



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

Regular Meeting  
Tuesday, April 14, 2026  
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. Preliminary Board Review 1211-1315 22nd Street – Franklin Partners

4. PUBLIC COMMENTS

5. APPROVAL OF MINUTES

A. Regular Board of Trustees Meeting Minutes of March 24, 2026

B. Regular Executive Meeting Minutes of January 13, 2026

C. Regular Executive Meeting Minutes of January 27, 2026

6. CONSENT AGENDA

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

A. Accounts Payable for Period Ending: April 8, 2026 - \$1,001,366.23

1. LEGAL SERVICES:

a) Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. - Legal Services - February 2026 - \$29,297.42 (FY26 YTD - \$65,543.42)

b) Lamp Law LLC - Legal Services - March 2026 - \$3,333.33 (FY26 YTD - \$9,999.99)

TOTAL LEGAL BUDGET FOR 2026 - \$838,399.96

TOTAL LEGAL BILLS PAID FOR 2026 - YTD - \$211,450.16

2. BLA, Inc. - 2026 Street Improvement Project - February 2026 - \$21,822.50

3. Compass Minerals America Inc. - Deicer Salt - \$27,876.39

4. Enterprise FM Trust - Village Vehicle Leases - March 2026 - \$46,178.91
5. Turfwerks - GM Mower - \$49,251.75
6. Trine Constructions Corporation — Ginger Creek Water Main & Storm Sewer Improvement Project — \$356,312.27
7. Morton Salt, Inc. - Bulk Deicer Salt - \$23,119.30
8. Core & Main LP - Annual Sensus Analytics Fee 2026—\$26,157.00
9. Al Warren Oil Co., Inc. - Fuel Purchase for 2026 - \$26,935.54
10. Civiltech Engineering, Inc. — Saddle Brook Water Main, Storm Sewer & Roadway Improvements — \$31,471.49
11. EZA Engineering PLLC - Professional Engineering Services - March 2026 - \$22,054.65

B. Approval of Payroll Paydate: April 2, 2026 — \$994,567.54

C. Arbor Day Proclamation

7. ITEMS REMOVED FROM CONSENT AGENDA

8. ACTIVE BUSINESS

A. Ordinances & Resolutions

1. Resolution R-2356, A Resolution Authorizing the Purchase of Commodities for the Sports Core
2. Resolution R-2357, A Resolution Authorizing and Approving a Purchase Order for the Purchase and Installation of a New 2001-130 Federal Signal Outdoor Warning Siren
3. Resolution R-2358, A Resolution Approving the Waiver of Competitive Bidding and Authorizing the Purchase of a Monitor/Defibrillators
4. Resolution R-2359, A Resolution Approving and Authorizing the Execution of a Professional Services Agreement By and Between the Village of Oak Brook and WRB, LLC for Consulting and Management Services
5. Ordinance S-1740, An Ordinance Authorizing Amendments and Transfers Among Budget Line Items the Village of Oak Brook, Illinois
6. Ordinance G-1285, An Ordinance Amending Chapter 1 (Liquor Control) of Title 4 of the Village of Oak Brook Code of Ordinances

B. Development Services Referrals

1. GTZ – Referral of Planned Development for Butterfield Road properties (Amazon)

9. BOARD UPDATES

10. 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.



**ITEM 3.A.**  
BOARD OF TRUSTEES MEETING  
SAMUEL E. DEAN BOARD ROOM  
BUTLER GOVERNMENT CENTER  
1200 OAK BROOK ROAD  
OAK BROOK, ILLINOIS  
630-368-5000

## **AGENDA ITEM**

Board of Trustees Regular Meeting  
of  
April 14, 2026

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**SUBJECT:** Preliminary Board Review 1211-1315 22nd Street – Franklin Partners

**FROM:** Rebecca Von Drasek, Development Services Director

**BUDGET SOURCE/BUDGET IMPACT:** N/A

**RECOMMENDED MOTION:** Provide comments, suggestions, and recommendations to Franklin Oak Brook 22, LLC regarding a proposed fitness studio (health club) and the construction of a permanently enclosed outdoor dining, within the O-3, Office District.

The preliminary Board review is outlined in the Planned Development regulations and is an important step in providing an applicant with early feedback on a project proposal (see Section 13-15-5).

### **Background/History:**

Peter Friedman, with the consent of the property owner, Franklin Oak Brook 22, LLC, is proposing a fitness studio (Solidcore) within an existing ground-floor retail tenant space. The application also proposes constructing a permanent enclosure of a current outdoor dining area.

### **Staff Comments:**

1. A Planned Development is required for this proposal. The intent and purpose of the planned development regulations is to provide an alternate zoning procedure under which land can be developed or redeveloped with innovation, imagination, and creative architectural design when sufficiently justified under the provisions of this chapter. The objective of the planned development is to encourage a higher level of design and amenity than is possible to achieve under standard zoning regulations. Both proposals would require relief from the Village Code. The applicant has consolidated the requests to expedite the process to the benefit of the current and future tenants.
2. A complete site plan with FAR calculations is required with the Planned Development application.
3. The subject property is currently zoned O-3, Office District. Fitness studio use is not listed as a

Permitted or Special Use in the O-3 District. Health Club is defined within the Zoning Ordinance and is not a listed Permitted or Special Use.

4. The 1990 Comprehensive Plan, Planning District 1, does not mention this type of use within the O-3, Office District. The Village code permits “retail sales and personal service uses when located on floors below those used for the principal use”, this revision was incorporated within the October, 2024 Text Amendments.
5. Section 13-15-2 indicates that each Planned Development (PD) shall be presented and reviewed on its own merits. As such, a new land use can be introduced into a zoning district through a PD if it is not currently permitted but the new use/project must still be reviewed on a case-by-case basis and provide tangible benefits to the community.
6. A separate neighborhood meeting is not required as part of the outreach for this project. The neighborhood meeting is an element of the Planned Development process outlined in Section 13-15-5.B.1d.
7. The O-3 District permits a floor area ratio (FAR) not to exceed 0.8. FAR compliance for the permanently enclosed outdoor dining will be determined after a final site plan and FAR calculations are submitted by the applicant. The enclosed outdoor dining would reduce the required front yard setback from 100’ to 87’.

Please see the narrative and project presentation slides provided by the applicant for additional information and background.

**Recommendation:**

Staff requests the Village Board discuss the concept and provide the applicant with direction as to if the use is appropriate in this location. Please provide comments, suggestions, and recommendations to the applicant concerning the proposed fitness studio use and the enclosed outdoor dining.

If the applicant decides to move forward with the project, the next step in the process is Village Board referral of the Planned Development to the Planning & Zoning Commission (P&Z) for public hearing, review and recommendation followed by.

**Attachments:**

1. Exhibits for PBR

Peter M. Friedman  
312-528-5192  
[peter.friedman@elrodfriedman.com](mailto:peter.friedman@elrodfriedman.com)

Kelsea Neal Nolot  
312.754.0617  
[kelsea.nolot@elrodfriedman.com](mailto:kelsea.nolot@elrodfriedman.com)

April 6, 2026

Village Board of Trustees  
Village of Oak Brook  
1200 Oak Brook Road  
Oak Brook, Illinois 60523

**Re: Consideration of Planned Development at 1301 West 22<sup>nd</sup> Street – OB22**

Dear President Herman and Village Board of Trustees:

Franklin Oak Brook 22, LLC (“**Applicant**”), as owner of the property commonly known as Oak Brook 22 (“**Subject Property**”), respectfully submits this proposed Planned Development for preliminary Board review, pursuant to Section 13-15-5, to facilitate strategic tenant improvements and site enhancements within the existing mixed-use development located at 1211-1315 West 22nd Street in Oak Brook, Illinois.

The Subject Property is located within the O-3 Office District (“**O3 District**”) and consists of a legacy mixed-use campus totaling approximately 400,000 square feet of office and retail space, supported by a 1,185-space structured parking facility. The property includes two 11-story office towers, connected by a ground-floor retail concourse/linkway. This application seeks approval of a Planned Development to:

- Allow a premier boutique fitness studio (Solidcore) within an existing ground-floor tenant space in the western tower; and
- Permit the construction of a permanent enclosed indoor/outdoor dining structure associated with the existing restaurant tenant, replacing the current seasonal outdoor patio within the same footprint.

In addition, the Planned Development will establish relief from certain zoning requirements, including setbacks, parking, and floor area ratio (“**FAR**”), to accommodate these improvements.

**PROPERTY CONTEXT AND EXISTING CONDITIONS**

The Subject Property occupies a highly visible and prominent location at the corner of 22nd Street and Spring Road, adjacent to the I-88 interchange and directly across from Oakbrook Center Mall. This positioning provides exceptional regional accessibility and visibility, reinforcing the Property’s role as a landmark within the Oak Brook commercial corridor.

Oak Brook 22 has long functioned as a premier office destination complemented by ground-floor retail and dining uses. Recent reinvestment in the property, including the opening of a new upscale restaurant in December 2025, reflects a broader evolution toward a more activated, mixed-use environment that aligns with contemporary market expectations.

## **PROJECT COMPONENTS**

### **1. Solidcore Fitness Studio**

The Applicant proposes to lease approximately 3,082-square-feet of currently vacant ground-floor retail space in the western tower to Solidcore, a boutique fitness operator offering small-group, reservation-based, instructor-led classes. Solidcore's operations are characterized by:

- Scheduled class times with controlled occupancy
- Limited class sizes (approximately 17 participants per session)
- Minimal reliance on walk-in traffic
- High turnover throughout the day, distributing parking demand

While fitness studios are not currently permitted or listed as a special use within the O3 District, the proposed use represents a modern evolution of ground-floor activation that is increasingly common in mixed-use office environments. The introduction of a high-quality fitness operator is expected to:

- Enhance tenant amenities for office users
- Increase daily foot traffic within the building
- Support adjacent retail and restaurant uses
- Improve overall property competitiveness in the regional office market

### **2. Enclosed Indoor/Outdoor Dining Structure at STK**

The Applicant also proposes to construct a permanent enclosed dining structure for the existing restaurant tenant, located in the same footprint as the current outdoor patio. The proposed improvements will:

- Convert the existing seasonal patio into a year-round dining environment
- Maintain the established outdoor dining footprint with no expansion beyond current limits
- Provide flexibility for both regular dining and private events
- Enhance the overall dining experience and viability of the restaurant

This improvement responds directly to market demand for all-season dining accommodations and supports the long-term success of the restaurant tenant, which is a key component of the property's mixed-use character and will enhance this tax-generating use in the Village.

## **ZONING RELIEF AND PLANNED DEVELOPMENT JUSTIFICATION**

To accommodate the proposed improvements, the Applicant requests approval of a Planned Development that includes standard variations from the underlying O3 zoning requirements, including:

- A fitness facility as a permitted use in a planned development.
- A reduction of the front yard setback requirement from 100 feet to 87 feet, to allow for development of a permanent enclosure of the existing patio, but within its current footprint.
- A reduction of the FAR may be required from the existing .08 depending on final calculations and staff confirmation, to facilitate enclosure of the previously unenclosed patio space.

The Planned Development framework is appropriate in this instance because:

- The Subject Property already functions as an integrated mixed-use campus
- The proposed modifications are limited in scope and occur within an existing developed site
- The requests reflect adaptive reuse rather than new ground-up development
- The improvements enhance, rather than alter, the overall character of the property

### **PARKING AND CIRCULATION**

The Subject Property is supported by a structured parking facility containing approximately 1,185 spaces, designed to accommodate office, retail, and restaurant users through a shared parking model. The proposed uses will not create adverse parking impacts due to:

- Offset peak demand periods (office vs. fitness vs. dining)
- Scheduled class formats at the fitness studio
- Existing surplus parking capacity during non-peak office hours

### **STREAMLINED APPROVAL PROCESS**

Because both proposed tenant improvements require zoning relief, Village staff recommended the use of a Planned Development to consolidate approvals into a single, coordinated process.

This approach provides several benefits:

- Eliminates duplicative review procedures
- Ensures consistent evaluation of impacts across the entire property
- Establishes a clear regulatory framework for current and future tenants

The Applicant acknowledges that:

- Future tenants will be required to comply with the approved Planned Development and underlying zoning district; and
- Any major deviations will require further review and approval by the Village, including potential amendments to the Planned Development, as may be required by the Village Code.

## **CONSISTENCY WITH VILLAGE OBJECTIVES**

The proposed Planned Development advances several key planning objectives of the Village of Oak Brook, including:

- Supporting reinvestment in existing commercial properties
- Encouraging high-quality dining and lifestyle amenities
- Enhancing the viability of office developments through mixed-use activation
- Promoting efficient land use through adaptive reuse

The project represents a thoughtful evolution of an established property, ensuring its continued relevance in a changing market while maintaining compatibility with surrounding uses.

## **CONCLUSION**

The Applicant respectfully requests approval of the Planned Development to allow for the introduction of a boutique fitness studio and the enhancement of an existing restaurant through a permanent enclosed dining structure. These improvements will:

- Strengthen the economic vitality of the Subject Property
- Enhance the experience for tenants, visitors, and the broader community
- Reinforce Oak Brook 22's position as a premier mixed-use destination

Thank you for the opportunity to present this critically important piece of the Oak Brook 22 development to the Village Board for preliminary review at the Board's April 14, 2026 meeting. We are prepared to present the proposed planned development for Oak Brook 22 to the Village Board and to address any questions, comments, or concerns that Board members may have.

Sincerely,

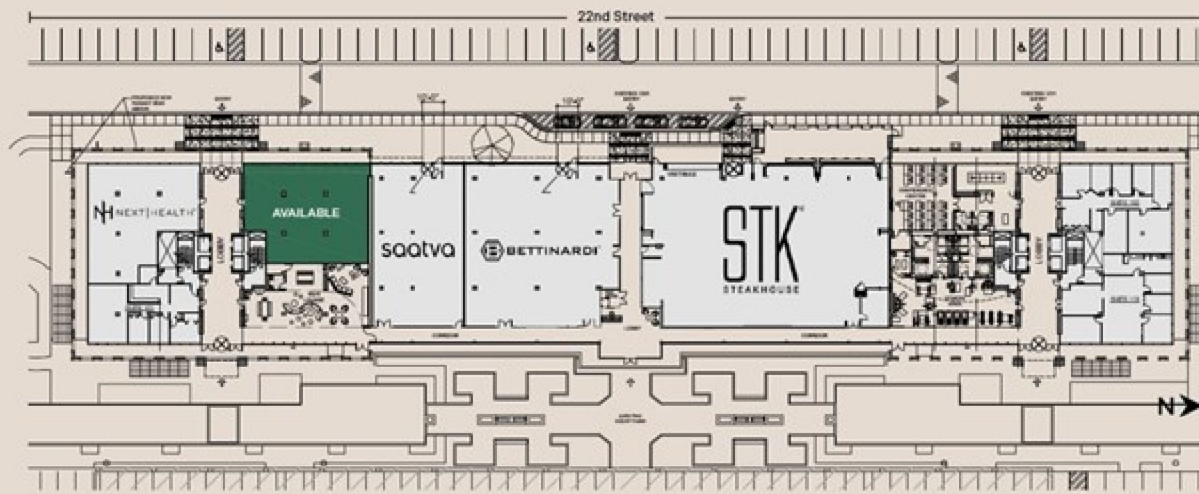


Peter M. Friedman



# FLOOR PLAN

■ Available - 3,082 SF



  
**1,185**  
Parking Stalls

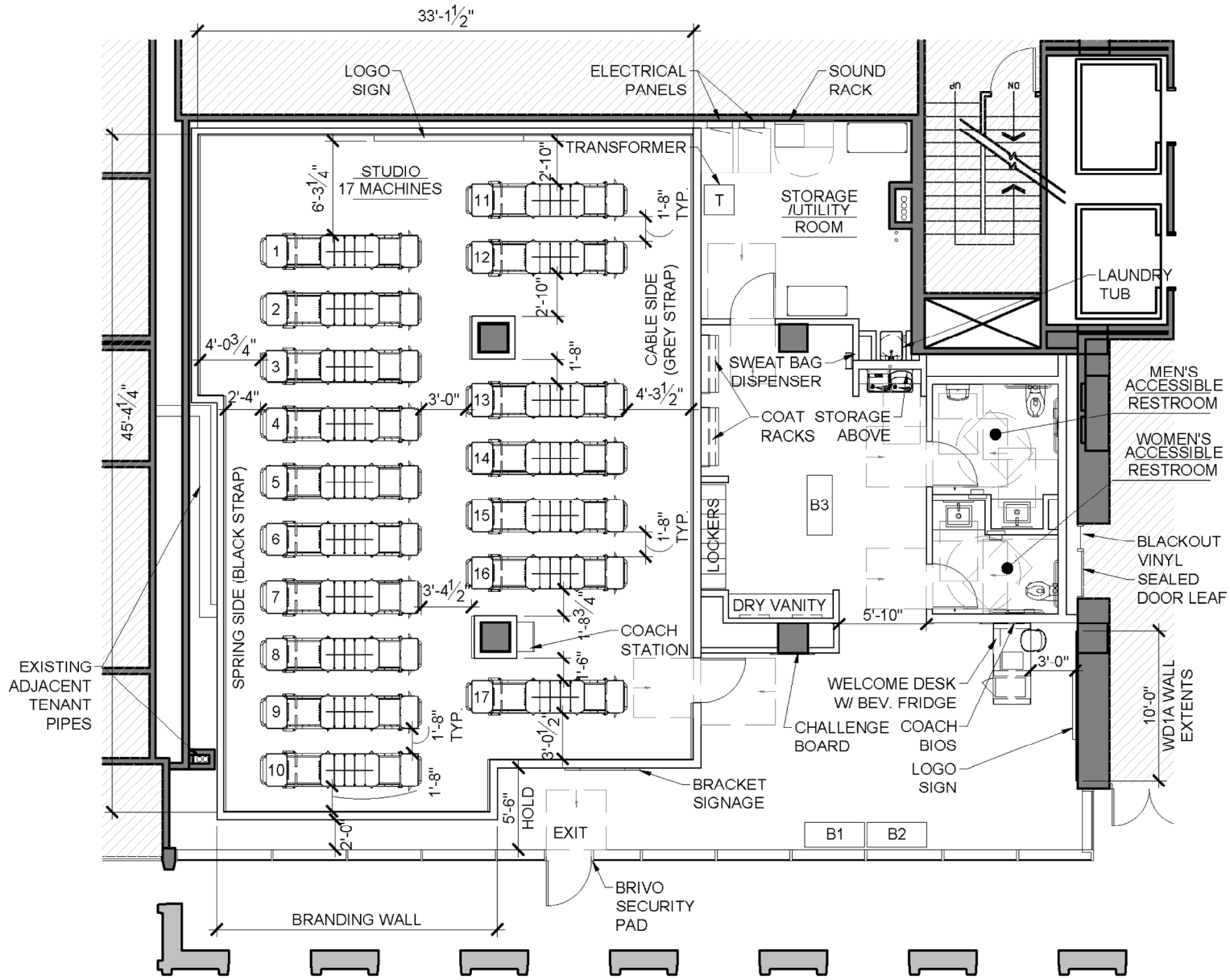
  
Across from  
**Oakbrook Center Mall**

  
**160,500** Average  
Daily Vehicles along I-88

**29,900** Average  
Daily Vehicles along 22nd St.







**LEGEND**

- EXISTING PARTITION
- NEW PARTITION
- ▨ NOT IN CONTRACT (N)

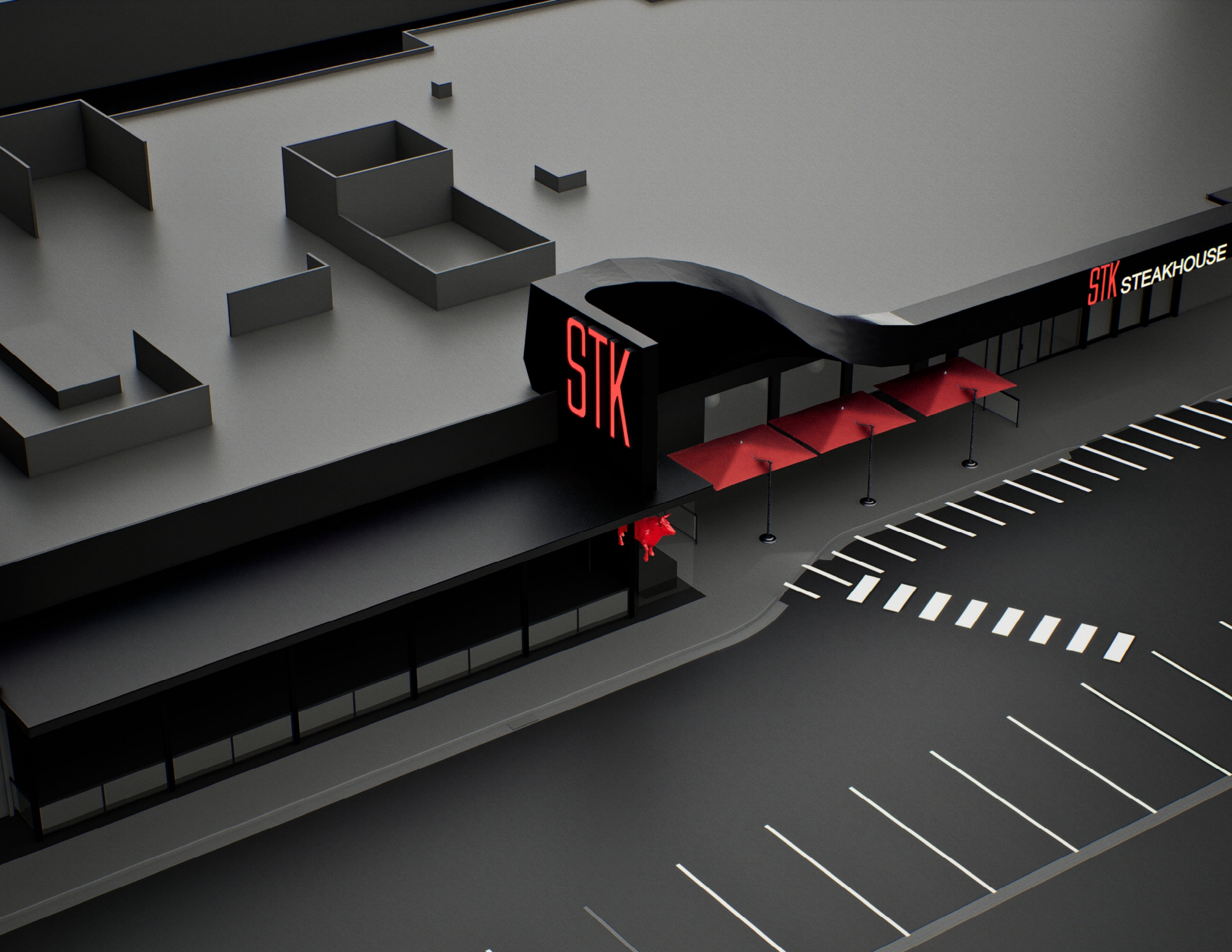
SQ. FOOTAGE CALCULATION

+/-3,082 RSF

**01 FLOOR PLAN**  
 1/8" = 1'-0"

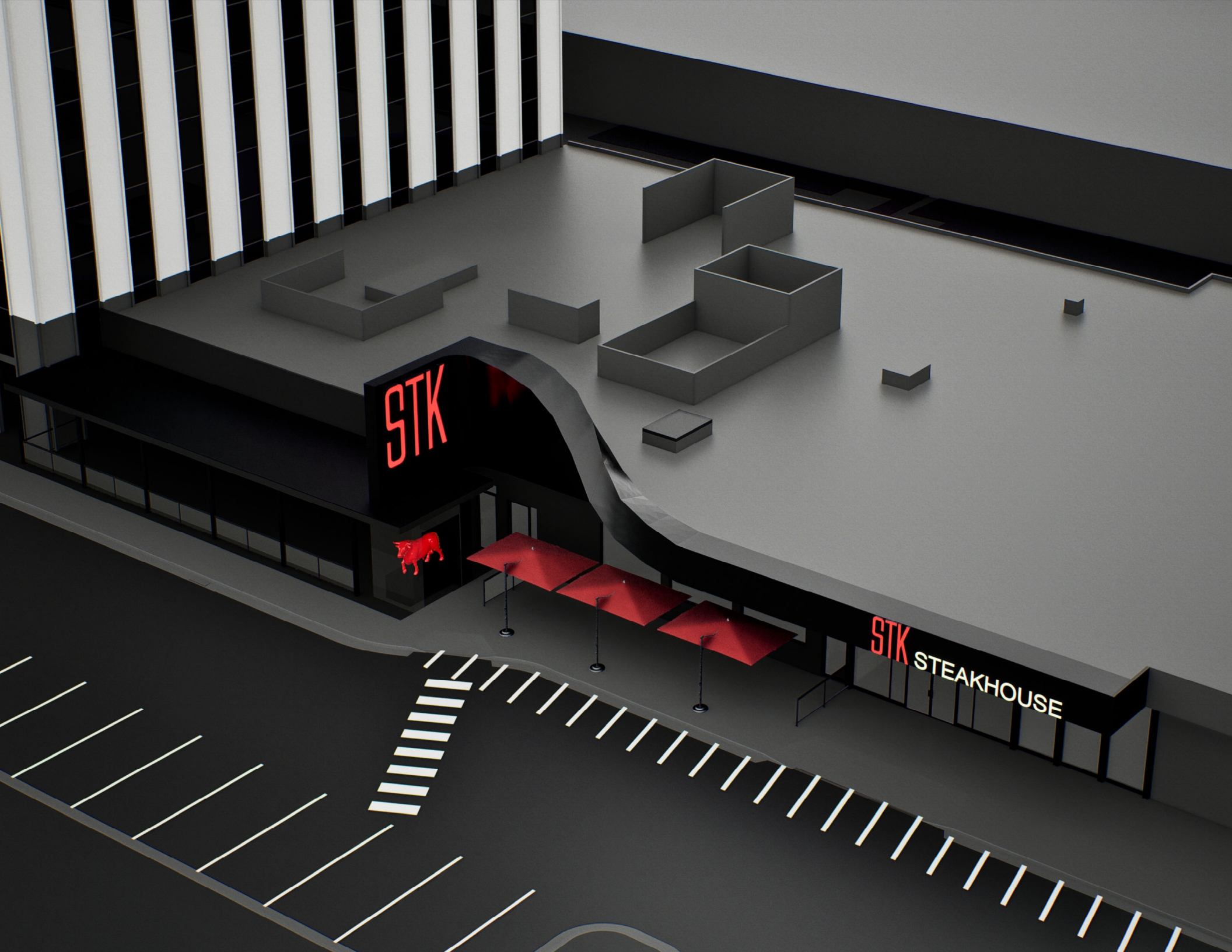
STK





STK

STK STEAKHOUSE



STK



STK STEAKHOUSE



**ITEM 5.B.**  
BOARD OF TRUSTEES MEETING  
SAMUEL E. DEAN BOARD ROOM  
BUTLER GOVERNMENT CENTER  
1200 OAK BROOK ROAD  
OAK BROOK, ILLINOIS  
630-368-5000

**AGENDA ITEM**  
Board of Trustees Regular Meeting  
of  
April 14, 2026

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**SUBJECT:** Regular Executive Meeting Minutes of January 13, 2026

**FROM:** Netasha Scarpiniti, Clerk

**BUDGET SOURCE/BUDGET IMPACT:** N/A

**RECOMMENDED MOTION:** I move that the Village Board approve the Executive Meeting Minutes of January 13, 2026.

**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 have not been released to the public. At this time, the Executive Minutes of January 13, 2026, are ready to be approved as written on April 14, 2026, but are not ready to be released to the Public. This set of minutes was distributed at the March 24, 2026, executive session meeting, where there was a consensus to bring them to the open session for approval.

**Recommendation:**

Staff recommends that the Village Board approve the Executive Meeting Minutes of January 13, 2026.

**Attachments:**

None



**ITEM 5.C.**  
BOARD OF TRUSTEES MEETING  
SAMUEL E. DEAN BOARD ROOM  
BUTLER GOVERNMENT CENTER  
1200 OAK BROOK ROAD  
OAK BROOK, ILLINOIS  
630-368-5000

**AGENDA ITEM**  
Board of Trustees Regular Meeting  
of  
April 14, 2026

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**SUBJECT:** Regular Executive Meeting Minutes of January 27, 2026

**FROM:** Netasha Scarpiniti, Clerk

**BUDGET SOURCE/BUDGET IMPACT:** N/A

**RECOMMENDED MOTION:** I move that the Village Board approve the Executive Meeting Minutes of January 27, 2026.

**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 January 27, 2026, are ready to be approved as written on April 14, 2026 but are not ready to be released to the Public. This set of minutes was distributed at the March 24, 2026, executive session meeting, where there was a consensus to bring them to the open session for approval.

**Recommendation:**

Staff recommends that the Village Board approve the Executive Meeting Minutes of January 27, 2026.

**Attachments:**

None



**ITEM 6.A.1.b.**  
BOARD OF TRUSTEES MEETING  
SAMUEL E. DEAN BOARD ROOM  
BUTLER GOVERNMENT CENTER  
1200 OAK BROOK ROAD  
OAK BROOK, ILLINOIS  
630-368-5000

**AGENDA ITEM**  
Board of Trustees Regular Meeting  
of  
April 14, 2026

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**SUBJECT:**

**FROM:**

**BUDGET SOURCE/BUDGET IMPACT:**

**RECOMMENDED MOTION:**

**Background/History:**

**Recommendation:**

**Attachments:**

None

Approval for Payroll Paydate: 04/02/26

**Total Gross Payroll** \$ **678,801.78**

**Employee Deductions:**

Illinois Municipal Retirement Fund	\$	15,746.46
Police Pension Fund	\$	19,988.04
Fire Pension Fund	\$	13,688.68
Federal Tax Withholding	\$	72,650.88
State Tax Withholding	\$	28,601.08
Social Security and Medicare	\$	26,272.21
ICMA/NACO/457	\$	30,115.64
Court Orders	\$	530.00
Insurance Contributions*	\$	26,375.27
Aflac Contributions	\$	847.74
Mo Vol Life	\$	537.28
Police Union Dues	\$	1,728.00
Fire Union Dues	\$	1,594.98
Public Works Union Dues	\$	1,124.03
125-Medical/Dependent Care	\$	2,292.28

**Total Employee Deductions** 242,092.57

**Net Payroll** \$ **436,709.21**

**Village Expenses:**

Police Pension	\$	83,602.79
Fire Pension	\$	80,278.59
IMRF Pension	\$	23,675.70
Insurance Contributions*	\$	101,936.47
Social Security and Medicare	\$	26,272.21

**Total Village Expenses** 315,765.76

**Total Payroll (Gross Payroll plus Village Expenses)** \$ 994,567.54

\*Includes Health Savings Account (HSA) Contributions

Payroll Date: 04/02/26

Employee Deductions	Pension	Salary by Pension	Percent of
	Deduction	Plan	Pensionable Salary**
Police	\$ 19,988.04	\$ 201,695.50	9.910%
Fire	13,688.68	144,776.62	9.455%
IMRF	11,029.04	245,090.05	4.500%
Non-Pensionable	-	-	0.000%
	<u>\$ 44,705.76</u>	<u>\$ 591,562.17</u>	

Village Payment into Pensions	Village	Percent of Payroll*	Percent "Match" of what Employee Contributes
	Contribution		
Police	\$ 83,602.79	41.45%	418.3%
Fire	80,278.59	55.45%	586.5%
IMRF	23,675.70	9.66%	214.7%
	<u>\$ 187,557.08</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.

## **2026 Arbor Day Proclamation**

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

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

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

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

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

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

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

*WHEREAS, the Village of Oak Brook will plant a tree on this Arbor Day at the northwest side of Oak Brook Golf Course parking lot area as a service and commitment to our community; and*

*NOW, THEREFORE, BE RESOLVED, that I Laurence E. Herman, President of the Village of Oak Brook do hereby proclaim April 24, 2026 as Arbor Day in the Village of Oak Brook, IL, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, in the observance of this day by planting trees, participating in tree planting activities, and promoting environmental stewardship within our community.*

*In Witness Whereof, I have hereunto set my hand and seal this 14<sup>th</sup> day of April 2026.*

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Laurence E. Herman  
Village President  
Oak Brook, Illinois

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Netasha Scarpiniti  
Village Clerk  
Oak Brook, Illinois



**ITEM 8.A.1.**  
BOARD OF TRUSTEES MEETING  
SAMUEL E. DEAN BOARD ROOM  
BUTLER GOVERNMENT CENTER  
1200 OAK BROOK ROAD  
OAK BROOK, ILLINOIS  
630-368-5000

## **AGENDA ITEM**

Board of Trustees Regular Meeting  
of  
April 14, 2026

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**SUBJECT:** Award of Contract - 2026 Sports Core Commodities  
**FROM:** Rania Serences, Purchasing and Budgeting Coordinator  
Art Segura, Sports Core Director

**BUDGET SOURCE/BUDGET IMPACT:** Program #813, #816, #832, and #834 (Sports Core) — \$196,312.00 is budgeted across various accounts within the Sports Core Maintenance Operation.

