



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, September 10, 2024
7:00 PM

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

1. CALL TO ORDER

2. ROLL CALL

3. PRESIDENT’S OPENING COMMENTS

A. Presentation of Congratulatory Letter to Dr. Sam Cascio - 100th Birthday

4. PUBLIC COMMENTS

5. APPROVAL OF MINUTES

A. Regular Board of Trustees Meeting of August 13, 2024

B. Regular Executive Meeting Minutes of June 25, 2024

C. Regular Executive Meeting Minutes 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: August 27, 2024 - \$1,182,924.99
September 4, 2024 - \$784,629.29

1. LEGAL SERVICES:

a) Ottosen DiNolfo Hasenbalg & Castaldo, LTD. - Legal Services -
July 2024 - \$22,598.40 (FY24 YTD - \$138,075.21)

TOTAL LEGAL BUDGET FOR 2024 IS \$342,284
TOTAL LEGAL BILLS PAID FOR 2024 - YTD - \$170,991.32

2. Al Warren Oil Co. - Unleaded Gasoline - \$21,395.68

3. Civiltech Engineering, Inc. - Civil Engineering Services - Period from
June 29, 2024 to July 26, 2024 - \$22,630.65

4. Tiburon Homes LLC - Bond Refund - 217 Indian Trail Road - \$33,172.00
5. DJK Custom Homes - Bond Refund - 3 Royal Vale Dr. - \$40,870.00
6. BLA, Inc. - Briarwood Lakes Watermain Improvements Project, Phase III - \$25,642.50
7. DuPage Water Commission - July 2024 - \$624,201.12
8. BCBSIL - Health Care Services - September 2024 - \$226,046.86
9. ADR Custom Builders, Inc. - Bond Refund - 6 Brighton Lane - \$21,218.00
10. Mauro Sewer Construction, Inc. - Oak Brook Briarwood Lakes T&M Project - \$37,481.41
11. Mauro Sewer Construction, Inc. - Oak Brook Briarwood Lakes Water Main Improvements - \$241,562.70
12. Schroeder Asphalt Services, Inc. - Sports Core Parking Lot Project - \$29,746.92
13. Enterprise Fleet Management - Vehicle Lease - July 2024 - \$55,843.75
- B. Approval of Payroll Paydate: August 22, 2024 - \$922,909.03
September 05, 2024 - \$924,602.80 Herman/Martin
- C. Arts DuPage Month Proclamation Herman/Martin
- D. Ordinances and Resolutions
 1. ORDINANCE S-1706, An Ordinance Approving a Plat of Consolidation for 401 & 405 Canterbury Lane, Oak Brook, Illinois Manzo/Tiesenga
7. ITEMS REMOVED FROM CONSENT AGENDA
8. BOARDS AND COMMISSION RECOMMENDATION
 - A. 1180 Harger Road – Kids Urgent Care – Planned Development Manzo/Tiesenga
9. ACTIVE BUSINESS
 - A. Ordinances & Resolutions
 1. RESOLUTION R-2224, A Resolution Approving and Authorizing the Execution of an Agreement by and Between the Village of Oak Brook, Illinois and Right Stuff Software Jain/Martin
 2. RESOLUTION R-2228, A Resolution Awarding a Professional Engineering Services Agreement to Civiltech Engineering, Inc., of Itasca Illinois, for the Village's ADA Self Evaluation and Transition Plan for the Public Right-Of-Way Jain/Tiesenga

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|-----|---|---------------|
| 3. | RESOLUTION R-2230, A Resolution Awarding a Contract to Dahme Mechanical, Inc., of Arlington Heights, Illinois, for the Public Works Garage Radiant Heaters Purchase and Installation Project | Jain/Tiesenga |
| 4. | RESOLUTION R-2231, A Resolution Awarding a Professional Engineering Services Agreement to BLA, Inc., of Itasca, Illinois for the Woodside & Forest Glen Watermain Improvements Project | Jain/Tiesenga |
| 5. | RESOLUTION R-2232, A Resolution Approving Open Space Land Acquisition and Development (OSLAD) Grant Program | Herman/Martin |
| 6. | RESOLUTION R-2233, A Resolution Approving the Award of Contract to Keycode Media, Inc., of Schaumburg, Illinois, for the Dean Board Room Audio-Visual Equipment Replacement Project | Jain/Martin |
| 7. | RESOLUTION R-2234, A Resolution Approving and Authorizing the Purchase of Three License Plate Recognition Cameras and Three Overwatch Cameras for Certain Homeowner Associations and the Execution of Related Database and Maintenance Agreements | Manzo/Reddy |
| 8. | RESOLUTION R-2235, A Resolution Approving and Authorizing the Purchase of Three License Plate Recognition Cameras and Three Overwatch Cameras for the Shops of Oak Brook and the Execution of Related Database and Maintenance Agreements | Manzo/Reddy |
| 9. | RESOLUTION R-2226, A Resolution Approving and Authorizing the Purchase of Starchase Vehicle Mounted Launcher Systems | Jain/Tiesenga |
| 10. | ORDINANCE G-1258, An Ordinance Amending Title 4, Chapter 1, Section 8A of the Village Code of the Village of Oak Brook, Illinois by Increasing by One to Seven the Number of Authorized Class D Liquor Licenses for Michael Jordan's Steak House | Herman/Martin |

10. BOARD UPDATES

11. 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.



OAK BROOK
Illinois

ITEM 5.B.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
September 10, 2024

SUBJECT: Regular Executive Meeting Minutes of June 25, 2024

FROM: Netasha Scarpiniti, Clerk

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: Motion to Approve the Regular Executive Meeting Minutes of June 25, 2024

Background/History:

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

At this time the Executive Minutes of June 25, 2024 are ready to be approved as written on September 10, 2024 but are not ready to be released to the Public.

Recommendation:

That the Board approve the Regular Executive Meeting Minutes of June 25, 2024.

Attachments:

None



OAK BROOK
Illinois

ITEM 5.C.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
September 10, 2024

SUBJECT: Regular Executive Meeting Minutes of July 16, 2024

FROM: Netasha Scarpiniti, Clerk

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: Motion to Approve the Regular Executive Meeting Minutes of July 16, 2024

Background/History:

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

At this time the Executive Minutes of July 16, 2024 are ready to be approved as written on September 10, 2024 but are not ready to be released to the Public.

Recommendation:

That the Board approves the Regular Executive Meeting Minutes of July 16, 2024.

Attachments:

None

Approval for Payroll Paydate: 08/22/24

Total Gross Payroll	\$	640,319.45
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Employee Deductions:

Illinois Municipal Retirement Fund	\$	14,357.54
Police Pension Fund	\$	17,851.22
Fire Pension Fund	\$	13,119.06
Federal Tax Withholding	\$	67,225.85
State Tax Withholding	\$	26,894.18
Social Security and Medicare	\$	25,149.54
ICMA/NACO/457	\$	27,103.07
Court Orders	\$	1,000.54
Insurance Contributions	\$	21,467.25
Aflac Contributions	\$	1,142.57
Mo Voi Life	\$	394.61
Police Union Dues	\$	-
Fire Union Dues	\$	1,398.19
Public Works Union Dues	\$	1,086.50
125-Medical/Dependent Care	\$	3,548.34

Total Employee Deductions		221,738.46
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Net Payroll	\$	418,580.99
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Village Expenses:

Police Pension	\$	74,665.55
Fire Pension	\$	76,938.64
IMRF Pension	\$	19,217.62
Insurance Contributions	\$	86,620.67
Social Security and Medicare	\$	25,147.10

Total Village Expenses		282,589.58
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Total Payroll (Gross Payroll plus Village Expenses)	\$	922,909.03
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Payroll Date: 08/22/24

Employee Deductions		Pension	Salary by Pension	Percent of
		Deduction	Plan	Pensionable Salary**
	Police	\$ 17,851.22	\$ 180,133.99	9.910%
	Fire	13,119.06	138,753.16	9.455%
	IMRF	9,974.58	221,656.68	4.500%
	Non-Pensionable	-		0.000%
			<u>\$ 540,543.83</u>	

Village Payment into Pensions		Village	Percent of Payroll*	Percent "Match" of what Employee Contributes
		Contribution		
	Police	\$ 74,665.55	41.45%	418.3%
	Fire	76,938.64	55.45%	586.5%
	IMRF	19,217.62	8.67%	192.7%
		<u>\$ 170,821.81</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: 09/05/24

Total Gross Payroll	\$	642,242.98
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Employee Deductions:

Illinois Municipal Retirement Fund	\$	14,779.17
Police Pension Fund	\$	17,869.10
Fire Pension Fund	\$	12,834.35
Federal Tax Withholding	\$	67,385.79
State Tax Withholding	\$	27,057.61
Social Security and Medicare	\$	25,435.04
ICMA/NACO/457	\$	28,597.95
Court Orders	\$	1,000.54
Insurance Contributions	\$	21,991.95
Aflac Contributions	\$	1,142.57
Mo Voi Life	\$	394.61
Police Union Dues	\$	1,782.00
Fire Union Dues	\$	1,398.19
Public Works Union Dues	\$	1,086.50
125-Medical/Dependent Care	\$	3,548.34

Total Employee Deductions		226,303.71
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Net Payroll	\$	415,939.27
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Village Expenses:

Police Pension	\$	74,740.36
Fire Pension	\$	75,269.01
IMRF Pension	\$	19,696.30
Insurance Contributions	\$	87,219.11
Social Security and Medicare	\$	25,435.04

Total Village Expenses		282,359.82
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Total Payroll (Gross Payroll plus Village Expenses)	\$	924,602.80
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Payroll Date: 09/05/24

Employee Deductions		Pension	Salary by Pension	Percent of
		Deduction	Plan	Pensionable Salary**
	Police	\$ 17,869.10	\$ 180,314.46	9.910%
	Fire	12,834.35	135,742.11	9.455%
	IMRF	10,223.02	227,177.92	4.500%
	Non-Pensionable	-		0.000%
			<u>\$ 543,234.49</u>	

Village Payment into Pensions		Village	Percent of Payroll*	Percent "Match" of what Employee Contributes
		Contribution		
	Police	\$ 74,740.36	41.45%	418.3%
	Fire	75,269.01	55.45%	586.5%
	IMRF	19,696.30	8.67%	192.7%
		<u>\$ 169,705.67</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.

2024 Proclamation

WHEREAS, Arts DuPage has regularly issued official proclamations to all the cities and villages in DuPage County on an annual basis, designating October as Arts DuPage Month; and

WHEREAS, the arts embody much of the accumulated wisdom, intellect, and imagination of humankind; and

WHEREAS, the arts enrich us as individuals and play a unique role in the lives of our families and our communities; and

WHEREAS, the arts promote a better understanding of the diversified cultures within our communities and unify us regardless of age, race, and ethnicity; and

WHEREAS, the arts sector in DuPage County consists of 2,272 arts-related businesses and accounts for 4.2 percent of the total number of businesses in the region – a larger share of the economy than transportation, tourism, agriculture, and construction; and

WHEREAS, the arts provide full-time employment for over 15,000 workers in DuPage County; and

WHEREAS, the arts improve our economy, enrich our civic life, drive tourism and commerce, and exert a profound positive influence on the education of our children; and

WHEREAS, the arts helped lead us through the darkest times by lifting our spirits, unifying communities, and providing entertainment. The arts also play a vital role in enlivening our communities, driving the economy, and elevating the appeal of our County.

NOW, THEREFORE, BE IT RESOLVED, that I Laurence E. Herman do hereby proclaim October 2024 as Arts DuPage Month in the Village of Oak Brook, IL, and call upon our community members to celebrate and promote the arts in DuPage County.

In Witness Whereof, I have hereunto set my hand and seal this 10th day of September 2024

Laurence E. Herman
Village President
Oak Brook, Illinois

Netasha Scarpiniti
Village Clerk
Oak Brook, Illinois



OAK BROOK
Illinois

ITEM 6.D.1.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
September 10, 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 that the Village Board approve Ordinance S-1706, an Ordinance approving a Final Plat of Consolidation for the properties at 401 & 405 Canterbury Lane.

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 complies with the Subdivision and Zoning Ordinance regulations.

At their meeting on July 17, 2024, the Planning & Zoning Commission reviewed and deliberated on the petition. By a vote of 8 to 0, 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 districts, 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. No addition will be approved to the residence at 405 Canterbury Lane until the Plat is recorded.

At the August 13, 2024 Board of Trustees meeting, the Village Attorney was directed to prepare the necessary ordinance granting approval of a final plat to consolidate two lots into one lot for the properties located at 401 & 405 Canterbury Lane.

Recommendation:

Staff recommends that the Village Board approve Ordinance S-1706, An Ordinance Approving a Plat of Consolidation for 401 & 405 Canterbury Lane.

Attachments:

1. 2024-SR-FP-EX-S-1706

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
NUMBER 2024-SR-FP-EX-S-1706

AN ORDINANCE
APPROVING A PLAT OF CONSOLIDATION
FOR 401 AND 405 CANTERBERRY LANE, OAK BROOK,
ILLINOIS

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 10th day of September 2024

ORDINANCE NO. 2024-SR-FP-EX-S-1706

AN ORDINANCE
APPROVING A PLAT OF CONSOLIDATION
FOR 401 AND 405 CANTERBERRY LANE, OAK BROOK, ILLINOIS

PIN(s): 06-36-202-005 & 06-36-202-006

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

WHEREAS, the Village has in full force and effect a codified set of ordinances which are of a general and permanent nature, which said codified set is known and designated as the Village Code of the Village of Oak Brook, as amended;

WHEREAS, Mohammad and Masooma Shafi (collectively the “Petitioner” and “Owner”), as the owners of 405 Canterbury Lane, Oak Brook Illinois, and authorized contract purchasers and owners of 401 Canterbury Lane, Oak Brook Illinois (collectively the “Subject Property”), has submitted a petition requesting approval of a final plat to consolidate two (2) existing lots into one single lot located within the R-2 Single-Family Detached Residence District;

WHEREAS, 405 Canterbury Lane, being the primary residence of the Petitioner, currently 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;

WHEREAS, Petitioner desires to consolidate the two properties for the purpose of demolishing the existing improvements located on 401 Canterbury Lane to allow future expansion of the primary residence located on 405 Canterbury Lane;

WHEREAS, subject to the conditions of this Ordinance, the consolidation of the two properties will result in an otherwise code-compliant single lot of approximately 1.731 acres (or 75,411 square feet) with the dedication of approximately 4,158 square feet to the Village;

WHEREAS, the Village Planning & Zoning Commission (hereinafter referred to as the “Commission”) considered the Petitioner’s request at its Public Meeting on July 17, 2024, and as a result, the Commission has issued a recommendation approving the Petitioner’s request subject to certain conditions, all pursuant to proper notice and in compliance with the laws of the State of Illinois and Ordinances of the Village;

WHEREAS, the Village President and Board of Trustees (collectively the “Corporate Authorities”) of the Village of Oak Brook are of the opinion that the aforementioned consolidation is in the best interest of the public safety, health and welfare of the residents of the Village of Oak Brook.

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

Section One – Recitals

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

Section Two – Adoption of Findings and Recommendations

The Corporate Authorities hereby adopts the Findings and Recommendations of the Commission as if fully set forth herein, as **Exhibit A**, which is attached hereto and made a part hereof.

Section Three – Approval of Final Plat of Consolidation

Subject to, and contingent on the conditions, restrictions, and provisions set forth in Section Four of this Ordinance, the Corporate Authorities shall, and does hereby, authorize and approve the following:

A. Approval of Final Plat. Subject to and contingent upon the conditions set forth in Section Four of this Ordinance, the Final Plat of Consolidation attached to this Ordinance as **Exhibit B** (the "Final Plat"), is hereby approved.

B. Authorization and Execution. Once all conditions set forth in Section Four of this Ordinance have been satisfied, the Village President, Clerk, and other appropriate Village officials are hereby authorized and directed to execute and seal, on behalf of the Village, the Final Plat of Consolidation and the customary certifications indicating such approval.

C. Recordation. Upon the execution of the Final Plat of Consolidation by all required parties, the Village Clerk is hereby directed to record the Final Plat of Consolidation with the Recorder of Deeds of DuPage County, Illinois, and the Village Clerk will then be authorized and directed to assess against and collect from the Owner any costs in connection with those actions and this Ordinance.

Section Four – Conditions

The approval granted in Section Three of this Ordinance is expressly subject to and contingent upon each of the following conditions:

- A. Compliance with all plans and testimony presented at the Planning & Zoning Commission meeting of July 17, 2024;
- B. Final engineering review and approval of the Final Plat of Consolidation;
- C. The single-family structure located at 401 Canterbury Lane will not be occupied by anyone other than the Owner prior to demolition;

- D. Demolition of the existing improvements and structures on 401 Canterbury Lane and removal of the water service shall be completed within twelve (12) months of the Village Board's approval;
- E. Recording of the Final Plat of Consolidation described herein shall not occur until after demolition of the existing improvements and structures on 401 Canterbury Lane have been completed; and
- F. In addition to the other specific requirements of this Ordinance all of the operations and activities conducted on and in the Property, must comply at all times with all applicable federal, state, and local laws, statutes, ordinances, resolutions, rules, codes, and regulations.

Section Five -- Failure to Comply with Conditions

Upon failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, the approval granted herein, at the sole discretion of the President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void.

Section Six -- Binding Effect

This Ordinance and the privileges, obligations, and provisions contained herein shall inure solely to the benefit of, and be binding upon the Owner and any and all of its heirs, successors, and assigns, and upon any and all current and successor legal or beneficial Owner of all or any portion of the Property.

Section Seven – Severability

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

Section Eight -- Effective Date

This Ordinance shall be in full force and effect from and after:

- A. its passage, approval and publication as provided by law; and
- B. the filing by the Owner with the Village Clerk, for recording in the Office of the DuPage County Recorder of Deeds, of an unconditional agreement and consent ("*Unconditional Agreement and Consent*") to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. The unconditional agreement and consent must be executed by the Owner. The unconditional agreement and consent must be substantially in the form attached hereto and incorporated herein as **Exhibit C**. In the event that the Owner does not file with the Village Clerk the unconditional agreement and consent required herein within 60 days after the date of final passage of this Ordinance, the Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

Section Nine -- Conflict Clause

That all ordinances or parts of ordinances in conflict with the terms of this ordinance shall be repealed to the extent of said conflict.

Section Ten – Publication

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

PASSED THIS 10th day of September 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 10th day of September 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Findings and Recommendations



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 401 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

Exhibit B

Final Plat of Consolidation

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__

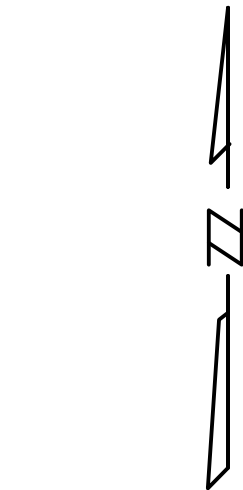
CHAIRMAN

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:					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
06-18-24	SDS	VILLAGE COMMENTS			
DRAWN BY: SDS					
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

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

WHEREAS, Mohammad and Masooma Shafi (collectively the “Petitioner” and “Owner”), as the owners of 405 Canterbury Lane, Oak Brook Illinois, and authorized contract purchasers and owners of 401 Canterbury Lane, Oak Brook Illinois (collectively the “Subject Property”), has submitted a petition requesting approval of a final plat to consolidate two (2) existing lots into one single lot located within the R-2 Single-Family Detached Residence District;

WHEREAS, Ordinance No. 2024-SR-FP-EX-S-1706 adopted by the President and Board of Trustees of the Village of Oak Brook on September 10, 2024 grants approval of the request subject to certain modifications, conditions, restrictions, and provisions; and

WHEREAS, the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until Owner files this Unconditional Agreement and Consent with the Village Clerk and consents to accept and abide by each of the terms, conditions and limitations set forth in the Ordinance.

NOW, THEREFORE, Owner does hereby agree and covenants as follows:

1. The Owner hereby unconditionally agrees to accept, consent to, and abide by all of the terms, conditions, restrictions, and provisions of the Ordinance.
2. The Owner acknowledges that: (i) notices and meetings have been properly given and held with respect to the adoption of the Ordinance; (ii) the Owner has considered the possibility that the approvals granted by the Ordinance may be revoked if the Owner does not comply with the Ordinance; and (iii) the Owner agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Owner acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village’s issuance of any permits for the use of the Property, the demolition, and that the Village’s issuance of any such permits does not, and will not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time.
4. The Owner agrees to and does hereby hold harmless and indemnify the Village, the Village’s corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time be asserted against any of such parties in connection with the Village’s adoption of the Ordinance.
5. The restrictions imposed by this Unconditional Agreement and Consent shall be restrictions binding upon and inure to the benefit of the Owner and his heirs, successors, assigns, agents, licensees, lessees, invitees, and representatives, including, without limitation, all subsequent Owners of the Property, or any portion thereof, and all persons claiming under him to the extent provided in this Unconditional Agreement and Consent.

6. This Unconditional Agreement and Consent may not be amended or modified except upon the express, prior written approval of the Village of Oak Brook.
7. This Unconditional Agreement and Consent shall terminate and be deemed released upon Owner's compliance with the terms and satisfaction of conditions placed upon the approvals granted by Ordinance No. 2024-SR-FP-EX-S-1706. The termination and release of this Unconditional Agreement and Consent shall occur at the time the final plat of subdivision is recorded.

IN WITNESS WHEREOF, _____, owner, executed this Unconditional Agreement and Consent on this ____ day of _____, 2024.

Owner

State of Illinois)
)
County of _____)

I, _____ a Notary Public in and for the County and State aforesaid do hereby certify that the _____, personally known to me, and that he appeared before me this ____ day of _____, 2024, and acknowledged that he personally executed this instrument.

Notary Public

Seal

EXHIBIT 1

TO UNCONDITIONAL AGREEMENT AND CONSENT

LEGAL DESCRIPTION

LOT 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.

Address: 401 Canterbury Lane, Oak Brook Illinois

PIN: 06-36-202-006

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.

405 Canterbury Lane, Oak brook Illinois

PIN: 06-36-202-005



OAK BROOK
Illinois

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
September 10, 2024

SUBJECT: 1180 Harger Road – Kids Urgent Care – Planned Development

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 (P&Z) approving the requested Planned Development in accordance with the accompanying standards for the property located at 1180 Harger Road to permit and allow the construction of a one (1) story, 9,800 SF outpatient healthcare facility subject to the following:

1. The new medical office building project shall comply with the accompanying site plan and building elevations;
2. Final engineering approval shall be required prior to the issuance of the building permit for the Development. The Village parking consultant will review the August 21st parking study by KLOA and confirm that the revisions are acceptable prior to Building Permit approval;
3. Final landscape plan approval shall be required prior to the issuance of the building permit for the Development. Additional plant material shall be added to the south elevation of the building;
4. Trash enclosure shall be constructed of materials and finishes that match the proposed medical office building to fully screen the enclosure from view;
5. All sign proposals shall comply with applicable sign code regulations of the Oak Brook Zoning Ordinance unless otherwise modified or varied. Temporary window signs are prohibited. The sign package will conform to the Legacy Sign Group plans dated, 4/18/2024.
6. Compliance with Plans: The development, maintenance, and operation of the Property will be in substantial compliance with the plans and documents as submitted, except for minor changes approved by the Development Services Director and Village Manager in accordance with Section 13-15-8 of the Zoning Ordinance;
7. Add the condition “Notwithstanding the attached exhibits, the applicant shall meet all

Village Ordinance requirements at the time of building permit application except as specifically varied or waived”;

8. Authorize the Village Attorney and staff to negotiate the development agreement and to prepare the necessary ordinance granting the Planned Development for approval and adoption at a future Board of Trustees meeting.

Background/History:

Kids Urgent Care Ltd. has requested approval of a Planned Development (“PD”) to construct and operate a pediatric urgent care medical office at the 1180 Harger Road, Lot 1 of Franklin Subdivision, located at the Harger and the Oakbrook Center Ring Road intersection (near Nordstrom). The parcel is approximately 19,602 sq. ft. (0.45 acre) in size and is Lot 1 of the 4-lot development by Franklin Partners. The proposed building is 5,500 sq. ft. with a 4,300 sq. ft. basement which includes 14 examination rooms, an x-ray, and ancillary areas.

A Preliminary Board Review of the application was conducted by the Village Board on April 23, 2024. The Planning & Zoning Commission (P&Z) held a public hearing on the petition on August 7, 2024.

The property is zoned B-2, Regional Shopping District and medical office is a permitted use in the B-2 District. Instead of processing this case with multiple requests for variations before the Planning & Zoning Commission, the planned development submittal incorporates all of these elements into a single request that can be reviewed and evaluated as a unified development project.

The departures from standards being proposed as part of this application are identified and detailed in the supplemental information from the petitioner and are as follows:

1. Floor Area Ratio (FAR). Section 13-7B-3 The total proposed Floor Area Ratio (FAR) will exceed the FAR originally approved as part of the subdivision approval. Franklin Partners, property owner, agreed that the permitted .99 FAR approved for four-lot subdivision will be maintained as agreed to in Ordinance 2019-ZO-EX-PUD-S-1555.
2. Shared Parking. Section 13-12-5 to reduce the parking requirement of 49 parking spaces (one parking space for every 200 SF). The existing designated parking spaces for Lot 1 are 16 spaces.

Planning & Zoning Commission

Please see the petitioner’s material in the case file for a more detailed description and the rationale for the requested departures. The P&Z meeting minutes have also been included for review and reference purposes.

The focus of the P&Z discussion at their meeting on August 7th included multiple topics including the proposed site improvements, landscaping, the monument sign, infrastructure, FAR, and parking.

At the public hearing, no members of the public spoke in favor or in opposition to the request.

The applicant provided a revised parking study following the P&Z Commission meeting. See attached correspondence dated August 23, 2024 from Scott Day and the KLOA report dated August 21, 2024. As part of the conditions of approval, staff has recommended further review by the Village's parking consultant for concurrence prior to issuance of the Building Permit.

The Planned Development Commission recommended approval of the proposed planned development request for the new medical office building with the proposed departures, by a vote of 7-1, subject to the accompanying standards and in accordance with the conditions (as outlined in the August 27, 2024 Chair's recommendation letter and revised related to the parking study).

Recommendation:

Staff recommends that the Village Board concur with the recommendation from the Planning & Zoning Commission (P&Z) approving the requested Planned Development for the property located at 1180 Harger Road to permit and allow the construction of a one (1) story, 9,800 SF outpatient healthcare facility subject to the aforementioned conditions.

Attachments:

1. Casefile - Kids Urgent Care - 1180 Harger Road

Day & Robert, P.C.

Attorneys at Law

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

**Scott M. Day
Rachel K. Robert**

**Kelli M. Smith
Of Counsel**

August 23, 2024

VIA EMAIL ONLY

rvondrasek@oak-brook.org

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

*RE: Franklin 1900 Spring Road Lot 1, LLC/Kids Urgent Care Ltd.
1180 Harger Road, Oak Brook, Illinois 60523*

Dear Ms. Von Drasek:

Following the August 7, 2024 public hearing, the Franklin Partners team completed a comprehensive review of the entire Shake Shack leasing file. The prior parking study completed by KLOA reflected that a total of 41 parking spaces had been “exclusively” assigned to the use of Shake Shack patrons. This information was inaccurate. The total number of parking spaces that were exclusively assigned to Shake Shack patrons was just 10 parking spaces. This assignment of exclusivity was documented in the December 3, 2018 Reciprocal Easement Agreement with Covenants, Conditions and Restrictions (copy attached).

We asked KLOA to correct the parking study report that we submitted with the Kids Urgent Care Ltd. PUD application materials. The updated and corrected KLOA Parking Study dated August 21, 2024 is enclosed with this letter. We want to make sure that the Village Trustees are advised that the report from KLOA reflects a significant abundance of available parking within the Franklin Subdivision as a direct outgrowth of the Reciprocal Easement Agreement.

Should you have any further questions or concerns, please do not hesitate to contact me.

Very truly yours,

Scott M. Day/kg
Scott M. Day

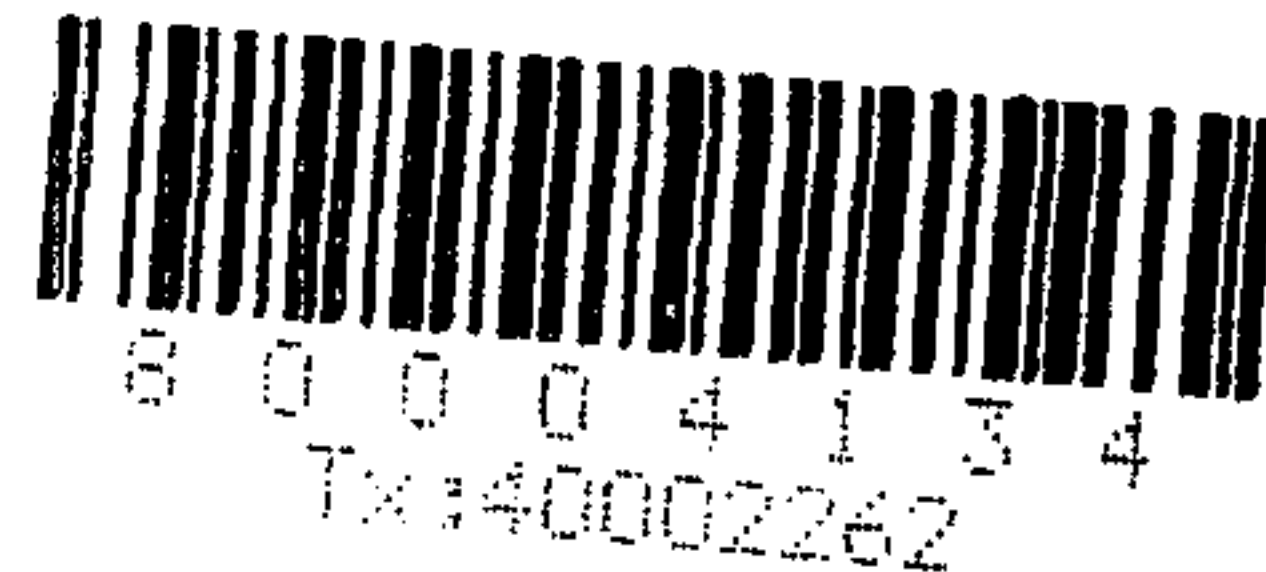
Enclosure

cc: Raymond A. Warner
Luigi Randazzo, AIA
Fizan Abdullah, MD, PhD

Prepared by

RETURN RECORDED DOCUMENT TO:

Levenfeld Pearlstein, LLC
2 N. LaSalle Suite 1300
Chicago, Illinois 60602
Attn: Tal Izraeli



FRED BUCHOLZ, RECORDER
DUPAGE COUNTY ILLINOIS
12/11/2018 10:18 AM
RHSP

DOCUMENT # R2018-113679

RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS,
CONDITIONS AND RESTRICTIONS (the "Agreement") is made and entered into this
3 day of December, 2018, by and among Franklin 1900 Spring Road, LLC, an
Illinois limited liability company (the "Lot 3 Owner"), Franklin 1900 Spring Road Lot 2,
LLC, an Illinois limited liability company (the "Lot 2 Owner") and Franklin 1900 Spring
Road Lot 1, LLC, an Illinois limited liability company (the "Lot 1 Owner").

RECITALS

- A. The Lot 3 Owner is the owner of that certain real property situated in the Village of Oak Brook, County of DuPage, State of Illinois, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference ("Lot 3").
- B. The Lot 2 Owner is the owner of that certain real property situated in the in the Village of Oak Brook, County of DuPage, State of Illinois, more particularly described on **Exhibit "A-1"** attached hereto and incorporated herein by this reference ("Lot 2").
- C. The Lot 1 Owner is the owner of that certain real property situated in the in the Village of Oak Brook, County of DuPage, State of Illinois, more particularly described on **Exhibit "A-2"** attached hereto and incorporated herein by this reference ("Lot 1").
- D. The Lot 2 Owner intends to develop Lot 2 for use by Shake Shack (hereinafter defined).
- E. The Lot 3 Owner is the owner of that certain office building and other improvements located on Lot 3.

- F. The Lot 1 Owner intends to simultaneously or thereafter develop or allow or cause the development of Lot 1 as a commercial site.
- G. The parties hereto desire to impose certain easements upon the Lots (as hereinafter defined), and to establish certain covenants, conditions and restrictions with respect to said Lots, for the mutual and reciprocal benefit and complement of Lot 3, Lot 2 and Lot 1 and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Lot 3 Owner, the Lot 2 Owner and the Lot 1 Owner hereby covenant and agree that the Lots and all present and future owners and occupants of the Lots shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Lots shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

AGREEMENTS

1. Definitions. For purposes hereof:

- (a) The term "Owner" or "Owners" shall mean the Lot 3 Owner (as to Lot 3), the Lot 2 Owner (as to Lot 2) and the Lot 1 Owner (as to Lot 1) and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.
- (b) The term "Lot" or "Lots" shall mean each separately identified lot of real property now constituting a part of the real property subjected to this Agreement as described on Exhibit A, Exhibit A-1 and Exhibit A-2 that is, Lot 3, Lot 2 and Lot 1, and any future subdivisions thereof.
- (c) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Lot, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Lot, and/or (ii) such tenant(s) or occupant(s).
- (d) The term "Common Area" shall mean all areas within the boundaries of the Lots which are from time to time available for the common use and benefit of the Owners and Permittees and which are generally shown in **Exhibit B**, attached hereto and incorporated herein by this reference. The Common Area shall not include any interior portions of any building located on a Lot (each a "Building").

(e) The term "Shake Shack" shall mean Shake Shack Illinois LLC, a Delaware limited liability company (or any of its affiliates, subsidiaries, successors or assigns).

(f) The term "Shake Shack Lease" shall mean that Lease of Lot 2 from the Lot 2 Owner as landlord to Shake Shack as tenant, executed on August 11, 2017, and any amendments, extensions or replacements thereof.

(g) The term "Site Plan" shall mean that site plan of the Lots attached hereto as **Exhibit "B"** and by reference made a part hereof.

(h) The term "Plat" shall mean the certain plat of subdivision of 1900 Spring Road prepared by V3, and recorded with the DuPage County Recorder on April 27, 2018 as Document No. R2018-036669.

(i) The term "Law" or "Laws" shall mean statutes, rules, regulations, orders, ordinances and other laws of federal, state, county, city or local governmental or quasi-governmental authority, entity or body (or any departmental agency thereof) exercising jurisdiction over the Parcels.

2. Easements.

2.1 Grant of Reciprocal Easements. Subject to any express conditions, limitations or reservations contained herein, the Owners hereby grant, establish, covenant and agree that the Lots, and all Owners and Permittees of the Lots, shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easements which are hereby imposed upon the Lots and all present and future Owner's and Permittees of the Lots:

(a) An easement for reasonable access, ingress and egress over all paved driveways, roadways and walkways as presently or hereafter constructed and constituting a part of the Common Area, so as to provide for the passage of motor vehicles and pedestrians between all portions of the Common Area of such Lots intended for such purposes, and to and from all abutting streets or rights of way furnishing access to such Lots;

(b) An easement for the parking of vehicles in the parking areas designated as part of the Common Areas of the Lots, as such parking areas are indicated on the Site Plan and as the same may be modified or removed from time to time by the Owner of the Lot upon which the parking areas are located (the "Parking Easement"); provided, however, until the expiration or earlier termination of the Shake Shack Lease, Shake Shack shall have exclusive parking rights to the ten (10) parking spots designated on the Site Plan.

(c) An easement under and across those parts of the Common Areas that are not within any permissible building areas shown on the Site Plan, for the installation, maintenance, repair and replacement of water mains, storm drains, sewers, water sprinkler system lines, telephone or electrical conduits or systems, cable, gas mains and other utility facilities necessary for the orderly development and operation of the Common Areas and each Building from time to time located within the Lots; provided that (i) the rights granted pursuant to such easements shall at all times be exercised in such a manner as not to interfere materially with the normal operation of a Lot and the businesses conducted therein, (ii) the exact location of any utilities shall be subject to the approval of the Owner(s) of the burdened Lot(s), and (iii) except in an emergency, the right of any Owner to enter upon the Lot of another Owner for the exercise of any right pursuant to such easements shall be conditioned upon providing reasonable prior advance written notice to the other Owner as to the time and manner of entry. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the ground level or surface of the Lot (except for such parts thereof that cannot and are not intended to be placed below the surface, such as transformers and control panels, which shall be placed in such location as approved by the Owner of the affected Lot.

2.2 Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Lot is subject to the easement harmless from and against all third-party claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.

3. Maintenance.

3.1 Buildings and Appurtenances Thereto. Each Owner covenants to keep and maintain (or cause to be kept and maintained, as applicable), at its sole cost and expense, the Building(s) located from time to time on its respective Lot in good condition and repair, ordinary wear and tear excepted in accordance with Laws.

3.2 Common Area. Lot 3 Owner covenants at all times to operate, repair, clean, remove snow and ice from, supervise, adequately light and otherwise maintain in good order, condition and repair, the Common Area, including making such capital repairs and expenditures as are reasonably necessary to maintain the Common Area in such condition. Such maintenance shall include maintaining, repaving, repairing and striping the surface of the parking and roadway areas. In accordance with Section 4 hereof, Lot 2 Owner and Lot 1 Owner shall each pay (or cause to be paid) the actual and reasonable out-of-pocket expenses and costs incurred by Lot 3 Owner for performing Lot 3 Owner's obligations under this Section 3.2 as to Lot 1 for the Lot 1 Owner and Lot 2 for the Lot 2 Owner, i.e., (i) the Lot 2 Owner shall be responsible for the

expenses and costs arising from Lot 3 Owner's fulfillment of its obligations under this Section 3.2 as to Lot 2, and (ii) the Lot 1 Owner shall be responsible for all expenses and costs arising from Lot 3 Owner's fulfillment of its obligations under this Section 3.2 as to Lot 1 (collectively, such expenses and costs shall be referred to herein as the, "Common Area Maintenance Costs"). Common Area Maintenance Costs for any capital improvement or repair shall only include, in any given year, the amortized cost of such capital improvement or repair, amortized over the useful life of such capital improvement or repair. Common Area Maintenance Costs shall not include any management or administrative fee. Such Common Area Maintenance Costs shall also include (x) commencing on the 2nd anniversary of the effective date of this Agreement, a management fee equal to five (5%) percent of the Common Area Maintenance Costs incurred by Lot 3 Owner during a particular calendar year, and (y) the cost of insurance as provided in Section 5.1 hereof. Each Owner reserves the right to alter, modify, reconfigure, relocate and/or remove the Common Areas or building areas on its Lot, subject to the following conditions: (i) as to Lot 2, during the continuance of the Shake Shack Lease, the express written consent of Shake Shack shall be required as provided in the Shake Shack Lease; (ii) the reciprocal easements between the Lots pursuant to paragraph 2.1 shall not be closed or materially impaired; (iii) ingress and egress to and from the Lots and adjacent streets and roads, shall not be so altered, modified, relocated, blocked and/or removed without the express written consent of all Owners, such consent not to be unreasonably withheld, conditioned or delayed and excepting temporary closures mandated by repairs or restoration work; and, (iv) the same shall not violate any of the provisions and easements granted in paragraph 2. Furthermore, until the expiration or earlier termination of the Shake Shack Lease, the Owners shall not modify the configuration or make any alterations in the area designated as the "No Build Area" as shown on **Exhibit B**, attached hereto, without first obtaining the written consent of Shake Shack, as provided in the Shake Shack Lease.

3.3 Utilities. Each Owner shall at all times during the term hereof construct, operate and maintain or cause to be constructed, operated and maintained, in good condition and repair, ordinary wear and tear and damage by casualty and condemnation excepted, at its sole expense, any utility or other installations serving the Lot of such Owner and from time to time existing on the Lot of another Owner pursuant to an easement described herein. Each Owner shall use commercially reasonable efforts to mitigate any obstruction to or interference with the other's continuous and uninterrupted use of the easements for the purposes set forth herein.

4. Common Area Maintenance Costs.

4.1 Budget. Lot 3 Owner shall, on or about the beginning of each calendar year, submit to Lot 2 Owner and Lot 1 Owner an estimated budget ("Budget") for the Common Area Maintenance Costs for operating and maintaining the Common Area for the ensuing calendar year.

4.2 Payment. The Lot 2 Owner and Lot 1 Owner shall each pay to the Lot 3 Owner in equal monthly payments, in advance, each such Owner's share (in accordance with Section 3.2 hereof) of the Common Area Maintenance Costs based either upon the amount set forth in the Budget, or if a Budget is not then available, the monthly payment established for the prior calendar year. Lot 3 Owner shall estimate such costs for any partial year during which Lot 3 Owner's maintenance obligations commence under Section 3 and Lot 2 Owner and Lot 1 Owner shall each make their first payment in the month following Lot 3 Owner's undertaking of such obligations. Within one hundred twenty (120) days after the end of each calendar year, Lot 3 Owner shall provide each of the other Owners with a statement setting forth the actual Common Area Maintenance Costs paid by Lot 3 Owner, and each of the other Owner's share of the aggregate thereof. If the amount paid by any Owner for such calendar year shall have exceeded its share, Lot 3 Owner shall pay such amount to the applicable Owner. If the amount paid by any Owner for such calendar year shall be less than such Owner's share of Common Area Maintenance Costs, then, such Owner(s) shall pay the balance of such Owner's share to Lot 3 Owner within thirty (30) days after receipt of such statement. Notwithstanding anything to the contrary contained herein, if Lot 3 Owner fails to deliver the aforementioned statement for any reason within 120 days following the end of such calendar year, Lot 3 Owner shall have waived the right to collect any payment from the other Owners if such statement shows such Owner's estimated payments for the year were less than the actual amount owed by such Owner for such year. Any such waiver shall not excuse Lot 3 Owner from providing the computation of the Common Area Maintenance Costs or reimbursing any Owner for any overpayment. Lot 3 Owner shall cause to be kept books and records showing Common Area Maintenance Costs and real estate expenses and the allocation thereof in accordance with an appropriate system of accounts and sound accounting principles consistently applied. The books and records for the Common Area Maintenance Costs shall at all reasonable times be available for inspection and audit by any Owner and its agents upon at least 10 business days prior written notice, and if an Owner fails to provide written notice that it wishes to audit the books and records for a calendar year within 180 days after the end thereof, such Owner shall forfeit the right to audit the books and records for such calendar year. If an Owner finds that the statement of Common Area Maintenance Costs submitted by Lot 3 Owner to the other Owners understates the amount due and owing by the Owner(s) under this Section 4, the applicable Owner(s) shall pay such amount within 15 business days thereafter. If an Owner finds that the statement of Common Area Maintenance Costs submitted by Lot 3 Owner to the Owners overstates the amount due and owing from such Owner(s) under this Section 4, Lot 3 Owner shall pay such amount within 15 business days thereafter, plus if such overstatement is 3% or more of the amount paid, Lot 3 Owner shall reimburse the Owner making such audit for all reasonable, actual out-of-pocket costs and expenses of such audit or inspection within 15 business days after the completion of such audit.

5. Insurance.

5.1 Common Area. Lot 3 Owner shall maintain or cause to be maintained in full force and effect Comprehensive General Liability Insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) covering the Common Area with a combined single limit of liability of not less than \$2,000,000 per occurrence and a general aggregate amount on a per location basis of not less than \$4,000,000) for bodily injury, personal injury and property damage, arising out of any one occurrence; each Owner shall be an additional insured under such policy. Such insurance on the Common Area shall be a Common Area Maintenance Cost to be allocated between the Lots as determined by Lot 3 Owner.

5.2 Parcel. Throughout the term of this Agreement, each Owner shall procure and maintain insurance general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in paragraph 2.2 above), death, or property damage occurring upon such Owner's Lot, with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) including umbrella coverage, if any, and naming each other Owner (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change thereof) as additional insureds.

6. Taxes and Assessments. Each Owner shall pay (or cause to be paid) all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Lot.

7. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Lot 3, Lot 2 or Lot 1. No easements, except those expressly set forth herein shall be implied by this Agreement.

8. Remedies and Enforcement.

8.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

8.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner

upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by J.P. Morgan Chase (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles on a Lot, an Owner may immediately cure the same and be reimbursed by the Owner that is responsible therefor upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

8.3 Lien Rights. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Lot of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the County Recorder of DuPage County, Illinois; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all mortgage liens recorded in the Office of the County Recorder of DuPage County, Illinois prior to the date of recordation of said notice of lien, and (iii) all leases entered into (including any amendments, renewals or extensions thereof), whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien. A mortgagee who acquires title shall not be obligated to cure a then-existing breach of this Agreement which is of a type not reasonably practical or feasible for such mortgagee to cure. The determination of Lot 3 Owner made in good faith as to whether a breach is incurable or not feasible to cure shall be final and binding on all mortgagees. In addition, any mortgagee who obtains an interest through any foreclosure (or similar procedure), and their successors in interest, shall take title free of any Assessment Lien and any other claims under this Agreement as shall have accrued up to the time of any foreclosure, but subject to an Assessment Lien that accrues subsequent to the mortgagee taking title as a result of such foreclosure.

8.4 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

8.5 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Lot made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall

be binding upon and effective against any Owner of such Lot covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

9. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the DuPage County Recorder and shall remain in full force and effect thereafter in perpetuity (or if the Law (including any rule against perpetuities or other statutory or common law rule) prescribes a shorter period, then upon expiration of such period), unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of Lot 3, Lot 2 and Lot 1 in accordance with paragraph 10.2 hereof.

10. Miscellaneous.

10.1 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

10.2 Amendment.

(a) The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Lot 3, Lot 2 and Lot 1, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of DuPage County, Illinois, provided that, while the Shake Shack Lease is in effect, the Owners shall not modify, amend or terminate this Agreement without the prior written consent of Shake Shack, which consent shall be given or withheld in accordance with the requirements under the Shake Shack Lease.

(b) Intentionally deleted.

10.3 Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner (or Shake Shack, as applicable) under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing and may, unless otherwise expressly set forth herein, be withheld in such party's sole and absolute discretion.

10.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

10.5 No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

10.6 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

10.7 Grantee's Acceptance. The grantee of any Lot or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Lot, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

10.8 Separability. Each provision of this Agreement and the application thereof to Lot 3, Lot 2 and Lot 1 are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Lots by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

10.9 Time of Essence. Time is of the essence of this Agreement.

10.10 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

10.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other

national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party and Shake Shack may change from time to time their respective address for notice hereunder by like notice to the other party and Shake Shack. Notice given by any Owner hereunder to be effective shall also simultaneously be delivered to Shake Shack (during the continuance of the Shake Shack Lease). The notice addresses of the Lot 3 Owner, the Lot 2 Owner, the Lot 1 Owner and Shake Shack are as follows:

Lot 3 Owner, Lot 2 Owner and Lot 1 Owner:

c/o Franklin Partners, LLC
1900 Spring Road, Suite 420
Oak Brook, Illinois 60523
Attention: Ray Warner

With a copy to:

Levenfeld Pearlstein, LLC
2 N. LaSalle Street, Suite 1300
Chicago, Illinois 60602
Attention: Marc Joseph and Tal Izraeli

Shake Shack:

Shake Shack Illinois (aka #1227 Oakbrook)
c/o Shake Shack Enterprises, LLC
225 Varick Street, Suite 301
New York, NY 10014
Attention: Real Estate Counsel

With a copy to:

c/o Shake Shack Enterprises, LLC
225 Varick Street, Suite 301
New York, NY 10014
Attention: Vice President of Development

With another copy to: Jones Day

77 West Wacker Drive, Suite 3500
Chicago, Illinois 60601
Attention: Trisha Mowbray

10.12 Governing Law. This Agreement shall be governed by the laws of the State of Illinois.

10.13 Estoppel Certificates. Each Owner, within twenty (20) day of its receipt of a written request from the other Owner(s), shall from time to time provide the requesting Owner, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or

violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

10.14 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Lot, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

10.15 Third-Party Beneficiary. The Owners hereto acknowledge and agree that, while the Shake Shack Lease is in effect, Shake Shack is an intended third party beneficiary of this Agreement and shall be entitled to enforce the provisions of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Lot 3 Owner:

**Franklin 1900 Spring Road, LLC, an
Illinois limited liability company**

By: [Signature]
Its: Manager

STATE OF ILLINOIS)
COUNTY OF DuPage) SS

I, Bernadette N Rodeghero, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Donald J Shumaker, a authorized signatory of Franklin 1900 Spring Road, LLC, an Illinois limited liability company (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, as authorized signatory of the Company, acknowledged to me that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of the Company, pursuant to the authority granted to him by the Company, for the uses and purposes therein set forth.

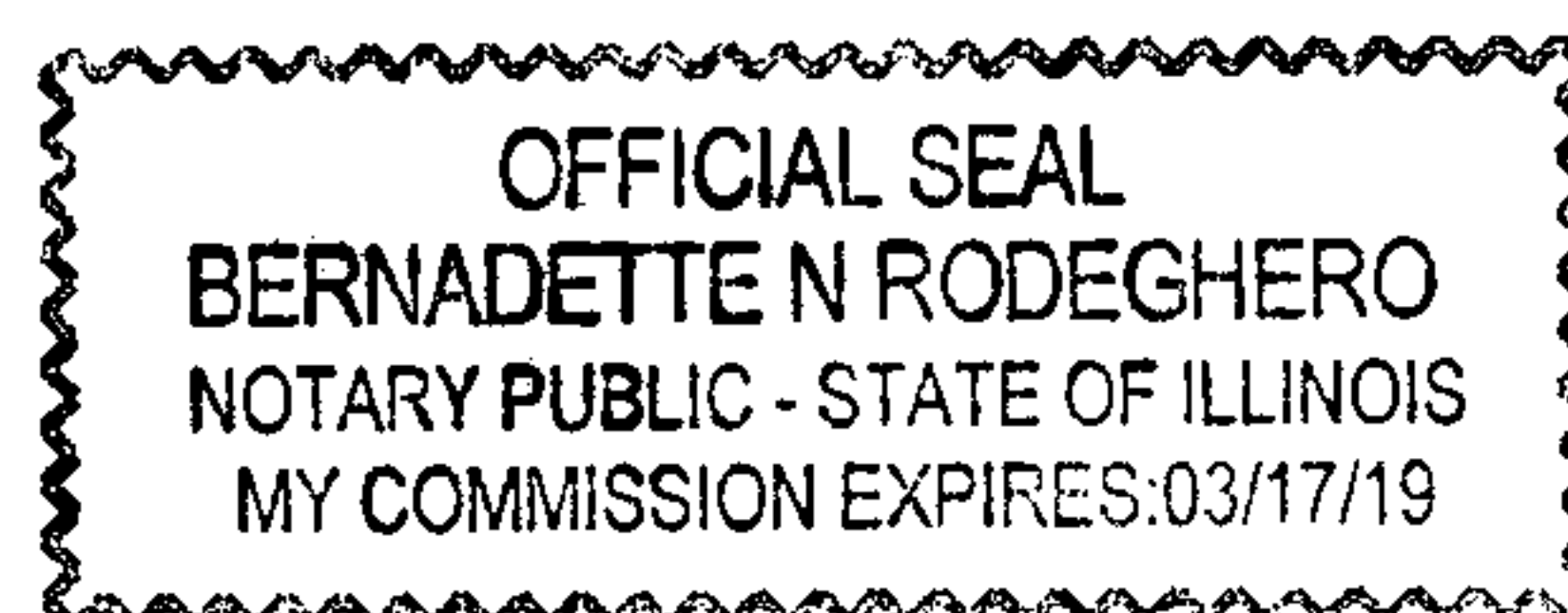
GIVEN under my hand and Notarial Seal this 21 day of July, 2018.

(Seal)

Bernadette N Rodeghero
Notary Public

My commission expires: 7/27/18 3/17/19

[Signature Page(s) Continued]



Lot 2 Owner:

**Franklin 1900 Spring Road Lot 2, LLC, an
Illinois limited liability company**

By: [Signature]
Its: Donald J. Shoemaker

STATE OF ILLINOIS)
) SS
COUNTY OF DuPage)

I, Bernadette N. Rodeghero, a Notary Public in and for said County,
in the State aforesaid, do hereby certify that Donald J. Shoemaker, a
authorized signatory of Franklin 1900 Spring Road Lot 2, LLC, an Illinois limited liability
company (the "Company"), personally known to me to be the same person whose name
is subscribed to the foregoing instrument, appeared before me this day in person and,
as authorized signatory of the Company, acknowledged to me that he signed and
delivered the said instrument as his free and voluntary act and as the free and voluntary
act of the Company, pursuant to the authority granted to him by the Company, for the
uses and purposes therein set forth.

