



OAK BROOK *Illinois*

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

Regular Meeting
Tuesday, August 13, 2024
7:00 PM

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

1. CALL TO ORDER
2. ROLL CALL
3. PRESIDENT’S OPENING COMMENTS
4. PUBLIC COMMENTS
5. APPROVAL OF MINUTES

A. Special Board of Trustees Meeting of July 16, 2024

6. CONSENT AGENDA

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

A. Accounts Payable for Period Ending: July 22, 2024 - \$1,210,329.08
August 7, 2024 \$1,882,748.33

1. LEGAL SERVICES:

- a) Lamp Law LLC - Legal Services - June 2024 and July 2024 -
\$6,666.66 (FY24 YTD - \$23,333.31)
- b) Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. - Legal Services -
June 2024 - \$17,247.00 (FY24 YTD - \$115,476.81)
- c) Clark, Baird, Smith LLC - Legal Services - June 2024 and July
2024 - \$375.00 (FY24 YTD - \$7,587.00)
- d) Marquardt & Belmonte, P.C. - Legal Services - May 2024 and
June 2024 - \$690.00 (FY24 YTD - \$1,647.00)

TOTAL LEGAL BUDGET FOR 2024 IS \$342,284
TOTAL LEGAL BILLS PAID FOR 2024 - YTD - \$148,542.92

2. Plote Construction D.B.A. Allied Asphalt Paving Company - Hot Mix

- Asphalt - \$20,744.10
3. BCBSIL - Health Care Services - August 2024 - \$218,826.18
 4. Christopher Burke Engineering, LTD - Oak Brook Merry Lane Water Main Improvement Project - \$24,979.70
 5. Cerniglia Co. - Oak Brook Merry Lane Water Main Improvements - Payout 4 - \$137,141.30 and Payout 5 - \$35,492.93
 6. Schroeder Asphalt Services, Inc. - Sports Core Parking Lot Project - \$167,735.49
 7. CIBC - Bond Refund - \$32,478.00
 8. Hilda Garcia & Francisco Vega - Bond Refund - \$49,803.00
 9. DuPage Convention & Visitors Bureau - 2nd Quarter 2024 - 25% of 1% Hotel Tax - \$29,989.59
 10. Du-Comm - Police & Fire Department - Quarterly Shares August 1, 2024 - October 31, 2024 - \$182,543.25
 11. DuPage Water Commission - June 2024 - \$619,765.02
 12. Al Warren Oil Co. - Unleaded Gasoline - \$21,419.19
 13. Mauro Sewer Construction - Oak Brook Briarwood Lakes Water Main Improvement Project - \$645,591.83
 14. EZA Engineering PLLC - Professional Engineering Services - July 2024 - \$23,353.23
 15. Mad Bomber Fireworks - Taste of Oak Brook Firework Display - \$35,000.00
 16. Bollinger, Lach & Associates, Inc. - Oak Brook Briarwood Lakes Water Main Improvement Project - \$24,979.70
 17. Enterprise Fleet Management - Lease services for June 2024 and July 2024 - \$76,256.96
- | | | |
|----|---|----------------|
| B. | Approval of Payroll Paydate: July 25, 2024 - \$975,364.14
August 08, 2024 - 930,442.46 | Herman/Martin |
| C. | Village of Oak Brook – Monthly Financial Reports June 2024 | Herman/Martin |
| D. | Village of Oak Brook – Monthly Financial Reports July 2024 | Herman/Martin |
| E. | Development Services Referrals | |
| | 1. Final Plat of Consolidation – 601 & 605 Harger Road | Manzo/Tiesenga |
7. ITEMS REMOVED FROM CONSENT AGENDA
 8. BOARD AND COMMISSION RECOMMENDATION

9. ACTIVE BUSINESS

A. Ordinances & Resolutions

1. RESOLUTION R-2225, A Resolution Authorizing the Award of an Agreement to Gewalt Hamilton Associates, Inc., Vernon Hills, Illinois, for Geographical Information System (GIS) Services, in the amount of \$93,000.00 Jain/Martin
2. ORDINANCE S-1705, An Ordinance Approving and Authorizing a Cable Television Franchise Agreement By and Between the Village of Oak Brook, Illinois and Comcast of Illinois VI, LLC Jain/Martin
3. ORDINANCE S-1704, An Ordinance Authorizing the Sale or Donation or Recycling or Disposal of Certain Items of Personal Property Owned by the Village of Oak Brook Herman/Martin
4. ORDINANCE G-1257, An Ordinance Regulating Public Camping within Corporate Boundaries and Other Actions in Connection There With for the Village of Oak Brook, DuPage and Cook Counties, Illinois Herman/Martin

10. BOARD UPDATES

11. ADJOURN TO CLOSED SESSION

For the Purpose of Discussing (1) Minutes of Meetings Lawfully Closed Under This Act, (2) to consider the appointment, employment, compensation or performance of a specific employee or employees of the Village., Pursuant to 2(C)(21), 2(C)(1) Of the Illinois Open Meetings Act Respectively

12. ADJOURNMENT

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

Approval for Payroll Paydate: 07/25/24

Total Gross Payroll	\$	691,347.39
----------------------------	-----------	-------------------

Employee Deductions:

Illinois Municipal Retirement Fund	\$	14,944.80
Police Pension Fund	\$	17,810.72
Fire Pension Fund	\$	12,818.85
Federal Tax Withholding	\$	77,071.90
State Tax Withholding	\$	29,449.42
Social Security and Medicare	\$	27,178.05
ICMA/NACO/457	\$	26,740.28
Court Orders	\$	1,357.04
Insurance Contributions	\$	21,609.18
Aflac Contributions	\$	1,142.57
Mo Voi Life	\$	404.11
Police Union Dues	\$	-
Fire Union Dues	\$	1,443.14
Public Works Union Dues	\$	1,086.50
125-Medical/Dependent Care	\$	2,802.88

Total Employee Deductions		235,859.44
----------------------------------	--	-------------------

Net Payroll	\$	455,487.95
--------------------	-----------	-------------------

Village Expenses:

Police Pension	\$	74,496.11
Fire Pension	\$	75,178.04
IMRF Pension	\$	20,112.92
Insurance Contributions	\$	87,051.63
Social Security and Medicare	\$	27,178.05

Total Village Expenses		284,016.75
-------------------------------	--	-------------------

Total Payroll (Gross Payroll plus Village Expenses)	\$	975,364.14
--	-----------	-------------------

Payroll Date: 07/25/24

Employee Deductions		Pension	Salary by Pension	Percent of
		Deduction	Plan	Pensionable Salary**
	Police	\$ 17,810.72	\$ 179,725.20	9.910%
	Fire	12,818.85	135,578.04	9.455%
	IMRF	10,439.24	231,983.23	4.500%
	Non-Pensionable	-		0.000%
			<u>\$ 547,286.47</u>	

Village Payment into Pensions		Village	Percent of Payroll*	Percent "Match" of what Employee Contributes
		Contribution		
	Police	\$ 74,496.11	41.45%	418.3%
	Fire	75,178.04	55.45%	586.5%
	IMRF	20,112.92	8.67%	192.7%
		<u>\$ 169,787.07</u>		

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

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

Approval for Payroll Paydate: 08/08/24

Total Gross Payroll	\$	648,143.09
----------------------------	-----------	-------------------

Employee Deductions:

Illinois Municipal Retirement Fund	\$	14,132.37
Police Pension Fund	\$	18,113.08
Fire Pension Fund	\$	12,785.61
Federal Tax Withholding	\$	67,666.14
State Tax Withholding	\$	27,255.44
Social Security and Medicare	\$	25,427.31
ICMA/NACO/457	\$	26,732.09
Court Orders	\$	1,357.04
Insurance Contributions	\$	21,991.95
Aflac Contributions	\$	1,142.57
Mo Voi Life	\$	394.61
Police Union Dues	\$	1,782.00
Fire Union Dues	\$	1,443.14
Public Works Union Dues	\$	1,086.50
125-Medical/Dependent Care	\$	3,548.34

Total Employee Deductions		224,858.19
----------------------------------	--	-------------------

Net Payroll	\$	423,284.90
--------------------	-----------	-------------------

Village Expenses:

Police Pension	\$	75,760.80
Fire Pension	\$	74,983.05
IMRF Pension	\$	18,964.35
Insurance Contributions	\$	87,161.42
Social Security and Medicare	\$	25,429.75

Total Village Expenses		282,299.37
-------------------------------	--	-------------------

Total Payroll (Gross Payroll plus Village Expenses)	\$	930,442.46
--	-----------	-------------------

Payroll Date: 08/08/24

Employee Deductions		Pension	Salary by Pension	Percent of
		Deduction	Plan	Pensionable Salary**
	Police	\$ 18,113.08	\$ 182,776.35	9.910%
	Fire	12,785.61	135,226.42	9.455%
	IMRF	9,843.13	218,735.50	4.500%
	Non-Pensionable	-		0.000%
			<u>\$ 536,738.27</u>	

Village Payment into Pensions		Village	Percent of Payroll*	Percent "Match" of what Employee Contributes
		Contribution		
	Police	\$ 75,760.80	41.45%	418.3%
	Fire	74,983.05	55.45%	586.5%
	IMRF	18,964.35	8.67%	192.7%
		<u>\$ 169,708.20</u>		

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

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



VILLAGE OF OAK BROOK

MONTHLY FINANCIAL REPORTS

JUNE 2024



Executive Summary on Village Funds

Through June 30, 2024

	YTD		YTD		YTD	Estimated
	Revenues		Expenditures		Net Fund Increase (Decrease)	YTD Ending Fund Balance (Deficit)
<u>Governmental Funds</u>						
General Fund (Major Fund) <i>Main operating fund of the Village.</i>	\$	15,734,319	\$	14,267,283	\$ 1,467,036	\$ 44,092,425
Hotel Fund (Major Fund) <i>Collects and spends resources from the 3% hotel/motel tax.</i>	\$	796,970	\$	100,295	\$ 696,675	\$ 4,467,872
Motor Fuel Tax Fund <i>Collects and spends resources from the State motor fuel tax.</i>	\$	223,176	\$	89,327	\$ 133,849	\$ 2,155,951
Infrastructure Fund (Major Fund) <i>Accounts for construction and maintenance of roadways, drainage, and safety path systems.</i>	\$	4,175,346	\$	1,064,577	\$ 3,110,769	\$ 17,535,276
<u>Enterprise Funds</u>						
Water Fund (Major Fund) <i>Collects user fees for the distribution of water and maintenance of infrastructure.</i>	\$	4,684,636	\$	4,735,352	\$ (50,716)	\$ 21,867,927
Sports Core Fund (Major Fund) <i>Accounts for revenues and expenses relating to administration, programs, food and beverage operations, and golf course.</i>	\$	2,646,652	\$	2,717,487	\$ (70,835)	\$ 2,833,053
<u>Internal Service Funds</u>						
Insurance Fund <i>Accounts for the Village's health insurance costs and the related contributions from the Village, employees, retirees, and other agencies.</i>	\$	1,453,412	\$	1,794,871	\$ (341,458)	\$ 223,985
Garage Fund <i>Accounts for the maintenance of the Village's vehicle fleet and the related departmental reimbursements.</i>	\$	372,800	\$	363,105	\$ 9,694	\$ 356,169
Equipment Replacement Fund <i>Accounts for the replacement of the Village's vehicle fleet and the related departmental contributions.</i>	\$	703,045	\$	529,606	\$ 173,440	\$ 3,221,397

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

**Village of Oak Brook
General Fund Financial Update
For the Period Ending June 30, 2024**

	6/30/23 YTD Actual	6/30/24 YTD Actual	6/30/24 YTD Amended Budget	6/30/24 % of YTD Amended Budget	2024 Adopted Budget	Difference Prior Year
<u>OPERATING REVENUES</u>						
Sales Tax	\$ 8,786,461	8,678,973	\$ 8,248,302	105.2%	\$ 16,496,604	\$ (107,489)
State Income Tax	715,826	771,953	655,500	117.8%	1,311,000	56,128
Replacement Tax	538,044	312,290	375,508	83.2%	751,015	(225,754)
Road & Bridge Tax	15,089	21,516	17,500	122.9%	35,000	6,427
Local Use Tax	177,855	161,610	168,000	96.2%	336,000	(16,245)
Cannabis Use Tax	6,235	6,791	6,590	103.0%	13,180	556
Grants	576,109	154,908	82,831	187.0%	165,662	(421,202)
Utility/Telecom. Tax	2,623,357	1,603,876	2,300,000	69.7%	4,600,000	(1,019,481)
Licenses and Permits	2,977,462	1,295,077	1,123,905	115.2%	2,247,810	(1,682,385)
Charges for Services	1,660,036	964,223	1,087,325	88.7%	2,174,650	(695,814)
Investment Interest	478,800	878,675	225,000	390.5%	450,000	399,874
Miscellaneous Income	563,197	446,457	458,035	97.5%	916,070	(116,740)
Total Operating Revenues	\$ 19,118,472	\$ 15,296,349	\$ 14,748,496	103.7%	\$ 29,496,991	\$ (3,822,123)
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 9,844,158	\$ 10,558,262	\$ 11,282,607	93.6%	\$ 22,565,214	\$ 714,104
Materials and Supplies	280,257	267,749	330,797	80.9%	661,594	\$ (12,509)
Operation and Contract	2,355,729	3,262,337	3,162,157	103.2%	6,324,313	\$ 906,609
Other Expenditures	4,271	4,240	4,950	85.7%	9,900	\$ (31)
Capital Outlay	495,089	174,695	331,554	52.7%	663,107	\$ (320,394)
Total Operating Expenditures	\$ 12,979,503	\$ 14,267,283	\$ 15,112,064	94.4%	\$ 30,224,129	\$ 1,287,779
SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES	\$ 6,138,969	\$ 1,029,066	\$ (363,569)	-283.0%	\$ (727,137)	\$ (5,109,903)
<u>INTERFUND TRANSACTIONS</u>						
Transfers In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Transfers Out				N/A		-
Reimbursements From Other Funds	390,857	437,970	437,969	100.0%	875,938	47,113
Reimbursements To Other Funds	-	-	50,000	0.0%	100,000	-
Sports Core Loan				N/A	-	-
Total Interfund Transactions	\$ 390,857	\$ 437,970	\$ 487,969	89.8%	\$ 975,938	\$ 47,113
NET FUND INCREASE (DECREASE)	\$ 6,529,826	\$ 1,467,036	\$ 124,400		\$ 248,801	\$ (5,062,790)

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

	6/30/23 YTD Actual	6/30/24 YTD Actual	6/30/24 YTD Amended Budget	6/30/24 % of YTD Amended Budget	2024 Adopted Budget	Difference Prior Year
<u>OPERATING REVENUES</u>						
Hotel Tax	\$ 641,285	\$ 707,934	\$ 725,000	97.6%	\$ 1,450,000	\$ 66,649
Investment Interest	36,119	88,036	12,500	704.3%	25,000	51,917
Loan Interest	2,000	1,000	1,000	100.0%	2,000	(1,000)
Miscellaneous		-	-		-	-
Total Operating Revenues	\$ 679,404	\$ 796,970	\$ 738,500	107.9%	\$ 1,477,000	\$ 117,565
<u>EXPENDITURES</u>						
Operation and Contract	\$ 53,045	\$ (25,344)	\$ 352,523	-7.2%	\$ 705,045	\$ (78,390)
Capital Outlay	-	3,683	137,500	2.7%	275,000	3,683
Total Expenditures	\$ 53,045	\$ (21,661)	\$ 490,023	-4.4%	\$ 980,045	\$ (74,706)
SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES	\$ 626,359	\$ 818,631	\$ 248,478	329.5%	\$ 496,955	\$ 192,272
<u>INTERFUND TRANSACTIONS</u>						
Transfer Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Reimbursements to Other Funds	(174,743)	(121,956)	(121,958)	100.0%	(243,915)	52,787
Total Interfund Transactions	\$ (174,743)	\$ (121,956)	\$ (121,958)	100.0%	\$ (243,915)	\$ 52,787
NET FUND INCREASE (DECREASE)	\$ 451,616	\$ 696,675	\$ 126,520		\$ 253,040	\$ 245,059

Note - Expenditures are recorded in program 171.

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

	6/30/23 YTD Actual	6/30/24 YTD Actual	6/30/24 YTD Amended Budget	6/30/24 % of YTD Amended Budget	2024 Adopted Budget	Difference Prior Year
<u>OPERATING REVENUES</u>						
Non-Home Rule Sales Tax	\$ 3,714,827	\$ 3,774,404	\$ 3,351,500	112.6%	\$ 6,703,000	\$ 59,577
Charges for Services		-	-	N/A		\$ -
Investment Interest	112,192	398,952	62,500	638.3%	125,000	286,760
Grants	-	-	-	N/A	-	-
Miscellaneous	2,100	1,990	11,500	17.3%	23,000	(110)
Total Operating Revenues	\$ 3,829,119	\$ 4,175,346	\$ 3,425,500	121.9%	\$ 6,851,000	\$ 346,227
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 7,853	\$ 94,008	\$ -	N/A	\$ -	\$ 86,155
Materials and Supplies	139,330	199	23,250	0.9%	46,500	(139,131)
Operation and Contract	392,613	612,510	871,484	70.3%	1,742,968	219,896
Other Expenditures	169,950	-	169,950	0.0%	339,899	(169,950)
Capital Outlay	1,314,661	341,859	1,691,888	20.2%	3,383,775	(972,802)
Total Operating Expenditures	\$ 2,024,407	\$ 1,048,575	\$ 2,756,571	38.0%	\$ 5,513,142	\$ (975,832)
<u>SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES</u>						
	\$ 1,804,712	\$ 3,126,771	\$ 668,929	467.4%	\$ 1,337,858	\$ 1,322,059
<u>INTERFUND TRANSACTIONS</u>						
Transfers In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Reimbursements From Other Funds	108,780	-	-	N/A	-	(108,780)
Reimbursements To Other Funds	-	(16,002)	-	N/A	-	(16,002)
Total Interfund Transactions	\$ 108,780	\$ (16,002)	\$ -	N/A	\$ -	\$ (124,782)
<u>NET FUND INCREASE (DECREASE)</u>						
	\$ 1,913,492	\$ 3,110,769	\$ 668,929		\$ 1,337,858	\$ 1,197,277

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

	6/30/23	6/30/24	6/30/24	6/30/24	2024	Difference
	YTD	YTD	YTD	% of YTD	2024	Difference
	Actual	Actual	Amended	Amended	Adopted	Prior
			Budget	Budget	Budget	Year
<u>OPERATING REVENUES</u>						
Plan Review Fees	\$ 1,200	\$ 227	\$ 263	86.4%	\$ 525	\$ (973)
Building/Inspection Fees	1,275	-	1,000	0.0%	2,000	(1,275)
Water Sales	3,489,344	3,883,758	5,360,000	72.5%	10,720,000	394,415
Unmetered Sales	9,390	35,081	32,500	107.9%	65,000	25,691
Water Connection Fees	126,960	23,000	70,000	32.9%	140,000	(103,960)
Fire Service Charge	-	-	-	N/A	-	-
Meter Charges	14,074	5,210	8,650	60.2%	17,300	(8,864)
Special Services	25,741	15,054	5,000	301.1%	10,000	(10,687)
Investment Interest	417,447	673,197	175,000	384.7%	350,000	255,750
Proceeds from Property Sale	-	-	-	N/A	-	-
Miscellaneous	54,868	49,108	574,865	8.5%	1,149,730	(5,759)
Total Operating Revenues	\$ 4,140,299	\$ 4,684,636	\$ 6,227,278	75.2%	\$ 12,454,555	\$ 544,338
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 330,060	\$ 320,759	\$ 393,207	81.6%	\$ 786,413	\$ (9,301)
Materials and Supplies	50,184	63,360	68,608	92.4%	137,216	13,176
Operation and Contract	2,010,177	2,335,325	3,550,685	65.8%	7,101,369	325,148
Capital Outlay	989,340	1,797,466	2,845,000	63.2%	5,690,000	808,126
Total Expenditures	\$ 3,379,762	\$ 4,516,910	\$ 6,857,499	65.9%	\$ 13,714,999	\$ 1,137,148
Surplus (Deficit) of Revenues Over Expenditures	\$ 760,537	\$ 167,726	\$ (630,222)	-26.6%	\$ (1,260,444)	\$ (592,811)
<u>INTERFUND TRANSACTIONS</u>						
Reimbursements To Other Funds	\$ (93,298)	\$ (218,442)	\$ (218,440)	100.0%	\$ (436,879)	\$ (125,144)
Total Interfund Transactions	\$ (93,298)	\$ (218,442)	\$ (218,440)	100.0%	\$ (436,879)	\$ (125,144)
Fund Increase/(Decrease) - Budgetary Basis	\$ 667,239	\$ (50,716)	\$ (848,661)		\$ (1,697,323)	\$ (717,955)
<u>ADJUSTMENTS TO GAAP BASIS*</u>						
Remove Capital Outlay	\$ 989,340	\$ 1,797,466				
Depreciation Expense	(191,667)	(287,500)				
IMRF Pension Expense	(15,000)	(22,500)				
OPEB Expense	(10,000)	(15,000)				
Total GAAP Adjustments	\$ 772,673	\$ 1,472,466				
Fund Increase/(Decrease) - GAAP Basis	\$ 1,439,912	\$ 1,421,750				

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

Village of Oak Brook
Monthly Operating Statement
Sports Core Fund Consolidated Presentation
For the Period Ending June 30, 2024

	B&T Recreation Operations	Field Operations	Clubhouse Operations	Golf Club	6/30/24 YTD Total	6/30/24 YTD Amended Budget	6/30/24 % of YTD Amended Budget	2024 Adopted Budget	6/30/23 YTD Total	Difference Prior Year
OPERATING REVENUES										
Memberships	\$ 426,930	\$ -	\$ -	\$ 396,900	\$ 823,830	\$ 475,363	173.3%	\$ 950,725	\$ 886,410	\$ (62,580)
Greens Fees	-	-	-	701,460	701,460	702,500	99.9%	1,405,000	583,491	117,969
Golf Surcharge	-	-	-	91,629	91,629	53,143	172.4%	53,143	-	91,629
Pro Shop Sales	-	-	-	73,707	73,707	109,000	67.6%	218,000	100,224	(26,516)
Golf Lessons	-	-	-	35,910	35,910	22,500	159.6%	45,000	21,751	14,159
Driving Range Fees	-	-	-	298,354	298,354	195,000	153.0%	390,000	260,209	38,145
Rentals	-	67,833	56,017	271,335	395,186	499,100	79.2%	998,200	389,188	5,998
Programs/User Fees	90,399	-	-	-	90,399	54,900	164.7%	109,800	65,081	25,317
Food Sales	-	-	-	20,044	20,044	23,950	83.7%	47,900	154,467	(134,423)
Beverage Sales	-	-	-	-	-	38,825	0.0%	77,650	216,346	(216,346)
Taste of Oak Brook	-	-	-	-	-	-	N/A	-	-	-
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	94,690	-	-	1,439	96,129	49,580	193.9%	99,160	1,166	94,963
Total Operating Revenues	\$ 612,019	\$ 67,833	\$ 56,017	\$ 1,890,779	\$ 2,626,648	\$ 2,223,860	118.1%	\$ 4,394,578	\$ 2,678,334	\$ (51,686)
OPERATING EXPENDITURES										
Personnel	\$ 16,976	\$ -	\$ -	\$ 601,939	\$ 618,915	\$ 697,490	88.7%	\$ 1,671,380	\$ 597,597	\$ 21,317
Materials & Supplies	28,911	-	6,812	176,572	212,295	216,627	98.0%	718,900	300,863	(88,568)
Operational & Contractual	400,079	23,646	24,366	195,982	644,073	542,121	118.8%	942,765	464,809	179,263
Other	-	-	-	-	-	-	N/A	-	-	-
Capital	346,999	-	-	793,632	1,140,630	538,128	212.0%	466,750	95,291	1,045,339
Total Operating Expenditures	\$ 792,965	\$ 23,646	\$ 31,178	\$ 1,768,124	\$ 2,615,913	\$ 1,994,365	131.2%	\$ 3,799,795	\$ 1,458,561	\$ 1,157,352
B&T Administration Overhead Allocation*	\$ 18,728	\$ -	\$ (6,250)	\$ (12,478)	\$ -	\$ (12,478)	N/A	(24,957)	\$ -	\$ (24,957)
Operating Revenues Over (Under) Expenditures	\$ (162,218)	\$ 44,187	\$ 18,589	\$ 110,177	\$ 10,735	\$ 217,017	4.9%	\$ 569,826	\$ 1,219,773	\$ (1,233,994)
INTERFUND TRANSACTIONS										
Interfund Loan**	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Transfer From General Fund	-	-	-	-	-	-	N/A	-	-	-
Reimbursement From Infrastructure Fund	-	-	-	-	-	-	N/A	-	-	-
Reimbursement From Water Fund	20,004	-	-	-	20,004	20,000	100.0%	40,000	-	20,004
Reimbursement To General Fund	(25,392)	-	-	(76,182)	(101,574)	(86,300)	117.7%	(172,600)	(20,242)	(81,332)
Total Interfund Transactions	\$ (5,388)	\$ -	\$ -	\$ (76,182)	\$ (81,570)	\$ (66,300)	123.0%	\$ (132,600)	\$ (20,242)	\$ (61,328)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ (167,606)	\$ 44,187	\$ 18,589	\$ 33,995	\$ (70,835)	\$ 150,717		\$ 437,226	\$ 1,199,531	\$ (1,295,323)
ADJUSTMENTS TO GAAP BASIS**										
Remove Capital Outlay	\$ 346,999	\$ -	\$ -	\$ 793,632	\$ 1,140,630				\$ 95,291	
Depreciation Expense	(84,114)	(843)	(25,000)	(123,150)	(233,106)				(233,107)	
IMRF Pension Expense	(1,025)	-	(1,250)	(12,250)	(14,525)				(14,525)	
OPEB Expense	-	-	(1,250)	(14,000)	(15,250)				(15,250)	
Total GAAP Adjustments	\$ 261,860	\$ (843)	\$ (27,500)	\$ 644,232	\$ 877,749				\$ (167,591)	
Fund Increase/(Decrease) - GAAP Basis	\$ 94,254	\$ 43,345	\$ (8,911)	\$ 678,226	\$ 806,914				\$ 1,031,941	

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

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

Village of Oak Brook
Monthly Operating Statement
Bath & Tennis Club Recreation Operations
For the Period Ending June 30, 2024

	811 B&T Admin	812 Swimming	813 Tennis	822 Poolside Café	6/30/24 YTD Total	6/30/24 YTD Adopted Budget	6/30/24 % of YTD Amended Budget	2024 Adopted Budget	6/30/23 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>										
Memberships	\$ -	\$ 398,500	\$ 28,430	\$ -	\$ 426,930	\$ 221,388	192.8%	\$ 442,775	\$ 406,310	\$ 20,620
Programs/User Fees	-	61,110	29,289	-	90,399	54,900.00	164.7%	109,800	65,081	25,317
Food Sales	-	-	-	-	-	3,000.00	0.0%	6,000	24,049	-
Beverage Sales	-	-	-	-	-	1,200.00	0.0%	2,400	8,099	-
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	88,690	-	1,000	5,000	94,690	45,080	210.1%	90,160	1,166	93,524
Total Operating Revenues	\$ 88,690	\$ 459,610	\$ 58,719	\$ 5,000	\$ 612,019	\$ 325,567	188.0%	\$ 651,135	\$ 504,705	\$ 139,461
<u>OPERATING EXPENDITURES</u>										
Personnel	\$ -	\$ 16,976	\$ -	\$ -	\$ 16,976	\$ 125,944	13.5%	\$ 251,888	\$ 22,283	\$ (5,307)
Materials & Supplies	21	17,773	10,982	136	28,911	22,690	127.4%	45,380	10,596	18,315
Operational & Contractual	117,504	225,368	56,444	763	400,079	286,517	139.6%	573,034	229,044	171,035
Other	-	-	-	-	-	-	N/A	-	-	-
Capital	262,043	84,956	-	-	346,999	437,250	79.4%	874,500	-	346,999
Total Operating Expenditures	\$ 379,567	\$ 345,073	\$ 67,426	\$ 899	\$ 792,965	\$ 872,401	90.9%	\$ 1,744,801	\$ 261,923	\$ 531,041
B&T Administration Overhead Allocation*	\$ 52,250	\$ (20,559)	\$ (5,712)	\$ (7,250)	\$ 18,728	\$ -	N/A	\$ 37,457	\$ -	\$ 18,728
Operating Revenues Over (Under) Expenditures	\$ (238,627)	\$ 93,978	\$ (14,420)	\$ (3,149)	\$ (162,218)	\$ (546,833)	29.7%	\$ (1,056,210)	\$ 242,782	\$ (372,852)
Transfer From General Fund	-	-	-	-	-	-	N/A	-	-	-
Reimbursement From Infrastructure Fund	-	-	-	-	-	\$ -	N/A	-	-	-
Reimbursement From Water Fund	20,004	-	-	-	20,004	20,000	100.0%	40,000	-	20,004
Reimbursement To General Fund	(25,392)	-	-	-	(25,392)	(10,121)	250.9%	(20,242)	-	(25,392)
Total Interfund Transactions	\$ (5,388)	\$ -	\$ -	\$ -	\$ (5,388)	\$ 9,879	-54.5%	\$ 19,758	\$ -	\$ (5,388)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ (244,015)	\$ 93,978	\$ (14,420)	\$ (3,149)	\$ (167,606)	\$ (536,954)		\$ (1,036,452)	\$ 242,782	\$ (378,240)
<u>ADJUSTMENTS TO GAAP BASIS**</u>										
Remove Capital Outlay	\$ 262,043	\$ 84,956	\$ -	\$ -	\$ 346,999				\$ -	
Depreciation Expense	(32,180)	(50,000)	(1,350)	(584)	(84,114)				(84,114)	
IMRF Pension Expense	(1,000)	-	-	(25)	(1,025)				(1,025)	
Total GAAP Adjustments	\$ 228,863	\$ 34,956	\$ (1,350)	\$ (609)	\$ 261,860				\$ (85,139)	
Fund Increase/(Decrease) - GAAP Basis	\$ (15,152)	\$ 128,934	\$ (15,770)	\$ (3,758)	\$ 94,254				\$ 157,643	

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

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

Village of Oak Brook
Monthly Operating Statement
Open Fields Operations
For the Period Ending June 30, 2024

	815 Polo	816 Open Fields	6/30/24 YTD Total	6/30/24 YTD Amended Budget	6/30/24 % of YTD Amended Budget	2024 Adopted Budget	6/30/23 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>								
Field Rentals	\$ -	\$ 67,833	67,833	\$ 96,500	70.3%	\$ 193,000	\$ 66,000	\$ 1,833
Range Rentals	-	-	-	-	N/A	-	86,080	(86,080)
Taste of Oak Brook	-	-	-	-	N/A	-	-	-
Other Revenue	-	-	-	-	N/A	-	-	-
Total Operating Revenues	\$ -	\$ 67,833	\$ 67,833	\$ 96,500	70.3%	\$ 193,000	\$ 152,080	\$ (84,247)
<u>OPERATING EXPENDITURES</u>								
Personnel	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Materials & Supplies	-	-	-	4,745	0.0%	\$ 9,490	-	-
Operational & Contractual	-	23,646	23,646	38,025	62.2%	76,050	38,898	(15,252)
Other	-	-	-	-	N/A	-	-	-
Capital	-	-	-	23,000	0.0%	46,000	-	-
Total Operating Expenditures	\$ -	\$ 23,646	\$ 23,646	\$ 65,770	36.0%	\$ 131,540	\$ 38,898	\$ (15,252)
Operating Revenues Over (Under) Expenditures	\$ -	\$ 44,187	\$ 44,187	\$ 30,730	143.8%	\$ 61,460	\$ 113,182	\$ (68,995)
<u>INTERFUND TRANSACTIONS</u>								
Transfer From Hotel Tax Fund	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Total Interfund Transactions	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ -	\$ 44,187	\$ 44,187	\$ 30,730		\$ 61,460	\$ 113,182	\$ (68,995)
<u>ADJUSTMENTS TO GAAP BASIS**</u>								
Remove Capital Outlay	\$ -	\$ -	\$ -				\$ -	
Depreciation Expense	-	(843)	(843)				(843)	
Total GAAP Adjustments	\$ -	\$ (843)	\$ (843)				\$ (843)	
Fund Increase/(Decrease) - GAAP Basis	\$ -	\$ 43,345	\$ 43,345				\$ 112,339	

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

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

Village of Oak Brook
Monthly Operating Statement
Bath & Tennis Clubhouse Operations
For the Period Ending June 30, 2024

	821 B&T Clubhouse	6/30/24 YTD Amended Budget	6/30/24 % of YTD Amended Budget	2024 Adopted Budget	6/30/23 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>						
Rentals	\$ 56,017	\$ 116,500	48.1%	\$ 233,000	\$ 39,482	\$ 16,535
Other Revenue	-	-	0.0%	-	-	-
Total Operating Revenues	\$ 56,017	\$ 116,500	48.1%	\$ 233,000	\$ 39,482	\$ 16,535
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ -	\$ -	N/A	\$ -	\$ 4,846	\$ (4,846)
Materials & Supplies	6,812	6,875	99.1%	13,750	1,228	5,584
Operational & Contractual	24,366	26,489	92.0%	52,978	24,769	(403)
Capital	-	-	N/A	-	-	-
Total Operating Expenditures	\$ 31,178	\$ 33,364	93.4%	\$ 66,728	\$ 30,842	\$ 336
B&T Administration Overhead Allocation *	\$ (6,250)	\$ -	N/A	\$ (12,500)	\$ -	\$ (6,250)
Operating Revenues Over (Under) Expenditures	\$ 18,589	\$ 83,136	22.4%	\$ 153,772	\$ 8,640	\$ 9,949
<u>INTERFUND TRANSACTIONS</u>						
Transfer From General Fund	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -
Total Interfund Transactions	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 18,589	\$ 83,136		\$ 153,772	\$ 8,640	\$ 9,949
<u>ADJUSTMENTS TO GAAP BASIS**</u>						
Remove Capital Outlay	\$ -				\$ -	
Depreciation Expense	(25,000)				(25,000)	
IMRF Pension Expense	(1,250)				(1,250)	
OPEB Expense	(1,250)				(1,250)	
Total GAAP Adjustments	\$ (27,500)				\$ (27,500)	
Fund Increase/(Decrease) - GAAP Basis	\$ (8,911)				\$ (18,860)	

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

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

Village of Oak Brook
Monthly Operating Statement
Golf Club Programs
For the Period Ending June 30, 2024

	823 Golf Café	831 Golf General Operation	832 Golf Learning & Practice	833 Golf Cart Operations	834 Golf Course Maintenance	6/30/24 YTD Total	6/30/24 YTD Amended Budget	6/30/24 % of YTD Amended Budget	2024 Adopted Budget	6/30/23 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>											
Memberships	\$ -	\$ 396,900	\$ -	\$ -	\$ -	\$ 396,900	\$ 253,975	156.3%	\$ 507,950	\$ 480,100	\$ (83,200)
Greens Fees	-	701,460	-	-	-	701,460	702,500	99.9%	1,405,000	583,491	117,969
Surcharge	-	91,629	-	-	-	91,629	53,143	172.4%	53,143	-	91,629
Pro Shop Sales	-	73,707	-	-	-	73,707	109,000	67.6%	218,000	100,224	(26,516)
Golf Lessons	-	-	35,910	-	-	35,910	22,500	159.6%	45,000	21,751	14,159
Driving Range Fees	-	-	298,354	-	-	298,354	195,000	153.0%	390,000	260,209	38,145
Rentals	12,500	-	28,250	230,585	-	271,335	286,100	94.8%	572,200	197,626	73,709
Food Sales	20,044	-	-	-	-	20,044	20,950	95.7%	41,900	130,419	(110,374)
Beverage Sales	-	-	-	-	-	-	37,625	0.0%	75,250	208,247	(208,247)
Other Revenue	-	1,439	-	-	-	1,439	4,500	32.0%	9,000	-	1,439
Total Operating Revenues	\$ 32,544	\$ 1,265,135	\$ 362,514	\$ 230,585	\$ -	\$ 1,890,779	\$ 1,685,293	112.2%	\$ 3,317,443	\$ 1,982,067	\$ (91,288)
<u>OPERATING EXPENDITURES</u>											
Personnel	\$ 5,184	\$ 324,926	\$ 19,347	\$ 36,214	\$ 216,268	\$ 601,939	\$ 571,546	105.3%	\$ 1,143,092	\$ 570,468	\$ 31,470
Materials & Supplies	(15)	74,068	6,268	915	95,336	176,572	182,317	96.8%	364,633	289,039	(112,467)
Operational & Contractual	2,870	119,620	12,250	31,415	29,826	195,982	191,091	102.6%	382,181	172,099	23,883
Other	-	-	-	-	-	-	-	N/A	-	-	-
Capital	-	18,635	-	671,600	103,397	793,632	77,878	1019.1%	155,755	95,291	698,341
Total Operating Expenditures	\$ 8,039	\$ 537,249	\$ 37,865	\$ 740,144	\$ 444,827	\$ 1,768,124	\$ 1,022,831	172.9%	\$ 2,045,661	\$ 1,126,897	\$ 641,226
Operating Revenues Over (Under) Expenditures	\$ 24,505	\$ 727,887	\$ 324,649	\$ (509,559)	\$ (444,827)	\$ 122,655	\$ 662,463	18.5%	\$ 1,271,782	\$ 855,170	\$ (732,515)
<u>INTERFUND TRANSACTIONS</u>											
Overhead Charge	\$ -	\$ (12,478)	\$ -	\$ -	\$ -	\$ (12,478)	\$ (12,478)	100.0%	\$ (24,957)	\$ -	\$ (12,478)
Transfers from Other Fund	-	-	-	-	-	-	-	0.0%	150,000	-	-
Reimbursement to General Fund	-	(76,182)	-	-	-	(76,182)	(76,179)	100.0%	(152,358)	(20,242)	(55,940)
Total Interfund Transactions	\$ -	\$ (88,660)	\$ -	\$ -	\$ -	\$ (88,660)	\$ (88,657)	100.0%	\$ (27,315)	\$ (20,242)	\$ (68,419)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 24,505	\$ 639,226	\$ 324,649	\$ (509,559)	\$ (444,827)	\$ 33,995	\$ 573,805		\$ 1,244,467	\$ 834,928	\$ (800,933)
<u>ADJUSTMENTS TO GAAP BASIS*</u>											
Remove Capital Outlay	\$ -	\$ 18,635	\$ -	\$ 671,600	\$ 103,397	\$ 793,632				\$ 95,291	
Depreciation Expense	(500)	(52,500)	(1,150)	(6,500)	(62,500)	(123,150)				(123,150)	
IMRF Pension Expense	(1,250)	(5,000)	(500)	-	(5,500)	(12,250)				(12,250)	
OPEB Expense	(1,500)	(7,500)	-	-	(5,000)	(14,000)				(14,000)	
Total GAAP Adjustments	\$ (3,250)	\$ (46,366)	\$ (1,650)	\$ 665,100	\$ 30,397	\$ 644,232				\$ (54,109)	
Fund Increase/(Decrease) - GAAP Basis	\$ 21,255	\$ 592,861	\$ 322,999	\$ 155,541	\$ (414,430)	\$ 678,226				\$ 780,819	