**RECOMMENDED MOTION:** I move that the Village Board approve Resolution R-2356, A Resolution authorizing the Purchase of Commodities for the Sports Core to the following five (5) companies: Advanced Turf Solutions, Inc., Fishers, Indiana, BTSI, Frankfort, Illinois, C.R. Peterson, Inc., Lake Zurich, Illinois, Masterblend International, LLC., Morris, Illinois, SiteOne Landscape Supply, Cleveland, Ohio; based on the unit prices submitted by the responsible bidders who submitted the lowest responsive bids, as indicated on the attached tabulation. Each recommended bid is indicated in bold on the tabulation.

### **Background/History:**

Staff posted the Sports Core Commodities bid package on the Village's eProcurement platform, OpenGov, on Thursday, March 5, 2026. Thirty-nine (39) vendors downloaded the bid package, and eight (8) vendors registered to bid on the commodities. Of those eight (8) vendors, five (5) vendors submitted sealed bids, which were publicly opened on Wednesday, March 18, 2026 (see attached bid tabulation).

As indicated on the bid tabulation (far right column), we are recommending acceptance of the bid submitted for items #38 and #40, which is not the lowest submitted price, because the low bid submitted is not an acceptable substitution.

Contracts with these five (5) companies will operate as requirements contracts (standing purchase orders will be created, but orders will only be placed when and if the Sports Core has such needs). Bid prices are firm for the entire calendar year. There is no requirement that the Village purchase a set quantity (we retain the right to either increase or decrease quantities at our sole option). We also have the option to purchase the same items through other sources (e.g. in an emergency when an item is needed sooner

than it can be supplied by the low bidder).

**Recommendation:**

Staff recommends that the Village Board approve Resolution R-2356, awarding requirements contracts by issuing purchase orders to the following five (5) companies: Advanced Turf Solutions, Inc., BTSI, C.R. Peterson, Inc., Masterblend International, LLC, and SiteOne Landscape Supply.

**Attachments:**

1. 2026 Sport Core Commodities Res
2. Sport Core Commodities Final

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THE VILLAGE OF OAK BROOK  
COOK AND DUPAGE COUNTIES, ILLINOIS

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RESOLUTION  
2026-SC-GLF-PG-R-2356

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A RESOLUTION AUTHORIZING THE PURCHASE OF COMMODITIES  
FOR THE SPORTS CORE

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

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

Village Board

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Published in pamphlet form by authority of the  
President and the Board of Trustees of the Village of Oak Brook  
on this 14<sup>th</sup> day of April 2026

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**RESOLUTION 2026-SC-GLF-PG-R-2356**  
**A RESOLUTION AUTHORIZING THE PURCHASE OF COMMODITIES**  
**FOR THE VILLAGE OF OAK BROOK SPORTS CORE**

WHEREAS, the Village operates and maintains the Oak Brook Golf Course, Tennis Courts, and Soccer Fields located in the Sports Core and

WHEREAS, the Village Board of Trustees has budgeted \$196,312 in various accounts to purchase various supplies and equipment to maintain the Sports Core, such as grass seed, fertilizer, herbicides, and other items ("**Sports Core Commodities**"); and

WHEREAS, on March 5, 2026, the Village sought bids for Sports Core Commodities ("**Request for Bids**"); and

WHEREAS, in the Village's Request for Bids, the Village reserved the right to split the award of contracts for Sports Core Commodities between different vendors in order to receive the most advantageous pricing from the lowest price bidders for each of the Sports Core Commodities; and

WHEREAS, on March 18, 2026, the Village opened 5 (five) bids to provide the Village with Sports Core Commodities; and

WHEREAS, the lowest price bidder for two (2) of the Sports Core Commodities proposed providing the Village substitute commodities that do not adequately satisfy the Village's needs; and

WHEREAS, the Village has determined that: (1) Advanced Turf Solutions, Inc., of Fishers, Indiana; (2) BTSI, of Frankfort, Illinois; (3) C.R. Peterson, Inc., of Lake Zurich, Illinois; (4) Masterblend International, LLC., of Morris, Illinois; (5) SiteOne Landscape Supply Company, of Cleveland, Ohio; (collectively, "**Vendors**") were the responsible bidders who submitted the lowest responsive bids for those respective Sports Core Commodities listed in the bid tabulation in **Exhibit A**, attached hereto and incorporated herein;

WHEREAS, the Village President and the Village Board of Trustees have determined that issuing purchase orders to the Vendors for the respective Sports Core Commodities described in Exhibit A will serve and be in the best interest of the Village;

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 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

The President and Board of Trustees shall, and do hereby, approve the purchase by the Village of Sports Core Commodities from the Vendors as specified in Exhibit A in a total aggregate amount not to exceed \$196,312.

## Section Three – Purchase Orders

The Village Board hereby authorizes and directs the Village Manager to execute and staff to issue purchase orders to the Vendors to effectuate the purchase approved by this Resolution.

## 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 Purchase Orders, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the Purchase Orders and of this resolution.

## 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 – Prevailing Wage Act

The successful proposer shall be required to comply with all of the terms and conditions of the Illinois Prevailing Wage Act, to the extent that it applies.

## Section Eight – Effective Date

This resolution shall be in full force and effect upon passage and approval in the manner 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.

APPROVED THIS 14<sup>th</sup> day of April 2026

\_\_\_\_\_  
LAURENCE E. HERMAN,  
Village President

PASSED THIS 14<sup>th</sup> day of April 2026

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstain: \_\_\_\_\_

Absent: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
NETASHA SCARPINITI,  
Village Clerk

**EXHIBIT A**  
**(BID TABULATION)**

2026 Golf Course Commodities Bid Tabulation

GOLF COURSE SUPPLIES				Advanced Turf Solutions	BTSI	CR Peterson, Inc	Masterblend International	SiteOne Landscape Supply	Exceptions
Item	Description	Quantity	Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	
1	Include Delivery, Prep, and Installation of Tennis Material on 8 Clay Tennis Courts With "Designer" Tennis Tape	22	Ton	No Bid	No Bid	\$1,120.00	No Bid	No Bid	
2	Seymour - Red (12/17 oz. cans per case)	10	Case	\$63.24	\$47.00	No Bid	No Bid	\$50.76	
3	Seymour - Yellow (12/17 oz. cans per case)	2	Case	\$63.24	\$47.00	No Bid	No Bid	\$50.76	
4	Seymour - White (12/17 oz. cans per case)	20	Case	\$63.24	\$47.00	No Bid	No Bid	\$50.76	
5	Seymour - Athletic White 12/17oz	10	Case	\$73.20	\$65.00	No Bid	No Bid	\$50.76	
SEED				Advanced Turf Solutions	BTSI	CR Peterson, Inc	Masterblend International	SiteOne Landscape Supply	Exceptions
Item	Description	Quantity	Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	
6	Penncross - Certified Penn Cross 2.0 Seed	15	Bucket (25 lb.)	\$207.75	\$250.00	No Bid	No Bid	\$243.90	
7	Crystal - Crystal Bluelinks Bentgrass	15	Bucket (25 lb.)	No Bid	\$274.00	No Bid	No Bid	\$267.50	
8	Remington Range - Certified Ryegrass Blend	150	Bag (50 lb.)	No Bid	\$112.00	No Bid	No Bid	No Bid	
9	Double Eagle - Certified Ryegrass Blend	50	Bag (50 lb.)	No Bid	No Bid	No Bid	No Bid	\$69.66	
10	Advanced - Bluegrass/Ryegrass 50/50	50	Bag (50 lb.)	\$115.50	No Bid	No Bid	No Bid	\$94.68	
11	Advanced - GLR Ryegrass	50	Bag (50 lb.)	\$97.50	No Bid	No Bid	No Bid	No Bid	
12	Advanced - RPR Ryegrass	50	Bag (50 lb.)	\$133.50	No Bid	No Bid	No Bid	No Bid	
PESTICIDES, MISCELLANEOUS CHEMICALS				Advanced Turf Solutions	BTSI	CR Peterson, Inc	Masterblend International	SiteOne Landscape Supply	Exceptions
Item	Description	Quantity	Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	
13	Chlorothalonil 720 - Fungicide (2x2.5 gal)	25	Case	\$108.37	\$144.00	No Bid	No Bid	\$150.48	
14	Tebuconazole - Fungicide (4x1 gal)	1	Case	\$220.00	\$190.00	No Bid	No Bid	\$200.60	
15	Exteris Stressguard - Fungicide (2x2.5 gal)	1	Case	\$740.00	No Bid	No Bid	No Bid	\$740.00	Tie
16	Banol - Fungicide (2x2.5 gal)	1	Case	\$2,610.02	No Bid	No Bid	No Bid	\$2,610.02	Tie
17	Signature Extra - Fungicide	1	Case	\$858.44	No Bid	No Bid	No Bid	\$858.44	Tie
18	Xzempler - Fungicide (2x114 fl. oz.)	1	Case	\$3,702.72	No Bid	No Bid	No Bid	\$3,702.72	Tie
19	Segway - Fungicide (39.2 oz)	1	Case	No Bid	\$450.00	No Bid	No Bid	\$450.00	Tie
20	Tourney - Fungicide (4x5 lbs. case)	1	Case	No Bid	\$2,940.00	No Bid	No Bid	\$3,543.20	
21	Velista - Fungicide (2x1 gal)	1	Case	No Bid	No Bid	No Bid	No Bid	\$1,782.00	
22	Dylox- Insecticide (50 lbs.)	1	Bag	No Bid	\$90.00	No Bid	No Bid	\$66.79	
23	Primo Maxx 1EC -Poa Annua Control (2x1 gal)	1	Case	No Bid	No Bid	No Bid	No Bid	\$640.00	
24	Proxy - Growth Retardant (2x2.5 gal)	2	Case	\$221.92	No Bid	No Bid	No Bid	\$164.94	
25	Legacy - Growth Retardant	1	Case	\$2,641.60	\$2,641.60	No Bid	No Bid	\$2,641.60	Tie
26	Atexzo - Insecticide	1	Case	No Bid	No Bid	No Bid	No Bid	\$3,750.00	
27	Cyanora - Insecticide (8 qt/case)	1	Case	No Bid	\$550.00	No Bid	No Bid	No Bid	
28	Pylex - Herbicide (2x8 oz)	1	16 oz.	\$1,664.00	No Bid	No Bid	No Bid	\$1,664.00	Tie
29	Confront -Herbicide (4x1 gal/case)	5	Case	\$686.24	No Bid	No Bid	No Bid	\$577.32	
30	SpeedZone - Herbicide (2x2.5 gal/case)	1	Case	\$475.00	\$475.00	No Bid	No Bid	\$475.00	Tie
31	Specicle - Herbicide	1	Case	No Bid	No Bid	No Bid	No Bid	\$467.02	
32	Q4 Plus - Herbicide (2x2.5 gal)	1	Case	\$735.00	\$735.00	No Bid	No Bid	\$735.00	Tie
33	Dimension 2EW - Pre-Emergent Herbicide 2.5g	1	2.5 Gal	\$643.63	No Bid	No Bid	No Bid	\$643.63	Tie
34	All Star - Herbicide (2x2.5gal)	1	Case	\$552.20	\$541.00	No Bid	No Bid	No Bid	
35	SureGuard - Herbicide	1	Case	No Bid	\$1,124.80	No Bid	No Bid	\$1,318.40	
36	Eliminate-D - Herbicide for Bentgrass	1	Case	No Bid	No Bid	No Bid	No Bid	\$340.44	
37	Optiwet - Optiwet max (2x2.5 gal)	10	Case	No Bid	\$350.00	No Bid	No Bid	No Bid	
38	TurfGold - ( 2x2.5 gal)	1	Case	No Bid	\$355.00	No Bid	No Bid	\$190.00	Does not meet specs
FERTILIZER				Advanced Turf Solutions	BTSI	CR Peterson, Inc	Masterblend International	SiteOne Landscape Supply	Exceptions
Item	Description	Quantity	Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	
39	Country Club - 0-0-24 MD	1	Bag (50 lb.)	No Bid	No Bid	No Bid	No Bid	No Bid	
40	Anderson - 18-9-18 Contec DG/Gen 3	100	Bag (40 lb.)	\$71.18	No Bid	No Bid	\$71.60	\$68.50	Does not meet specs
41	Lebanon Proscap - 24-0-8 40%PCU w/.067%Acelepryn/.167% Dimension	100	Bag (50 lb.)	No Bid	No Bid	No Bid	No Bid	\$70.25	
42	250	500	Bag (50 lb.)	No Bid	No Bid	No Bid	\$33.00	No Bid	
43	Tyler - 25-0-8 /.5 Barricade/sgn150/75%Surfn-3/Sop	200	Bag	No Bid	No Bid	No Bid	\$36.50	No Bid	
44	Tyler/Acelepryn/Dimension - 17-0-5/.067Acelepryn/.167 dimension	200	Bag	No Bid	No Bid	No Bid	\$73.97	No Bid	
GOLF COURSE SUPPLIES % OFF				Advanced Turf Solutions	BTSI	CR Peterson, Inc	Masterblend International	SiteOne Landscape Supply	Exceptions
Item	Description	Measure	Percentage	Percentage	Percentage	Percentage	Percentage	Percentage	
45	Variety of All Standard Products (est. qty of 3,500)	Variety	10.0%	20.0%	No Bid	No Bid	No Bid	10.0%	
46	Variety of All Par Aid Products (est. qty of 3,500)	Variety	10.0%	20.0%	No Bid	No Bid	No Bid	20.0%	Tie



**ITEM 8.A.2.**

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

**AGENDA ITEM**

Board of Trustees Regular Meeting  
of  
April 14, 2026

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**SUBJECT:** Outdoor Warning Siren Purchase, Replacement and Installation

**FROM:** Kevin Fleege, Fire Chief

**BUDGET SOURCE/BUDGET IMPACT:** Capital Budget 360-90400

**RECOMMENDED MOTION:** I move that the Village Board approve Resolution R-2357, a Resolution directing staff to issue a Purchase Order to Federal Signal Safety and Security Systems University Park, IL, for the purchase and installation of a new 2001-130 Federal Signal Outdoor Warning Siren for the cost of \$37,037.08.

**Background/History:**

For the last 33 years, the Village of Oak Brook has operated a Federal Signal outdoor warning siren system. The Village currently has five sirens in the system; one located at the entrance to Midwest Club on 31<sup>st</sup> St., one located near 22<sup>nd</sup> St. and Route 83, one located on North York Rd., one located at Spring Rd. and Madison St, and one at Route 83 and 35<sup>th</sup> St.

Two years ago, as the Emergency Management Coordinator and under the direction of Village Manager Summers, we had an objective of reviewing our outdoor warning siren system health and sound coverage. This review resulted in two main concerns in need of being addressed. First, our existing four sirens are all reaching their end of life of 35 years old. Second, we had a coverage gap in the south-central part of our community. In 2024, we installed the newest siren to address the coverage gap at Route 83 and 35<sup>th</sup> Street. In 2025, we replaced the siren located near the entrance to Midwest Club Parkway.

To address the remaining end of life concerns, staff has established an ongoing replacement plan, replacing one siren per year for the next three years. For 2026, staff is seeking the approval to issue a purchase order to Federal Signal Safety and Security Systems for the purchase and installation of a new Federal Signal outdoor warning siren to replace the least serviceable of the aging equipment located at 1915 York Rd. Once replaced, this siren will have a 30-35 year life expectancy.

\$38,000 was budgeted for this project in the FY2026 budget.

**Recommendation:**

Staff recommends the approval of Resolution R-2357 authorizing the purchase and installation of a new outdoor warning siren replacing the existing end of life equipment located at 1915 York Rd. in Oak Brook with delivery expected in 8 – 10 weeks.

**Attachments:**

1. 2026-FD-OUTDR-SIREN-CNTRCT-R-2357
2. SYSQ19488 - 1915 York Rd 2026

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THE VILLAGE OF OAK BROOK  
COOK AND DUPAGE COUNTIES, ILLINOIS

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RESOLUTION

NUMBER 2026-FD-OUTDR-SIREN-CNTRCT-R-2357

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A RESOLUTION  
AUTHORIZING AND APPROVING A PURCHASE ORDER FOR  
THE PURCHASE AND INSTALLATION OF A NEW 2001-130  
FEDERAL SIGNAL OUTDOOR WARNING SIREN

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

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

Village Board

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Published in pamphlet form by authority of the  
President and the Board of Trustees of the Village of Oak Brook  
on this the 14<sup>th</sup> day of April 2026

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RESOLUTION NO. 2026-FD-OUTDR-SIREN-CNTRCT-R-2357

A RESOLUTION  
AUTHORIZING AND APPROVING A PURCHASE ORDER FOR THE PURCHASE AND  
INSTALLATION OF A NEW 2001-130 FEDERAL SIGNAL OUTDOOR WARNING SIREN

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 currently has five sirens in the system; one located at the entrance to Midwest Club on 31st St., one located near 22nd St. and Route 83, one located on North York Rd., one located at Spring Rd. and Madison St. and one located at Route 83 and 35<sup>th</sup> St.;

WHEREAS, after review of the Village's warning siren system health and sound coverage, Staff determined equipment is reaching the end of its service life;

WHEREAS, Staff recommends the Corporate Authorities authorize and approve the purchase order for a new 2001-130 Federal Signal Outdoor Warning Siren at the cost of \$37,037.08.00, to replace existing, end of life equipment installed at 1915 York Rd., as detailed in the quote, attached hereto and incorporated herein as Exhibit A;

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

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

Section One – Recitals

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

Section Two – Approval

The Corporate Authorities hereby approves the Purchase Order, 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 the Purchase Order, 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 Purchase Order.

#### 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 Purchase Order, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the attached Purchase Order.

#### 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 14<sup>th</sup> day of April 2026

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

APPROVED THIS 14<sup>th</sup> day of April 2026.

\_\_\_\_\_  
LAURENCE E. HERMAN,  
Village President

ATTEST:

\_\_\_\_\_  
NETASHA SCARPINITI,  
Village Clerk

EXHIBIT A

Purchase Order

**Company:**  
**Village of Oak Brook**

 1200 Oak Brook Road  
 Oak Brook, IL 60523  
 USA

**To:**
**Kevin Fleege**  
 630-368-5204  
 kfleege@oak-brook.org

**Your Sales Rep:**
**Jeff Ryba, Sales**  
 Braniff Communications, Inc.  
 Phone 708-597-3200  
 jryba@braniffcomm.com

**Prepared By:**
**Jeff Ryba, Sales**  
 Braniff Communications, Inc.  
 Phone 708-597-3200  
 jryba@braniffcomm.com

**Notes:**

Replacement Warning Siren for 1915 York Road location.

Project Ref:

## 1915 York Rd Siren Replacement

		Terms	Ship Via	FOB	
		NET 30 With Account Approval	Will Call / Installer	Origin	
Line	Qty	Part Number	Description	Unit Price	Ext. Price
<b>NEW SIREN EQUIPMENT</b>					
1	1	2001-130	ELECTRO-MECHANICAL ROTATING SIREN, 130 DB(C) 800HZ	\$10,143.76	\$10,143.76
2	1	DCFCTBDH	MECHANICAL SIREN CONTROLLER, DC, 2-WAY DIGITAL, HIGH BAND	\$8,931.12	\$8,931.12
3	1	2001TRB	TRANSFORMER RECTIFIER PLUS	\$3,422.32	\$3,422.32
4	1	YAGI2	ANTENNA, 150-174 MHZ, VHF B	\$444.40	\$444.40
5	1	AMB-P	ANTENNA MOUNTING BRACKET, POLE	\$150.48	\$150.48
<b>INSTALLATION SERVICES</b>					
6	1	TK-IO-CUSTINS	INSTALLATION SERVICES, CUSTOM, INSTALLATION OF NEW SIREN EQUIPMENT ON A NEW 55' CLASS 2 TREATED TIMBER POLE INCLUDING RELATED INSTALLER PROVIDED MATERIAL AND HARDWARE. INCLUDES STANDARD DUTY BATTERIES AS WELL AS SIREN COMMISSIONING SERVICES.	\$11,200.00	\$11,200.00
7	1	TK-IO-CUSTINS	CUSTOM SERVICES, REMOVAL, HAUL-AWAY AND DISPOSAL OF EXISTING SIREN EQUIPMENT AND RELATED TIMBER POLE	\$2,745.00	\$2,745.00
8	1	TK-IO-CRTPAY-CU	ADMIN FEE-PREVAILING WAGE/CERTIFIED PAYROLL/DAVIS-BACON ACT.	\$0.00	\$0.00

**Lead Time:**

8 - 10 Week Lead Time, ARO.

SubTotal	<b>\$37,037.08</b>
Tax	
<b>Total USD</b>	<b>\$37,037.08</b>
Recurring Totals	<b>\$0.00</b>

This quotation is expressly subject to acceptance by Buyer of all terms stated on this and Federal Signal's terms of sale (available on request). Any exception to or modifications of such terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or office of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of Federal Signal's terms. Any such order shall be subject to acceptance by Seller in its discretion. Prices Subject To Change - Prices Based Upon Total Purchase - All Delivery, Training Or Consulting Services To Be Billed At Published Rates For Each Activity Involved. We Shall Not Be Liable For Any Loss Of Profits, Business, Goodwill, Data, Interruption Of Business, Nor For Incidental Or Consequential Merchantability Or Fitness Of Purpose, Damages Related To This Agreement.

Quote Approved By: \_\_\_\_\_

Closing Notes:

Taxes

Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the Goods or Services ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.

Cancellation Schedule - Material:

-Percentages shown are of total order value with weeks representing number of weeks from receipt of official order:

- 10% after 2 weeks.
- 20% after 4 weeks.
- 40% after 6 weeks.
- 80% after 8 weeks.

Cancellation Schedule - Services:

-If any cancellation of scheduled service visit occurs, Federal Signal reserves the right to impose cancellation charges as follows:

- Cancellation of visit within 7 days of mobilization - 50% of agreed upon labor and incurred expenses plus handling fee.
- Cancellation of visit within 2 days of mobilization - 100% of agreed upon labor and incurred expenses plus handling fee.

Delivery Schedule:

-From receipt of official purchase order, delivery is based upon the agreed upon schedule. Production does not commence until receipt of approved drawings to Code B(approved with comments)

Warranty/Guarantee:

Please see Federal Signal Limited Warranty Terms and Conditions document (attached)

Storage Charges:

-0.5% storage charge per month on total amount of invoice applies if product is not pickup/shipped within two weeks after signed FAT.

Quote Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

This quotation is expressly subject to acceptance by Buyer of all terms stated on this and Federal Signal's terms of sale (available on request). Any exception to or modifications of such terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or office of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of Federal Signal's terms. Any such order shall be subject to acceptance by Seller in its discretion. Prices Subject To Change - Prices Based Upon Total Purchase - All Delivery, Training Or Consulting Services To Be Billed At Published Rates For Each Activity Involved. We Shall Not Be Liable For Any Loss Of Profits, Business, Goodwill, Data, Interruption Of Business, Nor For Incidental Or Consequential Merchantability Or Fitness Of Purpose, Damages Related To This Agreement.

# 2001-130 Siren

## Features

- **130 dB(C) output**
- **Directional, rotating siren for maximum coverage**
- **Three distinct warning signals**
- **Full battery operation or battery back-up**
- **Maintenance-free sealed bearing motors**
- **Weather-resistant coating**
- **Ideal for outdoor warning**
- **5-year limited warranty**



The Federal Signal 2001-130 public siren is a high power, rotating, uni-directional outdoor warning siren that offers an anechoic certified signal strength of 130 dB(C) +/- 1 dB(C) at 100-ft. The high-decibel output provides maximum coverage with minimum installation cost. Radio activation can further minimize installation costs by eliminating the need for leased dedicated control lines.

The siren's projector produces a 60-degree projection of sound which rotates at 3 RPM and can produce three distinct warning signals: steady, wail and fast wail. The 2001-130 siren will supply a minimum of 15 minutes of full power output from its batteries after AC power loss. The siren controls are available with battery operation, AC operation, and AC operation with battery back-up, one-way and two-way radio control, wired or wireless ethernet, satellite/cellular or landline.

Ideally suited to provide warning for hazardous weather conditions, fires, floods, chemical spills and other types of emergencies, the 2001-130 siren is a perfect choice to protect any community.



**FEDERAL SIGNAL**  
Safety and Security Systems

*Advancing security and well being.*

# 2001-130 Siren

## Specifications

### Power Requirements\*

Siren Motor	48V (DC or full wave rectified AC) 110A (nom.)
Rotator Motor	48V (DC or full wave rectified AC) 1A (nom.)

### Wiring

Siren Motor	2 AWG
Rotator Motor	12 AWG

### Motor Type

Siren	Series wound DC 6 Hp
Rotator	Permanent magnet DC 1/8 Hp

### Signal Information

Signal	Frequency Range	Sweep Rate
Steady	790 Hz	N.A.
Wail	470-790 Hz	10 sec.
Fast Wail	600-790 Hz	3.5 sec.
Signal Duration	3min. std. (programmable)	
Signal Output (SPL)	130 dB(C) +/- 1 dB(C) at 100' (30.5 m) 6400 feet Effective Range at 70dBC	
Rotation	3 RPM	

### Dimensions

Height x Width x Depth	55" x 37" x 41" 140cm x 94cm x 10cm
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### Weight

Shipping Weight	450 lbs. (205 kg)
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### Environmental

Operating Temperature	-30°C to +60°C**
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\* Power requirements refer to the power supplied by the batteries or optional AC operation through 2001TRB.

\*\* The siren can operate throughout this temperature range provided that battery temperature is maintained at 18° C or higher.

### Ordering Information\*

Siren Motor	Rotating electro-mechanical Siren 130 dB(C) +/- 1dB(C), 48VDC, pole mount included
2001AC <sup>1</sup>	AC operated motor control, 208 or 220/240VAC (specify voltage) NEMA 3R control cabinet, two 48VDC contactors and transformer/rectifier, 182 lbs. 53 kg
2001DC <sup>1,2</sup>	120VAC motor control, NEMA 4 control cabinet, four chargers, two 48VDC contactors and NEMA 3R battery cabinet. 224 lbs. 102 kg

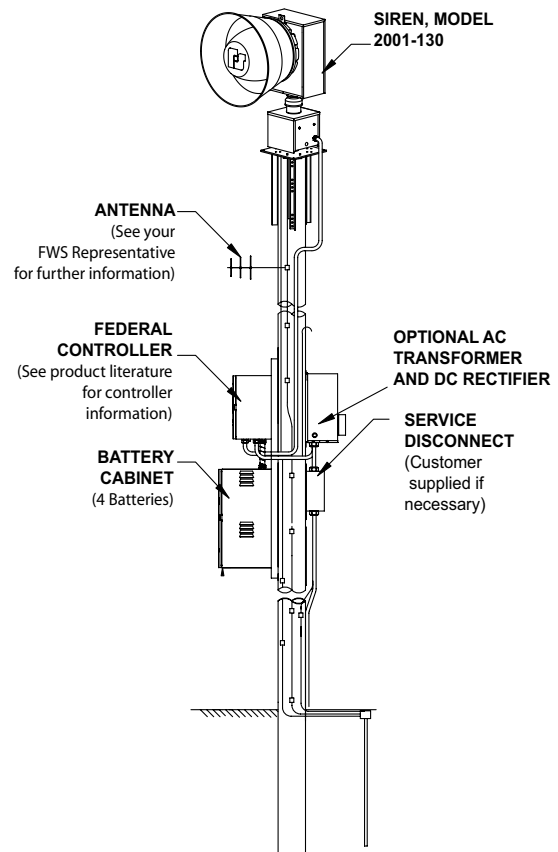
### Landline Option

2001HR	Rotator holding relay for use with external timer
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\* 2001-130 Siren requires a Federal Controller such as FC or DFCE (See controller product literature)

<sup>1</sup> For use with Electro-mechanical sirens. Antenna and cable are not included with any radio activation control and must be purchased separately. (See your sales representative)

<sup>2</sup> Batteries not included.



**FEDERAL SIGNAL**  
Safety and Security Systems  
*Advancing security and well being.*

# DCFCTBD DC Two-Way Digital Controller

## Features

- **Two-way siren controller for 48VDC sirens**
- **Two-way radio control and status monitoring**
- **AFSK two-way signaling format**
- **Simultaneous single-tone, two-tone sequential, and DTMF, EAS, and POCSAG decoding.**
- **Push buttons for local activation**
- **UL Listed for general signaling**



The Federal Signal DCFCTBD is a two-way digital, battery-operated status monitoring siren controller for use with the Federal Signal 2001-130 siren and Eclipse siren series. The controller interfaces with an off-the-shelf two-way radio transceiver and communicates to the base control via AFSK signaling. In addition to AFSK, the controllers will simultaneously decode any combination of single-tone, two-tone sequential, DTMF, POCSAG and EAS formats for activation. This makes the two-way controller compatible with virtually any existing siren control system.

All DCFCTBD models come equipped with four independent relay outputs that can be programmed to activate with various codes. There are four landline inputs and four local push buttons for activation, plus reset. Activation codes, relay timing, and optional warning sounds are programmed into the unit through a standard RS232 serial port or over-the-air from the central control point.

The DCFCTBD offers six user programmable functions in addition to the five pre-set functions: arm, disarm, report, growl test and master reset. The controller includes the necessary sensors and wiring to supply information on the following areas of operation: AC power status, communications status, low battery status, intrusion, siren activation, current intrusion, siren rotation and local activation.



*Advancing security and well being.*

# DCFCTBD DC Two-Way Digital Controller

## Specifications

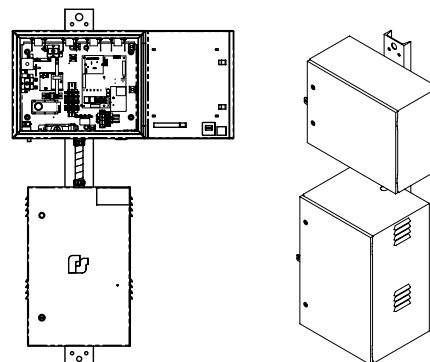
Electrical	
AC supply voltage	120 VAC @ 4.0 Amps
Current Draw	+/- 10%, 50/60 Hz, maximum standby current
Power Supply	6A @ 13.3VDC
Battery Backup	48VDC
Current Draw	< .2 Amps in standby
Serial Ports	
Serial Port Protocol	RS232C 1200, N, 8, 1
Transceiver	
Programmable Frequency	Power Out and Private Line options. For further details consult the Motorola® product Manual.
Signaling Format	
AFSK	1200 baud, MSK (Minimum Shift Key) modem type Useable decode sensitivity: 12dB SINAD (min.)
DTMF	3-12 standard DTMF characters
Two-Tone Sequential	
Frequency Range	282 Hz - 3000 Hz (non-CTCSS) 400 Hz - 3000 Hz (CTCSS)
Tone Timing	.5 sec - .25 sec min., 8 sec max
Intertone Gap	400ms (maximum)
Tone Accuracy	+/- 1.5%
Tone Spacing	5.0% preferred, 3% min.
Single Tone	
Frequency Range	282 Hz - 3000 Hz
Tone Timing	0.5 sec. - 8 sec maximum
Tone Accuracy	+/- 1.5%
Tone Spacing	5.0% preferred, 3% min.
EAS	Supports standard EAS codes and wildcards
POCSAG	Supports binary AFSK 512 Baud numeric messages.
Relay Outputs	
4 relay outputs	SPST
Contact Rating	(4 relays standard) 5A @ 28VDC – 5A @ 240VAC
Audio Output	
Output Voltage	>2V Peak to Peak
Maximum Load	8 Ohms
Total Harmonic Distortion	<10% @ 1kHz Sinewave
Environmental	
Operating Temperature	-30°C to 65°C

Controller Dimensions (with battery cabinet)	
HxWxD	62.5" x 23.5" x 16.94" 1588mm x 597mm x 430mm NEMA 4X Rated
Battery Cabinet Dimensions	
HxWxD	18" x 28" x 15.19" 457mm x 711mm x 386mm Vented NEMA 4X Rated
Shipping Weight	
Approx. Shipping Weight	300 lbs. (136.36 kg)
Actual Weight	234 lbs. (106.3 kg)
2001TR: AC Primary Operation	
Operating Voltage	208/220/240 VAC single phase
Current Requirements	30 Amps (approx.)
Dimensions	23"x11"x10" (584mm x 279mm x 254mm)
Product Weight	150 lbs. (68.2 kg)
Order information	
DCFCTBD <sup>1,2</sup>	Two-way Federal Controller
DCFCTBDH <sup>1,2</sup>	Two-way Federal Controller, high band 136-174 MHz
DCFCTBDU <sup>1,2</sup>	Two-way Federal Controller, UHF band 403-470 MHz
DCFCTBD-IP <sup>1,3</sup>	IP-enabled two-way electro-mechanical controller
Options	
FSPWARE	Federal Programming Software (Non-Digital Applications)
SFCDWARE	Federal Commander Digital Software (See literature for details)
Q-DC-IP <sup>1,3</sup>	Retrofit kit to upgrade existing controller to IP
ES-PROG-DTMF	Two-Way DTMF Programming

<sup>1</sup> For use with 2001-130 and Eclipse siren series.

