



UPDATED

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

Special Meeting
Tuesday, June 25, 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. Sikich Auditor's ACFR Presentation

B. Wildberry Café – 1100 22nd Street - Architectural Review

Manzo/Tiesenga

4. PUBLIC COMMENTS

5. APPROVAL OF MINUTES

A. Regular Board of Trustees Meeting of May 14, 2024

B. Regular Executive Meeting Minutes of April 9, 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: May 23, 2024 - \$2,153,548.14
June 6, 2024 - \$759,602.83
June 20, 2024 - \$1,960,457.63

1. LEGAL SERVICES:

- a) Lamp Law, LLC - Legal Services - April 2024 - \$3,333.33 (FY24 YTD - \$13,333.32)
- b) Ottosen DiNolfo Hasenbalg & Castaldo, LTD - Legal Services - April 2024 - \$21,048.53 (FY24 YTD - \$79,709.11)
- c) Clark, Baird, Smith, LLP - April 2024 - \$649.50 (FY24 YTD - \$7,212.00)

- d) Marquardt & Belmonte, P.C - Legal Services - March & April 2024 - \$478.50 (FY24 YTD - \$957.00)

TOTAL LEGAL BUDGET FOR 2024 IS \$342,284.00

TOTAL LEGAL BILLS PAID FOR 2024 - YTD - \$101,678.23

- 2. Baxter & Woodman - Stormwater Management Master Plan Project - \$29,725.68
- 3. BLA, Inc. - Briarwood Lakes Watermain Improvements Project, Phase III - Payout 2 & 3 - \$48,180.00
- 4. BCBS - Health Care Services - June & July 2024 - \$468,041.20
- 5. DuPage Metropolitan Enforcement Group - Fair Share Contribution for FY25 - \$21,840.00
- 6. Intergovernmental Risk Management Agency - April 2024 Deductible - \$20,169.02
- 7. Executive Construction Inc. - 22-4-920J Bond Refund - \$54,580.00
- 8. Starchase LLC - Mounted Launch System - \$54,894.75
- 9. CR Peterson, Inc. - Tennis Court Materials & Installation - \$21,120.00
- 10. DuPage Water Commission - April & May 2024 - \$824,485.52
- 11. Mauro Sewer Construction, Inc. - Oak Brook Briarwood Lakes Water Main Improvements - Payout 1 & 2 - \$1,284,464.70
- 12. Enterprise FM Trust - Vehicles Leases May 2024 - \$76,080.76
- 13. Chicagoland Pool Management - Pool Management Contracted Services - July 1st Payment - \$52,356.00
- 14. Cerniglia Co. - Merry Lane Water Main Improvements - Payouts 1, 2, and 3 - \$512,899.91
- 15. EZA Engineering PLLC - Professional Engineering Services May 2024 - \$24,694.48
- 16. Al Warren Oil Co. - Gasoline Purchase - \$22,161.00
- 17. Chicagoland Paving Contractors, Inc. - Bath & Tennis Drive Improvements - \$227,212.15
- 18. Thomas Engineering Group, LLC - Oak Brook 2024 Streets Improvements - Payout 1 & 2 - \$56,352.34
- 19. Christopher B. Burke Engineering, LTD - Merry Lane Water Main Improvements Project - \$28,596.80
- 20. Civiltech Engineering, Inc. - Professional Civil Engineering Services - \$45,658.41

- | | | |
|----|---|-----------------|
| B. | Approval of Payroll Paydate: May 16, 2024 - \$911,575.41
May 30, 2024 - \$859,814.69
June 13, 2024 - \$1,003,554.00 | Herman/Martin |
| C. | Village of Oak Brook – Monthly Financial Reports April 2024 | Herman/Martin |
| D. | Village of Oak Brook – Monthly Financial Reports May 2024 | Herman/Martin |
| E. | Authorization to Seek Bids or Proposals or Negotiate Contracts: | |
| 1. | Authorization to Seek Proposals - GIS Services | Jain/Martin |
| 7. | <u>ITEMS REMOVED FROM CONSENT AGENDA</u> | |
| 8. | <u>BOARDS & COMMISSION RECOMMENDATIONS</u> | |
| A. | Butler School District – Changeable Electronic Sign Regulations – Text Amendment | Manzo/Tiesenga |
| 9. | <u>ACTIVE BUSINESS</u> | |
| A. | Ordinances & Resolutions | |
| 1. | ORDINANCE S-1698, An Ordinance Adopting a Travel Reimbursement Policy in Accordance with the Local Government Travel Expense Control Act | Herman/Martin |
| 2. | ORDINANCE S-1699, An Ordinance Amending the 2024 Classification, Salary and Salary Administration Policy | Herman/Martin |
| 3. | ORDINANCE S-1700, An Ordinance Granting Variation from Provisions of Section 13-11-10.C.8 of Title 13 ("Zoning Regulations") of the Village Code of the Village of Oak Brook to Allow a Third Wall Sign for the Property Located at 1150 22nd Street, in the Village of Oak Brook, Illinois | Manzo/Tiesenga |
| 4. | ORDINANCE S-1701, An Ordinance Granting Variation from Provisions of Section 13-3-17.B.2 of Title 13 ("Zoning Regulations") of the Village Code of the Village of Oak Brook to Allow a Four-Foot Fence for the Property Located at 1 Briarwood Central, in the Village of Oak Brook, Illinois | Manzo/Tiesenga |
| 5. | RESOLUTION R-2193, A Resolution Authorizing the Award of Contract to Anchor Mechanical for HVAC Maintenance and Repair Services | Jain/Tiesenga |
| 6. | RESOLUTION R-2211, A Resolution Authorizing and Approving the Oak Brook Public Library to Participate in the Non-Resident Library Card Program from July 1, 2024 to June 30, 2025 | Martin/Tiesenga |
| 7. | RESOLUTION R - 2216, A Resolution to Waive Further Bidding and Authorize Staff to Issue a Purchase Order to Revels Turf & Tractor, LLC, of Elgin, Illinois, for One 2024 John Deere 2020A ProGator Utility Vehicle for the Oak Brook Golf Club | Manzo/Martin |

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|-----|--|---------------|
| 8. | RESOLUTION R-2217, A Resolution Approving and Authorizing the Purchase of Two License Plate Recognition Cameras and Two Overwatch Cameras for Village Property and the Execution of Related Database and Maintenance Agreements | Manzo/Reddy |
| 9. | RESOLUTION R-2219, A Resolution To Waive Further Bidding and Authorize Staff to Issue a Purchase Order to Morton Salt, Inc., Chicago, IL for the Bulk Purchase of Deicer Salt | Tiesenga/Jain |
| 10. | RESOLUTION R-2220, A Resolution Authorizing the Award of Contract to the Lowest Responsible Bidder for the Hot Mix Asphalt Material Purchase to Plote Construction Inc. | Jain/Tiesenga |
| 11. | ORDINANCE G-1253, An Ordinance Amending the Village of Oak Brook Code of Ordinances, as Amended, Title 4 (Business And License Regulations), Chapter 1 (Liquor Control), Section 8A (Fees and Number of Licenses Authorized) to Increase the Number of Authorized Class B Liquor Licenses By One to Eighteen for J. Alexander's Restaurant
J. Alexander's 1410 16th St, Oak Brook, IL 60523 | Herman |
| 12. | ORDINANCE G-1254, An Ordinance Amending Title 12 (Recreational Facilities) Chapter 2 (Oak Brook Golf Club) of the Village of Oak Brook Code of Ordinances | Manzo/Martin |
| 13. | ORDINANCE S-1702, A Ordinance Approving the Assignment and Assumption Agreement By and Between Fig Boz, LLC, and Chic Chef Catering, Inc., for the License to Manage and Operate the Poolside Café at the Oak Brook Bath & Tennis Club | Herman/Martin |

10. BOARD UPDATES

11. ADJOURN TO CLOSED SESSION

For the purpose of discussing (1) Minutes of Meetings Lawfully Closed Under This Act, (2) To Consider the Purchase or Lease of Real Property for the Use of The Village, (3) To Consider the Sale or Purchase of Securities, Investments, or Investment Contracts Pursuant to 2(c)(21), 2(c)(5) and 2(c)(7) of the Illinois Open Meetings Act Respectively

12. UNFINISHED BUSINESS

A. Ordinances and Resolutions

- | | | |
|----|---|---------------|
| 1. | RESOLUTION R-2214, A Resolution Awarding a Professional Services Agreement to PFM Asset Management LLC, Chicago, Illinois for Professional Investment Management Services | Herman/Martin |
|----|---|---------------|

13. 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.

VILLAGE OF OAK BROOK

ANNUAL COMPREHENSIVE FINANCIAL REPORT
For the Year Ended December 31, 2023



VILLAGE OF OAK BROOK, ILLINOIS

**ANNUAL COMPREHENSIVE
FINANCIAL REPORT**

For the Year Ended
December 31, 2023

Prepared by Finance Department

Marilyn Fumero, CPA
Finance Director

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INTRODUCTORY SECTION



VILLAGE ELECTED OFFICIALS

As of December 31, 2023

Laurence Herman

President

Melissa Martin

Trustee

Michael Manzo

Trustee

James Nagle

Trustee

A. Suresh Reddy

Trustee

Edward Tiesenga

Trustee

Naveen Jain

Trustee

Natasha Scarpiniti

Village Clerk

VILLAGE DEPARTMENT DIRECTORS

Greg Summers

Village Manager

Tim O'Malley

Interim Public Works Director

Marilyn Fumero

Finance Director

Jacob Post

Head Librarian

Kevin Fleege

Fire Chief

Thomas Gilbert

Information Technology Services Director

Rebecca Von Drasek

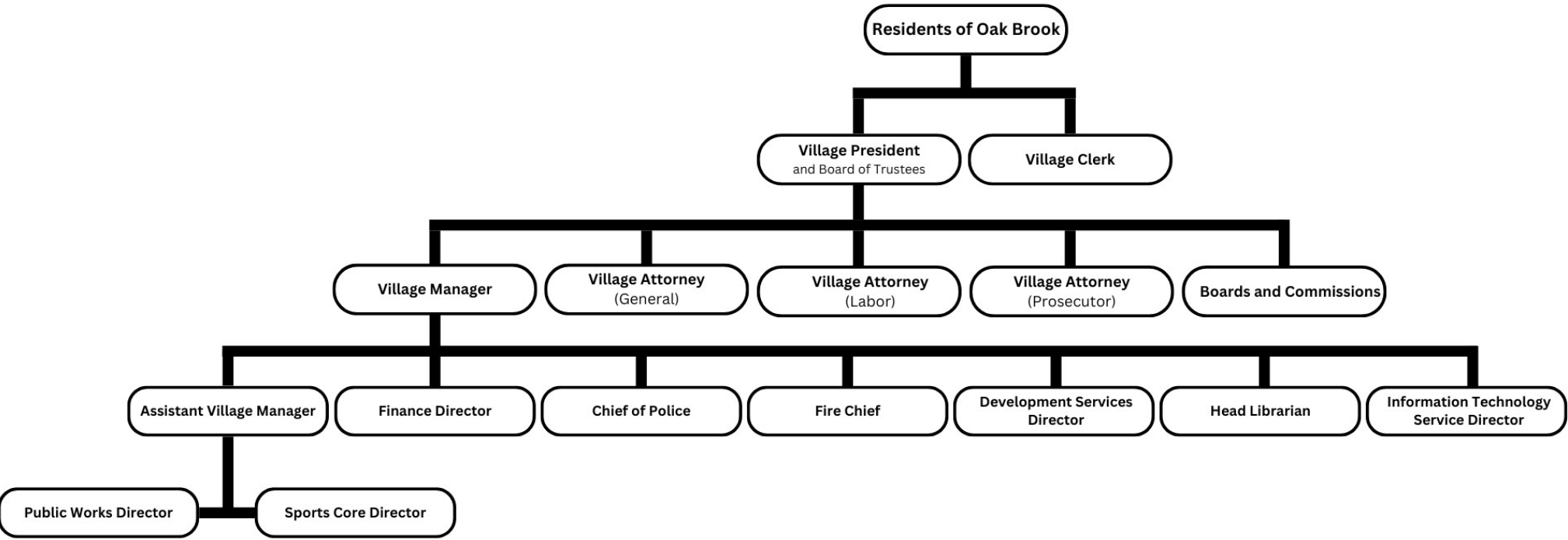
Development Services Director

Joseph Mitchell

Assistant Village Manager

Art Segura

Sports Core Director





Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**Village of Oak Brook
Illinois**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

December 31, 2022

Christopher P. Morrell

Executive Director/CEO



**Village Of
Oak Brook**

1200 Oak Brook Road
Oak Brook, IL 60523-2255

Website
www.oak-brook.org

Administration
630.368.5000
FAX 630.368.5045

Development Services
630.368.5101
FAX 630.368.5128

**Engineering
Department**
630.990.3010
FAX 630.990.3985

Fire Department
630.368.5130
FAX 630.368.5128

Police Department
630.368.8700
FAX 630.368.8739

**Public Works
Department**
630.368.5270
FAX 630.368.5295

**Oak Brook
Public Library**

600 Oak Brook Road
Oak Brook, IL 60523
630.368.7700
FAX 630.368.7704

Oak Brook Sports Core

Bath & Tennis Club
700 Oak Brook Road
Oak Brook, IL 60523
630.368.6420
FAX 630.368.6439

Golf Club
2606 York Road
Oak Brook, IL 60523
630.368.6400
FAX 630.368.6419

June 20, 2024

Honorable Laurence E. Herman, Village President
Board of Trustees
Citizens of the Village of Oak Brook, Illinois:

Illinois state statute requires that all general-purpose local governments publish, within six months of the close of each fiscal year, a complete set of financial statements presented in conformity with United States Generally Accepted Accounting Principles (GAAP) and audited in accordance with generally accepted auditing standards by a firm of independent licensed certified public accountants. This report is published to fulfill that requirement for the year ended December 31, 2023.

Responsibility for both the accuracy of the presented data and the completeness and fairness of the presentation, including all disclosures, rest with the management of the Village. We believe to the best of our knowledge, as presented, the data is accurate in all material respects and presented in a manner designed to fairly set forth the financial position and results of the operations.

Management of the Village is responsible for establishing and maintaining internal controls designed to ensure that the assets of the Village are protected from loss, theft or misuse and to ensure that sufficient, reliable, adequate accounting data is compiled for the preparation of financial statements in conformity with GAAP. Internal accounting controls have been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. We believe that the Village's internal controls adequately safeguard assets and provide reasonable assurance of properly recorded financial transactions.

In addition, the Village maintains budgetary controls. The objective of these controls is to ensure compliance with legal provisions embodied in the annual budget approved by the Village Board. All disbursements receive approval from the Board of Trustees. The Village also maintains an encumbrance system that is used as an extension of formal budgetary integration.

The Village's financial statements have been audited by Sikich CPA LLC, a firm of licensed certified public accountants. The independent audit is to provide reasonable assurance that the financial statements of the Village of Oak Brook are free of material misstatements.

The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing accounting principles used and significant estimates made by management; and the evaluation of the overall financial statement presentation. Based upon the audit for the year ending December 31, 2023, the independent auditors concluded that there was a reasonable basis for rendering an unmodified opinion on the Village's financial statements. The independent auditors' report is presented as the first component of the financial section of this report.

Management's discussion and analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview and analysis of the basic financial statements. The MD&A complements this letter of transmittal and should be read in conjunction with it.

Profile of the Village of Oak Brook

The Village of Oak Brook is located approximately 15 miles west of the Chicago Loop, near the geographic center of the seven-county Chicago metropolitan area. Excellent transportation links are provided to all parts of the greater metropolitan area by a network of tollways and federal and state highways which pass through or near the Village. The Tri-State Tollway (I-294), running along the Village's eastern boundary, provides rapid access to the northern and southern suburbs, and into Wisconsin and Indiana. The East-West Tollway (I-88), passing through the Village's northern sector, joins the Eisenhower Expressway to the northeast, providing direct access to Chicago's Loop. Additional links include east-west arteries Illinois Route 38 and U.S. Route 34, which pass, respectively, to the north and south of the Village, and Illinois Route 83, which bisects the community in a north-south direction. The Oak Brook area is bounded on the north by the communities of Lombard, Villa Park, Elmhurst and Oak Brook Terrace and on the south by Downers Grove, Westmont, Clarendon Hills and Hinsdale.

The Village of Oak Brook operates under the Village form of government with an elected Village President and six (6) Trustees. Daily operational management is provided by a professional manager appointed by the Board of Trustees. The Village provides a wide range of municipal services including general government, public safety (police and fire), public works, road maintenance, community development and recreation facilities and a free public library.

For additional information concerning the Village, please visit our website at www.oakbrook.org.

Local Economy and Finances

The Village of Oak Brook has been and continues to be one of the preeminent business centers in the Chicago metropolitan area. Several large corporations have facilities in the Village, including the corporate headquarters of TreeHouse Foods, Hub Group, and Ace Hardware. As a retail center, Oak Brook offers upscale shopping, fine restaurants, and Oakbrook Center, one of the leading outdoor shopping centers in the United States. Oak Brook is comprised of 40,604 private sector jobs (2023, IDES, Where Workers Work); of

these, 15.8% are in the Management of Companies and Enterprises field, 15.9% are in the Health Care and Social Assistance field, and 13.5% are in the Administrative and Support field, Waste Management, and Remedial Services field. These factors, as well as the performance of the Illinois economy over time, have enabled the Village to operate without a real estate tax since inception due to the sales taxes generated from retail business activities.

With sales taxes being the largest source of General Fund revenue, the local and national economy has a significant effect on the amount of revenue available the Village receives. Sales and Local Use Tax revenue decreased by \$0.03 million, or 0.15%, compared to last year's revenue. The Village has seen positive trends in sales tax revenues in recent months but will continue to use conservative benchmarks due to heavy reliance on elastic revenue sources to fund General Fund operations. We will continue to monitor revenue trends and budget expenditures accordingly.

Oak Brook's estimated new construction value in 2023 was \$215 million which continues the positive trend of the last several years. Many large development projects have come online in 2023, such as Northwestern Medicine, Ace headquarters, the Overlook of Oak Brook, Sony Wonderverse, and many new restaurants. The Village issued a total of 924 building permits in 2023, with permit revenue of \$4 million. Overall, development has been strong in the past few years and is expected to remain strong through 2024. Several large projects are anticipated to be completed in 2024, including CD Peacock, Circle K, and Eddie V's.

New Commercial Development

The Hines Oak Brook Commons continues to move forward with building out the approved development. The Oakbrook Center mall continues to see reinvestment. Oak Brook's development-related activities remained steady and strong compared to many of our DuPage County neighbors. Future development of the Oak Brook Reserve and 1900 Spring Road are anticipated to make applications in 2024. The following is a list of projects under construction and/or new commercial tenants in 2023.

Projects Under Construction and/or New Commercial Tenants

Oakbrook Center – These are the ongoing improvements/projects at Oakbrook Center.

- 30 Oakbrook Center – Swatch - \$575,000 – Interior – Inspections ongoing.
- 70 Oakbrook Center – Apple - \$1,000,000 – Interior – Final in progress.
- 75 Oakbrook Center – Artizia - \$3,770,000 – Interior – Inspections ongoing.
- 76 Oakbrook Center – Vuori - \$1,150,000 – Interior – Now open.
- 80 Oakbrook Center – Lululemon - \$1,250,000 – Interior - Complete.
- 84 Oakbrook Center – Marc Jacobs - \$800,000 – Interior – Certificate of Occupancy issued.
- 280 Oakbrook Center – LensCrafters - \$1,218,000 – Temporary Occupancy issued.

- 298 Oakbrook Center – C.D. Peacock – \$6,300,000 - Exterior – Inspections ongoing.
- 298 Oakbrook Center – C.D. Peacock - \$6,000,000 – Interior – Inspections ongoing.
- 413 Oakbrook Center – Tumi – Interior - \$456,000 – Now open.
- 2310 Oakbrook Center – Sony Wonderverse (shell) \$2,100,000 – Grand Opening in January, 2024.
- 2310 Oakbrook Center – Sony Wonderverse (build-out) \$8,500,000 – Grand Opening in January, 2024.
- 212 Oakbrook Center – Yves St. Laurent - \$1,200,000 – Completed.

Other Commercial/Office Sites – New Tenants/Renovations

- 1400 16th Street – Insite Real Estate – HVAC - \$605,000 – Complete.
- 1515 22nd Street – NICB – Interior - \$786,000 – Complete.
- 1401 22nd Street – Marriott Oak Brook - \$431,717 – Inspections ongoing.
- 1715 22nd Street – Venture Kitchen – (Shell) - \$700,000 – Inspections ongoing.
- 1715 22nd Street – Naansense – New Restaurant (Interior) - \$700,000 – Opening in January, 2024.
- 1715 22nd Street – Invicto – New Restaurant – (Interior) \$810,000 – Opening in January, 2024.
- 1715 22nd Street – Blackwood BBQ – New Restaurant (Interior) - \$700,000 – Opening in January, 2024.
- 2210 22nd Street – Circle K – New Commercial – Convenience Store – Inspections ongoing.
- 700 Commerce Drive – Oak Brook Pointe \$500,000 - Complete.
- 820 Jorie Blvd – Air Cooler Replacement - \$545,000 – Complete.
- 1001 Commerce Drive – Northwestern Medicine (Interior) \$21,000,000 – Complete.
- 711 Jorie Blvd – CNH Industrial - \$20,470,754 – Demo and Interior. – Final in progress.
- 2915 Jorie Blvd – JPD Holdings – (Shell) \$15,000,000 – Final in progress.
- 1315 Kensington Road – Oak Brook Park District - \$800,000 – Final in progress.
- 2151 McDonald Drive – Oak Brook Commons Parking resurface - \$890,000 – Complete.
- 2001 Spring Road – Commerce Plaza - \$1,000,000 – Interior – Certificate of Occupancy issued.
- 1919 Swift Drive – ComEd - \$7,535,000 – Interior – Certificate of Occupancy issued.
- 2011 York Road – Rush - \$575,000 – Interior – Certificate of Occupancy issued.
- 2616 York Road – Bulter Golf Course – HVAC - \$935,000 – Final in progress.

Long-term Financial Planning

The Village uses a number of processes to accomplish financial planning which are outlined as follows:

Goals and Objectives – this is an annual process in which the Village Board and staff express specific objectives to be accomplished. Typically, objectives relate to a specific task or project or to a change in methods or operations designed to achieve the stated objective.

Roadway Maintenance Plan – this plan is based on the Village’s pavement management database and on a visual inspection of every public street segment in the Village. The Plan, which is updated annually, includes a long-range schedule of roadway maintenance activities as well as cost projections over the next ten-year period in order to plan for the orderly maintenance of the Village’s roadway system.

Five-Year Financial Plan – this document is prepared annually in order to provide the Village Board and the community with a five-year projection of the financial condition of each of the twelve funds that comprise the Village’s financial structure. This document is not as precise as the annual budget, but it does project both revenues and expenditures for each of the next five years that can assist in identifying positive and negative trends.

Annual Budget – using the information gathered through the goals and objectives process, roadway maintenance plan, and five-year financial plan, the annual line item budget is prepared. The budget is structured according to cost centers (called “programs”) and sets the spending plan for the coming year.

The foundation of all of the Village’s financial planning is centered on the Village Board’s policy of maintaining a cash and investment reserve in the General Fund that meets or exceeds six months of annual operating expenses. The six-month policy level, which is higher than many other municipalities, was established due to the Village not having the predictability of real estate tax revenue and the fact that most of its general revenues that are collected by the State (sales and telecommunications taxes) have a three-month delay. This conservative policy ensures that the Village will have sufficient funds on hand to operate in an emergency situation as well as having sufficient time to address any economic downturns. The soundness of this financial policy has proven itself as the Village has been able to maintain adequate cash reserves in this recessionary environment.

Major Initiatives

Providing safe, efficient, and well-maintained infrastructure continues to be a major goal for the Village. The Village accomplished many things during 2023 including the re-staffing of many departments.

During 2023, the Village completed several projects including: the Harger Road water main replacement and resurfacing, completion of a .8-mile paving of the Multi-Use

Pathway, pumping station improvements including, the replacement of several check valves and VFD drives.

Some projects started in 2023 that carryover into 2024 include: the Route 83/I-88 water main improvements, the replacement of the Golf Clubhouse roof replacement, and tuckpointing to the Heritage Center.

The 2024 Budget includes a number of major capital projects including: Merry Lane and Briarwood Lakes water main improvements, Bath & Tennis Drive improvements, Sports Core Parking Lot, multi-year plans for ADA accessibility, street replacement, street sign replacement, Stormwater Master Plan, and Multi-Use/Bike Path improvements just to name a few. For a full listing of planned capital improvements, you can review the 2023-2028 Five-Year Plan at: <https://village-oak-brook-il-budget-book.cleargov.com>.

Awards and Acknowledgements

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Village of Oak Brook for its Annual Comprehensive Financial Report for the year ended December 31, 2022.

In order to be awarded a Certificate of Achievement, a governmental unit must publish an easily readable and efficiently organized annual comprehensive financial report, whose contents conform to program standards. Such reports must satisfy both generally accepted accounting principles and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. The Village has successfully obtained the Certificate of Achievement for 45 consecutive years. We believe that our current Report conforms to Certificate of Achievement Program requirements, and we are submitting it to GFOA to determine its eligibility for another certificate.

In addition, the Village of Oak Brook received the GFOA's Distinguished Budget Presentation Award for its annual budget for the 2023 fiscal year. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as an operations guide, as a financial plan, and as a communications device. This is the eleventh consecutive year the Village has received this award.

The preparation of this report would not have been possible without the efficient and dedicated services of the entire Finance Department of the Village of Oak Brook. We wish to express our appreciation to those persons who have made possible the publication of this report, and to thank the President and members of the Board of Trustees for their interest and support in planning and conducting the financial operations of the Village in a responsible and progressive manner.


Marilyn Fumero
Finance Director

FINANCIAL SECTION

INDEPENDENT AUDITOR'S REPORT

The Honorable President
Members of the Board of Trustees
Village of Oak Brook, Illinois

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Oak Brook, Illinois (the Village), as of and for the year ended December 31, 2023, and the related notes to financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Oak Brook, Illinois, as of December 31, 2023, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Village of Oak Brook, Illinois, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Change in Accounting Principle

As described in Note 15 to the financial statements, in 2023, the Village adopted new accounting guidance, the Governmental Accounting Standards Board (GASB) Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, and GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the required supplementary information listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village's basic financial statements. The combining and individual fund financial statements and schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. The combining and individual fund financial statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund financial statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

We also have previously audited, in accordance with auditing standards generally accepted in the United States of America, the Village of Oak Brook, Illinois' basic financial statements for the year ended December 31, 2022, which are not presented with the accompanying financial statements, and we expressed unmodified opinions on the respective financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information. That audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village of Oak Brook, Illinois' basic financial statements as a whole. The budget and actual data for each fund (with comparative actual) for the year ended

December 31, 2022, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and related directly to the underlying accounting and other records used to prepare the 2022 basic financial statements. The information was subjected to the audit procedures applied in the audit of those basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.

In our opinion, the 2022 budget and actual data for each fund (with comparative actual) are fairly stated in all material respects in relation to the basic financial statements from which they have been derived.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 20, 2023, on our consideration of the Village of Oak Brook, Illinois' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village of Oak Brook, Illinois' internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Village of Oak Brook, Illinois' internal control over financial reporting and compliance.

Sikich CPA LLC

Naperville, Illinois
June 20, 2024

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Naperville, IL 60563
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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

The Honorable President
Members of the Board of Trustees
Village of Oak Brook, Illinois

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Oak Brook, Illinois (Village) as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the Village of Oak Brook, Illinois' basic financial statements and have issued our report thereon dated June 20, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Village of Oak Brook, Illinois' internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Village of Oak Brook, Illinois' internal control. Accordingly, we do not express an opinion on the effectiveness of the Village of Oak Brook, Illinois' internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Village of Oak Brook, Illinois' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Sikich CPA LLC

Naperville, Illinois
June 20, 2024

**GENERAL PURPOSE EXTERNAL
FINANCIAL STATEMENTS**

VILLAGE OF OAK BROOK, ILLINOIS

MANAGEMENT'S DISCUSSION AND ANALYSIS

December 31, 2023

As the management of the Village of Oak Brook (the "Village"), we offer readers of the Village's financial statements this narrative overview and analysis of the financial activities of the Village for the fiscal year ended December 31, 2023. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in the Transmittal Letter (beginning on page **iv**) and the Village's Financial Statements (**beginning on page 7**).

This discussion and analysis are designed to (1) assist the reader in focusing on significant financial issues, (2) provide an overview of the Village's financial activity, (3) identify changes in the Village's financial position (its ability to address the next and subsequent year challenges), (4) identify any material deviations from the financial plan (the approved budget), and (5) identify individual fund issues or concerns.

HIGHLIGHTS

Financial Highlights

- For the year ending December 31, 2023, the Village's total (combined governmental and business-type) assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$158.1 million (referred to as net position).
- The Village's total net position increased by \$15.1 million, or 10.6%, compared to the prior year.
- The governmental activities reported a total net position of \$88.6 million, which is an increase of \$10.7 million, or 13.7%, in comparison to the prior year's balance. The unrestricted portion of the net position is a \$9.2 million deficit, which is a vast improvement from the prior year's \$18.8 million deficit. The change to the unrestricted net position is due to the reduction of Police, Fire & IMRF Pension and Other Postemployment Benefit (OPEB) liabilities based on actuarial estimates. The vast improvement is due to the Village's commitment to pay down pension liabilities. In addition, the extinguishment of the remaining Promenade TIF note payable is subject to the control of the Village, but for which was not related to the Village's ordinary typical activities is reported as a special item on the statement of activities.
- The business-type activities reported a total net position of \$69.5 million, which is an increase of \$4.4 million, or 6.8%, in comparison to the prior year's balance. The unrestricted portion of the net position is \$28.4 million. The change is attributed to profits from the 2022 sale of the non-corporate water main lines. The Village continues to be the water supplier for Aqua's newly acquired customer base.
- The Village had a total (governmental and business-type activities combined) unrestricted net position of \$19.1 million on December 31, 2023, which is an improvement of \$15.0 million from last year.

(See independent auditors' report)

MD&A 1

VILLAGE OF OAK BROOK, ILLINOIS

MANAGEMENT’S DISCUSSION AND ANALYSIS (continued)

- Total revenues decreased \$7.6 million, or 11.0%, in comparison to the prior year. Of the total decrease, governmental activities revenues increased \$3.5 million, or 8.4%, and business-type activities revenues decreased \$11.1 million, or 40.5%. The reduction in business-type activities revenue is due to the one-time revenue source generated in 2022 from the sale of the non-corporate water main lines.
- Total expenses increased \$5.4 million, or 12.8%, in comparison to the prior year. Of the total increase, governmental activities expenses increased \$4.5 million, or 14.1%, and business-type activities expenses increased \$1.0 million, or 9.1%. The increase in expenditures is attributed to supplemental pension contributions and personnel costs related to the ratified collective bargaining agreement that expired in 2021.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the Village’s finances, in a manner similar to a private-sector business. The focus of the Statement of Net Position presents information on all the Village’s assets/deferred outflows of resources and liabilities/deferred inflows of resources, with the difference between the two reported as net position. This statement combines and consolidates governmental fund’s current financial resources (short-term spendable resources) with capital assets and long-term obligations using the accrual basis of accounting and economic resources measurement focus. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Village is improving or deteriorating.

The Statement of Activities presents information showing how the government’s net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., earned but unused compensated absences).

Both government-wide financial statements (**see pages 7-10**) distinguish functions of the Village that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the Village reflect the Village’s basic services, including administration, police, fire and emergency medical services, engineering, public works, library, and community development. The business-type activities of the Village, which are based on a fee for service designed to cover all or most of the cost of operation, include the waterworks system and operations of the Oak Brook Sports Core.

Fund Financial Statements

Traditional users of governmental financial statements will find the Fund Financial Statements to be more familiar. The focus of the presentation is on major funds rather than fund types. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Village, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal

(See independent auditors’ report)

MD&A 2

VILLAGE OF OAK BROOK, ILLINOIS MANAGEMENT’S DISCUSSION AND ANALYSIS (continued)

requirements. All the funds of the Village can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds. Governmental funds are used to account for the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government’s near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government’s near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The Village maintains six individual governmental funds. Information is presented separately in the governmental fund balance sheet and statement of revenues, expenditures, and changes in fund balances for the General Fund and Infrastructure Fund, both of which are “major” funds. Data from the other four governmental funds are combined into a single, aggregate presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report.

The Village adopts an annual budget for each of its governmental funds, except for the Foreign Fire Insurance fund. A budgetary comparison statement has been provided elsewhere in this report to demonstrate compliance with the budget. The basic governmental fund financial statements can be found on **pages 11 through 14** of this report.

Proprietary Funds. The Village maintains two distinct types of proprietary funds: enterprise funds and internal service funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The Village uses enterprise funds to account for its waterworks system and the operations of the Oak Brook Sports Core. Internal service funds are an accounting device used to accumulate and allocate costs internally among the Village’s various functions. The Village uses internal service funds to account for the costs of health and dental insurance, garage operations, and the advance funding of equipment replacement. Because the Village’s costs for these items relate to both governmental and business-type functions, the costs have been allocated to each type of activity where appropriate.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Waterworks System and the Oak Brook Sports Core, both of which are major funds of the Village. Conversely, the internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for the internal service funds is provided in the form of combining statements elsewhere in this report.

(See independent auditors’ report)

MD&A 3

VILLAGE OF OAK BROOK, ILLINOIS MANAGEMENT’S DISCUSSION AND ANALYSIS (continued)

The basic proprietary fund financial statements can be found on **pages 15 through 19** of this report.

Fiduciary Funds. Fiduciary funds are used to account for resources held for the benefit of parties outside of the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the Village’s own programs. The accounting used for fiduciary funds is much like that used for proprietary funds. The Village maintains two fiduciary funds: the Police Pension Fund and the Firefighters’ Pension Fund. The Village does not adopt an annual budget for either of these funds.

The basic fiduciary fund financial statements can be found on **pages 20 and 21** of this report.

Infrastructure Assets

Prior to 2003, the Village’s largest group of assets (infrastructure assets- roads, bridges, storm sewers, etc.) were not reported nor depreciated in governmental financial statements. GASB Statement No. 34, which was implemented in 2003, requires that these assets be valued and reported within the Governmental Activities column of the Government-wide Statements. Additionally, the Village must elect to (1) depreciate the assets over their estimated useful life or (2) develop a system of asset management designed to maintain the service delivery potential to near perpetuity (modified approach). The Village has chosen to depreciate assets over their useful life. If a road project is considered maintenance-a recurring cost that does not extend the original useful life or expand its capacity-the cost of the project will be expensed. An “overlay” of a road will be considered maintenance whereas a “rebuild” of a road will be capitalized.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on **pages 22 through 68** of this report.

Other Information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the Village’s budgetary compliance and progress in funding its pension and OPEB obligations to provide benefits to its employees. Required supplementary information can be found on **pages 69 through 83** of this report.

The combining statements referred to earlier are presented immediately following the required supplementary information. Combining and individual fund statements and schedules can be found on **pages 84 through 114** of this report.

Financial Analysis of the Village as a Whole

Beyond presenting current year financial information in the government-wide and major individual fund formats, the Village also presents comparative information from the prior year in the Management’s Discussion and Analysis. By doing so, the Village is providing an additional means of analyzing its financial condition and financial position compared to December 31, 2022.

(See independent auditors’ report)

MD&A 4

VILLAGE OF OAK BROOK, ILLINOIS
MANAGEMENT’S DISCUSSION AND ANALYSIS (continued)

GOVERNMENT-WIDE STATEMENTS

The Government-wide Financial Statements were designed so that the user can determine if the Village’s financial position has improved or deteriorated from the prior year.

Statement of Net Position

The following table reflects a Summary of Net Position for fiscal years 2023 and 2022.

Table 1
Statement of Net Position Summary
As of December 31, 2023 and 2022
(in millions)

	Governmental Activities		Business-Type Activities		Total Primary Government	
	2023	2022	2023	2022	2023	2022
Assets						
Current and Other Assets	\$ 75.1	\$ 69.5	\$ 30.8	\$ 27.2	\$ 105.9	\$ 96.7
Capital Assets	80.3	81.1	41.5	41.2	121.8	122.4
Total Assets	\$ 155.4	\$ 150.6	\$ 72.3	\$ 68.4	\$ 227.7	\$ 219.0
Deferred Outflows of Resources	\$ 15.8	\$ 18.9	\$ 1.2	\$ 0.6	\$ 17.1	\$ 19.5
Liabilities						
Long-Term Liabilities	\$ 69.7	\$ 72.9	\$ 1.7	\$ 0.8	\$ 71.4	\$ 73.7
Other Liabilities	6.6	8.2	0.9	0.7	7.5	8.9
Total Liabilities	\$ 76.3	\$ 81.2	\$ 2.6	\$ 1.5	\$ 78.9	\$ 82.6
Deferred Inflows of Resources	\$ 6.4	\$ 10.5	\$ 1.5	\$ 2.5	\$ 7.9	\$ 13.0
NET POSITION						
Net Investment in Capital Assets	\$ 76.5	\$ 78.9	\$ 41.1	\$ 41.2	\$ 117.6	\$ 120.1
Restricted	21.3	17.8	-	1.0	21.3	18.8
Unrestricted	(9.2)	(18.8)	28.4	22.9	19.1	4.1
Total Net Position	\$ 88.6	\$ 77.9	\$ 69.5	\$ 65.1	\$ 158.1	\$ 143.0

Cash and investments, included in the current and other assets line, increase \$15.27 million, or 20.3% compared to the prior year. Total cash and investments were \$90.4 million on December 31, 2023, with \$62.3 million in Governmental Activities and \$28.1 million in Business-Type Activities.

The net investment in capital assets is the largest portion of net position. This represents capital assets (land, buildings, improvements, equipment, infrastructure, and construction in progress), net of accumulated depreciation, and the outstanding related debt used to acquire the assets. The Village uses these capital assets to provide services to its citizens and these assets are not available

VILLAGE OF OAK BROOK, ILLINOIS
MANAGEMENT’S DISCUSSION AND ANALYSIS (continued)

for future spending. For more detailed information, see the Statement of Net Position on **pages 7 through 8**.

Summary of Changes in Net Position

The following table summarizes the revenues and expenses found on the Statement of Activities for 2023 and 2022:

Table 2
Statement of Activities Summary
As of December 31, 2023 and 2022
(in millions)

	Governmental Activities		Business-Type Activities		Total Primary Government	
	2023	2022	2023	2022	2023	2022
Revenues						
Program Revenues						
Charges for Services	\$ 6.8	\$ 4.9	\$ 15.1	\$ 16.9	\$ 21.9	\$ 21.8
Grants and Contributions	1.3	1.2	-	-	1.3	1.2
General Revenues						
Sales and Local Use Taxes	25.4	25.5	-	-	25.4	25.5
Utility Taxes	4.3	5.2	-	-	4.3	5.2
Hotel Motel Taxes	1.6	1.4	-	-	1.6	1.4
Other Taxes	2.8	2.9	-	-	2.8	2.9
Investment Income	2.7	(0.1)	1.2	0.0	3.9	(0.0)
Miscellaneous	0.1	0.4	-	10.4	0.1	10.8
Total Revenues	\$ 44.9	\$ 41.4	\$ 16.2	\$ 27.3	\$ 61.2	\$ 68.8
Expenses						
General Government	\$ 6.2	\$ 4.3	\$ -	\$ -	\$ 6.2	\$ 4.3
Public Safety	22.5	21.2	-	-	22.5	21.2
Public Works	5.6	4.5	-	-	5.6	4.5
Culture and Recreation	1.7	1.4	-	-	1.7	1.4
Waterworks System	-	-	7.9	7.4	7.9	7.4
Sports Core	-	-	3.9	3.5	3.9	3.5
Interest and Fiscal Charges	0.0	0.1	-	-	0.0	0.1
Total Expenses	\$ 36.0	\$ 31.5	\$ 11.8	\$ 10.9	\$ 47.8	\$ 42.4
Special Item	1.7	-	-	-	1.7	-
Change in Net Position	\$ 10.7	\$ 9.9	\$ 4.4	\$ 16.5	\$ 15.1	\$ 26.4
Net Position - Beginning of Year	\$ 77.9	\$ 68.0	\$ 65.1	\$ 48.6	\$ 143.0	\$ 116.6
Net Position - End of Year	\$ 88.6	\$ 77.9	\$ 69.5	\$ 65.1	\$ 158.1	\$ 143.0

(See independent auditors’ report)
MD&A 6

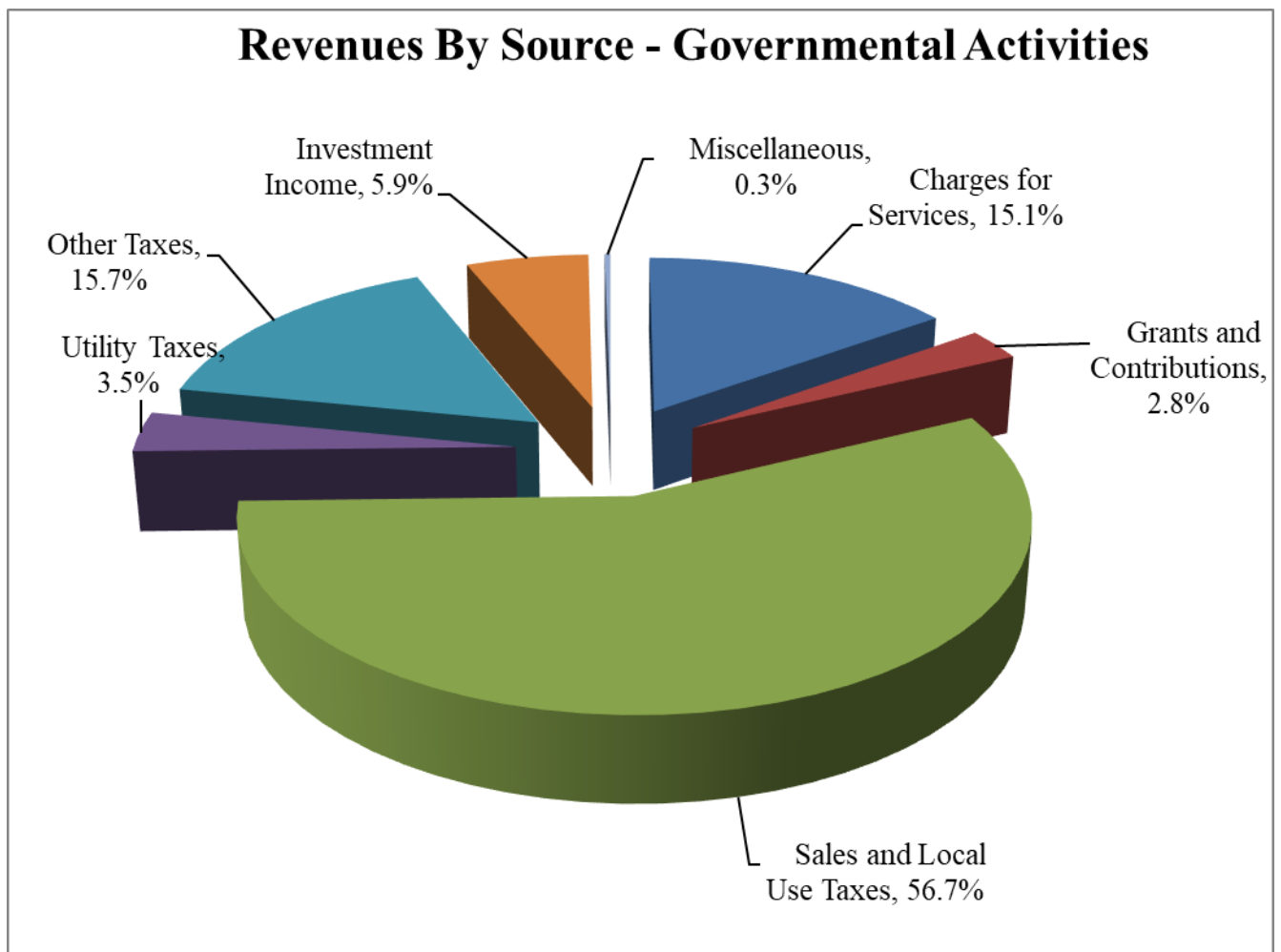
VILLAGE OF OAK BROOK, ILLINOIS
MANAGEMENT’S DISCUSSION AND ANALYSIS (continued)

As highlighted earlier, total revenues decreased \$7.6 million, or 11.0%, compared to the prior year. The decrease in 2023 revenues is due to a one-time revenue source generated by the sale of the non-corporate water main lines in 2022.

Total expenses increased \$5.4 million, or 12.8%, compared to the prior year, which is due primarily to changes for Fire and Police Pension net pension liabilities and related amounts. For the year ended December 31, 2023, the Village recognized a pension expense of \$4.3 million. In 2023 the Village Board approved a supplemental Police and Fire Pension contribution of \$2.0 million.

Governmental Activities

Revenues – Governmental Activities



For the fiscal year ended December 31, 2023, Governmental Activities revenues totaled \$44.9 million, an increase of \$3.5 million from 2022. Revenue from sales and use taxes, which continues to be the Village’s largest revenue source, amounted to \$25.4 million and was 56.5% of total Governmental Activities revenue. Sales and use tax revenue decreased \$0.1 million, or 0.3%, from 2022 revenues. Utility taxes, including taxes imposed on electric, natural gas, and telecommunications services, were \$4.3 million and accounted for 9.5% of total revenue. Utility tax revenue decreased \$0.9 million, or 17.6%, from 2022 due to overall lower usage.

(See independent auditors’ report)

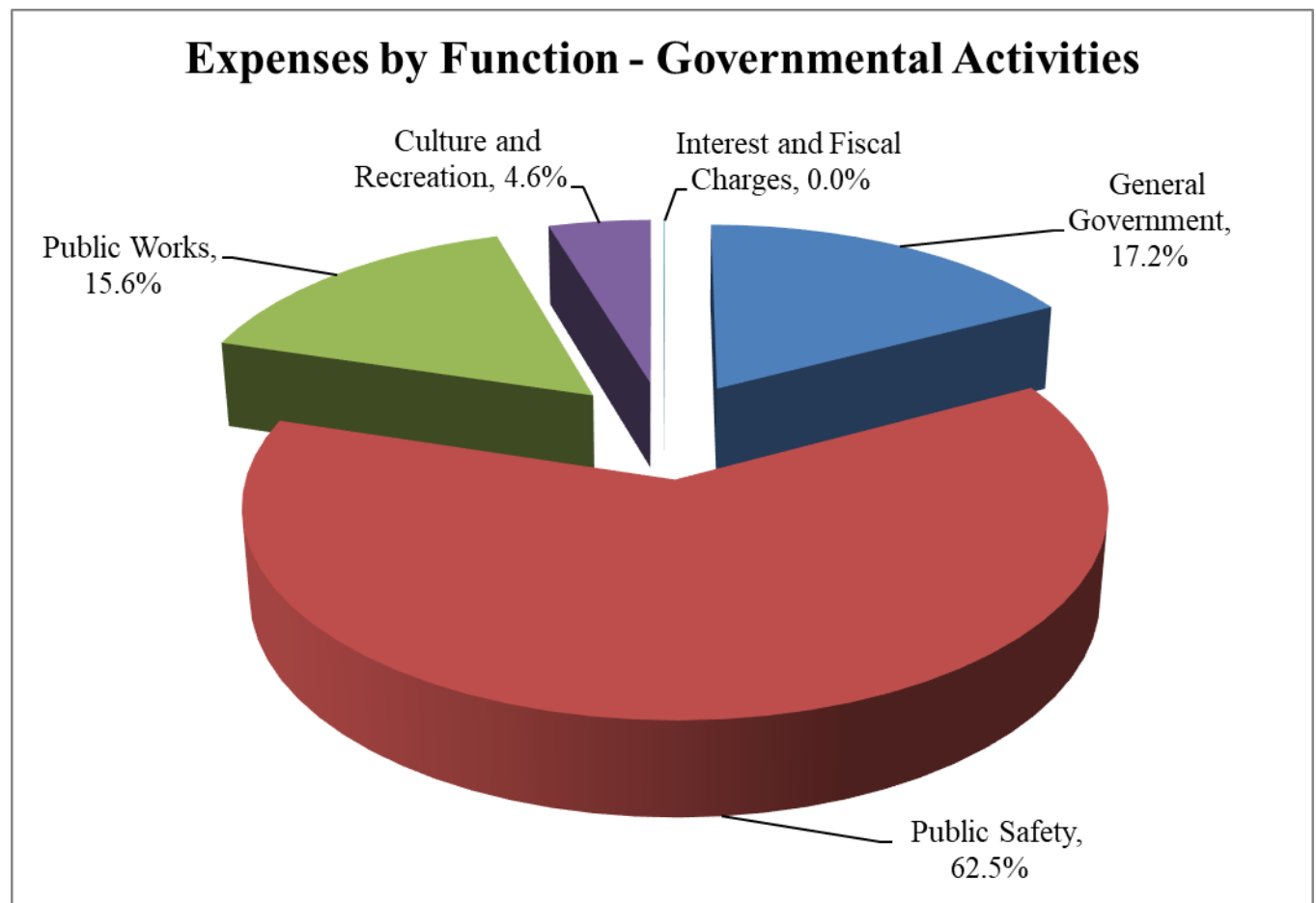
MD&A 7

VILLAGE OF OAK BROOK, ILLINOIS
MANAGEMENT’S DISCUSSION AND ANALYSIS (continued)

The “other taxes” classification includes several different revenue sources including income taxes, personal property replacement taxes, and hotel taxes. For 2023, these revenues were \$2.8 million, which accounts for 4.6% of total Governmental Activities revenues. Hotel Motel Taxes increased \$0.2 million, or 14.0%, from 2022. The increase is realized primarily from hotel tax revenues which continue to thrive with room bookings trending between 75% to 95% capacity.

The “charges for services” classification includes a number of different licenses, permits, and fees. For 2023, these revenues total \$6.8 million, or 15.1% of the Governmental Activities revenues. Charges for services increased \$1.9 million, or 39.1%, from 2022. The increase is due to large developments in 2023 and increasing fee base revenues to match industry standards.

Expenses by Function – Governmental Activities



Expenses for Governmental Activities totaled \$36.0 million in 2023, an increase of \$4.5 million, or 12.8%, from 2022. Changes by individual function include:

- General government expenses were \$6.2 million, an increase of \$1.9 million, or 44.5%, from 2022.

VILLAGE OF OAK BROOK, ILLINOIS
MANAGEMENT’S DISCUSSION AND ANALYSIS (continued)

- Public Safety expenses were \$22.5 million, an increase of \$1.3 million, or 6.0%, from 2022. The increase is due to personnel expenses from the ratification of the Police contract that initially expired in 2022. During 2023, the Village made full contributions to the pension funds in addition to supplemental contributions of \$1.0 million to both the Police and Fire Pension funds.
- Public Works expenses were \$5.6 million, an increase of \$1.1 million, or 24.2%, from 2022. The increase is primarily due to the increased cost of liability insurance and resuming capital improvements previously postponed due to supply and staffing shortages.
- Culture and recreation expenses were \$1.7 million, a modest increase of 0.3 million, from 2022. The increase is due to the cost increase of printed materials and added programs offered at the Oak Brook Library.

Business-Type Activities

The business-type activities net position increased \$4.4 million, or 6.8% from 2022. For business-type activities, revenues for the waterworks system were \$7.9 million, which increased by \$0.5 million, or 6.9%, compared to the prior year. Water customer rates were 5.0% higher from 2022, the increase in rate was to offset the City of Chicago annual water rate increase. Sports Core program revenues were \$3.9 million, which is an increase of \$0.4 million, or 12.7%, compared to the prior year.

For business-type activities, expenses for the waterworks system were \$7.9 million, an increase of \$0.5 million, or 6.9% from 2022. The increase is primarily due to personnel costs and the increasing cost of supplying water. Sports Core expenses were \$3.9 million, or a decrease of 12.7% from 2022. The decrease is due to additional cost control measures, including outsourcing pool management duties.

Revenues and Expenses - Business-Type Activities
For the Fiscal Year Ended December 31, 2023

Program	Program	
	Revenues	Expenses
Waterworks Sytem	\$ 10,085,225	\$ 7,903,632
Sports Core	4,984,656	3,945,369
Total	\$ 15,069,881	\$ 11,849,001

VILLAGE OF OAK BROOK, ILLINOIS
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

FINANCIAL ANALYSIS OF THE VILLAGES FUNDS

Governmental Funds

As noted earlier, the Village of Oak Brook uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. As of December 31, 2023, the governmental funds (as presented on the balance sheet on **page 11**) had a combined fund balance of \$64.1 million, which is an increase of \$11.8 million over the prior year. Below is a summary of major changes in the Village's major governmental funds.

General Fund Analysis

General Fund balance increased \$4.1 million in 2023, to a total of \$42.6 million. Revenues increased \$3.1 million over 2022, while expenditures increased \$6.1 million over 2022. Revenues were \$6.1 million over the original budget, while expenditures were \$1.8 million over the original budget in 2023. The increase in expenditures is primarily attributed to Public Works operations previously expensed to the Infrastructure Fund and reallocated to the General Fund in 2023.

Table 3 below details the General Fund major revenue and expenditure line items compared to original and amended budget.

Table 3
General Fund Budgetary Highlights
For the Fiscal Year Ended December 31, 2023

	Original Budget	Amended Budget	Actual
Revenues			
Intergovernmental	\$ 17,961,562	\$ 20,768,760	\$ 20,786,724
Utility Taxes	5,623,000	4,286,590	4,286,590
Licenses & Permits	1,950,485	3,834,611	3,843,934
Charges for Services	2,137,621	2,998,929	2,714,860
Other	733,300	2,310,100	2,859,985
Total Revenues	\$ 28,405,968	\$ 34,198,990	\$ 34,492,093
Expenditures			
General Government	\$ 4,978,203	\$ 4,930,742	\$ 4,826,926
Public Safety	19,436,355	20,505,953	21,407,378
Public Works	2,930,766	2,631,784	2,631,784
Culture and Recreation	1,075,680	1,082,354	1,082,354
Debt Service	-	-	226,273
Total Expenditures	\$ 28,421,004	\$ 29,150,833	\$ 30,174,715
Other Financing Sources (Uses)	\$ -	\$ (1,500,000)	\$ (241,087)
Change in Fund Balance	\$ (15,036)	\$ 3,548,157	\$ 4,076,291

(See independent auditors' report)
MD&A 10

VILLAGE OF OAK BROOK, ILLINOIS
MANAGEMENT’S DISCUSSION AND ANALYSIS (continued)

General Fund intergovernmental revenues were over budget. The Village uses a conservative benchmark due to heavy reliance on elastic revenue sources to fund General Fund operations. Although a temporary spike in inflation can boost sales tax revenues, persistently high inflation has historically led to decreased consumer and business spending and as a result, weaker collections. Within the intergovernmental category, sales tax revenue receipts were \$1.5 million higher than budget projections. Utility taxes were under budget by \$1.3 million due to a general slowdown in usage. Licenses and Permits revenues were \$1.9 million over budget projections due to strong building permit revenues from commercial development. Charges for Services revenues were \$0.6 million over budget projections due primarily to the increase in community services.

General Fund expenditures continue to be conservative in annual spending. Actual expenditures were higher than originally budgeted in 2023 by nearly \$1.7 million. The increase in expenditures is primarily attributed to Public Works operations previously expensed to the Infrastructure Fund reallocated to the General Fund in 2023.

The fund balance in the Infrastructure Fund increased \$6.6 million from 2022 to 2023, to a total of \$15.5 million. The Village capital budget includes several major street improvements projects in 2023. Many of these projects will carry into 2024 and beyond. The Infrastructure Fund historically accumulates and saves funds for major projects; therefore, it is common to see significant increases or decreases in the fund balance each year depending on project schedules.

Capital Assets

The following table reflects the Village’s capital asset balances as of December 31, 2023, and 2022.

Table 4
Capital Assets
As of December 31, 2023 and 2022
(in millions)

	Governmental Activities		Business-Type Activities		Total Primary Government	
	2023	2022	2023	2022	2023	2022
Land and Land Right of Way	\$ 33.2	\$ 33.2	\$ 8.3	\$ 8.3	\$ 41.5	\$ 41.5
Construction in Progress	0.1	1.1	0.3	1.2	0.4	2.3
Buildings and Land Improvements	27.7	27.7	12.4	11.1	40.1	38.8
Machinery, Vehicles, and Equipment	9.3	8.8	7.7	7.6	17.1	16.4
Infrastructure	58.8	57.1	37.9	36.4	96.6	93.5
Intangible Capital Assets - Right to Use	3.6	2.7	-	-	3.6	2.7
Total	\$ 132.7	\$ 130.5	\$ 66.5	\$ 64.7	\$ 199.3	\$ 195.2
Accumulated Depreciation - Tangible	\$ (51.4)	\$ (48.9)	\$ (25.0)	\$ (23.4)	\$ (76.4)	\$ (72.4)
Accumulated Depreciation - Intangible	(1.0)	(0.5)	-	-	(1.0)	(0.5)
	\$ (52.4)	\$ (49.4)	\$ (25.0)	\$ (23.4)	\$ (77.5)	\$ (72.9)
Total Capital Assets	\$ 80.3	\$ 81.1	\$ 41.5	\$ 41.2	\$ 121.8	\$ 122.3

(See independent auditors’ report)

MD&A 11

VILLAGE OF OAK BROOK, ILLINOIS
MANAGEMENT’S DISCUSSION AND ANALYSIS (continued)

At year-end, the Village’s net investment in capital assets (net of accumulated depreciation and related long-term debt) for both its governmental and business-type activities was \$121.8 million, a decrease of \$0.5 million from 2022 (see Note 5 in the Notes to the Financial Statements for further information regarding capital assets). Major capital asset events during 2023 were:

- For Governmental Activities, major capital projects include road and bridge improvements, facility projects, and vehicle replacements.
- For Business-Type Activities, capital spending includes Oak Brook Golf Course Improvements, Golf Clubhouse Renovations, Water Main Improvements, and various equipment replacements.

Long-Term Debt

As a “non-home rule community,” the Village’s legal general obligation debt limit is 8.625 percent of equalized assessed valuation (EAV), or \$148,679,632 based on January 1, 2023, EAV of \$1,723,821,817. As of December 31, 2023, the Village had no debt outstanding applicable to the legal limit (see Note 6 in the Notes to the Financial Statements for details of each issue). Table 5 below summarizes the Village’s outstanding long-term debt:

Table 5
Long-Term Debt
As of December 31, 2023 and 2022
(in millions)

	Governmental Activities		Business-Type Activities		Total Primary Government	
	2023	2022	2023	2022	2023	2022
Note Payable	\$ -	\$ 2.0	\$ -	\$ -	\$ -	\$ 2.0
Leases	1.9	0.7	-	-	1.9	0.7
SBITAs	0.4	0.2	-	-	0.4	0.2
Total Long-Term Debt	\$ 2.3	\$ 2.9	\$ -	\$ -	\$ 2.3	\$ 2.9

The Village’s note payable is to the Tax Increment Financing (TIF) District developers for certain improvements in the TIF area located at the Promenade (22nd Street and Meyers Road). The TIF Note is not a general obligation to the Village, and it reached its date of final maturity on February 1, 2023. On December 12, 2023, the Village passed Ordinance S-1678, an ordinance providing for the termination of the Oak Brook TIF #1 Butterfield-Meyers Road Development Project Area, and the dissolution of the 2005 Village of Oak Brook TIF #1 Butterfield-Meyers Road Development Project Area Special Tax Allocation Fund.

In 2018, the Village entered into an agreement to lease certain administration, public works, and public safety vehicles. In 2023, one Peterbilt truck was replaced, leaving the total number of leased vehicles at thirty-one. These leases run for three and five years, depending on vehicle type and department function.

**VILLAGE OF OAK BROOK, ILLINOIS
MANAGEMENT’S DISCUSSION AND ANALYSIS (continued)**

Economic Factors and Next Year’s Budget

Whereas real estate taxes are typically a major source of revenue in most other municipalities, the Village of Oak Brook does not levy a tax on real estate. In addition, since Oak Brook is a non-home rule community and is subject to the tax cap, this effectively limits the Village’s real estate tax levy at \$-0-. Thus, as compared to other municipalities, Oak Brook’s revenue stream is much more dependent on the local and national economy since sales taxes, utility taxes, and state-shared revenues are the primary sources of income to the Village.

During fiscal year 2023, unassigned fund balance in the General Fund increased from \$38.5 million to \$42.5 million, primarily due to strong sales tax revenue collections, and expenditure control measures. Total 2023 General Fund revenues increased \$4.1 million from 2022, while expenditures decreased \$0.9 million from 2022. The Village strives to maintain a strong reserve balance due to the volatility of its major revenue sources.

The 2024 Budget continues to be a conservative financial plan while providing excellent services to its residents and business community. The total 2024 budgeted revenues are \$61.1 million, an increase of \$3.8 million, or 6.6%, from the 2023 Budget (excludes Pension Trust and Foreign Fire Tax Funds). The total spending in the 2023 Budget is \$60.3 million, an increase of \$3.1 million, or 5.4%, from the 2023 Budget (excludes Pension Trust and Foreign Fire Tax Funds).

The projected ending cash balance for 2024 in the General Corporate Fund of \$39.1 million is equal to 16.0 months of operating expenditures, which is above the Village’s six-month reserve policy.

CONTACTING THE VILLAGE’S FINANCE DEPARTMENT

This financial report is designed to provide our citizens, customers, investors, and creditors with a general overview of the Village’s finances and to demonstrate accountability for the money it receives. Questions concerning this report or requests for additional financial information should be directed to Marilyn Fumero, Finance Director, Village of Oak Brook, 1200 Oak Brook Road, Oak Brook, IL 60523.

BASIC FINANCIAL STATEMENTS

VILLAGE OF OAK BROOK, ILLINOIS

STATEMENT OF NET POSITION

December 31, 2023

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash and investments	\$ 62,299,554	\$ 28,070,699	\$ 90,370,253
Receivables (net, where applicable, of allowance for uncollectibles)			
Sales taxes	7,203,005	-	7,203,005
Utility tax	602,561	-	602,561
Accounts	1,016,844	-	1,016,844
Allotments	31,860	869,958	901,818
Accrued interest	94,945	28,202	123,147
Leases	2,716,722	999,464	3,716,186
PPP receivable	-	283,580	283,580
Other	1,059,271	284,959	1,344,230
Internal balances	(163,527)	163,527	-
Prepaid expenses	183,981	-	183,981
Inventory	75,477	108,899	184,376
Capital assets not being depreciated	33,305,666	8,575,341	41,881,007
Capital assets being depreciated, net of accumulated depreciation and amortization	46,994,539	32,959,036	79,953,575
 Total assets	 155,420,898	 72,343,665	 227,764,563
DEFERRED OUTFLOWS OF RESOURCES			
Pension items - Police Pension	7,457,138	-	7,457,138
Pension items - Firefighters' Pension	3,348,948	-	3,348,948
Pension items - IMRF	3,787,217	874,779	4,661,996
Deferred outflows of resources - OPEB	1,230,835	82,362	1,313,197
Deferred outflows of resources - ARO	-	288,000	288,000
 Total deferred outflows of resources	 15,824,138	 1,245,141	 17,069,279
 Total assets and deferred outflows of resources	 171,245,036	 73,588,806	 244,833,842
LIABILITIES			
Accounts payable	2,646,309	839,876	3,486,185
Accrued payroll	597,149	21,702	618,851
Deposits payable	2,131,832	156	2,131,988
Unearned revenue	1,191,471	39,872	1,231,343
Long-term liabilities			
Due within one year	1,890,647	90,080	1,980,727
Due in more than one year	67,834,379	1,603,847	69,438,226
 Total liabilities	 76,291,787	 2,595,533	 78,887,320

(This statement is continued on the following page.)

VILLAGE OF OAK BROOK, ILLINOIS

STATEMENT OF NET POSITION (Continued)

December 31, 2023

	Governmental Activities	Business-Type Activities	Total
DEFERRED INFLOWS OF RESOURCES			
Pension items - Police Pension	\$ 218,787	\$ -	\$ 218,787
Pension items - Firefighters' Pension	69,020	-	69,020
Deferred inflows of resources - OPEB	3,515,167	235,221	3,750,388
Deferred inflows of resources - leases	2,586,248	981,648	3,567,896
Deferred inflows of resources - PPP	-	278,891	278,891
Total deferred inflows of resources	6,389,222	1,495,760	7,884,982
Total liabilities and deferred inflows of resources	82,681,009	4,091,293	86,772,302
NET POSITION			
Net investment in capital assets	76,469,408	41,105,504	117,574,912
Restricted for			
Infrastructure	15,370,611	-	15,370,611
Highways and streets	2,022,102	-	2,022,102
Fire department	177,548	-	177,548
Culture and recreation	3,771,197	-	3,771,197
Unrestricted (deficit)	(9,246,839)	28,392,009	19,145,170
TOTAL NET POSITION	\$ 88,564,027	\$ 69,497,513	\$ 158,061,540

See accompanying notes to financial statements.

VILLAGE OF OAK BROOK, ILLINOIS

STATEMENT OF ACTIVITIES

For the Year Ended December 31, 2023

FUNCTIONS/PROGRAMS	Expenses	Program Revenues		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
PRIMARY GOVERNMENT				
Governmental Activities				
General government	\$ 6,212,164	\$ 4,482,222	\$ -	\$ -
Public safety	22,471,090	2,250,695	225,844	683,778
Public works	5,615,192	62,786	352,327	-
Culture and recreation	1,651,744	7,709	-	-
Interest and fees	16,293	-	-	-
Total governmental activities	35,966,483	6,803,412	578,171	683,778
Business-Type Activities				
Water and sewer	7,903,632	10,085,225	-	-
Sports core	3,945,369	4,984,656	-	-
Total business-type activities	11,849,001	15,069,881	-	-
TOTAL PRIMARY GOVERNMENT	\$ 47,815,484	\$ 21,873,293	\$ 578,171	\$ 683,778

	Net (Expense) Revenue and Change in Net Position		
	Primary Government		
	Governmental Activities	Business-Type Activities	Total
	\$ (1,729,942)	\$ -	\$ (1,729,942)
	(19,310,773)	-	(19,310,773)
	(5,200,079)	-	(5,200,079)
	(1,644,035)	-	(1,644,035)
	(16,293)	-	(16,293)
	(27,901,122)	-	(27,901,122)
	-	2,181,593	2,181,593
	-	1,039,287	1,039,287
	-	3,220,880	3,220,880
	(27,901,122)	3,220,880	(24,680,242)
General Revenues			
Taxes			
Property	455,451	-	455,451
Sales	7,603,145	-	7,603,145
Local use	320,810	-	320,810
Utility	4,286,590	-	4,286,590
Hotel/motel	1,576,776	-	1,576,776
Other	129,005	-	129,005
Intergovernmental			
State sales tax	17,524,488	-	17,524,488
State income tax	1,303,915	-	1,303,915
Personal property replacement	869,774	-	869,774
Investment income	2,652,880	1,179,623	3,832,503
Miscellaneous	127,447	-	127,447
Total	36,850,281	1,179,623	38,029,904
SPECIAL ITEM	1,736,063	-	1,736,063
CHANGE IN NET POSITION	10,685,222	4,400,503	15,085,725
NET POSITION, JANUARY 1	77,878,805	65,097,010	142,975,815
NET POSITION, DECEMBER 31	\$ 88,564,027	\$ 69,497,513	\$ 158,061,540

See accompanying notes to financial statements.

VILLAGE OF OAK BROOK, ILLINOIS

BALANCE SHEET
GOVERNMENTAL FUNDS

December 31, 2023

	General	Infrastructure	Nonmajor Governmental	Total Governmental
ASSETS				
Cash and investments	\$ 39,104,145	\$ 15,427,955	\$ 5,847,292	\$ 60,379,392
Receivables				
Sales taxes	4,998,802	2,204,203	-	7,203,005
Utility taxes	602,561	-	-	602,561
Accounts	1,016,844	-	-	1,016,844
Allotments	-	-	31,860	31,860
Accrued interest	68,633	18,732	5,768	93,133
Lease	2,716,722	-	-	2,716,722
Other	630,846	99,800	281,877	1,012,523
Inventories	1,467	-	-	1,467
Prepaid items	58,981	125,000	-	183,981
TOTAL ASSETS	\$ 49,199,001	\$ 17,875,690	\$ 6,166,797	\$ 73,241,488
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
LIABILITIES				
Accounts payable	\$ 1,232,283	\$ 1,288,215	\$ 95,950	\$ 2,616,448
Accrued payroll	592,529	1,009	-	593,538
Deposits payable	2,131,832	-	-	2,131,832
Unearned revenue	71,915	1,090,855	-	1,162,770
Total liabilities	4,028,559	2,380,079	95,950	6,504,588
DEFERRED INFLOWS OF RESOURCES				
Leases	2,586,248	-	-	2,586,248
Unavailable other receivables	-	-	100,000	100,000
Total deferred inflows of resources	2,586,248	-	100,000	2,686,248
Total liabilities and deferred inflows of resources	6,614,807	2,380,079	195,950	9,190,836
FUND BALANCES				
Nonspendable				
Inventory	1,467	-	-	1,467
Prepaid items	58,981	125,000	-	183,981
Restricted				
Infrastructure	-	15,370,611	-	15,370,611
Highways and streets	-	-	2,022,102	2,022,102
Public safety	-	-	177,548	177,548
Culture and recreation	-	-	3,771,197	3,771,197
Unassigned	42,523,746	-	-	42,523,746
Total fund balances	42,584,194	15,495,611	5,970,847	64,050,652
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	\$ 49,199,001	\$ 17,875,690	\$ 6,166,797	\$ 73,241,488

See accompanying notes to financial statements.

VILLAGE OF OAK BROOK, ILLINOIS

RECONCILIATION OF FUND BALANCES OF GOVERNMENTAL FUNDS TO THE GOVERNMENTAL ACTIVITIES IN THE STATEMENT OF NET POSITION

December 31, 2023

FUND BALANCES OF GOVERNMENTAL FUNDS	\$ 64,050,652
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the governmental funds	76,070,447
Unavailable other receivables recognized in the statement of net position do not provide current financial resources and are included as deferred inflows of resources in the governmental funds balance sheet	100,000
Differences between expected and actual experiences, assumption changes, and net difference between projected and actual earnings for the Police Pension Fund are recognized as deferred outflows and inflows of resources on the statement of net position	7,238,351
Differences between expected and actual experiences, assumption changes, and net difference between projected and actual earnings for the Firefighters' Pension Fund are recognized as deferred outflows and inflows of resources on the statement of net position	3,279,928
Differences between expected and actual experiences, assumption changes, and net difference between projected and actual earnings for the Illinois Municipal Retirement Fund are recognized as deferred outflows and inflows of resources on the statement of net position	3,677,116
Differences between expected and actual experiences, assumption changes, and net difference between projected and actual earnings for the other postemployment benefit plan are recognized as deferred outflows and inflows of resources on the statement of net position	(2,269,701)
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds	
Net pension liability - Police Pension	(30,779,690)
Net pension liability - Firefighters' Pension	(26,105,296)
Net pension liability - IMRF	(4,154,030)
SBITAs	(405,602)
Installment contract	(315,668)
Compensated absences payable	(1,096,319)
Other postemployment benefit liability	(4,799,433)
The net position of the Internal Service Fund is included in the governmental activities in the statement of net position	4,073,272
NET POSITION OF GOVERNMENTAL ACTIVITIES	<u>\$ 88,564,027</u>

See accompanying notes to financial statements.

VILLAGE OF OAK BROOK, ILLINOIS

**STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS**

For the Year Ended December 31, 2023

	General	Infrastructure	Nonmajor Governmental	Total Governmental
REVENUES				
Intergovernmental	\$ 20,786,724	\$ -	\$ 605,707	\$ 21,392,431
Non-home rule sales tax	-	7,528,765	-	7,528,765
Utility taxes	4,286,590	-	-	4,286,590
Hotel/motel taxes	-	-	1,576,776	1,576,776
Licenses and permits	3,843,934	-	-	3,843,934
Charges for services	2,714,860	-	-	2,714,860
Property taxes	-	-	455,451	455,451
Fines and penalties	244,617	-	-	244,617
Investment income	1,866,677	562,842	223,361	2,652,880
Miscellaneous	748,691	102,362	4,432	855,485
Total revenues	34,492,093	8,193,969	2,865,727	45,551,789
EXPENDITURES				
Current				
General government	4,826,926	236,874	432,020	5,495,820
Public safety	21,407,378	111,500	121,060	21,639,938
Public works	2,631,784	2,230,953	-	4,862,737
Culture and recreation	1,082,354	-	418,249	1,500,603
Debt service				
Principal	222,837	-	257,000	479,837
Interest and fiscal charges	3,436	-	79,793	83,229
Total expenditures	30,174,715	2,579,327	1,308,122	34,062,164
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	4,317,378	5,614,642	1,557,605	11,489,625
OTHER FINANCING SOURCES (USES)				
Transfers in	-	1,000,000	-	1,000,000
Transfers (out)	(996,604)	-	(503,396)	(1,500,000)
SBITA issuance	344,261	-	-	344,261
Installment contract issuance	411,256	-	-	411,256
Total other financing sources (uses)	(241,087)	1,000,000	(503,396)	255,517
NET CHANGE IN FUND BALANCES	4,076,291	6,614,642	1,054,209	11,745,142
FUND BALANCES, JANUARY 1	38,507,903	8,880,969	4,916,638	52,305,510
FUND BALANCES, DECEMBER 31	\$ 42,584,194	\$ 15,495,611	\$ 5,970,847	\$ 64,050,652

See accompanying notes to financial statements.

VILLAGE OF OAK BROOK, ILLINOIS

**RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES TO THE
GOVERNMENTAL ACTIVITIES IN THE STATEMENT OF ACTIVITIES**

For the Year Ended December 31, 2023

NET CHANGE IN FUND BALANCES - TOTAL GOVERNMENTAL FUNDS	\$ 11,745,142
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlay as expenditures; however, they are capitalized on the statement of net position and depreciated on the statement of activities	1,727,624
Depreciation expense does not require the use of current financial resources and, therefore, is not reported as an expenditure in governmental funds	(2,410,533)
Loss on disposal of capital assets	(62,988)
Extinguishment of the remaining Promenade TIF note payable is subject to the control of the Village but for which was not related to the Village's ordinary typical activities is reported as a special item on the statement of activities	1,736,063
Receivables not currently available are reported as revenue when collected or currently available in the fund financial statements but are recognized as revenue when earned in the government-wide financial statements	(828,036)
The repayment of the principal portion of long-term debt is reported as an expenditure when due in governmental funds but as a reduction of principal outstanding on the statement of net position	479,837
The issuance of SBITA liabilities is reported as an other financing source in the governmental funds but as an increase of principal outstanding in the statement of activities	(344,261)
The issuance of the installment contract liability is reported as an other financing source in the governmental funds but as an increase of principal outstanding in the statement of activities	(411,256)
The change in accrued interest is reported as expenses on the statement of activities	66,936
The change in compensated absences payable is shown as an expense of the statement of activities	75,187
The change in the other postemployment benefit liability, deferred outflows and inflows of resources	(8,366)
The change in the Police Pension Fund net pension liability and deferred outflows/inflows of resources is not a source or use of a financial resource	(1,048,570)
The change in the Firefighters' Pension Fund net pension liability and deferred outflows of resources is not a source or use of a financial resource	(338,111)
The change in the Illinois Municipal Retirement Fund net pension liability and deferred outflows/inflows of resources is not a source or use of a financial resource	(572,395)
The change in net position of Internal Service Funds is reported in governmental activities	878,949
CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES	<u>\$ 10,685,222</u>

See accompanying notes to financial statements.

VILLAGE OF OAK BROOK, ILLINOIS

**STATEMENT OF NET POSITION
PROPRIETARY FUNDS**

December 31, 2023

	Business-Type Activities			Governmental Activities
	Waterworks System	Sports Core	Total	Internal Service
CURRENT ASSETS				
Cash and investments	\$ 24,654,715	\$ 3,415,984	\$ 28,070,699	\$ 1,920,162
Receivables				
Billed and unbilled water sales	869,958	-	869,958	-
Accrued interest	17,153	11,049	28,202	1,812
Leases	-	999,464	999,464	-
PPP receivable	-	283,580	283,580	-
Other	187,437	97,522	284,959	46,748
Inventory	-	108,899	108,899	74,010
Total current assets	25,729,263	4,916,498	30,645,761	2,042,732
NONCURRENT ASSETS				
Capital assets				
Assets not being depreciated	460,669	8,114,672	8,575,341	-
Assets being depreciated				
Cost	43,900,314	14,071,666	57,971,980	5,775,608
Accumulated depreciation	(16,253,709)	(8,759,235)	(25,012,944)	(3,655,150)
Intangible	-	-	-	3,045,598
Accumulated amortization	-	-	-	(936,298)
Net capital assets being depreciated and amortized	27,646,605	5,312,431	32,959,036	4,229,758
Net capital assets	28,107,274	13,427,103	41,534,377	4,229,758
Total noncurrent assets	28,107,274	13,427,103	41,534,377	4,229,758
Total assets	53,836,537	18,343,601	72,180,138	6,272,490
DEFERRED OUTFLOWS OF RESOURCES				
Pension items - IMRF	395,509	479,270	874,779	110,101
Deferred outflows of resources - OPEB	29,835	52,527	82,362	7,883
Deferred outflows of resources - ARO	288,000	-	288,000	-
Total deferred outflows of resources	713,344	531,797	1,245,141	117,984
Total assets and deferred outflows of resources	54,549,881	18,875,398	73,425,279	6,390,474

(This statement is continued on the following page.)

VILLAGE OF OAK BROOK, ILLINOIS

STATEMENT OF NET POSITION (Continued)
PROPRIETARY FUNDS

December 31, 2023

	Business-Type Activities			Governmental Activities
	Waterworks System	Sports Core	Total	Internal Service
CURRENT LIABILITIES				
Accounts payable	\$ 583,486	\$ 256,390	\$ 839,876	\$ 29,861
Accrued payroll	11,250	10,452	21,702	3,611
Current compensated absences payable	30,269	39,825	70,094	6,179
Deposits payable	-	156	156	-
Interest payable	-	-	-	-
Unearned revenue	-	39,872	39,872	28,701
Current other postemployment benefit liability	7,291	12,695	19,986	3,179
Current lease obligation	-	-	-	191,459
Total current liabilities	632,296	359,390	991,686	262,990
NONCURRENT LIABILITIES				
Compensated absences payable	5,342	7,027	12,369	1,090
Net pension liability	446,807	541,428	988,235	124,384
Other postemployment benefit liability	109,794	193,449	303,243	27,758
Asset retirement obligation	300,000	-	300,000	-
Lease obligation	-	-	-	1,714,939
Total noncurrent liabilities	861,943	741,904	1,603,847	1,868,171
Total liabilities	1,494,239	1,101,294	2,595,533	2,131,161
DEFERRED INFLOWS OF RESOURCES				
Deferred inflows of resources - OPEB	85,205	150,016	235,221	22,514
Deferred inflows of resources - leases	-	981,648	981,648	-
Deferred inflows of resources - PPP	-	278,891	278,891	-
Total deferred inflows of resources	85,205	1,410,555	1,495,760	22,514
Total liabilities and deferred inflows of resources	1,579,444	2,511,849	4,091,293	2,153,675
NET POSITION				
Net investment in capital assets	27,678,401	13,427,103	41,105,504	2,323,360
Unrestricted	25,292,036	2,936,446	28,228,482	1,913,439
TOTAL NET POSITION	<u>\$ 52,970,437</u>	<u>\$ 16,363,549</u>	69,333,986	<u>\$ 4,236,799</u>
Adjustment to reflect the consolidation of internal service fund activities related to enterprise funds			163,527	
TOTAL NET POSITION OF BUSINESS-TYPE ACTIVITIES			<u>\$ 69,497,513</u>	

See accompanying notes to financial statements.

VILLAGE OF OAK BROOK, ILLINOIS

STATEMENT OF REVENUES, EXPENSES, AND
CHANGES IN NET POSITION
PROPRIETARY FUNDS

For the Year Ended December 31, 2023

	Business-Type Activities			Governmental Activities
	Waterworks System	Sports Core	Total	Internal Service
OPERATING REVENUES				
Charges for services	\$ 10,085,225	\$ 4,972,088	\$ 15,057,313	\$ 4,895,176
Total operating revenues	10,085,225	4,972,088	15,057,313	4,895,176
OPERATING EXPENSES				
Operations	6,760,363	3,404,143	10,164,506	740,867
Claims and insurance	-	-	-	3,034,426
Depreciation and amortization	1,170,709	555,114	1,725,823	933,599
Total operating expenses	7,931,072	3,959,257	11,890,329	4,708,892
OPERATING INCOME	2,154,153	1,012,831	3,166,984	186,284
NON-OPERATING REVENUES (EXPENSES)				
Investment income	1,150,165	29,458	1,179,623	53,894
Interest expense	-	-	-	(46,941)
Miscellaneous	-	12,568	12,568	35,151
Total non-operating revenues (expenses)	1,150,165	42,026	1,192,191	42,104
INCOME BEFORE TRANSFERS AND CONTRIBUTIONS	3,304,318	1,054,857	4,359,175	228,388
TRANSFERS IN	-	-	-	500,000
CAPITAL GRANTS AND CONTRIBUTIONS	-	-	-	191,889
CHANGE IN NET POSITION	3,304,318	1,054,857	4,359,175	920,277
NET POSITION, JANUARY 1	49,666,119	15,308,692		3,316,522
NET POSITION, DECEMBER 31	\$ 52,970,437	\$ 16,363,549		\$ 4,236,799
Adjustment to reflect the consolidation of internal service fund activities related to enterprise funds			41,328	
CHANGE IN NET POSITION OF BUSINESS-TYPE ACTIVITIES			\$ 4,400,503	

See accompanying notes to financial statements.

VILLAGE OF OAK BROOK, ILLINOIS

**STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS**

For the Year Ended December 31, 2023

	Business-Type Activities			Governmental Activities
	Waterworks System	Sports Core	Total	Internal Service
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from customers and users	\$ 10,130,390	\$ 4,735,844	\$ 14,866,234	\$ 379,940
Receipts from internal service transactions	-	-	-	4,613,490
Payments to suppliers	(6,121,604)	(1,978,500)	(8,100,104)	(4,291,635)
Payments to employees	(639,491)	(1,186,393)	(1,825,884)	(202,557)
Net cash from operating activities	3,369,295	1,570,951	4,940,246	499,238
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Amounts received from (paid to) other funds	-	-	-	500,000
Net cash from noncapital financing activities	-	-	-	500,000
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Purchases of capital assets	(1,322,466)	(278,127)	(1,600,593)	(240,895)
Proceeds from disposal of capital assets	15,029	15,057	30,086	51,092
Grant proceeds	-	-	-	191,889
Principal payments on leases	-	-	-	(752,584)
Interest payments on leases	-	-	-	(93,141)
Net cash from capital and related financing activities	(1,307,437)	(263,070)	(1,570,507)	(843,639)
CASH FLOWS FROM INVESTING ACTIVITIES				
Sale of investment securities	161,462	-	161,462	-
Interest	1,155,800	30,189	1,185,989	16,149
Net cash from investing activities	1,317,262	30,189	1,347,451	16,149
NET INCREASE IN CASH AND CASH EQUIVALENTS	3,379,120	1,338,070	4,717,190	171,748
CASH AND CASH EQUIVALENTS, JANUARY 1	18,043,152	2,077,914	20,121,066	1,388,721
CASH AND CASH EQUIVALENTS, DECEMBER 31	\$ 21,422,272	\$ 3,415,984	\$ 24,838,256	\$ 1,560,469

(This statement is continued on the following page.)

VILLAGE OF OAK BROOK, ILLINOIS

STATEMENT OF CASH FLOWS (Continued)
PROPRIETARY FUNDS

For the Year Ended December 31, 2023

	Business-Type Activities			Governmental Activities
	Waterworks System	Sports Core	Total	Internal Service
CASH AND INVESTMENTS				
Cash and cash equivalents	\$ 21,422,272	\$ 3,415,984	\$ 24,838,256	\$ 1,560,469
Investments	3,232,443	-	3,232,443	359,693
TOTAL CASH AND INVESTMENTS	\$ 24,654,715	\$ 3,415,984	\$ 28,070,699	\$ 1,920,162
RECONCILIATION OF OPERATING INCOME TO NET CASH FLOWS FROM OPERATING ACTIVITIES				
Operating income	\$ 2,154,153	\$ 1,012,831	\$ 3,166,984	\$ 186,284
Adjustments to reconcile operating income to net cash from operating activities				
Depreciation and amortization	1,170,709	555,114	1,725,823	933,599
Changes in current assets and liabilities				
Accounts receivable	45,165	52,996	98,161	98,254
Prepaid expenses	-	-	-	144
Inventory	-	19,029	19,029	(12,657)
Accounts payable	(73,466)	(97,139)	(170,605)	(628,048)
Accrued payroll	2,494	(10)	2,484	604
Deposits payable	-	(53,294)	(53,294)	-
Compensated absences payable	8,662	13,642	22,304	(926)
Leases	-	(11,860)	(11,860)	-
PPP	-	(4,689)	(4,689)	-
Pension items - IMRF	61,374	77,770	139,144	17,246
Pension items - OPEB	204	361	565	55
Unearned revenue	-	6,200	6,200	524
Claims payable	-	-	-	(95,841)
NET CASH FROM OPERATING ACTIVITIES	\$ 3,369,295	\$ 1,570,951	\$ 4,940,246	\$ 499,238
NONCASH TRANSACTIONS				
Assets acquired through lease	\$ -	\$ -	\$ -	\$ 456,977
Loss on disposal of capital assets	-	-	-	15,941
Capital assets in accounts payable	-	112,540	112,540	-
TOTAL NONCASH TRANSACTIONS	\$ -	\$ 112,540	\$ 112,540	\$ 472,918

See accompanying notes to financial statements.

VILLAGE OF OAK BROOK, ILLINOIS

**STATEMENT OF FIDUCIARY NET POSITION
PENSION TRUST FUNDS**

December 31, 2023

ASSETS

Cash and short-term investments	\$ 3,509,463
Investments held in the Illinois Police Officer's Pension Investment Fund	41,675,815
Investments held in the Illinois Firefighters's Pension Investment Fund	34,448,588
Prepaid items	<u>7,898</u>
Total assets	<u>79,641,764</u>

LIABILITIES

Accounts payable	<u>10,745</u>
Total liabilities	<u>10,745</u>

**NET POSITION RESTRICTED
FOR PENSIONS**

\$ 79,631,019

See accompanying notes to financial statements.

VILLAGE OF OAK BROOK, ILLINOIS

**STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
PENSION TRUST FUNDS**

For the Year Ended December 31, 2023

ADDITIONS

Contributions	
Employer	\$ 5,602,396
Employee	<u>845,408</u>
Total contributions	<u>6,447,804</u>
Investment income	
Net appreciation in fair value of investments	8,636,257
Interest	<u>865,399</u>
Total investment income	9,501,656
Less investment expenses	<u>(94,569)</u>
Net investment income	<u>9,407,087</u>
Total additions	<u>15,854,891</u>

DEDUCTIONS

Benefits and refunds	7,151,613
Administrative expenses	<u>92,334</u>
Total deductions	<u>7,243,947</u>

NET INCREASE 8,610,944

**NET POSITION RESTRICTED
FOR PENSIONS**

January 1	<u>71,020,075</u>
December 31	<u><u>\$ 79,631,019</u></u>

See accompanying notes to financial statements.

VILLAGE OF OAK BROOK, ILLINOIS

NOTES TO FINANCIAL STATEMENTS

December 31, 2023

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Village of Oak Brook, Illinois (the Village) was incorporated in 1958. The Village is a non-home rule municipality, under the 1970 Illinois Constitution, located in DuPage County, Illinois. The Village operates under a President-Trustee form of government and provides the following services as authorized by its charter: public safety (police and fire protection), recreation facilities, a free public library, water supply, storm water collection, public works operations, road maintenance, building and inspectional services, and general administrative services.

The accounting policies of the Village conform to accounting principles generally accepted in the United States of America, as applicable to governments (hereinafter referred to as generally accepted accounting principles (GAAP)). The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The following is a summary of the more significant policies:

a. Reporting Entity

The Village was incorporated in 1958. The Village is a municipal corporation governed by an elected eight-member board. As required by GAAP, these financial statements present the Village (the primary government) and its component units. Management has determined that there are two fiduciary component units that are required to be included in the financial statements of the Village as pension trust funds.

Police Pension Employees Retirement System

The Village's police employees participate in Police Pension Employees Retirement System (PPERS). PPERS functions for the benefit of these employees and is governed by a five-member pension board. Two members appointed by the Village's President, one elected by pension beneficiaries and two elected police employees constitute the pension board. The Village is obligated to fund all PPERS costs not funded by PPERS participants based upon actuarial valuations, which creates a financial burden on the Village. The State of Illinois is authorized to establish benefit levels and the Village is authorized to approve the actuarial assumptions used in the determination of contribution levels, which results in the PPERS being fiscally dependent upon the Village. PPERS is reported as a pension trust fund. PPERS does not issue a stand-alone financial report.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

a. Reporting Entity (Continued)

Firefighters' Pension Employees Retirement System

The Village's sworn firefighters participate in Firefighters' Pension Employees Retirement System (FPERS). FPERS functions for the benefit of these employees and is governed by a five-member pension board.

Two members appointed by the Village's President, one elected pension beneficiary and two elected fire employees constitute the pension board. The Village is obligated to fund all FPERS costs not funded by FPERS participants based upon actuarial valuations, which creates a financial burden on the Village. The State of Illinois is authorized to establish benefit levels and the Village is authorized to approve the actuarial assumptions used in the determination of contribution levels, which results in the FPERS being fiscally dependent on the Village. FPERS is reported as a pension trust fund. FPERS does not issue a stand-alone financial report.

b. Fund Accounting

The Village uses funds to report on its financial position and the change in its financial position. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities.

A fund is a separate accounting entity with a self-balancing set of accounts. The minimum number of funds are maintained consistent with legal and managerial requirements.

Funds are classified into the following categories: governmental, proprietary, and fiduciary.

Governmental funds are used to account for all or most of the Village's general activities, including the collection and disbursement of committed, restricted, or assigned monies (special revenue funds), the funds committed, restricted, or assigned for the acquisition or construction of capital assets (capital projects funds), and the funds committed, restricted, or assigned for the servicing of long-term debt (debt service funds). The General Fund is used to account for all activities of the Village not accounted for in some other fund.

Enterprise funds are used to account for activities similar to those found in the private sector, where the determination of net income is necessary or useful to sound financial administration. Goods or services from such activities can be provided either to outside parties (enterprise funds) or to other departments or agencies primarily within the Village (internal service funds).

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

b. Fund Accounting (Continued)

Fiduciary funds are used to account for fiduciary activities (e.g., assets held on behalf of outside parties, including other governments). The Village utilizes pension trust funds which are generally used to account for assets that the Village holds in a fiduciary capacity.

c. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the Village. The effect of material interfund activity has been eliminated from these statements. Interfund services provided and used are not eliminated on these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function, segment, or program are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

The Village reports the following major governmental funds:

The General Fund is the general operating fund of the Village. It is used to account for all financial resources except those accounted for in another fund.

The Infrastructure Fund is used to account for revenues restricted for and expenditures relative to the construction and maintenance of roadway, drainage, and bike trail improvements.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

c. Government-Wide and Fund Financial Statements (Continued)

The Village reports the following major proprietary funds:

The Waterworks System Fund is used to account for the revenues and expenses relative to the operation of the water utility.

The Sports Core Fund is used to account for the revenues and expenses relative to the operation of the Oak Brook Sports Core.

Additionally, the Village reports the following Internal Service Funds:

Internal Service Funds account for the Village's self-insured employee health and dental insurance program; the operation and maintenance of the Village's vehicle fleet equipment, and the Village's capital replacement program provided to other departments or agencies of the Village on a cost reimbursement basis. These funds are reported as part of the governmental activities on the government-wide financial statements as they provide services to the Village's governmental funds/activities.

The Village reports pension trust funds as fiduciary component units to account for the Police Pension Fund and Firefighters' Pension Fund.

d. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenues and additions are recorded when earned and expenses and deductions are recorded when a liability is incurred. Property taxes are recognized as revenues in the year for which they are levied (i.e., intended to finance). Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. Operating revenues and expenses are directly attributable to the operation of the proprietary funds. Non-operating revenue/expenses are incidental to the operations of these funds.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual (i.e., when they become both measurable and available). "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

d. Measurement Focus, Basis of Accounting, and Financial Statement Presentation
(Continued)

The Village considers revenues to be available if they are collected within 60 days of the end of the current fiscal period, except for sales taxes and telecommunication taxes which use a 90-day period. The Village recognizes property taxes when they become both measurable and available in the year for which they are levied (i.e., intended to finance). Expenditures are recorded when the related fund liability is incurred. Principal and interest on general long-term debt are recorded as expenditures when due.

Property taxes, sales taxes owed from the state at year end, franchise taxes, licenses, charges for services, and investment income associated with the current fiscal period are all considered to be susceptible to accrual and are recognized as revenues of the current fiscal period. Fines and permits revenues are not susceptible to accrual because generally they are not measurable until received in cash.

In applying the susceptible to accrual concept to intergovernmental revenues (e.g., federal and state grants), the legal and contractual requirements of the numerous individual programs are used as guidelines. There are, however, essentially two types of revenues. In one, monies must be expended on the specific purpose or project before any amounts will be paid to the Village; therefore, revenues are recognized based upon the expenditures recorded. In the other, monies are virtually unrestricted as to purpose of expenditure and are generally revocable only for failure to comply with prescribed eligibility requirements, such as equal employment opportunity. These resources are reflected as revenues at the time of receipt or earlier if they meet the availability criterion.

The Village may report unearned revenue and deferred/unavailable revenue on its financial statements. Deferred/unavailable revenues arise when a potential revenue does not meet the available criteria for recognition in the current period, under the modified accrual basis of accounting. Unearned revenue arises when a revenue is measurable but not earned under the accrual basis of accounting. Unearned revenues also arise when resources are received by the Village before it has a legal claim to them or prior to the provision of services, as when grant monies are received prior to the incurrence of qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the Village has a legal claim to the resources, the liability or deferred inflow of resources for unearned and deferred/unavailable revenue are removed from the financial statements and revenue is recognized.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

e. Cash and Investments

For purposes of the statement of cash flows, the Village considers cash and cash equivalents to include cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

Investments with a maturity of less than one year when purchased, non-negotiable certificates of deposit, and other nonparticipating investments are stated at cost or amortized cost. Investments with a maturity greater than one year when purchased and all investments of the pension trust funds are stated at fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

f. Interfund Receivables/Payables

Transactions between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either “interfund receivables/payables” (current portion of interfund loans) or “advances to/from other funds” (noncurrent portion of interfund loans). All other outstanding balances between funds are reported as “due to/from other funds.” Advances are offset by nonspendable fund balance in applicable governmental funds.

Interfund service transactions are accounted for as revenues, expenditures, or expenses.

Transactions that constitute reimbursements to a fund for expenditures/expenses initially made from it that are properly applicable to another fund are recorded as expenditures/expenses in the reimbursing fund and as reductions of expenditures/expenses in the fund that is reimbursed. All other interfund transactions are reported as transfers.

g. Inventories and Prepaid Items/Expenses

Inventories are recorded based on the average cost method, not in excess of replacement cost. Inventories in the General Fund and Garage Fund consist of expendable supplies held for consumption; inventories in the Sports Core Fund consist of inventory held for resale. The cost is recorded as an expenditure at the time individual inventory items are utilized or sold. General Fund inventories are equally offset by nonspendable fund balance which indicates that they do not constitute “available spendable resources” even though they are a component of net current assets.

Payments made to vendors for services that will benefit periods beyond the date of this report are recorded as prepaid items/expenses. Prepaid items/expenses are recorded as expenditures/expenses when consumed rather than when purchased.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

h. Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the Village as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation. The costs of normal maintenance and repairs, including street overlays that do not add to the value of the asset or materially extend asset lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Property, plant, and equipment is depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Land improvements	20
Buildings and building improvements	5-50
Equipment	5-20
Vehicles	2-20
Infrastructure	20-75
Intangible assets	2-10

Intangible assets represent the Village's right-to-use a leased asset. These intangible assets, as defined by GASB Statements No. 87, *Leases*, are for lease contracts of nonfinancial assets including vehicles and equipment.

i. Compensated Absences

Under terms of employment, employees are granted vacation, sick leave, and compensatory leave in varying amounts. Only benefits considered to be vested are disclosed in these statements. All vested vacation, sick leave, and compensatory leave pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements, and are payable with expendable resources.

Payments for vacation, sick leave, and compensatory leave will be made at rates in effect when the benefits are used. Accumulated vacation, sick leave, and compensatory leave at December 31, 2023, are determined on the basis of current salary rates and include salary related payments.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

j. Long-Term Obligations

In the government-wide financial statements and proprietary funds in the fund financial statements, long-term debt, and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund financial statements. Bond premiums and discounts, as well as the unamortized loss on refunding, are deferred and amortized over the life of the bonds. Bonds payable are reported net of any applicable bond premium or discount.

In the fund financial statements, governmental funds recognize bond premiums and discounts during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as expenditures.

k. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

l. Fund Balance/Net Position

In the fund financial statements, governmental funds report nonspendable fund balance for amounts that are either not in spendable form or legally or contractually required to be maintained intact. Restrictions of fund balance are reported for amounts constrained by legal restrictions from outside parties for a specific purpose, or externally imposed by outside entities. Committed fund balance is constrained by formal actions of the Village Board of Trustees, which is considered the Village's highest level of decision-making authority. Formal actions include ordinances approved by the Board of Trustees. Assigned fund balance represents amounts constrained by the Village's intent to use them for a specific purpose. The authority to assign fund balance has been delegated to the Village's Finance Director through the approved fund balance policy adopted by the Village Board of Trustees. Any residual fund balance of the General Fund is reported as unassigned. Deficit fund balances of other governmental funds are also reported as unassigned.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

l. Fund Balance/Net Position (Continued)

The Village's flow of funds assumption prescribes that the funds with the highest level of constraint are expended first. If restricted or unrestricted funds are available for spending, the restricted funds are spent first. Additionally, if different levels of unrestricted funds are available for spending the Village considers committed funds to be expended first followed by assigned and then unassigned funds.

The Village has established fund balance policies for their governmental funds. It is the policy of the Village that every effort be made to maintain the greater of: (a) an uncommitted cash balance equal to six months of budgeted operating expenditures for the forthcoming fiscal year, exclusive of budgeted capital projects; or (b) an uncommitted cash balance equal to not less than six months of projected expenditures, exclusive of capital projects, based on the average of the first three years of the most recent Five-Year Financial Plan adopted by the Village Board of Trustees.

In the government-wide financial statements, restricted net positions are legally restricted by outside parties for a specific purpose. Net investment in capital assets represents the book value of capital assets less any outstanding long-term debt issued to acquire or construct the capital assets.

m. Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, deferred outflows of resources, liabilities and deferred inflows of resources, and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

n. Special Item

Certain significant transactions or other events within the control of management that are either unusual in nature or infrequent in occurrence are reported as special items.

As a result of the Promenade Tax Increment Financing District closing as of December 31, 2023, the Village extinguished the remaining balance of tax incremental tax note payable of \$1,736,063. This extinguishment of debt is reported as a special item.

2. DEPOSITS AND INVESTMENTS

The Village and pension funds categorize the fair value measurements within the fair value hierarchy established by GAAP. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs.

a. Village Investments

The Village's investment policy authorizes the Village to invest in all investments allowed by Illinois Compiled Statutes (ILCS). These include deposits/investments in insured commercial banks, savings and loan institutions, obligations of the U.S. Treasury and U.S. agencies, insured credit union shares, money market mutual funds with portfolios of securities issued or guaranteed by the United States Government or agreements to repurchase these same obligations, repurchase agreements, short-term commercial paper rated within the three highest classifications by at least two standard rating services, and The Illinois Funds.

The Illinois Public Treasurers' Investment Pool, known as The Illinois Funds, operates as a qualified external investment pool in accordance with the criteria established in GASB Statement No. 79, *Certain External Investment Pools and Pool Participants*, and thus, reports all investments at amortized cost rather than fair value. The investment in The Illinois Funds by participants is also reported at amortized cost. The Illinois Funds does not have any limitations or restrictions on participant withdrawals. The Illinois Treasurer's Office issues a separate financial report for The Illinois Funds which may be obtained by contacting the Administrative Office at Illinois Business Center, 400 West Monroe Street, Suite 401, Springfield, Illinois 62704.

The Village's investment policy does limit their deposits to financial institutions that are members of the FDIC system and are capable of posting collateral for amounts in excess of FDIC insurance. Additionally, the Village will not invest in any institution in which the Village's funds on deposit are in excess of 25% of the institution's capital stock and surplus.

It is the policy of the Village to invest its funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Village and conforming to all state and local statutes governing the investment of public funds, using the "prudent person" standard for managing the overall portfolio. The primary objectives of the policy are, in order of priority, safety of capital, liquidity, maintenance of public trust, and prudence.

The Village maintains a cash pool that is available for use by all funds, except the pension trust funds. Investments are separately held by several of the Village's funds. The deposits and investments of the pension trust funds are held separately from those of other funds.

VILLAGE OF OAK BROOK, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

2. DEPOSITS AND INVESTMENTS (Continued)

a. Village Investments (Continued)

Deposits with Financial Institutions

Custodial credit risk for deposits with financial institutions is the risk that in the event of bank failure, the Village's deposits may not be returned to it. The Village's investment policy requires pledging of collateral for all bank balances in excess of federal depository insurance, at an amount not less than 110% of the fair market value of the funds secured, with the collateral held by an agent of the Village in the Village's name.

Investments

The following table presents the investments and maturities of the Village's debt securities as of December 31, 2023:

Investment Type	Fair Value	Investment Maturities (in Years)			
		Less than 1	1-5	6-10	Greater than 10
Negotiable certificate of deposits	\$ 2,905,150	\$ 2,170,953	\$ 734,197	\$ -	\$ -
U.S. agency obligations	2,306,281	999,573	466,981	-	839,727
Municipal bonds	6,127,718	6,127,718	-	-	-
Corporate bonds	6,390,030	4,441,864	1,948,166	-	-
TOTAL	\$ 17,729,179	\$ 13,740,108	\$ 3,149,344	\$ -	\$ 839,727

Interest rate risk is the risk that changes in interest rates will adversely affect the market value of an investment. In accordance with its investment policy, the Village limits its exposure to interest rate risk by structuring the portfolio to remain sufficiently liquid to enable the Village to meet all operating requirements which may be reasonably anticipated in any Village fund. Maturities of investments in all funds covered by this policy shall not exceed five years, unless a temporary extension of maturities is approved by the Board of Trustees. The Village's investment policy specifically prohibits the use of or the investment in derivatives.

The Village has the following recurring fair value measurements as of December 31, 2023: the certificate of deposits, U.S. agency obligations, state and local obligations, and corporate bonds, are valued using quoted matrix pricing models (Level 2 inputs).

2. DEPOSITS AND INVESTMENTS (Continued)

a. Village Investments (Continued)

Investments (Continued)

The Village limits its exposure to credit risk, the risk that the issuer of a debt security will not pay its par value upon maturity. This is done primarily by investing in securities issued by the United States Government, securities issued by agencies of the United States Government, which are implicitly guaranteed by the United States Government, municipal bonds rated at the time of purchase within the four highest general classifications established by a rating service of nationally recognized expertise in rating bonds of states and their political subdivisions, or corporate bonds rated within the three highest classifications by at least two standard rating services.

Investments in corporate bonds are rated BBB to A-. Investments in municipal bonds are rated A- to AA. Investments in U.S. agency obligations are rated AA+. Negotiable certificate of deposits are not rated.

Custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to the investment, the Village will not be able to recover the value of its investments that are in possession of an outside party. To limit its exposure, the Village's investment policy requires all security transactions that are exposed to custodial credit risk to be processed on a delivery versus payment (DVP) basis with the underlying investments held in a custodial account with the trust department of an approved financial institution. The Illinois Funds are not subject to custodial credit risk.

Concentration of credit risk is the risk that the Village has a high percentage of its investments invested in one type of investment. In order to limit the exposure to concentration of credit risk, the Village's investment policy limits investments in any one financial institution to 25%, exclusive of securities guaranteed by the full faith and credit of the United States Government or obligations of agencies of the United States Government.

3. PROPERTY TAXES

Property taxes for 2023 attach as an enforceable lien on January 1, 2023, on property values assessed as of the same date. Taxes are levied by December 31 of the fiscal year by passage of a Tax Levy Ordinance. Tax bills are prepared by the County and issued on or about May 1 and August 1 and are payable in two installments, on or about June 1 and September 1. The County collects such taxes and remits them periodically. The Village does not have a tax levy but does receive a share of road and bridge taxes from local townships, as well as incremental property taxes from the Butterfield/Meyers Road Redevelopment Project Area (TIF).

VILLAGE OF OAK BROOK, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

4. RECEIVABLES

The following receivables are included in other receivables on the statement of net position at December 31, 2023:

GOVERNMENTAL ACTIVITIES

Loans receivable	\$ 100,000
Hotel/motel tax	181,877
IRMA surplus	595,157
State use tax	94,571
Miscellaneous	40,918

TOTAL GOVERNMENTAL ACTIVITIES	\$ 1,012,523
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BUSINESS-TYPE ACTIVITIES

IRMA surplus	\$ 151,964
Members charges	35,626
Miscellaneous	97,369

TOTAL BUSINESS-TYPE ACTIVITIES	\$ 284,959
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5. CAPITAL ASSETS

Governmental capital asset activity for the year ended December 31, 2023 was as follows:

	Beginning Balances (Restated)*	Increases	Decreases	Ending Balances
GOVERNMENTAL ACTIVITIES				
Capital assets not being depreciated				
Land	\$ 616,829	\$ -	\$ -	\$ 616,829
Land right of way	32,551,116	-	-	32,551,116
Construction in progress	1,078,576	52,953	993,808	137,721
Total capital assets not being depreciated	34,246,521	52,953	993,808	33,305,666
Tangible capital assets being depreciated				
Buildings and building and land improvements	27,666,301	66,457	-	27,732,758
Computer equipment	1,206,599	42,858	38,509	1,210,948
Other equipment	1,766,198	520,781	40,339	2,246,640
Vehicles	127,047	-	-	127,047
Infrastructure	57,127,322	1,688,722	57,673	58,758,371
Internal service fund vehicles	5,714,157	240,896	179,445	5,775,608
Total tangible capital assets being depreciated	93,607,624	2,559,714	315,966	95,851,372

VILLAGE OF OAK BROOK, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

5. CAPITAL ASSETS (Continued)

	Beginning Balances (Restated)*	Increases	Decreases	Ending Balances
GOVERNMENTAL ACTIVITIES				
(Continued)				
Intangible capital assets being amortized				
Right-to-use equipment	\$ 2,298,056	\$ -	\$ 40,768	\$ 2,257,288
Right-to-use vehicles	410,521	456,977	79,188	788,310
Right-to-use software	188,590	349,661	-	538,251
Total intangible capital assets being amortized	2,897,167	806,638	119,956	3,583,849
Less accumulated depreciation for				
Buildings and building and land improvements	13,408,516	816,713	-	14,225,229
Computer equipment	996,637	65,836	38,509	1,023,964
Other equipment	1,486,035	126,514	35,022	1,577,527
Vehicles	63,526	12,705	-	76,231
Infrastructure	29,557,518	1,296,266	-	30,853,784
Internal service fund vehicles	3,424,107	394,681	163,638	3,655,150
Total accumulated depreciation	48,936,339	2,712,715	237,169	51,411,885
Less accumulated amortization for				
Right-to-use equipment	370,479	352,549	40,705	682,323
Right-to-use vehicles	146,724	186,369	79,118	253,975
Right-to-use software	-	92,499	-	92,499
Total accumulated amortization	517,203	631,417	119,823	1,028,797
Total capital assets being depreciated and amortized, net	47,051,249	22,220	78,930	46,994,539
GOVERNMENTAL ACTIVITIES				
CAPITAL ASSETS, NET				
	\$ 81,297,770	\$ 75,173	\$ 1,072,738	\$ 80,300,205

*Beginning balances for Governmental Activities were restated as part of the implementation of GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*. See Note 6c for additional information.

Depreciation expense was charged to functions/programs of the primary government as follows:

GOVERNMENTAL ACTIVITIES	
General government	\$ 484,070
Public safety	437,429
Highways and streets	1,687,322
Culture and recreation	103,894
TOTAL DEPRECIATION EXPENSE - GOVERNMENTAL ACTIVITIES	\$ 2,712,715

VILLAGE OF OAK BROOK, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

5. CAPITAL ASSETS (Continued)

Amortization expense was charged to functions/programs of the District's governmental activities as follows:

GOVERNMENTAL ACTIVITIES

General government	\$ 70,388
Public safety	431,652
Highways and streets	<u>129,377</u>

**TOTAL AMORTIZATION EXPENSE -
GOVERNMENTAL ACTIVITIES**

\$ 631,417

Business-type capital asset activity for the year ended December 31, 2023 was as follows:

	Beginning Balances	Increases	Decreases	Ending Balances
BUSINESS-TYPE ACTIVITIES				
Capital assets not being depreciated				
Land	\$ 8,292,265	\$ -	\$ -	\$ 8,292,265
Construction in progress	1,206,057	237,085	1,160,066	283,076
Total capital assets not being depreciated	<u>9,498,322</u>	<u>237,085</u>	<u>1,160,066</u>	<u>8,575,341</u>
Capital assets being depreciated				
Land improvements	3,830,478	-	-	3,830,478
Building and building improvements	7,310,071	1,255,350	40,215	8,525,206
Infrastructure	36,424,234	1,538,629	72,744	37,890,119
Vehicles, machinery, and equipment	7,612,581	158,468	44,872	7,726,177
Total capital assets being depreciated	<u>55,177,364</u>	<u>2,952,447</u>	<u>157,831</u>	<u>57,971,980</u>
Less accumulated depreciation for				
Land improvements	2,975,181	92,006	-	3,067,187
Building and building improvements	4,297,884	358,537	37,724	4,618,697
Infrastructure	10,515,716	835,337	57,715	11,293,338
Vehicles, machinery, and equipment	5,641,652	436,942	44,872	6,033,722
Total accumulated depreciation	<u>23,430,433</u>	<u>1,722,822</u>	<u>140,311</u>	<u>25,012,944</u>
Total capital assets being depreciated, net	<u>31,746,931</u>	<u>1,229,625</u>	<u>17,520</u>	<u>32,959,036</u>
BUSINESS-TYPE ACTIVITIES				
CAPITAL ASSETS, NET	<u>\$ 41,245,253</u>	<u>\$ 1,466,710</u>	<u>\$ 1,177,586</u>	<u>\$ 41,534,377</u>
BUSINESS-TYPE ACTIVITIES				
Waterworks				\$ 1,167,708
Sports core				<u>555,114</u>
TOTAL DEPRECIATION EXPENSE - BUSINESS-TYPE ACTIVITIES				<u>\$ 1,722,822</u>

VILLAGE OF OAK BROOK, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

6. LONG-TERM DEBT

a. Note Payable

The Village has issued notes payable related to developer and intergovernmental agreements. The notes payable currently outstanding are as follows:

Issue	Fund Debt Retired By	Balances January 1	Issuance	Retirements	Balances December 31	Current
\$4,250,000 TIF note payable to developers dated June 6, 2005 for certain improvements in the TIF area, interest at 8% due in semiannual installments contingent upon sufficient pledged incremental real estate tax and sales tax. Principal is due by February 1, 2024.	Promenade TIF	\$ 1,993,063	\$ -	\$ 1,993,063	\$ -	\$ -
TOTAL		\$ 1,993,063	\$ -	\$ 1,993,063	\$ -	\$ -

The repayment of the TIF note payable is based on incremental real estate tax and sales tax received. As such, there is no debt service to maturity schedule.

The retirement of \$1,993,063 includes \$257,000 of principal retirement and the remaining \$1,736,063 balance extinguished. The Village closed the Promenade Tax Increment Financing District as of December 31, 2023. Accordingly, the remaining balance of the TIF note was written off by the Village and reported as a special item. See Note 1n for additional details.

b. Leases

The Village entered into a fleet management lease agreement in October 2018. The agreement covers various individual leases for the right-to-use vehicles and equipment with varying lease terms. The leases have expirations dates ranging from January 2024 to January 2028. Payments ranging from \$203 to \$3,945 are due in monthly installments. Total intangible right-to-use assets acquired under the fleet management agreement are \$788,310.

The Village entered into a lease arrangement in June 2021, for the right-to-use equipment. Payments of \$36,513 are due in annual installments, through June 2024. The total intangible right-to-use asset acquired under this agreement is \$72,691.

The Village entered into a lease arrangement in January 2022, for the right-to-use equipment. Payments ranging from \$302,058 to \$551,557 are due in annual installments, through January 2028. The total intangible right-to-use assets acquired under this agreement is \$2,184,597.

VILLAGE OF OAK BROOK, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

6. LONG-TERM DEBT (Continued)

b. Leases (Continued)

The annual requirements to amortize to maturity leases outstanding as of December 31, 2023, are as follows:

Fiscal Year Ending December 31,	Leases	
	Principal	Interest
2024	\$ 191,459	\$ 15,227
2025	426,373	43,190
2026	417,932	31,132
2027	328,329	21,071
2028	542,305	13,197
TOTAL	\$ 1,906,398	\$ 123,817

c. Subscription-Based Information Technology Arrangements

In accordance with GASB Statement No. 96, *Subscription-Based Information Technology Arrangements (SBITA)*, the Village's SBITA activity is as follows:

The Village entered into a subscription-based information technology arrangement (SBITA) in June 2022 for the right-to-use software. Payments of \$49,872 are due in annual installments, through June 2027. Total intangible right-to-use asset acquired under this agreement is \$188,590.

The Village entered into a SBITA in January 2023 for the right-to-use software. Payments of \$26,400 are due in annual installments, through December 2027. Total intangible right-to-use asset acquired under this agreement is \$128,841.

The Village entered into a SBITA in June 2023 for the right-to-use software. Payments ranging from \$44,921 to \$54,413 are due in annual installments, through August 2028. Total intangible right-to-use asset acquired under this agreement is \$220,820.

VILLAGE OF OAK BROOK, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

6. LONG-TERM DEBT (Continued)

c. Subscription-Based Information Technology Arrangements (Continued)

Obligations of governmental activities under SBITA payable, including future interest payments at December 31, 2023, were as follows:

Fiscal Year Ending December 31,	SBITA	
	Principal	Interest
2024	\$ 108,838	\$ 12,355
2025	112,124	9,069
2026	115,515	5,678
2027	69,125	2,196
TOTAL	<u>\$ 405,602</u>	<u>\$ 29,298</u>

d. Legal Debt Margin

2022 assessed valuation (latest information available)	<u>\$ 1,723,821,817</u>
Legal debt limit - 8.625% of assessed valuation	\$ 148,679,632
Amount of debt applicable to debt limit	<u>-</u>
LEGAL DEBT MARGIN	<u>\$ 148,679,632</u>

e. Changes in Long-Term Liabilities

During the fiscal year, the following changes occurred in liabilities reported in the governmental activities:

	Balances January 1 (Restated*)	Additions	Reductions	Balances December 31	Current Portion
Notes payable	\$ 1,993,063	\$ -	\$ 1,993,063	\$ -	\$ -
Leases	2,202,005	456,977	752,584	1,906,398	191,459
SBITAs*	188,590	344,261	127,249	405,602	108,838
Installment contract	-	411,256	95,588	315,668	78,917
Compensated absences	1,179,701	926,633	1,002,746	1,103,588	938,050
Net pension liability - IMRF	-	4,278,414	-	4,278,414	-
Net pension liability - Police Pension	32,258,636	-	1,478,946	30,779,690	-
Net pension liability - Firefighters' Pension	28,946,925	-	2,841,629	26,105,296	-
Total other postemployment benefit liability	6,365,796	-	1,535,426	4,830,370	297,878
TOTAL GOVERNMENTAL ACTIVITIES	<u>\$ 73,134,716</u>	<u>\$ 6,417,541</u>	<u>\$ 9,827,231</u>	<u>\$ 69,725,026</u>	<u>\$ 1,615,142</u>

VILLAGE OF OAK BROOK, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

6. LONG-TERM DEBT (Continued)

e. Changes in Long-Term Liabilities (Continued)

The compensated absences for governmental activities typically have been liquidated by the General Fund and the Infrastructure Fund. The net pension liabilities and total other postemployment benefit liability have typically been liquidated by the General Fund.

*Beginning balances for Governmental Activities were restated as part of the implementation of GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*. See note 6c for additional information.

During the fiscal year, the following changes occurred in liabilities reported in the business-type activities:

	Balances January 1	Issuances	Reductions	Balances December 31	Current Portion
Compensated absences	\$ 60,159	\$ 73,440	\$ 51,136	\$ 82,463	\$ 70,094
Net pension liability - IMRF	-	988,235	-	988,235	-
Total other postemployment benefit liability	425,973	-	102,744	323,229	19,986
Asset retirement obligation	300,000	-	-	300,000	-
TOTAL BUSINESS-TYPE ACTIVITIES	\$ 786,132	\$ 1,061,675	\$ 153,880	\$ 1,693,927	\$ 90,080

f. Asset Retirement Obligations

The Village has recognized an asset retirement obligation (ARO) and related deferred outflow of resources in connection with its obligation to seal and abandon various deep water wells at the end of their estimated useful lives in accordance with federal, state and/or local requirements. The ARO was measured using actual historical costs for similar abandonments, adjusted for inflation through the end of the year. The estimated remaining useful lives of the water wells is 100 years.