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



VILLAGE OF OAK BROOK

MONTHLY FINANCIAL REPORTS

JULY 2024



Executive Summary on Village Funds

Through July 31, 2024

	YTD		YTD		YTD	Estimated
	Revenues		Expenditures		Net Fund Increase (Decrease)	YTD Ending Fund Balance (Deficit)
<u>Governmental Funds</u>						
General Fund (Major Fund) <i>Main operating fund of the Village.</i>	\$	19,296,274	\$	16,361,107	\$ 2,935,168	\$ 45,560,556
Hotel Fund (Major Fund) <i>Collects and spends resources from the 3% hotel/motel tax.</i>	\$	989,587	\$	137,093	\$ 852,494	\$ 4,623,691
Motor Fuel Tax Fund <i>Collects and spends resources from the State motor fuel tax.</i>	\$	255,154	\$	89,327	\$ 165,827	\$ 2,187,929
Infrastructure Fund (Major Fund) <i>Accounts for construction and maintenance of roadways, drainage, and safety path systems.</i>	\$	4,776,516	\$	1,176,155	\$ 3,600,361	\$ 18,024,868
<u>Enterprise Funds</u>						
Water Fund (Major Fund) <i>Collects user fees for the distribution of water and maintenance of infrastructure.</i>	\$	6,319,694	\$	5,029,612	\$ 1,290,082	\$ 23,208,725
Sports Core Fund (Major Fund) <i>Accounts for revenues and expenses relating to administration, programs, food and beverage operations, and golf course.</i>	\$	3,258,441	\$	3,188,514	\$ 69,927	\$ 2,973,815
<u>Internal Service Funds</u>						
Insurance Fund <i>Accounts for the Village's health insurance costs and the related contributions from the Village, employees, retirees, and other agencies.</i>	\$	1,693,901	\$	2,031,378	\$ (337,477)	\$ 227,966
Garage Fund <i>Accounts for the maintenance of the Village's vehicle fleet and the related departmental reimbursements.</i>	\$	433,626	\$	378,608	\$ 55,018	\$ 401,492
Equipment Replacement Fund <i>Accounts for the replacement of the Village's vehicle fleet and the related departmental contributions.</i>	\$	817,785	\$	605,863	\$ 211,923	\$ 3,259,880

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

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

	7/31/23	7/31/24	7/31/24	7/31/24	2024	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Prior
	Actual	Actual	Amended	Amended	Budget	Year
			Budget	Budget		
<u>OPERATING REVENUES</u>						
Sales Tax	\$ 10,113,872	10,032,368	\$ 9,623,019	104.3%	\$ 16,496,604	\$ (81,504)
State Income Tax	838,499	908,159	764,750	118.8%	1,311,000	69,660
Replacement Tax	678,525	312,290	438,092	71.3%	751,015	(366,235)
Road & Bridge Tax	15,431	21,914	20,417	107.3%	35,000	6,483
Local Use Tax	202,832	186,210	196,000	95.0%	336,000	(16,622)
Cannabis Use Tax	7,270	7,878	7,688	102.5%	13,180	608
Grants	576,109	154,908	96,636	160.3%	165,662	(421,201)
Utility/Telecom. Tax	3,003,389	1,934,558	2,683,333	72.1%	4,600,000	(1,068,831)
Licenses and Permits	3,084,085	1,444,264	1,311,223	110.1%	2,247,810	(1,639,821)
Charges for Services	2,000,002	2,369,345	1,268,546	186.8%	2,174,650	369,343
Investment Interest	585,104	920,320	262,500	350.6%	450,000	335,216
Miscellaneous Income	748,857	493,096	534,374	92.3%	916,070	(255,761)
Total Operating Revenues	\$ 21,853,975	\$ 18,785,309	\$ 17,206,578	109.2%	\$ 29,496,991	\$ (3,068,666)
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 11,489,721	\$ 12,256,768	\$ 13,163,041	93.1%	\$ 22,565,214	\$ 767,047
Materials and Supplies	316,854	302,306	385,930	78.3%	661,594	\$ (14,548)
Operation and Contract	2,893,371	3,601,400	3,689,183	97.6%	6,324,313	\$ 708,029
Other Expenditures	6,394	4,240	5,775	73.4%	9,900	\$ (2,154)
Capital Outlay	499,825	196,392	386,812	50.8%	663,107	\$ (303,433)
Total Operating Expenditures	\$ 15,206,165	\$ 16,361,107	\$ 17,630,742	92.8%	\$ 30,224,129	\$ 1,154,942
<u>SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES</u>						
	\$ 6,647,810	\$ 2,424,203	\$ (424,163)	-571.5%	\$ (727,137)	\$ (4,223,607)
<u>INTERFUND TRANSACTIONS</u>						
Transfers In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Transfers Out				N/A		
Reimbursements From Other Funds	456,000	510,965	510,964	100.0%	875,938	54,965
Reimbursements To Other Funds	-	-	58,333	0.0%	100,000	-
Sports Core Loan				N/A	-	-
Total Interfund Transactions	\$ 456,000	\$ 510,965	\$ 569,297	89.8%	\$ 975,938	\$ 54,965
<u>NET FUND INCREASE (DECREASE)</u>						
	\$ 7,103,810	\$ 2,935,168	\$ 145,134		\$ 248,801	\$ (4,168,642)

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

	7/31/23	7/31/24	7/31/24	7/31/24	2024	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Prior
	Actual	Actual	Amended	Amended	Budget	Year
			Budget	Budget		
<u>OPERATING REVENUES</u>						
Hotel Tax	\$ 832,878	\$ 897,148	\$ 845,833	106.1%	\$ 1,450,000	\$ 64,270
Investment Interest	44,511	91,439	14,583	627.0%	25,000	46,928
Loan Interest	2,000	1,000	1,167	85.7%	2,000	(1,000)
Miscellaneous		-	-		-	-
Total Operating Revenues	\$ 879,389	\$ 989,587	\$ 861,583	114.9%	\$ 1,477,000	\$ 110,198
<u>EXPENDITURES</u>						
Personnel	\$ -	\$ 14,928	\$ 14,928	100.0%	\$ -	\$ 14,928
Operation and Contract	60,832	(23,888)	411,276	-5.8%	705,045	(84,720)
Capital Outlay	-	3,770	160,417	2.3%	275,000	3,770
Total Expenditures	\$ 60,832	\$ (5,191)	\$ 586,621	-0.9%	\$ 980,045	\$ (66,023)
<u>SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES</u>	\$ 818,557	\$ 994,778	\$ 289,890	343.2%	\$ 496,955	\$ 176,221
<u>INTERFUND TRANSACTIONS</u>						
Transfer Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Reimbursements to Other Funds	(203,867)	(142,284)	(142,284)	100.0%	(243,915)	61,583
Total Interfund Transactions	\$ (203,867)	\$ (142,284)	\$ (142,284)	100.0%	\$ (243,915)	\$ 61,583
NET FUND INCREASE (DECREASE)	\$ 614,690	\$ 852,494	\$ 147,607		\$ 253,040	\$ 237,804

Note - Expenditures are recorded in program 171.

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

	7/31/23 YTD Actual	7/31/24 YTD Actual	7/31/24 YTD Amended Budget	7/31/24 % of YTD Amended Budget	2024 Adopted Budget	Difference Prior Year
<u>OPERATING REVENUES</u>						
Non-Home Rule Sales Tax	\$ 4,279,446	\$ 4,361,274	\$ 3,910,083	111.5%	\$ 6,703,000	\$ 81,828
Charges for Services		-	-	N/A		\$ -
Investment Interest	140,448	412,705	72,917	566.0%	125,000	272,257
Grants	-	-	-	N/A	-	-
Miscellaneous	2,100	2,537	13,417	18.9%	23,000	437
Total Operating Revenues	\$ 4,421,994	\$ 4,776,516	\$ 3,996,417	119.5%	\$ 6,851,000	\$ 354,522
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 12,046	\$ 115,055	\$ -	N/A	\$ -	\$ 103,009
Materials and Supplies	153,873	21,269	27,125	78.4%	46,500	(132,604)
Operation and Contract	491,012	651,978	1,016,731	64.1%	1,742,968	160,966
Other Expenditures	-	-	198,274	0.0%	339,899	-
Capital Outlay	1,314,661	369,184	1,973,869	18.7%	3,383,775	(945,477)
Total Operating Expenditures	\$ 1,971,592	\$ 1,157,486	\$ 3,216,000	36.0%	\$ 5,513,142	\$ (814,106)
SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES	\$ 2,450,402	\$ 3,619,030	\$ 780,417	463.7%	\$ 1,337,858	\$ 1,168,628
<u>INTERFUND TRANSACTIONS</u>						
Transfers In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Reimbursements From Other Funds	126,910	-	-	N/A	-	(126,910)
Reimbursements To Other Funds	(198,275)	(18,669)	-	N/A	-	179,606
Total Interfund Transactions	\$ (71,365)	\$ (18,669)	\$ -	N/A	\$ -	\$ 52,696
NET FUND INCREASE (DECREASE)	\$ 2,379,037	\$ 3,600,361	\$ 780,417		\$ 1,337,858	\$ 1,221,324

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

	7/31/23	7/31/24	7/31/24	7/31/24	2024	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Difference
	Actual	Actual	Amended	Amended	Budget	Prior
			Budget	Budget		Year
<u>OPERATING REVENUES</u>						
Plan Review Fees	\$ 1,275	\$ 977	\$ 306	318.9%	\$ 525	\$ (298)
Building/Inspection Fees	1,275	-	1,167	0.0%	2,000	(1,275)
Water Sales	5,220,372	5,461,476	6,253,333	87.3%	10,720,000	241,104
Unmetered Sales	30,496	36,881	37,917	97.3%	65,000	6,385
Water Connection Fees	129,720	39,560	81,667	48.4%	140,000	(90,160)
Fire Service Charge	-	-	-	N/A	-	-
Meter Charges	14,404	9,370	10,092	92.8%	17,300	(5,034)
Special Services	25,741	15,054	5,833	258.1%	10,000	(10,687)
Investment Interest	494,889	687,886	204,167	336.9%	350,000	192,997
Proceeds from Property Sale	-	-	-	N/A	-	-
Miscellaneous	63,158	68,490	670,676	10.2%	1,149,730	5,332
Total Operating Revenues	\$ 5,981,330	\$ 6,319,694	\$ 7,265,157	87.0%	\$ 12,454,555	\$ 338,364
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 370,765	\$ 360,548	\$ 458,741	78.6%	\$ 786,413	\$ (10,217)
Materials and Supplies	62,658	64,257	80,043	80.3%	137,216	1,599
Operation and Contract	2,694,955	2,413,177	4,142,466	58.3%	7,101,369	(281,778)
Capital Outlay	989,340	1,936,784	3,319,167	58.4%	5,690,000	947,444
Total Expenditures	\$ 4,117,718	\$ 4,774,766	\$ 8,000,416	59.7%	\$ 13,714,999	\$ 657,048
Surplus (Deficit) of Revenues Over Expenditures	\$ 1,863,612	\$ 1,544,928	\$ (735,259)	-210.1%	\$ (1,260,444)	\$ (318,684)
<u>INTERFUND TRANSACTIONS</u>						
Reimbursements To Other Funds	\$ (108,848)	\$ (254,846)	\$ (254,846)	100.0%	\$ (436,879)	\$ (145,998)
Total Interfund Transactions	\$ (108,848)	\$ (254,846)	\$ (254,846)	100.0%	\$ (436,879)	\$ (145,998)
Fund Increase/(Decrease) - Budgetary Basis	\$ 1,754,764	\$ 1,290,082	\$ (990,105)		\$ (1,697,323)	\$ (464,682)
<u>ADJUSTMENTS TO GAAP BASIS*</u>						
Remove Capital Outlay	\$ 989,340	\$ 1,936,784				
Depreciation Expense	(191,667)	(335,417)				
IMRF Pension Expense	(15,000)	(26,250)				
OPEB Expense	(10,000)	(17,500)				
Total GAAP Adjustments	\$ 772,673	\$ 1,557,617				
Fund Increase/(Decrease) - GAAP Basis	\$ 2,527,437	\$ 2,847,699				

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

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

	B&T Recreation Operations	Field Operations	Clubhouse Operations	Golf Club	7/31/24 YTD Total	7/31/24 YTD Amended Budget	7/31/24 % of YTD Amended Budget	2024 Adopted Budget	7/31/23 YTD Total	Difference Prior Year
OPERATING REVENUES										
Memberships	\$ 429,880	\$ -	\$ -	\$ 395,650	\$ 825,530	\$ 554,590	148.9%	\$ 950,725	\$ 887,885	\$ (62,355)
Greens Fees	-	-	-	983,668	983,668	819,583	120.0%	1,405,000	859,224	124,444
Golf Surcharge	-	-	-	129,982	129,982	53,143	244.6%	53,143	83,384	46,599
Pro Shop Sales	-	-	-	96,575	96,575	127,167	75.9%	218,000	126,549	(29,974)
Golf Lessons	-	-	-	35,595	35,595	26,250	135.6%	45,000	21,937	13,658
Driving Range Fees	-	-	-	371,625	371,625	227,500	163.4%	390,000	313,120	58,505
Rentals	-	88,894	71,872	379,666	540,432	582,283	92.8%	998,200	506,844	33,588
Programs/User Fees	115,813	-	-	-	115,813	64,050	180.8%	109,800	79,480	36,333
Food Sales	3,728	-	-	35,196	38,925	27,942	139.3%	47,900	214,941	(176,016)
Beverage Sales	-	-	-	-	-	45,296	0.0%	77,650	315,057	(315,057)
Taste of Oak Brook	-	-	-	-	-	-	N/A	-	-	-
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	95,519	-	-	1,440	96,959	57,843	167.6%	99,160	27,407	69,552
Total Operating Revenues	\$ 644,940	\$ 88,894	\$ 71,872	\$ 2,429,398	\$ 3,235,103	\$ 2,585,646	125.1%	\$ 4,394,578	\$ 3,435,828	\$ (200,724)
OPERATING EXPENDITURES										
Personnel	\$ 37,612	\$ -	\$ -	\$ 734,396	\$ 772,008	\$ 813,738	94.9%	\$ 1,671,380	\$ 771,163	\$ 844
Materials & Supplies	30,125	-	7,248	194,411	231,784	252,731	91.7%	718,900	448,861	(217,076)
Operational & Contractual	445,191	23,802	27,193	227,782	723,967	632,475	114.5%	942,765	592,293	131,674
Other	-	-	-	-	-	-	N/A	-	-	-
Capital	514,735	-	-	827,518	1,342,252	627,815	213.8%	466,750	111,412	1,230,840
Total Operating Expenditures	\$ 1,027,662	\$ 23,802	\$ 34,441	\$ 1,984,106	\$ 3,070,011	\$ 2,326,759	131.9%	\$ 3,799,795	\$ 1,923,729	\$ 1,146,283
B&T Administration Overhead Allocation*	\$ 21,850	\$ -	\$ (7,292)	\$ (14,558)	\$ -	\$ (14,558)	N/A	(24,957)	\$ -	\$ (24,957)
Operating Revenues Over (Under) Expenditures	\$ (360,872)	\$ 65,092	\$ 30,139	\$ 430,733	\$ 165,092	\$ 244,329	67.6%	\$ 569,826	\$ 1,512,099	\$ (1,371,963)
INTERFUND TRANSACTIONS										
Interfund Loan**	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Transfer From General Fund	-	-	-	-	-	-	N/A	-	-	-
Reimbursement From Infrastructure Fund	-	-	-	-	-	-	N/A	-	-	-
Reimbursement From Water Fund	23,338	-	-	-	23,338	23,333	100.0%	40,000	-	23,338
Reimbursement To General Fund	(29,624)	-	-	(88,879)	(118,503)	(100,683)	117.7%	(172,600)	(47,230)	(71,273)
Total Interfund Transactions	\$ (6,286)	\$ -	\$ -	\$ (88,879)	\$ (95,165)	\$ (77,350)	123.0%	\$ (132,600)	\$ (47,230)	\$ (47,935)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ (367,158)	\$ 65,092	\$ 30,139	\$ 341,854	\$ 69,927	\$ 166,979		\$ 437,226	\$ 1,464,869	\$ (1,419,899)
ADJUSTMENTS TO GAAP BASIS**										
Remove Capital Outlay	\$ 514,735	\$ -	\$ -	\$ 827,518	\$ 1,342,252				\$ 111,412	
Depreciation Expense	(98,132)	(983)	(25,000)	(143,675)	(267,790)				(267,790)	
IMRF Pension Expense	(1,196)	-	(1,250)	(14,292)	(16,738)				(16,738)	
OPEB Expense	-	-	(1,250)	(16,333)	(17,583)				(17,583)	
Total GAAP Adjustments	\$ 415,406	\$ (983)	\$ (27,500)	\$ 653,218	\$ 1,040,141				\$ (190,699)	
Fund Increase/(Decrease) - GAAP Basis	\$ 48,248	\$ 64,109	\$ 2,639	\$ 995,072	\$ 1,110,068				\$ 1,274,170	

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

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

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

	811 B&T Admin	812 Swimming	813 Tennis	822 Poolside Café	7/31/24 YTD Total	7/31/24 YTD Adopted Budget	7/31/24 % of YTD Amended Budget	2024 Adopted Budget	7/31/23 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>										
Memberships	\$ -	\$ 401,000	\$ 28,880	\$ -	\$ 429,880	\$ 258,285	166.4%	\$ 442,775	\$ 407,785	\$ 22,095
Programs/User Fees	-	73,693	42,120	-	115,813	64,050.00	180.8%	109,800	79,480	36,333
Food Sales	-	-	-	3,728	3,728	3,500.00	106.5%	6,000	41,697	-
Beverage Sales	-	-	-	-	-	1,400.00	0.0%	2,400	14,863	-
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	88,519	-	1,000	6,000	95,519	52,593	181.6%	90,160	1,630	93,889
Total Operating Revenues	\$ 88,519	\$ 474,693	\$ 72,000	\$ 9,728	\$ 644,940	\$ 379,828	169.8%	\$ 651,135	\$ 545,455	\$ 152,317
<u>OPERATING EXPENDITURES</u>										
Personnel	\$ -	\$ 37,612	\$ -	\$ -	\$ 37,612	\$ 146,934	25.6%	\$ 251,888	\$ 45,225	\$ (7,613)
Materials & Supplies	21	18,195	11,774	136	30,125	26,472	113.8%	45,380	38,775	(8,650)
Operational & Contractual	138,542	245,319	60,567	763	445,191	334,270	133.2%	573,034	302,068	143,123
Other	-	-	-	-	-	-	N/A	-	-	-
Capital	429,778	84,957	-	-	514,735	510,125	100.9%	874,500	-	514,735
Total Operating Expenditures	\$ 568,341	\$ 386,082	\$ 72,341	\$ 899	\$ 1,027,662	\$ 1,017,801	101.0%	\$ 1,744,801	\$ 386,068	\$ 641,594
B&T Administration Overhead Allocation*	\$ 60,958	\$ (23,986)	\$ (6,665)	\$ (8,458)	\$ 21,850	\$ -	N/A	\$ 37,457	\$ -	\$ 21,850
Operating Revenues Over (Under) Expenditures	\$ (418,863)	\$ 64,625	\$ (7,006)	\$ 371	\$ (360,872)	\$ (637,972)	56.6%	\$ (1,056,210)	\$ 159,387	\$ (467,428)
Transfer From General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	-	-	-
Reimbursement From Infrastructure Fund	-	-	-	-	-	-	N/A	-	-	-
Reimbursement From Water Fund	23,338	-	-	-	23,338	23,333	100.0%	40,000	-	23,338
Reimbursement To General Fund	(29,624)	-	-	-	(29,624)	(11,808)	250.9%	(20,242)	(26,988)	(2,636)
Total Interfund Transactions	\$ (6,286)	\$ -	\$ -	\$ -	\$ (6,286)	\$ 11,526	-54.5%	\$ 19,758	\$ (26,988)	\$ 20,702
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ (425,149)	\$ 64,625	\$ (7,006)	\$ 371	\$ (367,158)	\$ (626,447)		\$ (1,036,452)	\$ 132,399	\$ (446,726)
<u>ADJUSTMENTS TO GAAP BASIS**</u>										
Remove Capital Outlay	\$ 429,778	\$ 84,957	\$ -	\$ -	\$ 514,735				\$ -	
Depreciation Expense	(37,543)	(58,333)	(1,575)	(681)	(98,132)				(98,132)	
IMRF Pension Expense	(1,167)	-	-	(29)	(1,196)				(1,196)	
Total GAAP Adjustments	\$ 391,069	\$ 26,623	\$ (1,575)	\$ (711)	\$ 415,406				\$ (99,328)	
Fund Increase/(Decrease) - GAAP Basis	\$ (34,080)	\$ 91,248	\$ (8,581)	\$ (339)	\$ 48,248				\$ 33,071	

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

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

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

	815 Polo	816 Open Fields	7/31/24 YTD Total	7/31/24 YTD Amended Budget	7/31/24 % of YTD Amended Budget	2024 Adopted Budget	7/31/23 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>								
Field Rentals	\$ -	\$ 88,894	88,894	\$ 112,583	79.0%	\$ 193,000	\$ 86,500	\$ 2,394
Range Rentals	-	-	-	-	N/A	-	86,080	(86,080)
Taste of Oak Brook	-	-	-	-	N/A	-	-	-
Other Revenue	-	-	-	-	N/A	-	-	-
Total Operating Revenues	\$ -	\$ 88,894	\$ 88,894	\$ 112,583	79.0%	\$ 193,000	\$ 172,580	\$ (83,686)
<u>OPERATING EXPENDITURES</u>								
Personnel	\$ -	\$ -	\$ -	\$ -	N/A		\$ -	\$ -
Materials & Supplies	-	-	-	5,536	0.0%	\$ 9,490	-	-
Operational & Contractual	-	23,802	23,802	44,363	53.7%	76,050	27,049	(3,247)
Other	-	-	-	-	N/A	-	-	-
Capital	-	-	-	26,833	0.0%	46,000	-	-
Total Operating Expenditures	\$ -	\$ 23,802	\$ 23,802	\$ 76,732	31.0%	\$ 131,540	\$ 27,049	\$ (3,247)
Operating Revenues Over (Under) Expenditures	\$ -	\$ 65,092	\$ 65,092	\$ 35,852	181.6%	\$ 61,460	\$ 145,531	\$ (80,439)
<u>INTERFUND TRANSACTIONS</u>								
Transfer From Hotel Tax Fund	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Total Interfund Transactions	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ -	\$ 65,092	\$ 65,092	\$ 35,852		\$ 61,460	\$ 145,531	\$ (80,439)
<u>ADJUSTMENTS TO GAAP BASIS**</u>								
Remove Capital Outlay	\$ -	\$ -	\$ -				\$ -	
Depreciation Expense	-	(983)	(983)				(983)	
Total GAAP Adjustments	\$ -	\$ (983)	\$ (983)				\$ (983)	
Fund Increase/(Decrease) - GAAP Basis	\$ -	\$ 64,109	\$ 64,109				\$ 144,548	

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

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

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

	821 B&T Clubhouse	7/31/24 YTD Amended Budget	7/31/24 % of YTD Amended Budget	2024 Adopted Budget	7/31/23 YTD Total	Difference Prior Year
OPERATING REVENUES						
Rentals	\$ 71,872	\$ 135,917	52.9%	\$ 233,000	\$ 52,488	\$ 19,384
Other Revenue	-	-	0.0%	-	-	-
Total Operating Revenues	\$ 71,872	\$ 135,917	52.9%	\$ 233,000	\$ 52,488	\$ 19,384
OPERATING EXPENDITURES						
Personnel	\$ -	\$ -	N/A	\$ -	\$ 5,373	\$ (5,373)
Materials & Supplies	7,248	8,021	90.4%	13,750	6,855	393
Operational & Contractual	27,193	30,904	88.0%	52,978	32,736	(5,543)
Capital	-	-	N/A	-	-	-
Total Operating Expenditures	\$ 34,441	\$ 38,925	88.5%	\$ 66,728	\$ 44,964	\$ (10,523)
B&T Administration Overhead Allocation*	\$ (7,292)	\$ -	N/A	\$ (12,500)	\$ -	\$ (7,292)
Operating Revenues Over (Under) Expenditures	\$ 30,139	\$ 96,992	31.1%	\$ 153,772	\$ 7,524	\$ 22,615
INTERFUND TRANSACTIONS						
Transfer From General Fund	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -
Total Interfund Transactions	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 30,139	\$ 96,992		\$ 153,772	\$ 7,524	\$ 22,615
ADJUSTMENTS TO GAAP BASIS**						
Remove Capital Outlay	\$ -				\$ -	
Depreciation Expense	(25,000)				(25,000)	
IMRF Pension Expense	(1,250)				(1,250)	
OPEB Expense	(1,250)				(1,250)	
Total GAAP Adjustments	\$ (27,500)				\$ (27,500)	
Fund Increase/(Decrease) - GAAP Basis	\$ 2,639				\$ (19,976)	

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

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

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

	823 Golf Café	831 Golf General Operation	832 Golf Learning & Practice	833 Golf Cart Operations	834 Golf Course Maintenance	7/31/24 YTD Total	7/31/24 YTD Amended Budget	7/31/24 % of YTD Amended Budget	2024 Adopted Budget	7/31/23 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>											
Memberships	\$ -	\$ 395,650	\$ -	\$ -	\$ -	\$ 395,650	\$ 296,304	133.5%	\$ 507,950	\$ 480,100	\$ (84,450)
Greens Fees	-	983,668	-	-	-	983,668	819,583	120.0%	1,405,000	859,224	124,444
Surcharge	-	129,982	-	-	-	129,982	53,143	244.6%	53,143	83,384	46,599
Pro Shop Sales	-	96,575	-	-	-	96,575	127,167	75.9%	218,000	126,549	(29,974)
Golf Lessons	-	-	35,595	-	-	35,595	26,250	135.6%	45,000	21,937	13,658
Driving Range Fees	-	-	371,625	-	-	371,625	227,500	163.4%	390,000	313,120	58,505
Rentals	15,000	-	35,000	329,666	-	379,666	333,783	113.7%	572,200	281,776	97,890
Food Sales	35,196	-	-	-	-	35,196	24,442	144.0%	41,900	173,244	(138,048)
Beverage Sales	-	-	-	-	-	-	43,896	0.0%	75,250	300,194	(300,194)
Other Revenue	-	1,440	-	-	-	1,440	5,250	27.4%	9,000	25,777	(24,337)
Total Operating Revenues	\$ 50,196	\$ 1,607,315	\$ 442,220	\$ 329,666	\$ -	\$ 2,429,398	\$ 1,957,318	124.1%	\$ 3,317,443	\$ 2,665,305	\$ (235,907)
<u>OPERATING EXPENDITURES</u>											
Personnel	\$ 5,184	\$ 388,941	\$ 23,724	\$ 46,322	\$ 270,225	\$ 734,396	\$ 666,804	110.1%	\$ 1,143,092	\$ 720,565	\$ 13,831
Materials & Supplies	(15)	90,253	6,268	915	96,990	194,411	212,703	91.4%	364,633	403,231	(208,820)
Operational & Contractual	3,288	135,995	21,493	31,688	35,317	227,782	222,939	102.2%	382,181	230,440	(2,658)
Other	-	-	-	-	-	-	-	N/A	-	-	-
Capital	-	18,635	-	671,600	137,283	827,518	90,857	910.8%	155,755	111,412	716,106
Total Operating Expenditures	\$ 8,457	\$ 633,823	\$ 51,485	\$ 750,525	\$ 539,816	\$ 1,984,106	\$ 1,193,302	166.3%	\$ 2,045,661	\$ 1,465,648	\$ 518,458
Operating Revenues Over (Under) Expenditures	\$ 41,739	\$ 973,492	\$ 390,735	\$ (420,859)	\$ (539,816)	\$ 445,291	\$ 764,016	58.3%	\$ 1,271,782	\$ 1,199,657	\$ (754,365)
<u>INTERFUND TRANSACTIONS</u>											
Overhead Charge	\$ -	\$ (14,558)	\$ -	\$ -	\$ -	\$ (14,558)	\$ (14,558)	100.0%	\$ (24,957)	\$ -	\$ (14,558)
Transfers from Other Fund	-	-	-	-	-	-	-	0.0%	150,000	-	-
Reimbursement to General Fund	-	(88,879)	-	-	-	(88,879)	(88,876)	100.0%	(152,358)	(20,242)	(68,637)
Total Interfund Transactions	\$ -	\$ (103,437)	\$ -	\$ -	\$ -	\$ (103,437)	\$ (103,434)	100.0%	\$ (27,315)	\$ (20,242)	\$ (83,195)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 41,739	\$ 870,055	\$ 390,735	\$ (420,859)	\$ (539,816)	\$ 341,854	\$ 660,582		\$ 1,244,467	\$ 1,179,415	\$ (837,561)
<u>ADJUSTMENTS TO GAAP BASIS*</u>											
Remove Capital Outlay	\$ -	\$ 18,635	\$ -	\$ 671,600	\$ 137,283	\$ 827,518				\$ 111,412	
Depreciation Expense	(583)	(61,250)	(1,342)	(7,583)	(72,917)	(143,675)				(143,675)	
IMRF Pension Expense	(1,458)	(5,833)	(583)	-	(6,417)	(14,292)				(14,292)	
OPEB Expense	(1,750)	(8,750)	-	-	(5,833)	(16,333)				(16,333)	
Total GAAP Adjustments	\$ (3,792)	\$ (57,199)	\$ (1,925)	\$ 664,017	\$ 52,117	\$ 653,218				\$ (62,888)	
Fund Increase/(Decrease) - GAAP Basis	\$ 37,947	\$ 812,856	\$ 388,810	\$ 243,157	\$ (487,699)	\$ 995,072				\$ 1,116,527	

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



OAK BROOK
Illinois

ITEM 6.E.1.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
August 13, 2024

SUBJECT: Plat of Consolidation - 601 & 605 Harger Road

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to refer the request for the final plat of consolidation to the Planning & Zoning Commission for review and recommendation.

Background/History:

The applicant and owners of the property, DJK Custom Homes, Inc. has submitted a petition requesting approval of a final plat of consolidation to combine two (2) existing lots into one lot consisting of 1.157 acres (or 50,390 SF). The properties are zoned R-3 Single Family Detached Residence District and are improved with single-family homes.

The request to combine the two (2) properties will create a 1.157-acre lot. The owner intends to build a new home on the consolidated lot. The minimum required lot area in the R-3 district is 25,000 square feet. The proposal appears to comply with the Subdivision and Zoning Ordinance regulations.

Several additional documents have been included with this referral to provide the Board with more specific information related to the request.

Recommendation:

Staff recommends that the Village Board refer Morfin's final plat of consolidation to the Planning & Zoning Commission for a public meeting, review, and a recommendation.

Attachments:

1. Exhibits - Plat of Consolidation Referral

SUBDIVISION APPLICATION

VILLAGE OF
OAK BROOK
Illinois

1200 OAK BROOK ROAD
OAK BROOK, IL 60523
630-368-5106 or 630-368-5146

- ☐ PRELIMINARY PLAT OF SUBDIVISION
☐ FINAL PLAT OF SUBDIVISION
☒ FINAL PLAT OF CONSOLIDATION
AND/OR PLAT OF VACATION
☐ ASSESSMENT PLAT SUBDIVISION
☐ SUBDIVISION AMENDMENT
AND/OR VARIATION

NOTE: SEE DOCUMENT SUBMITTAL GUIDELINES ATTACHED TO THE APPLICATION.

SUBDIVISION TITLE
Morfin Consolidation

DATE FILED

GENERAL LOCATION AND LEGAL ADDRESS OF PROPERTY TO BE SUBDIVIDED

Lots 1 and 2 in Harmon's Yorkshire Estates commonly known as 601- and 601-2 Harger

~~ARE~~ YOU SEEKING ANY VARIATION (RELIEF) TO THE SUBDIVISION REGULATIONS? YES ☐ NO ☒

If **YES**, list the specific section in the Subdivision Regulations and attach a detailed explanation of the relief you are seeking:

PERMANENT PARCEL NO. 06-24-302-004 and 06-24-302-005

NAME OF APPLICANT (and Email Address) DJK Custom Homes, Inc -aleksr@djkhomes.com PHONE 630-369-1953

ADDRESS 2707 San Luis Ct. CITY Naperville STATE IL ZIP 60565

RELATIONSHIP of APPLICANT TO PROPERTY Owner

OWNER OF RECORD DJK Custom Homes, Inc. PHONE 630-369-1953

ADDRESS 2707 San Luis Ct. CITY Naperville STATE IL ZIP 60565

BENEFICIARY (IES) OF TRUST _____ PHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

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

[Signature]
Signature of Owner

7/2/24
Date

[Signature]
Signature of Applicant

7/2/24
Date

OWNERS AFFIDAVIT FOR SUBDIVISIONS OF NOT MORE THAN FIVE (5) LOTS

This plat contains the entire contiguous undeveloped land area in which I have any interest.

[Signature]
Signature of Owner

7/2/24
Date

IDENTIFY STRUCTURES AND OTHER IMPROVEMENTS ON THE PROPERTY (Use additional paper if needed)

SIZEING BY LAND USE CATEGORY	RESIDENTIAL	COMMERCIAL	OPEN SPACE	OTHER	TOTAL
NUMBER of LOTS	2				
NUMBER of ACRES	1.157				
NUMBER of SQUARE FEET	50,390				

Names of Surrounding Property Owners

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

NAME OF PROPERTY OWNER	MAILING ADDRESS OF PROPERTY OWNER	PROPERTY ADDRESS	PERMANENT INDEX NUMBER
Kevin and Kristine Kiefer	7 Yorkshire Dr., Oak Brook, IL 60523	7 Yorkshire Dr., Oak Brook, IL	06-24-106-004 & 003
DuPage County Forest Preserve	PO Box 5000, Wheaton, IL 60189	714 Harger Rd., Oak Brook, IL	06-24-301-001
Thomas Moore	1 Yorkshire Woods, Oak Brook, IL 60523	1 Yorkshire Woods, Oak Brook, IL	06-24-302-002
Michael and Nkeiruka Nnam	2 Yorkshire Woods, Oak Brook, IL 60523	2 Yorkshire Woods, Oak Brook, IL	06-24-302-003
Sunil Suri	103 Ambriance Dr., Burr Ridge, IL 60527	3 Yorkshire Woods, Oak Brook, IL	06-24-106-002
Tawfiq Salem	10 Yorkshire Woods, Oak Brook, IL 60523	10 Yorkshire Woods, Oak Brook, IL 60523	06-24-102-018
Nadeem Sayed	11 Yorkshire Woods, Oak Brook, IL 60523	11 Yorkshire Woods, Oak Brook, IL 60523	06-24-102-014

NOTICE TO APPLICANT

REFER TO OAK BROOK CODE: TITLE 14 - SUBDIVISION REGULATIONS

DO NOT SUBMIT ANY proposed plat of subdivision until you are directed to do so. **ALL Subdivision application forms, Subdivision plats and engineering plans (if required), and other documents are to be emailed to Cathy at: cchiarelli@oak-brook.org for a preliminary review along with the contact person information who will be making any plat revisions.**

After comments and revisions have been completed by the Village Engineer at least 10 days before the Plan Commission meeting, you will be directed to submit, the following: The original Applications must be completed, signed and **accompanied with the following:** Proper fee (payable to the Village of Oak Brook), Two (2) folded copies of the proposed subdivision (**pursuant to the Plat Act maximum sheet size permitted is 30" x 36"**), 2 copies of Plat of Survey with Legal Description, Common Address and P.I.N. noted. Include a PDF of all plats and plans of each, which is to be emailed to cchiarelli@oak-brook.org) Completed Subject Property Verification, Surrounding Property Owners form. If the applicant is NOT the property owner, a Letter of Standing is required with the written consent / authorization from the property owner. **See Submittal Guideline for a complete list of requirements.**

Fees and documents must be received prior to the 2nd to the last Friday of the second preceding month for Planning & Zoning Commission review on the first Wednesday of the each month. An incomplete submittal will NOT be accepted and may be returned to the applicant. Please check all items applicable::

PRELIMINARY PLAT	_____	\$50.00 per lot or \$750.00 minimum**
FINAL PLAT (G-289, 3/24/81)	_____	\$750.00 – NO IMPROVEMENTS**(Plus Plan Review & Inspection Fees, if required)
FINAL PLAT – with Improvements	_____	\$750.00 plus plan review fees – See Section 1-14-1-E.3 for amount (G-706 11/2002)
AMENDMENT or VARIATION	_____	\$750.00*
ASSESSMENT PLAT (12/11/79)	_____	No Charge
Public Hearing Signs	_____	\$50.00 per sign – 1 sign required for each Street Frontage/Per Parcel
		*Fees do not include publication costs, which are paid for separately
		** \$125 fee for each time extension Fees - Title 1 Chapter 14 of this code.