<sup>2</sup> Antenna and cable are not included with radio activation control and must be ordered separately.

<sup>3</sup> Broadband radio and Codespear software sold separately.



**FEDERAL SIGNAL**  
Safety and Security Systems  
*Advancing security and well being.*



**TERMS AND CONDITIONS OF SALE (Goods and Services)**

Effective 2-20-2026

1. **DEFINITIONS.** In these Terms and Conditions of Sale, "Seller" means Federal Signal Corporation, including any division or subsidiary of Federal Signal Corporation; "Buyer" means the person or entity that placed the order or on whose behalf the order is placed; "Goods" means the goods identified in Seller's acknowledgment of Buyer's order; "Services" means the services identified in Seller's acknowledgment of Buyer's order; "Contract" means the written agreement (which shall include these Terms and Conditions) between Buyer and Seller for the supply of the Goods and/or provision of Services; and "Contract Price" means the price payable to Seller by Buyer for the Goods and/or Services.
2. **ORDERS; CONTRACT.** All orders must be in writing. Buyer understands and agrees that any order, upon Acceptance by Seller, shall be subject to these Terms and Conditions of Sale. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's order or in any other communication from Buyer to Seller, or any trade usage or course of dealing between Buyer and Seller, unless expressly agreed to in writing by Seller in Seller's acknowledgment of Buyer's order. If the details of the Goods or Services described in Seller's quotation differ from those set out in Seller's acknowledgment, the latter shall apply. Seller reserves the right to make minor modifications and/or improvements to the Goods before delivery provided that the performance of the Goods is not adversely affected and that neither the Contract Price nor the delivery date is affected.
3. **EFFECTIVE DATE; CANCELLATION.** The Contract shall become effective only upon the date of acceptance of Buyer's order by Seller's written acknowledgment or upon Seller's commencement of performance, whichever is first ("Acceptance"). Buyer may not cancel or change an order after Acceptance by Seller without the written consent of Seller. Notwithstanding the forgoing, Seller may, in its sole discretion, agree to a written request from Buyer for cancellation of an open order under the following conditions: Buyer shall be subject to cancellation charges equal to the greater of (i) 110% of the cost of work completed and/or custom materials purchased at the time the request is delivered, or (ii) a percentage of the canceled portion of the Contract calculated as follows:

10% - if cancelled more than 2 weeks from the Effective Date;  
20% - if cancelled more than 4 weeks from the Effective Date;  
40% - if cancelled more than 6 weeks from the Effective Date;  
80% - if cancelled more than 8 weeks from the Effective Date.

**Cancellation Schedule - Services:**

If services are cancelled within 1 week of the scheduled mobilization date; 110% of unrecoverable out-of-pocket costs + 50% of scheduled services will be charged.

If services are cancelled within 2 days of the scheduled mobilization date; 110% of unrecoverable out-of-pocket costs + 100% of scheduled services will be charged.

Notwithstanding anything to the contrary herein, any service and/or commissioning line items that remain open and unperformed for a period of twenty-four (24) months or more from the Effective Date or Issuance of Buyer's Order, whichever is first shall be deemed automatically cancelled without further notice or action by either party. Upon such automatic cancellation, Buyer shall remain liable for all costs and charges incurred by Seller up to the date of cancellation, including but not limited to unrecoverable out-of-pocket costs, work completed, and custom materials purchased.

4. **PRICE AND PAYMENT TERMS.** Unless previously withdrawn, Seller's quotation is open for acceptance within the period stated therein or, when no period is so stated, within thirty days after its date of issuance to Buyer. Prices are subject to increase by Seller based on Seller's prices in effect at the time of shipment in all instances where the specified shipment date is more than 30 days from the date of the order from Buyer. Unless otherwise specified in the Contract or Seller's applicable price list, prices are FOB Seller's point of shipment, and the terms of payment are NET 30 days from the date of invoice. Amounts not paid when due shall bear interest for each day after the due date calculated at the annual rate of 18% or the highest rate permitted by law, whichever is less. Freight, packing and handling will be charged at Seller's standard rates, which are available upon request by Buyer. If the Contract is for more than one unit of Goods, the Goods may be shipped in a single lot or in several lots at the discretion of Seller. In such event, each such shipment shall be paid separately and Buyer shall be responsible for all transportation charges. Seller may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. Payment by credit card may be subject to a service charge. If Buyer requires Seller to submit invoices through an electronic portal or other third-party invoicing platform, Buyer shall pay Seller a fee of \$150.00 per order.

5. TITLE; RISK OF LOSS. Title to, ownership of, and risk of loss or damage to the Goods shall pass to the Buyer, and Buyer shall be responsible for insurance of the Goods, upon delivery of the Goods to the carrier. Alternatively, if it is expressly stated in the Contract that Seller is to procure insurance for the Goods after delivery to the carrier, such insurance will be charged at the carrier's standard rates. "FOB" and any other delivery term used in the Contract shall be defined in accordance with the latest version of Incoterms. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.
6. TAXES. Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the Goods or Services ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.
7. DELIVERY; FORCE MAJEURE. Unless otherwise stated in Seller's quotation, all periods stated for delivery or completion run from the Effective Date and are to be treated as estimates only and are not guaranteed. If Seller is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Buyer or its agents, the delivery/completion period and the Contract Price shall both be adjusted as necessary. If delivery is delayed due to any act or omission of Buyer, or if having been notified that the Goods are ready for shipment, Buyer fails to take delivery or provide adequate shipping instructions, Seller shall be entitled to place the Goods into storage at Buyer's expense. Upon placing the Goods into storage, delivery shall be deemed to be complete, risk in the Goods shall pass to Buyer and Buyer shall pay Seller accordingly. The Contract (other than Buyer's obligation to pay all sums due to Seller in accordance with the Contract) shall be suspended, without liability, in the event and to the extent that its performance is prevented or delayed due to any circumstance beyond the reasonable control of the party affected, including but not limited to: Act of God, war, armed conflict or terrorist attack, riot, fire, explosion, accident, flood, disease, health epidemic or pandemic, sabotage; governmental decisions or actions (including but not limited to prohibition of exports or re-exports or the failure to grant or the revocation of applicable export licenses), or labor trouble, strike, lockout or injunction. Seller shall have no obligation to deliver any hardware, software, services or technology unless and until it has received any necessary licenses or authorizations or has qualified for general licenses or license exceptions under applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time (including without limitation those of the United States, the European Union and the jurisdiction in which Seller is established or from which the items are supplied). If for any reason any such licenses, authorizations or approvals are denied or revoked, or if there is a change in any such applicable laws, regulations, orders or requirements that would prohibit Seller from fulfilling the Contract, or would in the reasonable judgment of Seller otherwise expose Seller to a risk of liability under applicable laws, regulations, orders or requirements, Seller shall be relieved without liability of all obligations under the Contract.

If either party is delayed or prevented from performance of its obligations by reason of this clause for more than 180 consecutive calendar days, either party may terminate the then unperformed portion of the Contract by notice in writing given to the other party, without liability provided that Buyer shall be obliged to pay the reasonable cost and expense of any work in progress and to pay for all Goods delivered and Services performed as at the date of termination. Seller may deliver by installments, and each delivery shall constitute a separate Contract. Failure by Seller to deliver any one or more of the installments in accordance with their terms shall not entitle Buyer to terminate the whole Contract or treat it as repudiated.

8. INSPECTION. Buyer shall inspect the goods immediately upon the receipt thereof. All claims for shortfalls in quantity or for incorrect delivery or for any alleged defect in Seller's performance under this Contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within five days of Buyer's receipt of the Goods. Failure to make any such claim within said period shall constitute a waiver of such claim and an irrevocable acceptance of the Goods by Buyer.
9. DEDUCTIONS AND RETURNS. Buyer must contact the factory before returning any merchandise. Goods in new, unused and undamaged condition that are resalable as new products without modification or repackaging may be returned to Seller for credit only upon the Seller's prior written consent (such consent to be in the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking, freight, and handling charges. A Return Material Authorization (RMA) must be obtained before returning merchandise for credit. All returns are subject to inspection of merchandise and any defects in the units will be charged back to the Buyer at the cost of parts and labor. Credit deductions will not be honored unless covered by an RMA. Buyer assumes all risk of loss for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer's account.

10. LIMITED WARRANTY.

NOTICE: IF ANY GOODS, INCLUDING ANY COMPONENT PART OF ANY GOODS, OR SERVICES SOLD BY SELLER ARE ACCOMPANIED BY A SEPARATE MANUFACTURER'S WARRANTY COVERING SUCH GOODS OR SERVICES, THE TERMS OF SUCH WARRANTY, INCLUDING ALL LIMITATIONS OF SUCH WARRANTY, SHALL GOVERN THOSE GOODS OR SERVICES, AND ANY WARRANTY OF SELLER OTHERWISE APPLICABLE TO SUCH GOODS OR SERVICES SHALL NOT APPLY.

- A. Goods. Subject to the foregoing, Seller's limited warranty for any new Goods which are the subject of any Seller's acknowledgment of Buyer's order may be found at [www.fedsig.com/SSG-Warranty](http://www.fedsig.com/SSG-Warranty), or maybe obtained by writing to Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484; by email to [info@federalsignal.com](mailto:info@federalsignal.com); or by calling 708/534-3400.
- B. Services Seller warrants that Services provided by Seller will be performed with all reasonable skill, care and diligence and in accordance with standard industry practice. Seller will correct defects in Services provided by Seller and reported to Seller within ninety days after completion of such Services. Services corrected in accordance with this Section shall be subject to the foregoing warranty for an additional ninety days from the date of completion of correction of such Services.

11. REMEDIES AND LIMITATIONS OF LIABILITY. The remedies contained the preceding paragraph constitute the sole recourse against Seller for breach of any of Seller's obligations under the Contract, whether of warranty or otherwise. In no event shall Seller be liable for consequential damages nor shall Seller's liability on any claim for any direct, incidental, consequential or special damages arising out of or connected with the Contract or the manufacture, sale, delivery or use of the Goods or Services exceed the purchase price of the Goods or Services. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

12. LIMITED INDEMNITY AGAINST INFRINGEMENT. Seller shall, at its own expense, defend any litigation resulting from sale of the Goods to the extent that such litigation alleges that the Goods or any part thereof infringes any United States patent, copyright, or trademark, provided that such claim does not arise from the use of the Goods in combination with equipment or devices not made by Seller or from modification of the Goods, and further provided that Buyer notifies Seller immediately upon its obtaining notice of such impending claim and cooperates fully with Seller in preparing a defense. If Buyer provides to Seller the authority, assistance, and information Seller needs to defend or settle such claim, Seller shall pay any final award of damages in such suit and any expense Buyer incurs at Seller's written request, but Seller shall not be liable for a settlement made without its prior written consent. If the Goods are held to be infringing and the use thereof is enjoined, Seller shall, at its option, either (i) procure for the Buyer the right to use the Goods, (ii) replace the Goods with others which do not constitute infringement, or (iii) remove the infringing Goods and refund the payment(s) made therefor by Buyer. The foregoing states the Buyer's sole remedy for, and Seller's entire liability and responsibility for, infringement of any patent, trademark, or copyright relating to the Goods provided hereunder. THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

13. INTELLECTUAL PROPERTY RIGHTS. All drawings, data, designs, tooling, equipment, procedures, engineering changes, inventions, trade secrets, copyrights, mask works, source code, object code, patents, patent applications, know-how, computer and/or product software and all parts thereof, trademarks and all other information, technical or otherwise which was developed, made or supplied by or for Seller in the production of any Goods or Services sold hereunder will be and remain the sole property of Seller (or its licensors, if any). Buyer agrees not to reverse engineer any Goods purchased hereunder.

14. EXPORT REGULATIONS. Buyer agrees to comply fully with all laws and regulations concerning the export of goods from the United States, including, but not limited to Export Administration Rules ("EAR"), regulations of the Office of Foreign Asset Control ("OFAC"), International Traffic in Arms Regulations ("ITAR"), as well as Denial Order and Entry lists under EAR and Specially Designated Nationals and Blocked Persons list under OFAC regulations.

15. INSTALLATION. In those circumstances where Seller has agreed to install Goods for Buyer, the following provisions shall control:

- A. Responsibility. Installation shall be by Buyer unless otherwise specifically agreed to in writing by Seller.
- B. Receiving Product and Staging Location. Buyer is responsible to receive, store and protect all Goods intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.

- C. Installation Methods & Materials. Installation is based on methods and specifications intended to meet applicable safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.
  - D. Radio Frequency Interference. Seller is not responsible for RF transmission and reception affected by system interference beyond its control.
  - E. Installation Site Approval. Buyer must provide signed documentation to Seller, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that Seller is authorized to commence installation at the site designated by Buyer before Seller will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by Seller for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.
  - F. AC Power Hookup. Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by Seller.
  - G. Permits & Easements. Seller will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.
  - H. Soil Conditions Clause. In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, Seller will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if Seller cannot obtain approval in a timely manner.
  - I. Contaminated Sites. Seller is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. Seller will not knowingly approve installation at any site containing contaminants. Buyer must inform Seller when known or suspected soil contaminants exist at any intended installation site.
  - J. Site Cleanup. Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional site restoration quotes are available.
  - K. Waste Disposal. Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.
  - L. Work Hours. All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.
  - M. Project Reporting. Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.
  - N. Safety Requirements & Compliance. Seller requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of Seller equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.
16. ASSIGNMENT AND SUBCONTRACTING. Seller may assign its rights and obligations by giving Buyer written notice thereof but without being obligated to obtain Buyer's consent prior thereto. In the event of an assignment, Seller shall be discharged of any liability pursuant to those purchase orders which have been assigned or delegated. Customer may not assign its rights nor delegate its obligations under any or all of its purchase orders unless Seller's written consent is obtained prior thereto and any such assignment or delegation without such consent shall be void.

17. **DEFAULT, INSOLVENCY AND CANCELLATION.** Seller shall be entitled, without prejudice to any other rights it may have, to cancel the Contract immediately, in whole or in part, by notice in writing to Buyer, if (a) Buyer is in default of any of its obligations under the Contract and fails, within 20 (twenty) days of the date of Seller's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take and diligently continue action to remedy the default or (b) on the occurrence of an Insolvency Event in relation to Buyer. "Insolvency Event" in relation to Buyer means any of the following: (i) a meeting of creditors of Buyer being held or an arrangement or composition with or for the benefit of its creditors being proposed by or in relation to Buyer; (ii) a receiver, administrator or similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of Buyer; (iii) Buyer ceasing to carry on business or being unable to pay its debts; (iv) Buyer or its equity holders or the holder of a qualifying floating charge giving notice of their intention to appoint, or making an application to the court for the appointment of, an administrator; (v) a petition being presented (and not being discharged within 30 days) or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of Buyer; or (vi) the happening in relation to Buyer of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets. Seller shall be entitled to recover from Buyer or Buyer's representative all costs and damages incurred by Seller as a result of such default or cancellation, including all costs of collection and a reasonable allowance for overheads and profit (including but not limited to loss of prospective profits and overheads).
18. **SEVERABILITY.** If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.
19. **NO WAIVER.** No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing or performance, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.
20. **NOTICES.** All notices and claims in connection with the Contract must be in writing.
21. **INTEGRATION.** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions.
22. **GOVERNING LAW AND LIMITATIONS.** The formation and performance of the sales contract shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in these standard terms, the definition contained in said Uniform Commercial Code is to control. Any action by the Buyer for breach of the sales contract or any covenant or warranty contained herein must be commenced within one year after the cause of action accrued.
23. **U.N. CONVENTION.** Pursuant to Article 6 of the United Nations Convention on Contracts for the International Sale of Goods (the "UN Convention"), the Parties agree that the UN Convention shall not apply to this Agreement.



## LIMITED WARRANTY POLICY

### Effective January 19, 2026

Federal Signal Corporation ("Federal Signal"), subject to the terms, conditions and exceptions contained herein, warrants each NEW product to be free from defects in material and workmanship, under normal and proper use, care, maintenance and required service only. Start of Warranty, Warranty periods and exceptions to the foregoing Limited Warranty are contained on the Schedule of Products included in this document and are subject to change at the sole discretion of Federal Signal.

#### SPECIFIC EXCLUSIONS AND EXCEPTIONS

This Limited Warranty does NOT apply nor is it extended to products that are not manufactured by Federal Signal. These products may be covered by a separate limited warranty provided by the particular manufacturer, and all claims and questions regarding the same are to be directed to the particular manufacturer. Goods sourced by Seller from a third party for resale to Buyer shall carry only the warranty extended by the original manufacturer.

Domes, lenses, lamps, and batteries installed on Federal Signal products are specifically excluded. Repair or replacement of any product(s) or part(s) under this warranty does NOT extend the term of this warranty, and such product(s) or part(s) shall remain covered by the unexpired portion of the warranty period or for ninety (90) days from the date of return to Federal Signal, whichever is later. This limited warranty applies ONLY to the initial or first installation of the product. This limited warranty shall not apply to products (1) that have been subjected to neglect, abuse, misuse, improper installation, inadequate maintenance, or damage due to improper use of cleaning or cleaning materials or chemicals, or non-compliance with Federal Signal's storage, installation, operation, maintenance or environmental requirements; (2) that have undergone any modification or repair not previously authorized by Federal Signal in writing, or service, repair or modification by or from any facility other than an authorized Federal Signal service center or technician, or that use non-authorized software or spare or replacement parts; or (3) that fail due to reasonable and normal use or wear and tear, or materials made, furnished, or specified by the Buyer or end user.

During the specific warranty periods set forth below, Federal Signal will, at its sole option, repair or replace the product(s) or particular part(s) that are found to be defective in either material or workmanship or, in its sole discretion, refund the purchase price for such product(s) or part(s), which are returned or delivered, transport or shipping prepaid by the Buyer or end user, to either Federal Signal or its designated and authorized warranty service center. This limited warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product(s) or part(s), or labor charges for removal and re-installation of the product.

No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties, to extend the term or duration of this warranty, or to assume any other liability on behalf of Federal Signal in connection with the sale, servicing, or repair of any product manufactured by the Federal Signal.

Federal Signal reserves the right to make design changes and improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

The use in the product of any part other than parts approved by Federal Signal may invalidate this warranty. Federal Signal reserves the right to determine, in its sole discretion, if the use of non-approved parts invalidates this warranty.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND REGARDLESS OF ANY FAILURE OF ESSENTIAL PURPOSE. ALL OTHER WARRANTIES OF WHATSOEVER KIND AND NATURE, WHETHER EXISTING IN CONTRACT OR AT LAW, ARE HEREBY AND FOREVER DISCLAIMED. UNDER NO CIRCUMSTANCES WILL FEDERAL SIGNAL BE LIABLE OR RESPONSIBLE FOR SPECIAL, COMPENSATORY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS, LOST SALES, OR LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY BY OR THROUGH THE USE OF THE PRODUCT. FEDERAL SIGNAL'S SOLE AND MAXIMUM LIABILITY WITH RESPECT TO THE PRODUCT, OTHER THAN ITS OBLIGATIONS SET FORTH ABOVE, SHALL BE THE TOTAL PURCHASE PRICE PAID FOR THE PRODUCT.

**LIMITED WARRANTY — SCHEDULE OF PRODUCTS**
**Federal Signal Corporation – Public Safety Systems Division (Police, Fire/EMS, Work Truck)**

	Warranty Period for Parts replacement from the date of manufacture stamped on the product	Warranty period for Factory Labor from the date of delivery to the first user-purchaser
<b>STANDARD WARRANTY COVERAGE</b>		
<b>AUDIBLE</b>		
Speakers	2 years	1 year
Pathway™	5 years	5 years
Pathfinder®	5 years	5 years
<b>LED PRODUCTS</b>		
All LED (Light Emitting Diode) products unless otherwise noted	5 years	5 years
MicroPulse® LED lights (shipped prior to January 1, 2021)	3 years	3 years
MicroPulse® LED lights (shipped on or after January 1, 2021)	5 years	5 years
416300 Series (shipped prior to January 1, 2021)	3 years	3 years
416300 Series (shipped on or after January 1, 2021)	5 years	5 years
MB1 LED Message Board	3 years	3 years
Commander® Series Flex	3 years	3 years
4200S-A Perimeter Light	3 years	3 years
4200S/8200S SignalMaster™	3 years	3 years
SignalTech® Lights	3 years	3 years
ICON™ Series	3 years	3 years
Renegade LED	3 years	3 years
Firebolt LED Class 3	3 years	3 years
<b>OTHER PRODUCTS</b>		
Littlite® Map lights	5-year warranty on LED components Limited lifetime warranty on mechanical components	5-year warranty on LED components Limited lifetime warranty on mechanical components
Reverse Camera Systems	2 years	2 years
Stinger Spike Systems	5 years	5 years
DFC Series Push Bumper	3 years	3 years
FSLink® Programmer	1 year	1 year
Atkinson Dynamics® Intercoms	2 years	1 year
Switch Boxes SW200, SW300, SW400SS	3 years	3 years
Mounting Bar	3 years	3 years
Littlite Platform Series	3 years	3 years
Convergence Network Controllers & Relay Modules	3 years	3 years
FSDirect™ Control Module	5 years	5 years
Backup Alarms	3 years	3 years
Mounts, brackets, all other products not specifically listed below	3 years	3 years

NOTE: Domes, lenses, lamps, and batteries are NOT covered under warranty.

**LIMITED WARRANTY — SCHEDULE OF PRODUCTS**

<b>Federal Signal Corporation – Systems Division</b>	
<b>PRODUCT*</b>	<b>WARRANTY PERIOD FOR PARTS REPLACEMENT AND FACTORY PERFORMANCE LABOR**</b>
<b>MECHANICAL SIRENS</b>	
Mechanical Sirens	5 years parts and labor from date of delivery, return to factory for service
<b>ELECTRONIC SIRENS</b>	
MOD Series	2 years parts and labor from date of delivery, return to factory for service
DSA Series	
<b>CONTROLLERS</b>	
SS2000+	2 years parts and labor from date of delivery, return to factory for service
FC Series	
DC Series	
UltraVoice Series	
<b>SPEAKERS</b>	
Informers	1 year parts and labor from date of delivery, return to factory for service
IP Speakers	
100 W Speakers	
<b>ECHO INTERCOMS</b>	
ECHO Intercoms	5 years parts and labor from date of delivery, return to factory for service
<b>OEM PRODUCTS</b>	
PC Equipment	Federal Signal utilizes the original manufacturer’s warranty
Field Devices	
Batteries	
UPS Systems	
PABX Systems	
Base Stations	
Solar Equipment	
<b>PAGA</b>	
PAGA	18 months from shipment or 12 months from commissioning system field acceptance whichever is sooner covering parts and labor, return to factory for service
<b>SOFTWARE</b>	
Commander®	For more information, <a href="#">click here</a> to refer to the Commander End User License Agreement.
CommanderOne®	For more information, <a href="#">click here</a> to refer to the CommanderOne End User License Agreement.

Federal Signal offers extended warranties and software maintenance agreements – contact Federal Signal for further information.

\*Onsite services not included

\*\* Domes, lenses, lamps and batteries installed on Federal Signal products are specifically excluded

When Federal Signal has provided a turnkey installation including optimization and/or commissioning services, Federal Signal will provide onsite warranty service during the first 60-days after completion of the installation.

**LIMITED WARRANTY — SCHEDULE OF PRODUCTS**

Federal Signal Corporation – Signaling Division	
PRODUCT TYPE	WARRANTY PERIOD FOR PARTS REPAIR OR REPLACEMENT
<b>VISUAL SIGNALS</b>	
Battery Powered Lights	5 years parts and labor from date of delivery. Return to factory for service.
Incandescent Beacons	
LED Beacons	
Panel Mount Lights	
Status Indicators/Stack Lights	
Strobe Beacons	
<b>AUDIBLE DEVICES</b>	
Bells	5 years parts and labor from date of delivery. Return to factory for service.
Horns	
Intercoms (excludes Atkinson Dynamics®)	
Sirens (Model A, L, eSiren)	
Sounders	
Speakers	
<b>MISCELLANEOUS</b>	
Amplifiers	5 years parts and labor from date of delivery. Return to factory for service.
Audible/Visual Combination Signals	
Audible and Visual Accessories	
AudioMaster Products	
Audio Routers	
Extension Ringers	
Fire Alarms	
Initiating Devices	
Mounts and Brackets	
Power Supplies	
SelecTone® Tone Modules, Connector Kits, Controllers and Command Units	
<b>ATKINSON® DYNAMICS</b>	
Intercoms	2 years parts and labor from date of delivery. Return to factory for service.
Speakers	



**ITEM 8.A.3.**

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

**AGENDA ITEM**

Board of Trustees Regular Meeting  
of  
April 14, 2026

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**SUBJECT:** Resolution authorizing the purchase of one (1) Zoll X Series Advanced Cardiac Monitor/Defibrillator

**FROM:** Kevin Fleege, Fire Chief

**BUDGET SOURCE/BUDGET IMPACT:** 731-90200, \$47,591.34.

**RECOMMENDED MOTION:** I move that the Village Board approve RESOLUTION R-2358, a resolution approving the waiver of competitive bidding and authorizing the purchase of a cardiac monitor/defibrillator, directing staff to issue a purchase order to Zoll Medical Corporation, Chelmsford, MA, for the purchase of one (1) Zoll X Series Advanced Cardiac Monitor/Defibrillator and accessories for net amount after trade-in of \$47,591.34.

**Background/History:**

Cardiac monitoring, electrocardiogram (ECG) interpretation and the ability to quickly deliver a therapeutic dose of electrical current (defibrillation) to a life-threatening cardiac dysrhythmia is a fundamental Advanced Life Support (ALS) skill that is frequently used in the pre-hospital setting by paramedics. Effective cardiac monitoring of a potential cardiac patient's heart rhythm, the ability to detect changes that could be life-threatening, and the capability of providing early defibrillation are of the utmost importance toward a favorable outcome of a sudden cardiac related illness, heart attack or cardiac arrest.

Our paramedics are taught how to interpret and properly treat a wide variety of cardiac rhythms in an attempt to stabilize the patient prior to being transported to the hospital. Providing that level of care requires the use of very specialized equipment, such as our technically advanced monitor/defibrillators.

Zoll cardiac monitors/defibrillators are currently owned and operated by the department. They have been previously evaluated and compared against other manufactured models and brands, and are continuously determined to be a favored device providing extremely reliable, dependable and effective service with state-of-the-art functionality for not only Oak Brook, but also surrounding fire departments and hospitals. In our ability to provide the highest level of care, it is critical that we maintain similarity and functionality of our specialized equipment, thereby guaranteeing our personnel will be

knowledgeable and comfortable when operating on the scene of an emergency.

In addition to monitoring and defibrillation, the devices are also capable of transcutaneous pacing, measuring oxygen saturation (SpO2), carbon monoxide saturation (SpCO), end-tidal carbon monoxide (ETCO2), 12-Lead ECG, real BVM, temperature, and automatic blood pressure monitoring.

In 2022, the fire department did an extensive study into our cardiac monitor replacement plan and recommended, in the December 13, 2022 meeting, changing from a five-year replacement cycle to a seven-year replacement cycle. This new cycle demonstrates the best practices within the industry and maximizes the life span of the unit while it is still supported by the manufacturer for parts and repair. Based on the seven-year replacement cycle implemented in 2022, our cardiac monitor purchased in 2019 has reached its useful life span. As part of our ongoing commitment to the capital equipment improvement program, in conjunction with the recommendation of the product's manufacturer, advancements in the level of prescribed treatment and improvements in today's software and hardware components, it has become necessary for the replacement of the existing unit.

Staff is seeking to waive the formal bidding process as the Village of Oak Brook is a member of NPPGov (Member ID: M-5701111). NPPGov has already conducted the process with Zoll Medical Corporation, Contract #PS20200. Contract pricing is due to increase on June 1, 2026.

The fire department budgeted \$54,000 in the FY2026 budget and this pricing reflects a savings of \$6,408.66 from the budgeted pricing level.

**Recommendation:**

Staff recommends the approval of Resolution R-2358 authorizing the purchase of one (1) Zoll X Series Advanced Cardiac Monitor/Defibrillator with delivery expected within sixty days.

**Attachments:**

1. 2026-FD-PG-EQ-R-2358
2. Oak Brook Fire Department - Q-136227 - Version 1
3. ZOLL Factory Warranty
4. Extended Warranty Service\_Terms\_and\_Conditions-8-13-24 and Pricing

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**THE VILLAGE OF OAK BROOK**  
COOK AND DUPAGE COUNTIES, ILLINOIS

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**RESOLUTION**  
NUMBER 2026-FD-PG-EQ-R-2358

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**A RESOLUTION  
APPROVING THE WAIVER OF COMPETITIVE BIDDING AND  
AUTHORIZING THE PURCHASE OF A  
MONITOR/DEFIBRILLATORS**

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

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

Village Board

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Published in pamphlet form by authority of the  
President and the Board of Trustees of the Village of Oak Brook  
on the 14<sup>th</sup> day of April 2026

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RESOLUTION NO. 2026-FD-PG-EQ-R-2358

A RESOLUTION  
APPROVING THE WAIVER OF COMPETITIVE BIDDING AND AUTHORIZING THE  
PURCHASE OF A MONITOR/DEFIBRILLATORS

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, Zoll Medical Corporation (hereinafter referred to as "Company") offers purchase, lease, and exchange options for medical devices and supporting software for said devices;

WHEREAS, the Village Fire Department currently owns and operates cardiac monitors/defibrillator units manufactured by the Company, some of which are nearing the end of their useful life cycle;

WHEREAS, after review of the current cardiac monitor replacement plan, Staff is recommending a shift from a five-year replacement cycle to a seven-year replacement cycle to reflect common practices within the fire emergency service industry;

WHEREAS, adopting the updated replacement cycle necessitates the replacement of the Fire Department's cardiac monitor purchased in 2018;

WHEREAS, Company has prepared and submitted a proposal (Quote No: Q-136227) covering the purchase of one (1) Zoll X Series Advanced Cardiac Monitors/Defibrillator for a net cost of \$47,591.34 after credit for the trade-in of the 2019 monitor;

WHEREAS, staff recommends approval from the Corporate Authorities to purchase the medical equipment from Company for the reasons provided herein;

WHEREAS, the Village is interested in contracting with Company for the aforementioned purposes and as set forth in the Purchase Order, 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 issue the Purchase Order to 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 of Purchase

The Village hereby approves the issuance of the Purchase Order substantially in the form attached hereto and made a part hereof collectively as Exhibit A.

## Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute the Purchase Order, substantially in the form 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 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 Purchase Order, 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 14<sup>th</sup> day of April 2026.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

APPROVED THIS 14<sup>th</sup> day of April 2026.

