$316.67	1	\$316.67
Misc Security Installation Materials	\$150.00	1	\$150.00
per Day Charge for Aerial Boom Lift Bucket Truck	\$300.00	1	\$300.00

Subtotal: **\$10,078.01**

Labor

Description	Price	Qty	Ext. Price
Installation Services	\$2,416.00	1	\$2,416.00
Programming Services	\$906.00	1	\$906.00

Subtotal: **\$3,322.00**



Oak Brook - York Rd & Wennes Ct



Prepared by:

Vaxtor, N.A.

Shawn O'Connell

3314549656

soconnell@minutemanst.com

Prepared for:

Oak Brook Police Department

1200 Oak Brook Rd

Oak Brook, IL 60523

Brian Strockis

(630) 368-8710

bstrockis@oak-brook.org

Quote Information:

Quote #: Vax028552

Version: 2

Delivery Date: 03/08/2024

Expiration Date: 03/31/2024

Quote Summary

Description	Amount
Recurring Services	\$550.00
Materials	\$10,078.01
Labor	\$3,322.00
Total: \$13,950.01	

Recurring Expenses Summary

Description	Amount	
Recurring Services	\$550.00	
Recurring Total:		\$550.00

Payment Terms: Net 30 Days

Vaxtor, N.A.

Oak Brook Police Department

Signature: Shawn O'Connell

Name: Shawn O'Connell

Title: Executive Account Manager

Date: 03/08/2024

Signature: _____

Name: Brian Strockis

Date: _____



Sales Agreement T&C's

Standard

OPERATION: Customer shall be responsible for: (i) properly testing and setting the system on every closing and to properly turn off the system on each opening (if applicable); (ii) testing any detection device, or other electronic equipment designated in the Proposal prior to setting the System for closed periods; (iii) notifying Minuteman promptly if such equipment fails to respond to the test; and (iv) using and operating the System and the equipment properly and in accordance with proper operating procedures (if customer requires Minuteman Security Technologies). Whenever Minuteman employees or authorized representatives are sent to the Covered Premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, Customer agrees to pay an additional service charge at Minuteman's prevailing rate per occurrence.

DELAYS - INTERRUPTION OF SERVICE: Minuteman shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of Minuteman. Minuteman will not be required to furnish service to Customer while such interruption shall continue.

EXCLUSIONS: Services to be provided by Minuteman pursuant to this Agreement do not include:

- Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment for the System as prescribed by Minuteman and/or the manufacturer of any equipment used in the System, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in the Proposal hereto.
- Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from Minuteman's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non-Minuteman equipment and devices not supplied by Minuteman.
- Electrical work external to the equipment or accessories furnished by Minuteman.

ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage during "normal business hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at Minuteman's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without Minuteman's specific permission, nor permit the same by other contractors. Any work performed by Minuteman to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at Minuteman's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of Minuteman shall be corrected by Minuteman and paid for by Customer in accordance with Minuteman's prevailing rates.

Minuteman shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

LIQUIDATED DAMAGES - MINUTEMAN'S LIMITS OF LIABILITY: Customer understands that Minuteman is not an insurer; that Customer is responsible for obtaining insurance for such reasons or purposes, including theft and vandalism, and in such amounts, as Customer shall



Sales Agreement T&C's

determine. Customer further understands and agrees that the sums payable hereunder to Minuteman are based upon the value of services offered and equipment value provided and such sums are not related to the value of property belonging to Customer or to others located on the Covered Premises. Customer does not and shall not seek indemnity under this Agreement from Minuteman, and specifically waives any rights for indemnity for any damages or losses caused by hazards to customers, invitees, guests, or property of customer or third parties. Customer understands and agrees that the System and the services to be supplied hereunder are designed to detect security breaches, and that MINUTEMAN MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEM OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM. Customer agrees that Minuteman shall not be liable to Customer, its employees, agents or guests, or to any third party, for any losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed upon Minuteman under this Agreement or by negligent acts or omissions of Minuteman, its agents or employees. In all events, it is further agreed that if Minuteman should become liable for any losses or damages for any reason having to do with this Agreement, Minuteman's total liability to Customer shall be limited \$250., which sum the Customer agrees is reasonable. The payment of this amount shall be Minuteman's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer.