All meetings are held in the Samuel E. Dean Board Room of the Butler Government Center, 1200 Oak Brook Road

DO NOT WRITE IN THIS SPACE BELOW FOR VILLAGE USE ONLY

Date Filed <u>7/11/24</u>	Fee Paid \$ <u>850.00</u>	Receipt No. _____	Received By <u>CC</u>
HEARING DATES: Board of Trustees (Referral) <u>8/13/24</u>		P&Z Commission <u>9/4/24</u>	Board of Trustees <u>9/24/24</u>
SIGNED - VILLAGE CLERK <u>Aisha Scarpone</u>		Date <u>7/16/24</u>	<u>* Pending P&Z</u>

MORFIN FINAL PLAT OF CONSOLIDATION

LOT 1 AND 2 IN FINAL PLAT OF SUBDIVISION OF HANNON'S YORKSHIRE ESTATES, BEING A PART OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 27, 2018 AS DOCUMENT NUMBER R2018-036670, IN DUPAGE COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED THIS ____ DAY OF _____ A.D. 20____

OWNER SIGNATURE _____

PRINTED NAME _____

DJK CUSTOM HOMES, INC.
2707 SAN LUIS COURT
NAPERVILLE, IL 60565

NOTARY CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE

STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE AFORESAID INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS THIS ____ DAY OF _____ A.D. 20____

NOTARY PUBLIC _____

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

THIS IS TO CERTIFY THAT DJK CUSTOM HOMES, INC. AS OWNER OF THE PROPERTY DESCRIBED AS THE CONSOLIDATION AND LEGALLY DESCRIBED ON THIS PLAT OF THE SAME NAME, HAS DETERMINED, TO THE BEST OF MY KNOWLEDGE, THE SCHOOL DISTRICTS IN WHICH EACH OF THESE LOTS LIES ARE:

ELMHURST COMMUNITY SCHOOL DISTRICT #205, IN DUPAGE COUNTY, ILLINOIS.

DATED THIS ____ DAY OF _____ A.D. 20____

OWNER - DJK CUSTOM HOMES, INC.

PLANNING & ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

APPROVED BY THE PLANNING & ZONING COMMISSION OF THE VILLAGE OF OAK BROOK, DUPAGE COUNTY, ILLINOIS.

THIS ____ DAY OF _____ A.D. 20____

CHAIRMAN _____

VILLAGE CLERK'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, _____ VILLAGE CLERK OF THE VILLAGE OF OAK BROOK, ILLINOIS, HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND BY RESOLUTION DULY APPROVED BY THE VILLAGE BOARD OF SAID VILLAGE AT ITS MEETING HELD ON

_____, 20____, AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS BEEN POSTED FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THE REGULATIONS OF SAID VILLAGE.

IN WITNESS WHEREOF I HAVE HERETO SET MY HAND AND THE SEAL OF THE VILLAGE OF OAK BROOK, ILLINOIS.

DATED THIS ____ DAY OF _____ A.D. 20____

VILLAGE CLERK _____

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, _____ VILLAGE TREASURER OF THE VILLAGE OF OAK BROOK, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT. DATED AT OAK BROOK, DUPAGE COUNTY, ILLINOIS.

DATED THIS ____ DAY OF _____ A.D. 20____

VILLAGE TREASURER _____

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, _____ VILLAGE ENGINEER OF THE VILLAGE OF OAK BROOK, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE ANNEXED PLAT AND THE PLANS AND SPECIFICATIONS THEREOF, MEET THE MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

DATED THIS ____ DAY OF _____ A.D. 20____

VILLAGE ENGINEER _____

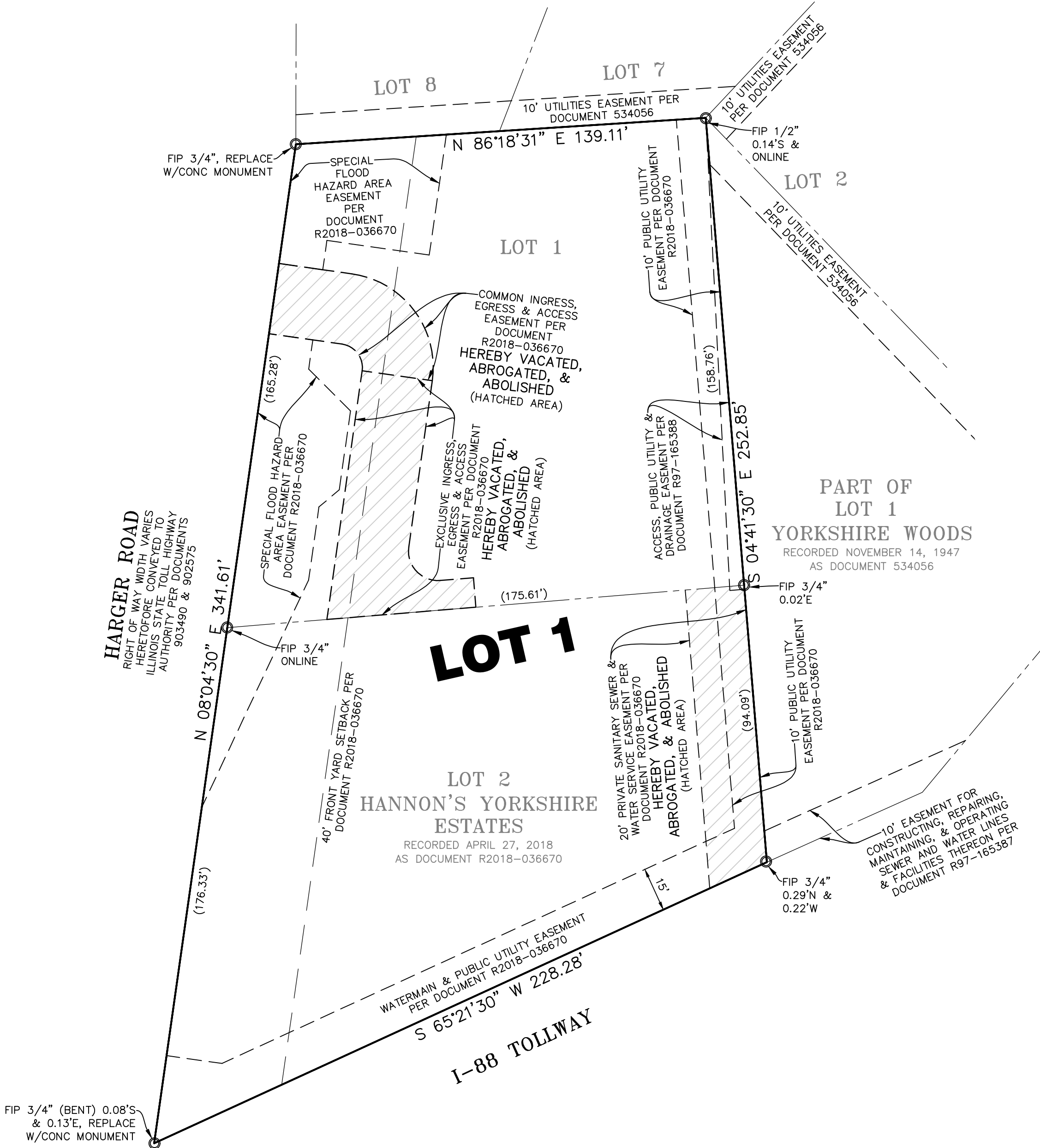
SANITARY DISTRICT CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, _____ EXECUTIVE DIRECTORY OF THE FLAGG CREEK WATER RECLAMATION DISTRICT, HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN CONFIRMED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

DATED THIS ____ DAY OF _____ A.D. 20____

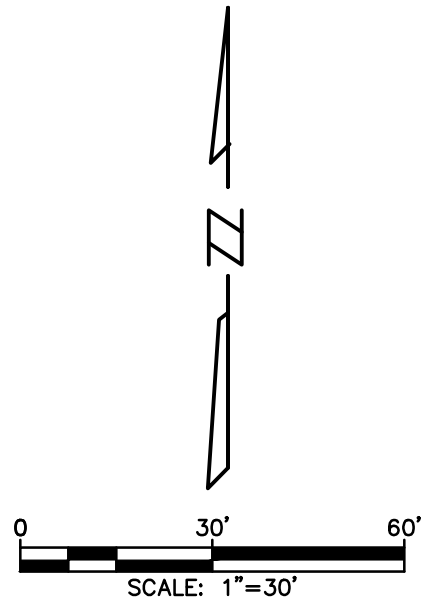
EXECUTIVE DIRECTOR _____



THE MEASURED BEARINGS SHOWN ON THIS PLAT ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM - EAST ZONE (NAD 83) 2011 ADJUSTMENT. THE MEASURED BEARINGS DIFFER FROM THE RECORD BEARINGS SHOWN ON THE FINAL PLAT OF SUBDIVISION FOR HANNON'S YORKSHIRE ESTATES BY 00°00'37"

PREPARED FOR:
DJK CUSTOM HOMES, INC.
2707 SAN LUIS COURT
NAPERVILLE, IL 60565

CURRENT P.I.N.
06-24-302-004 (LOT 1)
06-24-302-005 (LOT 2)
COMMON ADDRESS:
601 HARGER ROAD
OAK BROOK, IL 60523



AFTER RECORDING THIS DOCUMENT SHOULD BE RETURNED BY MAIL TO:
VILLAGE OF OAK BROOK
1200 OAK BROOK ROAD
OAK BROOK, IL 60523

AREA SUMMARY

LOT 1: 25,195 SQUARE FEET (0.5785 AC±)
LOT 2: 25,195 SQUARE FEET (0.5785 AC±)
TOTAL: 50,390 SQUARE FEET (1.157 AC±)

LEGEND

— = EX. PROPERTY LINE
- - - = EX. LOT LINE
- - - = EX. EASEMENT LINE
- - - = EX. SETBACK LINE

ABBREVIATIONS

CONC CONCRETE
E EAST
FIP FOUND IRON PIPE
N NORTH
S SOUTH
W WEST
(XXX.XX) RECORD INFORMATION
XXX.XX MEASURED INFORMATION

RECORDER'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS ON THE ____ DAY OF _____, A.D., 20____, AT ____ O'CLOCK ____ M.

RECORDER OF DEEDS _____

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, _____ COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT TAXES, NO UNPAID CURRENT GENERAL TAXES AND NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, THIS

____ DAY OF _____ A.D., 20____

COUNTY CLERK _____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

THIS IS TO CERTIFY THAT I, TIMOTHY B. MARTINEK, REGISTERED ILLINOIS LAND SURVEYOR NO. 035-003782, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LOT 1 AND 2 IN FINAL PLAT OF SUBDIVISION OF HANNON'S YORKSHIRE ESTATES, BEING A PART OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 27, 2018 AS DOCUMENT NUMBER R2018-036670, IN DUPAGE COUNTY, ILLINOIS.

AS SHOWN BY THE ANNEXED PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK BROOK RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN PREPARATION OF THIS PLAT. I FURTHER CERTIFY THAT THE LAND IS WITHIN THE VILLAGE OF OAK BROOK WHICH HAS ADOPTED A VILLAGE COMPREHENSIVE PLAN AND MAP AND IS EXERCISING THE POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED. I FURTHER CERTIFY THAT A PART OF THE LANDS SHOWN ON THIS PLAT ARE LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NUMBER 17043C0181J WITH AN EFFECTIVE DATE OF AUGUST 1, 2019.

I HEREBY GRANT PERMISSION TO THE VILLAGE OF OAK BROOK CLERK OR AN EMPLOYEE OF THE VILLAGE CLERK'S OFFICE, TO RECORD THIS PLAT. THE REPRESENTATIVE SHALL PROVIDE THE SURVEYOR WITH A RECORDED COPY OF THIS PLAT.

GIVEN UNDER MY HAND AND SEAL AT WARRENVILLE, ILLINOIS,

THIS ____ DAY OF _____, 20____

FOR REVIEW

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782
LICENSE EXPIRES NOVEMBER 30, 2024

DESIGN FIRM PROFESSIONAL LICENSE NO. 184.001186
LICENSE EXPIRES APRIL 30, 2025

DATE OF FIELD SURVEY: JANUARY 27, 2024
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



REVISIONS:					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
7/12/24	TBM	VILLAGE COMMENTS			
8/5/24	SDS	VILLAGE COMMENTS			

DRAWN BY: SDS

CHECKED BY: TBM

APPROVED BY: TBM



35701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60555
PHONE (630) 393-3060
FAX (630) 393-2152

10 S. RIVERSIDE PLAZA, SUITE 875
CHICAGO, ILLINOIS 60606
PHONE (312) 474-7841
FAX (312) 474-6099

2416 GALEN DRIVE
CHAMPAIGN, ILLINOIS 61821
PHONE (217) 351-6268
FAX (217) 355-1902

PREPARED FOR:

DJK CUSTOM HOMES, INC.

TITLE:

FINAL PLAT OF CONSOLIDATION
601 HARGER ROAD
OAK BROOK, ILLINOIS

SCALE: 1"=30'

DATE: 05-29-2024

JOB NO: W24021.00

SHEET 1 OF 1



ITEM 8.A.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
August 13, 2024

SUBJECT: Final Plat of Consolidation – 401 & 405 Canterbury Lane

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board concur with the recommendation from the Planning & Zoning Commission to approve the proposed Final Plat for Shafi's Plat of Consolidation, subject to the following conditions:

1. Final engineering review and approval.
2. The residence located at 401 Canterbury will not be occupied prior to demolition.
3. Demolition of the existing structures at 401 Canterbury Lane and removal of the water service shall be completed within 12 months of the Village Board's approved resolution.
4. Recording of the document by Village Staff following the demolition.

Background/History:

Dr. Mohammad and Masooma Shafi owners of 401 & 405 Canterbury Lane, submitted a petition requesting approval of a final plat of consolidation to combine two (2) existing lots into one lot, the new parcel will be approximately 1.73 acres (or 74,411 sq. ft.). A dedication of 4,158 SF will be granted to the Village of Oak Brook.

The owner intends to demolish the existing home at 401 Canterbury and construct an addition to 405 Canterbury, the existing single-family home. The minimum required lot area in the R-2 district is 43,560 square feet. The proposal appears to comply with the Subdivision and Zoning Ordinance regulations.

At their meeting on July 17, 2024, the Planning & Zoning Commission reviewed and deliberated on the petition. Staff reported a call from a neighbor objecting to the consolidation. No members of the public spoke to the commission for or against the requested consolidation Plat. The Planning & Zoning Commission discussed the Plat and asked about the reason(s) for the request.

The questions were answered to the satisfaction of the Planning & Zoning Commission.

The Commission's recommendation included a condition which stated that "**A Subdivision Improvement Agreement (SIA) will include the requirement to demolish the existing structures at 401 Canterbury Lane and water service removal**". Mark Daniel, attorney for the applicant, proposed a revision to the Village attorney, as the lot consolidation does not require typical subdivision improvements (i.e. streets, streetlights, sewer, etc.). The Village attorney agreed with Mr. Daniel and directed staff to modify the conditions of approval. Section 13-3-3.A(1) of the Village Code allows only one principal building on lots within the residence district. Therefore, the home at 401 Canterbury must be demolished prior to recording of the Plat of Consolidation. The proposed conditions have been revised stating that the demolition of the structures on 401 Canterbury and removal of the water service is required to be permitted and inspected prior to staff recording the Plat. The demolition is required to be completed within 12 months of approval.

The case file has been included with the Planning & Zoning Commission recommendation letter, both providing additional information and details pertaining to the application.

By a vote of 8 to 0, the Planning & Zoning Commission recommended approval of the final plat for the Shafi's Plat of Consolidation as presented.

Recommendation:

I move that the Village Board concur with the recommendation from the Planning & Zoning Commission to approve the proposed Final Plat for Shafi's Plat of Consolidation and direct the Village Attorney to draft a Resolution with conditions for consideration at the next Village Board meeting.

Attachments:

1. Exhibits - 401 & 405 Canterbury Ln - Plat of Consolidation



VILLAGE OF
OAK BROOK
Illinois

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

August 1, 2024

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

Subject: Shafi's Final Plat of Consolidation – 401 & 405 Canterbury Lane

Dear Village President and Board of Trustees:

Background

At its meeting on July 17, 2024, the Planning & Zoning Commission completed its review and deliberations on a petition from Dr. Mohammad and Masooma Shafi and owners of the properties located at 401 & 405 Canterbury Lane seeking approval of a final plat to consolidate the two existing parcels into one.

405 Canterbury Lane is currently improved with a single-family home and 405 Canterbury Lane has an existing house that will be demolished to construct an addition to 405 Canterbury Lane. When the two lots are combined, the single lot will be approximately 74,411 square feet or 1.73 acres.

The Commission was in receipt of the Village's consulting engineers' review and recommended approval of the proposed final plat.

See the plans and other materials in the case file for additional information regarding the request.

Public Comment

All interested parties were notified of the public meeting. No one spoke in support of or in opposition to the request. At the meeting, staff reported a call from a neighbor objecting to the consolidation.

Planning & Zoning Commission Recommendation

By a vote of 8 to 0, the Planning & Zoning Commission recommended approval of the final plat for the Shafi's Plat of Consolidation subject to final engineering approval.

Very truly yours,

Raju Iyer

Rajaraman Iyer
Chairman
Planning & Zoning Commission



VILLAGE OF OAK BROOK *Illinois*

MINUTES OF THE JULY 17, 2024 SPECIAL MEETING OF THE PLANNING & ZONING COMMISSION OF THE VILLAGE OF OAK BROOK APPROVED AS WRITTEN/AMENDED ON

1. CALL TO ORDER:

CALL TO ORDER

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

2. ROLL CALL:

ROLL CALL

Cathy Chiarelli called the roll with the following persons:

PRESENT: Chairman Raju Iyer, Vice Chairman Wayne Ziemer, Members Jeff Bulin, Natalie Cappetta, Richard DiBernardo, Rahma Hasan, Baker Nimry and Kenneth Wilczak

IN ATTENDANCE: Village Attorney Michael Castaldo III, Director Rebecca Von Drasek, Village Planner Rama Raman and Cathy Chiarelli

3. APPROVAL OF MINUTES

MINUTES

SPECIAL PLANNING & ZONING COMMISSION MEETING OF JUNE 26, 2024

JUNE 26, 2024

Motion by Vice Chairman Ziemer, seconded by Member Bulin to approve the minutes of the June 26, 2024 Special Planning & Zoning Commission meeting as written. VOICE VOTE: Motion Carried.

Chairman Iyer suggested that commissioners hear the Plat of Consolidation petition first. Motioned by Vice Chairman Ziemer, seconded by Member Nimry to hear the new business first. VOICE VOTE: Motion carried.

5. NEW BUSINESS

UNFINISHED
BUSINESS

A. PLAT OF CONSOLIDATION – 401 & 405 CANTERBERRY LANE

PLAT _____ OF
CONSOLIDATION _____
401 _____ & _____ 405
CANTERBERRY LN

Planner Raman summarized the petition.

Mark Daniel, Daniel Law Office, PC, Oakbrook Terrace, attorney for the applicant explained the homeowners of 405 Canterbury Lane purchased the lot at 401 Canterbury Lane in order to consolidate the two properties. Mr. Daniel noted a

statutory dedication of thousands of square feet to Canterbury Lane (Village of Oak Brook). He said no variations were requested and the plans were within code. He noted what he called a technical error in the Staff Report and said that he emailed the village attorney regarding the Subdivision Improvement Agreement. The current home at 401 Canterbury will be demolished as it goes through the permitting process and there will only be one home on the consolidated property.

Planner Raman stated there was one resident who called in opposition of the petition due to the volume of parties held at the petitioner's house and tree branches falling from their property.

Dr. Shafi stated that they intend to demolish the house at 401 Canterbury in order to build more garage space. Their current home at 405 Canterbury will remain as is.

Member Cappetta believed there were technical issues in the casefile. She was concerned that all surrounding property owners may not have been notified due to missing PINs (property index numbers).

Attorney Castaldo III responded that unlike public hearings, public meetings do not require mailing notice. He was comfortable with the what was provided.

Member Wilczak advised that two separate lots with two separate homes were more valuable.

Motioned by Member Wilczak, seconded by Member Hasan to recommend approval of the plat of consolidation subject to the following conditions:

1. Final engineering review and approval.
2. A Subdivision Improvement Agreement (SIA) will include the requirement to demolish the existing structures at 401 Canterbury Lane and water service removal.
3. Recording of the document by Village Staff.

ROLL CALL:

Ayes: 8 – Chairman Iyer, Vice Chairman Ziemer, Members Bulin, Cappetta, DiBernardo, Hasan, Nimry and Wilczak. Motion carried.
Absent: 1 - Member Pontrelli

4. UNFINISHED BUSINESS

NEW BUSINESS

A. TEXT AMENDMENT UNIVERSAL ZONING CODE AMENDMENTS

UNIVERSAL ZONING
CODE
AMENDMENTS

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

STAFF REPORT

DATE: July 2, 2024

CASE NO: 2024-11-SR-FP

DESCRIPTION: Final Plat – Plat of Consolidation to combine two (2) lots into one lot

PETITIONER: Mohammad S Shafi
401 and 405 Canterbury Lane
Oak Brook, IL 60523

ADDRESS: 401 and 405 Canterbury Lane

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

ZONING/USE OF SURROUNDING PROPERTY:

North: R-2, Single-Family Detached Residence District, single-family homes with a minimum lot size of 43,560 SF.

South: R-1, Single-Family Detached Residential District, single-family homes with minimum lot size of 87,120 SF.

East: R-1, Single-Family Detached Residential District, single-family homes with minimum lot size of 87,120 SF.

West: R-2, Single-Family Detached Residence District, single-family homes with a minimum lot size of 43,560 SF.

DISCUSSION: Mohammad S and Masooma Shafi, owners of 405 Canterbury Lane and authorized contract purchasers and owners of 401 Canterbury Lane, has submitted a petition requesting approval of a final plat to consolidate two (2) existing lots into one lot. When combined, a single lot of approximately 1.731 acres (or 75,411 SF) will be created with the dedication of 4,158 SF to the Village.

405 Canterbury Lane contains a single-family home, driveway and attached garage and 401 Canterbury Lane contains a single-family home with a detached garage that shares a common property line with 405 Canterbury Lane.

**STAFF REPORT – SHAFI’S CONSOLIDATION – 401 & 405 CANTERBERRY LANE
FINAL PLAT – CONSOLIDATION
CASE NO. 2024-11-SR-FP**

STAFF COMMENTS:

- The property was annexed into the Village of Oak Brook in October, 1962.
- The 1990 Village of Oak Brook Comprehensive Plan identifies the land use for the subject property as Single-Family Residential.
- The proposal to consolidate the two (2) existing lots creates a lot totaling approximately 75,411 SF.
- The proposal complies with the minimum lot size, lot frontage, and setback requirements for the R-2 Single-Family Detached Residence District and no zoning variations are being requested. Additionally, larger lots are more desirable for open spaces.
- The rear and side property line abuts R-1, Single-Family Detached Residential District.
- In accordance with Title 14-4-4 of the Village Code, a Subdivision Improvement Agreement (SIA) is required.
- Demolition of the existing structures at 401 Canterbury Lane and the water service removal is required.
- The verandah for the proposed expansion appears to be on top of an enclosed living space that would exceed the proposed minimum lot coverage of 20 percent.
- The proposed consolidated lot will have one address, 405 Canterbury Lane.
- No right of way (ROW) improvements are required. The applicant is dedicating 4,158 SF to the Village as a part of the subdivision.

Additional application materials have been submitted by the petitioner to further discuss and explain the proposal. Please see the materials provided by the petitioner in the case file for a more detailed description of this request.

RESPONSIBILITIES OF HEARING BODIES:

The Planning and Zoning Commission has the responsibility to make a recommendation on this request for a final plat of consolidation and determine if it is in compliance with the Village’s comprehensive plan, zoning ordinance and other applicable ordinances.

CONCLUSION:

Staff has reviewed the Shafi’s Plat of Consolidation and recommends approval of the plat subject to final engineering review and approval.

If the Planning and Zoning Commission (P & Z) concurs with the staff recommendation and is of the opinion that the subdivision plat complies with the Village’s comprehensive plan, zoning ordinance and the subdivision regulations, I would ask that the Commission provide an affirmative recommendation to approve the Shafi’s Plat of Consolidation subject to the following:

**STAFF REPORT – SHAFT'S CONSOLIDATION – 401 & 405 CANTERBERRY LANE
FINAL PLAT – CONSOLIDATION
CASE NO. 2024-11-SR-FP**

- 1) Final engineering review and approval.**
- 2) A Subdivision Improvement Agreement (SIA) will include the requirement to demolish the existing structures at 401 Canterbury Lane and water service removal.**
- 3) Recording of the document by Village Staff.**

Please contact me if you have any questions or need additional information.

Respectfully Submitted,



Rama Raman
Village Planner

July 8, 2024

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

Project	Case No.	Review No.	Status
405 Canterbury Lane	2024 11 SR PP	2	Approved w/ Conditions

EZA Engineering received the following permit submittal documents on June 28, 2024:

Document	Prepared By	Sheets	Date
Shafi Plat of Consolidation	ERA	1	6-18-24
Preliminary Site Plan	ERA	2	6-27-24

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

GENERAL COMMENTS

1. The proposed improvements appear to result in a net new impervious area of approximately 14,100 SF for the (consolidated) development site. Therefore, it does not appear that stormwater detention will be required. However, Post Construction Best Management Practices (PCBMP) will be required. Please note the proposed gazebo appears to be located directly over the dry well constructed under Village permit 15-2-061 and would require reconstruction if the site plan does not change. This can be designed during the permit review and does not have an impact on platting. A response to this comment is not necessary.
2. Condition: In accordance with Title 14-4-4 of the Village Code, a Subdivision Improvement Agreement (SIA) is required. The SIA shall be submitted, reviewed, and recommended for approval by Village staff prior to going to the Village Board.

The submitted plat of consolidation is recommended for approval to be presented to the Planning and Zoning Commission. If you have any questions, please contact me at jamie@ezaeng.com or (847) 257-5414.

Sincerely,
EZA ENGINEERING PLLC



James Patterson, P.E.



VILLAGE OF
OAK BROOK
Illinois

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

July 1, 2024

Dear Resident:

The Oak Brook Planning & Zoning Commission and the Village Board will be considering a final plat of consolidation at the meetings scheduled on the reverse side of this notice.

The application has been filed by:	Mohammad S. Shafi 405 Canterbury Lane Oak Brook, IL 60523
The property in question is located at:	401 & 405 Canterbury Lane
Relationship of applicant to property:	Owner
Name of Subdivision	Shafi Plat of Consolidation

Also shown on the reverse side of this notice is a map* of the area to assist you in determining your relationship to the property in question.

The Applicant is seeking the approval of a final plat to consolidate the two existing parcels into one lot consisting of the approximately 75,411 square feet. The existing single family home will remain at 405 Canterbury Lane.

If you desire more detailed information, please contact the Development Services Department at 630-368-5106 or 630-368-5103 to make arrangements to review the application, typically 8:00 a.m. - 4:00 p.m., Monday through Friday, with the exception of holidays.

Sincerely,

Rebecca Von Drasek
Director, Development Services Department

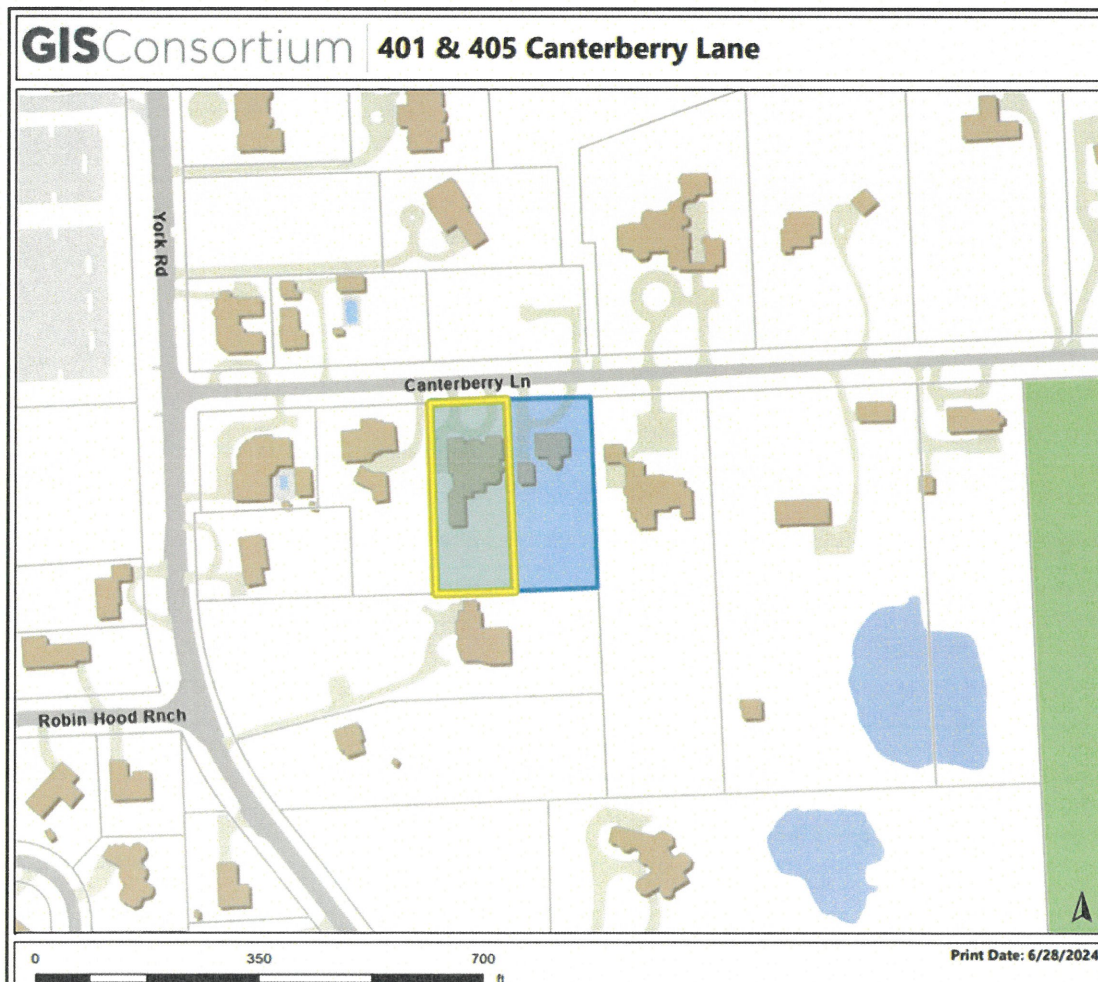
In accord with the provisions of the Americans with Disabilities Act, any individual who is in need of a reasonable accommodation in order to participate in or benefit from attendance at a public meeting of the Village of Oak Brook should contact the Butler Government Center (Village Hall), at 630-368-5010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

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

Planning & Zoning Commission Meeting 6:30 p.m., Wednesday, July 17, 2024

Board of Trustees Meeting 7:00 p.m., Tuesday, August 13, 2024**

**Tentative Follows the completion of the
Planning & Zoning Commission meeting.



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



ITEM 6.D.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
July 16, 2024

SUBJECT: Plat of Consolidation - 401 & 405 Canterbury Lane

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to refer the request for the final plat of consolidation to the Planning & Zoning Commission for a public meeting and recommendation for the properties located at 401 & 405 Canterbury Lane.

Background/History:

The applicant and owners of the property, Mohammad and Masooma Shafi, have submitted a petition requesting approval of a final plat of consolidation to combine two (2) existing lots into one lot consisting of 1.73 acres (or 75,411 SF). The properties are zoned R-2 Single Family Detached Residence District and are improved with single-family homes.

The request to combine the two (2) properties will create a 1.73-acre lot. The owner intends to demolish the existing home at 401 Canterbury and construct an addition to 405 Canterbury in its place. The minimum required lot area in the R-2 district is 43,560 square feet. The proposal appears to comply with the Subdivision and Zoning Ordinance regulations.

Several additional documents have been included with this referral to provide the Board with more detailed and specific information related to the request.

Recommendation:

Staff recommends that the Village Board refer Shafi's final plat of consolidation to the Planning & Zoning Commission for a public meeting, review, and a recommendation.

Attachments:

1. Referral 401 & 405 Canterbury - Plat of Consolidation

14-3-1: PLATS REQUIRED:

A. Plats Prerequisite To Subdividing Lands: Before subdividing any tract or parcel of land in the village and the unincorporated areas within one and one-half (1 1/2) miles of the village limits, an owner or subdivider shall submit a preliminary plat and a final plat to be acted upon by the village authorities in accordance with the following requirements. Prior to preparation of preliminary plat drawings, it is suggested that the subdivider consult with the plan commission and other village officials to determine conformity to the official plan, zoning ordinance and compliance with this and other applicable village ordinances.

B. Subdivisions Of Not More Than Five Lots:

1. When an application for approval of a subdivision plat containing not more than five (5) lots and located within the village limits is submitted, and is accompanied by an affidavit that such plat comprises the entire contiguous undeveloped land area in which the applicant has any interest, the village clerk shall refer such plat to the village board and if, upon its consideration thereof and after receiving a report from the plan commission which includes a finding that the plat contains the entire contiguous undeveloped land in which the applicant has any interest, it finds that the intent and purpose of this title is not violated, the village board may approve such plat without further procedure.

2. The plat of such a subdivision submitted by the subdivider for approval shall meet all requirements for a final plat as required by these regulations. (Ord. G-708, 12-10-2002)

14-4-2: FINAL PLAT REQUIREMENTS:

A. General: The final plat shall be drawn with black waterproof drawing ink on transparent linen tracing cloth, or equal, in a manner that clear and legible transparent or contact prints can be made.

B. Identification And Description:

1. Proposed name of subdivision.

2. A full and detailed description of the land embraced in the plat, showing the township and range in which such land is situated, and the sections and parts of sections platted, and in the case of replatting or resubdividing, a description of the part of, and the name of, the original plat which is replatted or resubdivided, containing the name of the town, city, village or addition platted, the name of the proprietor required to sign the plat and the surveyor making it. If there is any excepted parcel within the plat boundary it must be accurately described by metes, bounds and courses.

3. Scale of plat, one inch equals one hundred feet (1" = 100') or other scale approved by the village engineer.

4. North point (indicating true north).

5. Date of preparation.

C. Delineation Of Final Plat:

1. Boundary of the plat based on an accurate traverse, with all angular and linear dimensions shown.

2. All blocks, lots, streets, alleys, crosswalks, easements and setback lines within or adjacent to the plat, all of which shall have all angular and linear dimensions given and all radii, internal angles, bearings, points of curvature, tangents and lengths of all curves so that no dimensions or data are missing which are required for the future relocation of any of the corners or boundaries of blocks, lots, streets, etc., as listed above. All dimensions shall be given to the nearest hundredth of a foot.

3. True angles and distances to the nearest established official monuments, not less than three (3) of which shall be accurately described on the plat.

4. Municipal, township or section lines accurately tied to the lines of the subdivision by distances and angles.

5. Block and lot numbers of all blocks and lots. Names of all existing streets and all streets in the subdivision.

6. Accurate outlines, legal descriptions of any areas to be dedicated or reserved for public use or for the exclusive use of property owners within the subdivision.

7. Location of all iron stakes and all permanent monuments required by this chapter.

8. Any protective covenants.

9. Statements covering easement provisions.

10. All other information required by state statutes.

In addition to all other requirements herein contained, there shall be submitted with the final plat a document over the signature of the engineer or surveyor, who prepared such plat, indicating the total square footage of each lot shown on the plat.

SUBDIVISION APPLICATION



1200 OAK BROOK ROAD
OAK BROOK, IL 60523
630-368-5106 or 630-368-5146

- ☐ PRELIMINARY PLAT OF SUBDIVISION
☐ FINAL PLAT OF SUBDIVISION
☒ FINAL PLAT OF CONSOLIDATION
AND/OR PLAT OF VACATION
☐ ASSESSMENT PLAT SUBDIVISION
☐ SUBDIVISION AMENDMENT
AND/OR VARIATION

NOTE: SEE DOCUMENT SUBMITTAL GUIDELINES ATTACHED TO THE APPLICATION.

SUBDIVISION TITLE **SHAFI PLAT OF CONSOLIDATION**

DATE FILED

GENERAL LOCATION AND LEGAL ADDRESS OF PROPERTY TO BE SUBDIVIDED
401 & 405 CANTERBERRY LANE, OAK BROOK, IL 60523

ARE YOU SEEKING ANY VARIATION (RELIEF) TO THE SUBDIVISION REGULATIONS? YES ☐ NO ☒
If YES, list the specific section in the Subdivision Regulations and attach a detailed explanation of the relief you are seeking:
NONE IDENTIFIED

PERMANENT PARCEL NO. **06-36-202-005, 06-36-202-006**

NAME OF APPLICANT (and Email Address) **PLEASE SEE ATTACHED DISCLOSURES** PHONE **(630) 235-9716**

ADDRESS **405 CANTERBERRY LANE** CITY **OAK BROOK** STATE **IL** ZIP **60523**

RELATIONSHIP of APPLICANT TO PROPERTY **AUTHORIZED CONTRACT PURCHASER & OWNER**

OWNER OF RECORD **PLEASE SEE ATTACHED DISCLOSURES**

PHONE

ADDRESS CITY STATE ZIP

BENEFICIARY (IES) OF TRUST **PLEASE SEE ATTACHED DISCLOSURES**

PHONE

ADDRESS CITY STATE ZIP

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

Signature of Owner **MOHAMMAD S. SHAFI**

Date **05/24/24**

Signature of Applicant **MOHAMMAD S. SHAFI**

Date **05/24/24**

OWNERS AFFIDAVIT FOR SUBDIVISIONS OF NOT MORE THAN FIVE (5) LOTS

This plat contains the entire contiguous undeveloped land area in which I have any interest.