7. RISK MANAGEMENT

The Village is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; illnesses of employees; and natural disasters.

The Village participates in the Intergovernmental Risk Management Agency (IRMA) which is an organization of municipalities and special districts in Northeastern Illinois which have formed an association under the Illinois Intergovernmental Cooperation's Statute to pool its risk management needs. The Village pays annual premiums to IRMA for its workers' compensation, general liability, and property coverage.

7. RISK MANAGEMENT (Continued)

The Village assumes the first \$2,500 of each occurrence, with IRMA having a mix of self-insurance and commercial insurance at various amounts above that level. The Village appoints one delegate, along with an alternate delegate, to represent the Village on the Board of Directors. The Village does not exercise any control over the activities of IRMA beyond its representation on the Board of Directors.

The Village, along with IRMA's other members, has a contractual obligation to fund any deficit of IRMA attributable to a membership year during which it was a member. Supplemental contributions may be required to fund these deficits. No such contributions have occurred during the past three years.

8. CONTINGENT LIABILITIES

a. Litigation

The Village is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of the Village's attorney, the resolution of these matters will not have a material adverse effect on the financial condition of the Village.

b. Grants

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, constitute a liability of the applicable funds. The amount, if any, of expenditures that may be disallowed by the grantor cannot be determined at this time although the Village expects such amounts, if any, to be immaterial.

c. DuPage Water Commission

The Village's agreement with the DuPage Water Commission provides that each member is liable for its proportionate share of any cost arising from defaults in payment obligations by other members.

9. TAX ABATEMENTS

The Village through its Promenade Tax Incremental Financing District has entered into a tax abatement agreement with a developer in the form of a tax incremental financing incentive payment to further the growth of the Village, facilitate the redevelopment of the entire Redevelopment Project Areas, stimulate redevelopment of other parcels in the Butterfield/22nd Street corridor, increase the assessed valuation of the real estate situated

VILLAGE OF OAK BROOK, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

9. TAX ABATEMENTS (Continued)

within the Village, increase the sales tax revenues realized by the Village, foster increased economic activity within the Village, and other be in the best interest of the Village by furthering the health, safety, and welfare of its residents and taxpayers. The abatement is authorized through the Redevelopment Project Area Plan Agreement. The developers pay property taxes as they become due, and after meeting the criteria established in the development agreements, are entitled to future incentive payments that directly correlate to the taxes paid. The total payments made in 2023 and the total cumulative payments to date are \$336,793 and \$6,757,007, respectively. Payments are made until the earlier of the date the principal and interest on the note is paid in full or the end of the term, January 2, 2023.

The Promenade Tax Incremental Financing District was closed as of December 31, 2023, and therefore, no further tax abatements are in place for the Village.

10. INDIVIDUAL FUND DISCLOSURES

Interfund Transfers

Interfund transfers between funds for the year ended December 31, 2023, were as follows:

	Transfers In	Transfers Out
Major Governmental Funds		
General Fund	\$ -	\$ 996,604
Infrastructure Fund	1,000,000	-
Nonmajor Governmental Funds		
Promenade TIF Fund	-	503,396
Insurance Fund	500,000	-
TOTAL	<u>\$ 1,500,000</u>	<u>\$ 1,500,000</u>

The purpose of significant transfers is as follows:

- \$503,396 transferred out of the Promenade TIF Fund as a result of the Fund closing. These funds were transferred to the Insurance Fund (\$500,000) and the Infrastructure Fund (\$3,396). This transfer will not be repaid.
- \$996,604 was transferred out of the General Fund to the Infrastructure Fund to fund infrastructure projects. This transfer will not be repaid.

11. OTHER POSTEMPLOYMENT BENEFITS

a. Plan Description

In addition to providing the pension benefits described, the Village provides postemployment health care and life insurance benefits (OPEB) for retired employees through a single-employer defined benefit plan. The benefits, benefit levels, employee contributions, and employer contributions are governed by the Village and can be amended by the Village through its personnel manual and union contracts. The plan is not accounted for as a trust fund, as an irrevocable trust has not been established to account for the plan. The plan does not issue a separate report. The activity of the plan is reported in the Village's Self-Insurance Fund.

b. Benefits Provided

The Village provides postemployment health care benefits to its retirees and certain disabled employees. To be eligible for benefits, an employee must qualify for retirement under one of the Village's retirement plans or meet COBRA requirements. All health care benefits are provided through the Village's self-insured health plan. The benefit levels are the same as those afforded to active employees. Benefits include general inpatient and outpatient medical services; mental, nervous, and substance abuse care; vision care; and prescriptions. Upon a retiree reaching age 65 years, Medicare becomes the primary insurer and the Village's plan becomes secondary. For certain disabled employees who qualify for health insurance benefits under the Public Safety Employee Benefits Act (PSEBA), the Village is required to pay 100% of the cost of basic health insurance for the employee and their dependents for their lifetime.

c. Membership

At December 31, 2023, membership consisted of:

Inactive employees or their beneficiaries currently receiving benefits	26
Inactive employees entitled to but not yet receiving benefits	-
Active plan members	<u>129</u>
TOTAL	<u>155</u>
Participating employers	<u><u>1</u></u>

d. Total OPEB Liability

The Village's total OPEB liability of \$5,153,599 was measured and determined by an actuarial valuation as of December 31, 2023.

VILLAGE OF OAK BROOK, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

11. OTHER POSTEMPLOYMENT BENEFITS (Continued)

e. Actuarial Assumptions and Other Inputs

The total OPEB liability at December 31, 2023, was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified. The total OPEB liability was rolled forward by the actuary using updated procedures to December 31, 2023, including updating the discount rate at December 31, 2023, as noted on the following page.

Actuarial cost method	Entry-age normal
Actuarial value of assets	Market value
Salary increases	2.75%
Discount rate	3.26%
Healthcare cost trend rates	8.00% Initial 4.50% Ultimate

The discount rate was based on The Bond Buyer 20-Bond GO Index, which is based on an average of certain general obligation municipal bonds maturing in 20 years and having an average rating equivalent of Moody's Aa2 and Standard & Poor's AA.

f. Changes in the Total OPEB Liability

	<u>Total OPEB Liability</u>
BALANCES AT JANUARY 1, 2023	<u>\$ 6,791,769</u>
Changes for the period	
Service cost	371,025
Interest	260,598
Differences between expected and actual experience	(2,483,121)
Assumption changes*	531,192
Benefit payments	<u>(317,864)</u>
Net changes	<u>(1,638,170)</u>
BALANCES AT DECEMBER 31, 2023	<u>\$ 5,153,599</u>

*There were changes in assumptions related to the discount rate and healthcare cost trend rates compared to the previous valuation.

VILLAGE OF OAK BROOK, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

11. OTHER POSTEMPLOYMENT BENEFITS (Continued)

g. Rate Sensitivity

The following is a sensitivity analysis of the total OPEB liability to changes in the discount rate and the healthcare cost trend rate. The table below presents the total OPEB liability of the Village calculated using the discount rate of 3.26% as well as what the Village total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower (2.26%) or 1 percentage point higher (4.26%) than the current rate:

	1% Decrease (2.26%)	Current Discount Rate (3.26%)	1% Increase (4.26%)
Total OPEB liability	\$ 5,664,579	\$ 5,153,599	\$ 4,702,642

The table below presents the total OPEB liability of the Village calculated using the healthcare rate of 8.00% to 4.50% as well as what the Village's total OPEB liability would be if it were calculated using a healthcare rate that is 1 percentage point lower (7.00% to 3.50%) or 1 percentage point higher (9.00% to 5.50%) than the current rate:

	1% Decrease (7.00% to 3.50%)	Current Healthcare Rate (8.00% to 4.50%)	1% Increase (9.00% to 5.50%)
Total OPEB liability	\$ 4,542,994	\$ 5,153,599	\$ 5,904,455

h. OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended December 31, 2023, the Village recognized OPEB expense of \$326,850. At December 31, 2023, the Village reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 19,890	\$ 2,832,046
Changes in assumptions	1,293,307	918,342
TOTAL	\$ 1,313,197	\$ 3,750,388

VILLAGE OF OAK BROOK, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

11. OTHER POSTEMPLOYMENT BENEFITS (Continued)

- h. OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB (Continued)

Amounts reported as deferred outflows of resources and deferred inflows of resources will be recognized in OPEB expense as follows:

Year Ending December 31,	
2024	\$ (304,773)
2025	(304,773)
2026	(275,225)
2027	(310,597)
2028	(405,339)
Thereafter	<u>(836,484)</u>
TOTAL	<u>\$ (2,437,191)</u>

12. DEFINED BENEFIT PENSION PLANS

The Village contributes to three defined benefit pension plans, the Illinois Municipal Retirement Fund (IMRF), an agent multiple-employer public employee retirement system; the Police Pension Plan, which is a single-employer pension plan; and the Firefighters' Pension Plan, which is also a single-employer pension plan. The benefits, benefit levels, employee contributions, and employer contributions for all three plans are governed by ILCS and can only be amended by the Illinois General Assembly. IMRF issues a publicly available report that includes financial statements and supplementary information for the plan as a whole, but not for individual employers. That report can be obtained from IMRF, 2211 York Road, Suite 500, Oak Brook, Illinois 60523 or at www.imrf.org. The Police and Firefighters' Pension Plans do not issue separate reports.

The table below is a summary for all pension plans as of and for the year ended December 31, 2023:

	IMRF	Police Pension	Firefighters' Pension	Total
Net pension liability	\$ 5,266,649	\$ 30,779,690	\$ 26,105,296	\$ 62,151,635
Deferred outflows of resources	4,661,996	7,457,138	3,348,948	15,468,082
Deferred inflows of resources	-	218,787	69,020	287,807
Pension expense/income	1,199,936	3,896,559	3,092,518	8,189,013

12. DEFINED BENEFIT PENSION PLANS (Continued)

a. Plan Descriptions

Illinois Municipal Retirement Fund

Plan Administration

All employees (other than those covered by the Police and Firefighters' Pension Plans) hired in positions that meet or exceed the prescribed annual hourly standard must be enrolled in IMRF as participating members.

The plan is accounted for on the economic resources measurement focus and the accrual basis of accounting. Employer and employee contributions are recognized when earned in the year that the contributions are required, benefits and refunds are recognized as an expense and liability when due and payable.

Plan Membership

At December 31, 2022, IMRF membership consisted of:

Inactive employees or their beneficiaries currently receiving benefits	132
Inactive employees entitled to but not yet receiving benefits	81
Active employees	<u>64</u>
TOTAL	<u><u>277</u></u>

Benefits Provided

All employees (other than those covered by the Police or Firefighters' Pension Plans) hired in positions that meet or exceed the prescribed annual hourly standard must be enrolled in IMRF as participating members. IMRF provides two tiers of pension benefits. Employees hired prior to January 1, 2011, are eligible for Tier 1 benefits. For Tier 1 employees, pension benefits vest after eight years of service. Participating members who retire at age 55 (reduced benefits) or after age 60 (full benefits) with eight years of credited service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1 2/3% of their final rate of earnings, for each year of credited service up to 15 years, and 2% for each year thereafter.

Employees hired on or after January 1, 2011, are eligible for Tier 2 benefits. For Tier 2 employees, pension benefits vest after ten years of service. Participating members who retire at age 62 (reduced benefits) or after age 67 (full benefits) with ten years of credited service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1 2/3% of their final rate of earnings, for each year of credited service up to 15 years, and 2% for each year thereafter. IMRF also provides death and disability benefits. These benefit provisions and all are established by state statute.

12. DEFINED BENEFIT PENSION PLANS (Continued)

a. Plan Descriptions (Continued)

Illinois Municipal Retirement Fund (Continued)

Contributions

Participating members are required to contribute 4.50% of their annual salary to IMRF. The Village is required to contribute the remaining amounts necessary to fund IMRF as specified by statute. The required employer contribution rate for the year ended December 31, 2023 was 8.16% of covered payroll. The actual employer contribution rate for the year ended December 31, 2023 was 8.49% of covered payroll due to certain Village employees reaching the wage cap for Tier 2 participants.

Actuarial Assumptions

The Village's net pension liability was measured as of December 31, 2022 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation performed as of the same date using the following actuarial methods and assumptions.

Actuarial valuation date	December 31, 2022
Actuarial cost method	Entry-age normal
Assumptions	
Inflation	2.25%
Salary increases	2.85% to 13.75%
Cost of living adjustments	3.00%
Asset valuation method	Fair value

For nondisabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Retiree, Male (adjusted 106%) and Female (adjusted 105%) tables, and future mortality improvements projected using scale MP-2020. For disabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Disabled Retiree, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020. For active members, the Pub-2010, Amount-Weighted, below-median income, General, Employee, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020.

VILLAGE OF OAK BROOK, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

12. DEFINED BENEFIT PENSION PLANS (Continued)

a. Plan Descriptions (Continued)

Illinois Municipal Retirement Fund (Continued)

Discount Rate

The discount rate used to measure the total pension liability at December 31, 2022 was 7.25%. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that the Village contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the IMRF's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members.

Changes in the Net Pension Liability (Asset)

	(a) Total Pension Liability	(b) Plan Fiduciary Net Position	(a) - (b) Net Pension Liability (Asset)
BALANCES AT JANUARY 1, 2022	\$ 45,800,433	\$ 50,829,221	\$ (5,028,788)
Changes for the period			
Service cost	449,159	-	449,159
Interest	3,233,154	-	3,233,154
Difference between expected and actual experience	359,635	-	359,635
Changes in assumptions	-	-	-
Employer contributions	-	506,553	(506,553)
Employee contributions	-	230,465	(230,465)
Net investment income	-	(6,912,633)	6,912,633
Benefit payments and refunds	(2,859,564)	(2,859,564)	-
Other (net transfer)	-	(77,874)	77,874
Net changes	1,182,384	(9,113,053)	10,295,437
BALANCES AT DECEMBER 31, 2022	\$ 46,982,817	\$ 41,716,168	\$ 5,266,649

There were no changes in assumptions compared to the previous valuation.

VILLAGE OF OAK BROOK, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

12. DEFINED BENEFIT PENSION PLANS (Continued)

a. Plan Descriptions (Continued)

Illinois Municipal Retirement Fund (Continued)

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources

For the year ended December 31, 2023, the Village recognized pension expense of \$1,199,936.

At December 31, 2023, the Village reported deferred outflows of resources and deferred inflows of resources related to IMRF from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$ 462,073	\$ -
Changes in assumption	-	-
Net difference between projected and actual earnings on pension plan investments	3,729,144	-
Contributions subsequent to the measurement date	470,779	-
TOTAL	<u>\$ 4,661,996</u>	<u>\$ -</u>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to IMRF will be recognized in pension expense as follows:

\$470,779 reported as deferred outflows of resources related to pensions resulting from the Village contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending December 31, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to IMRF will be recognized in pension expense as follows:

Year Ending
December 31,

2024	\$ 211,001
2025	641,523
2026	1,235,095
2027	<u>2,103,598</u>
TOTAL	<u>\$ 4,191,217</u>

VILLAGE OF OAK BROOK, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

12. DEFINED BENEFIT PENSION PLANS (Continued)

a. Plan Descriptions (Continued)

Illinois Municipal Retirement Fund (Continued)

Discount Rate Sensitivity

The following is a sensitivity analysis of the net pension liability to changes in the discount rate. The table below presents the net pension liability of the Village calculated using the discount rate of 7.25% as well as what the Village's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (6.25%) or 1 percentage point higher (8.25%) than the current rate:

	1% Decrease (6.25%)	Current Discount Rate (7.25%)	1% Increase (8.25%)
Net pension liability	\$ 10,333,446	\$ 5,266,649	\$ 1,165,433

Police Pension Plan

Plan Administration

Police sworn personnel are covered by the Police Pension Plan. Although this is a single-employer pension plan, the defined benefits and employee and employer contribution levels are governed by Illinois Compiled Statutes (40 ILCS 5/3-1) and may be amended only by the Illinois legislature. The Village accounts for the plan as a pension trust fund.

The plan is governed by a five-member Board of Trustees. Two members of the Board of Trustees are appointed by the Village President, one member is elected by pension beneficiaries, and two members are elected by active police employees.

Plan Membership

At December 31, 2023, the measurement date, membership consisted of:

Inactive plan members currently receiving benefits	48
Inactive plan members entitled to but not yet receiving benefits	12
Active plan members	<u>42</u>
TOTAL	<u><u>102</u></u>

12. DEFINED BENEFIT PENSION PLANS (Continued)

a. Plan Descriptions (Continued)

Police Pension Plan (Continued)

Benefits Provided

The Police Pension Plan provides retirement benefits as well as death and disability benefits. Tier 1 employees (those hired prior to January 1, 2011) attaining the age of 50 or older with 20 or more years of creditable service are entitled to receive an annual retirement benefit equal to one-half of the salary attached to the rank held on the last day of service, or for one year prior to the last day, whichever is greater. The annual benefit shall be increased by 2.50% of such salary for each additional year of service over 20 years up to 30 years to a maximum of 75% of such salary. Employees with at least eight years but less than 20 years of credited service may retire at or after age 60 and receive 2.50% of salary for each year of service. The monthly benefit shall be increased annually, following the first anniversary date of retirement and be paid upon reaching the age of at least 55 years, by 3% of the original pension, and 3% compounded annually thereafter.

Tier 2 employees (those hired on or after January 1, 2011) attaining the age of 55 or older with ten or more years of creditable service are entitled to receive an annual retirement benefit equal to the greater of the average monthly salary obtaining by dividing the total salary during the 48 consecutive months of service within the last of 60 months in which the total salary was the highest by the number of months in that period; or the average monthly salary obtained by dividing the total salary of the police officer during the 96 consecutive months of service within the last 120 months of service in which the total salary was the highest by the number of months of service in that period. Police officers' salary for pension purposes is capped at \$106,800, plus the lesser of ½ of the annual change in the Consumer Price Index or 3% compounded. The annual benefit shall be increased by 2.50% of such salary for each additional year of service over 20 years up to 30 years to a maximum of 75% of such salary. Employees with at least ten years may retire at or after age 50 and receive a reduced benefit (i.e., ½% for each month under 55). The monthly benefit of a Tier 2 police officer shall be increased annually at age 60 on the January 1st after the police officer retires, or the first anniversary of the pension starting date, whichever is later. Noncompounding increases occur annually, each January thereafter. The increase is the lesser of 3% or ½ of the change in the Consumer Price Index for the preceding calendar year.

12. DEFINED BENEFIT PENSION PLANS (Continued)

a. Plan Descriptions (Continued)

Police Pension Plan (Continued)

Contributions

Employees are required by ILCS to contribute 9.91% of their base salary to the Police Pension Plan. If an employee leaves covered employment with less than 20 years of service, accumulated employee contributions may be refunded without accumulated interest. The Village is required to contribute the remaining amounts necessary to finance the plan and the administrative costs as actuarially determined by an enrolled actuary. Effective January 1, 2011, the Village has until the year 2040 to fund 90% of the past service cost for the Police Pension Plan. The Village has chosen a policy to fund 100% of the past service costs by 2040. For the year ended December 31, 2023, the Village's contribution was 66.22% of covered payroll.

Illinois Police Officers' Pension Investment Fund

The Illinois Police Officers' Pension Investment Fund (IPOPIF) is an investment trust fund responsible for the consolidation and fiduciary management of the pension assets of Illinois suburban and downstate police pension funds. IPOPIF was created by Public Act 101-0610 and codified within the Illinois Pension Code, becoming effective January 1, 2020, to streamline investments and eliminate unnecessary and redundant administrative costs, thereby ensuring assets are available to fund pension benefits for the beneficiaries of the participating pension funds as defined in 40 ILCS 5/22B-105. Participation in IPOPIF by Illinois suburban and downstate police pension funds is mandatory.

Deposits with Financial Institutions

The plan retains all of its available cash with one financial institution. Available cash is determined to be that amount which is required for the current expenditures of the plan. The excess of available cash is required to be transferred to IPOPIF for purposes of the long-term investment for the plan.

Custodial credit risk for deposits with financial institutions is the risk that in the event of bank failure, the plan's deposits may not be returned to it. The plan's investment policy requires pledging of collateral for all bank balances held in the plan's name in excess of federal depository insurance, at amounts ranging from 110% to 115% of the fair market value of the funds secured, with the collateral held by an independent third party or the Federal Reserve Bank.

12. DEFINED BENEFIT PENSION PLANS (Continued)

a. Plan Descriptions (Continued)

Police Pension Plan (Continued)

Investments

Investments of the Plan are combined in a commingled external investment pool and held by IPOPIF. A schedule of investment expenses is included in IPOPIF's annual report. For additional information on IPOPIF's investments, please refer to their annual report. A copy of that report can be obtained from IPOPIF at 456 Fulton Street, Suite 402, Peoria, Illinois 61602 or at www.ipopif.org.

Fair Value Measurement

The plan categorizes fair value measurements within the fair value hierarchy established by GAAP. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs. The Plan held no investments subject to fair value measurement at December 31, 2023.

Net Asset Value

The Net Asset Value (NAV) of the plan's pooled investment in IPOPIF was \$41,675,815 at December 31, 2023. Investments in IPOPIF are valued at IPOPIF's share price, which is the price the investment could be sold. There are no unfunded commitments at December 31, 2023. The plan may redeem shares with a seven calendar day notice. IPOPIF may, at its sole discretion and based on circumstances, process redemption requests with fewer than a seven calendar day notice. Regular redemptions of the same amount on a particular day of the month may be arranged with IPOPIF.

Investment Rate of Return

For the year ended December 31, 2023, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 13.70%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

VILLAGE OF OAK BROOK, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

12. DEFINED BENEFIT PENSION PLANS (Continued)

a. Plan Descriptions (Continued)

Police Pension Plan (Continued)

Discount Rate

The discount rate used to measure the total pension liability at December 31, 2023 was 6.75%. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that the Village contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the fund's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members.

Changes in the Net Pension Liability

	(a) Total Pension Liability	(b) Plan Fiduciary Net Position	(a) - (b) Net Pension Liability
BALANCES AT JANUARY 1, 2023	\$ 72,486,028	\$ 40,227,392	\$ 32,258,636
Changes for the period			
Service cost	1,010,891	-	1,010,891
Interest	4,833,744	-	4,833,744
Difference between expected and actual experience	910,234	-	910,234
Changes in assumptions	-	-	-
Changes in benefit terms	(3,771,802)	-	(3,771,802)
Employer contributions	-	2,847,989	(2,847,989)
Employee contributions	-	545,052	(545,052)
Net investment income	-	4,884,978	(4,884,978)
Benefit payments and refunds	-	(3,771,802)	3,771,802
Administrative expense	-	(44,204)	44,204
Net changes	2,983,067	4,462,013	(1,478,946)
BALANCES AT DECEMBER 31, 2023	\$ 75,469,095	\$ 44,689,405	\$ 30,779,690

As of December 31, 2023, the plan fiduciary net position was 59.22% of the Total Pension Liability.

12. DEFINED BENEFIT PENSION PLANS (Continued)

a. Plan Descriptions (Continued)

Police Pension Plan (Continued)

Actuarial Assumptions

The total pension liability above was determined by an actuarial valuation using the following actuarial methods and assumptions.

Actuarial valuation date	December 31, 2023
Actuarial cost method	Entry-age normal
Assumptions	
Inflation	2.50%
Salary increases	3.50% to 11.00%
Interest rate	6.75%
Cost of living adjustments	3.00%
Asset valuation method	Fair value

The Pub-2010 Public Safety Employee Mortality Table without adjustment, with generational improvement scale MP-2021 applied from 2010 was used to measure mortality rates.

Discount Rate Sensitivity

The following is a sensitivity analysis of the net pension liability to changes in the discount rate. The table below presents the net pension liability of the Village calculated using the discount rate of 6.75% as well as what the Village's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (5.75%) or 1 percentage point higher (7.75%) than the current rate:

	1% Decrease (5.75%)	Current Discount Rate (6.75%)	1% Increase (7.75%)
Net pension liability	\$ 41,041,870	\$ 30,779,690	\$ 22,396,099

VILLAGE OF OAK BROOK, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

12. DEFINED BENEFIT PENSION PLANS (Continued)

a. Plan Descriptions (Continued)

Police Pension Plan (Continued)

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources

For the year ended December 31, 2023, the Village recognized pension expense of \$3,896,559. At December 31, 2023, the Village reported deferred outflows of resources and deferred inflows of resources related to the police pension from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$ 2,375,146	\$ 139,784
Changes in assumptions	1,237,423	79,003
Net difference between projected and actual earnings on pension plan investments	3,844,569	-
TOTAL	\$ 7,457,138	\$ 218,787

Changes in the net pension liability related to the difference in actual and expected experience, or changes in assumptions regarding future events, are recognized in pension expense over the expected remaining service life of all employees (active and retired) in the plan. Differences in projected and actual earnings over the measurement period are recognized over a five-year period.

Amounts reported as deferred outflows of resources and deferred inflows of resources related to the police pension will be recognized in pension expense as follows:

<u>Year Ending December 31,</u>	
2024	\$ 1,971,960
2025	2,511,372
2026	3,009,753
2027	(254,734)
TOTAL	\$ 7,238,351

12. DEFINED BENEFIT PENSION PLANS (Continued)

a. Plan Descriptions (Continued)

Firefighters' Pension Plan

Plan Administration

Firefighter sworn personnel are covered by the Firefighters' Pension Plan, a single-employer defined benefit pension plan sponsored by the Village. The defined benefits and employee and minimum employer contribution levels are governed by Illinois Compiled Statutes (40 ILCS 5/4-101) and may be amended only by the Illinois legislature. The Village accounts for the Firefighters' Pension Plan as a pension trust fund.

The plan is governed by a five-member Board of Trustees. Two members of the Board of Trustees are appointed by the Village President, one member is elected by pension beneficiaries, and two members are elected by active firefighter employees.

Plan Membership

At December 31, 2023, the measurement date, membership consisted of:

Inactive plan members currently receiving benefits	47
Inactive plan members entitled to but not yet receiving benefits	7
Active plan members	<u>31</u>
 TOTAL	 <u>85</u>

Benefits Provided

The following is a summary of benefits of the plan as provided for in ILCS:

The Firefighters' Pension Plan provides retirement benefits as well as death and disability benefits. Tier 1 employees (those hired prior to January 1, 2011) attaining the age of 50 or older with 20 or more years of creditable service are entitled to receive an annual retirement benefit equal to one-half of the salary attached to the rank held at the date of retirement. The annual benefit shall be increased by 2.50% of such salary for each additional year of service over 20 years up to 30 years to a maximum of 75% of such salary. Employees with at least ten years but less than 20 years of credited service may retire at or after age 60 and receive a reduced benefit. The monthly benefit shall be increased annually, following the first anniversary date of retirement and be paid upon reaching the age of at least 55 years, by 3% of the original pension, and 3% compounded annually thereafter.

12. DEFINED BENEFIT PENSION PLANS (Continued)

a. Plan Descriptions (Continued)

Firefighters' Pension Plan (Continued)

Benefits Provided (Continued)

Tier 2 employees (those hired on or after January 1, 2011) attaining the age of 55 or older with ten or more years of creditable service are entitled to receive an annual retirement benefit equal to the average monthly salary obtained by dividing the total salary of the firefighter during the 96 consecutive months of service within the last 120 months of service in which the total salary was the highest by the number of months of service in that period. Firefighters' salary for pension purposes is capped at \$106,800, plus the lesser of $\frac{1}{2}$ of the annual change in the Consumer Price Index or 3% compounded. The annual benefit shall be increased by 2.50% of such salary for each additional year of service over 20 years up to 30 years to a maximum of 75% of such salary. Employees with at least ten years may retire at or after age 50 and receive a reduced benefit (i.e., $\frac{1}{2}\%$ for each month under 55). The monthly benefit of a Tier 2 firefighter shall be increased annually at age 60 on the January 1st after the firefighter retires, or the first anniversary of the pension starting date, whichever is later. Noncompounding increases occur annually, each January thereafter. The increase is the lesser of 3% or $\frac{1}{2}$ of the change in the Consumer Price Index for the proceeding calendar year.

Contributions

Covered employees are required to contribute 9.455% of their base salary to the Firefighters' Pension Plan. If an employee leaves covered employment with fewer than 20 years of service, accumulated employee contributions may be refunded without accumulated interest. Contributions are recognized when due pursuant to formal commitments, as well as statutory or contractual requirements. Benefits and refunds are recognized when due and payable in accordance with the terms of the Firefighters' Pension Plan. The costs of administering the Firefighters' Pension Plan are financed through investment earnings. The Village is required to finance the Firefighters' Pension Plan as actuarially determined by an enrolled actuary. Effective January 1, 2011, the Village has until the year 2040 to fund 90% of the past service cost for the Firefighters' Pension Plan. The Village has chosen a policy to fund 100% of the past service costs by 2040. For the year ended December 31, 2023, the Village's contribution was 92.57% of covered payroll.

12. DEFINED BENEFIT PENSION PLANS (Continued)

a. Plan Descriptions (Continued)

Firefighters' Pension Plan (Continued)

Illinois Firefighters' Pension Investment Fund

The Illinois Firefighters' Pension Investment Fund (IFPIF) is an investment trust fund responsible for the consolidation and fiduciary management of the pension assets of Illinois suburban and downstate firefighter pension funds. IFPIF was created by Public Act 101-0610, and codified within the Illinois Pension Code, becoming effective January 1, 2020, to streamline investments and eliminate unnecessary and redundant administrative costs, thereby ensuring assets are available to fund pension benefits for the beneficiaries of the participating pension funds. Participation in IFPIF by Illinois suburban and downstate firefighter pension funds is mandatory.

Deposits with Financial Institutions

Custodial credit risk for deposits with financial institutions is the risk that in the event of a bank failure, the Firefighters' Pension Fund's deposits may not be returned to it. The Firefighters' Pension Fund's investment policy does not require pledging of collateral for its deposits in excess of federal depository insurance. However, all deposits at December 31, 2023 are covered by federal depository insurance.

Investments

Investments of the plan are combined in a commingled external investment pool and held by IFPIF. A schedule of investment expenses is included in IFPIF's annual report. For additional information on IFPIF's investments, please refer to their annual report. A copy of that report can be obtained from IFPIF at 1919 South Highland Avenue, Building A, Suite 237, Lombard, IL 60148 or at www.ifpif.org.

Fair Value Measurement

The plan categorizes fair value measurements within the fair value hierarchy established by GAAP. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs. The plan held no investments subject to fair value measurement at December 31, 2023.

12. DEFINED BENEFIT PENSION PLANS (Continued)

a. Plan Descriptions (Continued)

Firefighters' Pension Plan (Continued)

Net Asset Value

The Net Asset Value (NAV) of the plan's pooled investment in IFPIF was \$34,448,588 at December 31, 2023. The pooled investments consist of the investments as noted in the target allocation table available at www.ifpif.org. Investments in IFPIF are valued at IFPIF's share price, which is the price the investment could be sold. There are no unfunded commitments at December 31, 2023. The plan may redeem shares by giving notice by 5:00 pm central time on the 1st of each month. Requests properly submitted on or before the 1st of each month will be processed for redemption by the 14th of the month. Expedited redemptions may be processed at the sole discretion of IFPIF.

Investment Policy

IFPIF's current investment policy was adopted by the Board of Trustees on June 17, 2022. IFPIF is authorized to invest in all investments allowed by ILCS. The IFPIF shall not be subject to any of the limitations applicable to investments of pension fund assets currently held by the transferor pension funds under Sections 1-113.1 through 1-113.12 or Article 4 of the Illinois Pension Code.

Rate of Return

For the year ended December 31, 2023, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 15.50%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

Discount Rate

The discount rate used to measure the total pension liability at December 31, 2023 was 6.75%. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that the Village contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the fund's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members.

VILLAGE OF OAK BROOK, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

12. DEFINED BENEFIT PENSION PLANS (Continued)

a. Plan Descriptions (Continued)

Firefighters' Pension Plan (Continued)

Changes in the Net Pension Liability

	(a) Total Pension Liability	(b) Plan Fiduciary Net Position	(a) - (b) Net Pension Liability
BALANCES AT JANUARY 1, 2023	\$ 59,739,608	\$ 30,792,683	\$ 28,946,925
Changes for the period			
Service cost	793,365	-	793,365
Interest	3,971,907	-	3,971,907
Difference between expected and actual experience	(78,159)	-	(78,159)
Changes in assumptions	-	-	-
Changes in benefit terms	-	-	-
Employer contributions	-	2,754,407	(2,754,407)
Employee contributions	-	300,356	(300,356)
Net investment income	-	4,522,109	(4,522,109)
Benefit payments and refunds	(3,379,811)	(3,379,811)	-
Administrative expense	-	(48,130)	48,130
Net changes	1,307,302	4,148,931	(2,841,629)
BALANCES AT DECEMBER 31, 2023	\$ 61,046,910	\$ 34,941,614	\$ 26,105,296

As of December 31, 2023, the plan fiduciary net position was 57.24% of the Total Pension Liability.

12. DEFINED BENEFIT PENSION PLANS (Continued)

a. Plan Descriptions (Continued)

Firefighters' Pension Plan (Continued)

Actuarial Assumptions

The total pension liability above was determined by an actuarial valuation using the following actuarial methods and assumptions.

Actuarial valuation date	December 31, 2023
Actuarial cost method	Entry-age normal
Assumptions	
Inflation	2.25%
Salary increases	4.00% to 12.50%
Interest rate	6.75%
Cost of living adjustments	3.00%
Asset valuation method	Fair value

The Pub-2010 Public Safety Employee Mortality Table without adjustment, with generational improvement scale MP-2020 applied from 2010 was used to measure mortality rates.

Discount Rate Sensitivity

The following is a sensitivity analysis of the net pension liability to changes in the discount rate. The table below presents the net pension liability of the Village calculated using the discount rate of 6.75% as well as what the Village's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (5.75%) or 1 percentage point higher (7.75%) than the current rate:

	1% Decrease (5.75%)	Current Discount Rate (6.75%)	1% Increase (7.75%)
Net pension liability	\$ 33,954,599	\$ 26,105,296	\$ 19,640,807

VILLAGE OF OAK BROOK, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

12. DEFINED BENEFIT PENSION PLANS (Continued)

a. Plan Descriptions (Continued)

Firefighters' Pension Plan (Continued)

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources

For the year ended December 31, 2023, the Village recognized pension expense of \$3,092,518. At December 31, 2023, the Village reported deferred outflows of resources and deferred inflows of resources related to the firefighters' pension from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$ 550,622	\$ 69,020
Changes in assumption	631,119	-
Net difference between projected and actual earnings on pension plan investments	2,167,207	-
TOTAL	\$ 3,348,948	\$ 69,020

Changes in the net pension liability related to the difference in actual and expected experience, or changes in assumptions regarding future events, are recognized in pension expense over the expected remaining service life of all employees (active and retired) in the plan. Differences in projected and actual earnings over the measurement period are recognized over a five-year period.

Amounts reported as deferred outflows of resources and deferred inflows of resources related to the firefighters' pension will be recognized in pension expense as follows:

<u>Year Ending December 31,</u>	
2024	\$ 1,281,729
2025	1,224,264
2026	1,265,173
2027	(491,238)
TOTAL	\$ 3,279,928

VILLAGE OF OAK BROOK, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

12. DEFINED BENEFIT PENSION PLANS (Continued)

b. Fiduciary Funds Summary Financial Information

The following is summary financial information for the Police Pension Plan and the Firefighters' Pension Plan.

Statement of Net Position

	Police Pension	Firefighters' Pension	Total
ASSETS			
Cash and short-term investments	\$ 3,019,825	\$ 489,638	\$ 3,509,463
Investments held in the Illinois Police Officer's Pension Investment Fund	41,675,815	-	41,675,815
Investments held in the Illinois Firefighter's Pension Investment Fund	-	34,448,588	34,448,588
Prepaid items	3,295	4,603	7,897
Total assets	44,698,935	34,942,829	79,641,764
LIABILITIES			
Accounts payable	9,530	1,215	10,745
Total liabilities	9,530	1,215	10,745
NET POSITION HELD IN TRUST FOR PENSION BENEFITS			
	<u>\$ 44,689,405</u>	<u>\$ 34,941,614</u>	<u>\$ 79,631,019</u>

VILLAGE OF OAK BROOK, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

12. DEFINED BENEFIT PENSION PLANS (Continued)

b. Fiduciary Funds Summary Financial Information (Continued)

Changes in Plan Net Position

	Police Pension	Firefighters' Pension	Total
ADDITIONS			
Contributions			
Employer	\$ 2,847,989	\$ 2,754,407	\$ 5,602,396
Employee	545,052	300,356	845,408
Total contributions	3,393,041	3,054,763	6,447,804
Investment income			
Net appreciation in fair value of investments	4,643,812	3,992,445	8,636,257
Interest	295,331	570,068	865,399
Total investment income	4,939,143	4,562,513	9,501,656
Less investment expense	(54,165)	(40,404)	(94,569)
Net investment income	4,884,978	4,522,109	9,407,087
Total additions	8,278,019	7,576,872	15,854,891
DEDUCTIONS			
Benefits and refunds	3,771,802	3,379,811	7,151,613
Administrative expenses	44,204	48,130	92,334
Total deductions	3,816,006	3,427,941	7,243,947
NET INCREASE	4,462,013	4,148,931	8,610,944
NET POSITION HELD IN TRUST FOR PENSION BENEFITS			
January 1	40,227,392	30,792,683	71,020,075
December 31	\$ 44,689,405	\$ 34,941,614	\$ 79,631,019

13. SPORTS CORE ATHLETIC FIELDS

As of January 25, 2022, the Village entered into an agreement with a private company (PC) to outsource the operations of the Village owned Sports Core Athletic Fields, consisting of a series of soccer fields and other athletic fields. PC has access to manage, operate, maintain, and promote the athletic fields. PC agrees to pay the Village a fee of \$94,000 in the first year of operations and \$100,000 each year thereafter. In addition, PC agrees to pay the Village for maintenance costs of \$70,000 to \$74,000 annually, through 2026.

Beginning in year two and subsequent years of the contractual agreement, PC agrees to pay monthly payments in the amount of one-ninth of the total amount of guaranteed revenues and maintained costs due in each respective year. Additionally, if PC realizes gross revenues in excess of \$300,000 during any fiscal year, PAM shall pay 75% of such excess amount of gross revenues to the Village. The Village did not receive any variable payments during the year ended December 31, 2023. As of January 1, 2023, the Village reported a receivable of and deferred inflow of resources in the amount of \$371,854 (discounted using a rate of 3.41%). For the year ended December 31, 2023, the Village recognized a reduction of the receivable \$88,274 and a reduction of the deferred inflow of resources in the amount of \$92,963.

14. LESSOR DISCLOSURES

In accordance with GASB Statement No. 87, *Leases*, the Village's lessor disclosures are as follows:

The Village entered a lease agreement in January 2023, to lease space for a golf range. Payments of \$80,000 are due to the Village in annual installments, through April 2036. The lease agreement is noncancelable and maintains an interest rate of 1.79%.

The Village entered a lease agreement in February 2023, to lease property. Payments ranging from \$1,000 to \$2,500 are due to the Village in monthly installments, through December 2026. The lease agreement is noncancelable and maintains an interest rate of 0.89%.

The Village entered a lease agreement in September 2021, to lease space on a cell tower for the placement of cellular communications equipment. Payments ranging from \$3,360 to \$5,082 are due to the Village in monthly installments, through August 2036. The lease agreement is noncancelable and maintains an interest rate of 1.79%.

The Village entered a lease agreement in September 2018, to lease space on a cell tower for the placement of cellular communications equipment. Payments ranging from \$2,185 to \$4,066 are due to the Village in monthly installments, through August 2043. The lease agreement is noncancelable and maintains an interest rate of 2.09%.

14. LESSOR DISCLOSURES (Continued)

The Village entered a lease agreement in May 2000, to lease space on a cell tower for the placement of cellular communications equipment. Payments ranging from \$4,929 to \$5,127 are due to the Village in monthly installments, through April 2023. The lease agreement is noncancelable and maintains an interest rate of 0.31%. This lease ended during the fiscal year.

The Village entered a lease agreement in March 2009, to lease space on a cell tower for the placement of cellular communications equipment. Payments ranging from \$3,137 to \$5,184 are due to the Village in monthly installments, through February 2039. The lease agreement is noncancelable and maintains an interest rate of 1.88%.

The Village entered a lease agreement in April 2018, to lease space on a cell tower for the placement of cellular communications equipment. Payments ranging from \$2,500 to \$5,251 are due to the Village in monthly installments, through March 2048. The lease agreement is noncancelable and maintains an interest rate of 2.19%.

During the year, the Village recognized lease revenue of \$169,409 and interest revenue of \$55,050 related to leases.

15. CHANGE IN ACCOUNTING PRINCIPLE

The Village adopted GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, which addresses issues related to accounting and reporting for public-private and public-public partnership arrangements (PPPs). A receivable and deferred inflow in the amount of \$371,854 were recorded as of January 1, 2023.

The Village adopted GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*, which provides guidance on the accounting and financial reporting for SBITAs for government end users. A SBITA liability and SBITA right-to-use asset in the amount of \$188,590 were recorded as of January 1, 2023.

REQUIRED SUPPLEMENTARY INFORMATION

VILLAGE OF OAK BROOK, ILLINOIS

**SCHEDULE OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
GENERAL FUND**

For the Year Ended December 31, 2023

	Original Budget	Final Budget	Actual	Variance Over (Under)
REVENUES				
Intergovernmental	\$ 17,961,562	\$ 20,768,760	\$ 20,786,724	\$ 17,964
Utility taxes	5,623,000	4,286,590	4,286,590	-
Licenses and permits	1,950,485	3,834,611	3,843,934	9,323
Charges for services	2,137,621	2,998,929	2,714,860	(284,069)
Fines and penalties	313,500	240,760	244,617	3,857
Investment income	200,000	1,811,615	1,866,677	55,062
Miscellaneous	219,800	257,725	748,691	490,966
Total revenues	28,405,968	34,198,990	34,492,093	293,103
EXPENDITURES				
Current				
General government	4,978,203	4,930,742	4,826,926	(103,816)
Public safety	19,436,355	20,505,953	21,407,378	901,425
Public works	2,930,766	2,631,784	2,631,784	-
Culture and recreation	1,075,680	1,082,354	1,082,354	-
Debt service				
Principal	-	-	222,837	222,837
Interest and fees	-	-	3,436	3,436
Total expenditures	28,421,004	29,150,833	30,174,715	1,023,882
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(15,036)	5,048,157	4,317,378	(730,779)
OTHER FINANCING SOURCES (USES)				
Transfers (out)	-	(1,500,000)	(996,604)	503,396
SBITA issuance	-	-	344,261	344,261
Installment contract issuance	-	-	411,256	411,256
Total other financing sources (uses)	-	(1,500,000)	(241,087)	1,258,913
NET CHANGE IN FUND BALANCE	<u>\$ (15,036)</u>	<u>\$ 3,548,157</u>	4,076,291	<u>\$ 528,134</u>
FUND BALANCE, JANUARY 1			<u>38,507,903</u>	
FUND BALANCE, DECEMBER 31			<u>\$ 42,584,194</u>	

(See independent auditor's report.)

VILLAGE OF OAK BROOK, ILLINOIS

SCHEDULE OF EMPLOYER CONTRIBUTIONS
ILLINOIS MUNICIPAL RETIREMENT FUND

Last Ten Fiscal Years

FISCAL YEAR ENDED DECEMBER 31,	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Actuarially determined contribution	\$ 732,952	\$ 715,497	\$ 723,635	\$ 611,935	\$ 647,428	\$ 544,333	\$ 663,595	\$ 629,910	\$ 506,553	\$ 470,779
Contributions in relation to the actuarially determined contribution	749,983	715,089	723,634	645,761	647,429	562,006	663,595	629,910	506,553	470,779
CONTRIBUTION DEFICIENCY (Excess)	\$ (17,031)	\$ 408	\$ 1	\$ (33,826)	\$ (1)	\$ (17,673)	\$ -	\$ -	\$ -	\$ -
Covered payroll	\$ 5,168,916	\$ 5,230,241	\$ 5,400,260	\$ 4,875,980	\$ 4,930,905	\$ 5,347,086	\$ 5,352,529	\$ 5,214,013	\$ 5,133,577	\$ 5,547,439
Contributions as a percentage of covered payroll	14.51%	13.67%	13.40%	13.24%	13.13%	10.51%	12.40%	12.08%	9.87%	8.49%

Notes to Required Supplementary Information

The information presented was determined as part of the actuarial valuation as of January 1 of the prior fiscal year. Additional information as of the latest actuarial valuation presented is as follows: the actuarial cost method was entry-age normal; the amortization method was level percent of pay, closed, and the amortization period was 21 years; the asset valuation method was five-year smoothed fair value; and the significant actuarial assumptions were an investment rate of return at 7.25% annually, projected salary increases assumption of 2.85% to 13.75% compounded annually, and postretirement benefit increases of 2.25% compounded annually.

Ultimately, this schedule should present information for the last ten years. However, until ten years of information can be compiled, information will be presented for as many years as is available.

(See independent auditor's report.)

VILLAGE OF OAK BROOK, ILLINOIS

SCHEDULE OF EMPLOYER CONTRIBUTIONS
POLICE PENSION FUND

Last Ten Fiscal Years

FISCAL YEAR ENDED DECEMBER 31,	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Actuarially determined contribution	\$ 1,485,673	\$ 1,550,233	\$ 1,708,330	\$ 1,748,025	\$ 1,946,714	\$ 2,057,112	\$ 2,169,845	\$ 2,133,229	\$ 2,097,159	\$ 2,679,240
Contribution in relation to the actuarially determined contribution	1,259,824	1,336,683	1,527,927	1,748,025	1,946,714	2,057,112	1,803,644	2,133,229	2,052,526	2,847,989
CONTRIBUTION DEFICIENCY (Excess)	\$ 225,849	\$ 213,550	\$ 180,403	\$ -	\$ -	\$ -	\$ 366,201	\$ -	\$ 44,633	\$ (168,749)
Covered payroll	\$ 3,598,016	\$ 3,631,184	\$ 3,735,548	\$ 3,829,224	\$ 3,892,216	\$ 3,849,863	\$ 3,932,044	\$ 4,179,054	\$ 4,221,825	\$ 4,300,995
Contributions as a percentage of covered payroll	35.01%	36.81%	40.90%	45.65%	50.02%	53.43%	45.87%	51.05%	48.62%	66.22%

Notes to the Required Supplementary Information

The information presented was determined as part of the actuarial valuations as of January 1 of the prior fiscal year. Additional information as of the latest actuarial valuation presented is as follows: the actuarial cost method was entry-age normal; the amortization method was level percent of pay, closed, and the amortization period was 18 years; the asset valuation method was at fair value; and the significant actuarial assumptions were an investment rate of return of 6.75% annually, projected salary increase assumption of 3.50% to 11.00% (varying by service), and postretirement benefit increases of 3.00% compounded annually.

(See independent auditor's report.)

VILLAGE OF OAK BROOK, ILLINOIS

SCHEDULE OF EMPLOYER CONTRIBUTIONS
FIREFIGHTERS' PENSION FUND

Last Ten Fiscal Years

FISCAL YEAR ENDED DECEMBER 31,	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Actuarially determined contribution	\$ 1,698,405	\$ 1,826,637	\$ 2,015,441	\$ 2,080,231	\$ 2,064,689	\$ 2,150,924	\$ 2,194,631	\$ 2,173,496	\$ 2,316,400	\$ 2,480,119
Contribution in relation to the actuarially determined contribution	1,570,742	1,414,530	1,801,476	2,080,231	2,064,689	2,150,924	1,834,554	2,173,496	2,252,102	2,754,407
CONTRIBUTION DEFICIENCY (Excess)	\$ 127,663	\$ 412,107	\$ 213,965	\$ -	\$ -	\$ -	\$ 360,077	\$ -	\$ 64,298	\$ (274,288)
Covered payroll	\$ 2,674,017	\$ 2,818,219	\$ 2,812,001	\$ 2,918,844	\$ 3,085,809	\$ 3,187,983	\$ 3,179,407	\$ 3,240,175	\$ 2,974,486	\$ 2,975,539
Contributions as a percentage of covered payroll	58.74%	50.19%	64.06%	71.27%	66.91%	67.47%	57.70%	67.08%	75.71%	92.57%

Notes to the Required Supplementary Information

The information presented was determined as part of the actuarial valuations as of January 1 of the prior fiscal year. Additional information as of the latest actuarial valuation presented is as follows: the actuarial cost method was entry-age normal; the amortization method was level percent of pay, closed, and the amortization period was 18 years; the asset valuation method was at fair value; and the significant actuarial assumptions were an investment rate of return of 6.75% annually, projected salary increase assumption of 4.00% to 12.50% (varying by service), and postretirement benefit increases of 3.00% compounded annually.

(See independent auditor's report.)

VILLAGE OF OAK BROOK, ILLINOIS

SCHEDULE OF CHANGES IN THE EMPLOYER'S
NET PENSION LIABILITY AND RELATED RATIOS
ILLINOIS MUNICIPAL RETIREMENT FUND

Last Nine Fiscal Years

MEASUREMENT DATE DECEMBER 31,	2014	2015	2016	2017	2018	2019	2020	2021	2022
TOTAL PENSION LIABILITY									
Service cost	\$ 613,861	\$ 581,062	\$ 558,199	\$ 524,438	\$ 465,011	\$ 516,338	\$ 544,020	\$ 522,291	\$ 449,159
Interest	2,465,082	2,615,047	2,706,946	2,837,540	2,799,690	2,922,546	3,052,150	3,060,021	3,233,154
Changes of benefit terms	-	-	-	-	-	-	-	-	-
Differences between expected and actual experience	(770,401)	(398,570)	243,794	(677,198)	711,157	389,071	(889,544)	1,476,988	359,635
Changes of assumptions	1,163,670	89,849	(135,521)	(1,138,825)	1,073,505	-	(341,628)	-	-
Benefit payments, including refunds of member contributions	(1,353,166)	(1,466,273)	(1,638,204)	(1,882,278)	(2,159,539)	(2,026,957)	(2,081,335)	(2,409,813)	(2,859,564)
Net change in total pension liability	2,119,046	1,421,115	1,735,214	(336,323)	2,889,824	1,800,998	283,663	2,649,487	1,182,384
Total pension liability - beginning	33,237,409	35,356,455	36,777,570	38,512,784	38,176,461	41,066,285	42,867,283	43,150,946	45,800,433
TOTAL PENSION LIABILITY - ENDING	\$ 35,356,455	\$ 36,777,570	\$ 38,512,784	\$ 38,176,461	\$ 41,066,285	\$ 42,867,283	\$ 43,150,946	\$ 45,800,433	\$ 46,982,817
PLAN FIDUCIARY NET POSITION									
Contributions - employer	\$ 749,983	\$ 715,089	\$ 723,634	\$ 645,761	\$ 647,429	\$ 562,006	\$ 663,595	\$ 629,048	\$ 506,553
Contributions - member	238,409	238,021	243,012	348,030	222,216	240,618	252,942	234,051	230,465
Net investment income	1,874,762	159,375	2,199,050	5,792,968	(2,162,333)	6,770,446	5,960,124	7,531,947	(6,912,633)
Benefit payments, including refunds of member contributions	(1,353,166)	(1,466,273)	(1,638,204)	(1,882,278)	(2,159,539)	(2,026,957)	(2,081,335)	(2,409,813)	(2,859,564)
Other	(294,611)	63,416	247,674	(989,852)	1,282,342	(7,610)	(1,007,512)	156,571	(77,874)
Net change in plan fiduciary net position	1,215,377	(290,372)	1,775,166	3,914,629	(2,169,885)	5,538,503	3,787,814	6,141,804	(9,113,053)
Plan fiduciary net position - beginning	30,916,185	32,131,562	31,841,190	33,616,356	37,530,985	35,361,100	40,899,603	44,687,417	50,829,221
PLAN FIDUCIARY NET POSITION - ENDING	\$ 32,131,562	\$ 31,841,190	\$ 33,616,356	\$ 37,530,985	\$ 35,361,100	\$ 40,899,603	\$ 44,687,417	\$ 50,829,221	\$ 41,716,168
EMPLOYER'S NET PENSION LIABILITY (ASSET)	\$ 3,224,893	\$ 4,936,380	\$ 4,896,428	\$ 645,476	\$ 5,705,185	\$ 1,967,680	\$ (1,536,471)	\$ (5,028,788)	\$ 5,266,649

MEASUREMENT DATE DECEMBER 31,	2014	2015	2016	2017	2018	2019	2020	2021	2022
Plan fiduciary net position as a percentage of the total pension liability	90.88%	86.58%	87.29%	98.31%	86.11%	95.41%	103.56%	110.98%	88.79%
Covered payroll	\$ 5,168,916	\$ 5,230,241	\$ 5,400,260	\$ 4,875,980	\$ 4,930,905	\$ 5,347,086	\$ 5,342,954	\$ 5,199,032	\$ 5,199,032
Employer's net pension liability (asset) as a percentage of covered payroll	62.39%	94.38%	90.67%	13.24%	115.70%	36.80%	(28.76%)	(96.73%)	101.30%

2015 - changes in assumptions related to investment rate of return, retirement age, and mortality rates

2016 - changes in assumptions related to retirement age and mortality rates

2017 - changes in assumptions related to inflation rates, salary rates, and mortality rates

2018 - changes in assumptions related to the investment rate of return

2020 - changes in assumptions related to the inflation rates, salary rates, mortality rates, and investment rate of return

Ultimately, this schedule should present information for the last ten years. However, until ten years of information can be compiled, information will be presented for as many years as is available.

(See independent auditor's report.)

VILLAGE OF OAK BROOK, ILLINOIS

**SCHEDULE OF CHANGES IN THE EMPLOYER'S
NET PENSION LIABILITY AND RELATED RATIOS
POLICE PENSION FUND**

Last Ten Fiscal Years

MEASUREMENT DATE DECEMBER 31,	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
TOTAL PENSION LIABILITY										
Service cost	\$ 826,067	\$ 816,276	\$ 800,389	\$ 833,296	\$ 890,871	\$ 852,541	\$ 869,540	\$ 925,403	\$ 931,194	\$ 1,010,891
Interest	3,141,175	3,338,238	3,563,145	3,650,633	3,902,722	4,041,408	4,215,181	4,277,325	4,404,897	4,833,744
Changes of benefit terms	-	-	-	-	-	63,841	-	-	-	-
Differences between expected and actual experience	1,279,682	(48,037)	(856,825)	(347,589)	199,802	778,897	(698,928)	220,178	2,598,147	910,234
Changes to actuarial assumptions	-	1,597,133	96,439	1,964,218	(182,060)	(196,672)	(324,515)	(35,250)	2,062,373	-
Benefit payments, including refunds of member contributions	(2,288,693)	(2,346,686)	(2,364,839)	(2,315,047)	(2,531,903)	(2,904,890)	(3,060,323)	(3,332,676)	(3,674,259)	(3,771,802)
Net change in total pension liability	2,958,231	3,356,924	1,238,309	3,785,511	2,279,432	2,635,125	1,000,955	2,054,980	6,322,352	2,983,067
Total pension liability - beginning	46,854,212	49,812,440	53,169,364	54,407,673	58,193,184	60,472,616	63,107,741	64,108,696	66,163,676	72,486,028
TOTAL PENSION LIABILITY - ENDING	\$ 49,812,443	\$ 53,169,364	\$ 54,407,673	\$ 58,193,184	\$ 60,472,616	\$ 63,107,741	\$ 64,108,696	\$ 66,163,676	\$ 72,486,028	\$ 75,469,095
PLAN FIDUCIARY NET POSITION										
Contributions - employer	\$ 1,259,824	\$ 1,336,683	\$ 1,527,927	\$ 1,748,025	\$ 1,946,714	\$ 2,057,112	\$ 1,803,644	\$ 2,133,229	\$ 2,052,526	\$ 2,847,989
Contributions - member	358,339	358,499	383,238	386,727	410,316	378,699	521,151	572,232	396,203	545,052
Net investment income	1,115,158	(429,967)	2,176,018	4,461,837	(2,385,632)	6,529,172	4,427,403	5,680,397	(8,340,710)	4,884,978
Benefit payments, including refunds of member contributions	(2,288,693)	(2,346,686)	(2,364,839)	(2,315,047)	(2,531,903)	(2,904,890)	(3,060,323)	(3,332,676)	(3,674,259)	(3,771,802)
Administrative expense	(47,609)	(38,647)	(39,522)	(35,776)	(54,667)	(41,392)	(38,098)	(52,226)	(44,446)	(44,204)
Net change in plan fiduciary net position	397,019	(1,120,118)	1,682,822	4,245,766	(2,615,172)	6,018,701	3,653,777	5,000,956	(9,610,686)	4,462,013
Plan fiduciary net position - beginning	32,574,327	32,971,346	31,851,228	33,534,050	37,779,816	35,164,644	41,183,345	44,837,122	49,838,078	40,227,392
PLAN FIDUCIARY NET POSITION - ENDING	\$ 32,971,346	\$ 31,851,228	\$ 33,534,050	\$ 37,779,816	\$ 35,164,644	\$ 41,183,345	\$ 44,837,122	\$ 49,838,078	\$ 40,227,392	\$ 44,689,405
EMPLOYER'S NET PENSION LIABILITY	\$ 16,841,097	\$ 21,318,136	\$ 20,873,623	\$ 20,413,368	\$ 25,307,972	\$ 21,924,396	\$ 19,271,574	\$ 16,325,598	\$ 32,258,636	\$ 30,779,690

MEASUREMENT DATE DECEMBER 31,	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Plan fiduciary net position as a percentage of the total pension liability	66.19%	59.91%	61.63%	64.92%	58.15%	65.26%	69.94%	75.33%	55.50%	59.22%
Covered payroll	\$ 3,631,184	\$ 3,735,548	\$ 3,829,224	\$ 3,892,216	\$ 3,849,863	\$ 3,932,044	\$ 4,179,054	\$ 4,221,825	\$ 4,300,995	\$ 4,580,309
Employer's net pension liability as a percentage of covered payroll	463.79%	570.68%	545.11%	524.47%	657.37%	557.58%	461.15%	386.70%	750.03%	672.00%

Changes in assumption from 2015 - 2021 relate to changes in mortality rates.

(See independent auditor's report.)

VILLAGE OF OAK BROOK, ILLINOIS

SCHEDULE OF CHANGES IN THE EMPLOYER'S
NET PENSION LIABILITY AND RELATED RATIOS
FIREFIGHTERS' PENSION FUND

Last Ten Fiscal Years

MEASUREMENT DATE DECEMBER 31,	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
TOTAL PENSION LIABILITY										
Service cost	\$ 746,748	\$ 746,748	\$ 756,771	\$ 782,892	\$ 786,115	\$ 807,975	\$ 818,358	\$ 808,944	\$ 801,777	\$ 793,365
Interest	2,926,848	3,040,301	3,229,650	3,287,875	3,347,278	3,420,108	3,489,011	3,570,069	3,800,750	3,971,907
Changes of benefit terms	-	-	-	-	-	64,336	-	-	-	-
Differences between expected and actual experience	507,637	163,758	(569,891)	(768,292)	(96,554)	(139,992)	327,007	(41,604)	1,101,246	(78,159)
Changes to actuarial assumptions	-	1,474,675	90,432	300,225	(156,879)	(175,274)	(307,978)	2,275,678	124,403	-
Benefit payments, including refunds of member contributions	(2,385,491)	(2,615,406)	(2,645,270)	(2,695,712)	(2,756,038)	(2,889,667)	(3,043,861)	(3,188,405)	(3,188,405)	(3,379,811)
Net change in total pension liability	1,795,742	2,810,076	861,692	906,988	1,123,922	1,087,486	1,282,537	3,424,682	2,639,771	1,307,302
Total pension liability - beginning	43,806,712	45,602,454	48,412,530	49,274,222	50,181,210	51,305,132	52,392,618	53,675,155	57,099,837	59,739,608
TOTAL PENSION LIABILITY - ENDING	\$ 45,602,454	\$ 48,412,530	\$ 49,274,222	\$ 50,181,210	\$ 51,305,132	\$ 52,392,618	\$ 53,675,155	\$ 57,099,837	\$ 59,739,608	\$ 61,046,910
PLAN FIDUCIARY NET POSITION										
Contributions - employer	\$ 1,570,742	\$ 1,414,530	\$ 1,801,476	\$ 2,080,231	\$ 2,064,689	\$ 2,150,924	\$ 1,834,554	\$ 2,173,496	\$ 2,252,102	\$ 2,754,407
Contributions - member	267,458	269,349	273,775	295,477	300,087	308,176	317,505	332,919	299,887	300,356
Net investment income	1,178,816	(256,566)	1,794,320	3,459,107	(1,255,489)	4,971,530	4,559,197	4,041,581	(6,349,869)	4,522,109
Benefit payments, including refunds of member contributions	(2,385,491)	(2,615,406)	(2,645,270)	(2,695,712)	(2,756,038)	(2,889,667)	(3,043,861)	(3,188,405)	(3,188,405)	(3,379,811)
Administrative expense	(75,386)	(46,351)	(40,567)	(41,034)	(45,569)	(45,897)	(43,590)	(62,320)	(38,343)	(48,130)
Net change in plan fiduciary net position	556,139	(1,234,444)	1,183,734	3,098,069	(1,692,320)	4,495,066	3,623,805	3,297,271	(7,024,628)	4,148,931
Plan fiduciary net position - beginning	24,489,991	25,046,130	23,811,686	24,995,420	28,093,489	26,401,169	30,896,235	34,520,040	37,817,311	30,792,683
PLAN FIDUCIARY NET POSITION - ENDING	\$ 25,046,130	\$ 23,811,686	\$ 24,995,420	\$ 28,093,489	\$ 26,401,169	\$ 30,896,235	\$ 34,520,040	\$ 37,817,311	\$ 30,792,683	\$ 34,941,614
EMPLOYER'S NET PENSION LIABILITY	\$ 20,556,324	\$ 24,600,844	\$ 24,278,802	\$ 22,087,721	\$ 24,903,963	\$ 21,496,383	\$ 19,155,115	\$ 19,282,526	\$ 28,946,925	\$ 26,105,296

MEASUREMENT DATE DECEMBER 31,	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Plan fiduciary net position as a percentage of the total pension liability	54.92%	49.18%	50.73%	55.98%	51.46%	58.97%	64.31%	66.23%	51.54%	57.24%
Covered payroll	\$ 2,818,219	\$ 2,812,001	\$ 2,918,844	\$ 3,085,809	\$ 3,187,983	\$ 3,179,407	\$ 3,240,175	\$ 2,974,486	\$ 2,975,539	\$ 3,334,258
Employer's net pension liability as a percentage of covered payroll	729.41%	874.85%	831.80%	715.78%	781.18%	676.11%	591.18%	648.26%	972.83%	782.94%

Changes in assumption in 2021 related to annual pay increases, inflation rate, and mortality rates.

Changes in assumption from 2015 - 2020 relate to changes in mortality rates.

(See independent auditor's report.)

VILLAGE OF OAK BROOK, ILLINOIS

SCHEDULE OF CHANGES IN THE EMPLOYER'S
TOTAL OPEB LIABILITY AND RELATED RATIOS
OTHER POSTEMPLOYMENT BENEFIT PLAN

Last Six Fiscal Years

MEASUREMENT DATE DECEMBER 31,	2018	2019	2020	2021	2022	2023
TOTAL OPEB LIABILITY						
Service cost	\$ 325,218	\$ 306,833	\$ 399,277	\$ 522,041	\$ 528,266	\$ 371,025
Interest	205,569	239,677	212,958	165,607	168,995	260,598
Differences between expected and actual experience	79,566	(508,380)	(7,464)	(247,647)	(367,568)	(2,483,121)
Changes in assumptions	(315,894)	791,275	765,452	226,690	(1,119,160)	531,192
Implicit benefit payments	(209,110)	(229,223)	(212,036)	(214,995)	(267,003)	(317,864)
Net change in total OPEB liability	85,349	600,182	1,158,187	451,696	(1,056,470)	(1,638,170)
Total OPEB liability - beginning	5,552,825	5,638,174	6,238,356	7,396,543	7,848,239	6,791,769
TOTAL OPEB LIABILITY - ENDING	\$ 5,638,174	\$ 6,238,356	\$ 7,396,543	\$ 7,848,239	\$ 6,791,769	\$ 5,153,599
Covered-employee payroll	\$ 11,490,969	\$ 11,909,451	\$ 12,267,429	\$ 11,422,917	\$ 12,389,356	\$ 12,613,879
Employers total OPEB liability as a percentage of covered-employee payroll	49.07%	52.38%	60.29%	68.71%	54.82%	40.86%

The Village has no assets accumulated in a trust that meets the criteria of GASB codification P22.101 or P52.101 to pay related benefits for the OPEB plan.

2023 changes in assumptions - There was a change with respect to actuarial assumptions from the prior year to reflect revised expectations with respect to discount rates and healthcare cost trend rates.

2022 changes in assumptions - There was a change with respect to actuarial assumptions from the prior year to reflect revised expectations with respect to discount rates and healthcare cost trend rates.

2021 changes in assumptions - There was a change with respect to actuarial assumptions from the prior year to reflect revised expectations with respect to discount rates and salary increases.

2020 changes in assumptions - There was a change with respect to actuarial assumptions from the prior year to reflect revised expectations with respect to discount rates.

2019 and 2018 changes in assumptions - There was a change with respect to actuarial assumptions from the prior year to reflect revised expectations with respect to the discount and mortality rates.

Ultimately, this schedule should present information for the last ten years. However, until ten years of information can be compiled, information will be presented for as many years as is available.

(See independent auditor's report.)

VILLAGE OF OAK BROOK, ILLINOIS

**SCHEDULE OF INVESTMENT RETURNS
POLICE PENSION FUND**

Last Ten Fiscal Years

MEASUREMENT DATE DECEMBER 31,	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Annual money-weighted rate of return, net of investment expense	5.54%	(1.32%)	6.89%	13.35%	(6.34%)	18.71%	10.86%	12.77%	(16.97%)	13.70%

(See independent auditor's report.)

VILLAGE OF OAK BROOK, ILLINOIS

**SCHEDULE OF INVESTMENT RETURNS
FIREFIGHTERS' PENSION FUND**

Last Ten Fiscal Years

MEASUREMENT DATE DECEMBER 31,	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Annual money-weighted rate of return, net of investment expense	5.10%	(1.05%)	7.62%	13.95%	(4.51%)	19.01%	14.99%	11.84%	(16.96%)	15.50%

(See independent auditor's report.)

VILLAGE OF OAK BROOK, ILLINOIS

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

December 31, 2023

BUDGETARY INFORMATION

Budgets are adopted on a basis consistent with GAAP, except for the Enterprise and Internal Service Funds. Annual budgets are adopted for the General, Special Revenue, and Capital Projects Funds on the modified accrual basis. The annual budget is legally enacted and provides for a legal level of control at the program level. All annual appropriations lapse at fiscal year end. The Village does not adopt a budget for the Foreign Fire Insurance, or the Pension Trust Funds.

The Village follows these procedures in establishing the budgetary data reflected in the financial statements:

1. All departments of the Village submit budget requests to the Budget Officer so that a budget may be prepared.
2. The Village Manager submits to the Village Board of Trustees a proposed operating budget for the fiscal year commencing the following January 1. The operating budget includes proposed expenditures and the means of financing them.
3. A public hearing is conducted by the Village to obtain resident comments.
4. Subsequently, the budget is adopted by the Village Board.
5. Annual budgets are adopted for all funds on a basis consistent with GAAP.
6. Formal budgetary integration is employed as a management control device during the year for all funds of the Village.
7. Appropriations lapse at year end.
8. The Village Manager and Budget Officer are authorized to transfer budgeted amounts between line items within any program; however, any revisions that alter the total expenditures of any program or fund must be approved by the Village Board of Trustees. The level of legal control is the individual program budget in total.
9. Budgeted amounts are as originally adopted with the exceptions of approved transfers which were not material in relation to the budgets taken as a whole.

VILLAGE OF OAK BROOK, ILLINOIS
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION (Continued)

BUDGETARY INFORMATION (Continued)

10. The following fund had an excess of actual expenditures over budget for the fiscal year:

<u>Fund</u>	<u>Excess</u>
Hotel/Motel Tax Fund	\$ 2,577
General Fund	1,023,882

**COMBINING AND INDIVIDUAL FUND
FINANCIAL STATEMENTS AND SCHEDULES**

MAJOR GOVERNMENTAL FUNDS

General Fund - to account for resources traditionally associated with governments which are not accounted for in another fund.

Infrastructure Fund - to account for revenues restricted for and expenditures relative to the construction and maintenance of roadways, drainage, and safety pathway systems.

VILLAGE OF OAK BROOK, ILLINOIS

**SCHEDULE OF REVENUES - BUDGET AND ACTUAL
GENERAL FUND**

For the Year Ended December 31, 2023
(With Comparative Actual)

	2023			Variance Over (Under)	2022 Actual
	Original Budget	Final Budget	Actual		
REVENUES					
Intergovernmental					
Municipal sales tax	\$ 16,000,000	\$ 17,636,575	\$ 17,524,488	\$ (112,087)	\$ 17,699,843
Illinois state income and use tax	1,460,900	1,637,086	1,637,086	-	1,674,040
Corporate personal property replacement taxes	450,000	869,774	869,774	-	1,052,604
York Township road and bridge tax	35,000	32,429	37,643	5,214	25,146
Grants	15,662	592,896	717,733	124,837	157,038
Total intergovernmental	17,961,562	20,768,760	20,786,724	17,964	20,608,671
Utility taxes	5,623,000	4,286,590	4,286,590	-	5,214,840
Licenses and permits	1,950,485	3,834,611	3,843,934	9,323	2,452,506
Charges for services	2,137,621	2,998,929	2,714,860	(284,069)	2,181,752
Fines and penalties	313,500	240,760	244,617	3,857	257,345
Investment income	200,000	1,811,615	1,866,677	55,062	(34,779)
Miscellaneous					
Franchise fees	214,800	226,317	226,317	-	229,469
Other	5,000	31,408	522,374	490,966	291,657
Total miscellaneous	219,800	257,725	748,691	490,966	521,126
TOTAL REVENUES	\$ 28,405,968	\$ 34,198,990	\$ 34,492,093	\$ 293,103	\$ 31,201,461

(See independent auditor's report.)

VILLAGE OF OAK BROOK, ILLINOIS

**SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL
GENERAL FUND**

For the Year Ended December 31, 2023
(With Comparative Actual)

	2023				
	Original Budget	Final Budget	Actual	Variance Over (Under)	2022 Actual
GENERAL GOVERNMENT					
Legislative and general management					
Board of trustees					
Personnel	\$ 113,645	\$ 23,783	\$ 23,783	\$ -	\$ 90,182
Materials and supplies	970	776	776	-	2,051
Operation and contractual	307,442	276,256	276,256	-	20,096
Total board of trustees	422,057	300,815	300,815	-	112,329
Village clerk					
Personnel	100,388	109,037	109,037	-	148,702
Materials and supplies	440	28	28	-	1,685
Operation and contractual	8,300	7,574	7,574	-	10,225
Total Village clerk	109,128	116,639	116,639	-	160,612
Legal					
Operation and contractual	613,000	297,228	297,228	-	413,545
Total legal	613,000	297,228	297,228	-	413,545
General management					
Personnel	492,605	573,760	573,760	-	417,180
Materials and supplies	8,083	21,323	21,323	-	31,330
Operation and contractual	32,579	19,330	19,804	474	52,708
Capital outlay	-	-	-	-	10,958
Total general management	533,267	614,413	614,887	474	512,176
Human resources					
Personnel	194,113	265,606	265,606	-	147,341
Materials and supplies	400	12,578	12,578	-	400
Operation and contractual	108,000	81,364	81,364	-	150,174
Total human resources	302,513	359,548	359,548	-	297,915
Risk management					
Personnel	-	-	-	-	20,460
Operation and contractual	250,000	439,885	439,885	-	452,797
Total risk management	250,000	439,885	439,885	-	473,257
Emergency management					
Personnel	2,645	8,400	-	(8,400)	-
Materials and supplies	-	2,800	2,800	-	2,680
Operational and contractual	18,895	6,671	6,671	-	7,424
Capital outlay	-	350,767	500	(350,267)	10,290
Total emergency management	21,540	368,638	9,971	(358,667)	20,394

(This schedule is continued on the following pages.)

VILLAGE OF OAK BROOK, ILLINOIS

SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL (Continued)
GENERAL FUND

For the Year Ended December 31, 2023
(With Comparative Actual)

	2023				
	Original Budget	Final Budget	Actual	Variance Over (Under)	2022 Actual
GENERAL GOVERNMENT (Continued)					
Legislative and general management (Continued)					
Information systems					
Personnel	\$ 381,156	\$ 366,377	\$ 366,377	\$ -	\$ 356,459
Materials and supplies	29,600	21,541	21,541	-	29,700
Operation and contractual	628,700	577,137	647,827	70,690	451,065
Capital	542,590	372,382	379,564	7,182	475,222
Total information systems	1,582,046	1,337,437	1,415,309	77,872	1,312,446
Customer service					
Personnel	53,519	51,786	51,786	-	46,824
Total customer service	53,519	51,786	51,786	-	46,824
Total legislative and general management	3,887,070	3,886,389	3,606,068	(280,321)	3,349,498
Community development management					
Administration					
Personnel	353,045	375,542	402,734	27,192	281,266
Materials and supplies	2,279	1,325	1,325	-	610
Operation and contractual	6,228	1,826	1,826	-	2,379
Total administration	361,552	378,693	405,885	27,192	284,255
Code enforcement					
Personnel	603,836	559,139	559,139	-	563,547
Materials and supplies	4,614	3,646	3,646	-	3,232
Operation and contractual	83,188	28,482	28,482	-	68,353
Total code enforcement	691,638	591,267	591,267	-	635,132
Total community development management	1,053,190	969,960	997,152	27,192	919,387
Financial services					
Financial services management					
Personnel	203,343	209,385	209,385	-	177,462
Materials and supplies	-	279	279	-	152
Operation and contractual	57,109	48,106	48,106	-	50,870
Capital outlay	-	(6,697)	123,442	130,139	13,393
Total financial services management	260,452	251,073	381,212	130,139	241,877
Accounting and reporting					
Personnel	231,221	238,918	238,918	-	373,603
Materials and supplies	6,370	2,643	2,643	-	3,285
Operation and contractual	30,596	28,644	28,644	-	30,503
Total accounting and reporting	268,187	270,205	270,205	-	407,391

(This schedule is continued on the following pages.)

VILLAGE OF OAK BROOK, ILLINOIS

SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL (Continued)
GENERAL FUND

For the Year Ended December 31, 2023
(With Comparative Actual)

	2023				
	Original Budget	Final Budget	Actual	Variance Over (Under)	2022 Actual
GENERAL GOVERNMENT (Continued)					
Financial services (Continued)					
PSEBA benefits					
Personnel	\$ 36,800	\$ 43,035	\$ 43,035	\$ -	\$ 36,143
Purchasing					
Personnel	116,040	128,929	128,929	-	109,821
Materials and supplies	18,300	20,152	20,152	-	17,384
Total purchasing	134,340	149,081	149,081	-	127,205
Total financial services	699,779	713,394	843,533	130,139	812,616
Municipal building improvements					
Capital	15,565	77,571	96,745	19,174	39,663
Total municipal building improvements	15,565	77,571	96,745	19,174	39,663
Expenditure reimbursements paid to other funds	-	-	-	-	109,880
Subtotal general government	5,655,604	5,647,314	5,543,498	(103,816)	5,231,044
Less reimbursements from other funds	(677,401)	(716,572)	(716,572)	-	(565,220)
Total general government	4,978,203	4,930,742	4,826,926	(103,816)	4,665,824
PUBLIC SAFETY					
Police department					
Police services management					
Personnel	394,120	454,109	453,844	(265)	330,957
Materials and supplies	3,160	4,180	4,180	-	3,793
Operation and contractual	59,914	52,759	52,759	-	112,357
Total police services management	457,194	511,048	510,783	(265)	447,107
Police field services					
Personnel	6,365,275	6,856,161	6,851,101	(5,060)	5,640,083
Materials and supplies	12,104	14,440	14,440	-	31,794
Operation and contractual	334,008	330,769	330,769	-	283,607
Capital outlay	244,968	358,524	1,040,598	682,074	207,850
Total police field services	6,956,355	7,559,894	8,236,908	677,014	6,163,334
Police auxiliary services					
Personnel	88,232	125,620	125,620	-	42,118
Total police auxiliary services	88,232	125,620	125,620	-	42,118

(This schedule is continued on the following pages.)

VILLAGE OF OAK BROOK, ILLINOIS

SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL (Continued)
GENERAL FUND

For the Year Ended December 31, 2023
(With Comparative Actual)

	2023				2022 Actual
	Original Budget	Final Budget	Actual	Variance Over (Under)	
PUBLIC SAFETY (Continued)					
Police department (Continued)					
Support services general					
Personnel	\$ 944,455	\$ 925,822	\$ 927,395	\$ 1,573	\$ 930,413
Materials and supplies	62,199	98,847	98,847	-	100,212
Operation and contractual	7,075	7,068	7,068	-	4,170
Total support services general	1,013,729	1,031,737	1,033,310	1,573	1,034,795
Support services detectives					
Personnel	1,100,565	1,562,347	1,569,541	7,194	1,185,077
Materials and supplies	6,652	9,768	9,768	-	3,217
Operation and contractual	44,191	44,337	44,337	-	40,138
Total support services detectives	1,151,408	1,616,452	1,623,646	7,194	1,228,432
Support services records					
Personnel	168,209	208,157	208,157	-	189,074
Materials and supplies	19,814	14,575	14,575	-	15,828
Operation and contractual	536,825	550,246	546,761	(3,485)	518,993
Total support services records	724,848	772,978	769,493	(3,485)	723,895
Total police department	10,391,766	11,617,729	12,299,760	682,031	9,639,681
Fire department					
Fire, rescue, and EMS operations					
Personnel	7,124,830	7,192,489	7,406,844	214,355	6,671,412
Materials and supplies	77,475	58,030	58,030	-	56,853
Operation and contractual	627,334	615,605	615,605	-	350,564
Capital outlay	85,475	70,613	70,613	-	10,571
Total fire, rescue, and EMS operations	7,915,114	7,936,737	8,151,092	214,355	7,089,400
Fire services management					
Personnel	436,807	349,026	348,893	(133)	173,993
Materials and supplies	5,900	4,175	4,175	-	2,414
Operation and contractual	175,233	165,019	164,102	(917)	245,648
Other	9,000	8,517	8,525	8	6,435
Total fire services management	626,940	526,737	525,695	(1,042)	428,490
Special teams operations					
Materials and supplies	13,030	11,043	11,043	-	14,794
Operation and contractual	10,843	7,081	7,081	-	10,898
Total special teams operations	23,873	18,124	18,124	-	25,692

(This schedule is continued on the following pages.)

VILLAGE OF OAK BROOK, ILLINOIS

SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL (Continued)
GENERAL FUND

For the Year Ended December 31, 2023
(With Comparative Actual)

	2023				
	Original Budget	Final Budget	Actual	Variance Over (Under)	2022 Actual
PUBLIC SAFETY (Continued)					
Fire department					
Rescue and fire training					
Personnel	\$ 44,405	\$ 26,567	\$ 26,648	\$ 81	\$ 8,210
Materials and supplies	300	94	94	-	113
Operation and contractual	2,000	-	-	-	-
Total rescue and fire training	46,705	26,661	26,742	81	8,323
Emergency medical services					
Personnel	31,225	20,686	20,686	-	15,010
Materials and supplies	36,725	26,356	26,356	-	29,560
Operation and contractual	141,356	138,801	138,801	-	125,020
Capital outlay	52,376	41,508	47,508	6,000	45,331
Total emergency medical services	261,682	227,351	233,351	6,000	214,921
Fire prevention and public safety					
Personnel	7,780	2,269	2,269	-	121,969
Materials and supplies	3,900	408	408	-	2,797
Operation and contractual	158,595	149,937	149,937	-	2,270
Total fire prevention and public safety	170,275	152,614	152,614	-	127,036
Total fire department	9,044,589	8,888,224	9,107,618	219,394	7,893,862
Total public safety	19,436,355	20,505,953	21,407,378	901,425	17,533,543
PUBLIC WORKS					
Mosquito control					
Operation and contractual	55,943	55,943	55,943	-	66,865
Total mosquito control	55,943	55,943	55,943	-	66,865
Buildings and grounds					
Personnel	378,480	319,165	319,165	-	275,476
Materials and supplies	34,692	39,900	39,900	-	37,813
Operation and contractual	368,668	304,131	304,131	-	327,198
Total buildings and grounds	781,840	663,196	663,196	-	640,487
Forestry					
Personnel	1,295	928	928	-	1,569
Materials and supplies	1,362	2,342	2,342	-	1,788
Operation and contractual	228,359	224,912	224,912	-	149,368
Total forestry	231,016	228,182	228,182	-	152,725

(This schedule is continued on the following pages.)

VILLAGE OF OAK BROOK, ILLINOIS

SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL (Continued)
GENERAL FUND

For the Year Ended December 31, 2023
(With Comparative Actual)

	2023				
	Original Budget	Final Budget	Actual	Variance Over (Under)	2022 Actual
PUBLIC WORKS (Continued)					
Streets					
Personnel	\$ 794,780	\$ 725,310	\$ 725,310	\$ -	\$ -
Materials and supplies	53,940	54,023	54,023	-	-
Operation and contractual	393,469	405,563	405,563	-	-
Total streets	1,242,189	1,184,896	1,184,896	-	-
Snow removal					
Personnel	99,639	16,198	16,198	-	-
Materials and supplies	2,250	921	921	-	-
Operation and contractual	13,238	8,521	8,521	-	-
Total snow removal	115,127	25,640	25,640	-	-
MGT					
Personnel	464,034	446,164	446,164	-	-
Materials and supplies	27,037	19,508	19,508	-	-
Operation and contractual	13,580	8,255	8,255	-	-
Total MGT	504,651	473,927	473,927	-	-
Total public works	2,930,766	2,631,784	2,631,784	-	860,077
CULTURE AND RECREATION					
Library general operations					
Personnel	432,393	448,494	448,494	-	405,625
Materials and supplies	13,000	12,298	12,298	-	11,595
Operation and contractual	88,516	73,812	73,812	-	68,682
Capital outlay	-	-	-	-	9,864
Total library general operations	533,909	534,604	534,604	-	495,766
Library technical services					
Personnel	142,339	144,838	144,838	-	117,258
Materials and supplies	3,600	3,592	3,592	-	3,595
Operation and contractual	300	272	272	-	595
Total library technical services	146,239	148,702	148,702	-	121,448
Library reference and adult services					
Personnel	235,232	239,831	239,831	-	210,675
Materials and supplies	148,300	147,229	147,229	-	144,666
Operation and contractual	12,000	11,988	11,988	-	9,497
Total library reference and adult services	395,532	399,048	399,048	-	364,838
Total culture and recreation	1,075,680	1,082,354	1,082,354	-	982,052

(This schedule is continued on the following page.)

VILLAGE OF OAK BROOK, ILLINOIS

SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL (Continued)
GENERAL FUND

For the Year Ended December 31, 2023
(With Comparative Actual)

	2023				2022 Actual
	Original Budget	Final Budget	Actual	Variance Over (Under)	
DEBT SERVICE					
Principal	\$ -	\$ -	\$ 222,837	\$ 222,837	\$ -
Interest and fees	-	-	3,436	3,436	-
Total debt service	-	-	226,273	226,273	-
TOTAL EXPENDITURES	\$ 28,421,004	\$ 29,150,833	\$ 30,174,715	\$ 1,023,882	\$ 24,041,496

(See independent auditor's report.)

VILLAGE OF OAK BROOK, ILLINOIS

SCHEDULE OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
INFRASTRUCTURE FUND

For the Year Ended December 31, 2023
(With Comparative Actual)

	2023				2022
	Original Budget	Final Budget	Actual	Variance Over (Under)	
REVENUES					
Intergovernmental	\$ 1,089,730	\$ -	\$ -	\$ -	\$ 550,000
Non-home rule sales tax	6,525,000	7,484,933	7,528,765	43,832	7,363,215
Investment income	27,500	562,842	562,842	-	(54,682)
Miscellaneous	1,000	2,845	102,362	99,517	-
Total revenues	7,643,230	8,050,620	8,193,969	143,349	7,858,533
EXPENDITURES					
General government					
Geographic information					
Personnel	22,647	13,081	13,081	-	20,671
Materials and supplies	76,700	137,147	37,147	(100,000)	1,545
Operation and contractual	183,686	186,646	186,646	-	195,481
Total geographic information	283,033	336,874	236,874	(100,000)	217,697
Total general government	283,033	336,874	236,874	(100,000)	217,697
Public works					
Management					
Personnel	-	-	-	-	421,797
Materials and supplies	-	636	636	-	2,495
Operation and contractual	108,500	85,479	85,479	-	41,015
Capital	401,180	154,045	154,045	-	-
Total management	509,680	240,160	240,160	-	465,307
Streets - general salaries					
Personnel	-	21,138	21,138	-	681,286
Materials and supplies	-	-	-	-	3,797
Operation and contractual	-	-	-	-	3,863
Total streets - general salaries	-	21,138	21,138	-	688,946
Streets and traffic maintenance					
Materials and supplies	-	-	-	-	42,290
Operation and contractual	411,912	251,408	251,408	-	496,785
Total streets and traffic maintenance	411,912	251,408	251,408	-	539,075
Snow removal					
Personnel	-	2,871	2,871	-	68,250
Materials and supplies	-	-	-	-	110,840
Operation and contractual	-	-	-	-	49,160
Capital	25,000	23,776	23,776	-	-
Total snow removal	25,000	26,647	26,647	-	228,250
Drainage maintenance					
Materials and supplies	12,000	10,347	10,347	-	11,240
Operation and contractual	57,788	33,595	33,595	-	69,414
Capital	525,000	49,045	49,045	-	-
Total drainage maintenance	594,788	92,987	92,987	-	80,654

(This schedule is continued on the following page.)

VILLAGE OF OAK BROOK, ILLINOIS

SCHEDULE OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL (Continued)
INFRASTRUCTURE FUND

For the Year Ended December 31, 2023
(With Comparative Actual)

	2023				
	Original Budget	Final Budget	Actual	Variance Over (Under)	2022
EXPENDITURES (Continued)					
Public works (Continued)					
Safe pathway maintenance					
Materials and supplies	\$ 10,000	\$ 14,610	\$ 14,610	\$ -	\$ 2,555
Operation and contractual	121,338	15,800	15,800	-	19,450
Capital	-	-	-	-	126,334
Total safe pathway maintenance	131,338	30,410	30,410	-	148,339
Engineering and capital projects engineering					
Personnel	-	-	-	-	54,000
Operation and contractual	371,708	326,481	326,481	-	258,293
Total engineering and capital projects engineering	371,708	326,481	326,481	-	312,293
Roadway improvements					
Operation and contractual	429,847	49,441	88,291	38,850	82,170
Intergovernmental agreements	4,031,819	1,221,587	1,041,286	(180,301)	5,226,362
Total roadway improvements	4,461,666	1,271,028	1,129,577	(141,451)	5,308,532
Reimbursements from other funds					
Reimbursements from other funds	-	(199,430)	(199,430)	-	(323,365)
Reimbursements paid to other funds	339,899	311,575	311,575	-	118,130
Total reimbursements from other funds	339,899	112,145	112,145	-	(205,235)
Total public works	6,845,991	2,372,404	2,230,953	(141,451)	7,566,161
Public safety					
Infrastructure					
Capital	-	99,720	111,500	11,780	-
Total public safety	-	99,720	111,500	11,780	-
Total expenditures	7,129,024	2,808,998	2,579,327	(229,671)	7,783,858
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	514,206	5,241,622	5,614,642	373,020	74,675
OTHER FINANCING SOURCES (USES)					
Transfers in	-	1,000,000	1,000,000	-	-
Total other financing sources (uses)	-	1,000,000	1,000,000	-	-
NET CHANGE IN FUND BALANCE	\$ 514,206	\$ 6,241,622	6,614,642	\$ 373,020	74,675
FUND BALANCE, JANUARY 1			8,880,969		8,806,294
FUND BALANCE, DECEMBER 31			\$ 15,495,611		\$ 8,880,969

(See independent auditor's report.)

NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

Motor Fuel Tax Fund - to account for state gasoline tax allocations restricted for local roadway program expenditures.

Hotel/Motel Tax Fund - to account for local hotel/motel tax receipts restricted for promoting tourism and conventions in the Village.

Foreign Fire Insurance Tax Fund - to account for foreign fire insurance tax revenue restricted for the purchase of items for the benefit of the fire department.

The Promenade TIF Fund - to account for the revenues and expenditures restricted to the Tax Increment Financing District located at 22nd Street and Meyers Road.

VILLAGE OF OAK BROOK, ILLINOIS

COMBINING BALANCE SHEET

December 31, 2023

	Special Revenue				
	Motor Fuel Tax	Hotel/Motel Tax	Foreign Fire Insurance Tax	Promenade TIF	Total
ASSETS					
Cash and investments	\$ 1,992,522	\$ 3,677,222	\$ 177,548	\$ -	\$ 5,847,292
Receivables					
Allotments	31,860	-	-	-	31,860
Accrued interest	74	5,694	-	-	5,768
Other	-	281,877	-	-	281,877
TOTAL ASSETS	\$ 2,024,456	\$ 3,964,793	\$ 177,548	\$ -	\$ 6,166,797
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES					
LIABILITIES					
Accounts payable	\$ 2,354	\$ 93,596	\$ -	\$ -	\$ 95,950
Total liabilities	2,354	93,596	-	-	95,950
DEFERRED INFLOWS OF RESOURCES					
Unavailable other receivables	-	100,000	-	-	100,000
Total deferred inflows of resources	-	100,000	-	-	100,000
FUND BALANCES					
Restricted					
Highways and streets	2,022,102	-	-	-	2,022,102
Public safety	-	-	177,548	-	177,548
Culture and recreation	-	3,771,197	-	-	3,771,197
Total fund balances	2,022,102	3,771,197	177,548	-	5,970,847
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	\$ 2,024,456	\$ 3,964,793	\$ 177,548	\$ -	\$ 6,166,797

(See independent auditor's report.)

VILLAGE OF OAK BROOK, ILLINOIS

**COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES**

For the Year Ended December 31, 2023

	Special Revenue				Total
	Motor Fuel Tax	Hotel/Motel Tax	Foreign Fire Insurance Tax	Promenade TIF	
REVENUES					
Intergovernmental	\$ 352,327	\$ 100,000	\$ 79,001	\$ 74,379	\$ 605,707
Property tax	-	-	-	455,451	455,451
Hotel/motel taxes	-	1,576,776	-	-	1,576,776
Investment income	78,573	138,687	37	6,064	223,361
Miscellaneous	-	4,000	432	-	4,432
Total revenues	430,900	1,819,463	79,470	535,894	2,865,727
EXPENDITURES					
Current					
General government	106,032	320,363	-	5,625	432,020
Public safety	-	-	121,060	-	121,060
Culture and recreation	-	418,249	-	-	418,249
Debt service					
Principal	-	-	-	257,000	257,000
Interest and fiscal agent fees	-	-	-	79,793	79,793
Total expenditures	106,032	738,612	121,060	342,418	1,308,122
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	324,868	1,080,851	(41,590)	193,476	1,557,605
TRANSFERS					
Transfers (out)	-	-	-	(503,396)	(503,396)
Total transfers	-	-	-	(503,396)	(503,396)
NET CHANGE IN FUND BALANCES	324,868	1,080,851	(41,590)	(309,920)	1,054,209
FUND BALANCES, JANUARY 1	1,697,234	2,690,346	219,138	309,920	4,916,638
FUND BALANCES, DECEMBER 31	\$ 2,022,102	\$ 3,771,197	\$ 177,548	\$ -	\$ 5,970,847

(See independent auditor's report.)

VILLAGE OF OAK BROOK, ILLINOIS

**SCHEDULE OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
MOTOR FUEL TAX FUND**

For the Year Ended December 31, 2023
(With Comparative Actual)

	2023				
	Original Budget	Final Budget	Actual	Variance Over (Under)	2022
REVENUES					
Intergovernmental	\$ 461,175	\$ 352,327	\$ 352,327	\$ -	\$ 494,522
Investment income	7,500	78,574	78,573	(1)	20,251
Total revenues	468,675	430,901	430,900	(1)	514,773
EXPENDITURES					
Current					
General government	110,494	106,032	106,032	-	-
Total expenditures	110,494	106,032	106,032	-	-
NET CHANGE IN FUND BALANCE	<u>\$ 358,181</u>	<u>\$ 324,869</u>	324,868	<u>\$ (1)</u>	514,773
FUND BALANCE, JANUARY 1			<u>1,697,234</u>		<u>1,182,461</u>
FUND BALANCE, DECEMBER 31			<u><u>\$ 2,022,102</u></u>		<u><u>\$ 1,697,234</u></u>

(See independent auditor's report.)

VILLAGE OF OAK BROOK, ILLINOIS

**SCHEDULE OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
HOTEL/MOTEL TAX FUND**

For the Year Ended December 31, 2023

	Original Budget	Final Budget	Actual	Variance Over (Under)
REVENUES				
Hotel/motel taxes	\$ 1,150,000	\$ 1,576,776	\$ 1,576,776	\$ -
Intergovernmental	-	-	100,000	-
Investment income	12,000	138,687	138,687	-
Miscellaneous	4,000	4,000	4,000	-
Total revenues	1,166,000	1,719,463	1,819,463	-
EXPENDITURES				
Current				
General government	349,485	320,363	320,363	-
Culture and recreation	674,595	415,672	418,249	2,577
Total expenditures	1,024,080	736,035	738,612	2,577
NET CHANGE IN FUND BALANCE	<u>\$ 141,920</u>	<u>\$ 983,428</u>	1,080,851	<u>\$ (2,577)</u>
FUND BALANCE, JANUARY 1			<u>2,690,346</u>	
FUND BALANCE, DECEMBER 31			<u>\$ 3,771,197</u>	

(See independent auditor's report.)

VILLAGE OF OAK BROOK, ILLINOIS

**SCHEDULE OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
PROMENADE TIF FUND**

For the Year Ended December 31, 2023
(With Comparative Actual)

	2023				
	Original Budget	Final Budget	Actual	Variance Over (Under)	2022
REVENUES					
Intergovernmental					
Municipal sales tax	\$ 15,000	\$ 74,379	\$ 74,379	\$ -	\$ 91,755
Property taxes	405,000	455,451	455,451	-	408,176
Investment income	10	6,064	6,064	-	2,437
 Total revenues	 420,010	 535,894	 535,894	 -	 502,368
EXPENDITURES					
Current					
General government	5,100	5,625	5,625	-	4,575
Debt service					
Principal	257,000	257,000	257,000	-	308,200
Interest and fiscal agent fees	79,725	79,793	79,793	-	178,060
 Total expenditures	 341,825	 342,418	 342,418	 -	 490,835
 EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	 78,185	 193,476	 193,476	 -	 11,533
TRANSFERS					
Transfers (out)	-	(503,396)	(503,396)	-	-
 Total transfers	 -	 (503,396)	 (503,396)	 -	 -
 NET CHANGE IN FUND BALANCE	 <u>\$ 78,185</u>	 <u>\$ (309,920)</u>	 (309,920)	 <u>\$ -</u>	 11,533
 FUND BALANCE, JANUARY 1			 309,920		 298,387
 FUND BALANCE, DECEMBER 31			 <u>\$ -</u>		 <u>\$ 309,920</u>

(See independent auditor's report.)

MAJOR ENTERPRISE FUNDS

Waterworks System Fund - to account for revenues and expenses relative to the operation of the water utility.

Sports Core Fund - to account for revenues and expenses relative to the operation of the Oak Brook Sports Core.

VILLAGE OF OAK BROOK, ILLINOIS

**SCHEDULE OF REVENUES, EXPENSES, AND CHANGES
IN NET POSITION - BUDGET AND ACTUAL
WATERWORKS SYSTEM FUND**

For the Year Ended December 31, 2023
(With Comparative Actual)

	2023			Variance	
	Original Budget	Final Budget	Actual	Over (Under)	2022
OPERATING REVENUES					
Charges for services					
Water sales	\$ 8,230,000	\$ 9,717,533	\$ 9,717,533	\$ -	\$ 11,171,196
Unmetered sales	50,000	47,372	56,465	9,093	99,978
Water tap on charges	75,000	153,640	153,640	-	586,270
Meter fees and special services	25,000	45,220	45,220	-	50,352
Miscellaneous	52,525	127,395	112,367	(15,028)	116,153
Total operating revenues	8,432,525	10,091,160	10,085,225	(5,935)	12,023,949
OPERATING EXPENSES					
Operation of facilities	9,523,847	8,277,696	6,760,363	(1,517,333)	6,147,483
Depreciation and amortization	-	-	1,170,709	1,170,709	1,214,440
Total operating expenses	9,523,847	8,277,696	7,931,072	(346,624)	7,361,923
OPERATING INCOME (LOSS)	(1,091,322)	1,813,464	2,154,153	340,689	4,662,026
NON-OPERATING REVENUES (EXPENSES)					
Investment income (loss)	20,000	1,150,165	1,150,165	-	12,393
Gain (loss) on disposal of capital assets	-	-	-	-	10,416,822
Total non-operating revenues (expenses)	20,000	1,150,165	1,150,165	-	10,429,215
CHANGE IN NET POSITION	\$ (1,071,322)	\$ 2,963,629	3,304,318	\$ 340,689	15,091,241
NET POSITION, JANUARY 1			49,666,119		34,574,878
NET POSITION, DECEMBER 31			\$ 52,970,437		\$ 49,666,119

Note: The gain on disposal of capital assets in 2022 relates to the Village's sale of the water system.

(See independent auditor's report.)

VILLAGE OF OAK BROOK, ILLINOIS

**SCHEDULE OF DETAILED EXPENSES - BUDGET AND ACTUAL - BUDGETARY BASIS
WATERWORKS SYSTEM FUND**

For the Year Ended December 31, 2023
(With Comparative Actual)

	2023			Variance	
	Original Budget	Final Budget	Actual	Over (Under)	2022
OPERATING EXPENSES					
Operation of facilities					
Public works - water operations					
Personnel	\$ 698,912	\$ 712,225	\$ 712,225	\$ -	\$ 480,809
Materials and supplies	95,349	103,387	103,387	-	81,992
Operation and contractual	4,923,211	5,931,320	5,712,125	(219,195)	5,408,771
Reimbursement to other funds	186,595	171,048	171,048	-	420,490
Total public works - water operations	5,904,067	6,917,980	6,698,785	(219,195)	6,392,062
Capital improvements					
Capital outlay	3,619,780	1,359,716	1,638,799	279,083	121,526
Total capital improvements	3,619,780	1,359,716	1,638,799	279,083	121,526
TOTAL OPERATING EXPENSES (BUDGETARY BASIS)	\$ 9,523,847	\$ 8,277,696	8,337,584	\$ 59,888	6,513,588
ADJUSTMENTS TO GAAP BASIS					
Capital expenditures			(1,638,799)		(121,526)
Depreciation and amortization expense			1,170,709		1,214,442
Pension expense - IMRF			61,374		(224,943)
OPEB expense			204		(19,636)
Total adjustments to GAAP basis			(406,512)		848,337
TOTAL OPERATING EXPENSES (GAAP BASIS)			\$ 7,931,072		\$ 7,361,925

(See independent auditor's report.)

VILLAGE OF OAK BROOK, ILLINOIS

**SCHEDULE OF REVENUES, EXPENSES, AND CHANGES
IN NET POSITION - BUDGET AND ACTUAL
SPORTS CORE FUND**

For the Year Ended December 31, 2023
(With Comparative Actual)

	2023				
	Original Budget	Final Budget	Actual	Variance Over (Under)	2022
OPERATING REVENUES					
Charges for services					
Golf club	\$ 2,997,300	\$ 3,199,048	\$ 3,190,657	\$ (8,391)	\$ 2,891,537
Swimming and tennis	590,600	531,526	524,726	(6,800)	490,128
Special events	-	-	-	-	66,812
Rentals and commissions	626,000	453,597	440,024	(13,573)	608,398
Food and beverage	798,000	816,681	816,681	-	836,471
Total operating revenues	5,011,900	5,000,852	4,972,088	(28,764)	4,893,346
OPERATING EXPENSES					
Golf club	2,980,560	2,332,897	2,334,404	1,507	1,876,667
Swimming and tennis	975,906	585,750	769,822	184,072	471,338
Special events	13,390	5	5	-	185,019
Rentals and commissions	409,592	188,050	195,085	7,035	286,130
Food and beverage	586,444	582,989	659,941	76,952	649,448
Total operating expenses	4,965,892	3,689,691	3,959,257	269,566	3,468,602
OPERATING INCOME (LOSS)	46,008	1,311,161	1,012,831	(298,330)	1,424,744
NON-OPERATING REVENUES (EXPENSES)					
Investment income	75	66	29,458	29,392	17,339
Miscellaneous	-	12,568	12,568	-	(17,542)
Total non-operating revenues (expenses)	75	12,634	42,026	29,392	(203)
INCOME (LOSS) BEFORE TRANSFERS	46,083	1,323,795	1,054,857	(268,938)	1,424,541
TRANSFERS					
Transfers in	300,000	-	-	-	278,773
Total transfers	300,000	-	-	-	278,773
CHANGE IN NET POSITION	<u>\$ 346,083</u>	<u>\$ 1,323,795</u>	1,054,857	<u>\$ (268,938)</u>	1,703,314
NET POSITION, JANUARY 1			<u>15,308,692</u>		<u>13,605,378</u>
NET POSITION, DECEMBER 31			<u>\$ 16,363,549</u>		<u>\$ 15,308,692</u>

The golf surcharge fund was consolidated into the Sports Core Fund during the year ended December 31, 2022.

(See independent auditor's report.)

VILLAGE OF OAK BROOK, ILLINOIS

**SCHEDULE OF DETAILED REVENUES - BUDGET AND ACTUAL
SPORTS CORE FUND**

For the Year Ended December 31, 2023
(With Comparative Actual)

	2023				
	Original Budget	Final Budget	Actual	Variance Over (Under)	2022
CHARGES FOR SERVICE					
Golf club					
Fees	\$ 2,178,250	\$ 2,501,117	\$ 2,499,217	\$ (1,900)	\$ 2,116,803
Surcharge	150,000	-	-	-	138,297
Memberships	410,000	484,100	480,100	(4,000)	404,975
Merchandise sales	259,000	202,707	202,707	-	226,529
Miscellaneous	50	11,124	8,633	(2,491)	4,933
Total golf club	2,997,300	3,199,048	3,190,657	(8,391)	2,891,537
Swimming and tennis					
Fees	68,600	107,251	107,251	-	83,582
Memberships	519,250	413,748	406,948	(6,800)	402,838
Merchandise sales	500	6,770	6,770	-	1,189
Miscellaneous	2,250	3,757	3,757	-	2,519
Total swimming and tennis	590,600	531,526	524,726	(6,800)	490,128
Special events					
Miscellaneous	-	-	-	-	66,812
Total special events	-	-	-	-	66,812
Rentals and commissions					
Open field rental	191,000	189,003	184,839	(4,164)	184,377
Butler range rental	85,000	86,080	76,671	(9,409)	70,480
Clubhouse rental income	350,000	178,514	178,514	-	353,541
Total rentals and commissions	626,000	453,597	440,024	(13,573)	608,398
Food and beverage					
Food sales	306,000	313,126	313,126	-	334,371
Beverage sales	492,000	503,555	503,555	-	502,100
Total food and beverage	798,000	816,681	816,681	-	836,471
TOTAL OPERATING REVENUES	\$ 5,011,900	\$ 5,000,852	\$ 4,972,088	\$ (28,764)	\$ 4,893,346

(See independent auditor's report.)

VILLAGE OF OAK BROOK, ILLINOIS

**SCHEDULE OF DETAILED EXPENSES - BUDGET AND ACTUAL - BUDGETARY BASIS
SPORTS CORE FUND**

For the Year Ended December 31, 2023
(With Comparative Actual)

	2023				2022
	Original Budget	Final Budget	Actual	Variance Over (Under)	
OPERATING EXPENSES					
Operations - golf club					
Golf club general operations					
Personnel	\$ 582,181	\$ 564,274	\$ 564,274	\$ -	\$ 558,525
Materials and supplies	229,880	189,691	189,691	-	201,619
Operation and contractual	226,250	255,953	255,953	-	295,067
Capital	170,000	202,687	227,807	25,120	125,915
Total operations - golf club	1,208,311	1,212,605	1,237,725	25,120	1,181,126
Golf club range operations					
Personnel	91,500	69,243	69,243	-	59,482
Materials and supplies	27,500	19,177	19,177	-	19,958
Operation and contractual	26,000	13,610	13,610	-	6,301
Capital	10,000	8,925	8,925	-	10,996
Total operations - golf club range	155,000	110,955	110,955	-	96,737
Golf cart operations					
Personnel	46,290	71,802	71,802	-	42,611
Materials and supplies	3,000	5,916	5,916	-	1,006
Operation and contractual	655,827	61,388	61,388	-	58,817
Total operations - golf cart	705,117	139,106	139,106	-	102,434
Golf course maintenance					
Personnel	425,034	462,878	462,878	-	350,221
Materials and supplies	185,650	209,633	209,633	-	213,678
Operation and contractual	40,300	61,750	61,750	-	53,377
Capital	200,423	115,728	115,728	-	168,276
Total operations - golf course maintenance	851,407	849,989	849,989	-	785,552
Less					
Reimbursement to (from) other funds	60,725	20,242	20,242	-	56,590
Total operations - golf club	2,980,560	2,332,897	2,358,017	25,120	2,222,439
Operations - swimming and tennis					
General operations					
Personnel	19,925	233	233	-	16,577
Materials and supplies	1,100	430	430	-	1,130
Operation and contractual	61,300	66,346	68,214	1,868	22,344
Subtotal general operations	82,325	67,009	68,877	1,868	40,051
Less					
Reimbursement to (from) other funds	20,242	53,976	53,976	-	18,865
Overhead allocation	(87,568)	(87,568)	(87,568)	-	(65,477)
Total general operations	14,999	33,417	35,285	1,868	(6,561)

(This schedule is continued on the following pages.)

VILLAGE OF OAK BROOK, ILLINOIS

SCHEDULE OF DETAILED EXPENSES - BUDGET AND ACTUAL - BUDGETARY BASIS (Continued)
SPORTS CORE FUND

For the Year Ended December 31, 2023
(With Comparative Actual)

	2023				
	Original Budget	Final Budget	Actual	Variance Over (Under)	2022
OPERATING EXPENSES (Continued)					
Operations - swimming and tennis (Continued)					
Swimming operations					
Personnel	\$ 155,670	\$ 136,012	\$ 36,012	\$ (100,000)	\$ 14,714
Materials and supplies	25,140	49,520	49,520	-	42,800
Operation and contractual	119,786	212,723	312,723	100,000	226,760
Capital	550,000	38,207	-	(38,207)	220,321
Overhead allocation	31,522	31,522	31,522	-	23,572
Total swimming operations	882,118	467,984	429,777	(38,207)	528,167
Tennis operations - outdoor					
Materials and supplies	9,956	2,014	2,014	-	7,324
Operation and contractual	60,074	73,576	73,576	-	59,511
Overhead allocation	8,759	8,759	8,759	-	6,548
Total tennis operations - outdoor	78,789	84,349	84,349	-	73,383
Total operations - swimming and tennis	975,906	585,750	549,411	(36,339)	594,989
Special events					
Operation and contractual	13,390	5	5	-	185,019
Total special events	13,390	5	5	-	185,019
Rentals and commissions					
Bath and tennis clubhouse					
Personnel	142,954	15,039	15,039	-	129,887
Materials and supplies	23,972	14,046	14,046	-	23,224
Operation and contractual	76,842	70,625	70,625	-	95,367
Capital	-	-	38,207	38,207	-
Overhead allocation	43,784	43,784	43,784	-	32,739
Total bath and tennis clubhouse	287,552	143,494	181,701	38,207	281,217
Open fields					
Materials and supplies	9,490	1,064	1,064	-	-
Operation and contractual	112,550	43,492	43,492	-	39,262
Total open fields	122,040	44,556	44,556	-	39,262
Total rentals and commissions	409,592	188,050	226,257	38,207	320,479
Food and beverage					
Poolside grill					
Personnel	23,173	27,724	27,724	-	36,280
Materials and supplies	35,600	12,557	12,557	-	33,040
Operation and contractual	5,825	4,926	4,926	-	8,324
Overhead allocation	3,503	3,503	3,503	-	2,619
Total poolside grill	68,101	48,710	48,710	-	80,263

(This schedule is continued on the following page.)

VILLAGE OF OAK BROOK, ILLINOIS

SCHEDULE OF DETAILED EXPENSES - BUDGET AND ACTUAL - BUDGETARY BASIS (Continued)
SPORTS CORE FUND

For the Year Ended December 31, 2023
(With Comparative Actual)

	2023				2022
	Original Budget	Final Budget	Actual	Variance Over (Under)	
OPERATING EXPENSES (Continued)					
Food and beverage (Continued)					
Golf clubhouse					
Personnel	\$ 241,593	\$ 218,100	\$ 218,100	\$ -	\$ 243,203
Materials and supplies	270,750	308,421	308,421	-	285,226
Operation and contractual	6,000	7,758	7,758	-	7,487
Total golf clubhouse	518,343	534,279	534,279	-	535,916
Total food and beverage	586,444	582,989	582,989	-	616,179
TOTAL OPERATING EXPENSES (BUDGETARY BASIS)	\$ 4,965,892	\$ 3,689,691	3,716,679	\$ 26,988	3,939,105
ADJUSTMENTS TO GAAP BASIS					
Capital expenditures			(390,667)		(525,508)
Depreciation expense - golf			269,416		252,151
Depreciation expense - swimming and tennis			218,856		103,230
Depreciation expense - food and beverage			66,842		75,906
Pension expense - IMRF			77,770		(327,976)
OPEB expense			361		(48,306)
Total adjustments to GAAP basis			242,578		(470,503)
TOTAL OPERATING EXPENSES (GAAP BASIS)			\$ 3,959,257		\$ 3,468,602

(See independent auditor's report.)

INTERNAL SERVICE FUNDS

Insurance Fund - to account for all costs associated with self-insurance risks for employee health and dental insurance.

Garage Fund - to account for all costs associated with the operation and maintenance of the Village's vehicle fleet equipment.

Capital Replacement Fund - to account for revenues and expenses relative to the replacement of major capital equipment, primarily vehicles.

VILLAGE OF OAK BROOK, ILLINOIS

COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS

December 31, 2023

	Insurance	Garage	Capital Replacement	Total
CURRENT ASSETS				
Cash and investments	\$ 569,514	\$ 329,769	\$ 1,020,879	\$ 1,920,162
Receivables				
Accrued interest	-	-	1,812	1,812
Other	34,419	1,496	10,833	46,748
Inventories	-	74,010	-	74,010
Total current assets	603,933	405,275	1,033,524	2,042,732
NONCURRENT ASSETS				
Capital assets				
Assets being depreciated				
Cost	-	228,549	5,547,059	5,775,608
Accumulated depreciation	-	(196,548)	(3,458,602)	(3,655,150)
Intangible	-	-	3,045,598	3,045,598
Accumulated amortization	-	-	(936,298)	(936,298)
Net capital assets	-	32,001	4,197,757	4,229,758
Total assets	603,933	437,276	5,231,281	6,272,490
DEFERRED OUTFLOWS OF RESOURCES				
Pension items - IMRF	-	110,101	-	110,101
Deferred outflows of resources - OPEB	-	7,883	-	7,883
Total deferred outflows of resources	-	117,984	-	117,984
Total assets and deferred outflows of resources	603,933	555,260	5,231,281	6,390,474
CURRENT LIABILITIES				
Accounts payable	9,790	20,071	-	29,861
Accrued payroll	-	3,611	-	3,611
Unearned revenue	28,701	-	-	28,701
Interest payable	-	-	-	-
Current compensated absences payable	-	6,179	-	6,179
Current other postemployment benefit liability	-	3,179	-	3,179
Leases	-	-	191,459	191,459
Total current liabilities	38,491	33,040	191,459	262,990
NONCURRENT LIABILITIES				
Compensated absences payable	-	1,090	-	1,090
Net pension liability	-	124,384	-	124,384
Other postemployment benefit liability	-	27,758	-	27,758
Leases	-	-	1,714,939	1,714,939
Total noncurrent liabilities	-	153,232	1,714,939	1,868,171
Total liabilities	38,491	186,272	1,906,398	2,131,161
DEFERRED INFLOWS OF RESOURCES				
Deferred inflows of resources - OPEB	-	22,514	-	22,514
Total deferred inflows of resources	-	22,514	-	22,514
Total liabilities and deferred inflows of resources	38,491	208,786	1,906,398	2,153,675
NET POSITION				
Net investment in capital assets	-	32,001	2,291,359	2,323,360
Unrestricted	565,442	314,473	1,033,524	1,913,439
TOTAL NET POSITION	\$ 565,442	\$ 346,474	\$ 3,324,883	\$ 4,236,799

(See independent auditor's report.)

VILLAGE OF OAK BROOK, ILLINOIS**COMBINING STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
INTERNAL SERVICE FUNDS**

For the Year Ended December 31, 2023

	Insurance	Garage	Capital Replacement	Total
OPERATING REVENUES				
Charges for services	\$ 3,118,879	\$ 683,401	\$ 1,092,896	\$ 4,895,176
Total operating revenues	3,118,879	683,401	1,092,896	4,895,176
OPERATING EXPENSES				
Claims and insurance	3,034,426	-	-	3,034,426
Operations	-	651,753	89,114	740,867
Depreciation and amortization	-	3,980	929,619	933,599
Total operating expenses	3,034,426	655,733	1,018,733	4,708,892
OPERATING INCOME	84,453	27,668	74,163	186,284
NON-OPERATING REVENUES (EXPENSES)				
Investment income	6,370	13,656	33,868	53,894
Interest expense	-	-	(46,941)	(46,941)
Loss on sale of capital assets	-	-	35,151	35,151
Total non-operating revenues (expenses)	6,370	13,656	22,078	42,104
INCOME BEFORE TRANSFERS AND CONTRINBUTIONS	90,823	41,324	96,241	228,388
TRANSFERS				
Transfers in	500,000	-	-	500,000
Total transfers	500,000	-	-	500,000
CAPITAL GRANTS AND CONTRIBUTIONS	-	-	191,889	191,889
CHANGE IN NET POSITION	590,823	41,324	288,130	920,277
NET POSITION (DEFICIT), JANUARY 1	(25,381)	305,150	3,036,753	3,316,522
NET POSITION, DECEMBER 31	\$ 565,442	\$ 346,474	\$ 3,324,883	\$ 4,236,799

(See independent auditor's report.)

VILLAGE OF OAK BROOK, ILLINOIS

**COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS**

For the Year Ended December 31, 2023

	Insurance	Garage	Capital Replacement	Total
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from internal services transactions	\$ 2,835,227	\$ 685,367	\$ 1,092,896	\$ 4,613,490
Receipts from customers and users	379,940	-	-	379,940
Payments to suppliers	(3,753,268)	(437,203)	(101,164)	(4,291,635)
Payments to employees	-	(202,557)	-	(202,557)
Net cash from operating activities	(538,101)	45,607	991,732	499,238
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Amounts received from (paid to) other funds	500,000	-	-	500,000
Net cash from noncapital financing activities	500,000	-	-	500,000
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Proceeds from sale of capital assets	-	-	51,092	51,092
Purchase of capital assets	-	(6,606)	(234,289)	(240,895)
Grant proceeds	-	-	191,889	191,889
Principal payments on leases	-	-	(752,584)	(752,584)
Interest payments on leases	-	-	(93,141)	(93,141)
Net cash from capital and related financing activities	-	(6,606)	(837,033)	(843,639)
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest received	6,370	13,656	(3,877)	16,149
Net cash from investing activities	6,370	13,656	(3,877)	16,149
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(31,731)	52,657	150,822	171,748
CASH AND CASH EQUIVALENTS, JANUARY 1	601,245	277,112	510,364	1,388,721
CASH AND CASH EQUIVALENTS, DECEMBER 31	\$ 569,514	\$ 329,769	\$ 661,186	\$ 1,560,469
CASH AND INVESTMENTS				
Cash and cash equivalents	\$ 569,514	\$ 329,769	\$ 661,186	\$ 1,560,469
Investments	-	-	359,693	359,693
TOTAL CASH AND INVESTMENTS	\$ 569,514	\$ 329,769	\$ 1,020,879	\$ 1,920,162

(This schedule is continued on the following page.)

VILLAGE OF OAK BROOK, ILLINOIS

COMBINING STATEMENT OF CASH FLOWS (Continued)
INTERNAL SERVICE FUNDS

For the Year Ended December 31, 2023

	<u>Insurance</u>	<u>Garage</u>	<u>Capital Replacement</u>	<u>Total</u>
RECONCILIATION OF OPERATING INCOME				
TO NET CASH FLOWS FROM				
OPERATING ACTIVITIES				
Operating income	\$ 84,453	\$ 27,668	\$ 74,163	\$ 186,284
Depreciation and amortization	-	3,980	929,619	933,599
Adjustments to reconcile operating income to net cash from operating activities				
Changes in assets and liabilities				
Accounts receivable	96,288	1,966	-	98,254
Prepaid items	144	-	-	144
Inventories	-	(12,657)	-	(12,657)
Accounts payable	(623,669)	7,671	(12,050)	(628,048)
Accrued payroll	-	604	-	604
Compensated absences	-	(926)	-	(926)
Pension items - IMRF	-	17,246	-	17,246
Pension items - OPEB	-	55	-	55
Unearned revenue	524	-	-	524
Claims payable	(95,841)	-	-	(95,841)
NET CASH FROM OPERATING ACTIVITIES	<u>\$ (538,101)</u>	<u>\$ 45,607</u>	<u>\$ 991,732</u>	<u>\$ 499,238</u>
NONCASH TRANSACTIONS				
Capital assets acquired via lease	\$ -	\$ -	\$ 456,977	\$ 456,977
Loss on disposal of capital assets			15,941	15,941
TOTAL NONCASH TRANSACTIONS	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 472,918</u>	<u>\$ 472,918</u>

(See independent auditor's report.)