INDEMNIFICATION: Each party shall indemnify and hold harmless the other, their trustees, officers, professional staff, employees and agents from and against any loss, damage, claim or liability, including reasonable attorneys' fees (collectively "liabilities"), arising out of the performance of this Agreement to the extent that such liabilities arise from the acts or omissions, negligence, gross or reckless misconduct, or intentional wrongdoing of the indemnifying party, its trustees, officers, professional staff, employees or agents.

WARRANTY: Minuteman Security Technologies, Inc. Full One Year Limited Warranty:

- **What is Covered:** This warranty covers any defects in materials or workmanship, including installation, with the exceptions stated below.
- **How Long Coverage Lasts:** This warranty runs for one year from the date your system was installed and accepted.
- **What is Not Covered:** This warranty does not cover intentional or un-intentional misuse or of any of the system components or software. The warranty does not cover damage as a result of acts of god (lighting, floods, storms, etc...) or electric surge.
- **What Minuteman Will Do:** Minuteman will repair any part of the system that is proved to be defective in materials or workmanship. In the event repair is not possible on certain system components, Minuteman will replace said component with similar specification and price.
- **How To Get Service:** Contact our service department at your nearest service center. A service representative will review your system and take any necessary action to correct problems covered by this warranty.
- **How State Law Applies:** This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Turnkey Installation

THIS QUOTE INCLUDE: Only the items and quantities of devices listed on this quotation. The design is pending approval of authorities having jurisdiction where approval is required. Pre-installation rough-in followed by one site visit for final connection of head-end w/ training if needed and all required testing to be performed during the same visit. Acceptance and testing documentation (when applicable). For alarm systems with a key lock box, if shown on plans the least expensive lock box will be provided unless specified otherwise. Work is to be performed during the hours of 8:00 AM and 4:30 PM. We may choose to make a network connection in the building to facilitate commissioning and service remotely.

THIS QUOTE DOES NOT INCLUDE: Multiple site visits for phased projects unless it was specifically advised of the phasing schedule prior to providing this quote. Permits, licenses, sales tax, or shipping costs to the customer unless each is specifically listed. Third party approvals or third-party testing or inspections unless specifically listed. Return visits if other trades could not be coordinated to be present during our

Sales Agreement T&C's

original site visit. Labeling of devices, controls or any required signs unless specifically listed on the quote. Unforeseen existing conditions that were not brought to our attention prior to the quote.

IT IS THE CUSTOMER'S RESPONSIBILITY TO: Provide a revised equipment count if the quantities shown are incorrect. Provide a minimum of FIVE business days to schedule. Provide a clean and safe working environment that complies with all OSHA rules and standards. Provide a safe and secure, climate-controlled storage area for tools and the equipment being installed. Provide labeling and any required signs. Provide trash receptacles and pay for all trash removal unless trash removal is specifically listed. Cutting, patching, and painting of any areas affected by the installation unless each of these functions are specifically listed on the quote. If there is a custom annunciator/map or custom control panel, etc. then AutoCAD files must be provided to work from. To pay additional travel and labor costs for any additional unplanned site-visits.

Escalation Clause

TC-Escalation Clause

Due to recent market volatility and ongoing supply chain issues, Minuteman is incorporating the following clause into all proposals and maintenance contracts:

Through no fault of Minuteman, in the event of a delay in product availability or price increase of materials procured by any manufacture and/or distributor, the contract sum, time of completion, or contract requirements shall be adjusted by a change order in accordance with the procedures of the Contract Documents. A change in price of any item of material from our manufactures or distributors will be considered between the date of this contract and the date of installation. Issuance of a purchase order or signed proposal constitutes acceptance of this clause.



OAK BROOK
Illinois

ITEM 9.A.3.

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Regular Meeting
of
April 23, 2024

SUBJECT: Surplus Property

FROM: Rania Serences, Purchasing and Budgeting Coordinator

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION:

Background/History:

I move that the Village Board adopt Ordinance S-1695 authorizing the sale, donation, or disposal of surplus items.