SEE AFFIDAVIT

Signature of Owner

Date

IDENTIFY STRUCTURES AND OTHER IMPROVEMENTS ON THE PROPERTY (Use additional paper if needed)

-sizing BY LAND USE CATEGORY	RESIDENTIAL	COMMERCIAL	OPEN SPACE	OTHER R.O.W.	TOTAL
NUMBER of LOTS	2	0			1
NUMBER of ACRES	1.731	0		0.096	1.827
NUMBER of SQUARE FEET	75,411	0		4,158	75,411

79,569

Names of Surrounding Property Owners

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

NAME OF PROPERTY OWNER	MAILING ADDRESS OF PROPERTY OWNER	PROPERTY ADDRESS	PERMANENT INDEX NUMBER
PLEASE SEE ATTACHED			
LABELS PROVIDED			

NOTICE TO APPLICANT

REFER TO OAK BROOK CODE: TITLE 14 - SUBDIVISION REGULATIONS

DO NOT SUBMIT ANY proposed plat of subdivision until you are directed to do so. ALL Subdivision application forms, Subdivision plats and engineering plans (if required), and other documents are to be emailed to Cathy at: cchiarelli@oak-brook.org for a preliminary review along with the contact person information who will be making any plat revisions.

After comments and revisions have been completed by the Village Engineer at least 10 days before the Plan Commission meeting, you will be directed to submit, the following: The original Applications must be completed, signed and **accompanied with the following:** Proper fee (payable to the Village of Oak Brook), Two (2) folded copies of the proposed subdivision (**pursuant to the Plat Act maximum sheet size permitted is 30" x 36"**), 2 copies of Plat of Survey with Legal Description, Common Address and P.I.N. noted. Include a PDF of all plats and plans of each, which is to be emailed to cchiarelli@oak-brook.org) Completed Subject Property Verification, Surrounding Property Owners form. If the applicant is NOT the property owner, a Letter of Standing is required with the written consent / authorization from the property owner. **See Submittal Guideline for a complete list of requirements.**

Fees and documents must be received prior to the 2nd to the last Friday of the second preceding month for Planning & Zoning Commission review on the first Wednesday of the each month. An incomplete submittal will NOT be accepted and may be returned to the applicant. Please check all items applicable::

PRELIMINARY PLAT	<u>\$750</u>	\$50.00 per lot or \$750.00 minimum**
FINAL PLAT (G-289, 3/24/81)	_____	\$750.00 – NO IMPROVEMENTS**(Plus Plan Review & Inspection Fees, if required)
FINAL PLAT – with Improvements	_____	\$750.00 plus plan review fees – See Section 1-14-1-E.3 for amount (G-706 11/2002)
AMENDMENT or VARIATION	_____	\$750.00*
ASSESSMENT PLAT (12/11/79)	_____	No Charge
Public Hearing Signs	<u>\$100</u>	\$50.00 per sign – 1 sign required for each Street Frontage/Per Parcel

*Fees do not include publication costs, which are paid for separately
 ** \$125 fee for each time extension Fees - Title 1 Chapter 14 of this code.

All meetings are held in the Samuel E. Dean Board Room of the Butler Government Center, 1200 Oak Brook Road

DO NOT WRITE IN THIS SPACE BELOW FOR VILLAGE USE ONLY

Date Filed 6/21/24 Fee Paid \$ 850.00 Receipt No. _____ Received By CC

HEARING DATES: Board of Trustees (Referral) 7/16/24 P&Z Commission 7/17/24 Board of Trustees 8/13/24

SIGNED - VILLAGE CLERK Natasha Scarpone Date 7/2/24

James A Christman and Jane B Christman 409 Canterbury Lane Oak Brook, IL 60523	Kardo Rasha and Niran Rasha 3209 York Road Oak Brook, IL 60523-2312	Hala Madrid LLC 313 Canterbury Lane Oak Brook, IL 60523
CWK, LLC 3305 York Road Oak Brook, IL 60523	Elie J Haig and Polla Haig 318 Canterbury Lane Oak Brook, IL 60523	Hala Madrid LLC c/o Michael S. Jacobs 500 Skokie Blvd Ste 325 Northbrook, IL 60062-2887
CWK, LLC Attn: Cynthia Garcia 120 N LaSalle Street #2600 Chicago, IL 60602	Old, LLC 301 W Grand Ave., No. 400 Chicago, IL 60654	Samina Khan and Amjad Khan 3411 S York Road Oak Brook, IL 60523
Berkshire J. Bohne, Trustee Berkshire J. Bohne Trust dtd 8/19/08 3305 York Road Oak Brook, IL 60523	Old, LLC c/o Lattas Law Office 3660 W. Irving Park Road, FL 2 Chicago, IL 60618-4132	Rich Labriola 4841 Lawn Western Springs, IL 60558
Christ Church of Oak Brook Attn: Deborah Borsum 501 Oak Brook Road Oak Brook, IL 60523-2221	Carol L Stark, Trustee Carol L. Stark Trust dtd 8/24/87 300 Canterbury Lane Oak Brook, IL 60523	Rich Labriola c/o Labriola Bakery Café 3021 Butterfield Road, Ste 106 Oak Brook, IL 60523
Nour E Elqaq & Ehab M Elqaq 424 Canterbury Lane Oak Brook, IL 60523	Niranjan & Pratima Shah P.O. Box 3755 Oak Brook, IL 60522	A A Khalili 3315 York Road Oak Brook, IL 60523
Stephen J. Grud and Nadine Grud 3215 York Road Oak Brook, IL 60523-2312	LaSalle National Trust, N.A. as Trustee under Trust Agreement dtd 5/15/96, known as Trust No. 120254 135 S. LaSalle Street Chicago, IL 60674	Sandra K Khalili, Trustee of Trust A dtd 5/30/94 3315 York Road Oak Brook, IL 60523
Rose Marie Okmark, Trustee Trust Agreement #416 dtd 3/24/05 416 Canterbury Lane Oak Brook, IL 60523-2309	Chicago Title Land Trust Company, Trustee - Trust Agreement dtd 7/25/14, known as Trust No. 8002365480 10 S LaSalle Street Unit 2750 Chicago, IL 60603	Francisco Vega & Hilda C Garcia 3300 York Road Oak Brook, IL 60523-2221
Chicago Title Land Trust Company, Trustee of Trust Agreement dtd 8/1/19, known as Trust No. 8002381415 10 S. LaSalle Street, Ste 2750 Chicago, IL 60603	Eduardo E. Greco & Kelly M. Greco, Trustees of the Kelly M. Greco 2009 Living Trust dtd 10/13/09 321 Canterbury Lane Oak Brook, IL 60523	
CTLTC 8002381415 408 Canterbury Lane Oak Brook, IL 60523	Hala Madrid LLC 2111 Pratt Blvd Elk Grove Village, IL 60007	

PROJECT DESCRIPTION
Shafi Plat of Consolidation
401, 405 Canterbury Lane, Oak Brook

Applicant Mohammad S. Shafi is an owner in tenancy by the entirety with his wife, Masooma Shafi, of 405 Canterbury Lane (PIN 06-36-202-005) which is legally described as:

PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE CENTER OF SAID SECTION 36 AND RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 1,324.50 FEET TO THE NORTH LINE OF THE SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$; THENCE EASTERLY ALONG SAID NORTH LINE, 408 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID NORTH LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 126 FEET; THENCE SOUTH PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ 332.25 FEET; THENCE WESTERLY PARALLEL WITH SAID NORTH LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 126 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 332.25 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

The Shafis' single-family residence is situated on 405 Canterbury Lane. They have owned the property since March 2014 and they now wish to construct an addition to the home that will extend from 405 Canterbury onto the lot to the east. Dr. Shafi is also the contract purchaser of 401 Canterbury Lane (PIN 06-36-202-006) which is legally described as:

LOT 1 IN BARTOLOMEI'S SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 09, 1972 AS DOCUMENT R72-68679 IN BOOK 65 PAGE 54 IN DUPAGE COUNTY, ILLINOIS.

The project necessitates a plat of consolidation. The project will comply with all Oak Brook zoning and subdivision regulations. The resulting property will be known as:

LOT 1 IN SHAFI PLAT OF CONSOLIDATION BEING A SUBDIVISION IN PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED ON _____, 2024, AS DOCUMENT NO. R2024-_____, IN THE OFFICE OF THE RECORDER OF DEEDS, IN DUPAGE COUNTY, ILLINOIS.

Dr. Shafi intends to obtain title to 401 Canterbury in June 2024 and initiate construction as soon as possible.

The construction effort will involve demolition of the existing residence at 401 Canterbury, grading and site preparation work, as well as construction of the addition to the residence at 405 Canterbury. Dr. Sahi hopes that the project will be concluded before the end of Fall 2025. This schedule is dependent on subdivision, permit approval and successful inspections as work progresses.

The design team is comprised of:

Jonathan A. Bieritz, AIA
President | Founder
JB Architecture
1320 North Route 59
Suite 124
Naperville, Illinois 60563
(630) 357-8100
Jon@jbarchitecture.com

Jon Green, PE, CFM | President
Engineering Resource Associates, Inc.
3701 West Avenue
Suite 150
Warrenville, Illinois 60555
Office: (630) 393-3060
Mobile: (630) 327-6464
jgreen@eraconsultants.com

Thank you for the advance discussion of the process and for considering this application.

405 CANTERBERRY LANE DISCLOSURE AND AUTHORIZATION

Mohammad S. Shafi and Masooma Shafi, hereby swear and affirm that they are the owners of real property commonly known as 405 CANTERBERRY LANE and assigned Permanent Index No. 06-36-202-005 which is legal described as follows:

PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE CENTER OF SAID SECTION 36 AND RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 1,324.50 FEET TO THE NORTH LINE OF THE SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$; THENCE EASTERLY ALONG SAID NORTH LINE, 408 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID NORTH LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 126 FEET; THENCE SOUTH PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ 332.25 FEET; THENCE WESTERLY PARALLEL WITH SAID NORTH LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 126 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 332.25 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

We represent that we are the sole owners and holders of fee title in and to the real property described above and there are no others. Our address is 405 Canterbury Lane, Oak Brook, Illinois 60523.

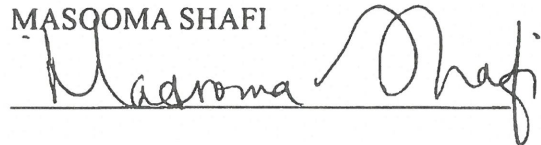
We represent that Mohammad S. Shafi is currently under contract to purchase the commonly known as 401 Canterbury, adjacent to and east of the property identified and legally described above, and that he is duly and fully authorized to make applications for subdivision, consolidation, land development and other authorizations from the Village of Oak Brook and all parallel governmental agencies. Mohammad S. Shafi is also authorized to sign applications in our names. Finally, we authorize Jon Green and others at Engineering Resource Associates as well as Jonathan Bieritz of JB Architecture Group to provide plans, designs, data and application documentation to the Village in support of their various applications and petitions.

IN WITNESS WHEREOF: Mohammad S. Shafi and Masooma Shafi

MOHAMMAD S. SHAFI

A handwritten signature in dark ink, appearing to read 'Mohammad S. Shafi', written over a horizontal line.

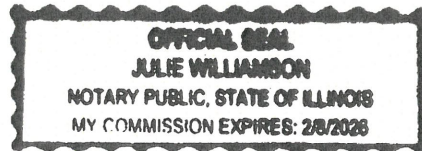
MASOOMA SHAFI

A handwritten signature in dark ink, appearing to read 'Masooma Shafi', written over a horizontal line.

STATE OF ILLINOIS)
)
COUNTY OF Will) ss.

On this 2nd day of May, 2024, before me a Notary Public within and for said County and State, personally appeared Mohammad S. Shafi, to me personally known, who being by me duly sworn did state the foregoing information and authorization is true and correct and that Mohammad S. Shafi and Masooma Shafi are the owners of the real property identified as described above, and that he signed this instrument on his own behalf, and acknowledged the instrument to be his free act and deed.

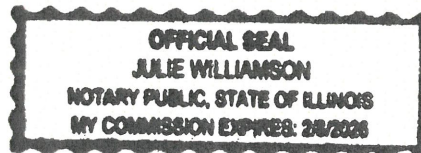
Julie Williamson
Notary Public



STATE OF ILLINOIS)
)
COUNTY OF Will) ss.

On this 2nd day of May, 2024, before me a Notary Public within and for said County and State, personally appeared Masooma Shafi, to me personally known, who being by me duly sworn did state the foregoing information and authorization is true and correct and that Mohammad S. Shafi and Masooma Shafi are the owners of the real property identified as described above, and that she signed this instrument on his own behalf, and acknowledged the instrument to be her free act and deed.

Julie Williamson
Notary Public



401 CANTERBERRY LANE DISCLOSURE AND AUTHORIZATION

Maria Ognibene, as successor trustee to Doris A. Bartolomei, as the now acting trustee and said trustee's successors in trust under the Rudolph J. Bartolomei Declaration of Trust Dated August 16, 1989, hereby swears and affirms that the Trustee, in the foregoing capacity, is the owner of real property commonly known as 401 CANTERBERRY LANE and assigned Permanent Index No. 06-36-202-006 which is legal described as follows:

LOT 1 IN BARTOLOMEI'S SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 09, 1972 AS DOCUMENT R72-68679 IN BOOK 65 PAGE 54 IN DUPAGE COUNTY, ILLINOIS.

As Trustee, I represent that the following are all of the holders of the beneficial interests in the Rudolph J. Bartolomei Declaration of Trust Dated August 16, 1989:

<u>NAME AND ADDRESS</u>	<u>PERC</u>
1. Maria Ognibene, of 435 Traube, Ave, Clarendon Hills, IL 60514_____	100%
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

As Trustee, I represent that Mohammad S. Shafi is currently under contract to purchase the property identified and legally described above and that he is duly and fully authorized to make applications for subdivision, consolidation, land development and other authorizations from the Village of Oak Brook and all parallel governmental agencies. Mohammad S. Shafi is also authorized to sign applications in the name of the Trustee. Finally, I am authorizing Jon Green and others at Engineering Resource Associates as well as Jonathan Bieritz of JB Architecture Group to provide plans, designs, data and application documentation to the Village in support of their various applications and petitions.

This disclosure and authorization is not to be deemed a power of attorney, and the subdivision, consolidation, land development and other authorizations addressed in this authorization and disclosure shall not take effect until such time as Mohammad S. Shafi or his nominee(s) or designee(s) have acquired title to the real property identified and legally described above.

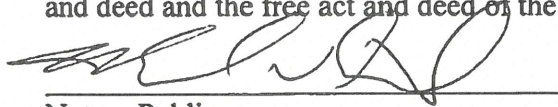
IN WITNESS WHEREOF: Maria Ognibene, as successor trustee to Doris A. Bartolomei, not individually but as the now acting trustee and said trustee's successors in trust under the Rudolph J. Bartolomei Declaration of Trust Dated August 16, 1989.

Maria Ognibene

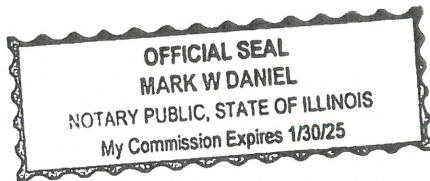
STATE OF ILLINOIS)
)
COUNTY OF LaSalle)

ss.

On this 22nd day of May, 2024, before me a Notary Public within and for said County and State, personally appeared Maria Ognibene, as successor trustee to Doris A. Bartolomei, not individually but as the now acting trustee and said trustee's successors in trust under the Rudolph J. Bartolomei Declaration of Trust Dated August 16, 1989, to me personally known, who being by me duly sworn did state the the the foregoing information and authorization is true and correct and that the Trustee is the owner of the real property identified as described above, and that she signed this instrument on behalf of the Trust, and acknowledged the instrument to be her free act and deed and the free act and deed of the Trust.



Notary Public



STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) ss.

AFFIDAVIT

I, Mohammad S. Shafi, after being duly sworn and placed upon oath, hereby swear and affirm under Section 14-3-1(B) of the Village of Oak Brook Code of Ordinances as follows:

1. This affidavit is submitted as a confirmation that the proposed plat of subdivision comprises the entire contiguous are of land owned by me or over which I have an interest.

2. The land within the proposed plat presently comprises two (2) lots of record and I intend to consolidate these lots into one (1) lot of record.

3. I am the contract purchaser of a lot of record commonly known as 401 CANTERBERRY LANE which is assigned Permanent Index Number 06-36-202-006 and legally described as:

LOT 1 IN BARTOLOMEI'S SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 09, 1972 AS DOCUMENT R72-68679 IN BOOK 65 PAGE 54 IN DUPAGE COUNTY, ILLINOIS.

4. With my wife, Masooma Shafi, I am also the owner of a lot of record commonly known as 405 CANTERBERRY LANE and assigned Permanent Index No. 06-36-202-005 which is legally described as follows:

PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE CENTER OF SAID SECTION 36 AND RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 1,324.50 FEET TO THE NORTH LINE OF THE SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$; THENCE EASTERLY ALONG SAID NORTH LINE, 408 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID NORTH LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 126 FEET; THENCE SOUTH PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ 332.25 FEET; THENCE WESTERLY PARALLEL WITH SAID NORTH LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 126 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 332.25 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

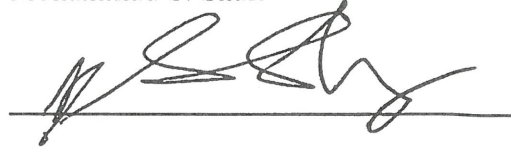
5. The lot of record described in Paragraph 3 contains a single-family residential structure.

6. The lot of record described in Paragraph 4 contains a single-family residential structure.

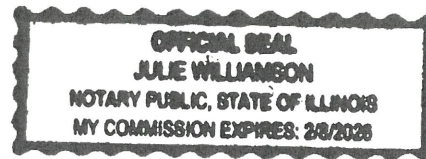
7. Upon consolidation of the lots of record described in Paragraphs 3-4, I intend to construct an addition to the existing residence on the land consolidated tract.

FURTHER AFFIANT SAYETH NOT.

Mohammad S. Shafi

A handwritten signature in black ink, appearing to read 'Mohammad S. Shafi', written over a horizontal line.

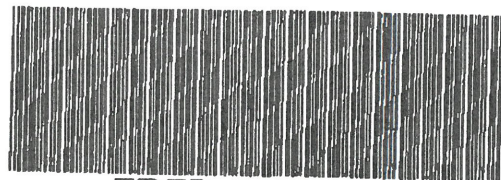
Subscribed & Sworn to Before Me
on this 22nd day of May, 2024.

A handwritten signature in black ink, appearing to read 'Julie Williamson', written over a horizontal line.
Notary Public

(Warrenville, IL 60555)
27775 Drieh Rd
First American Title

Order # 2519810
2012

WARRANTY DEED



FRED BUCHOLZ

DUPAGE COUNTY RECORDER

APR. 10, 2014 RHSP 12:57 PM
DEED 06-36-202-005
003 PAGES R2014-029400

The Grantor, HJH Homes, Inc., an Illinois Corporation, with principal place of business located in Oak Brook, County of DuPage, Illinois, for and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, conveys and warrants to Mohammad Sameer Shafi and Masooma Shafi, husband and wife, as tenants by the entirety, the following described real estate situated in the County of DuPage, in Illinois:

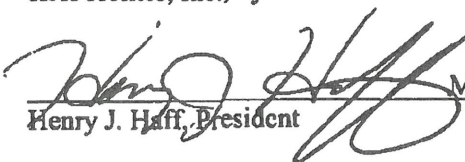
PART OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE CENTER OF SAID SECTION 36 AND RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST ¼ OF THE NORTHEAST ¼, 1,324.50 FEET TO THE NORTH LINE OF THE SAID SOUTHWEST ¼ OF THE NORTHEAST ¼; THENCE EASTERLY ALONG SAID NORTH LINE, 408 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID NORTH LINE OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼, 126 FEET; THENCE SOUTH PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ 332.25 FEET; THENCE WESTERLY PARALLEL WITH SAID NORTH LINE OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼, 126 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼, 332.25 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS

Subject to general real estate taxes not yet due and payable; building, building line and use or occupancy restrictions, conditions and covenants of record; zoning laws and ordinances; easements for public utilities; to have and to hold the premises forever. This is not homestead property.

Permanent Index Number: 06-36-202-005

Address of Real Estate: 405 Canterbury Ln. Oak Brook, IL 60523

HJH Homes, Inc., by:


Henry J. Haff, President March 24 2014

\$1237.50

BAG

STATE & COUNTY TAX

STATE OF ILLINOIS



APR. 10. 14

DUPAGE COUNTY

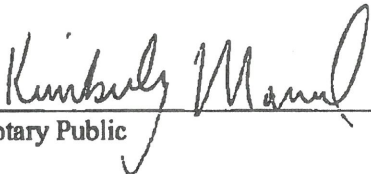
000000137

REAL ESTATE TRANSFER TAX
01237.50
FP326681

State of Illinois)
)SS
County of DuPage)

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Henry J. Haff, personally known to me to be the President of HJH Homes, Inc., and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal,
this 26th day of March, 2014

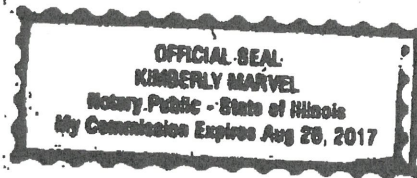


Notary Public

This instrument was prepared by Steve Cole, 1N680 Western Ave., Glen Ellyn, IL 60137-3421

Mail Tax bills to:

Grantees add:
Mail recorded document to:
Mohammad S. Shafi
40 Ford Lane
Naperville, IL 60565



AFFIDAVIT — METES AND BOUNDS

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS.

AFFIDAVIT — METES AND BOUNDS

Tiana Ellis, being duly sworn on oath,
states that he/she resides at 2775 Diehl Rd, Waukegan, IL 60055
That the attached deed is not in violation of Section 205/1 of Chapter 765 of the Illinois Compiled Statutes for one of the following reasons:

1. The division or subdivision of land is into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access.
2. The division is of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access.
3. The sale or exchange of parcels of land is between owners of adjoining and contiguous land.
4. The conveyance is of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
5. The conveyance is of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
6. The conveyance is of land for highway or other public purposes or grants of conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
7. The conveyance is made to correct descriptions in prior conveyances.
8. The sale or exchange is of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access.
9. The sale is of a single lot of less than five acres from a larger tract, the dimensions and configurations of said larger tract having been determined by the dimensions and configuration of said larger tract on October 1, 1973, and no sale, prior to this sale, or any lot or lots from said larger tract having taken place since October 1, 1973 and a survey of said single lot having been made by a registered land surveyor.
10. The conveyance is of land described in the same manner as title was taken by grantor(s).

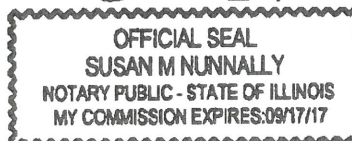
THE APPLICABLE STATEMENT OR STATEMENTS ABOVE ARE CIRCLED.

AFFIANT further states that he/she makes this affidavit for the purpose of inducing the Recorder of DuPage County, State of Illinois, to accept the attached deed for recording.

SUBSCRIBED AND SWORN TO before me

this 9th day of April, 2014

Susan M Nunnally
Notary Public



FRED BUCHOLZ, DU PAGE COUNTY RECORDER
421 N. COUNTY FARM ROAD, BOX 936, WHEATON, ILLINOIS 60189

(Rev. 02/05)

CERTIFICATION

Surrounding Property Owners

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

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

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

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

DORIS A. BARTOLOMEI, as Trustee of the
RUDOLPH J. BARTOLOMEI TRUST
dated August 16, 1989

MOHAMMAD S. SHAFI

Printed Name of Property Owner of 401		Printed Name of Applicant and owner of 405	
			
Signature of Owner	Date 05/24/24	Signature of Applicant	Date 05/24/24

BILL TO INFORMATION:

MOHAMMAD S. SHAFI

MOHAMMAD S. SHAFI (630) 235-9716

Print Name/Company

Print Contact Person Name

Contact Phone

405 CANTERBERRY LANE, OAK BROOK, IL 60523

Address To be Billed
JONATHAN BIERITZ (630) 357-8100

Alternate Phone

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

SUBJECT PROPERTY VERIFICATION

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

- 06-36-202-005
1 Permanent Index Number (P.I.N. from Real Estate Tax Bill): 06-36-202-006
- 405 CANTERBERRY LANE, OAK BROOK, IL 60523
2. Common Address: 401 CANTERBERRY LANE, OAK BROOK, IL 60523
3. Provide the Legal Description for each lot as noted on the Plat of Survey as an attachment.
4. Provide the proposed Legal Description for each lot as an attachment.
5. Email the Current and Proposed Legal Description in a Word document to cchiarelli@oak-brook.org

PLEASE SEE ATTACHED LEGAL DESCRIPTIONS
FOR EACH ORIGINAL PARCEL AND FOR THE
RESULTING PARCEL.

The Permanent Index Number, Common Address and Legal information provided has been verified as follows:

06-36-202-005 405 CANTERBERRY LANE, OAK BROOK, IL
06-36-202-006 401 CANTERBERRY LANE, OAK BROOK, IL

DuPage County Records/Research Room At: 630-407-5401 Contact Person:

STEPHANIE C.

Only First name of Contact is required.

Date called: 5/24/24 9:00AM

I verify that the information provided above is accurate.

JONATHAN A. BIERITZ

Printed Name (630) 357-8100

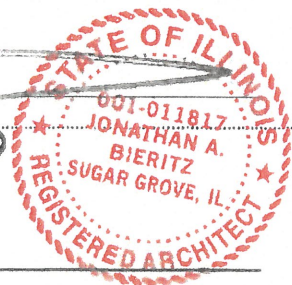
Date

5/24/24

Signature

Relationship to Applicant:

ARCHITECT



LEGAL DESCRIPTIONS

401 CANTERBERRY LANE
06-36-202-006

LOT 1 IN BARTOLOMEI'S SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 09, 1972 AS DOCUMENT R72-68679 IN BOOK 65 PAGE 54 IN DUPAGE COUNTY, ILLINOIS.

405 CANTERBERRY LANE
06-36-202-005

PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE CENTER OF SAID SECTION 36 AND RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 1,324.50 FEET TO THE NORTH LINE OF THE SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$; THENCE EASTERLY ALONG SAID NORTH LINE, 408 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID NORTH LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 126 FEET; THENCE SOUTH PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ 332.25 FEET; THENCE WESTERLY PARALLEL WITH SAID NORTH LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 126 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, 332.25 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

RESULTING PROPERTY
ADDRESS UNASSIGNED
PERMANENT INDEX NUMBER UNASSIGNED

LOT 1 IN SHAFI PLAT OF CONSOLIDATION BEING A SUBDIVISION IN PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED ON _____, 2024, AS DOCUMENT NO. R-2024-_____, IN THE OFFICE OF THE RECORDER OF DEEDS, IN DUPAGE COUNTY, ILLINOIS.

Natural Resources Inventory (NRI) Application

Kane-DuPage
Soil & Water
Conservation
District

Petitioner: MOHAMMAD S. SHAFI
Contact Person: JONATHAN BIERITZ
Address: 1320 N ROUTE 59 SUITE 124
City, State, Zip: NAPERVILLE, IL 60563
Phone Number: (630) 357-8100
Email: JON@JBARCHITECTURE.COM

Owner: MOHAMMAD SHAFI & BARTOLOMEI TRUST
Address: 405 CANTERBERRY LANE
City, State, Zip: OAK BROOK, IL 60523
Phone Number: (630) 235-9176
Email: MSHAFI@KIDNEYCARES.COM

Please select: How would you like to receive a copy of the NRI Report? Email ☒ Mail ☐

Site Location

Address: 401, 405 CANTERBERRY LANE
City, State, Zip: OAK BROOK, IL 60523
Township(s) 39 **N Range(s)** 11 **E Section(s)** 36
Parcel Index Number(s): 06-36-202-006 06-36-202-005

Type of Request

- ☐ Change in Zoning from _____ to _____
☒ Subdivision or Planned Unit Development (PUD)
☐ Variance (Please describe fully on a separate sheet)
☐ Special Use Permit (Please describe on separate sheet)

Site Information

Municipality/Permitting Unit of Government: OAK BROOK **Acres of Disturbance:** +/- .5 AC
Project or Subdivision Name: SHAFI PLAT OF CONSOLIDATION **Total Acres:** 1.827 ACRES
Current Use of Site: RESIDENTIAL **Proposed Use:** RESIDENTIAL
Surrounding Land Use: RESIDENTIAL **Hearing Date:** TBD

Proposed Improvements (Check all that apply)

- ☒ Dwellings with Basements ☐ Parking Lots ☐ Commercial Buildings ☐ Common Open Space
☐ Dwellings without Basements ☐ Roads and Streets ☒ Utility Structures ☐ Other _____

Stormwater Treatment

- ☒ Drainage Ditches or Swales ☐ Dry Detention Basins ☒ No Detention Facilities Proposed
☐ Storm Sewers ☐ Wet Detention Basins ☐ Other _____

Water Supply

- ☐ Individual Wells
☒ Community Water

Wastewater Treatment

- ☐ Septic System ☐ Other _____
☒ Sewers

Required: Include One Copy of Each of the Following (Processing will not begin until all items are received)

- ☒ Application (completed and signed)
☒ Fee (according to fee schedule on back)
☒ Make Checks payable to Kane-DuPage Soil and Water Conservation District
☒ Plat of Survey showing legal description, legal measurements
☒ Site Plan/Drawings showing lots, storm water detention areas, open areas, streets etc.
☒ Project Narrative with additional details on the proposed use, including total area of ground disturbance
☒ Location Map (if not on maps above) include distances from major roadways or tax parcel numbers

If Available- Not Required:

Any applicable surveys including wetland delineation, detailed soil survey, topographic survey etc.

I (we) understand the filing of this application allows the authorized representative of the Kane-DuPage Soil and Water Conservation District to visit and conduct an evaluation of the site.

Petitioner or Authorized Agent _____

Date 5/24/24

FOR OFFICE USE ONLY

NRI # _____ Natural Resource Review Letter _____ Date Initially rec'd _____ Date all rec'd _____
Date Due _____ Fee Due \$ _____ Refund Due _____ Check # _____

The report will be issued on a nondiscriminatory basis without regard to race, color, religion, sex, age, marital status, handicap, or national origin.

Version February 12, 2024

Please Deposit Check in: Zoning Account 10-4302

For:

401 & 405 Canterbury Lane

- Total \$ 850.00

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

MISCELLANEOUS PAYMENT RECPT#: 743828
DATE: 06/28/24 TIME: 13:11:46
CLERK: jwozniak DEPT:
CUSTOMER#:

COMMENT: 401 & 405 CANTERBERR

REVENUE:
1 10 43020 850.00
ZONING/SUBDIV APPLICATION
ZONING/SUBDIVISION
CASH:
99 1105 850.00
CASH -PLD

AMOUNT PAID: 850.00

PAID BY: MOHAMMAD AND MASOOMA
PAYMENT METH: CHECK
1784

REFERENCE:

AMT TENDERED: 850.00
AMT APPLIED: 850.00
CHANGE: .00

SHAFI FINAL PLAT OF CONSOLIDATION

LOT 1 IN BARTOLOMEI'S SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 09, 1972 AS DOCUMENT R72-68679 IN BOOK 65 PAGE 54 IN DUPAGE COUNTY, ILLINOIS

AND

PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE CENTER OF SAID SECTION 36 AND RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 1,324.50 FEET TO THE NORTH LINE OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, THENCE EASTERLY ALONG SAID NORTH LINE, 408 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 126 FEET; THENCE SOUTH PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 332.25 FEET; THENCE WESTERLY PARALLEL WITH SAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 126 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 332.25 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

THE UNDERSIGNED HEREBY DEDICATES FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THOROUGHFARES, STREET, ALLEYS AND PUBLIC SERVICES.

DATED THIS ____ DAY OF _____ A.D. 20____

OWNER — MOHAMMAD S SHAFI

ADDRESS

ADDRESS

NOTARY CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE

STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE AFORESAID INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS THIS ____ DAY OF _____ A.D. 20____

NOTARY PUBLIC

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

THIS IS TO CERTIFY THAT MOHAMMAD S SHAFI, AS OWNER OF THE PROPERTY DESCRIBED AS THE CONSOLIDATION AND LEGALLY DESCRIBED ON THIS PLAT OF THE SAME NAME, HAS DETERMINED, TO THE BEST OF MY KNOWLEDGE, THE SCHOOL DISTRICTS IN WHICH EACH OF THESE LOTS LIES ARE: HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT #86, AND BUTLER ELEMENTARY SCHOOL DISTRICT #53, IN DUPAGE COUNTY, ILLINOIS.

DATED THIS ____ DAY OF _____ A.D. 20____

OWNER — MOHAMMAD S SHAFI

VILLAGE CLERK'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

I, _____, VILLAGE CLERK OF THE VILLAGE OF OAK BROOK, ILLINOIS, HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND BY RESOLUTION DULY APPROVED BY THE VILLAGE BOARD OF SAID VILLAGE AT ITS MEETING HELD ON _____

_____, 20____, AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS BEEN POSTED FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THE REGULATIONS OF SAID VILLAGE.

IN WITNESS WHEREOF I HAVE HERETO SET MY HAND AND THE SEAL OF THE VILLAGE OF OAK BROOK, ILLINOIS.

DATED THIS ____ DAY OF _____ A.D. 20____

VILLAGE CLERK

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

I, _____, VILLAGE TREASURER OF THE VILLAGE OF OAK BROOK, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT. DATED AT OAK BROOK, DUPAGE COUNTY, ILLINOIS.

DATED THIS ____ DAY OF _____ A.D. 20____

VILLAGE TREASURER

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

I, _____, VILLAGE ENGINEER OF THE VILLAGE OF OAK BROOK, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE ANNEXED PLAT AND THE PLANS AND SPECIFICATIONS THEREFOR MEET THE MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

DATED AT OAK BROOK, DUPAGE COUNTY, ILLINOIS, THIS ____ DAY OF _____ A.D. 20____

VILLAGE ENGINEER

SANITARY DISTRICT CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

I, _____, EXECUTIVE DIRECTORY OF THE FLAGG CREEK WATER RECLAMATION DISTRICT, HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN CONFIRMED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

DATED THIS ____ DAY OF _____ A.D. 20____

EXECUTIVE DIRECTOR

PLANNING & ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

APPROVED BY THE PLANNING & ZONING COMMISSION OF THE VILLAGE OF OAK BROOK, DUPAGE COUNTY, ILLINOIS.

DATED AT OAK BROOK, DUPAGE COUNTY, ILLINOIS, THIS ____ DAY OF _____ A.D. 20____

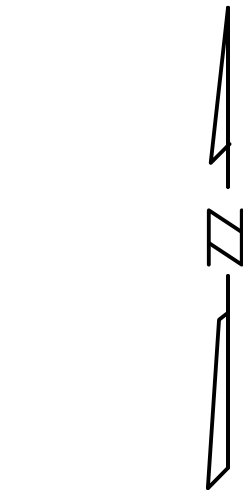
CHAIRMAN

PREPARED FOR:
MOHAMMAD S SHAFI
405 CANTERBERRY LANE
OAK BROOK, IL 60523

CURRENT P.I.N.
06-36-202-005
COMMON ADDRESS:
405 CANTERBERRY LANE
OAK BROOK, IL 60523

06-36-202-006 (LOT 1)
COMMON ADDRESS:
401 CANTERBERRY LANE
OAK BROOK, IL 60523

AFTER RECORDING THIS DOCUMENT
SHOULD BE RETURNED BY MAIL TO:
VILLAGE OF OAK BROOK
1200 OAK BROOK ROAD
OAK BROOK, IL 60523



AREA SUMMARY

LOT 1: 75,411 SQUARE FEET (1.731 AC±)
ROADWAY DEDICATION: 4,158 SQUARE FEET (0.096 AC±)
TOTAL: 79,569 SQUARE FEET (1.827 AC±)

LEGEND

———— = EX. PROPERTY LINE
- - - - - = EX. LOT LINE
- - - - - = EX. EASEMENT LINE

ABBREVIATIONS

E EAST
N NORTH
S SOUTH
W WEST
(XXX.XX) RECORD INFORMATION
XXX.XX MEASURED INFORMATION

RECORDER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN

THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS ON THE ____ DAY OF

_____, A.D., 20____ AT _____ O'CLOCK ____M.

RECORDER OF DEEDS

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

I, _____, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT TAXES, NO UNPAID CURRENT GENERAL TAXES AND NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, THIS

_____, DAY OF _____ A.D., 20____

COUNTY CLERK

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

THIS IS TO CERTIFY THAT I, TIMOTHY B. MARTINEK, REGISTERED ILLINOIS LAND SURVEYOR NO. 035-003782, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LOT 1 IN BARTOLOMEI'S SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 09, 1972 AS DOCUMENT R72-68679 IN BOOK 65 PAGE 54 IN DUPAGE COUNTY, ILLINOIS

AND

PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE CENTER OF SAID SECTION 36 AND RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 1,324.50 FEET TO THE NORTH LINE OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, THENCE EASTERLY ALONG SAID NORTH LINE, 408 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 126 FEET; THENCE SOUTH PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 332.25 FEET; THENCE WESTERLY PARALLEL WITH SAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 126 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 332.25 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

AS SHOWN BY THE ANNEXED PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK BROOK RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN PREPARATION OF THIS PLAT. I FURTHER CERTIFY THAT THE LAND IS WITHIN THE VILLAGE OF OAK BROOK WHICH HAS ADOPTED A VILLAGE COMPREHENSIVE PLAN AND MAP AND IS EXERCISING THE POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED. I FURTHER CERTIFY THAT A NONE OF THE LANDS SHOWN ON THIS PLAT ARE LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

I HEREBY GRANT PERMISSION TO THE VILLAGE OF OAK BROOK CLERK OR AN EMPLOYEE OF THE VILLAGE CLERK'S OFFICE TO RECORD THIS PLAT. THE REPRESENTATIVE SHALL PROVIDE THE SURVEYOR WITH A RECORDED COPY OF THIS PLAT.