VILLAGE OF OAK BROOK, ILLINOIS

SCHEDULE OF REVENUES, EXPENSES, AND CHANGES
IN NET POSITION - BUDGET AND ACTUAL
INSURANCE FUND - BUDGETARY BASIS

For the Year Ended December 31, 2023
(With Comparative Actual)

	2023			Variance	
	Original Budget	Final Budget	Actual	Over (Under)	2022
OPERATING REVENUES					
Charges for services	\$ 3,093,913	\$ 3,119,403	\$ 3,118,879	\$ (524.00)	\$ 3,584,765
Total operating revenues	3,093,913	3,119,403	3,118,879	(524)	3,584,765
OPERATING EXPENSES					
Claims and insurance					
Insurance and administration	1,553,942	3,341,987	3,112,729	(229,258)	1,504,222
Health claims	1,488,755	(78,303)	(78,303)	-	1,986,743
Total operating expenses	3,042,697	3,263,684	3,034,426	(229,258)	3,490,965
OPERATING INCOME (LOSS)	51,216	(144,281)	84,453	228,734	93,800
NON-OPERATING REVENUES (EXPENSES)					
Investment income	500	6,370	6,370	-	1,815
Total non-operating revenues (expenses)	500	6,370	6,370	-	1,815
INCOME (LOSS) BEFORE TRANSFERS	51,716	(137,911)	90,823	228,734	95,615
TRANSFERS					
Transfers in	-	500,000	500,000	-	-
Total transfers	-	500,000	500,000	-	-
CHANGE IN NET POSITION	<u>\$ 51,716</u>	<u>\$ 362,089</u>	590,823	<u>\$ 228,734</u>	95,615
NET POSITION (DEFICIT), JANUARY 1			<u>(25,381)</u>		<u>(120,996)</u>
NET POSITION (DEFICIT), DECEMBER 31			<u>\$ 565,442</u>		<u>\$ (25,381)</u>

(See independent auditor's report.)

VILLAGE OF OAK BROOK, ILLINOIS

SCHEDULE OF REVENUES, EXPENSES, AND CHANGES
IN NET POSITION - BUDGET AND ACTUAL - BUDGETARY BASIS
GARAGE FUND

For the Year Ended December 31, 2023
(With Comparative Actual)

	2023				2022
	Original Budget	Final Budget	Actual	Variance Over (Under)	
OPERATING REVENUES					
Charges for services	\$ 683,901	\$ 683,401	\$ 683,401	\$ -	\$ 621,250
Total operating revenues	683,901	683,401	683,401	-	621,250
OPERATING EXPENSES					
Garage operations					
Personnel	204,970	202,235	202,235	-	224,138
Materials and supplies	272,657	213,884	213,884	-	232,329
Operational and contractual	222,250	172,869	179,535	6,666	176,527
Expenditure reimbursement paid to other funds	-	-	38,798	38,798	40,735
Total operating expenses	699,877	588,988	634,452	45,464	673,729
OPERATING INCOME (LOSS)	(15,976)	94,413	48,949	(45,464)	(52,479)
NON-OPERATING REVENUES (EXPENSES)					
Investment income	1,500	13,656	13,656	-	4,325
Total non-operating revenues (expenses)	1,500	13,656	13,656	-	4,325
CHANGE IN NET POSITION (BUDGETARY BASIS)	(14,476)	108,069	62,605	(45,464)	(48,154)
ADJUSTMENTS TO GAAP BASIS					
Pension expense - IMRF			(17,246)		51,879
OPEB expense			(55)		5,188
Depreciation and amortization			(3,980)		(7,387)
Total adjustments to GAAP basis			(21,281)		49,680
CHANGE IN NET POSITION (GAAP BASIS)	\$ (14,476)	\$ 108,069	41,324		1,526
NET POSITION, JANUARY 1			305,150		303,624
NET POSITION, DECEMBER 31			<u>\$ 346,474</u>		<u>\$ 305,150</u>

(See independent auditor's report.)

VILLAGE OF OAK BROOK, ILLINOIS

SCHEDULE OF REVENUES, EXPENSES, AND CHANGES
IN NET POSITION - BUDGET AND ACTUAL - BUDGETARY BASIS
CAPITAL REPLACEMENT FUND

For the Year Ended December 31, 2023
(With Comparative Actual)

	2023			Variance	
	Original Budget	Final Budget	Actual	Over (Under)	2022
OPERATING REVENUES					
Charges for services	\$ 1,025,587	\$ 1,092,896	\$ 1,092,896	\$ -	\$ 698,940
Total operating revenues	1,025,587	1,092,896	1,092,896	-	698,940
OPERATING EXPENSES					
Materials and supplies	67,000	-	-	-	-
Operational and contractual	59,105	82,648	89,114	6,466	66,210
Expenditure reimbursement paid to other funds	42,328	38,798	-	(38,798)	41,095
Total operating expenses	168,433	121,446	89,114	(32,332)	107,305
OPERATING INCOME	857,154	971,450	1,003,782	32,332	591,635
NON-OPERATING REVENUES (EXPENSES)					
Investment income	4,000	33,868	33,868	-	(1,925)
Principal payments	(843,609)	(869,384)	(752,584)	116,800	(506,572)
Interest expense	-	-	(46,941)	(46,941)	(48,675)
Gain (loss) on disposal of capital assets	5,000	35,284	35,151	(133)	(59,166)
Total non-operating revenues (expenses)	(834,609)	(800,232)	(730,506)	69,726	(616,338)
INCOME BEFORE CONTRIBUTIONS	22,545	171,218	273,276	102,058	(24,703)
CAPITAL GRANTS AND CONTRIBUTIONS	-	191,889	191,889	-	-
CHANGE IN NET POSITION (BUDGETARY BASIS)	\$ 22,545	\$ 363,107	465,165	\$ 102,058	(24,703)
ADJUSTMENTS TO GAAP BASIS					
Principal payments			752,584		506,572
Depreciation and amortization			(929,619)		(907,716)
Total adjustments to GAAP basis			(177,035)		(401,144)
CHANGE IN NET POSITION (GAAP BASIS)	\$ 22,545	\$ 363,107	288,130		(425,847)
NET POSITION, JANUARY 1			3,036,753		3,444,324
Change in accounting principle			-		18,276
NET POSITION, JANUARY 1, RESTATED			3,036,753		3,462,600
NET POSITION, DECEMBER 31			\$ 3,324,883		\$ 3,036,753

(See independent auditor's report.)

FIDUCIARY FUNDS

Fiduciary funds are used to account for assets defined as fiduciary activities.

PENSION TRUST FUNDS

Police Pension Fund - to account for the accumulation of resources used to pay police pension benefits. Resources are provided by member contributions, employer contributions, and investment income.

Firefighters' Pension Fund - to account for the accumulation of resources used to pay firefighters' pension benefits. Resources are provided by member contributions, employer contributions, and investment income.

VILLAGE OF OAK BROOK, ILLINOIS

**COMBINING STATEMENT OF NET POSITION
PENSION TRUST FUNDS**

December 31, 2023

	Police Pension	Firefighters' Pension	Total
ASSETS			
Cash and short-term investments	\$ 3,019,825	\$ 489,638	\$ 3,509,463
Investments held in the Illinois Police Officer's Pension Investment Fund	41,675,815	-	41,675,815
Investments held in the Illinois Firefighters's Pension Investment Fund	-	34,448,588	34,448,588
Prepaid items	3,295	4,603	7,898
Total assets	44,698,935	34,942,829	79,641,764
LIABILITIES			
Accounts payable	9,530	1,215	10,745
Total liabilities	9,530	1,215	10,745
NET POSITION RESTRICTED FOR PENSIONS	\$ 44,689,405	\$ 34,941,614	\$ 79,631,019

(See independent auditor's report.)

VILLAGE OF OAK BROOK, ILLINOIS

**COMBINING STATEMENT OF CHANGES IN PLAN NET POSITION
PENSION TRUST FUNDS**

For the Year Ended December 31, 2023

	Police Pension	Firefighters' Pension	Total
ADDITIONS			
Contributions			
Employer	\$ 2,847,989	\$ 2,754,407	\$ 5,602,396
Employee	545,052	300,356	845,408
Total contributions	3,393,041	3,054,763	6,447,804
Investment income			
Net appreciation in fair value of investments	4,643,812	3,992,445	8,636,257
Interest	295,331	570,068	865,399
Total investment income	4,939,143	4,562,513	9,501,656
Less investment expenses	(54,165)	(40,404)	(94,569)
Net investment income	4,884,978	4,522,109	9,407,087
Total additions	8,278,019	7,576,872	15,854,891
DEDUCTIONS			
Benefits and refunds	3,771,802	3,379,811	7,151,613
Administrative expenses	44,204	48,130	92,334
Total deductions	3,816,006	3,427,941	7,243,947
NET INCREASE	4,462,013	4,148,931	8,610,944
NET POSITION RESTRICTED FOR PENSIONS			
January 1	40,227,392	30,792,683	71,020,075
December 31	\$ 44,689,405	\$ 34,941,614	\$ 79,631,019

(See independent auditor's report.)

STATISTICAL SECTION

This part of the Village of Oak Brook, Illinois' annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the Village's overall financial health.

<u>Contents</u>	<u>Page(s)</u>
Financial Trends These schedules contain trend information to help the reader understand how the Village's financial performance and well-being have changed over time.	115-124
Revenue Capacity These schedules contain information to help the reader assess the Village's most significant local revenue source, the sales tax.	125-134
Debt Capacity These schedules present information to help the reader assess the affordability of the Village's current levels of outstanding debt and the Village's ability to issue additional debt in the future.	135-137
Demographic and Economic Information These schedules offer demographic and economic indicators to help the reader understand the environment within which the Village's financial activities take place.	138-139
Operating Information These schedules contain service and infrastructure data to help the reader understand how the information in the Village's financial report relates to the services the Village provides and the activities it performs.	140-145

Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports for the relevant year.

VILLAGE OF OAK BROOK, ILLINOIS

NET POSITION BY COMPONENT

Last Ten Fiscal Years

Fiscal Year	2014	2015	2016	2017
GOVERNMENTAL ACTIVITIES				
Net investment in capital assets	\$ 60.7	\$ 60.7	\$ 60.5	\$ 61.8
Restricted	11.5	11.3	12.3	14.8
Unrestricted (deficit)	12.1	(27.2)	(26.1)	(27.1)
TOTAL GOVERNMENTAL ACTIVITIES	\$ 84.3	\$ 44.8	\$ 46.7	\$ 49.5
BUSINESS-TYPE ACTIVITIES				
Net investment in capital assets	\$ 30.6	\$ 31.3	\$ 30.6	\$ 29.9
Restricted	-	-	-	-
Unrestricted	3.7	2.2	3.9	6.6
TOTAL BUSINESS-TYPE ACTIVITIES	\$ 34.3	\$ 33.5	\$ 34.5	\$ 36.5
PRIMARY GOVERNMENT				
Net investment in capital assets	\$ 91.3	\$ 92.0	\$ 91.1	\$ 91.7
Restricted	11.5	11.3	12.3	14.8
Unrestricted (deficit)	15.8	(25.0)	(22.2)	(20.5)
TOTAL PRIMARY GOVERNMENT	\$ 118.6	\$ 78.3	\$ 81.2	\$ 86.0

Data Source

Audited Financial Statements

Data in millions

2018	2019	2020	2021	2022	2023
\$ 65.4	\$ 67.5	\$ 69.2	\$ 75.9	\$ 78.9	\$ 76.5
15.3	15.1	12.6	13.4	17.8	21.3
(32.3)	(30.8)	(25.6)	(21.3)	(18.8)	(9.2)
\$ 48.4	\$ 51.8	\$ 56.2	\$ 68.0	\$ 77.9	\$ 88.6
\$ 29.8	\$ 34.0	\$ 37.5	\$ 44.1	\$ 41.2	\$ 41.1
-	-	-	0.3	1.0	-
7.3	6.8	6.7	4.2	22.8	28.4
\$ 37.1	\$ 40.8	\$ 44.2	\$ 48.6	\$ 65.0	\$ 69.5
\$ 95.2	\$ 101.5	\$ 106.7	\$ 120.0	\$ 120.1	\$ 117.6
15.3	15.1	12.6	13.7	18.8	21.3
(25.0)	(24.0)	(18.9)	(17.1)	4.0	19.2
\$ 85.5	\$ 92.6	\$ 100.4	\$ 116.6	\$ 142.9	\$ 158.1

VILLAGE OF OAK BROOK, ILLINOIS

CHANGE IN NET POSITION

Last Ten Fiscal Years

Fiscal Year	2014	2015	2016	2017
EXPENSES				
Governmental Activities				
General government	\$ 4.5	\$ 5.3	\$ 4.7	\$ 5.7
Public safety	14.7	24.6	17.2	17.4
Public works	4.9	7.7	6.4	3.8
Culture and recreation	2.0	1.5	1.5	1.7
Interest on long-term debt	0.3	0.3	0.3	0.3
Total governmental activities expenses	26.4	39.4	30.1	28.9
Business-Type Activities				
Water	7.0	8.0	7.9	7.9
Sports Core	3.6	3.7	3.4	3.5
Total business-type activities expenses	10.6	11.7	11.3	11.4
TOTAL PRIMARY GOVERNMENT EXPENSES	\$ 37.0	\$ 51.1	\$ 41.4	\$ 40.3
PROGRAM REVENUES				
Governmental Activities				
Charges for services				
General government	\$ 1.9	\$ 1.8	\$ 2.1	\$ 2.6
Public safety	1.2	1.2	1.3	1.3
Operating grants and contributions	0.4	0.2	0.2	0.2
Capital grants	0.3	-	-	-
Total governmental activities program revenues	3.8	3.2	3.6	4.1
Business-Type Activities				
Charges for services				
Water	7.0	7.7	8.8	9.9
Sports Core	3.1	3.2	3.4	3.4
Golf surcharge	-	-	-	0.1
Capital grants				
Sports Core	-	-	-	-
Total business-type activities program revenues	10.1	10.9	12.2	13.4
TOTAL PRIMARY GOVERNMENT PROGRAM REVENUES	\$ 13.9	\$ 14.1	\$ 15.8	\$ 17.5
NET REVENUES (EXPENSES)				
Governmental activities	\$ (22.6)	\$ (36.2)	\$ (26.5)	\$ (24.8)
Business-type activities	(0.5)	(0.8)	0.9	2.0
TOTAL PRIMARY GOVERNMENT NET REVENUES (EXPENSES)	\$ (23.1)	\$ (37.0)	\$ (25.6)	\$ (22.8)

2018	2019	2020	2021	2022	2023
\$ 5.5	\$ 6.1	\$ 4.5	\$ 4.4	\$ 4.3	\$ 6.2
18.9	18.9	15.5	14.6	21.2	22.5
5.0	5.3	5.1	4.6	4.5	5.6
1.7	1.8	2.3	1.3	1.4	1.7
0.3	0.2	0.2	0.2	0.2	-
31.4	32.3	27.6	25.1	31.6	36.0
8.8	7.1	6.8	8.3	7.4	7.9
3.5	3.8	3.2	3.2	3.5	3.9
12.3	10.9	10.0	11.5	10.9	11.8
\$ 43.7	\$ 43.2	\$ 37.6	\$ 36.6	\$ 42.5	\$ 47.8
\$ 4.5	\$ 5.3	\$ 4.0	\$ 3.0	\$ 3.0	\$ 4.5
1.5	1.8	1.0	1.5	1.8	2.3
0.2	0.2	0.9	0.5	0.7	0.6
-	-	-	-	0.6	0.7
6.2	7.3	5.9	5.0	6.1	8.1
9.8	10.0	9.9	11.7	12.0	10.1
3.2	3.4	2.9	3.9	4.9	5.0
0.1	0.1	0.1	0.2	-	-
-	-	-	0.2	-	-
13.1	13.5	12.9	16.0	16.9	15.1
\$ 19.3	\$ 20.8	\$ 18.8	\$ 21.0	\$ 23.0	\$ 23.2
\$ (25.2)	\$ (25.0)	\$ (21.7)	\$ (20.1)	\$ (25.5)	\$ (27.9)
0.8	2.6	2.9	4.5	6.0	3.3
\$ (24.4)	\$ (22.4)	\$ (18.8)	\$ (15.6)	\$ (19.5)	\$ (24.6)

VILLAGE OF OAK BROOK, ILLINOIS

CHANGE IN NET POSITION (Continued)

Last Ten Fiscal Years

Fiscal Year	2014	2015	2016	2017
GENERAL REVENUES AND OTHER				
CHANGES IN NET POSITION				
Governmental Activities				
Taxes				
Sales and local use taxes	\$ 17.7	\$ 18.1	\$ 19.3	\$ 18.3
Utility	5.2	5.7	6.0	6.0
Other	2.5	2.8	2.7	3.0
Intergovernmental	-	-	-	-
Investment earnings	(0.2)	0.2	0.3	0.3
Special items	-	-	-	-
Miscellaneous	-	0.2	-	-
Transfers	(0.5)	(0.5)	-	-
Total governmental activities	24.7	26.5	28.3	27.6
Business-Type Activities				
Investment earnings	-	-	-	-
Miscellaneous	-	-	-	-
Gain on sale of capital assets	-	-	-	-
Transfers	0.5	0.5	-	-
Total business-type activities	0.5	0.5	-	-
TOTAL PRIMARY GOVERNMENT	\$ 25.2	\$ 27.0	\$ 28.3	\$ 27.6
CHANGE IN NET POSITION				
Governmental activities	\$ 2.1	\$ (9.7)	\$ 1.8	\$ 2.8
Business-type activities	-	(0.3)	0.9	2.0
TOTAL PRIMARY GOVERNMENT				
CHANGE IN NET POSITION	\$ 2.1	\$ (10.0)	\$ 2.7	\$ 4.8

Note: Intergovernmental revenues were presented separately beginning in 2021.

Data Source

Audited Financial Statements

Data in millions

	2018	2019	2020	2021	2022	2023
\$	18.6	\$ 21.5	\$ 18.9	\$ 7.1	\$ 7.8	\$ 7.9
	6.1	6.3	5.8	5.7	5.2	4.3
	3.2	0.1	0.1	1.3	1.9	2.2
	-	-	-	17.5	20.1	19.7
	0.6	1.1	0.6	(0.1)	(0.1)	2.7
	-	-	-	-	-	1.7
	-	0.1	1.1	0.3	0.4	0.1
	-	(0.7)	(0.4)	-	-	-
	28.5	28.4	26.1	31.8	35.3	38.6
	0.1	0.2	0.1	-	0.03	1.18
	-	0.1	(0.1)	-	-	-
	-	-	-	-	10.40	-
	-	0.7	0.4	-	-	-
	0.1	1.0	0.4	-	10.43	1.2
\$	28.6	\$ 29.4	\$ 26.5	\$ 31.8	\$ 45.7	\$ 39.8
\$	3.3	\$ 3.4	\$ 4.4	\$ 11.7	\$ 9.8	\$ 10.7
	0.9	3.6	3.3	4.5	16.4	4.5
\$	4.2	\$ 7.0	\$ 7.7	\$ 16.2	\$ 26.2	\$ 15.2

VILLAGE OF OAK BROOK, ILLINOIS

FUND BALANCES OF GOVERNMENTAL FUNDS

Last Ten Fiscal Years

Fiscal Year	2014	2015	2016	2017
GENERAL FUND				
Nonspendable	\$ 109,092	\$ 53,406	\$ 58,444	\$ 56,649
Unrestricted				
Committed	-	-	-	-
Assigned	205,050	-	-	-
Unassigned	15,799,127	17,206,014	20,014,100	20,998,025
TOTAL GENERAL FUND	\$ 16,113,269	\$ 17,259,420	\$ 20,072,544	\$ 21,054,674
ALL OTHER GOVERNMENTAL FUNDS				
Nonspendable	\$ -	\$ -	\$ -	\$ -
Restricted	11,533,335	11,296,764	12,439,354	14,813,261
TOTAL ALL OTHER GOVERNMENTAL FUNDS	\$ 11,533,335	\$ 11,296,764	\$ 12,439,354	\$ 14,813,261

Data Source

Audited Financial Statements

2018	2019	2020	2021	2022	2023
\$ 56,010	\$ 90,072	\$ 55,521	\$ 55,773	\$ 55,869	\$ 60,448
-	-	-	-	-	-
-	-	-	-	-	-
21,697,317	24,963,696	28,146,628	31,292,165	38,452,034	42,523,746
\$ 21,753,327	\$ 25,053,768	\$ 28,202,149	\$ 31,347,938	\$ 38,507,903	\$ 42,584,194
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,000
15,356,444	15,040,518	12,636,679	12,192,144	13,797,607	21,341,458
\$ 15,356,444	\$ 15,040,518	\$ 12,636,679	\$ 12,192,144	\$ 13,797,607	\$ 21,466,458

VILLAGE OF OAK BROOK, ILLINOIS

CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS

Last Ten Fiscal Years

Fiscal Year	2014	2015	2016	2017
REVENUES				
Sales tax	\$ 12,149,324	\$ 12,346,857	\$ 13,072,837	\$ 12,481,210
Non-home rules sales tax	5,384,857	5,637,241	5,991,262	5,581,924
Other intergovernmental	2,274,102	1,925,962	1,939,598	1,929,507
Utility taxes	5,203,835	5,673,868	5,967,345	6,033,358
Hotel/motel tax	1,049,631	1,194,811	1,270,131	1,265,583
Licenses and permits	1,448,471	1,385,341	1,882,598	2,205,571
Charges for services	1,044,934	1,058,929	1,075,234	1,106,204
Fines and permits	189,060	177,588	159,799	144,833
Investment income	(155,427)	138,593	203,467	309,786
Miscellaneous	424,552	625,504	421,967	457,543
Total revenues	29,013,339	30,164,694	31,984,238	31,515,519
EXPENDITURES				
General government	5,072,205	4,331,061	4,343,678	5,019,819
Public safety	14,324,720	14,597,010	15,190,063	16,155,248
Public works	4,937,146	7,520,877	6,055,657	3,772,803
Culture and recreations	1,898,393	1,635,690	1,709,465	2,467,432
Capital outlay	-	-	-	-
Debt service - principal	425,000	384,913	420,000	457,000
Interest and issuance costs	346,094	326,465	309,761	287,180
Total expenditures	27,003,558	28,796,016	28,028,624	28,159,482
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	2,009,781	1,368,678	3,955,614	3,356,037
OTHER FINANCING SOURCES (USES)				
Transfers in	156,840	-	516,221	548,454
Transfers (out)	(630,897)	(459,098)	(516,221)	(548,454)
Proceeds from sale of capital assets	-	-	-	-
SBITA issuance	-	-	-	-
Installment contract issuance	-	-	-	-
Total other financing sources (uses)	(474,057)	(459,098)	-	-
NET CHANGE IN FUND BALANCES	\$ 1,535,724	\$ 909,580	\$ 3,955,614	\$ 3,356,037
DEBT SERVICE AS A PERCENTAGE OF NONCAPITAL EXPENDITURES				
	2.86%	2.47%	2.69%	2.84%

Data Source

Audited Financial Statements

2018	2019	2020	2021	2022	2023
\$ 12,685,797	\$ 12,613,608	\$ 11,507,051	\$ 16,021,359	\$ 17,699,843	\$ 17,524,488
5,691,536	5,642,898	4,914,208	6,759,561	7,363,215	7,528,765
1,943,897	2,236,957	3,030,231	3,010,075	4,634,016	4,323,394
6,137,283	6,286,242	5,794,806	5,698,119	5,214,840	4,286,590
1,340,495	1,292,756	458,752	811,146	1,382,607	1,576,776
3,185,402	3,640,730	3,534,650	2,438,302	2,452,506	3,843,934
1,155,142	1,437,850	1,178,173	1,692,157	2,181,752	2,714,860
192,321	203,376	343,288	328,234	257,345	244,617
596,092	1,026,260	621,472	(53,795)	(71,167)	2,652,880
609,096	719,806	291,994	261,315	532,126	855,485
33,537,061	35,100,483	31,674,625	36,966,473	41,647,083	45,551,789
6,818,223	4,453,602	3,844,521	4,030,036	4,970,896	5,495,820
16,652,456	17,369,681	16,297,554	16,616,802	17,605,278	21,639,938
6,765,330	8,265,502	7,723,413	11,946,228	8,426,238	4,862,737
1,569,396	1,586,045	2,151,134	1,190,653	1,392,983	1,500,603
-	-	-	-	-	-
227,000	217,000	305,000	280,000	308,200	479,837
262,820	243,980	224,900	201,500	178,060	83,229
32,295,225	32,135,810	30,546,522	34,265,219	32,881,655	34,062,164
1,241,836	2,964,673	1,128,103	2,701,254	8,765,428	11,489,625
7,790	724,360	971,212	6,450,463	-	1,000,000
(7,790)	(704,518)	(1,354,773)	(6,450,463)	-	(1,500,000)
-	-	-	-	-	-
-	-	-	-	-	344,261
-	-	-	-	-	411,256
-	19,842	(383,561)	-	-	255,517
\$ 1,241,836	\$ 2,984,515	\$ 744,542	\$ 2,701,254	\$ 8,765,428	\$ 11,745,142
1.64%	1.64%	2.01%	1.89%	1.78%	1.74%

VILLAGE OF OAK BROOK, ILLINOIS

ASSESSED VALUE AND ACTUAL VALUE OF TAXABLE PROPERTY

Last Ten Levy Years
(data in thousands)

Levy Year	DuPage and Cook County				Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Taxable Value	Estimated Actual Taxable Value
	Residential Property	Commercial Property	Industrial Property	Railroad Property				
2014	\$ 849,811	\$ 414,919	\$ -	\$ 13	\$ 1,264,743	\$ -	\$ 3,794,229	33.333%
2015	895,787	440,733	-	13	1,336,533	-	4,009,599	33.333%
2016	967,085	461,677	-	13	1,428,775	-	4,286,325	33.333%
2017	1,024,334	486,517	-	13	1,510,864	-	4,532,592	33.333%
2018	1,053,490	508,384	-	13	1,561,887	-	4,685,661	33.333%
2019	1,062,063	538,892	-	13	1,600,968	-	4,802,904	33.333%
2020	1,106,164	536,254	-	13	1,642,431	-	4,927,293	33.333%
2021	1,127,218	546,817	-	13	1,674,048	-	5,022,144	33.333%
2022	1,128,117	546,829	-	13	1,674,959	-	5,024,877	33.333%
2023	1,152,379	571,428	-	13	1,723,820	-	5,171,460	33.333%

Note: Property in the Village is reassessed each year. Property is assessed at 33% of actual value. Data in thousands.

Data Source

Office of the County Clerk

VILLAGE OF OAK BROOK, ILLINOIS

DIRECT AND OVERLAPPING GOVERNMENTS

Last Ten Levy Years

Tax Levy Year	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Tax Rates										
Village of Oak Brook	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Basic Town	0.4993	0.4783	0.4490	0.4145	0.4006	0.3932	0.3848	0.3848	0.3848	0.3605
Junior College #502	0.2975	0.2786	0.2626	0.2431	0.2317	0.2112	0.2114	0.2114	0.2114	0.1946
Grade School #53	1.2932	1.2435	1.1710	1.1415	1.1447	1.1591	1.1643	1.1643	1.1643	1.2165
High School #86	1.5921	1.5592	1.4731	1.4380	1.4415	1.6110	1.6142	1.6129	1.6129	1.6639
Oak Brook Park District	0.2442	0.2349	0.2229	0.2184	0.2940	0.2923	0.2874	0.2874	0.2874	0.3081
TOTAL TAX RATES	\$ 3.9263	\$ 3.7945	\$ 3.5786	\$ 3.4555	\$ 3.5125	\$ 3.6668	\$ 3.6621	\$ 3.6608	\$ 3.6608	\$ 3.7436

Note: Basic Town includes all county, forest preserve, and township rates. Property tax rates are per \$100 of assessed valuation.

Data Source

Office of the County Clerk

VILLAGE OF OAK BROOK, ILLINOIS

PRINCIPAL SALES TAX PAYERS

Current Year and Nine Years Ago

2023		2014	
Taxpayer	Sales Taxes Revenue	Taxpayer	Sales Taxes Revenue
Ahead Inc.		Apple Inc.	
Apple Inc.		Carvana LLC	
Carvana LLC		Lord & Taylor LLC	
CD Peacock 1837 Inc.		Macy's	
Costco Wholesale 388		The Neiman Marcus Group LLC	
Louis Vuitton		Nordstrom Inc.	
Macys		Nordstrom Rack	
Nordstrom Inc.		Sears Roebuck & Co.	
Room & Board Inc.		Tesla Motors, Inc.	
The Neiman Marcus Group LLC		Tiffany & Co.	
TOP TEN TOTAL	\$ 7,320,731	TOP TEN TOTAL	\$ 6,180,056
TOTAL SALES TAX REVENUE	\$ 17,404,486	TOTAL SALES TAX REVENUE	\$ 12,004,427
TOP TEN AS A PERCENT OF SALES TAX REVENUE	42.06%	TOP TEN AS A PERCENT OF SALES TAX REVENUE	51.48%

Note: Confidentiality rules of the Illinois Department of Revenue prohibit disclosure of individual taxpayer payment information. The data presented above is organized alphabetically with revenue for the top ten taxpayers reported in aggregate for the years presented.

Data Source

Illinois Department of Revenue - above represents January 1 - December 31 Village cash collections.

VILLAGE OF OAK BROOK, ILLINOIS

DIRECT AND OVERLAPPING SALES TAX RATES

Last Ten Fiscal Years

Fiscal Year	Village Direct Rate	State Rate	DuPage County Rate	DuPage County Water Commission Rate	Regional Transportation Authority Rate	Village Non-Home Rule Rate	Total Rate
2014	1.00%	5.00%	0.25%	0.25%	0.75%	0.50%	7.75%
2015	1.00%	5.00%	0.25%	0.25%	0.75%	0.50%	7.75%
2016	1.00%	5.00%	0.25%	0.00%	0.75%	0.50%	7.50%
2017	1.00%	5.00%	0.25%	0.00%	0.75%	0.50%	7.50%
2018	1.00%	5.00%	0.25%	0.00%	0.75%	0.50%	7.50%
2019	1.00%	5.00%	0.25%	0.00%	0.75%	0.50%	7.50%
2020	1.00%	5.00%	0.25%	0.00%	0.75%	0.50%	7.50%
2021	1.00%	5.00%	0.25%	0.00%	0.75%	0.50%	7.50%
2022	1.00%	5.00%	0.25%	0.00%	0.75%	0.50%	7.50%
2023	1.00%	5.00%	0.25%	0.00%	0.75%	0.50%	7.50%

Data Sources

Village Records

VILLAGE OF OAK BROOK, ILLINOIS

RETAIL SALES VOLUME - TOP 25 ILLINOIS COMMUNITIES

State Collection Period January 1, 2023 Through December 31, 2023

Municipality	Rank	(1) Estimated Sales	Sales Per Capita	2020 Population
Chicago	1	\$ 38,678,280,251	\$ 14,083	2,746,388
Naperville	2	4,754,434,419	31,794	149,540
Schaumburg	3	4,190,009,928	53,225	78,723
Springfield	4	3,675,376,890	32,129	114,394
Mt. Prospect	5	3,488,245,797	61,357	56,852
Aurora	6	3,180,958,054	17,619	180,542
Joliet	7	3,053,986,825	20,311	150,362
Rockford	8	2,978,644,911	20,037	148,655
Peoria	9	2,655,491,159	23,469	113,150
Orland Park	10	2,587,590,538	44,079	58,703
Glenview	11	2,371,513,514	48,691	48,705
Champaign	12	2,242,314,290	25,394	88,302
Bloomington	13	2,165,368,379	27,521	78,680
Elgin	14	2,097,445,402	18,271	114,797
Bolingbrook	15	2,007,340,614	27,155	73,922
Niles	16	1,934,070,411	34,555	55,971
Skokie	17	1,906,492,183	28,109	67,824
Vernon Hills	18	1,813,650,355	67,547	26,850
Tinley Park	19	1,799,126,327	58,202	30,912
St. Charles	20	1,770,366,875	30,334	58,362
Oak Brook	21	1,756,592,420	215,190	8,163
Elk Grove Village	22	1,622,871,873	50,610	32,066
Normal	23	1,579,399,308	29,470	53,594
Downers Grove	24	1,558,745,904	31,022	50,247
Arlington Heights	25	1,543,347,986	19,869	77,676

Note (1): Distributions to municipalities of the 1% municipal tax were used to calculate the estimated retail sales. Actual sales tax amounts were received by the municipalities April 1, 2023 through March 31, 2024.

Data Source

Source: U.S. Census Bureau, 2020 Population Estimates.

VILLAGE OF OAK BROOK, ILLINOIS

SALES TAX RECEIPTS - CASH BASIS

Last Ten Fiscal Years

Fiscal Year Ended December 31,	Village Share/ State Sales Tax Receipts	% Change from Preceding Year	Non-Home Rule Sales Tax Receipts	% Change from Preceding Year	Total Sales Tax Receipts	% Change from Preceding Year
2014	\$ 12,004,427	3.12%	\$ 5,336,836	3.19%	\$ 17,341,263	3.14%
2015	12,376,637	3.10%	5,667,235	6.19%	18,043,872	4.05%
2016	13,021,926	5.21%	5,997,652	5.83%	19,019,578	5.41%
2017	12,541,909	(3.69%)	5,711,846	(4.77%)	18,253,755	(4.03%)
2018	12,364,673	(1.41%)	5,581,941	(2.27%)	17,946,614	(1.68%)
2019	12,585,990	1.79%	5,682,101	1.79%	18,268,091	1.79%
2020	11,743,296	(6.70%)	5,097,177	(10.29%)	16,840,473	(7.81%)
2021	14,352,323	22.22%	6,076,409	19.21%	20,428,732	21.31%
2022	17,984,683	25.31%	7,471,148	22.95%	25,455,831	24.61%
2023	17,704,486	(1.56%)	7,518,876	0.64%	25,223,362	(0.91%)

Data Source

Village Records

VILLAGE OF OAK BROOK, ILLINOIS

STATE SALES TAX RECEIPTS BY MONTH - CASH BASIS

Last Six Fiscal Years

Month	Fiscal Year Ended December 31,						Percentage Change From Preceding Year				
	2018	2019	2020	2021	2022	2023	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
January	\$ 941,951	\$ 1,054,244	\$ 1,007,062	\$ 1,152,252	\$ 1,439,904	\$ 1,439,420	11.92%	(4.48%)	14.42%	24.96%	(0.03%)
February	1,041,681	1,152,709	1,147,328	1,093,000	1,532,727	1,432,666	10.66%	(0.47%)	(4.74%)	40.23%	(6.53%)
March	1,639,138	1,704,528	1,753,040	1,481,425	2,387,675	2,265,277	3.99%	2.85%	(15.49%)	61.17%	(5.13%)
April	837,767	723,019	909,241	805,520	1,131,169	1,132,843	(13.70%)	25.76%	(11.41%)	40.43%	0.15%
May	768,902	785,897	891,829	862,808	1,183,441	1,172,490	2.21%	13.48%	(3.25%)	37.16%	(0.93%)
June	994,866	975,961	751,814	1,127,264	1,464,776	1,343,764	(1.90%)	(22.97%)	49.94%	29.94%	(8.26%)
July	918,572	936,555	421,088	1,080,672	1,420,923	1,327,410	1.96%	(55.04%)	156.64%	31.49%	(6.58%)
August	1,066,624	1,071,211	459,383	1,246,636	1,483,558	1,488,644	0.43%	(57.12%)	171.37%	19.00%	0.34%
September	1,058,046	1,054,405	890,754	1,310,110	1,539,864	1,582,997	(0.34%)	(15.52%)	47.08%	17.54%	2.80%
October	1,020,698	1,013,832	1,001,518	1,316,459	1,471,009	1,472,196	(0.67%)	(1.21%)	31.45%	11.74%	0.08%
November	1,092,064	1,109,019	1,156,812	1,458,671	1,531,865	1,628,728	1.55%	4.31%	26.09%	5.02%	6.32%
December	984,364	1,004,610	1,353,427	1,417,506	1,397,773	1,418,048	2.06%	34.72%	4.73%	(1.39%)	1.45%
TOTAL	\$ 12,364,673	\$ 12,585,990	\$ 11,743,296	\$ 14,352,323	\$ 17,984,684	\$ 17,704,483	1.79%	(6.70%)	22.22%	25.31%	(1.56%)

Data Source

Village Records

VILLAGE OF OAK BROOK, ILLINOIS

NON-HOME RULE SALES TAX RECEIPTS BY MONTH - CASH BASIS

Last Six Fiscal Years

Month	Fiscal Year Ended December 31,						Percentage Change From Preceding Year				
	2018	2019	2020	2021	2022	2023	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
January	\$ 420,506	\$ 470,364	\$ 455,347	\$ 503,530	\$ 583,906	\$ 580,095	11.86%	(3.19%)	10.58%	15.96%	(0.65%)
February	472,116	527,597	523,295	468,508	620,650	604,448	11.75%	(0.82%)	(10.47%)	32.47%	(2.61%)
March	758,180	794,849	806,633	656,995	1,034,891	976,828	4.84%	1.48%	(18.55%)	57.52%	(5.61%)
April	373,991	321,103	390,845	324,939	441,234	493,190	(14.14%)	21.72%	(16.86%)	35.79%	11.78%
May	341,784	351,510	386,430	362,110	459,331	503,671	2.85%	9.93%	(6.29%)	26.85%	9.65%
June	449,890	441,058	306,259	493,875	570,884	556,595	(1.96%)	(30.56%)	61.26%	15.59%	(2.50%)
July	417,534	423,426	159,445	467,393	560,876	564,620	1.41%	(62.34%)	193.14%	20.00%	0.67%
August	486,225	482,610	176,726	547,423	636,568	635,476	(0.74%)	(63.38%)	209.76%	16.28%	(0.17%)
September	482,931	475,733	386,033	566,663	659,035	681,996	(1.49%)	(18.86%)	46.79%	16.30%	3.48%
October	465,528	460,860	430,006	540,135	643,915	649,642	(1.00%)	(6.69%)	25.61%	19.21%	0.89%
November	469,270	479,809	468,485	568,062	659,158	659,986	2.25%	(2.36%)	21.26%	16.04%	0.13%
December	443,986	453,182	607,673	576,774	600,701	612,330	2.07%	34.09%	(5.08%)	4.15%	1.94%
TOTAL	\$ 5,581,941	\$ 5,682,101	\$ 5,097,177	\$ 6,076,407	\$ 7,471,149	\$ 7,518,877	1.79%	(10.29%)	19.21%	22.95%	0.64%

Note: The Village's non-home rule sales tax was effective July 1, 2004 with collections beginning in October 2004.

Data Source

Village Records

VILLAGE OF OAK BROOK, ILLINOIS

SALES TAX BY CATEGORY

Last Ten Fiscal Years

Fiscal Years	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
General merchandise	\$ 1,611,302	\$ 1,408,191	\$ 1,305,272	\$ 1,180,117	\$ 1,142,607	\$ 1,056,602	\$ 598,450	\$ 945,102	\$ 970,078	\$ 1,061,957
Food	57,974	170,497	167,143	191,370	212,053	194,717	104,847	144,642	165,939	111,949
Drinking and eating places	1,717,184	1,770,370	1,844,551	1,866,420	1,931,879	1,909,022	1,087,384	1,799,466	2,402,304	2,686,463
Apparel	3,141,898	3,078,876	2,989,258	2,931,827	2,947,860	2,840,152	1,574,681	2,972,244	3,380,277	3,447,718
Furniture, H.H., and radio	1,421,458	1,606,454	1,613,318	1,472,053	1,601,424	1,485,474	1,163,192	1,509,090	1,830,894	1,773,111
Lumber, building, and hardware	8,686	6,623	4,642	6,603	1,478	56,539	793,096	658,569	639,377	368,841
Automotive and filling stations	1,682,593	1,698,040	1,683,947	1,884,059	1,921,190	2,003,910	2,339,720	3,336,501	3,894,779	3,400,261
Drugs and other retail	1,530,596	1,817,539	1,857,751	1,842,238	1,761,720	1,784,167	1,637,361	2,666,575	2,826,391	3,129,249
Agriculture and all others	486,652	506,631	1,368,475	805,122	633,820	594,012	520,394	735,593	906,174	1,016,130
Manufacturers	451,814	238,943	204,789	262,420	499,353	657,270	1,743,418	1,211,306	663,358	484,880
TOTAL	\$ 12,110,156	\$ 12,302,164	\$ 13,039,146	\$ 12,442,229	\$ 12,653,384	\$ 12,581,865	\$ 11,562,543	\$ 15,979,088	\$ 17,679,571	\$ 17,480,559
Village direct sales tax rate	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%

Note: Gross receipts include both Cook and DuPage County 1% municipal sales tax. Amounts reflect sales tax collected by the Village between April 1 and March 31 as reported by the state.

Data Source

Illinois Department of Revenue - Local Tax Allocation Division

VILLAGE OF OAK BROOK, ILLINOIS
NON-HOME RULE SALES TAX BY CATEGORY

Last Ten Fiscal Years

Fiscal Years	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
General merchandise	\$ 799,234	\$ 697,506	\$ 646,561	\$ 584,228	\$ 566,703	\$ 522,037	\$ 294,715	\$ 466,236	\$ 479,821	\$ 523,583
Food	26,475	82,154	79,404	90,688	100,691	93,947	51,418	71,292	81,824	55,037
Drinking and eating places	854,898	880,598	916,540	927,586	945,281	952,124	537,493	895,054	1,190,009	1,337,673
Apparel	1,570,256	1,538,617	1,493,830	1,464,698	1,450,824	1,419,082	786,163	1,484,558	1,688,306	1,722,388
Furniture, H.H., and radio	707,730	801,746	806,090	737,997	788,327	742,296	579,513	753,972	915,160	886,176
Lumber, building, and hardware	4,341	3,290	2,311	3,292	721	28,266	396,548	329,285	314,423	184,342
Automotive and filling stations	461,447	454,848	443,470	505,785	523,197	538,943	504,204	577,852	657,617	639,359
Drugs and other retail	717,631	862,594	880,058	871,568	824,589	848,731	761,027	1,266,415	1,363,153	1,508,030
Agriculture and all others	221,375	233,499	662,998	375,069	282,685	268,657	226,688	335,313	420,463	474,537
Manufacturers	78,163	80,757	88,331	125,245	240,930	326,811	871,347	605,480	331,433	242,169
TOTAL	\$ 5,441,550	\$ 5,635,609	\$ 6,019,593	\$ 5,686,156	\$ 5,723,948	\$ 5,740,894	\$ 5,009,116	\$ 6,785,457	\$ 7,442,209	\$ 7,573,294
Village non-home rule sales tax rat	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%

Note: Gross receipts include both Cook and DuPage County 1% municipal sales tax. Amounts reflect sales tax collected between April 1 and March 31 as reported by the state.

Data Source

Illinois Department of Revenue - Local Tax Allocation Division

VILLAGE OF OAK BROOK, ILLINOIS

RATIOS OF OUTSTANDING DEBT BY TYPE

Last Ten Fiscal Years

Fiscal Year	Governmental Activities				Business-Type Activities		Total Primary Government	Ratio of Total Outstanding Debt to Equalized Assessed Valuation*	Total Outstanding Debt Per Personal Income	Total Outstanding Debt Per Capita*
	Installment	Installment Contract	Leases	SBITAs	Installment					
	Notes Payable				Notes Payable					
2014	\$ 4,592,176	\$ -	\$ -	\$ -	\$ -	\$ 4,592,176	0.36%	0.44%	\$ 582.54	
2015	4,207,263	-	-	-	-	4,207,263	0.33%	0.41%	533.71	
2016	3,787,263	-	-	-	-	3,787,263	0.28%	0.36%	480.43	
2017	3,330,263	-	-	-	-	3,330,263	0.23%	0.31%	422.46	
2018	3,103,263	-	61,509	-	-	3,164,772	0.21%	0.30%	401.47	
2019	2,886,263	-	450,871	-	-	3,337,134	0.21%	0.31%	423.33	
2020	2,581,263	-	534,667	-	-	3,115,930	0.19%	0.29%	395.27	
2021	2,301,263	-	501,602	-	-	2,802,865	0.18%	0.27%	343.36	
2022**	1,993,063	-	2,207,515	-	-	4,200,578	0.26%	0.35%	514.59	
2023***	-	315,668	1,906,398	405,602	-	2,627,668	0.16%	0.20%	321.90	

Note: Details of the Village's outstanding debt can be found in the notes to financial statements.

*See the schedule of Demographic and Economic Information on page 138 for personal income and population.

**The Village implemented GASB Statement No. 87 for the fiscal year ended December 31, 2022.

***The Village implemented GASB Statement No. 96 for the fiscal year ended December 31, 2023.

Data Source

Village records

VILLAGE OF OAK BROOK, ILLINOIS

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT

December 31, 2023

Governmental Unit	(1) Gross Debt	(2) *Percentage of Debt Applicable to Government	(3) **Government's Share of Debt
DIRECT DEBT			
Village of Oak Brook	\$ 1,906,398	100.00%	\$ 1,906,398
OVERLAPPING DEBT			
DuPage County	137,893,149	3.77%	5,191,703
DuPage Forest Preserve	80,425,000	3.77%	3,028,017
DuPage Water Commission	-	4.17%	-
Sanitary Districts	-	18.40%	-
Park Districts	21,424,136	80.23%	17,187,886
Elementary School Districts	217,107,102	20.17%	43,784,622
High School Districts	318,245,578	10.39%	33,053,669
Junior College 502	103,020,000	3.89%	4,011,295
Unit District 205	258,822,530	5.17%	13,372,183
Total overlapping debt	1,136,937,495		119,629,375
TOTAL	<u>\$ 1,138,843,893</u>		<u>\$ 121,535,773</u>

Note: Totals may not be exact due to rounding.

*Determined by ratio of assessed value of property subject to taxation in overlapping unit to value of subject to taxation in the Village.

**Amount in column (2) multiplied by amount in column (1).

Data Source

Office of the County Clerk

VILLAGE OF OAK BROOK, ILLINOIS

LEGAL DEBT MARGIN INFORMATION

Last Ten Fiscal Years

Fiscal Year	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Legal debt limit	\$ 109,992,484	\$ 109,084,108	\$ 115,276,061	\$ 123,289,569	\$ 130,392,337	\$ 134,790,061	\$ 138,083,532	\$ 144,386,656	\$ 144,386,656	\$ 148,679,632
Total net debt applicable to limit	820,000	555,000	280,000	-	-	-	-	-	-	-
LEGAL DEBT MARGIN	\$ 109,172,484	\$ 108,529,108	\$ 114,996,061	\$ 123,289,569	\$ 130,392,337	\$ 134,790,061	\$ 138,083,532	\$ 144,386,656	\$ 144,386,656	\$ 148,679,632
Total net debt applicable to the limit as a percentage of debt limit	0.75%	0.51%	0.24%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Legal Debt Margin Calculation for Fiscal Year 2023

Assessed value	\$ 1,723,821,817
Legal debt margin	<u>8.625%</u>
Debt limit	148,679,632
Debt applicable to limit General obligation bonds	<u>-</u>
LEGAL DEBT MARGIN	<u>\$ 148,679,632</u>

VILLAGE OF OAK BROOK, ILLINOIS

DEMOGRAPHIC AND ECONOMIC INFORMATION

Last Ten Fiscal Years

Fiscal Year	Population		Per Capita Personal Income	Personal Income	Unemployment Rate
2014	7,883	(E)	\$ 131,719	\$ 1,038,340,877	4.6%
2015	7,883	(E)	131,719	1,038,340,877	4.6%
2016	7,883	(E)	131,719	1,038,340,877	4.4%
2017	8,077	(E)	131,719	1,063,894,363	3.9%
2018	8,077	(E)	131,719	1,063,894,363	2.9%
2019	8,077	(E)	131,719	1,063,894,363	2.2%
2020	8,077	(E)	131,719	1,063,894,363	6.7%
2021	8,163	(E)	131,719	1,075,222,197	4.5%
2022	8,163	(E)	146,409	1,195,136,667	3.7%
2023	8,163	(E)	158,663	1,295,166,069	3.7%

(E) Estimate

Note: Latest information available for DuPage County

Data Source

Village records

VILLAGE OF OAK BROOK, ILLINOIS

PRINCIPAL EMPLOYERS

Current Year and Nine Years Ago

Employer	2023			2014		
	Number of Employees	Rank	% of Total Village Population	Number of Employees	Rank	% of Total Village Population
Oakbrook Center Mall	1	7,275	89.12%	1	4500	57.1%
Advocate Health Care	2	1,853	22.70%	3	1906	24.2%
Ace Hardware Corporation	3	1,096	13.43%	4	836	10.6%
Hub Group	4	640	7.84%	6	540	6.9%
Chamberlain Group	5	600	7.35%			
Millenium Trust	6	477	5.84%			
Blistex	7	455	5.57%	10	210	2.7%
Inland Real Estate Group of Companies	8	357	4.37%	5	783	9.9%
TreeHouse Foods	9	329	4.03%			
Lions Clubs International	10	321	3.93%	8	280	3.6%
McDonald's Corporation				2	2525	32.0%
ADT Security Service, Inc.				7	360	4.6%
Newell Rubbermaid				9	263	3.3%
Follett Higher Education						

Data Source

Selective Telephone and Email Survey

VILLAGE OF OAK BROOK, ILLINOIS

FULL-TIME EQUIVALENT EMPLOYEES

Last Ten Fiscal Years

Function/Program	2014	2015	2016	2017
GENERAL GOVERNMENT				
Board of Trustees	0.50	0.50	0.50	0.50
Village Clerk	1.25	2.75	2.08	2.03
Legal	0.25	0.25	0.35	0.00
General Management	3.00	2.00	1.72	1.60
Human Resources	2.00	2.00	1.10	1.28
Risk Management	0.50	0.50	0.20	0.20
Customer Service	0.00	0.00	1.20	1.20
Business Licenses	0.00	0.00	0.00	0.00
Communications and Marketing	0.50	0.00	0.00	0.00
Purchasing	1.00	1.00	0.00	0.00
Information Services	2.00	2.00	2.65	2.90
Geographic Information Systems	0.00	0.00	0.35	0.35
Total General Government	11.00	11.00	10.15	10.06
FINANCIAL SERVICES				
Financial Services Management	1.00	1.00	0.88	1.00
Accounting and Reporting	3.00	3.00	4.05	3.05
Customer Service	1.50	1.50	0.00	0.00
Purchasing	0.00	0.00	1.00	1.00
Total Financial Services	5.50	5.50	5.93	5.05
PUBLIC WORKS				
Buildings and Grounds	1.00	1.00	1.00	1.50
Forestry	0.00	0.00	0.20	0.20
Garage Operations	2.00	2.00	2.48	2.48
Water Operations	7.00	7.00	7.00	7.00
Public Works Management	2.50	2.50	3.00	3.00
Streets - General Salaries	6.50	6.50	6.90	7.90
Total Public Works	19.00	19.00	20.58	22.08
LIBRARY				
Library General Operations	5.50	6.50	5.88	5.75
Technical Services	2.00	2.00	1.80	1.80
Reference and User Services	3.00	2.00	1.95	1.90
Youth Services	2.00	2.00	1.95	1.90
Total Library	12.50	12.50	11.58	11.35
POLICE				
Police Services Management	3.00	3.00	3.00	3.00
Police Field Services	31.00	31.00	32.20	32.20
Police Auxiliary	0.00	5.00	0.28	0.50
Police General Support	4.00	4.00	4.00	4.00
Police Investigations	6.00	6.00	6.00	6.00
Village Communications Center	0.00	0.00	0.00	0.00
Police Support Services	3.50	3.50	3.25	3.25
Police Adjudication	0.00	0.00	0.00	0.00
Total Police	47.50	52.50	48.73	48.95

2018	2019	2020	2021	2022	2023
0.50	0.50	0.50	0.50	0.50	0.45
1.58	1.55	1.55	1.55	1.55	1.55
0.00	0.00	0.00	0.00	0.00	0.00
1.60	1.50	1.50	1.50	1.50	2.50
0.95	1.25	1.25	1.25	1.25	2.00
0.20	0.20	0.20	0.20	0.20	0.00
1.20	1.20	1.20	0.90	0.90	0.90
0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00
2.40	2.95	2.95	1.90	1.90	2.00
0.35	0.35	0.70	0.70	0.70	0.00
8.78	9.50	9.85	8.50	8.50	9.40
1.00	1.00	1.00	1.00	1.00	1.00
3.05	3.40	3.70	3.70	3.70	3.00
0.00	0.00	0.00	0.00	0.00	0.00
1.00	1.00	1.00	1.00	1.00	1.00
5.05	5.40	5.70	5.70	5.70	5.00
3.00	2.00	2.50	2.50	2.50	2.50
0.20	0.20	0.20	0.20	0.00	0.00
1.98	1.98	1.98	1.98	1.98	1.50
7.00	7.00	7.00	7.00	5.50	5.50
3.00	3.00	3.00	3.00	3.00	3.00
7.40	7.40	7.40	7.40	6.70	7.50
22.58	21.58	22.08	22.08	19.68	20.00
4.75	5.10	5.55	5.25	5.25	5.25
1.80	1.80	1.80	1.80	1.80	1.80
1.90	1.90	1.90	3.75	3.75	3.75
1.90	1.95	1.95	0.00	0.00	0.00
10.35	10.75	11.20	10.80	10.80	10.80
3.00	3.00	3.00	3.00	2.00	3.00
32.20	33.00	33.00	33.00	37.00	32.00
0.50	0.50	0.50	0.50	3.50	3.50
4.00	4.00	5.00	5.00	4.00	5.00
6.00	6.00	6.00	6.00	6.00	6.00
0.00	0.00	0.00	0.00	0.00	0.00
3.25	3.25	3.25	2.00	2.00	4.00
0.00	0.00	0.00	0.00	0.00	0.00
48.95	49.75	50.75	49.50	54.50	53.50

VILLAGE OF OAK BROOK, ILLINOIS

FULL-TIME EQUIVALENT EMPLOYEES (Continued)

Last Ten Fiscal Years

Function/Program	2014	2015	2016	2017
FIRE***				
Fire and EMS - General Salaries**	31.00	31.00	31.00	31.00
Rescue and Fire Service Management	2.20	2.85	2.35	2.35
Fire Rescue and Training	0.00	0.00	0.20	0.20
Emergency Medical Service	6.00	6.00	6.40	6.40
Fire Prevention and Public Safety Education	0.00	0.00	3.60	3.60
Total Fire	39.20	39.85	43.55	43.55
SPORTS CORE				
Sports Core General Operations	1.50	0.50	1.40	1.50
Swimming Operations	1.40	1.40	1.40	1.15
Tennis	1.15	1.15	1.15	0.65
Sports Core Food & Beverage Operations	1.00	1.50	1.50	1.75
Poolside Grill Food & Beverage Operations	0.80	0.80	0.80	0.80
Golf Club Food & Beverage Operations	0.50	0.50	3.80	3.80
Golf Club General Operations	2.00	2.00	8.00	10.15
Golf Learning and Practice	1.50	1.50	1.50	1.50
Golf Cart Operations	1.10	1.10	1.10	1.10
Golf Course Maintenance	3.00	3.00	13.50	12.50
Total Sports Core	13.95	13.45	34.15	34.90
COMMUNITY DEVELOPMENT				
Engineering	3.50	3.50	3.40	2.36
Community Development Management	2.50	2.50	2.60	2.60
Code Enforcement	5.50	6.00	5.91	5.26
Total Community Development	11.50	12.00	11.91	10.22
TOTAL	160.15	165.80	186.58	186.16

Note: Summary represents full-time equivalent positions not including seasonal, temporary, or situational employees. Regular part-time employee hours have been rounded to the nearest quarter full-time equivalent.

**Six contract firefighter/paramedics are used to supplement the full-time complement of firefighter/paramedics.

***Part-time positions that are filled by off-duty full-time Fire Department personnel are not included. These positions include Fire Prevention Inspectors, Building Inspectors, Administrative Aide, EMS Director, Public Safety Information Coordinator, and CPR Coordinator.

Data Source

Village Records

2018	2019	2020	2021	2022	2023
31.00	31.00	30.00	30.00	30.00	27.00
2.35	2.35	2.35	2.35	1.60	5.00
0.20	0.20	0.20	0.20	0.20	0.20
6.60	11.60	9.50	0.50	0.50	0.50
3.60	3.60	3.60	3.60	3.50	2.50
43.75	48.75	45.65	36.65	35.80	35.20
1.40	1.15	1.00	1.00	1.00	0.00
1.15	0.75	0.75	0.25	0.25	1.10
0.75	0.75	0.50	0.00	0.50	0.00
1.10	1.50	1.80	1.80	1.80	1.00
0.00	0.80	0.80	0.80	0.80	0.80
3.80	3.80	3.80	3.80	5.30	5.30
10.15	10.15	10.00	10.00	10.00	7.20
1.50	1.50	1.50	1.50	1.50	1.60
1.10	1.10	1.10	1.10	1.10	1.10
12.50	12.00	12.00	12.00	11.00	6.70
33.45	33.50	33.25	32.25	33.25	24.80
1.88	1.88	1.88	1.88	1.88	0.00
3.05	3.05	3.05	3.05	3.25	3.65
5.26	5.26	5.26	5.26	5.53	5.01
10.19	10.19	10.19	10.19	10.66	8.66
183.10	189.42	188.67	175.67	178.89	167.36

VILLAGE OF OAK BROOK, ILLINOIS

OPERATING INDICATORS BY FUNCTION

Last Ten Fiscal Years

Function/Program	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
PUBLIC SAFETY										
Police										
Physical arrests	196	208	191	212	181	178	125	164	664	686
Parking violations	306	299	901	443	404	317	99	29	160	188
Traffic violations	2,986	2,082	1,465	1,495	1,398	1,596	1,345	1,212	1,056	1,135
Fire										
EMS incidents	1,321	1,329	1,432	1,380	1,408	1,468	1,162	1,493	1,707	2,017
Fire incidents	742	600	630	672	722	693	598	671	1,181	1,214
Community center										
Police calls dispatched	19,853	19,442	23,924	21,656	23,716	23,200	18,460	20,561	18,173	17,492
Fire/EMS calls dispatched	2,448	2,246	2,407	2,493	2,616	2,711	2,253	2,665	2,888	3,231
WATER										
New water meters installed	16	33	19	23	13	7	9	18	41	50
Water main breaks repaired	36	17	43	31	29	23	37	38	20	24
Water pumped (millions of gallons)	1,080	1,152	1,087	995	966	889	840	916	942	961
LIBRARY										
Total circulation	90,485	91,205	112,423	105,129	114,014	140,201	78,614	92,718	155,667	177,293
Avg. daily circulation	265	270	318	312	337	384	248	249	412	466
Total holdings	131,973	102,441	97,201	94,353	91,789	88,520	88,994	91,065	93,982	90,088
COMMUNITY DEVELOPMENT										
Building permits issued	837	850	841	943	908	920	830	865	894	924
Inspections	2,648	2,790	2,999	2,963	2,607	2,510	2,203	2,556	2,686	3,496
Estimated construction value	\$ 110,922,495	\$ 174,948,935	\$ 99,520,330	\$ 176,470,285	\$ 135,704,908	\$ 167,423,370	\$ 179,143,947	\$ 121,039,599	133,244,295	215,308,136
SPORTS CORE										
B&T recreation memberships	338	307	317	294	307	265	-	-	382	333
Social memberships	82	81	77	-	-	-	-	-	-	-
Total events	72	71	75	65	74	88	8	45	59	25
Golf memberships	143	142	145	151	158	150	152	245	277	279
Total golf rounds	33,861	34,019	39,324	39,863	35,256	36,253	41,396	48,656	46,098	47,660

Data Source

Village records

VILLAGE OF OAK BROOK, ILLINOIS

CAPITAL ASSET STATISTICS BY FUNCTION

Last Ten Fiscal Years

Function/Program	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
PUBLIC SAFETY										
Police										
Stations	1	1	1	1	1	1	1	1	1	1
Area patrols	5	5	5	5	5	5	5	5	5	4
Patrol units	11	11	11	11	11	11	11	11	11	11
Fire										
Stations	2	2	2	2	2	2	2	2	2	2
Engine	1	1	1	2	1	1	1	1	0	0
Truck	1	1	1	1	1	1	1	1	1	1
Squad	1	1	1	2	1	1	1	1	1	1
Ambulances	2	2	2	2	2	2	3	3	3	3
Incident command vehicle	1	1	1	1	1	1	1	1	1	1
Reserve apparatus	4	4	4	4	4	4	3	3	2	2
Staff and support vehicles	4	3	3	3	3	4	3	3	6	6
PUBLIC WORKS										
Arterial streets (miles)	9	9	9	9	9	9	9	9	24	24
Residential streets (miles)	49	49	49	49	49	49	49	49	56	56
Streetlights	565	565	565	565	565	565	565	565	666	666
Traffic intersections	11	11	11	11	11	11	11	11	11	11
WATER										
Water mains (miles)	105	105	105	105	105	105	105	105	111	88
Fire hydrants	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,566	1,119
Storage capacity (gallons)	8.0 mil.	8.0 mil.	8.0 mil.	8.0 mil.	8.0 mil.	8.0 mil.	8.0 mil.	8.0 mil.	8.0 mil.	8.0 mil.

Data Source

Village records



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 Special Meeting
of
June 25, 2024

SUBJECT: Wildberry Café – 1100 22nd Street - Architectural Review

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board authorize approval of the Wildberry Pancakes and Cafe architectural plans in accordance with the planned development regulations approved by Ordinance S-1568 for Oak Brook Commons.

Background/History:

Ordinance S-1568 approved the Oak Brook Commons development which included site, landscaping, and building plans for the proposed planned development project. In the case of the retail and restaurant buildings, no specific users were under contract for the five (5) outlots back in May 2019 when the development received approval, so architectural review language was incorporated into the ordinance to address future building design. This language focused on four (4) sided design, façade articulation, and architectural quality to ensure that individual buildings within the development were of high quality and provided visual interest. To ensure a certain level of overall architectural consistency within the project, the Corporate Authorities were designated as the authority to provide an architectural review of the building elevations.

Section C(2) of the planned development ordinance designates the Corporate Authorities to review an Applicant's final building plans to determine compliance with the planned development. If the Corporate Authorities consider the proposed restaurant/retail building compliant, the applicant may proceed with a building permit submittal. If the Corporate Authorities do not consider the proposed restaurant/retail building to be compliant, the Applicant will be directed to submit an application for a non-minor change to the planned development which is processed for a review and recommendation through the P&Z Commission.

A minor amendment was recorded on 05/9/2024 for enclosure of the outdoor dining component of the proposed restaurant.

Staff Comments:

Wildberry has submitted materials which detail the proposed building design. A brief narrative, an architectural site plan, exterior building elevations, and floor plans have been included for the Board's review and reference purposes.

A summary of the different architectural design elements of the proposal are as follows:

- **4-sided architecture.** Architectural character is provided on all 4-sides of the restaurant project. The building's primary material is light colored stone veneer, porcelain tile and composite lap siding contrasting with dark colored aluminum screen, solid stained wood patio cover structure and window openings with dark aluminum sunshades. The diverse material palette, glass windows, doors, awnings, and signage features provide a variety of architectural relief and interest that adds dimension to the building facades.
- **Entrances/focus.** The east entrance is an identifiable focal point from the parking lot with signage over the doorway and awning.
- **Building Colors.** The color scheme of the building is comprised of natural colors with beige, rust, and brown facades. The color scheme will also be enhanced with landscaping improvements on all 4- sides of the building consisting of trees, shrubs and ornamental grasses as shown in the renderings.
- **Building materials.** Building materials include composite wood siding, metal screening, porcelain tile, natural stone cladding, and stained wood which relates to adjacent buildings in Oak Brook Commons. The proposed building elevations are consistent with the provisions of Section C(1) of the planned development ordinance with a focus being masonry materials or materials of comparable quality and durability, 2) no split face concrete block, and 3) no more than 25% of any individual building façade being comprised of EIFS or similar stucco material.
- **Service and Utility Areas** - Roof top mechanical units will be screened by the building structure, a parapet, or other approved screening system. The trash/loading area is proposed to be attached to the building on the northeast side and not visible to the public.
- **Wall Signs.** Two (2) wall signs are proposed on the east and south building facades and these signs appear to comply with the sign code. The signs are modest and do not overwhelm any individual building facades and are strategically positioned to be visible from 22nd Street. The west façade has a graphic element added for visual interest and is not considered a sign. Further details related to these signs will be reviewed as part of a comprehensive sign permit process.
- **Other.** The rendering plans have been provided for reference purposes and to give the Board a better understanding of the overall design and concept layout.

All of the building design criteria are intended to raise the quality of construction, diversify the color/material palette, and promote high quality architectural design for the restaurant. The Wildberry proposal is also consistent with the design prototype that was included as an exhibit to the planned development ordinance which is attached and labeled Ordinance S-1568 Design Prototype.

If the Corporate Authorities concur with the Applicant's final building plans and determine that

these plans are in compliance with the intent and purpose of the planned development ordinance, Staff requests that the Corporate Authorities approve the architectural plans submitted by Wildberry Pancakes and Cafe for the restaurant project at 1100 22nd Street and authorize the applicant to proceed with a building permit submittal once final construction drawings are completed.

Recommendation:

Staff recommends that the Village Board approve the architectural plans submitted by Wildberry Pancakes and Cafe for the restaurant project at 1100 22nd Street in accordance with the planned development ordinance approved by Ordinance S-1568 for Oak Brook Commons.

Attachments:

1. Oak Brook Wildberry - Staff Letter Architectural Review
2. Wildberry Cafe - Design Review Packet - 06.13.2024



June 13, 2024

To:	Rebecca VonDrasek Development Services Director Village of Oak Brook 1200 Oak Brook Road Oak Brook, Illinois 60523 Email: rvondrasek@oak-brook.org	Greg Summers Village Manager Village of Oak Brook 1200 Oak Brook Road Oak Brook, Illinois 60523 Email: gsummers@oak-brook.org
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Director Von Drasek, Village Manager Summers and Village of Oak Brook Staff:

This letter shall serve as statement of justification and project description for the proposed new construction of the Oak Brook Wildberry & Café, Inc. (“Wildberry”) project. The project is located on the parcel described below:

PIN & Address

06-23-407-018; Lot F in Oak Brook Commons located at 1100 W. 22nd Street, Oak Brook, Illinois 60523

Acres

0.173

Zoning Designation

2019-ZO-PUD-EX-S-1568/ORA-2

Project Description

The project site is identified as Lot F which is a vacant parcel located within Oak Brook Commons at 1100 W. 22nd Street, Oak Brook, Illinois 60523. The applicant, Wildberry intends to construct a full-service restaurant serving breakfast and lunch. The proposed Site Plan has Wildberry constructing a meticulously crafted an approximate 6,524 square foot building that will boast an all enclosed three season room and a dining room with high ceilings and live greenery to accent the space. A full-service café will be available upon walking in the lobby for a grab and go to full carry-out and delivery. Wildberry will be a wonderful addition to Oak Brook Commons.

Libertyville
1783 N. Milwaukee Ave.

Schaumburg
1383 N. Meacham Rd.

Chicago
130 E. Randolph St.
196 E. Pearson St.



Established in 2004, Wildberry continues to delight its guests with delicious dishes and welcoming hospitality throughout the Chicagoland area. A longstanding tenet of Wildberry is to make every visit a memorable dining experience. Wildberry's breakfast and lunch menus are inspired by a blend of traditional and homemade recipes designed to please every palate. Wildberry's success is attributed to its use of fresh, seasonal ingredients that deliver the most delicious flavors and robust goodness in every meal. Wildberry's commitment to customer satisfaction is evident in the interior design and seasonal menus.

With approximately three hundred employees along with one hundred twenty thousand satisfied guests each month between all current locations make Wildberry a desired place to work. It is anticipated that approximately seventy-five employees will be staff the site and an average of thirty thousand satisfied guests will be served each month which will only aid in bolstering the Village of Oak Brook's reputation of a restaurant destination.

Wildberry is excited to join the impressive roster of businesses that call the Village of Oak Brook home and will undoubtedly provide the Village with an upscale breakfast and lunch option for the thousands of corporate employees that work in the Village of Oak Brook.

We appreciate your consideration of this application for the proposed Wildberry Café new construction in Oak Brook and look forward to working on this project with the Village of Oak Brook staff.

If there are any questions or comments about the proposed project, please do not hesitate to call.

Kindly,

A handwritten signature in black ink, appearing to read "Chris L. Fotopoulos".
Chris L. Fotopoulos

Libertyville
1783 N. Milwaukee Ave.

Schaumburg
1383 N. Meacham Rd.

Chicago
130 E. Randolph St.
196 E. Pearson St.

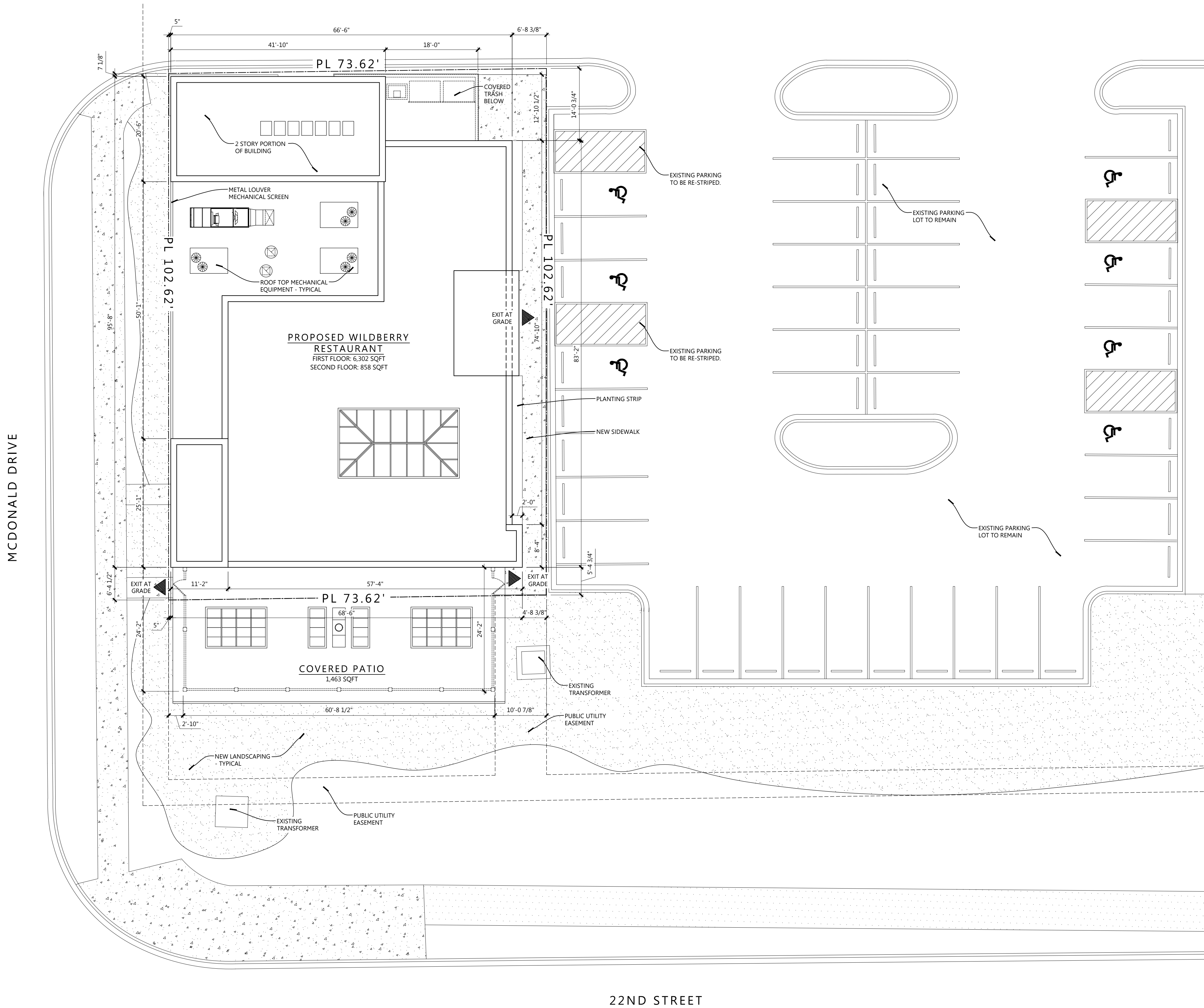
WILDBERRY PANCAKES AND CAFE

1100 W. 22ND STREET, OAK BROOK, ILLINOIS

WILDBERRY OAK BROOK

1100 W. 22ND STREET
OAK BROOK, ILLINOIS 60523
COMMISSION NO: 24004

SHEET SIZE: 24 X 36
DATE: 06.13.2024

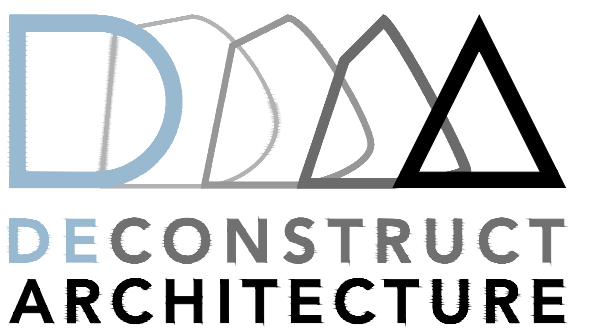


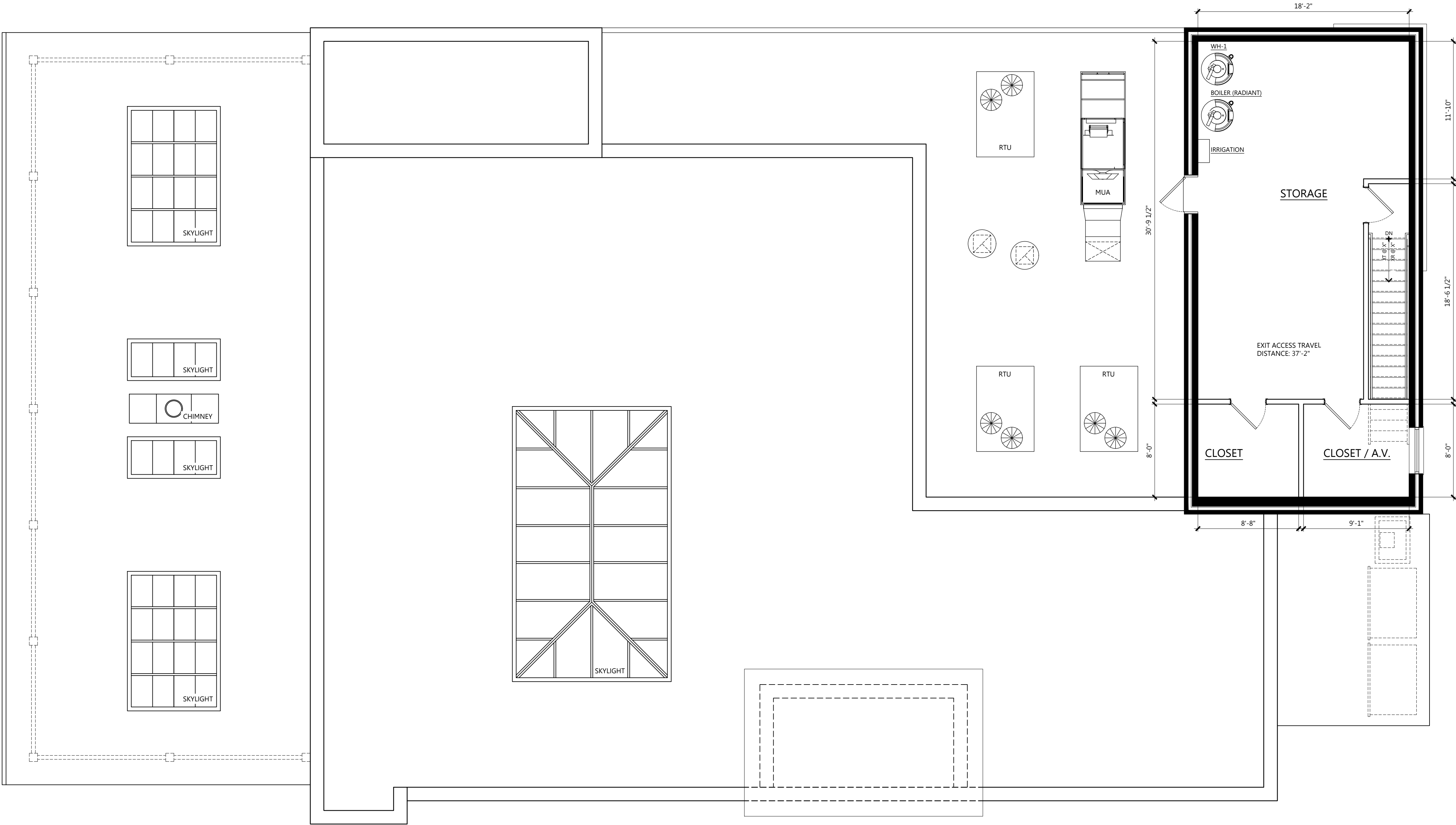
PROPOSED
SITE PLAN

SCALE: 3/32" = 1'-0"

DECONSTRUCT
ARCHITECTURE

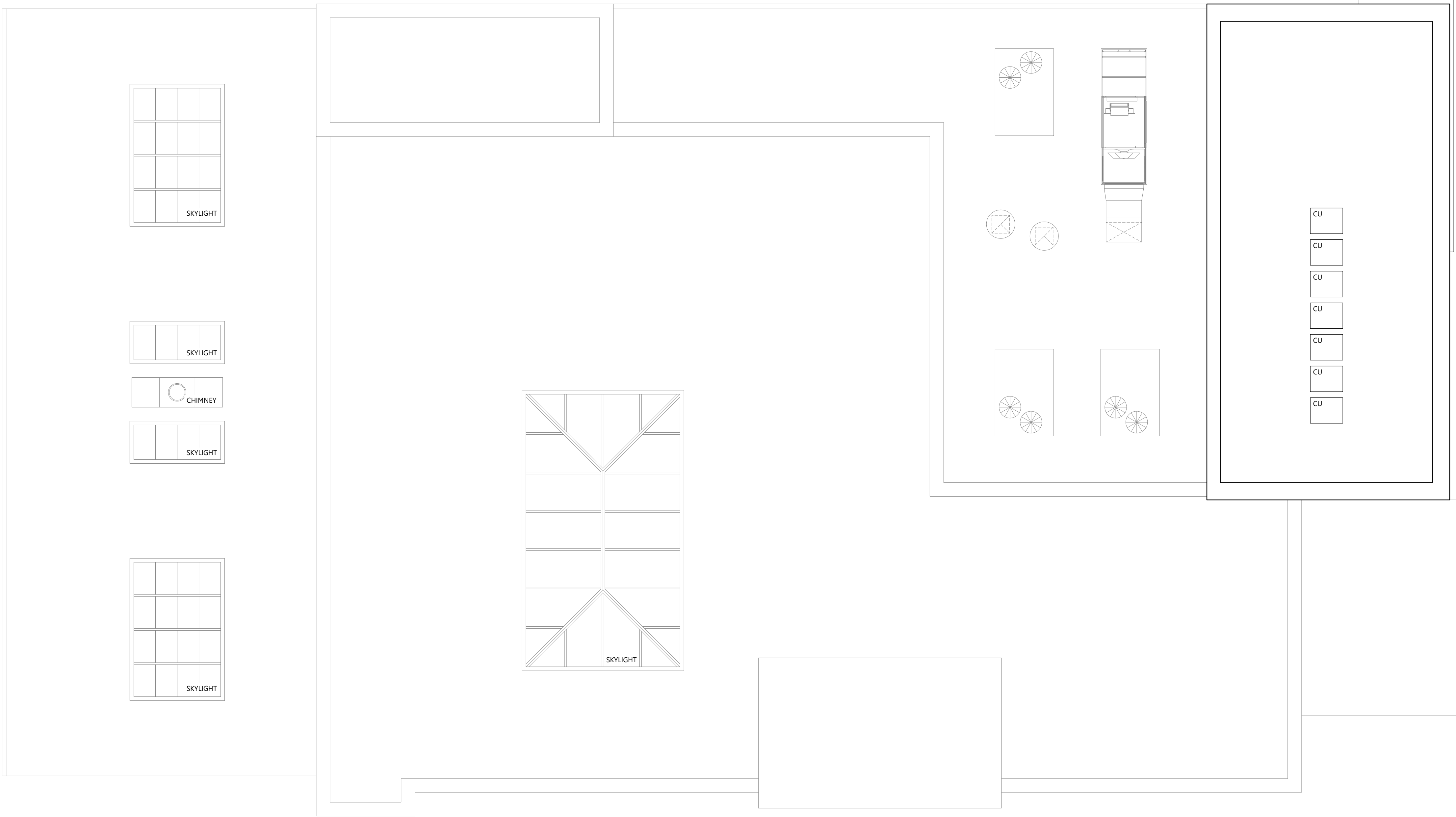
3437 WEST PARKER AVENUE
CHICAGO, ILLINOIS 60647
PHONE: 618-263-7673
WWW.DECONSTRUCTARCHITECTURE.COM



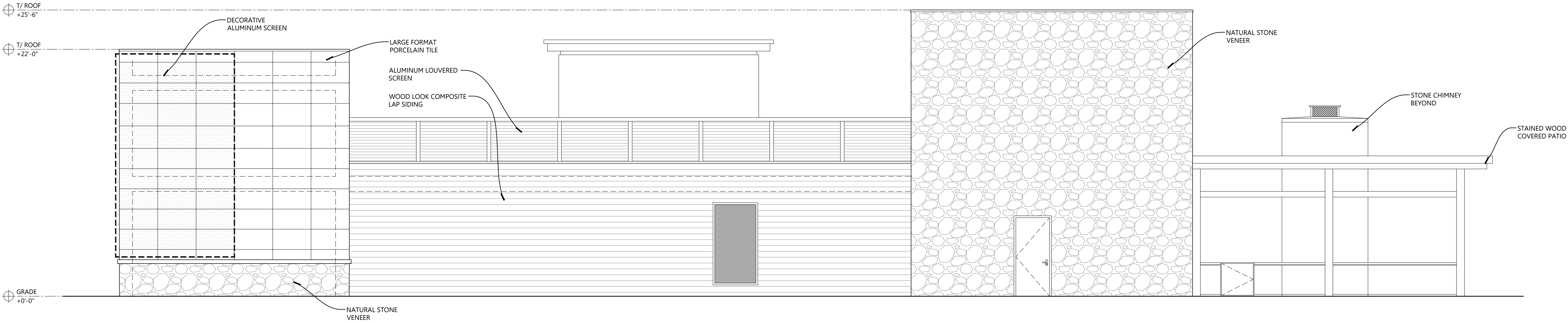


PROPOSED
SECOND FLOOR & LOW ROOF PLAN

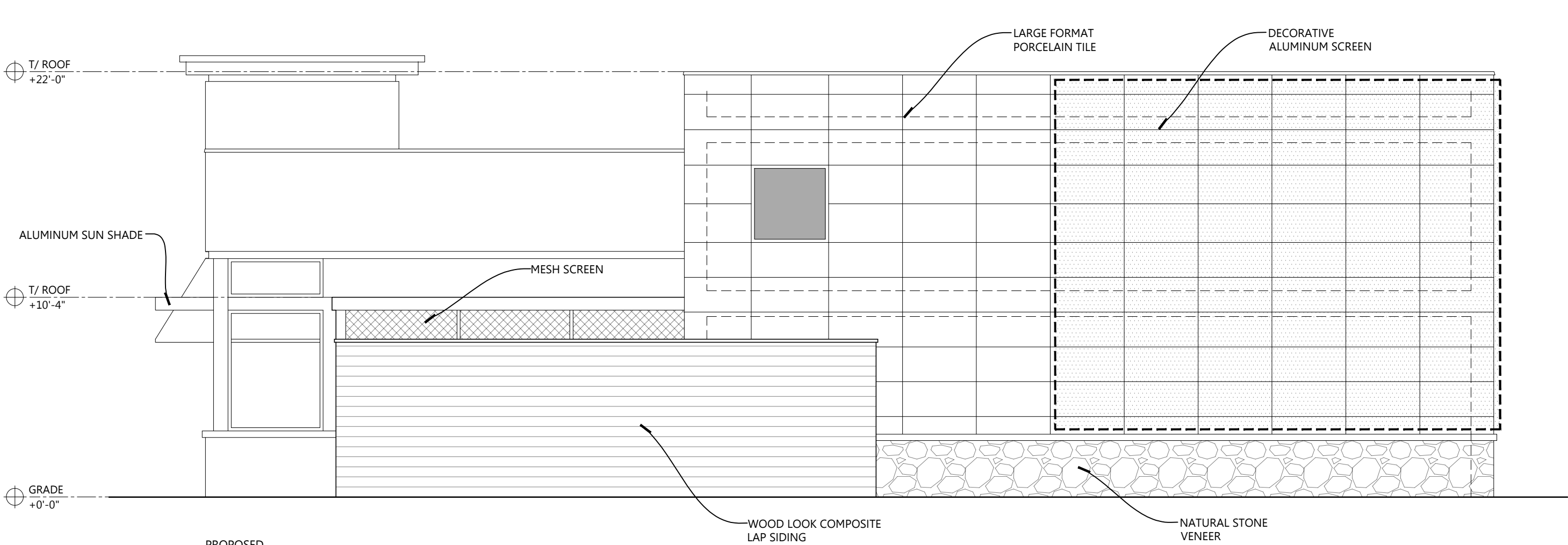
SCALE: 3/16" = 1'-0"



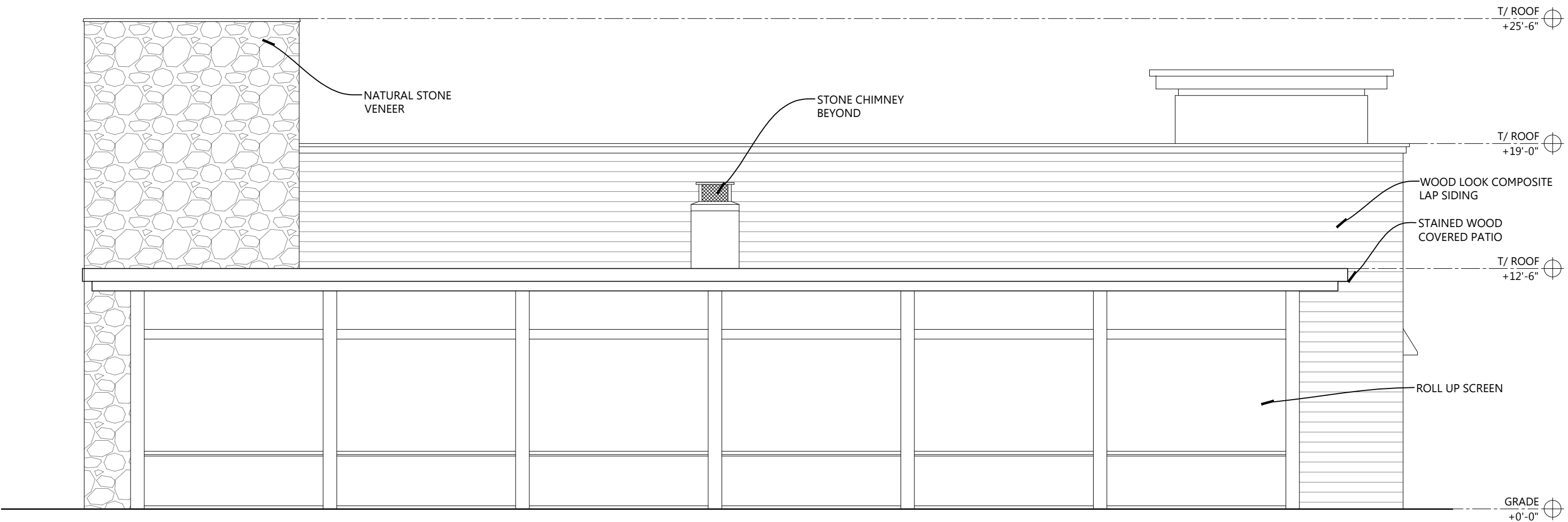
PROPOSED
HIGH ROOF PLAN



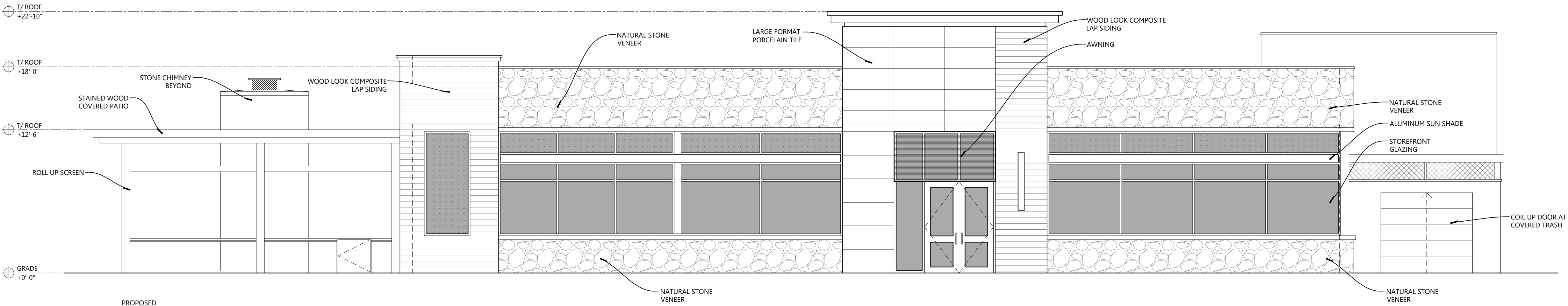
PROPOSED
01 WEST ELEVATION



PROPOSED
02 NORTH ELEVATION



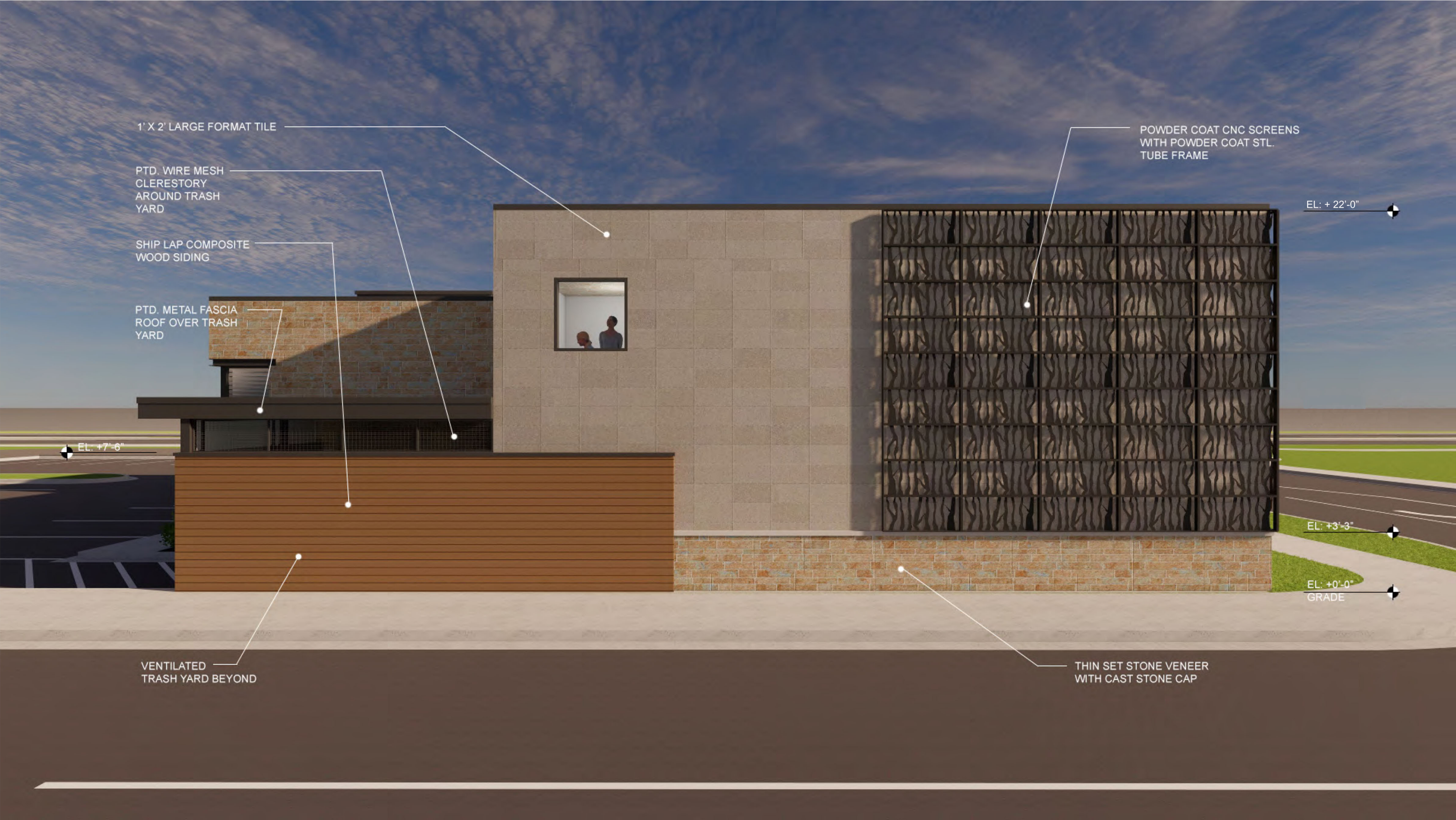
PROPOSED
03 SOUTH ELEVATION



PROPOSED
01 EAST ELEVATION

























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 Special Meeting
of
June 25, 2024

SUBJECT: Approval of Closed Meeting Minutes

FROM: Netasha Scarpiniti, Village Clerk

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to approve the Regular Executive Meeting Minutes of April 9, 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 April 9, 2024 are ready to be approved as written on June 25, 2024 but are not ready to be released to the Public.

Recommendation:

Staff recommends that the Board approves the Regular Executive Meeting Minutes of April 9, 2024

Attachments:

None

Approval for Payroll Paydate: 05/16/24

Total Gross Payroll	\$	633,070.84
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Employee Deductions:

Illinois Municipal Retirement Fund	\$	14,410.24
Police Pension Fund	\$	17,738.36
Fire Pension Fund	\$	12,509.78
Federal Tax Withholding	\$	64,687.80
State Tax Withholding	\$	26,678.35
Social Security and Medicare	\$	25,525.40
ICMA/NACO/457	\$	25,676.99
Court Orders	\$	1,357.04
Insurance Contributions	\$	21,501.56
Aflac Contributions	\$	1,142.57
Mo Voi Life	\$	396.78
Police Union Dues	\$	-
Fire Union Dues	\$	1,353.23
Public Works Union Dues	\$	1,179.79
125-Medical/Dependent Care	\$	2,950.96

Total Employee Deductions		217,108.85
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Net Payroll	\$	415,961.99
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Village Expenses:

Police Pension	\$	74,193.42
Fire Pension	\$	73,365.43
IMRF Pension	\$	19,174.37
Insurance Contributions	\$	86,245.95
Social Security and Medicare	\$	25,525.40

Total Village Expenses		278,504.57
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Total Payroll (Gross Payroll plus Village Expenses)	\$	911,575.41
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Payroll Date: 05/16/24

Employee Deductions		Pension	Salary by Pension	Percent of
		Deduction	Plan	Pensionable Salary**
	Police	\$ 17,738.36	\$ 178,995.03	9.910%
	Fire	12,509.78	132,309.15	9.455%
	IMRF	9,952.11	221,157.73	4.500%
	Non-Pensionable	-		0.000%
			<u>\$ 532,461.91</u>	

Village Payment into Pensions		Village	Percent of Payroll*	Percent "Match" of what Employee Contributes
		Contribution		
	Police	\$ 74,193.42	41.45%	418.3%
	Fire	73,365.43	55.45%	586.5%
	IMRF	19,174.37	8.67%	192.7%
		<u>\$ 166,733.22</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.

Approval for Payroll Paydate: 05/30/24

Total Gross Payroll	\$	662,793.54
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Employee Deductions:

Illinois Municipal Retirement Fund	\$	14,963.10
Police Pension Fund	\$	17,909.26
Fire Pension Fund	\$	12,457.97
Federal Tax Withholding	\$	74,420.34
State Tax Withholding	\$	28,899.49
Social Security and Medicare	\$	27,732.03
ICMA/NACO/457	\$	25,900.29
Court Orders	\$	1,000.54
Insurance Contributions	\$	2,593.96
Aflac Contributions	\$	1,142.57
Mo Voi Life	\$	-
Police Union Dues	\$	-
Fire Union Dues	\$	-
Public Works Union Dues	\$	1,179.79
125-Medical/Dependent Care	\$	2,950.96

Total Employee Deductions		211,150.30
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Net Payroll	\$	451,643.24
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Village Expenses:

Police Pension	\$	74,908.24
Fire Pension	\$	73,061.59
IMRF Pension	\$	20,367.41
Insurance Contributions	\$	951.88
Social Security and Medicare	\$	27,732.03

Total Village Expenses		197,021.15
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Total Payroll (Gross Payroll plus Village Expenses)	\$	859,814.69
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Payroll Date: 05/30/24

Employee Deductions		Pension Deduction	Salary by Pension Plan	Percent of Pensionable Salary**
	Police	\$ 17,909.26	\$ 180,719.53	9.910%
	Fire	12,457.97	131,761.21	9.455%
	IMRF	10,571.36	234,918.25	4.500%
	Non-Pensionable	-		0.000%
			<u>\$ 547,398.99</u>	

Village Payment into Pensions		Village Contribution	Percent of Payroll*	Percent "Match" of what Employee Contributes
	Police	\$ 74,908.24	41.45%	418.3%
	Fire	73,061.59	55.45%	586.5%
	IMRF	20,367.41	8.67%	192.7%
		<u>\$ 168,337.24</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.

Approval for Payroll Paydate: 06/13/24

Total Gross Payroll	\$	712,758.51
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Employee Deductions:

Illinois Municipal Retirement Fund	\$	14,361.33
Police Pension Fund	\$	20,169.46
Fire Pension Fund	\$	12,512.53
Federal Tax Withholding	\$	82,064.87
State Tax Withholding	\$	30,286.14
Social Security and Medicare	\$	27,171.20
ICMA/NACO/457	\$	26,827.36
Court Orders	\$	1,357.04
Insurance Contributions	\$	22,127.47
Aflac Contributions	\$	1,142.57
Mo Voi Life	\$	396.78
Police Union Dues	\$	1,683.00
Fire Union Dues	\$	1,353.23
Public Works Union Dues	\$	1,085.28
125-Medical/Dependent Care	\$	2,950.96

Total Employee Deductions		<u>245,489.22</u>
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Net Payroll	\$	467,269.29
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Village Expenses:

Police Pension	\$	84,361.88
Fire Pension	\$	73,381.57
IMRF Pension	\$	19,079.74
Insurance Contributions	\$	86,801.10
Social Security and Medicare	\$	27,171.20

Total Village Expenses		<u>290,795.49</u>
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Total Payroll (Gross Payroll plus Village Expenses)	\$	<u>1,003,554.00</u>
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Payroll Date: 06/13/24

Employee Deductions		Pension	Salary by Pension	Percent of
		Deduction	Plan	Pensionable Salary**
	Police	\$ 20,169.46	\$ 203,526.81	9.910%
	Fire	12,512.53	132,338.28	9.455%
	IMRF	9,903.00	220,066.14	4.500%
	Non-Pensionable	-		0.000%
			<u>\$ 555,931.23</u>	

Village Payment into Pensions		Village	Percent of Payroll*	Percent "Match" of what Employee Contributes
		Contribution		
	Police	\$ 84,361.88	41.45%	418.3%
	Fire	73,381.57	55.45%	586.5%
	IMRF	19,079.74	8.67%	192.7%
		<u>\$ 176,823.19</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

APRIL 2024



Executive Summary on Village Funds

Through April 30, 2024

		YTD		YTD		YTD		Estimated
		Revenues		Expenditures		Net Fund Increase (Decrease)		YTD Ending Fund Balance (Deficit)
<u>Governmental Funds</u>								
General Fund (Major Fund)		\$ 10,894,085	\$	8,931,599	\$	1,962,486	\$	44,587,875
<i>Main operating fund of the Village.</i>								
Hotel Fund (Major Fund)		\$ 494,059	\$	134,441	\$	359,618	\$	4,130,815
<i>Collects and spends resources from the 3% hotel/motel tax.</i>								
Motor Fuel Tax Fund		\$ 147,133	\$	75,965	\$	71,169	\$	2,093,271
<i>Collects and spends resources from the State motor fuel tax.</i>								
Infrastructure Fund (Major Fund)		\$ 2,917,159	\$	619,946	\$	2,297,213	\$	16,721,720
<i>Accounts for construction and maintenance of roadways, drainage, and safety path systems.</i>								
<u>Enterprise Funds</u>								
Water Fund (Major Fund)		\$ 2,963,335	\$	1,639,011	\$	1,324,324	\$	23,242,966
<i>Collects user fees for the distribution of water and maintenance of infrastructure.</i>								
Sports Core Fund (Major Fund)		\$ 1,158,249	\$	1,606,847	\$	(448,598)	\$	2,455,290
<i>Accounts for revenues and expenses relating to administration, programs, food and beverage operations, and golf course.</i>								
<u>Internal Service Funds</u>								
Insurance Fund		\$ 962,529	\$	1,263,434	\$	(300,904)	\$	264,539
<i>Accounts for the Village's health insurance costs and the related contributions from the Village, employees, retirees, and other agencies.</i>								
Garage Fund		\$ 247,997	\$	234,774	\$	13,222	\$	359,697
<i>Accounts for the maintenance of the Village's vehicle fleet and the related departmental reimbursements.</i>								
Equipment Replacement Fund		\$ 351,576	\$	116,744	\$	234,832	\$	3,282,789
<i>Accounts for the replacement of the Village's vehicle fleet and the related departmental contributions.</i>								

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 April 30, 2024

	4/30/23	4/30/24	4/30/24	4/30/24	2024	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Prior
	Actual	Actual	Amended	Amended	Budget	Year
			Budget	Budget		
<u>OPERATING REVENUES</u>						
Sales Tax	\$ 6,270,207	6,116,429	\$ 5,498,868	111.2%	\$ 16,496,604	\$ (153,778)
State Income Tax	427,265	459,878	437,000	105.2%	1,311,000	32,613
Replacement Tax	336,691	196,566	250,338	78.5%	751,015	(140,124)
Road & Bridge Tax	-	15,434	11,667	132.3%	35,000	15,434
Local Use Tax	123,871	111,173	112,000	99.3%	336,000	(12,698)
Cannabis Use Tax	4,245	4,551	4,393	103.6%	13,180	306
Grants	718	154,300	55,221	279.4%	165,662	153,583
Utility/Telecom. Tax	1,837,121	1,080,456	1,533,333	70.5%	4,600,000	(756,665)
Licenses and Permits	1,896,887	800,016	749,270	106.8%	2,247,810	(1,096,870)
Charges for Services	1,070,427	809,318	724,883	111.6%	2,174,650	(261,109)
Investment Interest	285,147	532,758	150,000	355.2%	450,000	247,611
Miscellaneous Income	306,277	321,226	305,357	105.2%	916,070	14,949
Total Operating Revenues	\$ 12,558,855	\$ 10,602,105	\$ 9,832,330	107.8%	\$ 29,496,991	\$ (1,956,750)
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 5,916,535	\$ 6,368,697	\$ 7,521,738	84.7%	\$ 22,565,214	\$ 452,163
Materials and Supplies	181,484	164,929	220,531	74.8%	661,594	\$ (16,554)
Operation and Contract	1,538,946	2,318,130	2,108,104	110.0%	6,324,313	\$ 779,184
Other Expenditures	2,147	2,123	3,300	64.3%	9,900	\$ (24)
Capital Outlay	5,784	77,719	221,036	35.2%	663,107	\$ 71,935
Total Operating Expenditures	\$ 7,644,895	\$ 8,931,599	\$ 10,074,710	88.7%	\$ 30,224,129	\$ 1,286,704
<u>SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES</u>						
	\$ 4,913,960	\$ 1,670,506	\$ (242,379)	-689.2%	\$ (727,137)	\$ (3,243,454)
<u>INTERFUND TRANSACTIONS</u>						
Transfers In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Transfers Out				N/A		-
Reimbursements From Other Funds	260,571	291,980	291,979	100.0%	875,938	31,409
Reimbursements To Other Funds	-	-	33,333	0.0%	100,000	-
Sports Core Loan				N/A	-	-
Total Interfund Transactions	\$ 260,571	\$ 291,980	\$ 325,313	89.8%	\$ 975,938	\$ 31,409
<u>NET FUND INCREASE (DECREASE)</u>						
	\$ 5,174,531	\$ 1,962,486	\$ 82,934		\$ 248,801	\$ (3,212,045)

**Village of Oak Brook
Hotel Tax Fund Financial Update
For the Period Ending April 30, 2024**

	4/30/23	4/30/24	4/30/24	4/30/24	2024	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Prior
	Actual	Actual	Amended	Amended	Budget	Year
			Budget	Budget		
<u>OPERATING REVENUES</u>						
Hotel Tax	\$ 373,159	\$ 441,499	\$ 483,333	91.3%	\$ 1,450,000	\$ 68,340
Investment Interest	21,876	52,560	8,333	630.7%	25,000	30,685
Loan Interest	-	-	667	0.0%	2,000	-
Miscellaneous	-	-	-	-	-	-
Total Operating Revenues	\$ 395,034	\$ 494,059	\$ 492,333	100.4%	\$ 1,477,000	\$ 99,025
<u>EXPENDITURES</u>						
Operation and Contract	\$ 36,479	\$ 50,231	\$ 235,015	21.4%	\$ 705,045	\$ 13,752
Capital Outlay	-	2,906	91,667	3.2%	275,000	2,906
Total Expenditures	\$ 36,479	\$ 53,137	\$ 326,682	16.3%	\$ 980,045	\$ 16,658
SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES	\$ 358,555	\$ 440,922	\$ 165,652	266.2%	\$ 496,955	\$ 82,367
<u>INTERFUND TRANSACTIONS</u>						
Transfer Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Reimbursements to Other Funds	(116,495)	(81,304)	(81,305)	100.0%	(243,915)	35,191
Total Interfund Transactions	\$ (116,495)	\$ (81,304)	\$ (81,305)	100.0%	\$ (243,915)	\$ 35,191
NET FUND INCREASE (DECREASE)	\$ 242,060	\$ 359,618	\$ 84,347		\$ 253,040	\$ 117,558

Note - Expenditures are recorded in program 171.