\_\_\_\_\_  
LAURENCE E. HERMAN,  
Village President

ATTEST:

\_\_\_\_\_  
NETASHA SCARPINITI,  
Village Clerk

EXHIBIT A

[Purchase Order]



**ZOLL Medical Corporation**

269 Mill Road  
 Chelmsford, MA 01824-4105  
 Federal ID# 04-2711626

Phone: (800) 348-9011  
 Fax: (978) 421-0015  
 Email: esales@zoll.com

Quote No: Q-136227 Version: 1

Oak Brook Fire Department  
 1200 Oak Brook Rd  
 Oak Brook, IL 60523

ZOLL Customer No: 105223

Jeff Marciniak  
 (630) 706-4024  
 jmarciniak@oak-brook.org

Quote No: Q-136227  
 Version: 1

Issued Date: April 3, 2026  
 Expiration Date: June 30, 2026

Terms:

FOB: Destination  
 Freight: Free Freight

Prepared by: Kyle Sears  
 EMS Territory Manager  
 ksears@zoll.com  
 708-466-8172

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	CH-57475	601-2231212-01	<p><b>X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, Temp, NIBP, CPR Expansion Pack, Remote View</b></p> <p>Includes: TBI Dashboard, 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in ( 16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Operators Manual, Quick Reference Guide, and One (1)-year EMS warranty.</p> <p>Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 &amp; SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately • Two Temperature monitoring channels with digital displays. Temperature probes sold separately •</p>	1	\$57,930.00	\$47,502.60	\$47,502.60

**ZOLL Medical Corporation**269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Oak Brook Fire Department  
Quote No: Q-136227 Version: 1

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
2	CH-57475	8900-0402	CPR Stat-padz HVP Multi-Function CPR Electrodes - 1 pair	2	\$116.00	\$87.00	\$174.00
3	CH-57475	8300-000676	OneStep Cable, X Series	1	\$586.00	\$480.52	\$480.52
4	CH-57475	8009-0020	CPR-D-padz and CPR Stat Padz Connector	1	\$508.00	\$416.56	\$416.56
5	CH-57475	8900-000219-01	OneStep Pediatric CPR Electrode (1 pair)	2	\$122.00	\$100.04	\$200.08
6		8000-001128	AccuVent Sensors, Box of 10	1	\$821.00	\$821.00	\$821.00
7	CH-57475	REUSE-13-2MQ	Welch Allyn REUSE-13-2MQ Cuff, Thigh, 2-Tube, Twist Lock connector	1	\$65.00	\$58.50	\$58.50
8	CH-57475	REUSE-12-2MQ	Welch Allyn REUSE-12-2MQ Cuff, Lg Adult, 2-Tube, Twist Lock connector	1	\$42.00	\$37.80	\$37.80
9	CH-57475	REUSE-10-2MQ	Welch Allyn REUSE-10-2MQ Cuff, Small Adult, 2-Tube, Twist Lock connector	1	\$36.00	\$32.40	\$32.40
10	CH-57475	REUSE-09-2MQ	Welch Allyn REUSE-09-2MQ Cuff, Child, 2-Tube, Twist Lock connector	1	\$35.00	\$31.50	\$31.50
11	CH-57475	8000-0580-01	Six Hour Rechargeable, SurePower II Smart Battery	2	\$1,031.00	\$845.42	\$1,690.84
12	CH-57475	8000-000875-01	Paper, Thermal, BPA Free (Box of 6)	1	\$32.00	\$26.24	\$26.24
13	CH-57475	8707-000502-01	X Series Accessory Carry Case - Printer Chute with Single Zipper	1	\$683.00	\$0.00	\$0.00
14	CH-57475	8707-000503-01	X Series Clear Plastic Display Protector	1	\$50.00	\$41.00	\$41.00
15	CH-57475	8000-002005-01	Cable Sleeve, Propaq / X Series, ZOLL Blue	1	\$65.00	\$53.30	\$53.30
16		8000-000319	Metko Temperature Probe, Adapter/Extension, Reusable	1	\$20.00	\$20.00	\$20.00
17		8000-000318	Metko Temperature Probe, Skin, Disposable, Adult/Pediatric (Case of 50)	1	\$295.00	\$295.00	\$295.00
18	CH-57475	8000-000371	rainbow® DCI® SpO2/SpCO/SpMet Adult Reusable Sensor with connector (3 ft)	1	\$1,041.00	\$936.90	\$936.90
19	CH-57475	8000-001392	Masimo rainbow® RC-4 - 4FT, Reusable EMS Patient Cable	1	\$259.00	\$233.10	\$233.10



**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011  
Fax: (978) 421-0015  
Email: esales@zoll.com

Oak Brook Fire Department  
Quote No: Q-136227 Version: 1

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
20		8000-000315	<b>Metko Temperature Probe, Skin, Reusable, Adult</b>	1	\$40.00	\$40.00	\$40.00
21		6008-9901-61	<b>ZOLL X Series Trade In Allowance (EMS Group)</b> See Trade Unit Considerations.	1		(\$5,500.00)	(\$5,500.00)

Subtotal: \$47,591.34

**Total: \$47,591.34**

Contract Reference	Description
CH-57475	

Trade Unit Considerations
Trade-In values valid through June 30, 2026 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/terms-and-conditions-of-sale>, for software products can be found at <https://www.zoll.com/software-legal>, and for ExpertCare Service Plans can be found at <https://www.zoll.com/ExpertCare-Service-Terms>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on June 30, 2026. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to [esales@zoll.com](mailto:esales@zoll.com) or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL web store.



**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011  
Fax: (978) 421-0015  
Email: esales@zoll.com

Oak Brook Fire Department  
Quote No: Q-136227 Version: 1

**Order Information (to be completed by the customer)**

- Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)
- Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

- Yes      PO Number: \_\_\_\_\_      PO Amount: \_\_\_\_\_  
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)
- No      (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

**Oak Brook Fire Department**

Authorized Signature:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# SECTION 5

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## Product Warranty

**| Warranty Matrix**

## ZOLL LIMITED PRODUCT WARRANTY

ZOLL Medical Corporation (ZOLL) warrants to the customer that the product(s) purchased from ZOLL or its authorized dealers shall be free from defects in material and workmanship under normal use and maintenance conditions for the period of time set forth in the attached schedule. This warranty begins on the date of shipment from ZOLL's facility. During the applicable warranty period, ZOLL shall, at no cost to customer, either repair or replace (at ZOLL's sole discretion) any part of the product found to be defective in material or workmanship. If ZOLL's inspection detects no defects in material or workmanship, ZOLL's regular service charges shall apply. This warranty is not transferrable.

The foregoing warranty shall not apply if the defect, failure or other nonconformance of the product is caused by or attributable to: (i) any maintenance, repair or modification of the product by any party other than ZOLL or its authorized representatives, unless such modification is made with the prior written approval of ZOLL; (ii) use of the product with any associated or complementary equipment, accessory or software not supplied or qualified by ZOLL; (iii) any accident, negligence, misuse or accidental damage of the product; or (iv) use of the product in contradiction with applicable operating instructions or outside of the product's intended purpose, environment or setting. The foregoing warranty shall not apply to any equipment on which any original serial numbers have been removed or destroyed. The following are not covered under the warranty: (1) items subject to normal wear and burnout during use, including but not limited to, lamps, fuses, batteries, patient cables and accessories (except to the limited extent set forth in this warranty), and (2) software included as part of the equipment (including software embodied in read-only memory, known as "firmware").

ZOLL, in its sole discretion, will determine whether warranty service on the product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by ZOLL at the customer's facility or an authorized ZOLL facility during normal business hours. For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by ZOLL, freight prepaid. Products repaired or replaced under this warranty retain the remainder of the warranty period of the repaired or replaced product.

Repair or replacement constitutes the exclusive remedy of the customer and the exclusive liability of ZOLL for any breach of any warranty related to the equipment, accessories or electrodes supplied hereunder.

Products cannot be returned without approval from ZOLL. The serial number of the returned device and a description of the defect must be provided. ZOLL reserves the right to charge shipping fees on returned items if not covered by warranty.

THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ZOLL IS NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

# GLOBAL LIMITED PRODUCT WARRANTIES

PRODUCT	EMS		HOSPITAL		MILITARY/FEDERAL GOVERNMENT		PUBLIC SAFETY / ALTERNATE CARE	
	US & Canada	International	US & Canada	International	US & Canada	International	US & Canada	International
<b>MONITORS/ DEFIBRILLATORS</b>								
Zenix®	1 year	N/A	5 years	N/A	N/A	N/A	5 years	N/A
X Series®	1 year	1 year	5 years	1 year	5 years	1 year <sup>^</sup>	5 years	N/A
R Series®	N/A	N/A	5 years	3 years	5 years	3 years	5 years	N/A
Propaq®	1 year	1 year	5 years	1 year	5 years	1 year <sup>^</sup>	N/A	N/A
ZOLL M2®	N/A	3 years	N/A	3 years	N/A	N/A	N/A	N/A
<b>VENTILATORS</b>								
Z Vent®	1 year	1 year	1 year	1 year	5 years	N/A	1 year	N/A
EMV+®	1 year	1 year	1 year	1 year	5 years	1 year	1 year	N/A
330 Multifunction Aspirator	1 year	1 year	N/A	N/A	5 years	1 year	N/A	N/A
bellavista®	N/A	N/A	1 year*	2 years	1 year*	2 years	1 year*	2 years
3100	N/A	N/A	1 year	1 year	1 year	2 years	N/A	N/A
LTV®	1 year**	1 year**	1 year**	1 year**	1 year**	2 years**	1 year**	1 year**
fabian®	N/A	N/A	2 years***	2 years	2 years***	2 years	N/A	N/A
<b>MECHANICAL CPR</b>								
AutoPulse®	1 year	1 year	1 year	1 year	1 year	1 year	1 year	N/A
AutoPulse® NXT	1 year	1 year	1 year	1 year	1 year	1 year	1 year	N/A
ResQPUMP®	1 year	1 year	N/A	N/A	1 year	1 year	N/A	N/A
<b>PRODUCT</b>	<b>EMS</b>		<b>HOSPITAL</b>		<b>MILITARY / FEDERAL GOVERNMENT</b>		<b>PUBLIC SAFETY / ALTERNATE CARE</b>	
<b>AED'S &amp; Trauma Kits</b>	US & Canada	International	US & Canada	International	US & Canada	International	US & Canada	International
AED Plus®	5 years	5 years	5 years	5 years	5 years	5 years	5 years	5 years
AED Pro®	5 years	5 years	5 years	5 years	5 years	5 years	5 years	5 years
ZOLL AED 3®	6 years	6 years	6 years	6 years	6 years	6 years	6 years	6 years
Powerheart® G5	6 years	6 years	6 years	6 years	6 years	6 years	6 years	6 years
Mobilize™	N/A	N/A	N/A	N/A	N/A	N/A	1 year	N/A
<b>ADD 2 YEARS ADDITIONAL WARRANTY FROM SHIP DATE WITH AED REGISTRATION</b> Registering ZOLL AED Plus, Powerheart, and ZOLL AED 3 devices provides two additional years of warranty (not applicable in Japan).								
<b>PRODUCT</b>	<b>EMS</b>		<b>HOSPITAL</b>		<b>MILITARY / FEDERAL GOVERNMENT</b>		<b>PUBLIC SAFETY / ALTERNATE CARE</b>	
<b>TEMPERATURE MANAGEMENT</b>	US & Canada	International	US & Canada	International	US & Canada	International	US & Canada	International
Thermogard XP®	1 year	1 year	1 year	1 year	1 year	1 year	N/A	N/A
Thermogard HP®	1 year	1 year	1 year	1 year	1 year	1 year	N/A	N/A
<b>SUPERSATURATED OXYGEN THERAPY</b>	US & Canada	International	US & Canada	International	US & Canada	International	US & Canada	International
TherOx®	1 year	1 year	1 year	1 year	1 year	1 year	N/A	N/A

\* 2 year Product Warranty in Canada  
 \*\*Or 8,800 hours, whichever comes first

\*\*\*Available in Canada only  
<sup>^</sup>EU Military add one additional year for total of 2 years.

# GLOBAL LIMITED PRODUCT WARRANTIES

BATTERIES			
MONITORS/ DEFIBRILLATORS	Part Number	Description	Warranty
Zenix®	8016-000111-01	SurePower 4 Battery	1 year
X Series®	8000-0580-01	Battery, Lithium-Ion, SurePower™ II	1 year
R Series® and ZOLL M2	8019-0535-01	SurePower™ Rechargeable Lithium-Ion Battery Pack	1 year
Propaq®	8000-0580-01	Battery, Lithium-Ion, SurePower™ II	1 year
VENTILATORS			
Z Vent®	703-0731-01-01	Battery Pack, 6.6 AH, 14.8V, Lithium-Ion, 12-Cell Conditioned	90 days
EMV+®	703-0731-01-01	Battery Pack, 6.6 AH, 14.8V, Lithium-Ion, 12-Cell Conditioned	90 days
LTV®	19333-201	Power manager, SprintPack with cable protector	6 months
LTV®	19444-001	Battery, SprintPack	6 months
MECHANICAL CPR			
AutoPulse®	8700-0752-01	Lithium-Ion Battery	1 year
AutoPulse® NXT	8700-001012-01	AutoPulse NXT Lithium-Ion Battery	1 year
AEDs			
AED Plus®	8000-0807-01	Type 123 Lithium Batteries	N/A
AED Pro®	8000-0860-01 8019-0535-01	Non-Rechargeable Lithium Battery Pack SurePower™ Rechargeable Lithium-Ion Battery Pack 1 year	90 days 1 year
ZOLL AED 3®	8000-000696	Lithium Manganese Dioxide Battery Pack	90 days
Powerheart® G3 Pro	9145-301	Intellisense® Lithium Battery	90 days
Powerheart® G3 Plus	9146-302	Intellisense® Lithium Battery	90 days*
Powerheart® G3 Elite	9146-702	Intellisense® Lithium Battery	90 days*
Powerheart® G5	XBTAED001A	Intellisense® Lithium Battery	90 days*
* Intellisense® Lithium Battery Replacement Program (Four years from date of installation. Conditions Apply - See Policy For Details)			

# GLOBAL LIMITED PRODUCT WARRANTIES

CHARGERS		
Part Number	Description	Warranty
8200-00010-01	SurePower™ Single Bay Charger	1 year
8050-0030-01	SurePower™ Charger Station	1 year
8300-0500-01	SurePower™ Charger Station w/Charger Adaptors	1 year
8700-0753-01	AutoPulse® Battery Charger, U.S., Multi-Chemistry	1 year
8700-001071-01	AutoPulse® NXT Charger, North America	1 year
8911-000290-01	Mobilize® Refill, Item PC, Tablet Charger	90 days

ACCESSORIES		
Product	Description	Warranty
X Series® R Series® Propaq®	SPO2 Cables and Sensors	9 months
X Series®	Masimo Rainbow® EMS RC-4 Patient Cable (8000-001392)	2 years
R Series®	Mainstream – CAPNO 5 CO2 Sensor and Cable (8000-0312) Sidestream – CAPNO 5 LoFlo CO2 Module (8000-0367)	Limited lifetime warranty (Original purchaser only)
Thermogard®	Catheters / Start-Up kits / Guidewires	6 months
Thermogard®	Surface products: / Surface Start-Up kits / Surface Pads	6 months
TherOx® SSO <sub>2</sub>	Catheters and Cartridges	Warranty is valid through the shelf life date stated on the packaging.
ZOLL M2®	Accessories / Electrodes / Other Cables	90 days
bellvista® LTV® fabian® 3100	Accessories	90 days
All AEDs	Accessories	90 days

## **ZOLL Medical Corporation**

### **ExpertCare Service Plan Terms and Conditions**

The customer ("Customer") listed on the purchase order (the "Order") has agreed to purchase the ExpertCare Service Plan described on the Order (the "Service Plan"). Depending upon the Service Plan being purchased by the Customer, Extended Warranty and/or Preventive Maintenance services may be included. Only the provisions in these Terms and Conditions that relate to the particular Service Plan being purchased by Customer will apply to the Customer. The Customer will be invoiced the price of the Service Plan upon ZOLL's receipt of a quote with an authorized signature from the Customer, the Order, or a credit card number.

**Extended Warranty Terms and Conditions.** The following provisions apply to purchases of Service Plans that include an Extended Warranty ("EW") plan.

1. The EW expands the term of ZOLL's standard warranty ("Factory Warranty") with the services and/or number of years selected by the Customer. EW coverage commences upon the expiration of the Factory Warranty, and is subject to the terms and conditions contained in the original Factory Warranty documentation. The EW does not apply to accessories.
2. The EW is not transferrable and cannot be cancelled. However, if the Customer replaces equipment covered by an EW with new ZOLL equipment ("New Equipment") then, upon Customer's request, the remaining time under the EW will be transferred to the New Equipment at the end of the New Equipment's Factory Warranty. All requests to transfer the remaining balance of an EW must be submitted in writing to the ZOLL Service Contracts department (ServiceContractsAdmin@zoll.com) within 60 days of the date of shipment of the New Equipment. Failure to submit the EW transfer request will result in the forfeiture of the remaining EW.
3. If the Customer has a claim under an EW, Customer must call the ZOLL Help Desk to arrange for a Return Authorization in advance of sending the unit for evaluation by the ZOLL Service Depot.
4. All repairs are performed at a ZOLL Service Depot. If a unit needs to be repaired, upon the Customer's request, a loaner will be provided free of charge pursuant to ZOLL's Loaner Policy.
5. If no claims are made under the EW during the EW period, the purchase price of the EW is not refundable.

**Preventive Maintenance Terms and Conditions.** The following provisions apply to purchases of Service Plans that include Preventive Maintenance ("PM").

1. PM Service Plans are not transferrable and cannot be cancelled. However, if the Customer replaces equipment with New Equipment then, upon Customer's request, the remaining time under the PM will be transferred to the New Equipment. All requests to transfer the remaining balance of PM must be submitted in writing to the ZOLL Service Contracts department (ServiceContractsAdmin@zoll.com) within 60 days of the date of shipment of new equipment. Failure to submit the PM transfer request will result in the forfeiture of the remaining PM and no monies will be refunded to the customer.
2. Any PM that remains unused as of the end of a one-year PM contract will be forfeited and no monies will be refunded to the Customer. Any PMs that remain unused as of the end of the initial year of a multi-year PM contract will automatically roll over into the next year of the PM contract. Any PMs that remain unused as of the end of the second and subsequent years of the PM contract will be forfeited, and no monies will be refunded to the Customer.
3. It is the Customer's responsibility to ensure (i) devices covered by the PM contract are available for Preventative Maintenance at the scheduled times; (ii) its devices are operated and stored in accordance with the user manuals for such equipment; and (iii) PM is performed annually to maintain superior performance.
4. If ZOLL determines during the course of performing PM that a repair is required, the device will not be certified. If the device is not covered under ZOLL warranty, the PM service is considered completed. ZOLL will request Customer authorization in order to repair the device. The Customer is responsible for all costs associated with repairing the device at ZOLL's then-prevailing rates. Customer has 10 days after receipt of a quotation to approve or decline a repair. If the repair is approved by the Customer and completed within 90 days of the completed PM, ZOLL will waive the minimum

service fee. In the event the Customer does not respond within such 10-day period or declines the repair, the device will be returned to Customer unrepaired, uncertified, and labeled as “Not for Clinical Use.”

**Accidental Damage Coverage.** The Service Plan purchased by Customer Includes one device outer housing replacement per year per device. Catastrophic damage beyond repair will not be covered. Cosmetic damage that does not affect the functionality of the device will not qualify for outer housing replacement.

**BATTERY REPLACEMENT PROGRAM**

1. Batteries must be maintained in accordance with ZOLL’s battery maintenance program and instructions.
2. In the event that the Customer’s battery and/or battery charger displays a fault during the term of the purchased Service Plan, ZOLL will, upon visual verification of the failure, replace the applicable battery with a new battery.
3. Battery failures must be evaluated and confirmed by ZOLL Technical Support or by a ZOLL on-site field service technician prior to replacement.
4. Only batteries identified as part of the Service Plan will be replaced.

**Optional Extended Warranty 2026 Pricing**

8778-89011-WF	Worry-Free Service Plan, 1 Year, On-Site, Point of Sale	\$2,450
8778-89022-WF	Worry-Free Service Plan, 2 Years, On-Site, Point of Sale	\$4,605
8778-89033-WF	Worry-Free Service Plan, 3 Years, On-Site, Point of Sale	\$6,770
8778-89044-WF	Worry-Free Service Plan, 4 Years, On-Site, Point of Sale	\$8,825



**ITEM 8.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 Regular Meeting  
of  
April 14, 2026

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**SUBJECT:** Interim Assistant Village Manager Services Agreement

**FROM:** Greg Summers, Village Manager  
Connie Reid, Executive Secretary

**BUDGET SOURCE/BUDGET IMPACT:** Up To \$191,646, to be funded by personnel savings

**RECOMMENDED MOTION:** I move to approve Resolution R-2359, A Resolution Approving and Authorizing the Execution of an Agreement By and Between the Village of Oak Brook and WRB, LLC Consulting and Management Services to provide Interim Assistant Village Manager Services.

**Background/History:**

Former Assistant Village Manager Joseph Mitchell resigned effective February 9, 2026. The Assistant Village Manager provides essential supervisory oversight of Human Resources, Sports Core, Hotel Tax Fund, and marketing functions, as well as all special projects of the Village that require complex interdepartmental coordination or significant judgment in their implementation. In addition, the Assistant Village Manager serves in a redundant leadership role in the absence of the Village Manager.

Since this position became vacant, several key initiatives have been delayed, including finalizing the Liquor Code rewrite, adopting an updated personnel manual, implementing the Village's new timekeeping system, and re-quoting the Village's risk management and liability insurance. Although the Liquor Code rewrite was ultimately prepared for adoption, the delay has placed additional strain on the Clerk's Office by compressing the timeline for annual renewals. Meanwhile, other important initiatives have largely stalled.

The year preceding a Village Presidential election is typically the most challenging time to recruit for this type of position, as highly qualified candidates often wait for election outcomes before committing, in order to assess the position's long-term stability. For this reason, staff pursued interim proposals from experienced professionals in the field. Through this process, staff identified William Balling of WRB, LLC as the most qualified candidate.

WRB, LLC is a specialized, municipal services consulting practice, undertaking a wide variety of municipal engagements that afford clients a broad range of experience, driving well-rounded perspectives and outcomes, as well as specializing in human resources consulting, focusing on bringing the best practices and cutting-edge human resources, especially fitting when considering the specific needs of the Village at this time. Furthermore, Mr. Balling is no stranger to Oak Brook or DuPage County. He was raised in Lombard and received his undergraduate degree from Elmhurst College. During his college years, he worked at the former Benson-Rixon in Oak Brook Center and for Elmhurst Public Works during the summer. Following completion of military service and earning his Masters in Public Administration Degree from Northern Illinois University, Mr. Balling served as the Assistant to the Village Manager for the Village of Oak Brook, serving under then Village Manager Kenneth Carmiginani and Hon. George Howell as Village President. During his tenure in Oak Brook, Mr. Balling worked on the acquisition of the Sports Core, the spin-off of the original McDonald's headquarters, the construction oversight of the Village Hall (now the Butler Government Center), and the remodeling of the historic Butler school to the then municipal library. Later, Mr. Balling served as Buffalo Grove's Village Manager for 29 consecutive years. Since founding WRB, LLC, Mr. Balling has served in numerous Interim Village Manager roles and similar positions, including interim fire chief and interim public works director. He served as Chairman of the Northwest Water Commission and participated in numerous municipal department restructuring projects. As this paragraph clearly demonstrates, no other candidate could bring anywhere near the career breadth and unique local experience to this role.

In addition to his day-to-day responsibilities, Mr. Balling would be assigned the following specific projects during his proposed tenure in Oak Brook:

- **Project One:** Manage the Human Resources and Risk Management functions, especially during a period of transition - 35% of project.
- **Project Two:** Update the Village's obsolete and inaccurate Personnel Manual - 30% of project.
- **Project Three:** Monitor activities related to the banquet contractor for the Bath and Tennis Clubhouse in the Sports Core and provide guidance in multiple areas relating to that redevelopment - 20% of project; and
- **Project Four:** Provide the proper support and work effort to various assignments as directed by the Village Manager - 15% of project.

WRB, LLC's services are billed at a rate of \$195 per hour and are proposed for 15–20 hours per week (averaging 17.5 hours), resulting in an estimated total cost of \$191,646 for the twelve-month period from May 1, 2026, through April 30, 2027.

All costs associated with this initiative will be offset by savings from the vacant Assistant Village Manager position, including salary, overhead, and benefits. These funds will be reallocated through a future budget amendment, transferring resources from general management personnel to consulting services.

**Recommendation:**

Staff recommends that the Village Board approve Resolution R-2359, A Resolution Approving and Authorizing the Execution of a Professional Services Agreement By and Between the Village of Oak Brook and WRB, LLC for Consulting and Management Services.

**Attachments:**

1. R-2359 AVM

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**THE VILLAGE OF OAK BROOK**  
COOK AND DUPAGE COUNTIES, ILLINOIS

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**RESOLUTION**

NUMBER 2026-PL-INTAVM-AG-R-2359

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A RESOLUTION  
APPROVING AND AUTHORIZING THE EXECUTION OF A  
PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN  
THE VILLAGE OF OAK BROOK AND WRB, LLC FOR  
CONSULTING AND MANAGEMENT SERVICES

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

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

Village Board

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Published in pamphlet form by authority of the  
President and the Board of Trustees of the Village of Oak Brook  
on this the 14<sup>th</sup> day of April 2026

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RESOLUTION NO. 2026-PL-INTAVM-AG-R-2359

A RESOLUTION  
APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES  
AGREEMENT BY AND BETWEEN THE VILLAGE OF OAK BROOK AND WRB, LLC FOR  
CONSULTING AND MANAGEMENT SERVICES

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 Illinois Municipal Code authorizes and grants the Village the ability to exercise certain powers and perform certain functions pertaining to its local government and affairs;

WHEREAS, the Village upon approval of the corporate authorities may enter into an Agreement with another party pursuant to Illinois Statute;

WHEREAS, the assistant Village Manager position is currently vacant;

WHEREAS, WRB, LLC (hereinafter referred to as the "Company") has a submitted a proposal for consulting and management services in accordance with the Professional Services Agreement ("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 enter into the attached Agreement with the Company for the purposes referenced herein.

NOW, THEREFORE, BE IT RESOLVED 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 Agreement

The Village hereby approves the Agreement substantially in the form attached hereto and made a part hereof collectively as Exhibit A.

Section Three – Authorization and Direction

The Village President is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Agreement, substantially in the form of such agreement 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 Agreement 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.

The Remainder of this Page has been Intentionally Left Blank / Roll Call Vote follows:

APPROVED THIS 14<sup>th</sup> day of April, 2026.

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Laurence E. Herman  
Village President

PASSED THIS 14<sup>th</sup> day of April, 2026.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

ATTEST:

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Netasha Scarpiniti  
Village Clerk

Exhibit A  
Agreement



**ITEM 8.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 Regular Meeting  
of  
April 14, 2026

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**SUBJECT:** 2026 1st Quarter Budget Amendment

**FROM:** Marilyn Fumero, Finance Director

**BUDGET SOURCE/BUDGET IMPACT:** The budget impact reflects a \$1,884,663.68 increase, of which \$1,165,113.68 is funded by 2025 Budget Transfers; the remainder will be funded by current revenue sources.

**RECOMMENDED MOTION:** I move to approve Ordinance 2026-S-1740, "An Ordinance Authorizing Amendments And Transfers Among Budget Line Items."

### **Background/History:**

During the course of a year, there are numerous situations that may arise that cause an account, program, or even a fund to exceed its budget. When this occurs, State statutes provide that the corporate authorities may make transfers from "one corporate object or purpose to another corporate object or purpose." Additionally, statutes provide that the corporate authorities may delegate authority to heads of municipal departments to "delete, add to, change, or create subclasses within object classes budgeted previously to the department with the approval of the budget officer or executive officer of the municipality." The Village has defined a corporate object or purpose to be an individual program or fund. Subclasses within object classes have been defined as accounts and categories within a budget program.

The Village Board's policy on Finance, Taxation, and Budget, prepared based on the previously mentioned statutes, outlines the following procedures for budget administration and how these variances are to be addressed:

1. That the Budget Officer, with the approval of the Village Manager, may authorize transfers of budgeted funds between accounts or between account categories within a single budget program.
2. That any transfer of budgeted funds from one budget program to another shall be subject to

approval by the Board of Trustees upon the recommendation of the Village Manager.

3. That any transfer from contingency shall be subject to approval by the Board of Trustees upon the recommendation of the Village Manager.
4. That any increase in the total appropriation within any fund shall be subject to approval by the Board of Trustees upon the recommendation of the Village Manager.

### **Budget Amendments:**

The attached Exhibit A lists the specific account-level amendments across several funds for the 1st Quarter of FY2026, including:

- **General Fund:** 321-77000 Other Services — \$26,675.00 for Village-Wide Arc Flash Analysis.
- **Hotel/Motel Fund:** 171-90400 Structural Improvements — \$15,916.12 for Jorie Blvd. over Ginger Creek Culvert Repair Project.
- **Water Fund:** multiple contract/engineering and capital items totaling \$855,148.38 (includes Water System Disinfection Modernization Construction \$478,573.00; Ginger Creek Water Main/Storm Sewer Improvements \$134,674.14; Woodside & Forest Glen Water Main Improvements \$123,861.23; and other items).
- **Equipment Replacement Fund:** capital leases and equipment replacement totaling \$855,657.00 (includes \$600,000 lease payments; \$100,000 drone as first responder; \$155,657 leaf collection machine replacement).
- **Infrastructure Fund:** structural/engineering increases totaling \$16,226.48 (BGC Structural Integrity/ADA Compliance Analysis and Spring Road Culvert Roadway & Water Main Improvements Project).
- **Sports Core Fund:** structural improvements, swim team/tennis items, and a tennis pro guaranteed stipend totaling \$115,040.70

The total increase by fund and each account are shown in Exhibit A.

FY2025 budget rollovers (2025 Budget Transfer) represent projects that were budgeted in 2025 but not completed by the end of the calendar year; work on these projects continues into 2026, requiring the transfer of remaining 2025 appropriations. From the amounts detailed by fund above, the following increases are funded by 2025 budget transfers:

- **General Fund:** \$26,675.00

- **Hotel/Motel Fund:** \$15,916.12
- **Water Fund:** \$855,148.38
- **Equipment Replacement Fund:** \$155,657.00 (Leaf Collection Machine Replacement)
- **Infrastructure Fund:** \$16,226.48
- **Sports Core Fund:** \$95,490.70 (Structural improvements only)

Total funded by 2025 Budget Transfer (all funds): \$1,165,113.68.

**Recommendation:**

Staff recommends that the Village Board approve Ordinance 2026-S-1740, "An Ordinance Authorizing Amendments and Transfers Among Budget Line Items," which reflects a total increase of \$1,884,663.68. Of this amount, \$1,165,113.68 is funded via 2025 Budget Transfers (rollovers for ongoing projects), while the remaining balance will be covered by current revenue sources.

**Attachments:**

1. Ordinance S-1740 Budget Amendment
2. Exhibit A 1st Qtr Budget Amendment 2026

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THE VILLAGE OF OAK BROOK  
COOK AND DUPAGE COUNTIES, ILLINOIS

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ORDINANCE  
2026-BU-AMEND-S-1740

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AN ORDINANCE  
AUTHORIZING AMENDMENTS AND  
TRANSFERS AMONG BUDGET LINE ITEMS  
THE VILLAGE OF OAK BROOK, ILLINOIS

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

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

Village Board

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Published in pamphlet form by authority of the  
President and the Board of Trustees of the Village of Oak Brook  
on this 14<sup>th</sup> day of April 2026

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**ORDINANCE 2026-BU-AMEND-S-1740**  
**AN ORDINANCE AUTHORIZING AMENDMENTS AND TRANSFERS**  
**AMONG BUDGET LINE ITEMS**

WHEREAS, the Village Manager has recommended certain amendments and transfers among budget line items in the Annual Budget Ordinance passed for the fiscal year beginning January 1, 2026 and ending December 31, 2026 and certain transfers of sums of money in said Budget Ordinance from one object or purpose to another object or purpose; and

WHEREAS, the Village President and Board of Trustees concur with and approve of the Village Manager's recommendations.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK BROOK, DU PAGE AND COOK COUNTIES, ILLINOIS that the following amendment is hereby authorized:

Section 1: The recitals above are hereby incorporated into and made a part of this ordinance.

Section 2: In the attached tabulation, attached as "Exhibit A", lists the various accounts across the Funds impacted by the requested amendment. The total of said amounts are hereby transferred to the various line items.

Section 3: This ordinance shall be in full force and effect from and after its passage and approval as required by law.

Section 4: All ordinances or parts thereof in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of such conflict.