GIVEN UNDER MY HAND AND SEAL AT WARRENVILLE, ILLINOIS,

THIS ____ DAY OF _____ 20____

FOR REVIEW

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782
LICENSE EXPIRES NOVEMBER 30, 2024

DESIGN FIRM PROFESSIONAL LICENSE NO. 184.001186
LICENSE EXPIRES APRIL 30, 2025

DATE OF FIELD SURVEY: MAY 1, 2024

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



REVISIONS:						DRAWN BY: SDS
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	
06-18-24	SDS	VILLAGE COMMENTS				
						CHECKED BY: TBM
						APPROVED BY: TBM



35701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60055
PHONE (630) 393-3060
FAX (630) 393-2152

10 S. RIVERSIDE PLAZA, SUITE 875
CHICAGO, ILLINOIS 60606
PHONE (312) 474-7841
FAX (312) 474-6099

2416 GALEN DRIVE
CHAMPAIGN, ILLINOIS 61821
PHONE (217) 351-6268
FAX (217) 355-1902

PREPARED FOR:

SHAFI

TITLE:

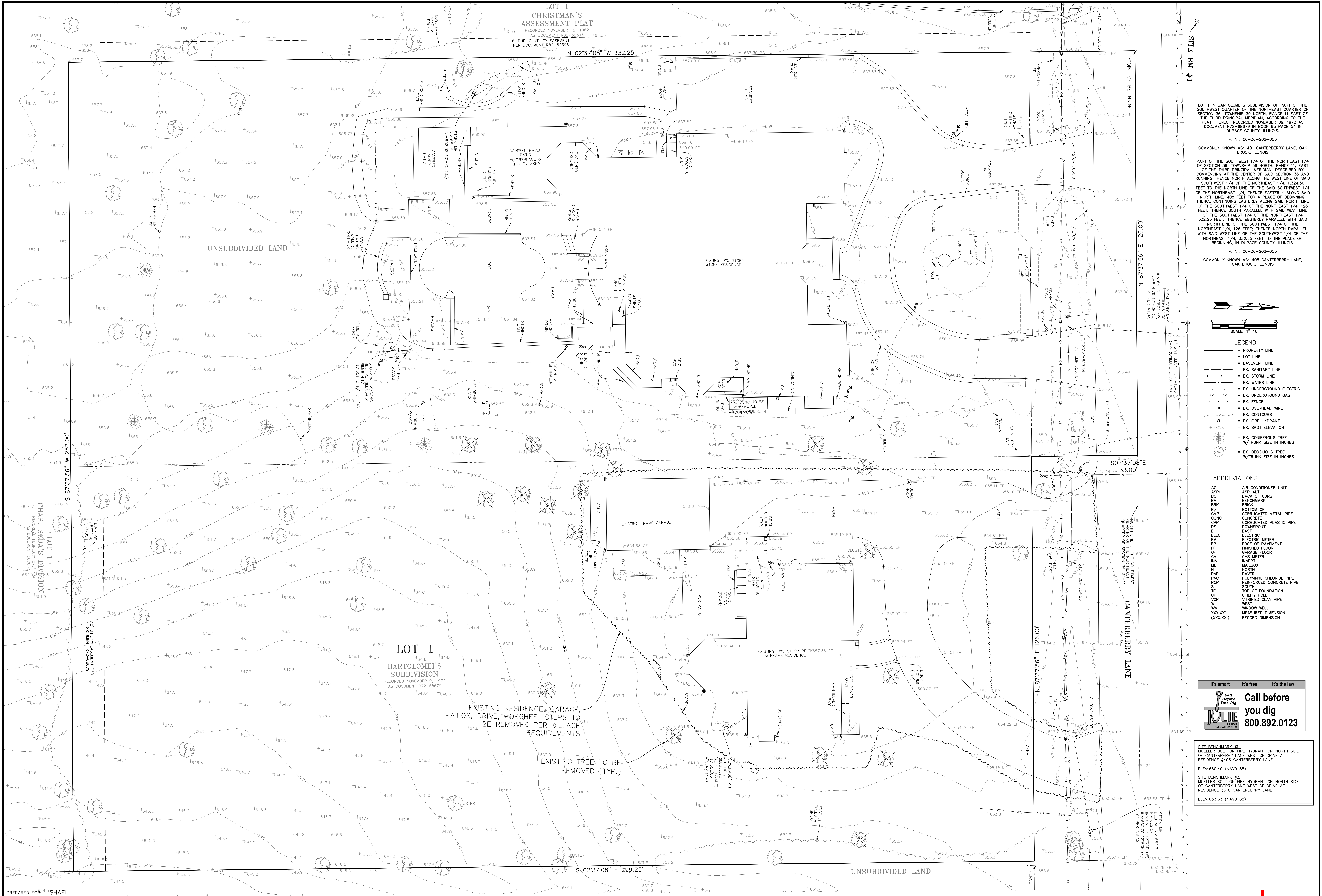
FINAL PLAT OF CONSOLIDATION
401 & 405 CANTERBERRY LANE
OAK BROOK, ILLINOIS

SCALE: 1"=30'

DATE: 05-02-2024

JOB NO: W24107.00

SHEET 1 OF 1



ENGINEERING
RESOURCE ASSOCIATES

35701 WEST AVENUE, SUITE 150
CHICAGO, ILLINOIS 60655
PHONE (630) 393-3060
FAX (630) 393-2152

10 S. RIVERSIDE PLAZA, SUITE 875
CHICAGO, ILLINOIS 60606
PHONE (312) 474-7841
FAX (312) 474-6099

2416 GALEN DRIVE
CHICAGO, ILLINOIS 60621
PHONE (217) 351-6268
FAX (217) 355-1902

DRAWN BY: SDS

CHECKED BY: TBM

APPROVED BY: JPC

EXISTING CONDITIONS & DEMOLITION PLAN

LOT 1 IN BARTOLOMEI'S SUBDIVISION OF PART OF THE
SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF
SECTION 36, TOWNSHIP 39 NORTH, RANGE 11 EAST, OF
THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE
PLAT THEREOF RECORDED NOVEMBER 09, 1972 AS
DOCUMENT R72-68679 IN BOOK 65 PAGE 54 IN
DUPAGE COUNTY, ILLINOIS.

P.L.N.: 06-36-202-006

COMMONLY KNOWN AS: 401 CANTERBERRY LANE, OAK
BROOK, ILLINOIS

PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4
OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11 EAST, OF
THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY
COMMENCING AT THE CENTER OF SAID SECTION 36 AND
RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID
SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 1,324.50
FEET TO THE NORTH LINE OF THE SAID SOUTHWEST 1/4
OF THE NORTHEAST 1/4, THENCE EASTERLY ALONG SAID
NORTH LINE 408 FEET FOR A PLACE OF BEGINNING;
THENCE CONTINUING EASTERLY ALONG SAID NORTH LINE
OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 126
FEET; THENCE SOUTH PARALLEL WITH SAID WEST LINE
OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4
332.25 FEET; THENCE WESTERLY PARALLEL WITH SAID
NORTH LINE OF THE SOUTHWEST 1/4 OF THE
NORTHEAST 1/4, 126 FEET; THENCE NORTH PARALLEL
WITH SAID WEST LINE OF THE SOUTHWEST 1/4 OF THE
NORTHEAST 1/4, 332.25 FEET TO THE PLACE OF
BEGINNING, IN DUPE COUNTY, ILLINOIS.

P.L.N.: 06-36-202-005

COMMONLY KNOWN AS: 405 CANTERBERRY LANE,
OAK BROOK, ILLINOIS

0 10' 20'

SCALE: 1"=10'

LEGEND

—

PROPERTY LINE

- - -

LOT LINE

- - -

EASEMENT LINE

- - -

EX. SANITARY LINE

- - -

EX. STORM LINE

- - -

EX. WATER LINE

- - -

EX. UNDERGROUND ELECTRIC

- - -

EX. UNDERGROUND GAS

- - -

EX. FENCE

- - -

EX. OVERHEAD WIRE

- - -

EX. CONTOURS

- - -

EX. FIRE HYDRANT

- - -

EX. SPOT ELEVATION

- - -

EX. CONIFEROUS TREE
W/TRUNK SIZE IN INCHES

- - -

EX. DECIDUOUS TREE
W/TRUNK SIZE IN INCHES

ABBREVIATIONS

AC

AIR CONDITIONER UNIT

ASPH

ASPHALT

BM

BACK OF CURB

BM

BENCHMARK

BRK

BOTTOM OF

CMF

CORRUGATED METAL PIPE

CONC

CONCRETE

CIP

CORRUGATED PLASTIC PIPE

DS

DOWNSPOUT

ELEC

ELECTRIC

EM

ELECTRIC METER

EP

EDGE OF PAVEMENT

FF

FINISHED FLOOR

GF

GARAGE FLOOR

GM

GAS METER

INV

INVERT

MB

MAILBOX

N

NORTH

PVR

PAVER

PVC

POLYVINYL CHLORIDE PIPE

RCP

REINFORCED CONCRETE PIPE

S

SOUTH

TF

TOP OF FOUNDATION

UP

UTILITY POLE

VP

VERTIFIED CLAY PIPE

W

WEST

WW

WINDOW WELL

XXX'XX'

MEASURED DIMENSION

(XXX'XX')

RECORD DIMENSION

It's smart

It's free

It's the law

Call before
you dig
800.892.0123

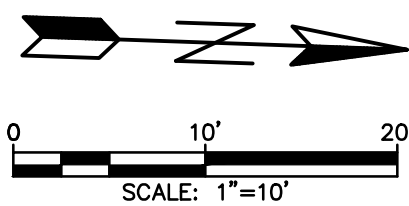
SITE BENCHMARK #1:
MULLER BOLT ON FIRE HYDRANT ON NORTH SIDE
OF CANTERBERRY LANE WEST OF DRIVE AT
RESIDENCE #408 CANTERBERRY LANE.
ELEV:660.40 (NAVD 88)

SITE BENCHMARK #2:
MULLER BOLT ON FIRE HYDRANT ON NORTH SIDE
OF CANTERBERRY LANE WEST OF DRIVE AT
RESIDENCE #318 CANTERBERRY LANE.
ELEV:653.63 (NAVD 88)

ALTA/NSPS LAND TITLE SURVEY

LEGEND

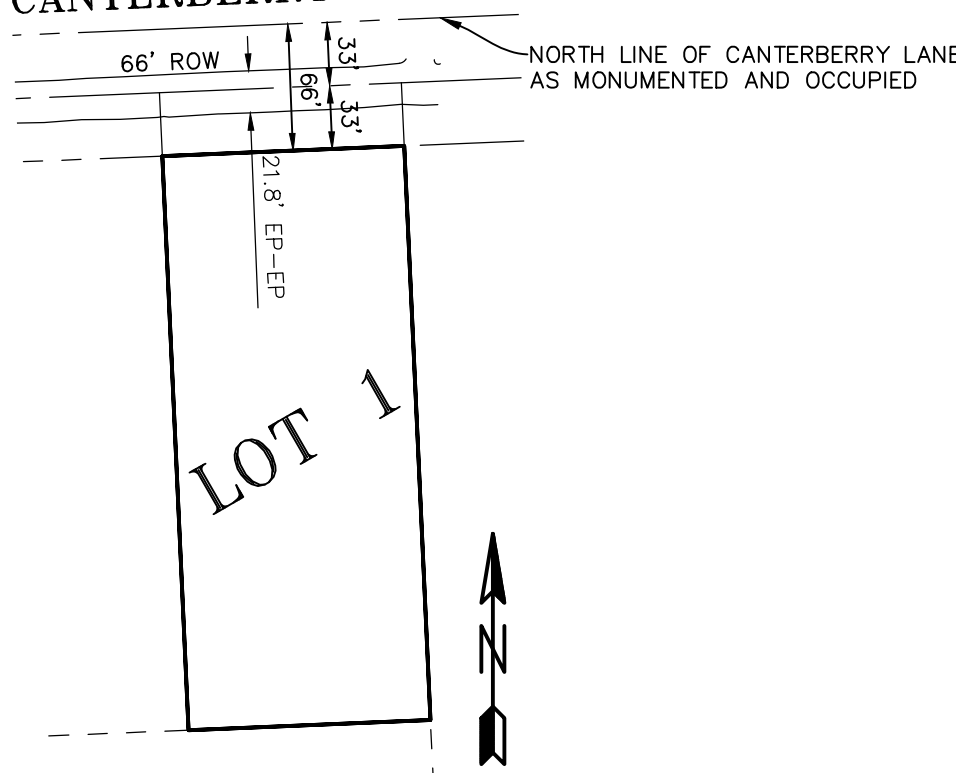
- = PROPERTY LINE
- - - = LOT LINE
- - - = EASEMENT LINE
- X - X - = EX. FENCE
- OH - = EX. OVERHEAD WIRE (APPROXIMATE LOCATION)



ABBREVIATIONS

- | | |
|-----------|-------------------------|
| AGG | AGGREGATE |
| ASPH | ASPHALT |
| BBALL | BASKETBALL |
| CMP | CORRUGATED METAL PIPE |
| CONC | CONCRETE |
| CPP | CORRUGATED PLASTIC PIPE |
| DS | DOWNSPOUT |
| E | EAST |
| EM | ELECTRIC METER |
| EP | EDGE OF PAVEMENT |
| GM | GAS METER |
| MH | MANHOLE |
| MB | MAILBOX |
| N | NORTH |
| PVR | PAYER |
| R/W | RIGHT OF WAY |
| S | SOUTH |
| UP | UTILITY POLE |
| W | WEST |
| XXX.XX' | MEASURED DIMENSION |
| (XXX.XX') | RECORD DIMENSION |

CANTERBERRY LANE



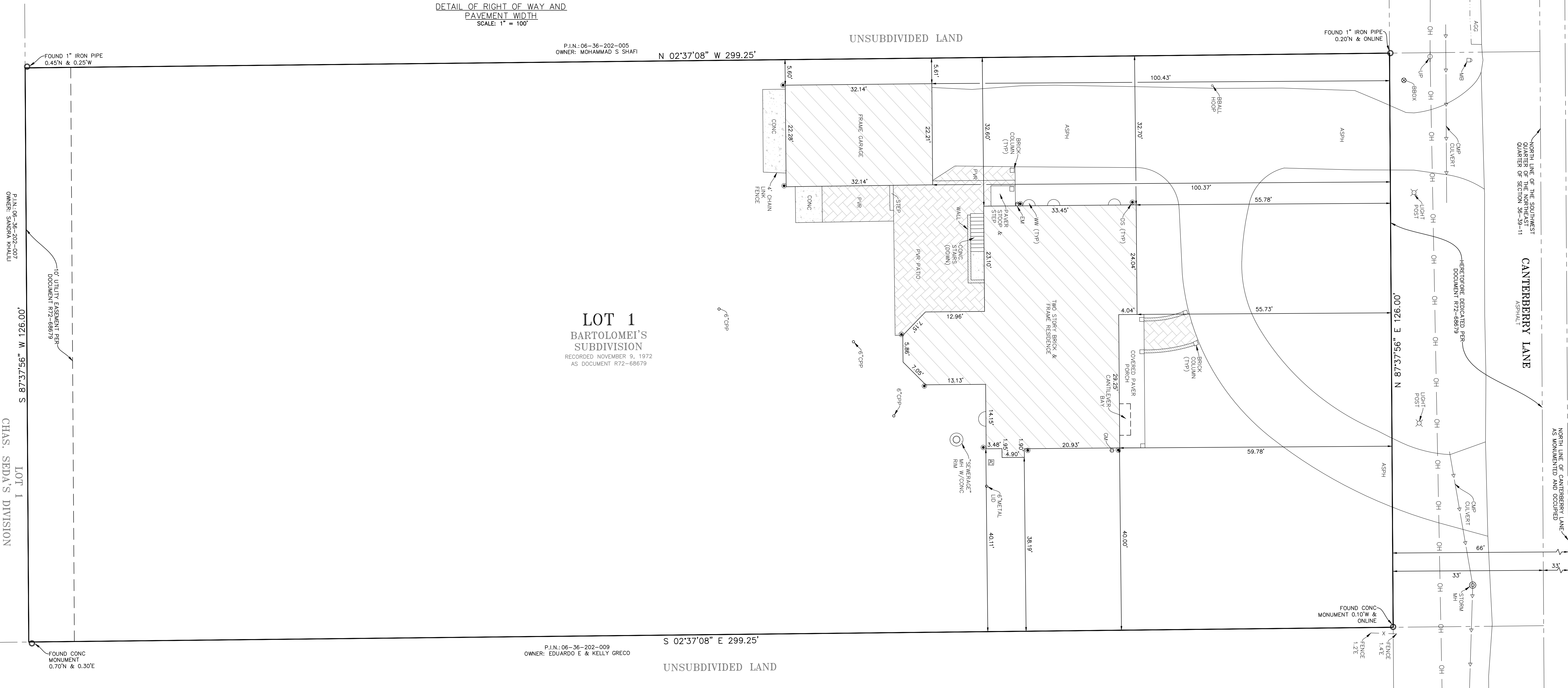
DETAIL OF RIGHT OF WAY AND PAVEMENT WIDTH

SCALE: 1" = 100'

P.I.N.: 06-36-202-005
OWNER: MOHAMMAD S SHAFI

N 02°37'08" W 299.25'

UNSUBDIVIDED LAND



SURVEYOR'S NOTES

- DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON. DISTANCES AND/OR BEARINGS SHOWN IN PARENTHESIS (XXX.XX') ARE RECORD OR DEED VALUES, NOT FIELD MEASURED.
- COMPARE THIS PLAT, LEGAL DESCRIPTION AND ALL SURVEY MONUMENTS BEFORE BUILDING, AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.
- THE LOCATION OF THE PROPERTY LINES SHOWN ON THE FACE OF THIS PLAT ARE BASED ON THE LEGAL DESCRIPTION CONTAINED IN THE TITLE COMMITMENT AND SHOWN HEREON. THIS INFORMATION HAS BEEN FURNISHED BY THE CLIENT AND COMPARED TO RECORD DEEDS TO CHECK FOR GAPS AND/OR OVERLAPS. HOWEVER, THIS SURVEY MAY NOT REFLECT HISTORICAL MATTERS OF TITLE AND OWNERSHIP THAT HAVE NOT BEEN DISCLOSED BY THE TITLE COMMITMENT.
- UNLESS OTHERWISE NOTED, ONLY THE IMPROVEMENTS WHICH WERE VISIBLE FROM ABOVE GROUND AT TIME OF SURVEY AND THROUGH A NORMAL SEARCH AND WALK THROUGH OF THE SITE ARE SHOWN ON THE FACE OF THIS PLAT. LAWN SPRINKLER SYSTEMS, IF ANY, ARE NOT SHOWN ON THIS SURVEY.
- MANHOLES, INLETS AND OTHER UTILITY RIMS OR GRATES SHOWN HEREON ARE FROM FIELD LOCATION OF SUCH, AND ONLY REPRESENT SUCH UTILITY IMPROVEMENTS WHICH ARE VISIBLE FROM ABOVE GROUND AT TIME OF SURVEY, THROUGH A NORMAL SEARCH AND WALK THROUGH OF THE SITE.
- SURFACE INDICATIONS OF UTILITIES ON THE SURVEYED PARCEL HAVE BEEN SHOWN. OVERHEAD WIRES AND POLES (IF ANY) HAVE BEEN SHOWN, HOWEVER THEIR FUNCTION AND DIMENSIONS HAVE NOT BEEN SHOWN.
- THIS SURVEY MAY NOT REFLECT ALL UTILITIES, OR IMPROVEMENTS, IF SUCH ITEMS ARE HIDDEN BY LANDSCAPING, OR ARE COVERED BY SUCH ITEMS AS DUMPSTERS OR TRAILERS, OR WHEN THE SITE WAS COVERED WITH SNOW. AT THE TIME OF SURVEY, THE SITE WAS NOT COVERED BY SNOW.

SURVEYOR'S NOTES (CONT)

- 3/4" IRON PIPES WERE SET AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE PROPERTY, UNLESS ALREADY MARKED OR REFERENCED BY EXISTING MONUMENTS OR WITNESSES IN CLOSE PROXIMITY TO THE CORNER AND ARE SHOWN HEREON.
(TABLE A, ITEM 1)
- ADDRESS:
401 CANTERBERRY LANE
OAK BROOK, ILLINOIS 60523
(TABLE A, ITEM 2)
- BUILDINGS OVER SURVEYED PROPERTY OBSERVED AT THE TIME OF FIELD WORK SHOWN HEREON.
(TABLE A, ITEM 7(a))
- SUBSTANTIAL FEATURES ARE SHOWN HEREON.
(TABLE A, ITEM 8)
- NO STRIPPED PARKING SPACES ON SURFACE PAVING AREAS OR LOTS OBSERVED AT THE TIME OF FIELD WORK.
(TABLE A, ITEM 9)
- ONLY THE NAMES OF ADJOINING OWNERS THAT WERE AVAILABLE ACCORDING TO CURRENT TAX RECORDS HAVE BEEN SHOWN HEREON.
(TABLE A, ITEM 13)

LEGAL DESCRIPTION

LOT 1 IN BARTOLOMEI'S SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 09, 1972 AS DOCUMENT R72-68679 IN BOOK 65 PAGE 54 IN DUPAGE COUNTY, ILLINOIS.

P.I.N. (PER TITLE COMMITMENT)

06-36-202-006

PROPERTY AREA (TABLE A, ITEM 4)

37,705 SQUARE FEET (0.866± ACRES)

GENERAL NOTES

- THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM - EAST ZONE (NAD 83).
- CHECK LEGAL DESCRIPTION WITH DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY IMMEDIATELY. BUILDING LINES AND EASEMENTS, IF ANY, SHOWN HEREON ARE AS SHOWN ON THE RECORDED SUBDIVISION OR AS INDICATED.
- ALL AREAS LISTED IN THE AREA SUMMARY TABLE ARE MORE OR LESS.
- SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.

TITLE NOTES

- A COMMITMENT FOR TITLE INSURANCE PREPARED BY CHICAGO TITLE INSURANCE COMPANY AS COMMITMENT NUMBER: AF1042155 WITH A COMMITMENT DATE: FEBRUARY 23, 2024 HAS BEEN REVIEWED IN CONJUNCTION WITH THE PREPARATION OF THIS SURVEY. THIS SURVEY MAY NOT REFLECT MATTERS OF TITLE THAT MAY BENEFIT OR BURDEN THE PROPERTY UNLESS THEY ARE EVIDENT FROM THE FIELD SURVEY OR THEY ARE CONTAINED IN THE ABOVE TITLE COMMITMENT. THE FOLLOWING NOTES ARE RELATED TO CERTAIN TITLE EXCEPTIONS CONTAINED IN THE ABOVE COMMITMENT.
- PLOTTABLE EASEMENTS AND SETBACKS IDENTIFIED IN THE ABOVE TITLE COMMITMENT HAVE BEEN SHOWN HEREON. EASEMENTS AND SETBACKS THAT HAVE BEEN VACATED, INSURED OVER, OR OTHERWISE DISPOSED OF HAVE NOT BEEN SHOWN HEREON.
- SCHEDULE B GENERAL EXCEPTIONS:
- RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.
 - EASEMENTS OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.
 - ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING TITLE, THAT WOULD BE DISCLOSED BY AN ACCURATE SURVEY OF THE LAND PURSUANT TO THE "MINIMUM STANDARDS OF PRACTICE," 68 III. ADMIN. CODE, SEC. 1270.56(b)(6)(v)(p) FOR RESIDENTIAL PROPERTY OR THE ALTA/NSPS LAND TITLE SURVEY STANDARDS FOR COMMERCIAL/INDUSTRIAL PROPERTY.
 - ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
 - ITEMS 5, 6, 7, 8, 9, 10, 11, AND 12. NOT SURVEY RELATED.

TITLE NOTES (CONT)

- EASEMENTS FOR PUBLIC UTILITIES, AS SHOWN ON THE PLAT OF SUBDIVISION.
(AFFECTS THE SOUTH 10 FEET)
(SURVEYOR'S NOTE: SHOWN HEREON.)
- TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. 105 ENTITLED AN ORDINANCE ESTABLISHING AN INDUSTRIAL COST RECOVERY SYSTEM AND A FEDERAL USER CHARGE IN LIEU OF AD VALOREM TAXES TO PAY FOR THE OPERATOR, MAINTENANCE AND REPLACEMENT OF THE WORKS OF THE SYSTEM ESTABLISHING A LIEN THEREFOR AND ESTABLISHING CLASSES OF USERS, PROCEDURES, BUDGET, BUDGET YEAR RATES, MANNER OF COLLECTION THEREOF, PENALTIES FOR REFUSAL TO PAY, PROCEDURE FOR DISCONNECTION IN THE EVENT OF NON-PAYMENT, ESTABLISHING OF ALLOWABLE CHEMICAL CONCENTRATIONS AND PENALTIES FOR EXCESS CONCENTRATIONS RECORDED MAY 08, 1975 AS DOCUMENT R75-18171.
(SURVEYOR'S NOTE: AFFECTS THE SURVEYED PROPERTY BUT CONTAINS NO PLOTTABLE ITEMS. SEE DOCUMENT FOR DETAILS.)
- TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE ENTITLED AN ORDINANCE CHANGING THE NAME OF 33RD STREET TO CANTERBERRY LANE THE VILLAGE OF OAK BROOK, DUPAGE COUNTY, ILLINOIS RECORDED MARCH 03, 1975 AS DOCUMENT R75-08710.
(SURVEYOR'S NOTE: AFFECTS THE SURVEYED PROPERTY BUT CONTAINS NO PLOTTABLE ITEMS. SEE DOCUMENT FOR DETAILS.)
- TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE ENTITLED AN ORDINANCE REQUIRING PAYMENT OF USER CHARGES PRIOR TO SALE OR TRANSFER OF REAL ESTATE, AND FURTHER REQUIRING EVALUATION OF CONNECTION PERMITS FOR SALES OF COMMERCIAL PROPERTY RECORDED MARCH 13, 2009 AS DOCUMENT R2009-037066.
(SURVEYOR'S NOTE: AFFECTS THE SURVEYED PROPERTY BUT CONTAINS NO PLOTTABLE ITEMS. SEE DOCUMENT FOR DETAILS.)

SURVEYOR CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS
CERTIFIED TO: FIRST AMERICAN TITLE INSURANCE COMPANY
AND: MOHAMMAD SHAFI

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

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

THE FIELD WORK WAS COMPLETED ON APRIL 30, 2024.

DATE OF MAP OR PLAT: THIS ____ DAY OF MAY, A.D., 2024.

FOR REVIEW ONLY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782
LICENSE EXPIRES NOVEMBER 30, 2024

DESIGN FIRM PROFESSIONAL LICENSE NO. 184.001186
LICENSE EXPIRES APRIL 30, 2025.



REVISIONS:				
DATE	BY	DESCRIPTION	DATE	BY

DRAWN BY: SDS
CHECKED BY: TBM
APPROVED BY: TBM



35701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60555
PHONE (630) 393-3060
FAX (630) 393-2152

10 S. RIVERSIDE PLAZA, SUITE 875
CHICAGO, ILLINOIS 60606
PHONE (312) 474-7841
FAX (312) 474-6099

2416 GALEN DRIVE
CHAMPAIGN, ILLINOIS 61821
PHONE (217) 351-6268
FAX (217) 355-1902

PREPARED FOR:

SHAFI

TITLE:

ALTA/NSPS LAND TITLE SURVEY
401 CANTERBERRY LANE
OAK BROOK, IL



SCALE: 1"=10'
DATE: 05-02-2024
JOB NO: W24107.00
SHEET 1 OF 1

PLAT OF SURVEY

PROFESSIONAL LAND SURVEYING, INC.

3080 OGDEN AVENUE SUITE 107

LISLE, ILLINOIS 60532

PHONE: 630-778-1757

PROF. DESIGN FIRM # 184-004196

E-MAIL: info@plslls.com

"AS-BUILT"

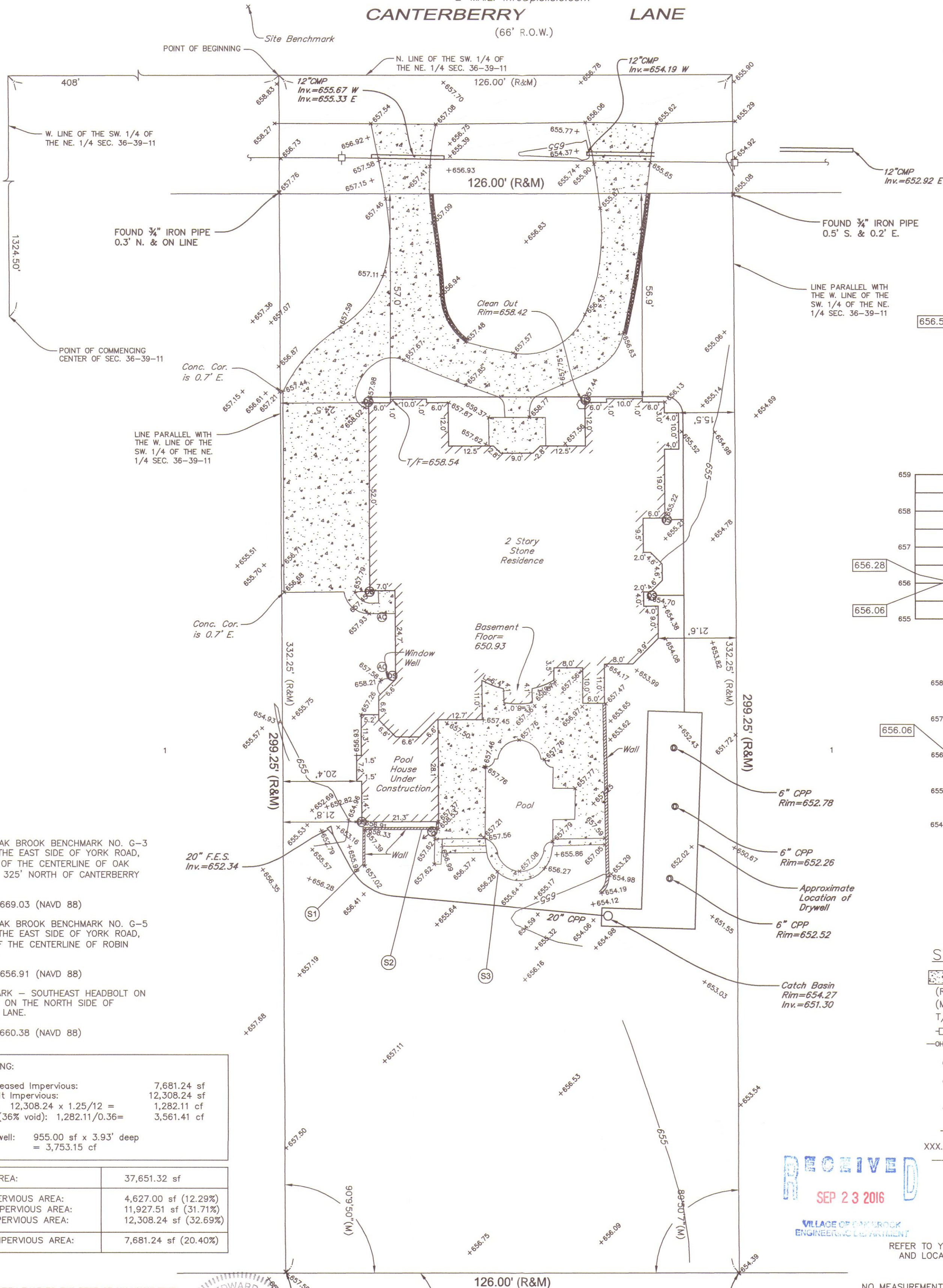
CANTERBERRY LANE

(66' R.O.W.)



0 10 20 40
SCALE: 1" = 20'

PERMANENT TAX INDEX NUMBER
06-36-202-005



BENCHMARK

VILLAGE OF OAK BROOK BENCHMARK NO. G-3
LOCATED ON THE EAST SIDE OF YORK ROAD,
1000' SOUTH OF THE CENTERLINE OF OAK
BROOK ROAD, 325' NORTH OF CANTERBERRY
LANE.

ELEVATION = 669.03 (NAVD 88)

VILLAGE OF OAK BROOK BENCHMARK NO. G-5
LOCATED ON THE EAST SIDE OF YORK ROAD,
135' NE'LY OF THE CENTERLINE OF ROBIN
HOOD RANCH.

ELEVATION = 656.91 (NAVD 88)

SITE BENCHMARK - SOUTHEAST HEADBOLT ON
FIRE HYDRANT ON THE NORTH SIDE OF
CANTERBERRY LANE.

ELEVATION = 660.38 (NAVD 88)

DRYWELL SIZING:

As-Built Increased Impervious: 7,681.24 sf
Total As-Built Impervious: 12,308.24 sf
Total Runoff: 12,308.24 x 1.25/12 = 1,282.11 cf
Drywell Size (36% void): 1,282.11/0.36 = 3,561.41 cf

As-Built Drywell: 955.00 sf x 3.93' deep
= 3,753.15 cf

TOTAL LOT AREA:	37,651.32 sf
EXISTING IMPERVIOUS AREA:	4,627.00 sf (12.29%)
PROPOSED IMPERVIOUS AREA:	11,927.51 sf (31.71%)
AS-BUILT IMPERVIOUS AREA:	12,308.24 sf (32.69%)
INCREASED IMPERVIOUS AREA:	7,681.24 sf (20.40%)

I DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE
THE LOT GRADING HAS BEEN COMPLETED IN SUBSTANTIAL
CONFORMANCE WITH THE APPROVED GRADING PLANS, AND
THAT THE DEVIATIONS FROM THE PROPOSED GRADING PLAN
AS CONSTRUCTED ARE MINOR AND WILL NOT ADVERSELY AFFECT
THE FUNCTIONING OF THE PROPOSED DRAINAGE SYSTEM.

DATED THIS 22nd DAY OF Sept, A.D., 2015
JAMES E. KOZIOL, P.E.
PG 1-1

PREPARED FOR: KOZIOL
ADDRESS: 405 CANTERBERRY LANE, OAK BROOK, ILLINOIS
BOOK & PG: DATE: 11-18-2015 JOB NO.: 1511859
DRAWN BY: SMR CHECK BY: JHH
REVISED:



LEGAL DESCRIPTION

PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH,
RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE CENTER
OF SAID SECTION 36 AND RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST
1/4 OF THE NORTHEAST 1/4, 1,324.50 FEET TO THE NORTH LINE OF THE SAID SOUTHWEST 1/4
OF THE NORTHEAST 1/4; THENCE EASTERLY ALONG SAID NORTH LINE, 408 FEET FOR A PLACE
OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4
OF THE NORTHEAST 1/4, 126 FEET; THENCE SOUTH PARALLEL WITH SAID WEST LINE OF THE
SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 332.25 FEET; THENCE WESTERLY PARALLEL WITH SAID
NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 126 FEET; THENCE NORTH
PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 332.25 FEET
TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

SYMBOL LEGEND

- CONCRETE SURFACE
- (R) - RECORD DATA
- (M) - MEASURED DATA
- T/F - TOP OF FOUNDATION
- UTILITY POLE
- OVERHEAD WIRES
- DOWN SPOUT (SPLASH TO GRADE)
- DOWN SPOUT (BELOW GRADE)
- AIR-CONDITIONING UNIT
- END SECTION
- XXX.XX - EXISTING ELEVATION
- EXIST. CONTOURS



SURVEYED AREA: 37,705± SQ. FT.

REFER TO YOUR DEED, ABSTRACT, TITLE POLICY
AND LOCAL BUILDING AND ZONING ORDINANCE
FOR ITEMS OF RECORD NOT SHOWN.

NO MEASUREMENTS ARE TO BE ASSUMED BY SCALING

STATE OF ILLINOIS ss
COUNTY OF DUPAGE)

PROFESSIONAL LAND SURVEYING, INC. HEREBY CERTIFIES THAT IT HAS
SURVEYED THE TRACT OF LAND ABOVE DESCRIBED, AND THAT THE
HEREON DRAWN PLAT IS A CORRECT REPRESENTATION THEREOF.

FIELD WORK COMPLETED AND DATED
THIS 16TH DAY OF NOVEMBER, 2015.

IPLS No. 3483
MY LICENSE EXPIRES 11/30/16

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT
ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



OAK BROOK
Illinois

ITEM 9.A.1.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
August 13, 2024

SUBJECT: Award of Agreement - Geographic Information System (GIS) Services

FROM: Thomas Gilbert, Information Technology Director

BUDGET SOURCE/BUDGET IMPACT: GL#:41-3-10-15-152-76950 -GIS Services / Reduction of \$47,315

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2225, A Resolution Authorizing the Award of an Agreement to Gewalt Hamilton Associates, Inc., Vernon Hills, Illinois, for Geographical Information System (GIS) Services, in the amount of \$93,000.00 and further authorizing the Village Manager to sign the multi-year agreement.

Background/History:

A Request for Proposals (RFP) for Geographical Information System (GIS) Services was posted on the Village website on Wednesday, June 26, 2024, and sent to 12 firms. Three (3) proposals were received and opened on Friday, July 19, 2024. Staff also received a letter from our current vendor, MGP, explaining the reasons why they felt that they could not submit a competitive proposal. MGP decided not to submit a proposal "due to the fundamentally different approach to local government GIS, the specifics of the RFP scope and requirements, and the MGP's policy on RFP responses for GIS Consortium members." After staff received the submitted proposals, it was determined that Gewalt Hamilton Associates, Inc. submitted the proposal with the best overall value to the Village.

In January 2024, the Village renewed our GIS Services with MGP for a term of one year at a cost of \$133,000, which was a 3% increase from the previous year. For the upcoming year (2025), MGP advised us that the cost would increase by an additional 5.5%, bringing the total to \$140,315. After a thorough review of all submitted proposals, the Village has identified Gewalt Hamilton as the most suitable vendor for our GIS service needs.

The Village recommends awarding the 2025 GIS Services Agreement to Gewalt Hamilton at a cost of \$93,000. This is for one (1) year, then the Village will have the sole option to renew for an additional four (4) years.

The resolution authorizes the Village Manger to execute and the Village Clerk to attest the agreement upon Village Board approval.

The proposed agreement with Gewalt Hamilton represents a significant cost saving of \$47,648 compared to the projected cost with MGP.