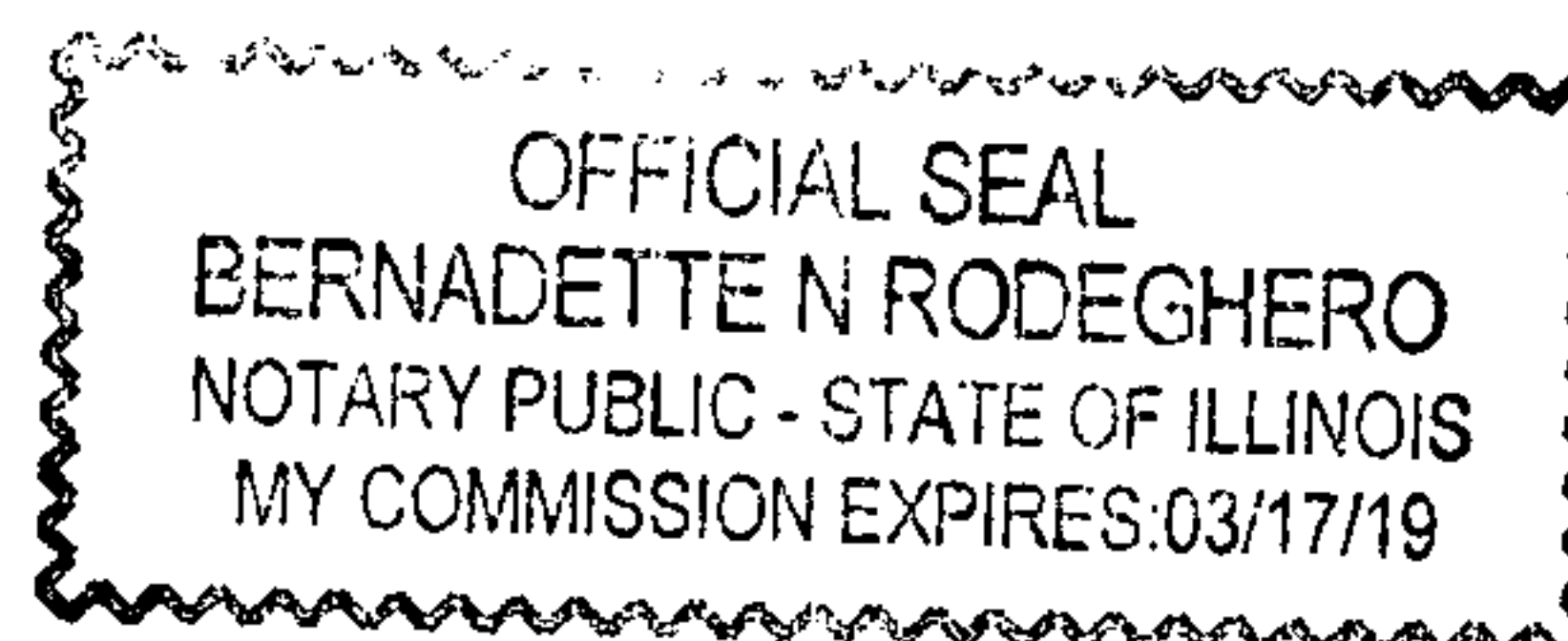
GIVEN under my hand and Notarial Seal this 27 day of July,
2018.

(Seal)

Bernadette N. Rodeghero
Notary Public

My commission expires: 3/17/19

[Signature Page(s) Continued]



Lot 1 Owner:

**Franklin 1900 Spring Road Lot 1, LLC, an
Illinois limited liability company**

By: [Signature]
Its: Manager

STATE OF ILLINOIS)
) SS
COUNTY OF DuPage)

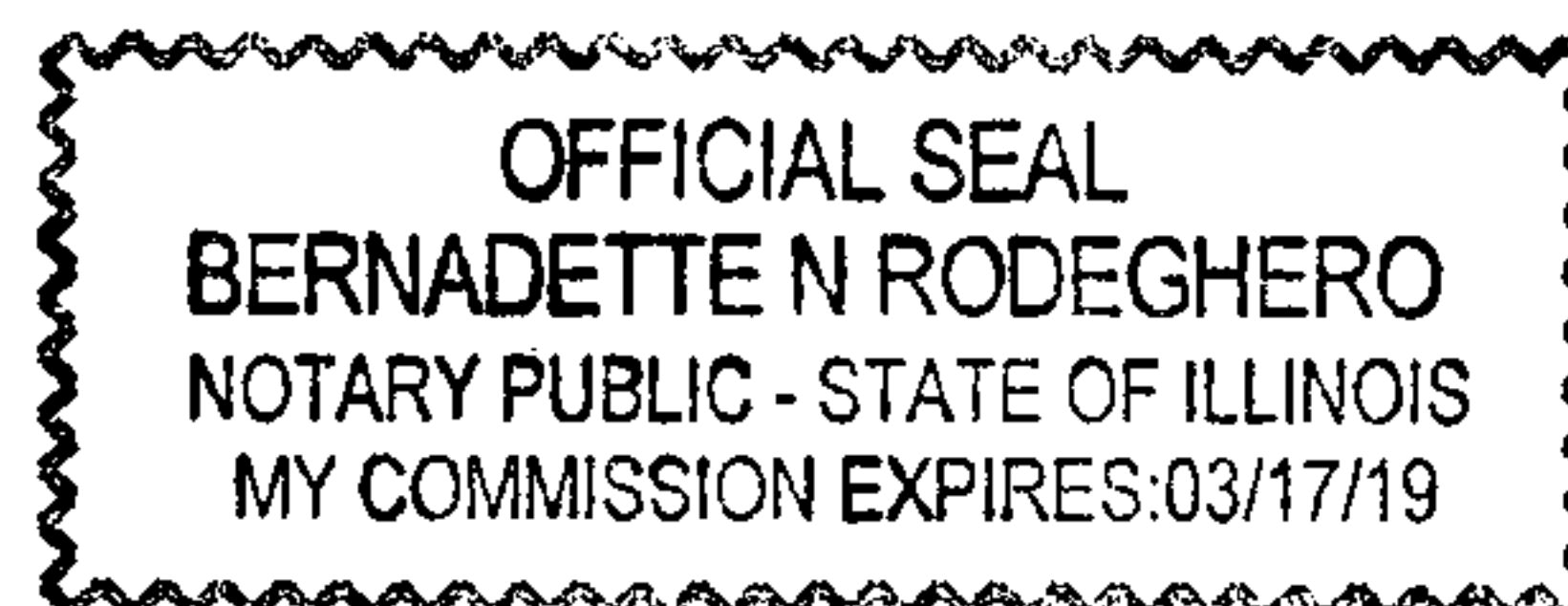
I, Bernadette N. Rodeghero, a Notary Public in and for said County,
in the State aforesaid, do hereby certify that Donald J. Shoemaker, a
authorized signatory of Franklin 1900 Spring Road Lot 1, LLC, an Illinois limited liability
company (the "Company"), personally known to me to be the same person whose name
is subscribed to the foregoing instrument, appeared before me this day in person and,
as authorized signatory of the Company, acknowledged to me that he signed and
delivered the said instrument as his free and voluntary act and as the free and voluntary
act of the Company, pursuant to the authority granted to him by the Company, for the
uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of July,
2018.

(Seal)

Bernadette N. Rodeghero
Notary Public

My commission expires: 3/17/19



CONSENT AND SUBORDINATION

The undersigned, as mortgagee of the Lots does hereby consent to the terms of this Agreement and subordinates all of their right, title, and interest in the Lots to the rights, and interests granted and created under this Agreement.

First Midwest Bank

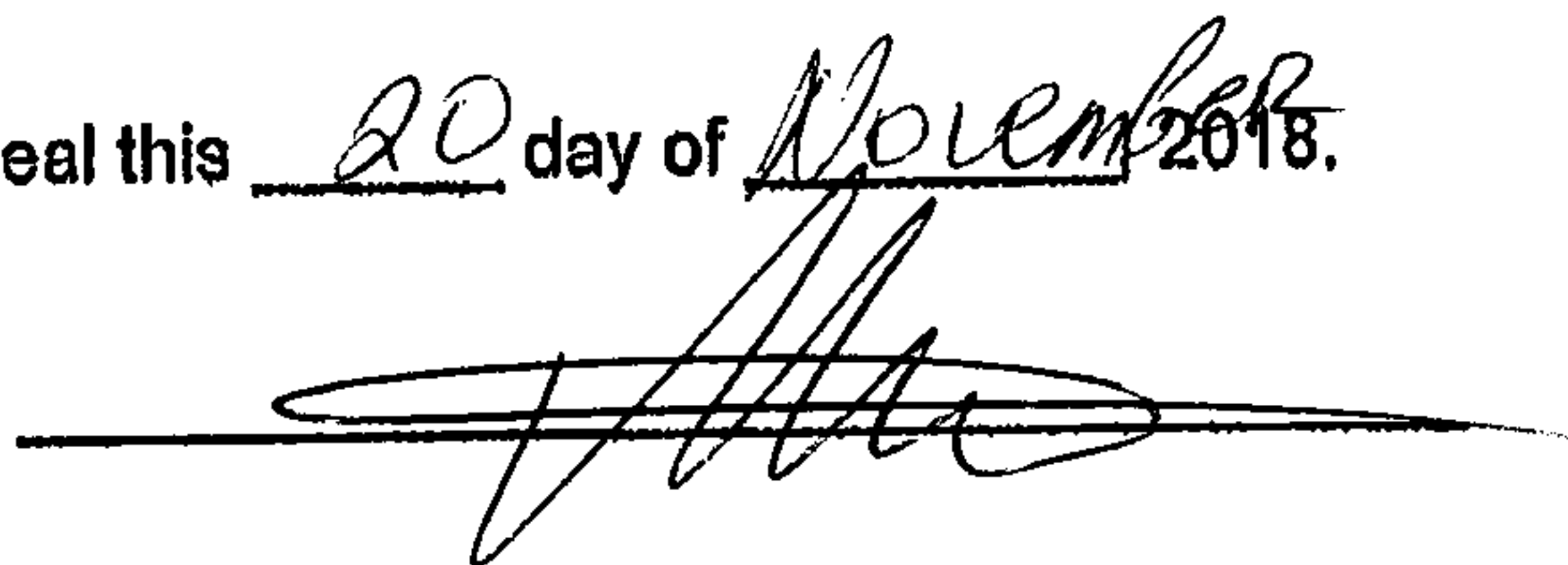
By: Gia Ormond
Name: Gia Ormond
Title: Senior Vice President

STATE OF IL)
COUNTY OF COOK) SS.

I, Maria Karetnikov, a Notary Public in and for said County in the State aforesaid, do hereby certify that Gia Ormond SVP of **First Midwest Bank**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such SVP appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 20 day of November 2018.

Notary Public



Exhibits:

- Exhibit "A" - Legal Descriptions of Lot 3
- Exhibit "A-1" - Legal Description of Lot 2
- Exhibit "A-2" - Legal Description of Lot 1
- Exhibit "B" - Site Plan

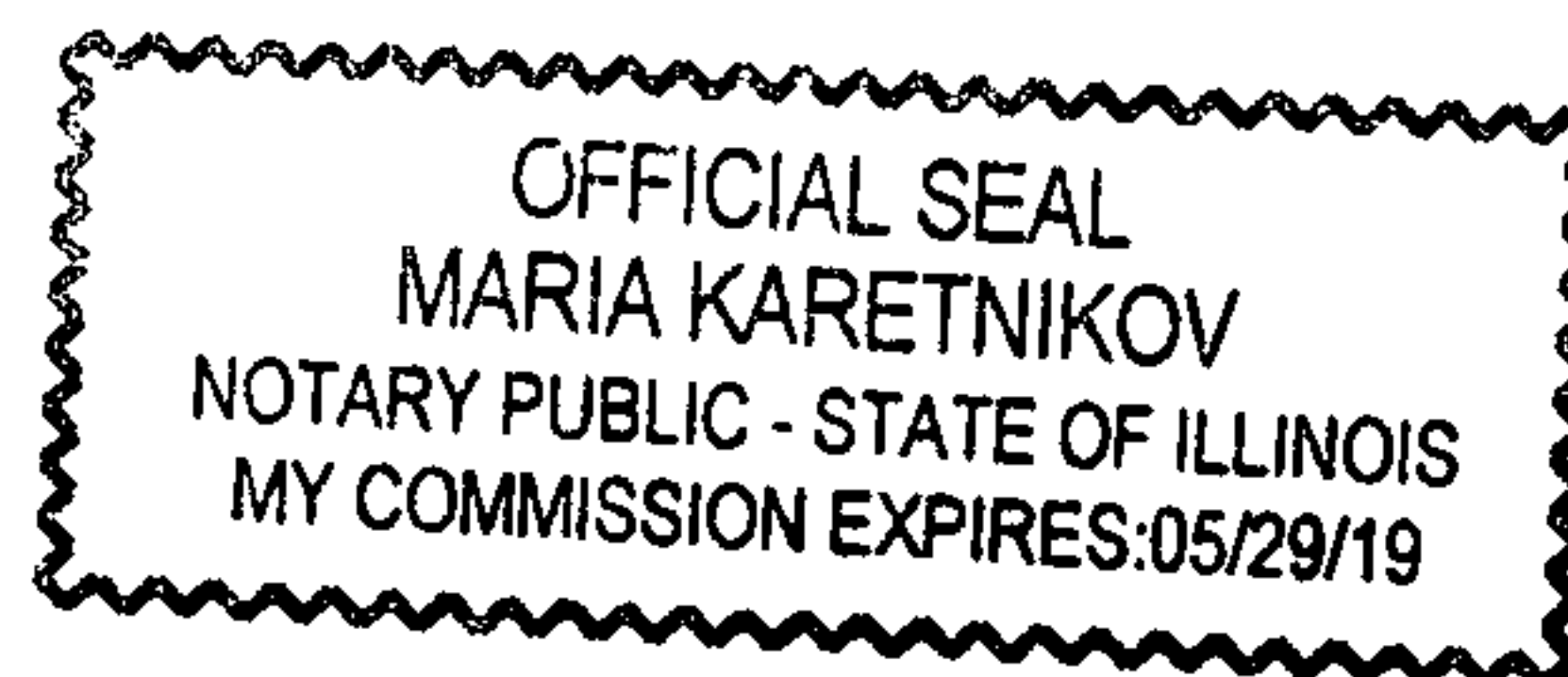


EXHIBIT "A" Legal Description of Lot 3

LOT 3 IN THE FINAL PLAT OF FRANKLIN SUBDIVISION PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS ACCORDING TO THE SAID PLAT OF FRANKLIN SUBDIVISION RECORDED APRIL 27, 2018 AS DOCUMENT R2018-036669

PART OF PIN: 06-23-302-003-0000

Address: 1950 Spring Road, Oak Brook, IL 60523

EXHIBIT "A-1" Legal Description of Lot 2

LOT 2 IN THE FINAL PLAT OF FRANKLIN SUBDIVISION PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS ACCORDING TO THE SAID PLAT OF FRANKLIN SUBDIVISION RECORDED APRIL 27, 2018 AS DOCUMENT R2018-036669.

PART OF PIN: 06-23-302-003-0000

Address: 1950 Spring Road, Oak Brook, IL 60523

EXHIBIT "A-2" Legal Description of Lot 1

LOT 1 IN THE FINAL PLAT OF FRANKLIN SUBDIVISION PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS ACCORDING TO THE SAID PLAT OF FRANKLIN SUBDIVISION RECORDED APRIL 27, 2018 AS DOCUMENT R2018-036669.

PART OF PIN: 06-23-302-003-0000

Address: 1950 Spring Road, OAK Brook, IL 60523

LEGEND

COMMON AREA

1900 SPRING ROAD - SOUTH REDEVELOPMENT

COMMON AREA EXHIBIT

EXH1

REVISIONS			
NO.	DATE	DESCRIPTION	BY

V3 Consulting
 1785 JAMES A. WHITE
 SUITE 100, AL 36817
 800.731.8112
 800.731.8112 fax
 www.v3consulting.com

1900 SPRING ROAD - SOUTH REDEVELOPMENT

COMMON AREA EXHIBIT

EXH1

CAK BROOK FINAL ENGINEERING

ELIOTS

MEMORANDUM TO: Luigi Randazzo
OC, LLC

FROM: Javier Millan
Principal

Luay Aboona, PE, PTOE
Principal

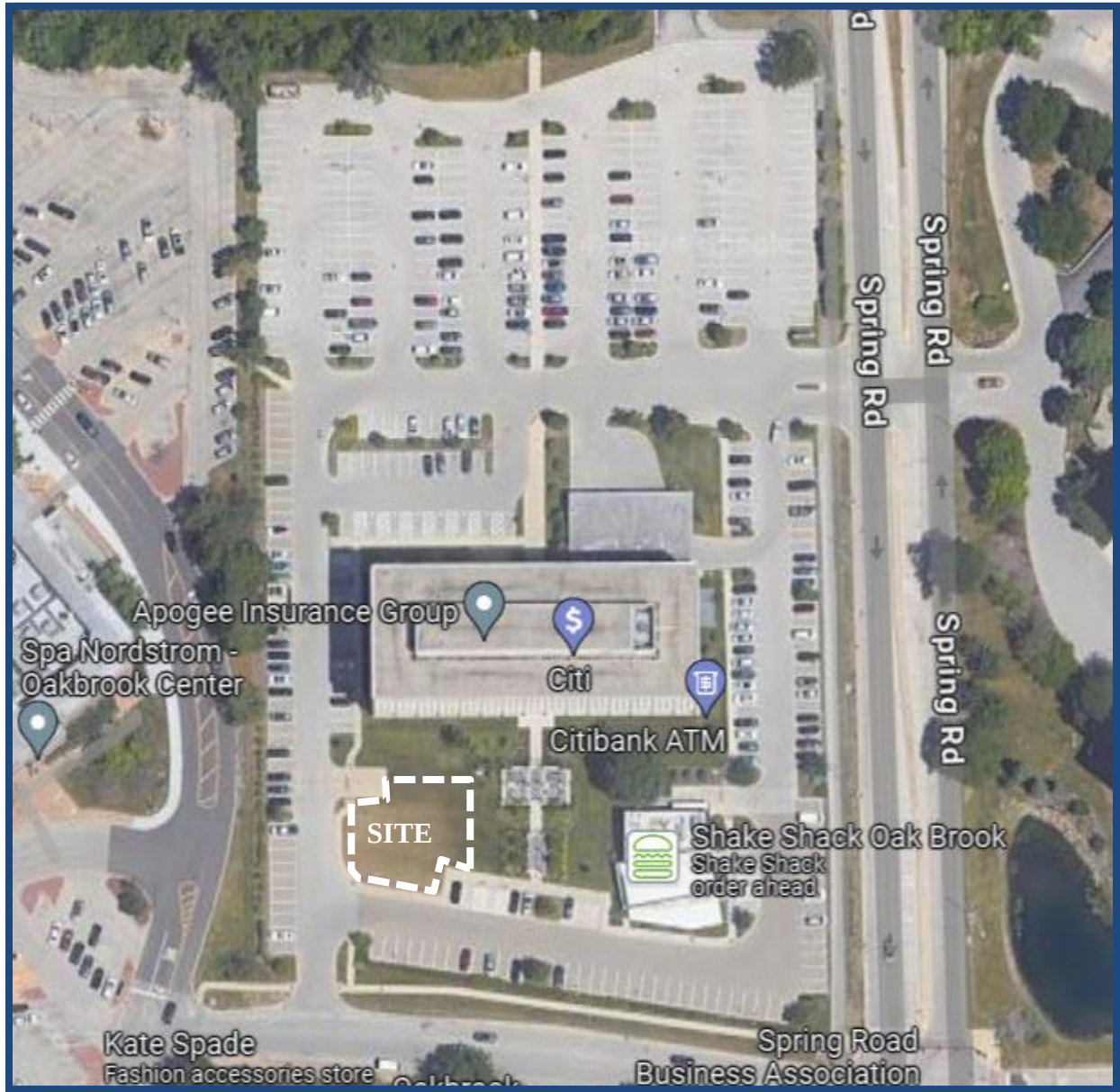
DATE: August 21, 2024

SUBJECT: Parking Study
KIDS Urgent Care
Oak Brook, Illinois

This memorandum presents the findings of a parking study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the proposed urgent care facility (Urgent Care) to be located within the 1900 Spring Road office development in Oak Brook, Illinois. The site currently contains a 110,857 square-foot office building and a 3,657 square-foot Shake Shack restaurant. Approximately 410 parking spaces are provided within the site, of which 10 are dedicated to the Shake Shack restaurant. The proposed plan calls for constructing an approximately 9,800 square-foot Urgent Care for children. **Figure 1** shows an aerial view of the site.

The purpose of this study was to assess the adequacy of the parking supply in meeting the parking demand of the proposed Urgent Care. In order to do that, the following tasks were undertaken:

- Parking occupancy surveys were conducted by KLOA, Inc. at the parking lot on Tuesday from 8:00 A.M. to 6:00 P.M. and on Saturday from 9:00 A.M. to 3:00 P.M.
- The existing parking demand was evaluated to determine the adequacy of the current supply in meeting the existing needs of the office development.
- The amount of required parking for the Urgent Care was estimated based on the following:
 - Village of Oak Brook parking code requirements
 - Parking ratios published by the Institute of Transportation Engineers (ITE)
- The existing parking demand was compared to the existing parking supply to determine the adequacy of the parking supply in accommodating the parking needs of the proposed Urgent Care.



Aerial View of Site

Figure 1

Parking Occupancy Surveys

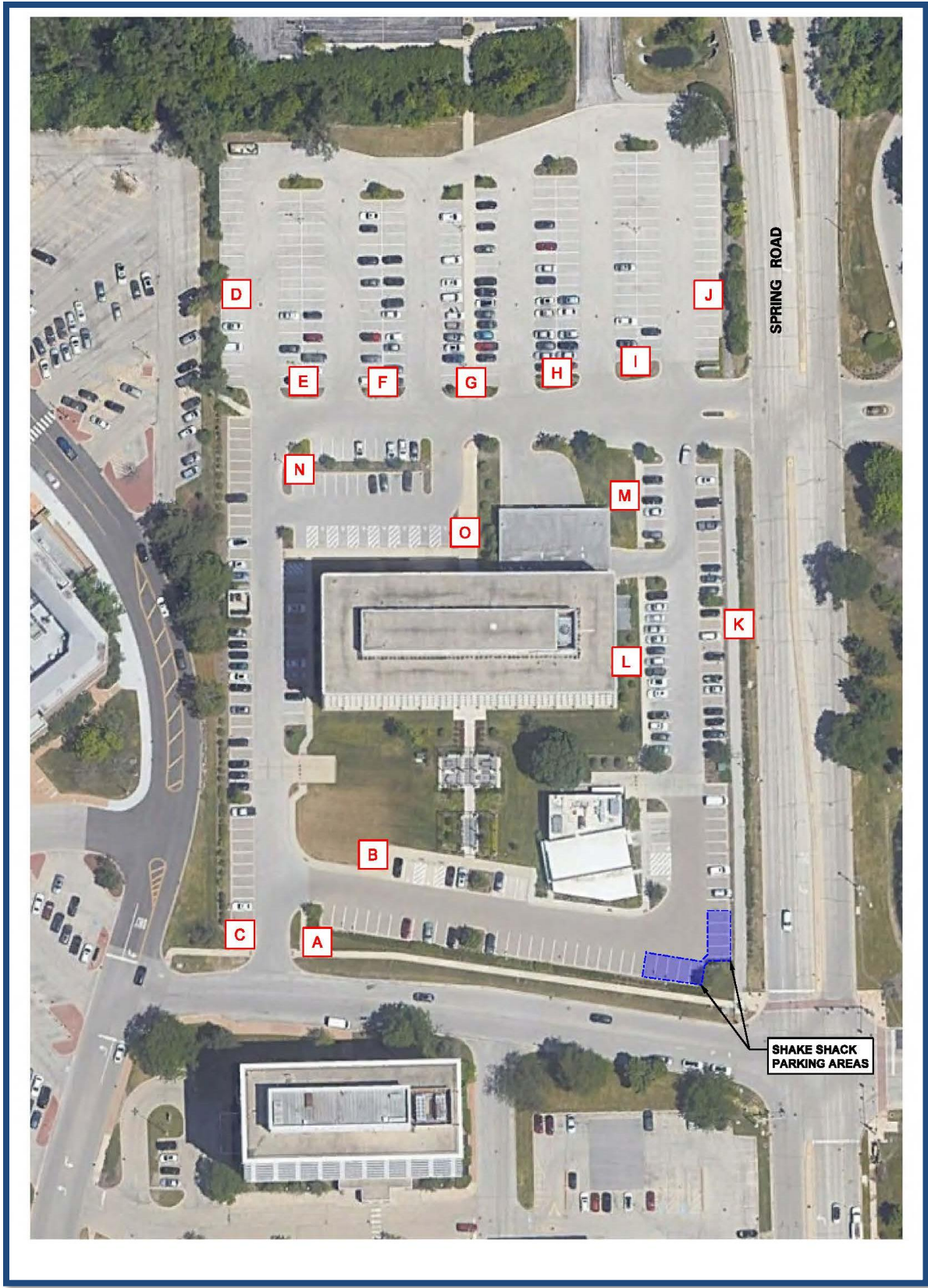
In order to determine the existing parking demand, parking occupancy surveys were conducted at the parking lot serving the 1900 Spring Road building on Tuesday June 11, 2024 from 8:00 A.M. to 6:00 P.M. and on Saturday June 8, 2024 from 9:00 A.M. to 3:00 P.M. The parking occupancy of the lot per row was collected every 30 minutes. **Figure 2** illustrates the row designation. The results of the parking surveys are summarized in **Tables 1** and **2** (all of the tables mentioned in this study are located in the Appendix). Table 1 shows the number of occupied parking spaces on Tuesday while Table 2 shows the number of occupied parking spaces on Saturday. **Tables 3** and **4** show the occupancy percentage of the parking lot. It is worth noting that based on our observations, approximately 50 to 60 percent of the vehicles parked along Row C were observed to walk west towards the Nordstrom store. As such, not all of the parking demand in this row is generated by the 1900 Spring Road office building.

The parking surveys have shown that the average parking demand on a weekday is approximately 183 parked vehicles, which translates into a 45 percent parking occupancy. The peak parking demand occurred at 12:30 P.M. with 194 parked vehicles or a 47 percent parking occupancy. On Saturday, the average parking demand was 44 parked vehicles which translates into an 11 percent parking occupancy. The peak parking demand on Saturday was 66 vehicles occurring at 1:30 P.M. This translates into a 16 percent parking occupancy.

KLOA, Inc. also looked at the parking demand of the office building without taking into account the 10 spaces dedicated to the Shake Shack restaurant. As such, the office parking field provides 400 parking spaces. Based on a review of the surveys, the office building had an average peak parking demand of 135 parked vehicles which translates into a 34 percent parking occupancy. The peak parking demand for the office building occurred at 10:30 A.M., 11:00 A.M., 12:00 P.M., and 2:30 P.M. with 164 parked vehicles or a 41 percent parking occupancy. As such and at a minimum, the office building has a surplus of 236 parking spaces at any given time on a weekday. On Saturday, the peak parking demand of the office building was 38 vehicles which translates into a nine percent parking occupancy, thus having a surplus of 362 parking spaces.

Therefore, the results of the surveys indicate that on a weekday and including the Shake Shack parking field, there is 55 percent or more of the parking lot available to accommodate any additional parking needs. On Saturday, there is 88 percent or more of the parking lot available to accommodate any additional parking needs.

Bar graphs depicting the parking demand of the parking lot are included in the Appendix.



Surveyed Parking Rows

Figure 2

Characteristics of the Proposed Urgent Care Facility

The proposed Urgent Care facility will provide daily children's medical services. Below is a breakdown of its operational characteristics:

- Hours of operation: 9:00 A.M. to 9:00 P.M.
- Number of staff: Four
- Average number of patients seen in an hour: Two to four
- Busiest times: Evenings and weekends

In addition to the main level where most of the patients will be seen, the lower level of the Urgent Care will be finished for medical space and may be used for overflow patients or if any specialists need to see patients. It is anticipated that this lower level could house an additional three employees. However, this ground floor usage will be limited to a maximum 10-20 hours per week.

Parking Requirements per Village Code

As previously indicated, the site is occupied by a 110,857 square-foot office building containing various land uses and a Shake Shack restaurant. Below is a breakdown of the land uses and their square footage.

Office Building

- Bank – 8,612 square feet
- Dentist – 3,903 square feet
- Dermatologist – 7,221 square feet
- General office space – 91,121 square feet

Restaurant

- Shake Shack restaurant – 3,657 square feet

Based on a review of the Village of Oak Brook, below is the required number of parking spaces, per land use for the existing office building and restaurant.

- Bank (one space per 250 square feet) = 34 spaces
- Dentist (one space per 200 square feet) = 20 spaces
- Dermatologist (one space per 200 square feet) = 36 spaces
- General office (one space per 300 square feet) = 304 spaces
- Shake Shack (one space per 200 square feet) = 37 spaces

Total parking spaces required for the existing uses per code = 431 spaces

While the Shake Shack restaurant requires 37 spaces, it is our understanding that per the approved plans, Shake Shack has 10 dedicated parking spaces. As such, although a total of 410 spaces are provided within the site, the net number of parking spaces available to the office building is 400 spaces. Therefore, based on the above and per code, the office building currently has a surplus of six parking spaces ($400 - 34 - 20 - 36 - 304 = 6$).

The proposed Urgent Center will be approximately 9,800 square feet and will require one space per 200 square feet for a total of 49 off-street parking spaces. As such, the available parking field will be short of meeting code requirements by 43 spaces ($400 - 34 - 20 - 36 - 304 - 49 = -43$).

Parking Requirements per ITE Parking Rates

In reviewing the survey data published in the Institute of Transportation Engineers' (ITE) 6th Edition of the *Parking Generation Manual*, the following average peak parking demands were determined for each land use:

- Bank (Land-Use Code 912)
 - Monday-Friday: 28 spaces (ratio of 3.25 spaces per 1,000 square feet)
- Dentist (Land-Use Code 720)
 - Monday-Friday: 14 spaces (ratio of 3.58 spaces per 1,000 square feet)
- Dermatologist (Land-Use Code 720)
 - Monday-Friday: 23 spaces (ratio of 3.18 spaces per 1,000 square feet)
- General Office (Land-Use Code 710)
 - Monday-Friday: 169 spaces (ratio of 1.85 spaces per 1,000 square feet)
- Fast Casual Restaurant (Land-Use Code 930)
 - Monday-Friday: 36 spaces (ratio of 9.8 spaces per 1,000 square feet)
- Urgent Care Center (Land-Use Code 660)
 - Monday-Friday: 29 spaces (ratio of 2.95 spaces per 1,000 square feet)

As such, based on ITE *Parking Generation Manual* rates, the proposed development should provide a total of 299 parking spaces. This results in a surplus of 101 parking spaces ($400 - 299 = 101$).

Overall Parking Evaluation

In order to determine the adequacy of the existing parking supply in meeting the additional parking demand of the Urgent Care, an hourly shared parking analysis was conducted based on the results of the existing parking demand and utilizing the Village of Oak Brook parking requirements and the ITE parking rates for the proposed Urgent Care. The hourly distribution of the Urgent Care center was based on information published in the *ITE Parking Generation Manual*, 6th Edition. **Tables 5** through **8** summarize the results of the shared parking analysis for a weekday and a Saturday.

As can be seen, the projected parking demand by the Urgent Care, either utilizing the Village of Oak Brook parking requirements or the ITE rates, can be easily accommodated by the existing number of parking spaces with a surplus of at least 172 parking spaces on a weekday and 301 parking spaces on a Saturday.

In addition, the adequacy of the parking field immediately adjacent to the site of the proposed Urgent Care was also evaluated. In order to do this, only parking rows A, B, C, O, and P were accounted for. The total number of parking spaces in these rows is 96. **Tables 9** and **10** show the parking demand of these rows.

As can be seen from Table 9, there is, at a minimum, a surplus of 42 parking spaces on a weekday (12:30 P.M.). This surplus can accommodate at least 86 percent of the required number of parking spaces for the proposed Urgent Care with the additional seven (7) required parking easily accommodated by the other adjacent parking rows within the parking lot. It is important to note that this surplus can accommodate the projected peak parking demand based on ITE rates. Furthermore and as previously indicated, approximately 50 percent of the vehicles recorded parking on Row C walked towards the Nordstrom store. If the number of vehicles that parked on this row and walked to the Nordstrom store is removed, the immediate adjacent parking field could accommodate 100 percent of the required number of parking spaces. As such, it is recommended that signage be provided at the parking spaces along Row C for 1900 Spring Road restricting the usage to the patrons/customers of the site only.

On Saturday, the surplus in these adjacent rows is at least 71 spaces, which can easily accommodate the required number of parking spaces per Village code or those per the ITE rates.

Conclusion

Based on the results of the parking surveys and the shared parking analysis, the following is concluded:

- The existing parking supply adequately meets and exceeds the existing parking demand of the building.
- With the development of the Urgent Care and either applying the Village of Oak Brook parking code or the ITE parking rates and based on the parking occupancy surveys, the overall parking supply will be adequate in accommodating the additional parking demand.
- Based on the parking surveys, the parking rows adjacent to the location of the proposed Urgent Care (parking rows A, B, C, O, and P) will be adequate in accommodating at least 86 percent of the required parking spaces per code (42 out of 49) with the remaining seven (7) spaces being easily accommodated by the other parking spaces available within the parking lot.
- When the ITE parking rates are applied, the parking demand will be met by the available parking spaces within the parking rows adjacent (parking rows A, B, C, O, and P) to the location of the proposed Urgent Care.
- Based on our observations, it is recommended that signs be posted at the parking spaces along Row C for 1900 Spring Road restricting their usage to the patrons/customers of the site only.

Appendix

Table 1

TUESDAY, JUNE 11, 2024 PARKING SURVEY – NUMBER OF OCCUPIED PARKING SPACES

Time	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Shake Shack	Total
8:00 AM	5	3	3	2	3	9	11	10	1	0	6	6	0	5	1	6	0	71
8:30 AM	8	3	6	2	3	14	18	10	3	1	10	9	2	10	1	8	0	108
9:00 AM	14	3	11	2	5	18	24	13	4	1	17	10	4	8	1	10	0	145
9:30 AM	14	3	12	2	6	18	24	13	4	1	20	10	6	8	1	10	0	152
10:00 AM	15	3	15	2	6	18	23	13	4	1	21	11	6	10	1	11	0	162
10:30 AM	14	5	16	2	7	19	24	15	4	1	22	14	6	11	3	11	0	174
11:00 AM	13	5	17	2	7	18	23	15	4	1	22	15	7	14	1	11	0	175
11:30 AM	14	6	16	2	7	17	23	15	4	1	24	16	7	15	2	11	2	182
12:00 PM	15	6	19	2	7	18	22	13	3	1	27	16	7	15	2	11	4	188
12:30 PM	18	6	18	4	7	18	21	13	4	1	30	16	6	12	1	11	8	194
1:00 PM	20	4	16	4	7	16	21	15	3	2	31	16	6	12	1	9	6	189
1:30 PM	17	5	17	4	7	17	23	14	3	1	32	16	6	9	1	9	6	187
2:00 PM	16	3	17	4	8	17	24	14	3	1	32	19	5	10	1	10	5	189
2:30 PM	17	3	21	5	7	16	23	14	3	1	30	17	7	12	0	10	5	191
3:00 PM	16	3	17	4	7	18	22	14	3	1	28	14	6	8	1	10	3	175
3:30 PM	14	3	19	4	7	18	21	14	3	0	29	15	6	8	1	9	3	174
4:00 PM	8	2	17	5	6	16	20	10	3	0	29	12	6	10	2	8	1	155
4:30 PM	11	3	19	5	6	13	19	10	2	0	28	10	6	6	1	7	1	147
5:00 PM	8	3	17	5	6	7	15	7	1	0	20	9	3	6	0	7	2	116
5:30 PM	5	1	8	4	5	1	7	3	1	0	15	7	2	6	0	1	2	68
6:00 PM	9	3	6	2	4	1	9	4	0	0	15	7	0	3	0	1	0	64
Inventory	26	8	40	22	36	34	35	36	38	20	35	19	7	22	8	14	10	410

Table 2

SATURDAY, JUNE 8, 2024 PARKING SURVEY – NUMBER OF OCCUPIED PARKING SPACES

Time	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Shake Shack	Total
9:00 AM	0	0	0	2	0	0	0	2	0	0	2	2	0	1	0	0	0	9
9:30 AM	0	0	0	2	0	0	0	2	1	0	2	3	0	1	0	0	0	11
10:00 AM	0	1	2	2	0	0	0	2	1	0	4	4	0	10	0	0	0	26
10:30 AM	0	1	1	3	0	0	0	2	2	0	6	5	0	8	1	0	0	29
11:00 AM	1	1	3	2	0	1	0	2	2	0	10	9	0	7	0	0	2	40
11:30 AM	1	2	7	2	0	1	0	2	1	0	12	8	0	8	0	0	4	48
12:00 PM	0	1	7	5	1	1	0	3	1	0	13	8	0	3	0	0	2	45
12:30 PM	7	1	9	5	1	0	0	2	0	0	15	9	0	4	0	1	8	62
1:00 PM	11	2	10	3	2	0	0	2	0	0	15	8	0	3	0	0	7	63
1:30 PM	14	2	8	3	1	1	0	2	0	0	16	9	0	2	0	0	5	66
2:00 PM	5	2	11	3	2	0	0	2	0	0	16	9	0	0	0	0	5	55
2:30 PM	10	3	12	4	2	0	0	2	0	0	16	8	0	0	0	0	8	65
3:00 PM	5	0	14	4	1	1	1	2	0	0	16	10	0	0	0	0	4	58
Inventory	26	8	40	22	36	34	35	36	38	20	35	19	7	22	8	14	10	410

Table 3

TUESDAY, JUNE 11, 2024 PARKING SURVEY – OCCUPANCY PERCENTAGE

Time	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Shake Shack
8:00 AM	19%	38%	7%	9%	8%	26%	31%	28%	3%	0%	17%	32%	0%	23%	13%	43%	0%
8:30 AM	31%	38%	15%	9%	8%	41%	51%	28%	8%	5%	29%	47%	29%	45%	13%	57%	0%
9:00 AM	54%	38%	27%	9%	14%	53%	69%	36%	11%	5%	49%	53%	57%	36%	13%	71%	0%
9:30 AM	54%	38%	30%	9%	17%	53%	69%	36%	11%	5%	57%	53%	86%	36%	13%	71%	0%
10:00 AM	58%	38%	37%	9%	17%	53%	66%	36%	11%	5%	60%	58%	86%	45%	13%	78%	0%
10:30 AM	54%	63%	40%	9%	19%	56%	69%	42%	11%	5%	63%	74%	86%	50%	38%	78%	0%
11:00 AM	50%	63%	42%	9%	19%	53%	66^	42%	11%	5%	63%	79%	100%	64%	13%	78%	0%
11:30 AM	54%	75%	40%	9%	19%	17	66%	42%	11%	5%	69%	84%	100%	68%	25%	78%	20%
12:00 PM	58%	75%	47%	9%	19%	53%	63%	36%	8%	5%	77%	84%	100%	68%	25%	78%	40%
12:30 PM	69%	75%	45%	18%	19%	53%	60%	36%	11%	5%	86%	84%	86%	55%	13%	78%	80%
1:00 PM	77%	50%	40%	18%	19%	47%	60%	42%	8%	10%	89%	84%	86%	55%	13%	64%	60%
1:30 PM	65%	63%	42%	18%	19%	50%	66%	39%	8%	5%	91%	84%	86%	41%	13%	64%	60%
2:00 PM	62%	38%	42%	18%	22%	50%	69%	39%	8%	5%	91%	100%	71%	45%	13%	71%	50%
2:30 PM	65%	38%	52%	23%	19%	47%	66%	39%	8%	5%	86%	89%	100%	55%	0%	71%	50%
3:00 PM	62%	38%	42%	18%	19%	53%	63%	39%	8%	5%	80%	74%	86%	36%	13%	71%	30%
3:30 PM	54%	38%	47%	18%	19%	53%	60%	39%	8%	0%	83%	79%	86%	36%	13%	64%	30%
4:00 PM	31%	25%	42%	23%	17%	47%	57%	28%	8%	0%	83%	63%	86%	45%	25%	57%	10%
4:30 PM	42%	38%	47%	23%	17%	38%	54%	28%	5%	0%	80%	53%	86%	27%	13%	50%	10%
5:00 PM	31%	38%	42%	23%	17%	20%	43%	19%	3%	0%	57%	47%	43%	27%	0%	50%	20%
5:30 PM	19%	13%	20%	18%	14%	3%	20%	8%	3%	0%	43%	37%	29%	27%	0%	7%	20%
6:00 PM	35%	38%	15%	9%	11%	3%	26%	11%	0%	0%	43%	37%	0%	14%	0%	7%	0%
Inventory	26	8	40	22	36	34	35	36	38	20	35	19	7	22	8	14	10

Table 4

SATURDAY, JUNE 8, 2024 PARKING SURVEY – OCCUPANCY PERCENTAGE

Time	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Shake Shack
9:00 AM	0%	0%	0%	9%	0%	0%	0%	6%	0%	0%	6%	11%	0%	5%	0%	0%	0%
9:30 AM	0%	0%	0%	9%	0%	0%	0%	6%	3%	0%	6%	16%	0%	5%	0%	0%	0%
10:00 AM	0%	13%	5%	9%	0%	0%	0%	6%	3%	0%	11%	21%	0%	45%	0%	0%	0%
10:30 AM	0%	13%	3%	14%	0%	0%	0%	6%	5%	0%	17%	26%	0%	36%	13%	0%	0%
11:00 AM	4%	13%	8%	9%	0%	3%	0%	6%	5%	0%	29%	47%	0%	32%	0%	0%	20%
11:30 AM	4%	25%	18%	9%	0%	3%	0%	6%	3%	0%	34%	42%	0%	36%	0%	0%	40%
12:00 PM	0%	13%	18%	23%	3%	3%	0%	8%	3%	0%	37%	42%	0%	14%	0%	0%	20%
12:30 PM	27%	13%	23%	23%	3%	0%	0%	6%	0%	0%	43%	47%	0%	18%	0%	7%	80%
1:00 PM	42%	25%	25%	14%	6%	0%	0%	6%	0%	0%	46%	42%	0%	14%	0%	0%	70%
1:30 PM	54%	25%	20%	14%	3%	3%	0%	6%	0%	0%	46%	47%	0%	9%	0%	0%	50%
2:00 PM	19%	25%	28%	14%	6%	0%	0%	6%	0%	0%	46%	47%	0%	0%	0%	0%	50%
2:30 PM	38%	38%	30%	18%	6%	0%	0%	6%	0%	0%	46%	42%	0%	0%	0%	0%	80%
3:00 PM	19%	0%	35%	18%	3%	3%	3%	6%	0%	0%	46%	53%	0%	0%	0%	0%	40%
Inventory	26	8	40	22	36	34	35	36	38	20	35	19	7	22	8	14	10

Table 5

SHARED PARKING ANALYSIS – WEEKDAY (UTILIZING VILLAGE OF OAK BROOK PARKING CODE)

Time	Office	Shake Shack	Urgent Care	Total	Percent Occupied	Surplus
8:00 AM	71	0	24	95	23%	315
8:30 AM	108	0	31	139	34%	271
9:00 AM	145	0	40	185	45%	225
9:30 AM	152	0	41	193	47%	217
10:00 AM	162	0	42	204	50%	206
10:30 AM	174	0	44	218	53%	192
11:00 AM	175	0	47	222	54%	188
11:30 AM	180	2	36	218	53%	192
12:00 PM	184	4	25	213	52%	197
12:30 PM	186	8	31	225	55%	185
1:00 PM	183	6	37	226	55%	184
1:30 PM	181	6	43	230	56%	180
2:00 PM	184	5	49	238	58%	172
2:30 PM	186	5	42	233	57%	177
3:00 PM	172	3	35	210	51%	200
3:30 PM	169	3	28	200	49%	210
4:00 PM	154	1	21	176	43%	234
4:30 PM	146	1	22	169	41%	241
5:00 PM	114	2	24	140	34%	270
5:30 PM	66	2	24	92	22%	318
6:00 PM	54	0	25	79	19%	331
Inventory				410		

Table 6

SHARED PARKING ANALYSIS – SATURDAY (UTILIZING VILLAGE OF OAK BROOK PARKING CODE)

Time	Office	Shake Shack	Urgent Care ¹	Total	Percent Occupied	Surplus
9:00 AM	9	0	40	49	12%	361
9:30 AM	11	0	41	52	13%	358
10:00 AM	26	0	42	68	17%	342
10:30 AM	29	0	44	73	18%	337
11:00 AM	38	2	47	87	21%	323
11:30 AM	44	4	36	84	20%	326
12:00 PM	43	2	25	70	17%	340
12:30 PM	54	8	31	93	23%	317
1:00 PM	56	7	37	100	24%	310
1:30 PM	61	5	43	109	27%	301
2:00 PM	50	5	49	104	25%	306
2:30 PM	57	8	42	107	26%	303
3:00 PM	54	4	35	93	23%	317
Inventory				410		
1 – ITE does not provide an hourly distribution for a Saturday. As such, KLOA, Inc. assumed the same hourly distribution as on a weekday.						

Table 7

SHARED PARKING ANALYSIS – WEEKDAY (UTILIZING ITE RATES)

Time	Office	Shake Shack	Urgent Care	Total	Percent Occupied	Surplus
8:00 AM	71	0	14	85	21%	325
8:30 AM	108	0	19	127	31%	283
9:00 AM	145	0	23	168	41%	242
9:30 AM	152	0	24	176	43%	234
10:00 AM	162	0	25	187	46%	223
10:30 AM	174	0	26	200	49%	210
11:00 AM	175	0	28	203	50%	207
11:30 AM	180	2	21	203	50%	207
12:00 PM	184	4	15	203	50%	207
12:30 PM	186	8	19	213	52%	197
1:00 PM	183	6	22	211	51%	199
1:30 PM	181	6	26	213	52%	197
2:00 PM	184	5	29	218	53%	192
2:30 PM	186	5	25	216	53%	194
3:00 PM	172	3	21	196	48%	214
3:30 PM	169	3	17	189	46%	221
4:00 PM	154	1	12	167	41%	243
4:30 PM	146	1	13	160	39%	250
5:00 PM	114	2	14	130	32%	280
5:30 PM	66	2	15	83	20%	327
6:00 PM	54	0	15	69	17%	341
Inventory				410		

Table 8

SHARED PARKING ANALYSIS – SATURDAY (UTILIZING VILLAGE OF OAK BROOK PARKING CODE)

Time	Office	Shake Shack	Urgent Care ¹	Total	Percent Occupied	Surplus
9:00 AM	9	0	23	32	8%	378
9:30 AM	11	0	24	35	9%	375
10:00 AM	26	0	25	51	12%	359
10:30 AM	29	0	26	55	13%	355
11:00 AM	38	2	28	68	17%	342
11:30 AM	44	4	21	69	17%	341
12:00 PM	43	2	15	60	15%	350
12:30 PM	54	8	19	81	20%	329
1:00 PM	56	7	22	85	21%	325
1:30 PM	61	5	26	92	22%	318
2:00 PM	50	5	29	84	20%	326
2:30 PM	57	8	25	90	22%	320
3:00 PM	54	4	21	79	19%	331
Inventory				410		
1 – ITE does not provide an hourly distribution for a Saturday. As such, KLOA, Inc. assumed the same hourly distribution as on a weekday.						