[SIGNATURE PAGE FOLLOWS]

APPROVED THIS 14<sup>th</sup> day of April 2026

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Laurence E. Herman  
Village President

PASSED THIS 14<sup>th</sup> day of April 2026

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

ATTEST:

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Netasha Scarpiniti  
Village Clerk

Village of Oak Brook  
Budget Amendments  
FY 2026 - 1st Quarter

EXHIBIT A

Account Number	Account Name	Revenue	Expenditure	Description	Funding Source
<b>Budget Amendment</b>					
<b>General Fund</b>					
321-77000	Other Services		\$ 26,675.00	Village-Wide Arc Flash Analysis	2025 Budget Transfer
<b>Total General Fund</b>		<u>\$ -</u>	<u>\$ 26,675.00</u>		
<b>Hotel/Motel Fund</b>					
171-90400	Structural Improvements		\$ 15,916.12	Jorie Blvd. Over Ginger Creek Culvert Repair Project	2025 Budget Transfer
<b>Total Hotel/Motel Fund</b>		<u>\$ -</u>	<u>\$ 15,916.12</u>		
<b>Water Fund</b>					
351-76700	Contract Services		\$ 26,675.00	Village-Wide Arc Flash Analysis	2025 Budget Transfer
451-76200	Engineering Services		8,513.07	Spring Road Culvert Roadway & Water Main Improvements	2025 Budget Transfer
451-76200	Engineering Services		9,500.00	Emergency Response Plan Recertification	2025 Budget Transfer
451-76200	Engineering Services		18,300.00	Risk and Resilience Recertification	2025 Budget Transfer
451-76200	Engineering Services		134,674.14	Ginger Creek Water Main/Storm Sewer Improvements	2025 Budget Transfer
451-91100	Water Pump & Storage Imp		3,900.00	Reservoir B Repainting & Misc. Repairs Project	2025 Budget Transfer
451-91100	Water Pump & Storage Imp		5,200.00	Reservoir A Repainting & Misc. Repairs Project	2025 Budget Transfer
451-91100	Water Pump & Storage Imp		45,951.94	Water System Disinfection Modernization Engineering	2025 Budget Transfer
451-91100	Water Pump & Storage Imp		123,861.23	Woodside & Forest Glen Water Main Improvements	2025 Budget Transfer
451-91100	Water Pump & Storage Imp		478,573.00	Water System Disinfection Modernization Construction	2025 Budget Transfer
<b>Total Water Fund</b>		<u>-</u>	<u>\$ 855,148.38</u>		
<b>Equipment Replacement Fund</b>					
342-73950	Capital Leases		\$ 600,000.00	Lease Payments	Equipment Replacement Fund
342-73950	Capital Leases		100,000.00	Drone as First Responder Board approved 2025	Equipment Replacement Fund
342-90200	Equipment Replacement		155,657.00	Leaf Collection Machine Replacement	2025 Budget Transfer
<b>Total Equipment Replacement Fund</b>		<u>-</u>	<u>\$ 855,657.00</u>		
<b>Infrastructure Fund</b>					
411-90400	Structural Improvements		\$ 7,713.41	BGC Structural Integrity, Persistent Water Intrusion, and ADA Compliance Analysis	2025 Budget Transfer
461-76200	Engineering Services		8,513.07	Spring Road Culvert Roadway & Water Main Improvements	2025 Budget Transfer
<b>Total Infrastructure Fund</b>		<u>-</u>	<u>\$ 16,226.48</u>		
<b>Sports Core Fund</b>					
811-90400	Structural Improvements		\$ 34,625.80	Sports Core Property Improvements Project	2025 Budget Transfer
811-90400	Structural Improvements		60,864.90	Sports Core Storm Water Improvements Project	2025 Budget Transfer
812-77600	Swim Team		200.00	Swim Conference Caps	Sports Core Fund
812-77600	Swim Team		400.00	Swim Conference Heat/Event Number Flip Chart	Sports Core Fund
812-77600	Swim Team		850.00	Swim Conference OBBTT-Shirts	Sports Core Fund
812-77600	Swim Team		1,200.00	Portable Restroom Rentals Swim Conference	Sports Core Fund
812-77600	Swim Team		1,300.00	Food/Beverages for Swim Conference Coaches/Volunteers	Sports Core Fund
812-77600	Swim Team		2,600.00	Swim Conference Metals/Trophies	Sports Core Fund
813-77000	Other Services		13,000.00	Tennis Pro Guaranteed Stipend	Sports Core Fund
<b>Total Sports Core Fund</b>		<u>-</u>	<u>\$ 115,040.70</u>		
<b>Budget Transfer</b>					
<b>Total Budget Adjustment - All Funds</b>		<u>\$ -</u>	<u>\$ 1,884,663.68</u>		



**ITEM 8.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 Regular Meeting  
of  
April 14, 2026

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**SUBJECT:** Liquor Code Amendments  
**FROM:** Greg Summers, Village Manager

**BUDGET SOURCE/BUDGET IMPACT:** N/A

**RECOMMENDED MOTION:** I move to approve Ordinance G-1285, An Ordinance Amending Title 4, Chapter 1 of the Village of Oak Brook Code of Ordinances (Liquor Code) and Reclassifying the Village Liquor Control Licenses.

**Background/History:**

Board and staff discussions regarding the Village’s Liquor Code have been ongoing since 2022. While there has been consensus not to expand liquor licenses to include any open-carry classification, there is agreement that the current license classes should be consolidated and simplified.

This effort has enabled Village staff, in coordination with the Village Attorney, to comprehensively redesign the Code, resulting in a clearer, more user-friendly document that is easier to interpret and administer. The revised classifications are intended to improve consistency and better align with the State of Illinois licensing framework.

Under the proposed structure, all licenses will fall within one of the following four categories, making it easier for establishments to understand the Code, apply for the appropriate license, and streamline the review and validation process for staff. The amended Code also increases the annual cost for most licenses, raising the fee from \$2,750 to \$3,000.

- Class A Licenses – On-Premises Consumption
- Class B Licenses – Off-Premises Consumption
- Class C Licenses – Specialty Licenses
- Class D Licenses – Supplemental Licenses

At the March 10, 2026 meeting, the Village Board reviewed the proposed changes, provided feedback,

and directed staff to finalize the Ordinance for approval.

**Recommendation:**

Staff recommends that the Village Board approve Ordinance G-1285, An Ordinance Amending Chapter 1 (Liquor Control) of Title 4 of the Village of Oak Brook Code of Ordinances.

**Attachments:**

1. Ordinance G-1285
2. Revised Liquor Code 26-0408 (2)

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THE VILLAGE OF OAK BROOK  
COOK AND DUPAGE COUNTIES, ILLINOIS

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ORDINANCE  
NUMBER 2026-LC-AL-CODE-G-1285

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AN ORDINANCE  
AMENDING CHAPTER 1 (LIQUOR CONTROL) OF TITLE 4 OF  
THE VILLAGE OF OAK BROOK CODE OF ORDINANCES

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

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

Village Board

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Published in pamphlet form by authority of the  
President and the Board of Trustees of the Village of Oak Brook  
on this, the 14<sup>th</sup> day of April 2026

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ORDINANCE NO. 2026-LC-AL-CODE-G-1285

AN ORDINANCE  
AMENDING CHAPTER 1 (LIQUOR CONTROL) OF TITLE 4 OF THE VILLAGE OF OAK  
BROOK CODE OF ORDINANCES

WHEREAS, the Village of Oak Brook (hereinafter referred to as "Village") 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 the Village of Oak Brook, as amended;

WHEREAS, Section 4-1 of the Illinois Liquor Control Act of 1934 (235 ILCS 5/4-1), expressly authorizes the Corporate Authorities of each Village to determine, by ordinance, the number, classification of licenses and fees to be charged for such licenses for the sale of alcoholic liquor within the Village;

WHEREAS, Title 4 (Business and License Regulations) Chapter 1 (Liquor Control) generally sets forth regulations concerning the consumption of alcoholic beverages and provides the available classifications of liquor licenses available within the Village;

WHEREAS, the Village desires to amend the Village Code to amend, restate, and clarify the existing code;

WHEREAS, the Corporate Authorities of the Village of Oak Brook are of the opinion that the aforementioned amendment to the Village's Code of Ordinances is in the best interest of the public safety, health and welfare of the residents of the Village of Oak Brook.

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 Amendment to Title 4 Chapter 1

The Corporate Authorities hereby approves the amendment to Chapter 1 (Liquor Control) of Title 4 (Business and License regulations) by repealing the existing Chapter 1 in its entirety, and replacing the same with the amended and revised Chapter 1 (Liquor Control), as provided in the form attached hereto and made a part hereof as Exhibit A.

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.

PASSED THIS 14<sup>th</sup> day of April 2026.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

APPROVED THIS 14<sup>th</sup> day of April 2026.

\_\_\_\_\_  
LAURENCE E. HERMAN,  
Village President

ATTEST:

\_\_\_\_\_  
NETASHA SCARPINITI,  
Village Clerk

EXHIBIT A

[Title 4 Chapter 1]

**CHAPTER 1**  
**LIQUOR CONTROL**

**4-1-1: TITLE:**

The provisions of this chapter may be cited and referred to as the OAK BROOK LIQUOR CONTROL ORDINANCE.

**4-1-2: PURPOSE:**

It is the policy of the Village to limit the sale of alcoholic liquor at retail primarily to the sale in its "original package" or by "restaurants", "recreational facilities" or "hotels", as defined in section 4-1-3 of this chapter. It is not deemed conducive to the promotion of this public policy to allow the sale of alcoholic liquor at retail for consumption on the premises where such sale is the sole business to be conducted. Further, it is the policy of the Village to limit the purchase, consumption or possession of alcoholic liquor to persons of the age of twenty-one (21) years or older and to prevent intoxication, disorderly conduct, trespass, unruly disturbance at public or private assemblies, traffic accidents and similar conduct by requiring liquor license holders to adhere to the requisites set forth in this ordinance.

**4-1-3: DEFINITIONS:**

The following words and phrases shall have the meanings respectively ascribed to them by this section:

**ADULT BOOKSTORE:** A business primarily engaged in the sale, rental, or display of books, magazines, films, and periodicals that focus on or depict "Specified Sexual Activities" or "Specified Anatomical Areas," as defined in this section. This includes establishments with sections dedicated to such materials, or those that advertise or operate with an emphasis on these types of content. Key indicators of an adult bookstore include signage, advertising, displays, coin-operated video booths, or restrictions on minors, all of which suggest the primary purpose of the establishment is to provide such materials.

**ADULT ENTERTAINMENT CABARET:** An establishment offering to its patrons, as entertainment, any exhibition or display, or any theatrical or other live performances which include topless or go-go dancers, exotic dancers, strippers, male or female impersonators, or similar entertainers, or any persons singing, reading, posing, modeling, or serving food or beverages, where the exhibition, performance, display or dance is intended to sexually arouse the entertainer or the patrons, or where the attire of persons involved is such as to expose "Specified Anatomical Areas", as defined in this section.

**ADULT MOTION PICTURE THEATER:** An enclosed building, regardless of its seating capacity, which is used to present for public view on the premises, films, movies, previews, trailers or advertisements which are distinguished by their emphasis on matter depicting, describing or relating to "Specified Sexual Activities" or "Specified Anatomical Areas", as defined in this section.

**ADULT USE:** Includes Adult Bookstores, Adult Entertainment Cabarets, and Adult Motion Picture Theaters, and similar uses.

**ALCOHOL:** The product of distillation of any fermented liquid, whether rectified or diluted, whatever may be the origin thereof, and including synthetic ethyl alcohol, but not including denatured alcohol or wood alcohol.

**ALCOHOLIC LIQUOR:** Any alcohol, spirits, wine and beer, and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer, and capable of being consumed as a beverage by a human being. The provisions of this chapter shall not apply to alcohol used in the manufacture of denatured alcohol produced in accordance with acts of congress and regulations promulgated thereunder, nor to any liquid or solid containing one-half of one percent (0.5%) or less, of alcohol by volume.

**APPLICANT:** An individual, partnership, corporation, or limited liability company which seeks to be licensed under the provisions of this chapter. In the case of a corporation or limited liability company, it shall mean the officers, directors, all persons owning directly or beneficially more than five percent (5%) of the stock of such corporation, and the person operating as manager of the premises.

**BAR:** A counter upon or over which alcoholic liquor is the principal commodity served or dispensed for consumption by persons at such a counter.

**CATERER:** A person who serves alcoholic liquors for consumption at the customer's site, whether the location is licensed or unlicensed, as an incidental part of food service.

**FOOD HALL:** A general place of business consisting of both: (i) a Food Hall Dining Area, as further defined herein; and (ii) no fewer than five (5) and no more than ten (10) Food Hall Vendors, as further defined herein, that, collectively, meet the following general criteria:

A. Is located in the B2 district and within a building having no less than twenty thousand (20,000) square feet of building area;

B. Has an access control and all exit and entry points, video surveillance, and signage prohibiting customers from exiting or entering the food hall with any alcoholic beverage;

C. Is fully enclosed by some or all of the following: solid walls; planters; other barriers approved by the liquor control commissioner; access control points; one-way emergency exit gates identified as such with signage; doorways specifically marked and located for use only by employees and delivery personnel; and premises for Food Hall Vendors (whether or not occupied);

D. Complies with enclosure and access control plans reviewed and approved by the Liquor Control Commissioner, Village Fire Department, and Development Services Department, which enclosure and access control plans shall be designed and constructed to ensure that: 1) no customer of a Food Hall Vendor that is adjacent and accessible to a Food Hall may enter except through that Food Hall's access control points; and 2) no such customer may exit such Food Hall Vendor except through that Food Hall's approved access control points and approved one-way emergency exit gates; and

E. Is staffed with security from the underlying Food Hall Dining Area license holder.

**FOOD HALL DINING AREA:** A communal dining space designated for customers of the adjacent Food Hall Vendors to consume food and/or beverages purchased from the Food Hall and has seating

capacity, whether with stools, chairs, benches, couches or other furniture, for no more than four hundred thirty (430) persons (not including the standalone seating capacity of any adjacent Food Hall Vendors that have designated seating areas), and within the specified access control points;

**FOOD HALL VENDOR:** A commercial space designated for occupancy by a food and/or beverage vendor that is adjoining to a Food Hall Dining Area and accessible by customers only from or through the collective Food Hall, regardless of whether such restaurant holds a liquor license authorized by this Chapter.

**FULL KITCHEN:** A full kitchen means any designated food preparation area for the purpose of serving complete meals, rather than offering limited food service, which shall include, at minimum, commercial-grade: dishwashing station, sink, refrigerators, and cooktop range, fryer and or self-contained cooking appliance.

**GENERAL MANAGER:** The person who directs, controls, supervises, or is generally in charge of all operations of the licensed establishment.

**HOTEL:** Every building or other structure kept, used, maintained, advertised and held out to the public to be a place where a restaurant is located and sleeping accommodations are offered for adequate pay to travelers and guests, whether transient, permanent or residential, in which twenty five (25) or more rooms are used for the sleeping accommodations for transients.

**JEWELRY STORE:** A retail place of business that has jewelry sales as its principal use and which collects state and local Retailer's Occupation Taxes on those retail sales.

**LIQUOR MANAGER:** The person who directs, controls, supervises, or is generally in charge of its employees and staff relating to the distribution or purveyance of alcoholic beverages within the licensed establishment.

**LIVE ENTERTAINMENT:** The playing of live music by a person or persons using string, brass, reed, woodwind, percussion, electronic and digital instruments at a volume which does not create a public nuisance and/or performances by individuals and/or groups which may involve acting, singing, dancing, comedy and the reading and/or recital of poetry.

**LOUNGE AREA:** That portion of an establishment possessing a liquor license which contains a bar, tables and chairs and is set aside primarily for the service of alcoholic beverages by the poured drink without food, and which is operated in compliance with the liquor license requirements.

**MEN'S OR WOMEN'S CLUB:** An establishment which offers entertainment where any person may appear in a nude or seminude state, or offers the customer a Role Playing Interaction, including, but not limited to, servers, hosts, hostesses, dancers, singers, models or other performance artists, or an establishment which offers customers role playing interaction.

**NUDE OR NUDITY OR A STATE OF NUDITY:** The appearance of a human bare buttock, anus, male genitals, female genitals, or female breast; or, a state of dress which fails to opaquely cover a human buttock, anus, male genitals, female genitals, or areola of the female breast.

**ORIGINAL PACKAGE:** Any bottle, flask, jug, can, barrel, keg, or other receptacle or container whatsoever, used, corked or capped, sealed and labeled by the manufacturer of alcoholic liquor, to contain and to convey any alcoholic liquor.

**PACKAGE LIQUOR SALES:** The sale or offering for sale at retail of alcoholic liquor, in the original package, and not to be consumed in whole or in part on the premises where sold.

**PERSON:** An individual, partnership, corporation or limited liability company.

**PREMISES:** Premises licensed under this chapter shall refer to that area for which a license has been issued to sell alcoholic beverages. Where more than one area for the sale of alcoholic beverages is under the same roof or at one street address, each area shall be considered to be a separate premises for licensing purposes.

**RECREATIONAL FACILITY:** A building or area in which the primary business is to provide, by membership or user fee or both, a place in which the public may participate in a sport or engage in physical fitness activities, including, but not limited to, golf courses, tennis, racquetball or handball clubs, swimming pools, and health clubs, provided, that such facilities shall include an area in which service of food prepared on premises is provided, including hot or cold sandwiches or other similar foods, and in which the guest seating capacity is not less than thirty five (35).

**RESTAURANT:** Any public place kept, used, maintained, advertised and held out to the public as a place where the primary business is the service of meals, and where meals are actually and regularly served, without sleeping accommodations, and where adequate provision is made for sanitary kitchen and dining room equipment and capacity and a sufficient number of employees to prepare, cook and serve a reasonable variety of meals for its customers. The mere availability and service at any premises of cold sandwiches, hors d'oeuvres or other similar foods will not, standing alone, be deemed sufficient to constitute such premises a restaurant within the meaning of this definition, it being the intent of this definition that the primary business conducted on premises to be licensed as restaurants hereunder shall be the service of meals.

**RETAIL SALE:** The sale for use or consumption and not for resale.

**ROLE PLAYING INTERACTION:** An arrangement, service or program where a server, host, hostess, dancer, singer, model or other performance artist engages a customer in a meeting or conversation involving, depicting, participating in, or relating to any Specified Sexual Activities or Prohibited Acts as set forth in subsection 4-1-18 of this chapter.

**SALE:** Any transfer, exchange or barter, in any manner or by any means whatsoever, for a consideration and not for resale, including all sales made by any person, except a person acting in the privacy of his/her home, or as part of a religious ceremony, whether as principal, proprietor, agent, servant or employee, and including, but not limited to, all of the following acts when done for consideration:

- A. The selling of liquor;
- B. The delivery of liquor, without additional charge, with a meal or with entertainment or the providing of samples of liquor as part of a promotion or sales device of any kind;

C. The dispensing of liquor;

D. The providing of mix, ice, water or glasses for the purposes of serving or mixing drinks containing alcoholic liquor for consumption on the same premises;

E. The pouring of liquor;

F. The providing of "setups" containing alcoholic liquor. For purposes of this Chapter, the term "setups" refers to the preparation, organization, and supplying of all necessary components to serve drinks, excluding (or sometimes including) the base alcohol itself.

**SEMINUDE:** A state of dress in which clothing covers no more than the genitals, pubic region, and areolae of the female breast, as well as portions of the body covered by supporting straps or devices.

**SPECIAL EVENT:** An event conducted by a person who is not licensed under this chapter which involves the sale of alcoholic liquor or at which alcoholic liquor is made available to the general public, or an event conducted by a person who is licensed under this chapter which exceeds the restrictions and limitations of such license.

**SPECIFIED ANATOMICAL AREAS:**

A. Less than completely and opaquely covered: human genitals, pubic region or pubic hair; buttocks; and female breasts below a point immediately above the top of the areola; and

B. Human male genitals in a discernibly turgid state, even if completely opaquely covered.

**SPECIFIED SEXUAL ACTIVITIES:**

A. Human genitals in a state of sexual stimulation or arousal;

B. Acts or representations of acts of human masturbation, sexual intercourse or sodomy, bestiality, oral copulation or flagellation;

C. Fondling or erotic touching of human genitals, pubic region, buttock or female breast;

D. Excretory functions as part of or in connection with any activities set forth in subsections A through C of this definition.

**4-1-4: LOCAL LIQUOR CONTROL COMMISSIONER:**

A. Designated: The Village President shall be the local Liquor Control Commissioner and shall be charged with the administration within the Village of the appropriate provisions of this chapter, and whenever the term "Commissioner" is used herein, such term shall refer to the local Liquor Control Commissioner.

B. Powers: The Liquor Control Commissioner shall have the following powers, functions and duties with respect to licenses granted hereunder:

1. To grant, impose a monetary fine, and/or suspend for not more than thirty (30) days, or revoke for cause, all local licenses issued to persons for premises within the Village jurisdiction;

2. To enter or to authorize any law enforcing officer to enter at any time upon any premises licensed hereunder to determine whether any of the provisions of this chapter or any rules or regulations adopted pursuant thereto or by the state of Illinois Liquor Control Commission have been or are being violated, and at such time to examine said premises of said licensee in connection therewith;

3. To receive complaints that any of the provisions of this chapter, or any rules or regulations adopted pursuant hereto, have been or are being violated and to act upon such complaints in the manner hereinafter provided;

4. To examine, or cause to be examined, under oath, any applicant for a local license or for a renewal thereof, or any licensee upon whom notice of revocation has been served, or any licensee against whom a citation proceeding has been instituted by the state of Illinois Liquor Control Commission; to examine, or cause to be examined, the books and records of any such applicant or licensee, and to hear testimony and take evidence for use in the performance of the Commissioner's duties, and for the information of the Commissioner to issue subpoenas which shall be effective in any part of this state. Other persons may be designated by the Commissioner to take action for the purpose of obtaining any of the information desired by the Commissioner under this section;

5. To report to the Village Board from time to time actions which have been taken to grant or deny liquor licenses or to penalize licensees.

#### **4-1-5: APPLICABILITY OF OTHER PROVISIONS:**

Nothing in this chapter shall excuse or relieve the licensee, owner, proprietor or person in charge of any place in the Village where alcoholic liquor is sold from the restrictions and requirements of any other provision of this code, other ordinances of the Village or of the statutes of the State.

#### **4-1-6: LICENSE REQUIRED; TERM:**

It shall be unlawful for any person to sell or offer for sale, at retail, within the limits of the Village any alcoholic liquor without having first properly obtained and displayed a retail liquor license, or in violation of the terms of such retail liquor license, or in violation of the provisions of this chapter. The term of each retail liquor license issued hereunder shall be from July 1 through June 30.

#### **4-1-7: LICENSE CLASSIFICATIONS:**

Retail liquor licenses issued under this chapter shall be divided into the following classes:

##### **A. CLASS "A" LIQUOR LICENSES; ON-PREMISES CONSUMPTION.**

Unless specifically provided otherwise, all Class A Liquor Licenses shall be for the retail sale of alcoholic liquor for consumption on the premises where sold, and subject to all general regulations and requirements provided by this Chapter. Sale in the original package for consumption off the premises is prohibited.

1. CLASS A-1 LICENSE. Restaurant. Retail sale of alcoholic liquor for consumption on the premises where sold, and not for resale in any form, when the primary business conducted on said premises is that of a

restaurant with a Full Kitchen. Such licenses shall only be issued to restaurant establishments where the service of alcoholic liquor is ancillary and incidental to service of food. A license of this classification may be issued to establishments that: (i) are located within another establishment such as a department store; or (ii) include private dining rooms as part of its floor plan but not open to the public, provided that the licensed establishment meets all other criteria stated herein.

2. CLASS A-2 LICENSE: Banquet Facility. Retail sale of alcoholic liquor for consumption on the premises within a free-standing banquet facility.
3. CLASS A-3 LICENSE: Entertainment Facility. Retail sale of alcoholic liquor for consumption on the premises where sold, and not for resale in any form, when the primary business conducted on the premises is for entertainment purposes including but not limited to game rooms, virtual reality facilities, bocce ball, bowling, and miniature golf; provided, however, that the premises also includes a Full Kitchen, as defined in this Chapter.
4. CLASS A-4 LICENSE: Movie Theater. Retail sale of alcoholic beverages for consumption on movie theater premises where sold and not for resale in any form. Such licenses shall only be issued to establishments with a total floor area equal to or greater than nineteen thousand (19,000) square feet, with the primary purpose of showing films with a minimum of four (4) individual theaters, and where the service of alcoholic beverages is ancillary and incidental to movie theater, and provided that a such establishment is not an Adult Motion Picture Theater. In addition to the other applicable conditions and requirements of this Chapter, A-4 liquor licensees may sell alcoholic liquor subject to the following conditions and restrictions:
  - a. Alcoholic liquor shall only be drawn, poured, or mixed at the bar located in the lobby of the movie theater.
  - b. The movie theater may only serve alcoholic liquor in containers that are of a different color, size and design than those in which it serves nonalcoholic beverages.
  - c. Alcoholic liquor may not be sold unless the movie theater is open for the showing of movies or for the holding of private rentals and events. Alcoholic beverages may not be served more than one hour prior to the advertised showing time of the first movie shown on a particular day, except for private rentals and events.
  - d. The lobby bar and the lounge area may comprise no more than twenty percent (20%) of the floor area outside of the movie theater auditoriums.
5. CLASS A-5 LICENSE: Golf Course. Retail sales of alcoholic liquors for consumption only on the premises where sold in conjunction with the

operation of an 18-hole regulation golf course, including any course, beverage cart, clubhouse, patio, restaurant, or driving range located on the golf course property.

6. CLASS A-6 LICENSE: Retirement Community. Retail sale of alcoholic liquor for consumption on the premises where sold when the primary business conducted on the premises is that of a retirement community for residents, invited guests, at meals, social events, marketing events and civic or community gatherings. These licenses are authorized for issuance only to retirement developments defined as housing developed, planned, designed, licensed and operated to provide a full range of accommodations and services for older adults including independent living, assisted living, sheltered care and nursing home care. Residents may move from one level to another as needs change. This term shall include, but not be limited to, continuing care communities and life care retirement communities.
7. CLASS A-7 LICENSE: Hotel. Retail sale of alcoholic liquor in hotels. Retail sales may take place only in areas specifically designated on the license, including common areas, guest rooms, banquet facilities, and on-premises restaurants under the same ownership as the hotel. A holder of this license may install cabinets for the storage of liquor for the use of room guests in each room; provided, however, that each such cabinet shall be securely locked and a separate key from the room key given only to a guest twenty one (21) years or older at the time of registration.
8. CLASS A-8 LICENSE: Spa, Nail Salon, or Beauty Salon. Retail sale of alcoholic liquor for consumption on the premises where sold when the primary business conducted on the premises is that of a spa, nail salon, or beauty salon. In addition to the other applicable conditions and requirements of this Chapter, A-8 liquor licensees may sell alcoholic liquor subject to the following conditions and restrictions:
  - a. The retail sale of alcoholic liquor shall be limited to one drink per hour per customer or patron of the premises, and no such customer or patron shall be served more than two (2) alcoholic beverages during the permitted hours of retail sale of alcoholic liquor during any one calendar day.
  - b. Customers and patrons shall not be served alcoholic beverages unless receiving contemporaneous spa/salon services from the license holder.
  - c. No live entertainment of any nature shall be permitted on the specified premises.
  - d. No window or any other external signage shall be permitted on the specified premises or surrounding property that indicates that alcoholic liquor is available for retail sale at the specified premises, provided, however, that the business identification signage may contain the word

"bar", and provided further that the word "bar" is only used as part of the business name.

9. CLASS A-9 LICENSE: Jewelry Store. Dispensing of alcoholic liquor, at no charge, for consumption within premises operated as a Jewelry Store. In addition to the other applicable conditions and requirements of this chapter, a Class A-9 liquor licensee may only dispense alcoholic liquor subject to the following conditions and restrictions:
  - a. Alcoholic liquor shall only be served, drawn, poured, mixed or delivered without charge; and
  - b. Alcoholic liquor may only be served in reusable glassware visually distinct from merchandise sold within the premises; and
  - c. No patron may be served more than one (1) alcoholic beverage per hour or more than two (2) alcoholic beverages during any one calendar day; and
  - d. No alcoholic liquor shall be served outside of the hours that the Jewelry Store is open to the general public; and
  - e. There shall be no window or other external signage on the premises or surrounding property indicating that alcoholic liquor is available at the premises; and
  - f. The Licensee shall have professional security guards monitoring every point of customer ingress and egress for any patrons attempting to exit with glassware and shall direct such guards to collect any such glassware; and
  - g. The Licensee must install and maintain a video surveillance system covering, at a minimum, all ingress and egress points from the premises as well as all alcoholic liquor serving points within the premises and such video surveillance system must be connected in real time with full time access to the Village's real time crime center platform.

**B. CLASS B LIQUOR LICENSES; OFF-PREMISES CONSUMPTION.**

Unless specifically provided otherwise, all Class B Liquor Licenses shall be for the retail sale of alcoholic liquor in sealed packages for consumption off the premises where sold, and subject to all general regulations and requirements provided by this Chapter. Sale of alcoholic liquor in any form for consumption on the premises is prohibited.

1. CLASS B-1 LICENSE: Package Sales. Retail sale of alcoholic liquors in the original package, not for consumption on the premises where sold. No licensee shall give, or offer to give, alcoholic liquor as a gift or gratuity with the sale of products other than alcoholic liquors, or induce the purchase of

or promote the sale of products other than alcoholic liquors. A license of this classification may be issued to an establishment located within another establishment, such as a department store, provided that the licensed establishment meets all other criteria stated herein. Establishments holding this license may dispense, free of charge, liquor in small and limited amounts for tasting purposes only, immediately prior and incident to the sale of liquor in the original package, with the intent of promoting the sale of liquor in accordance with the following conditions and limitations:

- i. The liquor shall be dispensed, and the promotional event supervised, at all times by a full time or part time manager or employee of the primary licensee;
- ii. Any manager or employee dispensing liquor must be certified and trained from the state licensed beverage alcohol sellers and servers education and training (BASSET) program or training for intervention procedures (TIPS) program. Each licensee desiring to hold a promotion must submit proof of completion (copy of certificate) of such program licensed by the state for all managers and employees dispensing liquor at a promotion prior to the promotion.
- iii. The total amount of liquor tasted by any one individual may not exceed one ounce of alcohol.
- iv. The sample shall be served in a container which shall be disposed of following the sampling.

#### C. CLASS C LIQUOR LICENSES; SPECIALTY LICENSES

1. CLASS C-1: Restaurant With Brewery. Retail sale of alcoholic liquor primarily for consumption on the premises where sold when the primary business conducted on said premises is that of a restaurant that includes limited brewery operations. A license of this classification shall include authorization for the retail sale of beer manufactured on the premises or beer transferred from commonly owned brewery facilities as permitted by State law for consumption on the premises or for consumption not on the premises in original or sealed packaging only. The retail sales portion of the licensed premises shall be separate from the manufacturing portion of the premises.

2. CLASS C-2 LICENSE: Food Hall Dining Area.

Allows the consumption of alcoholic beverages on premises for a designated common dining area of a food hall of beer, wine, and other alcoholic liquor that is purchased from an adjacent Food Hall Vendor. The holder of any Food Hall Dining Area license shall have the same duties and responsibilities related to the operating of the adjoining Food Hall.

"Premises", as defined for purposes of this section, shall mean the actual physical space wherein alcoholic beverages are consumed by

the public and any area set aside for use by the general public (restrooms, lounge) which are part of the Food Hall;

3. CLASS C-3 LICENSE: Food Hall Vendor.

Allows the retail sale of alcoholic beverages for consumption off premises of the license holder, but for immediate consumption within an adjacent designated common dining area as part of a Food Hall. To apply for a Class C-3 license, the applicant must specify a validly existing Class C-2 Licensed premises where the immediate consumption of the alcoholic beverages will occur. Alcoholic liquor may be delivered and consumed only within: a) the licensed premises owned or leased by the licensee; b) the adjacent licensed Food Hall Dining Area; or c) the premises of other Food Hall Vendors that satisfy the insurance requirements of all applicable sections of this chapter and are located adjacent to a licensed food hall.

4. CLASS C-4 LICENSE: Catering License.

This specialty license permits the off-premises retail sale of alcoholic liquor in connection with the operation of a catering business. The sale of alcoholic liquor shall be made in conjunction with the catering of prepared foods for private functions and for consumption only on the premises where the food is catered. The sale of alcoholic liquor shall be incidental to the food service. No cash bar shall be permitted. It shall be the responsibility of the license holder to determine whether any further licensing or permissions are required by a local body government having jurisdiction over the location of the catered event.

5. CLASS C-5 LICENSE: Special Event.

A Special Event Liquor License permits the temporary retail sale of alcoholic beverages for consumption only on the premises where sold, and not for resale in any form, with specific locations designated on the license. The Special Event license holder shall provide a certificate of insurance of liquor liability (dramshop) coverage, specifically referencing the applicable event, its location and dates, and naming the Village of Oak Brook as an "additional insured" for such coverage. The holder of a Special Event Liquor License shall be subject to all other requirements provided by Village Code. Any and all violations of this chapter involving the sale of liquor at any event pursuant to this supplemental license shall also accrue to the primary license itself, subjecting the primary license to suspension or revocation as provided in this Chapter. A Special Event Liquor License for the temporary retail sale of alcoholic beverages for consumption only on the premises where stated on the permit, and not for resale in any form shall be issued for a period not to exceed twenty-four (24) hours.

6. CLASS C-99 LICENSE: VILLAGE OF OAK BROOK LICENSE

This specialty license is available exclusively to the Village of Oak Brook, a Municipal Corporation, and permits the retail sale, consumption, and delivery of alcoholic liquor at facilities owned or controlled by the Village, as such may be designated from time to time by the Village Board. The sale of alcoholic liquor shall be subject to all other State and local laws and regulations, including specifically those relating to hours of operation, sale of alcoholic liquor as a supplement to food service, and insurance. For purposes of clarification and the avoidance of doubt, under no circumstance does this specialty license authorize, permit, or allow any individual or entity occupying space in any facility or structure owned by the Village, whether such space is occupied via lease, license, or otherwise granted, to sell, distribute, or otherwise permit the facilitation of consumption of alcoholic liquor, whether on or off the occupied premises, without independently being licensed to do so as provided by this Chapter.