	Gewalt Hamiton	Baxter & Woodman	MGP
2025	\$93,000	\$111,825	\$140,648 (5.5% increase from 2024)
2026	\$96,000	\$115,180	\$150,017
2027	\$99,000	\$118,635	\$154,518
2028	\$102,000	\$122,194	\$159,154
2029	\$105,000	\$125,860	\$163.928

Recommendation:

I move that the Village Board approve Resolution R-2225, A Resolution Authorizing the Award of an Agreement to Gewalt Hamilton Associates, Inc., Vernon Hills, Illinois, for Geographical Information System (GIS) Services, in the amount of \$93,000.00 and further authorizing the Village Manager to sign the multi-year agreement.

Attachments:

1. Res No R 2225
2. GISServicesAgreement (2)

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2024-IT-GIS-AG-R-2225

A RESOLUTION
AUTHORIZING THE AWARD OF AN AGREEMENT TO
GEWALT HAMILTON ASSOCIATES, INC., FOR
GEOGRAPHICAL INFORMATION SYSTEM (GIS) SERVICES

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 13th day of August 2024

RESOLUTION NO. 2024-IT-GIS-AG-R-2225

A RESOLUTION
AUTHORIZING THE AWARD OF AN AGREEMENT TO GEWALT HAMILTON ASSOCIATES,
INC., FOR GEOGRAPHICAL INFORMATION SYSTEM (GIS) SERVICES

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

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

WHEREAS, a Request for Proposals (RFP) for Geographical Information System (GIS) Services was posted on the Village website on Wednesday, June 26, 2024 and sent to 12 firms;

WHEREAS, of the three (3) proposals that were received and publicly opened on Friday, July 19, 2024, Staff determined that Gewalt Hamilton Associates, Inc. submitted the proposal with the best overall value to the Village;

WHEREAS, Staff recommends the Corporate Authorities to award the Agreement for GIS Services to Gewalt Hamilton Associates, Inc., in the amount of \$93,000.00, subject to the terms and conditions of the Agreement, attached hereto and incorporated herein as Exhibit A;

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

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

Section One – Recitals

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

Section Two – Award of Agreement

The Corporate Authorities hereby awards the Agreement for GIS to Gewalt Hamilton Associates, Inc., in the amount of \$93,000.00, subject to the terms and conditions of the Agreement, attached hereto and incorporated herein as Exhibit A;

Section Three – Authorization and Direction

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

any and all changes or revisions therein from and after the execution and delivery of such Agreement.

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six - Acts of Village Officials

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

Section Seven – Effective Date

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

Section Eight - Publication

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

Section Nine – Conflict Clause

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

Section Ten – Saving Clause

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

Section Eleven – Recording

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

PASSED THIS 13th day of August 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 13th day of August 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Agreement



REVIEW OF CONTRACTS

Awarding Agency:

VOB

Department:

ITS

Awarded Contract Price:

\$93,000.00

Type of Contract:

Prof. Svs.

Program/Account Number:

152-76950

Budgeted Amount:

\$177,536.00

CONTRACT AMOUNT

☐ Under \$20,000

☐ \$500,001 - \$1,000,000

☒ \$20,000 - \$500,000

☐ Over \$1,000,000

NOTES

Geographic Information System
(GIS) Services

DEPARTMENT DIRECTOR SIGNATURE

Name:

[Signature]

Date:

8/5/24

INITIAL REVIEWING ATTORNEY SIGNATURE

Name:

[Signature]

Date:

8/7/24

APPROVED BY VILLAGE MANAGER

Name:

Date:

FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name:

[Signature]

Date:

8/7/24

☐ Three (3) Originals signed by other party

Date/Initials _____

☐ Original provided to staff member for other party

Date/Initials _____

☐ Original provided to Official Files

Date/Initials _____

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

VILLAGE OF OAK BROOK PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is dated as of the ____ day of _____, 2024 ("**Agreement**"), and is by and between the **VILLAGE OF OAK BROOK**, 1200 Oak Brook Road, Oak Brook, Illinois 60523 an Illinois municipal corporation ("**Village**"), and **Gewalt Hamilton Associates, Inc., Consulting Engineers**, 625 Forest Edge Drive, Vernon Hills, Illinois, 60061 ("**Consultant**").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the Village's statutory powers, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES. The Village retains the Consultant to perform, and the Consultant agrees to perform, all necessary services to perform the work in connection with the project identified below ("**Services**"), which Services the Consultant shall provide pursuant to the terms and conditions of this Agreement:

Geographic Information System (GIS) Services, as more fully described in the attached proposal dated July 19, 2024, in Exhibit A.

TIME OF PERFORMANCE. The Consultant shall perform and complete the Services as mutually agreed upon between Village and Consultant ("**Time of Performance**").

SECTION 2. COMPENSATION.

A. Agreement Amount. The total amount billed by the Consultant for the Services under this Agreement shall be in the amount of **\$93,000.00 for January 1, 2025 – December 31, 2025**, including reimbursable expenses, without the prior express written authorization of the Village Manager. *The Village will have the sole option to renew for four (4) additional years (January 1, 2026 – December 31, 2029, for the pricing indicated in the below table:*

GIS Services – January 1, 2026 – December 31, 2026	\$96,000.00
GIS Services – January 1, 2027 – December 31, 2027	\$99,000.00
GIS Services – January 1, 2028 – December 31, 2028	\$102,000.00
GIS Services – January 1, 2029 – December 31, 2029	\$109,000.00
Aerial Imagery – 2026	\$18,000.00 (Survey Drone Flight Option)
Aerial Imagery – 2028	\$19,000.00 (Survey Drone Flight Option)
OR – Annual Subscription	\$5,000.00

Aerial Imagery Source:	Nearmap Subscription
One Foot Contour Data – 2029	\$0 – Included with Survey Drone Flight Option
OR – Annual Subscription	\$0 – Included with Survey Drone Flight Option
Contour Imagery Source:	USGS Lidar Data

B. Agreement Term. The initial term of this agreement will commence on January 1, 2025 and will end on December 31, 2025. Subsequent Renewal Terms will begin on January 1st of each calendar year. The Village will have the sole right to renew and extend the agreement terms, with the concurrence of the Consultant, based on the pricing indicated in the table in Section 2.A.

C. Taxes, Benefits, and Royalties. Each payment by the Village to the Consultant includes all applicable federal, state, and Village taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties, and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation because of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

D. Payment of Agreement Amount.
Payments shall be made pursuant to the terms of the Local Government Prompt Payment Act, 50 ILCS 505/3 et seq.

E. No Automatic Renewal.

Notwithstanding anything to the contrary contained in this Agreement: (a) in no event shall the term of this Agreement be longer than the initial term expressly stated in this Agreement; (b) any automatic renewal or extension

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

SECTION 3. REPRESENTATIONS OF CONSULTANT.

The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consultants in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

The Consultant further represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the Services in a manner consistent with the standards of professional practice by recognized consultants providing services of a similar nature. The Consultant shall provide all personnel necessary to complete the Services.

SECTION 4. INDEMNIFICATION; INSURANCE; LIABILITY.

A. **Indemnification.** The Consultant proposes and agrees that the Consultant shall indemnify and save harmless the Village against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 4 of this Agreement.

B. **Insurance.** The Consultant acknowledges and agrees that the Consultant shall, and has a duty to maintain adequate insurance, in an amount, and in a form and from companies, acceptable to the Village. The Consultant's maintenance of adequate insurance shall not be construed in any way as a limitation on the Consultant's liability for losses or damages under this Agreement.

C. **No Personal Liability.** No elected or appointed official or employee of the Village shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 5. GENERAL PROVISIONS.

A. **Relationship of the Parties.** The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed to: (1) create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (2) to create any relationship between the Village and any subcontractor of the Contractor.

B. **Conflicts of Interest.** The Consultant represents and certifies that, to the best of its knowledge: (1) no Village employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. **No Collusion.** The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

D. **Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed.

E. **Compliance with Laws and Grants.** Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes

prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or Consultant with respect to this Contract or the Services. Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors, performance of, or failure to perform, the Services or any part thereof. Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

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

G. Certified Payroll. If applicable, Contractor shall, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5, submit to the Village, and upon activation of the database provided by 820 ILCS 130/5.1 to the Department of Labor, on a monthly basis, a certified payroll. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which certifies that: (1) such records are true and accurate; (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (3) Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. A general contractor may rely upon the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon seven business days' notice, Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the records required to be made and kept by the Act to: (i) the Village, its officers and agents; (ii) the Director of Labor and his deputies and agents; and (iii) to federal, State, or local law enforcement agencies and prosecutors.

H. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance

with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to (1) terminate this Agreement without liability for further payment; or (2) withhold from any payment or recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

I. Assignment. This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

J. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered: (1) personally; (2) by a reputable overnight courier; or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Oak Brook
1200 Oak Brook Road
Oak Brook, Illinois 60523
Attention: Tom Gilbert, Information
Technology Director

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Gewalt Hamilton Associates, Inc.
Consulting Engineers
625 Forest Edge Drive
Vernon Hills, Illinois 60061
Attention: Gregory A. Newton, GISP
Director of Geospatial Services

K. Waiver. Neither the Village nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.

L. Third Party Beneficiary. No claim as a third-party beneficiary under this Agreement by any person,

firm, or corporation shall be made or be valid against the Village.

M. **Governing Laws.** This Agreement and the rights of Owner and Consultant under this Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois; the venue for any legal action arising in connection with this Agreement shall be in the Circuit Court of DuPage County, Illinois.

N. **Conflicts; Exhibits.** If any term or provision in this Agreement conflicts with any term or provision of an attachment or exhibit to this Agreement, the terms and provisions of this Agreement shall control.

O. **No Disclosure of Confidential Information by the Consultant.** Confidential information means all material, non-public, business-related information, written or oral, whether or not it is marked that is disclosed or made available to the Consultant, directly or indirectly, through any means of communication or observation. The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Village. The Consultant shall use reasonable measures, at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

ATTEST:

VILLAGE OF OAK BROOK

By: _____
Village Clerk

By: _____
Greg Summers, Village Manager

ATTEST:

GEWALT HAMILTON ASSOCIATES, INC.

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A

(PROPOSAL FOR GIS SERVICES DATED JULY 19, 2024)



ORIGINAL

REQUEST FOR PROPOSAL

Geographic Information System (GIS) Services

Proposal 2024.G011

GHA **GEWALT HAMILTON**
ASSOCIATES, INC.

An Employee-Owned Company

July 19, 2024

625 Forest Edge Drive - Vernon Hills, IL 60061

847.478.9700 GHA-Engineers.com

July 19, 2024

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

GHA **GEWALT HAMILTON**
ASSOCIATES, INC.
CONSULTING ENGINEERS

625 Forest Edge Drive, Vernon Hills, IL 60061
TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

Re: **Proposal for Geographic Information System (GIS) Services**
Village of Oak Brook
Oak Brook, Illinois
GHA Proposal 2024.G011

Dear Ms. Serences,

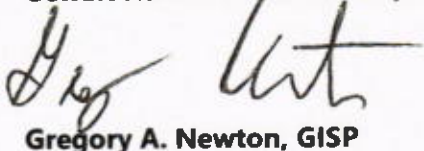
Gewalt Hamilton Associates, Inc. (GHA) is pleased to present this proposal for Geographic Information System (GIS) Services tailored specifically for delivering professional GIS services to the Village of Oak Brook. GHA takes great pride in our track record of providing cutting-edge GIS solutions to several local communities and organizations, establishing ourselves as a trusted partner in the realm of geospatial innovation.

Our extensive portfolio includes successful collaborations with many local communities and organizations such as Orland Park, Prospect Heights, Grayslake, Northfield, and Round Lake Beach, among others. This rich experience positions us as industry leaders, ready to bring our expertise to the benefit of the Village of Oak Brook. At the heart of our approach is a commitment to excellence. We go beyond the conventional to develop customized geospatial solutions that **empower communities in their decision-making processes and enhance overall operational efficiency**. Our team of skilled professionals is dedicated to understanding the unique needs and challenges of each community we serve, ensuring that our GIS products not only meet but exceed expectations. We are confident that our strategic methodology and innovative solutions will not only meet your requirements but also provide exceptional value to the village and its residents.

Please find, attached, our proposal to complete this work. If our proposal is acceptable, please sign and return one copy to our office.

Should you have any questions or if we can be of additional assistance, please feel free to call me at 847.821.6265 or email me at GNewton@GHA-Engineers.com. We look forward to continuing our work with you and the Village.

Sincerely,
Gewalt Hamilton Associates, Inc.



Gregory A. Newton, GISP
Director of Geospatial Services

Enc.: GHA Proposal No. 2024.G011



THE VILLAGE OF OAK BROOK

PROPOSAL FOR SERVICES: Geographic Information Systems

July 19, 2024

CONTENTS

FIRM OVERVIEW	3
PROJECT UNDERSTANDING/ SCOPE OF SERVICES	5
PROJECT TIMELINE	13
KEY PERSONNEL	14
REFERENCES	15
APPENDIX A (RESUMES)	20
SECTION C (PROPOSAL COSTS)	28



Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive
Vernon Hills, IL 60061
847.478.9700
GHA-Engineers.com

Contact

Greg Newton, GISP

Direct: 847.821.6265

GNewton@GHA-Engineers.com

SERVICE LINES

Municipal Engineering
Civil Engineering Design
Traffic Engineering
Transportation Planning
Water Resources
Environmental Consulting
Signal Coordination & Timing (SCAT)
Construction Phase Services
Water Operations
Geographic Information Systems (GIS)
Surveying & High Definition Scanning

IDOT PREQUALIFICATIONS

1. Special Studies - Signal Coordination & Timing (SCAT)
2. Special Studies - Traffic Studies
3. Hydraulic Reports - Waterways: Complex
4. Hydraulic Reports - Waterways: Typical
5. Special Studies- Location Drainage
6. Location Design Studies - Rehabilitation
7. Special Services - Construction Inspection
8. Location Design Studies - Reconstruction/Major Rehabilitation
9. Special Services - Sanitary
10. Special Studies - Feasibility
11. Special Plans - Traffic Signals
12. Highways - Roads and Streets
13. Special Services - Surveying
14. Special Studies - Safety
15. Hydraulic Reports - Pump Stations

Gewalt Hamilton Associates, Inc. (GHA), an employee-owned company, has more than 40 years of experience serving municipal, county, agency and private clients.

GHA boasts approximately 140 staff with impressive credentials, valuable areas of expertise and significant, applicable experience. We see every project as a collaborative experience, as our client's guide toward great outcomes.

UNIQUE STRENGTHS:

There are specific strengths that GHA has developed which have been of great advantage to our clients. Among the most valuable, and applicable across our service spectrum is **intentional, complete communication**. It's readily apparent that breakdowns in project continuity can commonly be attributed to communication errors that could have been avoided. We address this by being proactive and purposeful in how, when and why we communicate, with a conscious effort to reduce the risk of misunderstandings.

Additionally, GHA's approach to project management includes consistently **seeking every opportunity to reduce costs and protect project timelines**. We believe that our discovery of these opportunities has saved our clients significant funds over the course of each relationship, increasing the tangible value of choosing GHA as an engineering resource.

The virtues of a keen eye for savings and fresh solutions became permanent descriptors for GHA. This remains a daily focus for the entirety of GHA's executive leadership that includes GHA engineers who are well-known and respected throughout our region.

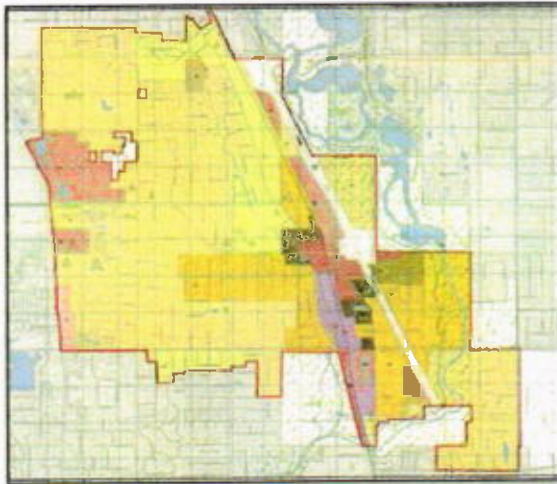
GIS – A POWERFUL MUNICIPAL TOOL:

GHA first entered the GIS world in 1997 when its usefulness was just being discovered. Even then, it was clear that improvements and expanded applications could revolutionize the management of municipal assets and reveal a clearer path to managing them well



Municipal GIS Services

Municipal Communities



CLIENTS

Antioch Township
Village of Bannockburn
Village of Barrington
Ela Township
Village of Fox Lake
Village of Grayslake
Village of Kildeer
Village of Lake Barrington
Village of Lake Bluff
Libertyville Township
Village of Lindenhurst
Village of Long Grove
Village of Northfield
Northfield Woods Sanitary District
Northwestern University
Village of Orland Park
City of Prospect Heights
Village of Riverwoods
Village of Round Lake Beach
Village of Vernon Hills

OVERVIEW

GHA offers a wide variety of services to municipalities including GIS database management, general mapping services, field data collection/survey, and online mapping.

Through GHA's online GIS portal, clients can access GIS data and maps using interactive web-mapping applications. With access to complex analysis and map creation in GHA's GIS web-mapping applications, clients can increase efficiency and reduce costs with direct access to data and reducing consulting fees.

GHA has extensive experience in field data collection. Mapping of GIS locations and attributes is a natural outgrowth of the survey practices required for engineering design. Our field technicians are experienced in investigating and locating underground utilities based on surface evidence, and our office staff regularly reduce the field data to produce detailed maps and data layers representing existing utility systems.

GHA's GIS services are scaled and customized to fit the needs and resources of each municipality. Focusing on the goals of an organization is key to a successful GIS program. Whether the goal is to improve the accuracy of a utility network or migrate from paper maps to online mapping, GHA will work with the community to achieve those goals.



I. Project Understanding

The Village of Oak Brook is seeking ongoing GIS Services. GHA proposes to fulfill the role of Village GIS Consultant. Our team has proven adept in both managing and guiding the tasks and processes needed to achieve the goals identified.

Our approach to serving the Village's GIS Program will take advantage of GHA's scalability of services. As a process-driven organization, we know the value of a controlled pace and believe that the Village will benefit significantly by choosing to contract with the GHA Team. Our successful implementation in other local municipalities, such as the Village of Orland Park, is a testament to our quality, service and value.

II. Scope of Services

Based on our understanding of the project, we are prepared to provide the following professional services to the Village of Oak Brook:

A. Proactive and Reactive GIS Services:

1. **Objective:** At GHA, we strive to redefine the standard for GIS services by offering a proactive and reactive support system that not only addresses immediate needs but also anticipates future challenges. Our approach is rooted in a deep understanding of the Village's requirements, ensuring that our services are not just a response but a strategic asset.
2. **Proactive Services:**
 - ✓ **Predictive System Maintenance:** Leveraging advanced analytics, we will proactively identify potential issues within the GIS infrastructure before they impact operations.
 - ✓ **Data Integrity Assurance:** Our routine assessments go beyond quality checks, employing machine learning algorithms to enhance data accuracy and utility.
 - ✓ **Optimization Insights:** We provide not just trend analysis but actionable insights for system optimization, ensuring the Village's GIS remains efficient and forward-thinking.
3. **Reactive Services:**
 - ✓ **On-Demand Map Creation:** Our reactive services include the swift creation of high-quality, customized maps, utilizing GHA GIS Group's proprietary tools for rapid deployment.
 - ✓ **Incident Response Excellence:** We guarantee not only a swift response but a comprehensive resolution strategy for any GIS-related issues, minimizing operational impact.
 - ✓ **Emergency GIS Support:** In critical situations, our emergency support goes beyond standard protocols, offering innovative solutions to ensure continuity of critical GIS operations.

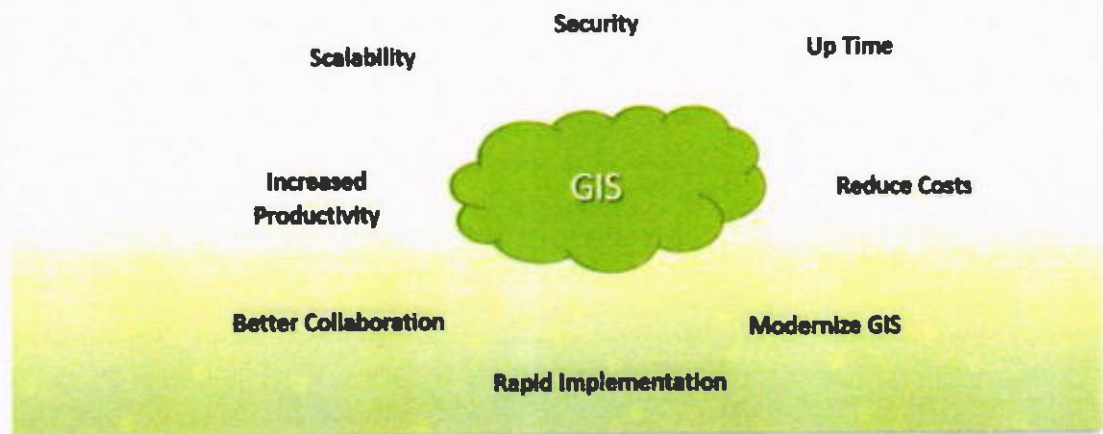
4. **Office Hours**

- ✓ **On-Site Expertise:** GHA GIS Group will provide an experienced GIS Professional (GISP) on-site at the Village offices for a minimum of one 8-hour day per week. This direct access to our expert will facilitate real-time support, collaboration, and knowledge transfer, enhancing the Village's GIS capabilities.

B. **GIS Data and Application Cloud Hosting**

1. **Objective:** GHA is committed to revolutionizing cloud-based hosting for the Village's GIS data and applications. Our objective extends beyond mere establishment; we aim to empower the Village with a dynamic, secure, and scalable cloud ecosystem that propels your GIS capabilities into the future.

Why GIS in the Cloud?

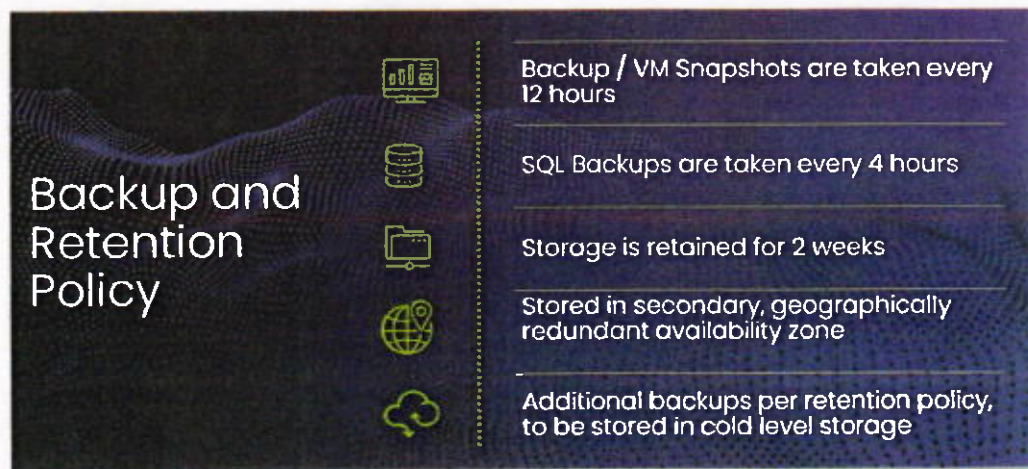


2. **Features:**

- ✓ **Tailored Cloud Deployment:** Our deployment strategy on AWS cloud servers is meticulously crafted to align with the Village's aspirations, ensuring a perfect fit for your evolving needs.
- ✓ **Dynamic Scalability:** We offer a cloud infrastructure that intuitively scales with the Village, supported by cutting-edge technology that anticipates growth and adapts proactively.
- ✓ **Enhanced Data Resilience:** Our data redundancy and backup solutions are designed to provide peace of mind, with frequent backups (every 4 hours) and a robust disaster recovery protocol that exceeds industry standards.

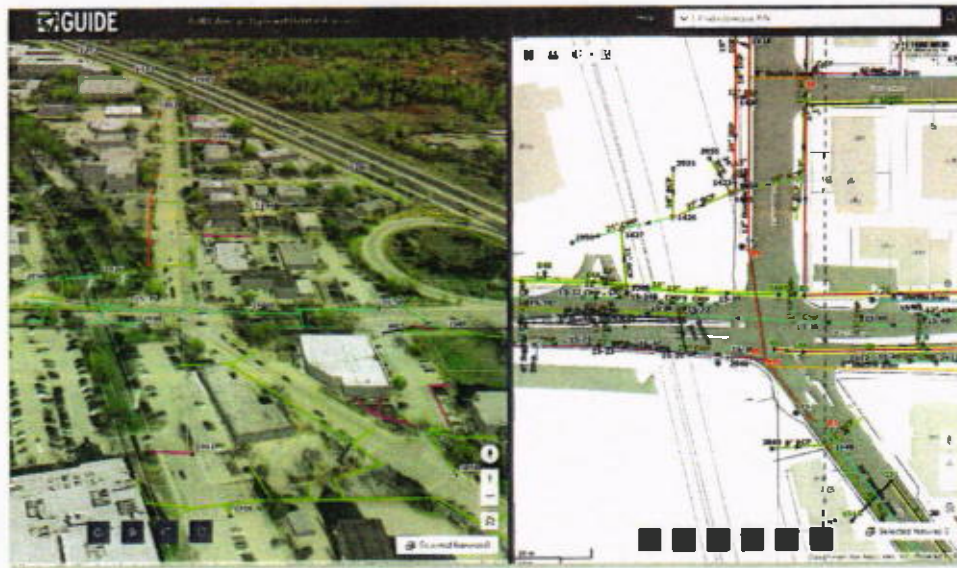
3. **Security and Compliance:**

- ✓ **Bespoke Security Protocols:** We don't just implement security measures; we architect a fortified digital environment that guards the Village's data with unparalleled vigilance.
- ✓ **Rigorous Compliance Adherence:** Our compliance framework is not static; it's a living system that evolves with regulatory landscapes, ensuring the Village is always ahead of the curve.



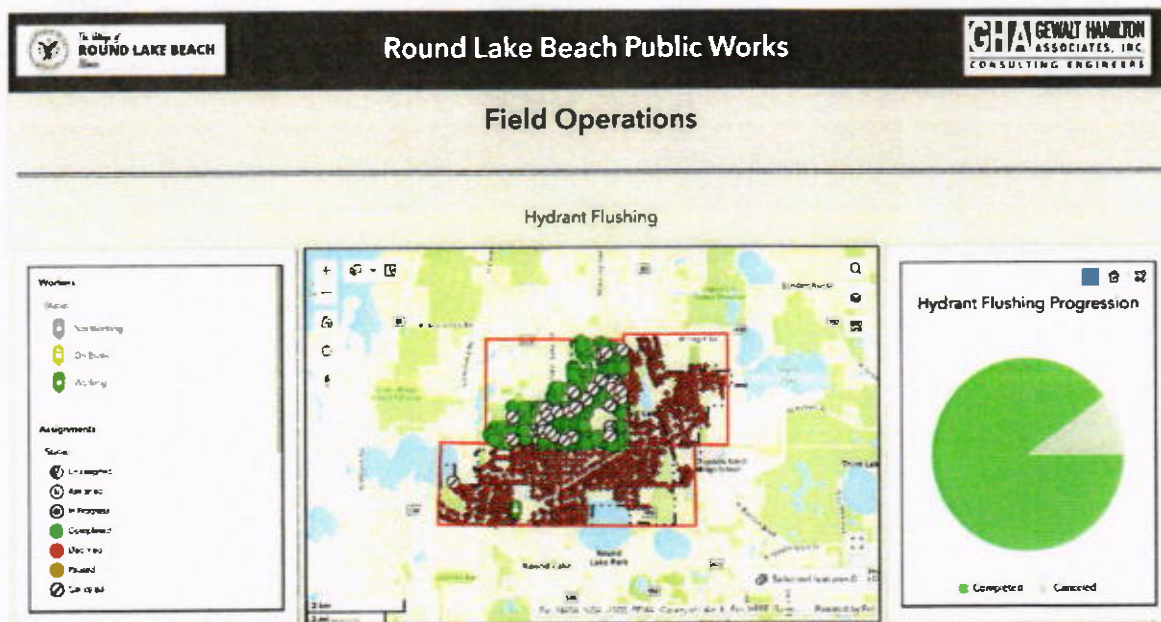
C. 3D-Enabled GIS Web Application

1. **Objective:** Our vision for the Village's GIS system transcends traditional mapping. We aim to deliver a web-based GIS application with state-of-the-art 3D visualization, transforming the way the Village interacts with spatial data. Introducing GUIDE, GHA GIS Group's groundbreaking application, we're setting new standards in GIS technology.
2. **Features:**
 - ✓ GUIDE is not just an application; it's a gateway to a **vivid 3D mapping environment**, offering an immersive and interactive experience tailored to the Village's landscape.
 - ✓ We're redefining integration by incorporating diverse spatial datasets into a cohesive 3D format, providing unparalleled depth and clarity to the Village's data.
 - ✓ Our application is equipped with **advanced querying and analysis tools** that are not only user-friendly but also empower users with predictive analytics and real-time data insights.
3. **Ongoing Maintenance:**
 - ✓ We commit to not just maintaining but continually enhancing GUIDE, ensuring it evolves with the Village's needs through regular updates, bug fixes, and performance optimizations.
 - ✓ GUIDE's adaptability is unmatched, with capabilities to integrate new 3D data sources, keeping the Village at the forefront of GIS technology.
 - ✓ Our assurance of cross-browser and device compatibility is a promise of accessibility, enabling the Village to leverage GUIDE's capabilities on any platform or device.



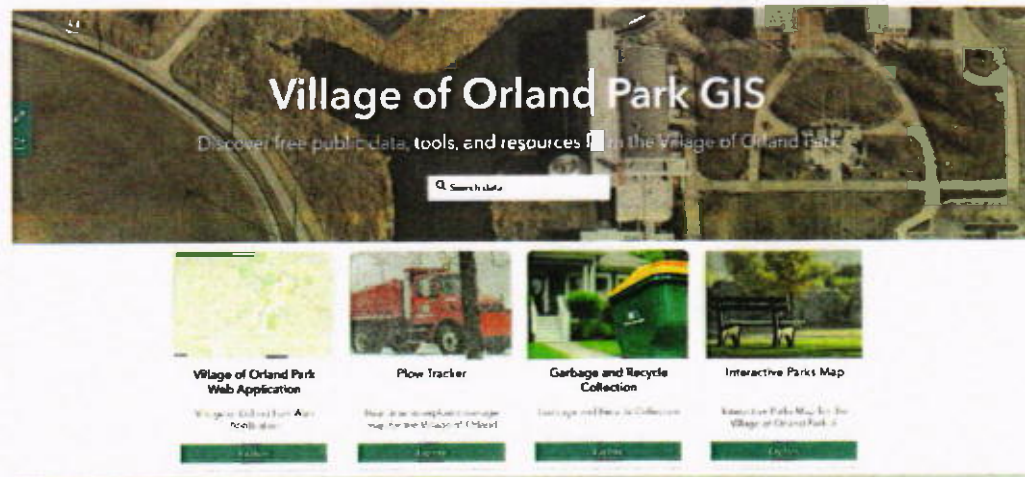
D. ESRI-Native Work Order System

1. **Objective:** We propose an innovative approach to implementing a work order management system that is not only integrated with the ESRI GIS platform but also elevates the Village's operational capabilities. Our custom-developed workflows, forms, and formulas are specifically designed to enhance the Village's transition to a GIS-centric system, providing a seamless and intuitive user experience.
2. **Features:**
 - ✓ Our system goes beyond basic work order management by offering advanced spatial analytics within the GIS environment, allowing for more strategic planning and resource allocation.
 - ✓ We provide a unique spatial visualization experience that not only displays work order locations but also offers predictive insights based on historical data trends.
 - ✓ The integration of our system is not just seamless; it's intelligent, learning from the Village's data to improve processes and efficiency over time.
3. **Integration:**
 - ✓ The GHA GIS Group's system is designed to adapt to the Village's evolving needs, ensuring longevity and scalability.
 - ✓ Compatibility with ESRI ArcGIS tools is just the start; our system is future-proof, ready to embrace emerging technologies and methodologies that may benefit the Village.
 - ✓ We prioritize user empowerment, providing training modules and interactive guides to ensure the Village's team can fully leverage the capabilities of the system.



E. Public-Facing GIS Hub

1. **Objective:** Our ambition for the Village's Public-Facing GIS Hub is to create a portal that not only serves as a user-friendly platform for public access but also stands as a beacon of community engagement and transparency. GHA GIS Group envisions a hub that is intuitive, informative, and interactive, setting a new precedent for public GIS access.
2. **Features:**
 - ✓ We are designing an **intuitive interface** that goes beyond customization; it adapts to user preferences, learning and evolving to provide a personalized map display experience.
 - ✓ Our search functionality is not just precise; it's intelligent, offering predictive suggestions and contextual information that enrich the user's journey through the Village's unique datasets.
 - ✓ Data download options are crafted with the user in mind, providing a streamlined process with robust access controls that respect the Village's data policies while facilitating public engagement.
3. **Security and Privacy:**
 - ✓ We implement access controls with a dual focus on protecting sensitive information and fostering a secure environment where the public can confidently interact with GIS data.
 - ✓ Our compliance with privacy and data protection regulations is proactive, ensuring that the Village's policies are not just met but championed through our platform.



III. Services not Included

The following tasks are not included in our scope of services:

- A. Investigation or physical location of underground utilities;
- B. Construction staking or any construction phase services;
- C. Review fees or utility locate fees.

IV. Requirements

GHA has reviewed the Requirements listed in the Request for Proposal. We have capacity and are prepared to meet the following requirements:

1. On-Site Technical Support:

- ✓ GHA pledges to provide on-site technical support within 24 hours of a service request. Our team will offer comprehensive troubleshooting assistance and system maintenance, ensuring the GIS infrastructure operates at peak performance.

2. Office Hours:

- ✓ We are committed to being an integral part of the Village's operations. GHA will provide an experienced GIS Professional (GISP) on-site at the Village offices for a minimum of one 8-hour day per week, fostering a collaborative environment for real-time support and strategic GIS planning.

3. Certified Project Manager:

- ✓ GHA will assign a Project Manager with a valid Geographic Information Systems Professional (GISP) certificate from the GISCI. Greg Newton, GISP, Director of Geospatial Division, will lead the implementation of GIS services at the Village of Oak Brook, ensuring alignment with project goals and adherence to industry standards.

4. Advanced Mapping Capabilities:

- ✓ GHA is proud to offer the Village of Oak Brook a comprehensive suite of advanced mapping capabilities that leverage the latest in technology and innovation.

- ✓ Our **survey-grade drone technology** can capture high-precision aerial imagery and topography of the Village, providing detailed and accurate visual data that supports various municipal functions.
- ✓ We also suggest Nearmap as a cost-effective alternative for aerial imagery, delivering three updates per year to ensure the Village has access to the most current and detailed visual data.
- ✓ We integrate advanced mapping features, including 3D visualization, ArGIS Indoors, and real-time mapping capabilities, to support the Public Works, Development Services, Information Technology, Administration, and all other Village Departments effectively.
- ✓ GHA is prepared to provide aerial imagery of Village boundaries every two years (minimum) and contour mapping every five years (minimum), as required by the Village, utilizing our advanced technologies and methodologies.

5. Data Migration and Integration:

- ✓ GHA will seamlessly migrate existing datasets to the cloud-based ArcGIS Enterprise platform. Our approach ensures full integration and compatibility with advanced GIS tools, providing the Village with a robust and unified GIS environment.

6. Application Development and User Interface:

- ✓ We specialize in developing custom applications and user interfaces that cater to the unique needs of the Village's Departments. Our focus on ease of use and accessibility ensures that all users, regardless of their technical expertise, can leverage the full potential of the GIS services.

V. Supplemental Information for Aerial Imagery and Topography Capture



Option 1 – Aerial Imagery and Topography Capture: Survey Drone Flight - DJI Matrice Drone with P1 Photogrammetry Sensor

• **Description:** This high-end solution utilizes the DJI Matrice drone equipped with a P1 photogrammetry sensor, integrated with survey-grade ground control to produce high-resolution imagery and accurate topographic data. It is suitable for projects requiring detailed deliverables such as orthomosaics, 3D models, topography, and point clouds.

- **Pros:**
 - High-resolution imagery and accurate topographic data.
 - Can be tailored to specific project requirements with survey grade ground control.
 - Versatile deliverables including orthomosaic, 3D model, topography, and point cloud.
- **Cons:**
 - Higher initial investment for capture.
 - Requires skilled personnel to operate and process data.
 - Weather and airspace regulations can limit flight operations.