Recommendation:

The attached ordinance authorizes the donation of turnout gear coats, pants, belts, hoods, gloves, helmets, and boots from the Fire Department to Prairie State College in Chicago Heights, and twenty (20) 2.5"x5' attack hoses, also from the Fire Department, to Robbins Fire Department.

The turnout gear is more than ten (10) years old and has been retired from service, per NFPA 1851, and will be donated to the academy the Village works with for use as appropriate. The attack hoses are more than eleven (11) years old and have been replaced with newer models. All hoses passed the 2022 hydrostatic testing per NFPA standards for testing, care, and use. National standard practices for hose life cycle is ten (10) years.

Staff will request a signed and attested release agreement from both Prairie State College and Robbins Fire Department for the turnout gear and hoses prior to donation (see attached).

Attachments:

1. FD Turnout Gear Release Agreement
2. FD Hoses Release Agreement
3. FDTurnoutGearHosesOrd042324

RELEASE AGREEMENT

THE VILLAGE OF OAK BROOK (“Oak Brook”), ILLINOIS, an Illinois municipal corporation do hereby donate, assign, transfer, and set over to **Prairie State College (“PSC”), 202 South Halsted, Chicago Heights, Illinois 60411**, the following described personal property, to wit:

<u>QUANTITY</u>	<u>ITEM</u>
25	Coats
12	Pants
7	Gut Belt
4	Hoods
3	Ext Gloves
4	Struct Gloves
3	Helmets
13	Struct Boots

AS IS, WHERE IS, with NO WARRANTIES OF ANY KIND.

1. **Condition of Tasers; Disclaimer of Warranties and Release.** PSC hereby acknowledges that it, or its employee(s), agent(s), or contractor(s), has the expertise necessary to inspect the Turnout Gear. The Turnout Gear is transferred to PSC AS IS, WHERE IS, AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, and INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Except for those representations specifically enumerated in paragraph 2 below, PSC, for itself, its successor, agents, and assigns, hereby releases and forever discharges Oak Brook, it successors, assigns, affiliates, agents, employees and legal representatives from any and all claims, losses, and demands or liability of every kind, whether known or unknown, which PSC has, or may have, arising out of PSC’s use or ownership of the Turnout Gear after the effective date of this Release Agreement and PSC assumes all risk related to or arising from PSC’s use or ownership of the Turnout Gear after the effective date of this Release Agreement. This Release is binding upon PSC, its successors, agents, employees, assigns and legal representatives, and inures to the benefit of Oak Brook and its successors, assigns, affiliates, agents, employees, and legal representatives.
2. **Donator Representations.** Oak Brook represents and warrants only that as of the date hereof, Oak Brook is the owner of the Turnout Gear, free and clear of any lien, security interest or encumbrance, and that no financing statement covering said Turnout Gear or any proceeds thereof is on file in any public office.
3. **Authority, Expertise.** PSC represents that it has the appropriate authority to enter into this Release Agreement and appropriate expertise and technological knowledge to take ownership of the Turnout Gear.

IN WITNESS WHEREOF, PSC AND VILLAGE have caused this Release Agreement to be duly executed and effective as of the date of full execution by both parties (the "Effective Date").

ATTEST:

VILLAGE OF OAK BROOK, ILLINOIS

By: Greg Summers, Village Manager

ATTEST:

PRAIRIE STATE COLLEGE

By:

Its: _____

EFFECTIVE DATE:

RELEASE AGREEMENT

THE VILLAGE OF OAK BROOK (“Oak Brook”), ILLINOIS, an Illinois municipal corporation do hereby donate, assign, transfer, and set over to **Robbins Fire Department (“RFD”), 3327 West 137th Street, Robbins, Illinois 60472**, the following described personal property, to wit:

<u>QUANTITY</u>	<u>ITEM</u>
20	2.5”X5’ Fire Hoses

AS IS, WHERE IS, with NO WARRANTIES OF ANY KIND.