**Village of Oak Brook
Infrastructure Fund Financial Update
For the Period Ending April 30, 2024**

	4/30/23	4/30/24	4/30/24	4/30/24	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	\$ 2,654,561	\$ 2,676,068	\$ 2,234,333	119.8%	\$ 6,703,000	\$ 21,507
Charges for Services		-	-	N/A		\$ -
Investment Interest	65,440	239,101	41,667	573.8%	125,000	173,660
Grants	225	-	-	N/A	-	(225)
Miscellaneous	-	1,990	7,667	26.0%	23,000	1,990
Total Operating Revenues	\$ 2,720,226	\$ 2,917,159	\$ 2,283,667	127.7%	\$ 6,851,000	\$ 196,932
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 19,508	\$ 55,208	\$ -	N/A	\$ -	\$ 35,701
Materials and Supplies	101,911	134	15,500	0.9%	46,500	(101,777)
Operation and Contract	255,967	230,421	580,989	39.7%	1,742,968	(25,546)
Other Expenditures	-	-	113,300	0.0%	339,899	-
Capital Outlay	1,314,661	323,494	1,127,925	28.7%	3,383,775	(991,167)
Total Operating Expenditures	\$ 1,692,047	\$ 609,258	\$ 1,837,714	33.2%	\$ 5,513,142	\$ (1,082,789)
<u>SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES</u>						
	\$ 1,028,179	\$ 2,307,901	\$ 445,953	517.5%	\$ 1,337,858	\$ 1,279,722
<u>INTERFUND TRANSACTIONS</u>						
Transfers In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Reimbursements From Other Funds	72,520	-	-	N/A	-	(72,520)
Reimbursements To Other Funds	(113,300)	(10,688)	-	N/A	-	102,612
Total Interfund Transactions	\$ (40,780)	\$ (10,688)	\$ -	N/A	\$ -	\$ 30,092
<u>NET FUND INCREASE (DECREASE)</u>						
	\$ 987,399	\$ 2,297,213	\$ 445,953		\$ 1,337,858	\$ 1,309,814

**Village of Oak Brook
Water Fund Financial Update
For the Period Ending April 30, 2024**

	4/30/23	4/30/24	4/30/24	4/30/24	2024	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Prior
	Actual	Actual	Amended	Amended	Budget	Year
			Budget	Budget		
<u>OPERATING REVENUES</u>						
Plan Review Fees	\$ 750	\$ 152	\$ 175	86.7%	\$ 525	\$ (598)
Building/Inspection Fees	825	-	667	0.0%	2,000	(825)
Water Sales	2,191,238	2,462,683	3,573,333	68.9%	10,720,000	271,446
Unmetered Sales	6,616	17,669	21,667	81.5%	65,000	11,052
Water Connection Fees	112,240	20,240	46,667	43.4%	140,000	(92,000)
Fire Service Charge	-	-	-	N/A	-	-
Meter Charges	9,775	4,500	5,767	78.0%	17,300	(5,275)
Special Services	12,811	-	3,333	0.0%	10,000	(12,811)
Investment Interest	256,193	424,998	116,667	364.3%	350,000	168,805
Proceeds from Property Sale	-	-	-	N/A	-	-
Miscellaneous	42,143	33,093	383,243	8.6%	1,149,730	(9,050)
Total Operating Revenues	\$ 2,632,591	\$ 2,963,335	\$ 4,151,518	71.4%	\$ 12,454,555	\$ 330,744
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 204,499	\$ 208,581	\$ 262,138	79.6%	\$ 786,413	\$ 4,082
Materials and Supplies	37,009	32,610	45,739	71.3%	137,216	(4,399)
Operation and Contract	1,412,919	1,252,091	2,367,123	52.9%	7,101,369	(160,828)
Capital Outlay	-	101	1,896,667	0.0%	5,690,000	101
Total Expenditures	\$ 1,654,427	\$ 1,493,383	\$ 4,571,666	32.7%	\$ 13,714,999	\$ (161,044)
Surplus (Deficit) of Revenues Over Expenditures	\$ 978,164	\$ 1,469,952	\$ (420,148)	-349.9%	\$ (1,260,444)	\$ 491,787
<u>INTERFUND TRANSACTIONS</u>						
Reimbursements To Other Funds	\$ (62,198)	\$ (145,628)	\$ (145,626)	100.0%	\$ (436,879)	\$ (83,430)
Total Interfund Transactions	\$ (62,198)	\$ (145,628)	\$ (145,626)	100.0%	\$ (436,879)	\$ (83,430)
Fund Increase/(Decrease) - Budgetary Basis	\$ 915,966	\$ 1,324,324	\$ (565,774)		\$ (1,697,323)	\$ 408,357
<u>ADJUSTMENTS TO GAAP BASIS*</u>						
Remove Capital Outlay	\$ -	\$ 101				
Depreciation Expense	(191,667)	(191,667)				
IMRF Pension Expense	(15,000)	(15,000)				
OPEB Expense	(10,000)	(10,000)				
Total GAAP Adjustments	\$ (216,667)	\$ (216,565)				
Fund Increase/(Decrease) - GAAP Basis	\$ 699,300	\$ 1,107,758				

*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 April 30, 2024

	B&T Recreation Operations	Field Operations	Clubhouse Operations	Golf Club	4/30/24 YTD Total	4/30/24 YTD Amended Budget	4/30/24 % of YTD Amended Budget	2024 Adopted Budget	4/30/23 YTD Total	Difference Prior Year
OPERATING REVENUES										
Memberships	\$ 241,635	\$ -	\$ -	\$ 358,450	\$ 600,085	\$ 316,908	189.4%	\$ 950,725	\$ 733,605	\$ (133,520)
Greens Fees	-	-	-	165,047	165,047	468,333	35.2%	1,405,000	111,789	53,258
Pro Shop Sales	-	-	-	17,202	17,202	72,667	23.7%	218,000	50,698	(33,496)
Golf Lessons	-	-	-	20,825	20,825	15,000	138.8%	45,000	14,015	6,810
Driving Range Fees	-	-	-	134,590	134,590	130,000	103.5%	390,000	129,909	4,681
Rentals	-	26,111	32,492	72,817	131,420	332,733	39.5%	998,200	155,969	(24,548)
Programs/User Fees	3,530	-	-	-	3,530	36,600	9.6%	109,800	5,157	(1,627)
Food Sales	-	-	-	990	990	15,967	6.2%	47,900	24,883	(23,893)
Beverage Sales	-	-	-	-	-	25,883	0.0%	77,650	45,347	(45,347)
Taste of Oak Brook	-	-	-	-	-	-	N/A	-	-	-
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	91,441	-	-	1,439	92,880	33,053	281.0%	99,160	2,136	90,744
Total Operating Revenues	\$ 336,606	\$ 26,111	\$ 32,492	\$ 771,359	\$ 1,166,567	\$ 1,447,145	80.6%	\$ 4,341,435	\$ 1,273,506	\$ (106,939)
OPERATING EXPENDITURES										
Personnel	\$ -	\$ -	\$ -	\$ 243,247	\$ 243,247	\$ 464,993	52.3%	\$ 1,671,380	\$ 229,590	\$ 13,657
Materials & Supplies	11,586	-	4,223	70,585	86,394	144,418	59.8%	718,900	(1,527)	87,921
Operational & Contractual	189,777	19,651	15,953	116,586	341,967	361,414	94.6%	942,765	148,617	193,349
Other	16,928	-	-	103,397	120,325	-	N/A	-	-	120,325
Capital	82,586	-	-	681,540	764,126	358,752	213.0%	466,750	49,690	714,437
Total Operating Expenditures	\$ 300,877	\$ 19,651	\$ 20,175	\$ 1,215,355	\$ 1,556,059	\$ 1,329,577	117.0%	\$ 3,799,795	\$ 426,370	\$ 1,129,688
B&T Administration Overhead Allocation*	\$ 12,486	\$ -	\$ (4,167)	\$ (8,319)	\$ 0	\$ -	N/A	\$ -	\$ -	\$ 0
Operating Revenues Over (Under) Expenditures	\$ 48,214	\$ 6,460	\$ 8,150	\$ (452,315)	\$ (389,491)	\$ 117,568	-331.3%	\$ 541,640	\$ 847,136	\$ (1,236,627)
INTERFUND TRANSACTIONS										
Interfund Loan**	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Transfer From General Fund	-	-	-	-	-	-	N/A	-	-	-
Transfer From Golf Surcharge Fund	-	-	-	(8,319)	(8,319)	(8,319)	100.0%	(24,957)	-	(8,319)
Reimbursement From Infrastructure Fund	-	-	-	-	-	-	N/A	-	-	-
Reimbursement From Water Fund	-	-	-	-	-	13,333	0.0%	40,000	-	-
Reimbursement To General Fund	-	-	-	(50,788)	(50,788)	(57,533)	88.3%	(172,600)	(20,242)	(30,546)
Total Interfund Transactions	\$ -	\$ -	\$ -	\$ (59,107)	\$ (59,107)	\$ (52,519)	112.5%	\$ (157,557)	\$ (20,242)	\$ (38,865)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 48,214	\$ 6,460	\$ 8,150	\$ (511,422)	\$ (448,598)	\$ 65,049		\$ 384,083	\$ 826,894	\$ (1,275,492)
ADJUSTMENTS TO GAAP BASIS**										
Remove Capital Outlay	\$ 82,586	\$ -	\$ -	\$ 681,540	\$ 764,126			\$ 49,690		
Depreciation Expense	(56,076)	(562)	(25,000)	(82,100)	(163,737)			(163,737)		
IMRF Pension Expense	(683)	-	(1,250)	(8,167)	(10,100)			(10,100)		
OPEB Expense	-	-	(1,250)	(9,333)	(10,583)			(10,583)		
Total GAAP Adjustments	\$ 25,827	\$ (562)	\$ (27,500)	\$ 581,940	\$ 579,706			\$ (134,731)		
Fund Increase/(Decrease) - GAAP Basis	\$ 74,042	\$ 5,898	\$ (19,350)	\$ 70,518	\$ 131,108			\$ 692,164		

*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 April 30, 2024

	811 B&T Admin	812 Swimming	813 Tennis	822 Poolside Café	4/30/24 YTD Total	4/30/24 YTD Adopted Budget	4/30/24 % of YTD Amended Budget	2024 Adopted Budget	4/30/23 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>										
Memberships	\$ -	\$ 230,725	\$ 10,910	\$ -	\$ 241,635	\$ 147,592	163.7%	\$ 442,775	\$ 287,580	\$ (45,945)
Programs/User Fees	-	3,350	180	-	3,530	36,600.00	9.6%	109,800	5,157	(1,627)
Food Sales	-	-	-	-	-	2,000.00	0.0%	6,000	-	-
Beverage Sales	-	-	-	-	-	800.00	0.0%	2,400	-	-
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	88,441	-	-	3,000	91,441	30,053	304.3%	90,160	512	90,929
Total Operating Revenues	\$ 88,441	\$ 234,075	\$ 11,090	\$ 3,000	\$ 336,606	\$ 217,045	155.1%	\$ 651,135	\$ 293,249	\$ 43,357
<u>OPERATING EXPENDITURES</u>										
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 83,963	0.0%	\$ 251,888	\$ 105	\$ (105)
Materials & Supplies	21	11,373	129	63	11,586	15,127	76.6%	45,380	5,342	6,245
Operational & Contractual	84,256	105,521	-	-	189,777	191,011	99.4%	573,034	64,384	125,393
Other	16,928	-	-	-	16,928	-	N/A	-	-	16,928
Capital	1,830	80,757	-	-	82,586	291,500	28.3%	874,500	-	82,586
Total Operating Expenditures	\$ 103,034	\$ 197,650	\$ 129	\$ 63	\$ 300,877	\$ 581,600	51.7%	\$ 1,744,801	\$ 69,831	\$ 231,047
B&T Administration Overhead Allocation*	\$ 34,833	\$ (13,706)	\$ (3,808)	\$ (4,833)	\$ 12,486	\$ -	N/A	\$ 37,457	\$ -	\$ 12,486
Operating Revenues Over (Under) Expenditures	\$ 20,240	\$ 22,719	\$ 7,153	\$ (1,897)	\$ 48,214	\$ (364,556)	-13.2%	\$ (1,056,210)	\$ 223,418	\$ (175,204)
Transfer From General Fund	-	-	-	-	-	-	N/A	-	-	-
Reimbursement From Infrastructure Fund	-	-	-	-	-	\$ -	N/A	-	-	-
Reimbursement From Water Fund	13,336	-	-	-	-	13,333	0.0%	40,000	-	-
Reimbursement To General Fund	-	-	-	-	-	(6,747)	0.0%	(20,242)	-	-
Total Interfund Transactions	\$ 13,336	\$ -	\$ -	\$ -	\$ -	\$ 6,586	0.0%	\$ 19,758	\$ -	\$ -
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 33,576	\$ 22,719	\$ 7,153	\$ (1,897)	\$ 48,214	\$ (357,970)		\$ (1,036,452)	\$ 223,418	\$ (175,204)
<u>ADJUSTMENTS TO GAAP BASIS**</u>										
Remove Capital Outlay	\$ 1,830	\$ 80,757	\$ -	\$ -	\$ 82,586				\$ -	
Depreciation Expense	(21,453)	(33,333)	(900)	(389)	(56,076)				(56,076)	
IMRF Pension Expense	(667)	-	-	(17)	(683)				(683)	
Total GAAP Adjustments	\$ (20,290)	\$ 47,423	\$ (900)	\$ (406)	\$ 25,827				\$ (56,759)	
Fund Increase/(Decrease) - GAAP Basis	\$ 13,286	\$ 70,142	\$ 6,253	\$ (2,303)	\$ 74,042				\$ 166,659	

*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 April 30, 2024

	815 Polo	816 Open Fields	4/30/24 YTD Total	4/30/24 YTD Amended Budget	4/30/24 % of YTD Amended Budget	2024 Adopted Budget	4/30/23 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>								
Field Rentals	\$ -	\$ 26,111	\$ 26,111	\$ 64,333	40.6%	\$ 193,000	\$ 25,000	\$ 1,111
Range Rentals	-	-	-	-	N/A	-	86,080	(86,080)
Taste of Oak Brook	-	-	-	-	N/A	-	-	-
Other Revenue	-	-	-	-	N/A	-	-	-
Total Operating Revenues	\$ -	\$ 26,111	\$ 26,111	\$ 64,333	40.6%	\$ 193,000	\$ 111,080	\$ (84,969)
<u>OPERATING EXPENDITURES</u>								
Personnel	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Materials & Supplies	-	-	-	3,163	0.0%	9,490	-	-
Operational & Contractual	-	19,651	19,651	25,350	77.5%	76,050	19,730	(79)
Other	-	-	-	-	N/A	-	-	-
Capital	-	-	-	15,333	0.0%	46,000	-	-
Total Operating Expenditures	\$ -	\$ 19,651	\$ 19,651	\$ 43,847	44.8%	\$ 131,540	\$ 19,730	\$ (79)
Operating Revenues Over (Under) Expenditures	\$ -	\$ 6,460	\$ 6,460	\$ 20,487	31.5%	\$ 61,460	\$ 91,350	\$ (84,890)
<u>INTERFUND TRANSACTIONS</u>								
Transfer From Hotel Tax Fund	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Total Interfund Transactions	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ -	\$ 6,460	\$ 6,460	\$ 20,487		\$ 61,460	\$ 91,350	\$ (84,890)
<u>ADJUSTMENTS TO GAAP BASIS**</u>								
Remove Capital Outlay	\$ -	\$ -	\$ -				\$ -	
Depreciation Expense	-	(562)	(562)				(562)	
Total GAAP Adjustments	\$ -	\$ (562)	\$ (562)				\$ (562)	
Fund Increase/(Decrease) - GAAP Basis	\$ -	\$ 5,898	\$ 5,898				\$ 90,789	

*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 April 30, 2024

	821 B&T Clubhouse	4/30/24 YTD Amended Budget	4/30/24 % of YTD Amended Budget	2024 Adopted Budget	4/30/23 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>						
Rentals	\$ 32,492	\$ 77,667	41.8%	\$ 233,000	\$ 3,481	\$ 29,011
Other Revenue	-	-	0.0%	-	-	-
Total Operating Revenues	\$ 32,492	\$ 77,667	41.8%	\$ 233,000	\$ 3,481	\$ 29,011
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ -	\$ -	N/A	\$ -	\$ 2,545	\$ (2,545)
Materials & Supplies	4,223	4,583	92.1%	13,750	354	3,869
Operational & Contractual	15,953	17,659	90.3%	52,978	14,431	1,521
Capital	-	-	N/A	-	-	-
Total Operating Expenditures	\$ 20,175	\$ 22,243	90.7%	\$ 66,728	\$ 17,330	\$ 2,846
B&T Administration Overhead Allocation*	\$ (4,167)	\$ -	N/A	\$ (12,500)	\$ -	\$ (4,167)
Operating Revenues Over (Under) Expenditures	\$ 8,150	\$ 55,424	14.7%	\$ 153,772	\$ (13,849)	\$ 21,999
<u>INTERFUND TRANSACTIONS</u>						
Transfer From General Fund	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -
Total Interfund Transactions	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 8,150	\$ 55,424		\$ 153,772	\$ (13,849)	\$ 21,999
<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	\$ (19,350)			\$ (41,349)		

*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 April 30, 2024

	823 Golf Café	831 Golf General Operation	832 Golf Learning & Practice	833 Golf Cart Operations	834 Golf Course Maintenance	4/30/24 YTD Total	4/30/24 YTD Amended Budget	4/30/24 % of YTD Amended Budget	2024 Adopted Budget	4/30/23 YTD Total	Difference Prior Year
OPERATING REVENUES											
Memberships	\$ -	\$ 358,450	\$ -	\$ -	\$ -	\$ 358,450	\$ 169,317	211.7%	\$ 507,950	\$ 446,025	\$ (87,575)
Greens Fees	-	165,047	-	-	-	165,047	468,333	35.2%	1,405,000	111,789	53,258
Pro Shop Sales	-	17,202	-	-	-	17,202	72,667	23.7%	218,000	50,698	(33,496)
Golf Lessons	-	-	20,825	-	-	20,825	15,000	138.8%	45,000	14,015	6,810
Driving Range Fees	-	-	134,590	-	-	134,590	130,000	103.5%	390,000	129,909	4,681
Rentals	7,500	-	17,750	47,567	-	72,817	190,733	38.2%	572,200	41,408	31,409
Food Sales	990	-	-	-	-	990	13,967	7.1%	41,900	24,883	(23,893)
Beverage Sales	-	-	-	-	-	-	25,083	0.0%	75,250	45,347	(45,347)
Other Revenue	-	1,439	-	-	-	1,439	3,000	48.0%	9,000	1,624	(185)
Total Operating Revenues	\$ 8,490	\$ 542,137	\$ 173,165	\$ 47,567	\$ -	\$ 771,359	\$ 1,088,100	70.9%	\$ 3,264,300	\$ 865,697	\$ (94,338)
OPERATING EXPENDITURES											
Personnel	\$ -	\$ 154,188	\$ 3,331	\$ 6,785	\$ 78,943	\$ 243,247	\$ 381,031	63.8%	\$ 1,143,092	\$ 226,940	\$ 16,307
Materials & Supplies	(15)	26,862	6,268	466	37,004	70,585	121,544	58.1%	364,633	(7,222)	77,807
Operational & Contractual	2,870	61,939	-	30,430	21,347	116,586	127,394	91.5%	382,181	50,073	66,514
Other	-	-	-	-	103,397	103,397	-	N/A	-	-	103,397
Capital	-	9,940	-	671,600	-	681,540	51,918	1312.7%	155,755	49,690	631,850
Total Operating Expenditures	\$ 2,855	\$ 252,930	\$ 9,599	\$ 709,280	\$ 240,691	\$ 1,215,355	\$ 681,887	178.2%	\$ 2,045,661	\$ 319,481	\$ 895,875
Operating Revenues Over (Under) Expenditures	\$ 5,634	\$ 289,208	\$ 163,566	\$ (661,713)	\$ (240,691)	\$ (443,996)	\$ 406,213	-109.3%	\$ 1,218,639	\$ 546,216	\$ (990,213)
INTERFUND TRANSACTIONS											
Overhead Charge	\$ -	\$ (8,319)	\$ -	\$ -	\$ -	\$ (8,319)	\$ (8,319)	100.0%	\$ (24,957)	\$ -	\$ (8,319)
Transfers from Other Fund	-	19,646	-	-	-	19,646	-	0.0%	150,000	-	-
Reimbursement to General Fund	-	(50,788)	-	-	-	(50,788)	(50,786)	100.0%	(152,358)	(20,242)	(30,546)
Total Interfund Transactions	\$ -	\$ (39,461)	\$ -	\$ -	\$ -	\$ (39,461)	\$ (59,105)	66.8%	\$ (27,315)	\$ (20,242)	\$ (38,865)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 5,634	\$ 249,747	\$ 163,566	\$ (661,713)	\$ (240,691)	\$ (483,457)	\$ 347,108		\$ 1,191,324	\$ 525,974	\$ (1,029,078)
ADJUSTMENTS TO GAAP BASIS*											
Remove Capital Outlay	\$ -	\$ 9,940	\$ -	\$ 671,600	\$ -	\$ 681,540				\$ 49,690	
Depreciation Expense	(333)	(35,000)	(767)	(4,333)	(41,667)	(82,100)				(82,100)	
IMRF Pension Expense	(833)	(3,333)	(333)	-	(3,667)	(8,167)				(8,167)	
OPEB Expense	(1,000)	(5,000)	-	-	(3,333)	(9,333)				(9,333)	
Total GAAP Adjustments	\$ (2,167)	\$ (33,393)	\$ (1,100)	\$ 667,267	\$ (48,667)	\$ 581,940				\$ (49,910)	
Fund Increase/(Decrease) - GAAP Basis	\$ 3,468	\$ 216,353	\$ 162,466	\$ 5,554	\$ (289,358)	\$ 98,483				\$ 476,064	

*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 FINANCIAL REPORTS

MAY 2024



Executive Summary on Village Funds

Through May 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)		\$ 13,266,519	\$	11,868,568	\$	1,397,951	\$	44,023,340
<i>Main operating fund of the Village.</i>								
Hotel Fund (Major Fund)		\$ 686,890	\$	164,175	\$	522,715	\$	4,293,913
<i>Collects and spends resources from the 3% hotel/motel tax.</i>								
Motor Fuel Tax Fund		\$ 185,079	\$	85,862	\$	99,217	\$	2,121,319
<i>Collects and spends resources from the State motor fuel tax.</i>								
Infrastructure Fund (Major Fund)		\$ 3,504,423	\$	858,715	\$	2,645,707	\$	17,070,215
<i>Accounts for construction and maintenance of roadways, drainage, and safety path systems.</i>								
<u>Enterprise Funds</u>								
Water Fund (Major Fund)		\$ 3,934,791	\$	3,342,501	\$	592,290	\$	22,510,933
<i>Collects user fees for the distribution of water and maintenance of infrastructure.</i>								
Sports Core Fund (Major Fund)		\$ 1,957,505	\$	1,992,300	\$	(34,794)	\$	2,869,094
<i>Accounts for revenues and expenses relating to administration, programs, food and beverage operations, and golf course.</i>								
<u>Internal Service Funds</u>								
Insurance Fund		\$ 1,205,117	\$	1,526,132	\$	(321,015)	\$	244,429
<i>Accounts for the Village's health insurance costs and the related contributions from the Village, employees, retirees, and other agencies.</i>								
Garage Fund		\$ 310,275	\$	256,042	\$	54,233	\$	400,708
<i>Accounts for the maintenance of the Village's vehicle fleet and the related departmental reimbursements.</i>								
Equipment Replacement Fund		\$ 586,056	\$	511,863	\$	74,193	\$	3,122,150
<i>Accounts for the replacement of the Village's vehicle fleet and the related departmental contributions.</i>								

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 May 31, 2024**

	5/31/23 YTD Actual	5/31/24 YTD Actual	5/31/24 YTD Amended Budget	5/31/24 % of YTD Amended Budget	2024 Adopted Budget	Difference Prior Year
<u>OPERATING REVENUES</u>						
Sales Tax	\$ 7,442,697	7,311,509	\$ 6,873,585	106.4%	\$ 16,496,604	\$ (131,188)
State Income Tax	623,750	678,329	546,250	124.2%	1,311,000	54,579
Replacement Tax	510,455	196,566	312,923	62.8%	751,015	(313,889)
Road & Bridge Tax	2,682	15,434	14,583	105.8%	35,000	12,752
Local Use Tax	148,004	133,946	140,000	95.7%	336,000	(14,058)
Cannabis Use Tax	5,230	5,725	5,492	104.2%	13,180	495
Grants	1,109	154,300	69,026	223.5%	165,662	153,191
Utility/Telecom. Tax	2,240,031	1,358,966	1,916,667	70.9%	4,600,000	(881,065)
Licenses and Permits	2,235,710	1,096,824	936,588	117.1%	2,247,810	(1,138,886)
Charges for Services	1,358,799	864,058	906,104	95.4%	2,174,650	(494,741)
Investment Interest	381,598	686,488	187,500	366.1%	450,000	304,889
Miscellaneous Income	420,162	399,400	381,696	104.6%	916,070	(20,762)
Total Operating Revenues	\$ 15,370,227	\$ 12,901,544	\$ 12,290,413	105.0%	\$ 29,496,991	\$ (2,468,682)
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 7,490,198	\$ 8,764,296	\$ 9,402,172	93.2%	\$ 22,565,214	\$ 1,274,098
Materials and Supplies	212,264	227,511	275,664	82.5%	661,594	\$ 15,246
Operation and Contract	2,006,755	2,725,470	2,635,131	103.4%	6,324,313	\$ 718,714
Other Expenditures	4,271	4,240	4,125	102.8%	9,900	\$ (31)
Capital Outlay	92,081	147,052	276,295	53.2%	663,107	\$ 54,971
Total Operating Expenditures	\$ 9,805,570	\$ 11,868,568	\$ 12,593,387	94.2%	\$ 30,224,129	\$ 2,062,999
SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES	\$ 5,564,657	\$ 1,032,976	\$ (302,974)	-340.9%	\$ (727,137)	\$ (4,531,681)
<u>INTERFUND TRANSACTIONS</u>						
Transfers In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Transfers Out				N/A		-
Reimbursements From Other Funds	325,714	364,975	364,974	100.0%	875,938	39,261
Reimbursements To Other Funds	-	-	41,667	0.0%	100,000	-
Sports Core Loan				N/A	-	-
Total Interfund Transactions	\$ 325,714	\$ 364,975	\$ 406,641	89.8%	\$ 975,938	\$ 39,261
NET FUND INCREASE (DECREASE)	\$ 5,890,371	\$ 1,397,951	\$ 103,667		\$ 248,801	\$ (4,492,420)

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

	5/31/23	5/31/24	5/31/24	5/31/24	2024	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Prior
	Actual	Actual	Amended	Amended	Budget	Year
			Budget	Budget		
<u>OPERATING REVENUES</u>						
Hotel Tax	\$ 488,084	\$ 618,492	\$ 604,167	102.4%	\$ 1,450,000	\$ 130,408
Investment Interest	28,893	68,399	10,417	656.6%	25,000	39,506
Loan Interest	2,000	-	833	0.0%	2,000	(2,000)
Miscellaneous		-	-		-	-
Total Operating Revenues	\$ 518,977	\$ 686,890	\$ 615,417	111.6%	\$ 1,477,000	\$ 167,914
<u>EXPENDITURES</u>						
Operation and Contract	\$ 53,045	\$ 58,862	\$ 293,769	20.0%	\$ 705,045	\$ 5,817
Capital Outlay	-	3,683	114,583	3.2%	275,000	3,683
Total Expenditures	\$ 53,045	\$ 62,545	\$ 408,352	15.3%	\$ 980,045	\$ 9,500
SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES	\$ 465,932	\$ 624,345	\$ 207,065	301.5%	\$ 496,955	\$ 158,414
<u>INTERFUND TRANSACTIONS</u>						
Transfer Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Reimbursements to Other Funds	(145,619)	(101,630)	(101,631)	100.0%	(243,915)	43,989
Total Interfund Transactions	\$ (145,619)	\$ (101,630)	\$ (101,631)	100.0%	\$ (243,915)	\$ 43,989
NET FUND INCREASE (DECREASE)	\$ 320,313	\$ 522,715	\$ 105,433		\$ 253,040	\$ 202,403

Note - Expenditures are recorded in program 171.

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

	5/31/23 YTD Actual	5/31/24 YTD Actual	5/31/24 YTD Amended Budget	5/31/24 % of YTD Amended Budget	2024 Adopted Budget	Difference Prior Year
<u>OPERATING REVENUES</u>						
Non-Home Rule Sales Tax	\$ 3,158,232	\$ 3,190,959	\$ 2,792,917	114.3%	\$ 6,703,000	\$ 32,727
Charges for Services		-	-	N/A		\$ -
Investment Interest	87,934	311,474	52,083	598.0%	125,000	223,540
Grants	-	-	-	N/A	-	-
Miscellaneous	2,100	1,990	9,583	20.8%	23,000	(110)
Total Operating Revenues	\$ 3,248,266	\$ 3,504,423	\$ 2,854,583	122.8%	\$ 6,851,000	\$ 256,157
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 47,293	\$ 75,673	\$ -	N/A	\$ -	\$ 28,380
Materials and Supplies	138,691	199	19,375	1.0%	46,500	(138,493)
Operation and Contract	311,354	428,097	726,237	58.9%	1,742,968	116,743
Other Expenditures	-	13,335	141,625	9.4%	339,899	13,335
Capital Outlay	1,314,661	330,723	1,409,906	23.5%	3,383,775	(983,938)
Total Operating Expenditures	\$ 1,811,999	\$ 848,027	\$ 2,297,143	36.9%	\$ 5,513,142	\$ (963,972)
<u>SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES</u>						
	\$ 1,436,267	\$ 2,656,395	\$ 557,441	476.5%	\$ 1,337,858	\$ 1,220,129
<u>INTERFUND TRANSACTIONS</u>						
Transfers In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Reimbursements From Other Funds	90,650	-	-	N/A	-	(90,650)
Reimbursements To Other Funds	(141,625)	(10,688)	-	N/A	-	130,937
Total Interfund Transactions	\$ (50,975)	\$ (10,688)	\$ -	N/A	\$ -	\$ 40,287
NET FUND INCREASE (DECREASE)	\$ 1,385,292	\$ 2,645,707	\$ 557,441		\$ 1,337,858	\$ 1,260,415

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

	5/31/23	5/31/24	5/31/24	5/31/24	2024	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Prior
	Actual	Actual	Amended	Amended	Budget	Year
			Budget	Budget		
<u>OPERATING REVENUES</u>						
Plan Review Fees	\$ 975	\$ 227	\$ 219	103.7%	\$ 525	\$ (748)
Building/Inspection Fees	1,050	-	833	0.0%	2,000	(1,050)
Water Sales	2,985,383	3,322,784	4,466,667	74.4%	10,720,000	337,401
Unmetered Sales	8,490	17,969	27,083	66.3%	65,000	9,479
Water Connection Fees	119,830	23,000	58,333	39.4%	140,000	(96,830)
Fire Service Charge	-	-	-	N/A	-	-
Meter Charges	11,944	5,210	7,208	72.3%	17,300	(6,734)
Special Services	25,741	-	4,167	0.0%	10,000	(25,741)
Investment Interest	337,947	525,445	145,833	360.3%	350,000	187,499
Proceeds from Property Sale	-	-	-	N/A	-	-
Miscellaneous	44,513	40,157	479,054	8.4%	1,149,730	(4,356)
Total Operating Revenues	\$ 3,535,872	\$ 3,934,791	\$ 5,189,398	75.8%	\$ 12,454,555	\$ 398,919
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 256,513	\$ 263,939	\$ 327,672	80.5%	\$ 786,413	\$ 7,426
Materials and Supplies	38,963	42,522	57,174	74.4%	137,216	3,559
Operation and Contract	1,484,196	1,716,766	2,958,904	58.0%	7,101,369	232,569
Capital Outlay	989,340	1,137,239	2,370,833	48.0%	5,690,000	147,899
Total Expenditures	\$ 2,769,012	\$ 3,160,466	\$ 5,714,583	55.3%	\$ 13,714,999	\$ 391,453
Surplus (Deficit) of Revenues Over Expenditures	\$ 766,860	\$ 774,325	\$ (525,185)	-147.4%	\$ (1,260,444)	\$ 7,465
<u>INTERFUND TRANSACTIONS</u>						
Reimbursements To Other Funds	\$ (77,748)	\$ (182,035)	\$ (182,033)	100.0%	\$ (436,879)	\$ (104,287)
Total Interfund Transactions	\$ (77,748)	\$ (182,035)	\$ (182,033)	100.0%	\$ (436,879)	\$ (104,287)
Fund Increase/(Decrease) - Budgetary Basis	\$ 689,112	\$ 592,290	\$ (707,218)		\$ (1,697,323)	\$ (96,821)
<u>ADJUSTMENTS TO GAAP BASIS*</u>						
Remove Capital Outlay	\$ 989,340	\$ 1,137,239				
Depreciation Expense	(191,667)	(239,583)				
IMRF Pension Expense	(15,000)	(18,750)				
OPEB Expense	(10,000)	(12,500)				
Total GAAP Adjustments	\$ 772,673	\$ 866,406				
Fund Increase/(Decrease) - GAAP Basis	\$ 1,461,785	\$ 1,458,696				

*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 May 31, 2024

	B&T Recreation Operations	Field Operations	Clubhouse Operations	Golf Club	5/31/24 YTD Total	5/31/24 YTD Amended Budget	5/31/24 % of YTD Amended Budget	2024 Adopted Budget	5/31/23 YTD Total	Difference Prior Year
OPERATING REVENUES										
Memberships	\$ 381,075	\$ -	\$ -	\$ 391,650	\$ 772,725	\$ 396,135	195.1%	\$ 950,725	\$ 789,742	\$ (17,017)
Greens Fees	-	-	-	412,473	412,473	585,417	70.5%	1,405,000	258,131	154,342
Golf Surcharge	-	-	-	53,143	53,143	53,143	100.0%	53,143	34,669	18,474
Pro Shop Sales	-	-	-	42,856	42,856	90,833	47.2%	218,000	71,123	(28,267)
Golf Lessons	-	-	-	29,330	29,330	18,750	156.4%	45,000	27,648	1,682
Driving Range Fees	-	-	-	224,685	224,685	162,500	138.3%	390,000	159,711	64,974
Rentals	-	46,972	44,936	165,147	257,055	415,917	61.8%	998,200	242,606	14,449
Programs/User Fees	46,724	-	-	-	46,724	45,750	102.1%	109,800	45,220	1,504
Food Sales	-	-	-	7,664	7,664	19,958	38.4%	47,900	52,892	(45,229)
Beverage Sales	-	-	-	-	-	32,354	0.0%	77,650	96,719	(96,719)
Taste of Oak Brook	-	-	-	-	-	-	N/A	-	-	-
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	92,741	-	-	1,439	94,180	41,316	227.9%	99,160	805	93,375
Total Operating Revenues	\$ 520,540	\$ 46,972	\$ 44,936	\$ 1,328,386	\$ 1,940,834	\$ 1,862,074	104.2%	\$ 4,394,578	\$ 1,779,267	\$ 161,568
OPERATING EXPENDITURES										
Personnel	\$ 1,142	\$ -	\$ -	\$ 431,748	\$ 432,890	\$ 581,242	74.5%	\$ 1,671,380	\$ 334,077	\$ 98,812
Materials & Supplies	20,536	-	4,353	130,700	155,590	180,522	86.2%	718,900	122,692	32,898
Operational & Contractual	241,459	23,620	20,407	159,540	445,025	451,768	98.5%	942,765	336,792	108,234
Other	-	-	-	-	-	-	N/A	-	-	-
Capital	89,213	-	-	784,937	874,150	448,440	194.9%	466,750	32,481	841,669
Total Operating Expenditures	\$ 352,349	\$ 23,620	\$ 24,760	\$ 1,506,925	\$ 1,907,655	\$ 1,661,971	114.8%	\$ 3,799,795	\$ 826,042	\$ 1,081,613
B&T Administration Overhead Allocation*	\$ 15,607	\$ -	\$ (5,208)	\$ (10,399)	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Operating Revenues Over (Under) Expenditures	\$ 183,797	\$ 23,352	\$ 14,968	\$ (188,937)	\$ 33,180	\$ 200,103	16.6%	\$ 594,783	\$ 953,225	\$ (920,045)
INTERFUND TRANSACTIONS										
Interfund Loan**	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Transfer From General Fund	-	-	-	-	-	-	N/A	-	-	-
Transfer From Golf Surcharge Fund	-	-	-	(10,399)	(10,399)	(10,399)	100.0%	(24,957)	-	(10,399)
Reimbursement From Infrastructure Fund	-	-	-	-	-	-	N/A	-	-	-
Reimbursement From Water Fund	-	-	-	-	-	16,667	0.0%	40,000	-	-
Reimbursement To General Fund	(21,160)	-	-	(63,485)	(84,645)	(71,917)	117.7%	(172,600)	(37,074)	(47,571)
Total Interfund Transactions	\$ (21,160)	\$ -	\$ -	\$ (73,884)	\$ (95,044)	\$ (65,649)	144.8%	\$ (157,557)	\$ (37,074)	\$ (57,969)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 162,637	\$ 23,352	\$ 14,968	\$ (262,821)	\$ (61,864)	\$ 134,454		\$ 437,226	\$ 916,150	\$ (978,014)
ADJUSTMENTS TO GAAP BASIS**										
Remove Capital Outlay	\$ 89,213	\$ -	\$ -	\$ 784,937	\$ 874,150				\$ 32,481	
Depreciation Expense	(70,095)	(702)	(25,000)	(102,625)	(198,422)				(184,403)	
IMRF Pension Expense	(854)	-	(1,250)	(10,208)	(12,313)				(12,142)	
OPEB Expense	-	-	(1,250)	(11,667)	(12,917)				(12,917)	
Total GAAP Adjustments	\$ 18,264	\$ (702)	\$ (27,500)	\$ 660,437	\$ 650,499				\$ (176,980)	
Fund Increase/(Decrease) - GAAP Basis	\$ 180,902	\$ 22,650	\$ (12,532)	\$ 397,616	\$ 588,635				\$ 739,170	

*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 May 31, 2024

	811 B&T Admin	812 Swimming	813 Tennis	822 Poolside Café	5/31/24 YTD Total	5/31/24 YTD Adopted Budget	5/31/24 % of YTD Amended Budget	2024 Adopted Budget	5/31/23 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>										
Memberships	\$ -	\$ 359,450	\$ 21,625	\$ -	\$ 381,075	\$ 184,490	206.6%	\$ 442,775	\$ 387,642	\$ (6,567)
Programs/User Fees	-	36,240	10,484	-	46,724	45,750.00	102.1%	109,800	45,220	1,504
Food Sales	-	-	-	-	-	2,500.00	0.0%	6,000	-	-
Beverage Sales	-	-	-	-	-	1,000.00	0.0%	2,400	-	-
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	88,741	-	-	4,000	92,741	37,566	246.9%	90,160	805	91,936
Total Operating Revenues	\$ 88,741	\$ 395,690	\$ 32,109	\$ 4,000	\$ 520,540	\$ 271,306	191.9%	\$ 651,135	\$ 433,668	\$ 86,872
<u>OPERATING EXPENDITURES</u>										
Personnel	\$ -	\$ 1,142	\$ -	\$ -	\$ 1,142	\$ 104,953	1.1%	\$ 251,888	\$ 419	\$ 722
Materials & Supplies	21	12,133	8,319	63	20,536	18,908	108.6%	45,380	5,383	15,153
Operational & Contractual	100,592	114,850	25,611	405	241,459	238,764	101.1%	573,034	158,056	83,402
Other	-	-	-	-	-	-	N/A	-	-	-
Capital	8,456	80,757	-	-	89,213	364,375	24.5%	874,500	-	89,213
Total Operating Expenditures	\$ 109,069	\$ 208,882	\$ 33,930	\$ 468	\$ 352,349	\$ 727,001	48.5%	\$ 1,744,801	\$ 163,859	\$ 188,491
B&T Administration Overhead Allocation*	\$ 43,542	\$ (17,133)	\$ (4,760)	\$ (6,042)	\$ 15,607	\$ -	N/A	\$ 37,457	\$ -	\$ 15,607
Operating Revenues Over (Under) Expenditures	\$ 23,213	\$ 169,676	\$ (6,582)	\$ (2,510)	\$ 183,797	\$ (455,695)	-40.3%	\$ (1,056,210)	\$ 269,809	\$ (86,012)
Transfer From General Fund	-	-	-	-	-	-	N/A	-	-	-
Reimbursement From Infrastructure Fund	-	-	-	-	-	\$ -	N/A	-	-	-
Reimbursement From Water Fund	16,670	-	-	-	-	16,667	0.0%	40,000	-	-
Reimbursement To General Fund	(21,160)	-	-	-	(21,160)	(8,434)	250.9%	(20,242)	(13,494)	(7,666)
Total Interfund Transactions	\$ (4,490)	\$ -	\$ -	\$ -	\$ (21,160)	\$ 8,233	-257.0%	\$ 19,758	\$ (13,494)	\$ (7,666)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 18,723	\$ 169,676	\$ (6,582)	\$ (2,510)	\$ 162,637	\$ (447,462)		\$ (1,036,452)	\$ 256,315	\$ (93,677)
<u>ADJUSTMENTS TO GAAP BASIS**</u>										
Remove Capital Outlay	\$ 8,456	\$ 80,757	\$ -	\$ -	\$ 89,213				\$ -	
Depreciation Expense	(26,816)	(41,667)	(1,125)	(487)	(70,095)				(56,076)	
IMRF Pension Expense	(833)	-	-	(21)	(854)				(683)	
Total GAAP Adjustments	\$ (19,193)	\$ 39,090	\$ (1,125)	\$ (508)	\$ 18,264				\$ (56,759)	
Fund Increase/(Decrease) - GAAP Basis	\$ (470)	\$ 208,766	\$ (7,707)	\$ (3,018)	\$ 180,902				\$ 199,556	

*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 May 31, 2024

	815 Polo	816 Open Fields	5/31/24 YTD Total	5/31/24 YTD Amended Budget	5/31/24 % of YTD Amended Budget	2024 Adopted Budget	5/31/23 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>								
Field Rentals	\$ -	\$ 46,972	\$ 46,972	\$ 80,417	58.4%	\$ 193,000	\$ 45,500	\$ 1,472
Range Rentals	-	-	-	-	N/A	-	86,080	(86,080)
Taste of Oak Brook	-	-	-	-	N/A	-	-	-
Other Revenue	-	-	-	-	N/A	-	-	-
Total Operating Revenues	\$ -	\$ 46,972	\$ 46,972	\$ 80,417	58.4%	\$ 193,000	\$ 131,580	\$ (84,608)
<u>OPERATING EXPENDITURES</u>								
Personnel	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Materials & Supplies	-	-	-	3,954	0.0%	\$ 9,490	-	-
Operational & Contractual	-	23,620	23,620	31,688	74.5%	76,050	31,682	(8,062)
Other	-	-	-	-	N/A	-	-	-
Capital	-	-	-	19,167	0.0%	46,000	-	-
Total Operating Expenditures	\$ -	\$ 23,620	\$ 23,620	\$ 54,808	43.1%	\$ 131,540	\$ 31,682	\$ (8,062)
Operating Revenues Over (Under) Expenditures	\$ -	\$ 23,352	\$ 23,352	\$ 25,608	91.2%	\$ 61,460	\$ 99,898	\$ (76,546)
<u>INTERFUND TRANSACTIONS</u>								
Transfer From Hotel Tax Fund	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Total Interfund Transactions	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ -	\$ 23,352	\$ 23,352	\$ 25,608		\$ 61,460	\$ 99,898	\$ (76,546)
<u>ADJUSTMENTS TO GAAP BASIS**</u>								
Remove Capital Outlay	\$ -	\$ -	\$ -				\$ -	
Depreciation Expense	-	(702)	(702)				(702)	
Total GAAP Adjustments	\$ -	\$ (702)	\$ (702)				\$ (702)	
Fund Increase/(Decrease) - GAAP Basis	\$ -	\$ 22,650	\$ 22,650				\$ 99,196	

*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 May 31, 2024

	821 B&T Clubhouse	5/31/24 YTD Amended Budget	5/31/24 % of YTD Amended Budget	2024 Adopted Budget	5/31/23 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>						
Rentals	\$ 44,936	\$ 97,083	46.3%	\$ 233,000	\$ 23,492	\$ 21,444
Other Revenue	-	-	0.0%	-	-	-
Total Operating Revenues	\$ 44,936	\$ 97,083	46.3%	\$ 233,000	\$ 23,492	\$ 21,444
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ -	\$ -	N/A	\$ -	\$ 3,380	\$ (3,380)
Materials & Supplies	4,353	5,729	76.0%	13,750	529	3,824
Operational & Contractual	20,407	22,074	92.4%	52,978	19,042	1,365
Capital	-	-	N/A	-	-	-
Total Operating Expenditures	\$ 24,760	\$ 27,803	89.1%	\$ 66,728	\$ 22,951	\$ 1,810
B&T Administration Overhead Allocation *	\$ (5,208)	\$ -	N/A	\$ (12,500)	\$ -	\$ (5,208)
Operating Revenues Over (Under) Expenditures	\$ 14,968	\$ 69,280	21.6%	\$ 153,772	\$ 541	\$ 14,426
<u>INTERFUND TRANSACTIONS</u>						
Transfer From General Fund	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -
Total Interfund Transactions	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 14,968	\$ 69,280		\$ 153,772	\$ 541	\$ 14,426
<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	\$ (12,532)				\$ (26,959)	

*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 May 31, 2024

	823 Golf Café	831 Golf General Operation	832 Golf Learning & Practice	833 Golf Cart Operations	834 Golf Course Maintenance	5/31/24 YTD Total	5/31/24 YTD Amended Budget	5/31/24 % of YTD Amended Budget	2024 Adopted Budget	5/31/23 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>											
Memberships	\$ -	\$ 391,650	\$ -	\$ -	\$ -	\$ 391,650	\$ 211,646	185.0%	\$ 507,950	\$ 402,100	\$ (10,450)
Greens Fees	-	412,473	-	-	-	412,473	585,417	70.5%	1,405,000	258,131	154,342
Surcharge	-	53,143	-	-	-	53,143	53,143	100.0%	53,143	34,669	18,474
Pro Shop Sales	-	42,856	-	-	-	42,856	90,833	47.2%	218,000	71,123	(28,267)
Golf Lessons	-	-	29,330	-	-	29,330	18,750	156.4%	45,000	27,648	1,682
Driving Range Fees	-	-	224,685	-	-	224,685	162,500	138.3%	390,000	159,711	64,974
Rentals	10,000	-	24,500	130,647	-	165,147	238,417	69.3%	572,200	87,534	77,613
Food Sales	7,664	-	-	-	-	7,664	17,458	43.9%	41,900	52,892	(45,229)
Beverage Sales	-	-	-	-	-	-	31,354	0.0%	75,250	96,719	(96,719)
Other Revenue	-	1,439	-	-	-	1,439	3,750	38.4%	9,000	-	1,439
Total Operating Revenues	\$ 17,664	\$ 901,561	\$ 278,515	\$ 130,647	\$ -	\$ 1,328,386	\$ 1,413,268	94.0%	\$ 3,317,443	\$ 1,190,527	\$ 137,859
<u>OPERATING EXPENDITURES</u>											
Personnel	\$ -	\$ 251,476	\$ 9,243	\$ 24,864	\$ 146,166	\$ 431,748	\$ 476,288	90.6%	\$ 1,143,092	\$ 330,278	\$ 101,470
Materials & Supplies	(15)	31,118	6,268	466	92,863	130,700	151,930	86.0%	364,633	116,780	13,920
Operational & Contractual	2,870	87,079	9,034	31,361	29,196	159,540	159,242	100.2%	382,181	128,012	31,528
Other	-	-	-	-	-	-	-	N/A	-	-	-
Capital	-	9,940	-	671,600	103,397	784,937	64,898	1209.5%	155,755	32,481	752,456
Total Operating Expenditures	\$ 2,855	\$ 379,613	\$ 24,545	\$ 728,290	\$ 371,622	\$ 1,506,925	\$ 852,359	176.8%	\$ 2,045,661	\$ 607,551	\$ 899,374
Operating Revenues Over (Under) Expenditures	\$ 14,808	\$ 521,948	\$ 253,970	\$ (597,643)	\$ (371,622)	\$ (178,539)	\$ 560,909	-31.8%	\$ 1,271,782	\$ 582,976	\$ (761,515)
<u>INTERFUND TRANSACTIONS</u>											
Overhead Charge	\$ -	\$ (10,399)	\$ -	\$ -	\$ -	\$ (10,399)	\$ (10,399)	100.0%	\$ (24,957)	\$ -	\$ (10,399)
Transfers from Other Fund	-	-	-	-	-	-	-	0.0%	150,000	-	-
Reimbursement to General Fund	-	(63,485)	-	-	-	(63,485)	(63,483)	100.0%	(152,358)	(23,580)	(39,905)
Total Interfund Transactions	\$ -	\$ (73,884)	\$ -	\$ -	\$ -	\$ (73,884)	\$ (73,881)	100.0%	\$ (27,315)	\$ (23,580)	\$ (50,304)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 14,808	\$ 448,064	\$ 253,970	\$ (597,643)	\$ (371,622)	\$ (252,422)	\$ 487,028		\$ 1,244,467	\$ 559,396	\$ (811,819)
<u>ADJUSTMENTS TO GAAP BASIS*</u>											
Remove Capital Outlay	\$ -	\$ 9,940	\$ -	\$ 671,600	\$ 103,397	\$ 784,937				\$ 32,481	
Depreciation Expense	(417)	(43,750)	(958)	(5,417)	(52,083)	(102,625)				(102,625)	
IMRF Pension Expense	(1,042)	(4,167)	(417)	-	(4,583)	(10,208)				(10,208)	
OPEB Expense	(1,250)	(6,250)	-	-	(4,167)	(11,667)				(11,667)	
Total GAAP Adjustments	\$ (2,708)	\$ (44,227)	\$ (1,375)	\$ 666,183	\$ 42,564	\$ 660,437				\$ (92,019)	
Fund Increase/(Decrease) - GAAP Basis	\$ 12,100	\$ 403,837	\$ 252,595	\$ 68,540	\$ (329,058)	\$ 408,015				\$ 467,377	

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



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 Special Meeting
of
June 25, 2024

SUBJECT: Authorization to Seek Proposals - GIS Services

FROM: Thomas Gilbert, Information Technology Director

BUDGET SOURCE/BUDGET IMPACT: GIS: Program 152-76950 (Infrastructure Fund)

RECOMMENDED MOTION: I move that the Village Board authorize staff to conduct the Request for Proposals process for Geographic Information System (GIS) Services.

Background/History:

A Geographic Information System is essentially a large database that can be accessed electronically through the use of maps. The reason that such a system is useful for a municipality is that so much of what we do is related to properties. The program is used routinely for reference, analysis, and communication with village residents and staff. In addition, the system is now being used by the business community and other government entities. By providing easily accessible information, GIS will help staff meet both existing and expanded service levels, reducing the need to hire additional staff.

This program is responsible for developing an electronic map-based system that creates direct linkages to parcel-based information stored by all Village departments. The goal of this program is to develop a GIS that provides a convenient way for Village staff to access information quickly, and to provide access to appropriate documents by the general public through the Village's website. Once on the website, village residents and businesses have access to the system and GIS data 24 hours a day.

In the upcoming year, our GIS staff will continue to work with Public Works staff to develop a workflow that streamlines the process to document and update storm sewer utility data. Utilizing the Village's vast collection of As-Built drawings, Public Works staff has been reviewing these documents and selecting those which are the most recent and accurate, for GIS staff to integrate into the Villages utility databases. Within 24 hours of entry into the Village's GIS system, the data becomes available to view by staff and authorized contractors. Additionally, the information is immediately available for reference and analysis.

Overall, GIS in Oak Brook helps make Village operations more efficient by helping everyone take less time to find information, respond to resident requests, prepare reports, and do property-related analysis.

Over the years, the current GIS contractor has been very effective in delivering these services for the Village; however, costs for GIS services have continued to increase. The Board has previously provided direction that they would like staff to explore all available options to reduce program costs. An analysis clearly demonstrates that the cost of hiring dedicated staff, purchasing services, and licensing software would overwhelmingly exceed current vendor costs; therefore, staff has prepared an RFP to seek competitive proposals from firms that can provide the Village with the same or better service, potentially at a lower cost.

Once proposals are received, this item will be brought back to the Board for approval.

Recommendation:

Staff recommends that the Village Board authorize staff to conduct the RFP process for GIS Services.

Attachments:

1. GIS SERVICES

**VILLAGE OF OAK BROOK
1200 Oak Brook Road
Oak Brook, IL 60523
(630) 368-5164**

REQUEST FOR PROPOSAL

GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES

June 2024

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Section 1. Request for Proposals

A. Notice

Posted on Village Website on Wednesday June 26, 2024

The Village of Oak Brook is seeking proposals from qualified firms for Geographic Information System (GIS) Services.

Proposals should be addressed to:

Rania Serences
Purchasing & Budgeting Coordinator
Village of Oak Brook
1200 Oak Brook Road
Oak Brook, IL 60523

Questions regarding this RFP should be submitted in writing via email. Please direct all questions to:

Rania Serences, Purchasing & Budgeting Coordinator
Village of Oak Brook
1200 Oak Brook Road
Oak Brook, Illinois 60523
630-368-5164
630-368-5165 (fax)
rserences@oak-brook.org

The closing date and time for receipt of proposals is **Friday, July 19, 2024 at 3:00 P.M. prevailing time**. Proposals received after the submittal time will be rejected and returned unopened to the sender.

The complete proposal package, of which this notice is a part of, is on file for inspection and may be downloaded from the Village's website at www.oak-brook.org, or picked up at the Butler Government Center, 1200 Oak Brook Road, Oak Brook, Illinois 60523, between the hours of 8:00 A.M. and 4:30 P.M., Monday through Friday. There is no charge for the package.

The Village of Oak Brook reserves the right to reject any or all proposals, waive all technicalities, errors, omissions, erasures, alterations, and additions not called for, and to make an award which, in its judgment, is the best and most favorable to the interests of the Village and the public.

B. General Information

In January 2009, the Village entered the Geographic Information System Consortium (GISC). The current agreement expires December 31, 2024. Since that time numerous projects have been completed in the areas of Public Safety, Planning, Engineering, Administration and Infrastructure. The Village is now seeking proposals from qualified firms for GIS Services.

The term of the agreement will be for one (1) year, beginning January 1, 2025 – December 31, 2025. The Village will have the sole option to renew for four (4) additional years (January 1, 2026 – December 31, 2029).

The Village plans to adhere to the following schedule regarding this RFP:

Distribute Request for Proposals	June 26, 2024
Deadline for written submission of vendor questions or clarifications	July 8, 2024
Village's response to vendor questions	July 12, 2024
Sealed responses due to Rania Serences, Purchasing & Budgeting Coordinator	July 19, 2024
Evaluation Period	July 19 – July 26, 2024
Optional Interviews	July 24 – August 2, 2024
Recommendation to Village Board/Final Award	August 13, 2024
Agreement Effective Date	January 1, 2025

Section 2. Scope of Services

A. Proactive and Reactive GIS Services:

1. Objective: Provide continuous GIS support services with unlimited service requests to ensure enhanced service.
2. Proactive Services:
 - Ongoing monitoring and maintenance of GIS infrastructure.
 - Routine data quality assessments and updates.
 - Trend analysis and recommendations for system optimization.
3. Reactive Services:
 - Creation of requested maps, upon demand.
 - Swift response to GIS-related issues and incidents.
 - Troubleshooting and resolution of GIS service disruptions.
 - Emergency support for critical GIS operations.

B. GIS Data and Application Cloud Hosting:

1. Objective: Establish a robust cloud-based hosting environment for the Village's GIS data and applications. Organize existing Village data and migrate to an organized SQL database or equivalent. The proposer shall include all software, hardware, and hosting costs in their proposal.

2. Features:
 - Deployment of GIS applications on AWS cloud servers or equivalent tailored to the Village's needs.
 - Scalable infrastructure to accommodate the Village's growing data requirements.
 - Data redundancy and backup solutions every 4 hours for enhanced disaster recovery.
3. Security and Compliance:
 - Implementation of robust security protocols aligned with the Village's specific security requirements.
 - Compliance with industry-standard data protection regulations, considering the Village's data policies.

C. 3D-Enabled GIS Web Application:

1. Objective: Create a dynamic web-based GIS application with advanced 3D visualization capabilities, customized for the Village.
2. Features:
 - Interactive 3D mapping environment with seamless navigation tailored to the Village's needs.
 - Integration of diverse spatial datasets in 3D format specific to the Village's data sources.
 - User-friendly querying and analysis tools focusing on the Village's unique requirements.
3. Ongoing Maintenance:
 - Regular updates, bug fixes, and performance enhancements tailored to the Village's operational needs.
 - Integration of additional 3D data sources as required by the Village.
 - Testing for cross-browser and device compatibility considering the Village's technology landscape.

D. ESRI-Native Work Order System:

1. Objective: Implement a work order management system tightly integrated with the ESRI GIS platform, customized for the Village.
2. Features:
 - Work order creation, assignment, and tracking within the GIS environment aligned with the Village's workflows.
 - Spatial visualization of work order locations on the GIS map tailored to the Village's needs.
 - Seamless integration with existing GIS data layers for context, considering the Village's data sources.
3. Integration:
 - Smooth integration with the existing ESRI GIS infrastructure, considering the Village's unique configurations.

- Compatibility with ESRI ArcGIS tools and services tailored to the Village's specific toolset.

E. Public-Facing GIS Hub:

1. Objective: Establish a user-friendly platform for public access to select GIS data and applications customized for the Village.
2. Features:
 - Intuitive interface for public users with customizable map displays meeting the Village's preferences.
 - Search functionality for locating specific spatial information based on the Village's unique datasets.
 - Data download options with appropriate access controls respecting the Village's data policies.
3. Security and Privacy:
 - Implementation of access controls to protect sensitive information following the Village's privacy requirements.
 - Compliance with relevant privacy and data protection regulations, considering the Village's policies.

Requirements:

1. On-Site Technical Support:

- Provide on-site technical support within 24 hours of service request, offering troubleshooting assistance and system maintenance as needed.

2. Office Hours:

- Provide on-site (at Village offices) office hours a minimum of one 8-hour day per week.

3. Certified Project Manager:

- Assign a Project Manager with a valid Geographic Information Systems Professional (GISP) certificate from the Geographic Information Science Certification Institute (GISCI). The Project Manager will lead the implementation of GIS services, ensuring alignment with project goals and industry standards.

4. Advanced Mapping Capabilities:

- Integrate advanced mapping features, including 3D visualization and real-time mapping capabilities, to support the Public Works, Development Services, Information Technology, Administration, and all other Village Departments that utilize the services effectively.
- At a minimum, Aerial Imagery of Village Boundaries is required every two (2) years.
- At a minimum, Contour Mapping of Village Boundaries is required every five (5) years.

5. Data Migration and Integration:

- Migrate existing datasets to the cloud-based ArcGIS Enterprise platform, ensuring seamless integration and compatibility with advanced GIS tools.

6. Application Development and User Interface:

- Develop custom applications and user interfaces tailored to the unique needs of the Public Works, Development Services, Information Technology, Administration, and all other Village Departments that utilize the services, ensuring ease of use and accessibility.

Section 3. Proposal

A. General Information

Four (4) copies of the proposal shall be submitted in a sealed envelope to:

Rania Serences
Purchasing & Budgeting Coordinator
Village of Oak Brook
1200 Oak Brook Road
Oak Brook, IL 60523

and clearly marked on the outside of the envelope **“GIS Services” on or before 3:00 p.m. Friday, July 19, 2024.** Proposals received after the submittal time will be rejected and returned unopened to the sender.

The Village of Oak Brook reserves the right to reject any or all proposals, waive all technicalities, errors, omissions, erasures, alterations, and additions not called for, and to make an award which, in its judgment, is the best and most favorable to the interests of the Village and the public.

B. Proposal Submission:

Interested vendors must submit the following in their sealed proposal:

- Company profile and experience in GIS Services.
- Company address for their Illinois based office location.
- Address the bullets identified in the “Scope of Services”, along with supporting documentation, samples, examples, etc.
- Project timeline including key milestones and deliverables.
- Include five (5) references from current and past clients for GIS Services.
- Include the names and resumes of the dedicated employees assigned to the Village for GIS Services.
- Any exceptions taken to this Request for Proposals shall clearly be identified.
- Proposal Form (Section C), Detailed cost Spreadsheet and Narrative.

C. Proposal

In compliance with this Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined herein for the Village of Oak Brook at the amount indicated, subject to modification through negotiations.

The term of the agreement will be for one (1) year, beginning January 1, 2025 – December 31, 2025. The Village will have the sole option to renew for four (4) additional years (January 1, 2026 – December 31, 2029).

GIS Services – January 1, 2025 – December 31, 2025	\$
GIS Services – January 1, 2026 – December 31, 2026	\$
GIS Services – January 1, 2027 – December 31, 2027	\$
GIS Services – January 1, 2028 – December 31, 2028	\$
GIS Services – January 1, 2029 – December 31, 2029	\$
Aerial Imagery – 2026 (Village Boundaries)	\$
Aerial Imagery – 2028 (Village Boundaries)	\$
Contour Imagery – 2029 (Village Boundaries)	\$

Please indicate any variations to the above on a separate piece of paper and attach with your proposal.

Firm Name: _____

Address: _____

City, State, ZIP: _____

Signature: _____

Name Printed: _____

Title: _____

Telephone: _____ Date: _____

If a Corporation:

ATTEST:

Secretary

D. General Terms and Conditions

1. PREPARATION AND SUBMISSION OF PROPOSALS:

- a. The proposal shall be submitted in an opaque sealed envelope on or before the time stated and shall bear the name of the individual, firm, or corporation submitting the Proposal and the Project Name: "GIS Services."
- b. Proposers may attach separate sheets to the proposal for the purpose of explanation, exception, alternate proposal and to cover unit prices, if needed.
- c. Proposers may withdraw their proposal either personally or by written request at any time before the hour set for the proposal opening and may resubmit it. No proposal may be withdrawn or modified after the receipt of proposals except where the award of agreement has been delayed for a period of more than **ninety (90) days**.
- d. In submitting this proposal, the proposer further declares that the only person or party interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any other person, firm, or corporation.
- e. The proposer further agrees to execute all documents within this Proposal Package, obtain a Certificate of Insurance for this work and present all of these documents to the Village within fifteen (15) days after the receipt of the Notice of Award and the Agreement by him.
- f. By submitting a proposal, the proposer understands and agrees that, if his proposal is accepted, and he fails to enter into an agreement forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.
- g. The Village reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of the Village and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the RFP process; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Proposers should not rely upon, or anticipate, such waivers in submitting their proposal.

2. CONDITIONS:

- a) The Village is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This proposal cannot include any amounts of money for these taxes.
- b) Any contract or agreement resulting from the acceptance of this proposal by the Village shall be on forms either supplied by or approved by the Village's Attorney. The Village reserves the right to reject any agreement that does not conform to the Request For Proposal and any Village requirements for agreements and contracts.

- c) The Village reserves the right to request clarification of information submitted and request additional information as needed.
- d) The requirements of this RFP will be included in the agreement with the selected firm.

3. PAYMENT:

The Village authorizes the payment of invoices on the second and fourth Tuesday of the month. For consideration on one of these dates, payment request must be received no later than fourteen (14) days prior to the second or fourth Tuesday of the month.

4. INDEMNIFICATION:

The Proposer shall protect, indemnify, save, defend and hold forever harmless the Village and/or its officers, officials, employees, volunteers and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including without limitation court costs, insurance deductibles and attorney's fees and expenses, which the Village and/or its officers, officials, employees, volunteers and agents may incur, suffer or sustain, or for which the Village and/or its officers, employees and agents may become obligated by reason for any accident, injury to or death of persons or loss of or damage to property, or civil and/or constitutional infringement of rights (specifically including violations of the Federal Civil Right Statutes), arising indirectly or directly in connection with or under, or as a result of, this or any Agreement by virtue of any act or omission of any of the Proposer's officers, employees, subcontractors, and/or agents, provided that the Proposer shall not be liable for claims, obligations, damages, penalties, causes of action, costs and expenses arising solely by any act or omission of the Village's officers, officials, employees, volunteers and/or agents.

The Proposer shall hold the Village harmless for any and all claims for labor, material, apparatus, equipment, fixtures, or machinery furnished to the Proposer for the purpose of performing the work under the agreement; and the payment of all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time the agreement is in force.

5. INSURANCE:

Certificates of Insurance and Additional Insured Endorsement shall be presented to the Village within fifteen (15) days after the receipt by the proposer of the Notice of Award and the unexecuted contract, it being understood and agreed that the Village will not approve and execute the contract, nor will the proposal guarantee be returned until acceptable insurance certificates are received and approved by the Village.

Each proposer 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, 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 proposer 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, which may arise from or in connection with the performance of the work under the contract or permit, by either the proposer, permittee, or their agents, representatives, employees or subcontractors.

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

- A. General Liability - \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, provided that when the estimated cost of the work in question does not exceed \$5,000, the required limit shall be \$500,000;
- 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. At the option of the Village, either the insurer shall reduce or eliminate such deductible or self-insured retention as respects the Village, its officers, officials, employees, and volunteers; or the Insured shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses to the extent of such deductible or self-insured retention.

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 coverages for subcontractors shall be subject to all of the requirements stated herein.

6. EQUAL OPPORTUNITY:

The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, or handicap unrelated to bona fide occupational qualifications.

7. EXECUTION OF DOCUMENTS:

The Proposer, in signing his Proposal on the whole or on any portion of the work, shall conform to the following requirements:

Proposals signed by an individual other than the individual represented in the Proposal documents shall have attached thereto a power of attorney evidencing authority to sign the Proposal in the name of the person for whom it is signed.

Proposals which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Proposal a power of attorney evidencing authority to sign the proposal, executed by the partners.

Proposals which are signed for a corporation, shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.

If such Proposal is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Proposal should be attached to it. Such Proposal shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal.

The Agreement shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.

8. NON-DISCRIMINATING:

The Proposer, its employees, and subcontractors, agrees not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

9. NEGOTIATIONS:

The Village reserves the right to negotiate specifications, terms, and conditions which may be necessary or appropriate to the accomplishment of the purpose of the RFP. The Village may require the entire proposal be made an integral part of the resulting agreement. This implies that all responses, supplemental information, and other submissions provided by the proposer during discussions or negotiations will be held by the Village as contractually binding on the successful proposer.

10. AGREEMENT TERMINATION:

The Village reserves the right to cancel all or part of this agreement upon thirty (30) days written notice to the Proposer.

11. INCURRED COSTS:

The Village will not be liable in any way for any costs incurred by respondents in replying to this RFP. Proposer agrees to comply with all laws, ordinances, and rules of the Village and the State of Illinois.

12. PROPOSER'S RESPONSIBILITIES:

The selected Proposer will be required to assume responsibility for all services offered in this proposal. The Village will consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the agreement.

13. DEFAULT:

The agreement may be canceled or annulled by the Village in whole or in part by written notice of default to the Proposer upon nonperformance or violation of agreement terms. An award may be made to another proposer with services similar to those so terminated. Failure of the Proposer to deliver services within the time stipulated in his offer, unless extended in writing by the Owner, shall constitute agreement default.

14. INDEPENDENT CONTRACTOR:

There is no employee/employer relationship between the Proposer and the Village. Proposer is an independent contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, et seq.). The VILLAGE will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Proposer. The

performance of the services described herein shall not be construed as creating any joint employment relationship between the Proposer and the Village, and the Village is not and will not be liable for any obligations incurred by the Proposer, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the Village and the Proposer.

15. PERFORMANCE CLAUSE:

In the event the quality of service becomes unacceptable, the Village reserves the right to cancel the contract after giving seven (7) days written notice.

16. GOVERNING LAW:

The laws of the State of Illinois as to interpretation, performance and enforcement shall govern this Agreement. The forum for resolving any disputes concerning the parties' respective performance or failure to perform under this Agreement shall be the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

Section 4. Review Process

A. *Evaluation of Proposals and Selection*

The proposals received will be evaluated by the Village on the basis of professional qualifications, previous experience on similar projects, key personnel assigned to the project, satisfaction of previous clients on work performed for them, current billing rates of the firm, and the proposal that best meets the needs of the Village. This proposal is not intended to be detailed; it is intended to be an expression of interest in providing services for the project, as well as to provide background information on the firm and its professional qualifications. Firms will be contacted during the evaluation if further information is needed. The Village may choose to interview one or more firms before final selection is made.

This Request for Proposal does not commit the Village to award an agreement, to pay any costs incurred in the preparation of a proposal based on this request, or to procure or contract for services. All proposals submitted in response to this Request for Proposal become the property of the Village. The Village reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with qualified consultants, or to cancel in part or in its entirety the Request for Proposal, if it is in the best interest of the Village to do so. The Village may require the consultant selected to participate in negotiations concerning agreement price or the nature and extent of services to be provided. The results of such negotiations shall be incorporated into the final agreement between the Village and its consultant.

B. *Basis of Award*

Village staff will perform an evaluation of the proposals received. Appropriate finalist(s) may be interviewed by the Village, after which a selection will be made.

The Village reserves the right to reject any or all proposals and to waive any informality or technical error and to accept any proposal deemed most favorable to the interests of the Village. The Village will review proposals based on the following criteria:

1. Compliance with RFP. Adherence to all conditions and requirements of the RFP.
2. Understanding of Requested Services. The proposers' understanding of the engagement, the Village's objectives, and the nature and scope of the work involved.
3. Services to be Provided. The exact type and nature of the proposers' proposed services and how they accomplish the objectives of the project.
4. Qualifications of the Proposer. The proposers' capability in all respects to perform fully all agreement requirements, and the integrity and reliability which will assure good faith performance. This criterion includes:
 - The experience of the firm and its record on projects of a similar nature.
 - Personnel to be assigned to the project, their education, qualifications, and experience on similar projects.
 - The availability of necessary personnel and other resources to successfully complete the project specified herein on a timely basis.
5. Costs. Proposed agreement price.
6. Ability, capacity, and skill to fulfill the agreement as specified.
7. Ability to provide the services promptly, or within the time specified, without delay or interference.
8. Character, integrity, reputation, judgment, experience, and efficiency.
9. Quality of performance on previous agreements.
10. Previous and existing compliance with laws and ordinances relating to the agreement.
11. Sufficiency of financial resources.
12. Quality, availability and adaptability of the commodities, services, or construction, in relation to the Village's requirements.
13. Ability to provide future maintenance and service under the agreement.
14. Number and scope of conditions attached to the proposal.
15. Record of payments for taxes, licenses, or other monies due to the Village.



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 Special Meeting
of
June 25, 2024

SUBJECT: Changeable Electronic Sign Regulations – Text Amendment

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: NA

RECOMMENDED MOTION: I move that the Board concur with the recommendation of the Planning and Zoning Commission and deny the requested Text Amendment.

Background/History:

The Butler School District initiated a petition for a text amendment to the Zoning Regulations, Chapter 11, to revise the Village's Sign Regulations. This text amendment originated from a PTO donation to the School District to replace the existing changeable copy sign at Butler Jr. High School. Village staff drafted proposed text to allow electronic changeable copy signs following discussions with other agencies within the Village. Village staff provided the School District with draft language for consideration.

The Planning & Zoning Commission completed the required public hearing and deliberations during meetings on June 5, 2024 and May 1, 2024. The Commission reviewed the proposed text, several comparable community's signs; design, illumination, and sign sizes. Several residents spoke in support of and in opposition to the requested text amendment.

By a vote of 6 to 0, the Planning & Zoning Commission recommended denial of the proposed text amendment. The Commission determined that the standards for the Text Amendment were not met for the electronic changeable copy signs - Chapter 13-11-13.

The attached case file includes the proposed text, minutes of the Planning & Zoning Commission meetings, and the Text Amendment application materials for the Board's review and consideration.

Recommendation:

Staff recommends concurrence with Planning & Zoning Commission and denial of the request.

Attachments:

1. BOT Agenda -Case File



VILLAGE OF
OAK BROOK
Illinois

ITEM
BUTLER JUNIOR HIGH
Text Amendment – Sign Regulations

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12	Stewart Signs Narrative
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5-5.a	Letters of Concern
4-4.a	Staff Report dated April 26, 2024
3	Resident Letter dated April 10, 2024
2	Certificate of Publication published on April 10, 2024
1	Referral Memo – Board of Trustees dated March 26, 2024

A	Petition Application
B-B.1	Text Amendment Factors
C-C.1	Notification
D	Proposed Text Amendment



VILLAGE OF OAK BROOK *Illinois*

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

June 12, 2024

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

Subject: Butler School District – Changeable Electronic Sign Regulations – Text Amendment

Dear Village President and Board of Trustees:

Background

The Planning & Zoning Commission completed the required public hearing and deliberations held on June 5, 2024, on a petition from the Butler School District seeking approval of a text amendment to allow electronic changeable copy signs.

This was a continuation from the May 1st Planning & Zoning meeting where commissioners requested additional information. In addition to the display of several comparable community's signs; design, illumination and sizes were also discussed.

Public Comment

All interested parties were notified of the public hearing. Residents spoke in support of or in opposition to the requested text amendment.

Planning & Zoning Commission of Appeals Discussion and Recommendation

By a vote of 6 to 0, the Planning & Zoning Commission reviewed the proposed text amendment. The Commission determined that the standards were not met for the electronic changeable copy sign - Chapter 13-11-13, and recommended denial.

Very truly yours,

Wayne Ziemer
Vice Chairman
Planning & Zoning Commission



VILLAGE OF OAK BROOK *Illinois*

MINUTES OF THE JUNE 5, 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 Vice Chairman Wayne Ziemer at 6:30 p.m.

2. ROLL CALL:

ROLL CALL

Cathy Chiarelli called the roll with the following persons:

PRESENT: Vice Chairman Wayne Ziemer, Members Jeff Bulin, Natalie Cappetta, Richard DiBernardo, Baker Nimry (left around 6:45), James Pontrelli and Kenneth Wilczak

IN ATTENDANCE: 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 MAY 22, 2024

MAY 22, 2024

Motion by Member Nimry, seconded by Member Bulin to approve the minutes of the May 22, 2024 Regular Planning & Zoning Commission meeting as amended. VOICE VOTE: Motion Carried.

4. UNFINISHED BUSINESS

UNFINISHED
BUSINESS

A. BUTLER SCHOOL DISTRICT – TA – ELECTRONIC CHANGEABLE COPY SIGN

TA – ELECTRONIC
CHANGEABLE COPY
SIGN

Vice Chairman Ziemer announced the commencement of the public hearing for the proposed petitions and all witnesses testifying were sworn in.

Member Nimry had concerns about the text amendment and excused himself.

Dr. Paul O'Malley, Superintendent of Butler School District 53 together with Reshma Mendi, 1726 Midwest Club Pkwy, Oak Brook presented a PowerPoint with the updated information, including a sign rendering. The PTO provided a donation for the sign in order to improve digital communications by providing real-time updates, registration dates, achievements, sporting events, etc. Digital communications would

be limited to events that are located on the property. They detailed the text amendment electronic changeable copy sign regulations and provided answers to potential concerns.

Dr. O'Malley also displayed several comparable community electronic signs.

Member Bulin mentioned that the proposed sign exceeded the allowance for the display area of the sign.

Alex Dix, Sign Consultant, Stewart Signs explained that the display cabinet was 4'x8', but the LED was 2'1"X7'4" which was under the maximum allowance.

Member Cappetta wanted clarification on the measurement of nits.

Mr. Dix explained that the higher the nits, the brighter the sign. He provided additional details on nits. The sign would adjust depending on daytime or nighttime lighting.

Member Pontrelli asked if there was a preferred height for electronic signs and how many rows of text would be on display.

Mr. Dix replied, 3-4-inch lettering and approximately 3-4 lines of text.

Members discussed the number of electronic signs to be allowed in the village.

Director Von Drasek explained that the text amendment would only allow one electronic sign per agency.

Member DiBernardo was opposed to allowing an electronic sign in a residential district.

Member Wilczak felt the text amendment, as written, would create disparity.

Tina Chan, 8 Chatham Lane pointed out several reasons she was opposed to the electronic sign including multiple requests for these types of signs and potential dangers.

Christy Dolan, 29 Windsor Drive was concerned about allowing electronic signs in the residential districts and felt more information was needed.

Seana Scheid, 305 Canterbury Drive, a former sign contractor mentioned there were more dangers trying to read a still sign than an electronic sign. She read from the proposed code and reiterated that only government agencies were included in the text amendment.

6. OTHER BUSINESS

OTHER BUSINESS

Director Von Drasek discussed special meeting times for Zoning Amendments and the Fourth of July holiday - Wednesday, June 26 and July 17th were suggested.

7. PUBLIC COMMENT

PUBLIC COMMENT

No additional comments.

8. ADJOURNMENT:

ADJOURNMENT

Motion by Member DiBernardo, seconded by Member Bulin to adjourn the meeting at 8:54 PM. VOICE VOTE: Motion carried.

ATTEST:

/s/ Rebecca Von Drasek

Rebecca Von Drasek

Director of Development Services

13-11-13: CHANGEABLE ELECTRONIC COPY SIGN REGULATIONS:

Changeable Copy, Electronic Signs shall only be permitted to governmental bodies (i.e., school, park, municipal districts) on publicly owned/public easement land in the CR, B-2, B-3, or R-3 Districts. The following conditions and restrictions shall apply:

There shall be a maximum of one (1) Changeable Copy, Electronic Sign per governmental agency.

One Changeable Copy, Electronic Sign per agency may be substituted for a permitted Freestanding Sign provided that:

	Sign Regulations	Stewart Signs Notes
A	The sign shall be not less than three hundred (300) feet from any residentially zoned property which is used for residential purposes.	The sign is more than 300 feet from residentially zoned property.
B	In the CR and R-3 Districts, the total sign display shall not exceed fifty (50) square feet of surface area. In the B-2 and B-3 Districts, the total sign display area shall not exceed one hundred (100) square feet of surface area.	Sign is 4x8 (32 square feet).
C	In the CR and R-3 Districts, the Changeable Copy, Electronic portion of the sign display shall not exceed twenty (20) square feet of surface area. In the B-2 and B-3 Districts, the Changeable Copy, Electronic portion of the sign display shall not exceed Fifty (50) square feet of surface area.	LED is 2'1 x 7'4", under the threshold.
D	In the CR and R-3 Districts, the maximum height of the sign shall not exceed ten (10) feet. In B-2 and B-3 Districts, the maximum height of the sign shall not exceed fifteen (15) feet.	Proposed Sign is 7' from grade.
E	The minimum right-of-way setback shall be five (5) feet.	Sign will be in same location as existing sign.
F	The sign shall be located on an arterial or collector street as identified by the Oak Brook transportation plan phase II report dated January 1971.	Sign is located on York Road.
G	The Changeable Copy, Electronic Sign face must be fully blocked from adjoining residential properties via year-round landscaping.	Existing landscape is to remain.

H	The base of all permanent ground signs shall be landscaped least three feet (3') beyond all sign faces. (See section 13-11-4 B.)	Existing landscape is to remain.
I	The sign must relate to use(s), occupant(s), and/or activity(ies) located on the public property on which the sign is located or to general community-based messaging.	Yes; Sign is for Butler Junior High School
J	Each message shall be displayed at least ten (10) seconds before the next message is displayed.	Sign Command software complies with this request.
K	There shall be a time delay of no less than two (2) seconds between complete messages and there shall be no time delay between frames of a single message.	Sign Command software complies with this request.
L	Scrolling of messages and/animation is prohibited.	At discretion of school; no scrolling messages or animation will be used.
M	The letters, words, and/or symbols shall be designed and located so that the entire message is legible to motorists intended to view it.	Sign Command software complies with this request.
N	The sign shall be constructed from non-reflective materials and illuminated in a manner that does not create a glare.	Complies.
O	The amount of text shall be limited so as to display a message that is legible to motorists intended to view it.	Sign Command software complies with this request.
P	Maximum brightness levels shall not exceed 5,000 nits when measured from the sign's face at its maximum brightness, during daylight hours, and 500 nits when measured from the sign's face at its maximum brightness between dusk and dawn. Electronic changeable copy signs shall include a fully operational light sensor that automatically adjusts the intensity of the graphic according to the amount of ambient light.	Sign Command software complies with this request. Sign has ambient light sensor that measures necessary brightness and auto dims the sign during different hours of the day.
Q	The sign shall be equipped with an automatic off switch when the sign is malfunctioning or has missing light fields.	Sign has built-in ambient light sensor and malfunctioning defaults to a blank display.

Alex Dix
 School Sign Regional Manager
 1-800-237-3928 x2090
 ADix@StewartSigns.com

Manufactured by	Stewart Signs
Model	TekStar, 4x8 Freestanding
dv LED Type	DIP, Full Color
Resolution (Matrix)	60x210
Faces	1, Single Sided
Display area (Sqft)	15.4 sqft

Address for Digital Display Sign Installation:

Butler Junior High School
 2801 York Road
 Oak Brook, IL 60521
Customer# 1109413

Stewart Signs certifies the digital display sign related to **Quote# 1039114-1** will comply with the following rules set forth by the Authority Having Jurisdiction (AHJ) in accordance with the City of Oak Brook, IL - Code of Ordinances.

The digital display sign will be disallowed to change the copy/message "display time" to less than 10 seconds at a time. Display time duration is an administrative control only able to be changed by a "SignCommand.com" representative. Should the requirements for digital display signs change, the sign's digital display time parameters can be remotely adjusted through the Software/Content Management System (CMS) known as "SignCommand.com" to bring the sign into compliance.

The digital display sign will be disallowed to display animated messages and video files to include flashing, blinking, fading, rolling, shading, dissolving, or any other effect that gives the appearance of movement. Enforcement for display content format is an administrative control only able to be changed by a SignCommand.com representative. Should the requirements for digital display signs change, the digital display sign can be remotely adjusted through the Software/CMS known as "SignCommand.com" to bring the sign into compliance.

The digital display sign will automatically adjust the display's brightness so that the brightness emitted is no more than 0.3 foot-candles over ambient light conditions at a distance that is equal to the square root of the effective area multiplied by 100 from the sign. The digital display sign will be equipped with both a dimmer control and photocell that automatically regulates the display's intensity to natural ambient light conditions. Should the digital display sign be located less than 33.36ft from the property line or deemed too bright via on-site measurement, the digital display sign's brightness can be remotely adjusted through the Software/CMS known as "SignCommand.com" to bring the sign into compliance. See calculations provided below:

16mm Digital Display:

60h = 25.2" or 2.1'

210w = 88" or 7.4'

$2.1 \times 7.4 \times 100 = 1,554\text{sqft}$, $\text{Sqrt}(1554) = 39.42'$

Alex Dix, School Sign Regional Manager

VILLAGE OF OAK BROOK
Planning & Zoning Commission

STAFF REPORT

DATE: May 29, 2024

CASE NO: 2024-06-ZO-TA

DESCRIPTION: Text Amendment to Zoning Regulations for Chapter 11, Section 13 to revise Sign Regulations.

PETITIONER: Butler School District

ADDRESS/LOCATION: NA

EXISTING ZONING: NA

Discussion:

The Butler School District has initiated a petition for a text amendment to the Zoning Regulations, Chapter 11, to revise the Village's Sign Regulations. This text amendment originated from a PTO donation to the School District to replace the existing changeable copy sign at Butler Jr. High School.

Village staff drafted proposed text to allow electronic changeable copy signs following discussions with other agencies within the Village. Other government districts shared the School's desire to provide the public with improved communication. Village staff provided the School District with the draft language for approval.

At the Planning & Zoning meeting on 5/1/2024, commissioners suggested a special use application be required for electronic changeable signs. Since village code does not address signs as land uses, staff suggested to the village attorney that each sign be reviewed by the P&Z Commission and the Board of Trustees. The village attorney advised that if an electronic changeable sign met the specific requirements as written in the code, that a separate review was not necessary.

The proposed text amendment is included as part of the attached draft, dated May 16, 2024. The proposed language that has been added to the text and is **highlighted in yellow, redlined and underlined**, and text that is being deleted has been ~~stricken out~~. Staff has collected surrounding municipal regulations regarding electronic changeable copy signs. Description of the regulations and images of these signs have also been included for the Commissioner's review.

Electronic Changeable Copy Sign Regulations in Surrounding Municipalities

Village Name	Permitted Yes/No	Notes
Clarendon Hills	YES	Government Sign Federal, state, or local governments or taxing bodies ONLY. Village approval required. (Attached images)
Downers Grove	NO	(Attached images)
Elmhurst	YES	One (1) Institutional Message Board Sign(Electronic) permitted per lot in Conservation/recreation district (CR), Residential Districts, Civic Institutional (CI) Districts as a conditional use. (Attached images)
Glen Ellyn	YES	Allowed for governmental bodies and for property in the CC, CR, C3, C4 and C6 districts. The Village shall have the right to utilize any electronic message board during emergency situations to provide instructions and information to the public. Examples of such emergency situations may include, but not be limited to, natural disasters and Amber Alerts. (Attached images)
Hinsdale	NO	Hinsdale Central School electronic sign has been existing for decades before zoning was determined. (Attached images)
La Grange	NO	
Westmont	YES	Allowable in residential districts for educational, governmental and religious uses only. Special Use required. (Attached images)

RESPONSIBILITIES OF HEARING BODIES:

The Planning & Zoning Commission (P&Z) have the responsibility to make a recommendation on the request for a text amendment to the Zoning Ordinance. Please include in your consideration, your findings with respect to the standards specified in the Zoning Ordinance for amendments. The materials submitted and drafted by staff specifically address each of these zoning amendment standards.

CONCLUSION:

If the P&Z Commission concurs with these revisions and is of the opinion that the requirements for a text amendment have been met, I would request that a recommendation to approve these text amendment changes in the draft dated 5/16/2024 be made in accordance with the accompanying zoning amendment factors. If the P&Z Commission prefer to further modify the proposed language or deny please provide findings of fact detailing the Commission's concerns. Either recommendation will then be forwarded to the Village Board for further review, deliberation, and discussion.

As always, please contact staff if you have any questions prior to Wednesday's P&Z meeting.

Respectfully Submitted,



Rama Raman
Village Planner

York High School – St Charles Rd Elmhurst



Hinsdale Central – 55th Street Hinsdale



Lyons Township – Willow Spring Rd Western Springs



Downers North – Ogden Ave and Main Street Downers Grove



Nazareth Academy – Odgen Ave La Grange Park



Glenbard West – Crescent Blvd – Glen Ellyn

No stop lights or stop signs near



Glenbard East- S Main St, Lombard

Traffic light at S Main St and Wilson Ave



Elmhurst Middle Schools

Churchville Middle School – N. York St Elmhurst



Churchville – no stop lights or signs near on N. York St.

Sandburg Middle School – E. St Charles Rd Elmhurst



Sandburg – 2 stop lights very near – E. St Charles Rd.

Clarendon Hills Middle School – Chicago Ave Clarendon Hills



CHMS – 2 stop lights very near - Chicago Ave

Butler Junior High – York Rd Oak Brook



Butler – no stop lights or stop sign near on York Rd – 1 stop sign on Windsor, but the sign is not visible

Westmont Junior High- Oakwood Dr, Westmont





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Scheduled delivery: Mon.
Jun 3

Color (10)
Forest Green >

Provided by Member Nimry

Electronic Changeable Copy Sign regulations in neighboring municipalities

NITS – General Definition

A nit is the unit of measurement that describes how bright a television, smartphone, computer monitor, laptop screen, or another type of display is. The higher the number of nits, the brighter the display.

Village of Clarendon Hills IL

https://clarendonhills.municipalcodeonline.com/book?type=ordinances#name=ARTICLE_20.12_SIGN_REGULATIONS

Definition

Electronic Message Sign. A sign designed where a portion of the sign area uses changing light emitting diodes (LEDs), fiber optics, light bulbs or other illumination devices within the electronic display panel(s) to form a message or messages in text and/or image from where the sequence of messages and the rate of change is electronically programmed and can be modified by electronic processes. Time/temperature signs are not considered electronic message signs. Flashing signs, animated signs, and video display signs are not considered electronic message signs.

For electronic message signs, the maximum brightness is limited to 5,000 nits when measured from the sign's face at its maximum brightness, during daylight hours, and 500 nits when measured from the sign's face at its maximum brightness between dusk and dawn, i.e., the time of day between sunrise and sunset. The sign must have an ambient light meter and automatic or manual dimmer control that produces a distinct illumination change from a higher allowed illumination level to a lower allowed level for the time period between one-half hour before sunset and one-half hour after sunrise.

4. Government Sign Federal, state, or local governments or taxing bodies may install signs in the public interest in any number, configuration, or size in any district. Such signs may be illuminated as required by the agency.

Any electronic message signs require Village approval, with the exception of temporary roadway work, utility work, or emergency information signs.

Electronic Message Sign:

1. Electronic message signs are permitted in the P-I District only, however the following exception applies: motor vehicle service stations in any district are permitted an electronic message sign to display copy graphic that is required to be displayed by law, such as fuel prices.
2. Electronic message signs are permitted as part of a ground sign.
3. Electronic message signs must be a minimum of twenty five feet (25') from the lot line. This is measured from sign face to the lot line, including any public right-of-way.
4. Electronic message signs must be integrated into the larger sign structure. The electronic component is limited to a maximum of seventy percent (70%) of the total area of a sign.
5. Only one electronic message sign per lot is permitted.
6. Electronic message signs must display static text messages only, with no animation or effects simulating animation or video. Any scrolling, flashing, spinning, revolving, or shaking animation, or movement of the message or any component of the sign is prohibited. Any message change sequence must be accomplished immediately by changing from one screen to another without transition by means of, for example, fade or dissolve mode. Video display screens are prohibited. Each message or image displayed on an electronic message sign must be static for a minimum of four (4) seconds. Multi-color messages and static images are permitted.
7. The content of electronic message signs is limited to the time, outdoor temperature and public service messages.

Village of Downers grove

https://downersgrove.municipalcodeonline.com/book?type=ordinances#name=Article_28.IX_Signs

Sec 28.9.020 Prohibited Signs And Sign Characteristics

1. signs containing manual changeable copy consisting of more than two (2) lines, except that fueling stations, governmental agencies, schools and religious assembly uses have up four (4) lines of manual changeable copy. The changeable copy surface area is included in the total surface area allowed;
2. signs containing electronic changeable copy/message board;

City of Elmhurst

https://library.municode.com/il/elmhurst/codes/code_of_ordinances?nodeId=CH22ZO_ARTXISI

"Institutional Message Board Sign—Electronic" means an electronically changeable copy sign that identifies an institution or organization on whose premises it is located and that contains only the name of the institution or organization, the name or names of persons connected with it, and greetings, announcements of events, or activities occurring at the institution, or similar messages. An Institutional Message Board Sign—Electronic must be approved as a Conditional Use pursuant to Chapter 22, Article III, Section 22.26. Any text shall be at least four inches in height and may only change at intervals of thirty (30) seconds or more. Any such sign shall only be illuminated between the hours of 6:00 a.m. and 8:00 p.m. The electronic message portion of an Institutional Message Board Sign—Electronic shall not exceed fifty (50) percent of the total sign area. Such signs shall only be permitted as a Conditional Use on properties that front onto a street that is classified as a Minor Arterial, Principal Arterial or Expressway, as defined in the 2009 Elmhurst Comprehensive Plan as amended from time to time.

One (1) Institutional Message Board Sign (Electronic) permitted per lot in Conservation/recreation district (CR), Residential Districts and Civic Institutional (CI) Districts as a Conditional Use.

The City of Elmhurst owns and operates the electronic sign located on the Robert Palmer Drive Underpass. The City utilizes the sign to provide pertinent news, announcements, and information to the public. In an emergency, all messages will be suspended and only emergency information will be displayed. The electronic sign allows the City to display multiple messages throughout the day.

https://www.elmhurst.org/community/communications/electronic_sign.php

Village of Glen Ellyn

https://library.municode.com/il/glen_ellyn/codes/code_of_ordinances?nodeId=TIT4BURE_CH5SICO

4-5-15. - Message boards.

Message boards (manual changing or electronic) shall be allowed subject to the following regulations, in addition to all other applicable regulations in this chapter:

Message boards shall be erected only by attachment to a freestanding sign. Only one message board per property is allowed. Manually changing message boards are allowed in all zoning districts. Electric message boards shall only be permitted as expressly identified herein below.

The area of a message board shall be included in the allowable area of identification signage for the establishment or property. The maximum area of a message board shall not exceed 18 square feet, unless operated by a governmental body.

Messages must be static, the use of video displays, animation, or flashing, scrolling or blinking characters is prohibited.

All message boards are subject to the illumination standards in subsection 4-5-4(E) of this chapter.

Message board text and graphics must be located on a black or "paper white" background.

A message board displaying time, temperature or date is allowed only in commercial districts, with the exception of the C5A and C5B districts. The message shall update in intervals of no less than five seconds.

An electronically variable message board sign, other than a time, temperature and date sign is allowed for governmental bodies and for property in the CC, CR, C3, C4 and C6 districts subject to the following regulations:

The sign shall be equipped with photosensitive equipment which automatically adjusts the brightness and contrast of the sign in direct relation to the ambient outdoor illumination.

In locations where an electronic message board is visible to an adjacent residential use, the message board may operate only between the hours of 6:00 a.m. and 10:00 p.m. and shall be turned off when not in operation.

The message displayed on such sign may be changed no more than once every 15 seconds.

The face of an electronically variable message board shall be oriented away from any adjacent residential properties to the extent possible and shall not cause illumination in excess of 0.05 foot-candle at any residential property line adjoining or across the street from the electronically variable message board.

Messages must change instantaneously and shall not fade out or dissolve.

Single messages shall not be divided between two or more screens.

The Village shall have the right to utilize any electronic message board during emergency situations to provide instructions and information to the public. Examples of such emergency situations may include, but not be limited to, natural disasters and Amber Alerts.

Village of Hinsdale

https://codelibrary.amlegal.com/codes/hinsdaleil/latest/hinsdale_il_zoning/0-0-0-1180

Definition

(e) Changeable message sign. A sign, other than a bulletin board or a public service sign, having a face or faces that allow the message on the sign to be readily changed by means of light banks, removable letters, or other device. Changeable message signs are prohibited in all districts, except when accessory to a theater.

(c) Moving or animated sign. Any sign or part of a sign that changes physical position by any movement or rotation or that gives the visual impression of such movement or rotation. **Moving or animated signs, other than authorized public service signs, are prohibited in all districts.**

G. Signs Specifically Prohibited In All Districts:

4. Changeable message signs, except when accessory to a theater.

VOB staff spoke with the Village planner in Hinsdale (5/17/2024). Village of Hinsdale does not allow electronic changeable copy signs. The existing electronic monument sign at the Hinsdale Central School, on 55th St was installed decades ago before zoning was determined.

Village of La Grange

<https://www.villageoflagrange.com/DocumentCenter/View/1026/ARTICLE-XI-?bidId=>

3. Moving or Animated Sign. Any sign or part of a sign that changes physical position by any movement or rotation or that gives the visual impression of such movement or rotation.

- I. Prohibited Signs and Sign Elements. No CB (comprehensive building) Sign Plan may be approved that includes:

1. Signs that obscure significant architectural details of the building.
2. Any attention-getting devices, exterior **electronic message signs, moving or animated signs,** internally illuminated box signs, or temporary signs.

K. Modifications of Sign Regulations.

1. Authority to Modify. Subject to the standard set forth in Paragraph 2 and the limitations set forth in Paragraph 3 of this Subsection G, the Design Review Commission may recommend modification of, and the Village Manager as part of an approval of a CB Sign Plan may modify, any provision of this Article XI. The determination whether to modify a provision of this Article XI is entirely discretionary, based on an analysis of all circumstances related to an application. No applicant has any right to any modification.

Village of Westmont

https://library.municode.com/il/westmont/codes/code_of_ordinances?nodeId=COOR_APXAZO_ARTXISI

Electronic message board signs. The use of electronic message board signs are subject to the following regulations and restrictions, in addition to the other applicable regulations and restrictions contained in this article, regardless of the content of the messages on said signs:

Electronic message board signs are permitted in the B-2, B-3, C-1, O/R, and O/R-1, and M districts.

Electronic message board signs are allowable in residential districts for educational, governmental and religious uses only, and only after issuance of a special use permit pursuant to the procedures set forth in article XIII, section 13.09 of this appendix. Electronic message board sign messages for educational, governmental and religious uses may advertise for the on-site use and may advertise for community events within the village.

The electronic message board component of a sign shall comprise no more than 40 percent of a ground sign's total allowable sign face area, or 75 percent if a ground sign in a monument style (not a pole sign).

An electronic message board sign must be accessory to the primary ground sign for the premises. The electronic message board sign must be mounted or located below the primary business/location identification area.

Restrictions on display of messages:

Electronic message board signs shall not contain messages with flashing, animation, illusion of movement or similar displays.

Live or pre-recorded video is prohibited.

Messages must instantaneously change; no transitions.

Messages cannot change more than once every five seconds.

The maximum light intensity regulations of this article shall be met.

Text and numeral displays shall appear with a solid black background.

The sign module must include dimmer controls which can be adjusted to meet village light emission standards. Proof of such sign module controls must be presented at the time of permit application.

Messages shall only direct attention to a business, commodity, service or entertainment conducted, sold or offered upon the premises where such sign is located.

CHAPTER 11 SIGN REGULATIONS

SECTION:

13-11-1: Purpose

13-11-2: Scope

13-11-3: Sign Permit Required

13-11-4: General Standards

13-11-5: Classification Of Signs

13-11-6: Signs Permitted In Any District Without A Permit

13-11-7: Signs Specifically Prohibited In All Districts

13-11-8: District B1 And B3 Regulations

13-11-9: District B2 Regulations

13-11-10: District B4, O3, O4, ORA1 And ORA2 Regulations

13-11-11: District ORA3 Regulations

13-11-12: District R1, R2, R3, R4 and CR Regulations

13-11-13: Changeable Electronic Copy Sign Regulations for Governmental Bodies

13-11-1: PURPOSE:

The regulations in this chapter are intended to promote and protect the public health, safety and welfare by reducing the depreciation of property values caused by signs that are incompatible with surrounding land uses; by creating a more attractive economic and business climate within the commercial and office areas of the village; by enhancing and protecting the physical appearance of all areas of the village; and by reducing the distractions, obstructions and hazards to pedestrian and auto traffic caused by the indiscriminate placement and use of signs. (Ord. G-916, 1-12-2010)

13-11-2: SCOPE:

The regulations in this chapter shall govern and control the erection, enlargement, expansion, alteration, operation, maintenance, relocation and removal of all signs within the village visible from any street, sidewalk or public or private common open space. Any sign not expressly permitted by these regulations shall be prohibited. The regulations in this chapter relate to the location of signs, by function and type, within zoning districts and shall be in addition to provisions of this code applicable to the construction and maintenance of signs. (Ord. G-916, 1-12-2010)

13-11-3: SIGN PERMIT REQUIRED:

A. Sign Permit: Except as expressly provided in section 13-11-6 of this chapter, no sign shall be erected, enlarged, expanded, altered, relocated or maintained unless a sign permit evidencing the compliance of such work with the provisions of this section and other applicable provisions of this chapter shall have first been issued by the village; provided, however, that routine sign maintenance, changing of parts designed to be changed or changing the content of a sign in any manner does not change the functional classification of the sign and shall not, standing alone, be considered an alteration of the sign requiring the issuance of a sign permit hereunder.

B. Additional Application Requirements: In addition to the information and documents otherwise required by this chapter, every application for a sign permit for a sign shall be accompanied by:

1. Plans and specifications showing the location on the lot or building face and the method of construction, illumination and support of such sign;
2. A scale drawing showing sign faces, exposed surfaces and the proposed message and design, accurately represented as to size, area, proportion and color;
3. A landscape plan showing plantings proposed for area at the base of a monument sign;
4. Photographs of the street sides of the property in question, showing all existing signs on the property;
5. A calculation of the total amount of sign area presently existing on the property;
6. The applicant's attestation that the sum of the areas of the requested sign or signs and the existing signs does not exceed the maximum allowed by the provisions of this chapter; and
7. Evidence of a valid village business license, when applicable, issued for any business to which the sign is accessory. (Ord. G-916, 1-12-2010)

13-11-4: GENERAL STANDARDS:

The following general standards shall apply to all signs:

A. Illumination:

1. Location And Design Of Light Source: Whenever an external artificial light source is used for a sign, such source shall be located, shielded and directed so as not to be directly visible from any public street or private residence. No receptacle or device housing a permitted light source for a sign shall protrude more than twelve inches (12") from the face of the sign or building to which it is attached; provided, however, that a receptacle or device housing a permitted light source for a sign may be located more than twelve inches (12") from the face of the sign if such light source is ground mounted, locked in place, and cannot be redirected.

2. Level Of Illumination: In no event shall the illumination of any sign, resulting from any internal or external artificial light source, exceed one hundred seventy five (175) foot-candles when measured with a standard light meter held perpendicular to the sign face at a distance equal to the narrowest dimension of such sign face. All artificial illumination shall be so designed, located, shielded, and directed as to prevent

the casting of glare or direct light upon adjacent property or streets. Illumination resulting from any internal or external artificial light source shall not exceed 0.5 foot-candle as measured at the property line of the subject property.

3. **Flashing Lights Prohibited:** Except for public service signs when expressly permitted by this section, no flashing, blinking or intermittent lights shall be permitted.

4. **Light Fixtures:** Light fixtures placed along the base of the sign shall be screened from view by site grading or evergreen shrubs. No unscreened light sources are permitted. Temporary holiday displays, which contain lights, are exempt from these provisions.

5. **External Illumination:** External illumination shall be provided by a white, steady, stationary light of reasonable intensity, directed solely at the sign and shielded or otherwise prevented from shining directly onto adjacent properties or rights of way.

6. **Internal Illumination:** Internal illumination shall be provided by interior white lighting of reasonable intensity with primary and secondary images lit or silhouetted (i.e., backlit) on an opaque background. The background of all signs must be opaque. No additional background lighting or illuminated borders or outlines shall be permitted.

7. **Additional Lighting Standards:** The following are additional lighting standards for specific sign types:

a. **Signs Without Permits:** Signs permitted pursuant to section 13-11-6 of this chapter shall be illuminated only as permitted in that section.

b. **Awning And Canopy Signs:** Awning and canopy signs shall be illuminated using a direct light source. Direct illumination shall be aimed at the exterior of the awning/canopy, not the underside.

c. **Monument Signs:** Monument signs shall be backlit, directly lit, or internally illuminated. All letters must be individually affixed. Any direct light source shall be concealed from view from the right of way.

d. **Wall Signs:** Letters shall be individually affixed to walls of a building and may be either internally illuminated or backlit.

B. **Landscaping:** The base of all permanent ground signs shall be effectively landscaped to conceal the base from public view and maintained in good condition at all times. The minimum landscaped area shall extend at least three feet (3') beyond all sign faces or supporting structures in all directions. Exposed foundations must be constructed with a finished material such as brick, stone, or wood. Landscaping must be maintained in a manner that prevents the screening or blocking of addresses and other information provided on the monument sign.

C. **Electrical Elements:** All wiring, fittings and materials used in the construction, connection and operation of electrically illuminated signs shall be in accordance with the provisions of this code. No metal sign illuminated by any means requiring internal wiring and no electrical fixtures attached to any sign shall be lower than nine feet (9') from grade unless it is grounded by the use of a grounding conductor run with the circuit conductors and is also grounded by being bonded to a grounding electrode at the sign site.

D. **Structural Elements:** The construction and structural components of all signs shall be in accordance with the standards and regulations of this code. All permanent signs shall be constructed of fire resistant

materials and shall be capable of withstanding wind pressures of at least thirty (30) pounds per square foot of surface area and of receiving dead loads based on the actual weight of the structure.

E. Minimum Elevation Of Certain Signs: The bottom of every awning, canopy, marquee, wall and pylon sign shall be elevated at least eight feet (8') above grade. Whenever possible wall signs on the same facade shall maintain the same top and bottom elevations above grade.

F. Obstruction Of Accessways: No sign or sign structure shall obstruct free ingress to or egress from a fire escape, door, window or other required accessway.

G. Obstruction Of Window Surface: No sign shall project over, occupy or obstruct any window surface required for light or ventilation by any applicable provision of this code.

H. Traffic Safety:

1. Confusion With Traffic Signals: No sign shall be maintained at any location where by reason of its position, size, shape, content, color, or illumination it may obstruct, impair, obscure, interfere with the view of, or be confused with, any traffic control sign, sign or device, or where it may interfere with, mislead or confuse traffic.

2. Obstruction Of Sight Triangles Prohibited: No sign, nor any part of a sign other than a supporting pole or brace no greater than eighteen inches (18") in width or diameter shall be located lower than eight feet (8') from grade within the area of any sight triangle as defined in this chapter.

I. Signs In Rights Of Way: Except as provided in this section, no sign except governmental signs authorized in this chapter shall be placed in or extend into or over any public property or right of way. Temporary signs advertising civic functions may extend into or over a public right of way upon the specific prior approval of the village manager on the basis of need and impact on pedestrian and vehicular traffic, and impact on surrounding properties.

J. Sign Identification: All signs shall be plainly marked with the name of the person, firm or corporation hanging or erecting the sign and the sign permit number.

K. Sign Maintenance: The owner of a sign and the owner of the premises on which such sign is located shall be jointly and severally liable to maintain such sign, including its illumination sources, in compliance with this chapter and all applicable laws, in a safe and secure condition, and in a neat and orderly condition and good working order at all times, and to prevent the development of any rust, corrosion, rotting or other deterioration in the physical appearance or safety of such sign. The premises around ground and pylon signs shall be kept clean and free of all rubbish and weeds.

L. Sign Measurement:

1. Area To Be Included: The supporting structure or bracing of a sign shall be omitted in measuring the area of the sign unless such structure or bracing is made part of the message or face of the sign. Where a sign has more than one display face, all faces shall be included in determining the area of the sign.

2. Area Of Signs With Backing: The area of all signs with backing shall be measured by computing the area of the sign backing.

3. **Area Of Signs Without Backing:** The area of all signs without backing shall be measured by computing the area of the smallest regular geometric figure that can encompass all words, letters, figures, emblems and other elements of the sign message.

4. **Area Of Signs With And Without Backing:** The area of all signs formed by a combination of elements with and without backing shall be measured by counting the area of such elements measured in accordance with the foregoing subsections.

Wall and Window Signs

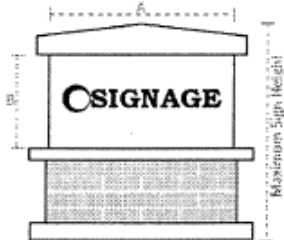


A = Width of Sign Face

B = Height of Sign Face

Sign Area = A x B

Ground Sign

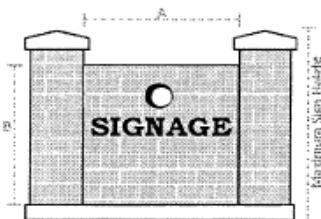


A = Width of Sign Face

B = Height of Sign Face

Sign Area = A x B

Ground Sign



A = Width of Sign Face

B = Height of Sign Face

Sign Area = A x B

M. **Signs On Lots With Multiple Users:** Where more than one user occupies a zoning lot, the owner of the lot where the sign is located shall be responsible for allocating permitted signage among such users.

N. **General Safety:** Notwithstanding any other provision of this chapter, no sign shall be located in any area or in any manner so as to create a nuisance or a threat to the public safety and welfare. (Ord. G-916, 1-12-2010)

13-11-5: CLASSIFICATION OF SIGNS:

A. Functional Types: For purposes of this chapter, signs shall be classified as follows according to function:

1. Advertising Sign: A sign, other than an off premises identification sign, that directs attention to or identifies a business, commodity, service or entertainment conducted, sold or offered at a location other than the premises on which the sign is located. This term shall include signs, other than customary identification lettering and advertising posters on buses and taxicabs, attached to parked or moving vehicles.

2. Attention Getting Device: A sign designed to attract attention by means of flashing or moving parts, bright color or light, or movement of any kind. Examples of such signs include pennants hung in series, whirligigs, spinners, streamers, flashing lights, searchlights and balloons.

3. Business Sign: A sign that directs attention to or identifies a business or profession conducted, or to a commodity or service sold, offered or manufactured, or to an entertainment offered on the premises where the sign is located.

4. Construction Sign: A temporary sign erected on premises on which construction is taking place, during the period of such construction, indicating the names of the architects, engineers, landscape architects, contractors, and similar artisans, and the owners, financial supporters, sponsors and similar persons or firms having a role or interest in the construction activity.

5. Drive-Through Sign: A sign that facilitates the operation of a drive-through facility by aiding with the pick up, drop off, ordering or service of such a facility. It includes, but is not limited to, such signs as changeable copy menu boards.

6. Governmental Signs: A sign erected and maintained pursuant to and in discharge of any governmental function or required by any law, ordinance or governmental regulation including wayfinding/directional signage.

7. Holiday Decorations: Signs in the nature of decorations, clearly incidental to and customarily and commonly associated with any national, local or religious holiday.

8. Home Occupation Sign: A sign advertising or identifying a home occupation on the site of the home occupation.

9. Identification Sign: A sign giving only the name, trademark or other readily recognized symbol or address, or any combination thereof, of a building, business, development or establishment on the premises where it is located.

10. Institutional Bulletin Board Sign: A sign that identifies a religious organization, school, library, community center, or similar institutional or community service use on whose premises it is located and that contains only the name of the institution or organization, the name or names of persons connected with it, and greetings, announcements or events or activities occurring at the institution or similar message.

11. Joint Identification Sign: An identification sign limited in content to the identification of a planned development, office plaza, shopping center, business park or the like and not containing any reference to the individual uses sharing the development, plaza, center, park or the like.

12. Memorial Sign: A sign or tablet memorializing a person, place, event or structure.

13. Nameplate Sign: A sign limited in content to the name or address, or both, of the owner or occupant of a building or premises on which it is located. If any premises is occupied by more than one occupant, the nameplate sign may identify all such occupants, as well as the premises, and may include necessary directional information.

14. Off Premises Identification Sign: A sign giving the name, trademark or other readily recognized symbol or address, or any combination thereof, of a building, business, development or establishment, which sign is located off the lot on which such building, business, development or establishment is located.

15. Official Flag Or Emblem: A flag or emblem of a government or of a membership organization.

16. On Site Directory Sign: A sign, not readable from any public right of way, on which the names and locations of the occupants and/or uses of a building or group of buildings is given.

17. On Site Informational Sign: A sign commonly associated with, and limited to, information and directions necessary or convenient for persons coming on the property, including signs marking entrances and exits, parking areas, one-way drives, restrooms, pick up and delivery areas and the like.

18. Private Sale Sign: A temporary sign advertising private sales of personal property at "house sales", "garage sales", "rummage sales" and the like.

19. Private Warning Sign: A sign limited in content to messages warning, caution or danger.

20. Public Service Signs: A sign displaying only the time, temperature, stock market quotations or civic messages by means of a landbank.

21. Real Estate Signs; Standard Size: A sign pertaining to the sale or lease of the premises, or a portion of the premises, on which the sign is located and limited to one single or double faced, nonilluminated sign per zoning lot, not to exceed six (6) square feet in area per sign face.

22. Real Estate Signs; Large Size: A sign pertaining to the sale or lease of the premises, or a portion of the premises, on which the sign is located and limited to one single or double faced, nonilluminated sign per zoning lot, not to exceed twenty four (24) square feet in area per sign face.

B. Structural Types: For purposes of this chapter, signs shall be classified as follows according to structure:

1. Awning, Canopy Or Marquee Sign: A sign that is mounted or painted on or attached to an awning, canopy or marquee that is otherwise permitted by this chapter. No such sign shall project above, below, or beyond the physical dimensions of such awning, canopy or marquee.

2. Banner Sign: A sign made of fabric or other similar nonrigid material with no enclosing framework or electrical components that is supported or anchored on two (2) or more edges or at all four (4) corners.

3. Billboard Sign: A board, panel, or tablet used for the display of posters, printed or painted advertising matter, either illuminated or nonilluminated, that directs attention to goods, merchandise, entertainment, or services offered elsewhere than the premises where the sign is located.

4. Box Sign: A sign that is self-enclosed in a typically square or rectangular structure with or without internal lighting. A box sign can be single or double sided. Internally illuminated channelized lettering, logo, or groupings of letters and/or logos, not providing any additional sign face, shall not be considered a box sign.



Example: Box Sign



Example: Not a Box Sign

5. Freestanding Sign: A sign on a frame, pole or other support structure not attached to any building.
6. Gas Station Price Sign: A changeable copy sign advertising gasoline prices.
7. Monument Sign: A freestanding sign supported primarily by an internal structural framework or integrated into landscaping or other solid structural features other than support poles.
8. Moving Or Animated Sign: Any sign or part of a sign that changes physical position by any movement or rotation or that gives the visual impression of such movement or rotation.
9. Paint On Wall Sign: A sign painted on the wall of a building or structure with the exposed face of the sign in a place parallel to the face of the wall.
10. Portable Sign: A sign that is not permanently affixed to a building, a structure or the ground, but not including customary identification lettering on vehicles and advertising posters on buses and taxicabs.
11. Projecting Sign: (Except for the B2 zoning district or as approved for planned ~~unit~~ developments.) A sign that is wholly or partially dependent upon a building for support and that projects more than twelve inches (12") from such building.
12. Pylon Sign: A sign that is mounted on a freestanding pole or other supports.
13. Reader Board/Changeable Copy/Video Sign: (Does not apply to gas/service stations or to that portion of a sign dedicated to time and/or temperature.) A sign or portion thereof designed to accommodate frequent message changes composed of characters, or letters, or illustrations and that can be changed or rearranged, either manually or electronically, without altering the face or surface of such sign.
14. Roof Sign: A sign that is mounted or painted on the roof of a building, or that is wholly dependent upon a building for support and that projects above the highest point of a building with a flat roof, the eave line of a building with gambrel, gable or hip roof or the deck line of a building with a mansard roof.
15. Sandwich Board Sign: A movable sign not secured or attached to the ground or surface upon which it is located.

16. Temporary Sign: A sign or advertising display constructed of cloth, canvas, fabric, paper, plywood or other light material and intended to be displayed for a short period of time, not to exceed thirty (30) days within one calendar year. Temporary signage intended for a temporary tenant and intended to be displayed for longer than thirty (30) days is permitted in the B2 district, but only if approved by the property owner and after receiving a sign permit from the village.

17. Vehicle/Trailer Sign: A sign that is attached to or painted on a vehicle that is parked on or adjacent to any property, the principal purpose of which is to attract attention to a product sold or business located on the property.

18. Wall Sign: A sign fastened to the wall of a building or structure in such a manner that the wall becomes the supporting structure for, or forms the background surface of, the sign and that does not project more than twelve inches (12") from such building or structure.

19. Window Sign: A sign that is applied or attached to the exterior or interior of a window or located within the interior of a structure so that its message can be read from the exterior of the structure. (Ord. G-916, 1-12-2010)

13-11-6: SIGNS PERMITTED IN ANY DISTRICT WITHOUT A PERMIT:

Except as regulated by section 13-11-4 of this chapter and except as expressly prohibited by section 13-11-7 of this chapter, and notwithstanding any other contrary provisions of this chapter, the following signs may, subject to the following limitations, be erected and maintained in any district without obtaining a village sign permit:

- A. Governmental Signs: The content and size of any such sign shall not exceed the requirements of the law, ordinance or regulation pursuant to which such sign is erected.
- B. Holiday Decorations: Such signs shall be displayed for a period of not more than sixty (60) consecutive days nor more than twenty (20) days following the holiday in connection with which they are displayed; any other provision of this section to the contrary notwithstanding, such signs may be of any type, number, area, height, location, illumination or animation so long as they create no safety hazard, nuisance or adverse impact on the adjacent properties.
- C. Nameplate Signs: Such signs shall be limited to no more than one wall sign per occupancy; shall be no more than one square foot in area per occupancy and in no event more than three (3) square feet in area; and shall be nonilluminated.
- D. Official Flags And Emblems: Such signs may be displayed on flagpoles and when so displayed shall not exceed twenty four (24) square feet in area. Such signs may also be displayed in the form of a wall sign and when so displayed shall not exceed three (3) square feet in area. Flag pole height above ground shall not exceed twenty feet (20').
- E. On Site Informational Signs: Such signs shall be limited to wall or freestanding signs of not more than six (6) square feet in area; shall be, if a freestanding sign, not more than four feet (4') in height; and shall be illuminated only as necessary to accomplish their intended purpose.
- F. Private Sale Signs (Residential Only): Such signs shall be no more than six (6) square feet in area; shall be located entirely on the premises where such sale is to be conducted; shall be clearly marked with name, address and telephone number of the person responsible for the removal of such sign; shall be erected not more than twenty four (24) hours in advance of such sale; and shall be removed within twenty four (24) hours following the conclusion of such sale. No freestanding sign shall be higher than four feet (4') nor closer to any lot line than six feet (6').
- G. Private Warning Signs: Such signs shall be no more than two (2) square feet in area each; shall be limited to the number necessary to accomplish the intended purpose and shall be illuminated only as required to accomplish such purpose.
- H. Real Estate Signs; Standard Size: Real estate signs if limited to one single or double faced, nonilluminated sign per zoning lot, not to exceed six (6) square feet in area per sign face, and set back a minimum of ten feet (10') from the property line. The name, address and telephone number of the person responsible for such removal shall be marked on the sign. Real estate signs indicating that the property has sold or is under any contractual obligation shall not be permitted pursuant to this subsection. Real estate signs for multi-unit developments or structures and exceeding six (6) square feet in area shall require a permit.
- I. Window Signs, Temporary: The aggregate area of all such signs shall not exceed thirty percent (30%) of the area of the window in which they are exhibited nor block any window area required for light, ventilation or emergency exit by any applicable code. No such sign shall be illuminated. (Ord. G-916, 1-12-2010)

13-11-7: SIGNS SPECIFICALLY PROHIBITED IN ALL DISTRICTS:

The following signs, as well as all other signs not expressly permitted by this chapter, are prohibited in all zoning districts and shall not be erected, maintained or, except as provided for elsewhere in this chapter, permitted to continue in any zoning district:

- A. Advertising signs, including billboards.
- B. Attention getting devices.
- C. Banner signs (as approved by village sign permit).
- D. Box signs.
- E. Electronic reader board/changeable copy/video sign- except as provided in Section 13-11-13.
- F. Home occupation identification signs.
- G. Moving or animated signs.
- H. Off premises identification signs.
- I. Portable signs.
- J. Roof signs.
- K. Temporary signs, except as expressly authorized in this chapter and when approved in connection with temporary uses and when approved by permit.
- L. Vehicle/trailer signs.
- M. Any sign that advertises, identifies or pertains to a business no longer conducted, or a product no longer sold, on the premises where such sign is located. Such signs shall be removed within thirty (30) days following cessation of the relevant activity.
- N. Any sign on a tree or utility pole, whether on public or private property.
- O. Any sign on public property, except governmental signs authorized in this chapter.
- P. Any sign painted directly on a wall, roof or fence.
- Q. In a residential district, any sign located in a homeowners' association common area, except for a homeowners' association sign. (Ord. G-916, 1-12-2010)

13-11-8: DISTRICT B1 AND B3 REGULATIONS:

Signs shall be permitted in the B1 and B3 districts as follows:

A. Functional Types Permitted:

1. All signs permitted in any district without a village permit as provided in section 13-11-6 of this chapter.
2. Business signs.
3. Construction signs, but for no longer than fourteen (14) days following completion of the construction in question.
4. Gas station price sign, but only when authorized as a special permit.
5. Identification signs.
6. Joint identification signs.
7. On site directory signs.
8. Real estate signs, large size. Real estate signs if limited to one single or double faced, nonilluminated sign per zoning lot, not to exceed twenty four (24) square feet in area per sign face, and set back a minimum of twenty five feet (25') from the property line. The name, address and telephone number of the person responsible for such removal shall be marked on the sign. Real estate signs indicating that the property has sold or is under any contractual obligation shall not be permitted pursuant to this subsection. Real estate signs, large size may indicate that the property is for sale or lease. Real estate signs, large size require a village sign permit. Real estate signs, large size shall not be in place for more than twelve (12) months, at which time the sign must be removed or another permit must be issued for another twelve (12) month period. Real estate signs, large size must be constructed of quality materials and maintained in good condition. Signs not maintained in good condition may be removed by the village. Real estate signs, large size are not permitted in residential districts.

B. Structural Types Permitted:

1. Awning and canopy signs.
2. Drive-through sign, but only when authorized by a special permit.
3. Monument signs.
4. Temporary signs, but only as authorized in section 13-11-6 of this chapter or for construction signs.
5. Wall signs.

C. Number Of Signs Permitted Per Lot:

1. All signs permitted pursuant to section 13-11-6 of this chapter; plus
2. One construction sign of any permitted structural type; plus

3. One joint identification sign per zoning lot frontage; plus

4. One monument sign per street frontage on development less than ten (10) acres in area. For developments greater than ten (10) acres, seven hundred (700) linear feet of street frontage (per street) or less gets one monument sign and lots with more than seven hundred feet (700') of street frontage (per street) get two (2) monument signs (per street frontage). Monument signs must be spaced at least five hundred feet (500') apart on a zoning lot when a zoning lot contains two (2) monument signs per street frontage, and the sign must be a joint identification sign.

5. One wall sign per zoning lot frontage for buildings with a single ground floor tenant, or one wall sign per ground floor business tenant; plus

6. One on site directory sign per zoning lot frontage; plus

7. One real estate sign, large size.

D. Maximum Gross Surface Area Of Signs Permitted:

1. Total Sign Area: The total area of all signs on a zoning lot shall not exceed one square foot per foot of zoning lot frontage; provided, however, that construction signs, real estate signs, joint identification signs, and signs allowed without permits, shall not be counted toward the total allowance gross sign surface area permitted on a zoning lot. The maximum amount of sign area shall be allocated proportionally based on the linear zoning lot frontage.

2. Individual Sign Area Limitations: The following individual sign area limitations shall apply to all signs:

a. Awning And Canopy Signs: Not to exceed fifty (50) square feet per sign face. No sign identifying an individual tenant of a multi-tenant building shall cover more than five percent (5%) of the wall to which it is affixed.

b. Construction Signs: Not to exceed sixteen (16) square feet per sign face nor more than two (2) sign faces.

c. Monument Signs: Not to exceed one hundred (100) square feet per sign face, nor more than two hundred (200) square feet total for developments less than ten (10) acres in area. Not to exceed one hundred twenty (120) square feet per sign face, nor more than two hundred forty (240) square feet total for development greater than ten (10) acres in area. B3 lots north of 22nd Street with frontage on Midwest Road only shall have monument signs not exceeding fifty (50) square feet per sign face or one hundred (100) square feet total.

d. Wall Signs: Not to exceed two hundred forty (240) square feet per sign, or not to exceed covering more than five percent (5%) of the wall to which it is affixed, whichever is less. Wall signs in the B3 zoning district north of 22nd Street with Midwest Road frontage only shall not exceed one hundred (100) square feet or five percent (5%) of the wall area to which it is affixed.

E. Maximum Height Of Signs Permitted:

1. Signs Without Permits: As provided in section 13-11-6 of this chapter for signs permitted pursuant to that section.

2. Awning And Canopy Signs: Twenty feet (20'); all awning and canopy signs shall be at least eight feet (8') above grade. Awning and canopy signs for individual tenants of a multi-tenant building shall be at the same height on the building to which they are affixed.

3. Monument Signs: A maximum height of ten feet (10') for lots with developments less than ten (10) acres in area. A maximum height of twelve feet (12') is permitted on lots with developments greater than ten (10) acres in area. A maximum height of eight feet (8') is permitted for B3 zoned lots north of 22nd Street with frontage on Midwest Road only.

4. Wall Signs: Thirty feet (30') and only on the first floor of buildings.

F. Minimum Setback Required:

1. Permitted Signs: As provided in section 13-11-6 of this chapter for signs permitted pursuant to that section.

2. Monument Signs: Five feet (5') from "right of way" and six feet (6') from all other lot lines. B3 zoned lots north of 22nd Street and with frontage along Midwest Road have a minimum setback of five feet (5') from "right of way". All monument signs shall be perpendicular to the street and "sight triangles" shall be maintained. (Ord. G-916, 1-12-2010)

13-11-9: DISTRICT B2 REGULATIONS:

Business signs shall be permitted in the B2 district as follows:

A. Ground Signs:

1. There may be a total of not more than two (2) freestanding ground signs on each of the boundary streets surrounding any shopping center in the B2 district located not less than thirty feet (30') from any street line; provided that each sign shall not exceed a total area of one thousand (1,000) square feet on either side, shall not exceed thirty five feet (35') in height, and each shall be limited to advertising the shopping center, its merchandise or services.

2. In a retail/commercial development containing less than five (5) acres, a maximum of one ground sign, which identifies the name and address of the development and may also identify the name and services or merchandise of each of the tenants located in the center, may be erected in addition to signs affixed to the building walls; provided that the sign shall not exceed a total area of one hundred thirty (130) square feet; not to exceed sixty five (65) square feet on either side and shall not exceed eleven feet (11') in height.

3. Real estate signs, large size. Real estate signs if limited to one single or double faced, nonilluminated sign per zoning lot, not to exceed twenty four (24) square feet in area per sign face, and set back a minimum of twenty five feet (25') from the property line. The name, address and telephone number of the person responsible for such removal shall be marked on the sign. Real estate signs indicating that the property has sold or is under any contractual obligation shall not be permitted pursuant to this subsection. Real estate signs, large size may indicate that the property is for sale or lease. Real estate signs, large size require a Village sign permit. Real estate signs, large size shall not be in place for more than twelve (12) months, at which time the sign must be removed or another permit must be issued for another twelve (12) month period. Real estate signs, large size must be constructed of quality materials and maintained in good condition. Signs not maintained in good condition may be removed by the Village. Real estate signs, large size are not permitted in residential districts.

4. Internal informational/way-finding signs for vehicular traffic. In addition to the ground signs permitted by the other provisions of this subsection A, in a retail, commercial or mixed use development containing no less than fifty (50) acres, no fewer than two thousand (2,000) parking spaces and no fewer than three (3) separate multi-story parking garages, up to twenty (20) ground signs may be located throughout the development's interior roads and parking aisles, provided no such ground sign is located within one hundred fifty feet (150') from exterior property lines. The content of such ground signs may include: a) the names of tenants in the development; b) the name of the development itself; and c) digital sign elements displaying only the location and availability of parking spaces in the development's surface parking lots and multi-story parking garages. The foregoing types of ground signs shall not be subject to, nor deemed to be in violation of, any contrary provisions in this title, including without limitation, subsections 13-11-4A, B and E of this chapter (excluding, however, the illumination standard in subsection 13-11-4A2 of this chapter) and subsections 13-11-7A, E, H and M of this chapter. The content of each digital element within the ground signs shall be limited to the location and estimated number of parking spaces available in the referenced parking garage or surface lot, or, the word "Full" or "FULL" or "full".

B. Wall Signs:

1. Standards: Signs may be attached to one (1) or more facades of any building, provided that they conform to the following requirements:

a. They shall not project more than thirty inches (30") from any facade and shall not be higher than the building height.

b. The total area of any sign attached to a facade shall not exceed two percent (2%) of the gross floor area, including basements, of the building to which such sign is attached.

c. No wall sign shall extend beyond the roofline or parapet of the building to which it is affixed. No wall sign shall cover any architectural features (architectural features shall include, but not be limited to: pediment, cornice, belt course, pier, windows, pilaster, roof, decorative stone or tile inlay, kick plate/bulkhead, raised or colored brick pattern, and corbel) of the building to which it is affixed.

d. Letters shall be individually affixed to walls of a building and be either internally illuminated or backlit. All wall signs mounted above forty feet (40') shall consist of internally illuminated or backlit lettering that is one (1) consistent color for all letters of the sign. Wall signs mounted above forty feet (40') shall consist of the business name only and not include slogans, tag lines, or other wording. Wall signs mounted above forty feet (40') may also include the company's primary registered or trademarked logo.