#### D. CLASS D LIQUOR LICENSES; SUPPLEMENTAL LICENSES

1. CLASS D-1 LICENSE: Sports Core Poolside Cafe.

The licensed operator of any establishment located on property owned by the Village and holds a valid liquor license issued by the Village for such other establishment is eligible to apply for this supplemental license which authorizes the retail sale of alcoholic beverages for consumption on-premises at the Village Sports Core Poolside Cafe.

2. CLASS D-2: Late Night License.

Any establishment that operates a Full Kitchen, as defined in this Chapter, and holds a valid liquor license issued by the Village is eligible to apply for this supplemental late-night license. The holder of this supplemental late-night license is permitted to sell alcoholic beverages in compliance with their primary liquor license for an extended one (1) hour each day.

3. CLASS D-3: Recorking License.

Any establishment that operates a Full Kitchen, as defined in this Chapter, and holds a valid liquor license issued by the Village is eligible to apply for this supplemental Recorking License. The holder of this supplemental Recorking License may permit a patron to remove one unsealed and partially consumed bottle of wine for off premises consumption, provided said patron purchased a meal and consumed a portion of the bottle of wine with the meal on the premises of the primary liquor license. The licensee shall provide a dated receipt for the bottle of wine to the patron. The partially consumed bottle of wine must be securely resealed by the licensee prior to removal from the premises and placed in a transparent, onetime use, tamperproof bag in compliance with section 6-33 of the Liquor Control Act of 1934 (235 ILCS 5/6-33).

4. CLASS D-4: Retail Service Area License.

Any establishment that operates a Full Kitchen, as defined in this Chapter, and holds a valid Class A-1 liquor license issued by the Village for an establishment located within, or under common ownership of, a retail shopping space which: (i) has a floor area of no less than 45,000 square feet; and (ii) has no more than two public entry or exit points, is eligible to apply for this supplemental Retail Service Area License. A license of this classification permits the sale of alcoholic beverages to patrons within the aforementioned shopping space, provided that the licensed establishment meets all other criteria stated herein. In addition to the other applicable conditions and requirements of this chapter, the following requirements must be met and/or included in the application for a Class D-4 liquor license:

- a. Provide a site plan clearly delineating the boundaries of the restaurant premises to be licensed, including any outdoor areas (the "restaurant area"); the areas of the adjacent retail store in which alcohol can be consumed (the "retail service area"); designated points of ingress/egress to and from the restaurant area and the retail service area; examples of signage in compliance with this chapter;
- b. Provide written evidence of the following: 1) that both the retail service area and restaurant area are leased pursuant to a single, valid lease (the "store lease"), the tenant under such store lease being referred to herein as the "store tenant"; 2) that the applicant holds a valid sublease of the restaurant area from the store tenant, and 3) that both the applicant and the store tenant satisfy the insurance requirements of this chapter, and
- c. Maintain written policies or employee training manual provisions of both the applicant and the store tenant addressing the cleaning and operations of the retail service area in relation to alcoholic beverage service and consumption within the retail service area. Such policies or training manuals shall, in any event, require that applicant personnel regularly monitor the retail service area for used beverage containers and regularly retrieve any such containers. One partially consumed bottle of wine may be taken outside the restaurant area and the retail service area if it has been sealed in compliance with section 6-33 of the Liquor Control Act of 1934 (235 ILCS 5/6-33).
- d. The license holder shall be required to provide a visually distinct and branded non-transferable wristband, bracelet, or similar item to persons seeking to consume alcoholic beverages within the retail service area prior to such persons exiting the restaurant area with alcoholic liquor.
- e. The license holder shall only serve alcoholic liquor for consumption within the retail service area in glassware or containers having a tag

or other feature making them visually distinct from merchandise in the retail service area.

- f. Alcoholic liquor served or dispensed within the restaurant area (as opposed to alcohol sold by the license holder in sealed packages for off-premises consumption) may only be consumed within the restaurant area and retail service area. Further, alcoholic liquor may only be consumed within the retail service area: a) if purchased from or dispensed within the restaurant area; b) during licensed special events, or c) during private events not open to the general public.

5. CLASS D-5: Outdoor License.

Any establishment holding a valid liquor license issued by the Village for on-premises consumption may be eligible for a Class D-5 Outdoor Supplemental License if the applicant satisfies all of the requirements provided herein. The sale of alcoholic liquor in an outdoor area included in the licensed premises shall be permitted adjacent to premises licensed to sell alcoholic liquor for consumption on the premises, subject to the following conditions:

- A. The outdoor area is delineated by an enclosure with a designated ingress and egress point;
- B. Except as otherwise provided in this chapter, the designated ingress and egress point to the outdoor area is either through the licensed premises, or directly adjacent to the licensed premises; and
- C. The outdoor area is owned or leased by the licensee;
- D. The outdoor area is included as part of the regular food service business located on the licensed premises;
- E.
- F. The outdoor area is lawfully established pursuant to the zoning regulations of the Village of Oak Brook.

**4-1-8: LICENSE FEES AND NUMBERS:**

A. Fees And Number of Licenses Authorized: The fees for the licenses issued and the number of licenses authorized pursuant to this chapter shall be as follows:

Class Of License	Application Fee	Annual License Fee	Number Issued
A-1	\$2,000.00	\$3,000.00	40
A-2	\$2,000.00	\$3,000.00	1
A-3	\$2,000.00	\$3,000.00	3
A-4	\$2,000.00	\$3,000.00	2
A-5	\$2,000.00	\$3,000.00	2
A-6	\$2,000.00	\$3,000.00	1
A-7	\$2,000.00	\$5000.00	7
A-8	\$2,000.00	\$3,000.00	2
A-9	\$2,000.00	\$3,000.00	1

B-1	\$2,000.00	\$3,000.00	20
C-1	\$2,000.00	\$3,000.00	1
C-2	\$2,000.00	\$3,000.00	1
C-3	\$2,000.00	\$3,000.00	1
C-4	\$2,000.00	\$3,000.00	6
C-5	No fee	\$100.00 per event	N/A
C-99	No fee	No fee	0
D-1	No fee	No fee	1
D-2	No fee	\$1,000.00	5
D-3	No fee	No fee	0
D-4	No fee	\$1,000.00	2
D-5	No fee	No fee	40

**B. Fee Regulations:**

1. There shall be no refund or proration of the license application fee. For any license issued on or after July 1 of any year, the annual license fee shall be prorated by dividing the fee set forth in this section by twelve (12) and multiplying the resulting sum by the number of partial and full months remaining in the license year.

2. If an applicant conducts, or proposes to conduct, the sale of alcoholic liquor within a single premises in ways which would require the issuance of more than one license to authorize all of the subject activities, the fee for the second or any additional licenses, not including supplemental Class D Liquor Licenses, shall be five hundred dollars (\$500.00); and no application fee shall be required for the second or any additional licenses. Notwithstanding the foregoing, should the applicant's requested licenses have different fee structures under Section 4-1-8(A), the license with the highest applicable fee(s) shall be considered the primary license, with the fee for the second or any additional licenses, not including supplemental Class D Liquor Licenses, shall be five hundred dollars (\$500.00) Each license issued shall be publicly posted at the appropriate location where alcoholic liquor is being offered for retail sale. All of the subject activities must be conducted within a single premises, and must be under the same ownership and control. Nothing herein contained shall be so construed as to prevent any hotel operator licensed under the provisions of this chapter from serving alcoholic liquor to its registered guests in any room or part of its hotel, if such liquor so served shall be kept in and served from a licensed location, place, or premises in the hotel.

**4-1-9: REGULATIONS AND CONDITIONS OF ISSUANCE:**

**A. ADDITIONAL REGULATIONS:**

In addition to the other applicable conditions and requirements set forth in this Chapter, the following regulations shall apply for all liquor licenses:

- i. No establishment shall serve liquor outside of normal business hours
- ii. Any establishment holding a license authorizing the sale of alcohol for on-premises consumption shall not serve beverages that exceed the following alcoholic content limits in a single "alcoholic beverage" or individual serving:

- a. No more than twenty (20) ounces of beer;
  - b. No more than six (6) ounces of wine; and
  - c. No individual mixed drink or beverage other than beer or wine may be sold with more than three (3) ounces of liquor or liqueur.
- iii. The licensee must submit a detailed layout of the premises to the Village, showing access points, areas where alcohol is served, locations of security cameras, and signage informing patrons that taking alcoholic beverages outside the venue is prohibited.
- iv. Alcoholic liquor shall only be drawn, poured, or mixed within the licensed premises owned or leased by the licensee
- v. Alcoholic liquor may only be served in containers that are of a different color, size and/or design than those in which nonalcoholic beverages are served. Such alcoholic liquor containers shall clearly and legibly state on the container's exterior the name of the licensed operator that served the alcoholic liquor.
- vi. Each license holder, employee or agent shall maintain the premises in a peaceable and orderly manner so as not to allow any patron, employee or member of the public on the premises to commit any act, which act is done in an unreasonable manner so as to alarm or disturb another and to provoke a breach of the peace;
- vii. Each license holder, employee or agent shall have sufficient employees or agents on the premises to maintain the peace. Any employee, agent, or person acting on behalf of the license holder shall be suitably trained.
- viii. Each license holder, employee or agent who is present or observes any type of criminal activity, or notes that any person is in a state of stupor or unconscious is required to immediately call 9-1-1 and notify authorities of the event;
- ix. In the event that more than three (3) incidents of similar types of activity such as drugging of persons, disorderly conduct, fighting or other criminal activity which is classified as crimes against persons occur on any licensed Food Hall within the course of one (1) year, said violations shall constitute a public nuisance;
- x. Any license holder that installs a surveillance system is required to keep the system in good working order and copies of the surveillance for a period of thirty (30) days. The license holder shall provide any recordings upon request of the Chief of Police as part of any investigation into criminal offenses or the Village Manager as part of any investigation into code violations. The license holder shall not destroy, erase or otherwise alter or remove any recording that a reasonable person knows will be part of a criminal or code investigation.

- xi. In the event the Village Manager receives complaints or police reports that the premises are not maintained in a peaceable manner, the Village Manager may impose additional safety requirements upon written notice to the food court license holder. The safety requirements may be for a limited or extended period of time to ensure the peace on the premises. The safety requirements may vary depending on the safety needs.

## B. CONDITIONS OF LICENSES:

### A. Insurance Requirements:

1. All licensees shall have in effect, prior to the issuance of any liquor license hereunder, general liability insurance with limits of not less than one million dollars (\$1,000,000.00) combined single limit or one million dollars (\$1,000,000.00) per occurrence and per aggregate, naming the Village of Oak Brook as a party insured, and shall submit to the Village a certificate or policy of insurance as evidence of such coverage, issued by an insurance company licensed to do business in the State and have a "Best" rating acceptable to the Village. The effective period of such insurance coverage shall coincide with the period the liquor license is in effect. A general liability insurance policy containing a self-insurance retention requirement (SIR) does not satisfy the requirements of this subsection.

2. In addition, each liquor license applicant shall furnish evidence satisfactory to the Liquor Control Commissioner, or the Commissioner's designee, that it is covered by a policy of liquor liability insurance by a responsible insurance company authorized and licensed to do business in the State insuring such applicant in the amount of not less than one million dollars (\$1,000,000.00). A liquor liability insurance policy containing a self-insurance retention requirement (SIR) does not satisfy the requirements of this subsection.

B. Display Of License: All current licenses and required warning signs issued under this chapter shall be displayed together by the licensee at all times in a conspicuous place where they are readily visible to the public. The same requirements shall apply for any license issued by the Illinois State Liquor Control Commission.

1. It shall be the responsibility of each licensed establishment which sells alcoholic liquor to provide certified training from the State licensed beverage alcohol sellers and servers education and training (BASSET) program or training for intervention procedures (TIPS) program to its liquor managers, bartenders, servers, and any other employee involved in the furnishing of alcoholic beverages to its customers.

2. It shall be the responsibility of each licensed establishment which sells alcoholic liquor for consumption on the premises to have present on the premises at all times when alcoholic liquor may legally be sold, a manager or other employee in charge of such establishment who shall have successfully completed a training program for servers and sellers licensed by the Illinois Department of Alcohol and Substance Abuse and approved by the Commissioner. In addition to the penalties otherwise provided in this chapter, failure to

comply with this section shall be cause for denial of a liquor license or subject a licensee to the penalties set forth in section 4-1-19 of this chapter.

3. The initial application and all subsequent renewal applications for all classes of retail liquor licenses shall be accompanied by proof of completion (copy of certificate) of such program licensed by the State by all liquor managers and such other current employees as are necessary to comply with the provisions of subsection C1 of this section.

C. Permitted Hours For Sale And Consumption: The hours during which a licensee shall be permitted to sell, offer for sale, cause to be sold or to be given away, or to permit the consumption in or upon any licensed premises of any alcoholic liquor shall be as follows:

	<b>Start Time (Day of)</b>	<b>End Time (Next Day)</b>	<b>Late Night License End Time (if applicable)</b>
Monday	6:00 A.M.	12:00 A.M.	1:00 A.M.
Tuesday	6:00 A.M.	12:00 A.M.	1:00 A.M.
Wednesday	6:00 A.M.	12:00 A.M.	1:00 A.M.
Thursday	6:00 A.M.	12:00 A.M.	1:00 A.M.
Friday	6:00 A.M.	12:00 A.M.	1:00 A.M.
Saturday	6:00 A.M.	1:00 A.M.	2:00 A.M.
Sunday	9:00 A.M.	1:00 A.M.	2:00 A.M.

D. Delivery Of Alcoholic Liquor Off Premises: It shall be unlawful for the holder of any liquor license issued by the Village to offer delivery service of alcoholic liquor unless otherwise specifically authorized by the Illinois Liquor Control Act of 1934 (235 ILCS 5/1-1, *et. seq.*) and properly licensed by Illinois Liquor Control Commission.

#### **4-1-10: LICENSE ELIGIBILITY AND RESTRICTIONS ON ISSUANCE**

No such liquor license shall be issued or renewed to the following:

- A. A person who is not of good character and reputation in the community;
- B. A person who is not a citizen or a permanent resident of the United States;
- C. A person who has been convicted of a felony under any federal or state law if the local Liquor Control Commissioner determines after investigation, that such person has not been sufficiently rehabilitated to warrant the public trust;
- D. A person who has been convicted of being the keeper of, or is keeping, a house of ill fame;
- E. A person who has been convicted of pandering or other crime or misdemeanor opposed to public decency and morality;
- F. A person whose liquor license under this chapter has been revoked for cause;
- G. A person who at the time of application for renewal of any liquor license issued hereunder would not be eligible for such liquor license under a first application;

H. If the applicant is a partnership:

1. Unless all of the partners of such partnership would be qualified to obtain a license if each of the partners applied for a license in their individual capacity;

2. To which a federal gaming device stamp or a federal wagering stamp has been issued by the federal government for the current tax period, or if any of the partners have been issued a federal gaming device stamp or federal wagering stamp by the federal government for the current tax period;

I. If the applicant is a corporation or limited liability company:

1. If any officer, manager or director thereof, or any stockholder or stockholders owning directly or beneficially in the aggregate more than five percent (5%) of the stock of such corporation, would not be eligible to receive a liquor license hereunder for any reason other than citizenship or permanent resident status;

2. Unless it is incorporated in Illinois or a foreign corporation qualified under the Illinois business corporation act to transact business in Illinois;

3. If any officer, manager or director thereof, or any stockholder owning in the aggregate more than five percent (5%) of the stock of such corporation has been issued a federal gaming stamp or a federal wagering stamp for the current tax period;

J. A person whose place of business is conducted by a manager or agent, unless said manager or agent possesses the same qualifications required of the licensee;

K. A person who has been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor, or who shall have forfeited his bond to appear in court to answer charges for any such violation;

L. A person who does not own the premises for which a liquor license is sought, or does not have a lease thereon for the full period for which the liquor license is issued;

M. A member of the Village Board of Trustees, unless the elected official agrees not to participate in any meetings, hearings, or decisions on matters impacting the manufacture, sale, or distribution of alcoholic liquor;

N. A person who fails to obtain a State liquor license;

O. A person who is not a beneficial owner of the business to be operated by the licensee;

P. A person who has been convicted of a gambling offense as prescribed by 720 Illinois Compiled Statutes 5/28-1, as heretofore or hereafter amended, or as proscribed by a statute replaced by any of the aforesaid statutory provisions;

Q. A person to whom a federal gaming device stamp or a federal wagering stamp has been issued by the federal government for the current tax period;

R. Any premises for which a federal gaming device stamp or a federal wagering stamp has been issued by the federal government for the current tax period.

S. Any premises upon which theatrical or other live performances which include the types of conduct enumerated in subsections 4-1-18 of this Chapter shall constitute the entertainment offered to the patrons thereof. This prohibition includes, but is not limited to, any entertainment, fashion show or other presentation which may include any person in a nude or seminude state, including, but not limited to, servers, hosts, hostesses, dancers, singers, models or other performance artists, or Role Playing Interactions.

T. Any premises for the sale at retail of any alcoholic liquor within one hundred feet (100') of any church, school, other than an institution of higher learning, or other entity as provided in 235 Illinois Compiled Statutes 5/6-11 provided that this prohibition shall not apply to hotels offering restaurant service, regularly organized clubs, or to restaurants, food shops or other places where sale of alcoholic liquors is not the principal business.

U. Any premises which are to be operated as a "Men's or Women's Club" as defined in section 4-1-3 of this chapter.

V. Any premises which is to be operated as an "Adult Use", as defined in section 4-1-3 of this chapter.

#### **4-1-11: APPLICATION FOR LICENSE**

Applications for a retail liquor license shall be made in writing or electronically sent to the Local Liquor Control Commissioner on forms provided by the Village, signed by the applicant, if an individual; or if a corporation, partnership or limited liability company, by a duly authorized agent thereof, verified by oath or affidavit.

All applications for a retail liquor license hereunder shall be accompanied by the payment in the full amount of the application fee required to be paid for the classification of license applied for pursuant to section 4-1-8 of this chapter. All applications for a retail liquor license must contain the following:

A. The name, date of birth, driver's license number and state where issued to the applicant, in the case of an individual; in the case of a partnership, the same information from the persons entitled to share in the profits thereof; in the case of a corporation, the date of incorporation, the objects and purposes for which it was organized, a summary of its activities during the past year, and the aforesaid information for each of the officers, directors, all persons owning directly or beneficially more than five percent (5%) of the stock of such corporation, the general manager(s) and the person(s) operating as liquor manager(s) of the premises; and in the case of a limited liability company, the date of organization, the purposes for which it was organized, a summary of its activities during the past year, and the aforesaid information for each of the managers and members owning directly or beneficially more than five percent (5%) of the ownership of the company and the person operating as manager of the premises;

B. The citizenship of the applicant, the place of the applicant's birth, and if a naturalized citizen, the date and place of the applicant's naturalization. If the applicant is not a citizen of the United States, a statement indicating if the applicant is a permanent resident of the United States, and if so, the date the applicant's permanent resident status was granted and proof thereof;

C. The character of business of the applicant; and in case of a corporation or limited liability company, the purposes for which it was formed;

D. The length of time said applicant has been in business of that character, or in the case of a corporation or limited liability company, the date when its charter was issued;

E. The location and description of the premises or place of business which is to be operated under such liquor license;

F. A statement whether applicant has made application for a similar or other liquor license on premises other than described in this application, and the disposition of such application;

G. A statement that the applicant is not unqualified to receive a liquor license by reason of any matter or thing contained in this chapter, laws of this state, or the ordinances of the village, and a statement as to whether the applicant has ever been convicted of a felony;

H. Whether a previous liquor license issued by any licensing authority has been revoked, and the reasons therefor;

I. A statement that the applicant will not violate any of the laws of the State of Illinois, or of the United States, including, but not limited to, the Americans with Disabilities Act, or any ordinances of the Village in the conduct of the applicant's business;

J. A statement describing the specific procedures to be enacted by the applicant to monitor operations to ensure no incidence of underage consumption;

K. A completed fingerprint card from each general partner, sole proprietor, general manager and liquor manager; and any officer of a corporation or limited liability company who owns either directly or indirectly more than five percent (5%) of the outstanding shares of any class of the capital stock of said corporation or more than five percent (5%) ownership interest of said limited liability company. Notwithstanding anything to the contrary contained in this subsection, a person named herein is not required to submit a fingerprint card to the Village if the Village already has a fingerprint card on file for that person; and

L. Such additional information or identification as the local Liquor Control Commissioner may deem necessary for directors and other persons affiliated with the applicant in order to establish the character of the applicant.

#### **4-1-12: LIST OF LICENSES KEPT:**

The Village Clerk shall keep or cause to be kept a complete record and shall furnish the Commissioner, Village Manager, Village Treasurer and Chief of Police each with a copy thereof; upon the issuance of any new license, or any revocation of any old license, the Village Clerk shall provide written notice to each of said officers of such action.

#### **4-1-13: LICENSE RENEWAL, FAILURE TO RENEW:**

A. Any licensee may apply for renewal of his license prior to the expiration thereof, provided he is then entitled to receive a license and the premises for which such renewal license is sought remains suitable for such purpose.

B. In order to assure eligibility to renew the license, the licensee shall either certify to the continued compliance of the premises with the conditions pursuant to which the license was initially granted, including the approved floor plan, or shall submit a request for approval of certain changes in the licensed business pursuant to subsection 4-1-15 of this chapter. The renewal application shall be on forms provided by the Village and shall include the same information as provided for an original application, to determine whether the licensee is, and will continue to be, qualified for a license. Provided, in lieu of new submittals, the renewal applicant may certify, on forms provided for by the Village, that some or all of the information previously provided by the applicant with any original or renewal application has not changed, and provided further, that subsection 4-1-11(K) of this chapter, shall not apply in the case of a renewal of a liquor license in good standing.

C. Applications for renewal along with the required license fee shall be filed with the Village no later than the second Friday of June each year. Applications for renewal filed after this deadline shall be considered a late filing, but shall be accepted by the Village until June 30 of each year, provided that any licensee submitting a late filing shall, in addition to the license fee, pay a late fee of five hundred dollars (\$500.00). No application for renewal shall be accepted after June 30 of each year. Any application filed after June 30 shall be treated as an application for an original license.

D. Applications for renewal shall be considered by the Commissioner and either approved or denied based upon the standards and qualifications for issuance as set forth in this chapter and state law.

E. Except for Special Events Licenses, any license issued pursuant to this chapter shall terminate by operation of law at 11:59:59 P.M. of the June 30 following issuance. Any licensee who has filed an application shall be permitted to continue operation under the authority of the existing license, even after June 30, until a final decision is made by the Commissioner as provided herein. Any licensee who fails to file a renewal application shall cease liquor operation on or before June 30.

**4-1-14: LICENSE A PERSONAL PRIVILEGE; NOT SUBJECT TO ATTACHMENT, TRANSFER, DEVOLUTION:**

A license shall be purely a personal privilege, good for not to exceed one year after issuance, unless sooner revoked as in this chapter provided, and shall not constitute property, nor shall it be subject to attachment, garnishment or execution, nor shall it be alienable or transferable, voluntarily or involuntarily, or subject to being encumbered or hypothecated. Such license shall not descend by the laws of testate or intestate devolution, but it shall cease upon the death of the licensee; provided, that executors or administrators of the estate of any deceased licensee, and the trustee of any insolvent or bankrupt licensee, when such estate consists in part of alcoholic liquor, may continue the business of the sale of alcoholic liquor under order of the appropriate court, and may exercise the privileges of the deceased or insolvent or bankrupt licensee after the death of such decedent or such insolvency or bankruptcy until the expiration of such license, but not longer than six (6) months after the death, bankruptcy or insolvency of such licensee. A refund shall be made of that portion of the license fees paid for any period in which the licensee shall be prevented from operating under such license in accordance with the provisions of this section.

**4-1-15: CHANGES TO LICENSEE'S BUSINESS:**

A. Change In Ownership: Any change of officers, directors, stockholders with more than five percent (5%) interest in the corporation, limited liability company, general partnership, limited partnership, or manager must be approved pursuant to section 4-1-10 of this chapter. The licensee shall file the required documents with the Village Clerk not later than the effective date of the proposed change, along with a five hundred dollar (\$500.00) change review fee. Any such change shall be subject to the final approval of the local Liquor Control Commissioner as provided in this chapter. Any change in ownership of the licensee, which shall herein mean a controlling interest in any legal entity, or if an individual or partnership, a different individual or a change in the partners, shall be treated as an application for a new license under section 4-1-11.

B. Operation Under Management Agreement: The operation of a licensed business by an unlicensed individual or corporation under a management agreement which permits such unlicensed individual or corporation to control and direct the operation of the business, to retain all or a majority of the profits derived from such business, or to utilize the privileges of the liquor license issued to another for such business for any period in excess of ninety (90) days. A management agreement shall not be deemed to include a contract for employment between a licensee and an individual manager or managers, who operate the licensed business on behalf of or at the discretion of the licensee.

C. Change of Liquor Manager: Within ten (10) days of any change of liquor manager, general manager or agent conducting business for the licensee, the licensee shall report such change to the Commissioner and shall file the required documents with the Village Clerk not later than the effective date of the proposed change, along with a five hundred dollar (\$500.00) change review fee. Any such change shall be subject to the final approval of the local Liquor Control Commissioner as provided in this chapter.

D. Change In Floor Plan Or Focus Of Local Operation:

1. During the term of any license issued for the sale of alcoholic liquor for consumption on the premises, if a licensee proposes to make any of the changes hereinafter enumerated, which would alter its operation from the conditions pursuant to which the license was initially granted, the licensee shall apply in writing to the Commissioner for approval of such changes, and provide information concerning the specific changes proposed, including a revised floor plan, if any. The following shall be considered a change in the operation for purposes of this subsection: a) a change in the floor plan in any manner which would alter the number of seats provided primarily for restaurant use by more than ten percent (10%), or which would expand any area in which entertainment or service of alcoholic liquor is provided; b) any increase in the number of bar seats; c) a change in the type and/or focus of the theme, decor, motif, advertising or menu for the licensed business in any manner which would promote the sale of alcohol or the entertainment available on the premises as opposed to the availability of food service.

2. Upon receipt of a request for approval of any of the changes as provided in subsection D1 of this Section, the Commissioner shall review the licensee's proposed changes to determine the

nature and significance of the changes in consideration of the classification of license held and the requirements established for such classification. The Commissioner may approve the proposed changes if it is determined that the proposed changes in the floor plan, the nature and focus of the local operation, the menu, the type and focus of advertising for the licensed business are in substantial conformity with the requirements of the liquor control ordinance for the license classification. If it is determined that such proposed changes are not in substantial conformity, the Commissioner will so advise the licensee.

3. No additional license fee shall be payable and no new license shall be required by virtue of the changes described in subsection D1 of this Section.

E. So long as an application for approval of any of the changes described in subsections A through D of this Section is pending, and not yet acted on by the Commissioner, the applicant may continue to conduct its business and operations in the manner approved at the time the license was initially granted. If approval of the proposed changes is granted, the licensee may proceed to implement such changes in accordance with the approval granted, and subject to any conditions which may be established as part of such approval. If approval is denied, licensee shall continue to operate its business in the manner approved at the time the license was initially granted.

Failure to give the notice required in subsections A, B, or C of this Section shall constitute a violation of this Chapter subjecting the licensee to the penalties set forth in Section 4-1-19 of this Chapter, including revocation or suspension of the license. So long as an application therefor is pending and not yet acted upon by the Commissioner, the applicant may continue to conduct its business and operations under the license in effect immediately prior to such changes.

F. Change Of Location: A license issued under this Chapter shall permit the sale of alcoholic liquor only in the premises described in the application for the license. Such location may be changed only upon written permission to make such change issued by the Commissioner. No change of location shall be permitted unless the proposed new location is a proper one for the retail sale of alcoholic liquor under the laws of the State, and under ordinances of the Village.

D. Cessation Of Business: Any licensee who has ceased to do business or closes its place of business for a period of more than thirty (30) successive days without written permission from the Commissioner shall be subject to having its license declared forfeited and lapsed by order of the Commissioner.

#### **4-1-16: RESPONSIBILITY FOR AGENTS AND EMPLOYEES:**

Every act or omission of whatsoever nature, constituting a violation of any of the provisions of this chapter by an officer, director, general manager, liquor manager or other agent or employee of any licensee, if such act is committed or omission is made within the scope of such agency or employment or with the authorization, knowledge, or approval of the licensee, shall be deemed and held to be the act of such employer or licensee and such employer and licensee shall be punishable in the same manner as if such act or omission had been done or omitted by the employer or licensee.

#### **4-1-17: AGE RESTRICTIONS:**

A. Sales To Certain Persons Prohibited: No licensee or other person shall sell, give or deliver alcoholic liquor, including beer and wine, to any person under the age of twenty one (21) years as identified per Section 4-1-17-C, or to any intoxicated person or to any person known by the licensee or other person to be a habitual drunkard, spendthrift, or insane, feeble-minded or distracted person.

2.

B. Delivery Of Samples Of Alcoholic Liquor: No licensee shall deliver any alcoholic liquor at a tasting, unless an employee or agent of the licensee who is twenty one (21) years of age or older is present i where the alcoholic liquor is available for consumption on the premises. It shall be the responsibility of such employee or agent, on behalf of the licensee, to demand presentation of positive identification showing proof of age if such employee or agent has reason to believe or should have reason to believe that any prospective recipient is underage.

C. Evidence Of Age Of Person Attempting To Purchase Or Receive Alcoholic Liquor:

1. If a licensee or its agent or employee believes, has reason to believe, or should have reason to believe, that a sale or delivery of alcoholic liquor is prohibited because the prospective recipient is underage, then, before making such sale or delivery, the licensee shall demand presentation of positive identification issued by a public officer in the performance of official duties, and containing proof of age and a picture of the holder thereof. A traffic citation shall not be accepted as identification or evidence of age.

2. No person shall transfer, alter or deface an identification card issued by a Federal, state, county or municipal government or subdivision or agency thereof, use the identification card of another, carry or use a false or forged identification card, or obtain an identification card by means of false identification.

3. No person shall purchase, accept delivery or have possession of alcoholic liquor by the use of an altered, forged or defaced identification card or by the use of an identification card of another person.

4. No person shall misrepresent his age for the purpose of purchasing or obtaining alcoholic liquor in any place in the Village where alcoholic liquor is sold at retail.

5. If a person under the age of twenty one (21) years is in possession of alcoholic liquor on premises licensed to sell alcoholic liquor for consumption on such premises, it shall be presumed that the licensee sold, gave or delivered such alcoholic liquor to the minor in possession thereof.

6. For the purpose of preventing the violation of this subsection, any licensee, or its agent or employee, may refuse to sell or serve alcoholic beverages to any person who is unable to produce adequate written evidence of identity and of the fact that he or she is twenty-one (21) years of age or older.

D. Required Warning Signs:

1. In every place in the Village where alcoholic liquor is sold, there shall be displayed at all times, with the liquor license, in a prominent place, a "proof of age" sign provided by the Illinois Liquor Control Commission.

2. The Village Board finds that there is a need for public information about the risk of birth defects when women consume alcoholic liquor during pregnancy. The U.S. Surgeon General has recommended abstinence from alcohol during pregnancy. Since fetal alcohol syndrome and fetal alcohol effects are preventable, the Village Board finds that it is in the public interest to provide warning about the risk of alcohol related birth defects at places where alcoholic liquors are sold.

In every place in the Village where alcoholic liquor is sold, there shall be displayed at all times in a prominent place a printed card, eight and one-half inches by eleven inches (8 1/2" x 11") in size, which shall read substantially as follows:

**GOVERNMENT WARNING: ACCORDING TO THE SURGEON GENERAL, WOMEN SHOULD NOT DRINK ALCOHOLIC BEVERAGES DURING PREGNANCY BECAUSE OF THE RISK OF BIRTH DEFECTS.**

**E. Employment Of Underage Persons:**

1. It shall be unlawful for any licensee, or any officer, associate, member, representative, agent or employee of such licensee, to engage, employ or permit any person under the age of twenty-one (21) years to attend bar or to draw, pour or mix any alcoholic liquor; provided that the provisions of this subsection shall not be construed to prevent the employment of persons who are at least eighteen (18) years of age as waiters or waitresses in restaurants, recreational facilities or hotels for the purpose of serving food and alcoholic liquor in the licensed retail premises.

2. It shall be unlawful for any licensee or any agent or employee of any licensee holding a retail liquor license authorizing the sale of alcoholic liquor not for consumption on the premises to permit any employee under the age of twenty-one (21) years or any customer of any age to register, by mechanical or electronic means, the sale of any alcoholic liquor, including beer and wine.