Table 9

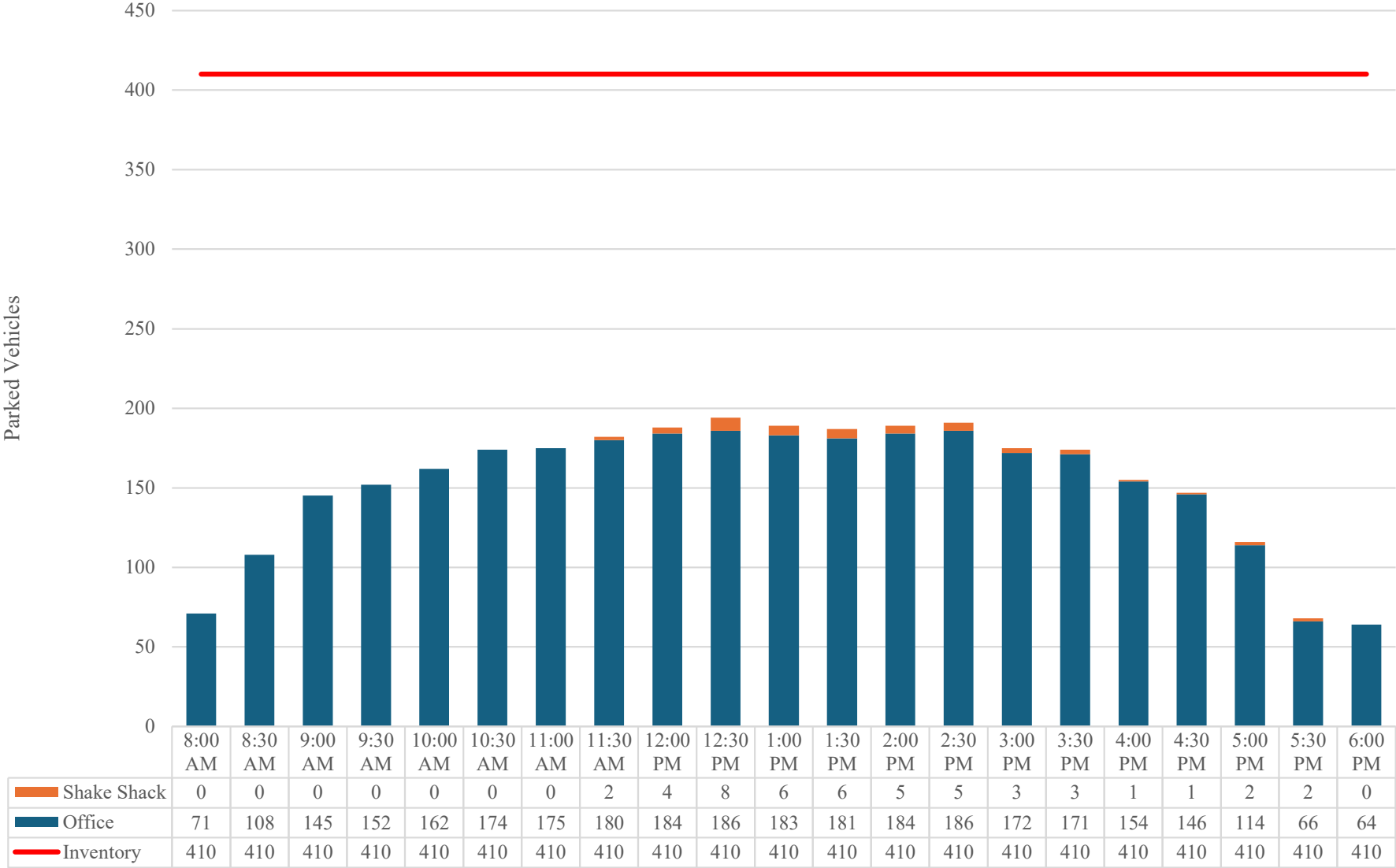
TUESDAY, JUNE 11, 2024 ADJACENT PARKING ROW SURVEY
NUMBER OF OCCUPIED PARKING SPACES

Time	A	B	C	O	P	Total
8:00 AM	5	3	3	1	6	18
8:30 AM	8	3	6	1	8	26
9:00 AM	14	3	11	1	10	39
9:30 AM	14	3	12	1	10	40
10:00 AM	15	3	15	1	11	45
10:30 AM	14	5	16	3	11	49
11:00 AM	13	5	17	1	11	47
11:30 AM	14	6	16	2	11	49
12:00 PM	15	6	19	2	11	53
12:30 PM	18	6	18	1	11	54
1:00 PM	20	4	16	1	9	50
1:30 PM	17	5	17	1	9	49
2:00 PM	16	3	17	1	10	47
2:30 PM	17	3	21	0	10	51
3:00 PM	16	3	17	1	10	47
3:30 PM	14	3	19	1	9	46
4:00 PM	8	2	17	2	8	37
4:30 PM	11	3	19	1	7	41
5:00 PM	8	3	17	0	7	35
5:30 PM	5	1	8	0	1	15
6:00 PM	9	3	6	0	1	19
Inventory	26	8	40	8	14	96

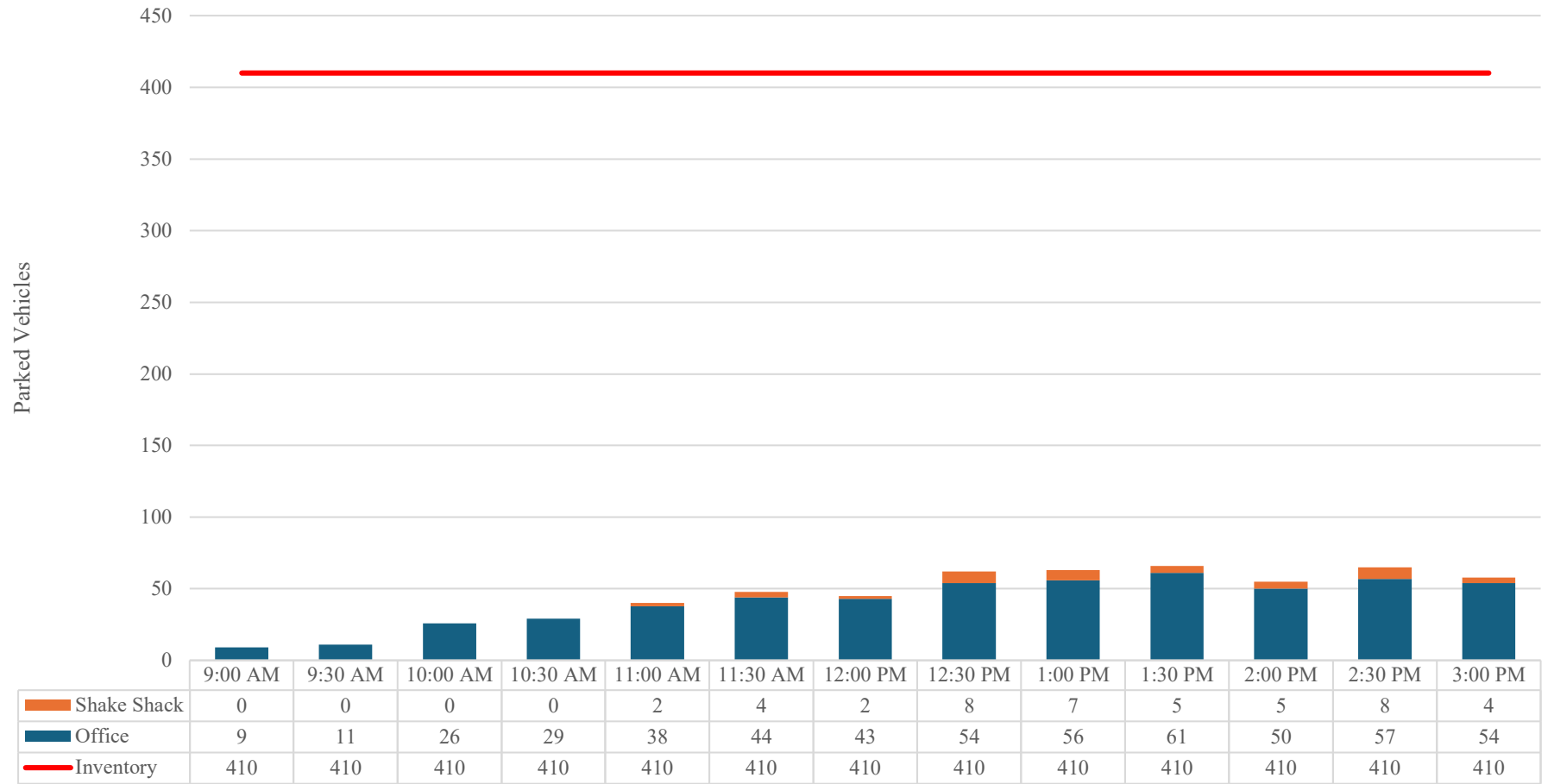
Table 10
SATURDAY, JUNE 8, 2024 ADJACENT PARKING ROW SURVEY
NUMBER OF OCCUPIED PARKING SPACES

Time	A	B	C	O	P	Total
9:00 AM	0	0	0	0	0	0
9:30 AM	0	0	0	0	0	0
10:00 AM	0	1	2	0	0	3
10:30 AM	0	1	1	1	0	3
11:00 AM	1	1	3	0	0	5
11:30 AM	1	2	7	0	0	10
12:00 PM	0	1	7	0	0	8
12:30 PM	7	1	9	0	1	18
1:00 PM	11	2	10	0	0	23
1:30 PM	14	2	8	0	0	24
2:00 PM	5	2	11	0	0	18
2:30 PM	10	3	12	0	0	25
3:00 PM	5	0	14	0	0	19
Inventory	26	8	40	8	14	96

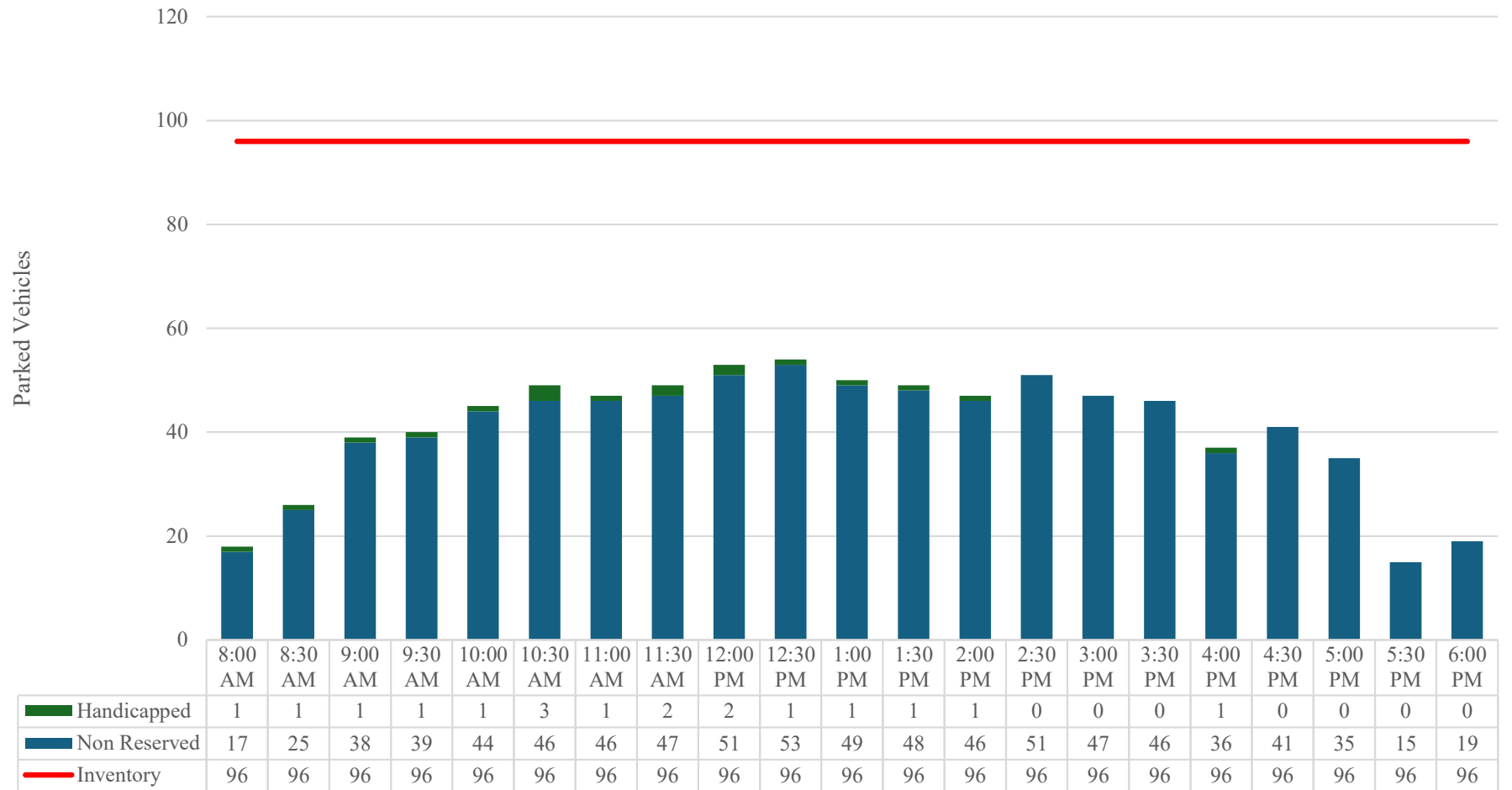
Tuesday June 11, 2024



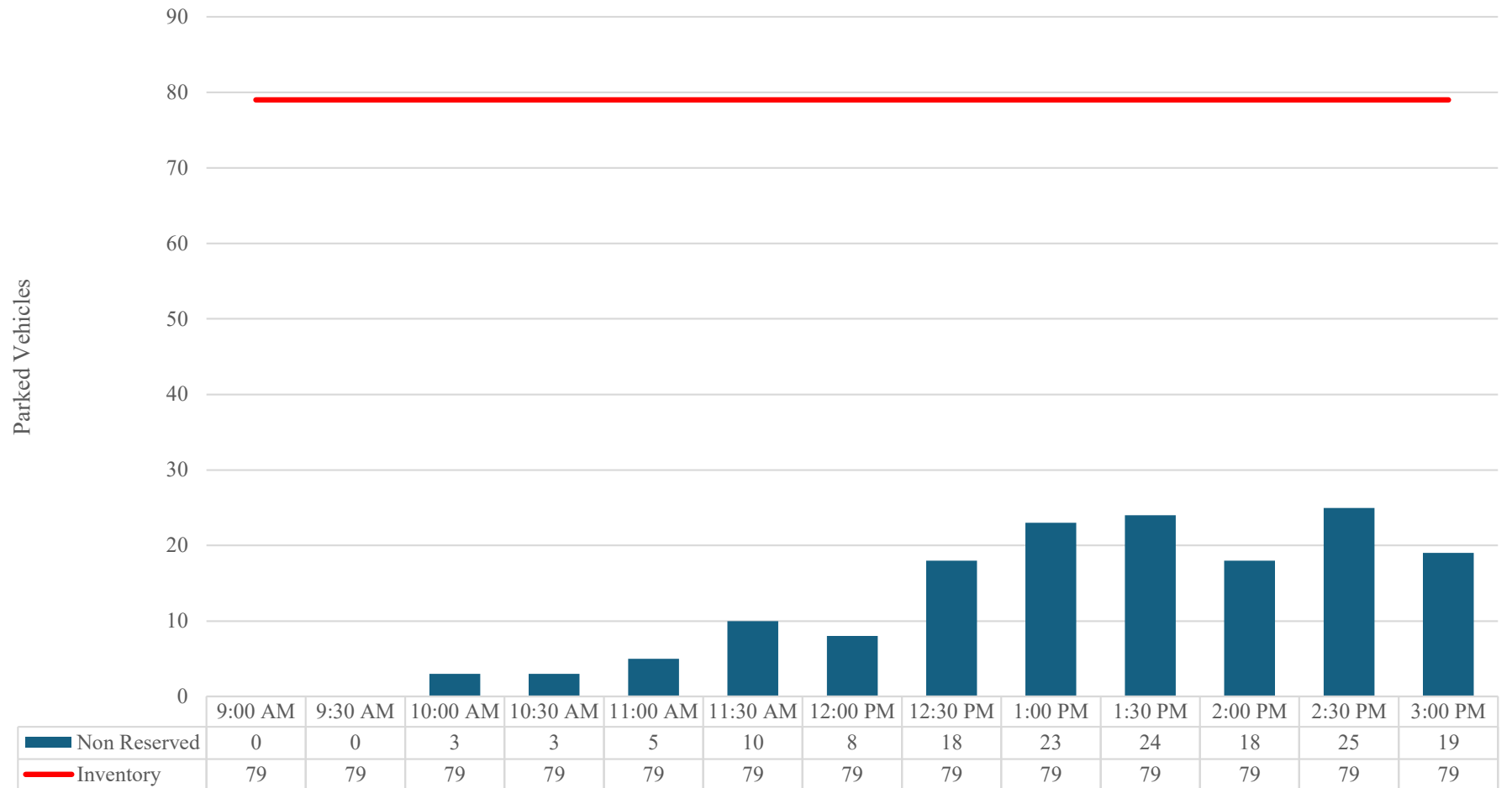
Saturday June 8, 2024



Tuesday June 11, 2024 Adjacent Parking Field



Saturday June 8, 2024 Adjacent Parking Field





VILLAGE OF OAK BROOK *Illinois*

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

August 27, 2024

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

Subject: Case No: 2024-09-ZO-PUD – Kids Urgent Care 1180 Harger Road – Medical Facility Project –
Planned Development

Dear Village President and Board of Trustees:

Background

On August 7, 2024, the Planning & Zoning Commission held the required public hearing and completed its review and deliberations on an application for Kids Urgent Care 1180 Harger Road seeking approval of a planned development. The request is to construct and operate a pediatric urgent care medical office at 1180 Harger Road, Lot 1 of Franklin Subdivision, located at the Harger and Oakbrook Center Ring Road intersection (near Nordstrom). The parcel is approximately 19,602 square-feet in size and is Lot 1 of the 4-lot development by Franklin Partners. The proposed building is 5,500 square-feet with a 4,300 square-foot basement which includes 14 examination rooms, an x-ray room and ancillary areas.

The applicant provided a preliminary presentation on the proposed project before the President and Board of Trustees on April 23, 2024 and comments were provided to the applicant by the Village Board. The application moved forward pending a thorough review and recommendation by the Planning & Zoning Commission. They presented again as a referral on July 16, 2024.

Specifically, this planned development will include the following elements:

Waivers and Variations: The Planned Development process allows an applicant to request waiver of and variations from Village zoning laws that are necessary for the construction of the desired project. The following waivers and variations were requested.

1. *Floor Area Ratio (FAR).* Section 13-7B-3 – The total proposed Floor Area Ratio (FAR) will exceed the FAR originally approved as part of the subdivision approval.
2. *Shared Parking.* Section 13-12-5 to reduce the parking requirement of 49 parking spaces (one parking space for every 200 SF).

Public Comment

All interested parties were notified by certified mail of the public hearing and public hearing signs were posted on the property. There were a few people in the audience, however no one spoke in support of or in opposition to the request.

Planned Development Recommendation

August 23, 2024
Village President and Board of Trustees
RE: Kids Urgent Care – 1180 Harger Road
Planned Development
Page 2

The standards for a planned development were addressed as part of the presentation at the public hearing and were addressed in detail in writing in the case file - Tab 10.

The Planning & Zoning Commission reviewed and deliberated on the applicant's request and

By a vote of 7 to 1, the Planning & Zoning Commission found that the applicant had addressed all of the required planned development standards and recommended approval of the proposed development subject to certain conditions below.

These conditions were contained in the Staff Report on pages 8-8.e of the case file, with the exception of number 1. The Commission had suggested additional landscaping as shown on the supplied landscape plans A003 & A004.

1. The new medical office building project shall comply with the accompanying site plan, landscape plan (as indicated on casefile pages A002 & A004) and building elevations;
2. Final engineering approval shall be required prior to the issuance of the building permit for the Development;
3. Final landscape plan approval shall be required prior to the issuance of the building permit for the Development;
4. The trash enclosure shall be built-in to the principal building as shown;
5. All sign proposals shall comply with applicable sign code regulations of the Oak Brook zoning ordinance unless otherwise modified or varied. Temporary window signs are prohibited. The sign package will conform to the Legacy Sign Group plans dated, 4/18/2024.
6. Compliance with Plans: The development, maintenance, and operation of the Property will be in substantial compliance with the plans and documents as submitted, except for minor changes approved by the Development Services Director and Village Manager in accordance with Section 13-15-8 of the Zoning Ordinance.

Very truly yours,

Raju Iyer

Rajaraman Iyer
Chairman
Planning & Zoning Commission



VILLAGE OF

OAK BROOK
Illinois

MINUTES OF THE AUGUST 7, 2024
REGULAR MEETING OF THE
PLANNING & ZONING COMMISSION OF THE
VILLAGE OF OAK BROOK
APPROVED AS WRITTEN ON AUGUST 21, 2024

1. CALL TO ORDER:

CALL TO ORDER

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

2. ROLL CALL:

ROLL CALL

Rama Raman 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, Assistant Village Manager Joseph Mitchell, Fire Chief Kevin Fleege, Deputy Chief of Police Reid Foltyniewicz, Public Works Superintendent John Temes, Chief Building Official Mark LaChappell, Director Rebecca Von Drasek and Village Planner Rama Raman

3. APPROVAL OF MINUTES

MINUTES

SPECIAL PLANNING & ZONING COMMISSION MEETING OF JULY 17, 2024

JULY 17, 2024

Motion by Member Nimry, seconded by Member Hasan to approve the minutes of the July 17, 2024, Special Planning & Zoning Commission meeting as written. VOICE VOTE: Motion Carried.

Chairman Iyer suggested that commissioners review the Planned Development petition first. Motioned by Vice Chairman Ziemer, seconded by Member Hasan to hear the new business first. VOICE VOTE: Motion carried.

5. NEW BUSINESS

UNFINISHED
BUSINESS

A. PLANNED DEVELOPMENT KIDS URGENT CARE – 1180 HARGER ROAD

PUD KIDS URGENT
CARE – 1180
HARGER ROAD

Chairman Iyer swore-in everyone in the audience planning to give testimony.

Scott Day, Attorney for the applicant with Day Robert & Morrison, P.C., 300 East 5th Avenue, Suite 365, Naperville introduced the witnesses for the petitioner. He

presented a PowerPoint including daytime and evening renderings, interior floor plans, sign plans and aerial images and explaining the background for the property. The owner is 1900 Spring Road that was subdivided years back with extensive re-engineering on the north end. The petition was for a children's urgent care that he stated was a permitted use in the B-2 district. However, they were seeking two waivers and therefore seeking a planned development to present to the elected officials.

The waivers were Floor Area Ratio (FAR) and shared parking. They proposed 9800 square-feet instead of the allowed 4800 square-feet. The reason for the additional square-feet was the possibility of a specialist and staff in the basement. The required parking indicated 49 spaces for the stand-alone medical facility. He reviewed the previously approved reciprocal easement agreement that provided more than 400 shared parking space for Lots 1-3. He noted that a maximum of 15 parking spaces would likely be needed for a full staff and patients per hour.

Javier Milan, representative for KLOA, Inc, 9575 West Higgins Road, Suite 400, Rosemont reviewed the parking study. He showed several slides and noted that at the busiest time, approximately 146 parking spaces would remain available. He believed that the parking supply adequately met village code and suggested posting signs along Row C to restrict parking to patrons/customer of the site only.

Mr. Day requested the written application planned development standards be entered into the record. He also clarified the FAR request pursuant to site development allowance that was granted for the entire subdivision increasing the FAR from .5 to .99 on an accumulative basis. He noted that the property owner and the village had been in conversations about reducing the FAR on Lot-1.

Members asked if parking spaces could be dedicated to Kids Urgent Care, similar to Shake Shack.

Mr. Day replied that it was possible to negotiate, but not guaranteed.

Member Nimry was concerned with ambulance access.

Mr. Day informed the commissioners that the ambulance access, traffic and parking were vetted by professionals during the prefilming review.

Member Wilczak was concerned that the FAR ask was too great. He was also concerned with parking functionality.

Mr. Day pointed out that the original development was approved by the village for a .99 FAR. A future development on Lot-4 would have to modify the density.

Members discussed the FAR impact.

Member Cappetta was concerned with parking if the number of employees increased.

Mr. Milan suggested the study was based on the projected number of parking spaces required by village code, which was 49.

Members discussed the parking demand and signage.

Member Wilczak asked if the proposed condo building on Lot-4 was still being developed.

Mr. Day responded that the company that went through the zoning development process were no longer under contract. He said the property was unilaterally owned by Franklin Partners and they have several development options.

Member Bulin questioned the FAR and the lot sizes that were previously approved during the Franklin Planned Development. He noted that there was lost green space and no mention of landscaping.

Member Wilczak questioned if the proposed urgent care would have a negative financial impact.

Member Hasan disagreed with Member Wilczak.

Members discussed the landscape plan. Member Bulin believed it was deceiving and that the Kids Urgent Care property proposed minimal landscaping.

Mr. Day stressed there was no effort to deceive anyone. The plans were as shown in the casefile and that the subdivision was extensively landscaped by Franklin Partners. Each individual lot was not created to have massive green spaces.

Member DiBernardo questioned screening of the trash enclosure.

Luigi Randazzo, RWE Planning & Design, 1303 Ogden Ave, Downers Grove, architect for the project described the building materials and noted that the trash enclosure would be fully screened.

Members discussed the renderings and building materials. Member Cappetta thanked Franklin Partners for being a wonderful resident and did not believe there would be any intent to deceive. However, she questioned if the rendering would be changed during construction.

Mr. Day explained that as a planned development, conditions require that the facility must be constructed according to the plans as submitted and approved by the Board of Trustees.

Members Bulin and Cappetta suggested additional landscaping along the south elevation.

Public Works Superintendent Temes noted the need water service needed to be chlorinated and pressure tested.

Fire Chief Fleege did not see a concern regarding the number of ambulance calls per year nor the parking for an emergency vehicle.

Chief Building Official LaChappell mentioned the grease interceptor in the ground must be removed prior to construction.

Member Cappetta noted that the subdivision aerial provided does not depict current conditions. She indicated the northern area had been regraded and no longer floods. She also asked if the approved condo building on Lot-4 would be at least 5,000 square-feet smaller if eventually built due to the FAR requirement.

Mr. Day replied yes, there would be an adjustment of at least 5,000 square-feet.

Motioned by Vice Chairman Ziemer, seconded by Member Hasan to recommend approval of the planned development subject to the following conditions:

1. The new medical office building project shall comply with the accompanying site plan, landscape plan (as indicated on casefile pages A002 & A004) and building elevations;
2. Final engineering approval shall be required prior to the issuance of the building permit for the Development;
3. Final landscape plan approval shall be required prior to the issuance of the building permit for the Development;
4. The trash enclosure shall be built-in to the principal building as shown;
5. All sign proposals shall comply with applicable sign code regulations of the Oak Brook zoning ordinance unless otherwise modified or varied. Temporary window signs are prohibited. The sign package will conform to the Legacy Sign Group plans dated, 4/18/2024.
6. Compliance with Plans: The development, maintenance, and operation of the Property will be in substantial compliance with the plans and documents as submitted, except for minor changes approved by the Development Services

Director and Village Manager in accordance with Section 13-15-8 of the Zoning Ordinance.

ROLL CALL:

Ayes: 7 – Chairman Iyer, Vice Chairman Ziemer, Members Bulin, Cappetta, DiBernardo, Hasan and Nimry. Motion carried.
Nays: 1 Member Wilczak
Absent: 1 - Member Pontrelli

Chairman Iyer noted the public hearing for this matter was concluded.

4. UNFINISHED BUSINESS

NEW BUSINESS

A. TEXT AMENDMENT UNIVERSAL ZONING CODE AMENDMENTS

UNIVERSAL
ZONING CODE
AMENDMENTS

Director Von Drasek announced the continuation of the zoning code discussion and noted the focus on lot-coverage and landscaping.

Members discussed Chapter 15 regarding the restrictions to minor amendments and the proposed revisions provided by Brookfield Properties.

Danielle Cassel, Vedder Price, 222 North LaSalle Street, Chicago, attorney for Brookfield Properties reviewed her proposed text and was concerned with significant burdens for property owners going through a planned development process.

Director Von Drasek expressed the importance of defining lot-coverage versus bulk, exempted structures, special allowances, etc.

Members discussed allowing 20% lot-coverage for the principal structure and 37.5% for the entire lot.

Member Bulin suggested adding bicycle parking to the text amendment.

Director Von Drasek and Members discussed chapters 15 and 18, reviewing the restrictions to minor amendments, lot-coverages and landscaping.

Motion by Member Hasan and seconded by Vice Chairman Ziemer to continue the discussion to the next Special meeting on August 21, 2024.

ROLL CALL:

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

6. OTHER BUSINESS

OTHER BUSINESS

No other business mentioned.

7. PUBLIC COMMENT

PUBLIC
COMMENT

No additional comments.

8. ADJOURNMENT:

ADJOURNMENT

Motion by Member Hasan, seconded by Member Cappetta to adjourn the meeting at 8:55 PM. VOICE VOTE: Motion carried.

ATTEST:

/s/ Rebecca Von Drasek

Rebecca Von Drasek

Director of Development Services



VILLAGE OF
OAK BROOK
Illinois

ITEM 5.A

KIDS URGENT CARE

1180 HARGER ROAD

Healthcare Facility - Planned Development

INDEX

<u>PAGE</u>	<u>VILLAGE MATERIALS</u>
8-8.e	Staff Report dated July 19, 2024
7-7.j	Referral Village Board dated July 16, 2024 – Minutes not included
6-6.b	EZA Engineering & Civiltech Reviews
5-5.b	Notice of Public Hearing & Certificate of Publication dated July 17, 2024
4	Village Board Meeting Minutes dated April 23, 2024
3-3.a	Preliminary Review for Kids Urgent Care to the Village Board dated April 23, 2024
2	Zoning Ordinance Sections
1	Application Fee Receipt

A **PD APPLICATION and SUPPORTING DOCUMENTS**

*****SEE PAGES A AND A.1 FOR THE APPLICATION INDEX

STAFF REPORT

CONTROLLING AGREEMENTS:
Ordinance No. S-1555 Planned Development



1180 Harger Road

**STAFF REPORT – PLANNED DEVELOPMENT
FRANKLIN 1900 SPRING ROAD LOT 1, LLC
CASE NO. 2024-09-ZO-PD**

BACKGROUND:

Kids Urgent Care Ltd. has submitted an application requesting approval of a Planned Development (“PD”) to construct and operate a pediatric urgent care medical office at the 1180 Harger Road, Lot 1 of Franklin Subdivision, located at the Harger and the Oakbrook Center Ring Road intersection (near Nordstrom). The parcel is approximately 19,602 sq. ft. (0.45 acre) in size and is Lot 1 of the 4-lot development by Franklin Partners. The proposed building is 5,500 sq. ft. with a 4,300 sq. ft. basement which includes 14 examination rooms, an x-ray, and ancillary areas.

A Preliminary Board Review of the application was conducted by the Village Board on April 23, 2024, as required in the Village’s PD regulations. The preliminary Board review is the first step in the process outlined in the PD regulations and is intended to provide an applicant with early feedback.

A separate neighborhood meeting was not required as part of the outreach for this redevelopment project. Since the .45-acre property is surrounded solely by non-residential land uses including Oakbrook Center, offices and restaurant building, it was determined that a public hearing before the Planning and Zoning Commission would be adequate and provide the necessary and legally required forum for public feedback/comment on this redevelopment project.

Planned Development. The Kids Urgent Care project is proposed as a Planned Development. The intent and purpose of the planned development regulations, standards and criteria is to provide an alternate zoning procedure under which land can be developed or redeveloped with innovation, imagination, and creative architectural design when sufficiently justified under the provisions of this chapter. The objective of the planned development is to encourage a higher level of design and amenity than is possible to achieve under standard zoning regulations. The end result is intended to be a product which fulfills the objectives of the Village of Oak Brook’s Comprehensive Plan and planning policies while allowing flexibility from the standard application of the use and bulk regulations. The planned development is intended to permit and encourage flexibility and to accomplish the following:

1. To stimulate creative approaches to commercial, nonsingle-family residential, and commercial/mixed-use development of land;
2. To provide more efficient use of land;
3. To preserve natural features and provide open space areas and recreation in excess of those required under standard zoning regulations;
4. To develop and implement new approaches to the living environment through variety in type, design and layout of buildings, transportation systems, and public facilities;
5. To unify building and structures through design; and
6. To promote long-term planning pursuant to the village’s plan, intended to allow harmonious and compatible land uses or combination of uses with surrounding areas.

**STAFF REPORT – PLANNED DEVELOPMENT
FRANKLIN 1900 SPRING ROAD LOT 1, LLC
CASE NO. 2024-09-ZO-PD**

Proposed Departures. Section 13-15-2E of the PD regulations acknowledges that proposed planned developments need not comply with the density, dimension, area, bulk, use, and other zoning regulations that, but for the provisions of this chapter, would otherwise apply to the property on which the proposed planned development is intended. Modifications and departures from the standard provisions may be provided in accordance with the provisions of this chapter and to the extent that they will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare. The departures from standard being proposed as part of this PD application are identified at the end of the “Application Forms” Tab 11, in the petitioner’s materials and are as follows:

1. *Floor Area Ratio (FAR).* Section 13-7B-3 to increase the FAR from allowable 4,800 SF to 9,800 SF. Franklin Partners, the owner of Lot 1 and Lot 4, proposes that the permitted .99 FAR approved for Lot 4 (2019-ZO-EX-PUD-S-1555) be "legislatively" re-assigned to Lot 1 and deducted from the permitted development of Lot 4. The reduction of Lot 4 would require modification of the previous approvals for Lot 4.
2. *Shared Parking.* Section 13-12-5 to reduce the parking requirement of 49 parking spaces (one parking space for every 200 SF). The existing designated parking spaces for Lot 1 are 16 spaces.

STAFF ANALYSIS:

As part of this review, the following commentary should be considered as part of the PD Commission’s analysis and deliberations on the request.

Planned Development Project. Medical office use is a permitted use in the B-2 Regional Shopping District and two (2) waivers are being requested from the strict application of the zoning code. Instead of processing this case with multiple requests for variations before the Planning and Zoning Commission, the planned development submittal incorporates all of these elements into a single request that can be reviewed and evaluated as a unified development project.

Section 13-15-2A General Provisions of the PD regulations does allow redevelopment within a planned development overlay district. Section 13-15-2B further indicates that each PD shall be presented and reviewed on its own merits. The project must still be reviewed on a case-by-case basis and provide tangible benefits to the community.

As such, a PD application has been submitted for this medical office use. The improvements will consist of site preparation, utility work, medical office building, landscaping, signs, and lighting.

Consistency with the Planned Development Regulations. The applicant has provided documentation, plans, and other review materials for their PD application that are included in the packet.

Planned Development Standards. The applicant has addressed and responded in detail to the Planned Development Standards as required in Section 13-15-3 of the Regulations. In your materials, see Tab 10 of the application.

**STAFF REPORT – PLANNED DEVELOPMENT
FRANKLIN 1900 SPRING ROAD LOT 1, LLC
CASE NO. 2024-09-ZO-PD**

Building setbacks. The medical office is proposed to be built on the pad for Lot 1 from the approved PD for the Franklin Subdivision.

Consistency with Commercial Areas Revitalization Plan. The Commercial Areas Revitalization Master Plan of 2019 was superseded by the adoption of Ordinance S-1647 on April 12, 2022. The medical office is a permitted use in the B-2 zoning district and consistent with the Comprehensive Plan of 1990.

Stormwater and Floodplain. Lot 1 of the Franklin Subdivision is not located within the regulatory floodway or floodplain. The stormwater requirements have been met as part of the development. Stormwater detention and Post Construction Best Management Practices (PCBMP) were constructed in 2018 as part of the required subdivision improvements associated with the Franklin Subdivision.

Water and Sanitary Utilities. There is an existing 6” diameter water service stub that appears to be sufficient for the proposed building. This will be confirmed during the permit review. Sanitary service is being provided by the Flagg Creek Water Reclamation District (FCWRD). See attached engineering comments.

Site Lighting. The proposed lighting plan (Tab 31) shows the site lighting for the project. The photometric analysis identifies the lighting levels are code compliant at the property line for a commercial area. The applicant does understand specific consideration should be given to the site lighting with an emphasis on backlighting, up lighting and glare for energy efficiency, aesthetics, and nuisance considerations.

Building Architecture. The proposed building design consists of vertical and horizontal metal panels, stackbond facades, horizontal reveals, and aluminum storefront elevations. The main-center entrance displays glass for visual relief/interest and to emphasize these areas as focal points for the customer entrance. The color scheme proposed is black, wood tone, white silver, and musk grey facades with black accents for window trim areas. Rooftop mechanical units are required to be fully screened and not be visible from adjacent properties or street rights-of-way.

Signs. The applicant has attempted to address Village concerns regarding proposed signage for the development and has modified the proposal. Wall signs are proposed on the west and south elevations. A ground sign is proposed on the southwest corner of the parcel. A detailed review will be done by staff after sign permit submittal.

Landscaping and Open Space. The preliminary landscaping plan shows foundation landscaping surrounding the medical office building and landscaping around the proposed monument sign. Existing landscaping related to the parking lot is to remain.

Traffic Access and Parking Considerations. The applicant provided a parking study that was reviewed by Civiltech. They concluded that even though the existing parking supply does not meet Village Code requirements (and the deficit would increase with the construction of this facility for the entire subdivision), the supply would be sufficient for the subdivision as well as for this site. See attached comments.

**STAFF REPORT – PLANNED DEVELOPMENT
FRANKLIN 1900 SPRING ROAD LOT 1, LLC
CASE NO. 2024-09-ZO-PD**

Pedestrian Access and Circulation. The commercial areas in the Village are generally auto oriented, but safe and attractive pedestrian circulation should be provided on every site, maintained, and enhanced. The Franklin Subdivision has existing sidewalks to the south along Harger Road, connecting to the sidewalks to the west along Oakbrook Center Ring Road, to the east along Spring Road, and to the north along 16th Street. The sidewalks connect all the way down south to 22nd Street giving direct pedestrian access to the proposed Urgent Care facility on Lot 1.

RESPONSIBILITIES OF HEARING BODY:

As part of the Planned Development Regulations, the Planning and Zoning Commission shall review the application, the standards and requirements, the report of the Development Services Director, and any oral and written comments and testimony received by the Planning and Zoning Commission before and at the public hearing. The Planning and Zoning Commission shall recommend approval, approval with conditions, or denial of the proposed planned development.

Every recommendation of the Commission upon any application filed pursuant to the Planned Development Regulations shall include such findings of fact and conclusions as the Commission shall deem necessary. The findings shall generally refer to the evidence in the record and to the exhibits, plans, or specifications upon which the recommendation is based. The findings shall generally specify the reason or reasons for the recommendation and shall contain a conclusion or statement setting forth the recommendation of the commission. Every recommendation shall expressly set forth any limitations or conditions. In order to make a recommendation to approve (with or without conditions) or a recommendation to deny a proposed planned development or an amendment to an existing planned development, the affirmative vote of a majority of all members of the commission then holding office shall be required.

When appropriate, please include in your consideration, findings with respect to the standards specified in the Planned Development Regulations for approval of the planned development. The materials submitted by the applicant specifically address each of these standards as identified under Tab 10.

CONCLUSION:

Staff would like the Planning and Zoning Commission's feedback on the proposed petition and the departures from the standards that are being requested. As part of this discussion, staff has provided a series of additional conditions that can be included in a recommendation to ensure that architecture, infrastructure and other applicable considerations are memorialized for the development.

As such, staff is providing the accompanying conditions for Planning and Zoning Commission review and discussion. If the Commission is prepared to make a recommendation, I would ask that you consider the conditions, incorporate any new recommendations and include the planned development findings (as identified in the petitioner's application materials) in your motion.

1. The new medical office building project shall comply with the accompanying site plan, landscape plan and building elevations;

**STAFF REPORT – PLANNED DEVELOPMENT
FRANKLIN 1900 SPRING ROAD LOT 1, LLC
CASE NO. 2024-09-ZO-PD**

2. Final engineering approval shall be required prior to the issuance of the building permit for the Development;
3. Final landscape plan approval shall be required prior to the issuance of the building permit for the Development;
4. The trash enclosure shall be built-in to the principal building as shown;
5. All sign proposals shall comply with applicable sign code regulations of the Oak Brook zoning ordinance unless otherwise modified or varied. Temporary window signs are prohibited. The sign package will conform to the Legacy Sign Group plans dated, 4/18/2024.
6. Compliance with Plans: The development, maintenance, and operation of the Property will be in substantial compliance with the plans and documents as submitted, except for minor changes approved by the Development Services Director and Village Manager in accordance with Section 13-15-8 of the Zoning Ordinance.

Please contact staff if you have any questions.

Respectfully Submitted,



Rama Raman
Village Planner

Respectfully Submitted,



Rebecca Von Drasek
Development Services Director



ITEM 6.D.1.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
July 16, 2024

SUBJECT: Referral – Kids Urgent Care facility proposed for 1180 Harger Road

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board refer the Franklin 1900 Spring Lot 1, LLC Planned Development for a proposed pediatric urgent care to the Planning & Zoning Commission for review and recommendation.

Background/History:

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

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

At the April 23, 2024 Village Board meeting the applicant presented the project and received feedback from the Village Board prior to the June 6th application.

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

Staff Comments:

1. A Planned Development application was received for this project on June 6, 2024.
2. Section 13-15-2(A) General Provisions of the Planned Development regulations allow development construction within the Planned Development Overlay District.
3. The property is zoned B-2, Regional Shopping Center District, medical offices are

allowed within the B-2 District.

4. The Conceptual Plan proposes a one-story 5,500 sq. ft. building with additional basement office space. Waivers from standards may be requested as part of a Planned Development application. The total proposed Floor Area Ratio (FAR) will exceed the FAR originally approved as part of the subdivision approval. In addition, the applicant is requesting a waiver from the parking standards.
5. The applicant has attempted to address Village concerns regarding proposed signage for the development and modified the proposal in response to concerns prior to Board review in April. Staff will include with any Planned Development applications conditions related to proposed permanent and temporary signs.
6. Lot 1 of the Franklin Subdivision is not located within the regulatory floodway or floodplain. The stormwater requirements have been met as part of the development.
7. A separate neighborhood meeting was not required as part of the outreach for this project (see 13-15-5.B.1d).

Recommendation:

Staff recommends that the Village Board refer the Franklin 1900 Spring Lot 1, LLC Planned Development for a proposed pediatric urgent care to the Planning & Zoning Commission for review and recommendation.

Attachments:

1. 1800 Harger Rd - Referral

APPLICATION FOR PLANNED DEVELOPMENT

NOTE: ALL COMPLETED APPLICATIONS ARE TO BE DELIVERED to the DEVELOPMENT SERVICES DEPARTMENT. Call 630-368-5106

☒ **NEW PLANNED DEVELOPMENT (\$1,500) ***

2 ENTER NUMBER OF WAIVERS and/or VARIATIONS REQUESTED (\$500 ea.) **

☐ **MAJOR CHANGE TO AN EXISTING PLANNED DEVELOPMENT (\$1,500) ***

☐ **MINOR CHANGE TO AN APPROVED/EXISTING PLANNED DEVELOPMENT (\$750) ***

____ ENTER NUMBER OF WAIVERS and/or VARIATIONS REQUESTED (\$500 ea.) **

☒ **INITIAL ESCROW DEPOSIT (\$500)** Submit Separate Check – Additional Funds may be required - Recoverable expenses will be drawn from the account and No interest shall be paid on account.

PUBLIC HEARING SIGNS (each lot frontage) 2 Enter Number of Street Frontages/Per Parcel/ Address

(NOTE: Attached additional sheet/s with information if more room is needed below)

LOCATION OF

SUBJECT PROPERTY 1180 Harger Road PERMANENT PARCEL NO/s. 06-23-302-004

LEGAL ADDRESS/S 1180 Harger Road, Oak Brook, IL 60523 **ZONING DISTRICT** B-2

PROPERTY INTEREST OF APPLICANT: OWNER ☐ CONTRACT PURCHASER¹ ☒ AGENT¹ ☐

OWNER(S) OF RECORD Franklin 1900 Spring Road Lot 1, LLC **PHONE** 630-574-5133

ADDRESS 1900 Spring Road, Suite 100 **CITY** Oak Brook **STATE** IL **ZIP** 60523

Owner Contact E-mail Address/s RWarner@franklinpartners.net

NAME OF APPLICANT¹ (and Billing Information) Kids Urgent Care Ltd. **PHONE** 847-529-3531

ADDRESS c/o Luigi Randazzo, 1303 Ogden Avenue **CITY** Downers Grove **STATE** IL **ZIP** 60515

Applicant Contact E-mail Address/s luigi@rweplanningdesign.com

I (we) certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge and belief. I (we) give permission to the Village to install public hearing signs 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 all recoverable costs within 30 days of billing

	<u>06/11/24</u>	<u>Luigi Randazzo</u>	<u>06/04/24</u>
Signature of Owner	Date	Signature of Applicant ¹	Date
Print Name and Email <u>Raymond A. Warner RWarner@franklinpartners.net</u>		Print Name and Email <u>Luigi Randazzo Luigi@rweplanningdesign.com</u>	

¹If the applicant/Agent is not the owner of record, a written statement authorizing approval of the proposed planned development application is required from the property owner in addition to their signature above and supporting documents.

* Note: Plus all applicable third party costs and recoverable expenses.

** List each waiver or variation on a separate sheet with applicable fees calculated.

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

Date Application Filed 6/6/24 Fee Paid \$ 2500.00 Escrow Paid \$ 500.00 Receipt No. 743345 Received By CC

Preliminary Board of Trustees Review 4/23/24 Prefiling Review Conference with Staff 5/16/24 Resident Meeting Required/Date NA

Application Distributed to Depts: 7/19/24 Notice Published 7/17/24 Newspaper Daily Herald Adj. Property Owners Notified 7/17/24

Planning & Zoning Commission 8/7/24

Board of Trustees 9/10/24

Board of Trustees 9/24/24
(Approval of Ordinance)

PD Application Form Sec.13-15-4 Rev 2024
06-03-24



Dear Village of Oak Brook,

KIDS Urgent Care is pleased to submit the attached application to the Village of Oak Brook for our second location planned at 1180 Harger Rd. It has been a pleasure to serve the community in Wheaton for the last 5 years and we are excited to expand our services to help more families in the area!

This new Oak Brook location will be our flagship, offering a regional destination for families. We are making a large investment to the Oak Brook community, to become a long-term use within a previously established PUD including completed sitework, driveways, site lighting, and more. We are designing all sides of the new building and keeping them free of exterior metal doors or pipes.

Our premium brand experience starts with signage and colorful logo for wayfinding, and leads to the interactive interior spaces via direct sidewalk access and automatic sliding entry doors. We are providing images of our existing location, which is built to standards beyond most typical medical spaces. We include use of interior glass, indoor children's activities, child-scale water closet and lavatory, and much more. There is a digital check-in process, or app available.

Our business provides access to pediatricians who provide quality children's care 365 days a year from 9 am to 9 am. On average, 2-4 patients will be seen per hour in the facility. In addition to the main level where most of our patients will be seen, the lower level of KIDS Urgent Care will be finished for medical space and may be used for overflow patients or if any specialists need to see patients. This ground floor usage will be limited to a maximum 10-20 hours per week. Our busiest times are generally evenings and weekends so we particularly are a good fit for the development that is proposed in that most offices will be closed at those times.

No ambulance would ever transfer a patient TO the proposed KIDS Urgent Care facility as we are a pediatric clinic not a hospital. Ambulance transfers might occur OUT of the facility when a sick child would need to be transported to a local hospital. These are exceptionally rare and occurred only 5-6 times last year at our Wheaton location.

We really appreciate the consideration.

Luigi Randazzo



KIDS URGENT CARE
1180 HARGER ROAD,
OAK BROOK, ILLINOIS

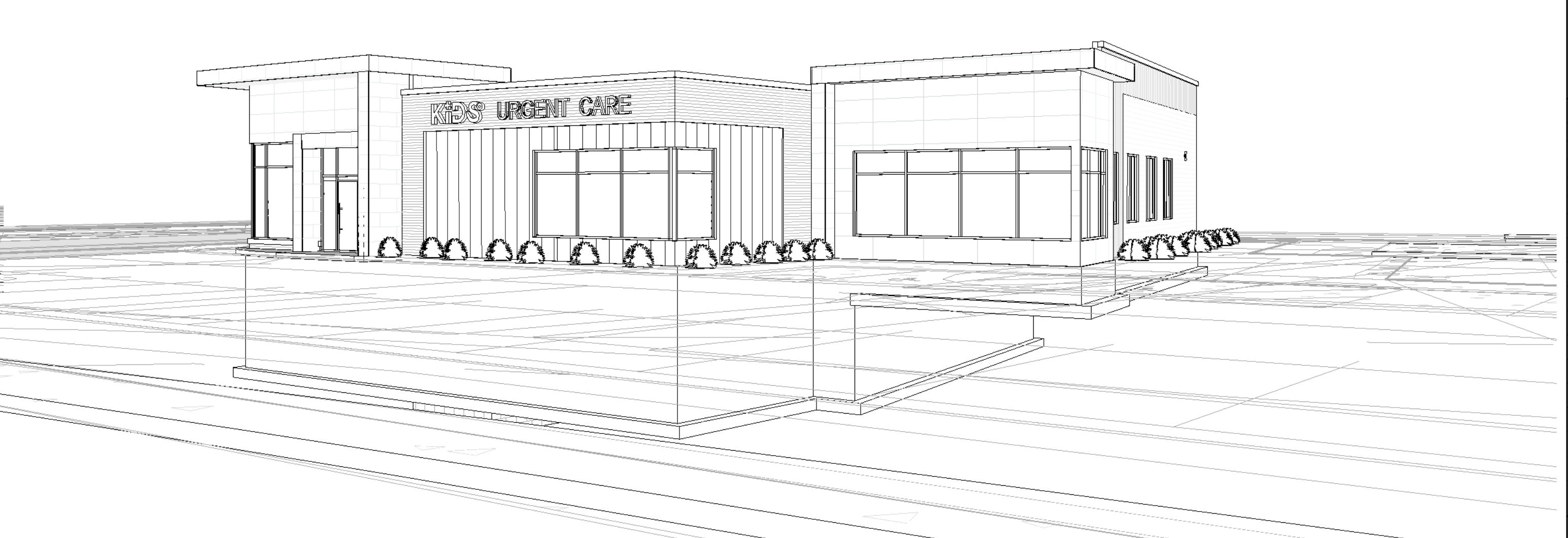
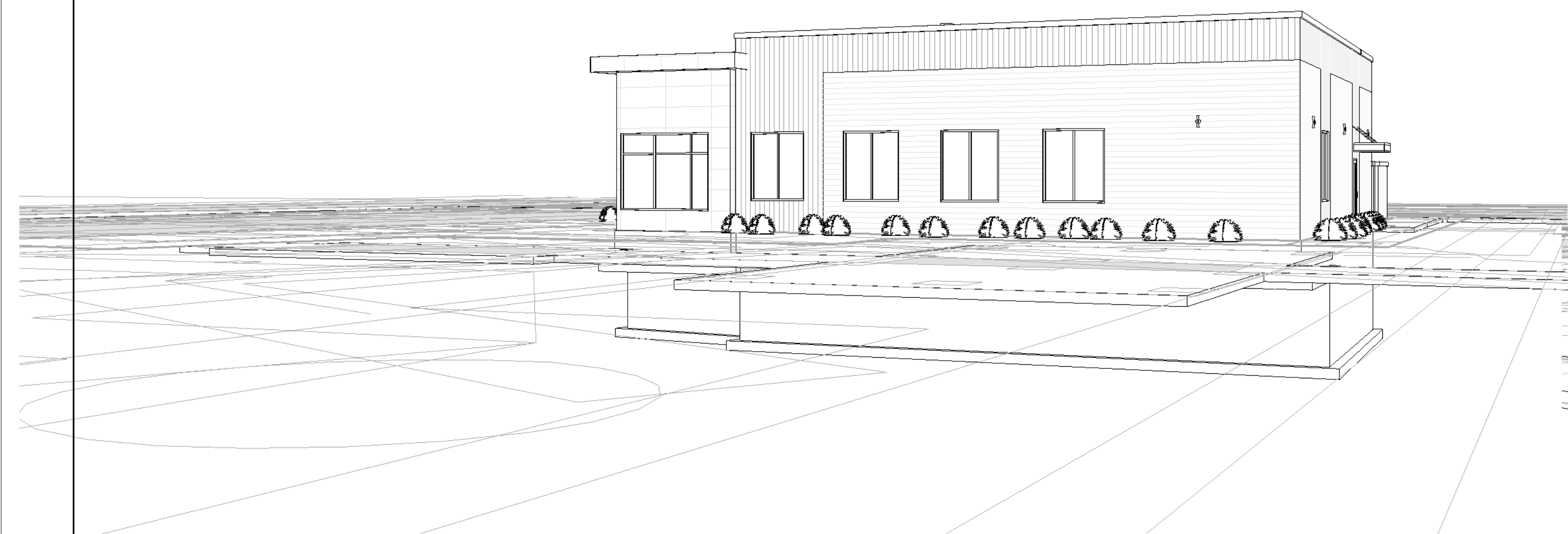
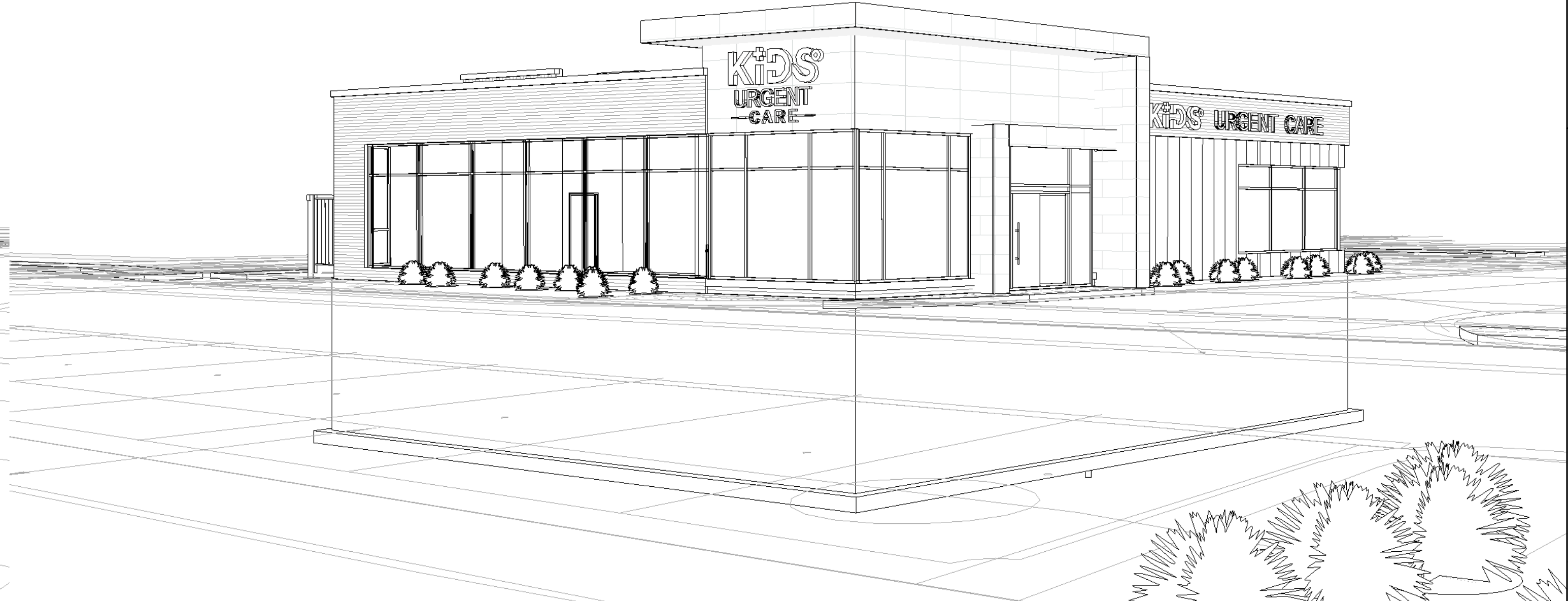
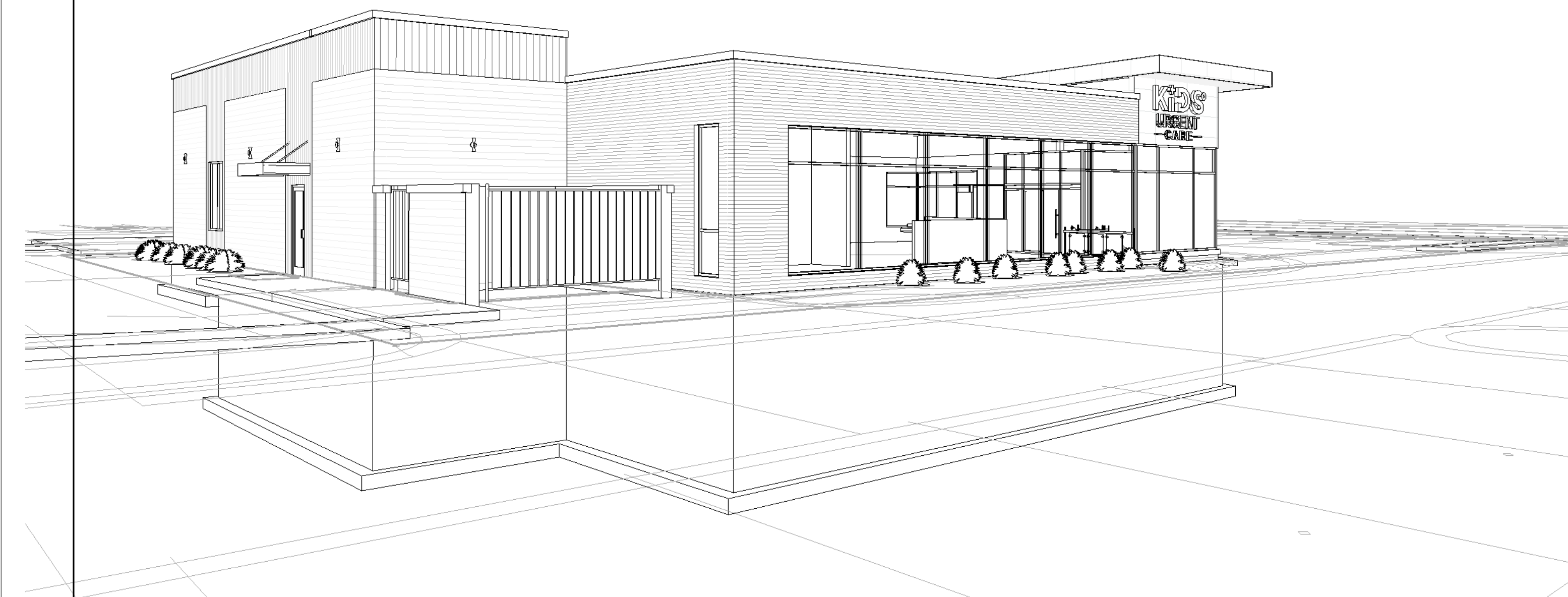
REV.	DESCRIPTION	DATE
1	Plan	11/24/2023
2	IFZ	2/05/2024
3	PRELIM SUBMITAL	3/29/2024
4	APPLICATION	4/07/2024
5	PRELIM HEARING	4/23/2024
6	PUD APPLICATION	6/07/2024