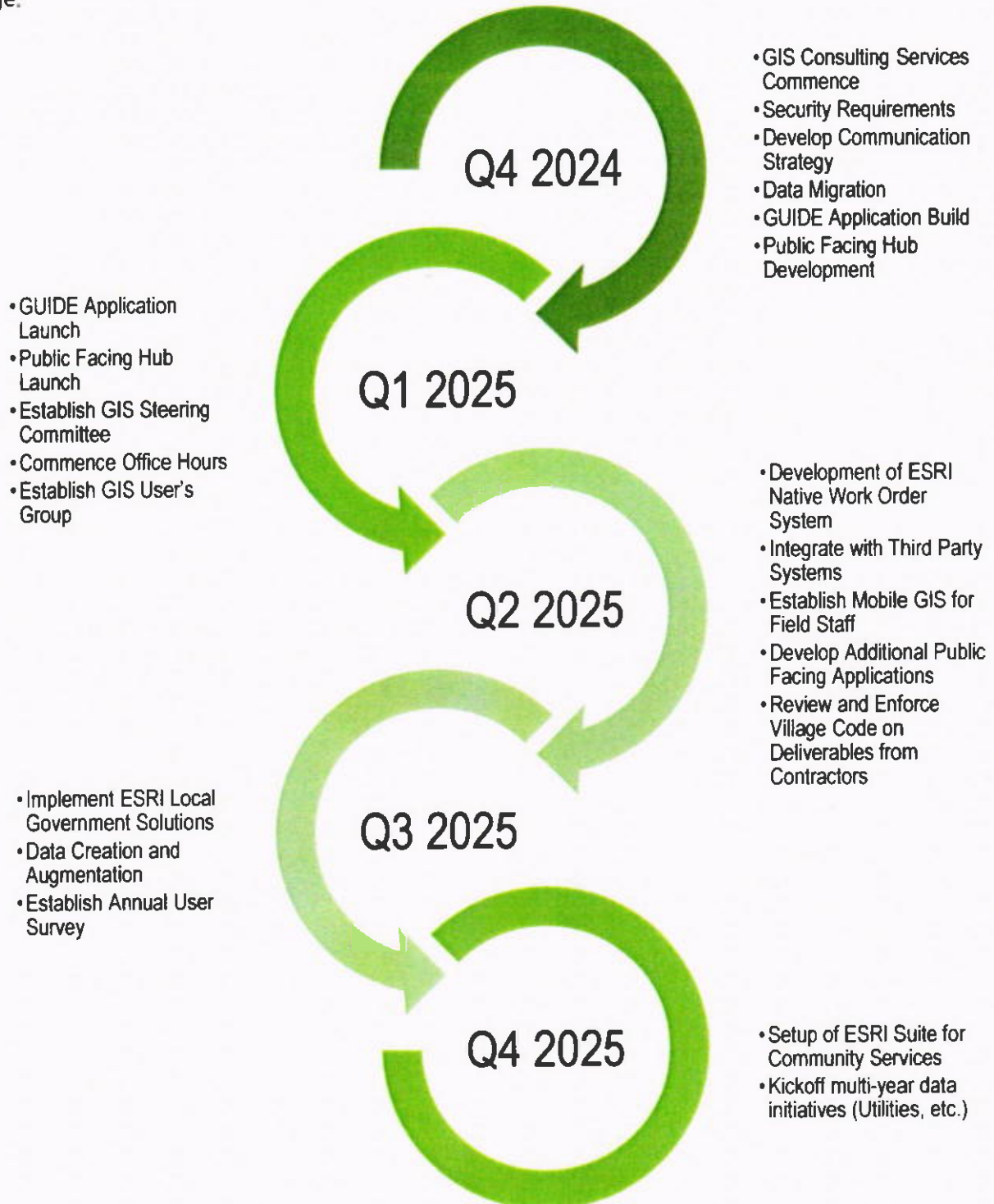
Option 2 – Aerial Imagery Subscription: Nearmap Organization Account Administration

- **Description:** A cost-effective alternative for aerial imagery, administering a Nearmap organization account provides quick access to high-quality, updated imagery. This option is ideal for projects with less stringent control over specific areas and timing of imagery capture.
- **Pros:**
 - Cost-effective solution for obtaining high-quality aerial imagery.
 - Quick and easy access to updated imagery without the need for drone operations.
 - Nearmap provides high-resolution images and frequent updates (Spring, Summer, Fall).
- **Cons:**
 - Dependent on Nearmap's coverage and update schedule.
 - Less control over the specific areas and timing of imagery capture.
 - Subscription costs can accumulate over time.

Option 3 – Public Data for Topography: USGS LiDAR Data

- **Description:** Utilizing publicly available LiDAR data from the USGS, this option offers a cost-saving approach to topographic analysis. It is well-suited for generating updated elevation models, surface models, contours, and gathering building and tree heights, especially in areas with minimal changes over time.
- **Pros:**
 - Freely available data reduces costs for topographic analysis.
 - LiDAR data is highly accurate and useful for various applications.
 - Can be used to generate elevation models, surface models, and contours.
- **Cons:**
 - Data is only updated every 5 years, which may not be sufficient for rapidly changing areas.
 - Processing and analysis of LiDAR data require specialized software and expertise.
 - Availability of data may vary based on location and USGS priorities.

The project's scope and pricing will be in effect from January 1, 2025, to December 31, 2025. We will work diligently with the Village to meet project milestones and deadlines, as reasonably identified by the Village.



Mr. Gregory A. Newton, GISP, will serve as the Project Manager and be the primary contact for the duration of this project. Additionally, the following individuals will round out the Village's GIS team:

- Jon Sedey – GIS Manager
- Zach Zimmerman – GIS Database Administrator
- Wendy Leonard, GISP – GIS Analyst II
- Tim Dabbs – Geospatial Field Technician

Appendix A includes resumes for each of these individuals.

Meet Your Team



Greg Newton, GISP
Project Manager



Jon Sedey
GIS Manager



Zach Zimmerman
GIS Database Administrator



Wendy Leonard, GISP
GIS Analyst II



Tim Dabbs
Geospatial Field Technician



GIS ASSESSMENT, STRATEGIC PLAN & ONGOING SERVICES

Orland Park, IL

CLIENT

Village of Orland Park

LOCATION

Orland Park, IL

PROJECT FEATURES

GIS Assessment
GIS Strategic Plan
GIS Services

SCOPE OF SERVICES

Personnel
Data Inventory
Existing System Design
Web Mapping and Mobile
System Build
Data Migration
GIS Services
Web Application Development

REFERENCE

Tad Spencer
Director of Information Technology
Village of Orland Park
14700 Ravinia Avenue
Orland Park, IL 60462
708.403.6212
tspencer@orlandpark.org

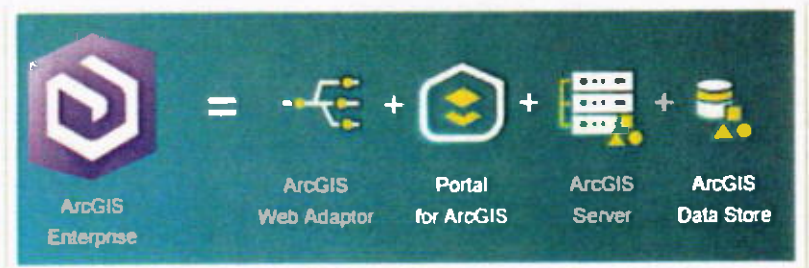
"The team at GHA has been instrumental in transforming our GIS. Their swift and efficient approach not only modernized our GIS, but also enhanced its capabilities, allowing us to better serve the residents of the Village. The dedication and expertise of GHA's professionals ensured a seamless transition to a more advanced and user-friendly GIS platform."

- Tad Spencer

Existing System Design

- The existing ArcGIS Enterprise system resides on server machine VOPARCGIS. Several components make up an ArcGIS Enterprise system, including ArcGIS Server, Portal for ArcGIS, ArcGIS Data Store, and enterprise geodatabases. Typically, each of these components are installed on separate machines. The current Village system has all components running on the same server machine. Updating the system architecture will be necessary to adhere to industry best practices.

Below is a diagram displaying the components that make up ArcGIS Enterprise.



PROJECT OVERVIEW

Over the past few decades, GIS has become an important tool for both residents and Village staff. GIS technology allows residents to access important data about their property or community, like parcel or zoning data, as well as allows staff to access critical data like emergency dispatch routing or utility locations. However, as identified in the assessment, the Village's existing system had become outdated and unreliable.

Modernizing the Village's GIS program had been identified as an urgent need by Village leadership and other stakeholders. With that, this assessment and strategic plan initiative was kicked off in late November 2020 with the report to be delivered by the end of the calendar year 2020. The Village's goal was to modernize and improve the efficacy of its GIS by the end of 2021.

The GIS Assessment section included direct feedback from current GIS stakeholders, as well as analysis from GHA. The assessment also laid out some of the major system issues including outdated hardware and software.

After completing the Assessment and Strategic Plan, GHA was contracted by the Village to continue as the Village's full-time GIS service provider. Within two months, the Village's GIS was modernized and completely transformed into an organized and accessible tool for Village staff, residents, and other stakeholders.

The Village continues to innovate as leaders in GIS and transparency with innovative tools like a real-time snowplow tracking application and public service centric applications. The Village recently renewed GHA's contract through 2026.



VILLAGE GIS SERVICES

Northfield, IL

CLIENT

Village of Northfield

LOCATION

Northfield, IL

PROJECT FEATURES

GIS Services
Updated Zoning Map
Custom Applications
Reliable Base Data

SCOPE OF SERVICES

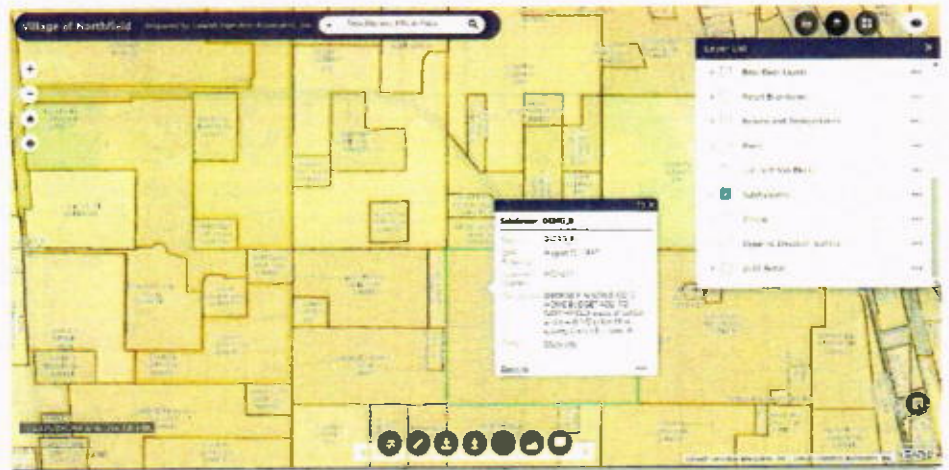
Data Sharing Agreements
Custom Application Development

REFERENCE

Steve Gutierrez
Community Development Director
Village of Northfield
361 Happ Road
Northfield, IL 60093
847.446.9200
SGutierrez@northfieldil.org

"The quality of GIS data, maps and user experience is directly related to the quality of services our staff provides. A craftsman needs good tools, and GHA has done an excellent job of providing us with well-honed and current GIS tools."

- Steve Gutierrez



PROJECT OVERVIEW

GHA has served as GIS Manager and Capital Projects Engineer for the Village of Northfield since 2004. Northfield is a 3-square-mile community in the North Shore area of suburban Chicago. The Village of Northfield contains a mix of urban and rural areas, including industrial, retail, and commercial areas as well as estate-lot residential areas with a mix of public and private roadways.

Starting with a request to update the Village Zoning Map in 2004, GHA has worked continuously with Village staff to create an enterprise Geographic Information System (GIS) with custom applications developed for use by the Village Manager's office, Building and Community Development, Public Works, Engineering, Finance, and the Police Department. GHA facilitated data sharing agreements with the Cook County Assessor's Department and IDOT to provide a comprehensive and reliable set of base data at little cost to the Village. The GIS applications utilize the ArcGIS for JavaScript API, allowing for distribution to every desktop and mobile user with no additional software fees. GHA has also developed and deployed custom applications for distribution of important map data to residents of the Village.

The GIS applications include links to electronic documents appropriate to the various departments, such as zoning requirements and special use ordinances for Community Development, benchmarks and FEMA letters of map change for engineering, utility structure photos, inspection reports and sewer videos for Public Works. GHA staff has established regular on-premise office hours in order to facilitate staff input on improvements to the GIS and ensure that technical issues are addressed promptly.



Sanitary Sewer GPS Locating and GIS Mapping

Prospect Heights, IL

CLIENT

City of Prospect Heights

LOCATION

Prospect Heights, IL

PROJECT FEATURES

Creation of Accurate Utility Atlas

Data Accuracy

ID Numbers Assigned

Informed Maintenance Operations

SCOPE OF SERVICES

GIS Data Collection

GPS Data Collection

Survey

Field Location of Structures

Sanitary Utility GIS Data Network

Updates

REFERENCE

Mark Roscoe

Superintendent of Public Works

City of Prospect Heights

8 North Elmhurst Road

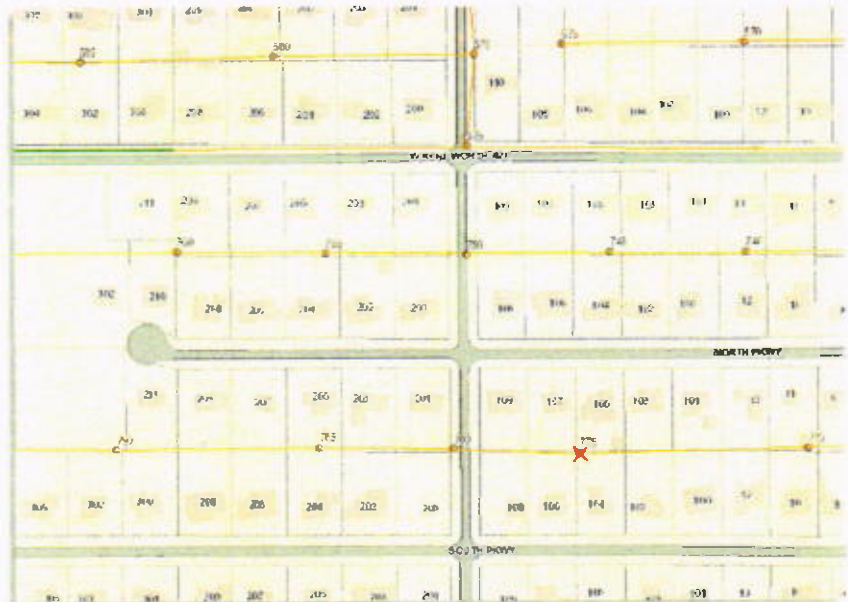
Prospect Heights, IL 60070

847.398.6070

mroscoe@zprospect-heights.org

"The City has had great success working with GHA to both improve our assessment of the sanitary sewer system and enhance our GIS, and I recommend them for any utility GIS integration."

- Mark Roscoe



PROJECT OVERVIEW

The City of Prospect Heights recently took over maintenance of a large portion of the sanitary sewer within the City formerly maintained by the Old Town Sanitary District. The service area encompasses approximately 75% of the City's sanitary sewer. The only existing sanitary utility atlas for this area was a hand drawn map from 1980. Efforts had been made to convert the existing atlas into GIS features, but the positional accuracy was unreliable.

Before performing maintenance initiatives like smoke testing and televising, the City wanted to improve the positional accuracy of the data, as well as assign structure ID numbers to track maintenance efforts moving forward.

The unreliability of the existing data made locating the structures in the field difficult. A large portion of the sanitary sewer in this service area was installed in backyards rather than in the right-of-way, which also provided its own set of issues. Permission was required to enter private property, which added time to the data collection process. Since many of these structures were on private property, the landowners had installed landscaping or tried to disguise the structures, making many of them difficult to find.

After weeks of difficult data collection, GHA located roughly 775 sanitary manholes in the service area. Upon completion of the field work, GIS professionals updated the City's atlas with the new structure locations and updated roughly 40 miles of sanitary sewer piping to match. After assigning new ID numbers to the structures, the City was ready to commence maintenance operations.



Village GIS Services

Grayslake, IL

CLIENT

Village of Grayslake

LOCATION

Grayslake, IL

PROJECT FEATURES

Updated Zoning Map
GIS with Custom Applications
Reliable Base Data
GIS Assessment
GIS Strategic Plan

SCOPE OF SERVICES

GIS Data Collection
Village Mapping
Data Updates
Utility Atlases
Zoning Maps
Data Migration

REFERENCE

William Heinz
**Director of Public Works/
Village Engineer**

Village of Grayslake
10 South Seymour Avenue
Grayslake, IL 60030
847.223.8515
WHeinz@villageofgrayslake.com

"Our utility GIS network has improved greatly due to Gewalt Hamilton's professionalism in creating an accurate set of mapping products that are used daily by all Village staff. I highly recommend Gewalt Hamilton and their capable staff if you need an affordable, creative and accurate way to either maintain or start a GIS network."

- William Heinz



PROJECT OVERVIEW

The Village of Grayslake contracted GHA to migrate its existing Village utility and mapping data from existing maps and data to a GIS database. This move allowed the Village to more easily and accurately update Village maps including zoning, streets, and parking designation, as well as updates to utility atlases. GHA designed and symbolized all data layers for optimal viewing and analysis.

GHA updated and created Village maps and atlases as needed to account for recent changes or construction. These maps included:

- Street Atlas
- Parking Designation
- Plow Routes
- Utility Atlases (Sanitary, Storm, Water)
- Zoning

Additionally, GHA developed a web-mapping application for the Village of Grayslake, which is available to village staff using a secure login on desktop computers and mobile devices. The application is hosted on GHA's secure servers. GHA handles all updates and maintenance as needed.



PUBLIC WORKS ASSET MANAGEMENT, GIS INTEGRATION

Round Lake Beach, IL

CLIENT

Village of Round Lake Beach

LOCATION

Round Lake Beach, IL

PROJECT FEATURES

Updated Zoning Map
GIS with Custom Applications
Reliable Base Data

SCOPE OF SERVICES

- Data Sharing Agreements
- Custom Application Development
- GIS

REFERENCE

Scott Hilts

Village Administrator

Village of Round Lake Beach
1937 Municipal Way
Round Lake Beach, IL 60073
847.546.2351
SHilts@roundlakebeachil.gov

"The move to digital platforms with GIS has not only streamlined our workflow but fundamentally changed how we manage and update utility information."

- Scott Hilts



PROJECT OVERVIEW

For more than 10 years, GHA has been providing GIS services to Round Lake Beach, enhancing their public works asset management, and modernizing their infrastructure management strategies. Their commitment to advancing public works asset management is evident in their adoption of advanced GIS technologies.

GHA's collaboration with Round Lake Beach showcases our proficiency in utilizing GIS technology for public works asset management. In this partnership, our GIS division plays a crucial role by managing and storing the critical data that enables GHA's Facilities and Utilities Management (FUM) Division to efficiently perform essential maintenance tasks for Round Lake Beach. This data is instrumental for executing key maintenance tasks such as hydrant flushing, grease trap inspections, and water valve monitoring.

By integrating applications, Round Lake Beach significantly improved its operational processes. Collectively, these enhance task coordination, provide innovative mobile solutions for field data capture, create detailed and accurate surveys, and offer real-time data visualization for informed decision-making.

By incorporating GIS into our services, GHA helped to address labor market challenges, marked by shortages in key areas such as public works. This integration has been key to advancing solutions, ensuring efficient workforce utilization, and continuous delivery of quality services for clients like Round Lake Beach.

APPENDIX A



Education

Bachelor of Arts,
Geography with
emphasis on GIS,
University of Colorado,
2007

Licenses & Certifications

GISP #67922

Project Manager

Gregory A. Newton, GISP

Director of Geospatial Services

Gewalt Hamilton Associates, Inc.

Direct: 847.821.6265 | GNewton@GHA-Engineers.com

Experience

Mr. Newton is Director of GHA's Data Collection and Geospatial Divisions and often works within GHA's Municipal Division to manage mapping support, web mapping applications, data analysis, and general GIS services. Responsibilities include management of online mapping services, utility and endangered species mapping for private and municipal clients, and provides mapping and data analysis in support of engineering design and planning projects.

Mr. Newton also assists in planning software upgrades and researching advancing technologies, as well as maintaining GHA's online mapping server.

Municipal GIS Services

Services include utility mapping and analysis, road maintenance programs, village and parcel boundary adjustments, village zoning and floodplain mapping, transportation analysis, creating and maintaining village spatial data and web mapping applications.

GIS Online Mapping Development

Mr. Newton is responsible for developing and maintaining GIS web mapping applications for many of GHA's municipal clients. These applications allow user friendly access to spatial data maintained by GHA, including utility, parcel, floodplain, and zoning data.

Representative Projects

Habitat Conservation Plan – Cook, DuPage & Will Counties, IL

Mr. Newton provided mapping services for a collaborative Habitat Conservation Plan for a public utility company to satisfy the requirements of a Section 10 Permit with the U.S. Fish and Wildlife Agency. The project analyzed potential impacts to wetlands, as well as threatened/endangered species and their habitats. The mapping product detailed existing habitat and location of known species and the potential "take" of the listed species.

Stormwater Utilities Projects – Various Communities in Tennessee and Colorado

Responsibilities included project planning, layer creation and analysis, spatial analysis, mapping, geodatabase management and analysis, macro construction, data cleanup and finalization, and quality control. Performed database queries in MS Access using SQL and built-in functions. Worked within and maintained a SDE, creating and editing features as well as archiving.

Flood Hazard Mitigation Plans – Various Counties in Kansas

Responsibilities included creating flood models using HAZUS-MH MR3, analyzing and mapping models in relation to critical facilities, and writing analytical reports. Performed MS Access queries to sort and analyze critical facilities and flood data.

Digital Flood Insurance Rate Maps (DFIRM) Projects – Mojave County, Arizona

Mr. Newton was responsible for DFIRM Panel Creation, batch panel exporting using a macro built from a VB script and a DFIRM Panel Generator macro, Letter of Map Revision (LOMR), geocoding, and editing multiple floodplain layers for the entire county. All DFIRM features and data were created and edited in an SDE.

Various Stormwater Projects

Provided GIS data gathering, sorting, analyzing, and mapping services in support of calculations for large-scale floodplain studies, base flood elevation studies and stormwater management reports for residential and commercial developments, storm sewer design, zoning map creation, and demographic reports.

**Education**

Drone Technology and Applications Certificate, Harper College, 2021

GIS Certificate, Elmhurst College, 2011

Bachelor of Urban Planning and Development Ball State University, 2010

Licenses & Certifications

FAA Remote Certified Drone Pilot

Jon Sedey**Geospatial Manager**

Gewalt Hamilton Associates, Inc.

Direct: 847.478.9700 | JSedey@GHA-Engineers.com

Experience

Mr. Sedey is the GIS Manager of GHA's Geospatial Division who supports companywide geospatial initiatives, projects, and staff. He manages, designs, operates, oversees, and maintains the company's GIS data stores, servers, and applications. Coordinates GIS efforts among all company Divisions and provides assistance and guidance to GIS-related projects.

Background

Mr. Sedey has 13 years of experience and understands project scope, development objectives and client's business environment to ensure enterprise solution meets customer needs. Researches, plans, develops, and designs in collaboration with project teams' complex technical solution(s) that improve business efficiency and delivers a robust and scalable integrated system. Diverse experience in enterprise process and system improvements, designing and implementing data, creating high quality deliverables, and training end users on solutions for desktop and mobile applications.

Consulting

Prior to joining GHA, Mr. Sedey spent eight years as a geospatial consultant. During that time, he was responsible for requirements analysis and documentation, functional design development and implementation and end user training for ArcGIS Pro and Portal to implement Esri's Utility Network. Furthermore, he managed data acquisition and distribution, technological projects and fiscal year goals for multiple Chicagoland communities which include the City of Lake Forest, the Village of Buffalo Grove, and the Village of Wilmette.

Representative Projects***South Jersey Industries (SJI)***

SJI decided that one GIS would be used by the entire company and selected Esri's ArcGIS platform. Locana (formerly known as Critigen) implemented the GIS. Among the platform capabilities implemented were ArcGIS Utility Network; UPDM; ArcGIS Monitor; and mobile solutions using the out-of-the-box Enterprise Solutions.

NiSource

One of the largest utility providers in the country, NiSource manages and maintains millions of customer records spanning five states. Moving towards a centralized GIS Enterprise solution, we migrated data from multiple sources into a single database solution to support a multi-user editing environment. In addition to deploying Esri's Utility network for both gas and electric customers, we deployed mobile field solutions for over four thousand workers.

**Education**

Bachelor of Science in
Biology – Ecology
Emphasis, Minor in
Geographic Information
Systems, University of
Wisconsin - Whitewater

Licenses

SPIDAcad 7.0.4
ArcMap – ArcFM
NAASCO PACP, LACP, &
MACP #P0036658-
032022

Certifications

Deploying & Maintaining
a Multiuser Geodatabase

Implementing Versioned
Workflows in a Multiuser
Geodatabase

GIS Database Administrator**Zach Zimmerman****GIS Analyst**

Gewalt Hamilton Associates, Inc.

Direct: 847.821.6289 | ZZimmerman@GHA-Engineers.com

Experience

Mr. Zimmerman is a GIS Analyst in GHA's Geospatial Services Division and works within GHA's Municipal Division to help create / implement mapping support, web mapping applications, data analysis, and general GIS services. Responsibilities include creation and maintenance of online mapping services, utility, and endangered species mapping for private and municipal clients. Zach also provides mapping and data analysis in support of engineering design and planning projects as needed. Throughout his career, Zach has demonstrated the highest levels of service and commitment to the mission of providing a high-quality product to our clients while still adhering to the values of integrity, dedication, and passion that GHA strongly encourages.

Municipal GIS Services & GIS Online Mapping Development

Mr. Zimmerman is responsible for administering, developing, and managing ArcGIS online web applications and to provide on-call client support when needed for many of GHA's municipal clients. These applications allow user friendly access to spatial data maintained by GHA, including utility, parcel, floodplain, and zoning data. Services include utility mapping and analysis, road maintenance programs, village and parcel boundary adjustments, village zoning and floodplain mapping, transportation analysis, creating and maintaining village spatial data and web mapping applications. Additional documentation and/or training materials have been created to better facilitate team understanding and efficiency.

SQL Enterprise Geodatabase Administration & Development

As a GIS Analyst & Database Administrator, Zach is responsible for the development and design of MS SQL Server Enterprise Geodatabases. He is responsible for the development of database user login accounts and manages database roll assignments for all users. Zach is also responsible for maintaining geodatabase integrity with ESRI geoprocessing tools. He designed a versioning workflow that ensures data quality and accuracy for database administrators and users.

Zach has provided GIS services for the following municipalities:

- Antioch Township
- Village of Barrington
- Village of Glenview (Northfield Woods Sanitary District)
- Village of Grayslake
- Village of Lindenhurst
- Village of Orland Park
- Village of Northfield
- Village of Round Lake Beach

- Village of Streamwood
- City of Prospect Heights

Municipal GIS Utility Services – Specific Project Experience

Village of Barrington

As a GIS Analyst, Zach updated storm, sanitary, and water utility features for the Village of Barrington. Roughly 1000 structures were GPS'd, Scanned/Dipped, and then integrated into the Village's existing GIS system. Zach was responsible for importing field data, updating feature attributes/feature placement, and quality control. He also provided quality control for team members production throughout the project.

Village of Lindenhurst

Zach was responsible for maintaining storm, sanitary, & water utility network improvements. All feature updates were completed using as-built sources provided by the Village of Lindenhurst Public Works Department. Zach also provided web application utility updates and performed quality control of all utility updates. Zach created utility maps for Village staff as needed.

Village of Northfield

Zach was responsible for maintaining storm, sanitary, & water utility network improvements. All feature updates were completed using as-built sources provided by the Village of Northfield Public Works Department. Zach also provided web application utility updates and performed quality control of all utility updates. Zach created utility maps for Village staff as needed.

Northfield Woods Sanitary District

Zach was responsible for maintaining sanitary utility network improvements. All feature updates were completed using as-built sources provided by the NWSD. Zach also provided web application utility updates and performed quality control of all utility updates. Zach created utility maps for Village staff as needed.

Village of Round Lake Beach

Zach was responsible for maintaining storm, sanitary, & water utility network improvements. All feature updates were completed using as-built sources provided by the Village of RLB Public Works Department. Zach also provided web application utility updates and performed quality control of all utility updates. Zach created utility maps for Village staff as needed.

City of Prospect Heights

Zach was responsible for maintaining storm, sanitary, & water utility network improvements. He also worked with electric utility data to map streetlight feature network updates. All feature updates were completed using as-built sources provided by the CPH Public Works Department. Zach also provided web application utility updates and performed quality control of all utility updates. Zach created utility maps for Village staff as needed.

Pacific Gas & Electric Company

As a GIS Technician 3 for the Pacific Gas and Electric Company (PG&E) Electric Distribution GIS DC15 Work Order As built and Electric Distribution GIS PC26 Work Order Proposed Finalization projects, Zach supported the initial electric

installation, updating electric feature attributes and feature placement per field source materials; and the electric installation quality control, checking completed work orders for feature placement and attribute accuracy per team objectives. Zach maintained a DC15 Initial Install & Quality Control accuracy of 98% correct per work order. He also maintained a PC26 Proposed Install & Quality Control accuracy of 97% correct per work order.

Southern Maryland Electric Cooperative - Electric Distribution Conflation

As a GIS Technician III for the SMECO ED Conflation project, Zach placed electric utility distribution features per collected field source materials. Zach managed and coordinated UDC project team progress. Zach provided quality control for team members production throughout the project.

Southern Maryland Electric Cooperative - Field Asset Inventory

As a GIS Technician 3 for the SMECO FAI project, Zach helped manage and coordinate field technician(s) collection progress with the technician(s) and the client.

Osmose Utilities Services, Inc. - RPU Pole Load Analysis

As a GIS Technician 3 for the OSMOSE RPU PLA project, Zach verified utility pole attachments per field source materials. Zach also performed pole loading analysis processes per client file design standards using SPIDAcalc 7.0.4 and IKE Office.

Dominion Energy - Forestry ROW Corridor

As a GIS Technician 3 for the Dominion - Forestry ROW project, Zach managed the SDE database and technician production versions. He created daily technician tracking and master project tracking spreadsheets. He also wrote the project specification guidelines, provided all team training, and provided production feedback as needed. He prepared client deliveries and completed tasks for his project manager as needed.

**Education**

Bachelor of science-BS,
Geography/Urban
planning, University of
Wisconsin-Whitewater,
2009

**Licenses &
Certifications**

FAA Remote Certified
Drone Pilot

Geospatial Field Technician**Tim Dabbs****Geospatial Technician**

Gewalt Hamilton Associates, Inc.

Direct: 262-771-4563 | TDabbs@GHA-Engineers.com

Experience

Mr. Dabbs is a Geospatial Technician within GHA's Geospatial Division. He supports companywide geospatial projects and spends a lot of time in the field gathering the data that feeds our GIS services. Mr. Dabbs also assists with the backend GIS build outs after the data is gathered.

Background

Mr. Dabbs has more than 20 years of experience in the industry. He comes from a background of residential development, civil engineering inspections and commercial real estate data tracking and analysis. He is versatile and able to assist other divisions within GHA when needed.

Prior to joining GHA, Mr. Dabbs spent 13 years as a commercial real estate data/GIS technician. During that time, he was responsible for gathering data on the commercial real estate market throughout the Midwest and continuing to build out the commercial real estate database/GIS. He also spent time as a civil engineering inspector where he tracked and inspected municipal civil projects. He started his career as a residential development construction coordinator. There he assisted with the development process for residential subdivisions and worked closely with municipalities and contractors.

Major Projects**Urbana Sanitary & Storm Sewer Collection**

- Accurate GPS locating for 10,000+ structures.
- Assist with inspections of all structures.
- Assign tasks within workforce.
- Assist with GIS integration.

Wheeling Storm Sewer Data Collection

- Accurate GPS locating for 8,000+ storm sewer structures.
- Assist with GIS integration.



Education

Bachelor of Science in
Biology, Governors State
University

Licenses & Certifications

GISP #161799

Wendy Leonard

GIS Analyst II

Gewalt Hamilton Associates, Inc.

Direct: 224.352.2752

wleonard@GHA-Engineers.com

About

As a GIS Analyst in GHA's Geospatial Division, Ms. Leonard significantly contributes to the success of GIS projects across the company. In her role, Ms. Leonard plays a key role in developing GIS web applications and conducting complex data analytics to enhance the company's geospatial capabilities and inform decision-making processes.

Background

Ms. Leonard is a highly experienced GIS Analyst with nearly a decade of experience. She brings a wealth of knowledge and expertise to her role at GHA's Geospatial Division, where she specializes in all things geospatial, data management, and data analytics. Throughout her career, Ms. Leonard has developed a deep understanding of the intricacies involved in geospatial systems, enabling her to effectively tackle challenges and drive successful project outcomes. Her extensive experience and skill set make her an invaluable asset to any team she joins.

Conservation & Planning

Before joining GHA, Ms. Leonard worked in conservation GIS and planning. She applied her geospatial expertise to support environmental initiatives and projects, working with various organizations focused on preserving and protecting natural habitats and resources. In her previous roles, Ms. Leonard played an integral part in developing strategies and mapping solutions that facilitated informed decision-making and drove successful conservation efforts. She has worked for both the Will and DuPage Forest Preserve Districts.

Representative Projects

Blanding's Turtle Monitoring

Ms. Leonard developed custom GIS web application to help aid the monitoring of the Endangered Blanding's Turtle (*Emydoidea blandingii*). She collaborated with county and State herpetologist to create solutions for tracking and recording the presence of turtles. The application allowed for additional volunteers and ecologists to collaborate in the project.

Accessible Trails Initiative

Ms. Leonard surveyed over one hundred miles of trails in Will County as part of a trail accessibility initiative. Using her analytic skill set she cleaned, processed, and performed quality control on the dataset collected. The data was utilized to create ADA signage at each trailhead throughout the county.

C. Proposal

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

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

GIS Services – January 1, 2025 – December 31, 2025	\$93,000.00
GIS Services – January 1, 2026 – December 31, 2026	\$96,000.00
GIS Services – January 1, 2027 – December 31, 2027	\$99,000.00
GIS Services – January 1, 2028 – December 31, 2028	\$102,000.00
GIS Services – January 1, 2029 – December 31, 2029	\$105,000.00

Aerial Imagery (Village Boundaries) – 2026	\$ 18,000.00 (Survey Drone Flight Option)
Aerial Imagery (Village Boundaries) – 2028	\$ 19,000.00 (Survey Drone Flight Option)
OR – Annual Subscription	\$ 5,000.00
Aerial Imagery Source:	Nearmap Subscription

One Foot Contour Data (Village Boundaries) – 2029	\$ 0 (Included with Survey Drone Flight fees above)
OR – Annual Subscription	\$0
Contour Imagery Source:	USGS Lidar Data

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

**ATTACHMENT A TO GEWALT HAMILTON ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT**

1. Standard of Care. The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonably performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time when and the place where the services are provided. GHA will use reasonable care to comply with applicable codes and laws in effect at the time its services are provided.

2. Duration of Proposal. The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of the date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. The fees and terms of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall be subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement as provided for herein.

3. Client Information. Client shall provide GHA with all project criteria and full information for its Scope of Basic Services. GHA may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultants, contractors and subcontractors, without independently verifying that information.

4. Payment. Payments are due within 30 calendar days after a statement is rendered. Statements not paid within 60 calendar days of the end of the calendar month when the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. The provision for the payment of interest shall not be construed as authorization to pay late. Failure of the Client to make payments when due shall, in GHA's sole discretion, be cause for suspension of services without breach or termination of this agreement. Upon notification by GHA of suspension of services, Client shall pay in full all outstanding invoices within 7 calendar days. Client's failure to make such payment to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled to reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitations, attorney's fees and costs. GHA shall have no liability for any claims or damages arising from either suspension or termination of this Agreement due to Client's breach. The Client's obligation to pay for GHA's services is in no way dependent upon the Client's ability to obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client's completion of the project.

5. Instruments of Service. The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and all documents or electronic data, are instruments of service. GHA shall retain ownership rights over all original documents and instruments of service. All instruments of service provided by GHA shall be reviewed by Client within 10 calendar days of receipt. Any deficiencies, errors, or omissions the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Services. Failure to provide such notice shall constitute a waiver. The Client shall not reuse or make, or permit to be made, any modifications to the instruments of service without the prior written authorization of GHA. The Client waives all claims against GHA arising from any reuse or modification of the instruments of service not authorized by GHA. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any liability, damage, or cost, including attorneys' fees, arising from the unauthorized reuse or modification of the instruments of service by any person or entity. The parties agree that if elements of the Scope of Basic Services identified in this Agreement are reduced and/or eliminated by Client, then Client waives, releases and holds GHA harmless from all claims and damages arising from those reduced and/or eliminated services. If GHA's Scope of Basic Services does not include construction administration phase services, Client assumes responsibility for interpretation of the instruments of service and construction observation, and waives all claims against GHA for any act, omission or event connected thereto. Unless included in GHA's Scope of Basic Services, GHA shall not be liable for coordination with of the services of Client's other design professionals.

6. Electronic Files. The Client acknowledges that differences may exist between the electronic files delivered and the printed instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and the electronic files, the signed / sealed instruments of service shall control. GHA's electronic files shall be prepared in the current software GHA uses and will follow GHA's standard formatting unless the Scope of Basic Services requires otherwise. Client accepts that GHA makes no warranty that its software will be compatible with other systems or software.

7. Applicable Codes. The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possibly contradictory, interpretations. Client accepts that GHA does not warrant or guarantee that the Client's project will comply with interpretations of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for added project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulations applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completion of GHA's instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to comply with such interpretations. Client shall also compensate GHA for additional fees required to revise the instruments of service if Client changes the project scope after GHA's completes its instruments of service.

8. Utilities and Soils. When the instruments of service include information pertaining to the location of underground utility facilities or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained from visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or nature of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnished by third parties respecting utilities, underground conditions and soils without performing any independent verification. Contractor is solely responsible for utility locations, their markings in the field and their placement on the plans based on information they provided. Client agrees GHA is not liable for damages resulting from utility conflicts, mistaken utility locates, unfavorable soils, and concealed or unforeseen conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If not included in the Scope of Basic Services, such work will be compensated as additional services.

9. Opinion of Probable Construction Costs. GHA's Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecting construction costs.

10. Contractor's Work. Client agrees that GHA does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA is not responsible for the supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work, or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor is solely responsible for jobsite and worker safety and warrants that this intent shall be included in the Client's agreement with all prime contractors. The Client agrees that GHA and GHA's personnel and consultants (if any) shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in the performance of their work, and shall also be named as an additional insured on the Contractor's and subcontractors' general liability insurance policy. Client warrants that this intent shall be included in the Client's agreement with all prime contractors. If the responsible prime contractor's agreement fails to comply with the Client's intent, then the Client agrees to assume the duty to defend and indemnify GHA for claims arising out of the Contractor's or subcontractors' negligence, errors or omissions in the performance of their work.

11. Contractor Submittals. Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GHA's consideration of a component does not constitute acceptance of an assembled item.

12. Hazardous Materials. Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contaminants or pollutants.

13. Record Drawings. If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.

14. Disputes. Client agrees to limit GHA's total aggregate liability to the Client for GHA's alleged acts, errors or omissions to \$50,000 or the amount of GHA's paid fees for its services on the project, whichever is greater. GHA's liability to Client shall be limited to twelve months from the last invoice submitted to Client by GHA, regardless of payment by Client. GHA makes no guarantees or warranties, either expressed or implied, including any warranty of habitability or fitness for a particular purpose. The parties agree to waive all claims against the other for any and all consequential damages, including attorneys' fees. The parties agree to waive against each other all rights and claims otherwise covered by property insurance, by builder's risk insurance or by all risk insurance, including but not limited to subrogation rights regardless of whether the claims arise during or post-construction and regardless of final payment to GHA.