**F. Unlawful Possession And Consumption By Persons Underage; No Seating At The Bar:**

1. No person under the age of twenty-one (21) years shall possess, consume, purchase, attempt to purchase or accept delivery of alcoholic liquor within the Village; provided the possession and dispensing, or consumption by a person under the age of twenty-one (21) years of alcoholic liquor in the performance of a religious ceremony, the consumption by a person under the age of twenty-one (21) years under the direct supervision and approval of the parent or guardian of such underage person in the privacy of the parent's or guardian's home, or the possession and delivery of unopened containers of alcoholic liquors in pursuance of a person's lawful employment is not prohibited and shall not be construed as a violation of this subsection. A violation of this subsection F1 shall be treated as an infraction, and shall, upon conviction, be punishable as set forth in subsection 1-3-1A of this Code.

2. No person, after purchasing or otherwise obtaining alcoholic liquor, shall sell, give or deliver such alcoholic liquor to another person under the age of twenty-one (21) years, except as allowed under subsection F1 of this section.

3. No person under the age of twenty-one (21) years shall occupy a seat at the bar.

G. Parental Responsibility: It shall be unlawful for any person to knowingly permit any child under the age of twenty-one (21) of whom he or she may be the parent or guardian to violate any provision of this chapter.

H. Responsibility Of The Owner Or Occupant Of Premises:

1. It shall be unlawful for any owner or occupant of any premises located within the Village to knowingly allow any person under the age of twenty-one (21) years and not his/her child to remain on such premises while in the possession of alcoholic liquor or while consuming alcoholic liquors in violation of subsection F of this section.

2. For purposes of this subsection, to "possess" alcoholic liquor shall include, but is not limited to, the presence of any amount of alcohol within the body of a person.

3. For purposes of this subsection, the refusal to submit to a test of a person's blood, urine or breath to determine if alcohol is present shall create a rebuttable presumption that the person possessed alcohol within his body.

**4-1-18: PROHIBITED ACTS:**

A. Prohibited Activities On Licensed Premises:

1. No holder of a liquor license, its agent or employee shall allow, permit or suffer to maintain on the licensed premises any person who engages in an act which constitutes soliciting for a prostitute or soliciting for a juvenile prostitute as defined in 720 Illinois Compiled Statutes 5/11-15 and 5/11-15.1. No holder of a liquor license, its agent or employee shall commit any act which constitutes keeping a place of prostitution as set forth in 720 Illinois Compiled Statutes 5/11-17 on the licensed premises.

2. No holder of a liquor license, its agent or employee shall allow or permit any gambling on any premises licensed to sell alcoholic liquor.

3. No holder of a liquor license, its agent or employee shall allow, permit or suffer to remain on the licensed premises any person who solicits any customer or patron of the licensed premises to purchase alcoholic liquor or nonalcoholic beverages.

4. No holder of a liquor license, its agent or employee shall allow or permit any employee or contractor who performs any dance or exhibition on the licensed premises to solicit or accept payment of money or other valuable consideration from any customer or patron of the licensed premises for such performance.

5. No holder of a liquor license, its agent or employee shall allow, permit, employ, or contract with any person to engage in any live act, demonstration, dance, exhibition or appearance on the licensed premises which exposes to public view:

a. His or her genitals, pubic hair, buttocks, perineum and anal region or pubic hair region; or

b. Any device, costume or covering (including latex, plastic or other substances) which gives the appearance of or simulates the genitals, pubic hair, buttocks, perineum, anal region or pubic hair region; or

- c. Any portion of the female breast below the top of the areola, or any simulation thereof.

For purposes of this section, any of the items described in subsections A5a through A5c of this section shall be considered exposed to public view if it is uncovered or is less than completely and opaquely covered.

7. No holder of a liquor license, its agent or employee shall allow, permit or suffer the following kinds of conduct; nor allow, permit or suffer books, magazines, or coin operated motion picture devices depicting, describing or relating to the following kinds of conduct to be present on the licensed premises:

- a. The performance of acts, or simulated acts, of sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any sexual acts which are prohibited by law;
- b. The actual or simulated touching, caressing or fondling of the breast, buttocks, anus or genitals; or
- c. The actual or simulated displaying of the breasts, pubic hair, anus, vulva, or genitals; or
- d. The permitting by a licensee of any person to remain in or upon the licensed premises who exposes his or her genitals or anus to public view.

8. No holder of a liquor license shall present for public view on the premises films, movies, previews, trailers or advertisements which are distinguished by their emphasis on matters depicting, describing or relating to specified sexual activities or specified anatomical areas.

9. No holder of a liquor license, its agent or employee shall allow, permit or suffer any entertainment, fashion show, presentation or performance which may include any person in a nude or seminude state, including, but not limited to, servers, hosts, hostesses, dancers, singers, models or other performance artists, or to permit role playing interactions.

#### B. Limitations On The Sale And Promotion Of Alcoholic Liquor On Licensed Premises:

1. It shall be unlawful for any licensee, or any employee or agent of any licensee, on licensed premises where alcoholic liquor is sold or offered for sale for consumption thereon, to engage in any of the following practices:

- a. Delivery of two (2) or more drinks to one person at one time.
- b. Sell, offer for sale, or delivery to any person an unlimited number of drinks during any set period of time for a fixed price, except at private functions not open to the public.
- c. Increase the volume of alcoholic liquor contained in a drink without a proportionate increase in the price charged for such drink as compared to prices during the same calendar week.
- d. Encouraging or permitting on the licensed premises any game or contest which involves drinking or the awarding of drinks as prizes.

2. No licensee shall advertise or promote in any way, whether within or outside the licensed premises, any of the practices prohibited under this section.

3. Nothing contained in this section shall prohibit a licensee from engaging in any of the following practices:

- a. Offering free food or entertainment at any time;
- b. Offering a drink as part of a meal or hotel services package;
- c. Offering free tastings of not more than 1 oz of alcoholic liquor;
- d. Offering room service to registered guests in hotels licensed for such service;
- e. Selling pitchers or the equivalent, including, but not limited to, buckets, carafes or bottles of alcoholic liquor which are customarily sold in such manner and delivered to two (2) or more persons at one time.
- f. Discounting any drink of alcoholic liquor during a specified time only if:
  - (1) The price of the drink of alcoholic liquor is not changed during the specified discount time;
  - (2) The period of time during which any drink of alcoholic liquor is discounted does not exceed four (4) hours per day and fifteen (15) hours per week; however, this period of time is not required to be consecutive and may be divided by the licensee in any manner;
  - (3) The drink of alcoholic liquor is not discounted between the hours of ten o'clock (10:00) P.M. and the licensed premises' closing hour; and
  - (4) Notice of the discount of the drink of alcoholic liquor during a specified time is posted on the licensed premises or on the licensee's publicly available website at least seven (7) days prior to the specified time.

C. Peddling Prohibited: It shall be unlawful to peddle alcoholic liquor in the Village.

#### **4-1-19: VIOLATIONS; PENALTY:**

A. Penalty: Any person violating any provision of this chapter may be fined not less than twenty five dollars (\$100.00) nor more than one thousand dollars (\$1,000.00) for a first violation within a twelve (12) month period, one thousand five hundred dollars (\$1,500.00) for a second violation within a twelve (12) month period, and two thousand five hundred dollars (\$2,500.00) for a third or subsequent violation within a twelve (12) month period. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues. Not more than fifteen thousand dollars (\$15,000.00) in fines under this section may be imposed against any licensee during the period of its license. In addition to any other penalty, a licensee convicted of violating any provision of this chapter may be subject to having its license revoked, suspended or not renewed by the Commissioner.

Any licensee determined by the Village President to have violated any of the provisions of this chapter shall pay to the Village the costs of the hearing before the Village President on such violation. The Village President shall determine the costs incurred by the Village for said hearing, including, but not limited to: court reporter fees, the costs of transcripts or records, attorney fees, the cost of preparing and mailing notices and orders and all other miscellaneous expenses incurred by the Village or such lesser sum as the Village President may allow.

B. Revocation Or Suspension Of Local License; Notice And Hearing:

1. The Commissioner may revoke or suspend any license issued if the Commissioner determines that the licensee has violated any of the provisions of this chapter or any State law pertaining to the sale of alcohol. However, no such license shall be so revoked or suspended except after a public hearing by the Commissioner with at least three (3) days' prior written notice to the licensee, as provided in subsection C of this section, affording the licensee an opportunity to appear and defend. If the licensee fails to appear for such public hearing after receiving notice as provided in said subsection C of this section, a default judgment may be entered and the Commissioner may revoke or suspend the license. If the Commissioner has reason to believe that any continued operation of a particular licensed premises will immediately threaten the welfare of the community, the Commissioner may, upon the issuance of a written order stating the reason for such conclusion, and without notice or hearing, order the licensed premises closed for not more than seven (7) days, giving the licensee an opportunity to be heard during that period; except, that if such licensee shall also be engaged in the conduct of another business on the licensed premises, such order shall not be applicable to such other business.

2. The Commissioner shall, as promptly as practicable, after such hearing, if the Commissioner determines after such hearing that the license should be revoked or suspended, state the reasons for such determination in a written order of revocation or suspension and shall serve copy of such order upon the licensee.

C. Method Of Notice: All notices herein required shall be in writing. The notice will be effective upon service by delivery of the notice personally to any agent of the licensee on the licensed premises and by mailing the notice by certified mail, return receipt requested, to the owner, if the licensee is an individual, to a partner, if the licensee is a partnership, or to the registered agent of the licensee, if the licensee is a corporation.

D. Appeal: In the event of an appeal from an order or action of the local Liquor Control Commissioner to the State Liquor Commissioner, the appeal shall be limited to a review of the official records of the proceedings of the Commissioner.



**ITEM 8.B.1.**

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

**AGENDA ITEM**

Board of Trustees Regular Meeting  
of  
April 14, 2026

---

**SUBJECT:** GTZ – Referral of Planned Development for Butterfield Road properties  
(Amazon)

**FROM:** Rebecca Von Drasek, Development Services Director

**BUDGET SOURCE/BUDGET IMPACT:** N/A

**RECOMMENDED MOTION:** I move that the Village Board refer the GTZ Properties request for a retail development at Butterfield and Meyers Roads to the Planning & Zoning Commission for review and recommendation.

**Background/History:**

At the March 10, 2026 Village Board meeting, the applicant presented a conceptual redevelopment proposal for the approximately 27-acre property located at the southeast corner of Butterfield Road and Meyers Road. The proposal included development of two commercial retail buildings anticipated to be occupied by Amazon and Ashley Furniture, along with associated site improvements.

Following the Village Board meeting, the applicant informed staff that preliminary engineering plans would be further revised. These revisions, due to the Village by April 20, 2026, may affect the overall project density to address stormwater management requirements.

The subject property consists of five parcels containing seven existing office buildings and surface parking lots. The applicant proposes demolition of the current improvements, re-subdivision of the property into two parcels, and site redevelopment.

Development Services held internal meetings with the applicant in February to review the application and address questions related to Village processes. Staff also initiated contact with the Illinois Department of Transportation, DuPage County, and the Flag Creek Water Reclamation District regarding the project, and provided the applicant with written requests from the civil engineer retained by the Ginger Creek Homeowners Association. The referral to the Planning & Zoning Commission provides the public with an opportunity to comment on the project during a formal public hearing.

### **Staff Comments:**

1. A Planned Development is required for this proposal. The intent and purpose of the planned development regulations is to provide an alternate zoning procedure under which land can be developed or redeveloped with innovation, imagination, and creative architectural design when sufficiently justified under the provisions of this chapter. The objective of the planned development is to encourage a higher level of design and amenity than is possible to achieve under standard zoning regulations.
2. A Final subdivision plat is required.
3. The subject property is currently zoned ORA-1, Office, Research, and Assembly District. Retail uses are not listed as a Permitted or Special Use in the ORA-1, District.
4. The 1990 Comprehensive Plan does not anticipate this type of development within the Village of Oak Brook. However, Planning District 5 anticipated that this area of the Village would continue to have commercial improvements along Butterfield Road, and that the Village would “maintain the standards in the developed commercial areas to prevent deterioration”.
5. Section 13-15-2 indicates that each Planned Development (PD) shall be presented and reviewed on its own merits. As such, a new land use can be introduced into a zoning district through a PD if it is not currently permitted but the new use/project must still be reviewed on a case-by-case basis and provide tangible benefits to the community.
6. A separate neighborhood meeting is not required as part of the outreach for this project. The neighborhood meeting is an element of the Planned Development process outlined in Section 13-15-5.B.1d.
7. The ORA-1 District permits a floor area ratio (FAR) not to exceed 0.48. The FAR for the conceptual development plan for the 27-acre property is approximately 0.25 and appears to comply with the Village Code.
8. The conceptual development plan for this project identifies the commercial retail building at 44'-6" and a second retail building at a maximum height of 60' feet.
9. The approximately 27-acre property includes regulatory floodplain. The property owner intends to seek a Letter of Map Revision (LOMR) and relocate the floodplain on-site to allow for development of the property.
10. Staff has given the applicant to April 20<sup>th</sup> to submit revisions to the preliminary engineering plans.

Please see the narrative and project presentation slides provided by the applicant for additional information and background.

### **Recommendation:**

Staff recommends that the Village Board refer the request for a Planned Development to the Planning & Zoning Commission for review and recommendation.

**Attachments:**

1. Exhibits for Referral
2. The Amazon Store Proposal 26-0409

**Application for Planned Development  
Oakbrook TH LLC  
Village of Oak Brook, Illinois**

**Project Narrative**

Oakbrook TH LLC (the “**Applicant**”) seeks approval of a planned development to authorize the redevelopment of the approximately 22-acre site generally located at 2901 Butterfield Road (the “**Property**”). The Applicant proposes to construct a one-story, approximately 225,000 square-foot commercial retail building served by 856 accessory parking spaces and 9 loading docks (the “**Amazon Retail Building**”). A second large retail building is proposed to be located on the parcel immediately to the east of the proposed site of the Amazon Retail Building (the “**Furniture Outlet**”). The proposed development includes stormwater management areas and significant open space buffering the site from surrounding roadways.

The proposed Amazon Retail Building will provide a wide selection of products, including groceries and general merchandise, with accessory services and, possibly, dining locations for food prepared and sold on-site. The Amazon Retail Building will offer in-store shopping as well as fulfillment of individual online retail orders for pickup or local delivery, meeting consumer demand for online ordering without compromising an in-store customer experience.

Ingress and egress to the Amazon Retail Building has been carefully planned to enhance safety and coordinate in-store shopping, delivery pickup, and merchandise deliveries. In-store customers will access the Property from Butterfield Road and park on the north side of the building and enter through the north entrance. Customers collecting online orders will use parking spaces dedicated to customer pickup along the building’s western façade. The site plan dedicates space along the southern façade of the Amazon Retail Building for third-party delivery drivers, who will enter and leave that parking area via a designated route to and from County Road 25. This separation of uses promotes safe traffic flow and facilitates easy movement of merchandise from the store to waiting flex drivers. Trucks will enter and leave the site via a modified right-in/right-out intersection with Butterfield Road located at the western end of the Property.

The site plan shows the anticipated use of easement areas currently held by NICOR and the Illinois State Toll Highway Authority. The Village and Applicant will cooperate with these third parties to relocate the easements to accommodate the proposed site plan.

**Butterfield - Meyers  
Oak Brook, IL**  
Preliminary Construction Schedule

ID	Task Mode	Task Name	Start	Finish		
					2026 S O N D   Half 1, 2027 J F M A M J   Half 2, 2027 J A S O N D   Half 1, 2028 J F M A M J   Half 2, 2028 J A S O N D   Half 1, 2029 J F M A M J   Half 2, 2029 J A S O N D	
1						
2		<b>Demolition</b>	<b>Mon 10/19/26</b>	<b>Fri 3/12/27</b>		
4		<b>Construction Commencement / Duration</b>	<b>Mon 3/15/27</b>	<b>Thu 10/5/28</b>		<b>Construction Commencement / Duration</b>
6		<b>Construction Completion</b>	<b>Thu 10/5/28</b>	<b>Thu 10/5/28</b>		<b>Construction Completion</b>

Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			

**Inland 2901 Butterfield Road, L.L.C.**  
**Inland 2905-2907 Butterfield Road, L.L.C.**  
2901 Butterfield Road  
Oak Brook, Illinois 660523

February 4, 2024

Planning & Development Department  
Village of Oak Brook  
1200 Oak Brook Road,  
Oak Brook, IL 60523

**RE: Owner Authorization to Submit Development Plans to the Village of Oak Brook for the addresses 2905 and 2907 Butterfield Road, Oak Brook, IL 60523 (“2905-2907 Property”) and 2901 Butterfield Road, Oak Brook, IL 60523 (“2901 Property”). The 2905-2907 Property and the 2901 Property are collectively referred to as the “Property”.**

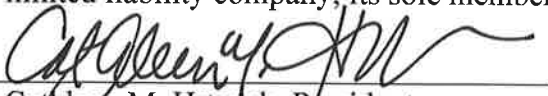
Dear Village of Oak Brook,

Inland 2905-2907 Butterfield Road, L.L.C., a Delaware limited liability company, owner of the 2905-2907 Property and Inland 2901 Butterfield Road, L.L.C., a Delaware limited liability company, owner of the 2901 Property (collectively referred to as the “Owners”) hereby grant to GTZ Properties, acting as authorized agent on behalf of Oakbrook TH LLC, an Illinois limited liability company, the contract purchaser of the Properties (the “Contract Purchaser”), the authority to submit any applications to the Village of Oak Brook for approval as needed for the proposed development, provided however, this authorization does not permit nor extend to any application or action taken by or on behalf of Contract Purchaser which may be binding on the Property or the Owners at any time prior to the Contract Purchaser acquiring title and ownership of the Property.

Respectfully Submitted,

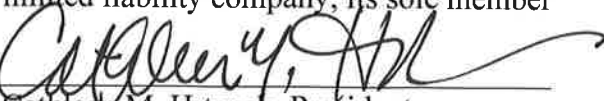
**Inland 2905 & 2907 Butterfield Road L.L.C, a**  
Delaware limited liability company

By: Illinois Transactions Group, LLC, a Delaware  
limited liability company, its sole member

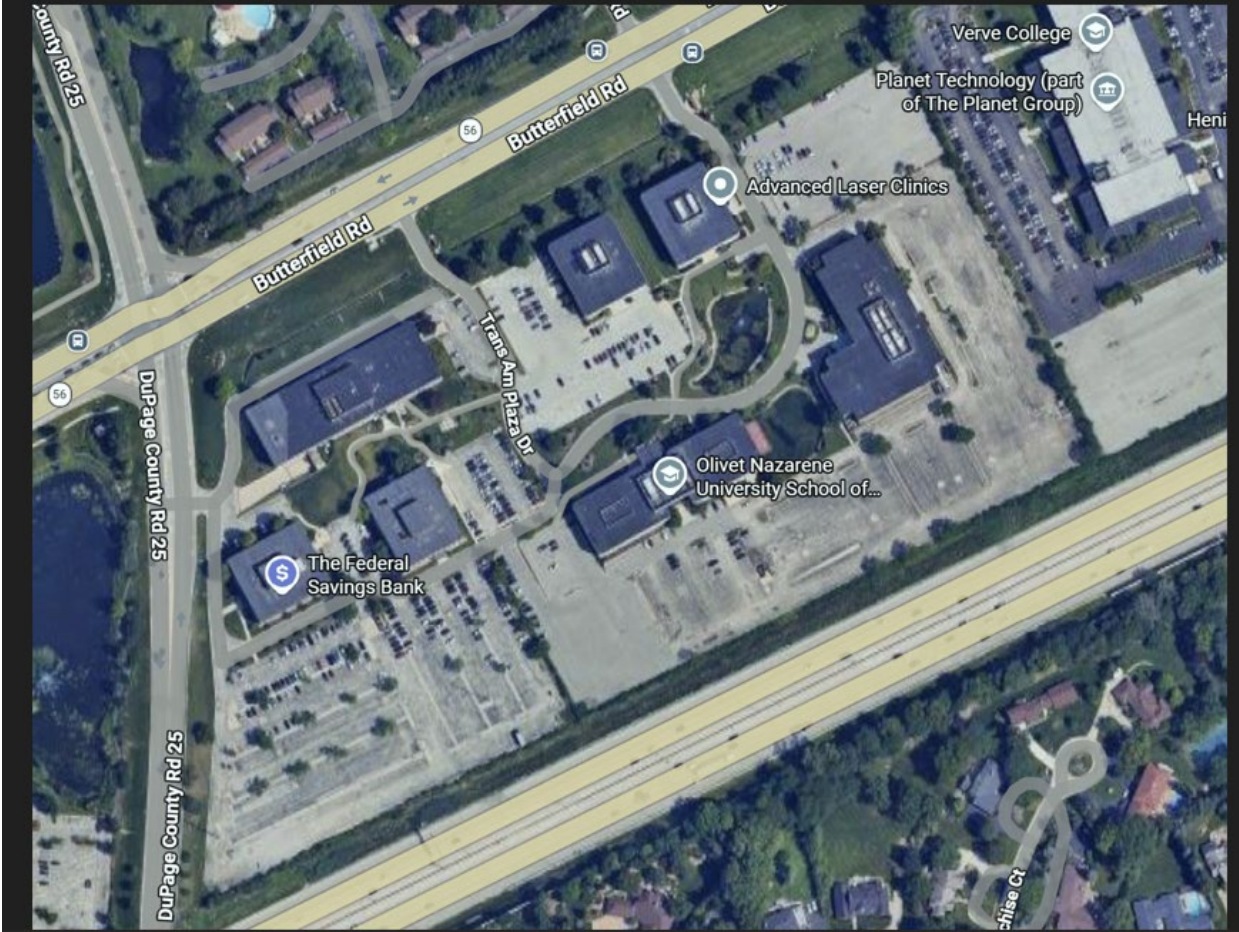
By:   
Cathleen M. Hrtanek, President

**Inland 2901 Butterfield Road L.L.C, a**  
Delaware limited liability company

By: Illinois Transactions Group, LLC, a Delaware  
limited liability company, its sole member

By:   
Cathleen M. Hrtanek, President

2901 Butterfield - Photo (1).png



Plotted By: Testers, Scott Sheet No: OAK BROOK COMMERCIAL Layout: Layout1 February 26, 2026 01:35:50pm K:\LNK Civil\149621091-Oak Brook, IL-Project\Kobac\ADD\PI\PI\PlanSheets\C3.0-OVERALL AERIAL.dwg  
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No.	REVISIONS	DATE	BY

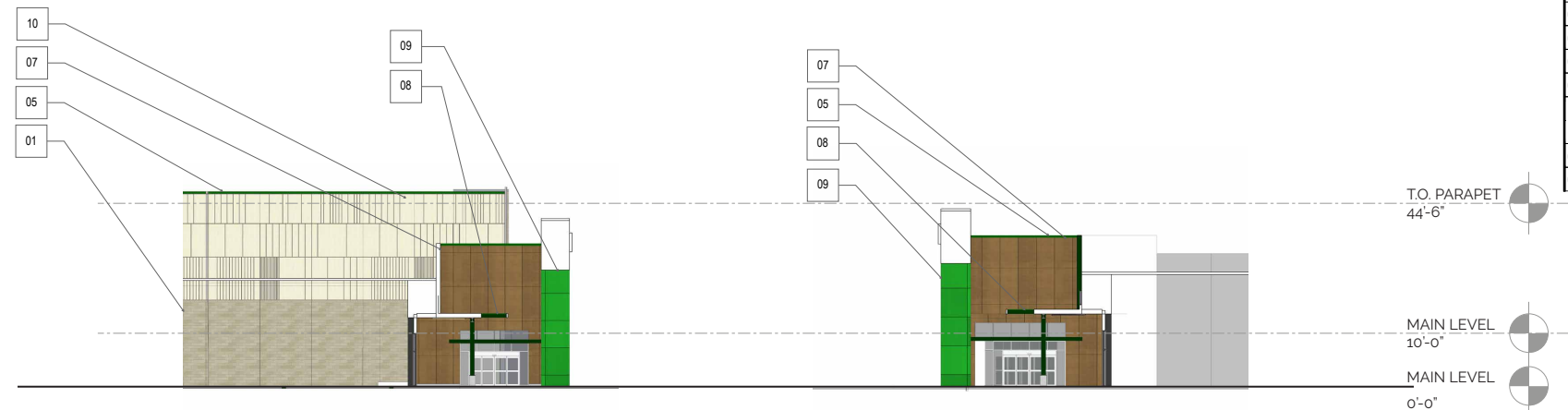
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 PHONE: (407) 602-0423  
 WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL	LIC PROF 1
KHA PROJECT	149621091
DATE	FEB 2026
SCALE	AS SHOWN
DESIGNED BY	---
DRAWN BY	---
CHECKED BY	---
DATE:	---

**AERIAL PLAN**

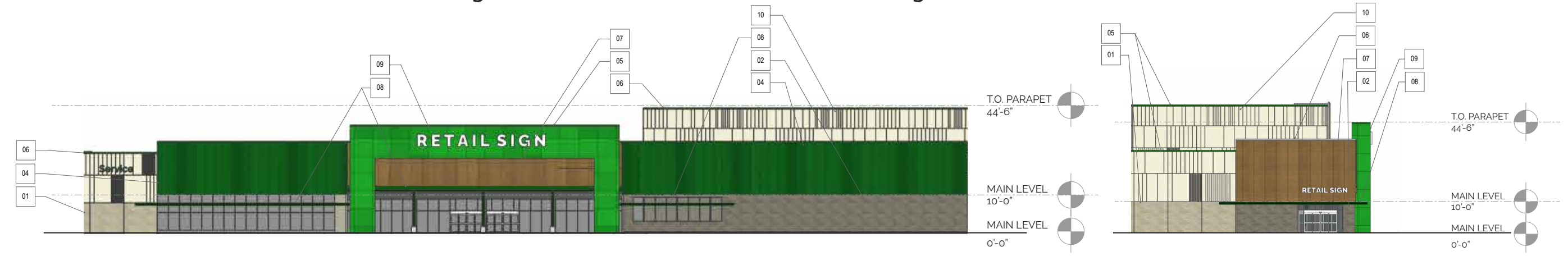
**OAK BROOK COMMERCIAL**  
 VILLAGE OF OAK BROOK ILLINOIS

ELEVATION KEYNOTES	
01	8" MASONRY - COLOR: MAPLE
02	4"x4"x16" MASONRY - COLOR: SLATE GRAY
03	12"x4"x16" MASONRY - COLOR: SLATE GRAY
04	METAL PANEL - COLOR: EVERGREEN
05	METAL COPING - COLOR: SHERWOOD GREEN
06	METAL COPING - COLOR: SLATE GRAY
07	METAL PANEL - COLOR: WALNUT
08	CANTILEVERED PREFINISHED CANOPIES COLOR: HARTFORD GREEN
09	METAL PANEL - COLOR: WAV GREEN
10	PRECAST CEMENT PANEL - COLOR: SEASHELL



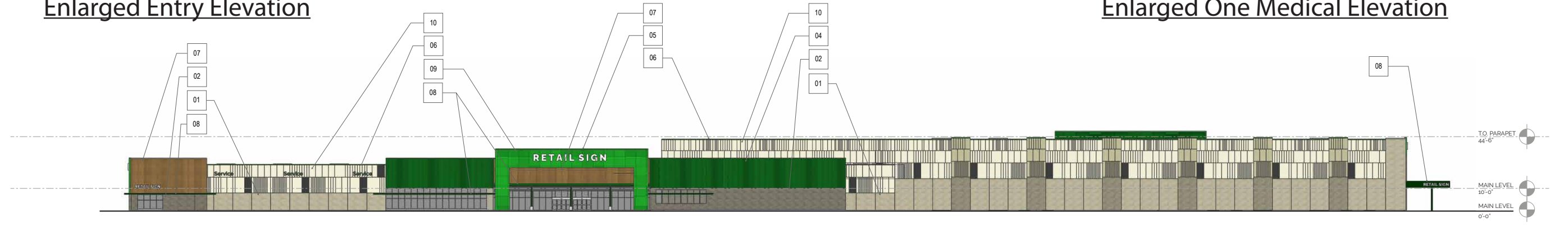
**Enlarged Plaza Elevation**

**Enlarged Plaza Elevation**



**Enlarged Entry Elevation**

**Enlarged One Medical Elevation**



**Front Elevation - North**



# BUTTERFIELD RD & DUPAGE RETAIL

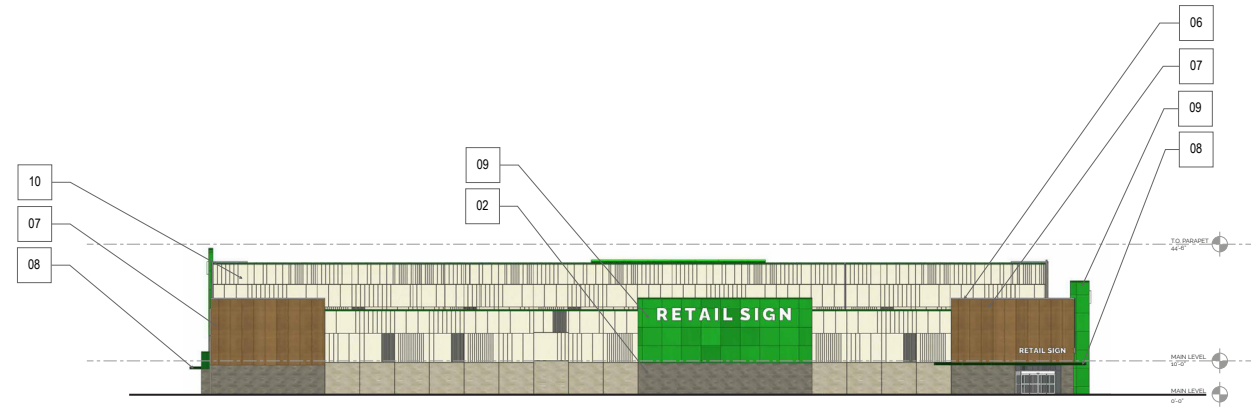
DESIGN REPRESENTATION ONLY – NOT FOR CONSTRUCTION

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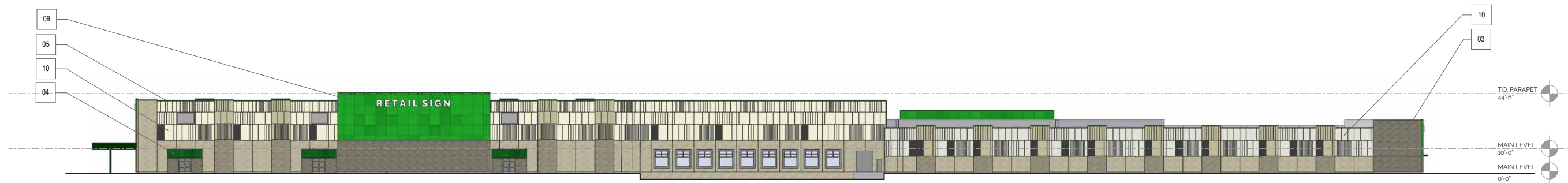
ELEVATION KEYNOTES	
01	8" MASONRY - COLOR: MAPLE
02	4"x4"x16" MASONRY - COLOR: SLATE GRAY
03	12"x4"x16" MASONRY - COLOR: SLATE GRAY
04	METAL PANEL - COLOR: EVERGREEN
05	METAL COPING - COLOR: SHERWOOD GREEN
06	METAL COPING - COLOR: SLATE GRAY
07	METAL PANEL - COLOR: WALNUT
08	CANTILEVERED PREFINISHED CANOPIES COLOR: HARTFORD GREEN
09	METAL PANEL - COLOR: WAV GREEN
10	PRECAST CEMENT PANEL - COLOR: SEASHELL



Side Elevation - West



Side Elevation - East



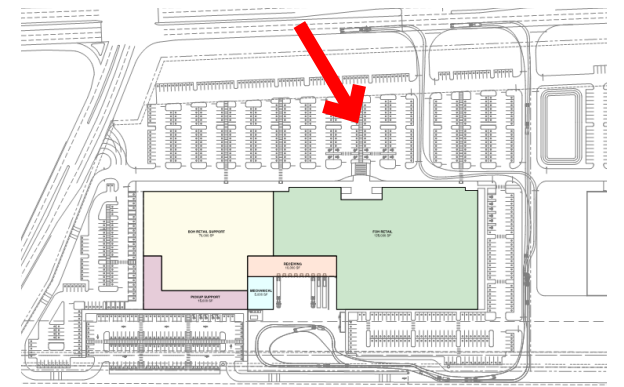
Back Elevation - South



# BUTTERFIELD RD & DUPAGE RETAIL

DESIGN REPRESENTATION ONLY – NOT FOR CONSTRUCTION

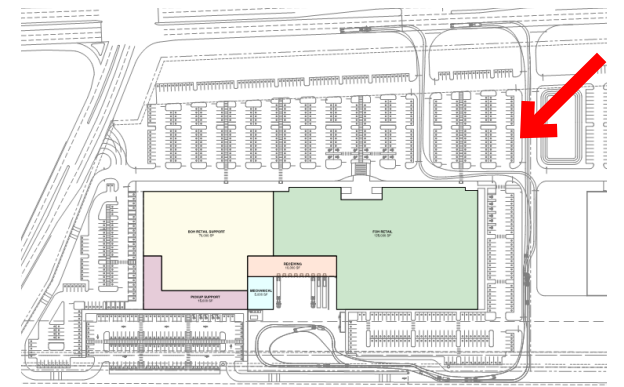
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# BUTTERFIELD RD & DUPAGE RETAIL North