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PROJECT #: A23-517

CONTEXT SITE PLAN

7.d

A-001



RWE
PLANNING + DESIGN

ARCHITECTURE PLANNING DESIGN
1303 OGDEN AVE., DOWNERS GROVE, IL 60515

KIDS URGENT CARE
1180 WABLER ROAD

1180 HARGER ROAD,
OAK BROOK, ILLINOIS

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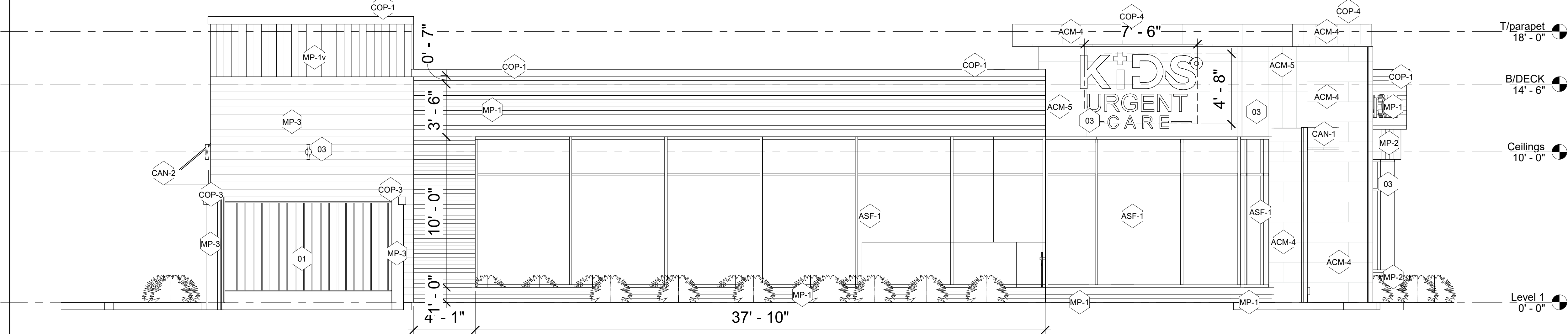
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PROJECT #: A23-517

EXTERIOR
PERSPECTIVE VIEWS

7.e

A-020



KEYNOTES - EXT ELEVATIONS		
01	EXTERIOR 4" RECESSED CAN LIGHTS ABOVE DOOR, BY LIGHTOLIER, MINIMUM 2 LIGHTS.	
02	RECESSED LINEAR AT PERIMETER OF UPPER SOFFIT FASCIA - LUMENWERKS VIAZSEAL 3" WIDE, MIN. 6" SOFFIT	
03	EXTERIOR UP/DOWN ACCENT LIGHTING SCONCE - BLACK - FC OUTDOOR SCONCE	
ACM-4	STACBOND A2 ACM - WHITE SILVER	
ACM-5	STACBOND A2 ACM - BLACK, STACK BOND	
ASF-1	NEW ALUMINUM STOREFRONTS BY KAWNEER TRIFAB VERSAGLAZE 451T BLACK OR EQUAL	
CAN-1	FIELD FRAMED, CANTILEVER ALUMINUM CANOPY WITH RECESSED DOWNLIGHTS, SEE RCP AND ROOF PLAN - WITH ACM-X AS FASCIA, SEE ELEVATIONS	
CAN-2	NEW PREFABRICATED, BLACK ALUMINUM CANOPY WITH 10" FRONT FLAT FASCIA, BY MAPES OR EQUAL. TIEBACKS AS NEEDED TO WALL SUPPORTS, PROVIDE (2) TWO RECESSED CAN LIGHTS BY LIGHTOLIER 4" IN CANOPY BLACK ALUMINUM CEILING	
COP-1	PAC-CLAD 4" PROFILE PAC-TITE SYSTEM, COLOR BLACK	
COP-3	PAC-CLAD 4" PROFILE PAC-TITE SYSTEM, COLOR MUSKET GRAY	
COP-4	PAC-CLAD 4" PROFILE PAC-TITE SYSTEM, WHITE SILVER TO MATCH PANELS BELOW	
MP-1	MORIN INTEGRITY X-12 CORRUGATED METAL - BLACK	
MP-1v	MORIN INTEGRITY X-12 CORRUGATED METAL - BLACK - VERTICAL	
MP-2	MORIN A-12-0 VERTICAL METAL PLANKS - WOOD TONE, DARK WALNUT	
MP-3	PAC CLAD 7/2 HORIZONTAL CORRUGATED PANEL IN MUSKET GRAY	

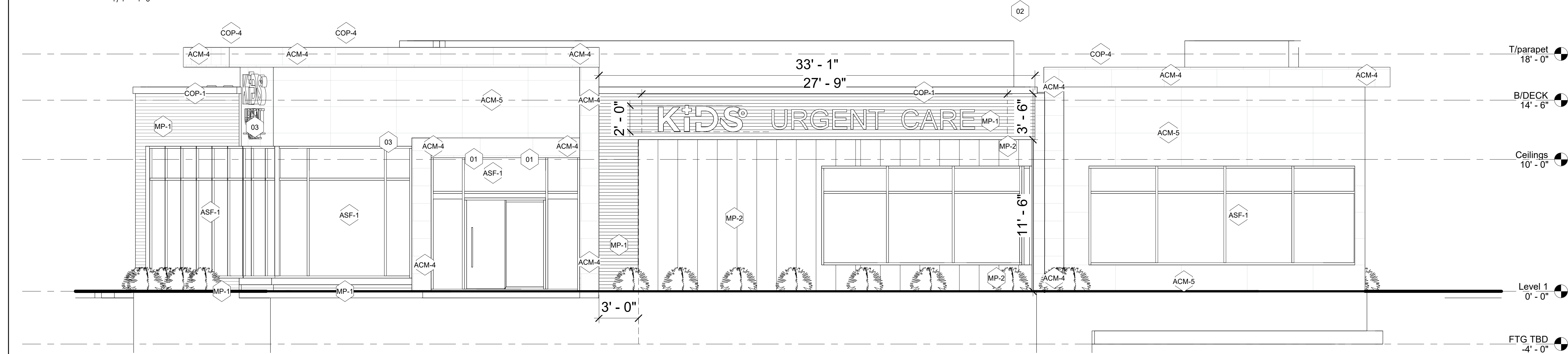
PER B-2 DISTRICT, THIS WEST FACADE IS NOT VISIBLE FROM ANY PUBLIC ROW/ BUT IS VISIBLE TO A PARKING LOT
-SIGNAGE UP TO 2% OF GSF (INCLUDING BASEMENTS) IS ALLOWED
-TOTAL EXTERIOR WALL SIGNS IS 34 SQ.FT. (or 0.4% of GSF)

WALL SIGNAGE PER B2 DISTRICT AT THE MALL

IF VISIBLE TO A PUBLIC ROW OUTSIDE OF THE MALL, OR A PARKING LOT, THEN
2% OF GSF, INCLUDING BASEMENTS IS ALLOWED
2% OF 9,800 GSF IS
196 SQ.FT. MAX ON SOUTH ELEVATION

UNLIMITED SIGNAGE IF INTERIOR TO A MALL AND NOT VISIBLE FROM EXTERNAL ROW OR PARKING.

1 BUILDING ELEVATION - WEST
1/4" = 1'-0"



PER B-2 DISTRICT, THIS WEST FACADE IS NOT VISIBLE FROM ANY PUBLIC ROW/ BUT IS VISIBLE TO A PARKING LOT
-SIGNAGE UP TO 2% OF GSF (INCLUDING BASEMENTS) IS ALLOWED
-TOTAL EXTERIOR WALL SIGNS IS 55 SQ.FT. (or 0.56% of GSF)

2 BUILDING ELEVATION - SOUTH angled
1/4" = 1'-0"



ARCHITECTURE PLANNING DESIGN
1303 OGDEN AVE., DOWNERS GROVE, IL 60515

KIDS URGENT CARE
1180 HARGER ROAD,
OAK BROOK, ILLINOIS

REV.	DESCRIPTION	DATE
IFZ		2/05/2024
	PRELIM SUBMITTAL	3/29/2024
	APPLICATION	4/07/2024
	PRELIM HEARING	4/23/2024
	PUD APPLICATION	6/07/2024

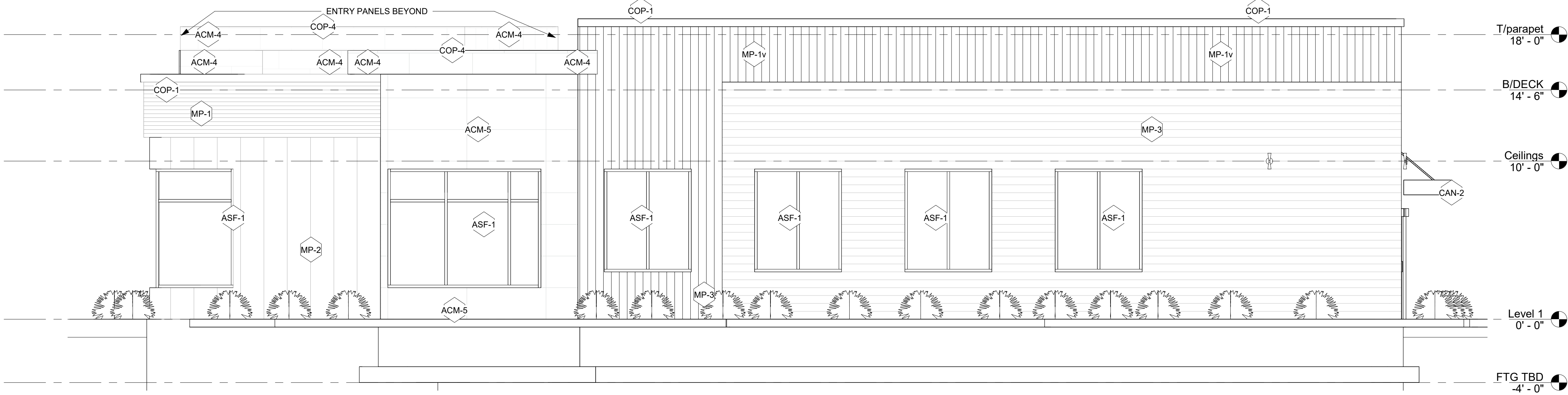
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PROJECT #: A23-517

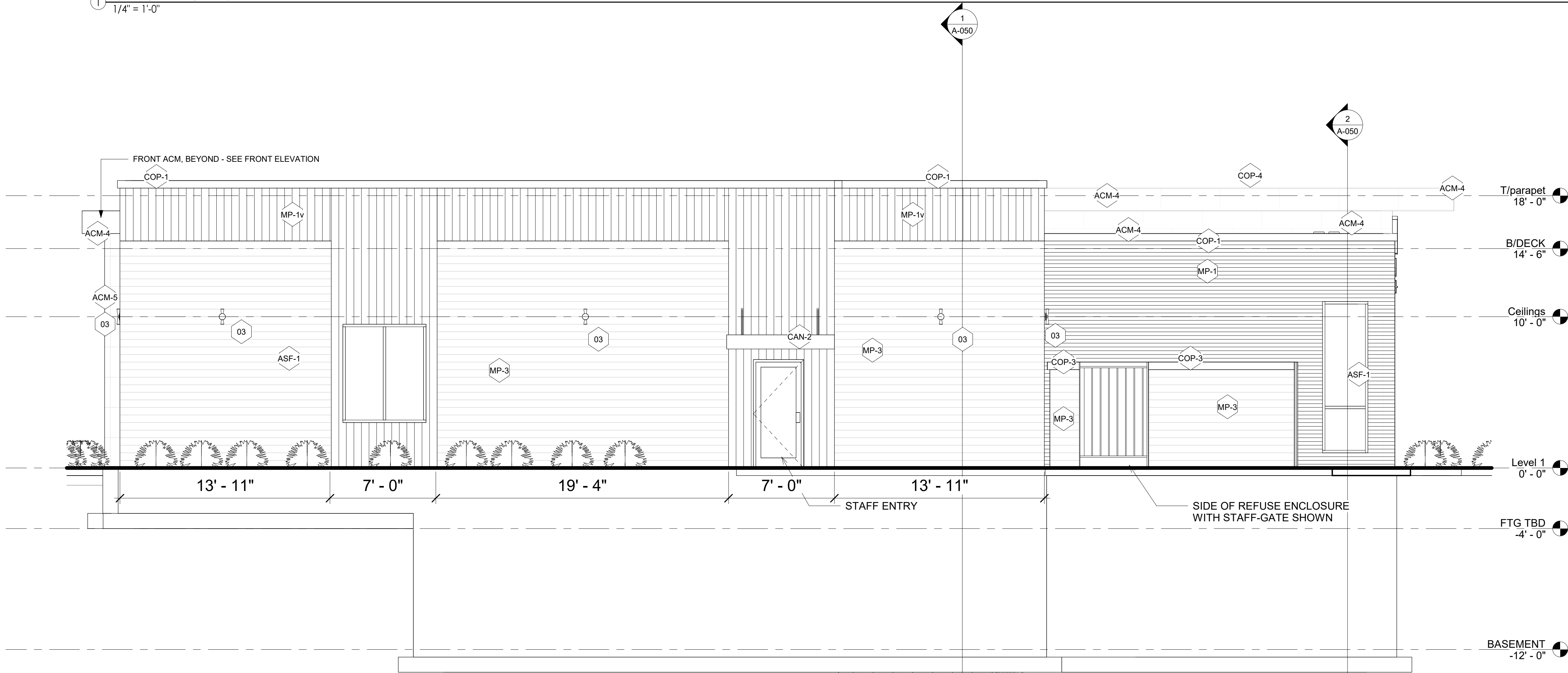
EXTERIOR
ELEVATIONS

7.f

A-021



1 BUILDING ELEVATION - EAST
1/4" = 1'-0"



2 BUILDING ELEVATION - NORTH
1/4" = 1'-0"

KEYNOTES - EXT ELEVATIONS	
01	EXTERIOR 4" RECESSED CAN LIGHTS ABOVE DOOR, BY LIGHTOLIER, MINIMUM 2 LIGHTS.
02	RECESSED LINEAR AT PERIMETER OF UPPER SOFFIT FASCIA - LUMENWERKS VIA2SEAL 3" WIDE, MIN. 6" SOFFIT
03	EXTERIOR UP/DOWN ACCENT LIGHTING SCONCE - BLACK - FC OUTDOOR SCONCE
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ACM-5	STACBOND A2 ACM - BLACK, STACK BOND
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CAN-2	NEW PREFABRICATED, BLACK ALUMINUM CANOPY WITH 10" FRONT FLAT FASCIA, BY MAPES OR EQUAL. TIEBACKS AS NEEDED TO WALL SUPPORTS, PROVIDE (2) TWO RECESSED CAN LIGHTS BY LIGHTOLIER 4" IN CANOPY BLACK ALUMINUM CEILING
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MP-1v	MORIN INTEGRITY X-12 CORRUGATED METAL - BLACK - VERTICAL
MP-2	MORIN A-12-0 VERTICAL METAL PLANKS - WOOD TONE, DARK WALNUT
MP-3	PAC CLAD 7.2 HORIZONTAL CORRUGATED PANEL IN MUSKET GRAY

RWE
PLANNING + DESIGN

ARCHITECTURE PLANNING DESIGN
1303 OGDEN AVE., DOWNERS GROVE, IL 60515

KIDS URGENT CARE
1180 HARGER ROAD,
OAK BROOK, ILLINOIS

REV.	DESCRIPTION	DATE
IFZ	PRELIM SUBMITTAL	2/05/2024
	APPLICATION	3/29/2024
	PRELIM HEARING	4/07/2024
	PUD APPLICATION	4/23/2024
		6/07/2024

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PROJECT #: A23-517

EXTERIOR
ELEVATIONS

7.g

A-022



RWE
PLANNING + DESIGN

ARCHITECTURE PLANNING DESIGN
1303 OGDEN AVE., DOWNERS GROVE, IL 60515

KIDS URGENT CARE
1180 HARGER ROAD,

1180 HARGER ROAD,
OAK BROOK, ILLINOIS

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PROJECT #:	A23-517
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EXTERIOR
RENDERINGS -
DAYTIME

7.h

A-023



RWE
PLANNING + DESIGN

ARCHITECTURE PLANNING DESIGN
1303 OGDEN AVE., DOWNERS GROVE, IL 60515

KIDS URGENT CARE
1180 HARGER ROAD,
OAK BROOK, ILLINOIS

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PROJECT #:	A23-517
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EXTERIOR
RENDERINGS -
EVENING / NIGHT

7.i
A-024



RWE
PLANNING + DESIGN

ARCHITECTURE PLANNING DESIGN
1303 OGDEN AVE., DOWNERS GROVE, IL 60515

KIDS URGENT CARE
1190 HARBOR ROAD

1180 HARGER ROAD,
OAK BROOK, ILLINOIS

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PROJECT #: A23-517

EXTERIOR
RENDERINGS - REAR
OF BUILDING

A-025^{7.j}

July 10, 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
1180 Harger Road	2024-09-ZO-PUD	2	-

EZA Engineering received the following permit submittal documents on July 3, 2024:

Document	Prepared By	Sheets	Date
Application for Planned Development	Day & Robert	158	6-7-24
Parking Study	KLOA	23	6-21-24

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. Please note that a regulatory floodplain is no longer located on this development site.
2. Stormwater detention and Post Construction Best Management Practices (PCBMP) were constructed in 2018 as part of the required subdivision improvements associated with the Franklin Subdivision.
3. It appears the existing 6" diameter water service stub will be sufficient for the proposed building. This will need to be confirmed during the permit review.
4. Please note a Traffic Impact Study is not required for the proposed development.
5. The Parking Study was reviewed by Civiltech Engineering (see attached Technical Memorandum dated July 2, 2024).
6. It does not appear that the triple basin will be needed. The triple basin and associated sanitary sewer upstream of SMH 4 shall be removed.
7. No further comment.

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

Sincerely,
EZA ENGINEERING PLLC



James Patterson, P.E.



Civiltech Engineering, Inc.
www.civiltechinc.com

Two Pierce Place, Suite 1400
Itasca, IL 60143
Phone: 630.773.3900
Fax: 630.773.3975

30 N LaSalle Street, Suite 3220
Chicago, IL 60602
Phone: 312.726.5910
Fax: 312.726.5911

Transportation Design

Traffic Engineering

Civil Engineering

Construction Engineering

Environmental Studies

Water Resources

Structural Design

Right of Way

Urban Design

Transportation Planning

Program Management

Technical Memorandum

Date: July 2, 2024

To: Jamie Patterson, P.E., CFM
EZA Engineering, PLLC

From: Brian R. DeSalle, P.E., PTOE
Louis E. Pukelis, P.E.

Re: KIDS Urgent Care
Parking Study Review
Oak Brook, IL

Civiltech has reviewed the Parking Study for the proposed KIDS Urgent Care facility conducted by Kenig, Lindgren, O'Hara and Aboona, Inc (KLOA). The urgent care facility is to be located within the 1900 Spring Road office development in Oak Brook, Illinois. The site currently contains a nearly 110,857 square foot office building and a 3,657 square foot Shake Shack restaurant. The existing site contains 410 parking spaces, 41 of which are dedicated to the Shake Shack restaurant. The proposed pediatric urgent care facility would be approximately 9,800 square feet in size. We offer the following parking-related comments on this development proposal.

- This parking study was completed in accordance with industry standards and best practices. We concur with the scope and methodology of the study.
- Multiple methods were used to determine and confirm the adequacy of the existing parking supply, which included conducting manual parking surveys, using the parking ratios published in ITE *Parking Generation*, and applying the Village of Oak Brook parking code. We concur with the practice of evaluating parking across multiple sources of data to establish parking supply adequacy.
- We concur with the conclusion that the existing parking supply does not meet Village code requirements and this deficit would increase upon construction of the pediatric urgent care facility.
- We concur that, based on ITE *Parking Generation* ratios, the existing parking supply would be sufficient for the existing land uses as well as the proposed pediatric urgent care facility.
- We concur with using a shared parking approach to estimate the actual hourly parking demand of the existing and proposed land uses considering that not all land uses have their peak parking demand occur at the same time of day.



- We concur that the shared parking analysis indicates that there will be sufficient parking supply to accommodate all the existing and proposed uses on the site based on ITE *Parking Generation* data.
- We concur that the shared parking analysis indicates that the site would have sufficient parking surplus to meet Village code requirements specifically for the pediatric urgent care facility, although the site as a whole does not meet code requirements.
- We concur with the conclusion that the existing parking supply will be sufficient to handle the average and maximum parking occupancies on weekdays and Saturdays once the Urgent Care site is opened and operational despite not meeting Village code requirements.
- We also concur that signage should be posted in the parking lot reminding drivers not to park in the lot if they are not patronizing one of the businesses on the site. Some enforcement may be necessary to discourage customers of adjacent businesses not on site from using the parking lot inappropriately.

NOTICE OF PUBLIC HEARING

VILLAGE OF OAK BROOK PLANNING & ZONING COMMISSION AUGUST 7, 2024 AT 6:30 P.M.

NOTICE IS HEREBY GIVEN that a public hearing before the Planning & Zoning Commission of the Village of Oak Brook, DuPage and Cook Counties, Illinois, will be held on August 7, 2024 at 6:30 p.m. in the Samuel E. Dean Board Room of the Butler Government Center, Village of Oak Brook, 1200 Oak Brook Road, Oak Brook, Illinois 60523 for the purpose of considering the application from the Applicant, Kids Urgent Care Ltd., and Owner, Franklin 1900 Spring Road Lot 1, LLC, the owner of the property known as 1180 Harger Road, Oak Brook, Illinois 60523, seeking a new planned development and related departures to the Franklin PUD pursuant to Chapter 15 of Title 13, the Zoning Ordinance of the Village of Oak Brook, Illinois, Ordinance G-60 as amended.

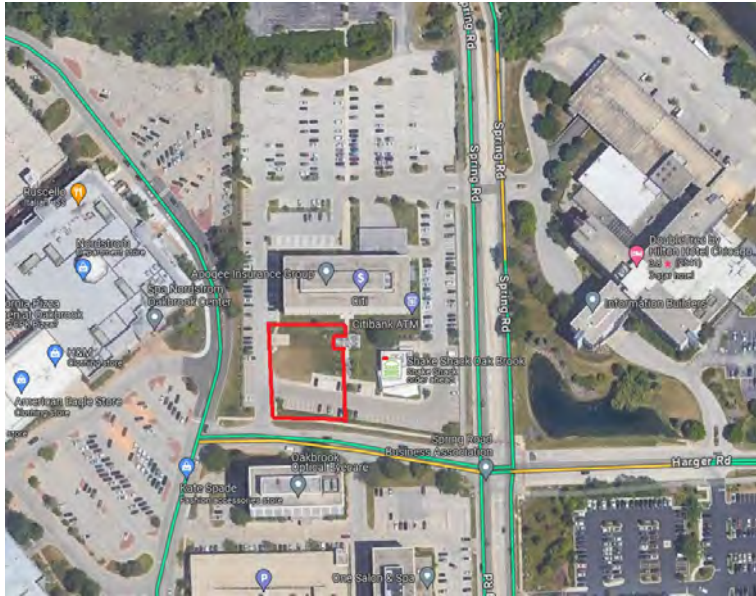
Applicant/Owner have submitted an application, case number 2024-09-ZO-PUD, seeking approval of a planned development on property located at 1180 Harger Road, Oak Brook, Illinois 60523 as described below:

Project Description: Applicant/Owner have applied to the Village for planned development approval to allow for a single story (plus basement) medical office facility encompassing a total of 9,800 square feet, operating a pediatric urgent care business on Lot 1 of Franklin Subdivision.

In accordance with the zoning regulations, as part of the planned development, Applicant/Owner have requested certain departures as provided in the Zoning Ordinance.

The subject property is generally described as 1180 Harger Road, Oak Brook, Illinois 60523 (permanent index number: 06-23-302-004), located at the corner of Spring Road and Harger Road with the legal description as follows:

Lot 1 in the Final Plat of Franklin Subdivision, being a resubdivision of Lot 1 in First Federal Resubdivision of Lots 1 and 2 in Oakbrook Hotel Co's Resubdivision in Section 23, Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded April 27, 2018 as Document No. R2018-036669, in DuPage County, Illinois.



Questions about the proposed project can be directed to Scott M. Day, Day & Robert, P.C., 300 East 5th Avenue, Suite 365, Naperville, Illinois 60563; (630) 637-9811; smd@drm.law.

In accordance with the provisions of the American with Disabilities Act, any individual who needs 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.

NOTICE IS HEREBY GIVEN that a public hearing before the Planning & Zoning Commission of the Village of Oak Brook, DuPage and Cook Counties, Illinois, will be held on Wednesday, August 7, 2024 at 6:30 p.m. in the Samuel E. Dean Board Room of the Butler Government Center, Village of Oak Brook, 1200 Oak Brook Road, Oak Brook, Illinois 60523 for the purpose of considering the application from the Petitioner, Kids Urgent Care L.T.D., and Owner, Franklin 1900 Spring Road Lot 1, L.L.C. They seeking a planned development as provided for under Chapter 15 of Title 13, the Zoning Ordinance of the Village of Oak Brook, Illinois, Ordinance G-60 as amended.

The Petitioner has submitted an application, case number 2024-09-ZO-PUD, seeking approval of a planned development to be located on the property at 1800 Harger Road, Oak Brook, Illinois 60523, as further described below. Project Description: Petitioner has applied to the Village for Planned Development approval to allow for the development of a single story (plus basement) medical office facility with a total of 9,800 square-feet, operating as a pediatric urgent care. In accordance with the zoning regulations, as part of the Planned Development, the Petitioner has requested modifications and departures from the standard zoning provisions.

The subject property may be generally described as 1800 Harger Road, Oak Brook, Illinois 60523, with the PIN as follows:

PIN 06-23-302-004

The petitioner's application including all supporting documents is on file with the Director of Development Services. Persons wishing to examine the petition documents may arrange to do so with the Development Services Department, Village of Oak Brook, 1200 Oak Brook Road, Oak Brook, IL 60523, telephone 630-368-5106, 8:00 a.m. to 4:00 p.m., Monday – Friday, excluding holidays.

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

Netasha Scarpiniti, Village Clerk
Published at the direction of the Corporate Authorities and the Planned Development Commission of the Village of Oak Brook, DuPage and Cook Counties, Illinois.

Published in Daily Herald July 17, 2024 (4617477)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

DuPage County Daily Herald

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

I further certify that the **DuPage County DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 07/17/2024 in said **DuPage County DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY


Designee of the Publisher of the Daily Herald

Control # 4617477





MINUTES OF THE APRIL 23, 2024 REGULAR
MEETING OF THE PRESIDENT AND BOARD OF
TRUSTEES OF THE VILLAGE OF OAK BROOK
APPROVED AS WRITTEN ON
MAY 14, 2024

1. CALL TO ORDER

The Regular Meeting of the Village Board of Trustees was called to order by President Laurence Herman in the Samuel E. Dean Boardroom of the Butler Government Center at 7:00 p.m. The Pledge of Allegiance was recited.

2. ROLL CALL

Village Clerk Netasha Scarpiniti called the roll:

PRESENT: Trustees Naveen Jain, Michael Manzo, A. Suresh Reddy, Edward Tiesenga and President Laurence Herman

VIA ZOOM: None

ABSENT: Trustees Melissa Martin, James Nagle

IN ATTENDANCE: Village Manager Greg Summers, Assistant Village Manager Joseph Mitchell, Information Technology Director Tom Gilbert, Police Chief Brian Strockis, Public Works Director Tim O'Malley, Head Librarian Jacob Post, Finance Director Marilyn Fumero, Fire Chief Kevin Fleege, Development Services Director Rebecca Von Drasek, Sports Core Director Art Segura, and Village Attorney Stephen H. Dinolfo

3. PRESIDENT'S OPENING COMMENTS

President Herman reminded everyone about the Village of Oak Brook blood drive, announced the Arbor Day celebration and first annual tree planting ceremony to serve as a tribute to those making a positive impact on the community. This year's tree dedication is in memory of firefighter Tommy Sinclair. President Herman asked Clerk Scarpiniti to read the Arbor Day Proclamation.

A. Arbor Day Proclamation

Clerk Scarpiniti read the Proclamation.

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

Development Services Director VonDrasek provided a brief overview of the Pediatric Urgent Care Presentation and invited attorney Scott Day to present the project.

Attorney Scott Day, representing the applicant, explained the dynamics of the project and described the proposed use of the previously subdivided space and new configurations for the building. He addressed questions from the Board.

President Herman mentioned that the presented item is an introductory one and the first step in the process prior to requesting final approval from the Board.

Trustee Tiesenga described past experiences with infrastructure projects and requested that the architects be conscientious regarding the architecture on the exterior of the building.

Trustee Jain asked about the value proposition to Franklin Partners and the residents of building a pediatric urgent care in the prime commercial space.

Trustee Manzo wanted Franklin Partners to ensure that the signage would not be too overbearing for the site.



ITEM 3.B.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
April 23, 2024

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

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

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

Background/History:

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

Project Overview:

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

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

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

Staff Comments:

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

Recommendation:

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

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

Attachments:

1. 04-16-24 letter to Rebecca Von Drasek with attachments

Day & Robert, P.C.

ATTORNEYS AT LAW

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

SCOTT M. DAY
RACHEL K. ROBERT

KELLI M. SMITH
Of Counsel

April 16, 2024

VIA EMAIL ONLY

rvondrasek@oak-brook.org

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

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

Dear Ms. Von Drasek:

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

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

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

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

Ms. Rebecca Von Drasek
Page 2
April 16, 2024

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

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

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

Very truly yours,

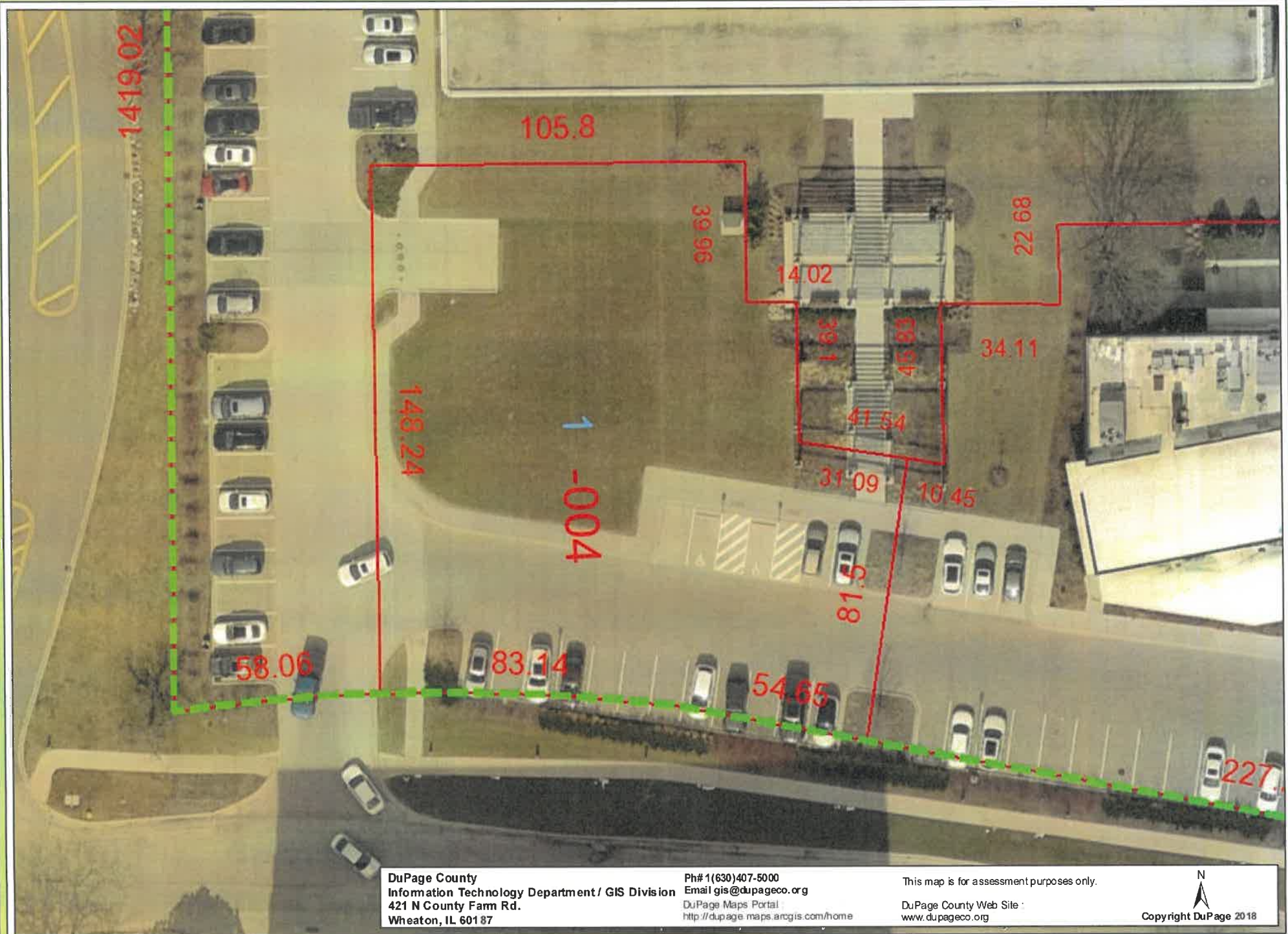
A handwritten signature in blue ink, appearing to read "Scott M. Day", with a long horizontal line extending to the right.

Scott M. Day

SMD:kg

Enclosure

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



DuPage County
Information Technology Department / GIS Division
421 N County Farm Rd.
Wheaton, IL 60187

Ph# 1(630)407-5000
Email gis@dupageco.org
DuPage Maps Portal
<http://dupage-maps.arcgis.com/home>

This map is for assessment purposes only.

DuPage County Web Site :
www.dupageco.org

N
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ARCHITECTURE PLANNING DESIGN
1303 OGDEN AVE., DOWNERS GROVE, IL 60515

KIDS URGENT CARE
1180 HANGER ROAD,
OAK BROOK, ILLINOIS

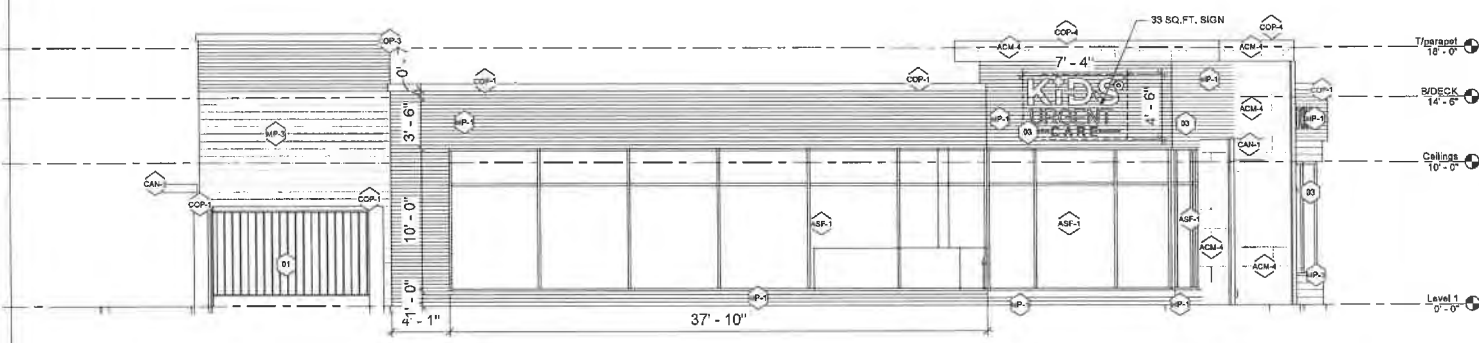
REV.	DESCRIPTION	DATE
01	ISSUED FOR PERMITS	05/05/2024
02	PRELIMINARY SUBMITTAL	05/29/2024
03	FINAL APPLICATION	06/19/2024
04	PERMITS HEARING	07/17/2024

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PROJECT #: A-2541*

EXTERIOR
PERSPECTIVE VIEWS

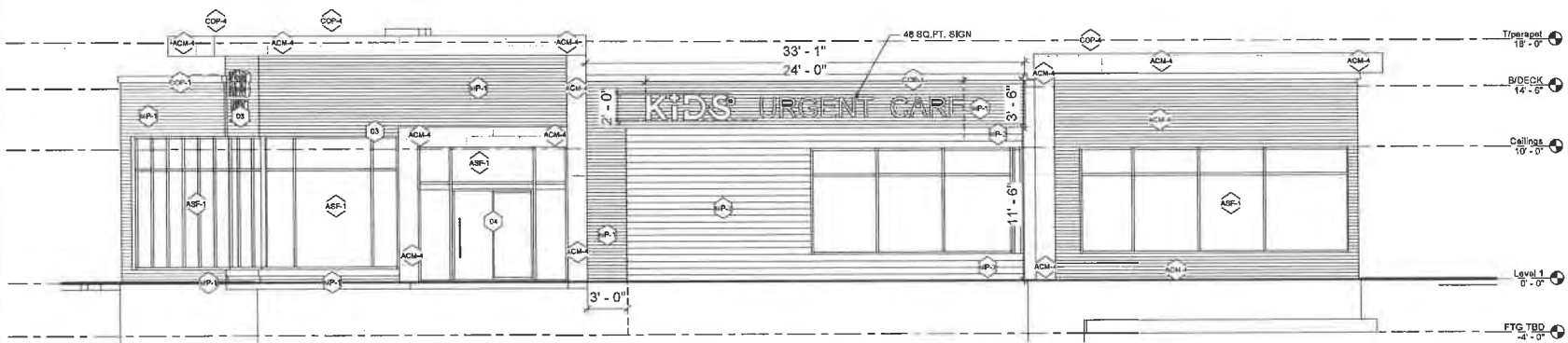
A-020

4/16/2024 7:09:59 AM



PER B-2 DISTRICT, THIS WEST FACADE IS NOT VISIBLE FROM ANY PUBLIC ROW BUT IS VISIBLE TO A PARKING LOT
SIGNAGE UP TO 2% OF GSF (INCLUDING BASEMENTS) IS ALLOWED
-TOTAL EXTERIOR WALL SIGNS IS 33 SQ.FT.

1 BUILDING ELEVATION - WEST
1/4" = 1'-0"



PER B-2 DISTRICT, ANY SIGNAGE VISIBLE FROM ROW/PARKING LOTS CAN BE 2% MAX OF GROSS SQ. FT. OF BUILDING, INCLUDING BASEMENTS
9,800 SF * 0.02 IS 196 SQ. FT. TOTAL
WE COMPLY WITH 1 WALL SIGN ON THIS SOUTH FACADE TOTALLING 48 SQ. FT.

3 BUILDING ELEVATION - SOUTH
1/4" = 1'-0"

- KEYNOTES - EXT ELEVATIONS**
- 01 SEE ADDITIONAL SHEET FOR FURTHER INFORMATION ON RETUSE ENCLOSURE AND GATE.
 - 02 NEW INTERIOR FINISHES: 10' x 10' BRANDED - SEE BODENBROS.
 - 03 NEW EXTERIOR SIGNAGE - FINAL DESIGN BY SIGNAGE VENDOR.
 - 04 NEW AUTOMATIC POWER OPERATED SLIDING GLASS DOOR, SEE INTERIOR FLOOR PLAN FOR LOCATION. INTERIOR FINISHES: 10' x 10' BRANDED - SEE BODENBROS.
 - ACM-1 STAINLESS STEEL CLADDING - WHITE SILVER.
 - ACM-2 NEW ALUMINUM TILT UP DOORS BY FAYATHEIR 10' x 10' GLASS DOOR WITH 10' x 10' GLASS PANEL.
 - CAN-1 NEW PRE-FABRICATED BUILDING SYSTEM CANOPY WITH RECESSED DOWNLIGHTS, SEE FLOOR PLAN FOR LOCATION. NEW FACADE ELEVATIONS.
 - CAN-2 NEW PRE-FABRICATED BUILDING SYSTEM CANOPY WITH RECESSED DOWNLIGHTS, SEE FLOOR PLAN FOR LOCATION. NEW FACADE ELEVATIONS.
 - COP-1 FACCLAD 4" PROFILE FACCLAD SYSTEM, COLOR BLACK.
 - COP-2 FACCLAD 4" PROFILE FACCLAD SYSTEM, COLOR BRASS/STEEL.
 - COP-3 FACCLAD 4" PROFILE FACCLAD SYSTEM, COLOR BRASS/STEEL.
 - MP-1 NEW BRASS/STEEL CLADDING MATERIAL - BLACK.
 - MP-2 NEW BRASS/STEEL CLADDING MATERIAL - WOOD TONE. DARK BRASS.
 - MP-3 FACCLAD 4" PROFILE FACCLAD SYSTEM, COLOR BRASS/STEEL.

WALL SIGNAGE PER B2 DISTRICT AT THE MALL
IF VISIBLE TO A PUBLIC ROW OUTSIDE OF THE MALL, OR A PARKING LOT, THEN
2% OF GSF, INCLUDING BASEMENTS IS ALLOWED
2% OF 9,800 GSF IS
196 SQ. FT. MAX ON SOUTH ELEVATION
UNLIMITED SIGNAGE IF INTERIOR TO A MALL AND NOT VISIBLE FROM EXTERNAL ROW OR PARKING.

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ARCHITECTURE PLANNING DESIGN
1305 OGDEN AVE., DOWNERS GROVE, IL 60515

KIDS URGENT CARE
1305 OGDEN AVE.
OAK BROOK, ILLINOIS

REV.	DESCRIPTION	DATE
01	PRELIM SUBMITTAL	7/23/2024
02	PRELIM SUBMITTAL	8/29/2024
03	FINAL APPLICATION	10/19/2024
04	PRELIM HEARING	11/22/2024

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PROJECT #: A25-517

EXTERIOR
ELEVATIONS

A-021





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ARCHITECTURE PLANNING DESIGN
1301 DODGE AVE., DOWNERS GROVE, IL 60518

KIDS URGENT CARE
1301 WABLER ROAD
OAK BROOK, ILLINOIS

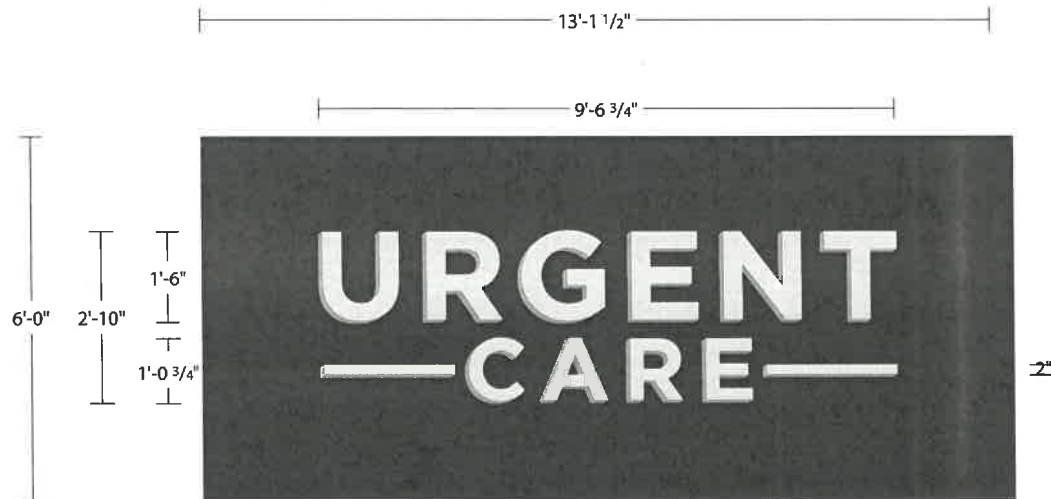
REV.	DESCRIPTION	DATE
#1		7/23/2024
	PRELIM SUBMITTAL	11/29/2024
	PUD APPLICATION	11/19/2024
	PRELIM HEARING	11/23/2024

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PROJECT #: A-023-517

EXTERIOR -
RENDERINGS -
DAYTIME

A-023

4/16/2024 7:10:00 AM



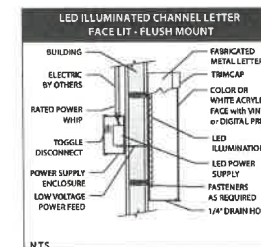
West Elevation Front View
26.92 Sq. Ft.



Proposed West Elevation Day View



Proposed West Elevation Night View



**ONE (1) SET OF FACE LIT - LED ILLUMINATED CHANNEL LETTERS
MOUNTED FLUSH TO BUILDING FASCIA**

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

FACES = 2447 WHITE ACRYLIC

ILLUMINATION = 7100K BRIGHT WHITE LED

SCALE: 1/2" = 1'



7933 W Hwy 6, Westville, IN 46391

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

REP: DJ Hovis 219-384-6759

DATE: 3-27-2024

DRAWING: DJ-0251-4
REFERENCE:

PROJECT #: 240248

REVISIONS:

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

CLIENT APPROVAL: _____

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





Front View
Sign face: 50.17 sq. ft. (Total 100.34 sq. ft.)

Side View



Proposed Day View



Proposed Night View

SCALE: 1/2" = 1'

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

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

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

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

ILLUMINATION = 7100K BRIGHT WHITE LED



7933 W Hwy 6, Westville, IN 46391

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

REP: DJ Hovis 219-384-6759

DATE: 03-27-2024

DRAWING: DJ-0251-6
REFERENCE:

PROJECT #: 240248

REVISIONS:

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

CLIENT APPROVAL:

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





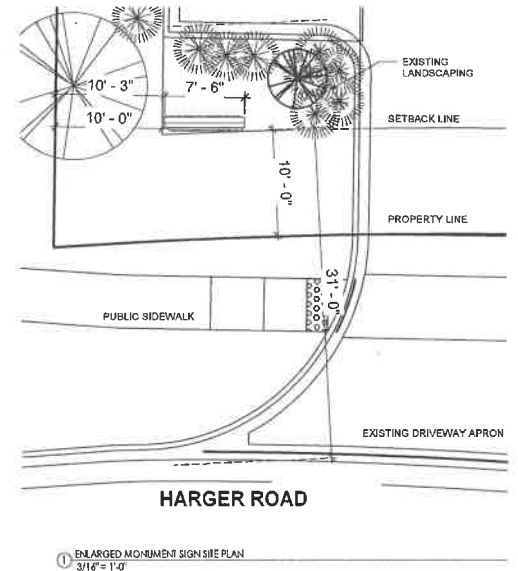
7933 W Hwy 6, Westville, IN 46391

PROJECT: Kids Urgent Care
1180 Harger Rd
Oak Brook, IL 60621

DATE: 01-27-2024
DRAWING: 03 0251 & 0252
REFERENCE: 240248

REVISIONS:
1. Update colors & materials 01/27/24
2. Copy edit to build address add sq. ft. for code change pole cover to aluminum from bronze 3-17-24 JB

CLIENT APPROVAL



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1305 OGDEN AVE., DOWNERS GROVE, IL 60513

KIDS URGENT CARE
1180 HARGER ROAD
OAK BROOK, ILLINOIS



REV.	DESCRIPTION	DATE
1	Plan	11/24/2023
2	PRELIM SUBMITTAL	02/05/2024
3	PRELIM SUBMITTAL	07/17/2024
4	FINAL APPLICATION	07/18/2024
5	PRELIM HEARING	07/23/2024

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 PROJECT # A-004
ENLARGED MONUMENT SIGN SITE PLAN
A-004



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1303 OGDEN AVE., DOWNERS GROVE, IL 60113

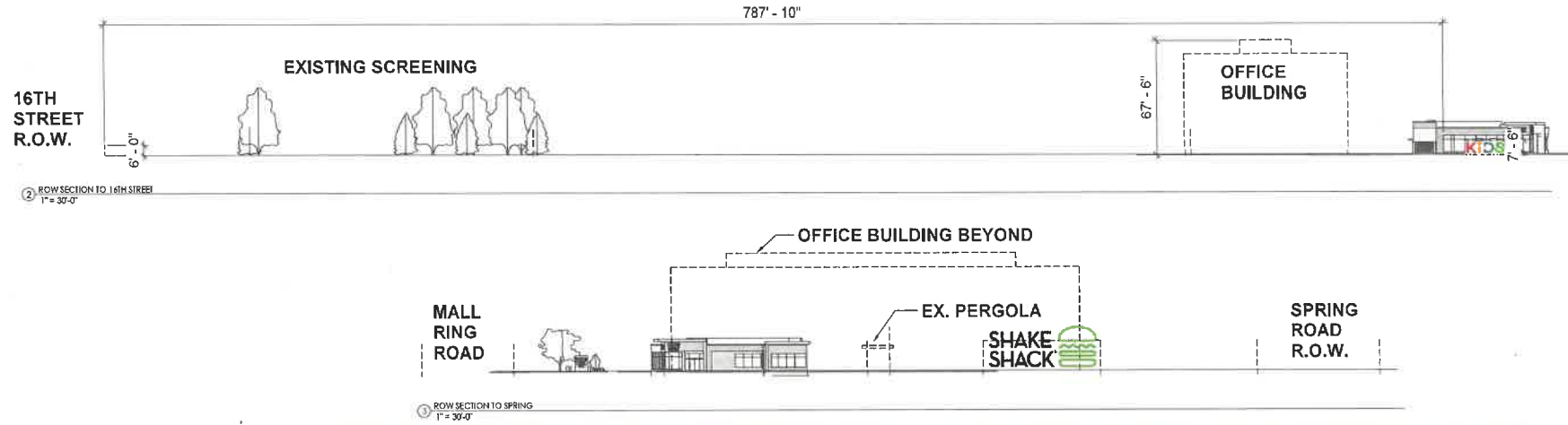
KIDS URGENT CARE
1180 HARGER ROAD
OAK BROOK, ILLINOIS

REV.	DESCRIPTION	DATE
1	PERM	11/24/2023
2	PERM SUMMITAL	7/25/2024
3	PLD APPLICATION	5/29/2024
4	PERM 1ST REVIEW	4/18/2024
5	PERM 2ND REVIEW	4/23/2024

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PROJECT #: A-25-417

ROW INTERSECTION
VIEWS

A-005



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1303 OGDEN AVE., DOWNERS GROVE, IL 60515

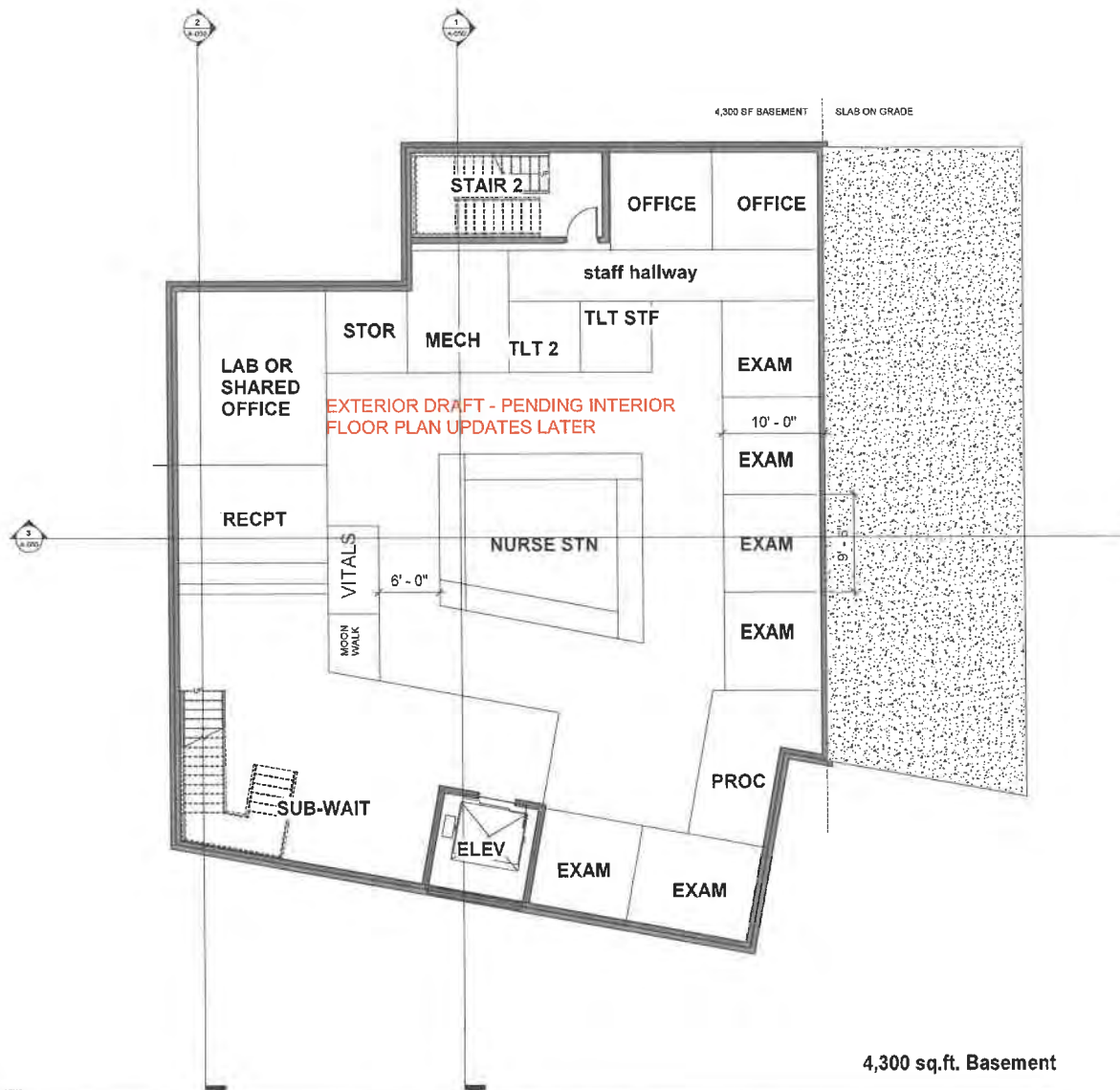
KIDS URGENT CARE
1180 HARGER ROAD,
OAK BROOK, ILLINOIS

REV.	DESCRIPTION	DATE
1	ISSUED	11/28/2024
2	PRELIM SUBMITTAL	12/29/2024
3	FINAL APPLICATION	4/18/2024
4	FINAL HEARING	4/23/2024

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PROJECT #: J-25-91"

ROW INTERSECTION
SECTION

A-006



2 FLOOR PLAN - BASEMENT ASK2
3/16 = 1/8"

CONFIDENTIAL
1190 HARPER ROAD, OIL, IL

PROJECT NUMBER: 123456

REV.	DESCRIPTION	DATE
1	Plan	11/24/2023

FLOOR PLAN -
BASEMENT

A-102

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11/29/2023 1:23:40 AM

13-7B-3: LOT AREA REQUIREMENTS:

A. Floor Area Ratio: Not to exceed 0.5; provided, however, that with regard to any increase of floor area over 0.3, not more than twelve and one-half percent (12½%) of permissible floor area in excess of 0.3 shall be devoted to office use as permitted under section [13-7B-1](#) of this article.