2. Informational Signs As To Locations Of Available Parking: In addition to the wall signs permitted by subsections B1 and E of this section, multi-story parking garages in the B2 District may have wall signs with digital sign elements that display the availability of parking spaces subject to the following conditions:

a. The multi-story parking garages on which such wall signs are permitted must be located within a retail, commercial or mixed use development of no less than fifty (50) acres in area that has no fewer than two thousand (2,000) parking spaces and no fewer than three (3) separate multi-story parking garages;

b. The wall signs must comply with the signage regulations in the following sections of this title: section 13-11-3 of this chapter (other than subsections B3, B5 and B7); section 13-11-4 of this chapter (other than subsections A1, A3 through A7 and E); section 13-11-7 of this chapter (other than subsection E); and subsections B and C of this section;

c. No such wall sign may be located within two hundred feet (200') from 16th Street;

d. The content of each digital element within the wall signs shall be limited to: 1) the estimated number of parking spaces available on the referenced level of the parking garage, or 2) the word "Full" or "FULL" or "full".

Wall signs complying with the foregoing requirements shall not be subject to, nor deemed to be in violation of, any contrary provisions in this title, including subsections 13-11-4A and E, and 13-11-7E of this chapter.

C. Size Limitation Exemptions:

1. Signs that are interior to a shopping center in the B2 District and are not visible from any exterior street and/or parking lot are exempt from the size limitations contained in this chapter.

D. Awnings And Marquees:

1. Awnings and marquees affixed to any building or structure shall have headroom of not less than eight feet (8').

E. Wall Signs For Garage Facades: Notwithstanding anything contained in this title to the contrary, including, without limitation, subsections 13-11-7A, H and M of this chapter, wall signs may be located on facades of multi-story parking garages in the B2 District provided that:

1. No parking garage facade may have more than one (1) such wall sign;
2. The wall sign otherwise complies with sections 13-11-3 and 13-11-4 and subsections 13-11-7B through G, I through L, and N through Q of this chapter, and subsections B and C of this section;
3. The wall sign does not face 16th Street between Illinois State Route 83 and Spring Road;
4. The wall sign exclusively or primarily faces Illinois State Route 83 or 22nd Street;
5. The wall sign advertises or identifies a retail tenant occupying no less than fifty thousand (50,000) square feet of a building in the B2 District;
6. The building in which the subject retail tenant is located does not have, or no longer has, any other wall sign that: a) is visible from the right-of-way the proposed wall sign would primarily face, and b) advertises or identifies the subject retail tenant; and
7. At least one (1) of the following applies:
 - a. As of the effective date hereof: 1) the building occupied in whole or part by the subject retail tenant is located within seventy feet (70') of the applicable parking garage at grade, and 2) the parking garage is at least partially located within one hundred seventy feet (170') of 16th Street; or
 - b. As of the effective date hereof: 1) the building occupied in whole or part by the subject retail tenant is located within two hundred feet (200') of the applicable parking garage at grade, and 2) the parking garage is at least partially located within four hundred fifty feet (450') of 22nd Street.

F. Internal Way-Finding, Directory And Merchant Signage: In retail, commercial or mixed-use developments containing no less than fifty (50) acres, no less than one million (1,000,000) square feet of retail and restaurant occupancies and no fewer than eighty (80) distinct commercial occupants, the following types of signage shall be permitted subject only to receipt of an applicable sign permit pursuant to section 13-11-3 of this chapter and compliance with the illumination standard set forth in subsection 13-11-4A2 of this chapter and each of the life- safety requirements set forth in subsections 13-11-4A3, C, D, F, G, H, I, J, K and N of this chapter: 1) signage within the development's enclosed commercial establishments; 2) signage in outdoor areas of the development that are surrounded by enclosed buildings and therefore are not visible to any public right-of- way; and 3) signage inside multi-story garages that is not visible to rights-of-way. (Ord. G-916, 1-12-2010; Ord. G-1082, 8-9-2016; Ord. G-1099, 2-28-2017)

13-11-10: DISTRICT B4, O3, O4, ORA1 AND ORA2 REGULATIONS:

Signs shall be permitted in the B4, O3, O4, ORA1 and ORA2 Districts as follows:

A. Functional Types Permitted:

1. All signs permitted in any district without a Village permit, as provided in section 13-11-6 of this chapter.

2. Business signs.

3. Construction signs, but for no longer than fourteen (14) days following completion of the construction in question.

4. Drive-through sign, but only when authorized as a special permit.

5. Identification signs.

6. Joint identification signs.

7. On site directory signs.

8. Real estate signs, large size. Real estate signs if limited to one (1) single or double faced, nonilluminated sign per zoning lot, not to exceed twenty four (24) square feet in area per sign face, and set back a minimum of twenty five feet (25') from the property line. The name, address and telephone number of the person responsible for such removal shall be marked on the sign. Real estate signs indicating that the property has sold or is under any contractual obligation shall not be permitted pursuant to this subsection. Real estate signs, large size may indicate that the property is for sale or lease. Real estate signs, large size require a village sign permit. Real estate signs, large size shall not be in place for more than twelve (12) months, at which time the sign must be removed or another permit must be issued for another twelve (12) month period. Real estate signs, large size must be constructed of quality materials and maintained in good condition. Signs not maintained in good condition may be removed by the village. Real estate signs, large size are not permitted in residential districts.

B. Structural Types Permitted:

1. Awning and canopy signs.

2. Monument signs.

3. Wall signs.

C. Number Of Signs Permitted Per Zoning Lot:

1. All signs permitted by section 13-11-6 of this chapter; plus

2. One awning sign per entrance; plus

3. One construction sign of any structural type; plus

4. One joint identification sign per zoning lot frontage; plus

5. One monument sign per street frontage for zoning lot frontage that is less than seven hundred feet (700') in length, and up to two (2) monument signs per street frontage for zoning lot frontage that is seven hundred feet (700') or more in length.

6. Two (2) on site directory signs per zoning lot frontage; plus

7. One real estate sign, large size; plus

8. One wall sign per street frontage per building, limit two (2) per building; signs must be "anchored" or oriented to a corner of the building (with the exception of the office buildings located at 1211, 1301, 1415 and 1515 22nd Street may locate their wall signs in the center of the building face), rather than placed on the center of the wall; signs must be located at the uppermost permitted signable area of the building, rather than on the lower levels, except for permitted first floor restaurant signs; signs on adjacent walls must not be "anchored" or oriented on the same corner of the building; signs may be placed on any side of the building; limit of one wall sign per building side. Signs must be of a single line of text, multiple lines of text (one above the other) are not permitted, except as approved for first floor restaurant signs.

D. Maximum Gross Surface Area Of Signs Permitted:

1. Total Sign Area: The total area of all signs on a zoning lot shall not exceed one square foot per foot of zoning lot frontage or one thousand five hundred (1,500) square feet, whichever is less; provided, however, that construction signs, real estate signs, joint identification signs, and signs allowed without permits, shall not be counted toward the total allowance gross sign surface area permitted on a zoning lot. The maximum amount of sign area shall be allocated proportionally based on the linear zoning lot frontage. For the zoning lots that contain the office buildings located at 1211, 1301, 1415 and 1515 22nd Street, the maximum permitted signage is two thousand (2,000) square feet.

2. Individual Sign Area Limitations: The following individual sign area limitations shall apply to all signs within the B4, O3, O4, ORA1 and ORA2 districts, whether counted toward the total allowable gross sign surface area established in this chapter or not:

a. Awning And Canopy Signs: Not to exceed fifty (50) square feet per sign face. No sign identifying an individual tenant of a multi-tenant building shall cover more than five percent (5%) of the wall to which it is affixed.

b. Monument Signs: Not to exceed one hundred (100) square feet per sign face, nor more than two hundred (200) square feet total.

c. Wall Signs: Not to exceed one hundred forty (140) square feet per sign face for signs mounted greater than fifty feet (50') high and not to exceed one hundred (100) square feet per sign face for signs mounted less than fifty feet (50') high, and in no case covering more than five percent (5%) of the wall to which it is affixed. For ground floor restaurants in an office building or hotel, a special permit is required to erect a wall sign. These signs are permitted to have a maximum area of one hundred (100) square feet. The office buildings located at 1211, 1301, 1415 and 1515 22nd Street, the maximum size for wall signage is increased from one hundred forty (140) square feet to two hundred fifty (250) square feet in order to accommodate corporate names that contain a maximum of ten (10) letters. For corporate names with more than ten (10) letters, the maximum size of the wall sign will be increased by 17.5 square feet per each additional letter including spaces between names with a maximum wall sign being limited to no more than three hundred eighty five (385) square feet in size.

E. Maximum Height Of Signs Permitted:

1. Signs Without Permits: As provided in section 13-11-6 of this chapter for signs permitted pursuant to that section.
2. Awning And Canopy Signs: Twenty feet (20'); minimum height of eight feet (8') above grade.
3. Monument Signs: Ten feet (10').
4. Wall Signs: No wall sign shall extend beyond the roofline or parapet of the building to which it is affixed. No wall sign shall cover any architectural features (architectural features shall include, but not be limited to: pediment, cornice, belt course, pier, windows, pilaster, roof, decorative stone or tile inlay, kick plate/bulkhead, raised or colored brick pattern, and corbel) of the building to which it is affixed. For ground floor restaurants requiring a special permit, wall signs shall be no higher than thirty feet (30') in height and located only on the first floor of the building.

F. Minimum Setback Required:

1. Signs Without Permits: As provided in section 13-11-6 of this chapter for signs permitted pursuant to that section.
2. Monument Signs: Five feet (5') from the right of way and three feet (3') from parking areas or driveways. "Sight triangles" shall be maintained to ensure safety.
3. Temporary Sign: Five feet (5').

G. Illumination:

1. Signs Without Permits: Signs permitted in section 13-11-6 of this chapter shall be illuminated only as permitted in that section.
2. Awnings And Canopies: Shall be illuminated using a direct light source. Direct illumination shall be aimed at the exterior of the awning/canopy.
3. Monument Signs: Monument signs shall be backlit, directly lit, or internally illuminated. All letters must be individually affixed. Any direct light source shall be concealed from view from the right of way.
4. Wall Signs: Letters shall be individually affixed to walls of a building and be either internally illuminated or backlit. All wall signs mounted above thirty feet (30') shall consist of internally illuminated or backlit lettering that is one consistent color for all letters of the sign. Wall signs mounted above thirty feet (30') shall consist of the business name only and not include slogans, tag lines, or other wording. Wall signs mounted above thirty feet (30') may also include the company's primary registered or trademarked logo.

13-11-11: DISTRICT ORA3 REGULATIONS:

Signs shall be permitted in the ORA3 district as follows:

A. Illumination: All sources of light, whether by direct exposure, surface reflection or transmission, shall be shielded so that the source of light is not visible from any adjacent residentially zoned property.

B. Ground Signs:

1. There may be a total of not more than two (2) freestanding signs having an area not to exceed, in the aggregate, two hundred forty (240) square feet. The signs must be located:

- a. Along the boundary streets;
- b. At the principal entrance and in the required yard; and
- c. Not less than ten feet (10') from any street right of way line; provided, however, that one additional ground sign not to exceed ten (10) square feet may be placed at a service entrance location.

C. Directional And Identification Signs: There may be an unlimited number of directional signs not larger than six (6) square feet and there shall be not more than one identification sign per building not larger than ten (10) square feet in addition to the other signs permitted by this chapter.

D. Other Signage: Development plans governing developments which include a minor parcel separated by a public street from the major parcel included in the development may provide for such other signage to be located on such separated minor parcel as is reasonably necessary to identify the facilities to be located thereon, the entrance thereto, and/or to provide for safe access thereto; provided, however, that such signage shall not exceed: 1) one ground sign no closer than ten feet (10') from the adjoining right of way line primarily visible from the public street separating the minor parcel from the major parcel; and 2) one double faced ground sign located at the principal entrance to such separated minor parcel; and, provided further, that the total area of all such signs shall not exceed ninety (90) square feet and no individual sign facing shall exceed thirty (30) square feet in area. (Ord. G-916, 1-12-2010)

13-11-12: DISTRICT R1, R2, R3, R4 and CR REGULATIONS:

Except where exempted by this chapter, all of the following residential signs require permits from the village. Signs shall be permitted in the R1, R2, R3, R4, and CR districts as follows:

A. Nameplates And Signs: A nameplate for a single-family dwelling shall not exceed one hundred twenty (120) square inches in area. For a multiple-family dwelling, a nameplate shall not exceed four (4) square feet in area, and may indicate the names, addresses and telephone numbers of the building and/or the rental agents. A nameplate may be illuminated by nonflashing direct or indirect illumination.

B. For Sale Signs: One unilluminated ground sign, not more than six (6) square feet in area may be located in a front yard or side yard adjoining a street and shall be located not closer than ten feet (10') from a street and/or side lot line.

C. Signs For Nonresidential Uses (Excluding Home Occupation Signs Which Are Prohibited): Identification signs for nonresidential uses shall be permitted in accordance with the following regulations:

1. Illumination: One identification sign affixed flat against a building wall and one ground sign, which in both cases may be illuminated by nonflashing direct or indirect illumination and shielded so that the source of light cannot be seen at any point within a residential district, may be erected along each street frontage. For an educational institution, the sign may contain not only the name of the institution, but may also announce events or activities occurring at the institution.

2. Sign Area; Setbacks: Each sign shall be limited in area to not more than sixteen (16) square feet and shall not project higher than ten feet (10') above ground grade. No ground sign shall be located nearer than eight feet (8') from the nearest interior lot line nor closer to the front lot line than one-half (1/2) the depth of the required front yard except:

a. A directional sign shall be not more than nine (9) square feet in area and shall not be located nearer than ten feet (10') from a street line; and

b. A sign for an educational institution shall not be located nearer than ten feet (10') from a front lot line.

3. Churches In The R2 District:

a. In the R2 district, a church where the lot, parcel or tract of land is ten (10) acres or more, shall be permitted one freestanding principal sign, limited in area to not more than forty five (45) square feet on each of two (2) outward facing sides and may be illuminated according to this code, and shall not project higher than ten feet (10') above grade, and not located nearer than eight feet (8') from the nearest lot line.

b. In the R2 district, a church where the lot, parcel or tract of land is ten (10) acres or more, shall be permitted one identification wall sign per street frontage with the name, logo and symbol, affixed against a building wall and projecting out to twelve inches (12") and may be illuminated according to this code, limited in area to not more than two hundred (200) square feet.

c. In the R2 district, a church where the lot, parcel or tract of land is ten (10) acres or more, shall be permitted entrance monument signs containing its name, logo and symbol and directional instructions at

its full access drives, and may be illuminated according to this code for safety purpose and limited in area to not more than twenty five (25) square feet on each of two (2) sides and shall not project higher than six feet (6') above grade.

D. Temporary Ground Signs: Temporary ground signs for residential subdivisions shall be permitted in accordance with the following:

1. Signs may be erected along each thoroughfare or highway frontage of the development not less than one thousand feet (1,000') apart.

2. Such signs shall not exceed two hundred forty (240) square feet in area each, and shall contain only the names, addresses and telephone numbers of the development and the sales or rental agents, and types, prices, and location of dwelling units.

3. Such signs:

a. May be illuminated with nonflashing illumination shielded so that the source of light cannot be seen;

b. Shall not project higher than fifteen feet (15') above ground grade;

c. Shall not be located nearer than thirty feet (30') from a lot line; and

d. Shall be removed within thirty (30) days after completion of the development.

E. Additional Ground Signs: Additional ground signs may be used on lots containing model homes being offered for sale or rent to:

1. Identify the name and price of each house, not to exceed twelve (12) square feet in area.

2. Provide directional and safety information, not to exceed two (2) square feet in area.

3. No more than one such sign is permitted on any single lot except a maximum of two (2) signs will be permitted on corner lots, so that one sign can be located along each street frontage. The maximum size of these signs is six (6) square feet each. (Ord. G-916, 1-12-2010; Ord. G-1096, 1-24-2017)

13-11-13: **CHANGEABLE ELECTRONIC COPY SIGN REGULATIONS FOR GOVERNMENTAL BODIES:**

Changeable Copy, Electronic Signs shall only be permitted to governmental bodies (i.e., school, park, municipal districts) on publicly owned/ public easement land in the CR, B-2, B-3, or R-3 Districts. The following conditions and restrictions shall apply:

There shall be a maximum of one (1) Changeable Copy, Electronic Sign per **governmental agency**.

One Changeable Copy, Electronic Sign per **agency** may be substituted for a permitted Freestanding Sign provided that:

- a. The sign shall be not less than three hundred (300) feet from any residentially zoned property which is used for residential purposes.
- b. In the CR and R-3 Districts, the total sign display shall not exceed fifty (50) square feet of surface area. In the B-2 and B-3 Districts, the total sign display area shall not exceed one hundred (100) square feet of surface area.
- c. In the CR and R-3 Districts, the Changeable Copy, Electronic portion of the sign display shall not exceed twenty (20) square feet of surface area. In the B-2 and B-3 Districts, the Changeable Copy, Electronic portion of the sign display shall not exceed Fifty (50) square feet of surface area.
- d. In the CR and R-3 Districts, the maximum height of the sign shall not exceed ten (10) feet. In B-2 and B-3 Districts, the maximum height of the sign shall not exceed fifteen (15) feet.
- e. The minimum right-of-way setback shall be five (5) feet.
- f. The sign shall be located on an arterial or collector street as identified by the Oak Brook transportation plan phase II report dated January 1971.
- g. The Changeable Copy, Electronic Sign face must be fully blocked from adjoining residential properties via year-round landscaping.
- h. The base of all permanent ground signs shall be landscaped least three feet (3') beyond all sign faces. (See section 13-11-4 B.)
- i. The sign must relate to use(s), occupant(s), and/or activity(ies) located on the public property on which the sign is located or to general community-based messaging.
- j. Each message shall be displayed at least ten (10) seconds before the next message is displayed.
- k. There shall be a time delay of no less than two (2) seconds between complete messages and there shall be no time delay between frames of a single message.
- l. Scrolling of messages and/ animation is prohibited.

- m. The letters, words, and/or symbols shall be designed and located so that the entire message is legible to motorists intended to view it.
- n. The sign shall be constructed from non-reflective materials and illuminated in a manner that does not create a glare.
- o. The amount of text shall be limited so as to display a message that is legible to motorists intended to view it.
- p. Maximum brightness levels shall not exceed 5,000 nits when measured from the sign's face at its maximum brightness, during daylight hours, and 500 nits when measured from the sign's face at its maximum brightness between dusk and dawn. Electronic changeable copy signs shall include a fully operational light sensor that automatically adjusts the intensity of the graphic according to the amount of ambient light.
- q. The sign shall be equipped with an automatic off switch when the sign is malfunctioning or has missing light fields.



VILLAGE OF OAK BROOK *Illinois*

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

May 21, 2024

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

Subject: Butler School District – Electronic Sign Regulations – Text Amendment

Dear Village President and Board of Trustees:

Background

The Planning & Zoning Commission completed the required public hearing and deliberations held on May 1, 2024, on a petition from the Butler School District seeking approval of a text amendment to allow electronic changeable copy signs. Staff also used this amendment request to amend additional sections of Sign Regulations.

At the Village Board meeting on March 26, 2024, the Board gave directions for the electronic changeable copy signs to be restricted only to the school district and referred the application to the P&Z Commission. Following review by the Village Attorney governmental bodies may not be individually named as part of this Text Amendment.

Public Comment

All interested parties were notified of the public hearing. Several residents spoke in support of or in opposition to the requested text amendment.

Planning & Zoning Commission of Appeals Discussion and Recommendation

By a vote of 6 to 0, the Planning & Zoning Commission reviewed the proposed text amendment, (the proposed language that has been added to the text is redlined and underlined and text that is being deleted has been ~~stricken-out~~ in the casefile materials) and was comfortable recommending the Text Amendments pertaining to:

- 20-Foot Flagpole
- Addition of CR District to Sign Regulations
- Accessible Parking Removed – with language under chapter (Refer to IL Code)
- Logo Sizes
- HVAC/Penthouse Sign Affixed

May 21, 2024
RE: Butler School District – Text Amendment
Sign Regulations
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They were not comfortable with the electronic changeable copy sign text amendment and recommended a continuance to the next Regular Planning & Zoning Commission meeting for the Changeable Electronic Sign Regulations Text Amendment – Chapter 13-11-13.

The proposed text was subject to the zoning amendment factors, which were submitted in writing in the case file.

Very truly yours,

Raju Iyer

Rajaraman Iyer
Chairman
Planning & Zoning Commission

7.a

ROLL CALL:

Ayes: 6 – Chairman Iyer, Members Bulin, Cappetta, Nimry and Pontrelli.
Motion carried.
Abstain: 1 - Member DiBernardo
Absent: 0 - Vice Chairman Ziemer and Members Hasan and Wilczak

5.

B. BUTLER SCHOOL DISTRICT – TA – ELECTRONIC CHANGEABLE COPY SIGN

TA - ELECTRONIC
CHANGEABLE COPY
SIGN

Director Von Drasek provided a brief overview of the proposed petition. She explained that the PTO of Butler Junior High School provided a donation to install an electronic changeable copy sign. Other government districts shared the desire to install electronic signs. The intent of combining additional sign regulations chapters was to eliminate the need to further complicate the extensive zoning code text amendments. She said they should be reviewed separately at the meeting.

Dr. Paul O'Malley, Superintendent of Butler School District 53 together with Reshma Mendi, 1726 Midwest Club Pkwy, Oak Brook presented a PowerPoint with the proposed sign and supporting information. The PTO provided a donation for the sign in order to improve digital communications by providing real-time updates, registration dates, achievements, sporting events, etc. They also detailed the text amendment electronic changeable copy sign regulations.

Director Von Drasek read aloud two emails received. One in opposition of the sign text amendment and one regarding the desire for more open space.

Elidee Schooley, 1913 Midwest Club Pkwy, a student from Butler Junior High School felt it was important that the school be given the opportunity to electronically communicate achievements and events. The current sign has deteriorated greatly.

Tina Chan, 8 Chatham Lane pointed out several reasons she was opposed to the electronic sign including, dangers, costs, precedence and future variations.

Nella Sansquiri, 914 Midwest Club Pkwy, President of Bulter District 53 PTO explained that the electronic changeable sign was donated by the PTO. She mentioned that the current changeable sign was unsafe for students to change the letters so close to a busy road. She said that the PTO received a lot of support to install a modern LED sign that would be important to communicate events and achievements.

Cindy Groh, 50 Windsor Drive was concerned that allowing the sign would cause a precedence. She encouraged the village to create a plan to enforce sign violations.

Jamie Lock, 17 Croydon Lane mentioned she was representing several other families who were in support of the sign. She felt it was important to update zoning regulations for the village to progress. She also felt that the sign was appropriately sized and

illuminated for the location. Her mother, a current resident and a former schoolteacher at Butler Junior High for 35 years was in support of the electronic sign.

Anand Kaimal, 2 Chatham was concerned that the illuminated sign would shine on the second floor of his house.

Christy Dolan, 29 Windsor Drive was concerned that allowing the sign could cause precedence.

Yanna, 3602 Madison Street was opposed to the sign.

Seana Scheid, 305 Canterbury Drive, a former sign contractor mentioned there were ways to dim the lighting. She felt that sign was appropriate and enhances communication.

Kathy Schooley, 1913 Midwest Club Pkwy, believed promoting achievements through a digital sign builds community. She said the size and brightness of the sign are all adjustable.

Member Nimry believed the proposed sign was too large and suggested placing a monitor in the entrance of the school for announcements.

Members agreed that they were not voting on a sign for Butler Junior High and were supposed to review the text amendments. They believed that if a text amendment were approved for the electronic changeable copy sign, they would never have the opportunity to see the finished product. They agreed that the sign should be applied for by a variation or special use.

Superintendent O'Malley stated they understood the application was for a text amendment, but they wanted to provide rationale for their requested sign.

Member Pontrelli suggested providing studies (size, lighting, timing, etc.) and comparing the proposed code to surrounding villages.

Director Von Drasek said that the code amendment was based on Barrington's code and then modified for Oak Brook.

Member Cappetta read the text amendments factors, and stated they were not met. She felt electronic signs did not fit in the character of Oak Brook.

Members felt there were too many design factors to consider, size, illumination, etc.

Member Cappetta wanted to recommend the other items in the text amendment.

Members discussed those items and agreed to split the items and to continue the changeable electronic sign text amendment to the next regular P&Z meeting.

Attorney Castaldo III recommended continuing the petition for the electronic sign section.

Motioned by Member Bulin, seconded by Member Nimry to recommend the approval of the Text Amendments pertaining to:

- 20-Foot Flagpole Height
- Addition of CR District to Sign Regulations
- Accessible Parking Removed – with language under chapter (Refer to IL Code)
- Logo Sizes
- HVAC/Penthouse Sign Affixed

Recommend a continuance to the next Regular Planning & Zoning Commission meeting for the Changeable Electronic Sign Regulations Text Amendment – Chapter 13-11-13.

ROLL CALL:

Ayes: 6 – Chairman Iyer, Members Bulin, Cappetta, DiBernardo, Nimry and Pontrelli.

Nays: 0

Absent: 0 - Vice Chairman Ziemer and Members Hasan, Nimry and Wilczak

5.

C. 1150 22nd ST – DIAMONDS DIRECT – SIGN VARIATION

1150 22nd ST –
DIAMONDS DIRECT
– SIGN VARIATION

Planner Raman provided a brief overview of the proposed petition.

Karen Dodge, President, Municipal Solutions, 325 Sandpebble Lane, Aurora, provided a PowerPoint reviewing the request to allow two additional walls signs on the north and east elevations. She explained that the unique location prevents motorists from identifying Diamonds Direct.

Cindy Groh was concerned that allowing more signs has a negative effect on residential areas.

Members were in support of a sign on the east façade but not the north façade due to the north façade abutting a residential apartment building.

Director Von Drasek stated that the variation standards were subject to the testimony and submitted in writing (casefile).

Motioned by Member Cappetta, seconded by Member DiBernardo to recommend the approval for an additional sign on the east façade, subject to the following conditions:

From: [jimdephill](#)

Sent: Monday, April 29, 2024 5:10:22 PM

To: natalie cappetta

Rebecca Von Drasek, MPA <rvondrasek@oak-brook.org>

Cc: Edward Tiesenga <etiesenga@oak-brook.org>

Subject: Planning & Zoning Meeting May 1, 2024-Electronic Signs

You don't often get email from

[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.

I am sending this to you since I am unable to attend the meeting, but I would like to get my comments and questions considered during the discussion on the Proposed Text Amendment (Chapter 11-13-13) concerning Electronic Changeable Copy Signs. You two are the only principals I have contact information for. I hope you can help me get this distributed to the rest of the Planning & Zoning Commission Board Members before the Meeting.

It is stated that this request was initiated by a Butler School PTO contribution designated to replace the existing manually changeable sign. The obvious question here: Isn't there something else that can be obtained with this donation that would do more to improve the efficiency of the school in some way?

The proposed Zoning Ordinance 13-11-13 is referenced that it "**shall only be permitted to governmental bodies (i.e., school, park, municipal districts) on publicly owned/ public easement land in the CR, B-2, B-3, or R-3 Districts.**" B-2 District includes Oak Brook Mall. B-3 District includes Costco and the Overlook Shopping Area. Why are these included? It seems that this would make it easier for any stores in those locations to request a Variance to allow an Electronic sign. Do we want 22nd Street to be lined with Electronic signs? Signs in these Districts could be 15 feet tall per the Amendment.

Butler School and Brook Forest School are both in an R-3 District, and both are very close to homes. This Amendment would allow signs up to 10 feet tall. The existing signs are sufficient to advise the Community of upcoming events. This information is also provided to students' families by email and text. Most of the people driving by these schools are not involved nor interested, so the existing methods of disseminating the information is sufficient.

The Oak Brook Park District is in a CR (Conservation/Recreation) District. The Park District is a strong advocate of an Electronic Sign on Jorie Boulevard at Forest Gate Road. This is obvious since they had included \$75,000 in their 2024-2025 Initial Budget proposal that was presented in early March, just a couple weeks after Butler School had sent their application for the Text Amendment to the Village. After pushback from one of the Park District Commissioners, Mario Vescovi, the amount was removed from the Budget that was subsequently approved. But it was penciled in for the 2025-2026 Budget.

In the statement from the Planning and Zoning Commission under Zoning Amendment factors, Point e. states "**The mission of the agencies is to serve the public, many of the relevant properties are publicly owned.**" I would like to know which are not publicly owned, since I thought only publicly owned entities would be able to have these signs. See my third paragraph above.

On a different but related topic, the original Chapter 11 Section 13-11-13, Signs for Handicapped Parking, has been completely deleted. Have these Rules and Regulations been removed from the Village Code completely, or moved somewhere else? This seems to be a very important requirement. I hope I am just missing something.

Thank you for your consideration.

Jim DePhillips

From: raymondcesca@
Sent: Tuesday, April 30, 2024 6:06 PM
To: Raju Iyer
Subject: P/Z Commission Meeting

Raju,

I had planned to attend the meeting tomorrow night, but I must travel on an emergency.

Maintaining the character of Oak Brook is a challenge with all the pressures put on the village for development and ordinance changes. One thing I want to make you aware of has to do with the original vision of Oak Brook that we talk about at almost every meeting.

We have always believed in the three-legged stool – 1/3 commercial, 1/3 residential and 1/3 open space.

Oak Brook's geography is 829 square miles made up of 796 square miles of land and 0.32 square miles of water. This means 262.7 square miles is supposed to be commercial, 262.7 sq miles is for residential and 262.7 sq miles is open space.

We have not done a good job in maintaining that based on 2024 village records. It is now 21.5% or 171.1 sq miles for commercial, 63.2% or 503 sq miles for residential and only 15.1% or 135 sq miles is open space. How did it get out of whack?

Now open space has been one of our major talking points in promoting OB. If we don't pay attention to that then we lose that very important aspect of O/B character.

Please bring this up with the committee to keep that in mind as we go forward.

I plan to attend next time.

Best Regards
Ray

VILLAGE OF OAK BROOK
Planning & Zoning Commission

STAFF REPORT

DATE: April 26, 2024

CASE NO: 2024-06-ZO-TA

DESCRIPTION: Text Amendment to Zoning Regulations for Chapter 11, Section 13 to revise Sign Regulations.

PETITIONER: Butler School District

ADDRESS/LOCATION: NA

EXISTING ZONING: NA

Discussion:

The Butler School District has initiated a petition for a text amendment to the Zoning Regulations, Chapter 11, to revise the Village's Sign Regulations. This text amendment originated from a PTO donation to the School District to replace the existing changeable copy sign at Butler Jr. High School.

Village staff drafted proposed text to allow electronic changeable copy signs following discussions with other agencies within the Village. Other government districts shared the School's desire to provide the public with improved communication. Village staff provided the School District with the draft language for approval.

In addition to the School District's proposal, staff is also using this amendment request as an opportunity to rework other sections of the Sign Regulations. Other areas of interest include signs on HVAC/penthouses, logo sizes, flagpole height, and removal of accessible parking signs (as this is regulated elsewhere). The proposed text amendments are included as part of the attached draft, dated February 21, 2024. The proposed language that has been added to the text is redlined and underlined and text that is being deleted has been ~~stricken out~~.

At the Village Board meeting on March 26, 2024, the Board gave directions for the electronic changeable copy signs to be restricted only to the school district and referred the application to the P&Z Commission. Following review by the Village Attorney governmental bodies may not be individually named as part of this Text Amendment.

RESPONSIBILITIES OF HEARING BODIES:

The Planning & Zoning Commission (P&Z) have the responsibility to make a recommendation on the request for a text amendment to the Zoning Ordinance. Please include in your consideration, your findings with respect to the standards specified in the Zoning Ordinance for amendments. The materials submitted and drafted by staff specifically address each of these zoning amendment standards.

STAFF REPORT – VOB – ELECTRONIC SIGN REGULATIONS
CASE NO. 2024-06-ZO-TA

CONCLUSION:

If the P&Z Commission concurs with these revisions and is of the opinion that the requirements for a text amendment have been met, I would request that a recommendation to approve these text amendment changes in the draft dated February 21, 2024 be made in accordance with the accompanying zoning amendment factors. If the P&Z Commission prefer to further modify the proposed language or deny please provide findings of fact detailing the Commission's concerns. Either recommendation will then be forwarded to the Village Board for further review, deliberation, and discussion.

As always, please contact staff if you have any questions prior to Wednesday's P&Z meeting.

Respectfully Submitted,



Rebecca Von Drasek
Development Services Director



Rama Raman
Village Planner



VILLAGE OF

OAK BROOK
Illinois

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

April 10, 2024

Dear Resident:

The Oak Brook Planning & Zoning Commission and the Village Board will be considering a Text Amendment at the meetings scheduled below in this notice.

The application has been filed by: The Butler School District

The petitioner, the Butler School District is proposing text amendments to the Zoning Regulations of the Village Code (Section 13) to consider adding and revising provisions related to electronic changeable copy sign regulations. This will include amendments to the General Zoning Provisions and other related sections within the Zoning Regulations of the Village Code.

The Village of Oak Brook, in compliance with the Americans with Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting facilities, contact the Village ADA Coordinator 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.

Planning & Zoning Commission6:30 p.m., Wednesday, May 1, 2024**

Board of Trustees Meeting 7:00 p.m., Tuesday, June 25, 2024***

If you desire more detailed information, please contact the Development Services Department at 630-368-5106 between 8-4, Monday through Friday, with the exception of scheduled holidays.

Sincerely,

Rebecca Von Drasek
Development Services Director
RV/cc

**Public Hearing Body

***Tentative – Follows the completion of the P&Z public hearing

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, May 1, 2024 at 6:30 p.m. in the Samuel E. Dean Board Room of the Butler Government Center, Village of Oak Brook, 1200 Oak Brook Road, (31st Street and Spring Road), Oak Brook, Illinois 60523 for the purpose of considering the application for The Butler School District in Oak Brook, Illinois 60523 regarding a text amendment related to the electronic changeable copy signs regulations. Any such text amendment would be as provided for under Title 13 of the Zoning Ordinance of the Village of Oak Brook, Illinois, Ordinance G-60 as amended.

The Butler School District, petitioner has submitted an application seeking approval of a proposed text amendment to Title 13, the Zoning Regulations of the Village Code to consider revising provisions related to the electronic changeable copy signs regulations. In addition, staff is also using this amendment request to rework other sections of the Sign Regulations. This will include amendments to the General Zoning Provisions of the Zoning Regulations of the Village Code.

The petitioner's application including all supporting documents is on file with the Development Services Department. Persons wishing to examine the petition 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 April 10, 2024 (4614346)

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 04/10/2024 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 *Daule Baltz*
Designee of the Publisher of the Daily Herald

Control # 4614346





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
March 26, 2024

SUBJECT: Butler School District – Text Amendment to Zoning Regulations – Allowing Electronic Changeable Copy Signs

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to refer the request for a text amendment to the Planning & Zoning Commission for a public hearing, discussion, and recommendation.

Background/History:

The Butler School District has initiated a petition for a text amendment to the Zoning Regulations, Chapter 11, to revise the Village's Sign Regulations. This text amendment originated from a PTO donation to the School District to replace the existing changeable copy sign at Butler Jr. High School.

Village staff drafted proposed text to allow electronic changeable copy signs following discussions with other agencies within the Village. Other government districts shared the School's desire to provide the public with improved communication. Village staff provided the School District with the draft language for approval.

In addition to the School District's proposal, staff is also using this amendment request as an opportunity to rework other sections of the Sign Regulations. Other areas of interest include signs on HVAC/penthouses, logo sizes, flagpole height, and removal of accessible parking signs (as this is regulated elsewhere). The proposed text amendments are included as part of the attached draft, dated February 21, 2024. The proposed language that has been added to the text is redlined and underlined and text that is being deleted has been ~~stricken out~~.

This text amendment will be placed on a future Planning & Zoning Commission agenda for a public hearing, discussion, and recommendation.

Recommendation:

Staff recommends the request for a text amendment be referred to the Planning & Zoning Commission for a public hearing, discussion, and recommendation.

Attachments:

1. Sign Variation Application Executed POM 2.12.2024
2. Chapter 11- Sign Regulations Draft 3.20.24



VILLAGE OF OAK BROOK

1200 OAK BROOK ROAD

OAK BROOK, IL 60523

630-368-5106 or 5103

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) ☐ - 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 N/A PERMANENT PARCEL NO* - - -

LOT NO. N/A SUBDIVISION N/A LEGAL ADDRESS* 1200 Oak Brook Road

ZONING DISTRICT N/A ZONING ORDINANCE SECTION Chpts relating to Sign Regulations ACTION REQUESTED Text
Amendment to Sections of the Zoning Reg. relating to Sign Reg. to include Digital Signs in Specific Areas

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

OWNER(S) OF RECORD _____ PHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

BENEFICIARY(IES) OF TRUST _____ PHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

NAME OF APPLICANT (and Billing Information) Dr. Paul O'Malley - Butler School Dist. 53 PHONE 630-573-2887

ADDRESS 2801 York Road CITY Oak Brook STATE IL ZIP 60523

Contact Name and E-mail Address(s) Superintendent@butler53.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.

Signature of Owner

Date

Signature of Applicant

Date 02/12/24

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

Date Filed _____ Fee Paid \$ N/A Receipt No. N/A Received By ca

Board of Trustees (Referral) _____ Notice Published _____ Newspaper Daily Herald Adj. Property Owners Notified _____

PUBLIC HEARING DATES: Planning & Zoning Commission _____

Board of Trustees _____

Board of Trustees
(Approval of Ordinance) _____

SIGNED - VILLAGE CLERK

Date _____

ZONING AMENDMENT FACTORS

Changeable Electronic Copy Sign Regulations

a) The character of the neighborhood.

RESPONSE: The general character of the neighborhoods will not be negatively impacted. The signage is intended for public agencies on existing thoroughfares within the Village. Controls on size, light output, landscape screening, and distance from residences are intended to limit impact on residential neighbors.

b) The extent to which the property values are diminished by the particular zoning restrictions.

RESPONSE: Not applicable. The allowance of these signs will provide a medium to communicate public messages by local governments, as the properties are controlled by local government agencies, property values should not be further impacted.

c) The extent to which the removal existing limitations would depreciate the value of other property in the area.

RESPONSE:

The messages serve the public by providing important information. An informed public will be served by improved communication regarding services and programs available to the public. Property values and negative impacts to neighboring properties were considered so that proximity to residential areas has been minimized.

d) The suitability of the property for the zoning purposes.

RESPONSE: The mission of the agencies is to serve the public, many of the relevant properties are publicly owned.

e) The existing uses and zoning of nearby property;

RESPONSE: The text amendment with proposed regulations should control for any negative impact.

- f) The length of time under the existing zoning that the property has remained unimproved, considered in the context of land development;

RESPONSE: The agencies have had existing signage which is not electronic but has included changeable copy sign.

- g) The relative gain to the public as compared to the hardship imposed on the individual property owner;

RESPONSE: With the proposed text amendment, the anticipated gain will be better informed residents and members of the public.

- h) The extent to which the proposal promotes the health and safety, morals or general welfare of the public;

RESPONSE: The proposed amendment will result in better informed community that is able to participate in the programs displayed on the signage.

- i) The relationship of the proposed use to the Comprehensive Plan; and

RESPONSE: Not applicable. The signs are already existing included changeable copy signs.

- j) The community need for the use proposed by the property owner.

RESPONSE: An informed public will be served by improved communication regarding services and programs available to the public from local agencies.

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)

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.

_____ Printed Name of Owner	Dr. Paul O'Malley _____ Printed Name of Applicant	
_____ Signature of Owner	_____ Date	_____ Signature of Applicant
		2/12/24 _____ Date

BILL TO INFORMATION:

Village of Oak Brook _____ Print Name/Company	Finance Department _____ Contact Person	_____ Contact Phone
1200 Oak Brook Road _____ Address To be Billed	Oak Brook, IL 60523 _____ 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.

CHAPTER 11 SIGN REGULATIONS

SECTION:

13-11-1: Purpose

13-11-2: Scope

13-11-3: Sign Permit Required

13-11-4: General Standards

13-11-5: Classification Of Signs

13-11-6: Signs Permitted In Any District Without A Permit

13-11-7: Signs Specifically Prohibited In All Districts

13-11-8: District B1 And B3 Regulations

13-11-9: District B2 Regulations

13-11-10: District B4, O3, O4, ORA1 And ORA2 Regulations

13-11-11: District ORA3 Regulations

13-11-12: District R1, R2, R3, ~~And~~ R4 ~~and CR~~ Regulations

~~13-11-13: Signs For Handicapped Parking~~

13-11-1: PURPOSE:

The regulations in this chapter are intended to promote and protect the public health, safety and welfare by reducing the depreciation of property values caused by signs that are incompatible with surrounding land uses; by creating a more attractive economic and business climate within the commercial and office areas of the village; by enhancing and protecting the physical appearance of all areas of the village; and by reducing the distractions, obstructions and hazards to pedestrian and auto traffic caused by the indiscriminate placement and use of signs. (Ord. G-916, 1-12-2010)

13-11-2: SCOPE:

The regulations in this chapter shall govern and control the erection, enlargement, expansion, alteration, operation, maintenance, relocation and removal of all signs within the village visible from any street, sidewalk or public or private common open space. Any sign not expressly permitted by these regulations shall be prohibited. The regulations in this chapter relate to the location of signs, by function and type, within zoning districts and

shall be in addition to provisions of this code applicable to the construction and maintenance of signs. (Ord. G-916, 1-12-2010)

13-11-3: SIGN PERMIT REQUIRED:

A. Sign Permit: Except as expressly provided in section 13-11-6 of this chapter, no sign shall be erected, enlarged, expanded, altered, relocated or maintained unless a sign permit evidencing the compliance of such work with the provisions of this section and other applicable provisions of this chapter shall have first been issued by the village; provided, however, that routine sign maintenance, changing of parts designed to be changed or changing the content of a sign in any manner does not change the functional classification of the sign and shall not, standing alone, be considered an alteration of the sign requiring the issuance of a sign permit hereunder.

B. Additional Application Requirements: In addition to the information and documents otherwise required by this chapter, every application for a sign permit for a sign shall be accompanied by:

1. Plans and specifications showing the location on the lot or building face and the method of construction, illumination and support of such sign;
2. A scale drawing showing sign faces, exposed surfaces and the proposed message and design, accurately represented as to size, area, proportion and color;
3. A landscape plan showing plantings proposed for area at the base of a monument sign;
4. Photographs of the street sides of the property in question, showing all existing signs on the property;
5. A calculation of the total amount of sign area presently existing on the property;
6. The applicant's attestation that the sum of the areas of the requested sign or signs and the existing signs does not exceed the maximum allowed by the provisions of this chapter; and
7. Evidence of a valid village business license, when applicable, issued for any business to which the sign is accessory. (Ord. G-916, 1-12-2010)

13-11-4: GENERAL STANDARDS:

The following general standards shall apply to all signs:

A. Illumination:

1. Location And Design Of Light Source: Whenever an external artificial light source is used for a sign, such source shall be located, shielded and directed so as not to be directly

visible from any public street or private residence. No receptacle or device housing a permitted light source for a sign shall protrude more than twelve inches (12") from the face of the sign or building to which it is attached; provided, however, that a receptacle or device housing a permitted light source for a sign may be located more than twelve inches (12") from the face of the sign if such light source is ground mounted, locked in place, and cannot be redirected.

2. Level Of Illumination: In no event shall the illumination of any sign, resulting from any internal or external artificial light source, exceed one hundred seventy five (175) foot-candles when measured with a standard light meter held perpendicular to the sign face at a distance equal to the narrowest dimension of such sign face. All artificial illumination shall be so designed, located, shielded, and directed as to prevent the casting of glare or direct light upon adjacent property or streets. Illumination resulting from any internal or external artificial light source shall not exceed 0.5 foot-candle as measured at the property line of the subject property.

3. Flashing Lights Prohibited: Except for public service signs when expressly permitted by this section, no flashing, blinking or intermittent lights shall be permitted.

4. Light Fixtures: Light fixtures placed along the base of the sign shall be screened from view by site grading or evergreen shrubs. No unscreened light sources are permitted. Temporary holiday displays, which contain lights, are exempt from these provisions.

5. External Illumination: External illumination shall be provided by a white, steady, stationary light of reasonable intensity, directed solely at the sign and shielded or otherwise prevented from shining directly onto adjacent properties or rights of way.

6. Internal Illumination: Internal illumination shall be provided by interior white lighting of reasonable intensity with primary and secondary images lit or silhouetted (i.e., backlit) on an opaque background. The background of all signs must be opaque. No additional background lighting or illuminated borders or outlines shall be permitted.

7. Additional Lighting Standards: The following are additional lighting standards for specific sign types:

a. Signs Without Permits: Signs permitted pursuant to section 13-11-6 of this chapter shall be illuminated only as permitted in that section.

b. Awning And Canopy Signs: Awning and canopy signs shall be illuminated using a direct light source. Direct illumination shall be aimed at the exterior of the awning/canopy, not the underside.

c. Monument Signs: Monument signs shall be backlit, directly lit, or internally illuminated. All letters must be individually affixed. Any direct light source shall be concealed from view from the right of way.

d. Wall Signs: Letters shall be individually affixed to walls of a building and may be either internally illuminated or backlit.

B. Landscaping: The base of all permanent ground signs shall be effectively landscaped to conceal the base from public view and maintained in good condition at all times. The minimum landscaped area shall extend at least three feet (3') beyond all sign faces or supporting structures in all directions. Exposed foundations must be constructed with a finished material such as brick, stone, or wood. Landscaping must be maintained in a manner that prevents the screening or blocking of addresses and other information provided on the monument sign.

C. Electrical Elements: All wiring, fittings and materials used in the construction, connection and operation of electrically illuminated signs shall be in accordance with the provisions of this code. No metal sign illuminated by any means requiring internal wiring and no electrical fixtures attached to any sign shall be lower than nine feet (9') from grade unless it is grounded by the use of a grounding conductor run with the circuit conductors and is also grounded by being bonded to a grounding electrode at the sign site.

D. Structural Elements: The construction and structural components of all signs shall be in accordance with the standards and regulations of this code. All permanent signs shall be constructed of fire resistant materials and shall be capable of withstanding wind pressures of at least thirty (30) pounds per square foot of surface area and of receiving dead loads based on the actual weight of the structure.

E. Minimum Elevation Of Certain Signs: The bottom of every awning, canopy, marquee, wall and pylon sign shall be elevated at least eight feet (8') above grade. Whenever possible wall signs on the same facade shall maintain the same top and bottom elevations above grade.

F. Obstruction Of Accessways: No sign or sign structure shall obstruct free ingress to or egress from a fire escape, door, window or other required accessway.

G. Obstruction Of Window Surface: No sign shall project over, occupy or obstruct any window surface required for light or ventilation by any applicable provision of this code.

H. Traffic Safety:

1. Confusion With Traffic Signals: No sign shall be maintained at any location where by reason of its position, size, shape, content, color, or illumination it may obstruct, impair, obscure, interfere with the view of, or be confused with, any traffic control sign, sign or device, or where it may interfere with, mislead or confuse traffic.

2. Obstruction Of Sight Triangles Prohibited: No sign, nor any part of a sign other than a supporting pole or brace no greater than eighteen inches (18") in width or diameter shall be located lower than eight feet (8') from grade within the area of any sight triangle as defined in this chapter.

I. Signs In Rights Of Way: Except as provided in this section, no sign except governmental signs authorized in this chapter shall be placed in or extend into or over any public property or right of way. Temporary signs advertising civic functions may extend into or over a public right of way upon the specific prior approval of the village manager on the

basis of need and impact on pedestrian and vehicular traffic, and impact on surrounding properties.

J. Sign Identification: All signs shall be plainly marked with the name of the person, firm or corporation hanging or erecting the sign and the sign permit number.

K. Sign Maintenance: The owner of a sign and the owner of the premises on which such sign is located shall be jointly and severally liable to maintain such sign, including its illumination sources, in compliance with this chapter and all applicable laws, in a safe and secure condition, and in a neat and orderly condition and good working order at all times, and to prevent the development of any rust, corrosion, rotting or other deterioration in the physical appearance or safety of such sign. The premises around ground and pylon signs shall be kept clean and free of all rubbish and weeds.

L. Sign Measurement:

1. Area To Be Included: The supporting structure or bracing of a sign shall be omitted in measuring the area of the sign unless such structure or bracing is made part of the message or face of the sign. Where a sign has more than one display face, all faces shall be included in determining the area of the sign.

2. Area Of Signs With Backing: The area of all signs with backing shall be measured by computing the area of the sign backing.

3. Area Of Signs Without Backing: The area of all signs without backing shall be measured by computing the area of the smallest regular geometric figure that can encompass all words, letters, figures, emblems and other elements of the sign message.

4. Area Of Signs With And Without Backing: The area of all signs formed by a combination of elements with and without backing shall be measured by counting the area of such elements measured in accordance with the foregoing subsections.

Wall and Window Signs



A = Width of Sign Face

B = Height of Sign Face

Sign Area = A x B

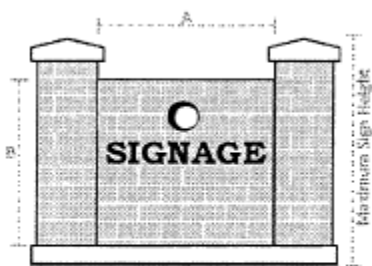
Ground Sign



A = Width of Sign Face
B = Height of Sign Face

Sign Area = A x B

Ground Sign



A = Width of Sign Face
B = Height of Sign Face

Sign Area = A x B

M. Signs On Lots With Multiple Users: Where more than one user occupies a zoning lot, the owner of the lot where the sign is located shall be responsible for allocating permitted signage among such users.

N. General Safety: Notwithstanding any other provision of this chapter, no sign shall be located in any area or in any manner so as to create a nuisance or a threat to the public safety and welfare. (Ord. G-916, 1-12-2010)

13-11-5: CLASSIFICATION OF SIGNS:

A. Functional Types: For purposes of this chapter, signs shall be classified as follows according to function:

1. Advertising Sign: A sign, other than an off premises identification sign, that directs attention to or identifies a business, commodity, service or entertainment conducted, sold or offered at a location other than the premises on which the sign is located. This term shall include signs, other than customary identification lettering and advertising posters on buses and taxicabs, attached to parked or moving vehicles.

2. Attention Getting Device: A sign designed to attract attention by means of flashing or moving parts, bright color or light, or movement of any kind. Examples of such signs include pennants hung in series, whirligigs, spinners, streamers, flashing lights, searchlights and balloons.

3. Business Sign: A sign that directs attention to or identifies a business or profession conducted, or to a commodity or service sold, offered or manufactured, or to an entertainment offered on the premises where the sign is located.

4. Construction Sign: A temporary sign erected on premises on which construction is taking place, during the period of such construction, indicating the names of the architects, engineers, landscape architects, contractors, and similar artisans, and the owners, financial supporters, sponsors and similar persons or firms having a role or interest in the construction activity.

5. Drive-Through Sign: A sign that facilitates the operation of a drive-through facility by aiding with the pick up, drop off, ordering or service of such a facility. It includes, but is not limited to, such signs as changeable copy menu boards.

6. Governmental Signs: A sign erected and maintained pursuant to and in discharge of any governmental function or required by any law, ordinance or governmental regulation including wayfinding/directional signage.

7. Holiday Decorations: Signs in the nature of decorations, clearly incidental to and customarily and commonly associated with any national, local or religious holiday.

8. Home Occupation Sign: A sign advertising or identifying a home occupation on the site of the home occupation.

9. Identification Sign: A sign giving only the name, trademark or other readily recognized symbol or address, or any combination thereof, of a building, business, development or establishment on the premises where it is located.

10. Institutional Bulletin Board Sign: A sign that identifies a religious organization, school, library, community center, or similar institutional or community service use on whose premises it is located and that contains only the name of the institution or organization, the name or names of persons connected with it, and greetings, announcements or events or activities occurring at the institution or similar message.

11. Joint Identification Sign: An identification sign limited in content to the identification of a planned development, office plaza, shopping center, business park or the like and not containing any reference to the individual uses sharing the development, plaza, center, park or the like.

12. Memorial Sign: A sign or tablet memorializing a person, place, event or structure.
13. Nameplate Sign: A sign limited in content to the name or address, or both, of the owner or occupant of a building or premises on which it is located. If any premises is occupied by more than one occupant, the nameplate sign may identify all such occupants, as well as the premises, and may include necessary directional information.
14. Off Premises Identification Sign: A sign giving the name, trademark or other readily recognized symbol or address, or any combination thereof, of a building, business, development or establishment, which sign is located off the lot on which such building, business, development or establishment is located.
15. Official Flag Or Emblem: A flag or emblem of a government or of a membership organization.
16. On Site Directory Sign: A sign, not readable from any public right of way, on which the names and locations of the occupants and/or uses of a building or group of buildings is given.
17. On Site Informational Sign: A sign commonly associated with, and limited to, information and directions necessary or convenient for persons coming on the property, including signs marking entrances and exits, parking areas, one-way drives, restrooms, pick up and delivery areas and the like.
18. Private Sale Sign: A temporary sign advertising private sales of personal property at "house sales", "garage sales", "rummage sales" and the like.
19. Private Warning Sign: A sign limited in content to messages warning, caution or danger.
20. Public Service Signs: A sign displaying only the time, temperature, stock market quotations or civic messages by means of a landbank.
21. Real Estate Signs; Standard Size: A sign pertaining to the sale or lease of the premises, or a portion of the premises, on which the sign is located and limited to one single or double faced, nonilluminated sign per zoning lot, not to exceed six (6) square feet in area per sign face.
22. Real Estate Signs; Large Size: A sign pertaining to the sale or lease of the premises, or a portion of the premises, on which the sign is located and limited to one single or double faced, nonilluminated sign per zoning lot, not to exceed twenty four (24) square feet in area per sign face.

B. Structural Types: For purposes of this chapter, signs shall be classified as follows according to structure:

1. Awning, Canopy Or Marquee Sign: A sign that is mounted or painted on or attached to an awning, canopy or marquee that is otherwise permitted by this chapter. No such sign shall project above, below, or beyond the physical dimensions of such awning, canopy or marquee.

2. **Banner Sign:** A sign made of fabric or other similar nonrigid material with no enclosing framework or electrical components that is supported or anchored on two (2) or more edges or at all four (4) corners.

3. **Billboard Sign:** A board, panel, or tablet used for the display of posters, printed or painted advertising matter, either illuminated or nonilluminated, that directs attention to goods, merchandise, entertainment, or services offered elsewhere than the premises where the sign is located.

4. **Box Sign:** A sign that is self-enclosed in a typically square or rectangular structure with or without internal lighting. A box sign can be single or double sided. Internally illuminated channelized lettering, logo, or groupings of letters and/or logos, not providing any additional sign face, shall not be considered a box sign.



Example: Box Sign



Example: Not a Box Sign

5. **Freestanding Sign:** A sign on a frame, pole or other support structure not attached to any building.

6. **Gas Station Price Sign:** A changeable copy sign advertising gasoline prices.

7. **Monument Sign:** A freestanding sign supported primarily by an internal structural framework or integrated into landscaping or other solid structural features other than support poles.

8. **Moving Or Animated Sign:** Any sign or part of a sign that changes physical position by any movement or rotation or that gives the visual impression of such movement or rotation.

9. **Paint On Wall Sign:** A sign painted on the wall of a building or structure with the exposed face of the sign in a place parallel to the face of the wall.

10. **Portable Sign:** A sign that is not permanently affixed to a building, a structure or the ground, but not including customary identification lettering on vehicles and advertising posters on buses and taxicabs.

11. Projecting Sign: (Except for the B2 zoning district or as approved for planned ~~unit~~ developments.) A sign that is wholly or partially dependent upon a building for support and that projects more than twelve inches (12") from such building.

12. Pylon Sign: A sign that is mounted on a freestanding pole or other supports.

13. Reader Board/Changeable Copy/Video Sign: (Does not apply to gas/service stations or to that portion of a sign dedicated to time and/or temperature.) A sign or portion thereof designed to accommodate frequent message changes composed of characters, or letters, or illustrations and that can be changed or rearranged, either manually or electronically, without altering the face or surface of such sign.

14. Roof Sign: A sign that is mounted or painted on the roof of a building, or that is wholly dependent upon a building for support and that projects above the highest point of a building with a flat roof, the eave line of a building with gambrel, gable or hip roof or the deck line of a building with a mansard roof.

15. Sandwich Board Sign: A movable sign not secured or attached to the ground or surface upon which it is located.

16. Temporary Sign: A sign or advertising display constructed of cloth, canvas, fabric, paper, plywood or other light material and intended to be displayed for a short period of time, not to exceed thirty (30) days within one calendar year. Temporary signage intended for a temporary tenant and intended to be displayed for longer than thirty (30) days is permitted in the B2 district, but only if approved by the property owner and after receiving a sign permit from the village.

17. Vehicle/Trailer Sign: A sign that is attached to or painted on a vehicle that is parked on or adjacent to any property, the principal purpose of which is to attract attention to a product sold or business located on the property.

18. Wall Sign: A sign fastened to the wall of a building or structure in such a manner that the wall becomes the supporting structure for, or forms the background surface of, the sign and that does not project more than twelve inches (12") from such building or structure.

19. Window Sign: A sign that is applied or attached to the exterior or interior of a window or located within the interior of a structure so that its message can be read from the exterior of the structure. (Ord. G-916, 1-12-2010)

13-11-6: SIGNS PERMITTED IN ANY DISTRICT WITHOUT A PERMIT:

Except as regulated by section 13-11-4 of this chapter and except as expressly prohibited by section 13-11-7 of this chapter, and notwithstanding any other contrary provisions of this chapter, the following signs may, subject to the following limitations, be erected and maintained in any district without obtaining a village sign permit:

A. Governmental Signs: The content and size of any such sign shall not exceed the requirements of the law, ordinance or regulation pursuant to which such sign is erected.

B. Holiday Decorations: Such signs shall be displayed for a period of not more than sixty (60) consecutive days nor more than twenty (20) days following the holiday in connection with which they are displayed; any other provision of this section to the contrary notwithstanding, such signs may be of any type, number, area, height, location, illumination or animation so long as they create no safety hazard, nuisance or adverse impact on the adjacent properties.

C. Nameplate Signs: Such signs shall be limited to no more than one wall sign per occupancy; shall be no more than one square foot in area per occupancy and in no event more than three (3) square feet in area; and shall be nonilluminated.

D. Official Flags And Emblems: Such signs may be displayed on flagpoles and when so displayed shall not exceed twenty four (24) square feet in area. Such signs may also be displayed in the form of a wall sign and when so displayed shall not exceed three (3) square feet in area. Flag pole height above ground shall not exceed twenty feet (20').

E. On Site Informational Signs: Such signs shall be limited to wall or freestanding signs of not more than six (6) square feet in area; shall be, if a freestanding sign, not more than four feet (4') in height; and shall be illuminated only as necessary to accomplish their intended purpose.

F. Private Sale Signs (Residential Only): Such signs shall be no more than six (6) square feet in area; shall be located entirely on the premises where such sale is to be conducted; shall be clearly marked with name, address and telephone number of the person responsible for the removal of such sign; shall be erected not more than twenty four (24) hours in advance of such sale; and shall be removed within twenty four (24) hours following the conclusion of such sale. No freestanding sign shall be higher than four feet (4') nor closer to any lot line than six feet (6').

G. Private Warning Signs: Such signs shall be no more than two (2) square feet in area each; shall be limited to the number necessary to accomplish the intended purpose and shall be illuminated only as required to accomplish such purpose.

H. Real Estate Signs; Standard Size: Real estate signs if limited to one single or double faced, nonilluminated sign per zoning lot, not to exceed six (6) square feet in area per sign face, and set back a minimum of ten feet (10') from the property line. The name, address and telephone number of the person responsible for such removal shall be marked on the sign. Real estate signs indicating that the property has sold or is under any contractual obligation shall not be permitted pursuant to this subsection. Real estate signs for multi-unit developments or structures and exceeding six (6) square feet in area shall require a permit.

I. Window Signs, Temporary: The aggregate area of all such signs shall not exceed thirty percent (30%) of the area of the window in which they are exhibited nor block any window

area required for light, ventilation or emergency exit by any applicable code. No such sign shall be illuminated. (Ord. G-916, 1-12-2010)

13-11-7: SIGNS SPECIFICALLY PROHIBITED IN ALL DISTRICTS:

The following signs, as well as all other signs not expressly permitted by this chapter, are prohibited in all zoning districts and shall not be erected, maintained or, except as provided for elsewhere in this chapter, permitted to continue in any zoning district:

- A. Advertising signs, including billboards.
- B. Attention getting devices.
- C. Banner signs (as approved by village sign permit).
- D. Box signs.
- E. Electronic reader board/changeable copy/video sign- except as provided in Section 13-11-13.
- F. Home occupation identification signs.
- G. Moving or animated signs.
- H. Off premises identification signs.
- I. Portable signs.
- J. Roof signs.
- K. Temporary signs, except as expressly authorized in this chapter and when approved in connection with temporary uses- and when approved by permit.
- L. Vehicle/trailer signs.
- M. Any sign that advertises, identifies or pertains to a business no longer conducted, or a product no longer sold, on the premises where such sign is located. Such signs shall be removed within thirty (30) days following cessation of the relevant activity.
- N. Any sign on a tree or utility pole, whether on public or private property.
- O. Any sign on public property, except governmental signs authorized in this chapter.
- P. Any sign painted directly on a wall, roof or fence.
- Q. In a residential district, any sign located in a homeowners' association common area, except for a homeowners' association sign. (Ord. G-916, 1-12-2010)

13-11-8: DISTRICT B1 AND B3 REGULATIONS:

Signs shall be permitted in the B1 and B3 districts as follows:

A. Functional Types Permitted:

1. All signs permitted in any district without a village permit as provided in section 13-11-6 of this chapter.
2. Business signs.
3. Construction signs, but for no longer than fourteen (14) days following completion of the construction in question.
4. Gas station price sign, but only when authorized as a special permit.
5. Identification signs.
6. Joint identification signs.
7. On site directory signs.
8. Real estate signs, large size. Real estate signs if limited to one single or double faced, nonilluminated sign per zoning lot, not to exceed twenty four (24) square feet in area per sign face, and set back a minimum of twenty five feet (25') from the property line. The name, address and telephone number of the person responsible for such removal shall be marked on the sign. Real estate signs indicating that the property has sold or is under any contractual obligation shall not be permitted pursuant to this subsection. Real estate signs, large size may indicate that the property is for sale or lease. Real estate signs, large size require a village sign permit. Real estate signs, large size shall not be in place for more than twelve (12) months, at which time the sign must be removed or another permit must be issued for another twelve (12) month period. Real estate signs, large size must be constructed of quality materials and maintained in good condition. Signs not maintained in good condition may be removed by the village. Real estate signs, large size are not permitted in residential districts.

B. Structural Types Permitted:

1. Awning and canopy signs.
2. Drive-through sign, but only when authorized by a special permit.
3. Monument signs.
4. Temporary signs, but only as authorized in section 13-11-6 of this chapter or for construction signs.
5. Wall signs.

C. Number Of Signs Permitted Per Lot:

1. All signs permitted pursuant to section 13-11-6 of this chapter; plus

2. One construction sign of any permitted structural type; plus
3. One joint identification sign per zoning lot frontage; plus
4. One monument sign per street frontage on development less than ten (10) acres in area. For developments greater than ten (10) acres, seven hundred (700) linear feet of street frontage (per street) or less gets one monument sign and lots with more than seven hundred feet (700') of street frontage (per street) get two (2) monument signs (per street frontage). Monument signs must be spaced at least five hundred feet (500') apart on a zoning lot when a zoning lot contains two (2) monument signs per street frontage, and the sign must be a joint identification sign.
5. One wall sign per zoning lot frontage for buildings with a single ground floor tenant, or one wall sign per ground floor business tenant; plus
6. One on site directory sign per zoning lot frontage; plus
7. One real estate sign, large size.

D. Maximum Gross Surface Area Of Signs Permitted:

1. Total Sign Area: The total area of all signs on a zoning lot shall not exceed one square foot per foot of zoning lot frontage; provided, however, that construction signs, real estate signs, joint identification signs, and signs allowed without permits, shall not be counted toward the total allowance gross sign surface area permitted on a zoning lot. The maximum amount of sign area shall be allocated proportionally based on the linear zoning lot frontage.
2. Individual Sign Area Limitations: The following individual sign area limitations shall apply to all signs:
 - a. Awning And Canopy Signs: Not to exceed fifty (50) square feet per sign face. No sign identifying an individual tenant of a multi-tenant building shall cover more than five percent (5%) of the wall to which it is affixed.
 - b. Construction Signs: Not to exceed sixteen (16) square feet per sign face nor more than two (2) sign faces.
 - c. Monument Signs: Not to exceed one hundred (100) square feet per sign face, nor more than two hundred (200) square feet total for developments less than ten (10) acres in area. Not to exceed one hundred twenty (120) square feet per sign face, nor more than two hundred forty (240) square feet total for development greater than ten (10) acres in area. B3 lots north of 22nd Street with frontage on Midwest Road only shall have monument signs not exceeding fifty (50) square feet per sign face or one hundred (100) square feet total.
 - d. Wall Signs: Not to exceed two hundred forty (240) square feet per sign, or not to exceed covering more than five percent (5%) of the wall to which it is affixed, whichever is less. Wall signs in the B3 zoning district north of 22nd Street with Midwest Road frontage

only shall not exceed one hundred (100) square feet or five percent (5%) of the wall area to which it is affixed.

E. Maximum Height Of Signs Permitted:

1. Signs Without Permits: As provided in section 13-11-6 of this chapter for signs permitted pursuant to that section.

2. Awning And Canopy Signs: Twenty feet (20'); all awning and canopy signs shall be at least eight feet (8') above grade. Awning and canopy signs for individual tenants of a multi-tenant building shall be at the same height on the building to which they are affixed.

3. Monument Signs: A maximum height of ten feet (10') for lots with developments less than ten (10) acres in area. A maximum height of twelve feet (12') is permitted on lots with developments greater than ten (10) acres in area. A maximum height of eight feet (8') is permitted for B3 zoned lots north of 22nd Street with frontage on Midwest Road only.

4. Wall Signs: Thirty feet (30') and only on the first floor of buildings.

F. Minimum Setback Required:

1. Permitted Signs: As provided in section 13-11-6 of this chapter for signs permitted pursuant to that section.

2. Monument Signs: Five feet (5') from "right of way" and six feet (6') from all other lot lines. B3 zoned lots north of 22nd Street and with frontage along Midwest Road have a minimum setback of five feet (5') from "right of way". All monument signs shall be perpendicular to the street and "sight triangles" shall be maintained. (Ord. G-916, 1-12-2010)

13-11-9: DISTRICT B2 REGULATIONS:

Business signs shall be permitted in the B2 district as follows:

A. Ground Signs:

1. There may be a total of not more than two (2) freestanding ground signs on each of the boundary streets surrounding any shopping center in the B2 district located not less than thirty feet (30') from any street line; provided that each sign shall not exceed a total area of one thousand (1,000) square feet on either side, shall not exceed thirty five feet (35') in height, and each shall be limited to advertising the shopping center, its merchandise or services.

2. In a retail/commercial development containing less than five (5) acres, a maximum of one ground sign, which identifies the name and address of the development and may also identify the name and services or merchandise of each of the tenants located in the center, may be erected in addition to signs affixed to the building walls; provided that the sign shall not exceed a total area of one hundred thirty (130) square feet; not to exceed sixty five (65) square feet on either side and shall not exceed eleven feet (11') in height.

3. Real estate signs, large size. Real estate signs if limited to one single or double faced, nonilluminated sign per zoning lot, not to exceed twenty four (24) square feet in area per sign face, and set back a minimum of twenty five feet (25') from the property line. The name, address and telephone number of the person responsible for such removal shall be marked on the sign. Real estate signs indicating that the property has sold or is under any contractual obligation shall not be permitted pursuant to this subsection. Real estate signs, large size may indicate that the property is for sale or lease. Real estate signs, large size require a Village sign permit. Real estate signs, large size shall not be in place for more than twelve (12) months, at which time the sign must be removed or another permit must be issued for another twelve (12) month period. Real estate signs, large size must be constructed of quality materials and maintained in good condition. Signs not maintained in good condition may be removed by the Village. Real estate signs, large size are not permitted in residential districts.

4. Internal informational/way-finding signs for vehicular traffic. In addition to the ground signs permitted by the other provisions of this subsection A, in a retail, commercial or mixed use development containing no less than fifty (50) acres, no fewer than two thousand (2,000) parking spaces and no fewer than three (3) separate multi-story parking garages, up to twenty (20) ground signs may be located throughout the development's interior roads and parking aisles, provided no such ground sign is located within one hundred fifty feet (150') from exterior property lines. The content of such ground signs may include: a) the names of tenants in the development; b) the name of the development itself; and c) digital sign elements displaying only the location and availability of parking spaces in the development's surface parking lots and multi-story parking garages. The foregoing types of ground signs shall not be subject to, nor deemed to be in violation of, any contrary provisions in this title, including without limitation, subsections 13-11-4A, B and E of this chapter (excluding, however, the illumination standard in subsection 13-11-4A2 of this chapter) and subsections 13-11-7A, E, H and M of this chapter. The content of each digital element within the ground signs shall be limited to the location and estimated number of parking spaces available in the referenced parking garage or surface lot, or, the word "Full" or "FULL" or "full".

B. Wall Signs:

1. Standards: Signs may be attached to one (1) or more facades of any building, provided that they conform to the following requirements:

a. They shall not project more than thirty inches (30") from any facade and shall not be higher than the building height.

b. The total area of any sign attached to a facade shall not exceed two percent (2%) of the gross floor area, including basements, of the building to which such sign is attached.

c. No wall sign shall extend beyond the roofline or parapet of the building to which it is affixed. No wall sign shall cover any architectural features (architectural features shall include, but not be limited to: pediment, cornice, belt course, pier, windows, pilaster, roof, decorative stone or tile inlay, kick plate/bulkhead, raised or colored brick pattern, and corbel) of the building to which it is affixed. ~~No wall sign shall be affixed to HVAC screening,~~

~~elevator overrun, or other features protruding from the roof of the structure, with the exception of building parapets which have been designed and integrated into the building's architecture and which are in line with and not set back from the perimeter facade of the building.~~

d. Letters shall be individually affixed to walls of a building and be either internally illuminated or backlit. All wall signs mounted above forty feet (40') shall consist of internally illuminated or backlit lettering that is one (1) consistent color for all letters of the sign. Wall signs mounted above forty feet (40') shall consist of the business name only and not include slogans, tag lines, or other wording. Wall signs mounted above forty feet (40') may also include the company's primary registered or trademarked logo, ~~which must be no taller than the height of the lettering of the wall sign.~~

2. Informational Signs As To Locations Of Available Parking: In addition to the wall signs permitted by subsections B1 and E of this section, multi-story parking garages in the B2 District may have wall signs with digital sign elements that display the availability of parking spaces subject to the following conditions:

a. The multi-story parking garages on which such wall signs are permitted must be located within a retail, commercial or mixed use development of no less than fifty (50) acres in area that has no fewer than two thousand (2,000) parking spaces and no fewer than three (3) separate multi-story parking garages;

b. The wall signs must comply with the signage regulations in the following sections of this title: section 13-11-3 of this chapter (other than subsections B3, B5 and B7); section 13-11-4 of this chapter (other than subsections A1, A3 through A7 and E); section 13-11-7 of this chapter (other than subsection E); and subsections B and C of this section;

c. No such wall sign may be located within two hundred feet (200') from 16th Street;

d. The content of each digital element within the wall signs shall be limited to: 1) the estimated number of parking spaces available on the referenced level of the parking garage, or 2) the word "Full" or "FULL" or "full".

Wall signs complying with the foregoing requirements shall not be subject to, nor deemed to be in violation of, any contrary provisions in this title, including subsections 13-11-4A and E, and 13-11-7E of this chapter.

C. Size Limitation Exemptions:

1. Signs that are interior to a shopping center in the B2 District and are not visible from any exterior street and/or parking lot are exempt from the size limitations contained in this chapter.

D. Awnings And Marquees:

1. Awnings and marquees affixed to any building or structure shall have headroom of not less than eight feet (8').

E. Wall Signs For Garage Facades: Notwithstanding anything contained in this title to the contrary, including, without limitation, subsections 13-11-7A, H and M of this chapter, wall signs may be located on facades of multi-story parking garages in the B2 District provided that:

1. No parking garage facade may have more than one (1) such wall sign;
2. The wall sign otherwise complies with sections 13-11-3 and 13-11-4 and subsections 13-11-7B through G, I through L, and N through Q of this chapter, and subsections B and C of this section;
3. The wall sign does not face 16th Street between Illinois State Route 83 and Spring Road;
4. The wall sign exclusively or primarily faces Illinois State Route 83 or 22nd Street;
5. The wall sign advertises or identifies a retail tenant occupying no less than fifty thousand (50,000) square feet of a building in the B2 District;
6. The building in which the subject retail tenant is located does not have, or no longer has, any other wall sign that: a) is visible from the right-of-way the proposed wall sign would primarily face, and b) advertises or identifies the subject retail tenant; and
7. At least one (1) of the following applies:
 - a. As of the effective date hereof: 1) the building occupied in whole or part by the subject retail tenant is located within seventy feet (70') of the applicable parking garage at grade, and 2) the parking garage is at least partially located within one hundred seventy feet (170') of 16th Street; or
 - b. As of the effective date hereof: 1) the building occupied in whole or part by the subject retail tenant is located within two hundred feet (200') of the applicable parking garage at grade, and 2) the parking garage is at least partially located within four hundred fifty feet (450') of 22nd Street.

F. Internal Way-Finding, Directory And Merchant Signage: In retail, commercial or mixed-use developments containing no less than fifty (50) acres, no less than one million (1,000,000) square feet of retail and restaurant occupancies and no fewer than eighty (80) distinct commercial occupants, the following types of signage shall be permitted subject only to receipt of an applicable sign permit pursuant to section 13-11-3 of this chapter and compliance with the illumination standard set forth in subsection 13-11-4A2 of this chapter and each of the life- safety requirements set forth in subsections 13-11-4A3, C, D, F, G, H, I, J, K and N of this chapter: 1) signage within the development's enclosed commercial establishments; 2) signage in outdoor areas of the development that are surrounded by enclosed buildings and therefore are not visible to any public right-of- way; and 3) signage inside multi-story garages that is not visible to rights-of-way. (Ord. G-916, 1-12-2010; Ord. G-1082, 8-9-2016; Ord. G-1099, 2-28-2017)

13-11-10: DISTRICT B4, O3, O4, ORA1 AND ORA2 REGULATIONS:

Signs shall be permitted in the B4, O3, O4, ORA1 and ORA2 Districts as follows:

A. Functional Types Permitted:

1. All signs permitted in any district without a Village permit, as provided in section 13-11-6 of this chapter.
2. Business signs.
3. Construction signs, but for no longer than fourteen (14) days following completion of the construction in question.
4. Drive-through sign, but only when authorized as a special permit.
5. Identification signs.
6. Joint identification signs.
7. On site directory signs.
8. Real estate signs, large size. Real estate signs if limited to one (1) single or double faced, nonilluminated sign per zoning lot, not to exceed twenty four (24) square feet in area per sign face, and set back a minimum of twenty five feet (25') from the property line. The name, address and telephone number of the person responsible for such removal shall be marked on the sign. Real estate signs indicating that the property has sold or is under any contractual obligation shall not be permitted pursuant to this subsection. Real estate signs, large size may indicate that the property is for sale or lease. Real estate signs, large size require a village sign permit. Real estate signs, large size shall not be in place for more than twelve (12) months, at which time the sign must be removed or another permit must be issued for another twelve (12) month period. Real estate signs, large size must be constructed of quality materials and maintained in good condition. Signs not maintained in good condition may be removed by the village. Real estate signs, large size are not permitted in residential districts.

B. Structural Types Permitted:

1. Awning and canopy signs.
2. Monument signs.
3. Wall signs.

C. Number Of Signs Permitted Per Zoning Lot:

1. All signs permitted by section 13-11-6 of this chapter; plus
2. One awning sign per entrance; plus

3. One construction sign of any structural type; plus
4. One joint identification sign per zoning lot frontage; plus
5. One monument sign per street frontage for zoning lot frontage that is less than seven hundred feet (700') in length, and up to two (2) monument signs per street frontage for zoning lot frontage that is seven hundred feet (700') or more in length.
6. Two (2) on site directory signs per zoning lot frontage; plus
7. One real estate sign, large size; plus
8. One wall sign per street frontage per building, limit two (2) per building; signs must be "anchored" or oriented to a corner of the building (with the exception of the office buildings located at 1211, 1301, 1415 and 1515 22nd Street may locate their wall signs in the center of the building face), rather than placed on the center of the wall; signs must be located at the uppermost permitted signable area of the building, rather than on the lower levels, except for permitted first floor restaurant signs; signs on adjacent walls must not be "anchored" or oriented on the same corner of the building; signs may be placed on any side of the building; limit of one wall sign per building side. Signs must be of a single line of text, multiple lines of text (one above the other) are not permitted, except as approved for first floor restaurant signs.

D. Maximum Gross Surface Area Of Signs Permitted:

1. Total Sign Area: The total area of all signs on a zoning lot shall not exceed one square foot per foot of zoning lot frontage or one thousand five hundred (1,500) square feet, whichever is less; provided, however, that construction signs, real estate signs, joint identification signs, and signs allowed without permits, shall not be counted toward the total allowance gross sign surface area permitted on a zoning lot. The maximum amount of sign area shall be allocated proportionally based on the linear zoning lot frontage. For the zoning lots that contain the office buildings located at 1211, 1301, 1415 and 1515 22nd Street, the maximum permitted signage is two thousand (2,000) square feet.

2. Individual Sign Area Limitations: The following individual sign area limitations shall apply to all signs within the B4, O3, O4, ORA1 and ORA2 districts, whether counted toward the total allowable gross sign surface area established in this chapter or not:

a. Awning And Canopy Signs: Not to exceed fifty (50) square feet per sign face. No sign identifying an individual tenant of a multi-tenant building shall cover more than five percent (5%) of the wall to which it is affixed.

b. Monument Signs: Not to exceed one hundred (100) square feet per sign face, nor more than two hundred (200) square feet total.

c. Wall Signs: Not to exceed one hundred forty (140) square feet per sign face for signs mounted greater than fifty feet (50') high and not to exceed one hundred (100) square feet per sign face for signs mounted less than fifty feet (50') high, and in no case covering more than five percent (5%) of the wall to which it is affixed. For ground floor restaurants in an office building or hotel, a special permit is required to erect a wall sign.

These signs are permitted to have a maximum area of one hundred (100) square feet. The office buildings located at 1211, 1301, 1415 and 1515 22nd Street, the maximum size for wall signage is increased from one hundred forty (140) square feet to two hundred fifty (250) square feet in order to accommodate corporate names that contain a maximum of ten (10) letters. For corporate names with more than ten (10) letters, the maximum size of the wall sign will be increased by 17.5 square feet per each additional letter including spaces between names with a maximum wall sign being limited to no more than three hundred eighty five (385) square feet in size.

E. Maximum Height Of Signs Permitted:

1. Signs Without Permits: As provided in section 13-11-6 of this chapter for signs permitted pursuant to that section.

2. Awning And Canopy Signs: Twenty feet (20'); minimum height of eight feet (8') above grade.

3. Monument Signs: Ten feet (10').

4. Wall Signs: No wall sign shall extend beyond the roofline or parapet of the building to which it is affixed. No wall sign shall cover any architectural features (architectural features shall include, but not be limited to: pediment, cornice, belt course, pier, windows, pilaster, roof, decorative stone or tile inlay, kick plate/bulkhead, raised or colored brick pattern, and corbel) of the building to which it is affixed. ~~No wall sign shall be affixed to HVAC screening, elevator overrun, or other features protruding from the roof of the structure, with the exception of building parapets which have been designed and integrated into the building's architecture and which are in line with and not set back from the perimeter facade of the building.~~ For ground floor restaurants requiring a special permit, wall signs shall be no higher than thirty feet (30') in height and located only on the first floor of the building.

F. Minimum Setback Required:

1. Signs Without Permits: As provided in section 13-11-6 of this chapter for signs permitted pursuant to that section.

2. Monument Signs: Five feet (5') from the right of way and three feet (3') from parking areas or driveways. "Sight triangles" shall be maintained to ensure safety.

3. Temporary Sign: Five feet (5').

G. Illumination:

1. Signs Without Permits: Signs permitted in section 13-11-6 of this chapter shall be illuminated only as permitted in that section.

2. Awnings And Canopies: Shall be illuminated using a direct light source. Direct illumination shall be aimed at the exterior of the awning/canopy.

3. Monument Signs: Monument signs shall be backlit, directly lit, or internally illuminated. All letters must be individually affixed. Any direct light source shall be concealed from view from the right of way.

4. Wall Signs: Letters shall be individually affixed to walls of a building and be either internally illuminated or backlit. All wall signs mounted above thirty feet (30') shall consist of internally illuminated or backlit lettering that is one consistent color for all letters of the sign. Wall signs mounted above thirty feet (30') shall consist of the business name only and not include slogans, tag lines, or other wording. Wall signs mounted above thirty feet (30') may also include the company's primary registered or trademarked logo, ~~which must be no taller than the height of the lettering of the wall sign. (Ord. G-916, 1-12-2010).~~

13-11-11: DISTRICT ORA3 REGULATIONS:

Signs shall be permitted in the ORA3 district as follows:

A. Illumination: All sources of light, whether by direct exposure, surface reflection or transmission, shall be shielded so that the source of light is not visible from any adjacent residentially zoned property.

B. Ground Signs:

1. There may be a total of not more than two (2) freestanding signs having an area not to exceed, in the aggregate, two hundred forty (240) square feet. The signs must be located:

- a. Along the boundary streets;
- b. At the principal entrance and in the required yard; and
- c. Not less than ten feet (10') from any street right of way line; provided, however, that one additional ground sign not to exceed ten (10) square feet may be placed at a service entrance location.

C. Directional And Identification Signs: There may be an unlimited number of directional signs not larger than six (6) square feet and there shall be not more than one identification sign per building not larger than ten (10) square feet in addition to the other signs permitted by this chapter.

D. Other Signage: Development plans governing developments which include a minor parcel separated by a public street from the major parcel included in the development may provide for such other signage to be located on such separated minor parcel as is reasonably necessary to identify the facilities to be located thereon, the entrance thereto, and/or to provide for safe access thereto; provided, however, that such signage shall not exceed: 1) one ground sign no closer than ten feet (10') from the adjoining right of way line primarily visible from the public street separating the minor parcel from the major parcel; and 2) one double faced ground sign located at the principal entrance to such separated minor parcel; and, provided further, that the total area of all such signs shall not exceed ninety (90) square feet and no individual sign facing shall exceed thirty (30) square feet in area. (Ord. G-916, 1-12-2010)

13-11-12: DISTRICT R1, R2, R3, ~~AND~~ R4 and CR REGULATIONS:

Except where exempted by this chapter, all of the following residential signs require permits from the village. Signs shall be permitted in the R1, R2, R3, ~~and~~ R4, and CR districts as follows:

A. Nameplates And Signs: A nameplate for a single-family dwelling shall not exceed one hundred twenty (120) square inches in area. For a multiple-family dwelling, a nameplate shall not exceed four (4) square feet in area, and may indicate the names, addresses and telephone numbers of the building and/or the rental agents. A nameplate may be illuminated by nonflashing direct or indirect illumination.

B. For Sale Signs: One unilluminated ground sign, not more than six (6) square feet in area may be located in a front yard or side yard adjoining a street and shall be located not closer than ten feet (10') from a street and/or side lot line.

C. Signs For Nonresidential Uses (Excluding Home Occupation Signs Which Are Prohibited): Identification signs for nonresidential uses shall be permitted in accordance with the following regulations:

1. Illumination: One identification sign affixed flat against a building wall and one ground sign, which in both cases may be illuminated by nonflashing direct or indirect illumination and shielded so that the source of light cannot be seen at any point within a residential district, may be erected along each street frontage. For an educational institution, the sign may contain not only the name of the institution, but may also announce events or activities occurring at the institution.

2. Sign Area; Setbacks: Each sign shall be limited in area to not more than sixteen (16) square feet and shall not project higher than ten feet (10') above ground grade. No ground sign shall be located nearer than eight feet (8') from the nearest interior lot line nor closer to the front lot line than one-half (1/2) the depth of the required front yard except:

a. A directional sign shall be not more than nine (9) square feet in area and shall not be located nearer than ten feet (10') from a street line; and

b. A sign for an educational institution shall not be located nearer than ten feet (10') from a front lot line.

3. Churches In The R2 District:

a. In the R2 district, a church where the lot, parcel or tract of land is ten (10) acres or more, shall be permitted one freestanding principal sign, limited in area to not more than forty five (45) square feet on each of two (2) outward facing sides and may be illuminated according to this code, and shall not project higher than ten feet (10') above grade, and not located nearer than eight feet (8') from the nearest lot line.

b. In the R2 district, a church where the lot, parcel or tract of land is ten (10) acres or more, shall be permitted one identification wall sign per street frontage with the name,

logo and symbol, affixed against a building wall and projecting out to twelve inches (12") and may be illuminated according to this code, limited in area to not more than two hundred (200) square feet.

c. In the R2 district, a church where the lot, parcel or tract of land is ten (10) acres or more, shall be permitted entrance monument signs containing its name, logo and symbol and directional instructions at its full access drives, and may be illuminated according to this code for safety purpose and limited in area to not more than twenty five (25) square feet on each of two (2) sides and shall not project higher than six feet (6') above grade.

D. Temporary Ground Signs: Temporary ground signs for residential subdivisions shall be permitted in accordance with the following:

1. Signs may be erected along each thoroughfare or highway frontage of the development not less than one thousand feet (1,000') apart.

2. Such signs shall not exceed two hundred forty (240) square feet in area each, and shall contain only the names, addresses and telephone numbers of the development and the sales or rental agents, and types, prices, and location of dwelling units.

3. Such signs:

a. May be illuminated with nonflashing illumination shielded so that the source of light cannot be seen;

b. Shall not project higher than fifteen feet (15') above ground grade;

c. Shall not be located nearer than thirty feet (30') from a lot line; and

d. Shall be removed within thirty (30) days after completion of the development.

E. Additional Ground Signs: Additional ground signs may be used on lots containing model homes being offered for sale or rent to:

1. Identify the name and price of each house, not to exceed twelve (12) square feet in area.

2. Provide directional and safety information, not to exceed two (2) square feet in area.

3. No more than one such sign is permitted on any single lot except a maximum of two (2) signs will be permitted on corner lots, so that one sign can be located along each street frontage. The maximum size of these signs is six (6) square feet each. (Ord. G-916, 1-12-2010; Ord. G-1096, 1-24-2017)

~~13-11-13: SIGNS FOR HANDICAPPED PARKING:~~

~~—A. Accessible Parking is Required to comply with the Illinois Accessibility code. : All facilities, which provide parking, shall provide accessible parking in compliance with the~~

~~provisions of the Illinois accessibility code of the capital development board, as amended, and of the federal Americans with disabilities act.~~

~~—B. Required Minimum Number Of Off Street Accessible Parking Spaces: The required minimum number of accessible parking spaces shall be in accordance with section 400.320 of the Illinois accessibility code and the Americans with disabilities act (ADA) accessibility guidelines.~~

~~—C. Location Of Parking And Passenger Loading Zones: Accessible parking spaces for disabled and accessible passenger loading zones that serve a particular building shall be the spaces or zones located closest to the nearest accessible entrance on an accessible route. In separate parking structures or lots that do not serve a particular building, parking spaces for disabled persons shall be located on the shortest possible circulation route to an accessible pedestrian entrance of the parking facility.~~

~~—D. Dimensions, Marking And Signage Of Accessible Parking Spaces: Each parking space shall be at least sixteen feet (16') wide including an eight foot (8') wide access aisle, and adjacent parking spaces shall not share a common access aisle. All access aisles shall meet at a common level with an accessible route and shall be diagonally striped.~~

~~—1. Sized, Marked And Signed Spaces: Accessible parking spaces shall be sized, marked and signed in accordance with subsection 13-12-3C of this title and exhibits A, B and C in this section.~~

~~—2. Environmentally Limited Person Space: Each parking space designated as reserved for environmentally limited persons shall be equipped with a sign which complies with section 11-301 of the Illinois rules of the road 1 and meets the requirements of sign R7-8 (U.S. department of transportation standard). The sign shall be the Illinois standard R7-8 reserved parking sign and R7-1101 \$250.00 fine sign (Illinois MUTCD). (See exhibits B and C in this section for description of above referenced signs.)~~

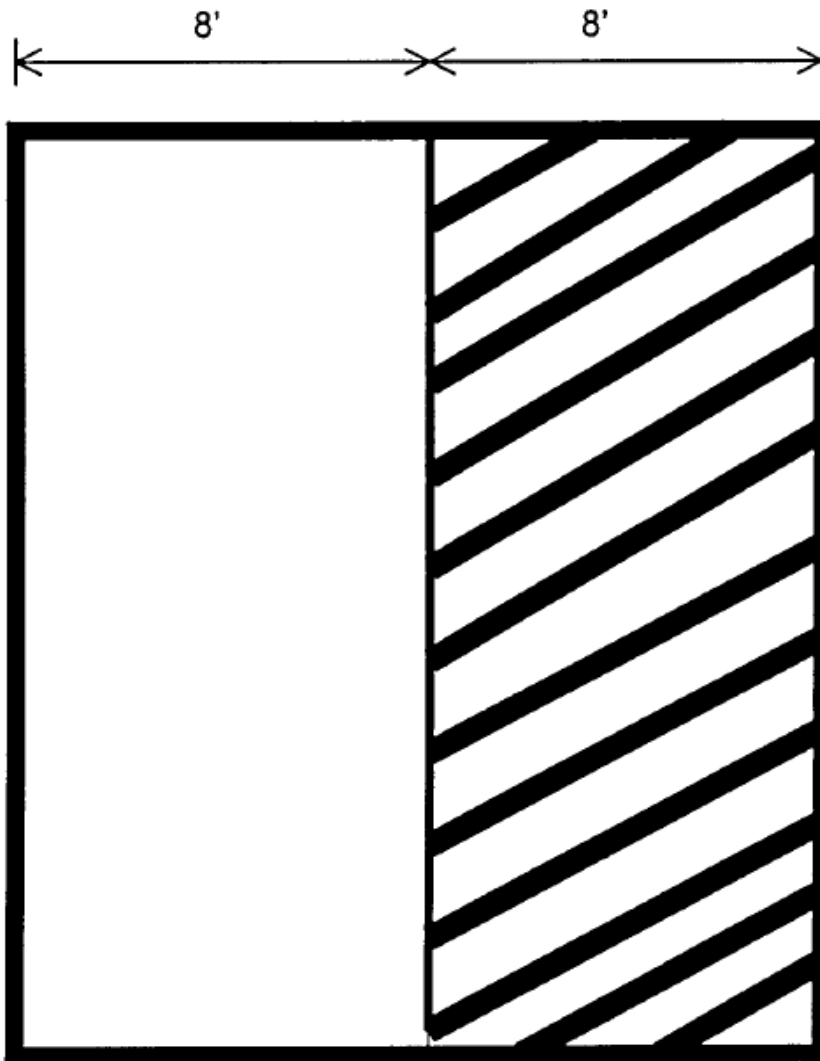
~~—3. Mounting Of Signs: Signs shall be vertically mounted on a post or a wall at front center of the parking space, no more than five feet (5') horizontally from the front of the parking space, and set a minimum of four feet (4') from the finished grade to the bottom of the sign.~~

~~—4. Exhibits:~~

~~—EXHIBIT A~~

~~—WIDTH AND PAVEMENT MARKINGS~~

For minimum depth, see Section XI (E)(14)



COLORS

NONE SPECIFIED IN THE ILLINOIS VEHICLE CODE

~~Effective October 1, 1992, all parking spaces reserved for the handicapped, except those reserving on street parking areas, shall be at least 16 feet wide, including an 8 foot wide access aisle. Adjacent handicapped parking spaces shall not share a common access aisle. All access aisles shall blend to a common level with an accessible route and should be diagonally striped (Illinois accessibility code, section 400.310(c)(2)).~~

~~— EXHIBIT B~~

~~— HANDICAPPED PARKING SIGN~~



R7-8

DIMENSIONS (INCHES)

COLORS

LEGEND AND BORDER - GREEN
 WHITE SYMBOL ON BLUE
 BACKGROUND
 BACKGROUND - WHITE

REDUCE SPACING 50%
 SEE APPENDIX "E" FOR
 SYMBOL PROPORTIONS
 SIGN R 7-8

Effective January 1, 1985, public act 83-1316 amended section 11-301 of the "Illinois vehicle code" to require handicapped parking signs (for parking lots subject to "the Illinois vehicle code") to comply with the R-7-8 sign show below (U.S. department of transportation standard). Existing signs may remain, but their useful lives shall not be extended by other means than normal maintenance.

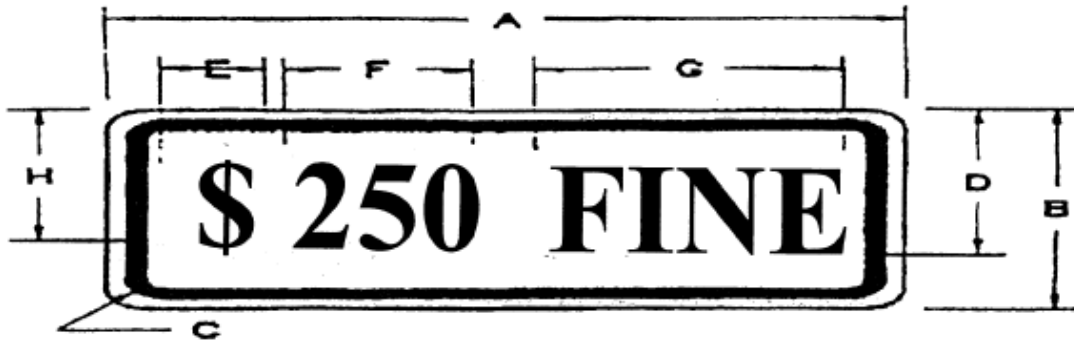
~~—EXHIBIT C~~

~~—SIGN REQUIRING "\$250-FINE"~~

~~—ILLINOIS STANDARD~~

~~—R7-I101~~

SIGN REQUIRING "\$250-FINE"
ILLINOIS STANDARD
R7-I101



COLOR: LEGEND AND BORDER
BACKGROUND

GREEN NON-REFLECTORIZED
WHITE REFLECTORIZED

SIGN SIZE	DIMENSIONS							
	A	B	C	D	E	F	G	H
6X12	12.0	6.0	1.5	4.5	1.1	3.0	5.5	3.0

SIGN SIZE	SERIES Lines	Mar- gin	Border	BLK Std
6X12	'2C3B	0.37	0.37	B5-125

All dimensions in inches.
To be used with R7-8

~~(Ord. G 695, 3-26-2002; Ord. G 836, 5-22-2007; Ord. G 916, 1-12-2010)~~

Notes

13-11-13: CHANGEABLE ELECTRONIC COPY SIGN REGULATIONS:

Changeable Copy, Electronic Signs shall only be permitted to governmental bodies (i.e., school, park, municipal districts) on publicly owned/ public easement land in the CR, B-2, B-3, or R-3 Districts. The following conditions and restrictions shall apply:

1. There shall be a maximum of one (1) Changeable Copy, Electronic Sign per lot or parcel.

One Changeable Copy, Electronic Sign per lot or parcel may be substituted for a permitted Freestanding Sign provided that:

- a. The sign shall be not less than three hundred (300) feet from any residentially zoned property which is used for residential purposes;
- b. In the CR and R-3 Districts, the total sign display shall not exceed fifty (50) square feet of surface area. In the B-2 and B-3 Districts, the total sign display area shall not exceed one hundred (100) square feet of surface area.
- c. In the CR and R-3 Districts, the Changeable Copy, Electronic portion of the sign display shall not exceed twenty (20) square feet of surface area. In the B-2 and B-3 Districts, the Changeable Copy, Electronic portion of the sign display shall not exceed Fifty (50) square feet of surface area.
- d. In the CR and R-3 Districts, the maximum height of the sign shall not exceed ten (10) feet. In B-2 and B-3 Districts, the maximum height of the sign shall not exceed fifteen (15) feet.
- e. The minimum right-of-way setback shall be five (5) feet.
- f. The sign shall be located on an arterial or collector street as identified by the Oak Brook transportation plan phase II report dated January 1971.
- g. The Changeable Copy, Electronic Sign face must be fully blocked from adjoining residential properties via year-round landscaping.
- h. The base of all permanent ground signs shall be landscaped least three feet (3') beyond all sign faces. (See section 13-11-4 B.)
- i. The sign must relate to use(s), occupant(s), and/or activity(ies) located on the public property on which the sign is located or to general community-based messaging.

- j. Each message shall be displayed at least ten (10) seconds before the next message is displayed.
- k. There shall be a time delay of no less than two (2) seconds between complete messages and there shall be no time delay between frames of a single message.
- l. Scrolling of messages and/ animation is prohibited.
- m. The letters, words, and/or symbols shall be designed and located so that the entire message is legible to motorists intended to view it.
- n. The sign shall be constructed from non-reflective materials and illuminated in a manner that does not create a glare.
- o. The amount of text shall be limited so as to display a message that is legible to motorists intended to view it.
- p. Maximum brightness levels shall not exceed 5,000 nits when measured from the sign's face at its maximum brightness, during daylight hours, and 500 nits when measured from the sign's face at its maximum brightness between dusk and dawn. Electronic changeable copy signs shall include a fully operational light sensor that automatically adjusts the intensity of the graphic according to the amount of ambient light.
- q. The sign shall be equipped with an automatic off switch when the sign is malfunctioning or has missing light fields.



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 Special Meeting
of
June 25, 2024

SUBJECT: ORDINANCE S-1698 Travel Reimbursement Policy in Accordance with the Local Government Travel Expense Control Act

FROM: Marilyn Fumero, Finance Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to approve Ordinance S-1698, An Ordinance Adopting a Travel Reimbursement Policy in Accordance with the Local Government Travel Expense Control Act.

Background/History:

On July 22, 2016, Governor Rauner signed Public Act 099- 0604, the Local Government Travel Expense Control Act into law. This law requires all non-home rule units of local government, including municipalities, school districts, special districts and community college districts, to regulate travel expenses at the board level. Thus, every covered unit of local government must adopt a resolution or ordinance that, at a minimum, contains the following provisions:

- Allowed reimbursable activities (conference attendance, travel for business meetings, etc.);
- The maximum amount that the unit of local government will reimburse for travel, meal and lodging expenses, and;
- A standardized form for documenting travel, meal or lodging expenses, as well as the nature of the official business for which reimbursement is sought.

In addition, travel, meal, or lodging expenses may not be approved unless the minimum documentation requirements have been met. This law went into effect on January 1, 2017. The Village of Oak Brook passed Ordinance S-1497 to codify the then current travel policy per state statute.

The attached ordinance updates certain language to reflect current procedures and IRS rates. The Village Travel Reimbursement Policy was updated as follows:

- Section C. Authorized Types of Official Business - Added, any travel outside the 48 contiguous states requires written authorization from the Village Manager.
- Section D. Categories of Expenses.
- Personal Automobiles – Mileage reimbursement calculation was simplified to ensure timely and consistent processing. Reimbursement is based on the current IRS mileage rate and will be calculated from the employee's workplace to and from a training event and/or off-site official business location.
- Public Transportation – was removed from updated policy, the use of public transportation is included in another Transportation line item.
- Meals – Removed \$50.00 maximum and added reimbursed per IRS per diem rates.

Recommendation:

Staff recommends the Village Board approve Ordinance S-1698, An Ordinance Adopting a Travel Reimbursement Policy in Accordance with the Local Government Travel Expense Control Act.

Attachments:

1. Ordinance S-1698
2. Village of Oak Brook Training-Travel Approval Form

**AN ORDINANCE ADOPTING A TRAVEL REIMBURSEMENT
POLICY IN ACCORDANCE WITH THE LOCAL GOVERNMENT
TRAVEL EXPENSE CONTROL ACT**

WHEREAS, the Village of Oak Brook is a non-home rule unit of local government ("Village"); and

WHEREAS, Public Act 099-0604, effective January 1, 2017, established the Local Government Travel Expense Control Act which requires all non-home units of local government to adopt by resolution or ordinance a policy governing reimbursement of all travel, meal, and lodging expenses of officers and employees; and

WHEREAS, the Village Board finds it to be in the best interest of the Village to adopt a policy in compliance with the new law.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK BROOK, DUPAGE AND COOK COUNTIES, ILLINOIS, as follows:

SECTION 1. The above recitals are incorporated into and made part of this Ordinance.

SECTION 2. The Village adopts the "Reimbursement of Travel, Meal and Lodging Expenses Policy" attached as Exhibit A.

SECTION 3. All ordinances, resolutions, and regulations in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4. This Ordinance is effective on and after adoption, approval, and publication in pamphlet form if required by law.

APPROVED THIS 25th day of June, 2024

Laurence E. Herman
Village President

PASSED THIS 25th day of June, 2024

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Netasha Scarpiniti
Village Clerk

EXHIBIT A

Reimbursement of Travel, Meal and Lodging Expenses Policy

A. Purpose.

The Village of Oak Brook ("Village") will reimburse employee and officer travel, meal, and lodging expenses incurred in connection with pre-approved travel, meal, and lodging expenses incurred on behalf of the Village. Employees and officers are expected to exercise the same care in incurring expenses for official business as a prudent person would in spending personal funds.

B. Definitions.

"Entertainment" includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless ancillary to the purpose of the program or event.

"Travel" means any expenditure directly incident to official travel by employees and officers of the Village involving reimbursement to travelers or direct payment to private agencies providing transportation or related services.

C. Authorized Types of Official Business.

Travel, meal and lodging expenses will be reimbursed for employees and officers of the Village only for purposes of official business conducted on behalf of the Village. These include but are not limited to off-site or out-of-town meetings related to official business and pre-approved seminars, conferences and other educational events related to the employee's or officer's official duties. If you are unsure whether the expense is reimbursable, please contact the Village Manager. Any travel outside of the continental 48 states requires written authorization from the Village Manager.

D. Categories of Expenses.

1. **Airfare** – Travelers are expected to obtain the lowest available airfare that reasonably meets business travel needs. Travelers are encouraged to book flights at least 30 days in advance to avoid premium airfare pricing. Only coach or economy tickets will be paid or reimbursed. The traveler will pay for the difference between higher priced tickets and coach or economy tickets with his or her personal funds.
2. **Personal Automobiles** – Mileage reimbursement will be based on mileage from the work location office to the off-site location of the official business, not from the employee's or officer's residence. An employee or officer will be reimbursed at the prevailing IRS mileage rate. The traveler will only be reimbursed up to the price of a coach airfare ticket if they drive to a location for which airfare would have been less expensive. Travelers attending a conference or seminar who work under a collective bargaining agreement may be covered by the language in that agreement concerning automobile travel.
3. **Automobile Rentals** – Travelers will be reimbursed for the cost of renting an automobile including gasoline expense only as provided in this section. Travelers using rental cars to conduct official business are required to purchase insurance through the rental agency. Car rental insurance will cover the vehicle during personal use, e.g., using the vehicle after the conference has ended. Compact or mid-size cars are required for two or fewer employees or officers traveling together and a full-size vehicle may be used for three or more travelers. The traveler must refuel the vehicle before returning it to the rental company.

4. **Other Transportation** – In the case of local training or official business where an employee or officer chooses to use public transportation, reimbursement is based on the actual cost of using public transportation, receipt required for reimbursement. The traveler should utilize hotel shuttle service or other shuttle services, if available. If none are offered, the use of the most economic transportation is encouraged.
5. **Hotel/Motel Accommodations** – The traveler will be reimbursed for a standard single-room at locations convenient to the business activity. Only standard single rooms will be paid or reimbursed. The traveler will pay for the difference between higher priced rooms and a single standard room with his or her personal funds. Multiple travelers will each have their own accommodations.

In the event of a change in plans or a cancellation, the traveler must cancel the hotel/motel reservation as soon as possible so as not to incur cancellation charges whenever possible. Cancellation charges will not be reimbursed by the Village unless approved by the Village Manager.

6. **Meals** - Meal reimbursement for breakfast, lunch and dinner is limited to a maximum amount based on IRS per diem rates.
7. **Vacation in Conjunction with Business Travel** – In cases where vacation time is added to a business trip, any cost variance in airfare, car rental, lodging and/or any other expenses must be clearly identified on the Travel, Meal, and Lodging Expense Report form and paid by the traveler.
8. **Accompanied Travel** – When a traveler is accompanied by others not on official business, any lodging, transportation, meals or other expenses above those incurred for the authorized traveler will not be reimbursed by the Village.
9. **Parking** – Parking fees at a hotel/motel, conference center, or other site will be reimbursed only with a receipt.
10. **Tolls** – Tolls required for travel to and from a conference or seminar will be reimbursed only with a receipt.

E. Approval of Expenses.

1. **Expenses for Members of the Village Board.** Travel, meal, and lodging expenses incurred by any member of the Village Board must be approved by roll call vote at an open meeting of the Village Board. The maximum allowable reimbursement for travel is \$1,500. The maximum allowable for lodging is \$2,500.
2. **Expenses for Officials or Employees Other than Members of the Village Board.** Travel, meal, and lodging expenses incurred by any official or employee, who is not a member of the Village Board, in excess of the maximum dollar amount set forth in Paragraph E.1., must be previously approved in an open meeting by a majority roll-call vote of the Village Board. The Village will not pay for spouses or guests.
3. **Advanced Expenses.** Travel, meal, and lodging expenses advanced as a per diem to any employee or official of the Village must be approved by roll call vote at an open meeting of the Village Board prior to payment. Documentation of expenses must be provided in accordance with Sections C, D and F of this policy, and any excess from the per diem must be repaid.
4. **Other Expenses.** All other expenses that do not fall within paragraphs E.1, E.2, or E.3 are subject to the Village Manager's approval.

F. Documentation of Expenses.

Before an expense for travel, meals, or lodging may be approved under Section E of this Policy, the following minimum documentation must first be submitted, in writing, to the Village Manager on a Travel, Meal, and Lodging Expense form:

1. an estimate of the cost of travel, meals, or lodging if expenses have not already been incurred or a receipt for the travel, meals, or lodging if expenses have already been incurred;
2. the name of the individual who received or is requesting the travel, meal, or lodging expense reimbursement;
3. the job title or office of the individual who received or is requesting the travel, meal, or lodging expense reimbursement; and
4. the date or dates and nature of the official business for which the travel, meal, or lodging expense was or will be expended.

G. Non-Reimbursable Expenses.

The following expenses are non-reimbursable:

- a. Alcoholic Beverages
- b. Entertainment expenses unless ancillary to the purpose of the program, event or other official business
- c. Late check-out and room guarantee charges
- d. Parking tickets or other traffic citations
- e. Meals for other individuals

All documents and information submitted in connection with this Policy are public records subject to disclosure under the Freedom of Information Act.

H. Travel, Meal, and Lodging Expense Report Form.

The Village hereby adopts as its official standardized form for the submission of travel, meal, and lodging expenses the Travel, Meal, and Lodging Expense Report form attached hereto and incorporated herein as Attachment 1.

Within ten (10) days after the return from travel, or in the absence of travel within ten (10) days after incurring the expense, the Board Member or Village employee must complete the Travel, Meal and Lodging Expense Reimbursement Form supported by the required documentation and submit the form to the Village Manager for approval. Any travel reimbursement submitted after ten (10) days must include an explanation of the delay. Only delays caused by reasonable circumstances will be approved for reimbursement.

ATTACHMENT 1

Travel, Meal, And Lodging Expense Report Form



Authorization to Travel Form and Expense Detail

Travel authorization is a two-part process: 1) Approval of all travel in advance; and 2) expense reporting following completion of the trip. This is a summary of the policies and procedures outlined in the Village of Oak Brook's Purchasing Policies and Personnel Manual. Please read the manual for further detail pertaining to travel and travel reimbursable expenses. *Authorization to Travel Forms and Expense Detail Reports are to be completed by each individual traveler.*

Part One – Authorization to Travel

All travel requiring an overnight stay must be approved in advance by the following:

1. Department Head
2. Director of Finance
3. Village Manager

This applies to all travel, even if the travel has been budgeted. Authorization to travel can only be obtained once the top portion of the attached form is completed and signed by the above-mentioned parties. Payments for all expenses associated to travel will not be paid unless an Authorization to Travel Form has been approved.

Authorization to travel forms should have accurate information based on research of travel costs and accommodations. In order to be approved for travel the employee must have the Authorization to Travel Form completed at least thirty (30) days in advance of the date needed.

Village credit cards may be used to pay for travel related expenses. *All expenses require receipts in order to be reimbursed by the Village of Oak Brook.*

Part Two – Expense Reporting

Employees should make travel arrangements which seek to facilitate efficient and timely travel while maintaining reasonable costs. Employees are encouraged to utilize the travel arrangements and rates generally secured by the sponsor of the conference or seminar. Employees are also encouraged to seek government discounts when available.

Employees are encouraged to seek flights which generally facilitate the efficient and timely attendance for the business purpose of the travel. All airfare at Village expense will be limited to coach/economy class. Upgrades above coach/economy class will be paid by the employee.

Ground Transportation should be arranged if possible. Public transportation is reimbursable and does not require a receipt unless one can be obtained. Taxis

and/or ride-sharing companies can be used when alternatives like airport and hotel ground transportation are unavailable. A receipt is required for transportation costs. Rental vehicles must be approved in advance by the Department Head, Director of Finance, and Village Manager. A receipt is required for rental vehicle costs. If a personal vehicle is used, the employee will be reimbursed at the IRS authorized rate for mileage. Toll charges and parking fees are reimbursable with receipts only.

Meals are reimbursed by the Village and detailed receipts are required. The Village will not pay for alcohol.

The Village reimburses employees for all reasonable expenses due to business travel. Exclusions include travel expenses for family members, personal travel in addition to business travel, and other expenses including laundry, personal entertainment, insurance, haircuts, shoes shines, repairs on personal vehicles, and traffic violations and associated court costs.

Authorization to Travel Expense Reports are due to the Finance Department within ten days of return from travel. All receipts must be attached for reimbursement.

VILLAGE OF OAK BROOK

INSTRUCTIONS FOR PART 1 – AUTHORIZATION TO TRAVEL FORM

Complete this section for all overnight travel and forward to the Finance Director thirty days prior to travel. Approval is needed for travel and travel advances. Include a descriptive brochure or program, if available.



1. EMPLOYEE NAME:		TITLE:		DEPARTMENT	ACCOUNT NO.
PURPOSE OF TRAVEL:				ESTIMATED EXPENSES:	
DESTINATION	NUMBER OF DAYS – ()			<u>Prepaid by Village</u>	<u>Village P-Card</u>
MODE OF TRAVEL	DEPARTURE DATE	RETURN DATE	Transportation		
DEPARTMENT RECOMMENDED			Lodging		
DEPARTMENT HEAD	DATE		Meals		
CERTIFICATION OF FUNDS:			Registration		
FINANCE DIRECTOR	DATE		Miscellaneous		
TRAVEL AUTHORIZED			Total Estimate		
VILLAGE MANAGER	DATE		Total Prepaid P- Card		
			Estimated Pending Cost		

INSTRUCTION FOR PART II –TRAVEL EXPENSE REPORT:

Complete within five days after return and forward to Finance Director. Attach original receipts for each item.

II. Expense Report	SUN	MON	TUE	WED	THU	FRI	SAT	Total
Dates	/ /	/ /	/ /	/ /	/ /	/ /	/ /	
Transportation								
Air								
Rental Vehicle								
Personal Vehicle Mileage Refund								
Bus/Train/Taxi/Subway								
Tolls/Parking								
Lodging								
Meals								
Breakfast								
Lunch								
Dinner								
Total								
Registration Fees								
Miscellaneous (detail below)								
Total Cost of Trip								
Less Total Paid Directly by Village								-
Less Total Paid via Village P-Card								-
Amount Due TO <FROM> Employee =								
I certify that the foregoing expenses were incurred in the conduct of Village Business			APPROVED:			APPROVED:		
EMPLOYEE		DATE	DEPT. HEAD	DATE	FINANCE DIR.	DATE		



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 Special Meeting
of
June 25, 2024

SUBJECT: An Ordinance Amending the 2024 Classification, Salary and Salary Administration Policy

FROM: Shelley Henn, Benefits Administrator
Greg Summers, Village Manager
Jacob Post, Head Librarian

BUDGET SOURCE/BUDGET IMPACT: \$4,611.55 from the 531 Library Account

RECOMMENDED MOTION: I move that the Village Board approve ORDINANCE S-1699 an Ordinance Amending the 2024 Classification, Salary, and Salary Administration Policy.

Background/History:

A part-time Reference Librarian position became available at the Oak Brook Public Library on March 9, 2024, as a result of the resignation of a longtime library staff member obtaining full-time employment elsewhere. Recruitment efforts for qualified candidates at the part-time position level have been unsuccessful despite both broad and targeted advertising efforts. After careful review and consideration, the Library has recognized a different solution to staffing concerns and coverage.

The Library proposes combining the existing part-time Library Assistant (Grade 14) position and the currently budgeted, open Reference Librarian (Grade 19) position into one full-time Library Program Coordinator (Grade 18) position. This staffing adjustment will provide better customer service, streamline operations, enhance security, and provide staffing stability.

Responsibilities

The newly created position will allow one staff member to oversee and coordinate both the youth and adult programs for patrons. The position creates the opportunity to be readily available to attend outreach opportunities at schools and other events throughout the community. The position will provide coverage at either the youth or adult service desk, and handle promotional materials and social media posts for library programs increasing timely information distribution and consistent branding. Increasing full-time staffing levels allows for greater library security as

this position would be trained to be another staff member in charge for night and weekend shifts.

Selection

An existing part-time library staff member has been identified as able to excel at this role with minimal additional training necessary prior to realizing an increase in service levels organizationally. The identified candidate has worked part-time at the Library for almost 10 years, during which time the employee has taken on various responsibilities and projects. The employee has continually exceeded expectations while providing excellent customer service to the Library's patrons.

Financial Impact

For the remainder of FY2024 (six months) the cost of this staffing adjustment, including all benefits, is anticipated to be \$4,611.55.

The long-term financial ramification is increasing the number of full-time Library employees from 5 to 6 (which reducing part-time staffing as an offset). This investment in full-time staffing has been made before at the Library. In 2008 the Library had 9 full-time employees. The Library last had 6 full-time employees in 2019.

Other Considerations

Merging two part-time positions into one full-time position at the Library positively impacts operations by reducing turnover and creating opportunities for existing staff to concentrate on core responsibilities. Library staff will be less constrained when taking on additional projects benefiting the Library, the Village, and ultimately the residents of Oak Brook.

Changes to the 2024 Classification, Salary, and Salary Administration Policy

To enact the staffing adjustment, the Board must amend the 2024 Classification, Salary, and Salary Administration Policy. The attached chart shows the changes to the policy which include the creation of the Program Coordinator position. Included as a matter of housekeeping are elimination of listed positions related to an outdated library staffing model.

Recommendation:

Staff recommends that the Village approve ORDINANCE S-1699 An Ordinance Amending the 2024 Classification, Salary, and Salary Administration Policy.

Attachments:

1. Ordinance S-1699 Ordinance Amending the 2024 Classification, Salary and Salary Administration Policy with Exhibit A

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
2024-PSTN-COMP-SAP-EX-S-1699

**AN ORDINANCE AMENDING THE 2024
CLASSIFICATION, SALARY AND SALARY
ADMINISTRATION POLICY**

LAURENCE 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 25th day of June 2024

**AN ORDINANCE AMENDING THE 2024 CLASSIFICATION, SALARY
PLAN AND SALARY ADMINISTRATION POLICY**

WHEREAS, pursuant to the Village of Oak Brook Personnel Manual, the Village endeavors to compensate its employees fairly and competitively, and therefore has established a Position Classification and Salary Plan in Appendix A to the Village's current Personnel Manual ("**Salary Plan**"); and

WHEREAS, the Village Manager has recommended that changes be made to the salary ranges, amounts, and structure in the Salary Plan, as set forth in **Exhibit A** to this Ordinance; and

WHEREAS, the Village Manager also recommends the approval of these changes to the Salary Plan to be effective as of June 25, 2024; and

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK BROOK, DUPAGE AND COOK COUNTIES, ILLINOIS, as follows:

Section 1. That the Village Manager's recommendation with regard to changes in the Salary Plan is hereby accepted and those changes as reflected in Exhibit A hereto are approved.

Section 2. That all or any part of the Salary Plan that is not affected by the terms of Exhibit A hereto shall remain in full force and effect.

Section 3. That this resolution shall be in full force and effect force and after its passage, approval and publication as required by law.

Section 4. That all ordinances, resolution or motions in conflict with the provisions of this resolution be and the same are hereby repealed to the extent of such conflict.

APPROVED THIS 25th day of June 2024

Laurence Herman
Village President

PASSED THIS 25th day of June 2024.