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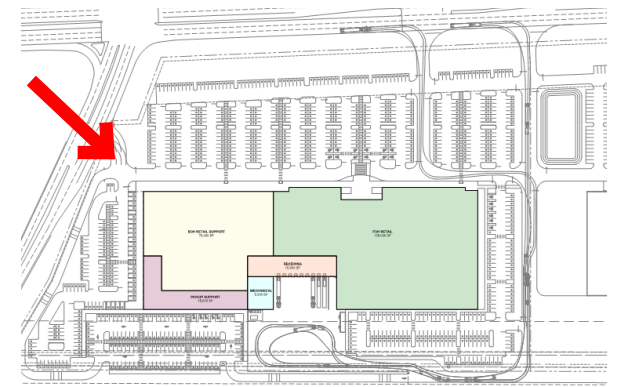
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# BUTTERFIELD RD & DUPAGE RETAIL East

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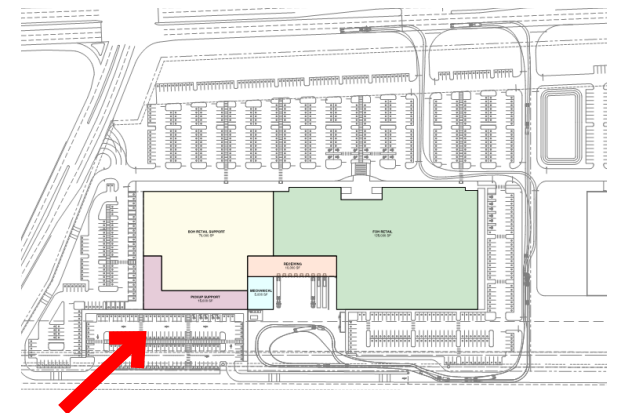
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# BUTTERFIELD RD & DUPAGE RETAIL West

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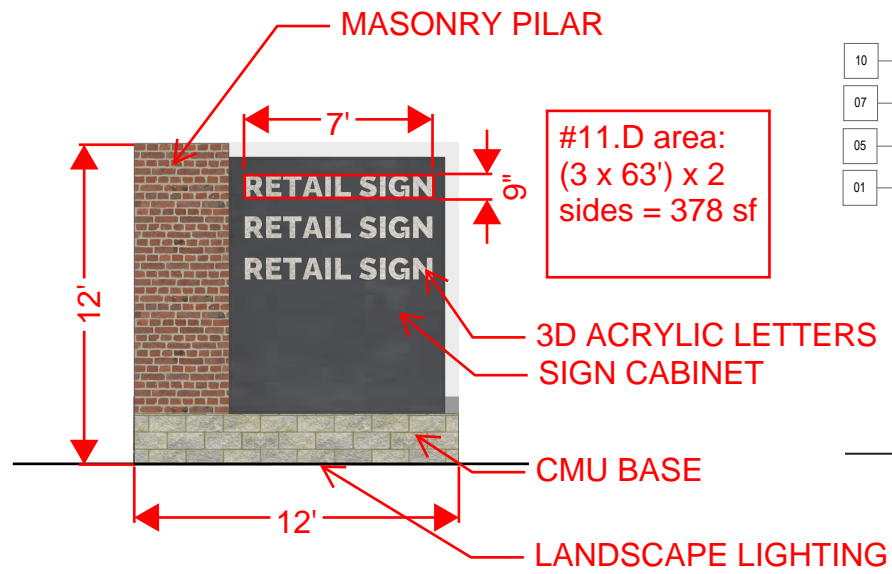
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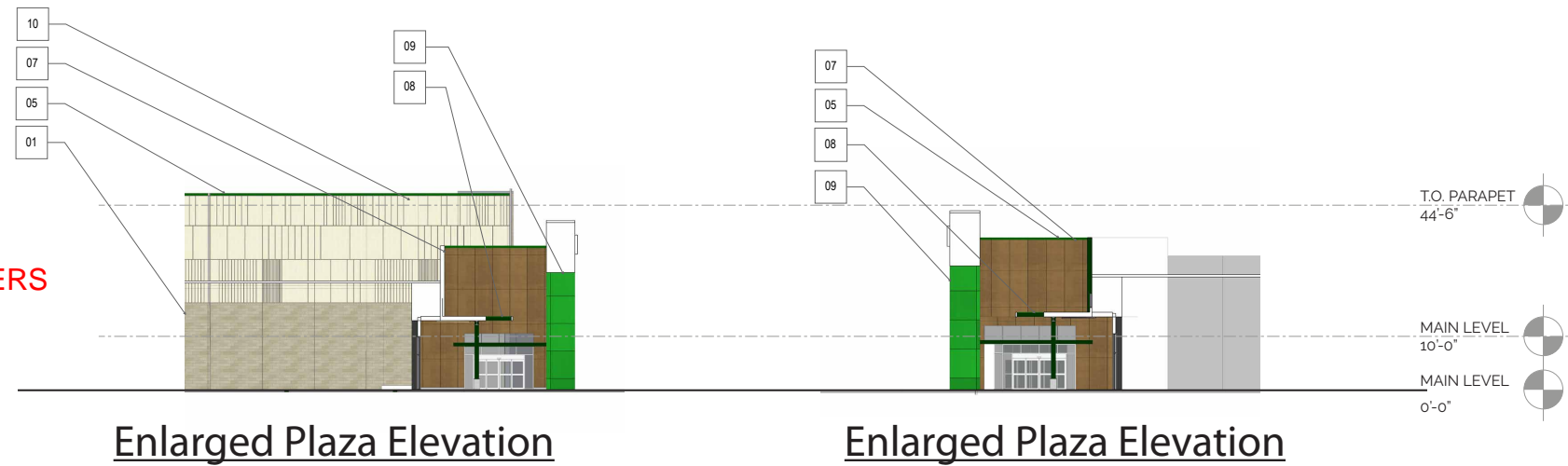
# BUTTERFIELD RD & DUPAGE RETAIL South

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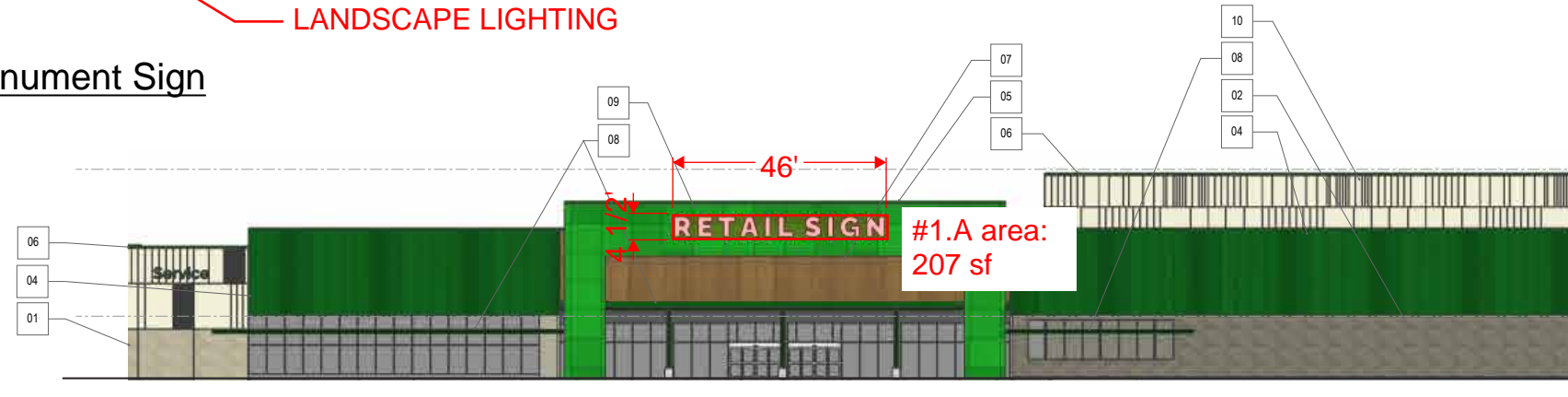
Monument Sign



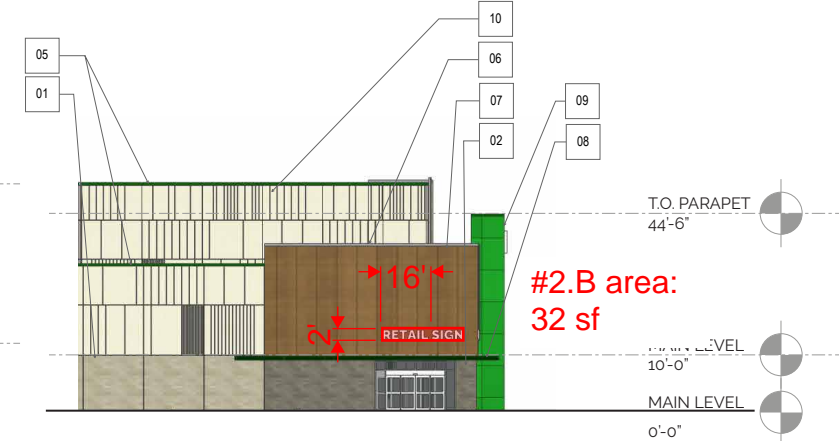
Enlarged Plaza Elevation

Enlarged Plaza Elevation

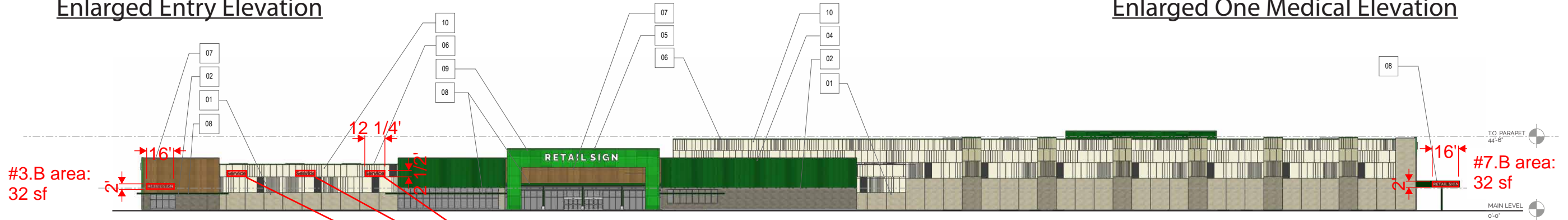
#Sign Number	Sign Type	@ Area
#1.A	@	207 sf
#2.B	@	32 sf
#3.B	@	32 sf
#4.C	@	31 sf
#5.C	@	31 sf
#6.C	@	31 sf
#7.B	@	32 sf
#8.A	@	207 sf
#9.A	@	207 sf
#10.A	@	207 sf
#11.D	@	378 sf
<b>TOTAL ALLOWED:</b>		<b>1500 sf</b>
<b>TOTAL PROPOSED:</b>		<b>1395 sf</b>



Enlarged Entry Elevation



Enlarged One Medical Elevation



Front Elevation - North

- #6.C area: 31 sf
- #5.C area: 31 sf
- #4.C area: 31 sf



# BUTTERFIELD RD & DUPAGE RETAIL

DESIGN REPRESENTATION ONLY – NOT FOR CONSTRUCTION

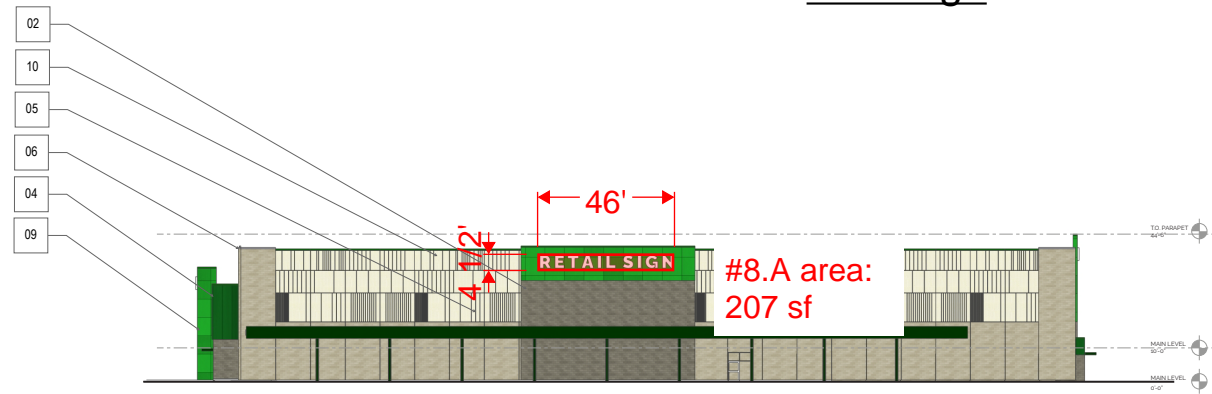
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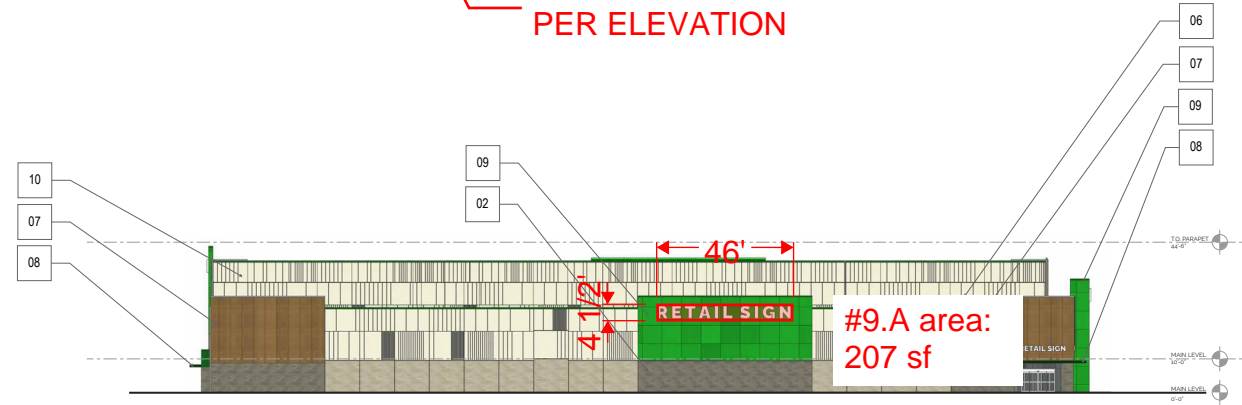
INTERNALLY ILLUMINATED  
3D LETTERING

BACKGROUND MATERIAL  
PER ELEVATION

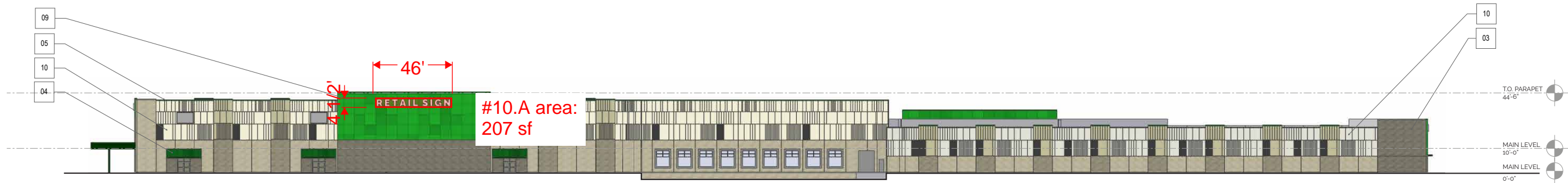
Wall Sign



Side Elevation - West



Side Elevation - East



Back Elevation - South



# BUTTERFIELD RD & DUPAGE RETAIL

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February 25, 2026

Village of Oak Brook  
1200 Oak Brook  
Oak Brook, IL 60523

**RE: Oak Brook Commercial  
Planned Development Oak Brook - Butterfield Road  
Preliminary Drainage Report**

Dear Ms. Von Drasek,

The following is a summary of the preliminary stormwater findings to date.

## Detention

- Preliminary calculations (based on current rainfall data) to meet the County 0.1 cfs/acre release rate show an approximate required storage volume of 0.6 ac-ft/acre of development. The Retail Market parcel (+/-20.27 acres) requires approximately 12 ac-ft of storage. The Proposed Retail parcel (+/-6.75 acres) requires about 4.2 ac-ft of storage.
- A StormTrap underground detention system is proposed under the front parking lots for the Retail Market and Proposed Retail developments. The StormTrap system will be designed to capture, detain, and release an allowable release rate back into the existing system located at the rear of the site.

## FEMA

- After detailed review of the survey, FIRM panel, and surrounding area, we believe that the FEMA mapping is incorrect in terms of where the waterway is being conveyed. We believe that flow from west of County Rd 25 is conveyed east and north to the roadside ditch along the eastbound Butterfield Road lanes. The flow is conveyed within the ditch to the east end of the Proposed Retail parcel where it enters a headwall and moves southwest into the existing ponds within the site. This pipe runs through the Proposed Retail parcel. Coordination with the Village of Oak Brook is required to verify this information and determine what is needed/required to address the error/discrepancy in the regulatory information.
- The amount of fill within the floodplain on site is approximately 14.7 ac-ft. County code requires compensatory storage below the 10yr BFE as well as between the 10yr and 100yr BFE. The total compensatory storage must be 1.5x the amount of fill proposed.
- Required Comp below 10yr BFE of 706.9 = 11.4 ac-ft
- Required Comp between 10yr BFE of 706.9 and 100yr BFE of 707.5 = 3.3 ac-ft
- Total required comp to meet 1.5:1 ratio = 22.1 ac-ft
- Ongoing coordination with the Village and the County is required to ensure the design meets the regulatory requirements.

# Kimley»Horn

Should you require further clarification or have additional questions, please do not hesitate to contact us.

Sincerely,

**KIMLEY-HORN AND ASSOCIATES, INC.**



Brooks Stickler, PE

Sr. Vice President

Email: [Brooks.Stickler@kimley-horn.com](mailto:Brooks.Stickler@kimley-horn.com)

Phone: 407-427-1677



**February 25, 2026**

Village of Oak Brook  
1200 Oak Brook  
Oak Brook, IL 60523

**RE: Oak Brook Commercial  
Planned Development Oak Brook - Butterfield Road  
Demand for Village Services**

Dear Ms. Von Drasek,

The proposed project is anticipated to have the following impacts on village services:

1. **Water Service** – The proposed project is anticipated to require a 10-inch water service for domestic water and fire protection needs. A water main is proposed to be extended from Butterfield Road and loop the proposed building.
2. **Sanitary Sewer Service** – The proposed project is anticipated to require an 8-inch service for sanitary sewer discharge. A sanitary sewer main is proposed to be extended from an existing sanitary manhole in Butterfield Road to the rear of the building. A proposed stub will also be provided for the adjacent proposed development.
3. **Police Department Service** – The proposed retail use is not anticipated to cause an undue burden on the Oak Brook Police Department.
4. **Fire Department Service** – The proposed retail use is not anticipated to cause an undue burden on the Oak Brook Fire Department.
5. **School District** – The proposed project will have no impact on the school district. The increased assessment created by the project will generate additional property tax revenue for the school district.
6. **Library District** – The proposed project will have no impact on the library district. The increased assessment created by the project will generate additional property tax revenue for the library district.

# Kimley»»Horn

We hope our responses address your concerns satisfactorily. Should you require further clarification or have additional questions, please do not hesitate to contact us.

Sincerely,

**KIMLEY-HORN AND ASSOCIATES, INC.**



Brooks Stickler, PE

Sr. Vice President

Email: [Brooks.Stickler@kimley-horn.com](mailto:Brooks.Stickler@kimley-horn.com)

Phone: 407-427-1677

**Application for Planned Development  
Oakbrook TH LLC  
Village of Oak Brook, Illinois**

**Anticipated Effect on Village Services**

It is not anticipated that the proposed development will create a significant marginal burden on Village services over and above the current draw on services required by established comparable uses in the vicinity of the Property. The site plan includes adequate stormwater management facilities. The proposal also includes traffic management and mitigation strategies developed in light of a traffic study of the proposed development. The Applicant and retail operators will work closely with the Village before and during development and throughout the life of the retail locations to mitigate the project's burden on Village resources and facilitate Village services as needed.

**Statement of Viability and Economic Benefits**

The Applicant is submitting this application in cooperation with the eventual operators of the Amazon Retail Building and the Furniture Outlet, which occupants will underwrite development costs. The proposed Amazon Retail Building is a key and highly publicized initiative of the retail division of Amazon.com, Inc. As one of the largest and best capitalized corporations in the world and the owner of several national retail chains, including Whole Foods Markets, Amazon clearly has the financial wherewithal and operational experience to reasonably project the viability of the proposed development. Likewise, the Furniture Outlet has been planned in cooperation with an established national furniture retailer with an extensive record of successfully funding and operating stores similar to the Furniture Outlet throughout the United States.

The Amazon Retail Building is expected to generate approximately 500 permanent jobs. The proposed development will also generate considerable new municipal sales tax revenue.



# VILLAGE OF OAK BROOK

1200 OAK BROOK ROAD  
OAK BROOK, IL 60523

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## The Amazon Store Proposal – Version: 4/9/2026

A new Amazon retail superstore is proposed to replace the seven outdated and largely empty office buildings at the southeast corner of Butterfield and Meyers Roads. The Amazon store will be a new format...offering a huge array of merchandise and a full grocery store with elements of Whole Foods (which is owned by Amazon) and is anticipated to significantly increase Village revenues used to serve our public without a local property tax. Our proactive efforts landed this powerhouse retailer in a competitive real estate market that no doubt included neighboring Lombard and other nearby locations.

This redevelopment will be a huge win for Oak Brook but it has been the subject of much misinformation. In order to facilitate a factual analysis of the proposal, the Village has prepared the following Q&A document with non-biased information to assist the community in reviewing and understanding the proposal for a brand new concept from one of the premiere retailers in the nation.

It is important to understand that Amazon continues to adapt the site plan based upon feedback received from the Village Board, staff, and members of the public. For this reason, we anticipate that this document will need to be updated as the project makes its way through the Village's approval process. We therefore encourage all members of the public to periodically obtain the latest update of this document from the Village's website.

**Q: Where will this store be built?**

A: There are currently seven office buildings on 22-acres at the Southeast corner of Butterfield and Meyers Road that will be replaced by the proposed Amazon store. Many of the buildings are currently vacant, and four of them had been taken back by the lender. These properties are zoned ORA-1 (Office/Research/Assembly). The market has demonstrated that office uses are no longer viable in this location.

**Q: What is permitted on this site as a matter of right; does our existing zoning allow Amazon to instead build a traditional distribution warehouse using it's "last mile blue van" delivery model?**

A: Unfortunately, yes. The current ORA-1 (Office/Research/Assembly) zoning would allow that use as a matter of right without any ability for the Village to preclude it. The present zoning includes uses such as manufacturing, outdoor storage yards, distribution facilities, data centers, electric and gas substations, churches, and office buildings. This stretch of Butterfield Road was originally developed in the 1970's as a light industrial, warehouse, and office area, and the ORA-1 zoning in place since then permits these uses, but not retail uses, as a matter of right. For example, the Room and Board furniture store which was originally built as a Champion Parts Rebuilders manufacturing and distribution facility with 10 semi-truck bays was permitted only because the retail was considered accessory to the primary use of furniture distribution. Costco was originally a large office and warehouse distribution facility for Eastman Kodak.

**Q: What is Amazon requesting approval for?**

A: Amazon is requesting Village zoning approval to allow for *retail sales* at the site – consistent with the Promenade to the west and Room and Board, the Shops of Oak Brook, and Costco to the east of this site. The proposed Amazon *retail use* does require new planned development zoning approval and with such approval the Village can preclude the ability for the parcel to be used for warehouse distribution. We should also be able to include similar prohibitions for neighboring parcels as they are redeveloped.

**Q: What options were considered for this redevelopment?**

A: Village leadership has been actively pursuing redevelopment options for this underutilized site for the last couple of years. Several developers wanted to build large scale rental apartment buildings which we rejected. Data center construction was considered but dismissed for a variety of reasons. Retail use is the most compatible use with the surrounding existing retail usage on Butterfield Road (both east and west of the site), and with Oak Brook's sales tax driven economic model. We also expect that this development will be the catalyst for future transformational development that will revitalize this mostly vacant and blighted stretch of Butterfield Road.

In the absence of a viable redevelopment project, the existing office buildings will remain blighted and continue to decay or may be replaced by a use currently permitted under our zoning such as warehouses, industrial, or distribution.

**Q: What kind of store will this be?**

A: This is a new concept for Amazon. The store will be about 225,000 square feet, which is about 50% larger than Costco. The sales floor will be closer in size to Costco with the remaining space dedicated to inventory storage, unlike Costco which stores its inventory on ceiling high racks within the retail sales area. It will be the first full-service grocery store in Oak Brook since the Jewel closed at Oakbrook Center in the early 1970's. It will incorporate some of the best elements of Whole Foods and this model might even eventually replace traditional Whole Foods stores. In addition to groceries, the store will offer a pharmacy, household goods, electronics, and a wide range of other popular merchandise.

**Q: Will this be a traditional Amazon warehouse with Amazon "last mile blue van" deliveries?**

A: No. Amazon will not conduct traditional distribution from this store. Customers will be able to place online orders for groceries and merchandise to be delivered from this store to their home through popular third-party delivery services such as Door Dash, Uber, etc., just as consumers do from traditional grocery and other large retailers, such as Target. Any Village zoning approval will be carefully tailored to preclude a future change to warehouse or distribution.

**Q: How will Oak Brook benefit financially from this store?**

A: All the merchandise sold from this store will be subject to Oak Brook sales taxes. We expect the store to generate several million dollars annually for Oak Brook, which should place it among the very top sales tax generators for the Village. This new source of sales tax will diversify our sales tax base which currently is heavily dependent on luxury goods from the mall which tend to be cyclical. The store will also be a catalyst for further retail redevelopment of existing outdated office buildings along this stretch of Butterfield Road which will drive further sales tax growth.

The expected sales tax boost from this project and anticipated future redevelopment of this blighted stretch will allow the Village to tackle its aging

infrastructure and pension liability challenges without the threat of a future property tax. For too long, our infrastructure has deteriorated because of the lack of available funds. The boost in revenue may be so significant as to allow the Village to invest in new amenities and services for its residents.

**Q: Is it correct that the grocery sales portion will not generate any local sales tax to benefit the Village?**

A: No, despite much hype from Governor Pritzker last year, all grocery sales still generate local sales taxes in Oak Brook.

**Q: How will this store impact other area retailers such as Costco?**

A: Amazon's deep well of retail intelligence has identified this area as a key market with extensive unmet consumer demand. Costco relies on high sales demand of a limited number of items and bulk sales, whereas Amazon will operate by carrying a vast selection of items and smaller quantity sales. Additionally, if Amazon does not build on this site, they will likely build on other nearby parcels adjacent to or near Oak Brook resulting in similar impacts but without sales tax coming to Oak Brook. This is not unlike Oak Brook refusing the opportunity in the 1970's to annex what is now the Home Depot and other sites on the north side of 22<sup>nd</sup> Street in Oakbrook Terrace and Butterfield Road in Lombard which today generate considerable sales tax revenue for those cities.

Notably, Costco is in the midst of a large expansion project that will convert existing office space into additional retail floor space, which they expect to result in substantial sales growth.

**Q: How will this store impact area traffic?**

A: While traffic counts from the project will increase over the current mostly vacant office building traffic, the flow of traffic will improve and be spread more evenly throughout the day. The rush hour crush of traffic that existed when these offices were fully utilized will be reduced. New westbound on-and-off ramps to I-88 are planned near the site, which is expected to remove a considerable amount of the current traffic off Butterfield Road. The Illinois Department of Transportation is currently rebuilding and coordinating all the traffic signals on 22<sup>nd</sup> Street and Butterfield Roads through Oak Brook and Lombard to also improve traffic flow.

The traffic flow reconfiguration of the development will be designed to continue to drive traffic away from our residential areas, including southbound Meyers Road. The Oak Brook portion of Meyers Road was widened from two lanes to four lanes to accommodate traffic growth, yet traffic on this portion of Meyers Road has declined precipitously since Covid. Pre-Covid, 18,400 cars per day traversed this section of Meyers Road versus only 13,000 cars today...a roughly 30% drop in traffic as a result of post-Covid office building trends which directly impacted the office buildings on the Amazon site. While over 90% of the traffic to and from the Amazon site will funnel in from the Butterfield Road corridor, Amazon's traffic engineer projects that their proposed store will add only about 400 additional cars daily through the Oak Brook portion of Meyers Road, which is a 3% increase in current traffic, but a decline of 27% in traffic from the pre-Covid office building usage. Oak Brook will retain our own traffic consultant, at Amazon's expense, to verify the accuracy of their traffic consultant's estimates.

**Q: How will expected traffic to and from the proposed store compare to the prior use of the site, and to other stores?**

A: The seven office buildings being replaced by the proposed Amazon store have a distinct traffic pattern that places peak demand in the morning and even rush hour periods, just when Butterfield Road traffic is at its worst. In fact, when these office buildings operated at or near capacity, they required Police Department traffic direction (stopping Butterfield Road traffic) just to let evening office traffic exit from the site. Conversely, while it is likely that Amazon will generate up to 10,000 visitors per day, this will be distributed much more evenly throughout the day, easing peak period bottlenecks and operating in a fashion much more comparable to the nearby Target store in Lombard, which is also likely to be the store most impacted by the Amazon store.

**Q: Will the Amazon project negatively impact stormwater management at this site and/or downstream?**

A: No. It will improve stormwater management. The current site has stormwater facilities built in the early 1970's under the more lenient regulations then in effect, and is grandfathered under these regulations. Any new development must comply with today's more stringent stormwater regulations which will improve stormwater management for the benefit of downstream areas such as Ginger Creek and Brook Forest. Stormwater improvements will be paid for by the developer. Absent any

large-scale redevelopment, there is unlikely to be material improvements in the site's currently outdated stormwater management.

The stormwater management plans for the site are continuing to evolve to reflect input received from various parties, including the Ginger Creek HOA board, as Ginger Creek is downstream from the site. We expect to have new and improved plans in this regard before this item proceeds to the Planning and Zoning Commission.

**Q: Will the Amazon project increase the density of the new development compared to the existing office buildings?**

A: No. At 225,000 square feet of building space, the Amazon store will be about 57% less dense than the combined 527,000 square feet of current office space being replaced.

**Q: Will the Village provide any financial incentives to the developer, such as a Tax Increment Financing District (TIF)?**

A: No. The project will be entirely funded by Amazon. Unlike the Oak Brook Promenade development across Meyers Road which received TIF funding from the Village, we are not providing any financial incentives to Amazon. The avoidance of a TIF means that the schools and Park District will receive the full benefit of the increased property tax valuation. Increased property tax revenue to the schools and Park District should also result in a decrease in the relative property tax burden to the homes in those taxing jurisdictions.

The only other Amazon store of this type yet announced and approved is to be built in Orland Park. Unlike in Oak Brook, while Orland Park has stated that it is not providing direct financial incentives for their Amazon store, they are using a TIF district to fund an adjoining roadway extension and new traffic signal to serve the site for Amazon. Oak Brook will not provide any subsidies to Amazon.

**Q: What are the next steps and how will the public be able to participate in the zoning approval process?**

A: Most Oak Brook development projects start with a presentation to the Village Board, followed at the same meeting by a referral by the Board to the Planning and Zoning Commission. This project has divided the presentation and Board referral into two separate meetings to facilitate more feedback.

At the March 10, 2026 Village Board meeting, Amazon made its initial public conceptual presentation and received feedback from the Village Board. Members of the public also shared comments about the project at that meeting. The next step is for Amazon to request the Village Board (currently planned for the April 14, 2026 Board meeting) to refer their plan to the Planning and Zoning Commission for its public hearing and review process.

The Commission meeting is currently scheduled for May 6, 2026. Members of the public will have an opportunity to express their comments about the project at that meeting. The Commission will either make a recommendation at the meeting, or continue the discussion to a future meeting. The Commission's recommendation will then be considered by the Village Board at a future Board meeting, likely to be held in the summer or early fall of 2026. . Members of the public will again have an opportunity to express their comments at that meeting before the Board deliberates and votes on the project approval.

We encourage residents to sign up on the Village's website for Village communications, which include advance notice of Commission and Board meetings.

Assuming the proposal is approved by the Village Board, Amazon expects to commence demolition of the existing office buildings in fall of 2026, followed by construction commencement in 2027 with an anticipated store opening date in 2028.