13-12-5: OFF-STREET PARKING SPACES REQUIRED:

There shall be provided for each structure and use hereafter erected, structurally altered, or enlarged, a minimum number of off-street parking spaces in accordance with the following:

Medical and dental clinics and offices of physicians
and dentists

1 space for each 200 square feet of
floor area.

Please Deposit Check(s) in: Zoning Account 10-4302

For:

Kids Urgent Care - PUD

\$2,500.00

Escrow Account 2306

For:

Kids Urgent Care - PUD - Escrow

\$500.00

NOTE: 2 check(s) - Total **\$ 3,000.00**

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

MISCELLANEOUS PAYMENT RECPT#: 743345
DATE: 06/07/24 TIME: 15:05:57
CLERK: jwozniak DEPT:
CUSTOMER#:

COMMENT: KIDS URG CARE-PUD-ES

REVENUE:

1	10	43020	2500.00
		ZONING/SUBDIV APPLICATION	
		ZONING/SUBDIVISION	
1	10	2306	500.00
		ESCROW DEPOSITS	
		ESCROW DEPOSIT	

CASH:
99 1105 3000.00
CASH -PLD

AMOUNT PAID: 3000.00

PAID BY: KIDS PEDIATRICS, LTD
PAYMENT METH: MULTIPLE

METH: CH CHECK/REF: 1040
QTY: 1 ADD'L REF: KIDS PEDIATRICS, L
AMT: 2500.00
METH: CH CHECK/REF: 1038
QTY: 1 ADD'L REF: KIDS PEDIATRICS, L
AMT: 500.00

REFERENCE:

AMT TENDERED: 3000.00
AMT APPLIED: 3000.00
CHANGE: .00

**FRANKLIN 1900 SPRING ROAD LOT 1, LLC
KIDS URGENT CARE LTD.
1180 HARGER ROAD, OAK BROOK, ILLINOIS 60523**

APPLICATION FOR PLANNED DEVELOPMENT

06-07-24

APPLICATION INVENTORY

Tab No.	Document Name	Prepared By:	Date
1.	Application for Planned Development	Day & Robert	06-04-24 06-06-24
2.	Owner's Authorization	Day & Robert	06-06-24
3.	Application Procedures	Day & Robert	06-03-24
4.	Special Warranty Deed (R2018-073499) Real Estate Tax Bill	DuPage County Recorder DuPage County Treasurer	Rec/08-07-18
5.	ALTA/NSPS Land Title & Topographic Survey	V3	06-03-24
6.	Legal Description	Day & Robert	06-05-24
7.	Subject Property Verification	Day & Robert	05-30-24
8.	Certification and Names of Surrounding Property Owners and list of Certified Mailing Labels	Xpress Services Dau & Robert	05-31-24 06-04-24 06-06-24
9.	Narrative	Dr. Fizan Abdullah Luigi Randazzo	05-31-24
10.	Planned Development Standards	Day & Robert	06-05-24
11.	Site Development Departures and Allowance – Waivers and Variations	Day & Robert	06-05-24
12.	Architecture Site Plan (A-000)	RWE	06-07-24
13.	Site Plan	V3	06-06-24
14.	Layout and Paving Plan – South (C3.1)	V3	10-13-17
15.	Grading Plan – South (C4.1)	V3	10-13-17
16.	Utility Plan – South (C5.1)	V3	10-13-17
17.	Context Site Plan (A-001)	RWE	06-07-24
18.	Floor Plan – Main Level and Basement (A-101 & A-102)	RWE	06-07-24
19.	Landscape & Screening Master Plan (A-002)	RWE	06-07-24
20.	Existing Landscaping Exhibit (A-003)	RWE	06-07-24
21.	Existing Wheaton Location (A-027)	RWE	04-23-24
22.	ROW Intersection Views and Section (A-005 & A-006)	RWE	06-07-24
23.	Signage Code Diagram (A-007)	RWE	06-07-24
24.	Signage	Legacy	04-08-24 04-18-24 04-17-24
25.	Enlarged Monument Sign Site Plan (A-004)	RWE	06-07-24
26.	Roof Plan (A-011)	RWE	06-07-24
27.	Exterior Perspective Views (A-020)	RWE	06-07-24

Tab No.	Document Name	Prepared By:	Date
28.	Exterior Elevations (A-021 & A-022)	RWE	06-07-24
29.	Exterior Renderings – Daytime and Evening/Night) (A-023 & A-024)	RWE	06-07-24
30.	Exterior Renderings – Rear of Building (A-025)	RWE	06-07-24
31.	Photometric Plan	Chicago Lightworks	06-06-24
32.	Construction Schedule	RWE	No Date
33.	Parking Evaluation Memorandum	KLOA	06-05-24
34.	List of Persons Testifying at Hearing	Day & Robert	06-07-24

**APPLICATION FOR
PLANNED DEVELOPMENT**

NOTE: ALL COMPLETED APPLICATIONS ARE TO BE DELIVERED to the DEVELOPMENT SERVICES DEPARTMENT. Call 630-368-5106

☒ **NEW PLANNED DEVELOPMENT (\$1,500) ***

2 ENTER NUMBER OF WAIVERS and/or VARIATIONS REQUESTED (\$500 ea.) **

☐ **MAJOR CHANGE TO AN EXISTING PLANNED DEVELOPMENT (\$1,500) ***

☐ **MINOR CHANGE TO AN APPROVED/EXISTING PLANNED DEVELOPMENT (\$750) ***

____ ENTER NUMBER OF WAIVERS and/or VARIATIONS REQUESTED (\$500 ea.) **

☒ **INITIAL ESCROW DEPOSIT (\$500)** Submit Separate Check – Additional Funds may be required - Recoverable expenses will be drawn from the account and No interest shall be paid on account.

PUBLIC HEARING SIGNS (each lot frontage) 2 Enter Number of Street Frontages/Per Parcel/ Address

(NOTE: Attached additional sheet/s with information if more room is needed below)

LOCATION OF

SUBJECT PROPERTY 1180 Harger Road PERMANENT PARCEL NO/s. 06-23-302-004

LEGAL ADDRESS/S 1180 Harger Road, Oak Brook, IL 60523 **ZONING DISTRICT** B-2

PROPERTY INTEREST OF APPLICANT: OWNER ☐ CONTRACT PURCHASER¹ ☒ AGENT¹ ☐

OWNER(S) OF RECORD Franklin 1900 Spring Road Lot 1, LLC **PHONE** 630-574-5133

ADDRESS 1900 Spring Road, Suite 100 **CITY** Oak Brook **STATE** IL **ZIP** 60523

Owner Contact E-mail Address/s RWarner@franklinpartners.net

NAME OF APPLICANT¹ (and Billing Information) Kids Urgent Care Ltd. **PHONE** 847-529-3531

ADDRESS c/o Luigi Randazzo, 1303 Ogden Avenue **CITY** Downers Grove **STATE** IL **ZIP** 60515

Applicant Contact E-mail Address/s luigi@rweplanningdesign.com

I (we) certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge and belief. I (we) give permission to the Village to install public hearing signs 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 all recoverable costs within 30 days of billing

	<u>06/11/24</u>	<u>Luigi Randazzo</u>	<u>06/04/24</u>
Signature of Owner	Date	Signature of Applicant ¹	Date
Print Name and Email <u>Raymond A. Warner RWarner@franklinpartners.net</u>		Print Name and Email <u>Luigi Randazzo Luigi@rweplanningdesign.com</u>	

¹If the applicant/Agent is not the owner of record, a written statement authorizing approval of the proposed planned development application is required from the property owner in addition to their signature above and supporting documents.

* Note: Plus all applicable third party costs and recoverable expenses.

** List each waiver or variation on a separate sheet with applicable fees calculated.

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

Date Application Filed 6/6/24 Fee Paid \$ 2500.00 Escrow Paid \$ 500.00 Receipt No. 743345 Received By CC

Preliminary Board of Trustees Review 4/23/24 Prefiling Review Conference with Staff 5/16/24 Resident Meeting Required/Date NA

Application Distributed to Depts: 7/19/24 Notice Published 7/17/24 Newspaper Daily Herald Adj. Property Owners Notified 7/17/24

Planning & Zoning Commission 8/7/24

Board of Trustees 9/10/24

Board of Trustees 9/24/24
(Approval of Ordinance)

PD Application Form Sec.13-15-4 Rev 2024
06-03-24

OWNER'S AUTHORIZATION LETTER

The undersigned, Raymond A. Warner, authorized signatory for Franklin 1900 Spring Road Lot 1, LLC ("Franklin – Lot 1") hereby certifies that Franklin – Lot 1 is the owner of the above-described Subject Property and that Franklin – Lot 1 has authorized the processing and approval of the request(s) referenced in this Application for Planned Development ("Application") to be submitted to the Village of Oak Brook.

The undersigned provides this authorization solely as owner of the real estate that is the subject of the Application, and for the limited purposes of consenting to the Application. Franklin – Lot 1 makes no representation as the Application's conformance with applicable ordinances.

FRANKLIN 1900 SPRING ROAD LOT 1, LLC

BY:



Raymond A. Warner, Authorized Signatory

06/06/24

Date

06-03-24

13-15-5: PROCEDURES:

The following procedures are required to assure the orderly review of every planned development application in a timely and equitable manner:

A. Preliminary Board Review:

1. A prospective applicant, prior to meeting with village staff for a formal prefilling review, shall appear before the corporate authorities for a preliminary board review. At a minimum, the applicant shall provide the following materials to the corporate authorities for its preliminary review: a) a preliminary concept plan of the development, and b) a brief narrative describing the overall character, intensity, uses, and nature of the proposed planned development. Prior to submission to the corporate authorities, the development services director will review the materials to confirm that the materials provide sufficient information to adequately inform the corporate authorities of the nature and scope of the proposed planned development. If sufficient information is provided, the applicant shall coordinate with the village manager to be placed on a corporate authorities agenda and scheduled for the earliest appropriate corporate authorities meeting.
2. The purpose of the preliminary board review shall be to broadly acquaint the corporate authorities with the applicant's proposal and to provide the applicant with any preliminary views or concerns that members of the corporate authorities may have at a time in the process when positions are still flexible and adjustment is still possible and prior to the time when the applicant is required to expend the funds necessary to prepare the complete documentation required for a formal application.
3. At the meeting at which the preliminary board review is conducted, any member of the corporate authorities may make any comments, suggestions or recommendations regarding the preliminary development concept plan deemed necessary or appropriate by that member; provided, however, that no final or binding action shall be taken with respect to any preliminary application. Any views expressed in the course of the corporate authorities' review of any preliminary development concept plan shall be deemed to be only preliminary and advisory and only the individual views of the member expressing them. Nothing said or done in the course of such review shall be deemed to create, or to prejudice, any rights of the applicant or to obligate the corporate authorities, or any member of it, to approve or deny any formal application following full consideration as required by this chapter.

COMPLETED DATE: April 23, 2024

B. Prefiling Review And Transmittal Of Application:

1. Conference:
 - a. Following the preliminary board review, a prospective applicant, prior to submitting a formal application for a planned development, shall meet for a prefilling review conference with the village manager, the development services director, and any other village official or employee designated by the village manager. The purpose of the conference is to assist the applicant in understanding the commercial areas revitalization master plan, the requirements of this chapter, the zoning regulations,

the site development allowances, the standards by which the application will be evaluated, and the application requirements.

- b. After reviewing the planned development process, the applicant may request a waiver of any application requirement which in the applicant's judgment should not apply to the proposed planned development. The justification for a waiver must be that the application requirement should not apply because it does not relate and is not necessary given the nature and scope of the proposed planned development. All requests for application waivers shall be made in writing to the community development director prior to the submission of the formal application documents.
 - c. All requests for waiver shall be reviewed by the development services director, who will make a final determination regarding the waiver within fifteen (15) working days of receipt of the request.
 - d. If deemed appropriate by the development services director, the applicant, prior to submitting a formal application for a planned development, will schedule a public meeting to discuss the proposed planned development and the nature and extent of impact, if any, on area residents. If a meeting is required, the applicant shall send a written notice of the meeting via certified mail to all taxpayers of record and residents for all property within five hundred feet (500') of the proposed planned development. The notice shall be mailed not more than thirty (30) nor less than fifteen (15) days prior to the date of the meeting. A copy of the notice and mailing list shall be provided to the development services director. A written summary of comments made at the meeting shall be maintained and submitted by the applicant with the application.
2. Filing Of Application: Following the completion of the prefiling review conference, the applicant shall file an application for a planned development in accordance with this chapter. The development services director shall deliver copies of the application to other appropriate village departments for review and comment.
3. Deficiencies: The development services director shall determine whether the application is complete. If the development services director determines that the application is not complete, then the development services director shall notify the applicant in writing of the deficiencies and shall take no further steps to process the application until the deficiencies are remedied.
4. Report On Compliance: A copy of the complete application and a written report incorporating the comments of village staff and other agencies regarding the compliance of the proposed planned development with the requirements and standards of this chapter shall be delivered to the planned development commission prior to the public hearing required by subsection C of this section.
5. Determination Not Binding: Neither the development services director's determination that an application is complete nor any comment made by the development services director or village staff at a prefiling review conference or as part of the review process shall be intended or construed as a formal or informal recommendation for or against the approval of a proposed planned development, or any component part thereof, nor shall they be intended or construed as a binding decision of the village, the planned development commission, or village staff.

COMPLETED DATE: May 16, 2024

C. Review And Action By The Planning & Zoning Commission:

1. Upon receiving the report from the development services director, the planning & Zoning commission shall hold a public hearing on the proposed planned development.
2. Notice of the required public hearing shall be published by the village, at the applicant's expense, not more than thirty (30) nor less than fifteen (15) days before the scheduled hearing in a newspaper of general circulation in the village and shall contain the following information:
 - a. The identification number designation of the application;
 - b. The date and time of the public hearing;
 - c. The location of the public hearing; and
 - d. The general location of the property, the legal description of the property and its street address, if applicable, and a short description of the proposed planned development and purpose of the public hearing.
3. Notice of the required public hearing shall also be provided by the village, at the applicant's expense, by posting a sign or signs on the property not more than thirty (30) days nor less than fifteen (15) days prior to the public hearing. The sign shall be weatherproof and contain the information as is required in subsection C2 of this section. Failure to post the sign(s) and/or the inadvertent removal or knocking down (by the village or others) of the sign after posting but before the public hearing shall not invalidate, impair, or otherwise affect any planned development subsequently granted following the public hearing, nor shall it require a postponement of the public hearing.
4. Notice of the required public hearing shall also be provided by the applicant by certified U.S. mail, return receipt requested, to the taxpayers of record and owners of record of the property which is the subject of the application (if different than the applicant), and the taxpayers of record and residents of all property within five hundred feet (500') of the subject property. The notice shall contain the information as is required in subsection C2 of this section and shall be mailed not more than thirty (30) nor less than fifteen (15) days prior to the date of the public hearing. The notice shall also include the name and address and phone number of the applicant for the planned development.
5. The transcript of testimony, if any, the commission's minutes, all applications, requests, exhibits, and papers filed in the proceeding before the commission, and the decision and report, or reports, of the commission shall constitute the record for that particular application.
6. The planning & Zoning commission shall review the application, the standards and requirements established by this chapter, the report of the community development director, and any oral and written comments and testimony received by the planning & Zoning commission before and at the public hearing. The planning & Zoning commission shall recommend approval, approval with conditions, or disapproval of the proposed planned development.
7. Every recommendation of the commission upon any application filed pursuant to this chapter shall be by a written resolution and shall include such findings of fact and conclusions as the commission shall deem necessary. The resolutions shall generally refer to the evidence in the record and to the exhibits, plans, or specifications upon which the recommendation is based. The resolution shall generally specify the reason or reasons for the recommendation and shall contain a conclusion or statement separate from the findings setting forth the recommendation of the commission. Every

resolution shall expressly set forth any limitations or conditions recommended by the commission. In order to make a recommendation to approve (with or without conditions) or a recommendation to deny a proposed planned development or an amendment to an existing planned development, the affirmative vote of a majority of all members of the commission then holding office shall be required.

D. Review And Action By The Corporate Authorities:

1. Within sixty (60) days of receipt of the report and recommendation of the planning & Zoning commission, and without further public hearing, the corporate authorities shall, at a minimum, commence consideration of the proposed planned development. The corporate authorities will attempt to conclude its consideration and render a final decision as soon as possible within that sixty (60) day time period, but may extend its consideration as necessary to allow a full and complete review and consideration of the proposed planned development. Following its consideration, the corporate authorities shall: a) deny the application; b) refer the application back to the planned development commission for further review and, if necessary, additional public hearings; c) postpone further consideration pending the submittal of additional information, including any application requirement previously waived but deemed necessary by the village for its consideration; or d) adopt an ordinance approving the planned development.
2. Any action taken by the corporate authorities pursuant to subsection D1 of this section shall require the concurrence of a majority of the corporate authorities; provided, however, that any proposed planned development that does not receive a recommendation of approval (with or without conditions) from the planned development commission shall not be approved by the corporate authorities except by the affirmative vote of two-thirds ($\frac{2}{3}$) of the corporate authorities.
3. In approving a planned development, the corporate authorities may attach such conditions to the approval as it deems necessary to have the proposed use or combination of uses meet the standards set forth in this chapter and to prevent or minimize adverse effects on other property in the immediate vicinity. The conditions may include, but are not limited to: impact donations and other related fees or property or monetary contributions; limitations on size, bulk, location, and setbacks; requirements for landscaping, signage, and outdoor lighting; provisions for adequate ingress and egress; hours of operation; and such other conditions as the corporate authorities may deem necessary in furtherance of the objectives of this chapter.

E. Exemptions: At the election of the applicant, the planned development provisions of this chapter shall not apply to an existing development or a proposed development project that satisfies all of

the underlying zoning regulations applicable to the property. In such case, the proposed development will be subject to the processes of the village that are applicable to any new construction project. (Ord. G-890, 7-14-2009; Ord. G-904, 11-10-2009)



FRED BUCHOLZ

DUPAGE COUNTY RECORDER

AUG. 07, 2018

RHSP

12:58 PM

DEED

\$40.00 06-23-302-003

003 PAGES R2018-073499

**PREPARED BY & WHEN
RECORDED RETURN TO:**

Tal Izraeli, Esq.
Levenfeld Pearlstein, LLC
2 North LaSalle Street
Suite 1300
Chicago, Illinois 60602

SEND FUTURE TAX BILLS TO:

Franklin 1900 Spring Road Lot 1, LLC
1900 Spring Road, Suite 420
Oak Brook, Illinois 60523

(Above Space for Recorder's use only)

SPECIAL WARRANTY DEED

On this 1st day of August, 2018, FRANKLIN 1900 SPRING ROAD, LLC, an Illinois limited liability company ("**GRANTOR**") whose address is 1900 Spring Road, Suite 420, Oak Brook, Illinois 60523, for and in consideration of TEN AND 00/100 DOLLARS, and other good and valuable consideration in hand paid, CONVEYS and TRANSFERS to FRANKLIN 1900 SPRING ROAD LOT 1, LLC, whose address is 1900 Spring Road, Suite 420, Oak Brook, Illinois 60523, all interest in the real estate legally described as follows, to wit:

LOT 1 IN THE FINAL PLAT OF FRANKLIN SUBDIVISION PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS ACCORDING TO THE SAID PLAT OF FRANKLIN SUBDIVISION RECORDED APRIL 27, 2018 AS DOCUMENT R2018-036669.

PART OF PIN: 06-23-302-003-0000

The Grantor will warrant and defend the real estate described above against all persons lawfully claiming by, through or under Grantor, subject however to the matters set forth on **Exhibit A**.

This is not homestead property.

[Signatures begin on next page]

I hereby declare that the attached represents a transaction exempt under the provisions of 35 ILCS 200/31-45 (E), Real Estate Transfer Tax Act.

Dated: August 1, 2018

Erik S. Blaz
Grantor or Representative

IN WITNESS WHEREOF, Grantor has executed this Deed as of the date first set forth above.

GRANTOR:

FRANKLIN 1900 SPRING ROAD, LLC,
an Illinois limited liability company

By: [Signature]
Raymond Warner, Authorized Signatory

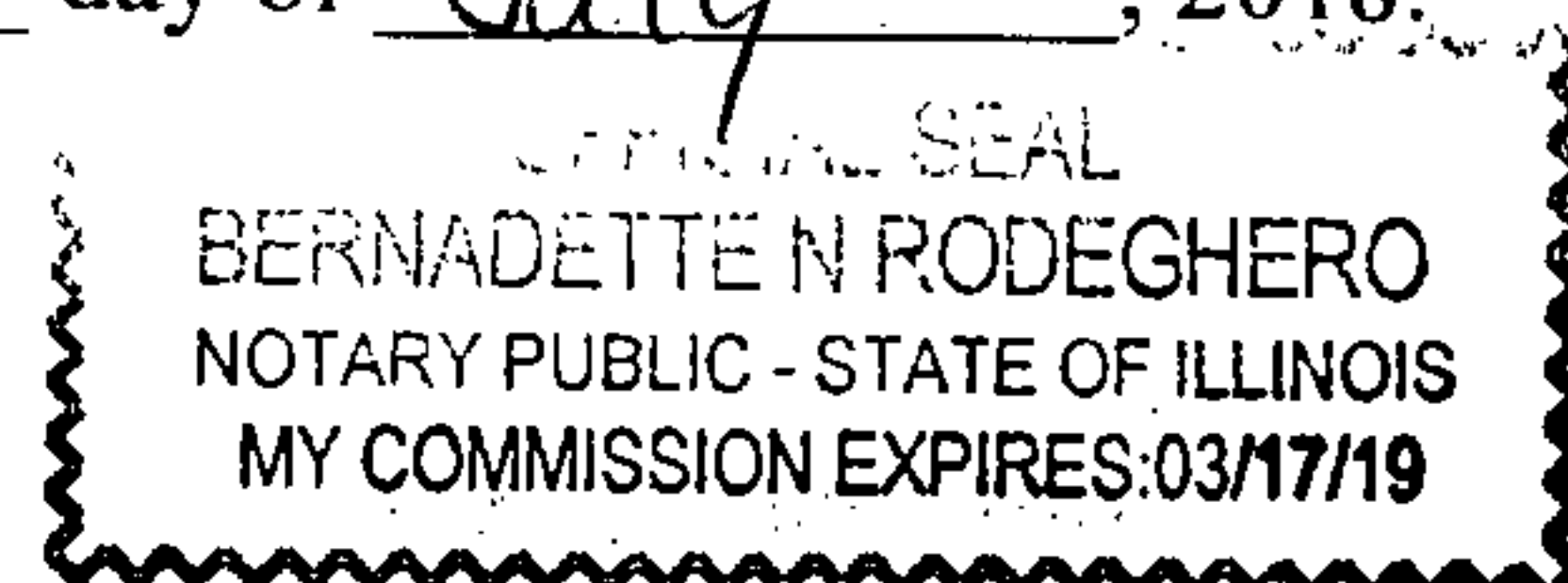
STATE OF ILLINOIS)
COUNTY OF DuPage) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Raymond Warner, the Authorized Signatory of FRANKLIN 1900 SPRING ROAD, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 30 day of July, 2018.

Bernadette N. Rodeghero
Notary Public

My Commission Expires: 3/17/19



(Seal)

EXHIBIT A

EXCEPTIONS TO TITLE

1. REAL ESTATE TAXES NOT YET DUE OR PAYABLE.
2. EXISTING UNRECORDED LEASES.
3. ALL EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND OTHER MATTERS OF RECORD.
4. ALL MATTERS THAT ARE OR WOULD BE SHOWN ON AN ACCURATE PLAT OF SURVEY OF THE REAL ESTATE CONVEYED PURSUANT TO THIS DEED.

MAKE CHECK PAYABLE TO: DU PAGE COLLECTOR - SEND THIS COUPON WITH YOUR 1ST INSTALLMENT PAYMENT OF 2023 Tax

MAIL PAYMENT TO: P.O. BOX 4203, CAROL STREAM, IL 60197-4203
PAY ON-LINE AT: www.dupagecounty.gov/treasurer
SEE REVERSE SIDE FOR ADDITIONAL INFORMATION



06-23-302-004
FRANKLIN 1900 SPRING RD
1900 SPRING RD
UNIT 100
OAK BROOK IL 60523-1478

1

ON OR BEFORE:	PAY:
JUN 03, 2024	0.00
PAYING LATE?	PAY THIS AMOUNT:
JUN 4 THRU 30	0.00
JUL 1 THRU 31	0.00
AUG 1 THRU 31	0.00
SEP 1 THRU 30	0.00
OCT 1 THRU 31	0.00
NOV 1 THRU 20	0.00

U.S. POSTMARK IS USED TO DETERMINE LATE PENALTY.

PAYMENT OF THIS 2023 TAX BILL AFTER OCTOBER 31, 2024, REQUIRES A CASHIER'S CHECK, CASH OR MONEY ORDER.

☐ CHECK BOX AND COMPLETE CHANGE OF ADDRESS ON BACK.

\$2,732.91 PAID June 03, 2024

1062330200466055000027329151

MAKE CHECK PAYABLE TO: DU PAGE COLLECTOR - SEND THIS COUPON WITH YOUR 2ND INSTALLMENT PAYMENT OF 2023 Tax

MAIL PAYMENT TO: P.O. BOX 4203, CAROL STREAM, IL 60197-4203
PAY ON-LINE AT: www.dupagecounty.gov/treasurer
SEE REVERSE SIDE FOR ADDITIONAL INFORMATION



06-23-302-004
FRANKLIN 1900 SPRING RD
1900 SPRING RD
UNIT 100
OAK BROOK IL 60523-1478

2

ON OR BEFORE:	PAY:
SEP 03, 2024	2,732.91
PAYING LATE?	PAY THIS AMOUNT:
SEP 4 THRU 30	2,773.90
OCT 1 THRU 31	2,814.90
* NOV 1 THRU 20	2,865.89

*INCLUDES \$10 COST: SEE BACK OF BILL FOR EXPLANATION

U.S. POSTMARK IS USED TO DETERMINE LATE PENALTY.

PAYMENT OF THIS 2023 TAX BILL AFTER OCTOBER 31, 2024, REQUIRES A CASHIER'S CHECK, CASH OR MONEY ORDER.

☐ CHECK BOX AND COMPLETE CHANGE OF ADDRESS ON BACK.

NO PAYMENT WILL BE ACCEPTED AFTER NOV 20, 2024

2062330200466055000027329152

Rate 2022	Tax 2022	Taxing District	Rate 2023	Tax 2023
		** COUNTY **		
0.0828	115.74	COUNTY OF DU PAGE	0.0899	111.62
0.0189	26.42	PENSION FUND	0.0180	22.34
0.0300	41.94	HEALTH DEPARTMENT	0.0291	36.12
0.0111	15.50	PENSION FUND	0.0103	12.78
0.1055	147.48	FOREST PRESERVE DIST	0.1001	124.26
0.0075	10.48	PENSION FUND	0.0075	9.32
0.0139	19.44	DU PAGE AIRPORT AUTH	0.0132	16.40
		** LOCAL **		
NO LEVY	0.00	DU PAGE WATER COMM	NO LEVY	0.00
0.0411	57.46	YORK TOWNSHIP	0.0426	52.88
0.0048	6.70	PENSION FUND	0.0047	5.84
0.0432	60.40	YORK TWP ROAD	0.0449	55.74
0.0017	2.38	PENSION FUND	0.0014	1.74
NO LEVY	0.00	VLG OF OAK BROOK	NO LEVY	0.00
0.2928	409.30	OAK BROOK PARK DIST	0.3085	383.02
0.0153	21.38	PENSION FUND	0.0180	22.34
NO LEVY	0.00	FLAGG CRK WATER REC	NO LEVY	0.00
		** EDUCATION **		
1.3353	1,866.62	GRADE SCHOOL DIST 48	1.4190	1,761.68
0.0190	26.56	PENSION FUND	0.0201	24.96
1.9965	2,790.90	HIGH SCHOOL DIST 88	2.0254	2,514.54
0.0577	80.66	PENSION FUND	0.0592	73.50
0.1946	272.04	COLLEGE DU PAGE 502	0.1907	236.74
		** TIF **		

Mailed to:
FRANKLIN 1900 SPRING RD
1900 SPRING RD
UNIT 100
OAK BROOK IL 60523-1478

Property Location:
1180 HARGER RD
OAK BROOK IL 60523

Township Assessor:
YORK
630-627-3354

Tax Code:
6055

Property Index Number:
06-23-302-004

TIF Frozen Value	
Fair Cash Value	372,500
Land Value	124,150
+ Building Value	
= Assessed Value	124,150 *
x State Multiplier	1.0000
- Equalized Value	124,150
- Residential Exemption	
- Senior Exemption	
- Senior Freeze	
- Disabled Veteran	
- Disability Exemption	
- Returning Veteran Exemption	
- Home Improvement Exemption	
- House Abatement	
= Net Taxable Value	124,150
x Tax Rate	4.4026
= Total Tax Due	5,465.82
- Less Advance Payment	
- Commercial Abatement	
+ PACE Reimbursement	
= Net Due	2,732.91

CHANGE OF NAME/ADDRESS:
CALL: 630-407-5900

* S OF A FACTOR 1.0000

1st INST PAID June 03, 2024
2nd INST DUE ON September 03, 2024



2023 DuPage County Real Estate Tax Bill
Gwen Henry, CPA, County Collector
421 N, County Farm Road
Wheaton, IL 60187

Office Hours - 8:00 am - 4:30 pm, Mon - Fri
Telephone = (630) 407-5900

4.2717 5,971.40 TOTALS 4.4026 5,465.82

2022 139,790 Assessed Value 2023 124,150

CHANGE OF NAME AND/OR MAILING ADDRESS - CHECK BOX ON FRONT OF COUPON

Property Index Number

Name

Mailing Address

City

State

Zip

Area Code and Phone Number

I certify that I am the owner and authorize the above name and/or address change.

Signature

Date

Print Name

CHANGE OF NAME AND/OR MAILING ADDRESS - CHECK BOX ON FRONT OF COUPON

Property Index Number

Name

Mailing Address

City

State

Zip

Area Code and Phone Number

I certify that I am the owner and authorize the above name and/or address change.

Signature

Date

Print Name

HELPFUL INFORMATION**Failure to receive a bill does not relieve the taxpayer of penalty if payment is late.**

This is the only bill you will receive. This bill includes a separate payment coupon for each installment.

All checks are electronically deposited upon receipt, regardless of date on check. Funds must be in U.S. dollars.

Payments returned to us by your bank as unpaid will be subject to a \$25.00 return item fee plus applicable penalties.

Personal checks received after 10/31/24 will be returned.

No payment will be accepted after 11/20/24 regardless of postmark.

CONVENIENT WAYS TO PAY**Banks:** Thru 09/03/24 (see website for participating banks)**Mail Thru 09/30/2024:**

DuPage County Collector, P.O. Box 4203, Carol Stream, IL 60197

Mail After 09/30/2024:

DuPage County Collector, 421 N. County Farm Rd, Wheaton, IL 60187

Online: Thru 10/31/24 using Bank account transfer or with Visa, Mastercard or Discover.

- 2.10% Credit Card convenience fee to service provider

Drop Box: Thru 11/01/24 by 8:00 am

South Parking Lot, 421 N. County Farm Rd, Wheaton

Phone: Thru 11/19/24 (855)795-3091 (Credit Cards with 2.10% fee)**In Person:** Thru 4:30pm on 11/20/24

Treasurer's Office, 421 N. County Farm Rd, Wheaton

IMPORTANT DATES

06/03/24 1st installment due date

09/03/24 2nd installment due date

10/04/24 Payment deadline to avoid publication

10/22/24 Certified delinquent bills mailed

10/31/24 Last day to pay online

11/01/24 Certified funds required for payment

11/01/24 \$10 newspaper publication fee assessment begins

11/20/24 In-office payment deadline 4:30pm

11/21/24 Tax Sale

***EQUALIZATION FACTORS**

Equalization factors imposed by the State and by DuPage County are used to insure that assessment levels in all nine townships are at the statutory level of assessment of 33.33% of fair cash value. The Illinois Department of Revenue equalization factor (state multiplier) is shown on the front of the bill. The DuPage County Supervisor of Assessments (S of A) equalization factor is also shown on the front of this tax bill*.

SENIOR CITIZEN PROGRAMS - 65 and older

SENIOR ASSESSMENT FREEZE and SENIOR EXEMPTION

Contact Supervisor of Assessments 630-407-5858

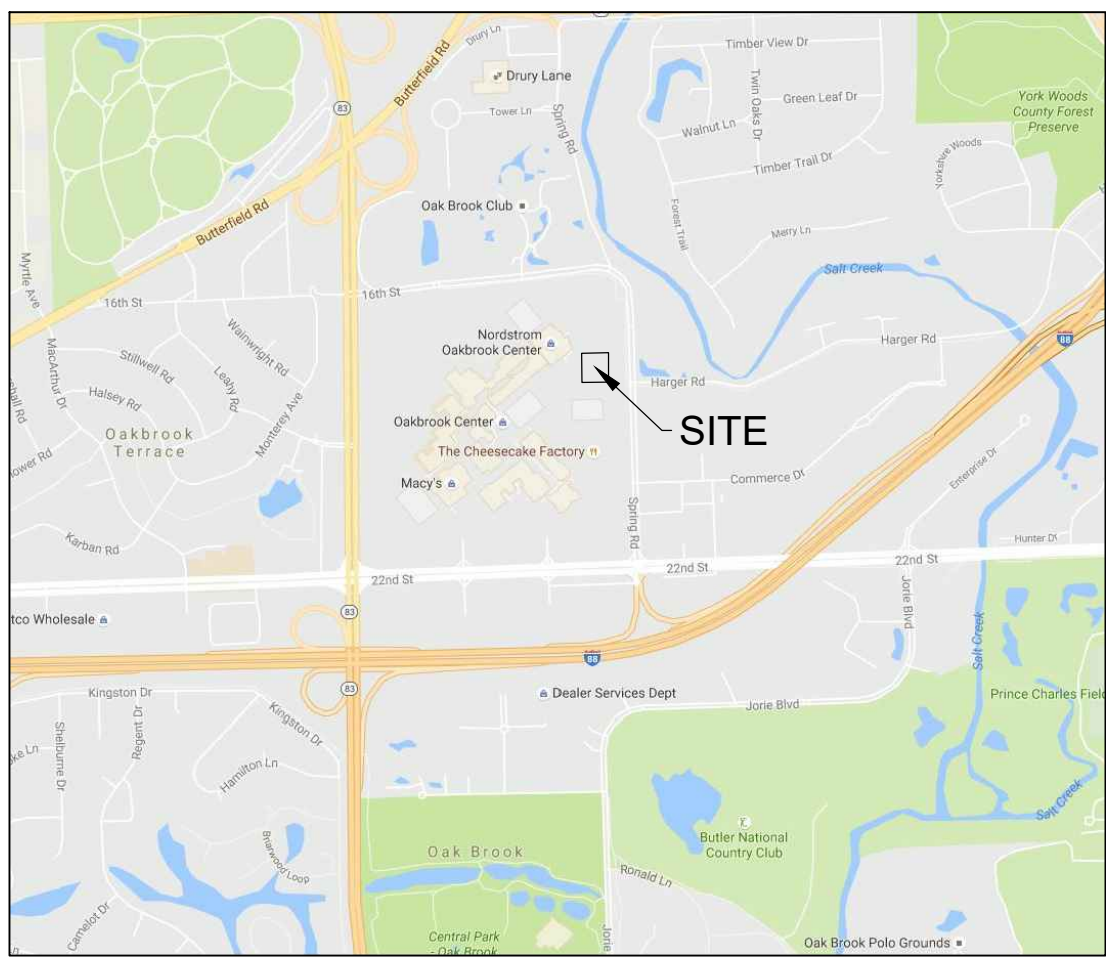
SENIOR CITIZEN DEFERRAL

Contact County Treasurer 630-407-5900

After September 30, 2024: Mail payment to the DuPage County Collector, 421 N. County Farm Rd., Wheaton, IL 60187

DuPage County Treasurer's website: www.dupagecounty.gov/elected_officials/treasurer

ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY
FOR
KIDS URGENT CARE
OAK BROOK, IL

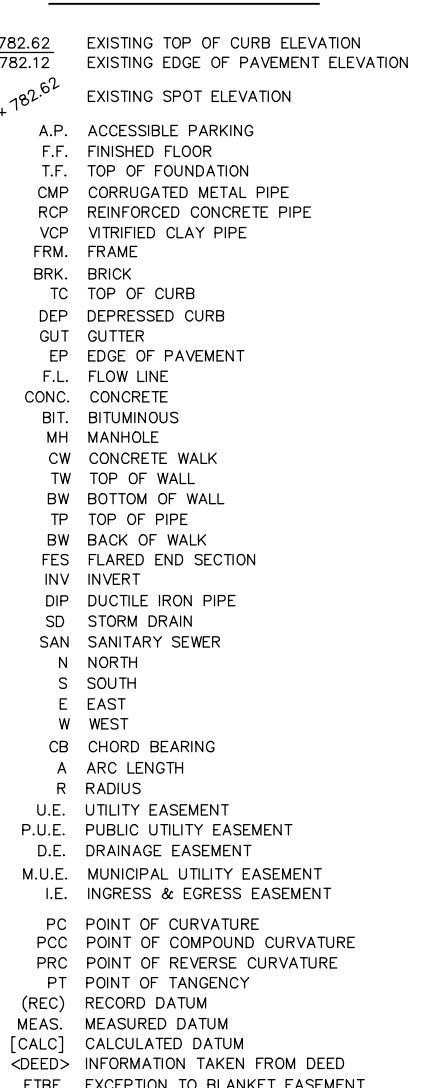


VICINITY MAP
NOT TO SCALE

LEGEND



ABBREVIATIONS



FLOOD HAZARD NOTE

THIS PROPERTY IS IN: AREAS OF MINIMAL FLOOD HAZARD (ZONE X, UNSHADED), AREAS OF 0.2% ANNUAL CHANCE FLOOD HAZARD (ZONE X, SHADED), AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP OF DUPAGE COUNTY, ILLINOIS (COMMUNITY PANEL NO. 17043C0177J) EFFECTIVE DATE AUGUST 1, 2019.

PARCEL 1:
LOT 1 IN THE FINAL PLAT OF FRANKLIN SUBDIVISION, BEING A RESUBDIVISION OF LOT 1 IN FIRST FEDERAL RESUBDIVISION OF LOTS 1 AND 2 IN OAKBROOK HOTEL CO.'S RESUBDIVISION IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 27, 2018 AS DOCUMENT NO. R2018-036669, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:
NON-EXCLUSIVE RECIPROCAL EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR REASONABLE ACCESS, INGRESS AND EGRESS FOR THE PASSAGE OF MOTOR VEHICLES AND PEDESTRIANS, OVER ALL PAVED DRIVEWAYS, ROADWAYS AND WALKWAYS AS PRESENTLY OR HEREAFTER CONSTRUCTED AND CONSTITUTING A PART OF THE COMMON AREA, AND FOR THE PARKING OF VEHICLES IN THE PARKING AREAS DESIGNATED AS PART OF THE COMMON AREAS OF THE LOTS, AS SUCH PARKING AREAS ARE INDICATED ON THE SITE PLANE AND AS THE SAME MAY BE MODIFIED OR REMOVED FROM TIME TO TIME BY THE OWNER OF THE LOT, AS MORE FULLY SET FORTH IN THE RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS, DATED DECEMBER 3, 2018 AND RECORDED DECEMBER 11, 2018 AS DOCUMENT NO. R2018-113679 BY AND AMONG FRANKLIN 1900 SPRING ROAD, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, FRANKLIN 1900 SPRING ROAD LOT 2, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND FRANKLIN 1900 SPRING ROAD LOT 1, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, EXCEPTING THEREFROM THAT PORTION FALLING WITHIN PARCEL 1.

GRAPHIC SCALE
1" = 10'

BASIS OF BEARINGS
ASSUMED THE NORTH LINE OF LOT 3 IN FRANKLIN SUBDIVISION PLAT TO BE N 85°10'26" E

PARKING STALLS
STANDARD PARKING STALLS=15
ACCESSIBLE PARKING STALLS=02
TOTAL PARKING STALLS=17

AREA
19,694 SQ. FT. 0.4521 ACRES



NOTES FROM SCHEDULE B PART II

EXCEPTIONS		NOTE
22	RECIPROCAL EASEMENT, CCR, DOC. R2018-113679	(d)
24	NIGAS EASEMENT; DOC.R72-73425	(a)
25	NIGAS EASEMENT; DOC.R62-43135	(e)
26	UTILITY & BIKEWAY EASEMENT; DOC.R76-76190	(e)
27	UTILITY & BIKEWAY EASEMENT; DOC.R76-76190	(e)
28	PUBLIC UTILITY & DRAINAGE EASE; DOC.R76-76190	(e)
29	PUBLIC UTILITY & DRAINAGE EASE; DOC.R76-76190	(a)
37	SETBACKS; DOC.R2018-036669	(a)
38	EASEMENTS; DOC.R2018-036669	(a)
41	RECIPROCAL EASEMENT, CCR, DOC. R2018-113679	(d)

EXCEPTIONS NOT SHOWN ABOVE AFFECT THE PROPERTY BUT ARE NOT PLOTTABLE OR NOT A SURVEY MATTER

CLARIFICATION STATEMENTS
a. its location is shown;
b. its location cannot be determined from the record document;
c. there was no observed evidence at the time of the fieldwork;
d. it is a blanket easement;
e. it is not on, does not touch, and/or - based on the description contained in the record document - does not affect, the surveyed property;
f. it limits access to an otherwise abutting right of way;
g. the documents are illegible; or
h. the surveyor has information indicating that it may have been released or otherwise terminated

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)
TO: KIDS URGENT CARE, LTD. A DELAWARE CORPORATION
CHICAGO TITLE INSURANCE COMPANY
FRANKLIN 1900 SPRING ROAD, LOT 1, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

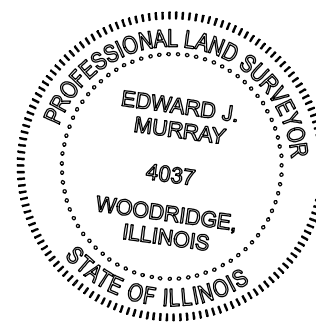
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 8, 9, 11(a), AND 20 OF TABLE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

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

THE FIELD WORK WAS COMPLETED ON MAY 14, 2024.

DATED THIS 22ND DAY OF MAY, A.D., 2024.

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



GENERAL NOTES

- COMPARE THIS PLAT, LEGAL DESCRIPTION AND ALL SURVEY POINTS AND MONUMENTS BEFORE ANY CONSTRUCTION, AND IMMEDIATELY REPORT ANY DISCREPANCIES TO SURVEYOR.
- DO NOT SCALE DIMENSIONS FROM THIS PLAT.
- THE LOCATION OF THE PROPERTY LINES SHOWN ON THE FACE OF THIS PLAT ARE BASED UPON THE DESCRIPTION AND INFORMATION FURNISHED BY THE CLIENT, TOGETHER WITH THE TITLE COMMITMENT. THE PARCEL WHICH IS DEFINED MAY NOT REFLECT ACTUAL OWNERSHIP, BUT REFLECTS WHAT WAS SURVEYED. FOR OWNERSHIP, CONSULT YOUR TITLE COMPANY.
- NO DRAIN TILES, IF ANY EXIST, SHOWN HEREON.
- THIS SURVEY MAY NOT REFLECT ALL UTILITIES OR IMPROVEMENTS IF SUCH ITEMS ARE HIDDEN BY LANDSCAPING OR ARE COVERED BY SUCH ITEMS AS DUMPSTERS, TRAILERS, CARS, DIRT, PAVING OR SNOW. AT THE TIME OF THIS SURVEY, SNOW DID NOT COVER THE SITE. LAWN SPRINKLER SYSTEMS, IF ANY, ARE NOT SHOWN ON THIS SURVEY.
- OTHER THAN VISIBLE OBSERVATIONS NOTED HEREON, THIS SURVEY MAKES NO STATEMENT REGARDING THE ACTUAL PRESENCE OR ABSENCE OF ANY SERVICE.
- CALL J.U.L.I.E. AT 1-800-892-0123 FOR FIELD LOCATION OF UNDERGROUND UTILITIES PRIOR TO ANY DIGGING OR CONSTRUCTION.
- PUBLIC AND/OR PRIVATE RECORDS HAVE NOT BEEN SEARCHED TO PROVIDE ADDITIONAL INFORMATION, OVERHEAD WIRES AND POLES (IF ANY EXIST) ARE SHOWN HEREON, HOWEVER THEIR FUNCTION AND DIMENSIONS HAVE NOT BEEN SHOWN.
- RESTRICTIONS THAT MAY BE FOUND IN LOCAL BUILDING AND/OR ZONING CODES HAVE NOT BEEN SHOWN. HEIGHTS AND BUILDING RESTRICTIONS (IF ANY) HAVE NOT BEEN SHOWN. ONLY THOSE SETBACK RESTRICTIONS SHOWN ON THE RECORDED SUBDIVISION PLAT OR IN THE TITLE COMMITMENT HAS BEEN SHOWN. THIS PROPERTY IS SUBJECT TO SETBACKS AS ESTABLISHED PURSUANT TO VILLAGE OF OAK BROOK ZONING ORDINANCES AS AMENDED.
- A CURRENT CHICAGO TITLE INSURANCE COMPANY, COMMITMENT FOR TITLE INSURANCE, COMMITMENT NUMBER CCH1402211LD, DATED MAY 10, 2024 AND PRINTED MAY 30, 2024 WAS PROVIDED FOR SURVEYOR'S USE AT THE TIME OF PREPARATION OF THIS SURVEY. SEE "NOTES FROM SCHEDULE B" SHOWN HEREON.
- ADDRESS SHOWN HEREON IS PER DUPAGE COUNTY PARCEL VIEWER GIS. (HTTPS://GIS.DUPAGECO.ORG/PARCELVIEWER/)

UTILITY ATLAS NOTES:

J.U.L.I.E. DESIGN STAGE REQUEST
DIG NUMBER X241352059
RECEIVED 05-14-2024
CONTACTS PROVIDED BY J.U.L.I.E. & LISTED BELOW WERE CONTACTED BY V3 VIA FAX, REQUESTING UTILITY ATLAS INFORMATION

CONTACTS

CONTACTS	RESPONSE
BP PIPELINES	RESPONDED "NOT INVOLVED"
ATT/TRANSMISSION	NO RESPONSE
ATT/DISTRIBUTION	NO RESPONSE
COMED	RESPONDED WITH ATLAS
COMCAST	NO RESPONSE
EVERSTREAM GLC HOLDINGS	NO RESPONSE
FLAGG CREEK WATER RECL DT	RESPONDED "ALL CLEAR"
WINDSTREAM KDL	RESPONDED "ALL CLEAR"
LEVEL3/LUMEN	RESPONDED WITH ATLAS
MCIVERIZON	RESPONDED WITH ATLAS
NICOR GAS	RESPONDED WITH ATLAS
NORTHERN LIGHTS LOCATING SVCS	NO RESPONSE
OAK BROOK VILLAGE OF	RESPONDED WITH ATLAS
ATT/IT-TCG	NO RESPONSE
USIC LOCATING SVCS	NO RESPONSE
VINAKOM COMMUNICATIONS	RESPONDED "ALL CLEAR"
VERIZON WIRELESS	NO RESPONSE
BUCKEYE PARTNERS	RESPONDED "ALL CLEAR"
WEST SHORE PIPE LINE	RESPONDED "ALL CLEAR"

BENCHMARK

SOURCE:
STATION DESIGNATION: EWT IL 83A
ELEVATION: 700.14 (PUBLISHED AND HELD)
DATUM: NAVD 88
DESCRIPTION: LOCATED AT THE JUNCTION OF INTERSTATE HIGHWAY 88 (TOLLWAY) AND STATE ROUTE 83 ON THE WEST SIDE OF THE HIGHWAY NEAR THE SOUTH END OF THE ROUTE 83 OVERPASS OF I-88, WHICH IS ABOUT 0.1 MI. SOUTH OF THE INTERSECTION OF ROUTE 83 AND 2ND STREET. STATION IS 137.1 FT WEST OF THE CENTER OF THE ROUTE 83 MEDIAN, 98.1 FT SOUTHWEST OF THE SOUTH END OF A GUARDRAIL ON THE WEST SIDE OF THE OVERPASS BRIDGE, 108.6 FT SOUTHWEST OF A LIGHT POLE AT THE SOUTHWEST CORNER OF THE OVERPASS BRIDGE, 78.8 FT NORTHWEST OF A LIGHT POLE WITH SIGN MOTOR VEHICLES ONLY AT EASTBOUND I-88 ON-RAMP, AND 2.6 FT EAST OF A FIBERGLASS WITNESS POST.