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Netasha Scarpiniti

AMENDED FY2024

Position Title	Grade	Minimum	Midpoint	Maximum
Village Manager	42	167,328.84	196,857.71	226,386.57
Assistant Village Manager	39	144,544.99	170,053.11	195,561.24
Finance Director	37	131,106.44	154,243.31	177,379.12
Information Technology Director	37	131,106.44	154,243.31	177,379.12
Community Development Director	37	131,106.44	154,243.31	177,379.12
Police Chief	37	131,106.44	154,243.31	177,379.12
Fire Chief	37	131,106.44	154,243.31	177,379.12
Director of Public Works / Engineering	37	131,106.44	154,243.31	177,379.12
Sports Core Director	35	118,917.09	139,903.33	160,888.51
Assistant Information Technology Director	34	113,255.27	133,241.31	153,227.35
Deputy Police Chief	34	113,255.27	133,241.31	153,227.35
Deputy Fire Chief	34	113,255.27	133,241.31	153,227.35
Public Works Superintendent	34	113,255.27	133,241.31	153,227.35
Battalion Chief	33	107,861.37	126,896.59	145,930.76
Assistant Finance Director	32	102,725.91	120,853.39	138,981.93
Chief Building Official	32	102,725.91	120,853.39	138,981.93
Head Librarian	32	102,725.91	120,853.39	138,981.93
Golf Course Superintendent	32	102,725.91	120,853.39	138,981.93
Police Sergeant	31	102,725.91	123,092.13	143,458.34
Information Systems Administrator	29	88,737.89	104,397.45	120,057.02
Financial Services Coordinator	29	88,737.89	104,397.45	120,057.02
Village Planner	28	84,512.28	99,425.90	114,340.57
Regulatory Engineer	28	84,512.28	99,425.90	114,340.57
Senior Accountant	27	80,488.38	94,691.78	108,895.18
HR Benefits Administrator	27	80,488.38	94,691.78	108,895.18
Golf Course Professional	27	80,488.38	94,691.78	108,895.18
Bath and Tennis Manager	27	80,488.38	94,691.78	108,895.18
Street Maintenance Supervisor	27	80,488.38	94,691.78	108,895.18
Water Maintenance Supervisor	27	80,488.38	94,691.78	108,895.18
Fleet & Facilities Supervisor	27	80,488.38	94,691.78	108,895.18

Accountant	25	73,004.78	85,888.59	98,771.36
Management Analyst	25	73,004.78	85,888.59	98,771.36
Purchasing and Budget Coordinator	25	73,004.78	85,888.59	98,771.36
Executive Assistant	25	73,004.78	85,888.59	98,771.36
Building Inspector	25	73,004.78	85,888.59	98,771.36
Head of Reference Services	25	73,004.78	85,888.59	98,771.36
Planning Technician	24	69,528.26	81,798.51	94,067.71
Senior Permit Coordinator	23	66,217.74	77,902.79	89,588.90
Technical Services Supervisor	22	63,064.82	74,193.04	85,322.31
Youth Services Supervisor	22	63,064.82	74,193.04	85,322.31
Public Services Supervisor	22	63,064.82	74,193.04	85,322.31
Circulation Services Supervisor	22	63,064.82	74,193.04	85,322.31
Mechanic (Golf Course)	22	63,064.82	74,193.04	85,322.31
Senior Purchasing Assistant	21	60,061.08	70,660.84	81,259.54
Senior Accounting Assistant	21	60,061.08	70,660.84	81,259.54
Administrative Coordinator	21	60,061.08	70,660.84	81,259.54
Senior Administrative Assistant	20	57,201.28	67,295.68	77,390.09
Community Service Officer	20	27.51	32.35	37.20
Senior Administrative Assistant (PT)	20	27.51	32.35	37.20
Lead Police Records Clerk	20	57,201.28	67,295.68	77,390.09
Head Golf Professional	20	57,201.28	67,295.68	77,390.09
Assistant Golf Professional	20	57,201.28	67,295.68	77,390.09
Purchasing Assistant	19	54,477.01	64,091.28	73,704.50
Accounting Assistant	19	54,477.01	64,091.28	73,704.50
IT Support Technician	19	54,477.01	64,091.28	73,704.50
Human Resource Assistant (PT)	19	54,477.01	64,091.28	73,704.50
Administrative Assistant	19	54,477.01	64,091.28	73,704.50
Planning Technician Assistant (PT)	19	26.19	30.81	35.44
Permit Coordinator	19	54,477.01	64,091.28	73,704.50
Permit Coordinator (PT)	19	26.19	30.81	35.44
License Renewal Clerk	19	54,477.01	64,091.28	73,704.50
Office Coordinator	19	54,477.01	64,091.28	73,704.50
Librarian	19	54,477.01	64,091.28	73,704.50
Librarian (PT) 1	19	26.19	30.81	35.44
Marketing & Event Manager	19	54,477.01	64,091.28	73,704.50
Records Clerk	18	24.94	29.34	33.75
Police Records Clerk	18	51,883.01	61,039.21	70,195.41

Police Records Clerk (PT)	18	24.94	29.34	33.75
Golf Grill Supervisor	18	51,883.01	61,039.21	70,195.41
Program Coordinator	18	51,883.01	61,039.21	70,195.41
Information Technology Technician (PT)	16	22.62	26.61	30.62
Assistant Golf Course Maintenance Superintendent	16	47,059.60	55,364.79	63,668.93
Library Assistant (PT)	14	20.52	24.14	27.77
Bath & Tennis Clerk	14	42,684.79	50,216.72	57,749.70
Administrative Clerk (PT)	13	19.54	23.00	26.44
Customer Service Associate (PT)	13	19.54	23.00	26.44
Technical Services Clerk (PT)	10	16.88	19.87	22.84
Circulation Clerk (PT)	9	16.07	18.92	21.76
Administrative Intern	6	28,890.09	33,988.77	39,087.45
Summer Reading Assistant (PT)	6	15.00	17.00	19.50
Circulation Assistant (PT)	6	15.00	17.00	19.50
Technical Services Processing Assistant (PT)	3	14.00	16.00	16.23
Shelver (PT)	3	14.00	16.00	16.23



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 Special Meeting
of
June 25, 2024

SUBJECT: An Ordinance Approving Diamonds Direct - Sign 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 a requested sign variation to Section 13-11-10.C.8 of the Zoning Regulations to permit and allow a third wall sign to be installed on the East building façade of the structure located on the Subject Property:

1. The design and placement of the proposed sign (east façade) shall be in substantial conformance with the plans as submitted and approved;
2. 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:

The applicant, on behalf of Diamonds Direct with the consent of the ownership Hines (Oak Brook Commons, LLC), submitted a variation request from the sign regulations for two additional wall signs to be located at the 1150 22nd Street on the East and North facades. The variations requested are from Section 13-11-10.C.8 which limits a building to one wall sign per street frontage per building. At the May 1, 2024, meeting of the Planning & Zoning Commission, the Commission discussed the request and agreed with the applicant that an additional East facing sign met the standards for relief. The Commission stated that a north-facing sign would be detrimental to nearby residences and did not support a recommendation for approval.

All six members present voted in favor of the request as amended. All other specific requirements for wall sign is in compliance with the Sign Code.

Please see the materials provided by the petitioner in the case file for a more detailed description and the rationale for the requested variation.

Finding that the applicant had satisfied the requirements for a variation, by a vote of 6 to 0, the P&Z Commission recommended approval of the variation for one of the two requested signs, subject to the following conditions:

1. The design and placement of the proposed sign (east façade) shall be in substantial conformance with the plans as submitted and approved;
2. Adding 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”.

Please note that staff did include a prepared Ordinance in this agenda packet for review and approval (if the Board deems appropriate). Staff has prepared this ordinance in advance in an effort to accommodate the petitioner due to fewer Board of Trustees meetings during the summer.

Recommendation:

Staff recommends that the Village Board approve Ordinance S-1700, An Ordinance Granting Variation from Provisions of Section 13-11-10.C.8 of Title 13 (“Zoning Regulations”) of the Village Code to Allow a Third Wall Sign For the Property Located at 1150 22nd Street.

Attachments:

1. 2024-ZO-V-EX-S-1700
2. Diamonds Direct - Sign Variation - BOT Agenda

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
NUMBER 2024-ZO-V-EX-S-1700

AN ORDINANCE
GRANTING VARIATION FROM PROVISIONS OF SECTION 13-
11-10.C.8 OF TITLE 13 ("ZONING REGULATIONS") OF THE
VILLAGE CODE OF THE VILLAGE OF OAK BROOK TO ALLOW
A THIRD WALL SIGN FOR THE PROPERTY LOCATED AT 1150
22ND STREET, IN THE VILLAGE OF OAK BROOK, ILLINOIS

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 25th day of June 2024

ORDINANCE 2024-ZO-V-EX-S-1700

AN ORDINANCE GRANTING VARIATION FROM PROVISIONS OF SECTION 13-11-10.C.8 OF TITLE 13 ("ZONING REGULATIONS") OF THE VILLAGE CODE OF THE VILLAGE OF OAK BROOK TO ALLOW A THIRD WALL SIGN FOR THE PROPERTY LOCATED AT 1150 22ND STREET, IN THE VILLAGE OF OAK BROOK, ILLINOIS

PINS: 06-23-406-024

WHEREAS, the Village of Oak Brook is a municipal corporation organized pursuant to the laws of the State of Illinois;

WHEREAS, the Village of Oak Brook is authorized by the Illinois Municipal Code, 65 ILCS 5/11-13-5, to vary its zoning regulations where there are practical difficulties or particular hardship in observing those regulations for the use, construction, or alteration of buildings or structures or the use of land;

WHEREAS, the property owner has requested a variance from certain provisions of the Village of Oak Brook Zoning Ordinance as described herein;

WHEREAS, an application has been filed by Karen Dodge, on behalf of Diamonds Direct (the "**Petitioner**"), and with the consent of the owner, Oak Brook Commons, LLC (the "**Owner**"), of the property located at 1150 22nd Street, Oak Brook, Illinois, which is legally described in Exhibit A attached hereto and incorporated herein (hereinafter referred to as the "**Subject Property**") and located in the ORA-2 Zoning District, is requesting a Variation from Section 13-11-10.C.8 of the Zoning Ordinance of the Village of Oak Brook, as amended, for certain relief to allow the installation of a third new wall sign for the building located on the property (hereinafter referred to as the "**Variation**");

WHEREAS, the Village of Oak Brook Planning & Zoning Commission (the "Commission"), on May 1, 2024 held a public hearing to consider the petitioner's request and to hear testimony on the proposal and as a result of said hearing the Commission issued a positive recommendation in this matter to approve the requested Variation all pursuant to proper notice and in compliance with the laws of the State of Illinois and ordinances of the Village of Oak Brook;

WHEREAS, the Commission found the request to be reasonable in that the requested Variation is appropriate, as modified, under the standards adopted by the Village of Oak Brook in its Zoning Ordinance applicable to zoning variances and made positive findings of fact in support of said variance;

WHEREAS, the Commission recommends approval of the Petitioner's request by the Board of Trustees of the Village of Oak Brook;

WHEREAS, the corporate authorities of the Village of Oak Brook find that the granting of the requested variance has no detrimental impact on the health, welfare, or safety of the public in general and finds that the petitioner has met his burden in demonstrating the grounds for the requested variation; and

WHEREAS, the corporate authorities of the Village of Oak Brook find that the Owner has demonstrated practical difficulties or particular hardship in the application of the Zoning Regulations.

NOW, THEREFORE, BE IT ORDAINED, 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 1. Recitals. The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to the Ordinance are full, true, and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

Section 2. Grant of Variation. Subject to, and contingent on the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Village Board of Trustees shall, and does hereby, approve a Variation to the Zoning Regulations as follows:

Variation from Section 13-11-10.C.8 of the Zoning Ordinance of the Village of Oak Brook, as amended, to allow the installation of a third wall signs on the East facade of the building located on the Subject Property, in lieu of the one wall sign per street frontage per building otherwise permitted.

Section 3. Conditions. The approval granted in Section 2 of this Ordinance is expressly subject to and contingent upon each of the following conditions:

- A. Substantial Conformance with Site Plan. The design and placement of the approved wall sign(s) shall be constructed in substantial conformance with the plans as submitted and attached hereto and incorporated herein as **Exhibit B**.
- B. Compliance with Zoning Regulations and Village Code. The Owner shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived by this, or subsequent, Ordinances; and
- C. Compliance with Applicable Law. In addition to the other specific requirements of this Ordinance all of the operations and activities conducted on the Subject Property, must comply at all times with all applicable federal, state, and local ordinances, resolutions, rules, codes, and regulations.

Section 4. Failure to Comply with Conditions. Upon failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, the Variation granted herein, at the sole discretion of the President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void.

Section 5. Binding Effect. This Ordinance and the privileges, obligations, and provisions contained herein shall inure solely to the benefit of, and be binding upon the Owner and any and all of its heirs, successors, and assigns, and upon any and all current and successor legal or beneficial Owner of all or any portion of the Property.

Section 6. Severability. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

Section 7. Effective Date.

- A. This ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law. and
- B. The filing by the Owner with the Village Clerk, for recording in the Office of the DuPage County Recorder of Deeds, of an unconditional agreement and consent ("**Unconditional Agreement and Consent**") to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. The unconditional agreement and consent must be executed by the Owner. The unconditional agreement and consent must be substantially in the form attached hereto and incorporated herein as **Exhibit C**. In the event that the Owner does not file with the Village Clerk the unconditional agreement and consent required herein within 60 days after the date of final passage of this Ordinance, the Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

Section 8. Conflict Clause. That all ordinances or parts of ordinances in conflict with the terms of this ordinance shall be repealed to the extent of said conflict.

Section 9. Publication. This ordinance shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section 10. Recording. This ordinance shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Oak Brook.

Remainder of page intentionally left blank; roll call vote to follow

PASSED THIS 25th day of June 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 25th day of June 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Legal Description

LOT D IN THE FINAL PLAT OF SUBDIVISION OF OAK BROOK COMMONS, BEING A SUBDIVISION OF PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Address: 1150 22nd Street, Oak Brook, Illinois 60523

PIN: 06-23-406-024

EXHIBIT B

Plans

East Elevation

1050 W 22nd St

Oak Brook, Illinois

Google Street View

Aug 2023

See more dates



Image capture: Aug 2023 © 2024 Google



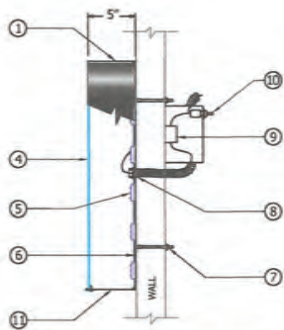
Proposed

Color Schedule:

- Black Returns
- Perforated Black - For Night Illumination

Square Footage: 53.04 sq.ft. 3.2% of 1670.625 sq.ft

Mounting Detail:



REMOTE WIRED FACE LIT CHANNEL LETTERS
SCALE: NTS STANDARD

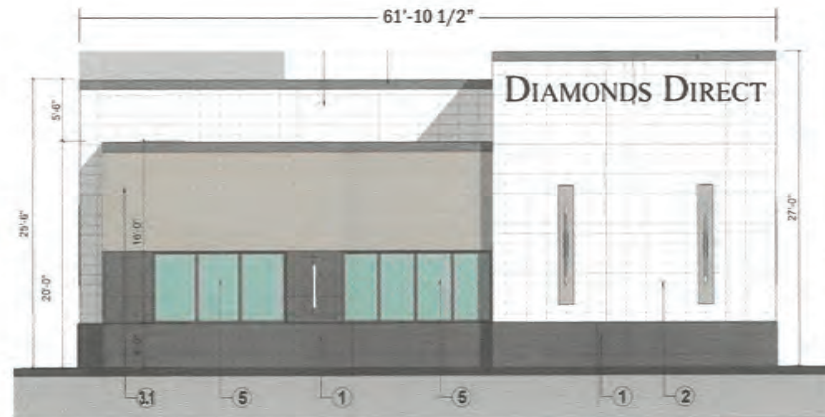
①

- ④ 3/16" ACRYLIC / STANDARD COLORS
- ⑤ SLOAN PRISM LED'S
- ⑥ ACM BACKS
- ⑦ MOUNTING HARDWARE (TBD BY WALL CONSTRUCTION)
- ⑧ 7/8" ELECTRICAL HOLE / 3/4" COUPLER WITH FLEXIBLE CONDUIT TO POWER SUPPLY BOX
- ⑨ LED POWER SUPPLY INSIDE POWER SUPPLY BOX
- ⑩ TOGGLE SWITCH MOUNTED TO POWER SUPPLY BOX
- ⑪ 1/4" DIA. WEEP HOLES (EXTERIOR APPLICATIONS ONLY)

COLORS/FINISHES

■ V-1 3M 3635-222 DUAL-COLOR FILM BLACK

B



East Elevation - Scale: 3/32" = 1'
WALL AREA: 1670.625 sq.ft.

SIGN CONNECTION
Building a Better Brand.

1660 Picolet Court Gastonia, NC 28052
ph 704.866.4500 fx 704.866.4592
www.signcon.com

This artwork is the sole property of Sign Connection, Inc. It may not be reproduced without the expressed written consent of Sign Connection, Inc. A fourth line may be applied. Customer supplied artwork may be modified for manufacturing.

SIGN CONNECTION IS NOT RESPONSIBLE FOR DAMAGE TO UNMARKED UTILITY LINES

Client:

JOB#: 2294
Customer: Diamonds Direct
Job Name: Oakbrook
Address: 1150 22nd St.
Oakbrook, IL 60523
Sales Contact: Wil Craig

Initial Design Date: 9/20/2022
Designer: E. Hellstrand
Scale: 1:40

- ☐ Conceptual Drawing
- ☐ Design Development
- ☐ Final Production

Revision Date(s): xx/xx/xxxx

Critical to Quality Information:

XXX

Font Schedule

FONT 1
FONT 2
FONT 3



© 2016, Sign Connection, Incorporated
This sign is intended to be installed in accordance with the sign company's or supplier's instructions. The National Electrical Code and other applicable codes shall be followed in the installation and use of the sign.

ISO 9001:2015 CERTIFIED

UL Label: placed so not visible to common area viewers. (TYP)

Electrical Service: 7-day 24-hour time clock, on separate service, wired to tenant meter. (TYP)

23'-1 3/4" DIAMONDS DIRECT

One (1) Sets of internally illuminated facelit channel letters. Perforated black vinyl applied to faces.

ALL ARTWORK IS BILLABLE Customer Approval:

Date:

PAGE: 2

SCF-025 Rev. 3 Effective Date: 11/15/2017

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

WHEREAS, an application has been filed by Karen Dodge, on behalf of Diamonds Direct (the “**Petitioner**”), and with the consent of the owner, Oak Brook Commons, LLC (the “**Owner**”), of the property located at 1150 22nd Street, Oak Brook, Illinois, which is legally described in Exhibit A attached hereto and incorporated herein (hereinafter referred to as the “**Subject Property**”) and located in the ORA-2 Zoning District, is requesting a Variation from Section 13-11-10.C.8 of the Zoning Ordinance of the Village of Oak Brook, as amended, for certain relief to allow the installation of a new wall signs (East façade) for the building located on the property (hereinafter referred to as the “**Variation**”);

WHEREAS, Ordinance No. 2024-ZO-V-EX-S-1700 adopted by the President and Board of Trustees of the Village of Oak Brook on June 25, 2024 grants approval of the Variation subject to certain modifications, conditions, restrictions, and provisions; and

WHEREAS, the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until Owner files this Unconditional Agreement and Consent with the Village Clerk and consents to accept and abide by each of the terms, conditions and limitations set forth in the Ordinance.

NOW, THEREFORE, Owner does hereby agree and covenants as follows:

1. The Owner hereby unconditionally agrees to accept, consent to, and abide by all of the terms, conditions, restrictions, and provisions of the Ordinance.
2. The Owner acknowledges that: (i) public notices and hearings have been properly given and held with respect to the adoption of the Ordinance; (ii) the Owner has considered the possibility that the Variation granted by the Ordinance may be revoked if the Owner does not comply with the Ordinance; and (iii) The Owner agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Owner acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's issuance of any permits for the use of the Property, the installation of an additional wall sign and that the Village's issuance of any such permits does not, and will not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time.
4. The Owner agrees to and does hereby hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the operation and use of the Property, or the Village's adoption of the Ordinance.
5. The restrictions imposed by this Unconditional Agreement and Consent shall be restrictions running with the land and shall be binding upon and inure to the benefit of the Owner and his heirs, successors, assigns, agents, licensees, lessees, invitees, and representatives, including, without limitation, all subsequent Owners of the Property, or any portion thereof, and all persons claiming under him to the extent provided in this Unconditional Agreement and Consent. If any of the privileges or rights created by this

Unconditional Agreement and Consent would otherwise be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common law rules imposing time limits, then the affected privilege or right shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States, or for any shorter period that may be required to sustain the validity of the affected privilege or right.

6. This Unconditional Agreement and Consent may not be amended, modified, released or annulled except upon the express, prior written approval of the Village of Oak Brook.

IN WITNESS WHEREOF, _____, on behalf of the Owner, executed this Unconditional Agreement and Consent on this ____ day of _____, 2024.

[Name]

[Name]

State of Illinois)
)
County of _____)

I, _____ a Notary Public in and for the County and State aforesaid do hereby certify that _____, personally known to me, and that he appeared before me this ____ day of _____, 2024, and acknowledged that he personally executed this instrument.

Notary Public

Seal

EXHIBIT 1 TO UNCONDITIONAL AGREEMENT AND CONSENT

LEGAL DESCRIPTION

LOT D IN THE FINAL PLAT OF SUBDIVISION OF OAK BROOK COMMONS, BEING A SUBDIVISION OF PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Address: 1150 22nd Street, Oak Brook, Illinois 60523

PIN: 06-23-406-024



VILLAGE OF
OAK BROOK
Illinois

ITEM
DIAMONDS DIRECT
1150 22ND STREET
SIGN VARIATION

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VILLAGE OF OAK BROOK *Illinois*

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

May 21, 2024

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

Subject: 1150 22nd Street – Sign Variation – To Allow the Construction of a Third Wall Sign

Dear Village President and Board of Trustees:

Background

At its meeting on May 1, 2024 the Planning & Zoning Commission held the required public hearing on a petition from Karen Dodge, President Municipal Resolutions, the representative for Diamonds Direct, with the support of the property owners Hines (Oak Brook Commons LLC), seeking approval of a variation in order to construct four wall signs to be placed on the building, with the requested relief as follows:

Section 13-11-10.C.8 of the Oak Brook Zoning Ordinance (OBZO) to permit and allow two (2) additional wall signs for a total of three (4) wall signs.

The subject property is zoned ORA-2, Office Research and Assembly District and a stand-alone parcel for retail, located at the northwest corner of McDonald Drive and 22nd Street. Section 13-11-10 of the Oak Brook Zoning Ordinance (OBZO) regulates signs in the ORA-2 District. The Diamonds Direct is the first retail store in the development that includes Fogo de Chao and Alter brewing restaurants, a 17-story apartment building and Northwestern Medical office building.

Public Comment

All interested parties were notified of the public hearing. One person spoke in opposition to the request at the hearing.

Planning & Zoning Commission Discussion and Recommendation

The Planning & Zoning Commission recognized the hardship and unique circumstances of the proposal, but only to allow one (1) additional wall sign – not the request of two (2). Specifically noting allowing one (1) additional wall sign, added to the previously permitted two (2) signs would be under the square footage of the allowable two (2) signs. The applicant addressed the standards in writing and by their testimony at the public hearing.

May 1, 2024
Village President and Board of Trustees
RE: 1150 22nd Street - Sign Variation
Page 2

By a vote of 6 to 0, the Planning & Zoning Commission recommended approval for an additional sign on the east façade, subject to the following conditions:

1. The design and placement of the proposed sign (east façade) shall be in substantial conformance with the plans as submitted and approved.
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

Attorney Castaldo III recommended continuing the petition for the electronic sign section.

Motioned by Member Bulin, seconded by Member Nimry to recommend the approval of the Text Amendments pertaining to:

- 20-Foot Flagpole Height
- Addition of CR District to Sign Regulations
- Accessible Parking Removed – with language under chapter (Refer to IL Code)
- Logo Sizes
- HVAC/Penthouse Sign Affixed

Recommend a continuance to the next Regular Planning & Zoning Commission meeting for the Changeable Electronic Sign Regulations Text Amendment – Chapter 13-11-13.

ROLL CALL:

Ayes: 6 – Chairman Iyer, Members Bulin, Cappetta, DiBernardo, Nimry and Pontrelli.

Nays: 0

Absent: 0 - Vice Chairman Ziemer and Members Hasan, Nimry and Wilczak

5.

C. 1150 22nd ST – DIAMONDS DIRECT – SIGN VARIATION

1150 22nd ST –
DIAMONDS DIRECT
– SIGN VARIATION

Planner Raman provided a brief overview of the proposed petition.

Karen Dodge, President, Municipal Solutions, 325 Sandpebble Lane, Aurora, provided a PowerPoint reviewing the request to allow two additional walls signs on the north and east elevations. She explained that the unique location prevents motorists from identifying Diamonds Direct.

Cindy Groh was concerned that allowing more signs has a negative effect on residential areas.

Members were in support of a sign on the east façade but not the north façade due to the north façade abutting a residential apartment building.

Director Von Drasek stated that the variation standards were subject to the testimony and submitted in writing (casefile).

Motioned by Member Cappetta, seconded by Member DiBernardo to recommend the approval for an additional sign on the east façade, subject to the following conditions:

1. The design and placement of the proposed sign (east façade) shall be in substantial conformance with the plans as submitted and approved.
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: 6 – Chairman Iyer, Members Bulin, Cappetta, DiBernardo, Nimry and Pontrelli. Motion carried

Nays: 0

Absent: 0 - Vice Chairman Ziemer and Members Hasan, Nimry and Wilczak

6. OTHER BUSINESS

OTHER BUSINESS

Director Von Drasek discussed special meeting times for Zoning Amendments and Fourth of July holiday.

7. PUBLIC COMMENT

PUBLIC COMMENT

No additional comments.

8. ADJOURNMENT:

ADJOURNMENT

Motion by Member Bulin, seconded by Member Nimry to adjourn the meeting at 8:44PM. VOICE VOTE: Motion carried.

ATTEST:

/s/ Rebecca Von Drasek

Rebecca Von Drasek

Director of Development Services

VILLAGE OF OAK BROOK
Planning & Zoning Commission

STAFF REPORT

DATE: April 24, 2024

CASE NO: 2024-07-ZO-VAR

DESCRIPTION: Variations – To permit the construction of two additional wall signs on the subject property.

PETITIONER: Municipal Resolutions, representatives of a tenant of the property with the support and approval of the property owners, Oak Brook Commons, LLC

ADDRESS: 1150 22nd Street

EXISTING ZONING: ORA-2, Office Research and Assembly District with an approved planned development

ZONING/USE OF SURROUNDING PROPERTY:

North: ORA-2, One Oak Brook Commons Apartment Building.

South: ORA-1, Office Research and Assembly District, offices.

East: ORA-2, Office Research and Assembly District, vacant retail pads within the Oak Brook Commons development.

West: B-2, Regional Shopping Center District, ORA-2, Alter Brewing and Fogo De Chao, Oakbrook Center stores.

DISCUSSION:

The applicant, on behalf of Diamonds Direct with the consent of the ownership Hines (Oak Brook Commons, LLC), has submitted a petition seeking approval of a variation from the sign regulations for two new signs to be located at the 1150 22nd Street. The variation is from Section 13-11-10.C.8 which limits a building to one wall sign per street frontage per building.

The subject property is zoned ORA-2, Office Research and Assembly District and a stand-alone parcel for retail, located at the northwest corner of McDonald Drive and 22nd Street. Section 13-11-10 of the Oak Brook Zoning Ordinance (OBZO) regulates signs in the B-4, the Office (O-3, O-4), and ORA Districts (ORA-1, ORA-2). The anticipated developments in these districts are commercial uses; the subject property is part of the approved Oak Brook Commons Planned Development, which includes an eleven (11) lot mixed-use development. The Diamonds Direct is the

STAFF REPORT – DIAMONDS DIRECT
1150 22nd Street
VARIATIONS – SIGN REGULATIONS
CASE No. 2024-07-ZO-VAR

first retail store in the development that includes Fogo de Chao and Alter brewing restaurants, a 17-story apartment building and Northwestern Medical office building.

Please see the case file for additional information regarding this request as well as a visual depiction of all the proposed signage.

Staff Comments:

- Oak Brook Commons LLC, the property owner, has approved the plans as submitted.
- The Oak Brook Commons development was originally approved in 2019 by Ordinance S-1568, approving the mixed-use development consisting of restaurant, retail, office, condos/apartments, and a hotel. In 2020, Ordinance S-1608 was approved amending the Planned Development for a medical office building and other minor site adjustments. The medical office building was limited to three wall signs (one sign is required to only be illuminated during business hours and will be reviewed by the board following construction of the condominium building) .
- The zoning requirements to limit the number of signs is intended to guarantee the Village a higher-quality aesthetic.
- The Village granted a variation (S-1626) to Fogo De Chao restaurant in 2021, located at 1205 22nd Street to allow two (2) additional wall signs (a total of four wall signs). Restaurants such as Lazy Dog (S-1661, 2022) and Alter Brewing (S-1662, 2022) have three (3) wall signs each. Michael Jordan’s received a variation for their signs.
- Diamonds Direct is proposing two (2) additional wall signs that are 50.04 square feet on east elevation and 127.5 square feet on north elevation building facades of the new proposed retail. Staff has already administratively approved two (2) similar sized wall signs on the south and west building facades as permitted-by-right sign permits.
- The applicant will meet all other applicable regulations including those by the Village of Oak Brook.

RESPONSIBILITIES OF HEARING BODIES:

The Planning and Zoning Commission (P&Z) has the responsibility to make a recommendation on requests for variation. Please include in your consideration 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.

STAFF REPORT – DIAMONDS DIRECT
1150 22nd Street
VARIATIONS – SIGN REGULATIONS
CASE NO. 2024-07-ZO-VAR

- 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:

Staff has reviewed the petition and recommends denial of an additional sign on the north side. Staff however, recommends approval of an additional sign on the east side that would be visible to traffic going west on 22nd Street.

If the P&Z Commission is of the opinion that the applicant has satisfied the requirements for the requested variation to the sign regulations for the property located at 1150 22nd Street, a recommendation would be in order to approve the request subject to the following conditions:

- 1. The design and placement of the proposed sign (east façade) shall be in substantial conformance with the plans as submitted and approved.
- 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.

STAFF REPORT – DIAMONDS DIRECT
1150 22nd Street
VARIATIONS – SIGN REGULATIONS
CASE No. 2024-07-ZO-VAR

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

Respectfully Submitted,

A handwritten signature in cursive script that reads "Rama Raman". The signature is written in dark ink and is positioned above a horizontal line.

Rama Raman
Village Planner



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

April 10, 2024

Dear Resident:

The Oak Brook Planning & Zoning Commission and the Village Board will be considering a variation to the Zoning Regulations. All meetings scheduled are on the reverse side of this notice.

The application has been filed by:	Diamonds Direct
Tenant	1150 22 nd Street Oak Brook, IL 60523
Agent	Municipal Signs 325 Sandpebble Lane Lombard, IL 60504
The property is located at:	1150 22 nd Street, Oak Brook
Relationship of applicant to property:	Sign Contractor

Also shown on the reverse side of this notice is a map** of the area to assist you in determining your relationship to the property in question.

The petitioner is seeking the approval of variations to allow the construction of an additional two wall signs on the property at 1150 22nd Street, totaling four wall signs.

If you desire more detailed information, please contact the Development Services Department at 630-368-5106 or 630-368-5103 between 8 AM-4 PM, Monday through Friday, except for holidays.

Sincerely,

Rebecca Von Drasek
Director, Development Services Department



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.

Planning & Zoning Commission* 6:30 p.m., Wednesday, May 1, 2024

Board of Trustees Meeting 7:00 p.m., Tuesday, June 25, 2024***

*Public Hearing Body – Variation

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

*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.

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, May 1, 2024 at 6:30 p.m. in the Samuel E. Dean Board Room of the Butler Government Center, Village of Oak Brook, 1200 Oak Brook Road (31st Street and Spring Road), Oak Brook, Illinois 60523 for the purpose of considering an application from Municipal Signs, 325 Sandpebble Lane, Aurora, IL 60504, acting as Agent for the property tenant Diamonds Direct and property owner, Oak Brook Commons LLC, 444 W. Lake Street #2400, Chicago, IL 60606. The applicant is seeking variations as provided for under Title 13 of the Zoning Ordinance of the Village of Oak Brook, Illinois, Ordinance G-40 as amended. The applicant is seeking approval of variations to allow the construction of two additional wall signs on the building for a total of four wall signs. The subject property is located at 1150 22nd Street, Oak Brook, IL 60523 and the PIN is as follows:

PARCEL NUMBER: 06-23-406-024

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 Planning & Zoning Commission of the Village of Oak Brook, DuPage and Cook Counties, Illinois
Published in Daily Herald April 10, 2024 (4614344)

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 04/10/2024 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 # 4614344





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
April 9, 2024

SUBJECT: Referral – Diamonds Direct – 1150 22nd Street– Sign Variation for two Wall Signs

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to refer the request for a sign variation for the installation of two wall signs for Diamonds Direct to the Planning & Zoning Commission for a public hearing and recommendation.

Background/History:

Municipal Resolutions has submitted a sign variation request on behalf of their client, Diamonds Direct for installation of two additional wall signs at 1150 22nd Street. The property is zoned ORA-2 Office Research Assembly District and is currently being developed as a mixed-use planned development with residential, restaurant, office, and hotel uses. The Diamonds Direct store is at the northwest corner of the 22nd Street/McDonald Road.

The exterior wall signs being proposed will require relief to Section 13-11-10(C)(8) of the sign code for the following:

1. Permit and allow more than two (2) wall signs per building for a total of four (4) wall signs.

The illumination and other specific installation requirements for wall signs are all in technical compliance with the Oak Brook sign code.

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. Cover letter and petition for public hearing;
2. Proposed Site Plan and sign elevations; and
3. Property location map

Recommendation:

Please refer the request for sign variation for the installation of two wall signs for Diamonds Direct at 1150 22nd Street to the Planning and Zoning Commission for a public hearing, review, and a recommendation.

Zoning Ordinance – Sign Regulations 13-11-10.C.8

Signs shall be permitted in the B4, O3, O4, ORA1 and ORA2 Districts as follows:

C. Number Of Signs Permitted Per Zoning Lot:

8. One wall sign per street frontage per building, limit two (2) per building; signs must be "anchored" or oriented to a corner of the building (with the exception of the office buildings located at 1211, 1301, 1415 and 1515 22nd Street may locate their wall signs in the center of the building face), rather than placed on the center of the wall; signs must be located at the uppermost permitted signable area of the building, rather than on the lower levels, except for permitted first floor restaurant signs; signs on adjacent walls must not be "anchored" or oriented on the same corner of the building; signs may be placed on any side of the building; limit of one wall sign per building side. Signs must be of a single line of text, multiple lines of text (one above the other) are not permitted, except as approved for first floor restaurant signs.



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 1150 22nd Street, Oakbrook, IL 60523 PERMANENT PARCEL NO* 06 - 23 - 406 - 024

LOT NO. _____ SUBDIVISION Oak Brook Commons LEGAL ADDRESS* 1150 22nd Street, Oakbrook, IL 60523

ZONING DISTRICT OFA-2 ZONING ORDINANCE SECTION Section 13-11-10c.8
requesting 2 additional wall signs

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

OWNER(S) OF RECORD Oak Brook Commons LLC PHONE 312-419-4702

ADDRESS 444 W Lake St, Suite 2400 CITY Chicago STATE IL ZIP 60606

BENEFICIARY(IES) OF TRUST N/A PHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

NAME OF APPLICANT (and Billing Information) Karen Dodge PHONE 630-978-4110

ADDRESS 325 Sandpiper Ln. CITY Aurora STATE IL ZIP 60504

Contact Name and E-mail Address(s) Karen Dodge - Karen.Dodge@municipalresolutions.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.

[Signature] 3/4/24 Karen Dodge 3-11-24
Signature of Owner Date Signature of Applicant Date

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

Date Filed 3/19/24 Fee Paid \$ _____ Receipt No. _____ Received By R. Raman

Board of Trustees (Referral) 3/26/24 Notice Published 4/10/24 Newspaper Daily Herald Adj. Property Owners Notified 4/10/24

PUBLIC HEARING DATES: Planning & Zoning Commission 5/1/24

Board of Trustees _____ Board of Trustees 6/25/24
(Approval of Ordinance)

SIGNED - VILLAGE CLERK Natasha Seapink Date 3/21/2024

March 20, 2024

Village of Oak Brook
1200 Oak Brook Road
Oak Brook, IL 60523

Dear Village of Oak Brook,

Diamonds Direct is requesting a variance to install two wall signs, one on the north and one on the east elevation. They have obtained sign permits for the wall signs on the south and west elevations. We are requesting a variance from Section 13-11-10.C8.

Diamonds Direct needs to have these signs so the motoring public can be made aware of their location. Having a wall sign on the north and east walls will provide business recognition to southbound and westbound traffic.

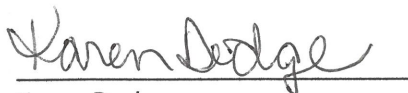
The building is setback significantly from the roadway. Having identification on all sides will help motorists make quicker decisions to turn into the parking lot.

There is no direct turn in lane into the lot. Customers need to turn at the traffic light at McDonalds Drive. Providing adequate signage is imperative to Diamond's Direct success. We would like similar consideration as Fogo de Chao is just 2 lots west of our location and also at an intersection.

We are allowed 2 signs at a maximum of 230 square feet. The total square footage of all signs is 406 square feet. The proposed signs meet the 1 square foot to 1 linear foot of frontage requirement (182 square feet) and is 55 square feet under the allowable.

We appreciate your consideration. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Karen Dodge". The signature is written in dark ink and is positioned above a horizontal line.

Karen Dodge
325 Sandpebble Lane
Aurora, IL 60504
630-978-4110

March 11, 2024

Village of Oak Brook
1200 Oak Brook Road
Oak Brook, IL 60523

Dear Village Staff,

We, Oak Brook Commons LLC, as owner's of the property at 1150 22nd Street, Oak Brook, Illinois, allow Karen Dodge of Municipal Resolutions, LLC to represent us in applying for a sign variance for our tenant, Diamond's Direct, wall signage.

Sincerely,

Greg McHenry

Printed Name

Greg McHenry

Signature

3/14/24

Date

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:

Diamonds Direct has received permits for the signs on the south and west elevations. The location of the subject property and the required location of the building creates difficulties (hardship) for the business owner. The building is setback significantly from the roadway. Signage visible and readable from 22nd Street and McDonalds Drive is essential to the success of the business.

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

RESPONSE:

The location of the subject property is unique. The property is located within the Oak Brook Commons planned development. Within Oak Brook Commons, the subject property is on the northwest corner of 22nd Street and McDonalds Drive. The location of the building was also established by the Planned Development Ordinance that governs this property and the applicant had no ability or authority to adjust the location of the building to alleviate the need for the variation.

1.c. The variation, if granted, will not alter the essential character as the surrounding properties are commercial.

RESPONSE:

The subject property and establishment will not alter the essential character of the surrounding properties. The subject property and establishment will be located within the Oak Brook Commons planned unit development. The approved planned development authorizes and strongly encourages commercial establishments on established and approved pads as part of the multi-use development. The proposed signage will be consistent with the Oak Brook Commons planned development and surrounding properties that predominantly include the other commercial operations called for under the Oak Brook Commons development.

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 subject property and establishment will not alter the essential character of the surrounding properties. Having two walls that don't have any signage, severely hampers our ability to be identified by customers.

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 subject property has similar hardships as Fogo De Chao as both businesses need identifiers on all sides of the building to direct customers to their establishment.

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

RESPONSE:

The requested variation would have no adverse impacts on the public welfare and would in no way injure any nearby properties or improvements in the vicinity of the subject property. In fact, the proposed variation would be beneficial to public health and safety because the variation will allow more visible, clearer signs that will assist the motoring public to identify and locate Diamonds Direct.

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 diminish or impair property values within the neighborhood.

RESPONSE:

The proposed sign will have no impact on light and air to adjacent properties. The proposed signs will also have no adverse impact on property values. To the contrary, the proposed sign will help ensure a vibrant and successful operation of the planned restaurant establishment, which will positively impact surrounding properties.

2.e. That the purpose of the variation is not based exclusively upon a desire

to make money out of the property.

RESPONSE:

Diamonds Direct would just like traffic from all directions to be able to identify the business.

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

RESPONSE:

The hardship is not created by any person that has an interest in the property. The difficulty that necessitates the variation stems from the location of 22nd Street and McDonalds Drive in relation to the subject property. The variation is designed to increase visibility for the benefit of the public and the successful operation of the business.

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.

Oak Brook Commons LLC

Greg McHenry

Printed Name of Owner

Printed Name of Applicant



Signature of Owner

3/14/24

Date

Karen Dodge

Signature of Applicant

3-18-24

Date

BILL TO INFORMATION:

Karen Dodge

Print Name/Company

Contact Person

630-978-4110

Contact Phone

325 Sandpebble Ln, Aurora, IL 60504

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
Oak Brook Shopping Ctr BR	PO BOX 3487 CHICAGO 60654	Oak Brook Shopping Center	0623300051
Oak Brook Shopping Ctr BR	PO BOX 3487 CHICAGO 60654	Oak Brook Shopping Center	0623300037
Gibsons Steakhouse	1050 N State St Unit 4 Chicago 60610	2105 Spring Rd LLC	0623406013
AG Oakbrook EX Park OWN	1301 W 22nd St Oak Brook 60523		0626100012
Golub Real Estate Corp	625 N Michigan Ave NO 2000 Chicago 60611		0626100012
Oak Brook Gateway LLC	C/O Fairbridge Partners 248 Addie Roy Td NO A-204 Austin TX 78746		0626200008
Oak Brook Shopping Ctr BR	PO BOX 3487 CHICAGO 60654	Oak Brook Shopping Center	0623300056
Oakbrook Residences Owner	444 W Lake St Unit 2400 Chicago 60606		0623406023

(Attach additional sheets if necessary)

Subject Property Verification

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

1. Permanent Index Number (P.I.N. from Real Estate Tax Bill): 06 23 406 024
2. Common Address: 1150 22nd
3. Type the Complete Legal Description Below. (Attach a separate page if longer than the area provided)
4. Email the Legal Description to cchiarelli@oak-brook.org

attached -

The Permanent Index Number, Common Address and Legal information provided has been verified as follows:

DuPage County Records/Research Room: (630-407-5401) Contact Person: Date called:

Debbie Oehring 2-7-24

I verify that the information provided above is accurate.

Karen Dodge

Printed Name

Karen Dodge

Signature

Date: 3-11-24

Relationship to Applicant: Self

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

Legal Description Review

Corrections Required

Yes ☐

No ☐

Approved By: _____

Date: _____

LEGAL DESCRIPTION

LOT D IN THE FIANL PLAT OF SUBDIVISION OF OAK BROOK COMMONS, BEING A
SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 39
NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY,
ILLINOIS.

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

765 ILCS 405/1, ET AL (1993)

NAME OF TRUSTEE: N/A

PPN #: _____

PROPERTY ADDRESS: 1150 22nd Street, Oakbrook, IL 60523

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)

) SS

COUNTY OF DUPAGE)

_____. 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

Please Deposit Check in: Zoning Account 10-4302

For:

Diamonds Direct - Sign VAR

NOTE: 1 check(s) - Total **\$ 850**

Variations Application \$750
Public Hearing Signs (2) \$100

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

MISCELLANEOUS PAYMENT RECPT#: 735931
DATE: 03/26/24 TIME: 10:34:16
CLERK: pstone DEPT:
CUSTOMER#: 0

COMMENT: DIAMONDS DIRECT VAR

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

AMOUNT PAID: 750.00

PAID BY: KAREN DODGE
PAYMENT METH: CHECK
3600

REFERENCE:

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

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

MISCELLANEOUS PAYMENT RECPT#: 735932
DATE: 03/26/24 TIME: 10:36:12
CLERK: pstone DEPT:
CUSTOMER#: 0

COMMENT: DIAMONDS DIRECT PUB

REVENUE:
1 10 43020 100.00
ZONING/SUBDIV APPLICATION
ZONING/SUBDIVISION
CASH:
99 1105 100.00
CASH -PLD

AMOUNT PAID: 100.00

PAID BY: KAREN DODGE
PAYMENT METH: CHECK
3600

REFERENCE:

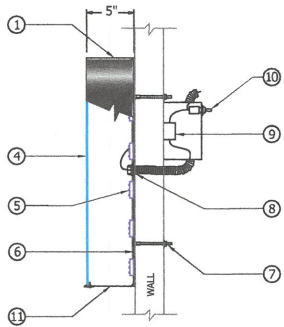
AMT TENDERED: 100.00
AMT APPLIED: 100.00
CHANGE: .00

Color Schedule:

- Black Returns
- Perforated Black - For Night Illumination

Square Footage: 84 sq.ft. 5% of 1680 sq.ft.

Mounting Detail:



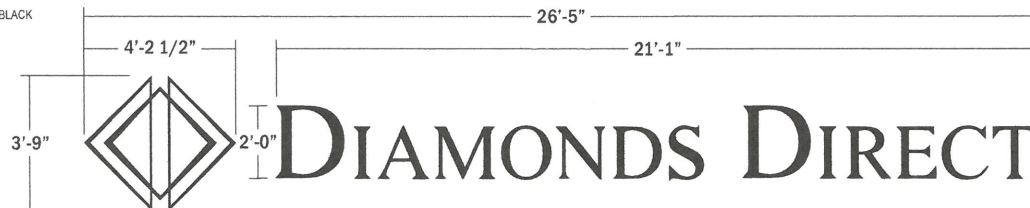
REMOTE WIRED FACE LIT CHANNEL LETTERS
SCALE: NTS STANDARD

①

- ④ 3/16" ACRYLIC / STANDARD COLORS
- ⑤ SLOAN PRISM LED'S
- ⑥ ACM BACKS
- ⑦ MOUNTING HARDWARE (TBD BY WALL CONSTRUCTION)
- ⑧ 7/8" ELECTRICAL HOLE / 3/4" COUPLER WITH FLEXIBLE CONDUIT TO POWER SUPPLY BOX
- ⑨ LED POWER SUPPLY INSIDE POWER SUPPLY BOX
- ⑩ TOGGLE SWITCH MOUNTED TO POWER SUPPLY BOX
- ⑪ 1/4" DIA. WEEP HOLES (EXTERIOR APPLICATIONS ONLY)

COLORS/FINISHES

■■■ V-1 3M 3635-222 DUAL-COLOR FILM BLACK



One (1) Sets of internally illuminated facelit channel letters. Perforated black vinyl applied to faces.

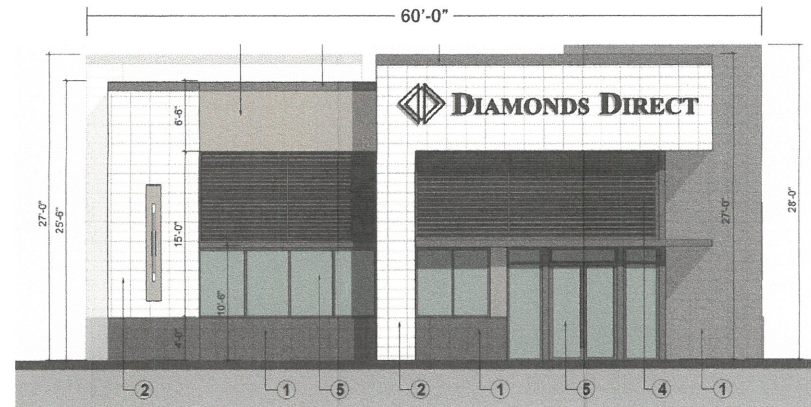
ALL ARTWORK IS BILLABLE Customer Approval: _____

Date: _____

PAGE: 2

SCF-925 Rev: 1 Effective Date: 11.16.2017

Existing



West Elevation - Scale: 3/32" = 1'
WALL AREA: 1680 SQ.FT.

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Building a Better Brand.

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ph 704.868.4500 fx 704.868.4592
www.signcon.com

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SIGN CONNECTION IS NOT RESPONSIBLE FOR DAMAGE TO UNMARKED UTILITY LINES.

Client: _____

JOB#: 2294
Customer: Diamonds Direct
Job Name: Oakbrook
Address: 1150 22nd St.
Oakbrook, IL 60523
Sales Contact: Wil Craig

Initial Design Date: 9/20/2022
Designer: E. Hellstrand
Scale: 1:40

- ☐ Conceptual Drawing
- ☐ Design Development
- ☐ Final Production

Revision Date(s): xx/xx/xxxx

Critical to Quality Information:

xxx

Font Schedule

FONT 1
FONT 2
FONT 3



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ISO 9001:2015 CERTIFIED

UL Label: placed so not visible to common area viewers. (TYP)

Electrical Service: 7-day 24-hour time clock, on separate service, wired to tenant meter. (TYP)

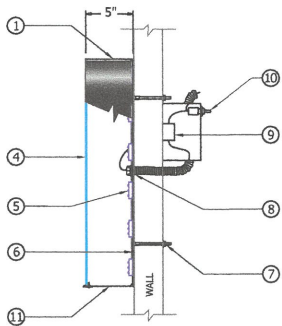
Existing

Color Schedule:

- Black Returns
- Perforated Black - For Night Illumination

Square Footage: 127.5 sq.ft.
4.6% of 2,794.5 sq.ft

Mounting Detail:



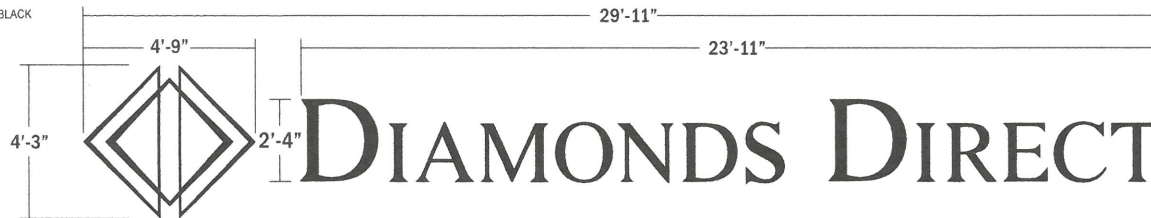
REMOTE WIRED FACE LIT CHANNEL LETTERS
SCALE: NTS STANDARD

①

- ④ 3/16" ACRYLIC / STANDARD COLORS
- ⑤ SLOAN PRISM LED'S
- ⑥ ACM BACKS
- ⑦ MOUNTING HARDWARE (TBD BY WALL CONSTRUCTION)
- ⑧ 7/8" ELECTRICAL HOLE / 3/4" COUPLER WITH FLEXIBLE CONDUIT TO POWER SUPPLY BOX
- ⑨ LED POWER SUPPLY INSIDE POWER SUPPLY BOX
- ⑩ TOGGLE SWITCH MOUNTED TO POWER SUPPLY BOX
- ⑪ 1/4" DIA. WEEP HOLES (EXTERIOR APPLICATIONS ONLY)

COLORS/FINISHES

■ V-1 3M 3635-222 DUAL-COLOR FILM BLACK



Two (2) Sets of internally illuminated facelit channel letters. Perforated black vinyl applied to faces.



South Elevation - Scale: 3/32" = 1'
WALL AREA: 2,794.5 sq.ft

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SIGN CONNECTION IS NOT RESPONSIBLE FOR DAMAGE TO UNMARKED UTILITY LINES.

Client:

JOB#: 2294
Customer: Diamonds Direct
Job Name: Oakbrook
Address: 1150 22nd St.
Oakbrook, IL 60523
Sales Contact: Wil Craig

Initial Design Date: 9/20/2022

Designer: E. Hellstrand

Scale: 1:40

- ☐ Conceptual Drawing
- ☐ Design Development
- ☐ Final Production

Revision Date(s): xx/xx/xxxx

Critical to Quality Information:

xxx

Font Schedule

FONT 1
FONT 2
FONT 3



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ISO 9001:2015 CERTIFIED

UL Label: placed so not visible to common area viewers. (TYP)

Electrical Service: 7-day 24-hour time clock, on separate service, wired to tenant meter. (TYP)

ALL ARTWORK IS BILLABLE Customer Approval: _____

Date: _____

PAGE: 3

SCF-925 Rev. 3 Effective Date: 11/16/2017

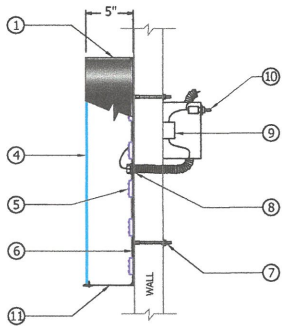
Proposed

Color Schedule:

- Black Returns
- Perforated Black - For Night Illumination

Square Footage: 53.04 sq.ft. 3.2% of 1670.625 sq.ft

Mounting Detail:



REMOTE WIRED FACE LIT CHANNEL LETTERS
SCALE: NTS STANDARD

①

- ④ 3/16" ACRYLIC / STANDARD COLORS
- ⑤ SLOAN PRISM LED'S
- ⑥ ACM BACKS
- ⑦ MOUNTING HARDWARE (TBD BY WALL CONSTRUCTION)
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- ⑩ TOGGLE SWITCH MOUNTED TO POWER SUPPLY BOX
- ⑪ 1/4" DIA. WEEP HOLES (EXTERIOR APPLICATIONS ONLY)

COLORS/FINISHES

- V-1 3M 3635-222 DUAL-COLOR FILM BLACK

23'-1 3/4"

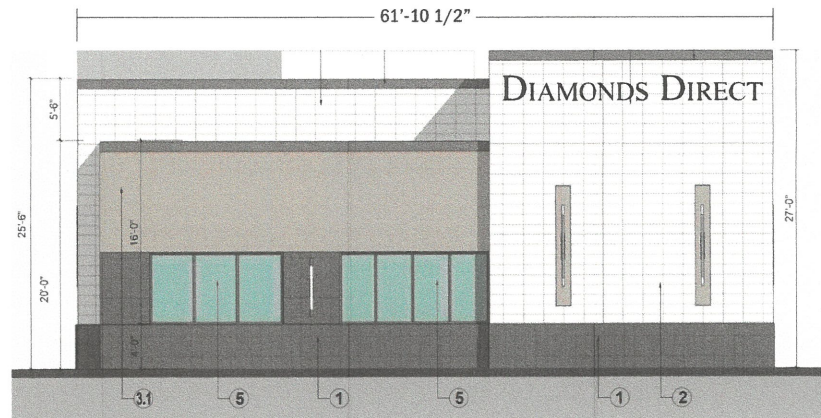
2'-3 1/2" DIAMONDS DIRECT

One (1) Sets of internally illuminated facelit channel letters. Perforated black vinyl applied to faces.

ALL ARTWORK IS BILLABLE Customer Approval: _____

Date: _____

PAGE: 2



East Elevation - Scale: 3/32" = 1'
WALL AREA: 1670.625 sq.ft.

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SIGN CONNECTION IS NOT RESPONSIBLE FOR DAMAGE TO UNMARKED UTILITY LINES.

Client: _____

JOB#: 2294
Customer: Diamonds Direct
Job Name: Oakbrook
Address: 1150 22nd St.
Oakbrook, IL 60523
Sales Contact: Wil Craig

Initial Design Date: 9/20/2022
Designer: E. Hellstrand
Scale: 1:40

- ☐ Conceptual Drawing
- ☐ Design Development
- ☐ Final Production

Revision Date(s): xx/xx/xxxx

Critical to Quality Information:

xxx

Font Schedule

FONT 1
FONT 2
FONT 3



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ISO 9001:2015 CERTIFIED

SCF-025 Rev: 3 Effective Date: 11/16/2017

UL Label: placed so not visible to common area viewers. (TYP)

Electrical Service: 7-day 24-hour time clock, on separate service, wired to tenant meter. (TYP)

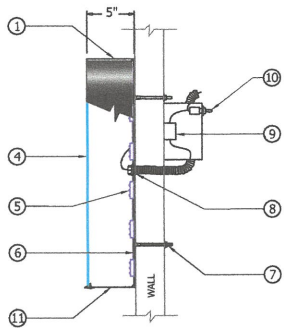
Proposed

Color Schedule:

- Black Returns
- Perforated Black - For Night Illumination

Square Footage: 127.5 sq.ft.
4.6% of 2,794.5 sq.ft.

Mounting Detail:



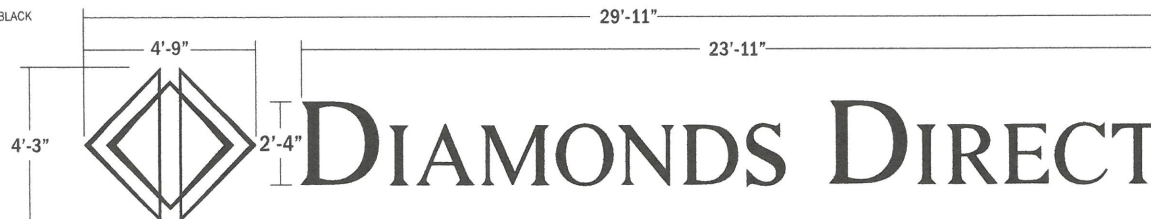
REMOTE WIRED FACE LIT CHANNEL LETTERS
SCALE: NTS STANDARD

①

- ④ 3/16" ACRYLIC / STANDARD COLORS
- ⑤ SLOAN PRISM LED'S
- ⑥ ACM BACKS
- ⑦ MOUNTING HARDWARE (TBD BY WALL CONSTRUCTION)
- ⑧ 7/8" ELECTRICAL HOLE / 3/4" COUPLER WITH FLEXIBLE CONDUIT TO POWER SUPPLY BOX
- ⑨ LED POWER SUPPLY INSIDE POWER SUPPLY BOX
- ⑩ TOGGLE SWITCH MOUNTED TO POWER SUPPLY BOX
- ⑪ 1/4" DIA. WEEP HOLES (EXTERIOR APPLICATIONS ONLY)

COLORS/FINISHES

■ V-1 3M 3635-222 DUAL-COLOR FILM BLACK



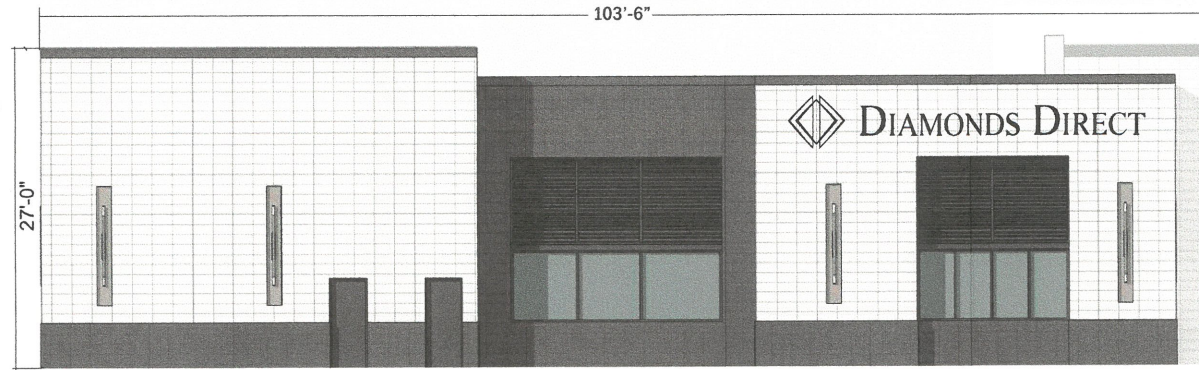
Two (2) Sets of internally illuminated facelit channel letters. Perforated black vinyl applied to faces.

ALL ARTWORK IS BILLABLE Customer Approval: _____

Date: _____

PAGE: 3

SCF-025 Rev. 3 Effective Date: 11.16.2017



North Elevation - Scale: 3/32" = 1'
WALL AREA: 2,794.5 sq.ft

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SIGN CONNECTION IS NOT RESPONSIBLE FOR DAMAGE TO UNMARKED UTILITY LINES.

Client: _____

JOB#: 2294

Customer: Diamonds Direct

Job Name: Oakbrook

Address: 1150 22nd St.

Oakbrook, IL 60523

Sales Contact: Wil Craig

Initial Design Date: 9/20/2022

Designer: E. Hellstrand

Scale: 1:40

- ☐ Conceptual Drawing
- ☐ Design Development
- ☐ Final Production

Revision Date(s): xx/xx/xxxx

Critical to Quality Information:

xxx

Font Schedule

FONT 1
FONT 2
FONT 3



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ISO 9001:2015 CERTIFIED

UL Label: placed so not visible to common area viewers. (TYP)

Electrical Service: 7-day 24-hour time clock, on separate service, wired to tenant meter. (TYP)

2170 McDonald Dr

North elevation

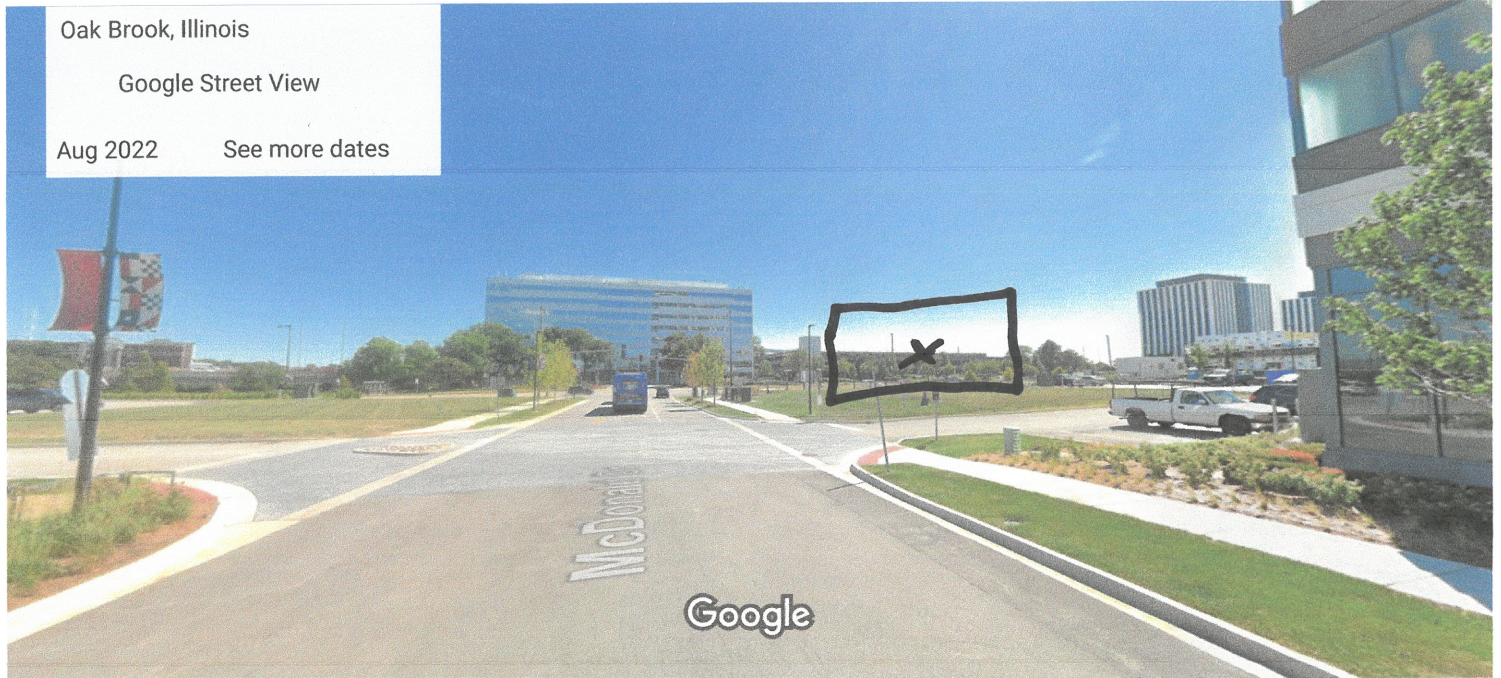


Image capture: Aug 2022 © 2024 Google



1050 W 22nd St

East Elevation

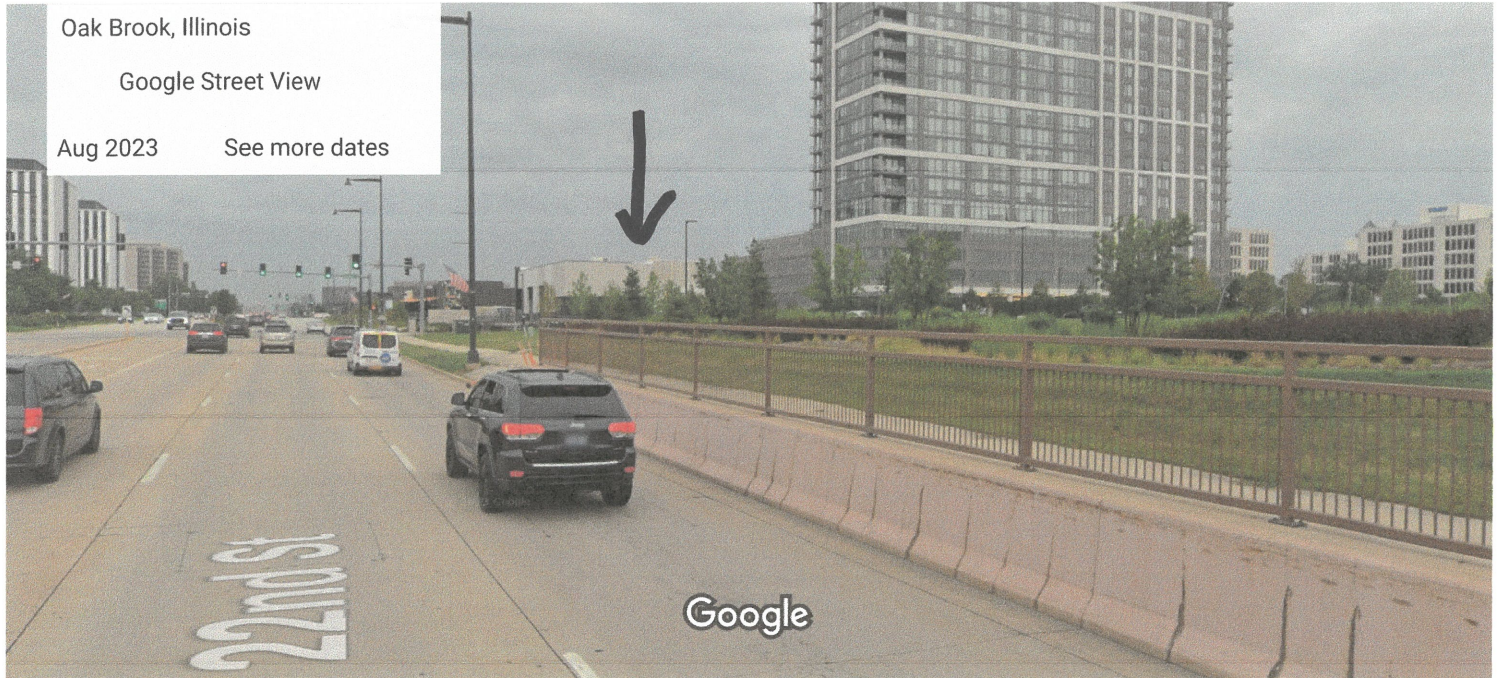
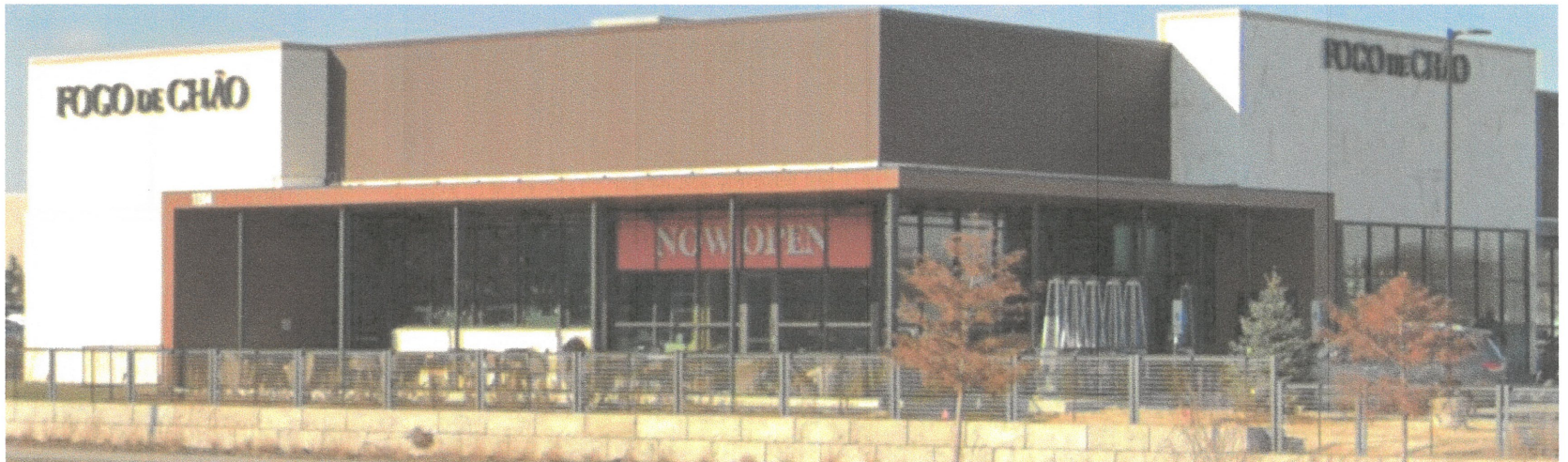


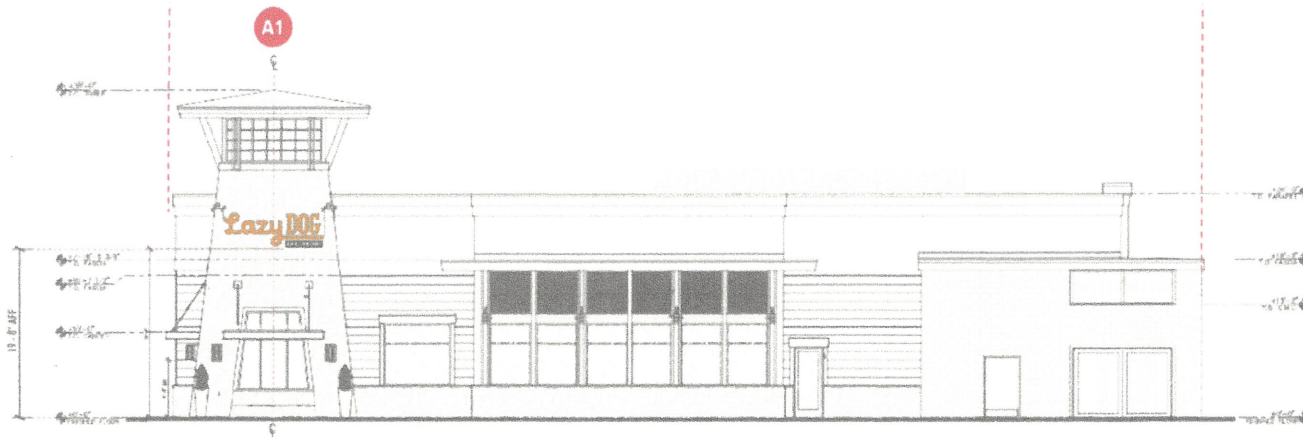
Image capture: Aug 2023 © 2024 Google



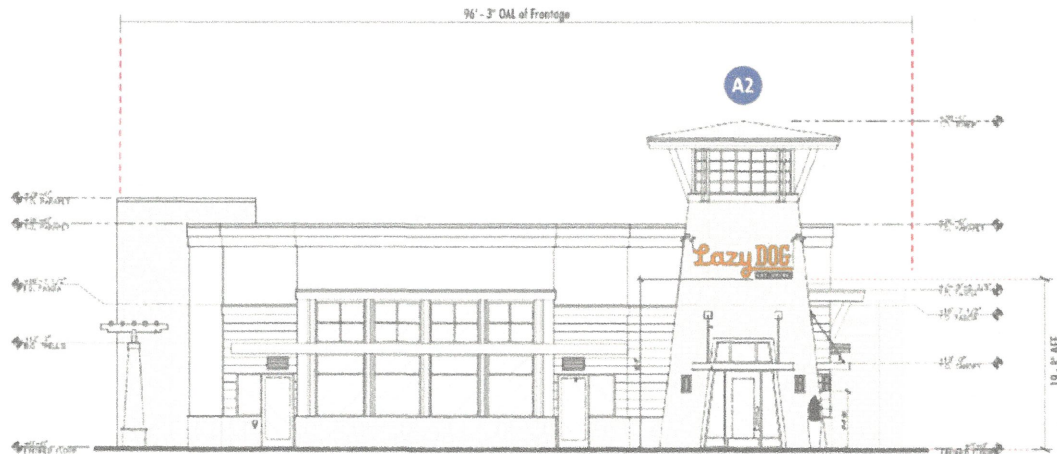
Nearby properties



Nearby properties



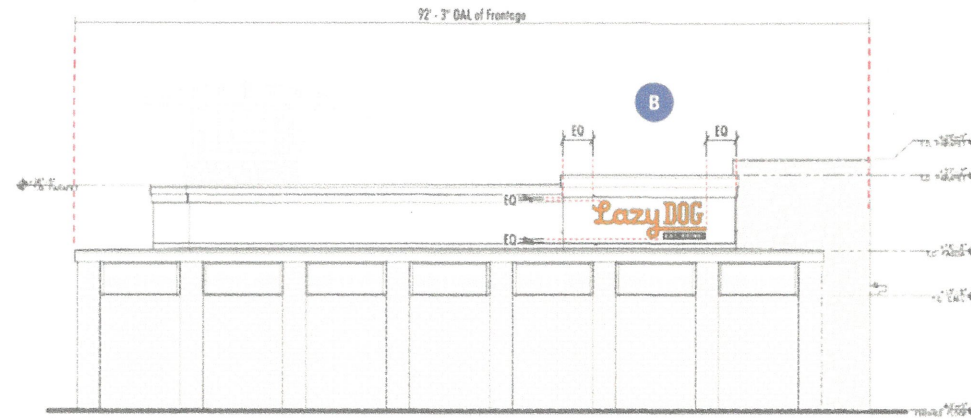
1 CONTEXT ELEVATION (SOUTH ELEVATION)
SCALE: 1" = 12'-0"



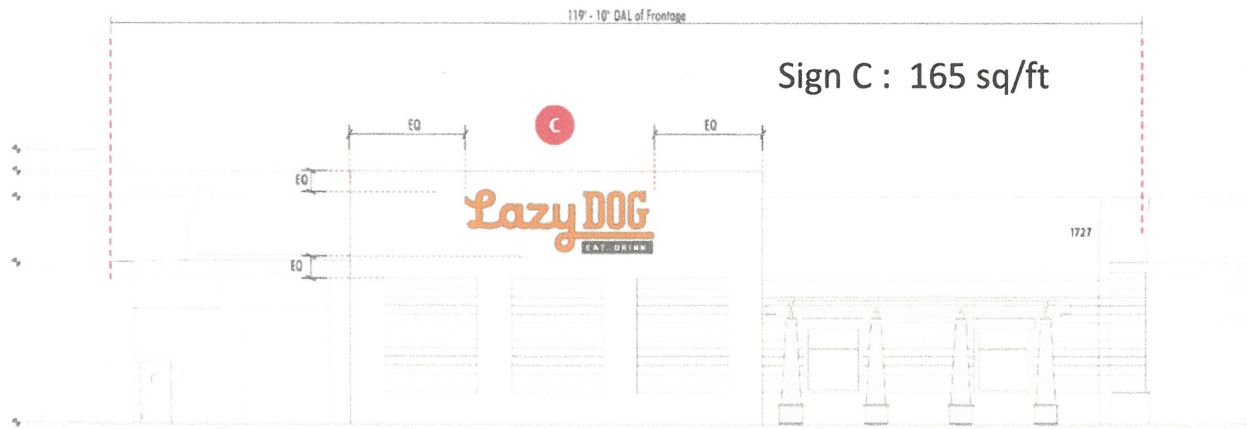
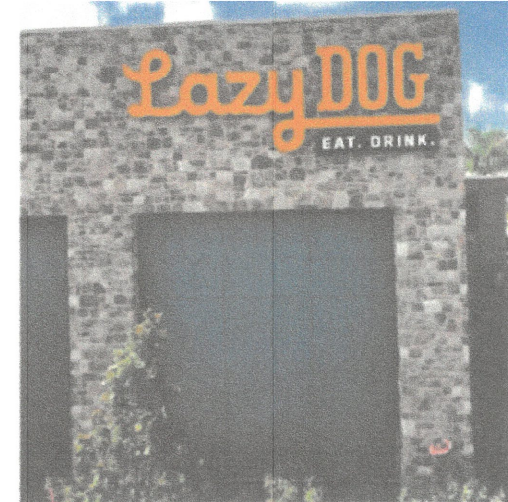
2 CONTEXT ELEVATION (WEST ELEVATION)
SCALE: 1" = 12'-0"



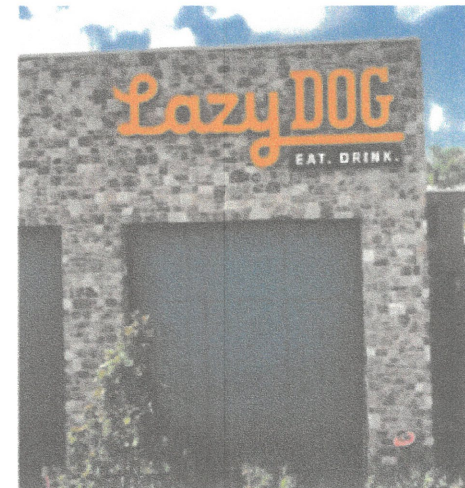
Nearby properties



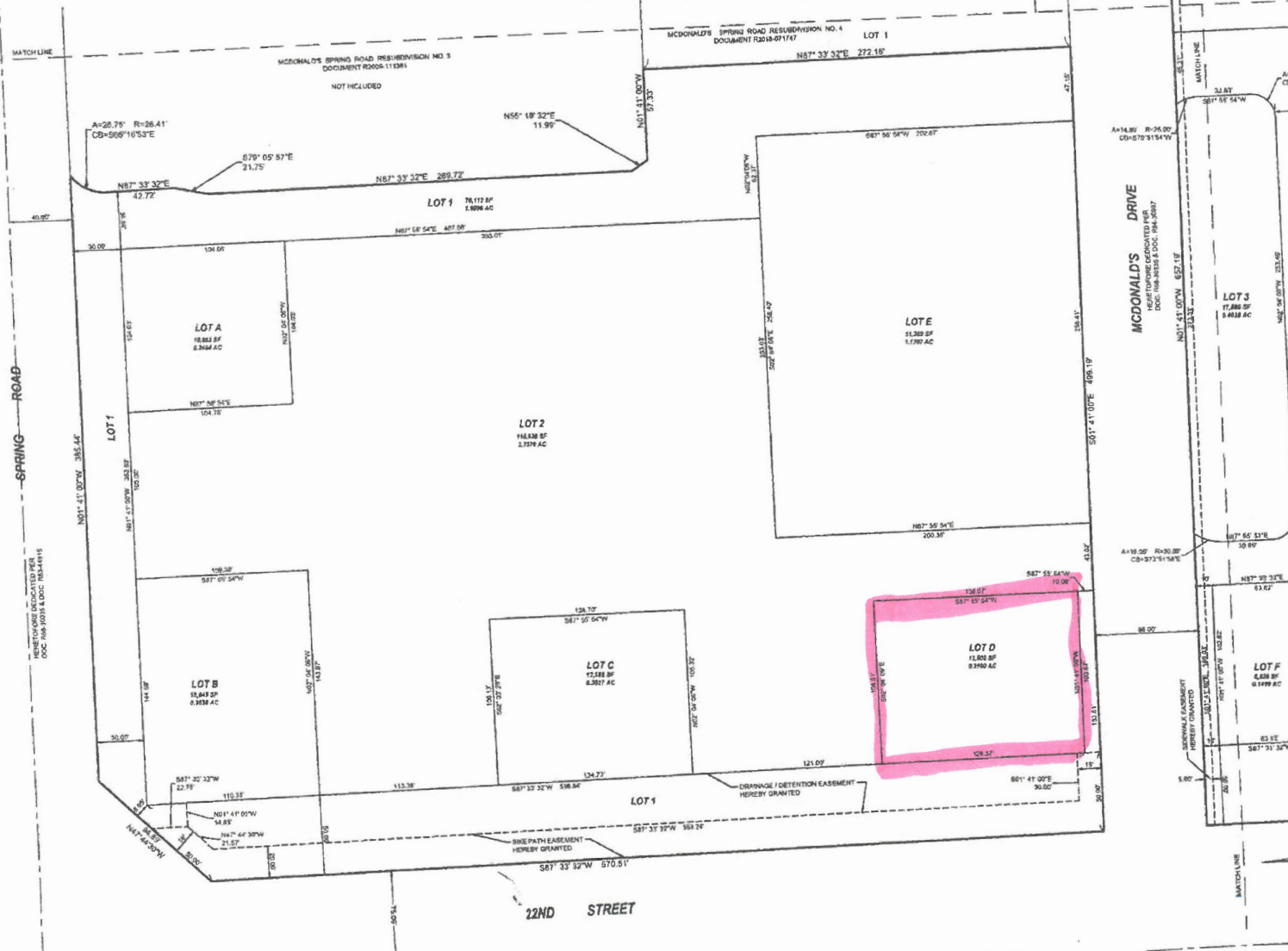
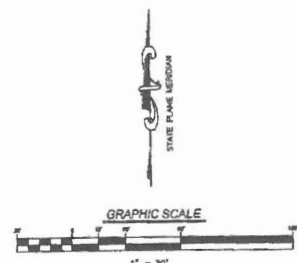
3 CONTEXT ELEVATION (EAST ELEVATION)
SCALE: 1" = 12' - 0"



4 CONTEXT ELEVATION (NORTH ELEVATION)
SCALE: 1" = 12' - 0"



FINAL PLAT OF SUBDIVISION OF OAK BROOK COMMONS



- LEGEND**
- PROPERTY LINE
 - EXISTING RIGHT-OF-WAY LINE
 - PROPOSED RIGHT-OF-WAY LINE
 - EXISTING LOT LINE
 - PROPOSED LOT LINE
 - EXISTING CENTERLINE
 - EXISTING EASEMENT LINE
 - SETBACK LINE
 - SECTION LINE
 - EASEMENT
 - FOUND FROM ROAD
 - FOUND FROM CROSS
 - FOUND FROM PIPE
 - FOUND FROM MONUMENT

- ABBREVIATIONS**
- N. NORTH
 - S. SOUTH
 - E. EAST
 - W. WEST
 - CB. CHORD BEARING
 - A. ARC LENGTH
 - R. RADIUS

	Engineers Scientists Surveyors	7325 Janes Avenue, Suite 100 Woodridge, IL 60517 630.724.9200 voice 630.724.0384 fax v360.com	PREPARED FOR Hines 444 West Lake Street, Suite 2400 Chicago, IL 60606 312.419.4900	REVISIONS				FINAL PLAT OF SUBDIVISION				Project No: 18203.1		
				OAK BROOK COMMONS				Group No: VP04.1						
				NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION	DRAFTING COMPLETED: 07-18-18		DRAWN BY: SPK		SHEET NO. 3 of 6
				1	08-06-18	REVISED PER VILLAGE REVIEW LETTER DATED AUG. 5, 2018				FIELD WORK COMPLETED: N/A		CHECKED BY: CDB		
				2	08-10-18	REVISED PER VILLAGE REVIEW LETTER DATED AUG. 10, 2018								



ITEM 9.A.4.

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 Special Meeting
of
June 25, 2024

SUBJECT: An Ordinance Approving Briarwood Lakes - Fence Variation

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: NA

RECOMMENDED MOTION: I move that the Village Board concur with the recommendation from the Zoning Board of Appeals to approve the proposed Fence Variation, subject to the following conditions:

1. The design and construction of the fence shall be in substantial conformance with the plans as submitted and approved.
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."

Background/History:

Briarwood Lakes Homeowners Association, submitted a zoning variation request for the construction of a five-foot (5') fence to surround the HOA. The property is zoned R-4, Single-Family Detached Residence District and is a subdivision of attached homes located on Briarwood Drive, just north of Oak Brook Road. The petitioner requested zoning variations to Sections 13-3-17.B.2 of the Zoning Code to permit and allow a five-foot (60") fence. The proposed fence would replace existing chain link fencing.

At their meeting on May 1, 2024, the Planning & Zoning Commission reviewed and deliberated on the petition. The Commission debated the safety, aesthetics, and overall rationale for the request. The Commission recognized hardship and unique circumstances only pertaining to the Southeast location of Site A, and recommended a 48-inch fence – not a five-foot (5') fence. The Southwest location of Site A shall remain at 42-inches (current code). The north location (Site B) was left out of the discussion due to a notification deficiency. The applicant addressed the standards in writing and by their testimony at the public hearing.

Finding that the applicant had satisfied the requirements for a variation, by a vote of 5 to 0, the Planning & Zoning Commission recommended approval of the requested variation (as detailed above), subject to the following conditions.

1. The design and placement of the proposed fence shall be in substantial conformance with the plans as submitted and approved.
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.”

The case file has been included with the P&Z Commission recommendation letter, both providing additional information and details pertaining to the application.

Please note that staff did include a prepared Ordinance in this agenda packet for review and approval (if the Board deems appropriate). Staff has prepared this ordinance in advance in an effort to accommodate the petitioner due to fewer Board of Trustees meetings during the summer.

Recommendation:

Staff recommends that the Village Board Approve Ordinance S-1701, An Ordinance Approving Briarwood Lakes - Fence Variation.

Attachments:

1. 2024-ZO-V-EX-S-1701
2. Briarwood Lakes Fence Variation - BOT Agenda Attachment

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
NUMBER 2024-ZO-V-EX-S-1701

AN ORDINANCE
GRANTING VARIATION FROM PROVISIONS OF SECTION 13-
3-17.B.2 OF TITLE 13 ("ZONING REGULATIONS") OF THE
VILLAGE CODE OF THE VILLAGE OF OAK BROOK TO ALLOW
A FOUR-FOOT FENCE FOR THE PROPERTY LOCATED AT 1
BRIARWOOD CENTRAL, IN THE VILLAGE OF OAK BROOK,
ILLINOIS

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 25th day of June 2024

ORDINANCE 2024-ZO-V-EX-S-1701

AN ORDINANCE GRANTING VARIATION FROM PROVISIONS OF SECTION 13-3-17.B.2 OF TITLE 13 ("ZONING REGULATIONS") OF THE VILLAGE CODE OF THE VILLAGE OF OAK BROOK TO ALLOW A FOUR-FOOT FENCE FOR THE PROPERTY LOCATED AT 1 BRIARWOOD CENTRAL, IN THE VILLAGE OF OAK BROOK, ILLINOIS

PINS: 06-27-407-113, 06-27-407-120, & 06-27-407-121

WHEREAS, the Village of Oak Brook is a municipal corporation organized pursuant to the laws of the State of Illinois;

WHEREAS, the Village of Oak Brook is authorized by the Illinois Municipal Code, 65 ILCS 5/11-13-5, to vary its zoning regulations where there are practical difficulties or particular hardship in observing those regulations for the use, construction, or alteration of buildings or structures or the use of land;

WHEREAS, the property owner has requested a variance from certain provisions of the Village of Oak Brook Zoning Ordinance as described herein;

WHEREAS, an application has been filed by Briarwood Lakes Homeowners Association (the "**Petitioner**"), and "**Owner**", of the property located at 1 Briarwood Central, Oak Brook, Illinois, which is legally described in Exhibit A attached hereto and incorporated herein (hereinafter referred to as the "**Subject Property**") and located in the R-4 Zoning District, is requesting a Variation from Section 13-3-17.B.2 of the Zoning Ordinance of the Village of Oak Brook, as amended, for certain relief to allow the erection of a fence forty-eight inches (48") in height, and approximately 600-ft long to replace the existing chain-link fence generally located towards the south of the property (hereinafter referred to as the "**Variation**");

WHEREAS, the Village of Oak Brook Planning & Zoning Commission (the "Commission"), on April 24, 2024 held a public hearing to consider the petitioner's request and to hear testimony on the proposal and as a result of said hearing the Commission issued a positive recommendation in this matter to approve the requested Variation all pursuant to proper notice and in compliance with the laws of the State of Illinois and ordinances of the Village of Oak Brook;

WHEREAS, the Commission found the request to be reasonable in that the requested Variation is appropriate, as modified, under the standards adopted by the Village of Oak Brook in its Zoning Ordinance applicable to zoning variances and made positive findings of fact in support of said variance;

WHEREAS, the Commission recommends approval of the Petitioner's request by the Board of Trustees of the Village of Oak Brook;

WHEREAS, the corporate authorities of the Village of Oak Brook find that the granting of the requested variance has no detrimental impact on the health, welfare, or safety of the public in general and finds that the petitioner has met the burden in demonstrating the grounds for the requested variation; and

WHEREAS, the corporate authorities of the Village of Oak Brook find that the Owner has demonstrated practical difficulties or particular hardship in the application of the Zoning Regulations.

NOW, THEREFORE, BE IT ORDAINED, 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 1. Recitals. The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to the Ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

Section 2. Grant of Variation. Subject to, and contingent on the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Village Board of Trustees shall, and does hereby, approve a Variation to the Zoning Regulations as follows:

Variation from Section 13-3-17.B.2 of the Zoning Ordinance of the Village of Oak Brook, as amended, to allow the erection of a fence forty-eight inches (48") in height, approximately 600-ft long, (along Oak Brook Road) to replace the existing chain-link fence generally located towards the south of the Subject Property, in lieu of the forty-two inch (42") maximum permitted.

Section 3. Conditions. The approval granted in Section 2 of this Ordinance is expressly subject to and contingent upon each of the following conditions:

- A. Substantial Conformance with Site Plan. The design and placement shall be constructed in substantial conformance with the plans as submitted and attached hereto and incorporated herein as **Exhibit B**.
- B. Compliance with Zoning Regulations and Village Code. The Owner shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived by this, or subsequent, Ordinances; and
- C. Compliance with Applicable Law. In addition to the other specific requirements of this Ordinance all of the operations and activities conducted on the Subject Property, must comply at all times with all applicable federal, state, and local ordinances, resolutions, rules, codes, and regulations.

Section 4. Failure to Comply with Conditions. Upon failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, the Variation granted herein, at the sole discretion of the President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void.

Section 5. Binding Effect. This Ordinance and the privileges, obligations, and provisions contained herein shall inure solely to the benefit of, and be binding upon the Owner and any and all of its heirs, successors, and assigns, and upon any and all current and successor legal or beneficial Owner of all or any portion of the Property.

Section 6. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

Section 7. Effective Date.

- A. This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law. and
- B. The filing by the Owner with the Village Clerk, for recording in the Office of the DuPage County Recorder of Deeds, of an unconditional agreement and consent ("**Unconditional Agreement and Consent**") to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. The unconditional agreement and consent must be executed by the Owner. The unconditional agreement and consent must be substantially in the form attached hereto and incorporated herein as **Exhibit C**. In the event that the Owner does not file with the Village Clerk the unconditional agreement and consent required herein within 60 days after the date of final passage of this Ordinance, the Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

Section 8. Conflict Clause. That all ordinances or parts of ordinances in conflict with the terms of this ordinance shall be repealed to the extent of said conflict.

Section 9. Publication. This ordinance shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section 10. Recording. This ordinance shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Oak Brook.

Remainder of page intentionally left blank; roll call vote to follow

PASSED THIS 25th day of June 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 25th day of June 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Legal Description

THAT PART OF SECTION 27 AND THE WEST 1/2 OF SECTION, 26, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO BEING PART OF LOTS 1 AND 2 OF BUTLER COMPANY BASE FARM ASSESSMENT PLAT AS PER PLAT THEREOF RECORDED JULY 8, 1964 AS DOCUMENT NO. R64- 24073 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 27, AFORESAID; THENCE S. 86 ° 26'15" W. ALONG THE SOUTH LINE OF SAID SECTION 27, A DISTANCE OF 263.45 FEET; THENCE N. 1° 43' 40" W. A DISTANCE OF 177.64 FEET; THENCE S 89°21'00" W., A DISTANCE OF 70.04 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE, BEING CONVEX TO THE SOUTHWEST AND TANGENT TO LAST DESCRIBED LINE, HAVING A RADIUS OF 350 FEET, AN ARC-DISTANCE OF 297.26 FEET; THENCE N 48° 00' 41" E., A DISTANCE OF 96.69 FEET; THENCE N 10° 04' 00" W., A DISTANCE, OF 389.49 FEET; THENCE N 19° 27' 00" W., A DISTANCE OF 754. 81 FEET; THENCE N 28°34' 00" W., A DISTANCE OF 549.70 FEET; THENCE N 43°47' 00" W., A DISTANCE OF 321.34 FEET; THENCE N 7° 13' 00" E, A DISTANCE OF 195.26 FEET; THENCE N 35° 52' 00" W., A DISTANCE OF 678.71 FEET; THENCE N 8° 58' 02" E., A DISTANCE OF .195.62 FEET; THENCE N 30° 00' 00" E., A DISTANCE OF 150 FEET; THENCE S, 86° 33' 00" E., A DISTANCE OF 252 FEET; THENCE S 44° 37' 00" E., A DISTANCE OF 322 FEET, THENCE N 69° 27' 00" E., A DISTANCE OF 196.50 FEET; THENCE N 8°24' 00" E., A DISTANCE OF 260 FEET; THENCE N 62°45' 00" E., A DISTANCE OF 207 FEET; THENCE N 90° 00' E, A DISTANCE OF 94 FEET; THENCE S 73 ° 08' 00" E., A DISTANCE OF 103. 50 FEET; THENCE S 64° 21' 00" E., A DISTANCE OF 365 FEET; THENCE S 88° 37' 30" E. A DISTANCE OF 308.85 FEET TO A POINT ON THE CENTER LINE OF ILLINOIS ROUTE 83, AS NOW PLATTED AND RECORDED; THENCE S 1° 22' 30" W., ALONG SAID CENTER LINE OF ILLINOIS ROUTE 83, A DISTANCE OF 751 FEET TO A POINT OF CURVATURE; THENCE CONTINUING SOUTHERLY ALONG SAID CENTERLINE, WHICH IS AN ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST AND BEING TANGENT TO LAST DESCRIBED LINE, AND HAVING A RADIUS OF 4778.35 FEET (RECORDED 4774. 74 FEET), AN ARC-DISTANCE OF 2005.72 FEET (RECORDED 2005.59 FEET) TO A POINT OF TANGENCY: THENCE 'CONTINUING ALONG SAID CENTER LINE OF ILLINOIS ROUTE 83, S. 22°40' 30" E., A DISTANCE OF 536.87 FEET TO A POINT ON THE SOUTH LINE OF THE W 1/2 OF SECTION 26, AFORESAID; THENCE N 89°40' 30" WEST ALONG THE SOUTH LINE OF SAID SECTION 26, A DISTANCE OF 668. 55 FEET TO THE PLACE OF BEGINNING (EXCEPT THOSE PARTS 'THEREOF HERETOFORE DEDICATED FOR ILLINOIS ROUTE 83 PER DOC. NO. 'S ·329 930 AND 333 674 AND FOR 31ST STREET PER DOC. NO. 631 573), CONTAINING 84.1227 ACRES MORE OR LESS, ALL IN DUPAGE COUNTY, ILLINOIS.

Address: 1 Briarwood Central, Oak Brook, Illinois 60523

PIN: 06-27-407-113, 06-27-407-120, & 06-27-407-121

EXHIBIT B

Plans





CLASSIC™

Timeless Elegance

Classic style features extended pickets that culminate to an arrow-pointed spear capture the beautiful look of old style wrought iron fencing. Single, double and arched walk gates that perfectly match this fence style are also available.

- ❖ 2-rail panels in 3', 3½', 4' and 5' heights, with a standard or flush bottom rail
- ❖ 3-rail panels in 3', 3½', 4', 5' and 6' heights, with a standard or flush bottom rail



MAJESTIC™

Modern Beauty

Majestic's flush top rail projects a clean, streamlined look that make it one of the most popular styles in the Montage family. Single, double and arched walk gates that perfectly match this fence style are available as well.

- ❖ 2-rail panels in 3', 3½', 4' and 5' heights, with a standard or flush bottom rail
- ❖ 3-rail panels in 3', 3½', (4') 5' and 6' heights, with a standard or flush bottom rail (4½' panels available with flush bottom rail only)



GENESIS™

Creatively Distinct

Genesis style's extended flat-topped pickets serve as a foundation for your choice of accent finials providing a customized design. Single, double and arched walk gates that perfectly match this fence style are available as well.

- ❖ 2-rail panels in 3', 3½', 4' and 5' heights, with a standard or flush bottom rail
- ❖ 3-rail panels in 3', 3½', 4', 5' and 6' heights, with a standard or flush bottom rail

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

WHEREAS, an application has been filed by Briarwood Lakes Homeowners Association (the "**Petitioner**"), and "**Owner**", of the property located at 1 Briarwood Central, Oak Brook, Illinois, which is legally described in Exhibit A attached hereto and incorporated herein (hereinafter referred to as the "**Subject Property**") and located in the R-4 Zoning District, is requesting a Variation from Section 13-3-17.B.2 of the Zoning Ordinance of the Village of Oak Brook, as amended, for certain relief to allow the erection of a fence forty-eight inches (48") in height, approximately 600-ft long, (along Oak Brook Road) to replace the existing chain-link fence generally located towards the south of the Subject (hereinafter referred to as the "**Variation**");

WHEREAS, Ordinance No. 2024-ZO-V-EX-S-1701 adopted by the President and Board of Trustees of the Village of Oak Brook on June 25, 2024 grants approval of the Variation subject to certain modifications, conditions, restrictions, and provisions; and

WHEREAS, the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until Owner files this Unconditional Agreement and Consent with the Village Clerk and consents to accept and abide by each of the terms, conditions and limitations set forth in the Ordinance.

NOW, THEREFORE, Owner does hereby agree and covenants as follows:

1. The Owner hereby unconditionally agrees to accept, consent to, and abide by all of the terms, conditions, restrictions, and provisions of the Ordinance.
2. The Owner acknowledges that: (i) public notices and hearings have been properly given and held with respect to the adoption of the Ordinance; (ii) the Owner has considered the possibility that the Variation granted by the Ordinance may be revoked if the Owner does not comply with the Ordinance; and (iii) The Owner agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Owner acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's issuance of any permits for the use of the Property, the construction of the new fence and that the Village's issuance of any such permits does not, and will not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time.
4. The Owner agrees to and does hereby hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the operation and use of the Property, or the Village's adoption of the Ordinance.
5. The restrictions imposed by this Unconditional Agreement and Consent shall be restrictions running with the land and shall be binding upon and inure to the benefit of the Owner and his heirs, successors, assigns, agents, licensees, lessees, invitees, and representatives, including, without limitation, all subsequent Owners of the Property, or any portion thereof, and all persons claiming under him to the extent provided in this Unconditional Agreement and Consent. If any of the privileges or rights created by this

Unconditional Agreement and Consent would otherwise be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common law rules imposing time limits, then the affected privilege or right shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States, or for any shorter period that may be required to sustain the validity of the affected privilege or right.

6. This Unconditional Agreement and Consent may not be amended, modified, released or annulled except upon the express, prior written approval of the Village of Oak Brook.

IN WITNESS WHEREOF, _____, on behalf of the Owner, executed this Unconditional Agreement and Consent on this ____ day of _____, 2024.

[Name]

[Name]

State of Illinois)
)
County of _____)

I, _____ a Notary Public in and for the County and State aforesaid do hereby certify that _____, personally known to me, and that he appeared before me this ____ day of _____, 2024, and acknowledged that he personally executed this instrument.

Notary Public

Seal

EXHIBIT 1 TO UNCONDITIONAL AGREEMENT AND CONSENT

LEGAL DESCRIPTION

THAT PART OF SECTION 27 AND THE WEST 1/2 OF SECTION, 26, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO BEING PART OF LOTS 1 AND 2 OF BUTLER COMPANY BASE FARM ASSESSMENT PLAT AS PER PLAT THEREOF RECORDED JULY 8, 1964 AS DOCUMENT NO. R64- 24073 DESCRIBED AS FOLLOWS:

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Address: 1 Briarwood Central, Oak Brook, Illinois 60523

PIN: 06-27-407-113, 06-27-407-120, & 06-27-407-121



VILLAGE OF
OAK BROOK
Illinois

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ITEM
BRIARWOOD HOA

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OAK BROOK *Illinois*

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

May 21, 2024

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

Subject: 1 Briarwood Central (HOA) – Fence Variation – To allow the construction of a five-foot (5') fence.

Dear Village President and Board of Trustees:

Background

At its meeting on May 1, 2024 the Planning & Zoning Commission held the required public hearing on a petition from David Arts, HOA President on behalf of the HOA, seeking approval of a variation in order to construct a five-foot (5') fence to replace the existing chainlink fencing. The requested relief to the Zoning Regulations are to the following:

- Section: 13-3-17. B.2 of the Oak Brook Zoning Ordinance (OBZO) in order to allow the construction of a five-foot (5') fence.

The property is located in the R-4 District.

Public Comment

All interested parties were notified of the public hearing. No one spoke in support of or in opposition to the request at the hearing.

Planning & Zoning Commission Discussion and Recommendation

The Planning & Zoning Commission discussed the request. The P&Z debated the safety, aesthetics, and overall rationale for the variation. The Board recognized hardship and unique circumstances only pertaining to the Southeast location of Site A, and recommended a 48-inch fence – not a five-foot (5') fence. The Southwest location of Site A shall remain at 42-inches (current code). The north location (Site B) was left out of the discussion due to notification deficiency. The applicant addressed the standards in writing and by their testimony at the public hearing.

By a vote of 5 to 0, the Planning & Zoning Commission recommended approval of the requested variation (as detailed above), subject to the following conditions.

1. The design and placement of the proposed fence shall be in substantial conformance with the plans as submitted and approved.

May 21, 2024
Village President and Board of Trustees
1 Briarwood Central (HOA) – Fence Variation
Page 2

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 MAY 1, 2024
REGULAR MEETING OF THE
PLANNING & ZONING COMMISSION OF THE
VILLAGE OF OAK BROOK
APPROVED AS WRITTEN ON MAY 22, 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, Baker Nimry and James Pontrelli (arrived at 6:32)

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

3. APPROVAL OF MINUTES

MINUTES

REGULAR PLANNING & ZONING COMMISSION MEETING OF APRIL 3, 2024

APRIL 3, 2024

Motion by Member Cappetta, seconded by Member Bulin to approve the minutes of the April 3, 2024 Regular Planning & Zoning Commission meeting as amended.
VOICE VOTE: Motion Carried.

4. UNFINISHED BUSINESS

UNFINISHED
BUSINESS

There was no unfinished business.

5. NEW BUSINESS

NEW BUSINESS

A. BRIARWOOD HOA – 1 BRIARWOOD CENTRAL – FENCE VARIATION

BRIARWOOD HOA –
FENCE VARIATION

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

Director Von Drasek gave a brief overview of the proposed petition.

David Arts, President of Briarwood Homeowner's Association (HOA), 34 Briarwood Drive, explained the need to replace the existing, deteriorating fences. They were

interested in replacing the south fence adjacent to 31st Street first and the north fence (between Brook Forest and Briarwood) at a later date.

He emphasized the petition was for replacement of existing fences and not fencing surrounding the entire subdivision.

Member Cappetta noticed that the resident letter did not meet the notification standards. Many addresses were missing on the north end of the property.

The petitioner asked if they could ask for the south fence variation since the notice went to all required residents in that area.

Village Attorney Castaldo replied that it would be okay to ask for the south fence variation, but not the north fence since it was not properly noticed.

Member Cappetta indicated she visited the site and did not believe there was a hardship. She felt it should be replaced, but not by a 5-foot fence.

Member Nimry suggested a 48-inch fence to replace the existing.

Lou Rymarczuk, property manager explained the desire to have a uniform 5-foot fence along 31st Street. He mentioned that Oak Brook Club had a 6-foot fence and that the proposed south fence would not affect any residential properties.

Members were in agreement that there was not a hardship for the entire request, but were in favor of replacing the fence along 31st Street with the existing height of 48-inches. However, they recommended 42-inch on the Regent side (also near 31st Street) since it ends at a residential driveway.

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

Member Cappetta discussed the variation standards and mentioned the petitioner was a Homeowner's Association and the fence variation would not affect any residential properties.

Motioned by Member Bulin, seconded by Member Nimry to recommend approval of a 48-inch fence variation on the east side of the proposed south fence (Site A), subject to the following conditions:

1. The design and placement of the proposed fence shall be in substantial conformance with the plans as submitted and approved.
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: 6 – Chairman Iyer, Members Bulin, Cappetta, Nimry and Pontrelli.
Motion carried.
Abstain: 1 - Member DiBernardo
Absent: 0 - Vice Chairman Ziemer and Members Hasan and Wilczak

5.

B. BUTLER SCHOOL DISTRICT – TA – ELECTRONIC CHANGEABLE COPY SIGN

TA - ELECTRONIC
CHANGEABLE COPY
SIGN

Director Von Drasek provided a brief overview of the proposed petition. She explained that the PTO of Butler Junior High School provided a donation to install an electronic changeable copy sign. Other government districts shared the desire to install electronic signs. The intent of combining additional sign regulations chapters was to eliminate the need to further complicate the extensive zoning code text amendments. She said they should be reviewed separately at the meeting.

Dr. Paul O'Malley, Superintendent of Butler School District 53 together with Reshma Mendi, 1726 Midwest Club Pkwy, Oak Brook presented a PowerPoint with the proposed sign and supporting information. The PTO provided a donation for the sign in order to improve digital communications by providing real-time updates, registration dates, achievements, sporting events, etc. They also detailed the text amendment electronic changeable copy sign regulations.

Director Von Drasek read aloud two emails received. One in opposition of the sign text amendment and one regarding the desire for more open space.

Elidee Schooley, 1913 Midwest Club Pkwy, a student from Butler Junior High School felt it was important that the school be given the opportunity to electronically communicate achievements and events. The current sign has deteriorated greatly.

Tina Chan, 8 Chatham Lane pointed out several reasons she was opposed to the electronic sign including, dangers, costs, precedence and future variations.

Nella Sansquiri, 914 Midwest Club Pkwy, President of Bulter District 53 PTO explained that the electronic changeable sign was donated by the PTO. She mentioned that the current changeable sign was unsafe for students to change the letters so close to a busy road. She said that the PTO received a lot of support to install a modern LED sign that would be important to communicate events and achievements.

Cindy Groh, 50 Windsor Drive was concerned that allowing the sign would cause a precedence. She encouraged the village to create a plan to enforce sign violations.

Jamie Lock, 17 Croydon Lane mentioned she was representing several other families who were in support of the sign. She felt it was important to update zoning regulations for the village to progress. She also felt that the sign was appropriately sized and

VILLAGE OF OAK BROOK
Planning & Zoning Commission

STAFF REPORT

DATE: April 24, 2024

CASE NOS: 2024-05-ZO-VAR

DESCRIPTION: Variation – To allow a five-foot (5') fence which exceeds the maximum 42 inches allowed.

PETITIONER: Briarwood Lakes Homeowners Association

ADDRESS: 1 Briarwood Central

EXISTING ZONING: R-4, Single-Family Detached Residence District

ZONING/USE OF SURROUNDING PROPERTY:

North: R-4, Single-Family Detached Residence District

South: Same

East: Same

West: R-3, Single-Family Detached Residence District

DISCUSSION:

Briarwood Lakes Homeowners Association has submitted a petition seeking approval of a variation from the fence regulations to permit and allow five- foot (5'). The proposed fence would replace existing chain link fencing.

In particular, the applicant is seeking variation to the following section of the Fence Regulations:

- *Section: 13-3-17. B.2 Solid fences shall be a maximum height of twenty four inches (24") and be constructed of wood, stone, brick or other masonry material. All nonsolid fences shall be a maximum height of forty two inches (42") and shall be constructed of wood, stone, brick, wrought iron, aluminum or synthetic materials that are molded and give the appearance of wood, stone, brick or wrought iron.*

Staff Comments:

The subdivision has an existing chain-link fence on the north (1,800') that separates it with Brook Forest subdivision and on the south that borders Oak Brook Road. According to the petitioner, the chain-link fence is old and there are concerns of trespassing to access the ponds and resident security.

STAFF REPORT – BRIARWOOD
1 BRIARWOOD CENTRAL
VARIATIONS – FENCE
CASE No. 2024-05-ZO-VAR

The Village code allows fence height (up to six-feet, 6') and privacy (solid fence) along major arterials such as Roosevelt Road, 22nd Street, Illinois Route 83/Kingery Highway, Interstate Highway I-88, or Interstate Highway I-294. Oak Brook Road was not included in this section of the code. It is noted that many HOAs have aging chain-link fencing. Briarwood will replace the south section of chain-link fence (1,100') first, with the north section being replaced at a later date.

The applicant will meet all other applicable fence regulations.

Please see the case file for additional information regarding this request as well as visual depiction of the proposed fence.

RESPONSIBILITIES OF HEARING BODIES:

The Planning and Zoning Commission (P&Z) 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 – BRIARWOOD
1 BRIARWOOD CENTRAL
VARIATIONS – FENCE
CASE No. 2024-05-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:

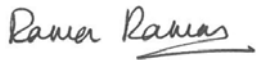
Staff is recommending approval of the application. The approval of variation will not be detrimental to the public or community. If the P&Z is of the opinion that the applicant has satisfied the requirements for the requested variations to the Fence Regulations for the property located at 1 Briarwood Central, a recommendation would be in order to approve the request subject to the following conditions:

1. The design and placement of the proposed fence shall be in substantial conformance with the plans as submitted and approved.
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 P&Z determination, should be stated as part of either motion. The recommendation may state any conditions reasonably related to the petition, which the P&Z Commission deems necessary to protect the public interest.

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, May 1, 2024 at 6:30 p.m. for the purpose of considering the application from the petitioner, Briarwood Lakes Homeowners Association. 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 the approval of a variation to allow for the construction and installation of a five-foot (5') high fence on the property at 1 Briarwood Central. The property may be generally described as 1 Briarwood Central, Oak Brook, IL, with the PIN as follows:

PIN: 06-27-407-113
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 60521, 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.

Nefasha Scarpiniti
Village Clerk

Published at the direction of the Corporate Authorities and the Planning & Zoning Commission of the Village of Oak Brook, DuPage and Cook Counties, Illinois.

Published in Daily Herald April 10, 2024 (4614345)

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 04/10/2024 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 *Danula Baltz*
Designee of the Publisher of the Daily Herald

Control # 4614345





OAK BROOK
Illinois

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

April 10, 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, May 1, 2024

Board of Trustees Meeting.....7:00 p.m., Tuesday, June 25, 2024***

*Public Hearing Body – Variation

*** Pending P&Z

The application has been filed by:

Briarwood Lakes HOA
1 Briarwood Central
Oak Brook, IL 60523

The property in question is located at:

1 Briarwood Central
Oak Brook, IL 60523

Relationship of applicant to property:

Homeowners Association

The petitioner is requesting a variation to install a fence with a maximum height of five-feet (5') surrounding the HOA.

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



*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.

The Village of Oak Brook, in compliance with the Americans with Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting facilities, contact the Village ADA Coordinator at 630-368-5010 as soon as possible before the meeting date.

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



OAK BROOK
Illinois

ITEM 6.E.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
March 26, 2024

SUBJECT: Briarwood Lakes HOA Variation

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to refer the request for variation to the Planning & Zoning Commission for a public hearing and a recommendation related to a proposed fence at Briarwood Lakes Subdivision.

Background/History:

Briarwood Lakes Homeowners Association, has submitted a zoning variation request for the construction of a five-foot (5') fence. The property is zoned R-4, Single-Family Detached Residence District and is a subdivision of attached homes located on Briarwood Central, just north of Oak Brook Road. The location of the proposed fence creates boundaries for the subdivision on Oak Brook Road (31st Street) and between Briarwood and Brook Forest subdivisions.

The petitioner is requesting zoning variations to Sections 13-3-17.B.2 of the Zoning Code to permit and allow a five-foot (60") fence. The proposed fence would replace existing chain link fencing.

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

Recommendation:

Please refer Briarwood Lakes HOA's request for a Variation to allow a five-foot fence to the Planning & Zoning Commission for a public hearing, review, and a recommendation.

Attachments:

1. Briarwood Lakes HOA Fence VAR

13-3-17: FENCE REGULATIONS:

B. The following regulations shall apply to all fences other than fence type structures:

2. Solid fences shall be a maximum height of twenty four inches (24") and be constructed of wood, stone, brick or other masonry material. All nonsolid fences shall be a maximum height of forty two inches (42") and shall be constructed of wood, stone, brick, wrought iron, aluminum or synthetic materials that are molded and give the appearance of wood, stone, brick or wrought iron.



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) ☐

- 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 31ST ST FENCE PERMANENT PARCEL NO* 06-27-407-113
LOT NO. _____ SUBDIVISION BRIARWOOD LAKES LEGAL ADDRESS* 1 BRIARWOOD CENTRAL O.B
ZONING DISTRICT R-4 ZONING ORDINANCE SECTION _____ ACTION REQUESTED Replacement of Chain Link Fence

PROPERTY INTEREST OF APPLICANT:

OWNER ☐

CONTRACT PURCHASER ☐

AGENT ☒

OWNER(S) OF RECORD BRIARWOOD LAKES

PHONE 630-222-9800

ADDRESS 1 BRIARWOOD CENTRAL

CITY OAK BROOK

STATE IL ZIP 60523

BENEFICIARY(IES) OF TRUST _____

PHONE _____

ADDRESS _____

CITY _____

STATE _____

ZIP _____

NAME OF APPLICANT (and Billing Information) Lou Rymarsuk

PHONE 630-222-9800

ADDRESS 1 BRIARWOOD CENTRAL

CITY OAK BROOK

STATE IL

ZIP 60523

Contact Name and E-mail Address(s) BRIARWOOD LAKES @ COMCAST.NET

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.

[Signature] President 03/14/2024 Lou Rymarsuk 03/14/2024
Signature of Owner Date Signature of Applicant Date

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

Date Filed 3/19/24 Fee Paid \$ N/A Receipt No. N/A Received By R. Von Arasek

Board of Trustees (Referral) 3/26/24 Notice Published 4/10/24 Newspaper Daily Herald Adj. Property Owners Notified 4/10/24

PUBLIC HEARING DATES: Planning & Zoning Commission 5/1/24

Board of Trustees _____

Board of Trustees 6/25/24

(Approval of Ordinance)

SIGNED - VILLAGE CLERK

[Signature] 3/21/2024
Date

BRIARWOOD LAKES COMMUNITY ASSOCIATION

One Briarwood Central · Oak Brook, Illinois 60523-8701

LETTER OF EXPLANATION

The property commonly known as Briarwood Lakes Subdivision has old damaged chain link fence on our north boundary . (1,800 feet) We, the HOA, are applying for a variance from Section 13-3-17(B)(1)-(2) of the Village of Oak Brook Municipal Code to allow construction of a non-solid aluminum perimeter fence with a height of 60". We are requesting said variation due to 1) Improve aesthetics 2) Security, trespassing to access ponds for fishing has resulted in damaged fence and breach in security. Trespass access to ponds and walking on spillways creates liability for another drowning. 3) Massive overgrowth of invasive buckthorn with fence destruction and competition with preferred landscape material.

Briarwood Lakes wants to enter into contract with Anaya and Sons Fence Company to remove old fence and install a 60" aluminum Montage Majestic Modern Beauty fence (photo attached).

LOU RYMARCSUK, CMCA
COMMUNITY ASSOCIATION MANAGER
(630) 222-9800
email: briarwoodlakes@comcast.net
www.briarwoodlakes.com

Briarwood Lakes is an Illinois Not-For-Profit Corporation

Briarwood Lakes Community Association

One Briarwood Central · Oak Brook, Illinois 60523-8701

Fence Height Variance Request May 1, 2024 Planning and Zoning Meeting

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:

Briarwood is a gated over 55 community that is situated on 74 acres with homes built around 17 acres of scenic lakes and lush landscaping. Briarwood's attention enhancing homeowner value, resident security, and beautiful landscaping and forestry have all been priorities for the past five years. Because Briarwood was built in the 1970's much of the infrastructure and forestry has been and continues to be replaced.

The passage of time has made a southern boarder (31st Street and Regent Drive - approximately 800 feet) a neighborhood eyesore and a security and safety risk not only for Briarwood but the community as a whole. The 31st Street and Regent Drive project is slated for 2024. The northern border with Brook Forest is in an overgrown wooded area that, in the future we would like to clean up the invasive plants, removed the same dilapidated chain link fence and replace it with the same fence as the on 31st Street and Regent Drive. (See attached Exhibit 1 for discussed areas)

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

RESPONSE:

A chain link fence that was constructed in the 1970's is deteriorating and has become overgrown with invasive buckthorn. The fence is compressed so that trespassers can easily step over it and do. (See Exhibit 2) In the history of Briarwood there have been three drownings in the lakes by interlopers who entered the property. This has negatively impacted the victims' families and the residents of Briarwood. Our solution that solves the beautification issue and improves the safety and security is why we are seeking a variance from the current fence code of 42 inches to a 60 inch ornate iron fence. (See Exhibit 3) Much of the dilapidated chain link fence is or was 48 inches. The village code mandates a minimum of a 48 inch fence and up to a 60 inch fence around swimming pools or any other water feature. While that code was not written with a place like Briarwood in mind, it certainly highlights the unique nature and risks of 17 acres of lakes with fences on the perimeter of the property in wooded areas.