1. **Condition of Tasers; Disclaimer of Warranties and Release.** RFD hereby acknowledges that it, or its employee(s), agent(s), or contractor(s), has the expertise necessary to inspect the Fire Hoses. The Fire Hoses are transferred to RFD AS IS, WHERE IS, AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, and INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Except for those representations specifically enumerated in paragraph 2 below, RFD, for itself, its successor, agents, and assigns, hereby releases and forever discharges Oak Brook, it successors, assigns, affiliates, agents, employees and legal representatives from any and all claims, losses, and demands or liability of every kind, whether known or unknown, which RFD has, or may have, arising out of RFD’s use or ownership of the Fire Hoses after the effective date of this Release Agreement and RFD assumes all risk related to or arising from RFD’s use or ownership of the Fire Hoses after the effective date of this Release Agreement. This Release is binding upon RFD, its successors, agents, employees, assigns and legal representatives, and inures to the benefit of Oak Brook and its successors, assigns, affiliates, agents, employees, and legal representatives.
2. **Donator Representations.** Oak Brook represents and warrants only that as of the date hereof, Oak Brook is the owner of the Fire Hoses, free and clear of any lien, security interest or encumbrance, and that no financing statement covering said Fire Hoses or any proceeds thereof is on file in any public office.
3. **Authority, Expertise.** RFD represents that it has the appropriate authority to enter into this Release Agreement and appropriate expertise and technological knowledge to take ownership of the Fire Hoses.

IN WITNESS WHEREOF, RFD AND VILLAGE have caused this Release Agreement to be duly executed and effective as of the date of full execution by both parties (the "Effective Date").

ATTEST:

VILLAGE OF OAK BROOK, ILLINOIS

By: Greg Summers, Village Manager

ATTEST:

ROBBINS FIRE DEPARTMENT

By:

Its: _____

EFFECTIVE DATE:

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE

2024-PP-S-1695

AN ORDINANCE AUTHORIZING THE SALE OR DONATION
OR RECYCLING OR DISPOSAL OF CERTAIN ITEMS OF
PERSONAL PROPERTY OWNED BY THE VILLAGE OF
OAK BROOK

LAURENCE E. HERMAN, Village President
NETASHA SCARPINITI, Village Clerk

NAVEEN JAIN
MICHAEL MANZO
MELISSA MARTIN
JAMES NAGLE
A. SURESH REDDY
EDWARD TIESENGA

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 23rd day of April 2024

ORDINANCE 2024-PP-S-1695

AN ORDINANCE AUTHORIZING THE SALE OR DONATION OR RECYCLING OR
DISPOSAL OF CERTAIN ITEMS
OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF OAK BROOK

WHEREAS, in the opinion of a majority of the corporate authorities, it is no longer necessary or useful or in the best interests of the Village to retain the items of personal property listed below; and

WHEREAS, the Village wishes to dispose of said property by sale or donation or recycling or disposal.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK BROOK, DU PAGE AND COOK COUNTIES, ILLINOIS as follows:

Section 1: The foregoing recitals are incorporated herein as findings of the corporate authorities.

Section 2: Pursuant to 65 ILCS 5/11-76-4, the President and Board of Trustees find that the items listed below, now owned by the Village, are surplus property and are no longer necessary or useful to the Village and the best interests of the Village will be served by sale or donation or recycling or disposal.

Section 3: Pursuant to 65 ILCS 5/11-76-4, the Village Manager is hereby authorized and directed to dispose of the below items by sale or donation or recycling or disposal, as designated in Section 2.

Section 4: This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

The Remainder of this Page has been Intentionally Left Blank / Roll Call Vote follows

APPROVED THIS 23rd day of April 2024

Laurence E. Herman
Village President

PASSED THIS 23rd day of April 2024

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Netasha Scarpiniti
Village Clerk

**TURNOUT GEAR TO BE DONATED TO PRAIRIE STATE COLLEGE, CHICAGO
HEIGHTS, ILLINOIS**

<u>QUANTITY</u>	<u>ITEM</u>
25	Coats
12	Pants
7	Gut Belt
4	Hoods
3	Ext Gloves
4	Struct Gloves
3	Helmets
13	Struct Boots

HOSES TO BE DONATED TO ROBBINS FIRE DEPARTMENT, ROBBINS, ILLINOIS

<u>QUANTITY</u>	<u>ITEM</u>
20	2.5"X5' Fire Hoses