SITE:
STATION DESIGNATION: SBM#2
ESTABLISHED BY: V3 COMPANIES
DATE: 10-05-16
ELEVATION: 662.46 (MEASURED)
DATUM: NAVD 88
DESCRIPTION: SET CROSS IN CURB ALONG SOUTH SIDE OF HARGER ROAD, LOCATED 183' SOUTHWEST OF THE SOUTHEAST PROPERTY CORNER AND 73.8' SOUTHWEST OF THE SOUTHWEST PROPERTY CORNER.

STATION DESIGNATION: SBM#4
ESTABLISHED BY: V3 COMPANIES
DATE: 05-14-24
ELEVATION: 688.40 (MEASURED)
DATUM: NAVD 88
DESCRIPTION: NORTHEAST BOLT ON FIRE HYDRANT LOCATE 13.8' EAST OF DRIVE WAY AT NORTH END OF PROJECT SIDE.

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

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

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



Engineers
Scientists
Surveyors

7325 Janes Avenue, Suite 100
Woodridge, IL 60517
630.724.9200 voice
630.724.0384 fax
v3co.com

PREPARED FOR:
KIDS URGENT CARE, LTD.
290 W. LOOP ROAD
WHEATON, IL 60189

REVISIONS		
NO.	DATE	DESCRIPTION
1.	06/03/24	REVISED PER RECEIPT OF TITLE COMMITMENT

ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY

KIDS URGENT CARE - OAK BROOK, IL

DRAFTING COMPLETED:	05/15/2024	DRAWN BY:	ADS	PROJECT MANAGER:	RMW
FIELD WORK COMPLETED:	05/14/2024	CHECKED BY:	EJM	SCALE:	1" = 10'

Project No: 16255.KUC
Group No: VP03.1

SHEET NO.
1 of 1

LEGAL DESCRIPTION

Lot 1 in the Final Plat of Franklin Subdivision, being a resubdivision of Lot 1 in First Federal Resubdivision of Lots 1 and 2 in Oakbrook Hotel Co's Resubdivision in Section 23, Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded April 27, 2018 as Document No. R2018-036669, in DuPage County, Illinois.

Commonly known as 1180 Harger Road, Oak Brook, Illinois 60523

Permanent Index Number: 06-23-302-004

Subject Property Verification

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

1. Permanent Index Number (P.I.N. from Real Estate Tax Bill): 06 23 302 004
2. Common Address: 1180 Harger Road, Oak Brook, IL 60523
3. Type the Complete Legal Description below or attach a separate page with the legal

Note: Legal Description is to be emailed in Word format to: cchiarelli@oak-brook.org

Lot 1 in the Final Plat of Franklin Subdivision, being a resubdivision of Lot 1 in First Federal Resubdivision of Lots 1 and 2 in Oakbrook Hotel Co's Resubdivision in Section 23, Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded April 27, 2018 as Document No. R2018-036669, in DuPage County, Illinois.

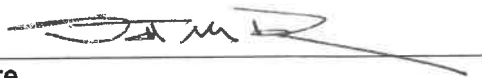
The Permanent Index Number, Common Address and Legal information provided has been verified as follows:

DuPage County Records/Research Room: (630-407-5401)
Confirmed with DuPage County Clerk (Revenue Dept.)

Contact Person
First Name Only: Andrew
Date called: May 30, 2024

I verify that the information provided above is accurate.

Scott M. Day
Printed Name


Signature

Date: May 30, 2024 Relationship to Applicant: Attorney for Owner

Page 140 of 537

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 500 feet in all directions from the perimeter of the subject property, excluding all streets and right-of-ways.

Said names and addresses are as they appear from the authentic tax records of the Township Assessor's Office 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 all costs/fees, publication costs, recording fees, and any other associated costs or fees as contained in Section 13-15-C within 30 days of billing.

RELEASE: By submitting the application and related information, applicant is aware that all information submitted is subject to FOIA rules (Freedom of Information Act).

1900 Spring Road Lot 1, LLC
Printed Name of Owner

Kids Urgent Care Ltd.
Printed Name of Applicant

Signature of Owner	Date
BY: Raymond A. Warner	

<u>Luigi Randazzo</u> Luigi Randazzo (Jun 4, 2024 05:27 CDT)	06/04/24
Signature of Applicant	Date
BY: Luigi Randazzo	

BILL TO INFORMATION:

Kids Urgent Care Ltd.
Print Name/Company

BY: Luigi Randazzo

Contact Person

847-529-3531

Contact Phone

1303 Ogden Avenue, Downers Grove, IL 60515
Address To be Billed

Luigi Randazzo Luigi@rweplanningdesign.com
Email Address

NOTE: If the applicant/owner has not complied with these requirements and as a result the notification has not been sent to a neighboring property owner within the 500-foot requirement less than 10 days prior to the scheduled hearing, the hearing on this matter will be postponed to the next regular meeting, or until such time as all neighbors within the 500-foot requirement have been sent proper notification.

NAMES OF SURROUNDING PROPERTY OWNERS

Following are the names and addresses of all surrounding property owners from the property in question for a distance of **at least 500 feet in all directions**. The number of feet occupied by all public roads, streets, alleys, and public ways have been **excluded** in computing the 500-foot requirement. Said names are as recorded in the office of the County Recorder of Deeds (or the Registrar of Titles of the County) and as they appear from the authentic tax records of this County (Township Assessor's Office) within 30 days of the filing of this application. Also provide a mailing label for each Property Owner listed.

113-

NAME OF PROPERTY OWNER	MAILING ADDRESS OF PROPERTY OWNER	PROPERTY ADDRESS	PARCEL NUMBER
See attached report and inventory prepared by Xpress Services			

(Attach additional sheets if necessary)



1200 Jorie Blvd, Suite 310, Oak Brook, IL 60523 312-637-4845

Tax Assessee Listing

Order Information

Order Number: 66737097-JMM

Customer Reference: Franklin/Pediatric

Date Prepared: 5/31/2024

DAY & ROBERT PC
300 E 5TH AVE
SUITE 365
NAPERVILLE, IL 60563
ATTENTION: KIM GUERRIERI

In accordance with the application, a search of the authentic computerized records of **DUPAGE** County, Illinois, as of the above cover date, pertaining to all property **500 FEET, EXCLUDING** streets and right of ways, in every direction of the location of the property in question assigned permanent tax number (s) (PINS):

06-23-302-004

By the appropriate office of DUPAGE County, Illinois, and reflected on the official tax maps, as most currently revised, excluding all public roads, streets, alleys and other public ways and find the following names and addresses of the assesses as appear from said records:

SEE ATTACHED LIST AND MAP FOR **12** SURROUNDING PINS

The information provided in this search is required in part by 65 ILCS5/11-3-7

Additional Notes

NONE

This is not a title insurance policy, guarantee, or opinion of title and should not be relied upon as such; See terms and conditions on application.

BELOW IS THE LIST OF PERMANENT INDEX NUMBER WITHIN 500 FEET OF THE SUBJECT PROPERTY EXCLUDING STREETS AND RIGHT OF WAYS:

06-23-300-030

06-23-300-047

06-23-300-049

06-23-300-052

06-23-300-053

06-23-300-054

06-23-300-055

06-23-302-005

06-23-302-007

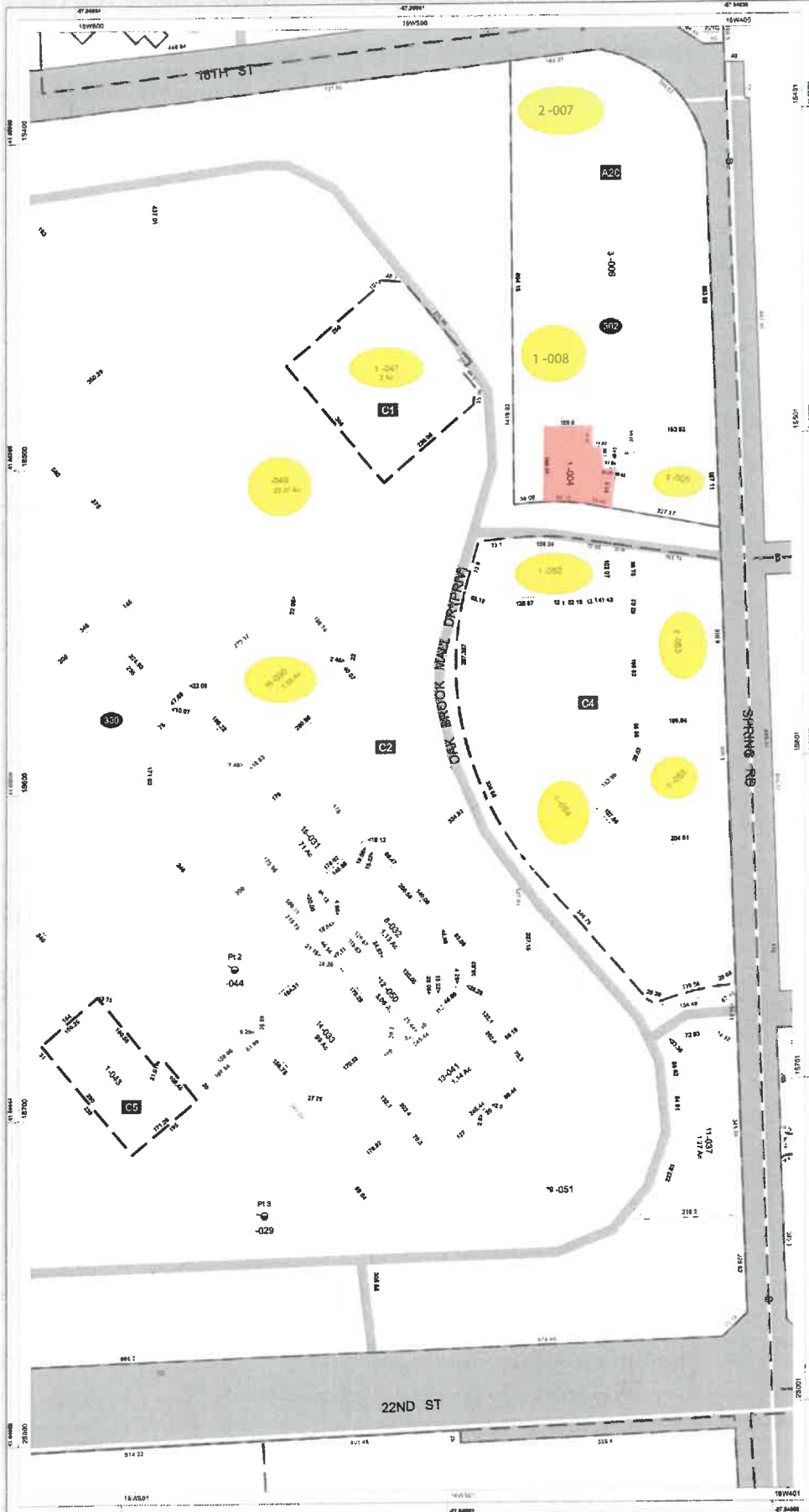
06-23-302-008

06-23-400-002

06-23-404-032

YORK (T39N-R11E) - SECTION 23 - SOUTHWEST QUARTER - EAST HALF
DU PAGE COUNTY, ILLINOIS 2020 REAL ESTATE TAX ASSESSMENT PARCELS

- A20 Franklin Sub
R2018-036669
- C1 Nordstrom Assmt Plat
R1995-042488
- C2 Co. Clerk, J.C. Bennett Sr.
Oakbrook Terr. A.P.
R1961-057605
- C4 Oakbrook Center East
R2012-083434
- C5 Lord & Taylor Assmt Plat
R1968-129443



Jean Kaczmarek 421 N. County Farm Rd.
Wheaton, IL 60187
DuPage County Clerk 630.407.5500

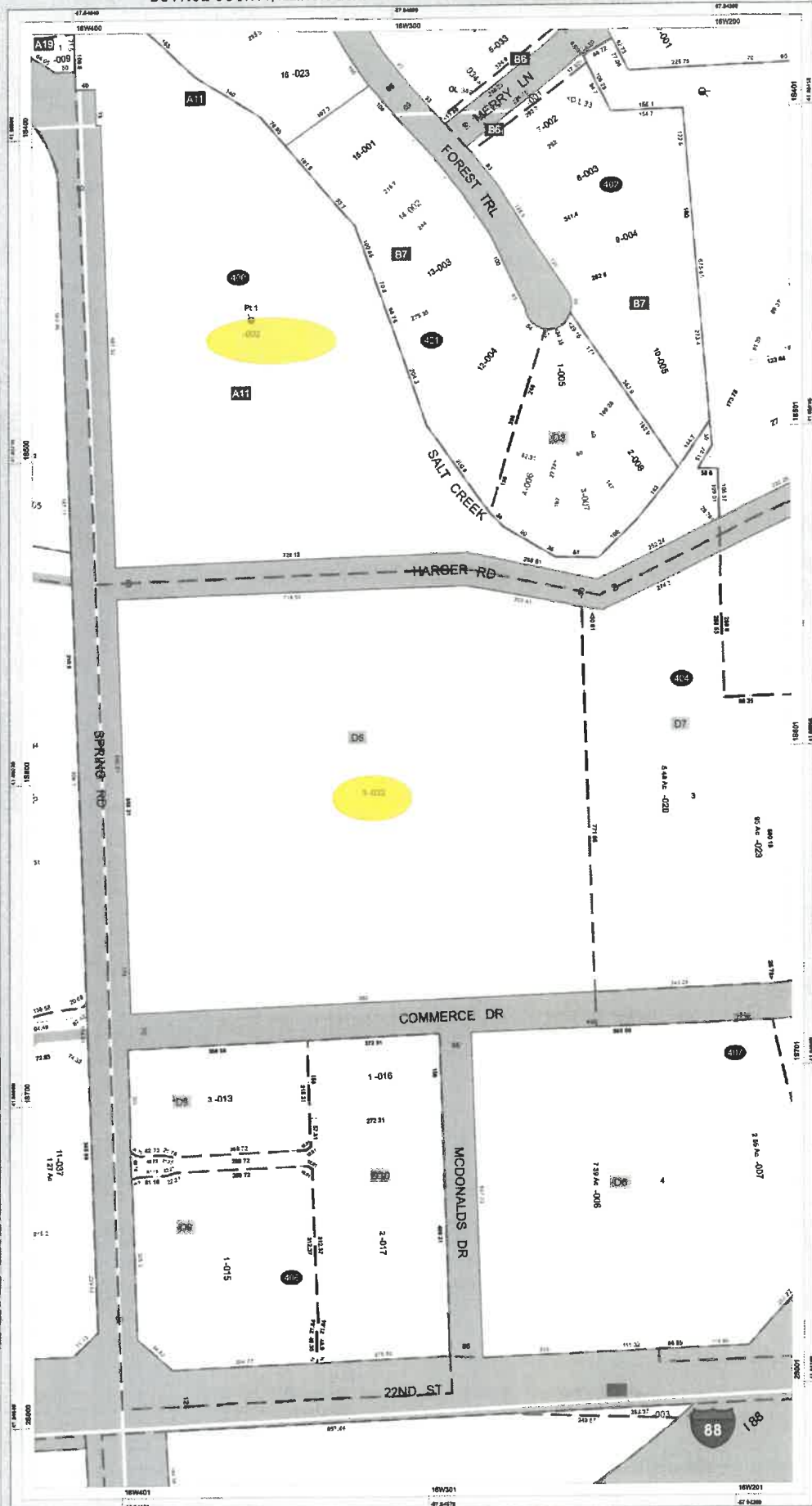
This map created for assessment purposes only. Refer to recorded
plats and deeds for legal descriptions and property dimensions.
Copyright 2020 - The County of DuPage, Illinois.



6-23C-W
6-23A-E
6-23C-E
6-26A-E

YORK (T39N-R11E) - SECTION 23 - SOUTHEAST QUARTER - WEST HALF
DU PAGE COUNTY, ILLINOIS 2020 REAL ESTATE TAX ASSESSMENT PARCELS

- A11 Oak Brook Hotel Co. Sub
R1984-097877
- A19 Elmhurst A.P. 5
R1969-020188
- B6 Merry Ln. Sub.
R1984-048791
- B7 Timber Trail Estates Annex
R1950-061507
- D3 Gruner's Div
R1955-027292
- D6 Oak Brook Development Co.'s
Comm. Plz. Sub. Unit 1
R1950-030335
- D7 Oak Brook Development Co.'s
Comm. Plz. Sub. Unit 3
R1950-014515
- D9 McDonald's Spring Rd. Resub.
3
R2009-111381
- D10 McDonald's Spring Rd. Resub.
4
R2018-071747



6-23B-W
6-23D-W
6-26B-W

Jean Kaczmarek 421 N. County Farm Rd.
Wheaton, IL 60187
DuPage County Clerk 630.407.5500

This map created for assessment purposes only. Refer to recorded
plats and deeds for legal descriptions and property dimensions.
Copyright 2020 - The County of DuPage, Illinois.

100 200 North
Scale in Feet

****SUBJECT PROPERTY**** 06-23-302-004 FRANKLIN 1900 SPRING RD 1900 SPRING RD UNIT 100 OAK BROOK IL 60523-1478	06-23-300-030 OAK BROOK SHOPPING CENTER PO BOX 101042 CHICAGO IL 60610-9909	06-23-300-047 NORDSTROM INC P O BOX 21045 SEATTLE WA 98101-2288
06-23-300-049 OAK BROOK SHOPPING CENTER PO BOX 101042 CHICAGO IL 60610-9909	06-23-300-052 LT PROPCO LLC PO BOX 101042 CHICAGO IL 60610-9909	06-23-300-053 OAKBROOK OFFICE PO BOX 101042 CHICAGO IL 60610-9909
06-23-300-054 OAK BROOK SHOPPING CENTER PO BOX 101042 CHICAGO IL 60610-9909	06-23-300-055 RBP OAK BROOK LLC 4100 REGENT ST UNIT G COLUMBUS OH 43219	06-23-302-005 BFC PROPERTIES 515 LYELL DR UNIT 100 MODESTO CA 95356
06-23-302-007 FRANKLIN 1900 SPRING RD 1900 SPRING RD UNIT 100 OAK BROOK IL 60523	06-23-302-008 FRANKLIN 1900 SPRING RD 1900 SPRING RD UNIT 100 OAK BROOK IL 60523	06-23-400-002 VINAYAKA HOSPITALITY OAKB 860 REMINGTON RD SCHAUMBURG IL 60173
06-23-404-032 COMMERCE PLAZA PROP LLC 401 N MICHIGAN UNIT 1300 CHICAGO IL 60611-4271		

AFFIDAVIT

July 17, 2024

VIA EMAIL ONLY

rvondrasek@oak-brook.org

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

RE: Franklin 1900 Spring Road Lot 1, LLC/Kids Urgent Care Ltd.
1180 Harger Road, Oak Brook, Illinois 60523
Case File No.: 2024-09-ZO-PD

Dear Ms. Von Drasek:

The undersigned, Scott M. Day, being first duly sworn under oath, deposes and states the following:

That the undersigned certifies they have complied with the requirements of Section 13-15-5 of the Oak Brook Zoning Ordinance, Title 13 of the Village Code of Village of Oak Brook, by serving written notice, by USPS certified mail, return receipt requested (i) to the taxpayers of record, applicant and owner of record of the property commonly known as 1180 Harger Road, Oak Brook, Illinois 60523 (the "Property"), which is the subject of the application for planned development; and (ii) to the taxpayers of record and residents of all property within five hundred (500) feet of the Property, excluding the number of feet occupied by streets, alleys, other public ways in each direction of the lot lines of the Property, and that the notice contained:

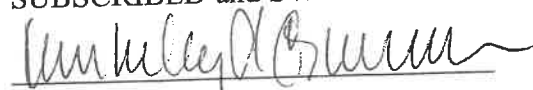
- The identification number designation of the application;
- The date and time of the public hearing;
- The location of the public hearing; and
- The general location of the Property, the legal description of the Property and its street addresses and a short description of the proposed planned development and the purpose of the public hearing.

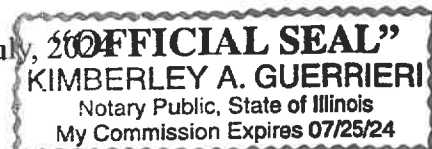
Further, that the undersigned, made a bona fide effort to determine the address of the parties to be notified under the above ordinance, and the accompanying list of names and addresses of surrounding property taxpayers and residents within 500 feet is a complete list.



Scott M. Day

SUBSCRIBED and SWORN to before me this 17th day of July, 2024


Notary Public



SUBJECT PROPERTY

06-23-302-004
FRANKLIN 1900 SPRING RD
1900 SPRING RD
UNIT 100
OAK BROOK IL 60523-1478

06-23-300-049
OAK BROOK SHOPPING CENTER
PO BOX 101042
CHICAGO IL 60610-9909

06-23-300-054
OAK BROOK SHOPPING CENTER
PO BOX 101042
CHICAGO IL 60610-9909

06-23-302-007
FRANKLIN 1900 SPRING RD
1900 SPRING RD
UNIT 100
OAK BROOK IL 60523

06-23-404-032
COMMERCE PLAZA PROP LLC
401 N MICHIGAN UNIT 1300
CHICAGO IL 60611-4271

06-23-300-030
OAK BROOK SHOPPING CENTER
PO BOX 101042
CHICAGO IL 60610-9909

06-23-300-052
LT PROPCO LLC
PO BOX 101042
CHICAGO IL 60610-9909

06-23-300-055
RBP OAK BROOK LLC
4100 REGENT ST
UNIT G
COLUMBUS OH 43219

06-23-302-008
FRANKLIN 1900 SPRING RD
1900 SPRING RD
UNIT 100
OAK BROOK IL 60523

****APPLICANT****

06-23-302-004
KIDS URGENT CARE LTD
C/O LUIGI RANDAZZO
1303 OGDEN AVENUE
DOWNERS GROVE IL 60515

06-23-300-047
NORDSTROM INC
P O BOX 21045
SEATTLE WA 98101-2288

06-23-300-053
OAKBROOK OFFICE
PO BOX 101042
CHICAGO IL 60610-9909

06-23-302-005
BFC PROPERTIES
515 LYELL DR
UNIT 100
MODESTO CA 95356

06-23-400-002
VINAYAKA HOSPITALITY OAKB
860 REMINGTON RD
SCHAUMBURG IL 60173



NAPERVILLE
1750 W OGDEN AVE
NAPERVILLE, IL 60540-9998
(800) 275-8777

07/17/2024 07:43 AM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.73
Oak Brook, IL 60523			
Weight: 0 lb 0.60 oz			
Estimated Delivery Date			
Fri 07/19/2024			
Certified Mail®			\$4.85
Tracking #:			
70200090000021422887			
Return Receipt			\$4.10
Tracking #:			
9590 9402 6962 1225 9327 95			
Total			\$9.68

First-Class Mail® Letter	1		\$0.73
Chicago, IL 60610			
Weight: 0 lb 0.60 oz			
Estimated Delivery Date			
Fri 07/19/2024			
Certified Mail®			\$4.85
Tracking #:			
70200090000021422894			
Return Receipt			\$4.10
Tracking #:			
9590 9402 6962 1225 9327 88			
Total			\$9.68

First-Class Mail® Letter	1		\$0.73
Chicago, IL 60610			
Weight: 0 lb 0.60 oz			
Estimated Delivery Date			
Fri 07/19/2024			
Certified Mail®			\$4.85
Tracking #:			
70200090000021422900			
Return Receipt			\$4.10
Tracking #:			
9590 9402 6962 1225 9327 71			
Total			\$9.68

First-Class Mail® Letter	1		\$0.73
Oak Brook, IL 60523			
Weight: 0 lb 0.60 oz			
Estimated Delivery Date			
Fri 07/19/2024			
Certified Mail®			\$4.85
Tracking #:			
70200090000021422917			
Return Receipt			\$4.10
Tracking #:			
9590 9402 6962 1225 9327 64			
Total			\$9.68

First-Class Mail® Letter	1		\$0.73
Chicago, IL 60611			
Weight: 0 lb 0.60 oz			
Estimated Delivery Date			
Fri 07/19/2024			
Certified Mail®			\$4.85
Tracking #:			
70200090000021422924			
Return Receipt			\$4.10
Tracking #:			
9590 9402 6962 1225 9327 57			
Total			\$9.68

First-Class Mail® Letter	1		\$0.73
Chicago, IL 60610			
Weight: 0 lb 0.60 oz			
Estimated Delivery Date			
Fri 07/19/2024			
Certified Mail®			\$4.85
Tracking #:			
70200090000021422931			
Return Receipt			\$4.10
Tracking #:			
9590 9402 6962 1225 9327 40			
Total			\$9.68

First-Class Mail® Letter	1		\$0.73
Chicago, IL 60610			
Weight: 0 lb 0.60 oz			
Estimated Delivery Date			
Fri 07/19/2024			
Certified Mail®			\$4.85
Tracking #:			
70200090000021422948			
Return Receipt			\$4.10
Tracking #:			
9590 9402 6962 1225 9327 26			
Total			\$9.68

First-Class Mail® Letter	1		\$0.73
Columbus, OH 43219			
Weight: 0 lb 0.60 oz			
Estimated Delivery Date			
Sat 07/20/2024			
Certified Mail®			\$4.85
Tracking #:			
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Return Receipt			\$4.10
Tracking #:			
9590 9402 6962 1225 9327 19			
Total			\$9.68

First-Class Mail® Letter	1		\$0.73
Oak Brook, IL 60523			
Weight: 0 lb 0.60 oz			
Estimated Delivery Date			
Fri 07/19/2024			
Certified Mail®			\$4.85
Tracking #:			
70200090000021422962			
Return Receipt			\$4.10
Tracking #:			
9590 9402 6962 1225 9327 02			
Total			\$9.68

First-Class Mail® Letter	1		\$0.73
Seattle, WA 98111			
Weight: 0 lb 0.60 oz			
Estimated Delivery Date			
Mon 07/22/2024			
Certified Mail®			\$4.85
Tracking #:			
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Return Receipt			\$4.10
Tracking #:			
9590 9402 6962 1225 9326 96			
Total			\$9.68

First-Class Mail® Letter	1		\$0.73
Chicago, IL 60610			
Weight: 0 lb 0.60 oz			
Estimated Delivery Date			
Fri 07/19/2024			
Certified Mail®			\$4.85
Tracking #:			
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Return Receipt			\$4.10
Tracking #:			
9590 9402 6962 1225 9326 89			
Total			\$9.68

First-Class Mail® 1 \$0.73
Letter
Modesto, CA 95356
Weight: 0 lb 0.60 oz
Estimated Delivery Date
Mon 07/22/2024
Certified Mail® \$4.85
Tracking #: 70200090000021422993
Return Receipt \$4.10
Tracking #: 9590 9402 6962 1225 9326 72
Total \$9.68

First-Class Mail® 1 \$0.73
Letter
Schaumburg, IL 60173
Weight: 0 lb 0.60 oz
Estimated Delivery Date
Fri 07/19/2024
Certified Mail® \$4.85
Tracking #: 70200090000021423006
Return Receipt \$4.10
Tracking #: 9590 9402 6962 1225 9326 65
Total \$9.68

First-Class Mail® 1 \$0.73
Letter
Downers Grove, IL 60515
Weight: 0 lb 0.60 oz
Estimated Delivery Date
Fri 07/19/2024
Certified Mail® \$4.85
Tracking #: 70200090000021423013
Return Receipt \$4.10
Tracking #: 9590 9402 6962 1225 9326 41
Total \$9.68

Grand Total: \$135.52
Personal/Bus Check \$135.52

Text your tracking number to 28777 (2USPS)
to get the latest status. Standard Message
and Data rates may apply. You may also
visit www.usps.com USPS Tracking or call
1-800-222-1811.

In a hurry? Self-service kiosks offer
quick and easy check-out. Any Retail
Associate can show you how.

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OFFICIAL USE

Columbus OH 43219

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.77

Total \$9.62

Sent 06-23-300-055
 RBP OAK BROOK LLC
 4100 REGENT ST
 UNIT G
 COLUMBUS OH 43219

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

06-23-300-055
 RBP OAK BROOK LLC
 4100 REGENT ST
 UNIT G
 COLUMBUS OH 43219

7020 0090 0000 2142 2955

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* ☐ Agent

B. Received by (Printed Name) *[Name]* ☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature	☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery	☐ Registered Mail™
☐ Certified Mail®	☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™
☐ Collect on Delivery	☐ Signature Confirmation Restricted Delivery
☐ Insured Mail Restricted Delivery (over \$500)	

Domestic Return Receipt

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OFFICIAL USE

Chicago IL 60611

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.77

Total \$9.62

Sent To 06-23-300-054
 OAK BROOK SHOPPING CENTER
 PO BOX 101042
 CHICAGO IL 60610-9909

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

06-23-300-054
 OAK BROOK SHOPPING CENTER
 PO BOX 101042
 CHICAGO IL 60610-9909

7020 0090 0000 2142 2900

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* ☐ Agent

B. Received by (Printed Name) *[Name]* ☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature	☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery	☐ Registered Mail™
☐ Certified Mail®	☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™
☐ Collect on Delivery	☐ Signature Confirmation Restricted Delivery
☐ Insured Mail Restricted Delivery (over \$500)	

Domestic Return Receipt

U.S. Postal Service
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OFFICIAL USE

Certified Mail Fee \$4.95

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.73

Total \$5.68

Sent to: 06-23-302-007
FRANKLIN 1900 SPRING RD
1900 SPRING RD
UNIT 100
OAK BROOK IL 60523

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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OFFICIAL USE

Certified Mail Fee \$4.95

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.73

Total Pos \$5.68

Sent To: ****APPLICANT****
06-23-302-004
KIDS URGENT CARE LTD
C/O LUIGI RANDAZZO
1303 OGDEN AVENUE
DOWNERS GROVE IL 60515

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

06-23-302-007
FRANKLIN 1900 SPRING RD
1900 SPRING RD
UNIT 100
OAK BROOK IL 60523

9590 9402 6962 1225 9327 64

7020 0090 0000 2142 2917

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent

B. Received by (Printed Name) ☒ Addressee

C. Date of Delivery 7/22/24

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature	☐ Registered Mail™
☐ Adult Signature Restricted Delivery	☐ Registered Mail Restricted Delivery
☐ Certified Mail	☐ Signature Confirmation
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery	
☐ Collect on Delivery Restricted Delivery	

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

****APPLICANT****
06-23-302-004
KIDS URGENT CARE LTD
C/O LUIGI RANDAZZO
1303 OGDEN AVENUE
DOWNERS GROVE IL 60515

9590 9402 6962 1225 9326 41

7020 0090 0000 2142 3013

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent

B. Received by (Printed Name) ☒ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature	☐ Registered Mail™
☐ Adult Signature Restricted Delivery	☐ Registered Mail Restricted Delivery
☐ Certified Mail	☐ Signature Confirmation
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery	
☐ Collect on Delivery Restricted Delivery	

Domestic Return Receipt

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Schaumburg, IL 60173

OFFICIAL USE

Certified Mail Fee \$4.85
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
 Postage \$0.73
 Total Postage \$5.58
 Sent To
 Street Address
 City, State

06-23-400-002
 VINAYAKA HOSPITALITY OAKB
 860 REMINGTON RD
 SCHAUMBURG IL 60173

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instruction

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Oak Brook, IL 60521

OFFICIAL USE

Certified Mail Fee \$4.85
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
 Postage \$0.73
 Total Postage \$5.58
 Sent To
 Street Address
 City, State

06-23-302-004
 FRANKLIN 1900 SPRING RD
 1900 SPRING RD
 UNIT 100
 OAK BROOK IL 60523-1478

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instruction

SENDER: COMPLETE THIS SECTION

06-23-400-002
 VINAYAKA HOSPITALITY OAKB
 860 REMINGTON RD
 SCHAUMBURG IL 60173

9590 9402 6962 1225 9326 65

7020 0090 0000 2142 3006

PS Form 3811, July 2020 PSN 7530-02-000-9055

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
 B. Received by (Printed Name) ☐ Addressee
 C. Date of Delivery
 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

06-23-302-004
 FRANKLIN 1900 SPRING RD
 1900 SPRING RD
 UNIT 100
 OAK BROOK IL 60523-1478

9590 9402 6962 1225 9327 95

7020 0090 0000 2142 2887

PS Form 3811, July 2020 PSN 7530-02-000-9055

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
 B. Received by (Printed Name) ☐ Addressee
 C. Date of Delivery
 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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Chicago IL 60610

Official Use

Certified Mail Fee \$4.95
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.73
Total \$5.68

Postmark Here JUN 17 2024

06-23-300-049
OAK BROOK SHOPPING CENTER
PO BOX 101042
CHICAGO IL 60610-9909

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instruction

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Chicago IL 60610

Official Use

Certified Mail Fee \$4.95
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.73
Total \$5.68

Postmark Here JUN 17 2024

06-23-300-052
LT PROPCO LLC
PO BOX 101042
CHICAGO IL 60610-9909

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instruction

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.
Article Addressed to:

06-23-300-049
OAK BROOK SHOPPING CENTER
PO BOX 101042
CHICAGO IL 60610-9909

9590 9402 6962 1225 9327 88

7020 0090 0000 2342 2894

Domestic Return Receipt

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Restricted Delivery

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ X
B. Received by (Printed Name) ☐ Agent
C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.
Article Addressed to:

06-23-300-052
LT PROPCO LLC
PO BOX 101042
CHICAGO IL 60610-9909

9590 9402 6962 1225 9327 26

7020 0090 0000 2342 2948

Domestic Return Receipt

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Restricted Delivery

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ X
B. Received by (Printed Name) ☐ Agent
C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

U.S. Postal Service
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For delivery information, visit our website at www.usps.com®.

Chicago IL 60611

OFFICIAL USE

Certified Mail Fee \$4.85
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
 Postage \$0.77
 Total \$9.62
 Sent
 Street
 City

0540 11
 USPS
 Postmark Here
 JUL 17 2024
 07/17/2024

06-23-300-030
 OAK BROOK SHOPPING CENTER
 PO BOX 101042
 CHICAGO IL 60610-9909

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instruction

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Oak Brook IL 60523

OFFICIAL USE

Certified Mail Fee \$4.85
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
 Postage \$0.77
 Total \$9.62
 Sent To
 Street
 City, State

0540 11
 USPS
 Postmark Here
 JUL 17 2024
 07/17/2024

06-23-302-008
 FRANKLIN 1900 SPRING RD
 1900 SPRING RD
 UNIT 100
 OAK BROOK IL 60523

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instruction

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

06-23-300-030
 OAK BROOK SHOPPING CENTER
 PO BOX 101042
 CHICAGO IL 60610-9909

7020 0090 0000 2142 2931

Article Number (Transfer from service label)

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X Received by (Printed Name)
 Brea Hayes
 C. Date of Delivery
 D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

06-23-302-008
 FRANKLIN 1900 SPRING RD
 1900 SPRING RD
 UNIT 100
 OAK BROOK IL 60523

7020 0090 0000 2142 2962

Article Number (Transfer from service label)

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X Received by (Printed Name)
 Amanda Murphy
 C. Date of Delivery
 7/22/24
 D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Chicago IL 60610

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)

\$0.00

☐ Return Receipt (electronic)

\$0.00

☐ Certified Mail Restricted Delivery

\$0.00

☐ Adult Signature Required

\$0.00

☐ Adult Signature Restricted Delivery

\$0.00

Postage \$0.73

Total \$9.68

Sent 06-23-300-053

Street OAKBROOK OFFICE

City, State PO BOX 101042

CHICAGO IL 60610-9909

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
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For delivery information, visit our website at www.usps.com®.

Modesto CA 95356

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)

\$0.00

☐ Return Receipt (electronic)

\$0.00

☐ Certified Mail Restricted Delivery

\$0.00

☐ Adult Signature Required

\$0.00

☐ Adult Signature Restricted Delivery

\$0.00

Postage \$0.73

Total \$9.68

Sent 06-23-302-005

Street BFC PROPERTIES

City, State 515 L YELL DR

UNIT 100

MODESTO CA 95356

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com®.

Chicago IL 60610

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)

\$0.00

☐ Return Receipt (electronic)

\$0.00

☐ Certified Mail Restricted Delivery

\$0.00

☐ Adult Signature Required

\$0.00

☐ Adult Signature Restricted Delivery

\$0.00

Postage \$0.73

Total \$9.68

Sent 06-23-404-032

Street COMMERCE PLAZA PROP LLC

City, State 401 N MICHIGAN UNIT 1300

CHICAGO IL 60611-4271

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com®.

Seattle WA 98101

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)

\$0.00

☐ Return Receipt (electronic)

\$0.00

☐ Certified Mail Restricted Delivery

\$0.00

☐ Adult Signature Required

\$0.00

☐ Adult Signature Restricted Delivery

\$0.00

Postage \$0.73

Total \$9.68

Sent 06-23-300-047

Street NORDSTROM INC

City, State P O BOX 21045

SEATTLE WA 98101-2288

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



Dear Village of Oak Brook,

KIDS Urgent Care is pleased to submit the attached application to the Village of Oak Brook for our second location planned at 1180 Harger Rd. It has been a pleasure to serve the community in Wheaton for the last 5 years and we are excited to expand our services to help more families in the area!

This new Oak Brook location will be our flagship, offering a regional destination for families. We are making a large investment to the Oak Brook community, to become a long-term use within a previously established PUD including completed sitework, driveways, site lighting, and more. We are designing all sides of the new building and keeping them free of exterior metal doors or pipes.

Our premium brand experience starts with signage and colorful logo for wayfinding, and leads to the interactive interior spaces via direct sidewalk access and automatic sliding entry doors. We are providing images of our existing location, which is built to standards beyond most typical medical spaces. We include use of interior glass, indoor children's activities, child-scale water closet and lavatory, and much more. There is a digital check-in process, or app available.

Our business provides access to pediatricians who provide quality children's care 365 days a year from 9 am to 9 pm. On average, 2-4 patients will be seen per hour in the facility. In addition to the main level where most of our patients will be seen, the lower level of KIDS Urgent Care will be finished for medical space and may be used for overflow patients or if any specialists need to see patients. This ground floor usage will be limited to a maximum 10-20 hours per week. Our busiest times are generally evenings and weekends so we particularly are a good fit for the development that is proposed in that most offices will be closed at those times.

No ambulance would ever transfer a patient TO the proposed KIDS Urgent Care facility as we are a pediatric clinic not a hospital. Ambulance transfers might occur OUT of the facility when a sick child would need to be transported to a local hospital. These are exceptionally rare and occurred only 5-6 times last year at our Wheaton location.

We really appreciate the consideration.

Luigi Randazzo

Planned Development Standards
Section: 13-15-3

- A. Planned Developments Are Not Permitted As Of Right:** Planned developments shall be approved by the Village only in direct response to the accrual of tangible public benefits from the planned development to the Village and its residents, along with the neighborhood and area in which the planned development is proposed. These benefits shall include, without limitation, exceptional amenities, landscape features, architectural or site design, or the conservation of special manmade or natural features of the site, all as more specifically set forth in the standards set forth in Subsection B of this Section.
- B. General Design Standards:** No application for a planned development shall be approved by the corporate authorities unless the proposed planned development satisfies the standards set forth in this Subsection B and Subsection C of this Section. All of these standards shall not be regarded as inflexible, but shall be used as a framework by the Village to test the quality of the amenities, benefits to the community, and design and desirability of the proposal.
- 1. Commercial Areas Revitalization Master Plan:** The planned development shall not be inconsistent with the planning policies, goals, objectives, and provisions of the Village's commercial areas revitalization master plan. A planned development must also not be inconsistent with the intent and spirit of the Village of Oak Brook comprehensive plan.

RESPONSE: The Commercial Areas Revitalization Master Plan of 2019 was superseded by the adoption of Ordinance #2022-DS-Temp-Amend-Comp-S-1647 on April 12, 2022. The Village Comprehensive Plan is dated June of 1969, with updates in 1973, 1978 and 1990. Because the Village Zoning Ordinance currently is the only regulations defining beneficial land use designation, the fact that a medical office land use is permitted of right within the B-2 zoning, the proposed pediatric urgent care facility is expressly of right and consistent with the sole applicable planning document.

- 2. Public Welfare:** The Planned Development shall be designed, located, and proposed to be operated and maintained so that it will not impair an adequate supply of light and air to adjacent property and will not substantially increase the danger of fire or otherwise endanger the public health, safety and welfare.

RESPONSE: The proposed pediatric urgent care facility is a single-story building with a full basement. It will not impair light or air any more than a single-family home. Fire risk is not applicable to a medical office any more than a retail site or a business office.

- 3. Impact on Other Property:** The Planned Development shall not be unnecessarily injurious to the use or enjoyment of other property in the

neighborhood for the purposes permitted pursuant to the applicable zoning district, shall not prevent the normal and orderly development and improvement of surrounding properties for permitted uses, shall not be inconsistent with the community character of the neighborhood, shall not alter the essential character of the neighborhood, and shall not substantially diminish or impair property values within the neighborhood, or be incompatible with other property in the immediate vicinity. The uses permitted in a Planned Development must be of a type and so located so as to exercise no undue detrimental influence upon surrounding properties. The Planned Development must also address compliance with the Village's noise, lighting, and other performance standards.

RESPONSE: Because the use of medical office has been expressly "permitted" within the B-2 zoning district, the Village has already made a legislative finding that the use proposed is not detrimental to the public health, safety and welfare.

The only properties located within the same four-lot Franklin Subdivision include Franklin Partners multi-tenant office building, Shake Shack, the undeveloped Lot 4, and Applicant's proposed pediatric urgent care facility land use. Applicant's proposed use is highly compatible with each of the three neighboring land uses.

Properties located outside of the Franklin Subdivision and nevertheless proximate to the proposed use are all zoned for and utilized for B-2 Regional Mall commercial land uses. As a permitted B-2 land use, the proposed PUD is highly compatible with the other permitted B-2 land uses proximate to this location. Approval of the PUD requested would impose no undue detrimental influence upon any surrounding property.

4. **Impact on Public Facilities and Resources:** The Planned Development shall be designed so that adequate utilities, road access, drainage, and other necessary facilities will be provided to serve the development. The Planned Development shall include such impact donations as may be reasonably determined by the Corporate Authorities. The required impact donations, including, without limitation, obligations under the Village's subdivision regulations, shall be calculated in reasonable proportion to the impact of the Planned Development on public facilities and infrastructure to the extent permitted by law.

RESPONSE: Applicant's proposed pediatric urgent care facility is to be located on a fully improved subdivided lot of record. All utilities, ingress/egress facilities, compulsory stormwater management facilities and related public infrastructure have been permitted and constructed as approved by the Village to serve this subdivision and Applicant's parcel. Impact fees reasonably proportioned to the impact of the PUD will be honored to the extent permitted by law.

5. **Archaeological, Historical or Cultural Impact:** The Planned Development shall not substantially and adversely affect a known archaeological, historical, or cultural resource located on or off of the parcel proposed for development.

RESPONSE: There are no known Archeological, Historical or Cultural attributes at this location.

6. **Parking and Traffic:** The Planned Development shall have or make adequate provision to provide ingress and egress to the proposed use in a manner that minimizes traffic congestion in the public streets, provides appropriate cross access to adjacent properties and parking areas, and provides adequate access for emergency vehicles.

RESPONSE: The Village has required that Applicant submit a full parking study for the entire four-lot Franklin Subdivision. This report has been prepared by KLOA, under the direction and supervision of Luay Aboona. All facilities planned for the pediatric urgent care facility are currently existing, and the Reciprocal Easement Agreement with Covenants, Conditions and Restrictions (REA) recorded on December 11, 2018 under Document #R2018-113679 confirms the adequacy of the parking provided, and the ingress/egress cross-access easements applicable at this location.

7. **Adequate Buffering:** The Planned Development shall have adequate landscaping, public open space, and other buffering features to protect uses within the development and surrounding properties.

RESPONSE: Lot 1 is situated within Franklin Subdivision at a location that enjoys contiguity to a landscaped public area shared by Shake Shack, the Franklin Partners office building and Lot 1. The site plan, and landscaping plan reveal that more than adequate buffering has been, and is being provided.

8. **Signage:** Signage on the site of the Planned Development shall generally be in conformity with the Village's Sign Regulations (Chapter 11 of the Zoning Regulations), except as may otherwise be specifically provided in the ordinance approving a Planned Development.

RESPONSE: Applicant has worked extensively with the Village professional planning staff to make sure that all required signage has been extensively documented, and proposed in conformity with the Village sign regulations.

9. **Ownership/Control Area:** The site of the Planned Development must be under ownership and/or unified control of the applicant.

RESPONSE: Applicant is under a contingent contract to purchase Lot 1 upon approval of the requested PUD. The pediatric urgent care facility to be known as Kids Urgent Care, Ltd. will be owner-operated.

10. **Need: A clear showing of need for the Planned Development must be made by means of an economic feasibility, land utilization and marketing study.**

RESPONSE: While DuPage County as a whole is richly blessed with a multitude of urgent care facilities, there is a noticeable lack of urgent care facilities specifically targeted at providing exclusively pediatric care, by pediatricians and pediatric specialists. Applicant's other facility located in Wheaton has enjoyed a significant patient base and Applicant expects to enjoy the same loyal following in Oak Brook.

11. **Compliance with Subdivision Regulations and Plat Act: All Planned Developments, whether or not they are by definition subject to the Village's subdivision regulations or the Illinois Plat Act, shall comply with all standards, regulations and procedures of the Village's subdivision regulations and the Plat Act except as is expressly provided otherwise in this Chapter, or as otherwise provided by the Corporate Authorities pursuant to the ordinance approving the Planned Development, or the applicable sections of the Village's subdivision regulations.**

RESPONSE: All subdivision requirements were previously addressed within the Franklin Subdivision approved on April 27, 2018 by Resolution #2018-SR-PP+FP-EX-R-1706, recorded on April 27, 2018 as Document #R2018-036669.

12. **Covenants and Restrictions to be Enforceable by Village: All covenants, deed restrictions, easements, and similar restrictions to be recorded in connection with the Planned Development shall provide that they may not be modified, removed, or released without the express consent of the Corporate Authorities and that they may be enforced by the Village as well as by future landowners within the proposed development.**

RESPONSE: Applicant is prepared to accept all reasonable conditions imposed by the Village on the approval of the PUD as a special use.

13. **Security and Site Control: The Planned Development shall include the plans necessary to describe, establish, and maintain appropriate property and building security and site control measures for the Planned Development and the property on which the Planned Development is located. These plans shall also include measures to prevent adverse impacts on neighboring properties.**

RESPONSE: The Village of Oak Brook pre-application meeting saw support from the Village police department, as well as all other departments. The

new building will include external and internal camera systems, and security alarms. There is also a panic button at each of the reception and nurse station areas, but they seldom needed use.

C. Additional Standards: In addition to the standards required in Subsection B of this Section, the following standards shall be considered in reviewing all proposed and amended Planned Developments, particularly with regard to elements of Planned Development proposals that do not satisfy the otherwise applicable provisions of the underlying zoning and subdivision regulations.

- 1. Integrated Design:** A Planned Development shall be laid out and developed as a unit in accordance with an integrated overall design. This design shall provide for safe, efficient, convenient and harmonious grouping of structures, uses and facilities, and for appropriate relation of space inside and outside buildings to intended uses and structural features.

RESPONSE: The integrated design of this site is made up of the highly compatible architecture and signage proposed, and the design elements previously approved by the Village of Oak Brook in the recordation of Franklin Subdivision, inclusive of fully improved lots of record.

- 2. Beneficial Common Open Space:** Any common open space in the Planned Development shall be integrated into the overall design. These open spaces shall have a direct functional or visual relationship to the main building(s) and shall not be of isolated or leftover character.

The following would not be considered usable common open space:

- a. Areas reserved for the exclusive use or benefit of an individual tenant or owner.**

RESPONSE: Applicant is not proposing any new common open space other than that space already part of the REA and the existing Franklin Subdivision. Because this is already a fully improved lot of record in a previously approved Village of Oak Brook subdivision, no additional common open space is being provided.

- b. Dedicated streets, alleys and other public rights-of-way.**

RESPONSE: No new streets or public right-of-way, other than those built into Franklin Subdivision, inclusive of pedestrian pathway, are being proposed or necessary.

- c. Vehicular drives, parking, loading and storage areas.**

RESPONSE: No new streets or public right-of-way, other than those built into Franklin Subdivision, inclusive of pedestrian pathway, are being proposed or necessary.

d. Irregular or unusable narrow strips of land.

RESPONSE: None are proposed.

- 3. Functional and Mechanical Features: Exposed storage areas, trash and garbage retainers, exposed machinery installations, service areas, truck loading areas, utility buildings and structures, and similar accessory areas and structures shall be accounted for in the design of the Planned Development and made as unobtrusive as possible. These features shall be subject to such setbacks, special planting or other screening methods as shall reasonably be required to prevent their being incongruous with the existing or contemplated environment and the surrounding properties.**

RESPONSE: Applicant has worked hard to design this site as four-sided architecture, with finishes and screening that respects the appearance of the property from all directions.

- 4. Visual and Acoustical Privacy: The Planned Development shall provide reasonable visual, and acoustical privacy. Fences, insulations, walks, barriers and landscaping shall be used as appropriate for the protection and aesthetic enhancement of property and the privacy of its occupants, screening of objectionable view or uses, and reduction of noises.**

RESPONSE: Not applicable beyond the response in item 3 above.

- 5. Energy Efficient Design: A Planned Development shall be designed with consideration given to various methods of site design and building location, architectural design of individual structures, and landscaping design capable of reducing energy consumption within the Planned Development. The applicant will be encouraged, to the extent feasible, to obtain Leadership in Energy and Environmental Design ("LEED") certification for the project. A Planned Development applicant may also undertake the following:**

- a. Having at least one member of the applicant's project team be a "LEED Accredited Professional" -- a person who has received the LEED Accredited Professional designation from the United States Green Building Council ("USGBC"), the Green Building Certification Institute, or another entity authorized by the USGBC to grant that designation.**

RESPONSE: Applicant's MEP engineering team will include at least one LEED accredited professional, although Applicant's project will not be formally seeking LEED certifications.

- b. **Having its application materials include a "LEED Checklist" developed by the U.S. Green Building Council indicating the credits pursued and total points anticipated for a project under the most appropriate LEED rating system, in consultation with the Director of Community Development.**

RESPONSE: The project is not seeking LEED accreditation, but will include locally sourced cladding materials, and efficient glazing design per the latest applicable building and energy codes.

6. **Drives, Parking and Circulation: Principal vehicular access shall be from dedicated public streets, and access points shall be designed to encourage smooth traffic flow with controlled turning movements and minimum hazards to vehicular or pedestrian traffic. With respect to vehicular and pedestrian circulation, including walkways, interior drives and parking, special attention shall be given to location and number of access points to the public streets, width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic, adequate provision for service by emergency vehicles, and arrangement of parking areas that are safe and convenient, and insofar as feasible, do not detract from the design of proposed buildings and structures and the neighboring properties. To the extent practical, Planned Developments shall provide connections to and from existing bike and walking paths so as to ensure a continuous route without gaps or disconnections.**

RESPONSE: Ingress and egress, both public and private, to each of the lots previously approved within Franklin Subdivision were legislatively approved as adequate in all regards. Franklin Subdivision has also incorporated a public pedestrian/bicycle pathway to the benefit of nearby parcels.