Briarwood Lakes is an Illinois Not-For-Profit Corporation and Over Age 55 Community

That Complies with The Fair Housing Act: Housing for Older Persons

Briarwood Lakes Community Association

One Briarwood Central · Oak Brook, Illinois 60523-8701

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

RESPONSE:

The enhancement of the proposed fence will fix the aforementioned eyesore and will be similar to the fence at Brook Forest School. (See Exhibit 3)

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:

As previously mentioned, in the history of Briarwood there have been three drownings in the lakes by interlopers who entered the property. This has negatively impacted the victims' families and the residents of Briarwood. Also, the beautification of the Briarwood / Brook Forest entry off 31st Street positively impacts the entire neighborhood.

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:

There are no other properties like Briarwood in Oak Brook. Briarwood is unique with the combination of being a 74 acre gated community with over 23% of the property being lakes and waterways.

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:

To the contrary, this variation improves the neighborhood as previously discussed.

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 fence will be the same or similar to the one located at Brook Forest School, so it is only positive with no endangerment.

Briarwood Lakes is an Illinois Not-For-Profit Corporation and Over Age 55 Community

That Complies with The Fair Housing Act: Housing for Older Persons

Briarwood Lakes Community Association

One Briarwood Central · Oak Brook, Illinois 60523-8701

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

RESPONSE:

We are not developers; we are residents working to improve Oak Brook and the community in which we live. In fact, the desirability of Briarwood as evidenced by the list of people who want to move here.

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

RESPONSE:

As mentioned, the passage of time, deterioration and circumstances have created and identified our need.

***Briarwood Lakes is an Illinois Not-For-Profit Corporation and Over Age 55 Community
That Complies with The Fair Housing Act: Housing for Older Persons***

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)

BRIARWOOD LAKES 1 BRIARWOOD CENTRAL OAK BROOK, IL 60523	BROOK FOREST COMM ASSOC 1 PEMBROKE LN OAK BROOK, IL 60523	
MORRILL, DANIEL & K 1 LAMBETH CT OAK BROOK, IL 60523	TANVIR, ASAD & AYESHA SUL 1 REGENT DR OAK BROOK, IL 60523	FICK, MARIAN E 100 BRIARWOOD CIR OAK BROOK, IL 60523
COLLERAN, DENNIS P 101 BRIARWOOD CIR OAK BROOK, IL 60523	MITCHELL, BARTON & JOYCE 102 BRIARWOOD CIR OAK BROOK, IL 60523	FRANCIS JR, JOHN & K 103 BRIARWOOD CIR OAK BROOK, IL 60523
MENDIUS, RUTH 8115 FAIRHAVEN GLEN UNIVERSITY PARK, FL 34201	WEBBER JR, CHARLES & C 105 BRIARWOOD CIR OAK BROOK, IL 60523	MNISZEWSKI, KIM & JOANN 106 BRIARWOOD LN OAK BROOK, IL 60523
GRANT, EDMUND & MARY LOU 107 BRIARWOOD LN OAK BROOK, IL 60523	LAVELLE, RAYMOND & C 108 BRIARWOOD LN OAK BROOK, IL 60523	HANNON, THERESA M C/O 109 BRIARWOOD LN LLC109 B, OAK BROOK, IL 60523
FRONZA, JOYCE H TR 110 BRIARWOOD LN OAK BROOK, IL 60523	PIETRZAK, EDWARD 111 BRIARWOOD LN OAK BROOK, IL 60523	CHIODRAS, NORMAN P 112 BRIARWOOD LN OAK BROOK, IL 60523
CHICAGO TITLE 5141 113 BRIARWOOD LOOP OAK BROOK, IL 60523	KRON, THOMAS & PATRICIA 114 BRIARWOOD LOOP OAK BROOK, IL 60523	JOHNSON, L & C BOOTH 115 BRIARWOOD LOOP OAK BROOK, IL 60523
BOYLE, KAREN 117 BRIARWOOD LOOP OAK BROOK, IL 60523	STEWART, CAROL ANN 118 BRIARWOOD LOOP OAK BROOK, IL 60523	KEENAN TR, LOUANN K 119 BRIARWOOD LOOP OAK BROOK, IL 60523
FARRELL, DANIEL & JUANITA 12 BRIARWOOD S OAK BROOK, IL 60523	KEARNEY, HAVOLYN & RONDALA 12 REGENT DR OAK BROOK, IL 60523	PALUMBO, SEBASTIAN 321 CENTER ST HILLSIDE, IL 60162
BUFFARDI, JAMES S 121 BRIARWOOD LOOP OAK BROOK, IL 60523	VAN HORNE, FAMILY TR 122 BRIARWOOD AVE OAK BROOK, IL 60523	VOLK, J & S ACKLEY 123 BRIARWOOD AVE OAK BROOK, IL 60523

ANDERSON, MARILYN J 124 BRIARWOOD AVE OAK BROOK, IL 60523	CLINE, PHILIP & KATHLEEN 125 BRIARWOOD AVE OAK BROOK, IL 60523	SMITH, RANDALL S 126 BRIARWOOD AVE OAK BROOK, IL 60523
BELMONTE JR, JOHN V 127 BRIARWOOD AVE OAK BROOK, IL 60523	BARYL, THOMAS & GAIL 128 BRIARWOOD AVE OAK BROOK, IL 60523	PORTERFIELD, CHARLES & C 129 BRAIRWOOD AVE OAK BROOK, IL 60523
GIORDANO, NICK & AGATHA 13 BRIARWOOD LN OAK BROOK, IL 60523	MALHAM, NICHOLAS Z 130 BRIARWOOD AVE OAK BROOK, IL 60523	FREDRIKSON, MARGARET 131 BRIARWOOD AVE, OAK BROOK, IL 60523
HOUSER, DAVID & MARCIA 132 BRIARWOOD AVE OAK BROOK, IL 60523	MC DERMOTT, TERRANCE & S 133 BRIARWOOD AVE OAK BROOK, IL 60523	CARPENTER, MARY ANNE 134 BRIARWOOD AVE OAK BROOK, IL 60523
RIBAR, GREGORY & MARCIA 135 BRIARWOOD AVE OAK BROOK, IL 60523	STYLES, M & S SIMPAO 136 BRIARWOOD AVE OAK BROOK, IL 60523	WENCEL, JANE M 137 BRIARWOOD DR OAK BROOK, IL 60523
GILBERT, ROBERTA A 14 BRIARWOOD LN OAK BROOK, IL 60523	RAY, ASOK & PURNIMA 14 REGENT DR OAK BROOK, IL 60523	GRILLI, DAVID & MICHELE 148 BRIARWOOD N OAK BROOK, IL 60523
XINOS, S M & C P XINOS 149 BRIARWOOD NORTH OAK BROOK, IL 60523	WESTBERG, KATHLEEN P TR 15 BRIARWOOD LN OAK BROOK, IL 60523	IYER, RAJARAMAN & MEENA 15 LAMBETH CT OAK BROOK, IL 60523
IQBAL, NASIR 15 REGENT DR OAK BROOK, IL 60523	ZANNIS, ELAINE 150 BRIARWOOD OAK BROOK, IL 60523	BARRANCO, CHARLES & JOANN 16 BRIARWOOD LN OAK BROOK, IL 60523
CTLTC MDN 9696 10 S LA SALLE ST UNIT 2750, CHICAGO, IL 60603	CROWN TR, NANCY E 17 BRIARWOOD LN OAK BROOK, IL 60523	JIANG, W & X GE 17 REGENT DR OAK BROOK, IL 60523
LANGERT, ANDREW & CANDICE 18 BRIARWOOD LN OAK BROOK, IL 60523	YUNG, SHUPING M & DIANE 18 REGENT DR OAK BROOK, IL 60523	GATZIOLIS, THOMAS J 19 BRIARWOOD LN OAK BROOK, IL 60523

ZAIDI, F & S HUSSAIN
19 REGENT DR
OAK BROOK, IL 60523

HUMAYUN, SHAHEEN
110 LIVERY CIR
OAK BROOK, IL 60523

FOTOPOULOS, ELAINE
202 BRIARWOOD LOOP
OAK BROOK, IL 60523

LEONARD, ZACHARIAS
205 BRIARWOOD LOOP
OAK BROOK, IL 60523

ARNQUIST, JOHN & LOWAYNE
21 REGENT DR
OAK BROOK, IL 60523

BOEN, ROBERT & DIANE
23 BRIARWOOD SOUTH
OAK BROOK, IL 60523

FENG, M & I ZHAO
24 REGENT DR
OAK BROOK, IL 60523

MORRISSEY, WALTER & JANE
27 BRIARWOOD LN
OAK BROOK, IL 60523

MUZAFFAR TR, ZARINA
29 BRIARWOOD SOUTH
OAK BROOK, IL 60523

CHICAGO TITLE 8002365093
C/O VITALCOR INC.
100 E CHESTNUT
WESTMONT, IL 60559

JUNEJO, TARIQ & AFSHAN
1511 MIDWEST CLUB PWY
OAK BROOK, IL 60523

MONDSCHAEAN, JAMES&MARILYN
200 BRIARWOOD LOOP
OAK BROOK, IL 60523

POPPERT, MARK & DONNA
203 BRIARWOOD LOOP
OAK BROOK, IL 60523

CESAFSKY, BARRY R
206 BRIARWOOD PASS
OAK BROOK, IL 60523

MORRISSEY, JOHN
22 BRIARWOOD
OAK BROOK, IL 60523

DIMITRIOU, ELENI & S
23 REGENT DR
OAK BROOK, IL 60523

BROM, CHARLES & CINDY
25 BRIARWOOD
OAK BROOK, IL 60523

NOTH, JAMES & ANNE
28 BRIARWOOD
OAK BROOK, IL 60523

SANIIE, JAFAR & BARBARA
29 REGENT DR
OAK BROOK, IL 60523

SKOWRON, RAYMOND F
30 REGENT DR
OAK BROOK, IL 60523

BUFFARDI, PHYLLIS M
20 BRIARWOOD
OAK BROOK, IL 60523

TOVO, JOSEPH & DIANA
201 BRIARWOOD LOOP
OAK BROOK, IL 60523

KASBEKAR, AJITA
204 BRIARWOOD LOOP
OAK BROOK, IL 60523

PLASS, HAROLD V
21 BRIARWOOD
OAK BROOK, IL 60523

KNAPP, WILLIAM
22 REGENT DR
OAK BROOK, IL 60523

KELLY, JOANNE M
24 BRIARWOOD SOUTH
OAK BROOK, IL 60523

SMAGALA, ANNA & OLIVIA
26 BRIARWOOD
OAK BROOK, IL 60523

BROWAR, ANDREW & TAISA L
28 REGENT DR
OAK BROOK, IL 60523

DESHPANDE, SARADA
3 LAMBETH CT
OAK BROOK, IL 60523

SHAH, PRITI
31 BRIARWOOD LN
OAK BROOK, IL 60523

SAWLANI, MANISH & PREETI
31 REGENT DR
OAK BROOK, IL 60523

WEIGAND, R & J SLONE
33 BRIARWOOD SOUTH
OAK BROOK, IL 60523

AVILA, TERESITA & ALFREDO
34 REGENT DR
OAK BROOK, IL 60523

CHEUNG, KENNETH & LILY
36 REGENT DR
OAK BROOK, IL 60523

TANNA, PANKAJ & S
39 BRIARWOOD LN
OAK BROOK, IL 60523

DRASSLER, CAROLYN J & R R
41 BRIARWOOD
OAK BROOK, IL 60523

RYAN, JEAN
43 BRIARWOOD
OAK BROOK, IL 60523

RUSSO, ANTHONY & MARILYN
46 BRIARWOOD
OAK BROOK, IL 60523

MORRIS, WM & THEODORA
26 REGENT DR
OAK BROOK, IL 60523

PARRILLI SR, JAMES D
51 BRIARWOOD LN
OAK BROOK, IL 60523

MC KAY, CATHERINE L
32 BRIARWOOD LN
OAK BROOK, IL 60523

MONDSCHER, JOSEPH
33 REGENT DR
OAK BROOK, IL 60523

MALELO, AJ
35 BRIARWOOD LN
OAK BROOK, IL 60523

REMIJAS, THOMAS & PAMELA
37 BRIARWOOD
OAK BROOK, IL 60523

MISUREC, RUDOLPH
4 REGENT DR
OAK BROOK, IL 60523

VUKAJLOVIC, GRADIMIR
41 REGENT DR
OAK BROOK, IL 60523

NICOSIA TR, SALVATORE
44 BRIARWOOD
OAK BROOK, IL 60523

SEYBOLD, HARVEY & JILL
47 BRIARWOOD
OAK BROOK, IL 60523

WEST SUBURBAN BANK TR 868
5 REGENT DR
OAK BROOK, IL 60523

ANDERSON TR, CAROL T
52 BRIARWOOD LN
OAK BROOK, IL 60523

MULLINS, JOAN E
32 REGENT DR
OAK BROOK, IL 60523

ARTS, L ELIZABETH
34 BRIARWOOD
OAK BROOK, IL 60523

KEPCHAR, DAVID & B RILEY
36 BRIARWOOD LN
OAK BROOK, IL 60523

SAID, NAGWA S
38 BRIARWOOD
OAK BROOK, IL 60523

MUNARETTO, RICHARD A
40 BRIARWOOD
OAK BROOK, IL 60523

VAN VERST, RICHARD H
42 BRIARWOOD SOUTH
OAK BROOK, IL 60523

GIBSON, MARY B
45 BRIARWOOD
OAK BROOK, IL 60523

FOX, MICHAEL J
48 BRIARWOOD
OAK BROOK, IL 60523

CONFORTI, FRANK & CONCETTA
50 BRIARWOOD LN
OAK BROOK, IL 60523

VANDRUNEN, MARTHA L
53 BRIARWOOD LN
OAK BROOK, IL 60523

DUNTEMAN, SHEILA R TR

54 BRIARWOOD LN

OAK BROOK, IL 60523

FILIPPINI, J & T WETZ

57 BRIARWOOD LN

OAK BROOK, IL 60523

CUDA, ANTHONY & G MARANO

6 REGENT DR

OAK BROOK, IL 60523

ATCHISON, LAURA A

61 BRIARWOOD LN

OAK BROOK, IL 60523

WAGNER, KURT & SUSAN

64 BRIARWOOD LN

OAK BROOK, IL 60523

HEIN JR, RONALD J & ROBIN

67 BRIARWOOD LN

OAK BROOK, IL 60523

KOCSIS, IRENE D

7 REGENT DR

OAK BROOK, IL 60523

WALL, ROBT & MARY

72 BRIARWOOD CIR

OAK BROOK, IL 60523

ACCETTURA, PERRY

75 BRIARWOOD CIR

OAK BROOK, IL 60523

CALOIA TR, KELLY & KATHRY

78 BRIARWOOD CIR

OAK BROOK, IL 60523

BIELL, SHEILA

55 BRIARWOOD LN

OAK BROOK, IL 60523

HIGGINS, LISA & MICHAEL

58 BRIARWOOD LN

OAK BROOK, IL 60523

REZABEK, MARVIN & ELLEN

60 BRIARWOOD LN

OAK BROOK, IL 60523

BROWN TR, JUSTIN F

62 BRIARWOOD LN

OAK BROOK, IL 60523

CULLEN, FRANK J & VIRGINIA

65 BRIARWOOD LN

OAK BROOK, IL 60523

MAREK, PATRICIA

68 BRIARWOOD LN

OAK BROOK, IL 60523

SCHIELE, GERHARD F & HELGA

70 BRIARWOOD CIR

OAK BROOK, IL 60523

ANDERSEN, JAMES V

73 BRIARWOOD CIR

OAK BROOK, IL 60523

BEJCEK, CECILIA M TR

76 BRIARWOOD CIR

OAK BROOK, IL 60523

ARENDS, E JANE

79 BRIARWOOD CIR

OAK BROOK, IL 60523

CLINGEN, DEIDRE

66 BREAKENRIDGE

OAK BROOK, IL 60523

MC CABE, JOHN B

59 BRIARWOOD LN

OAK BROOK, IL 60523

BROOK FOREST COM ASSN

1 PEMBROKE LN

OAK BROOK, IL 60523

BENNETT, EUGENE L

63 BRIARWOOD LN

OAK BROOK, IL 60523

SAKASH, JOHN W

66 BRIARWOOD LN

OAK BROOK, IL 60523

ZACCONE, LORETTA F

69 BRIARWOOD CIR

OAK BROOK, IL 60523

JPS PROPERTY GROUP LLC

732 N CASS AVE

WESTMONT, IL 60559

ROHR, JAMES & SUZANNE

74 BRIARWOOD CIR

OAK BROOK, IL 60523

FORD, KAREN L

77 BRIARWOOD CIR

OAK BROOK, IL 60523

LEUNG, ROMAN & JULIA

80 BRIARWOOD CIR

OAK BROOK, IL 60523

KELLY, MARILYN H 81 BRIARWOOD CIR OAK BROOK, IL 60523	WAICHULIS, JOLYN 82 BRIARWOOD CIR OAK BROOK, IL 60523	SADLOWSKI, DONALD & SUSAN 83 BRIARWOOD CIR OAK BROOK, IL 60523
MC CAFFERTY, HUBERT & J 84 BRIARWOOD CIR OAK BROOK, IL 60523	MC GREEVY, PATRICIA 85 BRIARWOOD CIR OAK BROOK, IL 60523	SHIRAZI, YASMIN B 86 BRIARWOOD CIR OAK BROOK, IL 60523
CARPENTER, LINDA BEIN 88 BRIARWOOD CIR OAK BROOK, IL 60523	VOELKER, CAROL R 89 BRIARWOOD CIR OAK BROOK, IL 60523	JANSCH, INGRID 9 REGENT DR OAK BROOK, IL 60523
ALOIS, MICHELE R 90 BRIARWOOD CIR OAK BROOK, IL 60523	HUFF, JAMES E TR 91 BRIARWOOD CIR OAK BROOK, IL 60523	MEISAMI, NOOSHIN J 92 BRIARWOOD CIR OAK BROOK, IL 60523
ROWLEY, MARK & KATHLEEN 93 BRIARWOOD CIR OAK BROOK, IL 60523	JANIS, ALBINA 94 BRIARWOOD CIR OAK BROOK, IL 60523	NIGHSWANDER, RICHARD & D 95 BRIARWOOD CIR OAK BROOK, IL 60523
NEILL, ROSEANN 96 BRIARWOOD CIR OAK BROOK, IL 60523	PAGANO, CHRISTOPHER 97 BRIARWOOD CIR OAK BROOK, IL 60523	SCHMIDT, ROBERT & BETSY 98 BRIARWOOD CIR OAK BROOK, IL 60523
SAPORITO, SHEILA A 99 BRIARWOOD CIR OAK BROOK, IL 60523		

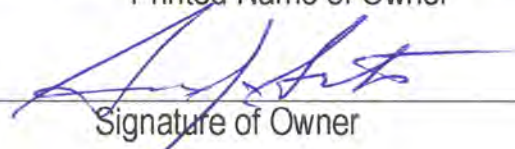
Certification Surrounding Property Owners

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.

<u>DAVID J. ARTS, PRESIDENT</u>	<u>LOU RYMARCZUK</u>
Printed Name of Owner	Printed Name of Applicant
<u></u>	<u>LOU RYMARCZUK</u>
Signature of Owner	Signature of Applicant
<u>03/14/2024</u>	<u>03/14/2024</u>
Date	Date

BILL TO INFORMATION:

<u>BRIARWOOD LAKES</u>	<u>LOU RYMARCZUK</u>	<u>630-222-9800</u>
Print Name/Company	Contact Person	Contact Phone
<u>1 BRIARWOOD CENTRAL, OAK BROOK, IL 60523</u>		
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.

Subject Property Verification

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

1. Permanent Index Number (P.I.N. from Real Estate Tax Bill): _____
2. Common Address: _____
3. Type the Complete Legal Description Below. (Attach a separate page if longer than the area provided)
4. Email the Legal Description to cchiarelli@oak-brook.org

The Permanent Index Number, Common Address and Legal information provided has been verified as follows:

DuPage County Records/Research Room: (630-407-5401) _____ Contact Person: Date called: _____

I verify that the information provided above is accurate.

Lou Rymarczuk
Printed Name

Lou Rymarczuk
Signature

Date: 03/14/2024

Relationship to Applicant: PROPERTY MANAGER

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

Legal Description Review

Corrections Required

Yes _____

No _____

Approved By: _____

Date _____

E

That part of Section 27 and the West 1/2 of Section 26, Township 39 North, Range 11, East of the Third Principal Meridian and also being part of Lots 1 and 2 of Butler Company Base Farm Assessment Plat as per plat thereof recorded July 8, 1964 as Document No. R64-24073 described as follows:

Beginning at the Southeast corner of Section 27, aforesaid; thence S. $86^{\circ}26'15''$ W. along the South line of said Section 27, a distance of 263.45 feet; thence N. $1^{\circ}43'40''$ W. a distance of 177.64 feet; thence S $89^{\circ}21'00''$ W., a distance of 70.04 feet to a point of curvature; thence Northwesterly along the arc of a circle, being convex to the Southwest and tangent to last described line, having a radius of 350 feet, an arc-distance of 297.26 feet; thence N $48^{\circ}00'41''$ E., a distance of 96.69 feet; thence N $10^{\circ}04'00''$ W., a distance of 389.49 feet; thence N $19^{\circ}27'00''$ W., a distance of 754.81 feet; thence N $28^{\circ}34'00''$ W., a distance of 549.70 feet; thence N $43^{\circ}47'00''$ W., a distance of 321.34 feet; thence N $7^{\circ}13'00''$ E., a distance of 195.26 feet; thence N $35^{\circ}52'00''$ W., a distance of 678.71 feet; thence N $8^{\circ}58'02''$ E., a distance of 195.62 feet; thence N $30^{\circ}00'00''$ E., a distance of 150 feet; thence S. $86^{\circ}33'00''$ E., a distance of 252 feet; thence S $44^{\circ}37'00''$ E., a distance of 322 feet; thence N $69^{\circ}27'00''$ E., a distance of 196.50 feet; thence N $8^{\circ}24'00''$ E., a distance of 260 feet; thence N $62^{\circ}42'00''$ E., a distance of 207 feet; thence N $90^{\circ}00'00''$ E., a distance of 94 feet; thence S $73^{\circ}08'00''$ E., a distance of 103.50 feet; thence S $64^{\circ}21'00''$ E., a distance of 365 feet; thence S $88^{\circ}37'30''$ E., a distance of 308.85 feet to a point on the center line of Illinois Route 83, as now platted and recorded; thence S $1^{\circ}22'30''$ W., along said Center Line of Illinois Route 83, a distance of 751 feet to a point of curvature; thence continuing Southerly along said centerline, which is an arc of a circle, convex to the Southwest and being tangent to last described line, and having a radius of 4778.35 feet (recorded 4774.74 feet), an arc-distance of 2005.72 feet (recorded 2005.59 feet) to a point of tangency: Thence continuing along said Center Line of Illinois Route 83, S. $22^{\circ}40'30''$ E., a distance of 536.87 feet to a point on the South line of the W 1/2 of Section 26, aforesaid; thence N $89^{\circ}40'30''$ West along the South line of said Section 26, a distance of 668.55 feet to the place of beginning (except those parts thereof heretofore dedicated for Illinois Route 83 per Doc. No. 's 329 930 and 333 674 and for 31st Street per Doc. No. 631 573), containing 84.1227 acres more or less, all in DuPage County, Illinois.



Existing fence at Regency



31 st Fence after removal of invasive Buckthorn





Fences at Brook Forest and Butler schools



Fence at Christ Church, library and Bath and Tennis



48" fence at residences: Regency and Sheffield



Find Address



NORTH BOUNDARY FENCE
1,800 ft.

SITE B

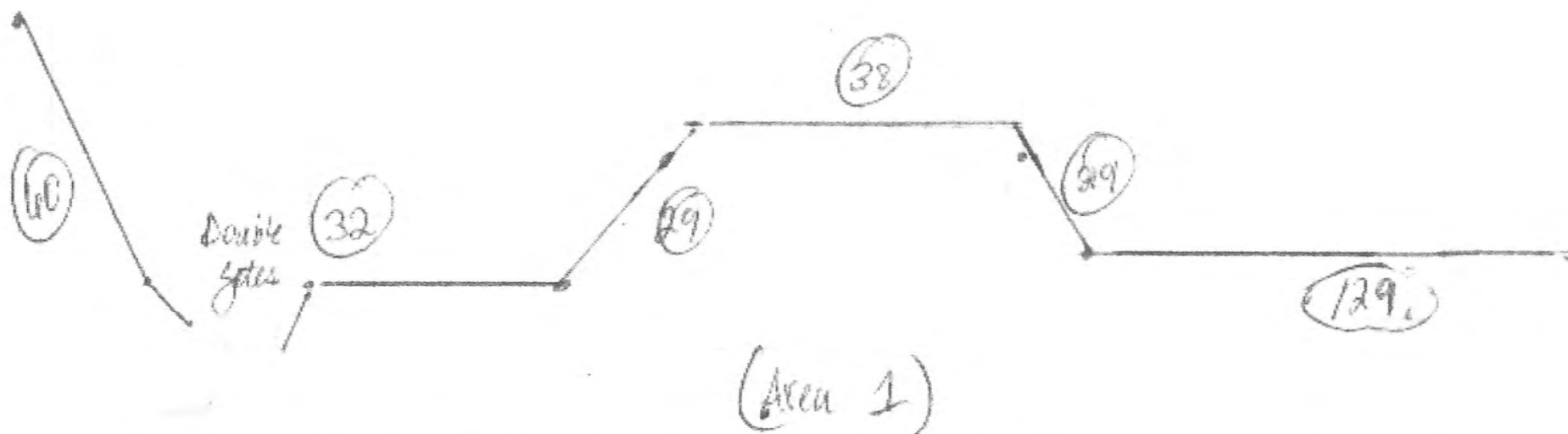
SITE A

H

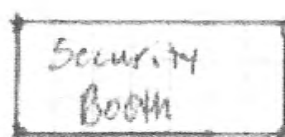


- R BED
- * LIGHT
- IEWER GRATES
- R VALVE BOX
- R HEAD
- Y SEWER MANHOLE

- BROOK FOREST
- SPRINKLER HEADS



(Area 2 closer to 31st st)





CLASSIC™

Timeless Elegance

Classic style features extended pickets that culminate to an arrow-pointed spear capture the beautiful look of old style wrought iron fencing. Single, double and arched walk gates that perfectly match this fence style are also available.

- ❖ 2-rail panels in 3', 3½', 4' and 5' heights, with a standard or flush bottom rail
- ❖ 3-rail panels in 3', 3½', 4', 5' and 6' heights, with a standard or flush bottom rail



MAJESTIC™

Modern Beauty

Majestic's flush top rail projects a clean, streamlined look that make it one of the most popular styles in the Montage family. Single, double and arched walk gates that perfectly match this fence style are available as well.

- ❖ 2-rail panels in 3', 3½', 4' and 5' heights, with a standard or flush bottom rail
- ❖ 3-rail panels in 3', 3½', 4', 5' and 6' heights, with a standard or flush bottom rail (4½' panels available with flush bottom rail only)



GENESIS™

Creatively Distinct

Genesis style's extended flat-topped pickets serve as a foundation for your choice of accent finials providing a customized design. Single, double and arched walk gates that perfectly match this fence style are available as well.

- ❖ 2-rail panels in 3', 3½', 4' and 5' heights, with a standard or flush bottom rail
- ❖ 3-rail panels in 3', 3½', 4', 5' and 6' heights, with a standard or flush bottom rail



ITEM 9.A.5.

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 Special Meeting
of
June 25, 2024

SUBJECT: Award of Contract – HVAC Maintenance and Repair Services.

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$40,582.00 is budgeted in the FY2024 Budget; \$23,818.00 from 321-72200 (Building Maintenance), \$6,332.00 from 511-72200 (Library), \$1,575.00 from 811-72200 (Sports Core), \$5,382.00 from 821-72200 (Bath and Tennis) and \$3,475.00 from 831-72200 (Golf Maintenance).

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2193 awarding a contract to Anchor Mechanical for HVAC Maintenance and Repair Services.

Background/History:

Included in the FY2024 Budget are funds for HVAC Maintenance and Repair Services performed at various Village facilities. Since 2016, staff has utilized two contracts with different vendors for the maintenance and repair of HVAC equipment. These contracts have since expired and staff recognized that this as an opportunity to revise the scope of services and move forward with a single vendor contract to aggregate savings. This new contract will be awarded as a multi-year contract, with a set number of renewal options following the initial year. The Village reserves the right to renew or to not accept renewals as part of the contract, at our sole discretion.

A Request for Proposals (RFP) for HVAC Maintenance and Repair Services was posted on the Village's website on Thursday, February 22, 2024. A mandatory pre-proposal meeting and walk-thru was held on Wednesday, February 28, 2024, and six (6) proposals were received and opened on Thursday, March 7, 2024 (see attached proposal tabulation). After conducting the review process, staff disqualified the lowest cost proposal submitted by Dependable Building Services, Inc. due to multiple unfavorable references and determined that Anchor Mechanical submitted the proposal with the best overall value to the Village.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2193 awarding a contract to Anchor Mechanical for HVAC Maintenance and Repair Services.

Attachments:

1. 2024-HVAC-MNT-CNTRCT-R-2193
2. HVACMaint&RepairSrvs2
3. HVAC Maintenance & Repair Services Proposal Tabulation

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER RESOLUTION 2024-HVAC-MNT-CNTRCT-R-2193

A RESOLUTION
AUTHORIZING THE AWARD OF CONTRACT TO ANCHOR
MECHANICAL FOR HVAC MAINTENANCE AND REPAIR
SERVICES

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 25th day of June 2024

RESOLUTION NO. RESOLUTION 2024-HVAC-MNT-CNTRCT-R-2193

A RESOLUTION
AUTHORIZING THE AWARD OF CONTRACT TO ANCHOR MECHANICAL FOR HVAC
MAINTENANCE AND REPAIR SERVICES

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, since 2016, the Village has utilized two contracts with different vendors for the maintenance and repair of HVAC equipment at various Village facilities, both of which have now expired;

WHEREAS, Staff has recognized this as an opportunity to revise and consolidate the scope of services from the previous contracts and move forward with a single vendor contract;

WHEREAS, a Request for Proposals (RFP) for HVAC Maintenance and Repair Services (the "Services") was posted on the Village's website on Thursday, February 22, 2024. A mandatory pre-proposal meeting and walk-thru was held on Wednesday, February 28, 2024;

WHEREAS, of the six (6) proposals that were received and publicly opened on Thursday, March 7, 2024, Staff disqualified the lowest cost proposal due to unfavorable references and determined that Anchor Mechanical submitted the proposal with the best overall value to the Village.

WHEREAS, Staff recommends the Corporate Authorities to award the contract for the Services to Anchor Mechanical, which submitted the proposal with the best overall value to the Village, subject to the terms and conditions of the Agreement, 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 – Award of Contract

The Corporate Authorities hereby awards the contract for the Services to Anchor

Mechanical, subject to the terms and conditions of the Agreement, attached hereto and incorporated herein 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 25th day of June 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 25th day of June 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Agreement



REVIEW OF CONTRACTS

Awarding Agency:

VOB

Department:

PW

Awarded Contract Price:

\$40,582.00

Type of Contract:

Prof. Svcs.

Program/Account Number:

Various Accounts

Budgeted Amount:

\$40,582.00

CONTRACT AMOUNT

☐

Under \$20,000

☐

\$500,001 - \$1,000,000

☒

\$20,000 - \$500,000

☐

Over \$1,000,000

NOTES

HVAC Systems Maintenance and Repair Svcs.

DEPARTMENT DIRECTOR SIGNATURE

Name:

Timothy O'Malley

Date:

6/17/24

INITIAL REVIEWING ATTORNEY SIGNATURE

Name:

Michael H. H. H.

Date:

6/19/24

APPROVED BY VILLAGE MANAGER

Name:

Date:

FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name:

Timothy O'Malley

Date:

6/19/24

☐

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

HVAC MAINTENANCE AND REPAIR SERVICES

Full Name of Contractor: Anchor Mechanical, Inc. (“**Contractor**”)

Principal Office Address: 255 North California Avenue, Chicago, Illinois 60612

Contact Person: Mike Rosner, President

Telephone Number: (312) 492-6994

TO: Village of Oak Brook (“**Village**”)
1200 Oak Brook Road
Oak Brook, Illinois
Attention: Timothy O’Malley, Public Works Director

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 HVAC Maintenance and Repair Services, as specified in Exhibit A, attached hereto, located in Oak Brook, Illinois 60523 (“**Work Site**”);
2. Permits. If applicable, 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 the submitted proposal dated February 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) days 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 Maintenance and Repair Work, the Estimated Contract Price of **\$40,582.00**.

TOTAL ESTIMATED CONTRACT PRICE (in writing):

Forty Thousand, Five Hundred and Eighty-Two Dollars

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

The term of this Contract shall be for one (1) year beginning approximately July 1, 2024 – June 30, 2025, upon the Village's acceptance of this Contract provided Contractor shall have furnished to the Village insurance certificates specified in this Contract ("**Commencement Date**"). However, if mutually agreed upon, the contract may be extended for an additional four (4) years beginning approximately July 1, 2025 – June 30, 2029. The Contract is subject to the right of the Village to cancel and terminate the same at any time, with or without cause, by giving thirty (30) days written notice to the Contractor. In the event of such cancellation, the Contractor shall be entitled to receive payment for services and work performed and materials and equipment furnished under the terms of the Contract prior to the effective date of such cancellation but shall not be entitled to receive any damages on account of such cancellation or any further payment whatsoever.

4. Financial Assurance

A. Bonds. If applicable and 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 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 coverages 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.

5. Firm Proposal

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

6. 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.

7. 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.

ATTEST:

By: _____
Netasha Scarpiniti, Village Clerk

VILLAGE OF OAK BROOK, an Illinois municipal corporation

By: _____
Greg Summers, Village Manager

ATTEST:

ANCHOR MECHANICAL, INC.

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT A
(PROPOSAL DATED FEBRUARY 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 request 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 coverages for subcontractors shall be subject to all of the requirements stated herein.

**VILLAGE OF OAK BROOK
Purchasing Division
1200 Oak Brook Road
Oak Brook, IL 60523**

(630) 368-5164

REQUEST FOR PROPOSAL

HVAC SYSTEMS MAINTENANCE & REPAIR SERVICES

February 2024

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Section 1. Request for Proposals

A. *Notice – posted on Village website Thursday February 22, 2024:*

Village of Oak Brook Request for Proposals HVAC SYSTEMS MAINTENANCE & REPAIR SERVICES February 2024

The Village of Oak Brook is soliciting proposals for HVAC Systems Maintenance & Repair Services.

Proposals should be addressed to:

Rania Serences
Purchasing & Budgeting Coordinator
Village of Oak Brook
1200 Oak Brook Road
Oak Brook, IL 60523

A Pre-Proposal Meeting and walk-thru will be held at the Public Works Building, 3003 Jorie Blvd., Oak Brook, Illinois, 60523, at **9:00 A.M., Wednesday, February 28, 2024. Attendance at this meeting is mandatory.** Failure to attend this meeting disqualifies a company from submitting a proposal on this work. This meeting is an opportunity to ask questions concerning the specifications.

The closing date and time for receipt of proposals is **Thursday, March 7, 2024, 3:00 P.M. prevailing time.** Proposals received after the submittal time will be rejected and returned unopened to the sender.

A complete proposal package is on file for inspection and may be downloaded from the Village's website at www.oak-brook.org, or picked up at the Butler Government Center, 1200 Oak Brook Road, Oak Brook, Illinois 60523, between the hours of 8:00 A.M. and 4:30 P.M., Monday through Friday. There is no charge for the package.

The Village reserves the right to reject any or all proposals, waive or not to waive any irregularities therein, and to accept the proposal considered to be in the best interest of the Village.

B. Project Description

I. Introduction

The Village of Oak Brook is soliciting proposals for HVAC Systems Maintenance & Repair Services. The intent of this request for proposals is to obtain the services of a qualified contractor, having experience in the preventive maintenance and repair of commercial and industrial HVAC, heating, and air conditioning systems. The contractor must be capable of providing the full spectrum of services consisting of maintenance, repair, and replacement of the heating, ventilating, air conditioning systems, subsystems, and components normally considered as part of an HVAC system and required for the proper functioning of that system according to standard industry practices and usage.

II. Proposal Specifications

There are two different types of services requested: 1) HVAC preventive maintenance, and 2) diagnostics and general repairs to restore operation of the systems in the event of failure. Compensation for diagnostics and general repairs to the systems will be on a time and material basis, with the scope of the work to be mutually agreed upon by the Village and the successful proposer. Prospective proposers will provide a proposal price for HVAC preventive maintenance and services on an annual basis for a five (5) year term contract (2024 – 2028). Maintenance shall generally be performed semi-annually for all equipment unless the manufacturers' recommendations dictate otherwise. An equipment and filter/belt list for all mechanical equipment is attached in Exhibit A. The Village does not warrant that the list is completely accurate and up to date. Proposers will have the opportunity to review the equipment listed at the **Mandatory Pre-Proposal Meeting and Walk-Thru, February 28, 2024 at 9:00 a.m.** It shall be the successful proposer's responsibility to update the equipment list as warranted and inspect each asset for each item listed on the inspection checklists. The proposal price shall include prices for all air filters, and belts, as recommended by the equipment manufacturer and other related parts, boiler chemicals, materials, and labor to perform the preventive maintenance services. The proposer must be capable of performing all aspects of maintenance and repairs on HVAC systems and all other equipment used for indoor climate control. The successful proposer shall furnish all labor, equipment, parts, and necessary materials to perform scheduled preventive maintenance and inspections. Preventative maintenance and inspection will be performed between the hours of 7:00 AM – 3:30 PM Monday through Friday. Upon invoicing, the successful proposer shall provide the Village with a PM checklist for each piece of equipment present indicating the location/make/model/serial number, as well as PM checkpoints for each item. The scope of equipment included in this request for proposals is included in Exhibit A. The listing in Exhibit A may not be entirely current and is not meant to be inclusive of all equipment covered under the contract, rather it should serve as an indication of the type and size of each system.

HVAC Preventative Maintenance – The successful proposer will provide preventative maintenance services for all HVAC equipment covered under the contract in accordance with the manufacturer's recommendations. Exhibit A includes an equipment list of each asset type and location. The successful proposer

shall perform all preventative maintenance and inspections for each of the pieces of equipment listed in Exhibit A for the duration of the contract. Generally, all filters, belts changes and preventative maintenance and inspections of all equipment shall be performed semi-annually (during spring and fall start up). In addition, all air conditioning coils shall be cleaned each year prior to the cooling season (after the cottonwoods seed). If an inspection or maintenance period is unknown for a piece of equipment, the successful proposer shall make a recommendation to the Village for a prescribed maintenance schedule prior to commencing work. All deficiencies discovered during the preventive maintenance procedures shall be brought to the attention of the Public Works Director or designee.

Qualified Personnel – The successful proposer shall at all times provide qualified technicians to perform the work required and described herein. The technicians shall have significant experience in the field of HVAC system service. The successful proposer and /or technicians shall possess the knowledge and abilities to program, operate, and make diagnosis and repairs utilizing the Trane Tracer Building Automation System. The successful proposer shall utilize journeyman technicians with at least 5 years of experience as a journeyman for all repairs and maintenance. Apprentice technicians shall be allowed to work directly under a journeyman should the task dictate two or more technicians are necessary. The technicians assigned to maintain mechanical systems will be qualified to service the equipment type under contract as well as all associated systems and controls.

General Repairs -- Proposers are required to provide pricing for standard labor hours as well as emergency hours on the Proposal Form. This figure shall be for the performance of non-preventative maintenance repairs that are necessary to ensure that the heating, ventilating, and air conditioning systems operate in accordance with the manufacturer's specifications. General repair service, including emergency repairs shall be available 24 hours a day, 7 days a week, year-round. The successful proposer shall have staff on site within 2 hours of the emergency service request being placed. All repairs shall be approved in advance by the Public Works Director or designee.

Parts Costs Mark-up Percentage – The successful proposer shall provide the Village with a fixed mark-up percentage for all materials used for the general repair services portion of this contract. Upon request, the successful proposer shall provide the Village with the original receipts of materials to verify the mark-up percentage. (Note that prices for pleated filters, belts, and other materials necessary for the routine maintenance of the HVAC system are included in the bid cost of the preventative maintenance package and are not subject to this stipulation).

Special and Unforeseen Work Requested by the Village – Due to the generalized nature of the work, instances may occur where the Village desires to have additional HVAC services provided outside the original intent of these specifications. Payment for these services will be made on a time and material basis, per the proposal price, with prior written approval from the Village. Whenever practical, the successful proposer shall prescribe repairs to the equipment rather than replacement of the unit or part of the unit. When replacement of the unit, or a large component is recommended, the successful proposer shall describe the issue and explain to the Village representative why the replacement is prudent over the repair.

Warranty – General HVAC Repairs: All parts & labor covered under this contract shall be warranted by the successful proposer for a period of no less than 180 days from the date of repair.

III. Proposed Pricing

2024 HVAC System Annual Maintenance & Repair Services

a. Village Hall 1200 Oak Brook Rd.	\$ <u>14,854.00</u>
b. Public Works 3003 Jorie Blvd.	\$ <u>2,152.00</u>
c. Cell Tower 1200 Oak Brook Rd.	\$ <u>1,606.00</u>
d. Fire Station 93 725 Enterprise	\$ <u>2,771.00</u>
e. Library 600 Oak Brook Rd.	\$ <u>6,332.00</u>
f. Golf Clubhouse 2606 York Rd.	\$ <u>1,900.00</u>
g. Bath and Tennis Club 800 Oak Brook Rd.	\$ <u>5,382.00</u>
h. Soccer Building 700 Oak Brook Rd.	\$ <u>1,575.00</u>
i. Golf Maintenance 810 Oak Brook Rd.	\$ <u>1,575.00</u>
j. Heritage Center 1112 Oak Brook Rd.	\$ <u>2,429.00</u>
k. Regular Time Hourly Rate	\$ /hr. <u>140</u>
l. Emergency Overtime Hourly Rate	\$ /hr. <u>175</u>
m. Parts Costs Mark-up Percentage	<u>10</u> %
2024 TOTAL PRICING	\$ <u>40,582.00</u>

2025 HVAC System Annual Maintenance & Repair Services

a. Village Hall 1200 Oak Brook Rd.	\$ <u>15,299.62</u>
b. Public Works 3003 Jorie Blvd.	\$ <u>2,216.56</u>
c. Cell Tower 1200 Oak Brook Rd.	\$ <u>1,654.18</u>
d. Fire Station 93 725 Enterprise	\$ <u>2,860.31</u>
e. Library 600 Oak Brook Rd.	\$ <u>6,521.96</u>

f. Golf Clubhouse 2606 York Rd.	\$ <u>1,957.00</u>
g. Bath and Tennis Club 800 Oak Brook Rd.	\$ <u>5,543.46</u>
h. Soccer Building 700 Oak Brook Rd.	\$ <u>1,622.25</u>
i. Golf Maintenance 810 Oak Brook Rd.	\$ <u>1,622.25</u>
j. Heritage Center 1112 Oak Brook Rd.	\$ <u>2,501.87</u>
k. Regular Time Hourly Rate	\$ /hr. <u>144.20</u>
l. Emergency Overtime Hourly Rate	\$ /hr. <u>180.25</u>
m. Parts Costs Mark-up Percentage	<u>10</u> %
2025 TOTAL PRICING	\$ <u>41,799.46</u>

2026 HVAC System Annual Maintenance & Repair Services

a. Village Hall 1200 Oak Brook Rd.	\$ <u>15,758.61</u>
b. Public Works 3003 Jorie Blvd.	\$ <u>2,283.06</u>
c. Cell Tower 1200 Oak Brook Rd.	\$ <u>1,703.81</u>
d. Fire Station 93 725 Enterprise	\$ <u>2,946.12</u>
e. Library 600 Oak Brook Rd.	\$ <u>6,717.62</u>
f. Golf Clubhouse 2606 York Rd.	\$ <u>2,015.71</u>
g. Bath and Tennis Club 800 Oak Brook Rd.	\$ <u>5,709.76</u>
h. Soccer Building 700 Oak Brook Rd.	\$ <u>1,670.92</u>
i. Golf Maintenance 810 Oak Brook Rd.	\$ <u>1,670.92</u>
j. Heritage Center 1112 Oak Brook Rd.	\$ <u>2,576.93</u>
k. Regular Time Hourly Rate	\$ /hr. <u>148.53</u>
l. Emergency Overtime Hourly Rate	\$ /hr. <u>185.66</u>
m. Parts Costs Mark-up Percentage	<u>10</u> %
2026 TOTAL PRICING	\$ <u>43,053.46</u>

2027 HVAC System Annual Maintenance & Repair Services

a. Village Hall 1200 Oak Brook Rd.	\$ <u>16,231.37</u>
b. Public Works 3003 Jorie Blvd.	\$ <u>2,357.55</u>
c. Cell Tower 1200 Oak Brook Rd.	\$ <u>1,754.92</u>
d. Fire Station 93 725 Enterprise	\$ <u>3,034.50</u>
e. Library 600 Oak Brook Rd.	\$ <u>6,919.15</u>
f. Golf Clubhouse 2606 York Rd.	\$ <u>2,076.18</u>
g. Bath and Tennis Club 800 Oak Brook Rd.	\$ <u>5,881.05</u>
h. Soccer Building 700 Oak Brook Rd.	\$ <u>1,721.05</u>
i. Golf Maintenance 810 Oak Brook Rd.	\$ <u>1,721.05</u>
j. Heritage Center 1112 Oak Brook Rd.	\$ <u>2,654.24</u>
k. Regular Time Hourly Rate	\$ /hr. <u>152.99</u>
l. Emergency Overtime Hourly Rate	\$ /hr. <u>191.23</u>
m. Parts Costs Mark-up Percentage	<u>10</u> %

2027 TOTAL PRICING

\$ 44,345.06

2028 HVAC System Annual Maintenance & Repair Services

a. Village Hall 1200 Oak Brook Rd.	\$ <u>16,718.31</u>
b. Public Works 3003 Jorie Blvd.	\$ <u>2,422.10</u>
c. Cell Tower 1200 Oak Brook Rd.	\$ <u>1,807.57</u>
d. Fire Station 93 725 Enterprise	\$ <u>3,125.54</u>
e. Library 600 Oak Brook Rd.	\$ <u>7,126.72</u>
f. Golf Clubhouse 2606 York Rd.	\$ <u>2,138.47</u>
g. Bath and Tennis Club 800 Oak Brook Rd.	\$ <u>6,057.48</u>
h. Soccer Building 700 Oak Brook Rd.	\$ <u>1,772.68</u>
i. Golf Maintenance 810 Oak Brook Rd.	\$ <u>1,772.68</u>

j. Heritage Center 1112 Oak Brook Rd.

\$ 2,733.87

k. Regular Time Hourly Rate

\$ /hr. 157.58

l. Emergency Overtime Hourly Rate

\$ /hr. 196.97

m. Parts Costs Mark-up Percentage

10 %

2028 TOTAL PRICING

\$ 45,675.42

2024 - 2028 TOTAL COST

\$ 215,455.40

Firm Name: ANCHOR MECHANICAL, INC.

Address: 255 N. CALIFORNIA AVE.

City, State, ZIP: CHICAGO, IL 60612

Signature: [Signature]

Name Printed: MIKE RUSNER PRESIDENT

Title: PRESIDENT

Telephone: 312-492-6994 Date: 3/7/24

If a Corporation:

ATTEST:

[Signature]
Secretary



C. General Terms and Conditions

1. PREPARATION AND SUBMISSION OF PROPOSALS:

A. The proposal shall be submitted in an opaque sealed envelope on or before the time stated and shall bear the name of the individual, firm, or corporation submitting the Proposal and the Proposal Name - **"HVAC Systems Maintenance & Repair Services"**.

B. Proposers may attach separate sheets to the proposal for the purpose of explanation, exception, alternate proposal and to cover unit prices, if needed.

C. Proposers may withdraw their proposal either personally or by written request at any time before the hour set for the proposal opening and may resubmit it. No proposal may be withdrawn or modified after the proposal opens except where the award of contract has been delayed for a period of more than **ninety (90) days**.

D. In submitting this proposal, the proposer further declares that the only person or party interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.

E. The proposer further declares that he has carefully examined this entire Proposal Package, and he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of this work and understands that in making the proposal he waives all rights to plead a misunderstanding regarding same.

F. The proposer further understands and agrees that if his proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means to do all of the work and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the Village, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.

G. The proposer further agrees that if the Village decides to extend or shorten the work, or otherwise alter it by extras or deductions, including elimination of one or more of the items, as provided in the specifications, he will perform the work as altered, increased, or decreased.

H. The proposer further agrees that the Village representative may at any time during the progress of the work covered by this Contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the proposal or contract as a specific item covered by a lump sum price, and which are not included under the proposal price for other items in the Contract, shall be performed as extra work.

I. The proposer further agrees to execute all documents within this Proposal Package, for this work and present all of these documents to the Village.

J. The proposer further agrees to execute all documents within this Proposal Package, obtain a Certificate of Insurance for this work and present all of these documents within fifteen (15) days after the receipt of the Notice of Award and the Contract by him.

K. The proposer further agrees to begin work not later than ten (10) days after receipt of the Notice to Proceed from the Village, unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor as will insure its completion within the time limit specified within the proposal package, it being understood and agreed that the completion within the time limit is an essential part of the contract and time is of the essence.

L. By submitting a proposal, the proposer understands and agrees that, if his proposal is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer, including any indirect and consequential damages.

M. No proposal will be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.

2. **SUBSTITUTIONS:**

Not Applicable.

3. **CONDITIONS:**

- A. The Village is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This proposal cannot include any amounts of money for these taxes. The total amount proposal includes all applicable federal, state, and local taxes of every kind and nature applicable to the work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the work, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Proposer.
- B. To be valid, the proposals shall be itemized so that selection for purchase may be made, there being included in the price of each unit the cost of delivery (FOB Destination).
- C. The Village shall reserve the right to add or to deduct from the base proposal and/or alternate proposal any item at the prices indicated in itemization of the proposal.

D. All proposals shall be good for ninety (90) days from the date of the proposal opening.

4. **WARRANTY:**

Proposer warrants that all work, equipment, labor, and materials furnished hereunder will conform in all respects to the terms of the Proposal Package, including all specifications and standards, and will be free of defects in materials and workmanship.

The Proposer also warrants that the work shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized firms in performing services of a similar nature in existence at the time of performance. The warranties expressed shall be in addition to any other warranties expressed in this Proposal Package, or expressed or implied by law, which are hereby reserved unto the Village.

5. **PAYMENT:**

The Village of Oak Brook authorizes the payment of invoices on the second and fourth Tuesday of the month. For consideration on one of these dates, payment request must be received no later than fourteen (14) days prior to the second or fourth Tuesday of the month.

The Proposer shall submit request for payment with the appropriate waivers for the work on or before the twenty-sixth (26) of the month, on an approved payment request form, for work performed and material and supplies purchased, delivered, and suitably stored on the job site and/or built into the work through the twenty-fifth (25) of the month.

Request for payment shall be based on a basic contract schedule of values approved by the Village. Request for payment for extra work and credits for deductions from the work shall be itemized and attached to the contract payment request as a sub-total amount due at the time of the payment requested and subjected to the terms of payment as provided herein.

Notwithstanding any other provision of the Contract and without prejudice to any of the Village's other rights or remedies, the Village shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any progress or final payment that may be or become due under the Contract such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to: (1) work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Proposer is liable under the Contract; (3) state or local sales, use, or excise taxes from which the Village is exempt; (4) liens or claims of lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the work; (7) inability of Proposer to complete the Work; (8) reasonable doubt that the Contract can be completed for the balance of the contract price then unpaid; (9) reasonable doubt that the balance of the contract price then unpaid is not adequate to cover actual or liquidated damages, if any; (10) failure of Proposer to properly complete or document any pay request; (11) any other failure of Proposer to perform any of its obligations under this Contract; or (12) the cost to the Village, including attorneys' fees and

administrative expenses, of correcting any of the aforesaid matters or exercising any one or more of the Village's remedies set forth in the Proposal Package.

The Village shall be entitled to retain any and all amounts withheld pursuant to this Section until Proposer shall have either performed the obligation or obligations in question or furnished security for such performance satisfactory to the Village. The Village shall be entitled to apply any money withheld or any other money due to Proposer under the Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Proposer and chargeable to the Proposer under the Contract.

The final payment constituting the unpaid balance of the cost of the work and the retention shall be paid by the Village within thirty (30) days after work shall have been completed and accepted by the Village's Representative and the contract fully performed.

Payments made pursuant to the provisions to this agreement shall not be considered as evidence of performance or acceptance of work either in whole or in part and the Village specifically reserves any and all rights under the contract of this agreement which shall not be considered waived when payments are made.

6. LIQUIDATED DAMAGES:

It is also understood and agreed that if the Village determines the Proposer failed to perform either by observing the established schedule or failing to perform to the level of service established herein for more than two (2) consecutive working days, the Village shall reserve the right to impose liquidated damages for said failure to perform, but not as penalty. The Village will serve notice either personally or in writing stating the reasons for imposing liquidated damages on the Proposer providing twenty-four (24) hour notice to correct such items. If at the end of the twenty-four (24) hour period the Proposer has not made the necessary corrections, the Proposer shall pay liquidated damages to the Village in the amount of \$100 per day. This failure to perform shall include repeated incidents of any of the following: failure to perform any of the items under the scope of services, failure to respond to or resolve Village complaints, failure to adhere to any and all terms and conditions specified in the contact documents. The Village reserves the right to attempt to work through these items prior to imposing liquidated damages.

7. PERFORMANCE CLAUSE:

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.

8. INDEMNIFICATION:

The Proposer shall protect, indemnify, save, and hold forever harmless the Village and/or its officers, officials, employees, volunteers and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including without limitation court costs, insurance deductibles and attorney's fees and expenses, which the Village and/or its officers, officials, employees, volunteers

and agents may incur, suffer or sustain, or for which the Village and/or its officers, officials, employees, volunteers and agents may become obligated by reason for any accident, injury to or death of persons or loss of or damage to property, or civil and/or constitutional infringement of rights (specifically including violations of the Federal Civil Right Statutes), arising indirectly or directly in connection with or under, or as a result of, this or any Agreement by virtue of any act or omission of any of the Proposer's officers, employees, subcontractor, and/or agents, provided that the Proposer shall not be liable for claims, obligations, damages, penalties, causes of action, costs and expenses arising solely by any act or omission of the Village's officers, officials, employees, volunteers and/or agents.

The Proposer shall hold the Village harmless for any and all claims for labor, material, apparatus, equipment, fixtures, or machinery furnished to the Proposer for the purpose of performing the work under the contract; and the payment of all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time the contract is in force.

9. **INSURANCE:**

Certificates of Insurance shall be presented to the Village within fifteen (15) days after the receipt by the Proposer of the Notice of Award and the unexecuted contract, it being understood and agreed that the Village will not approve and execute the contract, nor will the proposal guarantee be returned until acceptable insurance certificates are received and approved by the Village Attorney. The Village of Oak Brook must be listed as certificate holders and as additional insured. An additional insured endorsement must accompany the certificate of insurance.

Each Proposer 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 Article III of Chapter 12 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 Proposer 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 which may arise from or in connection with the performance of the work under the contract or permit, either by the Proposer, permittee, or their agents, representatives, employees, or subcontractor.

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

- A. General Liability - \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, provided that when the estimated cost of the work in question does not exceed \$25,000, the required limit shall be \$1,000,000;
- 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. At the option of the Village, either the insurer shall reduce or eliminate such deductible or self-insured retention as respects the Village, its officers, officials, employees, and volunteers; or the Insured shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses to the extent of such deductible or self-insured retention.

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 to: 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, or not renewed 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 coverages for subcontractor shall be subject to all of the requirements stated herein.

10. **SAFETY:**

The Proposer and any subcontractor shall comply with all the provisions of the Federal Occupational Safety and Health Act of 1970 (84 Stat. 1590), as amended.

11. **NON-DISCRIMINATING:**

The proposer, its employees and subcontractor, agrees not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

12. **EQUAL OPPORTUNITY:**

The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.

13. **PREVAILING RATE OF WAGES:**

The Village does not believe that the requirements of the Prevailing Wage Act (820 ILCS 130), as amended, apply to the services requested. However, the Proposer is responsible for making its own assessment of the Prevailing Wage Act's requirements and if it applies.

14. **COPIES OF DOCUMENTS**

The number of copies of Contract and Bond required to be executed is as follows:

- a) Two (2) original counterparts of the Contract documents will be required to be executed.

15. **EXECUTION OF DOCUMENTS**

The proposer, in signing his proposal on the whole or on any portion of the work, shall conform to the following requirements:

Proposals signed by an individual other than the individual represented in the Proposal documents shall have attached thereto a power of attorney evidencing authority to sign the Proposal in the name of the person for whom it is signed.

Proposals which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Proposal a power of attorney evidencing authority to sign the proposal, executed by the partners.

Proposals which are signed for a corporation, shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.

If such Proposal is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Proposal should be attached to it. Such Proposal shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal.

The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.

16. **INDEPENDENT CONTRACTOR:**

There is no employee/employer relationship between the Proposer and the Village. Contractor is an independent Contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, et seq.). The Village will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Contractor. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Contractor and the Village, and the Village is not and will not be liable for any obligations incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the Village and the Contractor.

17. **ASSIGNMENT**

Neither the Village nor the Proposer shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

18. **GOVERNING LAW**

This Agreement 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. The forum for resolving any disputes concerning the parties' respective performance or failure to perform under this Agreement shall be the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

19. **CONTRACT TERM**

The contract term is for five (5) years (2024 – 2028).

20. **CONTRACT CANCELLATION**

The Village reserves the right to cancel all or part of this contract upon thirty (30) days' written notice to the Proposer.

21. **COMPLIANCE WITH LAWS**

Proposer, in performing the work and fulfilling its obligations under the contract must comply with all applicable provisions of the federal, State, and local laws, regulations, rules, and orders.

22. **NON-WAIVER OF RIGHTS**

No failure of the Village to exercise any power given to it hereunder or to insist upon strict compliance by the proposer with its obligations hereunder, and no custom or practice of the Village at variance with the terms hereof, and no payment made constitutes a waiver of the Village's right to demand exact compliance with the terms hereof.

23. **NEGOTIATIONS**

The Village reserves the right to negotiate specifications, terms, and conditions which may be necessary or appropriate to the accomplishment of the purpose of the RFP. The Village may require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the proposer during discussions or negotiations will be held by the Village as contractually binding on the successful proposer.

24. **PROPOSERS RESPONSIBILITIES**

The selected Proposer will be required to assume responsibility for all services offered in this proposal. The Village will consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

25. **FORCE MAJEURE**

A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and is not due to the negligence or willful misconduct of the affected party.

Unless otherwise agreed in the agreement between the parties expressly or impliedly, where a party to a agreement fails to perform one or more of its contractual duties, the consequences set out in this clause will follow if and to the extent that the party proves: (a) that its failure to perform was caused by an impediment beyond its reasonable control; (b) that it could not reasonably have been expected to have taken the occurrence of the impediment into account at the time of the signing of the contract; and (c) that it could not reasonably have avoided or overcome the effects of the impediment.

A party invoking this clause **shall** be presumed to have established the conditions described in the preceding paragraph in the case of the occurrence

including, but not limited to, one or more of the following impediments or other similar causes beyond the control of the proposer or the Village in the performance of the agreement where non-performance, by exercise of reasonable diligence, cannot be prevented:

- acts of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought;
- acts of war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization;
- civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience;
- acts of public enemies, acts of terrorism, sabotage or piracy;
- **plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions;**
- act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization;
- explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current;
- general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises;
- shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject Party.

The affected party **shall** provide the other party with written notice of any force majeure occurrence as soon as the delay is known and provide the other party with a written contingency plan to address the force majeure occurrence. Furthermore, the affected party **shall** use its commercially reasonable efforts to resume proper performance within an appropriate period of time. Notwithstanding the foregoing, if the force majeure condition continues beyond 30 days, the parties to the agreement **shall** jointly decide on an appropriate course of action that will permit fulfillment of the parties' objectives under the contract.

Proposer **shall not** be entitled to an adjustment in agreement price or other non-price related items caused by or within the control of proposer. Delay, disruption, and interference attributable to and within the control of a subcontractor or supplier shall be deemed to be within the control of proposer.

26. **GOVERNING LAW**

The laws of the State of Illinois as to interpretation, performance and enforcement shall govern this Agreement. The forum for resolving any disputes concerning the parties' respective performance or failure to perform under this Agreement shall be the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

Section 2. Proposal Instructions

A. General Information

A Pre-Proposal Meeting will be held at the Public Works Building, 3003 Jorie Blvd., Oak Brook, Illinois, 60523, at **9:00 A.M., Wednesday, February 28, 2024.** Attendance **at this meeting is mandatory.** Failure to attend this meeting disqualifies a company from submitting a proposal on this work. This meeting is an opportunity to ask questions concerning the specifications.

Three (3) copies of the proposal shall be submitted in a sealed envelope to:

Rania Serences
Purchasing & Budgeting Coordinator
Village of Oak Brook
1200 Oak Brook Road
Oak Brook, IL 60523

and clearly marked on the outside of the envelope **"HVAC Systems Maintenance & Repair Services"** on or before **3:00 p.m., Thursday, March 7, 2024.** Any proposal received after this date and time will be refused.

B. Documents/Information to be Submitted:

Proposal Form

References

Statement of Qualifications

- Provide background information on your firm including, but not limited to, the age of the business, the number of employees, and pertinent financial data that will permit the Village to determine the capability of the proposer to meet all contractual requirements.
- List the abilities, qualifications, and experience of the persons who would be assigned to the engagement and their experience on similar contracts.

Terms and Conditions

- List any terms and conditions which may apply to this contract and are not included in this RFP.

Additional Information and Comments

- Include any other information you believe to be pertinent but not specifically mentioned elsewhere.

C. References

Your Company Name: ANCHOR MECHANICAL INC.
(Please Print)

The Proposer shall list five (5) current references with needs similar to the Village of Oak Brook for whom Proposer has provided comparable services. Please include company name, address, telephone number, year(s) employed by referenced firms, contact person, and type of work you performed for that entity.

1. Company Name/Municipality: ILLINOIS TOLLWAY

Address: 2700 OGDEN AVE
DOWNERS GROVE, IL 60515

Phone: (224) 575-0045

Contact Person: Z/A AHMED

Type of Work and Date Performed: JOB ORDER CONTRACTING
VARIOUS HVAC
2019 - PRESENT

2. Company Name/Municipality: JLL CYRUS ONE
DATA CENTERS

Address: 2905 DIEHL RD, AURORA, IL
60502

Phone: 937-594-9510

Contact Person: BOB CUNNINGHAM

Type of Work and Date Performed: Preventative Maintenance,
Repairs 2019 - now

3. Company Name/Municipality: GREEN EXCHANGE

Address: 2545 W DIVERSY AVE, CHICAGO, IL
60647

Phone: (312) 907 - 0048

Contact Person: JAMES COOPER

Type of Work and Date Performed: Preventative Maintenance
+ Repairs
2021 - now

4. Company Name/Municipality: CHICAGO PARK DISTRICT

Address: 4830 S. WESTERN AVE
CHICAGO, IL 60609

Phone: (312) 907 - 0048

Contact Person: BUS PAQUALE

Type of Work and Date Performed: VARIOUS HVAC
REPAIRS AND INSTALLS

5. Company Name/Municipality: ELEMENT CRITILAZ

Address: 711 N. EDGEWOOD AVE,
WOOD DALE, IL 60191

Phone: (847) 840-8172

Contact Person: MIKE DZUGAN

Type of Work and Date Performed: HVAC MAINTENANCE

E. Proposers Certification

The undersigned, being first duly sworn an oath, deposes and states that he has the authority to make this certification on behalf of the proposer for the construction, product, commodity, or service briefly described as follows:

"HVAC SYSTEMS MAINTENANCE & REPAIR SERVICES"

- 1) The undersigned certifies that, pursuant to Chapter 720, Section 5/33E of the Illinois Compiled Statutes, 1993, the proposer is not barred from bidding on this agreement as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating.
- 2) The undersigned states under oath that, pursuant to Chapter 65, Section 5/11-42.1-1 of the Illinois Compiled Statutes, 1993, the proposer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.
- 3) The undersigned certifies that, pursuant to Chapter 775, Section 5/2-105. of the Illinois Compiled Statutes, 1993, the proposer has a written sexual harassment policy in place including the following information:
 - a) An acknowledgment of the illegality of sexual harassment.
 - b) The definition of sexual harassment under State law.
 - c) A description of sexual harassment, utilizing examples.
 - d) The Consultant's internal complaint process including penalties.
 - e) The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
 - f) Directions on how to contact the Department or the Commission.

This business firm is: (check one)

☒ Corporation ☐ Partnership ☐ Individual

Firm Name: ANCHOR MECHANICAL INC.

Address: 255 N. CALIFORNIA AVE

City, State, ZIP: CHICAGO, IL 60612

Signature: [Signature]

Name Printed: MIKE RUSNER

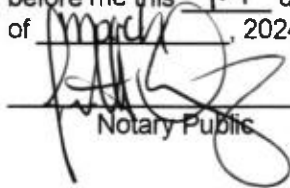
Title: PRESIDENT

Telephone: 312-492-6994 Date: 3/7/24

ATTEST:

-SEAL-

SUBSCRIBED AND SWORN TO
before me this 7th day
of March, 2024.



Notary Public



F. Sexual Harassment Policy

ANCHOR MECHANICAL INC. hereinafter referred to as "Proposer" + REPAIR SERVICES
having submitted a bid/proposal for HVAC SYSTEMS MAINTENANCE to the Village of
Oak Brook, DuPage/Cook Counties, Illinois, hereby certifies that said Proposer has a written
sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4) including the
following information:

- 1) An acknowledgment of the illegality of sexual harassment.
- 2) The definition of sexual harassment under State law.
- 3) A description of sexual harassment, utilizing examples.
- 4) The proposer's internal complaint process including penalties.
- 5) The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
- 6) Directions on how to contact the Department or the Commission.
- 7) An acknowledgment of protection of a complaint against retaliation as provided in Section 6-101 of the Human Rights Act.

Each proposer must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

By: [Signature]
Authorized Agent of Proposer

MIKE ROSEBR
PRESIDENT

Subscribed and sworn to
before me this 7th day
of March, 2024

[Signature]
Notary Public



Section 3. Review Process

A. *Evaluation of Proposals and Selection*

The proposals received will be evaluated by the Village on the basis of professional qualifications, previous experience on similar projects, key personnel assigned to the project, satisfaction of previous clients on work performed for them, current billing rates of the proposer, and the proposal that best meets the needs of the Village. Proposers will be contacted during the evaluation if further information is needed. The Village may choose to interview one or more proposers before final selection is made.

This Request for Proposal does not commit the Village to award a contract, to pay any costs incurred in the preparation of a proposal based on this request, or to procure or contract for services. All proposals submitted in response to this Request for Proposal become the property of the Village. The Village reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with qualified contractors, or to cancel in part or in its entirety the Request for Proposal, if it is in the best interest of the Village to do so. The Village may require the proposer selected to participate in negotiations concerning contract price or the nature and extent of services to be provided. The results of such negotiations shall be incorporated into the final contract between the Village and the proposer.

B. *Basis of Award*

Village staff will perform an evaluation of the proposals received. Appropriate finalist(s) may be interviewed by the Village, after which a selection will be made.

The Village reserves the right to reject any or all proposals and to waive any informality or technical error and to accept any proposal deemed most favorable to the interests of the Village. The Village will review proposals based on the following criteria:

1. Compliance with RFP. Adherence to all conditions and requirements of the RFP.
2. Understanding of the Project. The proposer's understanding of the engagement, the Village's objectives, and the nature and scope of the work involved.
3. Services to be Provided. The exact type and nature of the proposers proposed services and how they accomplish the objectives of the project.
4. Qualifications of the Proposer. The proposer's capability in all respects to perform fully all contract requirements, and the integrity and reliability which will assure good faith performance. This criterion includes:
 - The experience of the contractor and its record on projects of a similar nature.
 - The availability of necessary personnel and other resources to successfully complete the project specified herein on a timely basis.
5. Costs. Proposed contract price.
6. Ability, capacity, and skill to fulfill the contract as specified.

7. Ability to supply the commodities; provide the services or complete the construction promptly, or within the time specified, without delay or interference.
8. Character, integrity, reputation, judgment, experience, and efficiency.
9. Quality of performance on previous contracts.
10. Previous and existing compliance with laws and ordinances relating to the contract.
11. Sufficiency of financial resources.
12. Quality, availability and adaptability of the commodities, services, or construction, in relation to the Village's requirements.
13. The quality of the service itself, or the quality and durability of the product or service itself.
14. Ability to provide future maintenance and service under the contract.
15. Number and scope of conditions attached to the proposal.
16. Record of payments for taxes, licenses, or other monies due to the Village.

EXHIBIT A

Equipment List for Preventative Maintenance					
Unit No.	Make	Unit Type	Model	Serial	Location
Heritage Center					
1	Carrier	ACU	38AD0024600	G593712	Side of bldg.
2	Carrier	AHU	38AF0024		Attic
3	Peerless	Boiler	211A	425197-200303	Basement
4	B and G	Pump	PVC56T17D8597D	903574	Basement
Bath and Tennis Clubhouse					
1	Lennox	RTU	KGA300S4	5615E10156	Roof
2	Lennox	RTU	KGA060	5616A02011	Roof
3	Lennox	RTU	KGA060	5616A02113	Roof
4	Carrier	RTU	48+CED09A2A5A0A050	2720P99330	Roof
5	Carrier	RTU	48TFE007	0701G20968	Roof
6	Carrier	RTU	48FCEA06A2A5A0A0A0	0720C81450	Roof
7	LG	Minisplit CU	LSU360	102KAM200315	Café Roof
8	LG	Minisplit CU	LSU360	102KAM000083	Café Roof
9	Ducane	Gas Furnace	80G1UH090BP16	5913L22759	Basement
10	Lochinvar	Pool Heater	CPN1262	C141H00261741	Basement
11	Lochinvar	Domestic Boiler	CWN0647PM	A15H00273657	Basement
12	Lochinvar	Domestic Boiler	CWN0647PM	A21151047118	Basement
Library					
1	Engineered Aire	Air Handler	FWB-1048-0		Side of bldg.
2	Engineered Aire	Furnace	DJ 140		Roof
Fire Station 93					
1	Peerless	Boiler	211-A-05-W/S-1	388404-200203	Boiler Room
2	Daikin	RTU	DPS012AHCG2DC	22504100100	Roof
3	Marathon	Pump	DLV145++DR535AOD		Boiler Room
4	Mitsubishi	Mini-split Evap	PUG24BXB	2129659	Roof
5	Mitsubishi	Mini-split Evap	PUA24NNA		Dispatch Rm
6		(4) Fan Coils			Apparatus Bay
Cell Tower					
1	Marvair	Wall Pack	AVP060ACAD50CU100	BU-F00010553-000-37	Side of bldg.
2	Marvair	Wall Pack	AVP060ACAD50CU100	BU-F00011553-000-38	Side of bldg.
Golf Clubhouse					

1	Reznor	Furnace	CAUA300	BLE78U6N62804X	Eqpt. Room
3	Carrier	ACU	38AK5014	1299F07004	West side of bldg.
4	Carrier	RTU	48TCED09A2	0521P91708	Roof
5	Carrier	RTU	48TCED09A2	1199G30353	Roof
6	Carrier	RTU	48TCEA06A	4814C51022	Roof
Butler Government Center					
AC-1	Trane	RTU	SFHFC204L2	C02C02247	FD roof
AC-2	Trane	RTU	SFHFC204L2	C02C02248	Middle of roof
AC-3	Mammoth Inc	AHU	DHEBFP-160	42691-01-01	Inside FD Admin area
AC-3	Mammoth Inc	ACU	RC-162-58	42602-01-01	Outside near FD
AC-4	Mammoth Inc	RTU	HBEFP-282	42602-02-01	LL mechanical Rm
AC-4	Mammoth Inc	ACU	RC-282-58	42602-03-01	Outside of bldg. LL
AC-5	Mammoth Inc	RTU	HBEFP-282	42602-04-01	LL mechanical Rm
AC-5	Mammoth Inc	ACU	RC-282-58	42602-03-02	Outside of bldg. LL
AC-6	Trane	RTU	YCD180E3H0	104910013D	PD garage roof
AC-7	Trane	RTU	SFHFC404L2	C02C02249	East side of bldg.
AC-8	Trane	RTU	SFHFC404L2	C02C02250	East side of bldg.
1	Data Aire	AHU	DAMA-0212-A0		Comm Room
2	Data Aire CU1	ACU	DRCU-0312-2	2002-0423-A	Roof
5	Data Aire	AHU	DAMA-0212-A0		Comm Room
6	Data Aire CU2	ACU	DRCU-0312-2	2002-0422-A	Roof
3	Data Aire	AHU	DAPA-0312-A0		Comm Room
4	Data Aire CU3	ACU	DRCU-0312-3	2002-0425-A	Roof
Public Works					
1	Trane	RTU	YCD180E3HOBB	104910013D	Roof
2	Industrial Air Sys	MUA	MD225CA0294042	99258	Roof
Soccer					
1	Goodman	Furnace	CAPF4860D6DB	1102637655	Basement
2	Rheem	ACU	RA1360AJ1NA	W22203452	West side of bldg.
Golf Maintenance					
1	Goodman	Furnace			
2	Goodman	ACU	CAPF1824A6DB	1304735178	North side of bldg.

HVAC FILTERS/BELTS

BUILDING	UNIT	LOCATION	QTY	FILTER/BELT	YEARLY
PW	PW-S1	ROOF	4	20X20X2	16
			4	20X25X2	16
			1	BX64	2
PW	PW-S2	ROOF	36	20X25X2	36
			4	B133	4
BGC	AC-1	ROOF	4	12X24X2	16
			4	12X24X12 65%	4
			3	24X24X2	16
			3	24X24X12 65%	4
			1	BX66	2
			1	A62	2
BGC	AC-2	ROOF	5	12X24X2	20
			5	12X24X12 65%	5
			6	24X24X2	24
			6	24X24X12 65%	6
			1	5VX1000	2
			1	BX86	2
BGC	AC-3	WEST MECH	6	24X24X2	24
			6	24X24X4	12
			2	BX79	4
			2	B56	4
BGC	AC-4	LOWER MECH	5	12X24X2	5
			5	12x24x4	5
			6	24X24X2	6
			6	24X24X4	6
			1	BX94	1
			1	BX76	1
BGC	AC-5	LOWER MECH	4	12X24X2	16
			4	12x24x4	8
			8	24X24X2	32
			8	24X24X4	16
			1	5VX950	2
			1	BX76	2
BGC	AC-7	EAST BGC	5	12X24X2	20
			5	12X24X12 65%	5

			6	24X24X2	24
			6	24X24X12 65%	6
			1	5VX1000	2
			1	A73	2
BGC	AC-8	EAST BGC	5	12X24X2	20
			5	12X24X12 65%	5
			6	24X24X2	24
			6	24X24X12 65%	6
			1	5VX860	2
			1	BX77	2
BGC	RT-1	PD GARAGE	2	20X30X2	8
BGC	MAU-1	FH94 MEZZANINE	2	16X25X2	8
			4	20X25X2	16
			1	A48	2
	MAU-2	FH94 ROOF	4	20X25X2	16
			1	A35	2
BGC	1-EACH UNIT	EAST/WEST SERVER	3	20X20X2	12
	DATA AIR 1-1	EAST SERVER RM	1	4L350	2
	DATA AIR 1-2	EAST SERVER RM	1	4L350	2
	DATA AIR 1-3	WEST SERVER RM	1	A38	2
LIBRARY	RTC	REAR GROUND LVL.	4	12X24X2	16
			4	12X24X12 65%	4
			16	24X24X2	64
			16	24X24X12 65%	16
			8	B138	16
	RTU	REAR ROOF	2	16X25X2	8
			6	20X25X2	24
			3	B59	6
FIRE STATION 93	SOFFIT FANS	APPARATUS BAYS	4	20X20X1	14
	DAIKIN RTU	ROOF	6	18X24X2	24
HTG CTR.	AHU	ATTIC	12	20X25X2	24
			2	B53	4
B&T	POND RM	ROOF	2	16X25X2	8

			1	A38	2
	SADDLE RM	ROOF	4	16X20X2	16
			1	A48	2
	KITCHEN	ROOF	2	16X25X2	8
			1	A38	2
	KITCHEN MAU	ROOF	15	16X20X2	15
	MAIN ROOM	ROOF	6	24X24X2	24
			1	BX63	2
	WMS. LOCKER	ROOF	4	16X20X2	16
	MENS LOCKER	ROOF	4	16X20X2	16
	FURNACE	BASEMENT	1	16X25X1	4
GOLF	AHU	ELECTRICAL RM	4	16X24X2	16
			1	AX46	2
	LOCKER RM RTU	EAST ROOF	4	16X20X2	16
			1	A48	2
	KITCHEN RTU	WEST ROOF	2	16X25X2	8
			1	AX33	2
	DINING RM RTU	WEST ROOF	2	16X20X2	8
			1	A48	2
SOCCER			1	16X20X1	2
GOLF MAINT.			1	16X20X1	2



VILLAGE OF OAKBROOK

HVAC SYSTEMS MAINTENANCE & REPAIR SERVICES



Anchor Mechanical, Inc.

WHAT-EVER YOUR COMMERCIAL OR
INDUSTRIAL FACILITY NEEDS,
ANCHOR MECHANICAL, INC. IS YOUR
SINGLE SOURCE SOLUTION.

- CHILLER MAINTENANCE
- PROCESS PIPING SYSTEMS
- BOILERS/CHILLERS
- PLUMBING
- CONTROLS
- SHEET METAL
- HVAC SYSTEMS
- REFRIGERATION SYSTEMS
- DATA CENTER HVAC
- HELICOPTER LIFTS
- INSULATION



**255 N. California
Chicago, IL, 60612
Office: (312) 492-6994
Fax: (312) 492-6996**

Experience

Anchor Mechanical, Inc. (AMI) is an experienced, qualified full-service Mechanical and General Contracting Company who can perform services on both an operational (scheduled and emergency service) and capital (formal design – build) level for its clients. AMI is a proven leader and expert in the field of Heating, Ventilation and Air Conditioning, refrigeration (HVAC) and related construction which can offer a wide range of mechanical services including: predictive and preventative maintenance, construction management, equipment and system assessments and consultations, project development, equipment maintenance and optimization.

AMI has been providing support and services to customers for over 25 years through the utilization of highly skilled professional technicians, and management. With around 177 employees, Anchor is equipped with nothing but professionals to carryout every day tasks of everything from pipefitting to invoicing to managing each project. Anchor Mechanical, Inc. values its workforce and provides them the ability to engage in industry advancements through training and to promote and share best practices amongst each other through demonstration and hands-on training, in order to prompt creativity and enhance our employees on the job experience. Our management team and employees, through education and training have acquired the knowledge and ability to perform excellent project management, provide technical supervision and skilled labor to best utilize industry best practices obtained through years of experience. All of our services and materials are of the highest quality, competitively priced, and are delivered and performed in a timely and professional manner.

Anchor Mechanical, Inc. would like the opportunity to demonstrate our ability to execute these services at the highest degree of quality and performance necessary to fulfill the successful operation for The Village of Oakbrook.



Michael Rosner
President

Anchor Mechanical Inc. provides services on the following types of equipment:

- Refrigeration Machines:
 - Centrifugal, Absorption, Screw, Scrolls, Rotary, and Reciprocating
- Cooling Towers
- HVAC Fan Systems
 - AHU's, RTU's and Exhaust fans
- Computer Room Air Conditioning Equipment
- Steam and Hydronic Boilers:
 - Water tube, Fire tube and Scotch Marine
- Pumps-Heating/Cooling/Booster/Ejectors
- Temperature Controls - DDC, Electric and Pneumatic
- Chemical Water Treatment
- Chiller/CFC Conversions
- Chiller Controls Retrofit
- Refrigerant Conservation Upgrades
- Boiler Burner Change Outs, Fuel Conversions
- Air/Water Testing and Balancing
- Temperature Control System Upgrades and Replacement
- DDC Conversions and BAS Installations
- Mechanical Piping System Installation, Modification and Repair
- Facilities Management and Project Management
- Data Center Operations Training
- Sheet metal Ductwork Design, Fabrication and Installation
- Air Filter Services
- Plumbing Systems
 - Underground sewer & water
 - Domestic water distribution systems
 - Irrigation
 - Plumbing fixtures

AMI has approximately 295 tradesmen from various unions assigned to a specific job sites concurrently performing labor to complete their given job initiative as well 65 service technicians that solely handle service calls and preventative maintenance on HVAC and Chiller equip. Our Teams typically consist of one (1) Operations Manager, (1) Project Manager and/or Senior Sales Representative assigned to approximately 5-9 employees making communication and follow-up a critical part to our successful management of our ongoing assignments.

ANCHOR MECHANICAL

ANCHOR MECHANICAL IS SIGNATORY WITH THE FOLLOWING UNIONS:

- Chicagoland Journeyman Plumbers Local 130
- International Union of Operating Engineers IUOE Local 399
- International Union of Operating Engineers IUOE Local 150
- Pipefitters Local 597
- Construction & General Laborers' District Council of Chicago & Vicinity LIUNA Local 1
- International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers & Helpers Local Lodge No. One
- Chicago Regional Council of Carpenters
- Bricklayers and of Allied Craftworkers Admin. District Council 1 of Illinois
- International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers Local 1
- International Association of Sheet Metal, Air, Rail and Transportation Workers Local No. 73
- International Brotherhood of Electrical Workers Local Union No. 9
- International Brotherhood of Electrical Workers Local Union No. 134
- International Union of Painters and Allied Trades Painters' District Council #14
- Teamsters Local 731
- Sprinkler Fitters and Apprentices Union Local No. 281, AFL-CIO
- International Association of Machinists and Aerospace Workers Local 126
- Architectural & Ornamental Iron Workers' Union Local No. 63
- International Association of Heat & Frost Insulators & Allied Workers Local 17

ANCHOR MECHANICAL INC. WORKS WITH THE FOLLOWING MUNICIPALITIES AND GOVERNMENT ENTITIES:

- City of Chicago
- State of Illinois CMS
- Cook County
- Chicago Transit Authority
- Chicago Park District
- Illinois Tollway Authority
- Chicago Housing Authority
- Village of Evanston
- Village of Tinley Park
- Village of Orland Park
- Village of Cicero
- Village of Downers Grove
- Village of Oak Park
- Village of Woodridge
- Village of Skokie
- Village of Wilmette
- etc.

QUALIFICATIONS AND EXPERIENCE:

Reference #1: Illinois Tollway

Project Scope: Job order contracting

Duration: 2019-Current

Contact: Ziauddin Ahmed (224)-575-0045 Zahmed@gocos.net

Reference #2: JLL Cyrus One Data Centers

Project Scope: Provide preventative maintenance, repairs and replacement of HVAC equipment that services critical systems for Data Centers

Duration: 2019-Current

Contact: Bob Cunningham (937)-594-9510 rcunningham@cyrusone.com

Reference #3: Green Exchange

Project Scope: Provide preventative maintenance and repairs for chillers boilers and HVAC Equipment

Duration: 2021- Current

Contact: James Cooper (312)-810-6881 james@baumam.com

Reference #4: Chicago Park District Rapid Response

Project Scope: Rapid Response Contract for HVAC Trades of over 35 different buildings and locations

Duration: 2015-Current

Contact: Bill Gernady (312)-907-0048 William.Gernady@ChicagoParkDistrict.com

Reference #5: Element Critical

Project Scope: HVAC Maintenance Contract

Duration: 2023-Current

Contact: Mike Dzigan (847)-890-8172 mdzigan@elementcritical.com

Reference #6: University of Chicago Ingalls Hospital

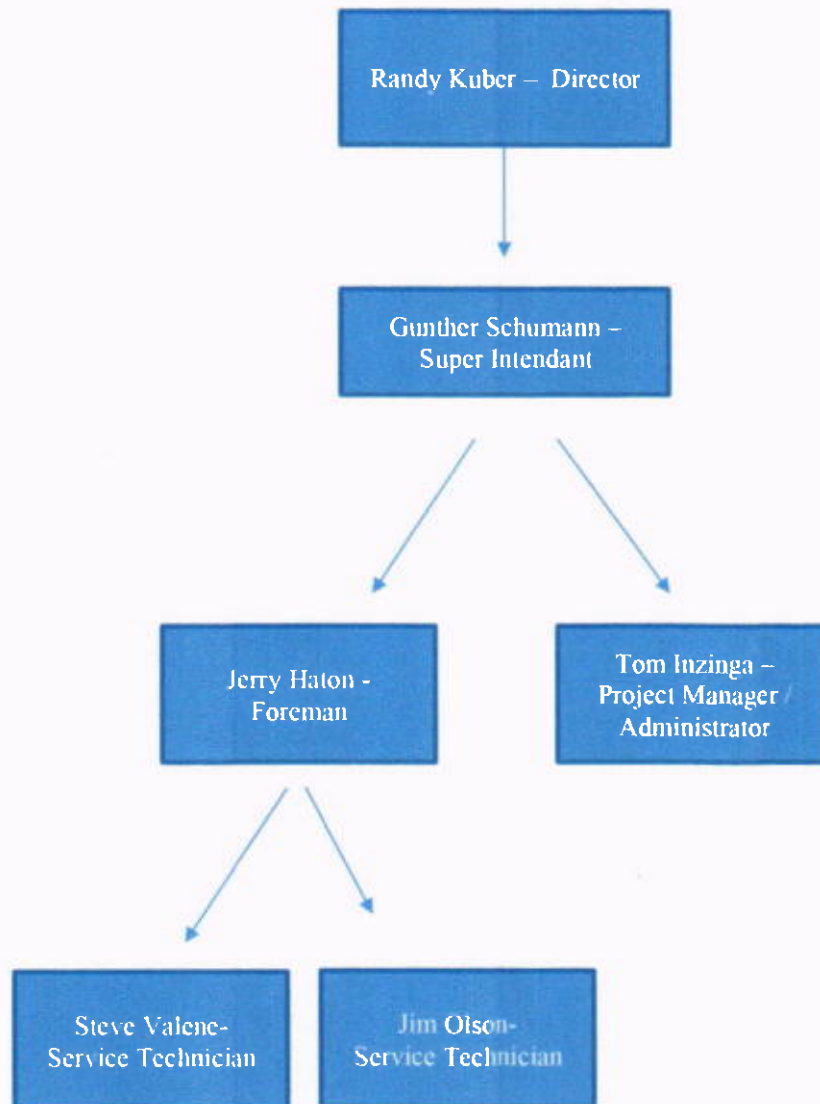
Project Scope: Various HVAC Projects at Hospital's in Harvey and Tinley Park

Duration: 2018-Current

Contact: John Gory (708)-915-5525 John.Gory@uchospitals.edu

**More references available upon request*

Organization Chart Example



Key Personnel Qualifications

Gunther Schumann Superintendent-

Gunther Schumann has worked with Anchor for over 10 years and has excelled at his field. He has past experience working with multiple municipalities such as the Chicago Department of Aviation, Chicago Park District, and of course the Chicago Transit Authority. Gunther has a plethora of experience working on multidiscipline projects that include civil, electrical, structural and mechanical projects.

1. University of Illinois JOC Vet-Med Pharmacy Built-Out and Ventilation Replacement
 - a. Built room addition to Veterinarian Hospital, included three new rooms with cabinets countertops, flooring and new plumbing, ran new electrical and control wiring for rooms, installed all CCTV cameras, devices cabling and termination, provided new ductwork and connected DDC controls for HVAC to existing Building Automation System
 - b. Initial Budget \$188,900.00, Final Budget \$188,900.00
 - c. Client: University of Illinois at Champaign Urbana
 - d. Reference: Josh Rubin (217)-300-2469
2. IL Tollway JOC M-14 HVAC Upgrades Project
 - a. Replaced Approx. 2 7 ½ ton RTU's, 3 Make-up Air Units and 5 Exhaust fans in tollway maintenance garage, all piping, structural steel supports, roofing repairs testing and balancing and connecting to existing BAS to ensure efficient operations
 - b. Initial Budget \$400,000.00, final budget \$2,700,000.00
 - c. Client: IL Tollway
 - d. Reference: Dave Donovan 630-241-6800
EXT1200, Zia AhmedZahmed@esiltd.com
(224)-575-0045
3. Rapid Response Garfield Conservatory Steam Replacement
 - a. Excavated and replaced steam service piping in south mechanical room replaced back to existing conditions including backfill, compaction, and pouring new concrete floor
 - b. Initial Budget \$250,000.00, Final Budget \$290,000.00
 - c. Client: Chicago Park District
 - d. Reference: William Gernady
(312)-907-0048
William.Gernady@ChicagoParkDistrict.com

Jerome Haton - Foreman

Experience

Ideal Heating Company

2001/2011

Brookfield, IL Owner: Charles Usher 708.680.5000

Apprentice, Journeyman, & Foreman

Worked on various Projects, Public Schools, Public Housing, University labs and Retail Locations. Handle start-up and any service calls on equipment that was installed. During slow times loaned out to F.E. Moran and McCauley Mechanical.

Ideal specialized in Boiler replacements of all types, Chiller Replacement /installs, fan coil, air handlers, MUA units, split system, a/c systems, Cooling Towers and rooftop units. Hydronic and steam coil piping and replacement. Performed Maintenance on equipment. University of Chicago Greenhouse renovation.

Personally Responsible for many CPS/CHA Major Upgrades.

Turner Industrial Maintenance

2-2010/4-2010

Citgo Lemont Refinery-Pipefitter

Action Mechanical, Monee IL

4-2010/3-2011

Dearborn Homes Renovation- Pipefitter/Welder/Foreman Major renovation CHA Dearborn Homes, 8 High-rise Buildings. Responsible for 8 penthouses boiler-room and piping. Each boiler room consisted of 2 hydronic Boilers and all associated piping, pumps & tanks etc. elevator room split systems all buildings.

Stone & Webster Construction

3-2011/6-2011

Braidwood Nuclear Facility- Welder

W.E.Bishop & Company

6-2011/1-2012 Owner: Warren Bishop 847.732.7780

Various jobsites- Welder, Foreman & Service

Responsible for CPS renovations at Drovak Elementary & Henderson Elementary full boiler installs. Retro fit new 200 ton chillers. Set, install, and pipe, split systems for MDF rooms, coil upgrades to accommodate new chillers. Performed all Start-up, Maintenance and Service on new and existing rooftops, fan rooms and unit vents.

BMW Construction

1-2012/7-2012

BP Whiting Refinery-Welder & Foreman

W.E.Bishop & Company

7-2012/5-2013

Various Projects-Foreman/Service

Service at four different CPS schools, Cooling Tower Replacement at Provident Hospital.

Sheck Mechanical

5-2013/6-2013

Exxon Mobil Refinery-Welder

F.E.Moran Inc.

ANCHOR MECHANICAL

6-2013/10-2013

Various School Jobs-Pipefitter, Refrigeration, & Welder

Deerfield School Dist. A/C system Install. Daikin type 410a Installed 40 individual room cassette with 5 remote condensers, gymnasium install dx coils in existing air handlers with an addition 25 ton condenser.

Zone Comfort systems Alsip,IL

10-2013/6-2014 Owner Larry Newman: 708.446.4847

Various Retail Locations (Grocery Stores) Responsible for Meijer-Mokena & Homer Glen, Pete's fresh market, Chase bank main office A/C upgrade. Daikin cassette unit remote condensers. Major gas line project at old com-ed Headquarters on Cernak. Frequently worked out of town for their north (Wisconsin) Division as a Tig welder On High pressure C02 A/C systems. Installed many rooftop, ERU, MAU, Munter units, snow melt boilers and piping. Regularly performed PM's and Service calls at many retail location throughout the city and suburbs. Routinely Handled Start-up. Installed wire, T-stats/Humidistats on roof-tops, power modules on Munter unit. Welder & Foreman.

W.E.Bishop & Company

6-2014/9-2014 -Various School Jobs-Foreman

Penn Elementary - Chiller Install

CPS vocational- MUA install and Start-up, Building Air compressor and piping, multi-unit DX coils and Condensers.

Sendra Service Corp.

9-2014/1-2015

Various Jobsites-food processing plant, underground steam main replacement. Welder & Foreman

Independent Mechanical

1-2015/12-2015

Superintendent with an emphasis on safety Various Water Reclamation plants and powerhouses- Pipefitter & Welder

Anchor Mechanical

12-2015/Present

Acting foreman with an emphasis on safety for large scale projects for various public entities including but not limited to the Water Department, Chicago Housing Authority, Department of Aviation, Chicago Public Schools, Etc. as well as many large scale private entities. Some projects include replacement of boilers, MAU's, RTU's Air Handling Units, as well as service on coils, condensers & other various equipment.

Skills

- UA-15
- UA-21
- UA-22
- UA-41
- Certification R-410A
- OSHA-10
- OSHA-30
- Certified Foreman, UA/MCA
- TRMA
- Stepping up to Supervision/ MCA-Ideal Htg

Anchor Experience

1. IL Tollway JOC M-8, CSG Hydrant Repairs/Replacement Project
 - a. Performed inspections of various hydrants for IL Tollway and Village of Downers Grove. Upon investigation hydrants were inoperable and piping had been damaged Project encompassed excavation, hydrant piping replacement, backfill, compaction, and new concrete sidewalk
 - b. Initial Budget \$100,000.00, final Budget \$100,000.00
 - c. Clients: IL Tollway and Village of Downers Grove
 - d. Reference: Dave Donovan 630-241-6800
EXT1200, Zia Ahmed Zahmed@esiltd.com
(224)-575-0045
2. Chicago Department of Aviation AHU Replacement Project
 - a. Replaced approx. 3 AHU's and heat exchanger at Heating and Refrigeration Plant at O'Hare Airport, including new concrete pads, electrical and associated equipment
 - b. Initial Budget \$1,500,000.00 final budget \$1,500,000.00
 - c. Clients: Chicago Department of Aviation
 - d. Reference: Michael Badame (773) 851-5474
Michael.Badame@cityofchicago.org
3. IL Tollway JOC M-14 HVAC Upgrades Project
 - a. Replaced Approx. 2 7 ½ ton RTU's, 3 Make-up Air Units and 5 Exhaust fans in tollway maintenance garage, all piping, structural steel supports, roofing repairs testing and balancing and connecting to existing BAS to ensure efficient operations
 - b. Initial Budget \$2,700,000.00 final budget \$2,700,000.00
 - c. Client: IL Tollway
 - d. Reference: Dave Donovan 630-241-6800
EXT1200, Zia Ahmed Zahmed@esiltd.com
(224)-575-0045

ANCHOR MECHANICAL

RANDALL KUBER

773-640-0183

rkuber1@yahoo.com

OBJECTIVE

Experienced Tradesman seeking to obtain a position within the construction industry that will enable me to use my analytical thinking skills and trade experience to make successful decisions, solve problems, assess risk, and handle all needs of the job.

WORK EXPERIENCE

Anchor Mechanical Inc., Chicago, IL

Senior Project Manager

2010-Present

Day to day operations of an around the clock operation dealing with full service and emergency building operation needs. Management of more than 30 accounts.

Walsh Construction Company, Chicago, IL

Laborer Foreman

2000 - 2010

Safety and day to day operations on site involving placement and proper use of manpower. Place our flagger set up for street protection of pedestrian and fellow tradesman. Fill out all THA reports and handle daily safety talks. At BCBS site maintain all safety and fall protection nets wrapping building. Coordinating with Operating Engineers and security with interior work due to the building staying fully occupied during the vertical completion. During Dan Ryan Project helped work on and supervise over 100 jacking pits next to and under CTA red line to suppress flooding issues. Repair of storm main line from 87th st to Archer pumping station. GPS rover qualified during subgrade renovation and paving of Dan Ryan both outbound and inbound. At Schaumburg Convention Center crew placement of all bollards protecting COMED and all main lines or services.

Lorig Construction Company, Des Plaines, IL

2005 - 2005

Laborer

Tend to carpenters on bridge rebuilding including Torrence St and I-80 tie in. Concrete forming and placement in new sound walls I-294. Operating and maintenance of all pumps for water removal during shoring.

Hansen and Hemple, Elmhurst, IL

1998 - 2000

Laborer

Tend to Bricklayers materials, build and use both suspended and solid tier scaffolding. Tend to stone setters.

EDUCATION

Mt. Carmel High School, Chicago IL, 1993 - 1997

Olive Harvey, Chicago IL, 2001 - 2002

EMT-B certification

Triton College, The Center for Business and Professional Development, 2010 - 2013

FET

CERTIFICATIONS

- Engineer of Stationary Steam Engines and Boiler License # EN123603
- Extensive Knowledge of building construction and daily safety and operating maintenance.
- Meura Trained 2004
- CAD trained 2004 & 2007
- Full suspended scaffold builder, user and competent person
- Crane signaling course BCBS vertical completion 2 cranes in use
- Crane Hard Box vocal crane signal certified
- OSHA 10 hour
- GPS rover and attachment trained Dan Ryan project
- TEREK crane certification on BCBS vertical expansion
- Competent builder and user OSHA subpart L 1926.450
- Fit test use and care 3m Air Purifying Respirator
- Heart saver First Aid E module AHA
- Chicagoland Laborers Training and Apprenticeship Fund Flagger certification #2008-215-2717
- EMT-B training
- Homeland Security Awareness Training Certification #12124
- Basic Electricity Certificate Triton College The Center for Business and Professional Development 75 hours

AWARDS AND HONORS

- LECET award for hours worked without injury
- Trade employee of quarter BCBS vertical completion project for 4th quarter 2009
- Miles Award for safety Dan Ryan Project

REFERENCES

References available upon request

THOMAS INZINGA

Chicago, IL / inzingatom@gmail.com / 708-495-0049

EDUCATION

University of Dayton	Dayton, OH
BS Business Administration - Finance	2014 - 2018

WORK EXPERIENCE

Anchor Mechanical, INC.	Chicago, IL
<i>Warehouse Laborer</i>	2013 - August 2018

- Deliveries
- Daily warehouse maintenance
- Forklift

Anchor Mechanical, INC.	Chicago, IL
<i>Project Administrator/Manager</i>	August 2018 - Present

- Invoicing
- Job Costing
- Payroll
- Profit/Loss Management
- Certified Payroll
- Contract MGMT
- Day to Day responsibilities of current jobs
- Daily contact with clients for job updates
- As-Built: Curation
- Legal Document oversight
- Job Order Bidding
- Organizing Employees day to day
- JOC Trained and Skilled for over 5 years

SKILLS

Microsoft Office:	Proficient in Excel and Word
Adobe Acrobat:	
Profit/Loss Oversight:	Daily management of jobs profit margins., Spreadsheet MGMT
Certified Payroll Management:	
Auditing Management:	
JOC Project Proficiency:	

PROJECTS

IL Tollway
Job Order Construction Contract

Department of Water Management
Job Order Construction Contract

Chicago Transit Authority

STEVEN VALENE

Romeoville, IL 60446 · valene2002@rocketmail.com · 815-685-0395

EDUCATION

Willowbrook High School Diploma	Villa Park, IL - June 1998
Universal Technical Institute HVAC Diploma	Glendale Heights, IL - June 1990
College of Dupage General	Glen Ellyn, IL - August 1988

EXPERIENCE

JR Industries LLC <i>Service Pipefitter</i> • Servicing HVAC Equipment • Boilers • Air Conditioning • Refrigeration • RTUs	Chicago, IL April 2021 - April 2021
McCauley Mechanical <i>Service Pipefitter</i> • Chillers • Brazing • RTUs • MUA • Energy Management Systems	Broadview, IL April 2018 - April 2020
Climate Service Incorporated <i>Service Pipefitter</i> • Chillers • Brazing • RTUs • MUA • Energy management systems	Glen Ellyn, IL July 2017 - April 2018
Climate Pros LLC <i>Service Pipefitter</i> • Refrigeration rack systems • Brazing • RTUs • MUA • Energy management systems	Glendale Heights, IL September 2017 - July 2017
General Refrigeration Service Corporations <i>Service Pipefitter</i> • Chillers • Brazing • RTUs • MUA • Energy Management Systems	Schaumburg, IL July 2013 - September 2015

James Olson

Local 597 Pipefitter/Mechanical/Plumbing /Project Manager/Estimator

708-560-5051 | jwolson90@att.net | 9026 Adare Avenue, Mokena, IL. 60448

Experienced Mechanical/Industrial Piping, Plumbing Estimator and Project Manager, with 27 years' experience as a Local 597 Pipefitter. Having successfully estimated and managed mechanical projects ranging from \$50K - \$40M. My skills also include project scheduling, documenting, estimating, and negotiating request for change orders, approving project expenditures, writing scopes for subcontractor bid requests, manage subcontracts Etc.

My hands-on experience as a pipefitter and superintendent has provided me with the tools to prepare estimates in a logical and pragmatic approach of a person that innately understands the work required to be performed for a specific project. My familiarity with Mechanical piping, Refrigeration and HVAC system equipment and installation enables me to provide expert service to the various clients.

Professional Experience

- **27 Years' Experience:** as a Local 597 Pipefitter, Estimator, Project Manager, Commercial and Industrial Piping Installation positions. Paying detailed attention to all materials and equipment for optimal savings and the following specifications and drawing notes
- **Certification and Qualifications:** Estimating, HVAC/R, Industrial Refrigeration, Project Management, Steam and Hot Water Heating Systems, Pneumatic Piping, Hydraulic Systems.
- **Leadership and Management:** Estimator, Project Manager, Superintendent, managing multiple projects simultaneous, experience in hiring, training, and ensuring exceptional performance for apprentices and journeymen.
- **Contract Coordination:** Solicited bids, reviewed incoming proposals, and made recommendations to senior management.
- **Communication and Teamwork:** Collaborated with individuals from a range of industry, educational, and cultural backgrounds.
- **Quality Control and Quality Assurance:** Ensured industry standards were always maintained and documented and tracked materials and procedures.
- **Estimator, Project Manager, Industrial Refrigeration Sales:** I had a key role in development of Autumn Construction Industrial Refrigeration group. As Estimator, Project Manager, and field operations manager. I was responsible for securing new projects and for oversight of the Industrial Refrigeration division's operation on the projects. I managed a team to ensure that the Client receives a product that meets or exceeds industry standards and is delivered on time.

Associated Projects:

Listed below are a sample of projects that I have estimated. Each of these included Plumbing, HVAC, Mechanical Piping, along with Medical Gas. All are between \$5M up to \$40M plus. In addition, I have estimated other commercial projects such as Data Centers, Hotels, Schools, Apartments, etc.

- Health Alliance Kingston NY
- McCormick Place Covid Hospital
- Maine South High School
- Safe Haven Veteran Studios
- U of I Computer Sciences
- Verizon Data Centers
- Digital Realty
- Cook County Juvenile Detention
- Stroger Medical Center
- Scott Air Force Base
- Pullman National Monument
- Hollywood Casino Joliet
- Northwestern University Black House
- Palos Health Northwestern University Medicine
- Northwestern Medicine Decentralization
- Amigo Foods
- Sustainable Bio Products
- Cook County Stroger Medical Center "On Going"
- Rush University Oak Park
- Swedish Covenant Hospital "On Going"
- Rush Medical Center Cell Therapy
- Amita Health
- University of Chicago Medical Center
- Saratoga Hospital NY
- Vassar Hospital NY
- Midwest Orthopedics Rush University Medical Center
- Ingalls University of Chicago Tinley Park
- Alexian Brothers Hospital Vertical Expansion
- Alexian Brothers Hospital Surgery Expansion
- Ohio State Medical Center
- Silver Cross Hospital
- Edwards Elmhurst
- Edwards Elmhurst Naperville
- University of Chicago Kovler
- Rush University Cardiac

SOFTWARE:

- Trimble Quick Pen Mechanical, Plumbing and Sheet Metal
- FAA Part 107 Licensed Drone Pilot Starting 11/01/2021 Fixed Wing and Rotary
- Trade Service with Trimble
- Microsoft Excel
- Microsoft Word
- Quote Soft
- Procore
- Fast Pipe, Fast Duct
- Power Point
- Bluebeam
- Auto Cad

PROFESSIONAL EXPERIENCE:**A&R Mechanical, Urbana, IL**

Estimator 2021-2022

YMI MECHANICAL GROUP, Elk Grove Village, IL

2018 – 2021

Estimator / Project Manager

Autumn Construction Services, Lombard, IL

2017 - 2018

Estimator / Project Manager for the Industrial Refrigeration Division

D & H Refrigeration

2014 - 2017

Pipefitter Superintendent

Amber Mechanical

2000 - 2014

Pipefitter Forman

ANCHOR MECHANICAL

Capacity to Perform

Below is a list of current ongoing contracts at Anchor Mechanical as well as a reference list:

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #	Contact	Phone	Email
IL Toll	CONSTRUCT HIGHWAY	Ongoing	>\$50K	70000AMI000	Zia Ahmed	224-575-0045	Zahmed@esilt.com
MWRD	REPAIR/MAINT Air Compressors	Ongoing	>\$50K	20-627-11	Diana Robles	773-256-1590	diana.robles@mwr.com
University of Illinois at Urbana-Champaign	REPAIR/MAINT	Ongoing	>\$50K	n/a	Robert Roman	217-300-5870	roman@illinois.edu
O'Hare Airport	REPAIR/MAINT	Ongoing	>\$50K	n/a	Ken Belling	773-894-2160	k.belling@smgohare.com

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Corrections	REPAIR/MAINT BLDG	Ongoing	>\$50K	70000117011
IL Toll	CONSTRUCT HIGHWAY	Ongoing	>\$50K	70000AMI000
Corrections	REPAIR/MAINT BLDG	Ongoing	>\$50K	70092171008
Human Services	REPAIR/MAINT BLDG	Ongoing	>\$50K	766B5911757
Central Mgmt	REPAIR/MAINT BLDG	Ongoing	>\$50K	7CIP7986930
Corrections	REPAIR/MAINT BLDG	Ongoing	>\$50K	8000117011
IL Toll	CONSTRUCT HIGHWAY	Ongoing	>\$50K	80000AMI000
Human Services	REPAIR/MAINT BLDG	Ongoing	>\$50K	866B5911757
Central Mgmt	REPAIR/MAINT BLDG	Ongoing	>\$50K	8CIP7986930
Central Mgmt	REPAIR/MAINT BLDG	Ongoing	>\$50K	8CIP8105269
IL Toll	CONSTRUCT HIGHWAY	Ongoing	>\$50K	90000AMI000
CDB	CONSTRUCT OTHER	Ongoing	>\$50K	90015056684
MWRD	REPAIR/MAINT Air Compressors	Ongoing	>\$50K	20-627-11
UIC	JOB ORDER CONTRACTING	Ongoing	>\$50K	600-C22001
Human Services	REPAIR/MAINT BLDG	Ongoing	>\$50K	966B5911757
Central Mgmt	REPAIR/MAINT BLDG	Ongoing	>\$50K	9CIP7986930
Central Mgmt	REPAIR/MAINT BLDG	Ongoing	>\$50K	9CIP8105269

Outstanding Contract Reference List

Name	Location	Phone	Email
Tom Barrett	Jardine/Mayfair Pumping Station	312-744-5431	thomas.barrett@cityofchicago.org
Chris Browne	Westen Pumping Station	773-491-9676	chris.browne@cityofchicago.org
Kevin Casserly	UIC East/West Energy Plant	312-996-7183	kcasser@uic.edu
Zia Ahmed	IL Tollway	224-575-0045	Zahmed@esilt.com
Ken Belling	O'Hare Airport	773-894-2160	k.belling@smgohare.com
Jack Doherty	JLL/Rush CEP	312-835-1835	jack.doherty@jll.com
Malaika Mayfield	Gordian	312-366-0611	m.mayfield@gordian.com
Derek LaDuke	Gordian	312-315-6654	dladuke@gordian.com
Chris Murphy	South Plant/ESWPP	312-217-4591	
Robert Roman	University of Illinois at Urbana-Champaign	217-300-5870	roman@illinois.edu

Anchor Mechanical has never let ongoing or future contract impede on the completion of other project. It is with great importance that every client we work with is treated with equal response time and diligence. For the above contracts it is estimated Anchor self performs roughly 30%-50% of the work, including labor and contractual work, with the rest being subcontracted. For future work, Anchor is set to continue these current contracts in the future, as well as extensions on our Job Order Contract with the Department of Water Management – Chicago, Job Order Contract with the University of Illinois Chicago, as well as our Job Order Contract with the CTA. We also will continue our contracts with Illinois Institute of Technology.

Vehicle List

Anchor Mechanical currently has 45 vans in its current fleet being used by in house pipefitters for various jobs and contracts. We have 2 stake-bed trucks for deliveries as well as two regular sized pick up trucks. We also have vactor trucks, scissor lifts, articulating lifts, and a mini backhoe. Welding setups on our trucks as well as diesel generators are also at our disposal.

Mike Rosner
President

A handwritten signature in black ink, appearing to be 'Mike Rosner', with a stylized, cursive script.

**2024 HVAC SYSTEMS MAINTENANCE REPAIR SERVICES
PROPOSAL TABULATION**

ITEM	Dependable Building Services, Inc.	Anchor Mechanical, Inc.	Mechanical Inc. dba Helm Service	Dahme Mechanical Alternative Proposal*	Atomic Mechanical Services	Dahme Mechanical	Trane Technologies
2024 Costs							
Village Hall 1200 Oak Brook Road	\$14,316.00	\$14,854.00	\$18,294.00	\$23,775.00	\$25,200.00	\$30,970.00	\$38,700.00
Public Works 3003 Jorie Blvd.	\$583.00	\$2,152.00	\$2,521.00	\$2,295.00	\$3,912.00	\$2,538.00	\$3,060.00
Cell Tower 1200 Oak Brook Road	\$450.00	\$1,606.00	\$791.00	\$878.00	\$1,500.00	\$878.00	\$1,890.00
Fire Station #93 725 Enterprise Road	\$1,741.00	\$2,777.00	\$3,816.00	\$2,348.00	\$2,748.00	\$2,348.00	\$4,050.00
Library 600 Oak Brook Road	\$5,840.00	\$6,332.00	\$6,120.00	\$6,971.00	\$8,100.00	\$10,502.00	\$10,440.00
Glof Clubhouse 2606 York Road	\$1,744.00	\$1,900.00	\$3,160.00	\$2,181.00	\$2,412.00	\$2,236.00	\$4,140.00
Bath & Tennis Clubhouse 800 Oak Brook Road	\$4,280.00	\$5,382.00	\$10,153.00	\$4,687.00	\$9,852.00	\$4,824.00	\$9,000.00
Soccer Building 700 Oak Brook Road	\$385.00	\$1,575.00	\$631.00	\$698.00	\$552.00	\$698.00	\$1,080.00
Golf Maintenance Facilities 810 Oak Brook Road	\$385.00	\$1,575.00	\$631.00	\$628.00	\$552.00	\$628.00	\$1,080.00
Heritage Center 1112 Oak Brook Road	\$815.00	\$2,429.00	\$2,517.00	\$2,007.00	\$1,550.00	\$2,007.00	\$14,580.00
2024 Totals	\$30,539.00	\$40,582.00	\$48,634.00	\$46,468.00	\$56,378.00	\$57,629.00	\$88,020.00
Regular Time Hourly Rate	\$125.00	\$140.00	\$157.50	\$154 + \$75 Truck Charge	\$175.00	\$154 + \$75 Truck Charge	\$260.00
Emergency Overtime Hourly Rate	\$187.00	\$175.00	\$235.00	\$230 + \$75 Truck Charge	\$262.00	\$230 + \$75 Truck Charge	N/A
				Double OT \$285 + \$75 Truck Charge		Double OT \$285 + \$75 Truck Charge	
Parts Mark-Up Cost Percentage	30% (\$500-\$1,000 15%(over \$1,000)	10%	15%	2% (up to \$500) 1.7% (\$500 - \$1,000) \$1.5% (\$1,000 - \$2,500) 1.4% (\$2,500 and up)	43%	2% (up to \$500) 1.7% (\$500 - \$1,000) \$1.5% (\$1,000 - \$2,500) 1.4% (\$2,500 and up)	0%
2025 Costs							
Village Hall 1200 Oak Brook Road	\$14,316.00	\$15,299.62	\$18,294.00		\$25,956.00	\$32,293.00	\$40,635.00
Public Works 3003 Jorie Blvd.	\$583.00	\$2,216.56	\$2,521.00		\$4,030.00	\$2,644.00	\$3,213.00
Cell Tower 1200 Oak Brook Road	\$450.00	\$1,654.18	\$791.00		\$1,540.00	\$912.00	\$1,984.00
Fire Station #93 725 Enterprise Road	\$1,141.00	\$2,860.31	\$3,816.00		\$2,830.00	\$2,416.00	\$4,253.00
Library 600 Oak Brook Road	\$5,840.00	\$6,521.96	\$6,120.00		\$8,340.00	\$11,106.00	\$10,962.00
Glof Clubhouse 2606 York Road	\$1,744.00	\$1,957.00	\$3,160.00		\$2,484.00	\$2,301.00	\$4,347.00
Bath & Tennis Clubhouse 800 Oak Brook Road	\$4,280.00	\$5,543.46	\$10,153.00		\$10,140.00	\$4,971.00	\$9,450.00
Soccer Building 700 Oak Brook Road	\$385.00	\$1,622.25	\$631.00		\$568.00	\$729.00	\$1,134.00
Golf Maintenance Facilities 810 Oak Brook Road	\$385.00	\$1,622.25	\$631.00		\$568.00	\$657.00	\$1,134.00
Heritage Center 1112 Oak Brook Road	\$815.00	\$2,501.87	\$2,517.00		\$1,596.00	\$2,071.00	\$15,310.00
2025 Totals	\$29,939.00	\$41,799.46	\$48,634.00	\$48,183.00	\$58,052.00	\$60,100.00	\$92,422.00
Regular Time Hourly Rate	\$125.00	\$144.20	\$162.00	\$158 + \$75 Truck Charge	\$180.00	\$158 + \$75 Truck Charge	N/A
Emergency Overtime Hourly Rate	\$187.00	\$180.25	\$243.00	\$235 + \$75 TruckCharge	\$270.00	\$235 + \$75 TruckCharge	N/A
				Double OT \$290 + \$80 Truck Charge		Double OT \$290 + \$80 Truck Charge	
Parts Mark-Up Cost Percentage	30% (\$500-\$1,000 15%(over \$1,000)	10%	15%	2% (up to \$500) 1.7% (\$500 - \$1,000) \$1.5% (\$1,000 - \$2,500) 1.4% (\$2,500 and up)	43%	2% (up to \$500) 1.7% (\$500 - \$1,000) \$1.5% (\$1,000 - \$2,500) 1.4% (\$2,500 and up)	0%
2026 Costs							
Village Hall 1200 Oak Brook Road	\$15,031.00	\$15,758.61	\$18,843.00		\$26,734.00	\$33,669.00	\$42,669.00
Public Works 3003 Jorie Blvd.	\$612.00	\$2,283.06	\$2,521.00		\$4,150.00	\$2,755.00	\$3,375.00
Cell Tower 1200 Oak Brook Road	\$472.00	\$1,703.81	\$815.00		\$1,586.00	\$947.00	\$2,084.00

**2024 HVAC SYSTEMS MAINTENANCE REPAIR SERVICES
PROPOSAL TABULATION**

ITEM	Dependable Building Services, Inc.	Anchor Mechanical, Inc.	Mechanical Inc. dba Helm Service	Dahme Mechanical Alternative Proposal*	Atomic Mechanical Services	Dahme Mechanical	Trane Technologies
Fire Station #93 725 Enterprise Road	\$1,828.00	\$2,946.12	\$3,931.00		\$2,914.00	\$2,485.00	\$4,464.00
Library 600 Oak Brook Road	\$6,232.00	\$6,717.62	\$6,304.00		\$8,590.00	\$11,746.00	\$11,511.00
Glof Clubhouse 2606 York Road	\$1,831.00	\$2,015.71	\$3,255.00		\$2,558.00	\$2,377.00	\$4,568.00
Bath & Tennis Clubhouse 800 Oak Brook Road	\$4,494.00	\$5,709.76	\$10,458.00		\$10,442.00	\$5,121.00	\$9,923.00
Soccer Building 700 Oak Brook Road	\$405.00	\$1,670.92	\$650.00		\$588.00	\$758.00	\$1,190.00
Golf Maintenance Facilities 810 Oak Brook Road	\$405.00	\$1,670.92	\$650.00		\$588.00	\$685.00	\$1,190.00
Heritage Center 1112 Oak Brook Road	\$855.75	\$2,576.93	\$2,593.00		\$1,640.00	\$2,135.00	\$16,092.00
2026 Totals	\$32,165.75	\$43,053.46	\$50,020.00	\$49,954.00	\$59,790.00	\$62,678.00	\$97,066.00
Regular Time Hourly Rate	\$131.00	\$148.53	\$166.00	\$163 + \$85 Truck Charge	\$185.00	\$163 + \$85 Truck Charge	N/A
Emergency Overtime Hourly Rate	\$196.00	\$185.66	\$249.00	\$240 + \$85 Truck Charge	\$277.00	\$240 + \$85 Truck Charge	N/A
				Double OT \$300 + \$85 Truck Charge		Double OT \$300 + \$85 Truck Charge	
Parts Mark-Up Cost Percentage	30% (\$500-\$1,000 15%(over \$1,000)	10%	15%	2% (up to \$500) 1.7% (\$500 - \$1,000) \$1.5% (\$1,000 - \$2,500) 1.4% (\$2,500 and up)	43%	2% (up to \$500) 1.7% (\$500 - \$1,000) \$1.5% (\$1,000 - \$2,500) 1.4% (\$2,500 and up)	0%
2027 Costs							
Village Hall 1200 Oak Brook Road	\$15,031.00	\$16,231.37	\$18,843.00		\$27,536.00	\$35,345.00	\$49,780.00
Public Works 3003 Jorie Blvd.	\$612.00	\$2,351.55	\$2,521.00		\$4,274.00	\$2,869.00	\$3,546.00
Cell Tower 1200 Oak Brook Road	\$472.00	\$1,754.92	\$815.00		\$1,630.00	\$982.00	\$2,187.00
Fire Station #93 725 Enterprise Road	\$1,828.00	\$3,034.50	\$3,931.00		\$2,990.00	\$2,554.00	\$4,685.00
Library 600 Oak Brook Road	\$6,232.00	\$6,919.15	\$6,304.00		\$8,840.00	\$12,426.00	\$12,090.00
Glof Clubhouse 2606 York Road	\$1,831.00	\$2,076.18	\$3,255.00		\$2,660.00	\$2,455.00	\$4,800.00
Bath & Tennis Clubhouse 800 Oak Brook Road	\$4,494.00	\$5,881.05	\$10,458.00		\$10,760.00	\$5,272.00	\$10,418.00
Soccer Building 700 Oak Brook Road	\$405.00	\$1,721.05	\$650.00		\$606.00	\$789.00	\$1,251.00
Golf Maintenance Facilities 810 Oak Brook Road	\$405.00	\$1,721.05	\$650.00		\$606.00	\$714.00	\$1,251.00
Heritage Center 1112 Oak Brook Road	\$855.75	\$2,654.24	\$2,593.00		\$1,690.00	\$2,201.00	\$16,900.00
2027 Totals	\$32,165.75	\$44,345.06	\$50,020.00	\$51,781.00	\$61,592.00	\$65,607.00	\$106,908.00
Regular Time Hourly Rate	\$131.00	\$152.99	\$166.00	\$166 + \$90 Truck Charge	\$190.00	\$166 + \$90 Truck Charge	N/A
Emergency Overtime Hourly Rate	\$196.00	\$191.23	\$249.00	\$245 + \$90 Truck Charge	\$285.00	\$245 + \$90 Truck Charge	N/A
				Double OT \$305 + \$90 Truck Charge		Double OT \$305 + \$90 Truck Charge	
Parts Mark-Up Cost Percentage	30% (\$500-\$1,000 15%(over \$1,000)	10%	15%	2% (up to \$500) 1.7% (\$500 - \$1,000) \$1.5% (\$1,000 - \$2,500) 1.4% (\$2,500 and up)	43%	2% (up to \$500) 1.7% (\$500 - \$1,000) \$1.5% (\$1,000 - \$2,500) 1.4% (\$2,500 and up)	0%
2028 Costs							
Village Hall 1200 Oak Brook Road	\$15,031.00	\$16,718.31	\$19,409.00		\$28,362.00	\$37,033.00	\$47,043.00
Public Works 3003 Jorie Blvd.	\$612.00	\$2,422.10	\$2,597.00		\$4,400.00	\$2,988.00	\$3,726.00
Cell Tower 1200 Oak Brook Road	\$472.00	\$1,807.57	\$840.00		\$1,678.00	\$1,017.00	\$2,295.00
Fire Station #93 725 Enterprise Road	\$1,828.00	\$3,125.54	\$4,049.00		\$3,080.00	\$3,063.00	\$4,867.00
Library 600 Oak Brook Road	\$6,232.00	\$7,126.72	\$6,494.00		\$9,108.00	\$13,148.00	\$12,700.00
Glof Clubhouse 2606 York Road	\$1,831.00	\$2,138.47	\$3,353.00		\$2,740.00	\$2,506.00	\$5,100.00
Bath & Tennis Clubhouse 800 Oak Brook Road	\$4,494.00	\$6,057.48	\$10,772.00		\$11,080.00	\$5,425.00	\$10,940.00

**2024 HVAC SYSTEMS MAINTENANCE REPAIR SERVICES
PROPOSAL TABULATION**

ITEM	Dependable Building Services, Inc.	Anchor Mechanical, Inc.	Mechanical Inc. dba Helm Service	Dahme Mechanical Alternative Proposal*	Atomic Mechanical Services	Dahme Mechanical	Trane Technologies
Soccer Building 700 Oak Brook Road	\$405.00	\$1,772.68	\$670.00		\$624.00	\$819.00	\$1,460.00
Golf Maintenance Facilities 810 Oak Brook Road	\$405.00	\$1,772.68	\$670.00		\$624.00	\$743.00	\$1,460.00
Heritage Center 1112 Oak Brook Road	\$855.75	\$2,733.87	\$2,671.00		\$1,740.00	\$2,267.00	\$17,775.00
2028 Totals	\$32,165.75	\$45,675.42	\$51,525.00	\$54,039.00	\$63,436.00	\$69,009.00	\$107,366.00
Regular Time Hourly Rate	\$131.00	\$157.58	\$176.25	\$170 + \$95 Truck Charge	\$195.00	\$170 + \$95 Truck Charge	N/A
Emergency Overtime Hourly Rate	\$196.00	\$196.97	\$265.00	\$250 + \$95 Truck Charge	\$292.00	\$250 + \$95 Truck Charge	N/A
				Double OT \$310 + \$95 Truck Charge		Double OT \$310 + \$95 Truck Charge	
Parts Mark-Up Cost Percentage	30% (\$500-\$1,000 15%(over \$1,000)	10%	15%	2% (up to \$500) 1.7% (\$500 - \$1,000) \$1.5% (\$1,000 - \$2,500) 1.4% (\$2,500 and up)	43%	2% (up to \$500) 1.7% (\$500 - \$1,000) \$1.5% (\$1,000 - \$2,500) 1.4% (\$2,500 and up)	0%
2024 - 2028 Total	\$156,975.25	\$215,455.40	\$248,833.00	\$250,425.00	\$299,248.00	\$315,023.00	\$491,782.00
				*Belts replaced 1x per year, all filters replaced 1x per year, pleated filters replaced 2x year, normal PM schedules and inspections, coils cleaned after cottonwood trees seed			



OAK BROOK
Illinois

ITEM 9.A.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

Board of Trustees Special Meeting
of
June 25, 2024

SUBJECT: Non-Resident Library Card Program

FROM: Jacob Post, Head Librarian

BUDGET SOURCE/BUDGET IMPACT: None

RECOMMENDED MOTION: I move to approve Resolution R-2211, A Resolution Authorizing and Approving the Oak Brook Public Library to Participate in the Non-Resident Library Card Program from July 1, 2024 to June 30, 2025.