All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute shall be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GHA mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessful, litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was pending. The controlling law shall be the law of the jurisdiction where the project was located. Client agrees that all causes of action under this Agreement shall be deemed to have accrued and all statutory limitations periods shall commence no later than the date of GHA's services being substantially completed. Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GHA's owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

15. Miscellaneous. Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.

GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE:
2024

The following rates will remain in effect until December 31, 2024, at which time they are subject to an annual increase:

PRINCIPAL	\$ 230.00	ENGINEER TECHNICIAN V	\$ 180.00
SENIOR PROJECT MANAGER II	\$ 216.00	ENGINEER TECHNICIAN IV	\$ 152.00
SENIOR PROJECT MANAGER I	\$ 200.00	ENGINEER TECHNICIAN III	\$ 140.00
PROJECT MANAGER II	\$ 180.00	ENGINEER TECHNICIAN II	\$ 120.00
PROJECT MANAGER I	\$ 160.00	ENGINEER TECHNICIAN I	\$ 92.00
ENGINEER VI	\$ 190.00	LANDSCAPE ARCHITECT	\$ 160.00
ENGINEER V	\$ 174.00	DATA MANAGER	\$ 148.00
ENGINEER IV	\$ 162.00	DATA TECHNICIAN III	\$ 140.00
ENGINEER III	\$ 152.00	DATA TECHNICIAN II	\$ 126.00
ENGINEER II	\$ 140.00	DATA TECHNICIAN I	\$ 96.00
ENGINEER I	\$ 130.00	CAD MANAGER	\$ 194.00
LAND SURVEYOR IV	\$ 190.00	CAD TECHNICIAN III	\$ 140.00
LAND SURVEYOR III	\$ 158.00	CAD TECHNICIAN II	\$ 124.00
LAND SURVEYOR II	\$ 140.00	CAD TECHNICIAN I	\$ 94.00
LAND SURVEYOR I	\$ 128.00	ADMINISTRATIVE II	\$ 96.00
GIS TECHNICIAN IV	\$ 180.00	ADMINISTRATIVE I	\$ 84.00
GIS TECHNICIAN III	\$ 150.00	ACCOUNTING MANAGER	\$ 176.00
GIS TECHNICIAN II	\$ 120.00	ACCOUNTING II	\$ 134.00
GIS TECHNICIAN I	\$ 100.00	ACCOUNTING I	\$ 120.00
ENVIRONMENTAL CONSULTANT II	\$ 138.00		
ENVIRONMENTAL CONSULTANT I	\$ 132.00		

Services provided under this Agreement will be billed according to the rates in effect at the time services are rendered.



ITEM 9.A.2.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
August 13, 2024

SUBJECT: Franchise Agreement Renewal - Comcast of Illinois VI, LLC

FROM: Thomas Gilbert, Information Technology Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board adopt Ordinance S-1705, An Ordinance Approving and Authorizing a Cable Television Franchise Agreement By and Between the Village of Oak Brook, Illinois and Comcast of Illinois VI, LLC and further authorizing the Village Manager to sign the multi-year agreement.

Background/History:

Over a decade ago, the Metropolitan Mayors Caucus, in collaboration with the DuPage Mayors and Managers Conference, developed a template franchise agreement with Comcast to streamline the process for both municipalities and Comcast. Attached is the latest model document, customized for the Village of Oak Brook. In January 2023, Village staff initiated the renewal process for the current Comcast agreement. With the existing franchise agreement set to expire on April 21, 2023, staff recommends that the Village Board renew Comcast's franchise for a five-year term and authorize the attached agreement to take effect on August 14, 2024.

Comcast will continue to pay the Village a Franchise Fee amounting to five percent (5%) of annual gross Revenues derived from the operation of the Cable System within the Franchise Area. Currently, the Cable Act caps the Franchise Fee at five percent (5%) of gross revenues. Should changes to the Cable Act permit an increase above this cap, the agreement stipulates that the Village shall hold a public hearing to determine whether to collect the additional amount.

The franchise agreement delineates the specific terms and conditions for Comcast of Illinois VI, LLC as the franchise holder, including:

- Granting a non-exclusive right to construct, operate, maintain, and extend its cable system, utilizing public ways within the Village for these purposes.
- A franchise term of five years.

- Payment of a franchise fee of 5% of gross revenues.
- An annual provision allowing the Village to audit Comcast's records by providing a complete list of addresses within the Village.
- Provision of one free standard installation of basic service to Village facilities and all public and private schools in the Village.
- Installation standards, including time frames for burying service drops and cables.
- Customer service standards, such as annual notifications of prices, services, options, policies, billing, telephone service, installations, outages, and service calls.
- A listing of franchise violations, including hearing and notice provisions, and damages to be assessed if violations occur.

Recommendation:

That the Village Board adopt Ordinance S-1705, An Ordinance Approving and Authorizing a Cable Television Franchise Agreement By and Between the Village of Oak Brook, Illinois and Comcast of Illinois VI, LLC. and further authorizing the Village Manager to sign the multi-year agreement.

Attachments:

1. ComcastFranchiseOrd
2. Comcast Oak Brook Franchise final for execution 8-2-24

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE

2024-COMCAST-FRNCHS-AG-EX-S-1705

AN ORDINANCE
APPROVING AND AUTHORIZING A CABLE TELEVISION
FRANCHISE AGREEMENT BY AND BETWEEN THE VILLAGE
OF OAK BROOK, ILLINOIS AND COMCAST OF ILLINOIS VI,
LLC

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 13th day of August 2024

ORDINANCE NO. 2024-COMCAST-FRNCHS-AG-EX-S-1705

AN ORDINANCE

APPROVING AND AUTHORIZING A CABLE TELEVISION FRANCHISE AGREEMENT BY
AND BETWEEN THE VILLAGE OF OAK BROOK, ILLINOIS AND COMCAST OF ILLINOIS VI,
LLC

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

WHEREAS, the Metropolitan Mayors Caucus, in collaboration with the DuPage Mayors and Managers Conference, developed a template franchise agreement with Comcast to streamline the process for both municipalities and Comcast;

WHEREAS, Staff recommends the Corporate Authorities authorize and approve the Cable Television Franchise Agreement (the "Agreement") with Comcast Illinois VI, LLC, substantially in the form attached hereto and incorporated herein as Exhibit A;

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

NOW, THEREFORE, BE IT 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

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

Section Three – Authorization and Direction

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

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this Ordinance and otherwise to consummate the transactions contemplated herein and shall take all actions necessary in

conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Authorization of Expenditures

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

Section Six - Acts of Village Officials

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

Section Seven – Effective Date

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

Section Eight - Publication

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

Section Nine – Conflict Clause

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

Section Ten – Saving Clause

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

Section Eleven – 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 13th day of August 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 13th day of August 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Agreement

CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
VILLAGE OF OAK BROOK, ILLINOIS
And
COMCAST OF ILLINOIS VI, LLC

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the Village of Oak Brook, Illinois (hereinafter, the “Village”) and Comcast of Illinois VI, LLC, (hereinafter, “Grantee”) this _____ day of _____, 2024 (the “Effective Date”).

The Village, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Franchise Agreement is entered into by and between the parties under the authority of the Cable Act and the Illinois Municipal Code, as amended from time to time, and shall be governed by the Cable Act and the Illinois Municipal Code; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

“Cable Operator” means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or “Service” means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the

television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“Customer” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the Village, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the Village as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois VI, LLC.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the Village’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known

as the “Pasadena Decision,” *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues*, CSR 5282-R, *Memorandum Opinion and Order*, 16 FCC Rcd. 18192 (2001), and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

“Initial Franchise Service Area” means that portion of the Franchise Area served by the Grantee’s Cable System as of the Effective Date of this Franchise Agreement.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Village.

"Public Way" shall mean the surface of and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the Village in the Franchise Area, to the extent that the Village has the right and authority to authorize, regulate, or permit the location of facilities other than those of the Village. Public Way shall not include any real or personal Village property that is not specifically described in this definition and shall not include Village buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

“Standard Installation” means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

“Video Programming” or “Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

“Village” means the Village of Oak Brook, Illinois or the lawful successor, transferee, designee, or assignee thereof.

SECTION 2: Grant of Authority

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), and 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, and Village of Oak Brook Ordinance No. _____ approving and authorizing the execution of this Agreement, the Village hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be five (5) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the

Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee's Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the Village of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the Village pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Village to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Village, or (C) be construed as a waiver or release of the rights of the Village in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the Village grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the Village proposing to serve the Franchise Area, in whole or in part, the Village shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

2.6.3. Provided that appropriate vehicle safety markings have been deployed, Grantee's vehicles shall be exempt from parking restrictions of the Village while used in the course of installation, repair and maintenance work on the Cable System.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Title 8, Chapter 6, entitled "Construction of Facilities in the Rights-of-Way," of the Village Code of the Village of Oak Brook, Illinois as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without

technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the Village requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the Village shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

SECTION 4: Service Obligations

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear Cable System network mile as measured from the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. Extension of System/Service. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose

an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the Village in conducting inspections related to these standards upon reasonable prior written request from the Village based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the Village shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the Village shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the Village's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time as agreed upon by the Village and Grantee, to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The Village may request that Grantee provide Cable Service and the corresponding equipment to the location(s) specified in Attachment A and shall specify the requested level of services and number of outlets for each location. Upon written notice to Grantee, the Village may unilaterally amend Attachment A to add or remove locations provided any additional locations are "eligible" under 220 ILCS. 5/22 501(f). The Village shall notify Grantee in writing whether it wishes to be invoiced at standard rates as disclosed by Grantee for these services and equipment or to have the charges deducted from the franchise fee payment due pursuant to this franchise. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus

materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an “Emergency Alert System” (“EAS”) consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the “State of Illinois Emergency Alert System State Plan” – as may be amended from time to time. The Village must become qualified and authorized to activate the EAS, through the authorized State EAS plan. The Village agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the Village, its employees or agents in using such system.

4.8. Customer Service Obligations. The Village and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 et seq. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 et seq.

SECTION 5: Oversight and Regulation by Village

5.1. Franchise Fees. The Grantee shall pay to the Village a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. Increase in Franchise Fee. The Parties acknowledge that, at present, the Cable Act limits the Village to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the Village to increase the Franchise Fee above five percent (5%), the Village shall hold a public hearing and determine if the Village should collect the additional amount. Following the determination, the Village shall notify the Grantee of its intent to collect the increased Franchise Fee and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the Village) to effectuate any changes necessary to begin the collection of such increased Franchise Fee, or notify the Grantee of its intent to not collect the increased fee. In the event that the Village increases said Franchise Fee, the Grantee shall notify its Subscribers of the Village’s decision to

increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. Decrease in Franchise Fee. In the event a change in state or federal law requires the Village to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the Village pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the Village approves the amendment by ordinance; and (c) the Village notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term “Franchise Fee” does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit.

5.2.1. The Village and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.2.2. In accordance with 65 ILCS 5/11-42-11.05 (k), the Village shall provide on an annual basis, a complete list of addresses within the corporate limits of the Village. If an address is not included in the list or if no list is provided, the Grantee shall be held harmless for any franchise fee underpayments (including penalty and interest) from siting errors.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees or PEG Capital Fees as set forth in Sections 5.2 and 8.5. The Village agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Village that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority’s representative. In the event that the Village has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Village shall notify Grantee of such request and cooperate with

Grantee in opposing such request. Grantee shall indemnify and defend the Village from and against any claims arising from the Village's opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the Village with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the Village, shall not be a violation of this Section.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the Village containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the Village shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Village has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the Village may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the Village's consent thereto in the manner described in Section 6 above.

SECTION 7: Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the Village certificates of insurance

in accordance with Title 8, Chapter 6 of the Village Code of the Village of Oak Brook, Illinois, as may be amended from time to time.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the Village, its officers, employees, and agents (the “Indemnitees”) from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney’s fees and costs of suit or defense (the “Indemnification Events”), arising in the course of the Grantee constructing and operating its Cable System within the Village. The Grantee’s obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The Village shall give the Grantee timely written notice of its obligation to indemnify and defend the Village after the Village’s receipt of a claim or action pursuant to this Section. For purposes of this Section, the word “timely” shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the Village. If the Village elects in its own discretion to employ additional counsel, the costs for such additional counsel for the Village shall be the responsibility of the Village.

7.2.1. The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from any conduct for which the Village, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee’s duty to indemnify the Village by reference to the limits of insurance coverage described in this Agreement.

SECTION 8: Enforcement of Franchise

8.1. Notice of Violation or Default. In the event the Village believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

8.2. Grantee’s Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the Village’s written notice: (A) to respond to the Village, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Village of the steps being taken and the projected date that the cure will be completed.

8.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 8.2 above, in the event the Village determines that the Grantee is in default of any material provision of the Franchise, the Village may:

8.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

8.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Village shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Village has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The Village shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Village shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the Village shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the Village shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 9.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the Village's decision.

8.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 8, the Grantee acknowledges the Village's ability pursuant to Section 4.8 of this Franchise Agreement and the Illinois Cable and Video Customer Protection Law to adopt requirements, standards, and penalties for non-compliance with such requirements and standards, as well as non-compliance with the Illinois Cable and Video Customer Protection Law, provided that any such requirements, standards, and penalties are consistent with the Illinois Cable and Video Customer Protection Law. Grantee further acknowledges that in addition to the remedies set forth in this Section 8, the Village may enforce any and all remedies available if Grantee violates any provision of Title 8, Chapter 6 of the Village Code of the Village of Oak Brook, Illinois. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Village to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the Village.

SECTION 9: Miscellaneous Provisions

9.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work

delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

9.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Village:

Village of Oak Brook
1200 Oak Brook Road
Oak Brook, IL 60523
ATTN: Village Manager

To the Grantee:

Comcast
2001 York Road
Oak Brook, IL 60523
ATTN: Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

9.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the Village and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

9.3.1. The Village may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

9.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the

Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

9.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

9.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, DuPage County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

9.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Village and the Grantee, which amendment shall be authorized on behalf of the Village through the adoption of an appropriate ordinance or resolution by the Village, as required by applicable law.

9.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

9.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

9.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

9.11. Authority to Sign Agreement. Grantee warrants to the Village that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the Village that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the Village of Oak Brook, Illinois:

For Comcast of Illinois VI, LLC:

By: _____

By: _____

Name: _____

Name: Chris Smith

Title: _____

Title: Regional Senior Vice President

Date: _____

Date: _____

Attachment A.

Village of Oak Brook Existing Complimentary Accounts

Location	Address		
POLICE DEPT, OAK BROOK	1200 OAK BROOK RD OFC 3	OAK BROOK	I L
BATH&TENNIS CLUB, OAKBROOK	800 OAK BROOK RD	OAK BROOK	I L
FIRE DEPT, OAK BROOK	725 ENTERPRISE DR	OAK BROOK	I L
VILLAGE HALL, OAK BROOK	3003 JORIE BLVD	OAK BROOK	I L
GOLF AND MAINTEN, OAK BROOK	810 OAK BROOK RD	OAK BROOK	I L
FIRE DEPT, OAK BROOK	1200 OAK BROOK RD	OAK BROOK	I L



OAK BROOK
Illinois

ITEM 9.A.3.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
August 13, 2024

SUBJECT: Surplus Property

FROM: Rania Serences, Purchasing and Budgeting Coordinator

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board adopt the attached ordinance authoring the sale or donation or recycling or disposal of surplus items.

Background/History:

The attached ordinance authorizes the donation of the Motorola 4RE Squad Car Camera Systems, from the Police Department, that have been replaced with upgraded models. The Village will be donating the squad camera systems to the Burbank, Illinois Police Department. Staff will request a signed and attested release agreement from the Burbank Police Department prior to any equipment donation.

Recommendation:

Staff recommends that the Village Board adopt the attached ordinance authorizing the sale or donation or recycling or disposal of surplus items.

Attachments:

1. PDMotorolaSquadCameraSysOrd
2. PDMotorola4RESquarCarCameraSystemsReleaseAgrmnt

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE

2024-PP-S-1704

AN ORDINANCE AUTHORIZING THE SALE OR DONATION
OR RECYCLING OR DISPOSAL OF CERTAIN ITEMS OF
PERSONAL PROPERTY OWNED BY THE VILLAGE OF
OAK BROOK

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 13th day of August 2024

ORDINANCE 2024-PP-S-1704

AN ORDINANCE AUTHORIZING THE SALE OR DONATION OR RECYCLING OR
DISPOSAL OF CERTAIN ITEMS
OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF OAK BROOK

WHEREAS, in the opinion of a majority of the corporate authorities, it is no longer necessary or useful or in the best interests of the Village to retain the items of personal property listed below; and

WHEREAS, the Village wishes to dispose of said property by sale or donation or recycling or disposal.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK BROOK, DU PAGE AND COOK COUNTIES, ILLINOIS as follows:

Section 1: The foregoing recitals are incorporated herein as findings of the corporate authorities.

Section 2: Pursuant to 65 ILCS 5/11-76-4, the President and Board of Trustees find that the items listed below, now owned by the Village, are surplus property and are no longer necessary or useful to the Village and the best interests of the Village will be served by sale or donation or recycling or disposal.

Section 3: Pursuant to 65 ILCS 5/11-76-4, the Village Manager is hereby authorized and directed to dispose of the below items by sale or donation or recycling or disposal, as designated in Section 2.

Section 4: This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

Items to be donated to the Burbank, Illinois Police Department

Motorola 4RE Squad Camera Systems (DVR, Camera, Groove Devices, & Misc. Brackets & Cabling)		
DVR Serial #'s	Camera Serial #'s	Groove Devices Serial #'s
DVR2-067315	CAM7-126061	9016085FF5F/818/r2/US
DVR2-067496	CAM7-126041	901608A1981/818/r2/US
DVR2-066948	CAM7-126017	98F809936B99/849/r2
DVR2-067631	CAM7-126023	98F70954FCD4/831/r2/US
DVR2-067648	CAM7-126051	98F809FA84F1/849/r2
DVR2-067511	CAM7-126057	98F809F6781B/849/r2
DVR2-067467	CAM7-125904	D0220E4C4AED/116/USr2
DVR2-067322	CAM7-125740	98F80983C305/849/r2
DVR2-065047	CAM7-124059	859706FCFF68
DVR2-012292	CAM7-117689	D0210DD6A358/042/USr2

APPROVED THIS 13th day of August 2024

Laurence E. Herman
Village President

PASSED THIS 13th day of August 2024

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Netasha Scarpiniti
Village Clerk

RELEASE AGREEMENT

THE VILLAGE OF OAK BROOK (“Oak Brook”), ILLINOIS, an Illinois municipal corporation do hereby donate, assign, transfer, and set over to **BURBANK POLICE DEPARTMENT (“Burbank”), 5650 West 75th Place, Burbank, Illinois 60459**, the following described personal property, to wit:

MOTOROLA 4RE SQUAD CAMERA SYSTEMS (INCLUDES DVR, CAMERA, GROOVE DEVICES, & MISC. BRACKETS & CABLING)		
DVR Serial #'s	Camera Serial #'s	Groove Devices Serial #'s
DVR2-067315	CAM7-126061	9016085FF5F/818/r2/US
DVR2-067496	CAM7-126041	901608A1981/818/r2/US
DVR2-066948	CAM7-126017	98F809936B99/849/r2
DVR2-067631	CAM7-126023	98F70954FCD4/831/r2/US
DVR2-067648	CAM7-126051	98F809FA84F1/849/r2
DVR2-067511	CAM7-126057	98F809F6781B/849/r2
DVR2-067467	CAM7-125904	D0220E4C4AED/116/USr2
DVR2-067322	CAM7-125740	98F80983C305/849/r2
DVR2-065047	CAM7-124059	859706FCFF68
DVR2-012292	CAM7-117689	D0210DD6A358/042/USr2

AS IS, WHERE IS, with NO WARRANTIES OF ANY KIND.

1. **Condition of Motorola 4RE Squad Camera Systems; Disclaimer of Warranties and Release.** Burbank hereby acknowledges that it, or its employee(s), agent(s), or contractor(s), has the expertise necessary to inspect the Motorola 4RE Squad Camera Systems (“**Equipment**”). The Equipment is transferred to BURBANK AS IS, WHERE IS, AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, and INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Except for those representations specifically enumerated in paragraph 2 below, Burbank, for itself, its successor, agents, and assigns, hereby releases and forever discharges Oak Brook, its successors, assigns, affiliates, agents, employees and legal representatives from any and all claims, losses, and demands or liability of every kind, whether known or unknown, which Burbank has, or may have, arising out of Burbank’s use or ownership of the Equipment after the effective date of this Release Agreement and Burbank assumes all risk related to or arising from Burbank’s use or ownership of the Equipment after the effective date of this Release Agreement. This Release is binding upon Burbank, its successors, agents, employees, assigns and legal representatives, and inures to the benefit of Oak Brook and its successors, assigns, affiliates, agents, employees, and legal representatives.
2. **Donator Representations.** Oak Brook represents and warrants only that as of the date hereof, Oak Brook is the owner of the Equipment, free and clear of any lien, security interest or encumbrance, and that no financing statement covering said Equipment or any proceeds thereof is on file in any public office.

3. **Authority, Expertise.** Burbank represents that it has the appropriate authority to enter into this Release Agreement and appropriate expertise and technological knowledge to take ownership of the Equipment.

IN WITNESS WHEREOF, BURBANK AND VILLAGE have caused this Release Agreement to be duly executed and effective as of the date of full execution by both parties (the "Effective Date").

ATTEST:

VILLAGE OF OAK BROOK, ILLINOIS

By: Greg Summers, Village Manager

ATTEST:

BURBANK POLICE DEPARTMENT

By:

Its: _____

EFFECTIVE DATE:



ITEM 9.A.4.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
August 13, 2024

SUBJECT: Regulating Public Camping within the Village of Oak Brook

FROM: Joseph Mitchell, Assistant Village Manager
Greg Summers, Village Manager

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board approve Ordinance G-1257, An Ordinance Regulating Public Camping within Corporate Boundaries and Other Actions in Connection There With for the Village of Oak Brook, DuPage and Cook Counties, Illinois.

Background/History:

The issue of homelessness remains a critical concern across the United States, with over 600,000 people reported as homeless on a single night in 2023, according to the U.S. Department of Housing and Urban Development. In response, various state and local governments have enacted bans on public camping to address this complex issue. On June 28, 2024, the Supreme Court of the United States issued its Opinion in the matter of *City of Grants Pass, Oregon v. Johnson et al.* The underlying issue involved municipal authorities regulating camping on public property, specifically regarding homeless individuals.

Writing for the majority, Justice Neil Gorsuch contended that the Eighth Amendment, which bans cruel and unusual punishment, “serves many important functions, but it does not authorize federal authorities to dictate this Nation’s homelessness policy”, thereby returning the responsibility to local governments. The majority also noted that “these public camping regulations are not usually deployed as a front-line response to criminalize homelessness. Instead, they are used to provide [local government] employees with the legal authority to address encampments that pose significant health and safety risks and to encourage their inhabitants to accept other alternatives like shelters, drug treatment programs, and mental health facilities.”

Additionally, the court held that the requirement that villages/cities allow public camping by individuals who are “involuntarily” homeless creates questions and uncertainty about how to best

respond to this vulnerable population by public officials and first responders. Moreover, cities have indicated that the lower court ruling(s) allowing public camping, “has made it more difficult, not less, to help the homeless accept shelter off city streets” and other vital social services.

In her dissent, Justice Sotomayor acknowledged that “local governments need wide latitude” to address the “immense challenges” created by the homelessness problem. This public camping ordinance, modeled after the Illinois Municipal League's framework, aims to minimize those challenges by balancing the rights and needs of homeless individuals with the Village’s responsibility to maintain public health and safety.

Key Provisions of the Proposed Ordinance:

1. **Definition of Campsite:** Defines what constitutes camping on public property, including but not limited to the assembly of tents or other temporary shelters, sleeping outdoors, or in a vehicle.
2. **Public Camping Prohibited Areas:** Specifies areas where camping is prohibited, such as parks, sidewalks, streets, public buildings, public right-of-way, or under any bridge or viaduct at any time.
3. **Social Services Notification:** Requires that Village officials and/or law enforcement officers provide information on referrals to shelters, healthcare services, and other resources to individuals found camping in prohibited areas.
4. **Removal of Campsite Procedures:** Outlines procedures for removing a Campsite, including a 24-hour advance notification, unless it meets the criteria outlined for the immediate removal due to listed factors. Any campsite removal requires the Village to take responsibility for all personal property left unclaimed.

The proposed ordinance provides Village officials with a legal outline to address publicly located encampments effectively while encouraging the use of available resources for those in need. This approach aligns with the Supreme Court's guidance and supports local control over homelessness policies.

Recommendation:

Staff recommends that the Village Board approve Ordinance G-1257, An Ordinance Regulating Public Camping within Corporate Boundaries and Other Actions in Connection There With for the Village of Oak Brook, DuPage and Cook Counties, Illinois.

Attachments:

1. Public Camping Ordinance

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE

NUMBER 2024-PUBL-TT-CAMP-G-1257

AN ORDINANCE
REGULATING PUBLIC CAMPING WITHIN
CORPORATE BOUNDARIES AND OTHER ACTIONS IN
CONNECTION THEREWITH FOR
THE VILLAGE OF OAK BROOK,
DUPAGE AND COOK COUNTIES, ILLINOIS

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 13th day of August, 2024

ORDINANCE NO. 2024-PUBL-TT-CAMP-G-1257

AN ORDINANCE
REGULATING PUBLIC CAMPING WITHIN
CORPORATE BOUNDARIES AND OTHER ACTIONS IN
CONNECTION THEREWITH FOR
THE VILLAGE OF OAK BROOK,
DUPAGE AND COOK COUNTIES, ILLINOIS

WHEREAS, the Village of Oak Brook (hereinafter referred to as the "Village") is a non-home rule Illinois municipality pursuant to the Constitution of the State of Illinois of 1970, as amended;

WHEREAS, pursuant to Section 1-1-4 of the Illinois Municipal Code (65 ILCS 5/1-1-4), the Village has those powers conferred upon it by the Illinois Municipal Code;

WHEREAS, the Section 1-2-1 of the Illinois Municipal Code (65 ILCS 5/1-2-1), provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper;

WHEREAS, Section 1-2-1.1 of the Illinois Municipal Code (65 ILCS 5/1-2-1.1) empowers the corporate authorities of the municipality to pass ordinances to regulate any matter that is expressly within the powers granted to the municipality by making the violation a misdemeanor punishable by up to six (6) months of incarceration;

WHEREAS, Section 1-1-10 of the Illinois Municipal Code (65 ILCS 5/1-1-10) empowers the corporate authorities of the municipality to exercise all powers granted to it expressly, by necessity, by the Illinois Municipal Code, by Illinois statute, or by the Illinois Constitution;

WHEREAS, Section 11-20-5 of the Illinois Municipal Code (65 ILCS 5/11-20-5) empowers the corporate authorities of each municipality to "do all acts and make all regulations which may be necessary or expedient for the promotion of health or the suppression of diseases";

WHEREAS, Section 11-60-2 of the Illinois Municipal Code (65 ILCS 5/11-60-2) empowers the corporate authorities of each municipality to define, prevent and abate nuisances;

WHEREAS, estimates provide that, in 2020, there were approximately 10,431 Illinoisans experiencing homelessness;

WHEREAS, a 2022 study by the United States (U.S.) Department of Housing and Urban Development estimated that 9,212 people were experiencing homelessness in Illinois in January 2022, with an estimated 20.6% of those homeless persons being unsheltered, meaning they have no form of shelter on which to rely;

WHEREAS, the estimates provided by the U.S. Department of Housing and Urban Development "likely underestimate the size of the homeless population because identifying people experiencing homelessness is inherently difficult";

WHEREAS, the American Public Health Association has recognized homelessness as a public health issue, since research shows that homeless individuals (1) suffer “higher mortality rates and chronic disease loads” than non-homeless populations; (2) “overuse emergency services, leading to higher costs for treatment” for all persons; and, (3) with no form of shelter “can exacerbate conditions such as diabetes and hepatitis C”;

WHEREAS, the U.S. Interagency Council on Homelessness has noted that people “who experience homelessness die nearly 30 years earlier than the average American—and often from easily treatable illnesses”;

WHEREAS, Section 3-102 of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/3-102) obligates the Village to “exercise ordinary care to maintain public property in a reasonably safe condition”;

WHEREAS, the Local Governmental and Governmental Employees Tort Immunity Act generally immunizes municipalities from damages claims where the public property was not being used in the manner intended and permitted by the municipality;

WHEREAS, the United States Supreme Court held that the criminalization of “public camping” did not unconstitutionally infringe on the Eighth Amendment rights of homeless and otherwise unhoused persons within said City relying heavily on the “stepwise” escalation of penalties in the ordinance;

WHEREAS, in view of the foregoing, the President and Board of Trustees of the Village believe that it is appropriate, necessary and in the best interests of the Village and its residents, that the Village implement a Public Camping Prohibition and related enforcement mechanisms, to address the myriad public concerns that public camping creates.

NOW, THEREFORE, BE IT ORDAINED, in open meeting assembled, by the President and Board of Trustees of the Village of Oak Brook, Cook and DuPage 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 - Public Camping

Public Camping, as the term is defined herein, is hereby declared to be a nuisance within the Village for the reasons identified herein.

A. Regulation of Public Camping Necessary to Promote Public Health

In an effort to address the public health concerns identified above, the President and Board of Trustees of the Village hereby declare it necessary or expedient for the promotion of health or the suppression of diseases, to regulate Public Camping, as that term is defined herein, within the Village’s corporate limits.

B. Public Camping Not Intended Use of Public Property

Except for those parcels of property specifically designated by the Village in any subsequent ordinance, the Village hereby declares that none of its property is permitted nor intended to be used for Public Camping, as the term is defined herein.

C. Definitions. The following definitions apply to this Ordinance:

1. "Bedding" means a sleeping bag, or any other material, used for bedding purposes.
2. "Campsite" means any physical space that is not within an established structure, where Bedding or any stove or fire is placed, established or maintained for the purpose of maintaining a temporary place to live, whether or not such place incorporates the use of any tent, lean-to, shack or any other structure, or any vehicle or part thereof.
3. "Exempt Personal Property" means items which would otherwise constitute Personal Property under the terms of this Ordinance, but which (a) has no apparent utility or monetary value; (b) Personal Property which is unsanitary to store or otherwise maintain; (c) any weapon possessed illegally; (d) drug paraphernalia; (e) items appearing to be stolen or otherwise appearing to be evidence of a crime; (f) items which the person cannot demonstrate the requisite lawful authority to possess; and, (g) any items of food which can reasonably be expected to spoil or otherwise perish within the next 30 days.
4. "Personal Property" means any item reasonably recognizable as belonging to a person and having apparent utility or monetary value, except for Exempt Personal Property.
5. "Public Camping" means to cause or participate in the establishment of, or the act of remaining in or at, a Campsite.

D. Public Camping Prohibited.

1. No person may sleep, nor otherwise engage in Public Camping, on a public sidewalk, street, alley, lane, other public right-of-way, park, bench, or any other publicly-owned property, nor on or under any bridge or viaduct, at any time.
2. No person may sleep, nor otherwise engage in Public Camping, in any pedestrian or vehicular entrance to public or private property abutting a public right-of-way.
3. No person may sleep, nor otherwise engage in Public Camping, on any real property owned or otherwise maintained by the Village.
4. No person may park a vehicle overnight within the Village for the purpose of sleeping or otherwise engaging in Public Camping in said vehicle.
5. For the purposes of this section, the act of parking or leaving a vehicle parked for two consecutive hours, and/or remaining within a public vehicle on any property under the jurisdiction of the Village for the purpose of Public Camping, for two consecutive hours without permission from the President and Board of Trustees of the Village, between the hours of midnight and 6:00 a.m., shall be considered a violation of this Ordinance.

E. Exceptions to Prohibition.

Notwithstanding the foregoing, it shall not be a violation to engage in Public Camping when done (i) in a manner specifically authorized by this Code; (ii) after a formal declaration of the Village in emergency circumstances; or, (iii) upon resolution of the President and Board of Trustees of the Village, the same may exempt a special event from the prohibitions of this section, if the President and Board of Trustees of the Village finds such exemption to be in the public

interest and consistent with the goals and objectives of the President and Board of Trustees of the Village, and with such conditions imposed as the President and Board of Trustees of the Village deems necessary. Any conditions imposed will include a condition requiring that the applicant provide evidence of adequate insurance coverage and agree to indemnify the Village for any liability, damage or expense incurred by the Village as a result of the activities of the applicant. Any findings by the President and Board of Trustees of the Village shall specify the exact dates and location covered by the exemption.

F. Removal of Campsite

Removal of a Campsite in violation of this Ordinance may occur under the following circumstances:

1. Prior to removing a Campsite, the Village shall post a notice, 24-hours in advance of the removal, unless immediate removal of the Campsite is deemed to be necessary for one of the reasons the below subparagraphs. If such immediate removal is undertaken, the basis for causing the immediate removal of such Campsite should be adequately documented by the appropriate person(s).
 - (a) immediate removal of the Campsite is necessary to maintain access to a property;
 - (b) immediate removal of the Campsite is necessary to maintain the sanitary condition of a property;
 - (c) immediate removal of the Campsite is necessary because the Campsite is an obstruction to any public right-of-way; or,
 - (d) immediate removal of the Campsite is necessary because the Campsite poses a risk to the health and safety of the Village and its residents.
2. Upon any action pursuant to the above, the person causing such action to be taken shall inform an appropriate agency delivering social services to homeless individuals in the Village, of the location of the Campsite and the persons found to be in violation of this Ordinance, so said agency may determine whether or not it would be appropriate to offer its services to those persons.
3. If a 24-hour notice has been posted, and the 24-hour notice period has passed, then the Campsite, as well as all Personal Property thereon, shall be removed by the appropriate person(s) acting on behalf of the Village.
4. No portion of this Section shall be construed to prohibit any person found to be engaging in Public Camping from removing their Personal Property from the Campsite; however, such Personal Property that constitutes Exempt Personal Property and which a reasonably prudent law enforcement officer, exercising the applicable constitutional standard, would conclude that said Exempt Personal Property constitutes items appearing to be stolen or otherwise appearing to be evidence of a crime, and/or items which the person cannot demonstrate the requisite lawful authority to possess, may be retained and stored as evidence.

G. Disposition and Release of Personal Property.

1. All Personal Property removed from any Campsite which is not Exempt Personal Property shall be stored by the appropriate law enforcement agency of the Village, for a minimum of 30 days, during which time it shall be reasonably available for and released to an individual confirming ownership.
2. All Exempt Personal Property may be disposed of or retained as evidence by the appropriate law enforcement agency of the Village.

H. Penalty; Mitigation.

1. The penalty for any person's first violation of this Ordinance within a rolling twenty-four (24) month period shall be \$75.
2. The penalty for any person's second violation of this Ordinance within a rolling twenty-four (24) month period shall be \$150.
3. The penalty for any person's third violation of this Ordinance within a rolling twenty-four (24) month period shall be \$350.
4. The penalty for any person's fourth violation of this Ordinance within a rolling twenty-four (24) month period shall be \$500.
5. The penalty for any person's fifth violation of this Ordinance within a rolling twenty-four (24) month period shall be \$750.
6. The penalty for any person's sixth or subsequent violation of this Ordinance within a rolling twenty-four (24) month period may be a monetary penalty of \$750 or incarceration for a period not exceeding the maximum time allowed pursuant to Section 1-2-9 of the Illinois Municipal Code (65 ILCS 5/1-2-9).
7. As a substitute for any monetary penalty assessed pursuant to paragraphs A–F, above, and if consented to by the Village, the penalty assessed to any person found in violation of this Ordinance may be that said person must engage in public service by cleaning the rights-of-way and other public facilities of the Village for an amount of time that, if the person found to have violated this Ordinance was being paid the minimum wage under Illinois law, the amount paid for that person's labors would have been equal to the monetary penalty assessed under this Ordinance.
8. The Village is hereby empowered to exercise all powers afforded to it, at law or in equity, to collect any fines assessed against a person pursuant to this Ordinance, including but not limited to seeking incarceration of said person for a period of time that conforms with Section 1-2-9 of the Illinois Municipal Code (65 ILCS 5/1-2-9).
9. In the imposition of any penalty pursuant to this Section, the penalty shall be mitigated by whether or not the person immediately removed all Personal Property and litter, including but not limited to bottles, cans, and garbage, from the Campsite after the person was informed that the person was in violation of this Ordinance.
10. A separate offense of this Ordinance shall be deemed committed on each day on which a violation occurs or continues.
11. In addition to any other remedy provided by law or this Ordinance, any person found in violation of this section may be immediately removed from the premises where the Campsite is located.

Section Three – Codification

The title, chapter(s) and section(s) adopted by this ordinance shall be numbered and placed in an appropriate title, chapter(s), and section(s) when and during the codification of the Oak Brook Municipal Code.

Section Four – Effective Date

This ordinance shall be in full force and effect after its passage and publication in accordance with 65 ILCS 5/1-2-4.

Section Five – Repeal of Conflicting Provisions

All ordinances, resolutions, and policies or parts thereof, in conflict with the provisions of this ordinance are, to the extent of the conflict, expressly repealed on the effective date of this ordinance.

Section Six – Severability

If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

Section Seven - Headings/Captions

The headings/captions identifying the various sections and subsections of this Ordinance are for reference only and do not define, modify, expand or limit any of the terms or provisions of the Ordinance.

Section Eight – Publication

The clerk is directed by the corporate authorities to publish this ordinance in pamphlet form.

Section Nine – Recording

This ordinance 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 Vall Vote to follow:

PASSED THIS 13th day of August, 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 13th day of August, 2024.

Laurence E. Herman
Village President

ATTEST:

Netasha Scarpiniti
Village Clerk