7. **Surface Water Drainage: Special attention shall be given to proper site surface drainage so that removal of surface waters will not adversely affect neighboring properties or the public storm drainage system. Surface water in all paved areas shall be collected at intervals so that it will not obstruct the flow of vehicular or pedestrian traffic.**

RESPONSE: Franklin Subdivision has recently completed construction of a major stormwater improvement project to upgrade and secure performance of the regulatory floodway and floodplain elements of Lot 4. Lot 1 is fully code-compliant with the most current regulation of both the Village and DuPage County.

WAIVERS and VARIATIONS (Site Development Departures)

[illegible]

(To continue copy or retype form and Attach additional sheets if necessary)

**Planned Development - Site Development Allowances
Section: 13-15-4**

**Waivers and Variations
(Site Development Departures)**

Proposed site development characteristics that are not consistent with the Zoning Regulations otherwise applicable to the property on which a Planned Unit Development or Planned Development amendment is proposed, may be approved in accordance with this Chapter as part of the ordinance approving the Planned Development or Planned Development amendment. The applicant shall specifically identify each site development departure and demonstrate how each departure will be compatible with surrounding development and is not inconsistent with the Planned Development standards set forth in Section 13-15-3 of this Chapter. Each departure shall be specifically stated and approved in the ordinance approving the Planned Development or Planned Development amendment. Any approved departures from the otherwise applicable Zoning Regulations shall not be deemed a nonconformity and shall not require a variation.

Identify each waiver below and if applicable refer to the page(s) of the site development plan that the departure can be found.

Code Section: 13-7B-3 Relief Sought: Floor Area Ratio (FAR)

RESPONSE: This application for a Planned Unit Development (PUD) proposes a pediatric urgent care facility on Lot 1 of the Franklin Subdivision, approved by the Village of Oak Brook on April 27, 2018 per Resolution #2018-SR-PP+FP-EX-R-1706, recorded on April 27, 2018 under Document #R2018-036669. As a four-lot subdivision, each lot was afforded a defined floor area ratio (FAR) controlling the square footage of each lot within the subdivision. Lot 4 was afforded a permitted FAR of 4,800 square feet. A combined total of 9,800 square feet is proposed, and a Site Development Departure (SDD) is required as part of this PUD application.

Lot 4 of the Franklin Subdivision was approved for a 22-story, 90 dwelling unit owner-occupied condominium project per Ordinance #2019-ZO-EX-PUD-S-1555 on January 8, 2019. The PUD approvals for Lot 4 permitted a variation from Section 13-7B-3A to allow FAR at .99 rather than the permitted .50 FAR. (Copy attached hereto as Exhibit A).

Because the pediatric urgent care facility proposed for Lot 1 requires 9,800 square feet, which exceeds the permitted FAR of 4,800 square feet by roughly 5,000 square feet, a departure from Section 13-7B-3 is hereby requested. Franklin Partners, the owner of both Lot 1 and Lot 4, proposes that 5,000 square feet of the permitted .99 FAR approved for Lot 4 be "legislatively" re-assigned to Lot 1 and deducted from the permitted development of Lot 4. This re-assignment would allow the rebalancing of the Franklin Subdivision, albeit with a slightly reduced development of Lot 4. This reduction in FAR for Lot 4 will require the processing of a modification of the approved PUD for Lot 4.

FAR is generally used to control the density and mass of new development. Although the pediatric urgent care facility proposed for Lot 1 is 9,800 square feet, this dimension radically overstates the intensity of use. Staffing is planned for a single doctor between 9:00 a.m. through 9:00 p.m. Staffing will include one x-ray technician, one MA medical assistant, and one front desk operator. Even at staff turnover times, the staffing on site will be modest. At busiest times, the lower level may be occupied by a specialist pediatric doctor swelling regular staffing to as many as six at any given busy times. This keeps staffing at less than one person per 1,000 square feet of space. The number of patients seen over the past five years at the Wheaton facility has averaged between two and four patients per hour. Thus, in simplest terms, the size of the facility at 9,800 square feet as proposed (slightly more than double the permitted FAR of 4,800 square feet) is much more representative of the variety of spaces and equipment needed, than it is representative of the density of the operation. And in terms of massing, the basement adds nothing to the visible massing, but is almost half of the excess FAR.

Applicant asks the Village to recognize that the FAR departure requested is both reasonable in terms of use, and balanced in terms of a quid quo pro through square foot reduction of the .99 FAR approved for Lot 4.

Code Section: 13-12-5 **Relief Sought:** Shared Parking Departure

RESPONSE: As a medical office building, the pediatric urgent care facility would require one parking space for every 200 square feet of the 9,800 square foot proposed building. This is a combined total of 49 parking spaces required for a building that is expected to have no more than six staff in attendance at the busiest of times. Even if every one of the two to four patients per hour were driven by more than one parent, the parking needs for this land use are less than 14 parking spaces at peak demand, considerably less than one-third of the 49 parking spaces required by code.

When Lot 3 of Franklin Subdivision was subdivided to permit the creation of Lot 1 and Lot 2, a Reciprocal Easement Agreement With Covenants, Conditions and Restrictions (REA) addressing shared parking was recorded on December 11, 2018 under Document #R2018-113679. (Copy attached hereto as Exhibit B). Thus, within the confines of Lot 1, there are 16 specifically designated parking spaces for the use of Lot 1. But the total of parking for Lots 1, 2 and 3 of Franklin Subdivision are a total 459¹ parking rights are afforded to each of the three lots pursuant to the terms of the REA. In short, the parking spaces provided, coupled with the shared parking rights allowed under the REA, are much more than adequate for the use proposed.

¹ See KLOA Memorandum dated June 5, 2024.

EXHIBIT A
To Waivers and Variations
(Site Development Departures)



8 0 0 1 8 0 6 4

Tx:40009900

FRED BUCHOLZ, RECORDER

DUPAGE COUNTY ILLINOIS

01/17/2019 12:03 PM

DOCUMENT # R2019-004015

(Above Space For Recorder's Office Only)

VILLAGE OF OAK BROOK
1200 Oak Brook Road
Oak Brook, IL 60523-2255

RECORDED DOCUMENT TITLE PAGE

Title of Document: ORDINANCE 2019-ZO-PUD-EX-S-1555 AN ORDINANCE APPROVING A
PLANNED DEVELOPMENT FOR THE PROPERTY AT 1900 SPRING ROAD IN THE VILLAGE OF OAK
BROOK, ILLINOIS

Property Address/es 1900 Spring Road, Oak Brook, Illinois 60523
If vacant land, so state and list nearest cross streets)

PIN No(s). 06-23-302-006

Name and Address of Applicant: Franklin 1900 Spring Road LLC and Jupiter Realty Company, LLC
1900 Spring Road Suite 420 401 Michigan Ave 13th Floor
Oak Brook, IL 60523 Chicago, IL 60611

Name and Address of Responsible: Raymond Warner
Party to Receive Copy of
Recorded Document and Billing Raymond Warner
55 Shuman Blvd. Suite 375
Naperville, IL 60563

G/L Account to be charged: 10-1365

Prepared By and Return to: (Village of Oak Brook
1200 Oak Brook Road
Oak Brook, Illinois 60523-2255)

Name & Address of Recipient N/A
of Consideration (when applicable):
G/L Account to be charged:

STATE OF ILLINOIS)
) SS
COUNTIES OF COOK AND DUPAGE)

I, Charlotte K. Pruss, do hereby certify that I am the duly elected and acting Village Clerk of the Village of Oak Brook, DuPage and Cook Counties, Illinois.

I DO FURTHER CERTIFY that on January 8th, 2019, the corporate authorities of the above municipality passed and approved:

ORDINANCE 2019-ZO-PUD-EX-S-1555

AN ORDINANCE APPROVING A PLANNED DEVELOPMENT

(1900 SPRING ROAD – JUPITER DEVELOPMENT)

(PIN: 06-23-302-006)

I DO FURTHER CERTIFY that the original document, of which the annexed copy is a true copy, is entrusted to my care for safekeeping and I am the keeper of the same.

I DO FURTHER CERTIFY that I am the keeper of the records, journals, entries, resolutions, ordinances and documents of the said Village of Oak Brook, DuPage and Cook Counties, Illinois.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Oak Brook this 17th day of January, 2019.



Charlotte Pruss

Charlotte K. Pruss
Village Clerk
Village of Oak Brook
DuPage and Cook Counties, Illinois

ORDINANCE 2019-ZO-EX-PUD-S-1555

AN ORDINANCE

APPROVING A PLANNED DEVELOPMENT

(1900 SPRING ROAD – JUPITER DEVELOPMENT)

(PIN: 06-23-302-006)

WHEREAS, Jupiter Realty Company, LLC ("**Jupiter**") is the contract purchaser of certain real property located at 1900 Spring Road, Oak Brook, Illinois, within the Village's B-2 Regional Shopping Center District, which property is legally described in **Exhibit A ("Property")**; and

WHEREAS, the current owner of the Property is Franklin 1900 Spring Road LLC ("**Franklin**") (Jupiter and Franklin are collectively referred to as the "**Applicant**"); and

WHEREAS, pursuant to Chapter 15 of the Zoning Ordinance of the Village of Oak Brook, Illinois of 1966, as amended ("**Zoning Ordinance**"), Applicant has filed an application with the Village seeking approval for a Planned Development in order to construct and operate a 22-story residential condominium building with up to 90 dwelling units and measuring no more than 286 feet in height on the Property ("**Planned Development**"), all as more fully described in the application attached to, and hereby made a part of, this Ordinance as **Exhibit B ("Application")**; and

WHEREAS, the President and Board of Trustees conducted a preliminary review of the proposed Planned Development at their July 10, 2018 meeting, at which time the President and Board of Trustees directed the Village's Development Services Director to prepare a report on the Application for the Village's Planned Development Commission ("**PDC**"), and referred the Application to the PDC for the purpose of conducting a public hearing; and

WHEREAS, pursuant to notice duly published in accordance with state law and Section 13-15-5C.2 of the Zoning Ordinance, the PDC commenced and concluded a public hearing on November 13, 2018 for the purposes of hearing and considering testimony on the Applicant's request for approval of the Planned Development; and

WHEREAS, following the conclusion of the public hearing, the PDC adopted findings of fact and recommended that the Village Board approve the Planned Development in order to construct and operate a 22-story residential condominium building with up to 90 dwelling units on the Property pursuant to the recommendation letter attached hereto as **Exhibit C**; and

WHEREAS, the President and Board of Trustees, having considered the recommendations of the PDC and being fully advised in the premises, have determined that the Application satisfies the standards set forth in Section 13-15-3 of the Zoning Ordinance; and

WHEREAS, the President and Board of Trustees have further determined that it is in the best interests of the Village and its residents to approve the Planned Development to permit the construction and operation of a 22-story condominium building with up to 90 dwelling units and measuring no more than 286 feet in height on the Property pursuant to Section 13-15-5D of the Zoning Ordinance, subject to the terms and conditions of this Ordinance.

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: Recitals. The foregoing recitals are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section.

Section 2: Planned Development Approval. Pursuant to Section 13-15-5D of the Village's Zoning Ordinance and subject to the conditions set forth in Section 5 of this Ordinance, the Planned Development shall be, and is hereby, approved to permit the construction and operation of a 22-story condominium building with up to 90 dwelling units on the Property.

Section 3: Zoning Map Notation. Pursuant to Section 13-15-7B of the Village's Zoning Ordinance, the Village Manager or his designee is hereby authorized and directed to administratively note on the Village's official zoning map the existence and boundaries of the Planned Development approved pursuant to this Ordinance.

Section 4: Site Development and Use Departures. Pursuant to Section 13-15-4 of the Zoning Ordinance, and subject to the conditions and restrictions set forth in this Ordinance, the President and Board of Trustees hereby approve the following site development and use departures for the Property:

- A. A use departure from Section 13-7B-1 and 13-7B-2 of the Zoning Ordinance to permit and allow residential condominiums on the Property.
- B. A variation is hereby granted from the provisions of Section 13-7B-3.A of the Zoning Ordinance to increase the cumulative floor area ratio (FAR) for the 4-lot Franklin Subdivision from .50 to .99.
- C. A variation is hereby granted from the provisions of Section 13-7B-3.B.1b of the Zoning Ordinance to decrease the required setback from the right-of-way of Spring Road from 80 feet to a minimum of 54 feet for the building setback and 27 feet for the motor court piers.
- D. A variation is hereby granted from the provisions of Section 13-12-3.C of the Zoning Ordinance to reduce the internal parking garage drive aisles from 27 feet wide to 22 feet wide.

Section 5: Conditions of Approval. The approvals granted in Sections 2, 3, and 4 of this Ordinance shall be, and they are each hereby, subject to, conditioned upon, and limited by the following conditions, the violation of any of which shall, in the reasonable discretion of the President and Board of Trustees, be grounds for the repeal and revocation of the approvals granted herein:

- A. **Establishment of Dormant Special Service Area.** A dormant special service area ("SSA") must be established for the Property that will fully fund the maintenance, operation, repair, and replacement of the Property's storm water and floodplain management facilities in the event the Applicant, or any condominium association that is established, fails to maintain the Property's storm water and floodplain management facilities. The dormant SSA will take effect if the Village Engineer, in his or her sole discretion, determines that the Property's storm water and floodplain management facilities are not being properly maintained, cared for, or operated in accordance with all federal, state, and local ordinances, rules, or regulations, as amended. No building permits will be issued for the Property unless and until the dormant SSA is established. The Applicant will cooperate and participate in the establishment of the dormant SSA.
- B. **Spring Road Traffic Signal.** The Applicant must contribute fifty percent (50%) of the cost to install a traffic signal at the intersection of Spring Road and 16th Street.
- C. **Turn Lane.** The Applicant will pay for the full cost of the creation of the turn lane at the intersection of Spring Road and 16th Street.

- D. 16th Street Compensatory Storage. The Applicant must pay the full cost of the floodplain compensatory storage related to the 16th Street driveway entrance improvements.
- E. Semi-Trailer Prohibition. Semi-trailers may not use the loading dock area on the Property for deliveries.
- F. Floor Area Ratio Limitation. The floor area ratio (FAR) approved for the Property in Section 4 of this Ordinance will apply to all 4 lots in the Franklin Subdivision (total of 8.43 acres) as a whole. The FAR calculation for the 4-lot Franklin Subdivision as a whole may not exceed .99. This Ordinance will be recorded against and binding upon all 4 lots in the Franklin Subdivision.
- G. Common Ownership or Control. All 4 lots in the Franklin Subdivision must be maintained under common ownership or control. If all 4 lots are not maintained under common ownership, the Applicant must provide documentation in a form approved by the village attorney evidencing common control of all 4 lots of the Franklin Subdivision.
- H. Commercial Parking Prohibition. The garage in the condominium building on the Property may not be used as a commercial off-street parking facility.
- I. Covenants. Covenants (including any condominium declarations) must be recorded in connection with the Planned Development and for the 4-lot Franklin Subdivision for FAR, storm water, bike and pedestrian pathway and property maintenance. The covenants and/or condominium declarations must be in a form approved by the village attorney prior to recordation. These covenants and/or condominium declarations may not be modified, removed, or released without consent of the corporate authorities of the Village. The Village, as well as future owners of condominiums on the Property, must be authorized to enforce the covenants and/or condominium declarations. The covenants and/or condominium declarations must be approved by the village attorney prior to the approval of the final plat of subdivision for Lot 4 in the Franklin Subdivision.
- J. Signage. Any and all signage on the Property must comply with all applicable Village requirements.
- K. No Authorization of Work. This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the Development Services Director, no work of any kind may be commenced on the Property pursuant to the approvals granted in this Ordinance unless and until all conditions of this Ordinance precedent to that work have been fulfilled and after all permits, approvals, and other authorizations for the work have been properly applied for, paid for, and granted in accordance with applicable law.
- L. Compliance with Laws. Except as provided in Section 4 of this Ordinance, all applicable ordinances and regulations of the Village shall apply to the Property. Further, the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction over the Property.
- M. Final Engineering Plan Approvals. The Applicant must obtain final approval and all necessary federal, state, county, and other local permit requirements that relate to floodplain, floodway, and storm water management for the Property and the Planned Development. The Village will not issue engineering permit 18-7-155 until all necessary permits have been issued by applicable federal, state, county and other local agencies. A

second engineering permit will be required for the building and site improvements on the Property.

N. Final Landscape Plan Approval. A final landscape plan for the Property is subject to Village staff review and approval in accordance with applicable Village Codes and Ordinances.

O. Compliance With Plans. The development, maintenance, and operation of the Property will be in substantial compliance with the following documents and plans attached as **Group Exhibit D** and, by this reference, made a part of this Ordinance, except for minor changes approved by the Development Services Director and Village Manager in accordance with Section 13-15-8 of the Zoning Ordinance:

1. Layout Plan and Current Site Comparison prepared by V3 Companies, consisting of 2 sheets with a latest revision date of October 30, 2018;
2. Floor Plans and FAR Analysis prepared by Lucien Lagrange Studio, consisting of 5 sheets;
3. Exterior Elevations prepared by Lucien Lagrange Studio, consisting of three sheets;
4. Landscape Plan and Preliminary Plant Palette prepared by Lucien Lagrange Studio, consisting of two sheets;
5. Building Renderings prepared by Lucien Lagrange Studio, consisting of three sheets;
6. Bulk and Height Comparison and Context Map prepared by Lucien Lagrange Studio, consisting of 2 sheets;
7. Preliminary Engineering Plans for Oak Brook Residential prepared by the V3 Companies, consisting of five sheets with a latest revision date of October 30, 2018; and
8. Roadway Profile Improvements prepared by the V3 Companies, consisting of one sheet with a latest revision date of October 30, 2018;

P. Fees and Costs.

1. Applicant shall be responsible for paying all applicable fees relating to the approval of this Ordinance.
2. Applicant shall pay all fees applicable to Applicant's Planned Development and use of the Property after the Approval of this Ordinance.
3. Applicant shall reimburse the Village for all of the Village's reasonable costs (including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, and approval of this Ordinance.
4. Applicant shall reimburse the Village for all of the Village's reasonable costs (including without limitation engineering, planning, and legal expenses) incurred

in connection with the implementation or enforcement of this Ordinance by the Village following the approval hereof.

5. Any amount owed by Applicant under this Section 5.P that is not paid within sixty (60) days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property (or that portion of the Property to which the unpaid amount relates), and the Village shall have the right to foreclose such lien in the name of the Village as in the case of foreclosure of liens against real estate.

Q. Construction Timing. The Developer shall comply with the following schedule:

1. The Developer shall file with the Village a complete building permit application for the Planned Development no later than nine (9) months after the date of the Federal Emergency Management Association's ("FEMA") issuance of a conditional letter of map revision ("CLOMR") for the Planned Development; and
2. The Developer shall commence construction of the Planned Development no later than twenty four (24) months after the date of FEMA's issuance of the CLOMR for the Planned Development; and
3. The Developer shall complete construction of the Planned Development no later than thirty six (36) months after the date of FEMA's issuance of the CLOMR for the Planned Development.

If Developer fails to comply with the deadlines contained in this Section 5(Q), the Village's corporate authorities may declare null and void all approvals granted by this Ordinance.

Section 6: Binding Effect: Non-Transferability. The privileges, obligations, and provisions of each and every section of this Ordinance are for the sole benefit of, and will be binding on, the Applicant. Nothing in this Ordinance will be deemed to allow this Ordinance to be transferred to any person or entity without a new application for approval for any person or entity other than the Applicant.

Section 7: Amendments. Any major or minor amendment to any provision of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance for the granting of such Planned Development amendments.

Section 8: Failure to Comply with Conditions. Upon failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, the approvals granted pursuant to this Ordinance will, at the sole discretion of the President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void.

Section 9: Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

Section 10. Effective Date.

A. This Ordinance will be effective only upon the occurrence of all of the following events:

1. Passage by the President and Board of Trustees in the manner required by law;
2. Publication in pamphlet form in the manner required by law;

3. The filing by the Applicant with the Development Services Director of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. The unconditional agreement and consent must be in the form of **Exhibit E**, attached to and, by this reference, made a part of this Ordinance; and
4. The recordation of this Ordinance together with any exhibits as the Village Clerk deems appropriate for recordation in the Office of the DuPage County Recorder. The Applicant will bear the full cost of this recordation. This Ordinance will be recorded against all lots in the Franklin Subdivision, bearing PIN numbers 0623302006, 0623302004, and 06233020005.

B. In the event that the Applicant does not file with the Village Clerk the unconditional agreement and consent required by Paragraph 10.A.3 of this Ordinance within 60 days after the date of final passage of this Ordinance, the Board of Trustees will have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

APPROVED THIS 8th Day of January, 2019



Gopal G. Lalimalani
Village President

PASSED THIS 8th Day of January, 2019

Ayes: President Lalimalani, Trustees Manzo, Saiyed, Yusuf

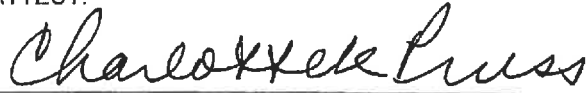
Nays: Trustees Baar, Cuevas

Absent: None

Present: Trustee Tiesenga



ATTEST:



Charlotte K. Pruss
Village Clerk

EXHIBIT A

LEGAL DESCRIPTION

LOT 3 IN THE FRANKLIN SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 27, 2018, PER DOC. NO. R2018-036669, IN DUPAGE COUNTY, ILLINOIS

Common Address: 1900 Spring Road, Oak Brook, Illinois 60523

PIN: 06-23-302-006

EXHIBIT B
APPLICATION

Page
Village of Oak Brook

VILLAGE OF
OAK BROOK
Illinois

APPLICATION FOR PLANNED DEVELOPMENT

NOTE: ALL COMPLETED APPLICATIONS ARE TO BE DELIVERED TO THE DEVELOPMENT SERVICES DEPARTMENT. Call 630-368-5106

☒ **NEW PLANNED DEVELOPMENT (\$1,500)*** ☒ **INITIAL ESCROW DEPOSIT (\$500)*****

3 **ENTER NUMBER OF WAIVERS and/or VARIATIONS REQUESTED (\$500 ea)****

☐ **MAJOR CHANGE TO AN EXISTING PLANNED DEVELOPMENT (\$1,500)***

☐ **MINOR CHANGE TO AN APPROVED/EXISTING PLANNED DEVELOPMENT (\$750)***

 ENTER NUMBER OF WAIVERS and/or VARIATIONS REQUESTED (\$500 ea)**

PUBLIC HEARING SIGNS (each lot frontage) 2 Enter Number of Street Frontages/Per Parcel/ Address

* Plus all applicable third party costs and recoverable expenses.

** List each waiver or variation on separate sheet with applicable fees calculated.

*** From which anticipated third party costs and recoverable expenses are to be drawn. No interest shall be payable on any such escrow account.

LOCATION OF

SUBJECT PROPERTY 16th Street/Spring Road PERMANENT PARCEL NO/s. 06-23-302-006

LEGAL ADDRESS 1900 Spring Road, Oak Brook, Illinois 60523 ZONING DISTRICT B-2

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

OWNER(S) OF RECORD/CO-APPLICANT Franklin 1900 Spring Road LLC PHONE 630-574-5133

ADDRESS 1900 Spring Road, Suite 420 CITY Oak Brook STATE IL ZIP 60523

Owner Contact E-mail Address/s Raymond A. Warner (rwarner@franklinpartners.net)

NAME OF CO-APPLICANT* (and Billing Information) Jupiter Realty Company, LLC PHONE 312-642-6000

ADDRESS 401 N. Michigan, 13th Fl CITY Chicago STATE IL ZIP 60611

Applicant Contact E-mail Address/s Jerry Ong (jong@jupiterrealty.com)

I (we) certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge and belief. I (we) give permission to the Village to install public hearing signs 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 all recoverable costs within 30 days of billing.

Signature of Owner/Co-Applicant

Date

Signature of Co-Applicant

Date

*If the applicant/Agent is not the owner of record, a written statement authorizing approval of the proposed planned development application is required from the property owner in addition to their signature above and supporting documents.

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

Initial Application Filed 8-16-18 Fee Paid \$ 3100 Escrow Paid \$ 500 Receipt No. 486219 Received By GP

Preliminary Board of Trustees Review 7/10/18 Prefiling Review Conference with Staff 8/24/18 Resident Meeting Required/Date 9-27-18

Application Distributed to Depts: 8/9/18 Notice Published 10/18/18 Newspaper Daily Herald Adj. Property Owners Notified 10-23-18

Development Commission 11-2-18

Board of Trustees TBD

Board of Trustees TBD
(Approval of Ordinance)

WAIVERS and VARIATIONS

[illegible]

(To continue copy or retype form and Attach additional sheets if necessary)

PLANNED DEVELOPMENT - SITE DEVELOPMENT ALLOWANCES:

Section: 13-15-4

WAIVERS and VARIATIONS

Proposed site development characteristics that are not consistent with the Zoning Regulations otherwise applicable to the property on which a Planned Development or Planned Development amendment is proposed, may be approved in accordance with this Chapter as part of the ordinance approving the Planned Development or Planned Development amendment. The applicant shall specifically identify each site development departure and demonstrate how each departure will be compatible with surrounding development and is not inconsistent with the Planned Development standards set forth in Section 13-15-3 of this Chapter. Each departure shall be specifically stated and approved in the ordinance approving the Planned Development or Planned Development amendment. Any approved departures from the otherwise applicable Zoning Regulations shall not be deemed a nonconformity and shall not require a variation.

Identify each waiver below and if applicable refer to the page(s) of the site development plan that the departure can be found.

Code Section 13-7B-3.A Relief Sought: A waiver to increase the FAR from 0.50 to 0.99

RESPONSE: The Applicant requests a waiver of Code section 13-7B-3.A in order to achieve an FAR of 0.99 for the Franklin Subdivision, as amended. See FAR Exhibit by Lucien Lagrange dated October 18, 2018. The proposed FAR is consistent with other, neighboring properties with FAR also in excess of 0.50. As one example, the Oak Brook Club FAR is 0.69. In addition, the Village's 2007 Commercial Areas Revitalization Plan recommends an increase in the FAR and states that an FAR of 0.50 is inconsistent with neighboring communities. In June of 2017, as a response to the 2007 CARP, the Village proposed eliminating the FAR in every business district except the B-2 District. Those text amendments are still pending.

Code Section: 13-7B-3.B.1.b. Relief Sought: A waiver to decrease the setback from the right-of-way of Spring Road from 80 ft. to a minimum of 54 ft. for the building setback and 27 feet for the motor court piers.

RESPONSE: The Applicant requests a waiver of the above referenced Code section as a portion of the proposed condominium building, motor court piers and fencing is proposed to be set back fewer than 80 feet from the Spring Road. The proposed setback is consistent with other, neighboring properties along the same portion of 16th Street. For example, the Oak Brook Club is set back 60 feet (or fewer) from 16th Street and the office building across 16th Street from the Subject Property is set back a mere 22 feet.

See Layout Plan with property line distance dimensions by Lucien Lagrange dated October 18, 2018.

PLANNED DEVELOPMENT - SITE DEVELOPMENT ALLOWANCES:

Section: 13-15-4

WAIVERS and VARIATIONS CON'T:

Proposed site development characteristics that are not consistent with the Zoning Regulations otherwise applicable to the property on which a Planned Development or Planned Development amendment is proposed, may be approved in accordance with this Chapter as part of the ordinance approving the Planned Development or Planned Development amendment. The applicant shall specifically identify each site development departure and demonstrate how each departure will be compatible with surrounding development and is not inconsistent with the Planned Development standards set forth in Section 13-15-3 of this Chapter. Each departure shall be specifically stated and approved in the ordinance approving the Planned Development or Planned Development amendment. Any approved departures from the otherwise applicable Zoning Regulations shall not be deemed a nonconformity and shall not require a variation.

Identify each waiver below and if applicable refer to the page(s) of the site development plan that the departure can be found.

Code Section: 13-12.3-C **Relief Sought:** A waiver to reduce the internal parking garage drive aisle from 27 feet wide to 22 feet wide.

RESPONSE: The Applicant requests that the drive aisles within the proposed condominium building's parking garage be 22 feet wide. The 27 feet wide Code requirement for commercial parking garages contemplate "public" garages where most drivers are not familiar with the garage and where there is much heavier traffic. Lucien Lagrange regularly designs "private" parking garages with 22 feet wide (or less) drive aisles in Chicago and its surrounding suburbs and, due to the familiarity the drivers have with the garage and the less intense use of the garage, 22 feet wide drive aisles are sufficient. The proposed parking stalls are 9 feet by 18 feet which is compliant with Oak Brook standards. The City of Chicago permits parking structures with a drive aisle of 20 feet in width and parking stalls sized at 8.5 feet by 18 feet. The City of Chicago also allows for a stall size of 8 feet wide when a drive aisle of 22 feet wide is proposed. The proposed drive aisle for The Butler exceeds the standards of the City of Chicago standards and exceeds the size of many parking garages in the City of Chicago. See pages 2 and 3 of Floor Plan by Lucien Lagrange dated July 20, 2018 and KLOA Traffic Report page 26.

Code Section: 13-7B-2. **Relief Sought:** A waiver to construct a "residential condominium" in the B-2 district.

RESPONSE: The Applicant requests a waiver of the above referenced Code section as the proposed development is entirely comprised of "residential condominiums" which is not a use in the B-2 district. The Village's 2007 CARP has designated the location of The Butler Condominium as a suitable location for what CARP prioritizes as much needed "mixed-use/commercial/multi-family." The Butler Condominium will inject exactly the type of owner-occupied condominium residences that are strongly recommended by formal Village Board-adopted ordinances as a sorely needed prioritized land use. Going further, The Butler Condominium is located precisely at one of the Village Board identified suitable locations where the addition of a high quality residential land use would optimally strengthen the future performance of the retail sales tax engine that makes the Village uniquely independent of municipal property taxes.

(To continue, Copy or retype form and attach additional sheets if necessary)

JUPITER REALTY COMPANY, LLC
"THE BUTLER CONDOMINIUM"
APPLICATION NARRATIVE AND PLANNED DEVELOPMENT
STANDARDS RESPONSE

I. INTRODUCTION.

Jupiter Realty Company, LLC (Developer) is pleased to present "The Butler Condominium", a luxury condominium project for planned development review in conformity with Section 13-15-1 *et seq.* of the Village of Oak Brook zoning regulations. This project, if approved as a planned unit development (PUD), will generate a huge increase in real property taxes (in excess of \$2 million annually) to help fund the applicable taxing bodies, and bring up to 90 high net worth families to Oakbrook Center retail and restaurant campus. The project will also strengthen the retail tax base of the Village (projected to generate in excess of \$100,000 for the Village annually in sales tax) by introducing a high density residential use to the highest intensity commercial SubArea in the Village, and significantly improve the historically deficient local floodplain storage volume for every storm up to a 100-year storm event (creating 560,000 gallons of new flood water storage onsite).

The Butler Condominium project is designed by nationally renowned architect Lucien Lagrange Studio which has designed multiple landmark condominium projects in the City of Chicago including Lincoln Park 2550, Ritz Carlton Residences, Waldorf Astoria Chicago, 840 North Lake Shore Drive, Park Tower, 65 East Goethe, 635 West End, Erie on the Park, Kingsbury on the Park, Pinnacle, Ambassador West, 60 West Erie, 10 East Delaware and Sleepy Hollow (photographs of these projects are attached as **Exhibit A**). Upon approval of the PUD, The Butler Condominium will be the very first Lucien Lagrange Studio design in the Village and will add the prestige of the Lucien Lagrange Studio portfolio to the branding of both the Village and Oakbrook Center as being the most prestigious community and regional retail center in the metropolitan Chicagoland area.

The Butler Condominium will inject exactly the type of owner-occupied condominium residences that are strongly recommended by formal Village Board-adopted ordinances as a sorely needed prioritized land use. Going further, The Butler Condominium is located precisely at one of the Village Board identified suitable locations where the addition of a high quality residential land use would optimally strengthen the future performance of the retail sales tax engine that makes the Village uniquely independent of municipal property taxes. Simply stated, if the Village Board follows the award winning, professionally planned and publicly embraced recommendations of the Plan Commission and prior Village Boards, The Butler Condominium is exactly the right fit for the needs of the Village, and precisely the mixed-use addition needed to strengthen Oakbrook Center at precisely the point in time when the retail land use world reinvents itself in the challenging new reality of online shopping.

II. THE BUTLER CONDOMINIUM.

The Butler Condominium will be a 22-story masonry structure with up to 90 condominium units,¹ 210 indoor and 15 outdoor parking spaces, a health club, several communal spaces, a dog run and multiple elevators. The footprint of the building covers just twenty-five percent of the roughly 2.14-acre site. (See, Layout Plan (C3.0) prepared by V3 Companies). The onsite green space will cover fifty-four percent of the 2.14-acre site which represents a significant increase from the thirty-nine percent permeable surface which exists today. Exquisitely designed landscaping is generously proposed throughout the surface. Each condominium will enjoy oversized patios averaging over 141 square feet per unit. With the exception of the penthouse floors, each floor has six condominium units with an average of approximately 2,000 square feet. Pricing of the smallest units starts in the mid-\$800,000s with the largest non-penthouse units being just over \$2 million. The penthouse floor accommodates two extra-luxurious, exceptional condominiums for the truly discriminating owner seeking breathtaking views of Salt Creek, the County and the City of Chicago to the east. Simply put, The Butler Condominium will be the finest, most luxurious condominium living in all of the collar counties and will rival the most exclusive condominium residences in Chicago which overlook Lake Michigan.

III. PD APPLICATION DOCUMENTS.

The PD Application is supported by the attached project documents.

IV. PENDING LOT 4 SUBDIVISION.

The subdivision of Lot 4 is pending under a separate Subdivision Application.

V. COMPLIANCE WITH PD CODE.

The Village code requires a detailed statement addressing specific categories of information. First, the applicant must demonstrate **compliance** of the proposed planned development with the 2007 Commercial Areas Revitalization Plan (2007 CARP). Second, the applicant must demonstrate how the PUD will meet 20 specific standards enumerated in the Village Planned Development Code (13-15-3).

VI. COMPLIANCE WITH 2007 CARP.

The Village 2007 CARP is the code specified benchmark against which every PUD is measured for "compliance." As reflected on the following Land Use Plan Map (Figure 3), the 2007 CARP has designated the location of The Butler Condominium as a "suitable" location for what the Village plan prioritizes as much needed "mixed-use/commercial/multi-family":

¹ The market will dictate the exact number of final condominiums which might result in fewer, larger units. Parking is provided for 90 units, and the PUD will not exceed this number.

**Village of Oak Brook Commercial Areas Revitalization Plan
Land Use Plan**

Land Use Legend

Single Family Detached Residential	Dining and Entertainment
Single-Family Attached Residential	Hotels and Lodging
Multi-Family Residential (Owner Occupied)	Class A Office
Neighborhood Commercial	Class B Office
Regional Commercial	Public (Semi Public)
Oak Brook Center	Parks and Open Space
	Public Utility



In addition to the Land Use Plan Map, numerous excerpts from the text of the 2007 CARP support development of The Butler Condominium on Lot 4 as detailed hereafter.

1. The text of the 2007 CARP states:

Residential

Residential uses represent the neighborhoods and living areas for Oak Brook residents. Until recently, Oak Brook's residential areas were largely located south of Interstate 88, separated from commercial uses. While done intentionally (the separation of commercial and business uses represent a trend in early suburban development), there is a shift in attitudes and principles that stresses the importance and benefits of connecting residential areas to commercial uses provided they are buffered from any negative impacts. The Land Use Plan strives to protect and reinforce Oak Brook's single family areas, while providing alternative housing options for all stages of life in the form of owner-occupied condominiums as part of mixed use developments. (Ch. 4, Land Use Plan & Policies – Residential).

APPLICANT COMMENT: The Butler Condominium project, coupled with the Citibank Class A office building and Shake Shack restaurant outlots in the Franklin Subdivision, is the quintessential example of the mixed-use defined and prioritized as needed in the 2007 CARP. The Butler Condominium project represents precisely the owner-occupied condominium mixed-use and high-quality architecture desired to "maintain the economic vitality of the commercial areas."

2. The text of the 2007 CARP also states:

Land Use Plan

The Land Use Plan for Oak Brook's commercial area serves as a general guide for **desired location for uses** along Butterfield Road, 22nd Street and **surrounding areas**. The Land Use Plan reflects the Village's long term vision and direction for uses in its Commercial Areas. The Land Use Plan reflects community input, market realities, and sound planning principles.

The Land Use Plan **contributes to maintaining the economic vitality of the commercial areas by:**

- Maximizing the location and access of properties fronting 22nd Street, Butterfield Road, York Road and other commercial streets.
- **Clustering compatible uses.**
- Concentrating commercial land uses in primarily three locations: **Oakbrook Center** and surrounding areas; at the intersection of 22nd Street, Midwest Road, and at the intersection of 22nd Street and York Road.
- Maximizing the value of visibility and exposure to the adjacent Interstates.
- Promoting parcel consolidation and redevelopment to provide larger sites capable of accommodating contemporary office development and corporate campuses.
- **Promoting mixed-use development as a means of providing housing options for residents in all stages of life while at the same time contributing to the critical mass of dining and shopping establishments in the community.**
- Encouraging continued vitality and expansion of Oakbrook Center, including stronger orientation to 22nd Street and IL Route 83 and **incorporation of a residential component.**
- Reinforcing the existing general land use patterns within Oak Brook's commercial areas.

- Reestablishing the desire to provide hotel and lodging options within the community.
- Respecting adjacent uses and the physical features, both natural and man-made.
- Maintaining a wide array of office types capable of providing incubator spaces for small businesses and large campuses for international corporations.
- Identifying “gateway” redevelopment at key intersection.
- Better connecting access from Oak Brook’s residential areas to its commercial areas. (Ch. 4, Land Use Plan & Policies – Land Use Plan).

APPLICANT COMMENT: The Butler Condominium and its prestigious Lucien Lagrange Studio design will deliver up to 90 high net worth new residents to Oakbrook Center SubArea in walking distance to the retail stores within Oakbrook Center, as well as the largest cluster of dining establishments in this SubArea. It would be hard to imagine a location where luxury condominiums could more perfectly serve to strengthen the critical mass of dining and shopping.

3. The text of the 2007 CARP also states:

Mixed-Use

The Clearwater Development at York Road and 22nd Street will be the Village’s first significant mixed-use development. The building and site feature ground floor stores and restaurants, a hotel, health club and a 15-story condominium tower. As residents in the community move into different stages of their lives, mixed-use developments can address their desire or need to downsize, while continuing to live within the Oak Brook community. Providing both shopping and residential opportunities, accommodating additional mixed-use development should be a priority of the Village in the interest of the long-term vitality of Oak Brook’s commercial areas. (Ch. 5, Commercial & Office Plan – Mixed-Use).

APPLICANT COMMENT: It cannot be repeated too often or with too much emphasis. If the Village wants to strengthen the economic vitality of its commercial properties,

including Oakbrook Center, the addition of owner-occupied condominiums should be a priority.

4. The text of the 2007 CARP also states:

Residential Plan & Policies

This plan does **not** address the Village's existing Residential Subdivisions or Zoning. Instead, **the Residential Areas Plan [of the 2007 CARP] is the Village's long range plan and policies for adding residential uses into its commercial areas.** Historically, Oak Brook's commercial areas have consisted of office and retail uses that have been separated by Interstate 88, Interstate 294, along with other roads and natural/man made features of Oak Brook's residential areas. **The Residential Plan identifies areas suitable for residential uses which will primarily be comprised of mixed use buildings consisting of ground floor commercial uses with owner occupied units above.** (Ch. 6 Residential Areas Plan ~ Residential Plan & Policies).

APPLICANT COMMENT: The 2007 CARP does not threaten any of the single-family enclaves or neighborhoods anywhere in the Village. The 2007 CARP specifically restricts future multi-family residential and condominium mixed-use to the commercial areas of the Village. The site of The Butler Condominium is specifically called out to be "suitable" for condominium by designation in the Land Use Plan.

5. The text of the 2007 CARP also states:

Residential Plan & Policies

The public outreach activities undertaken as part of the planning process identified a desire by Village residents to be able to remain within the Village of Oak Brook throughout their entire lives. The current residential development patterns of the Oak Brook community consists of residential enclaves comprised of large-lot single-family homes. **As the residents of Oak Brook age and move into different stages of life (i.e. empty nesting), their options to remain within the community are limited should they choose, or be unable, to maintain a large lot and home.**

- **The desire to provide residential uses within Oak Brook's commercial areas is supported by the market study conducted as part of this planning assignment, which**

concluded that there is a strong market for condominiums and multi-family type uses, and that there is a lack of supply within the marketplace. (Ch. 6, Residential Areas Plan – Residential Plan and Policies).

APPLICANT COMMENT: The Butler Condominium project is consistent with the public outreach and consistent with and supported by the Village's own market study. It will also help to alleviate the lack of supply of residential at a site specifically identified to be suitable for that use.

6. The text of the 2007 CARP also states:

The Residential Areas Plan and Policies responds to the market indicators and achieves the Village's desire by:

- **Maximizing opportunities for mixed-use development for areas less suited for purely office or retail development.**
- Strengthening connections to natural features and community designations.
- **Separating residential and mixed use developments from highway and other uses considered less desirable for a residential environment.**
- Establishing development guidelines to **ensure high quality development that contributes and furthers Oak Brook's prestige and reputation.**
- Locating residential uses **adjacent to more environmentally sensitive or scenic areas.**
- **Utilizing mixed use development as a means of buffering existing residential development.**
- **Clustering compatible land uses to reduce dependency on the automobile and to foster a synergy among uses. (Ch. 6, Residential Areas Plan – Residential Plan and Policies).**

APPLICANT COMMENT: The proposed Butler Condominium meets the residential areas planning policies of the 2007 CARP by:

- a. Selecting a location "suitable" for mixed-use.

- b. Selecting a commercial site less suitable for pure retail.
 - c. Selecting a location separated from "highway" including both 22nd Street and I-88.
 - d. Providing architecture and landscape which contribute positively to the prestige and reputation of the Village.
 - e. Selecting a location that buffers existing condominiums from pure retail and office.
 - f. Selecting a location overlooking Salt Creek.
 - g. Clustering condominiums near existing condominiums.
7. The text of the 2007 CARP also states:

Mixed Use Development

The Land Use Plan clusters mixed use developments around the intersection of York Road and 22nd Street; Salt Creek; and, Oakbrook Center. Mixed use development will play an important role in assisting Oak Brook in realizing its vision for its commercial areas. Mixed use developments will afford the community with a place to live, along with providing shops, restaurants and experiences as part of a single development. Mixed use developments also contribute to the reduction of vehicle trips and assist in creating a more pedestrian friendly environment. By nature, mixed use development will diversify the land use mix within Oak Brook's commercial areas, and strengthening the economic vitality of the community.

The Clearwater Development at York Road and 22nd Street will be the Village's first significant mixed-use development. The buildings and site feature ground floor stores and restaurants, a hotel, health club and a 15-story condominium tower. Additional mixed use development should be similar in nature, and strive to provide a wide range of uses and experiences to its residents and visitors. (Ch. 6, Residential Areas Plan – Mixed Use Development).

APPLICANT COMMENT: The Butler Condominium should be recognized as presenting exactly the right high-end architecture wanted by the 2007 CARP, at one of the locations identified to be suitable. It is in close proximity to both retail and dining, while

simultaneously enhancing pedestrian transit as a substitute for vehicular traffic. It will further buffer the Oak Brook Club from more retail or office. The quality of Lucien Lagrange Studio design speaks for itself.

8. The text of the 2007 CARP also states:

Residential Development Policies

- All multi-story mixed use and multi-family developments within Oak Brook's commercial areas should provide **covered parking for residents**. Parking can be provided in an attached parking structure, at-grade (completely enclosed) or below grade. Parking for guests and commercial uses of the development can be provided for with at-grade surface parking.
- Parking for residential units should be provided **at a ratio of 2.25-2.5** spaces per unit, with two spaces allocated for each dwelling unit, and the remainder reserved for guest parking. When supported by a detailed parking and traffic study, mixed-use developments should reduce the amount of parking in-lieu of opportunities for shared parking arrangements between active daytime uses (office, commercial service) and evening uses (residential, restaurants). (Ch. 6, Residential Areas Plan – Residential Development Policies).

APPLICANT COMMENT: Covered parking for The Butler Condominium is provided and meets the recommended numbers set forth in the 2007 CARP.

9. The text of the 2007 CARP also states:

Residential Development Policies

- **Mixed use and multi-family developments should be located adjacent to natural features** and take advantage of prominent views to natural areas, including **Salt Creek**, Butler National Golf Course, and other open space and park areas.
- **Residential developments should have strong pedestrian connections to adjacent development** and nearby destinations. Connections to the sidewalk system, regional trail network **and to adjacent commercial areas** will assist in reducing overall trip generation.

- **Mixed use and residential projects should include amenities** associated with high end residential developments, including common gardens and open space, recreation amenities, meeting rooms, etc. Common open space should be attractively landscaped and provide amenities for passive recreation.
- Mixed use developments should consider the day-to-day shopping and service needs of their residents. Convenience retail and service uses, including grocery, laundry, personal care, dry cleaning etc. should be incorporated appropriately.
- **Multi-story residential buildings should contain a mix of dwelling units**, with varying types, sizes and floor plans to accommodate residents in all stages of life.
- **Lighting within mixed use and residential development should be kept to a minimum.** Commercial uses should respect the residential nature of the floors above, and minimize lighting, noise and other impacts that could negatively affect residential living. (Ch. 6, Residential Areas Plan – Residential Development Policies).

APPLICANT COMMENT: The Butler Condominium is proposed at a location which maximizes pedestrian access to retail and dining, while simultaneously providing excellent views of Salt Creek.

10. The text of the 2007 CARP also states:

Oakbrook Center SubArea Plan

The opportunity of Oakbrook Center [this SubArea includes The Butler Condominium site] to expand and contribute to the reinvestment and redevelopment **lies within its surface parking lots.** (Ch. 9, SubArea Plans - Oakbrook Center SubArea Plan, Opportunity Sites (text on Figure 26)).

APPLICANT COMMENT: Consistent with the text of the 2007 CARP, The Butler Condominium is to be built upon a surface parking lot.

11. The text of the 2007 CARP also states:

Completion of Oak Brook's new Commercial Areas Revitalization Plan is only the first step, not the last. The Revitalization Plan sets

forth an agreed-upon action plan for the next ten to twenty-five years. It is the product of considerable effort on the part of the Commercial Revitalization Task Force, Village staff, Plan Commission, Zoning Board of Appeals, and Village Board, with substantial inputs from residents and the business community. The final Revitalization Plan represents the consensus of all involved. The Village and its leaders have expressed a commitment to implement the Plan to promote economic development and revitalization within the study area. (Ch. 10, Implementation).

APPLICANT COMMENT: The 2007 CARP (adopted in 2008) is to be valid for a minimum of 10 years and for as many as 25 years. The 2007 CARP is a consensus plan of action which represents years of considerable effort. The Butler Condominium Applicant has followed the official plan and the consensus vision of the Village in making this submittal.

12. The text of the 2007 CARP also states:

1. *Adopt the Plan.* The Commercial Areas Revitalization Plan should become the Village of Oak Brook's official policy guide for improvement and development within the commercial areas of the Village. It is essential that the Plan be adopted by the Village Board and then used on a regular basis by Village staff, boards, and commissions to review and evaluate all proposals for improvement and development within the community. (Ch. 10, Implementation – Administrative Actions).

APPLICANT COMMENT: The Butler Condominium PUD application and mixed-use condominium proposal is exactly the right land use at one of the specifically identified locations where the 2007 CARP calls upon the current Village Board and staff to follow the plan.

VII. COMPLIANCE WITH PLANNED DEVELOPMENT STANDARDS.

As noted above, in addition to demonstrating compliance with the 2007 CARP, Applicant must also demonstrate how the PUD will meet 20 specific planned unit development standards enumerated by the Village (13 General Design Standards and 7 Additional Standards; Section 13-15-3 of the Village zoning regulations). Applicant submits The Butler Condominium is in compliance with all 20 standards as detailed hereafter.

A. **13 General Design Standards.**

1. **Commercial Areas Revitalization Master Plan:** The planned development shall not be inconsistent with the *planning policies, goals, objectives, and provisions* of the village's commercial areas revitalization master plan. A planned development must also not be inconsistent with the *intent and spirit* of the village of Oak Brook comprehensive plan.

RESPONSE: Applicant's statement and advocacy demonstrating **compliance** with the 2007 CARP as required under Section 13-15-6 is set forth in Section VI herein. Applicant readopts the advocacy of Section VI to address how The Butler Condominium is also consistent with the **planning policies, goals, objectives, and provisions** of the 2007 CARP.

This statement also calls upon Applicant to show that the project will "not be inconsistent with" the 1990 Comprehensive Plan, but does **not** require an analysis of the planning policies, goals, objectives and provisions of the 1990 Comprehensive Plan. Rather, Applicant must only avoid inconsistency with the "**intent**" and "**spirit**" of the 1990 Comprehensive Plan.

This PD standard is further regulated by the ordinance adopting the 2007 CARP which "repealed" any portion of the 1990 Comprehensive Plan in conflict with the 2007 CARP. The self-described **intent** of the 1990 Comprehensive Plan specifically states that the recommendations of the 1990 Comprehensive Plan were "**intended**" to be valid only through 2010.

Suffice it to say that any portion of the 1990 Comprehensive Plan that survived the repeal ordinance is, by operation of law, **not in conflict** with the 2007 CARP. As a result, neither the surviving "**spirit**" or "**intent**" of the 1990 Comprehensive Plan is in conflict with the 2007 CARP. Beyond that, it is difficult to clearly comprehend the **spirit and intent** of a plan whose recommendations were **intended** to be valid only for 20 years.

Notwithstanding, Applicant submits that the 1990 Comprehensive Plan, like the 2007 CARP, was a collaborative effort predicated in no small part upon stakeholder and resident participation and input. **Compliance** with the 2007 CARP is an actual **requirement** of the requested PUD, and this **compliance** advocacy demonstrates in detail that The Butler Condominium is: (i) precisely the mixed-use owner-occupied condominium needed; (ii) it is being done at precisely a location deemed suitable by the Village; and (iii) has received nearly unanimous accolades for architecture at a location where it will have an optimal beneficial impact on Oakbrook Center. Surely these facts must be consistent with whatever "**spirit**" and "**intent**" portion of the 1990 Comprehensive Plan survives repeal and the passage of time.

2. **Public Welfare:** The Planned Development shall be designed, located, and proposed to be operated and maintained so that it will not impair an adequate supply of light and air to adjacent property and will not substantially increase the danger of fire or otherwise endanger the public health, safety and welfare.

RESPONSE: At 22 stories, The Butler Condominium will be roughly 286 feet in height, inclusive of mechanics. The B-2 zoning district has no height limitation, so any of the properties to the south or west could also develop to 22 stories or more.

To the northwest is the Oak Brook Club which contains 315 condominiums and constitutes one of the highest density residential developments in the Village. The Oak Brook Club was developed in the 1970's and annexed to the Village in 1986.

In 1986, the Oakbrook Terrace Tower was developed immediately adjacent to the Oak Brook Club at a height of 30 stories and 425 feet, exclusive of mechanicals. FAR for the Oakbrook Terrace Tower is 1.0. Despite the Oakbrook Terrace Tower being more than 140 feet taller than The Butler Condominium, the assessed values of the immediately adjacent Oak Brook Club condominiums have steadily increased since 1986. In addition, most of the current Oak Brook Club residents knowingly elected to purchase their condominiums after the 30-story tower was built next door. In sum, despite an immediately adjacent structure being over 400 feet tall, the height of that structure has not detrimentally impacted property values, nor has it impaired adequate light or air for the Oak Brook Club.

Applicant has met with the Village Fire Department, and has incorporated the plan details requested by the Village Fire Department to maximize fire safety.

3. **Impact on Other Property:** The Planned Development shall not be unnecessarily injurious to the use or enjoyment of other property in the neighborhood for the purposes permitted pursuant to the applicable zoning district, shall not prevent the normal and orderly development and improvement of surrounding properties for permitted uses, shall not be inconsistent with the community character of the neighborhood, shall not alter the essential character of the neighborhood, and shall not substantially diminish or impair property values within the neighborhood, or be incompatible with other property in the immediate vicinity. The uses permitted in a Planned Development must be of a type and so located so as to exercise no undue detrimental influence upon surrounding properties. The Planned Development must also address compliance with the Village's noise, lighting, and other performance standards.

RESPONSE: A luxury condominium building is highly compatible with the only other existing condominium complex in the Village. The 2007 CARP establishes that adding further owner-occupied condominiums at a site the Village has identified as "suitable" for

such use, will have a beneficial impact on the neighboring dining and shopping land uses. In addition, the 2007 CARP recommends the clustering of similar uses as being beneficial land use policy.