Background/History:

In accordance with the administrative rules and regulations implementing Illinois Public Act 92-0166, the governing body of each public library is required to adopt a resolution annually to authorize and direct the library to participate in the non-resident card program. Each library governing board has the option to participate or not participate.

Last year, the Village Board of Trustees adopted 2023-LY-R-2016 directing OBPL to participate in the program from July 1, 2023 through June 30, 2024. Twenty seven non-resident cards were issued during 2023.

Upon the recommendation of the Library Commissioners, the staff proposes that the Village Board authorize the Library to participate in this program from July 1, 2024 through June 30, 2025. The cost for a non-resident family card during this period is \$352.00 using the State's required mathematical formula and \$131.00 for an individual card. This is a \$29 increase for a family card and an \$11 increase for an individual card.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2211 authorizing participation in the Non-Resident Library Card Program from July 1, 2024 to June 30, 2025.

Attachments:

1. Resolution R-2211

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
2024-LY-R-2211

A RESOLUTION
AUTHORIZING AND APPROVING
THE OAK BROOK PUBLIC LIBRARY TO
PARTICIPATE IN THE NON-RESIDENT LIBRARY CARD
PROGRAM FROM JULY 1, 2024 to JUNE 30, 2025

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 25th day of June, 2024

RESOLUTION 2024-LY-R-2211

**A RESOLUTION AUTHORIZING AND APPROVING
THE OAK BROOK PUBLIC LIBRARY TO PARTICIPATE
IN THE NON-RESIDENT LIBRARY CARD PROGRAM
FROM JULY 1, 2024 TO JUNE 30, 2025**

WHEREAS, the General Assembly passed Public Act 92-0166 which provides in part that public libraries may opt in or opt out of a non-resident card program which grants non-resident card holders borrowing privileges at all participating public libraries in the regional library system; and

WHEREAS, Public Act 92-0166 was effective July 1, 2002; and

WHEREAS, administrative rules and regulations implementing this public act provide at 26 Ill.Reg. 3050.20 that the governing body shall annually take action to decide whether to issue non-resident library cards during the ensuing 12 months; and

WHEREAS, the Oak Brook Library Commission has recommended that the Village of Oak Brook participate in the non-resident library card program; and

WHEREAS, the Village Board concurs with the Library Commission's recommendation.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK BROOK, DU PAGE AND COOK COUNTIES, ILLINOIS as follows:

Section 1: That for the period July 1, 2024 to June 30, 2025, the Oak Brook Public Library is hereby authorized and directed to participate in the non-resident library card program pursuant to Public Act 92-0166 and the applicable implementing regulations.

Section 2: That this resolution shall be in full force and effect from and after July 1, 2024.

APPROVED THIS 25th day of June, 2024.

Laurence E. Herman
Village President

PASSED THIS 25th day of June, 2024.

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Netasha Scarpiniti
Village Clerk



ITEM 9.A.7.

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 Special Meeting
of
June 25, 2024

SUBJECT: Award of Contract - Golf Equipment – Utility Vehicle

FROM: Sean Creed, Golf Course Grounds Superintendent
Art Segura, Sports Core Director

BUDGET SOURCE/BUDGET IMPACT: Program #834 (Budgeted \$35,000)

RECOMMENDED MOTION: I move to approve Resolution R-2216, waiving further bidding, as Sourcewell has already conducted the bid process, and approving issuance of a Purchase Order to Revels Turf & Tractor, LLC for \$33,886.28.

Background/History:

The Village currently utilizes a 2008 ProGator, now fifteen (15) years old, for the Public Works and Sports Core / Golf Maintenance Division. This ProGator is used to transport soil, sand, compost, and branches around the property. It is also used to pull trailers with equipment on them. The ProGator has become worn out and underpowered compared to the 2024 model. This has led to daily operational issues. While it served the departments well, it is now beyond its useful life. The Village budgeted \$35,000 for its replacement in 2024.

According to Section 1-7-10 of the Village Code of Ordinances and Compiled Statutes, the Village may participate in cooperative purchasing arrangements with other governmental units to realize benefits. Accordingly, the Village is seeking to utilize the Sourcewell purchasing cooperative pricing, via Revels Turf & Tractor, LLC, to replace the equipment. Through Sourcewell, the new ProGator pricing is \$34,886.28, less the \$1,000 trade-in allowance for the old unit, for a total cost of \$33,886.28.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2216, waiving further bidding, as Sourcewell has already conducted the bid process, and approving issuance of a Purchase Order to Revels Turf & Tractor, LLC for \$33,886.28.

Attachments:

1. 2024-R-2216
2. Quote on 2024 John Deere 2020A 6-3-2024

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2024-SC-GOLF-PG-R-2216

A RESOLUTION
TO WAIVE FURTHER BIDDING AND AUTHORIZE STAFF TO
ISSUE A PURCHASE ORDER TO REVELS TURF & TRACTOR,
LLC, OF ELGIN, ILLINOIS, FOR ONE 2024 JOHN DEERE 2020A
PROGATOR UTILITY VEHICLE FOR THE OAK BROOK GOLF
CLUB

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 25th day of June 2024

RESOLUTION NO. 2024-SC-GOLF-PG-R-2216

A RESOLUTION

TO WAIVE FURTHER BIDDING AND AUTHORIZE STAFF TO ISSUE A PURCHASE ORDER TO REVELS TURF & TRACTOR, LLC, OF ELGIN, ILLINOIS, FOR ONE 2024 JOHN DEERE 2020A PROGATOR UTILITY VEHICLE FOR THE OAK BROOK GOLF CLUB

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 Purchase Order with another party pursuant to Illinois Statute;

WHEREAS, as part of the FY24 budget for the Village Sports Core, \$35,000.00 was included for the purchase of one 2024 John Deere 202A ProGator Utility Vehicle (the "Equipment");

WHEREAS, the Equipment is slated to replace the existing 2008 model ProGator the Sports Core has utilized for the past fifteen years, which has reached the end of its respective useful life cycle;

WHEREAS, pursuant to the provisions of Section 1-7-10 of the Village Code of Ordinances, the Village is permitted to join with other governmental units in order to benefit from cooperative purchasing arrangements, namely Sourcewell;

WHEREAS, Sourcewell has already conducted the formal bidding process for the Equipment currently offered by Revels Turf & Tractor, LLC from Elgin, Illinois (the "Company");

WHEREAS, Staff is recommending approval of the purchase order in the amount of \$33,886.28, attached hereto and incorporated herein as Exhibit A (the "Purchase Order") for one 2024 John Deere 202A ProGator Utility Vehicle;

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 approve the Purchase Order 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 of Purchase Order

The President and Board of Trustees hereby approve the Purchase Order to Company in substantially the same form attached as Exhibit A.

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute the Purchase Order, substantially in the form of such attached hereto as Exhibit A.

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 the Purchase Order 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 Purchase Order and of this Resolution.

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 25th day of June 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 25th day of June 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Purchase Order]

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- ☐ 2000 John Deere Run
Cary, NC 27513

- ☐ Signature on all LOIs and POs with a signature line

- ☐ Contract name or number; or JD Quote ID

- ☐ Sold to street address

- ☐ Ship to street address (no PO box)

- ☐ Bill to contact name and phone number

- ☐ Bill to address

- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

- ☐ Membership number if required by the contract

For any questions, please contact:

Jason Krage

Revels Turf and Tractor, LLC
180 Corporate Drive
Elgin, IL 60123

Tel: 847-683-4653

Mobile Phone: 847-857-9967

Fax: 847-683-3978

Email: jkrage@revelstractor.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Quote Id: 31073505

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Revels Turf and Tractor, LLC
180 Corporate Drive
Elgin, IL 60123
847-683-4653
revtrac@revelstractor.com

Prepared For:

OAKBROOK MUNICIPAL GOLF COURSE



Proposal For:

Delivering Dealer:

Jason Krage

Revels Turf and Tractor, LLC
180 Corporate Drive
Elgin, IL 60123

847-683-4653
revtrac@revelstractor.com

Quote Prepared By:

Jason Krage
847-857-9967
jkrage@revelstractor.com

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Revels Turf and Tractor, LLC
180 Corporate Drive
Elgin, IL 60123
847-683-4653
revtrac@revelstractor.com

Quote Summary

Prepared For:

OAKBROOK MUNICIPAL GOLF COURSE
810 OAKBROOK ROAD
OAK BROOK, IL 60523

Delivering Dealer:

Revels Turf and Tractor, LLC
Jason Krage
180 Corporate Drive
Elgin, IL 60123
Phone: 847-683-4653
Mobile: 847-857-9967
jkfrage@revelstractor.com

Quote ID: 31073505
Created On: 31 May 2024
Last Modified On: 03 June 2024
Expiration Date: 28 June 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE ProGator 2020A (Gas)	\$ 45,903.00	\$ 34,886.28 X	1 =	\$ 34,886.28
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)				
Price Effective Date: May 30, 2024				

Equipment Total **\$ 34,886.28**

Trade In Summary	Qty	Each	Extended
2008 JOHN DEERE 2020 - TC202AT020170	1	\$ 1,000.00	\$ 1,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 1,000.00
Trade In Total			\$ 1,000.00

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 34,886.28
Trade In	\$ (1,000.00)
SubTotal	\$ 33,886.28
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 33,886.28
Down Payment	(0.00)

Salesperson : X _____

Accepted By : X _____

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Revels Turf and Tractor, LLC
180 Corporate Drive
Elgin, IL 60123
847-683-4653
revtrac@revelstractor.com

Rental Applied

(0.00)

Balance Due

\$ 33,886.28

Selling Equipment

Quote Id: 31073505

Customer Name: OAKBROOK MUNICIPAL GOLF COURSE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Revels Turf and Tractor, LLC
180 Corporate Drive
Elgin, IL 60123
847-683-4653
revtrac@revelstractor.com

JOHN DEERE ProGator 2020A (Gas)

Hours:
Stock Number: 173098

Contract: Sourcewell Grounds Maintenance 031121-DAC
(PG NB CG 70)

Price Effective Date: May 30, 2024

Suggested List *
\$ 45,903.00
Selling Price *
\$ 34,886.28

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
140ETC	ProGator 2020A (Gas)	1	\$ 42,074.00	24.00	\$ 10,097.76	\$ 31,976.24	\$ 31,976.24
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
183E	JDLINK™ Modem	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1139	Standard Front Tires 23x10.5-12 (4 PR)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1162	Wide Rear Multi-Trac (2) Tires and (2) Wheels, 26 x 14-12 (4 PR)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1190	2WD Traction Unit	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2200	Factory Installed Auxiliary Hydraulics	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
9773	Electronic Multi-Mode Throttle/Governor Control Kit	1	\$ 514.00	24.00	\$ 123.36	\$ 390.64	\$ 390.64
9776	Cargo Box	1	\$ 3,092.00	24.00	\$ 742.08	\$ 2,349.92	\$ 2,349.92
9778	Quick Connect Kit	1	\$ 223.00	24.00	\$ 53.52	\$ 169.48	\$ 169.48
Standard Options Total			\$ 3,829.00		\$ 918.96	\$ 2,910.04	\$ 2,910.04
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 45,903.00		\$ 11,016.72	\$ 34,886.28	\$ 34,886.28

Trade-in

Quote Id: 31073505**Customer Name:** OAKBROOK MUNICIPAL GOLF COURSE**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

2008 JOHN DEERE 2020	
SN# TC202AT020170	
Machine Details	
Description	Net Trade Value
2008 JOHN DEERE 2020	\$ 1,000.00
SN# TC202AT020170	
Your Trade In Description	
Total	\$ 1,000.00



ITEM 9.A.8.

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 Special Meeting
of
June 25, 2024

SUBJECT: Installation of Minuteman Fixed Site License Plate Recognition Systems

FROM: Brian Strockis, Chief of Police

BUDGET SOURCE/BUDGET IMPACT: Account: 153-90100, \$25,411.77 with recurring yearly expenses totaling \$1,158.00 for both locations

RECOMMENDED MOTION: I move to approve Resolution R-2217, A Resolution Approving and Authorizing the Execution of an Agreement to Purchase License Plate Recognition Cameras for LPR's at the Bath & Tennis Drive at Oak Brook Road and Polo Drive at Oak Brook Road, pending final attorney review and Village Manager signature.

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 has installed these systems at the Butler Government Center and the Oak Brook Golf Course. Adding LPR's at the entrances to the Library and Oak Brook Manor offers a layer of protection for all Village-owned entities.

Bath & Tennis Drive at Oak Brook Road \$13,574.22 / \$579.00 recurring yearly expenses
Polo Drive at Oak Brook Road \$11,837.55 / \$579.00 recurring yearly expenses

Initial installation and licensing costs total \$25,411.77 with recurring yearly expenses totaling \$1,158.00 for both locations.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2217, A Resolution Approving and Authorizing the Execution of an Agreement to Purchase License Plate Recognition Cameras for LPR's at the Bath & Tennis Drive at Oak Brook Road and Polo Drive at Oak Brook Road, pending final attorney review and Village Manager signature.

Attachments:

1. R-2217
2. LPRInstallB&TDrPoloDrandOakBrookRd2
3. Oak Brook Manor Minuteman_Security_Technologies.031847.v1.9
4. Public Library Minuteman_Security_Technologies.031845.v1.7

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2024-PD-AG-LPR-PG-LIB-R-2217

A RESOLUTION
APPROVING AND AUTHORIZING
THE PURCHASE OF TWO LICENSE PLATE RECOGNITION
CAMERAS AND TWO OVERWATCH CAMERAS FOR VILLAGE
PROPERTY 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 25th day of June 2024

RESOLUTION NO. 2024-PD-AG-LPR-PG-LIB-R-2217

A RESOLUTION
APPROVING AND AUTHORIZING
THE PURCHASE OF TWO LICENSE PLATE RECOGNITION CAMERAS AND TWO
OVERWATCH CAMERAS FOR VILLAGE PROPERTY 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 Village-owned properties, generally known as Oak Brook Manor and Oak Brook Public Library (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 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 25th day of June 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 25th day of June 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Agreement]



REVIEW OF CONTRACTS

Awarding Agency:

VOB

Department:

Police

Awarded Contract Price:

\$30,043.77

Type of Contract:

Prof. Svcs.

Program/Account Number:

153-90100

Budgeted Amount:

\$80,000.00

CONTRACT AMOUNT

- ☐ Up To \$20,000
☒ \$20,000 - \$500,000

- ☐ \$500,001 - \$1,000,000
☐ Over \$1,000,000

NOTES

Installation of License Plate Recognition Cameras
at Both Tennis Dr. and Oak Brook Rd, and
Polo Drive and Oak Brook Rd.

DEPARTMENT DIRECTOR SIGNATURE

Name:

[Signature]

Date:

6/17/24

INITIAL REVIEWING ATTORNEY SIGNATURE

Name:

[Signature]

Date:

6/19/24

APPROVED BY VILLAGE MANAGER

Name:

Date:

FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name:

[Signature]

Date:

6/19/24

- ☐ 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 BATH & TENNIS DRIVE AND OAK BROOK ROAD AND POLO DRIVE AND OAK BROOK ROAD

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 Bath & Tennis Drive & Oak Brook Road, and Polo Drive & Oak Brook Road, 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 #031847 v3 dated June 17, 2024, and #031845 v1 dated May 22, 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 **\$30,043.77:**

Location	Year 1 Cost (2024)	Years 2-5 Recurring Costs
Bath & Tennis Drive & 31 st Street	\$13,574.22	\$579.00/year
Polo Drive & 31 st Street	\$11,837.55	\$579.00/year
2024 Cost:	\$25,411.77	\$4,632.00
5-Year Cost	\$30,043.77	

TOTAL 5-YEAR CONTRACT PRICE
(in writing):

Thirty Thousand Forty-Three Dollars and Seventy-Seven 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 **September 30, 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 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 # 031847 v3 DATED JUNE 17, 2024 AND #031845 v1 DATED MAY 22, 2024)



We have prepared a quote for you

Oak Brook Bath & Tennis Club - LPR/Overview at Entrance

Quote # 031847
Version 3

Prepared for:

Oak Brook Police Department

Brian Strockis
bstrockis@oak-brook.org

Scope of Work

Scope:

The Oak Brook Bath & Tennis Club is interested in having LPR/Overview cameras installed at the entrance into the Bath & Tennis Club off 31st St. (1) new 12ft above ground pole will be installed in the center median that our camera equipment will be installed on. 24/7 power will be pulled from the lighting in this median to power our equipment. (1) LPR camera will capture license plates at the enter and (1) Overview camera will be positioned to face 31st St.

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.

Customer Supplied Connections:

- A high-speed internet connection with a static IP address must be provided by the customer at the head-end location for remote access.
- A network connection must be provided at each specified location. An IP address may also be required.

Existing Devices:

- This proposal assumes that any & all existing conduit, wire, devices & hardware to be used are in satisfactory condition and meet minimum requirements.
- Replacement, repairs and or changes to equipment will require change order authorization by both the customer & Minuteman Security Technologies, Inc.

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
Peplink PrimeCare - 1-Year	\$79.00	\$79.00	1	\$79.00	\$79.00

Recurring Subtotal: **\$579.00**

Subtotal: **\$579.00**

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			
(1) QS10F6RTDB - 10 Foot Above Grade Round Direct Burial Fiberglass Light Pole	\$1,736.67	1	\$1,736.67
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
Q-Series SMP AI IR Mini Vandal Dome Camera 3.0mm Fixed Lens,	\$411.75	1	\$411.75
Cap Adapter for QNV-C9011R/C8011R/C8012	\$36.75	1	\$36.75
Wall Mount Accessory (white), Compatible with white hanging	\$59.25	1	\$59.25
Pole Mount Adapter Accessory, use with SBP-300WMW1, White co	\$59.25	1	\$59.25
BACK BOX FOR DOME CAMERAS	\$36.75	1	\$36.75
AXIS Surveillance Card 256 GB is a high endurance	\$169.12	1	\$169.12
Online Power Module, 2 LPR w/R240 Uplink	\$3,168.52	1	\$3,168.52
Peplink MAX BR1 Mini - LTE - US	\$466.67	1	\$466.67
DIN Rail Bracket for BR1-MINI	\$40.00	1	\$40.00

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



Materials

Description	Price	Qty	Ext. Price
Multi-Band Diversity/Mimo Antenna, Lte, Wifi & G	\$316.67	1	\$316.67
per Day Charge for Aerial Boom Lift Bucket Truck	\$300.00	1	\$300.00
Subtotal:			\$8,728.55

Labor

Description	Price	Qty	Ext. Price
Installation Services	\$2,100.00	1	\$2,100.00
Programming Services	\$700.00	1	\$700.00
Electrical disconnect wired into existing power w/permit	\$1,466.67	1	\$1,466.67
Subtotal:			\$4,266.67

Oak Brook Bath & Tennis Club - LPR/Overview at Entrance



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 #: 031847

Version: 3

Delivery Date: 06/17/2024

Expiration Date: 07/31/2024

Quote Summary

Description	Amount
Recurring Services	\$579.00
Materials	\$8,728.55
Labor	\$4,266.67
Total:	\$13,574.22

Recurring Expenses Summary

Description	Amount
Recurring Services	\$579.00
Recurring Total:	\$579.00

Payment Terms: Net 30 Days

Illinois

Signature: Shawn O'Connell

Name: Shawn O'Connell

Title: Executive Account Manager

Date: 06/17/2024

Oak Brook Police Department

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.



We have prepared a quote for you

Oak Brook Public Library - LPR/Overview Cameras at Entrance

Quote # 031845
Version 1

Prepared for:

Oak Brook Police Department

Brian Strockis
bstrockis@oak-brook.org

Scope of Work

Scope:

The Village of Oak Brook Public Library is interested in have an LPR/Overview camera solution installed at the entrance into the library from 31st St. There is an existing light pole on NE side of this entrance that will be utilized to power and mount our equipment on. The LPR camera will capture vehicle license plates as they enter the property while the overview camera will be faced toward 31st St.

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.

Customer Supplied Connections:

- A high-speed internet connection with a static IP address must be provided by the customer at the head-end location for remote access.
- A network connection must be provided at each specified location. An IP address may also be required.

Existing Devices:

- This proposal assumes that any & all existing conduit, wire, devices & hardware to be used are in satisfactory condition and meet minimum requirements.
- Replacement, repairs and or changes to equipment will require change order authorization by both the customer & Minuteman Security Technologies, Inc.

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
Peplink PrimeCare - 1-Year	\$79.00	\$79.00	1	\$79.00	\$79.00

Recurring Subtotal: **\$579.00**

Subtotal: **\$579.00**

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
Q-Series SMP AI IR Mini Vandal Dome Camera 3.0mm Fixed Lens,	\$411.75	1	\$411.75
Cap Adapter for QNV-C9011R/C8011R/C8012	\$36.75	1	\$36.75
Wall Mount Accessory (white), Compatible with white hanging	\$59.25	1	\$59.25
Pole Mount Adapter Accessory, use with SBP-300WMW1, White co	\$59.25	1	\$59.25
BACK BOX FOR DOME CAMERAS	\$36.75	1	\$36.75
AXIS Surveillance Card 256 GB is a high endurance	\$169.12	1	\$169.12
Online Power Module, 2 LPR w/R240 Uplink	\$3,168.52	1	\$3,168.52
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

Materials

Description	Price	Qty	Ext. Price
per Day Charge for Aerial Boom Lift Bucket Truck	\$300.00	1	\$300.00

Subtotal: \$6,991.88

Labor

Description	Price	Qty	Ext. Price
Installation Services	\$2,100.00	1	\$2,100.00
Programming Services	\$700.00	1	\$700.00
Project Management Services	\$0.00	1	\$0.00
Electrical disconnect wired into existing power w/permit	\$1,466.67	1	\$1,466.67

Subtotal: \$4,266.67

Oak Brook Public Library - LPR/Overview Cameras at Entrance



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 #: 031845

Version: 1
Delivery Date: 05/22/2024
Expiration Date: 07/31/2024

Quote Summary

Description	Amount
Recurring Services	\$579.00
Materials	\$6,991.88
Labor	\$4,266.67
Total: \$11,837.55	

Recurring Expenses Summary

Description	Amount	
Recurring Services	\$579.00	
Recurring Total:		\$579.00

Payment Terms: Net 30 Days

Illinois

Oak Brook Police Department

Signature:

Shawn O'Connell

Name:

Shawn O'Connell

Title:

Executive Account Manager

Date:

05/22/2024

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.

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.



We have prepared a quote for you

Oak Brook Bath & Tennis Club - LPR/Overview at Entrance

Quote # 031847
Version 1

Prepared for:

Oak Brook Police Department

Brian Strockis
bstrockis@oak-brook.org

Scope of Work

Scope:

The Oak Brook Bath & Tennis Club is interested in having LPR/Overview cameras installed at the entrance into the Bath & Tennis Club off 31st St. (1) new 12ft above ground pole will be installed in the center median that our camera equipment will be installed on. 24/7 power will be pulled from the lighting in this median to power our equipment. (1) LPR camera will capture license plates at the enter and (1) Overview camera will be positioned to face 31st St.

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.

Customer Supplied Connections:

- A high-speed internet connection with a static IP address must be provided by the customer at the head-end location for remote access.
- A network connection must be provided at each specified location. An IP address may also be required.

Existing Devices:

- This proposal assumes that any & all existing conduit, wire, devices & hardware to be used are in satisfactory condition and meet minimum requirements.
- Replacement, repairs and or changes to equipment will require change order authorization by both the customer & Minuteman Security Technologies, Inc.

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
Peplink PrimeCare - 1-Year	\$79.00	\$79.00	1	\$79.00	\$79.00

Recurring Subtotal: **\$579.00**

Subtotal: **\$579.00**

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
Q-Series 5MP AI IR Mini Vandal Dome Camera 3.0mm Fixed Lens,	\$411.75	1	\$411.75
Cap Adapter for QNV-C9011R/C8011R/C8012	\$36.75	1	\$36.75
Wall Mount Accessory (white), Compatible with white hanging	\$59.25	1	\$59.25
Pole Mount Adapter Accessory, use with SBP-300WMW1, White co	\$59.25	1	\$59.25
BACK BOX FOR DOME CAMERAS	\$36.75	1	\$36.75
AXIS Surveillance Card 256 GB is a high endurance	\$169.12	1	\$169.12
Online Power Module, 2 LPR w/R240 Uplink	\$3,168.52	1	\$3,168.52
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
per Day Charge for Aerial Boom Lift Bucket Truck	\$300.00	1	\$300.00

Subtotal: \$8,728.55

Labor

Description	Price	Qty	Ext. Price
Installation Services	\$2,100.00	1	\$2,100.00
Programming Services	\$700.00	1	\$700.00



Labor

Description	Price	Qty	Ext. Price
Electrical disconnect wired into existing power w/permit	\$1,466.67	1	\$1,466.67
Subtotal:			\$4,266.67

Oak Brook Bath & Tennis Club - LPR/Overview at Entrance



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 #: 031847

Version: 1
Delivery Date: 05/22/2024
Expiration Date: 07/31/2024

Quote Summary

Description	Amount	
Recurring Services	\$579.00	
Materials	\$8,728.55	
Labor	\$4,266.67	
Total:		\$13,574.22

Recurring Expenses Summary

Description	Amount	
Recurring Services	\$579.00	
Recurring Total:		\$579.00

Payment Terms: Net 30 Days

Illinois

Oak Brook Police Department

Signature:

Shawn O'Connell

Name:

Shawn O'Connell

Title:

Executive Account Manager

Date:

05/22/2024

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.



We have prepared a quote for you

Oak Brook Public Library - LPR/Overview Cameras at Entrance

Quote # 031845
Version 1

Prepared for:

Oak Brook Police Department

Brian Strockis
bstrockis@oak-brook.org

Scope of Work

Scope:

The Village of Oak Brook Public Library is interested in have an LPR/Overview camera solution installed at the entrance into the library from 31st St. There is an existing light pole on NE side of this entrance that will be utilized to power and mount our equipment on. The LPR camera will capture vehicle license plates as they enter the property while the overview camera will be faced toward 31st St.

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.

Customer Supplied Connections:

- A high-speed internet connection with a static IP address must be provided by the customer at the head-end location for remote access.
- A network connection must be provided at each specified location. An IP address may also be required.

Existing Devices:

- This proposal assumes that any & all existing conduit, wire, devices & hardware to be used are in satisfactory condition and meet minimum requirements.
- Replacement, repairs and or changes to equipment will require change order authorization by both the customer & Minuteman Security Technologies, Inc.

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
Peplink PrimeCare - 1-Year	\$79.00	\$79.00	1	\$79.00	\$79.00

Recurring Subtotal: **\$579.00**

Subtotal: **\$579.00**

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
Q-Series 5MP AI IR Mini Vandal Dome Camera 3.0mm Fixed Lens,	\$411.75	1	\$411.75
Cap Adapter for QNV-C9011R/C8011R/C8012	\$36.75	1	\$36.75
Wall Mount Accessory (white), Compatible with white hanging	\$59.25	1	\$59.25
Pole Mount Adapter Accessory, use with SBP-300WMW1, White co	\$59.25	1	\$59.25
BACK BOX FOR DOME CAMERAS	\$36.75	1	\$36.75
AXIS Surveillance Card 256 GB is a high endurance	\$169.12	1	\$169.12
Online Power Module, 2 LPR w/R240 Uplink	\$3,168.52	1	\$3,168.52
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

Materials

Description	Price	Qty	Ext. Price
per Day Charge for Aerial Boom Lift Bucket Truck	\$300.00	1	\$300.00

Subtotal: **\$6,991.88**

Labor

Description	Price	Qty	Ext. Price
Installation Services	\$2,100.00	1	\$2,100.00
Programming Services	\$700.00	1	\$700.00
Project Management Services	\$0.00	1	\$0.00
Electrical disconnect wired into existing power w/permit	\$1,466.67	1	\$1,466.67

Subtotal: **\$4,266.67**

Oak Brook Public Library - LPR/Overview Cameras at Entrance



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 #: 031845

Version: 1
Delivery Date: 05/22/2024
Expiration Date: 07/31/2024

Quote Summary

Description	Amount
Recurring Services	\$579.00
Materials	\$6,991.88
Labor	\$4,266.67
Total: \$11,837.55	

Recurring Expenses Summary

Description	Amount	
Recurring Services	\$579.00	
Recurring Total:		\$579.00

Payment Terms: Net 30 Days

Illinois

Oak Brook Police Department

Signature:

Shawn O'Connell

Name:

Shawn O'Connell

Title:

Executive Account Manager

Date:

05/22/2024

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.



ITEM 9.A.9.

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 Special Meeting
of
June 25, 2024

SUBJECT: Award of Contract – Bulk Deicer Salt

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$36,950.00 from Motor Fuel Tax (MFT) Improvements, Chemicals Account (431-61800).

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2219, a resolution waiving further bidding on the grounds that DuPage County has previously conducted the bid process, and authorizing staff to issue a purchase order to Morton Salt, Inc., Chicago, IL, in the amount of \$36,950.00 for 500 tons of deicer salt at \$73.90 per ton.

Background/History:

The Village has purchased bulk deicer salt through the DuPage County contract for many years. The last few years, we have split our purchase quantities between DuPage County and the State of Illinois' competitive bidding processes. This split purchase gives us the opportunity to receive salt from two suppliers to provide the Village with a safe redundancy option while also allowing us to receive salt at the best price point. This upcoming season we are requesting 500 tons from DuPage County, for which we are now requesting approval.

This year, DuPage County advertised their salt bid through the IDOT Local Roads Bulletin. The first step in the bidding process is verifying each agency's contact information, shipping/billing locations, and required salt quantities to finalize the specifications. Once the specifications have been finalized, DuPage County sends a copy of the bid posting to the participating communities and lets everyone know the expected timeline. After the award, each community has the opportunity to determine whether to obtain Board approval to issue a purchase order independently to Morton Salt, the lowest responsive bidder who submitted the lowest responsible bid (see attached bid tabulation).

Recommendation:

Staff recommends that the Village Board approve Resolution R-2219 waiving further bidding since DuPage County has already conducted the bid process and authorized staff to issue a

purchase order to Morton Salt, Inc., Chicago, IL, in the amount of \$36,950.00 for 500 tons of deicer salt at \$73.90 per ton.

Attachments:

1. 2024-PW-SALT-PG-R-2219 (004)
2. Morton Salt - proposal
3. 24-0SALT-01-MS Bid Tabulation

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER RESOLUTION 2024-PW-SALT-PG-R-2219

A RESOLUTION
TO WAIVE FURTHER BIDDING AND AUTHORIZE STAFF TO
ISSUE A PURCHASE ORDER TO MORTON SALT, INC.,
CHICAGO, ILLINOIS, FOR THE BULK PURCHASE OF DEICER
SALT

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 25th day of June 2024

RESOLUTION NO. RESOLUTION 2024-PW-SALT-PG-R-2219

A RESOLUTION
TO WAIVE FURTHER BIDDING AND AUTHORIZE STAFF TO ISSUE A PURCHASE ORDER
TO MORTON SALT, INC., CHICAGO, ILLINOIS, FOR THE BULK PURCHASE OF DEICER
SALT

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 Purchase Order with another party pursuant to Illinois Statute;

WHEREAS, pursuant to Section 1-7-10 of the Village Code, the Village shall have the authority to join with other units of government in cooperative bid purchasing plans when the best interests of the Village will be served by engaging in such cooperative bid purchasing plans.

WHEREAS, DuPage County has solicited bids for the supply of deicer salt to be used on roadways, sidewalks and other public ways for the 2024-2025 winter season.

WHEREAS, DuPage County awarded its deicer salt supply contract to the lowest bidder Morton Salt, Inc., ("Morton Salt") located out of Chicago, Illinois.

WHEREAS, pursuant to the awarded contract, Morton Salt has agreed to provide 500 tons of deicer salt to the Village at the cost of \$73.90 per ton;

WHEREAS, to the extent the Village were to engage in a competitive bid process to secure pricing for deicer salt, the Village would be unable to secure pricing at or lower than the prices secured by DuPage County; and

WHEREAS, the Village President and the Board of Trustees have determined that it is in the best interest of the Village to participate in the cooperative purchasing of deicer salt offered by DuPage County and hereby approve the bulk purchase of deicer salt from Morton Salt at the prices provided herein and pursuant to the Purchase Order, attached hereto and incorporated herein as Exhibit A.

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 of Purchase Order

The President and Board of Trustees hereby approve the Purchase Order to Morton Salt in substantially the same form attached as Exhibit A.

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute the Purchase Order, substantially in the form of such attached hereto as Exhibit A.

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 the Purchase Order 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 Purchase Order and of this Resolution.

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 25th day of June 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 25th day of June 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Purchase Order]



Proposal Submitted By:

Contractor's Name

Morton Salt, Inc.

Contractor's Address

444 West Lake Street, Suite 2900

City

Chicago

State

IL

Zip Code

60606

STATE OF ILLINOIS

Local Public Agency

County of DuPage

County

DuPage

Section Number

24-0SALT-01-MS

Street Name/Road Name

2024 Salt Purchase

Type of Funds

MFT and other funds

☒ Material proposal ☐ Deliver and Install Proposal ☐ Plans

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

William C. Edison 4/18/2024

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature & Date

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

Local Public Agency	County	Section Number
County of DuPage	DuPage	24-0SALT-01-MS

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of the DuPage County Division of Transportation
421 N. County Farm Road, 2nd Floor, Wheaton, IL 60187 Name of Office
until 2:00 PM on 05/14/24
Address Time Date

1. Plans and proposal forms will be available in the office of

online at
https://www.dupagecounty.gov/government/departments/transportation/doing_business/bids_and_lettings.php

2. ☐ Prequalification

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

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Material/Deliver and Install Proposals.
4. A proposal guaranty in the proper amount, as specified in the BLRS Special Provision for Bidding Requirements and Conditions for Material/Deliver and Install Proposals, will be required. See the attached Special Provisions for specific instructions for proposal guaranty for this proposal packet.
5. The successful bidder at the time of execution of the contract will be required to deposit a contract bond or proposal guaranty as provided for in the special provisions. Failure on the part of the contractor to deliver the material within the time specified or to do the work specified herein will be considered just cause to forfeit his surety as provided in Article 108.10 of the Standard Specifications.
6. Proposals shall be submitted on forms furnished by the Awarding Authority and shall be enclosed in an envelope endorsed "Material Proposal, Section 24-0SALT-01-MS".

By Order of

Awarding Authority

County of DuPage

County Engineer/Superintendent of Highways/

Municipal Clerk

William C. Eidson

Date

04/05/24

Material Proposal or Deliver & Install Proposal

To

Awarding Authority

County of DuPage

Awarding Authority Address

421 N. County Farm Road

City

Wheaton

State

IL

Zip Code

60187

If this bid is accepted within 45 days from the date of opening, the undersigned agrees to furnish or to deliver & install any or all of the materials, at the quoted unit prices, subject to the following:

1. It is understood and agreed that the "Standard Specifications for Road and Bridge Construction", adopted 01/01/22 and the "Supplemental Specifications and Recurring Special Provisions", adopted 01/01/24, prepared by the Department of Transportation, shall govern insofar as they may be applied and insofar as they do not conflict with the special provision and supplemental specifications attached hereto.
2. It is understood that quantities listed are approximate only and that they may be increased or decrease as may be needed to properly complete the improvement within its present limits or extensions thereto, at the unit prices stated and that bids will be compared on the basis of total price bid for each group.
3. Delivery in total or partial shipments as ordered shall be made within the time specified in the special provisions or by the acceptance at the point and in the manner specified in the "Schedule of Prices". If delivery on the job site is specified, it shall mean any place or paces on the road designed by the awarding authority or its authorized representative.
4. The contractor and/or local public agency performing the actual material placement operations shall be responsible for providing work zone traffic control, unless otherwise specified in this proposal. Such devices shall meet the requirements of and be installed in accordance with applicable provisions of the "Illinois Manual on Uniform Traffic Control Devices" and any referenced Illinois Highway Standards.

Local Public Agency	County	Section Number
County of DuPage	DuPage	24-0SALT-01-MS

5. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. The proposal guaranty as specified in the special provisions is attached.

If a bid bond is allowed or required, Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: County Treasurer of DuPage

The amount of the check is _____ (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number _____).

Discounts will be allowed for payment as follows: _____ calendar days _____ calendar days

Discounts will not be considered in determining the low bidder

Bidder

By

Title

Address

City

State

Zip Code



Local Public Agency	County	Section Number
County of DuPage	DuPage	24-0SALT-01-MS

WE, Morton Salt, Inc. of 444 W. Lake Street, Suite 2900, Chicago, IL 60606 as PRINCIPAL, and
Liberty Mutual Insurance Company of 175 Berkeley Street, Boston, MA 02116 as SURETY, are held jointly,
severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid
price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this
instrument.

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their
respective officers this 7th of May, 2024
Day Month and Year

Principal

Company Name

Morton Salt, Inc.

Signature & Date

By:

Anthony T. Patton
Anthony T. Patton 5-9-2024

Title

Director Bulk Deicing US Government Sales

Company Name

Signature & Date

By:

Title

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

Surety

Name of Surety

Liberty Mutual Insurance Company

See Attached Surety Acknowledgment

Signature of Attorney-in-Fact Signature & Date

By:

Tamara Bowser

Tamara Bowser, Attorney-in-Fact

May 7, 2024

STATE OF IL

COUNTY OF

I Mariola Cruz, a Notary Public in and for said county do hereby certify that

Anthony T. Patton

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

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

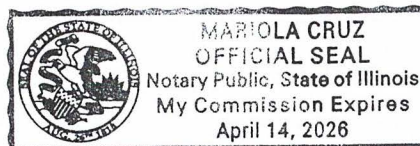
Given under my hand and notarial seal this 9th day of May 2024
Day Month and Year

Notary Public Signature & Date

(SEAL, if required by the LPA)

Mariola Cruz

Date commission expires 4-14-2026



Local Public Agency

County

Section Number

County of DuPage

DuPage

24-0SALT-01-MS

ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)**

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

Electronic Bid Bond ID Code

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Company/Bidder Name

--

Signature & Date

--

Title

--

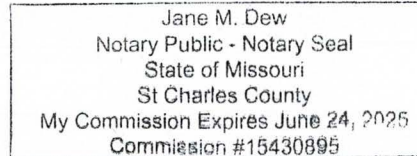
STATE OF MISSOURI

COUNTY OF St. Charles

On this 7th day of May, 2024 before me, Jane M. Dew a Notary Public, residing within and for said County and State, personally appeared Tamara Bowser to me personally known to be the Attorney-In-Fact of and for Liberty Mutual Insurance Company and acknowledged that he/she executed the said instrument as the free act and deed of said Company.

In witness hereof, I have hereunto set my hand and affixed my official seal.

BY: 
Jane M. Dew, Notary Public





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8211563- 905051**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Roxanne Avila, Lauren Blair, Tamara Bowser, Jane M. Dew, Anne M. Gileedt, Stephanie L. Klearman, DeAnna M. Maurer, Kevin E. McDaniel, Meredith McMillen, Nancy Singleton

all of the city of St. Louis state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of March, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 29th day of March, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of May, 2024.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



Material Proposal Schedule of Prices

Local Public Agency	County	Section Number
DuPage County Division of Transportation	DuPage	24-0SALT-01-MS

Material Proposal Schedule of Prices

Group No.	Item(s)	Delivery	Unit	Quantity	Unit Price	Total
1	ROCK SALT	FOB	TON	15000	\$73.90	\$1,108,500.00
1	ROCK SALT (130% to 150%)	FOB	TON		\$93.90	
Bidder's Total Proposal for Group 1						\$1,108,500.00

2	ROCK SALT	FOB	TON	47970	\$73.90	\$3,544,983.00
2	ROCK SALT, EARLY DELIVERY	FOB	TON	3800	\$73.90	\$ 280,820.00
2	ROCK SALT (130% to 150%)	FOB	TON		\$93.90	
Bidder's Total Proposal for Group 2						\$3,825,803.00

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid rotating.

Bidder Signature and Date

Anthony T. Patton, Director Bulk Deicing US Government Sales

Address	City	State	Zip Code
444 West Lake Street, Suite 2900	Chicago	IL	60606



Apprenticeship and Training Program Certification

RETURN WITH BID

Local Public Agency	County	Street Name/Road Name	Section Number
County of DuPage	DuPage		24-0SALT-01-MS

All contractors are required to complete the following certification

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

--

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

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work.

--

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

--

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

Bidder	Signature	Date	
Morton Salt, Inc.	Not required per addendum		
Title			
Director Bulk Deicing US Government Sales			
Address	City	State	Zip Code
444 West Lake Street, Suite 2900	Chicago	IL	60606



Local Public Agency	County	Street Name/Road Name	Section Number
County of DuPage	DuPage		24-0SALT-01-MS

I, Anthony T. Patton of Chicago, Illinois,
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

1. That I am the Director Bulk Deicing
US Government Sales of Morton Salt, Inc.
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, Morton Salt, Inc., will maintain a business office in the
Bidder
 State of Illinois, which will be located in Cook County, Illinois.
County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature	Date
Not required per addendum	

Print Name of Affiant
Anthony T. Patton, Director Bulk Deicing US Government Sales

Notary Public

State of IL

County Cook

Signed (or subscribed or attested) before me on _____ by
(date)

Anthony T. Patton, authorized agent(s) of
(name/s of person/s)

Morton Salt, Inc.
Bidder

(SEAL)

Signature of Notary Public

My commission expires _____



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 5-9-2024

Bid/Contract/PO #: 24-0SALT-01-MS

Company Name: <u>Morton Salt, Inc.</u>	Company Contact: <u>Anthony T. Patton</u>
Contact Phone: <u>855-665-4540</u>	Contact Email: <u>bids@morton.salt.com</u>

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

- Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

- All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☐ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature: 

Printed Name: Anthony T. Patton

Title: Director, Bulk Operations, US Government Sales

Date: 5-9-2024

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)

REFERENCES

All bidders must provide three (3) projects of a similar nature as being performed in the immediate past five (5) years with the name, address and telephone number of the contact person having knowledge of the project or three (3) references (name, address, and telephone number) with knowledge of the integrity and business practices of the contractor.

PROJECT	Not required per addendum
FIRM	
ADDRESS	
CONTACT	
TELEPHONE	

PROJECT	
FIRM	
ADDRESS	
CONTACT	
TELEPHONE	

PROJECT	
FIRM	
ADDRESS	
CONTACT	
TELEPHONE	

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above. Morton Salt, Inc.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 444 West Lake Street, Suite 2900	Requester's name and address (optional)
6 City, state, and ZIP code Chicago, IL 60606		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
2	7	-	3	1	4	6	1	7	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *Anthony T. Patton*

Date **5/9/2024**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

DuPage County Division of TransportationProject: **Bulk Rock Salt** Sec. No: **24-0SALT-01-MS**Date of Letting: **May 14, 2024 2:00 P.M.**

Item No.	Items	Unit	Quantity	Engineer's Estimate		Morton Salt, Inc. Address City, State Zip		Compass Minerals Address City, State Zip	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
	GROUP 1								
	ROCK SALT	TON	15000	\$80.00	1,200,000.00	\$73.90	1,108,500.00	\$74.28	1,114,200.00
	ROCK SALT (130% to 150%)	TON		\$80.00		\$93.90		\$79.28	
Bidder's Total Proposal for Group 1				\$1,200,000.00		\$1,108,500.00		\$1,114,200.00	

	GROUP 2								
	ROCK SALT	TON	47970			\$73.90	3,544,983.00	\$74.28	3,563,211.60
	ROCK SALT, EARLY DELIVERY	TON	3800			\$73.90	280,820.00	\$74.28	282,264.00
	ROCK SALT (130% to 150%)	TON				\$93.90		\$79.28	
Bidder's Total Proposal for Group 1						\$3,825,803.00		\$3,845,475.60	



OAK BROOK
Illinois

ITEM 9.A.10.

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 Special Meeting
of
June 25, 2024

SUBJECT: Award of Contract – Professional Services for Hot-Mix Asphalt Material Purchase.

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$36,500 is budgeted in this year's FY2024 budget, \$5000.00 from 351-62210 (Water), \$3500.00 from 364-62200 (drainage), \$17,500 from 366-62200 (pathway), \$8000.00 from 330-62210 (Streets) and \$2500.00 from 834-72000 (Golf maintenance).

RECOMMENDED MOTION: I move that the Village Board approve resolution R-2220 and award a contract to Plote Construction Inc., Hoffman Estates, Illinois, the lowest responsive bidder who submitted the lowest responsible bid, for the Hot-Mix Asphalt Material Purchase in the amount of \$43,930.00.

Background/History:

This request is to purchase binder course asphalt, surface course asphalt, and tack coat. For this project, staff posted an Invitation To bid (ITB) on the Village website as well as sent the ITB to 4 vendors on Wednesday, May 29th. On Wednesday, June 12th we received and opened 3 bids. Plote Construction Inc. of Hoffman Estates, Illinois, was the lowest responsive bidder. See attached bid tab. With these products, the Public Works department is planning to continue path repairs along Kingston Dr and other locations throughout the Village. Public Works is also collaborating with the Golf Maintenance staff to improve the Golf course cart paths at multiple locations throughout the course. This material is also used to do roadway restorations for water main breaks, storm sewer repairs, as well as miscellaneous pothole repairs. The funds for this material are provided from various programs in the Village.

Recommendation:

Staff recommends that the Village Board approve resolution R-2220 and award a contract to Plote Construction Inc., Hoffman Estates, Illinois, the lowest responsive bidder who submitted the lowest responsible bid, for the Hot-Mix Asphalt Material Purchase in the amount of \$43,930.00.

Attachments:

1. 2024-PW-CNTRCT-PG-R-2220
2. Hot Mix Asphalt Material Purchase2
3. Hot-Mix Asphalt Material Bid Tab RS

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2024-PW-CNTRCT-PG-R-2220

A RESOLUTION
AUTHORIZING THE AWARD OF CONTRACT TO THE LOWEST
RESPONSIBLE BIDDER FOR THE HOT-MIX ASPHALT
MATERIAL PURCHASE, PLOTE CONSTRUCTION INC.

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 25th day of June 2024

RESOLUTION NO. 2024-PW-CNTRCT-PG-R-2220

A RESOLUTION
AUTHORIZING THE AWARD OF CONTRACT TO THE LOWEST RESPONSIBLE BIDDER
FOR THE HOT-MIX ASPHALT MATERIAL PURCHASE, PLOTE CONSTRUCTION INC.

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 Public Works Department is planning to pave the multiuse path along Oak Brook Rd from Polo to Bath and Tennis Dr. The Department is also planning to continue path repairs along Kingston Dr and other locations throughout the Village (the "Project") and requires purchasing binder course asphalt, surface course asphalt, and tack coat;

WHEREAS, a solicitation for bids for the materials needed for the Project was posted on the Village website, published in the newspaper, and provided to 4 vendors on Wednesday May 29th, 2024;

WHEREAS, of the 3 sealed bids that were received and publicly opened on Wednesday June 12th, 2024, Staff recommends the Corporate Authorities to award the contract for the Project to Plote Construction Inc., the lowest responsible bidder, who submitted a bid in the amount of \$43,930.00, subject to the terms and conditions of the Agreement, 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 – Award of Contract

The Corporate Authorities hereby awards the contract for the Project to Plote Construction Inc., the lowest responsible bidder, who submitted a bid in the amount of \$43,930.00, subject to the terms and conditions of the Agreement, attached hereto and incorporated herein 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 25th day of June 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 25th day of June 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Agreement



REVIEW OF CONTRACTS

Awarding Agency:

VOB

Department:

PW

Awarded Contract Price:

\$43,930.00

Type of Contract:

Commodities

Program/Account Number:

Various PW Accounts

Budgeted Amount:

\$43,930.00

CONTRACT AMOUNT

- ☐ Under \$20,000
☒ \$20,000 - \$500,000

- ☐ \$500,001 - \$1,000,000
☐ Over \$1,000,000

NOTES

Hot-Mix Asphalt Material Purchase

DEPARTMENT DIRECTOR SIGNATURE

Name:

Trinity O'Malley

Date:

6/13/24

INITIAL REVIEWING ATTORNEY SIGNATURE

Name:

Tom Kotz

Date:

6/19/24

APPROVED BY VILLAGE MANAGER

Name:

Date:

FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name:

Tom Kotz

Date:

6/19/24

- ☐ 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 Hot-Mix Asphalt Material Purchase Bid Package May 2024

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Section A Notice to Bidders

Posted on the Village of Oak Brook website, Wednesday, May 29, 2024

The Village of Oak Brook will receive bids for:

Hot-Mix Asphalt Material Purchase

All bidders must show prequalification with IDOT Category 03"HMA Plant Mix".

Sealed bids will be received by Rania Serences, Purchasing & Budgeting Coordinator, Village of Oak Brook, 1200 Oak Brook Road, Oak Brook, IL 60523 until **11:00 A.M., Wednesday, June 12, 2024**, prevailing time, and publicly opened in the Samuel E. Dean Board Room at that time.

A complete bid package, of which this legal notice is a part, is on file for inspection and may be downloaded from the Village's website www.oak-brook.org or picked up at the Butler Government Center, 1200 Oak Brook Road, Oak Brook, Illinois 60523, between the hours of 8 A.M. and 4:30 P.M. Monday through Friday. There is no charge for the package.

No bid shall be withdrawn after opening of bids without the consent of the Village of Oak Brook for a period of ninety (90) days after the scheduled time of opening bids.

The Village of Oak Brook reserves the right to reject any or all bids, to waive any informalities in bidding, and to accept the bid deemed most advantageous to it.

The Village shall not be committed to any minimum dollar purchase, and reserves the right to either increase or decrease the actual quantities ordered, at our sole option. Items will be ordered and delivered as needed throughout the year, in quantities determined by the Village.

The Village also reserves the right to split the award based on categories or individual items contained in the bid.

Netasha Scarpiniti
Village Clerk

Section B Bid

1. COST OF WORK:

The undersigned, acting for and on behalf of contractor and having familiarized himself with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the entire bid package, hereby affirms and agrees to enter into a contract with the Village of Oak Brook, Oak Brook, IL.

To provide all supervision, labor, material, equipment and all other expense items to completely perform the work covered by the specifications in this Bid Package, including completely assembling all items in an operable condition and delivering said items to the Village of Oak Brook.

The Village reserves the right to split the award, based on categories, individual items, or other combination of bids submitted. Bidders should submit alternate pricing, if appropriate, to reflect the award of an entire category or combination of items to one Bidder. Bidders do not need to submit pricing for all items or categories.

The Village shall not be committed to any minimum dollar purchase, and reserves the right to either increase or decrease the actual quantities ordered, at our sole option. Items will be ordered and delivered as needed throughout the year, in quantities determined by the Village.

This contract will operate as a REQUIREMENTS CONTRACT and all prices will remain firm for all of 2024.

The undersigned submits herewith his Unit Price Bids:

MATERIAL	UOM	QUANTITY (Estimated)	UNIT COST	TOTAL COST
Bituminous Materials – Trackless Tack Coat	5 Gallon Pail	5	50 ⁰⁰	250 ⁰⁰
Hot-Mix Asphalt Binder Course, IL - 19.0, N50	Ton	130	61 ⁰⁰	7930 ⁰⁰
Hot-Mix Asphalt Surface Course, Mix "D", N50	Ton	550	65 ⁰⁰	35,750 ⁰⁰
Disposal of Asphalt Spoils by the Village at the Supplier's Designated Location	N/A	N/A	No Cost	No Cost
Grand Total				\$ 43,930⁰⁰

For evaluation/comparison of the bids and determination of the lowest responsible bidder, with the lowest responsive bid, the Village will compute the hauling

differential by multiplying \$1.10 per ton/mile times the distance to be measured from the bidder's batch plant to the Public Works Building, 3003 Jorie Blvd., Oak Brook, Illinois 60523, on a round-trip basis, which said hauling differential will be added to the bid unit price of material.

PLEASE PROVIDE THE ADDRESS OF ASPHALT BATCH PLANT:

10555 Waveland Ave., Franklin Park, IL

2. **COSTS:**

The undersigned contractor hereby affirms and states the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All bids shall be held valid for a period of ninety (90) days after the bid due date.

3. **INSTRUCTIONS TO BIDDERS:**

The undersigned vendor/contractor shall comply with all Sections of this Bid Package which are incorporated herein by reference.

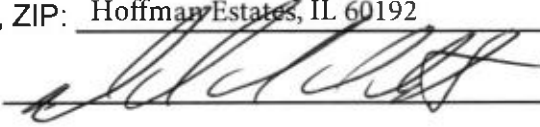
4. **BID GUARANTEE:**

None.

Firm Name: Plote Construction Inc.

Address: 1100 Brandt Drive

City, State, ZIP: Hoffman Estates, IL 60192

Signature: 

Name Printed: Daniel R. Plote

Title: President

Telephone: 847-695-9300 Date: 6/12/24

If a Corporation:

ATTEST:


Asst. Secretary

David A. Miller, VP Estimating & Contracts

Section C Instructions to Bidders

1. **RECEIPT OF BID:** Wednesday, the 12th day, June 2024; 11:00 A.M.
2. **BASIS OF BID:** Sealed bids will be received until the above noted time and date.
3. **BID DESCRIPTION:** Hot-Mix Asphalt Material Purchase.
4. **PREPARATION AND SUBMISSION OF BIDS:**
 - A. The bid must be delivered to the office of the Purchasing Director, Village of Oak Brook, 1200 Oak Brook Road, Oak Brook, IL 60523 on or before **Wednesday, 11:00 A.M., prevailing time, June 12, 2024**, at which time it will be publicly opened and read in the S. E. Dean Board Room of the Village Hall. Bids received after this time will not be considered and will be returned unopened.
 - B. Each bid shall be submitted on the exact form furnished. All blank spaces for bid prices, unit costs and alternates must be filled in—in ink—in both words and figures if indicated. In case of any discrepancy in the amount bid, the prices expressed in written words shall govern.
 - C. Each bidder must complete, execute and submit with its bid a certification that contractor is not barred from public contracting due to bid-rigging or bid rotating convictions on the form included with the bidding documents.
 - D. Each bidder must submit a complete bid package, including the following items:
 1. Bid.
 2. References.
 3. Statement of Bidder's Qualifications.
 4. Bid Certification.
 5. Contract (filled out and signed).
 6. Sexual Harassment Certificate (filled out and signed).
 7. Contractor's Certifications (filled out and signed).
 8. Prequalification with IDOT Category 03"HMA Plant Mix"
 - E. The bid shall be submitted in an opaque sealed envelope on or before the time stated and shall bear the name of the individual, firm, or corporation submitting the Bid and the Bid Name "Hot-Mix Asphalt Material Purchase".
 - F. Bidders may attach separate sheets to the bid for the purpose of explanation, exception, alternate bid and to cover unit prices, if needed.
 - G. Bidders may withdraw their bid either personally or by written request at any time before the hour set for the bid opening, and may resubmit it. No bid may be

withdrawn or modified after the bid opening except where the award of contract has been delayed for a period of more than **ninety (90) days**.

- H. In submitting this bid, the bidder further declares that the only person or party interested in the proposal as principals are those named herein; and that the bid is made without collusion with any other person, firm or corporation.
- I. The bidder further declares that he has carefully examined this entire Bid Package, and he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of this work and understands that in making the bid he waives all rights to plead a misunderstanding regarding same.
- J. The bidder further understands and agrees that if his bid is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means to do all of the work and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the owner (Village), in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
- K. The bidder further agrees that if the Village decides to extend or shorten the work, or otherwise alter it by extras or deductions, including elimination of one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased.
- L. The bidder further agrees that the Village representative may at any time during the progress of the work covered by this Contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the bid or contract as a specific item covered by a lump sum price, and which are not included under the bid price for other items in the Contract, shall be performed as extra work.
- M. The bidder shall submit a fully executed Contract, Sexual Harassment Certificate, and Contractor's Certification as a part of his Bid.
- N. By submitting a bid, the bidder understands and agrees that, if his bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.
- O. No bid will be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.
- P. If the bidder is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, he may submit to the Public Works Director a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the

documents will be made only by addendum duly issued by the Village. The Village will not be responsible for any other explanation or interpretation of the Bid Package.

5. **SUBSTITUTIONS:**

- A. Certain materials and equipment are specified by a manufacturer or trade name to establish standards of quality and performance and not for the purpose of limiting competition. Bidders are invited to submit bids not only on named items but also on items which they propose for substitution of named items. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design and suitability for intended use. Where two or more items are specified, the selection among those specified is the bidder's option, or he may submit his bid on all such items.
- B. Bids shall be based on materials included in the specifications. Substitutions for the purpose of evaluating bids will be considered only if proposed substitutions are set forth in the sealed bid and will only be accepted prior to the award of the contract. The offer of substitutions shall be an integral part of the bid, appearing immediately after all requested bids and before the signature of the bidder.
- C. Substitutions of materials other than those specified will not be considered in the base bid price. However, other substitutions may be listed in the specified place in the Bid Form, with the indication of the change in the base bid price for the total cost.
- D. In addition to the requirements heretofore mentioned, in order for substitutions to qualify for consideration, the following shall accompany each bid:
 - 1. Each proposed substitution shall be itemized showing manufacturer name, catalog number, quantity, unit cost and total cost. The bidder shall prepare the necessary forms to list his substitutions in the manner outlined.
 - 2. Each bid offering substitutions shall be accompanied by descriptive literature, catalog data, complete technical specifications and reports of all pertinent tests concerning the bidder's proposed substitutions

6. **CONDITIONS:**

- A. The Village is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This bid cannot include any amounts of money for these taxes.
- B. The Village shall reserve the right to add or to deduct from the base bid and/or alternate bid any item at the prices indicated in the itemization of the bid.
- C. All bids shall be good for ninety (90) days from the date of the bid opening.

7. **BASIS OF AWARD:**

The Village of Oak Brook reserves the right to reject any or all bids and to waive any informality or technical error and to accept any bid deemed most favorable to the interests of the Village of Oak Brook. In addition to price, the Village will consider:

- A. Ability, capacity, and skill to fulfill the contract as specified.
- B. Ability to supply the commodities, provide the services or complete the construction promptly, or within the time specified, without delay or interference.
- C. Character, integrity, reputation, judgment, experience and efficiency.
- D. Quality of performance on previous contracts.
- E. Previous and existing compliance with laws and ordinances relating to the contract.
- F. Sufficiency of financial resources.
- G. Quality, availability and adaptability of the commodities, services or construction, in relation to the Village's requirements.
- H. Ability to provide future maintenance and service under the contract.
- I. Number and scope of conditions attached to the bid/proposal.
- J. Record of payments for taxes, licenses or other monies due the Village.

8. **GUARANTEE:**

Contractor (successful bidder) will guarantee his own work for a period of one (1) year against faulty material and/or workmanship. If any defects(s) appear(s) within the one (1) year guarantee period, the contractor will repair any such defect(s) solely at his cost and at no cost to the Village of Oak Brook. The Contractor will also forward copies of all applicable manufacturer's warranties for all equipment/commodities supplied by the Contractor as a part of the Contract.

9. **WARRANTY:**

The Contractor will also forward copies of all applicable manufacturer's warranties for all equipment/commodities supplied by the Contractor as a part of the Contract.

10. **PAYMENT:**

The Village of Oak Brook authorizes the payment of invoices on the second and fourth Tuesday of the month. For consideration on one of these dates, payment request must be received no later than fourteen (14) days prior to the second or fourth Tuesday of the month.

11. **INDEMNIFICATION:**

The Contractor shall protect, indemnify, save, defend and hold forever harmless the Village and/or its officers, officials, employees, volunteers and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including without limitation court costs, insurance deductibles and attorney's fees and expenses, which the Village and/or its officers, officials, employees, volunteers and agents may incur, suffer or sustain, or for which the Village and/or its officers, officials, employees, volunteers and agents may become obligated by reason for any accident, injury to or death of persons or loss of or damage to property, or civil and/or constitutional infringement of rights (specifically including violations of the Federal Civil Right Statutes), arising indirectly or directly in connection with or under, or as a result of, this or any Agreement by virtue of any act or omission of any of the Contractor's officers, employees, subcontractors, and/or agents, provided that the Contractor shall not be liable for claims, obligations, damages, penalties, causes of action, costs and expenses arising solely by any act or omission of the Village's officers, officials, employees, volunteers and/or agents.

The contractor shall hold the Village harmless for any and all claims for labor, material, apparatus, equipment, fixtures, or machinery furnished to the contractor for the purpose of performing the work under the contract; and the payment of all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time the contract is in force.

12. **INSURANCE:**

Certificates of Insurance shall be presented to the Village within fifteen (15) days after the receipt by the contractor of the Notice of Award and the unexecuted contract, it being understood and agreed that the Village will not approve and execute the contract until acceptable insurance certificates are received and approved by the Village.

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 which may arise from or in connection with the performance of

the work under the contract or permit, either by 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 combined single limit per occurrence for bodily injury, personal injury, and property damage, provided that when the estimated cost of the work in question does not exceed \$5,000, the required limit shall be \$500,000;
- 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. At the option of the Village, either the insurer shall reduce or eliminate such deductible or self-insured retention as respects the Village, its officers, officials, employees, and volunteers; or the Insured shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses to the extent of such deductible or self-insured retention.

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 request 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 of the requirements stated herein.

13. **SAFETY:**

The contractor and any subcontractors shall comply with all the provisions of the Federal Occupational Safety and Health Act of 1970 (84 Stat. 1590), as amended.

14. **NON-DISCRIMINATING:**

The Vendor, its employees, and subcontractors, agrees not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

15. **EQUAL OPPORTUNITY:**

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, or handicap unrelated to bona fide occupational qualifications.

16. **PREVAILING RATE OF WAGES:**

If applicable, all wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible for notifying each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the revised rate as provided by the public body shall apply to this contract and the Contractor will not be allowed additional compensation because of said revisions.

Contractor will comply with the Illinois prevailing wage law, as amended from time to time. No less than the prevailing rate of wages as found by Owner, or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under the Contract. If the Department of Labor revises the prevailing rate of wages to be paid laborers, workers or mechanics under the Contract, Owner will notify Contractor and each Subcontractor of the change in the prevailing rate of wages; provided, however, regardless of whether Owner gives such notice, the revised prevailing rate of wages shall apply to the Contract and Contractor shall have the sole responsibility and duty to pay, and ensure that all Subcontractors pay, the revised prevailing rate of wages to each person to whom a revised rate is applicable. Revision of the prevailing wages shall not result in an increase in the Contract sum or other cost to Owner. Contractor shall indemnify, defend, and hold Owner harmless from any loss, including but not limited to Owner's attorney's fees, resulting from Contractor's failure to comply with this prevailing wage clause. All bonds applicable to the Contract shall include a provision as will guarantee the faithful performance of the obligation to pay the prevailing rate of wages.

The Contractor and each subcontractor shall make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day. The Contractor and each subcontractor shall submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor, which states that:

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

Upon 2 business days' notice, the contractor and each subcontractor shall make available for inspection the records to the public body in charge of the project, its

officers, and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

17. **EXECUTION OF DOCUMENTS**

The Contractor, in signing his Bid on the whole or on any portion of the work, shall conform to the following requirements:

Bids signed by an individual other than the individual represented in the Bid documents shall have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.

Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a power of attorney evidencing authority to sign the bid, executed by the partners.

Bids which are signed for a corporation, shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.

If such Bid is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Bid should be attached to it. Such Bid shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal.

The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.

18. **ASSIGNMENT**

Neither the Village nor the Contractor shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

19. **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Illinois as to interpretation, performance and enforcement. The forum for resolving any disputes concerning the parties' respective performance or failure to perform under this Agreement shall be the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

20. **INDEPENDENT CONTRACTOR:**

There is no employee/employer relationship between the Contractor and the Village. Contractor is an independent contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, et seq.). The VILLAGE will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Contractor. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Contractor and the Village, and the Village is not and will not be liable for any obligations incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the Village and the Contractor.

Section D Specifications

1. SCOPE:

Bidder will furnish the Village Bituminous Materials – Trackless Tack Coat, Hot-Mix Asphalt Binder Course, IL.19.0, N50, and Hot-Mix Asphalt Surface Course, Mix "D", N50., F.O.B, in Village trucks at the plant in accordance with the bid documents. Also, bidder will allow the Village to dispose asphalt spoils collected by the Village on the suppliers designated site at no cost to the Village.

2. SPECIFICATIONS:

The Specifications for Road and Bridge Construction, latest edition as published by the Illinois Department of Transportation, are herein referred to as the Standard Specifications. Asphalt and Bituminous Items are referenced in Sections 1030 and 1032.

Section E General Conditions

1. F.O.B.:

All goods are to be shipped prepaid, F.O.B. Destination.

Shipments sent C.O.D. without Village's written consent will not be accepted and will, at Vendor's risk and expense, be returned to Vendor. Unauthorized shipments are subject to rejection and return at Vendor's expense.

2. Material Safety Data Sheets (MSDS):

Vendor shall furnish MSDS sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-To-Know" law.

3. Contract Terms/Cancellation and Damages:

Any Contract entered into by the Village with the Bidder may be terminated by the Village upon thirty (30) days written notice.

If such Contract is terminated by the Village because of the Vendor's breach, the Village shall have the right to purchase items covered by the Contract elsewhere and to charge the Vendor with any additional cost incurred.

Notwithstanding the above, the Vendor shall not be relieved of any liability to the Village for damages sustained by the Village by virtue of any breach of such Contract by the Vendor and the Village may withhold any payments to the Vendor until such time as the amount of such damages due the Village from the Vendor shall be determined.

4. Liens, Claims, and Encumbrances:

Vendor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

5. Delivery Requirements:

All deliveries for items covered by this Bid shall be made Monday through Friday between the hours of 7:30 a.m. and 1:30 p.m., unless specified otherwise by the ordering Village department. All shipments are to be inside delivery to the ordering department.

Ninety percent (90%) of order must be complete within 48 hours of order placement.

If Vendor anticipates exceeding 48 hours due to back orders, items shall be shipped as available rather than waiting for order completion, regardless of dollar value. Invoicing is to be based on items shipped.

6. Drug Free Workplace:

The Vendor agrees to provide a drug free workplace as provided for in Public Act 86-1459.

7. Inspections:

The Village reserves the right to visit and inspect the premises and operation of the Vendor.

8. Non-Discriminating:

The Vendor, its employees and subcontractors, agrees not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

9. Pricing:

Prices shall remain firm for all of 2024.

10. Contract Term:

A contract will be executed as a result of this Bid for the 2024 calendar year.

11. Size of Order:

The quantities listed in the Bid are estimates only. The Village shall not be committed to any minimum dollar purchase, and reserves the right to either increase or decrease the actual quantities ordered, at our sole option. Items will be ordered and delivered as needed throughout the year, in quantities determined by the Village.

12. Split Awards

The Village reserves the right to split the award, based on categories, individual items, or other combinations of bids submitted.

13. Purchases outside of the Bid

The Village reserves the right to purchase quantities of items specified in the Bid Package from other sources, if determined necessary by the Village to meet the particular needs of the Golf Course.

Section F Statement of Bidder's Qualifications

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he or she desires.

1. Name of Bidder: Plote Construction Inc.
2. Permanent main office address: 1100 Brandt Drive, Hoffman Estates, IL 60192
3. When organized: 6/4/81
4. If a corporation, where incorporated: Illinois
5. How many years have you been engaged in the contracting business under your present firm or trade name: 60
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion) N/A
7. General character of work performed by your company: Excavation, Asphalt & Concrete paving, aggregate materials and asphalt materials
8. Have you ever defaulted on a contract: No
9. List, on an attached sheet, the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. Include a contact person and phone # for each. N/A
10. List your major equipment **available for this contract**: N/A
11. Experience in work similar in importance to this project: N/A
12. Background and experience of the principal members of your organization, including the officers. N/A
13. Credit available: N/A

14. Bank reference: N/A
15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Village of Oak Brook: N/A
16. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Village of Oak Brook in verification of the recitals comprising this Statement of Bidder's Qualifications.

DATED at Hoffman Estates, Illinois this 12th day of June, 2024.



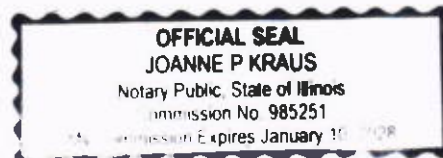
By: David A. Miller, VP Estimating & Contracts
Title

STATE OF ILLINOIS)
) SS.
COUNTY OF)

David A. Miller being duly sworn deposes and says that he is the
VP Estimating & Contracts of Plote Construction Inc. and that the answers to the foregoing
questions and all statements therein contained are true and correct.

SUBSCRIBED and sworn to before me this 12th day of June, 2024.


Notary Public



Section G References

Bidder shall supply the following information listing customers for which the bidder has supplied a similar type of commodities, service, or construction.

1. Company Name: City of Wheaton

Address: 200 Civic Center Plaza, Wheaton IL

Phone #: 6330-260-2184

Contact: Tina Walters

2. Company Name: DuPage County DOT

Address: 421 N. County Farm Rd., Wheaton IL

Phone #: 630-407-6000

Contact: Nickon Entiman

3. Company Name: City of Elgin

Address: 150 Dexter Ct., Elgin, IL

Phone #: 847-931-5604

Contact: Daina DeNye

4. Company Name: _____

Address: _____

Phone #: _____

Contact: _____

5. Company Name: _____

Address: _____

Phone #: _____

Contact: _____

Section H Bid Certification

The undersigned, being first duly sworn an oath, deposes and states that he has the authority to make this certification on behalf of the bidder for the construction, product, commodity, or service briefly described as follows:

“Hot-Mix Asphalt Material Purchase”

- (A) The undersigned certifies that, pursuant to Chapter 720, Section 5/33E of the Illinois Compiled Statutes, 1993, the bidder is not barred from bidding on this contract as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating.
- (B) The undersigned states under oath that, pursuant to Chapter 65, Section 5/11-42.1-1 of the Illinois Compiled Statutes, 1993, the bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.
- (C) The undersigned certifies that, pursuant to Chapter 775, Section 5/2-105. of the Illinois Compiled Statutes, 1993, the bidder has a written sexual harassment policy in place including the following information:
 - 1. An acknowledgment of the illegality of sexual harassment.
 - 2. The definition of sexual harassment under State law.
 - 3. A description of sexual harassment, utilizing examples.
 - 4. The contractor's internal complaint process including penalties.
 - 5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
 - 6. Directions on how to contact the Department or the Commission.

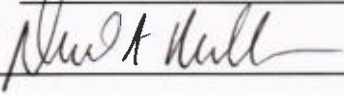
This business firm is: (check one)

 X Corporation Partnership Individual

Firm Name: Plote Construction Inc.

Address: 1100 Brandt Drive

City, State, ZIP: Hoffman Estates, IL 60192

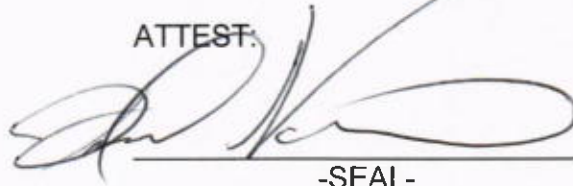
Signature: 

Name Printed: David A. Miller

Title: VP Estimating & Contracts

Telephone: 847-695-9300 Date: 6/12/24

ATTEST:



-SEAL-

SUBSCRIBED AND SWORN TO
before me this 12th day
of June, 2024.


Notary Public



Section I Contract

(To Be Filled, Signed, and Submitted as a part of Bid Package)

Hot-Mix Asphalt Material Purchase

1. THIS AGREEMENT, made and concluded this 12th day of June, 2024, between the Village of Oak Brook, a municipal corporation, acting by and through its President and Board of Trustees, known as VILLAGE, and _____ his executors, administrators, successors or assigns, known as CONTRACTOR.
2. WITNESSETH: That for and in consideration of the payments and agreements mentioned in the Bid hereto attached, to be made and performed by the VILLAGE, and according to the terms expressed in the Bond (if applicable) referring to these presents, the CONTRACTOR agrees, at their own proper cost and expense, to do all work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this Contract.
3. PERIOD OF CONTRACT: This Contract will be in full force for the current calendar year, beginning on the date of the Contract. This Contract is subject to the right of the VILLAGE to cancel and terminate the same at any time, with or without cause, by giving not less than ten (10) day notice to the CONTRACTOR. In the event of such cancellation, the CONTRACTOR shall be entitled to receive payment for services and work performed and materials and equipment furnished under the terms of the Contract prior to the effective date of such cancellation, but shall not be entitled to receive any damages on account of such cancellation or any further payment whatsoever.
4. And it is also understood and agreed that the entire Bid Package hereto attached, approved by the VILLAGE this _____ day of _____, 2024, are all essential documents of this contract and are a part hereof.
5. IN WITNESS WHEREOF, the said parties have executed these presents on the above mentioned date.

ATTEST:

VILLAGE OF OAK BROOK

Village Clerk

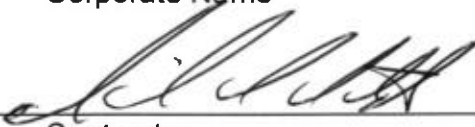
By _____
Village Manager

ATTEST:



Secretary
David A. Miller, VP Estimating & Contracts

Plote Construction Inc.

Corporate Name
By 

Contractor
Daniel R. Plote, President

Partners doing Business under
the firm name of

(If a Co-Partnership)

Party of the Second Part

(If an Individual)

Party of the Second Part

SEXUAL HARASSMENT CERTIFICATE
(To Be Filled, Signed, and Submitted as a part of Bid Package)

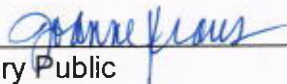
Plote Construction Inc. hereinafter referred to as "Contractor" having submitted a bid/proposal for HMA Material Purchase to the Village of Oak Brook, DuPage/Cook Counties, Illinois, hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4) including the following information:

1. An acknowledgment of the illegality of sexual harassment.
2. The definition of sexual harassment under State law.
3. A description of sexual harassment, utilizing examples.
4. The contractor's internal complaint process including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
6. Directions on how to contact the Department or the Commission.
7. An acknowledgment of protection of a complaint against retaliation as provided in Section 6-101 of the Human Rights Act.

Each contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

By: 
Authorized Agent of Contractor
David A. Miller, VP Estimating & Contracts

Subscribed and sworn to
before me this 12th day
of June, 2024.


Notary Public



CONTRACTOR'S CERTIFICATIONS
(To Be Filled, Signed, and Submitted as a part of Bid Package)

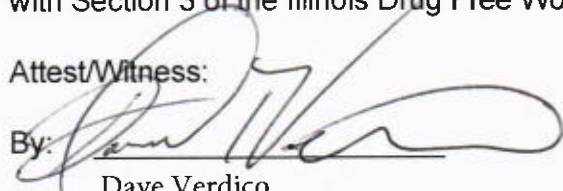
(CONTRACT EXECUTION)

Plote Construction Inc., having executed a contract for HMA Materials Purchase with the VILLAGE, hereby certifies that said contractor is not barred from executing said contract as a result of a violation of either Section 5/33E-3 or 5/33E-4 of Chapter 720 of the Illinois Compiled Statutes.

(DRUG-FREE WORKPLACE)

Contractor deposes, states and certifies it will provide a drug free workplace by complying with Section 3 of the Illinois Drug Free Workplace Act, being 30 ILCS 580/3.

Attest/Witness:

By: 

Dave Verdico

Contractor

By: 

Name of Contractor's Executing
Officer
David A. Miller

Title: Asphalt Manager

Title: VP Estimating & Contracts
Title of Contractor's Executing
Officer

Subscribed and Sworn to
before me this 12th day
of June, 2024.


Notary Public

My Commission Expires: 1/10/28



-SEAL-



**Illinois Department
of Transportation**

Certificate of Eligibility

Plote Construction, Inc.
1100 Brandt Drive HOFFMAN ESTATES, IL 60192

Contractor No 4813

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

SUPER UNLIMITED

001	EARTHWORK	Unlimited
002	PCC PAVING	Unlimited
003	HMA PLANT MIX	Unlimited
012	DRAINAGE	\$3,525,000
017	CONCRETE CONSTRUCTION	\$15,025,000
032	COLD MILL, PLAN. & ROTOMILL	\$20,800,000
08A	AGGREGATE BASES & SURF. (A)	\$33,675,000
09A	HIGHWAY STRUCTURES	\$1,300,000
15A	COVER & SEAL COATS (A)	\$1,075,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/30/2024 TO 4/30/2025 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 4/30/2024.


Engineer of Construction

2024 Hot-Mix Asphalt Material Purchase Bid Tabulation

PLOTE CONSTRUCTION, INC.
Asphalt Batch Plant Address: 10555 Waveland Ave., Franklin Park, Illinois

Description	UOM	Quantity	Unit Cost	Total Bid Cost	Distance in Miles from 3003 Jorie Blvd., Oak Brook Illinois	Hauling Differential (Mileage multiplied by \$1.10)	Distance Adjusted Total Cost
Bituminous Materials - TracklessTack Coat	5 Gallon Pail	5	\$ 50.00	\$ 250.00			\$ 250.00
Hot-Mix Asphalt Binder Course IL - 19.0, N50	Ton	130	\$ 61.00	\$ 7,930.00	11.5	\$ 12.65	\$ 9,574.50
Hot-Mix Asphalt Surface Course, Mix "D", N50	Ton	550	\$ 65.00	\$ 35,750.00	11.5	\$ 12.65	\$ 42,707.50
Disposal of Asphalt Surface by the Village at the Suppliers Designated Location	N/A	N/A					
GRAND TOTAL				\$43,930.00			\$ 52,532.00

BUILDERS ASPHALT
Asphalt Batch Plant Address: 2526 Pratt Blvd., Elk Grove Village, Illinois

Description	UOM	Quantity	Unit Cost	Total Bid Cost	Distance in Miles from 3003 Jorie Blvd., Oak Brook Illinois	Hauling Differential (Mileage multiplied by \$1.10)	Distance Adjusted Total Cost
Bituminous Materials - TracklessTack Coat	5 Gallon Pail	5	\$ 55.00	\$ 275.00			\$ 275.00
Hot-Mix Asphalt Binder Course IL - 19.0, N50	Ton	130	\$ 67.00	\$ 8,710.00	14.1	\$ 15.51	\$ 10,726.30

**2024 Hot-Mix Asphalt Material Purchase
Bid Tabulation**

Hot-Mix Asphalt Surface Course, Mix "D", N50	Ton	550	\$ 68.00	\$ 37,400.00	14.1	\$ 15.51	\$ 45,930.50
Disposal of Asphalt Surface by the Village at the Suppliers Designated Location	N/A	N/A					
GRAND TOTAL				\$46,385.00			\$ 56,931.80

**K-Five Construction Corp.
Asphalt Batch Plant Address: 1 N 550 Route 83, Elmhurst, Illinois**

Description	UOM	Quantity	Unit Cost	Total Bid Cost	Distance in Miles from 3003 Jorie Blvd., Oak Brook Illinois	Hauling Differential (Mileage multiplied by \$1.10)	Distance Adjusted Total Cost
Bituminous Materials - TracklessTack Coat	5 Gallon Pail	5	\$ 50.00	\$ 250.00			\$ 250.00
Hot-Mix Asphalt Binder Course IL - 19.0, N50	Ton	130	\$ 68.50	\$ 8,905.00	5.1	\$ 5.61	\$ 9,634.30
Hot-Mix Asphalt Surface Course, Mix "D", N50	Ton	550	\$ 74.50	\$ 40,975.00	5.1	\$ 5.61	\$ 44,060.50
Disposal of Asphalt Surface by the Village at the Suppliers Designated Location	N/A	N/A					
GRAND TOTAL				\$50,130.00			\$ 53,944.80



ITEM 9.A.11.

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 Special Meeting
of
June 25, 2024

SUBJECT: An Amendment to Title 4, Chapter 1, Section 8A of the Village Code of the Village of Oak Brook, Illinois

FROM: Netasha Scarpiniti, Village Clerk

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to Approve the Passage of Ordinance G-1253, “An Ordinance Amending Title 4, Chapter 1, Section 8A of the Village Code of the Village of Oak Brook, Illinois by Increasing by One to Eighteen the Number of Authorized Class B Liquor Licenses”.

Background/History:

The Village Code requires that any changes in the number of liquor licenses being held in the Village of Oak Brook must be passed by ordinance.

J. Alexander’s, a longstanding community establishment in Oak Brook, has held a Class A-1 liquor license for many years. Now, they’re aiming to enhance their services by pursuing a Class B license, which would authorize them to sell alcoholic beverages in their original packaging for off-premises consumption. The ongoing surge in carry-out orders, particularly amid the COVID and post-COVID era, underscores the imperative for restaurants to adapt. Those establishments already granted a Class B license have reported a significant increase in alcohol sales, offsetting the revenue loss from carry-out orders. There have been no significant issues with any facility holding a Class B license.

Recommendation:

Staff recommends that the Village Board approve Ordinance G-1253, An Ordinance Amending Title 4, Chapter 1, Section 8A of the Village Code of the Village of Oak Brook, Illinois, by Increasing by One to Eighteen the Number of Authorized Class B Liquor Licenses for J. Alexander’s.

Attachments:

1. Ordinance-LC-AL-G-1253 - Increase B for J. Alexanders

THE VILLAGE OF OAK BROOK

COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE

2024-LC-AL-G-1253

AN ORDINANCE AMENDING THE VILLAGE OF OAK BROOK
CODE OF ORDINANCES, AS AMENDED, TITLE 4
(BUSINESS AND LICENSE REGULATIONS), CHAPTER 1
(LIQUOR CONTROL), SECTION 8A (FEES AND NUMBER OF
LICENSES AUTHORIZED) TO INCREASE THE NUMBER OF
AUTHORIZED CLASS B LIQUOR LICENSES BY ONE TO
EIGHTEEN FOR J. ALEXANDER'S RESTAURANT

J. ALEXANDER'S 1410 16TH ST, OAK BROOK, IL 60523

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 25th day of June 2024

ORDINANCE 2024-LC-AL-G-1253

AN ORDINANCE AMENDING THE VILLAGE OF OAK BROOK CODE OF ORDINANCES, AS AMENDED, TITLE 4 (BUSINESS AND LICENSE REGULATIONS), CHAPTER 1 (LIQUOR CONTROL), SECTION 8A (FEES AND NUMBER OF LICENSES AUTHORIZED) TO INCREASE THE NUMBER OF AUTHORIZED CLASS B LIQUOR LICENSES BY ONE TO EIGHTEEN FOR J. ALEXANDER'S RESTAURANT.

J. ALEXANDER'S RESTAURANT 1410 16TH ST, OAK BROOK, IL 60523

WHEREAS, the Village of Oak Brook (hereinafter referred to as the "Village") is an Illinois Municipal Corporation organized pursuant to the laws of the State of Illinois;

WHEREAS, the Village has in full force and effect a codified set of ordinances which are of a general and permanent nature, which said codified set is known and designated as the Village Code of the Village of Oak Brook, as amended;

WHEREAS, Title 4 (Business And License Regulations), Chapter 1 (Liquor Control), Section 8a (Fees And Number Of Licenses Authorized) of the Village Code of the Village of Oak Brook authorizes certain numbers of liquor licenses and the number of such licenses issued for each class of license may be increased or decreased from time to time by ordinance approved by the Village President and Village Board of Trustees (collectively the "Corporate Authorities") due to changes in ownership of licensed premises, the creation of a new and deserving business enterprise, or the abandonment, revocation, surrender or other termination of an existing license; and

WHEREAS, the Corporate Authorities deem it advisable and in the best interest and in furtherance of the general welfare of the citizens of the Village that the Village Code of the Village of Oak Brook be amended to increase the number of authorized Class B Liquor Licenses by One to Eighteen.

J. Alexander's Restaurant, 1410 16th St. Oak Brook, IL 60523

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

Section 2: That Section 8A of Chapter 1 (Liquor Control) of Title 4 (Business and License Regulations) (4-1-8A) of the Village Code of the Village of Oak Brook, Illinois be amended pursuant to the following table:

Class Of License	Application Fee	Annual License Fee	Number Issued
A-1	\$2,000.00	\$2,750.00	45
A-2	2,000.00	2,750.00	0
A-3	2,000.00	2,750.00	1
A-4	2,000.00	2,750.00	1
A-5	2,000.00	2,750.00	1
A-6	2,000.00	2,750.00	0
B	2,000.00	2,750.00	17 18
C	2,000.00	2,200.00	1
D	2,000.00	2,200.00	6
E	2,000.00	4,950.00	7

F	No Fee	\$50 per event	Not Applicable
G	No Fee	No Fee	1
H	No Fee	No Fee	1
I	2,000.00	2,750.00	2
J	2,000.00	500.00	0
K	2,000.00	2,750.00	0
L	2,000.00	2,750.00	1
M	----	500.00	3
N	2,000.00	2,750.00	1
O	2,000.00	2,750.00	1
P	2,000.00	2,750.00	1

Additions are bold and double-underlined: ~~deletions are struck through.~~

Section 3: The title, chapter(s), and section(s) adopted by this Ordinance shall be numbered and placed in an appropriate title, chapter(s), and section(s) when and during the codification of the Oak Brook Municipal Code.

Section 4: This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Section 5: This Ordinance shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section 6: That all ordinances or parts of ordinances in conflict with the terms of this Ordinance shall be repealed to the extent of said conflict.

Section 7: If any section, paragraph, clause, or provision of this Ordinance is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of the remaining provisions of the Village's Municipal Code, which are hereby declared to be separable.

Section 8: This Ordinance shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Oak Brook.

[Remainder of Page Intentionally left blank; Roll Call to follow]

APPROVED THIS 25th day of June 2024.

Laurence E. Herman
Village President

PASSED THIS 25th day of June 2024.

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Netasha Scarpiniti
Village Clerk



ITEM 9.A.12.

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 Special Meeting
of
June 25, 2024

SUBJECT: An Ordinance Amending New Resident Preferred Card

FROM: Art Segura, Sports Core Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to approve Ordinance G-1254, "An Ordinance Amending Title 12 (Recreational Facilities) Chapter 2 (Oak Brook Golf Club) of the Village of Oak Brook Code of Ordinances"

Background/History:

Oak Brook Golf Club is one of the most popular golf clubs in Illinois, known for its well-maintained course and competitive pricing. Due to high demand, securing a tee time can be challenging. Many residents have expressed difficulty booking tee times at the club due to high demand. Currently, golf members and residents can book up to eight days in advance, but non-member residents are unable to book online in advance of the general public.

To address this issue, staff is proposing introduction of a Resident Preferred Card. This card will provide Oak Brook residents with the ability to book eight days in advance and online at the resident rate. Implementing the Resident Preferred Card application will update our system, enabling staff to easily identify residents and offer them resident discounted rates. Additionally, many residents have expressed frustration with having to show proof of residency repeatedly. By having residents complete this form, we can streamline this process by integrating it into our system.

In order to maintain preference for paying members, their booking privileges will be updated to allow them to reserve tee times nine days in advance. This adjustment recognizes their membership in the Oak Brook Golf Club and ensures they receive preferential treatment when scheduling tee times.

Golf Members: Nine Days Advanced Booking
Oak Brook Residents: Eight Days Advanced Booking
General Public: Seven Days Advanced Booking

To apply for the Resident Preferred Card, Oak Brook residents must complete the Resident Preferred Application, provide proof of residency, and submit it to Oak Brook Golf Club. Once approved, residents will receive their Resident Preferred Card which will enable them to book tee times online eight days in advance.

Recommendation:

Staff recommends that the Village Board approve Ordinance G-1254, "An Ordinance Amending Title 12 (Recreational Facilities) Chapter 2 (Oak Brook Golf Club) of the Village of Oak Brook Code of Ordinances"

Attachments:

1. OrdAmendTitle12Ch2_ResPrefCard

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
NUMBER 2024-SC-EX-G-1254

AN ORDINANCE
AMENDING TITLE 12 (RECREATIONAL FACILITIES) CHAPTER
2 (OAK BROOK GOLF CLUB) OF THE VILLAGE OF OAK
BROOK CODE OF ORDINANCES

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 25th day of June 2024

ORDINANCE NO. 2024-SC-EX-G-1254

AN ORDINANCE
AMENDING TITLE 12 (RECREATIONAL FACILITIES) CHAPTER 2 (OAK BROOK GOLF CLUB) OF THE VILLAGE OF OAK BROOK CODE OF ORDINANCES

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 has in full force and effect a codified set of ordinances which are of a general and permanent nature, which said codified set is known and designated as the Village Code of Ordinances of the Village of Oak Brook, as amended;

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs that protect the health, safety, and welfare of its residents including the adoption and imposition of certain taxes;

WHEREAS, Title 12 (Recreational Facilities) Chapter 2 (Oak Brook Golf Club) of the Village Code provides for certain provisions and policies relating to the Oak Brook Golf Club;

WHEREAS, due to the increasing popularity of the Oak Brook Golf Club, Staff has become aware of complaints from Village residents indicating certain difficulties securing tee time positions;

WHEREAS, to address this issue, Staff is proposing to amend the Village Code to adopt a "Resident Preferred Card" to offer Oak Brook residents the opportunity to book one day in advance than the general public.

WHEREAS, the Corporate Authorities of the Village of Oak Brook are of the opinion that that it is in the best interests of the safety, health, and welfare of residents to amend Title 12 (Recreational Facilities) Chapter 2 (Oak Brook Golf Club) of the Village Code, as set forth herein.

NOW, THEREFORE, BE IT ORDAINED, 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 Ordinance are full, true, and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

Section Two – Amendment to Title 12 Chapter 2

Title 12 (Recreational Facilities) Chapter 2 (Oak Brook Golf Club) Section 12-2-1 (Policies) of the Village Code shall be amended as follows:

12-2-1: POLICIES:

I. Resident Preferred Card: Eligible individuals may be issued a Resident Preferred Card indicating the individual's name to be used for identification when booking tee times and

making online reservations at the Oak Brook Golf Club. To apply for the card, individuals must complete the Resident Preferred Application, provide adequate proof of residency within the Village of Oak Brook, and submit it to the Oak Brook Golf Club. Once approved, individuals will receive their Resident Preferred Card, which they can present at the front desk during check-in and used to book tee times online.

Title 12 (Recreational Facilities) Chapter 2 (Oak Brook Golf Club) Section 12-2-4 (Non-Permanent Starting Times) of the Village Code shall be amended as follows:

12-2-4: NON-PERMANENT STARTING TIMES:

~~On weekends and holidays forfeited, canceled and undrawn permanent times and all other weekend times will be available for reservation not more than eight (8) days in advance. Weekday times will be available for reservation not more than eight (8) days in advance. Residents and members may reserve tee times up to eight (8) days in advance. Non-residents may reserve tee times up to seven (7) days in advance. No more than two (2) tee times may be reserved for the same day unless authorized by the Golf Club Manager. Tee times may be reserved more than eight (8) days in advance by the Golf Club Manager for golf outings. All tee times will be guaranteed by credit card. Cancellations will be accepted up to twenty four (24) hours in advance of the tee times.~~

Unless already otherwise reserved, non-permanent starting times shall be available for reservation as follows:

- A. Golf Club Season Membership Card Holders may reserve available starting times not more than nine (9) days in advance.
- B. Resident Preferred Card Holders may reserve available starting times not more than eight (8) days in advance.
- C. The general public may reserve available starting times not less than seven (7) days in advance.

No more than two (2) tee times may be reserved for the same day unless authorized by the Golf Club Manager. Tee times may be reserved more than nine (9) days in advance by the Golf Club Manager for golf outings. All tee times will be guaranteed by credit card. Cancellations will be accepted without penalty up to twenty four (24) hours in advance of the starting tee times.

Section Three – Effective Date

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

Section Four - Publication

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

Section Five – Recording

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

Remainder of page intentionally left blank; roll call to follow

PASSED THIS 25th day of June 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 25th day of June 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk



ITEM 9.A.13.

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 Special Meeting
of
June 25, 2024

SUBJECT: Assignment of Chic Chef Catering to operate the Poolside Café under a Licensing Services Agreement

FROM: Joseph Mitchell, Assistant Village Manager

BUDGET SOURCE/BUDGET IMPACT: The proposed Poolside Café Food and Beverage Management Leasing Services agreement would result in a minimum of 11% (2024) of all gross food and beverage sales and rent of \$250.00 per month (no decrease in gross food beverage sales percentages or in rent from the previously approved agreements with Chic Chef and Fig Boz LLC).

RECOMMENDED MOTION: I move that the Village Board approve 2024-SC-AG-CHIC&FIG-S-1702, An Ordinance Amending the License Agreements by and Between the Village of Oak Brook and Chic Chef Catering, Inc and Fig Boz, LLC.

Background/History:

On December 12, 2023, at the Village of Oak Brook Board Meeting, the Village Board unanimously approved allowing Fig Boz LLC, to operate the Poolside Café facility beginning in 2024 through 2028 (2023-SC-AG-FIG-S-1685). However, after careful evaluation, and considerable deliberations with both the owners of Chic Chef and Fig Boz LLC, the staff recommends a transition to Chic Chef Catering to manage food and beverage operations at the Poolside Café for the following reasons:

Logistical Efficiency:

Chic Chef Catering is in the adjacent building, which streamlines logistics. This proximity ensures timely food delivery and efficient service if additional demand is evident. The convenience of being nearby allows for better coordination with other club facilities and events and the availability to call upon additional staff for event nights, café specials, or the unexpectedly high number of members enjoying the pool amenities and seeking an abundance of extra food and beverages.

Kitchen Facilities:

Oak Brook Manor, operated by Chic Chef Catering, boasts a spacious kitchen, ideal for preparing food for large gatherings. Their well-equipped kitchen and experienced chefs can handle the demands of any large poolside event(s), ensuring prompt service and high-quality meals. Additionally, the adjacent commercial kitchen and collars can be used to meet required health inspection criteria.

Storage Convenience:

Chic Chef Catering's adjacent facilities are well suited to address the limited storage capacity at the Poolside Café. Easy access to essential items (utensils, ingredients, food, alcohol, cleaning supplies etc.) enhances operational efficiency, improves the customer experience at the pool, and increases the potential for maximizing profits.

Catering Experience:

Chic Chef Catering has an impeccable reputation and extensive experience catering for large and small events. Their expertise allows them to create a robust menu that caters to our member and non-member preferences and potential dietary needs.

Finally, Chic Chef, if approved by the Village Board, will be solely responsible for any janitorial services and interior maintenance, including preventive maintenance and repair of all equipment, building mechanical systems, furnishings, and supplies within the Poolside Café; thereby eliminating redundancy and confusion.

With a proven track record of successful entrepreneurship, logistical advantages, and culinary expertise, Chic Chef Catering is an excellent choice for enhancing the food and beverage service and, ultimately, the pool experience at the Poolside Café.

If approved, the Village's percentage fee of gross sales and the total amount owed to the Village for the monthly minimum rental fee will not change (Chic Chef will contribute \$250.00 per month while Fig Boz's agreed-upon amount will be reduced by \$250.00).

Initial Term	Monthly Minimum Fee
Initial Term - 2024	\$250.00
Initial Term - 2025	\$250.00
Initial Term - 2026	\$250.00

Initial Term	Percentage Fee of Gross Sales
Initial Term - 2024	11%
Initial Term - 2025	11.5%
Initial Term - 2026	12%

Recommendation:

Staff recommends that the Village Board approve 2024-SC-AG-CHIC&FIG-S-1702, An Ordinance Amending the License Agreements by and Between the Village of Oak Brook and Chic Chef Catering, Inc and Fig Boz, LLC pending final attorney review and Village Manager's signature.

Attachments:

1. OrdApproveAssignmentFigBozToChicChef
2. Assignment and Assumption of Licensed Premise FINAL

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE

NUMBER 2024-SC-AG-CHIC&FIG-S-1702

A ORDINANCE
APPROVING THE ASSIGNMENT AND ASSUMPTION
AGREEMENT BY AND BETWEEN FIG BOZ, LLC, AND CHIC
CHEF CATERING, INC., FOR THE LICENSE TO MANAGE AND
OPERATE THE POOLSIDE CAFÉ AT THE OAK BROOK BATH
& TENNIS CLUB

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 25th day of June 2024

ORDINANCE NO. 2024-SC-AG-CHIC&FIG-S-1702
A ORDINANCE
APPROVING THE ASSIGNMENT AND ASSUMPTION AGREEMENT BY AND BETWEEN FIG
BOZ, LLC, AND CHIC CHEF CATERING, INC., FOR THE LICENSE TO MANAGE AND
OPERATE THE POOLSIDE CAFÉ AT THE OAK BROOK BATH & TENNIS CLUB

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 of each Village may fix the amount, terms, and manner of issuing and revoking licenses pursuant to 65 ILCS 5/11-60-1;

WHEREAS, the Village is the owner of that certain real property located within its corporate boundaries commonly known as the Oak Brook Bath & Tennis Club, located at 800 Oak Brook Road, Oak Brook, IL 60523 (the "Property");

WHEREAS, at its December 12, 2023, Board Meeting, the Village approved Ordinance No. 2023-SC-AG-FIG-S-1685, which approved and authorizing the execution of a license agreement (the "Agreement") with Fig Boz, LLC (the "Licensee"), to, among other things, license a portion of the Property to manage and operate the Concession Services at the Poolside Café;

WHEREAS, after careful evaluation by Village Staff since the effective date of said Agreement, and considerable deliberations on the matter, the Village and Licensee recognize that Licensee is not in an optimal position to efficiently and effectively provide the Concession Services at the Café and such license rights should be assigned to Chic Chef Catering, Inc;

WHEREAS, Staff now recommends that the Corporate Authorities approve and authorize the Assignment and Assumption Agreement (the "Assignment") to allow Licensee to assign its rights and interest solely as it applies and related to the operation of Concession Services at the Poolside Café, to Chic Chef Catering, Inc., subject to the terms provided by said Assignment, attached hereto and incorporated herein as Exhibit A;

WHEREAS, the Village President and the Board of Trustees have determined that it is in the best interest of the Village to approve and authorize the Assignment, attached hereto and incorporated herein as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED, 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 Ordinance are full, true, and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

Section Two – Approval of Assignment

The President and Board of Trustees hereby approve the Assignment substantially the same form attached 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 Assignment, 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 Assignment.

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 the Assignment 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 Assignment and of this Ordinance.

Section Six – Conditions of Approval

The approval of the Assignment and grant of license provided herein is expressly subject to and contingent upon each of the following conditions:

- A. The Assignor, as defined therein, and the Assignee, as defined therein, each remaining in absolute compliance with the terms of the Agreement and of the Assignment.
- B. In addition to the other specific requirements of this Ordinance all of the operations and activities conducted on the Property must comply at all times with all applicable federal, state, and local ordinances, resolutions, rules, policies, and regulations.
- C. In the event the Village deems it necessary to terminate the Assignee's interest in the Property for any reason whatsoever, all rights, privileges, interest, including any and all obligations and requirements subject to the Assignment contemplated herein shall automatically revert back from Assignee to Assignor and the Assignment shall become null and void without further Board Action.

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 Ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Eight – Effective Date

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

Section Nine - Publication

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

Section Ten – Conflict Clause

All Ordinances, parts of Ordinances 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 Ordinance 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 Ordinance, which are hereby declared to be separable.

Section Twelve – Recording

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

PASSED THIS 25th day of June 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 25th day of June 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Assignment]

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Assignment") is made and entered into as of the ____ day of _____, 2024 (the "Effective Date"), by and between Fig Boz, LLC, an Illinois Limited Liability Company with its principal place of business at 100 East Prospect Avenue, Mt. Prospect, IL 60056 ("Assignor") and Chic Chef Catering, Inc., an Illinois Corporation with its principal place of business at 1000 Pauley Dr., Elk Grove Village, IL 60007 (the "Assignee") (Assignor and Assignee collectively the "Licensed Parties"); with the written consent of the Village of Oak Brook, a municipal corporation organized under the laws of the State of Illinois with its principal place of business at 1200 Oak Brook Rd, Oak Brook, IL 60523 (the "Village").

WITNESSETH:

WHEREAS, the Village is the owner of real property located within its corporate boundaries commonly known as the Oak Brook Bath & Tennis Club, located at 800 Oak Brook Road, Oak Brook, IL 60523, the Oak Brook Golf Club located at 2606 York Rd, Oak Brook, IL 60523;

WHEREAS, the Oak Brook Bath & Tennis Club is currently improved with a number of buildings and facilities including but not limited to a banquet hall, swimming pools, pool side café, locker rooms, tennis courts, concession areas, catering facilities, and social space;

WHEREAS, the Oak Brook Golf Club is currently improved with a number of buildings and facilities golf clubhouse, pro shop, 18-hole golf course, social spaces, and other golf related practice areas;

WHEREAS, the Village has previously managed the food and beverage concession and management services (the "Concession Services") for the operation of the pool side café (the "Café") located at Oak Brook Bath & Tennis Club, the food and beverage dining services (the "Dining Services") for the operation of the Golf Clubhouse (the "Clubhouse") located at the Oak Brook Golf Club, and the event planning and food and beverage catering services (the "Catering Services") for the operation of the catering facilities (the "Catering Facilities") located at Oak Brook Bath & Tennis Club;

WHEREAS, the Village granted Assignor a license for certain rights and privileges necessary to manage and operate the Concession Services at the Café and the Dining Services at the Clubhouse pursuant to that certain license agreement between Assignor and the Village dated _____ (the "Fig Boz Agreement");

WHEREAS, the Village granted Assignee a license for certain rights and privileges necessary to manage and operate the Catering Services at the Catering Facilities pursuant to that certain license agreement between Assignee and the Village dated _____ (the "Chic Chef Agreement");

WHEREAS, after careful evaluation by Village, and considerable deliberations with both Licensed Parties, the Village and Licensed Parties recognize that Assignee would be able to more efficiently and effectively provide the Concession Services at the Café due to related conveniences and synergies including but limited to the physical location of the respective primary operating premises;

WHEREAS, Assignor hereby desires to assign to Assignee, and the Village hereby approves the assignment of, all of Assignor's rights, privileges and interest in the Fig Boz Agreement specifically related, in any way whatsoever, only to the management and operation of the Concession Services at the Café located at the Oak Brook Bath & Tennis Club, together with all other occupancy rights, privileges, obligations, limitations, restrictions, and requirements of Assignor with respect thereto, and as otherwise defined and further detailed in said Fig Boz Agreement (the "Assigned Rights");

NOW, THEREFORE, in consideration of the covenants and agreements contained in the Fig Boz Agreement, the Chic Chef Agreement, and in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. In accordance with Article VI (Transfer of Rights Under Agreement) of the Fig Boz Agreement, Assignor does hereby grant, convey, transfer and assign unto Assignee, and Assignee hereby acknowledges and understands the assumption of the related obligations from Assignor, as follows: (A) Assignor assigns and transfers all legal right, title and interest in and related to, in any way whatsoever, the Assigned Rights, as defined herein, provided in the Fig Boz Agreement, and all of the respective rights, benefits and privileges of the "Licensee" thereunder; (B) Assignee hereby assumes all rights, title, and interest in and related to, in any way whatsoever, the Assigned Rights, as defined herein, provided in the Fig Boz Agreement, and all of the respective rights, benefits, privileges, requirements, and restrictions of the "Licensee" thereunder; including any obligations provided therein as of the Effective Date of this Assignment.

2. Assignor, with the written acknowledgement of the Village as provided herein, represents and warrants that it possesses the absolute authority to effectuate the assignment(s) contemplated by this Assignment and by the Fig Boz Agreement to deliver unto Assignee all of its right, title, and interest in and to the Assigned Rights as described herein. Assignor acknowledges and understands that in the event the Village deems it necessary to terminate Assignee's interest in the Fig Boz Agreement being assigned by this Assignment for any reason whatsoever, all rights, privileges, interest, including any and all obligations and requirements subject to the assignment contemplated herein shall automatically revert back from Assignee to Assignor, and this Assignment shall immediately become null and void.

3. Assignor further covenants and represents to Assignee as follows: (A) The Assignor is not in default, or has caused anything to result in a default, whether now known or unknown, under any of the terms or provisions of the Fig Boz Agreement; and (B) The Fig Boz Agreement executed before the Date of this Assignment, on _____, is valid and unmodified and is in full force and effect, and Assignor has delivered true and accurate copy thereof (including all amendments, exhibits, work letters, and related agreements) to Assignee;

4. Assignee hereby assumes only those duties and obligations of Assignor related to the Assigned Rights under the Fig Boz Agreement arising on and after the Effective Date, and agrees to fully and timely perform all of Assignor's duties and obligations pursuant to the Assigned Rights to be performed on and after the Effective Date of this Assignment.

5. Modification of Fee Schedules. As a result of Assignor relinquishing interest and assigning the Assigned Rights to Assignee as contemplated herein, the Licensed Parties agree, and the Village hereby confirms and approves, that as of the Effective Date of this Assignment the Fee Schedule provided in: (A) the Fig Boz Agreement shall be modified to reflect a two-hundred fifty dollar (\$250.00) reduction to the monthly Minimum Fee, as defined therein; and (B) the Chic Chef Agreement shall be modified to reflect a two-hundred fifty dollar (\$250.00) increase to the monthly Minimum Fee, as defined therein.

6. Assignor, Assignee, and Village hereby agree to take such further actions and execute and deliver such further documents, instruments and agreements as may be reasonably required to carry out the intent of this Assignment.

7. No provision of this Assignment shall be modified or limited by course of conduct or usage of trade, except by a written agreement expressly referring hereto and to the provision modified or limited and signed by the Assignor, Assignee, and the Village.

8. In case any one or more of the provisions contained in this Assignment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this Assignment, and this Assignment shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

9. Except as specifically set forth herein, this Assignment shall in no way modify, alter or affect the remaining terms of the Fig Boz Agreement or the Chic Chef Agreement, all of which are ratified by the parties and shall remain in full force and effect. In the event of any conflict between the terms of this Assignment and the terms of the Fig Boz Agreement, or the Chic Chef Agreement, the terms of this Assignment shall prevail.

10. This Assignment may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one instrument, but in making proof, it shall be necessary to produce only one such counterpart. The persons who have executed this Assignment represent and warrant that they are duly authorized to execute this Assignment in their individual or representative capacity as indicated.

11. This Assignment and the rights and obligations of the Parties hereunder are to be governed by and construed and interpreted in accordance with, the laws of the state of Illinois applicable to contracts made and to be performed wholly within Illinois, without regard to choice or conflict of laws rules.

12. This Assignment shall be binding on and inure to the benefit of the relevant parties and their respective legal representatives, successors and assigns.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed and delivered as of the date first set forth above:

ASSIGNOR

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
) **SS:**
COUNTY OF _____)

On _____, 2024, before me, the undersigned, a Notary Public in and for the state of Illinois, personally appeared _____, to me known, who, being by me duly sworn, did depose and say that he is the authorized representative of the Assignor, that he signed the foregoing Assignment on behalf of the Assignor as his free and voluntary act and the free and voluntary act and deed of the Assignor .

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal in the county and state aforesaid, the day and year first above written.

Notary Public
(Seal)

My Commission Expires: _____

IN WITNESS WHEREOF, the Assignee has caused this Assignment to be duly executed and delivered as of the date first set forth above:

ASSIGNEE

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
) **SS:**
COUNTY OF _____)

On _____, 2024, before me, the undersigned, a Notary Public in and for the state of Illinois, personally appeared _____, to me known, who, being by me duly sworn, did depose and say that he is the authorized representative of Assignee, that he signed the foregoing Assignment on behalf of Assignee as his free and voluntary act and the free and voluntary act and deed of Assignee.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal in the county and state aforesaid, the day and year first above written.

Notary Public
(Seal)

My Commission Expires: _____

WRITTEN CONSENT TO ASSIGNMENT

IN WITNESS WHEREOF, the undersigned, being the authorized representative of the Village, hereby certifies that the Village DOES HEREBY CONSENT to the assignment of the Assigned Rights, as defined herein and pursuant to the Fig Boz Agreement, from Assignor to Assignee.

VILLAGE OF OAK BROOK

By: _____

Name: _____

Title: _____

ATTEST:

Village Clerk



OAK BROOK
Illinois

ITEM 12.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 Special Meeting
of
June 25, 2024

SUBJECT: Award of Contract - Investment Management Services

FROM: Greg Summers, Village Manager
Marilyn Fumero, Finance Director

BUDGET SOURCE/BUDGET IMPACT: \$40,000.00 is budgeted across multiple programs of the FY2024 Budget.

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2214, A Resolution Awarding an Agreement to PFM Asset Management LLC, Chicago, Illinois, for Investment Management Services.

Background/History:

A Request for Proposals (RFP) for Investment Management Services was published and placed on the Village's website on Thursday, February 15, 2024. Five (5) proposals were received and opened on Thursday, March 7, 2024.

Proposals were received from the following Investment Firms:

Firm Name
Academy Asset Management
Great Lakes Advisors
Mesirow Strategic Fixed Income
PFM Asset Management LLC
PMA Financial Strategies

A committee consisting of President Herman, Manager Summers and Finance Director Fumero reviewed, shortlisted the firms and held interviews with Great Lakes Advisors, PFM Asset Management LLC (PFMA), and PMA Financial Strategies (PMA). After the review and interview process, the committee determined that PFMA submitted the proposal with the best overall value to the Village.

PFMA will provide professional investment management services for the Village's assets, will implement, and maintain a "Ladder Portfolio Strategy" in such a way as to maximize earnings safely while meeting the Village's daily cash flow needs. Currently, the Village's estimated total assets are \$90.7 million, of which \$84.0 million is invested in accordance with the Village's Investment Policy. Of the \$84.0 million, \$63.1 million is invested with Illinois Fund, \$17.2 million is invested with J.P. Morgan and \$3.6 million is invested with Wintrust.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2214, A Resolution Awarding an Agreement to PFM Asset Management LLC, Chicago, Illinois, for Investment Management Services.

Attachments:

1. InvestmentManagementRes

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2024-FI-INVST-AG-R-2214

A RESOLUTION
AWARDING A PROFESSIONAL SERVICES AGREEMENT TO
PFM ASSET MANAGEMENT LLC, CHICAGO, ILLINOIS FOR
PROFESSIONAL INVESTMENT MANAGEMENT SERVICES

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 25th day of June 2024

RESOLUTION NO. 2024-FI-INVST-AG-R-2214

A RESOLUTION

AWARDING A PROFESSIONAL SERVICES AGREEMENT TO PFM ASSET MANAGEMENT LLC, CHICAGO, ILLINOIS FOR PROFESSIONAL INVESTMENT MANAGEMENT SERVICES

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, on Thursday, February 15, 2024, staff published a request for proposals on the Village website for Investment Management Services whereby five (5) proposals were received and opened on Thursday, March 7, 2024;

WHEREAS, of the five proposals that were received, a committee consisting of the Village President, Village Manager, and Finance Director (the "Committee") convened to review, and hold interviews with the two firms providing the strongest proposals: PFM Asset Management LLC and PMA Financial Strategies;

WHEREAS, of the two firms that were interviewed, Staff has determined that PFM Asset Management LLC, Chicago, Illinois, (the "Company") had submitted the proposal providing the best overall value to the Village for the professional investment management services (the "Services") desired, as further detailed in the Investment Advisory Agreement (the "Agreement") attached hereto and incorporated herein as Exhibit A;

WHEREAS, Staff now recommends the Corporate Authorities to award the Agreement for the Services to Company, for the reasons provided for herein; 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 – Award of Contract

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

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute 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 25th day of June 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 25th day of June 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Agreement]