The synergy of adding luxury owner occupied condominiums adjacent to Oakbrook Center will strengthen the retail and dining establishments in the mall and surrounding Village area.

4. **Impact on Public Facilities and Resources:** The Planned Development shall be designed so that adequate utilities, road access, drainage, and other necessary facilities will be provided to serve the development. The Planned Development shall include such impact donations as may be reasonably determined by the Corporate Authorities. The required impact donations, including, without limitation, obligations under the Village's subdivision regulations, shall be calculated in reasonable proportion to the impact of the Planned Development on public facilities and infrastructure to the extent permitted by law.

RESPONSE: The intersection of 16th Street and Spring Road will unquestionably require infrastructure modification. This intersection has confronted known design deficiencies since 1986 when the developer of the Oakbrook Terrace Tower offered to pay for the cost of rebuilding the intersection. Applicant agrees to the payment of impact donations for the needed improvements calculated in reasonable proportion to the impact The Butler Condominium will have, and consistent with Illinois law.

5. **Archaeological, Historical or Cultural Impact:** The Planned Development shall not substantially and adversely affect a known archaeological, historical, or cultural resource located on or off of the parcel proposed for development.

RESPONSE: Not applicable. See Phase I Environment Site Assessment Report.

6. **Parking and Traffic:** The Planned Development shall have or make adequate provision to provide ingress and egress to the proposed use in a manner that minimizes traffic congestion in the public streets, provides appropriate cross access to adjacent properties and parking areas, and provides adequate access for emergency vehicles.

RESPONSE: Agreed. See civil engineering and traffic report.

7. **Adequate Buffering:** The Planned Development shall have adequate landscaping, public open space, and other buffering features to protect uses within the development and surrounding properties.

RESPONSE: Agreed. See site plan, layout plan and landscape plan.

8. **Signage:** Signage on the site of the Planned Development shall generally be in conformity with the Village's Sign Regulations (Chapter 11 of the Zoning Regulations), except as may otherwise be specifically provided in the ordinance approving a Planned Development.

RESPONSE: Agreed.

9. **Ownership/Control Area:** The site of the Planned Development must be under ownership and/or unified control of the applicant.

RESPONSE: See ownership and Co-Applicant Franklin 1900 Spring Road LLC disclosure.

10. **Need:** A clear showing of need for the Planned Development must be made by means of an economic feasibility, land utilization and marketing study.

RESPONSE: See the advocacy set forth in Section VI herein and the unequivocally clear statement of need and market demand adopted by the Village in the 2007 CARP.

11. **Compliance with Subdivision Regulations and Plat Act:** All Planned Developments, whether or not they are by definition subject to the Village's subdivision regulations or the Illinois Plat Act, shall comply with all standards, regulations and procedures of the Village's subdivision regulations and the Plat Act except as is expressly provided otherwise in this Chapter, or as otherwise provided by the Corporate Authorities pursuant to the ordinance approving the Planned Development, or the applicable sections of the Village's subdivision regulations.

RESPONSE: Agreed. See Subdivision Application.

12. **Covenants and Restrictions to be Enforceable by Village:** All covenants, deed restrictions, easements, and similar restrictions to be recorded in connection with the Planned Development shall provide that they may not be modified, removed, or released without the express consent of the Corporate Authorities and that they may be enforced by the Village as well as by future landowners within the proposed development.

RESPONSE: Agreed. A Plat of Condominium and compliance with the Illinois Condominium Act will be a condition of the PUD.

13. **Security and Site Control:** The Planned Development shall include the plans necessary to describe, establish, and maintain appropriate property and building

security and site control measures for the Planned Development and the property on which the Planned Development is located. These plans shall also include measures to prevent adverse impacts on neighboring properties.

RESPONSE: Agreed. See plans and letter from Jerry Ong, Jupiter Realty Company, LLC.

B. 7 Additional Standards.

1. **Integrated Design:** A Planned Development shall be laid out and developed as a unit in accordance with an integrated overall design. This design shall provide for safe, efficient, convenient and harmonious grouping of structures, uses and facilities, and for appropriate relation of space inside and outside buildings to intended uses and structural features.

RESPONSE: Agreed. See plans.

2. **Beneficial Common Open Space:** Any common open space in the Planned Development shall be integrated into the overall design. These open spaces shall have a direct functional or visual relationship to the main building(s) and shall not be of isolated or leftover character.

The following would not be considered usable common open space:

- a. Areas reserved for the exclusive use or benefit of an individual tenant or owner.
- b. Dedicated streets, alleys and other public rights-of-way.
- c. Vehicular drives, parking, loading and storage areas.
- d. Irregular or unusable narrow strips of land.

RESPONSE: Agreed. See plans and the proposed increase of open space being accomplished as part of the project.

3. **Functional and Mechanical Features:** Exposed storage areas, trash and garbage retainers, exposed machinery installations, service areas, truck loading areas, utility buildings and structures, and similar accessory areas and structures shall be accounted for in the design of the Planned Development and made as unobtrusive as possible. These features shall be subject to such setbacks, special planting or other screening methods as shall reasonably be required to prevent their being incongruous with the existing or contemplated environment and the surrounding properties.

RESPONSE: Agreed. See plans.

4. **Visual and Acoustical Privacy:** The Planned Development shall provide reasonable visual, and acoustical privacy. Fences, insulations, walks, barriers and landscaping shall be used as appropriate for the protection and aesthetic enhancement of property and the privacy of its occupants, screening of objectionable view or uses, and reduction of noises.

RESPONSE: Agreed. See plans.

5. **Energy Efficient Design:** A Planned Development shall be designed with consideration given to various methods of site design and building location, architectural design of individual structures, and landscaping design capable of reducing energy consumption within the Planned Development. The applicant will be encouraged, to the extent feasible, to obtain Leadership in Energy and Environmental Design ("LEED") certification for the project. A Planned Development applicant may also undertake the following:
 - a. Having at least one member of the applicant's project team be a "LEED Accredited Professional" -- a person who has received the LEED Accredited Professional designation from the United States Green Building Council ("USGBC"), the Green Building Certification Institute, or another entity authorized by the USGBC to grant that designation.
 - b. Having its application materials include a "LEED Checklist" developed by the U.S. Green Building Council indicating the credits pursued and total points anticipated for a project under the most appropriate LEED rating system, in consultation with the Director of Community Development.

RESPONSE: Jupiter is using a design criteria that includes energy efficient building systems and building enclosure. In addition, the amenity deck and site are extensively landscaped. This approach standardly results in a building equivalent to a LEED certified project.

6. **Drives, Parking and Circulation:** Principal vehicular access shall be from dedicated public streets, and access points shall be designed to encourage smooth traffic flow with controlled turning movements and minimum hazards to vehicular or pedestrian traffic. With respect to vehicular and pedestrian circulation, including walkways, interior drives and parking, special attention shall be given to location and number of access points to the public streets, width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic, adequate provision for service by emergency vehicles, and arrangement of parking areas that are safe and convenient, and

insofar as feasible, do not detract from the design of proposed buildings and structures and the neighboring properties. To the extent practical, Planned Developments shall provide connections to and from existing bike and walking paths so as to ensure a continuous route without gaps or disconnections.

RESPONSE: Agreed. See plans.

- 7. Surface Water Drainage: Special attention shall be given to proper site surface drainage so that removal of surface waters will not adversely affect neighboring properties or the public storm drainage system. Surface water in all paved areas shall be collected at intervals so that it will not obstruct the flow of vehicular or pedestrian traffic.**

RESPONSE: Agreed. See plans and permitting submittals included in the Stormwater Management Application filed for the project.

EXHIBIT C

PDC RECOMMENDATION

*Page
Village of Oak Brook*



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

December 5, 2018

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

Subject: Case No: 2018-16-ZO-PUD – Jupiter Realty Company, LLC, Applicant/Developer and
Franklin 1900 Spring Road, LLC, Property Owner – 1900 Spring Road – 22-Story
Residential Condominium Building – Planned Development

Dear Village President and Board of Trustees:

Background

On November 12, 2018, the Planned Development Commission held the required public hearing and completed its review and deliberations on an application from Jupiter Realty, Developer and Contract Purchaser of the subject property located at 1900 Spring Road, seeking approval of a planned development to construct a 22-story residential condominium building with up to 90 dwelling units on a 2.14-acre lot that currently contains a parking lot. The property is zoned B-2, Regional Shopping Center District.

The applicant provided a presentation on the proposed project before the President and Board of Trustees on July 10, 2018 and comments were made by the Village Board. The application moved forward pending a thorough review and recommendation by the Planned Development Commission.

The applicant was required by the Development Services Director to hold a neighborhood meeting to review the project with the neighbors to discuss the project and obtain feedback from the public. On September 27, 2018, the applicant conducted this meeting and a written summary of the meeting is located within the application binder. The applicant also provided a video of the meeting for review and reference purposes.

Specifically, this planned development will consist of a 22-story masonry building with up to 90 residential dwelling units, 225 indoor parking spaces, a health club, several communal spaces, landscaping, an exterior dog run and surface parking.

Waivers and Variations: The Planned Development process allows an applicant to request waiver of and variations from Village zoning laws that are necessary for the construction of the desired project. The following waivers and variations were requested.

1. Section 13-7B-2 to permit and allow residential condominiums in the B-2 Regional Shopping Center District. Residential and mixed use land uses are not currently identified as permitted or permitted special uses in this zoning district.

2. Section 13-7B-3A to increase the floor area ratio (FAR) from 0.50 to 0.99. The FAR is the numerical value obtained by dividing the floor area within a building or buildings on a lot by the area of the lot. The FAR as designed in each district, when multiplied by the lot area in square feet, shall determine the maximum permissible floor area for the building or buildings on the lot. The FAR which has been calculated for the subdivision includes the Citibank office building, Shake Shack restaurant, vacant restaurant outlot and the subject property (for Jupiter Realty's project).
3. Section 13-7B-3B.1.b to decrease the setback from the right-of-way of Spring Road from 80 feet to a minimum of 54 feet for the building setback and 27 feet for the motor court piers.
4. Section 13-12-3.C to reduce the internal parking garage drive aisles from 27 feet wide to 22 feet wide.

Public Comment

All interested parties were notified of the public hearing. The hearing was well-attended with residential and commercial neighbors speaking in support of the request and residential neighbors primarily from the Oak Brook Club speaking in opposition to the request. Concerns were raised primarily in regards to the floodplain issues, increased traffic, signalization, the height of the building, and at the wrong location and not right for Oak Brook. Support for the project was primarily based on the need expressed from residents for high-end additional living options for those seeking to downsize and remain in Oak Brook, bringing residents into a mixed use development, the high-end architecture and keeping Oak Brook competitive.

Although concerns were raised regarding the floodplain/floodway, no new information was provided by those opposing the project. The Commission thoroughly reviewed this issue and noted many approvals and permits are required by FEMA, Army Corp, IDNR, DuPage County and the Village prior to any development on the property. The Village Engineer also noted that the property would have more green space and detention than what exists and the project would not have a negative impact on flooding when design and permits are approved. The Village Attorney also opined on the issue

The Commission also reviewed and discussed the height and design of the proposed building.

Planned Development Recommendation

The standards for a planned development were addressed as part of the presentation at the public hearing and were also addressed in detail in writing at Tab 4 of the binder/case file.

By a vote of 5 to 0, the Planned Development Commission found that the applicant had addressed all of the required planned development standards and unanimously recommended approval of the proposed project subject to the following conditions:

GROUP EXHIBIT D

PLANS

*Page
Village of Oak Brook*

December 5, 2018
Village President, Board of Trustees
RE: Case No. 2018-16-ZO-PUD –Jupiter/Franklin
22-Story Condominium Building – Planned Development
Page 3

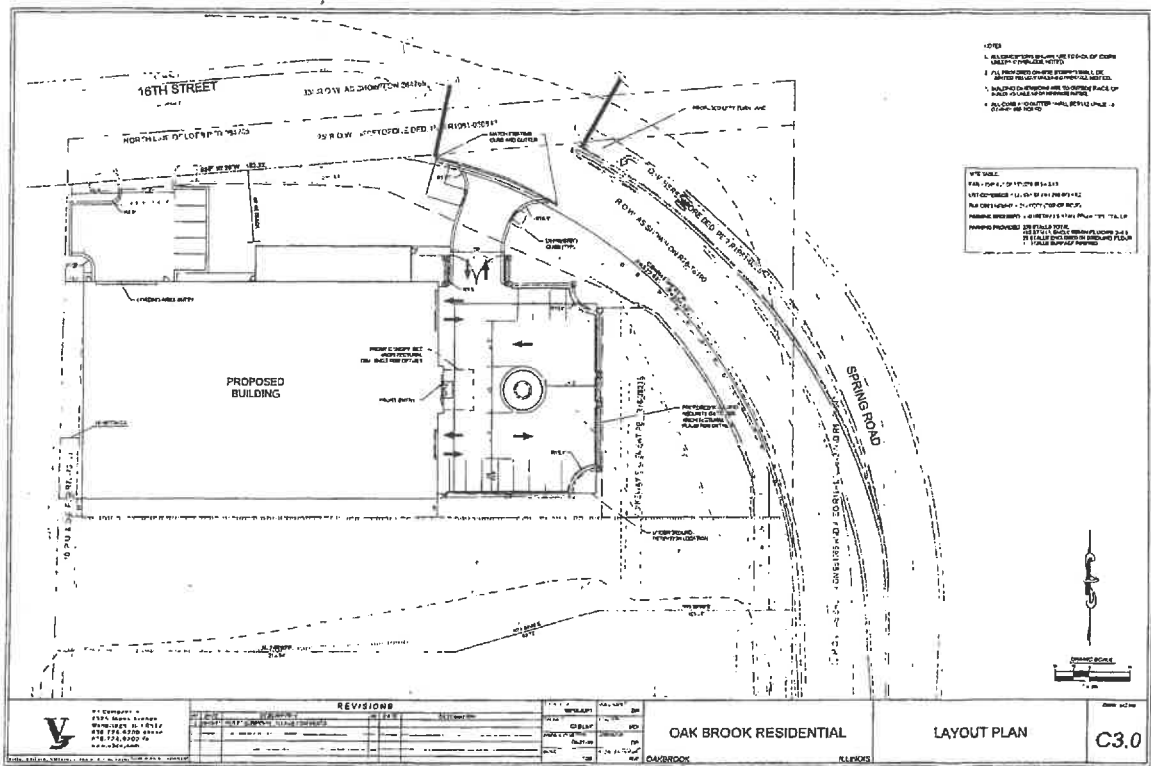
1. The development shall be in substantial conformance with the approved plans including the above-described requested waivers and variations from the Village Code for the 22-story condominium with up to 90 units, including all listed waivers and variations.
2. Establish a dormant Special Service Area Document (SSA) to include maintenance and protect the Village from water issues requirements of the condominium association to maintain the storm water facilities.
3. Staff to review and approve the issue with the entrance gates.
4. Increase the radius for the right turn lane.
5. Developer to pay fair share of the right turn lane and signal at intersection if warranted (25-50 percent) and to check with Oakbrook Terrace for their interest in contribution.
6. Provide details of the 42-inch high fence on the landscape plan and approval by Development Services.
7. Signage is to comply with Village Code.
8. Prohibition of semi-tractor trailers in the loading zone.
9. No rental of parking spaces.
10. The landscape plan is to be revised and approved by Village Staff prior to the issuance of a building permit.
11. Compliance with all other Village Ordinance requirements at time of building permit application except as specifically varied or waived.

Very truly yours,

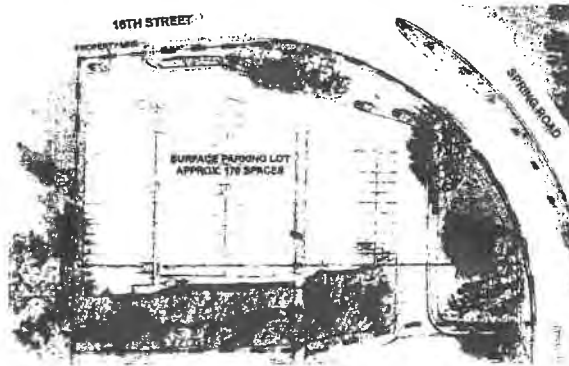


Marcia Tropinski
Chairwoman
Plan Commission

Exhibit D1

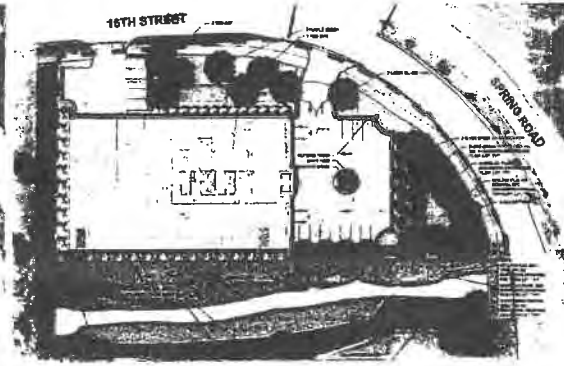


EXISTING SITE CONDITIONS:



TOTAL SITE AREA: 93,235 SF
 SOFTSCAPE AREA: 32,490 SF (35% TOTAL SITE AREA)
 HARDCAPE AREA: 60,745 SF (65% TOTAL SITE AREA)

PROPOSED SITE CONDITIONS:



TOTAL SITE AREA: 93,235 SF
 SOFTSCAPE AREA: 49,825 SF (53.5% TOTAL SITE AREA)
 HARDCAPE AREA: 43,410 SF (46.5% TOTAL SITE AREA)

LUCIEN LAGRANGE



Fasano
Development

Site Plan Comparison
 The Butler Condominium

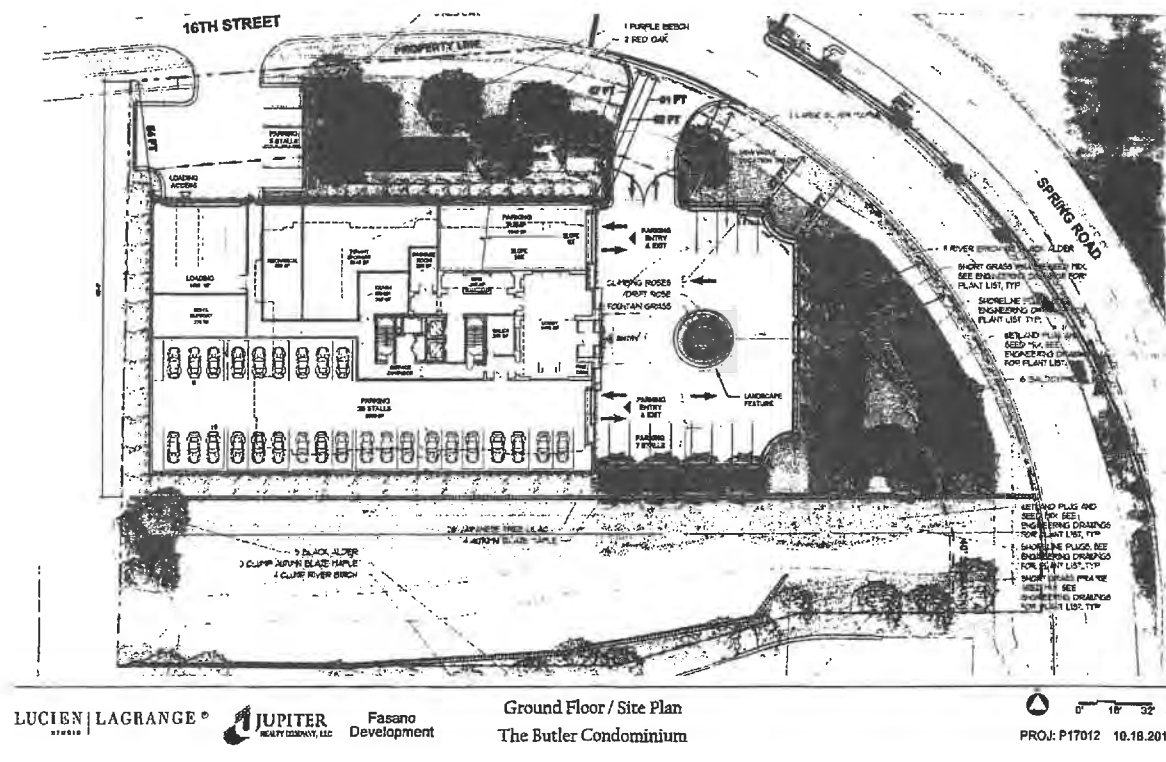


0' NTB

PROJ: P17012 09.27.2018

15

Exhibit D2

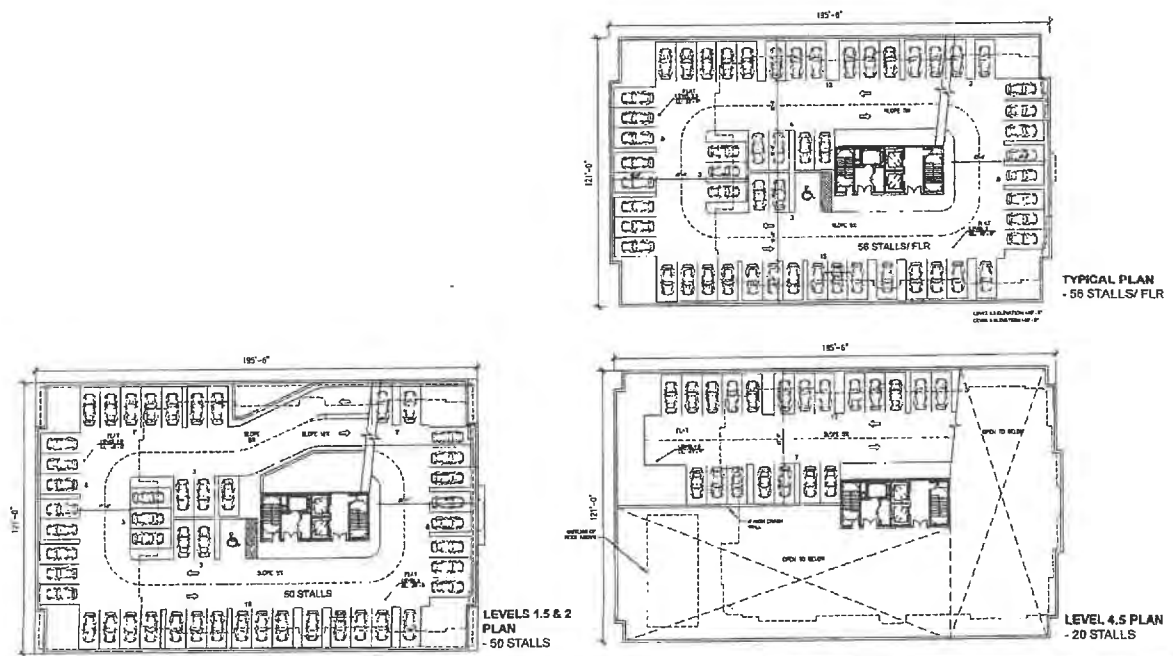


LUCIEN | LAGRANGE

JUPITER
REALTY COMPANY, LLC

Fasano
Development

Ground Floor / Site Plan
The Butler Condominium



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STUDIOS

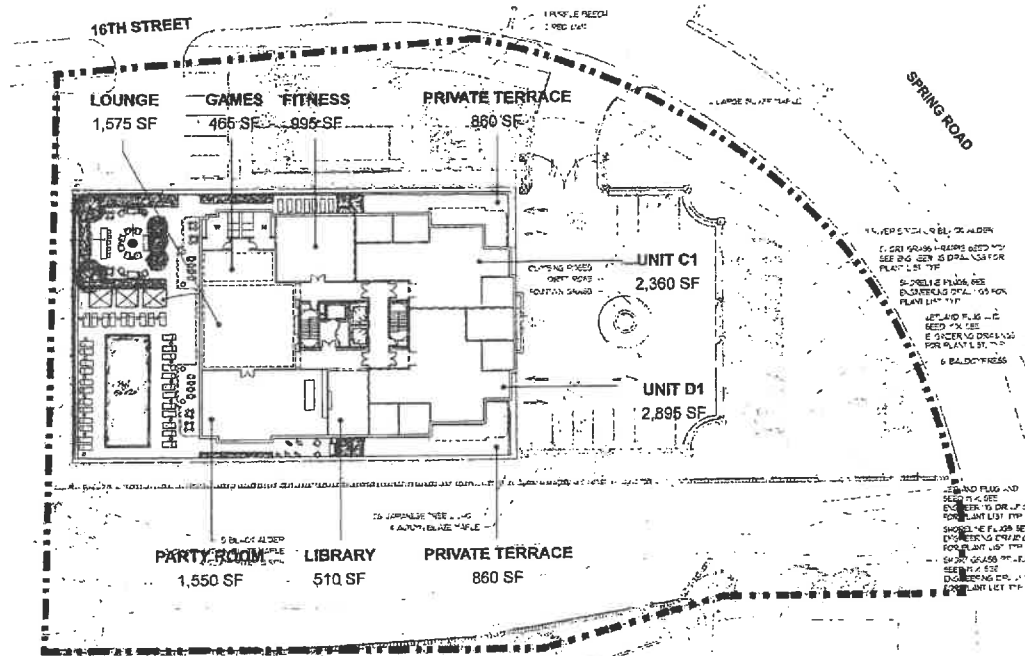
JUPITER
REALTY COMPANY, LLC

Fasano
Development

Parking Floors
The Butler Condominium

0' 16' 32'

PROJ: P17012 09.27.2018
10



LUCIEN LAGRANGE
117010

JUPITER
REALTY GROUP, LLC

Fasano
Development

Amenity Floor Plan
The Butler Condominium



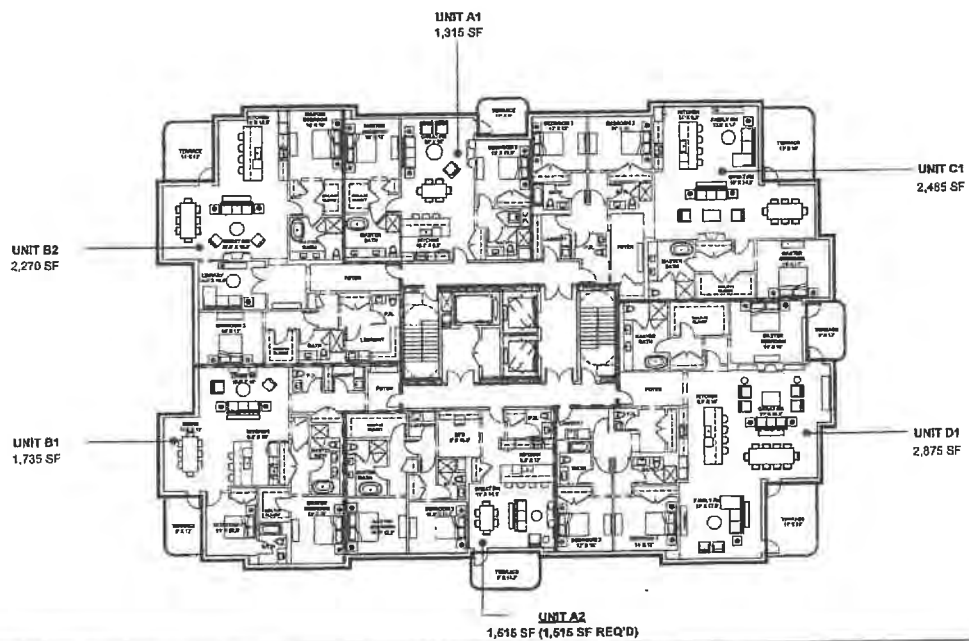
DANIEL WEINBACH & PARTNERS, LTD.
ARCHITECTS



0' 16' 32'

PROJ: P17012 09.27.2018

11



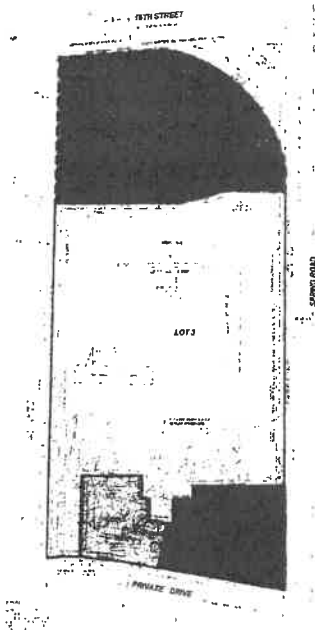
LUCIEN LAGRANGE®
678-710

JUPITER
REALTY GROUP, LLC

Fasano
Development

Typical Condominium Plan
The Butler Condominium

0' 8' 16'
PROJ: P17012 09.27.2018
12



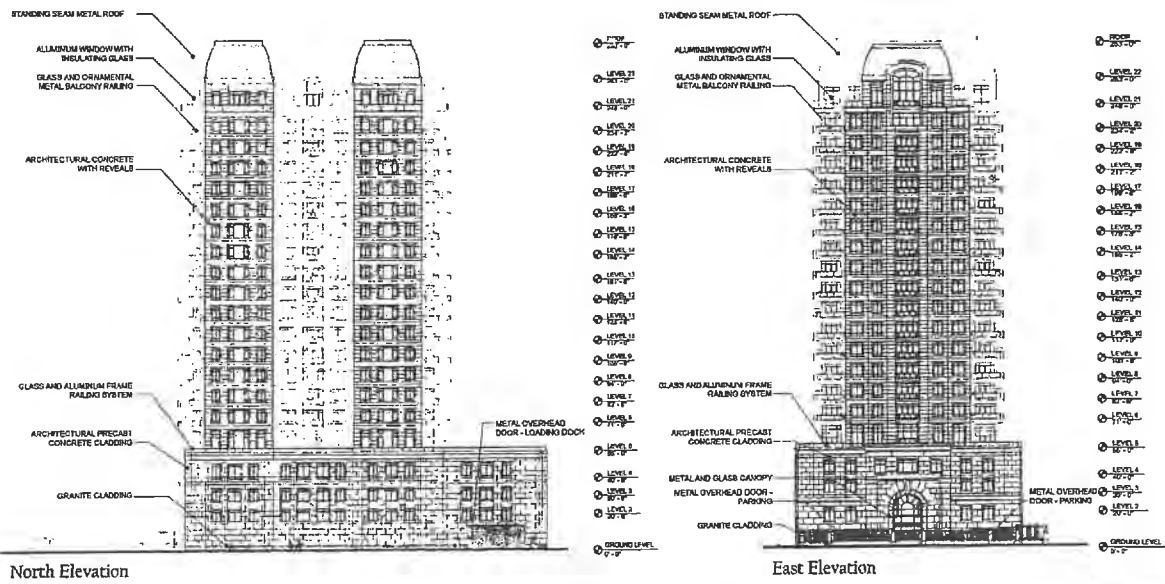
Existing Parcel FAR Takeoff:

Lot #	Site Area (sf)	FAR area (sf)	FAR
1	16,890	4,000	0.21
3	220,773	110,857	0.50

Total 367,104 364,353 0.99

* Lot 1 is not yet built out. When the building is completed, the total FAR area will not exceed 4000 sf.

Exhibit D3



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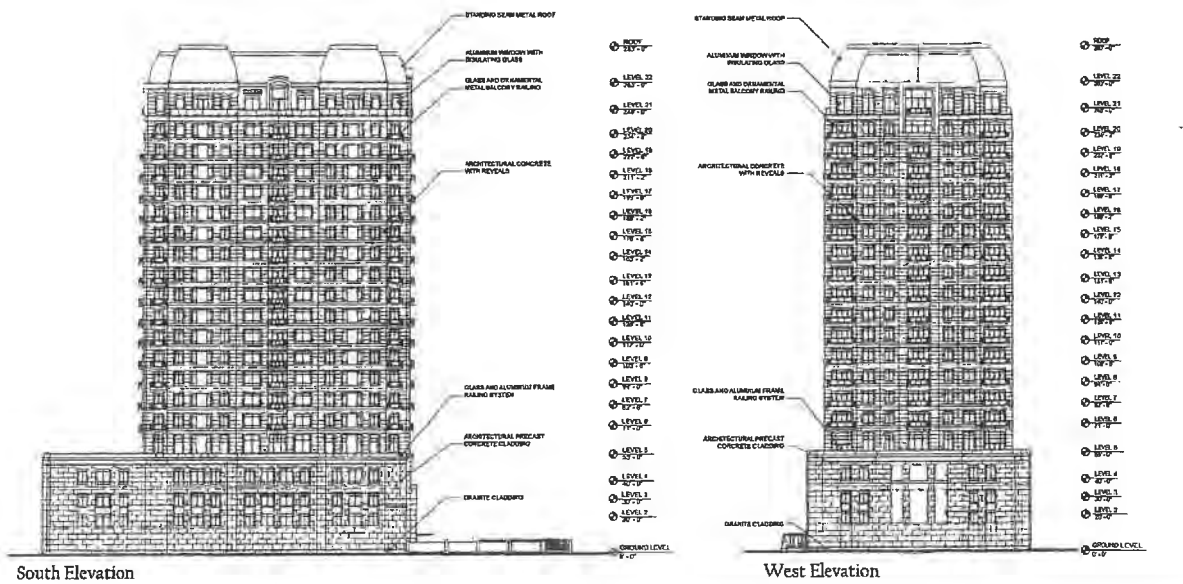
JUPITER REALTY COMPANY LLC

Fasano Development

Exterior Elevations
The Butler Condominium

PROJ: P17012 09.27.2018

13



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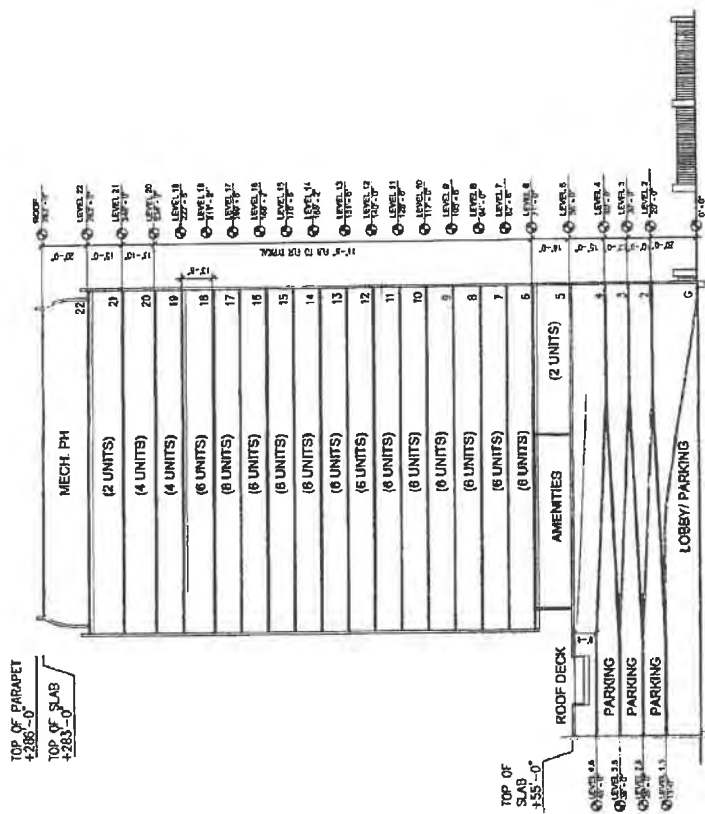
JUPITER
REALTY COMPANY, LLC

Fasano
Development

Exterior Elevations
Oak Brook Residential

0' 20' 40'
PROJ: P17012 07.20.2018

10




 0' 20' 40'
 PROJ: P17012 07.20.2018
 11

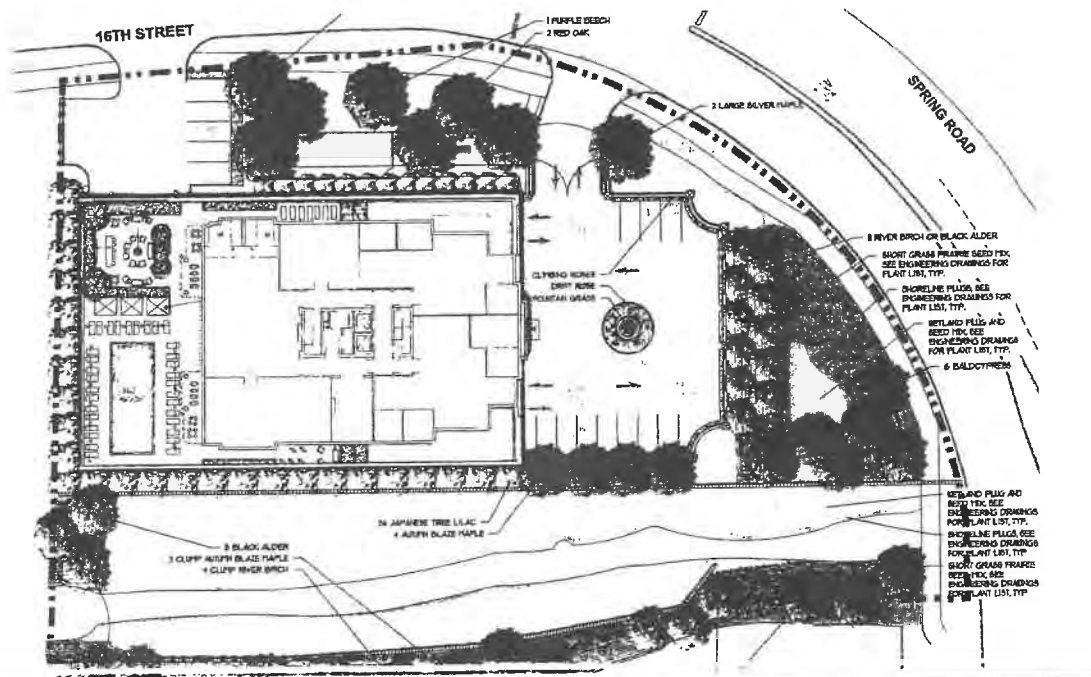
Stacking Section
 Oak Brook Residential

Fasano
 Development



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 310.010

Exhibit D4



LUCIEN LAGRANGE
STUDIO

JUPITER
REALTY COMPANY, LLC

Fasano
Development

Landscape Plan
The Butler Condominium



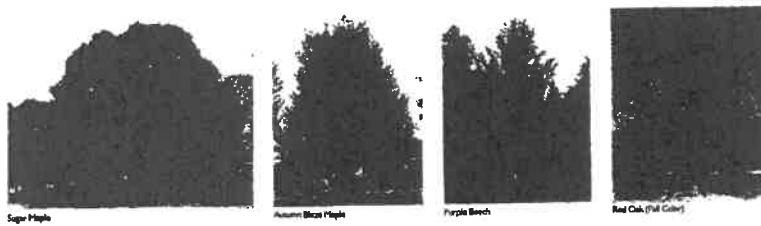
DANIEL WEINBACH & PARTNERS, LTD.



0' 10' 30'

PROJ: P17012 09.27.2018

14



Sugar Maple

Autumn Blaze Maple

Purple Birch

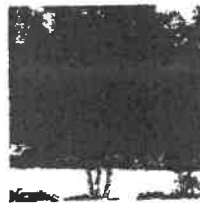
Red Oak (Full Canopy)



Common Baldpate



Japanese Tree Lilac



River Birch



Bark Alder



Lilac Hedge



Climbing Rose



Drift Rose



Forsythia Green



Weibull Phlox Green

LUCIEN | LAGRANGE®
STUDIO

JUPITER
REALTY COMPANY, LLC

Fasano
Development

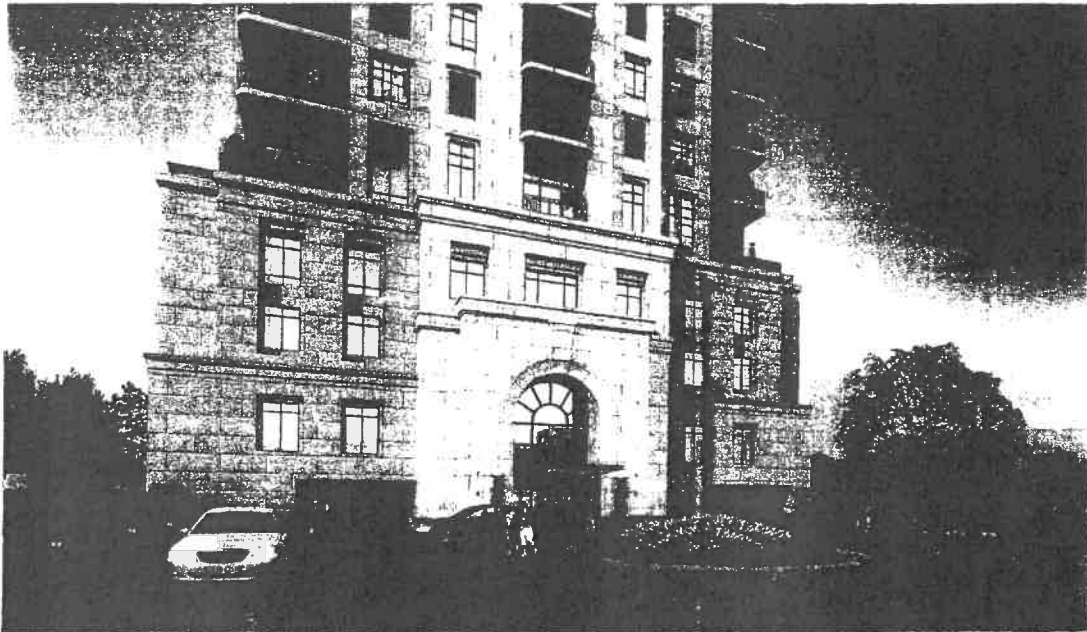
Preliminary Plant Palette
Oak Brook Residential

DANIEL WEINBACH & PARTNERS, LTD.
ARCHITECTS

PROJ: P17012 07.20.2018

4

Exhibit D5



LUCIEN LAGRANGE •

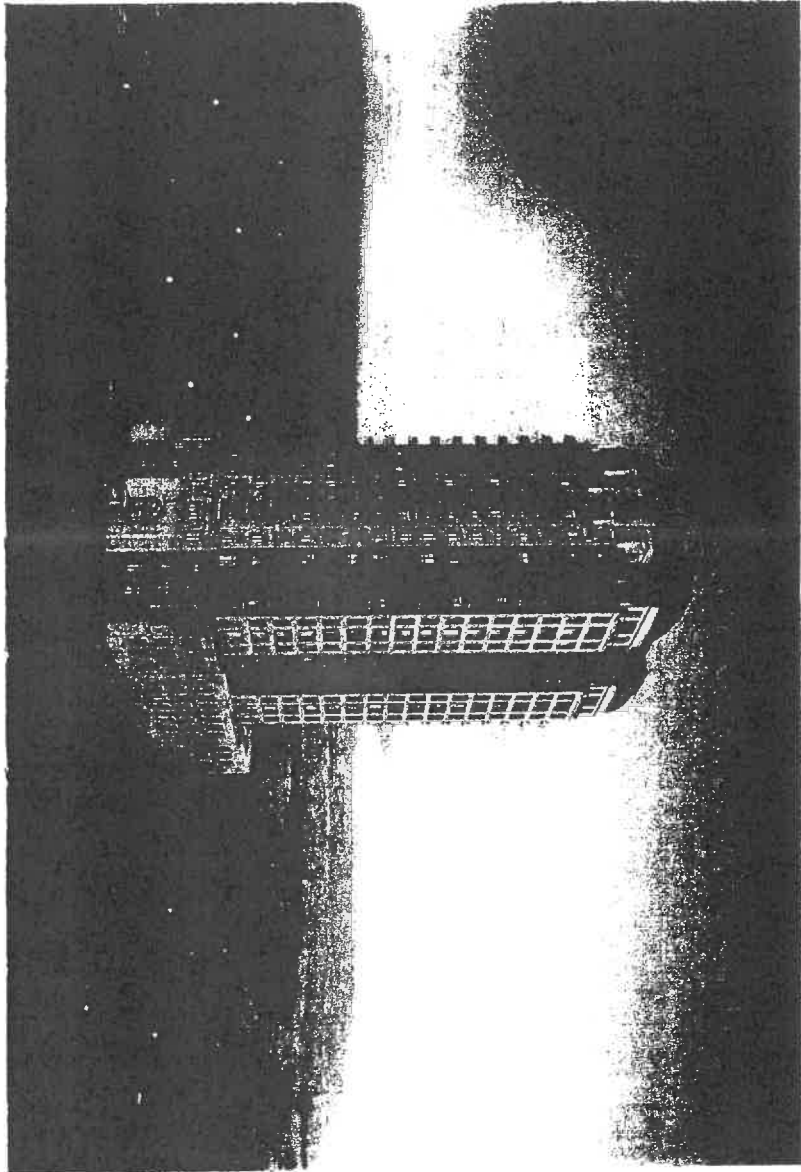
JUPITER
REALTY COMPANY, LLC

Fasano
Development

View of Front Entrance
The Butler Condominium

PROJ: P17012 09.27.2018

7



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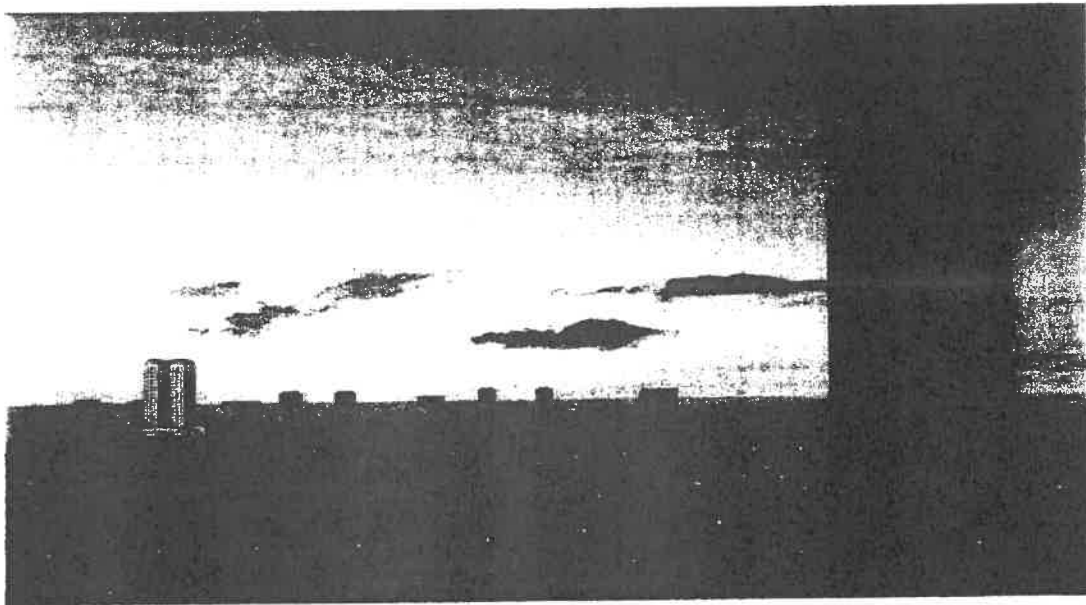


Fasano
Development

View from 16th St. / Spring Rd.
The Butler Condominium

PROJ: P17012 09.27.2018

9



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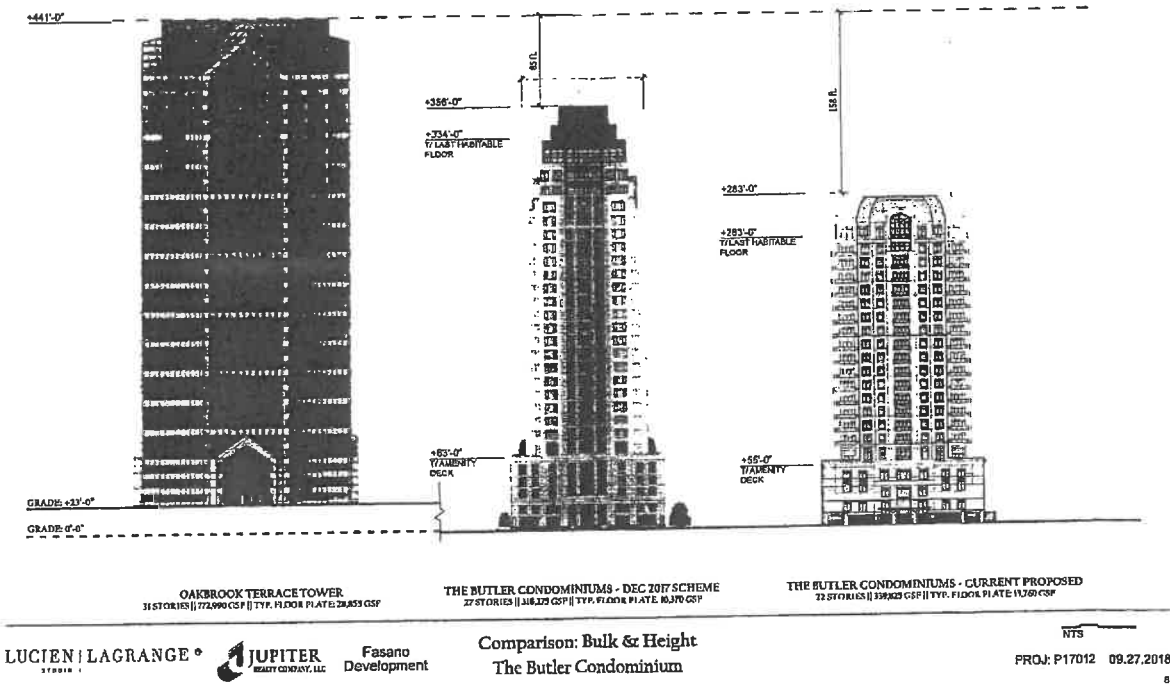
Fasano
Development

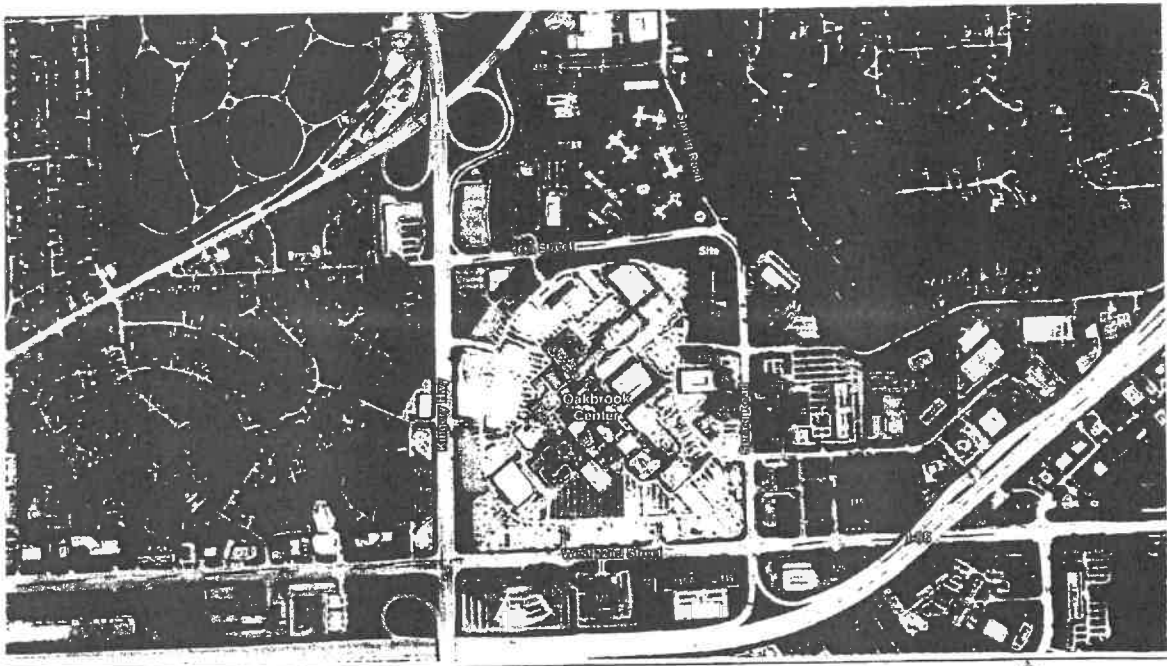
View from Oakbrook Terrace Tower
The Butler Condominium

PROJ: P17012 09.27.2018

5

Exhibit D6





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3110010

JUPITER
REALTY COMPANY, LLC

Fasano
Development

Context Map
The Butler Condominium

NTS
PROJ: P17012 09.27.2018

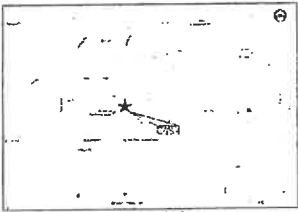
PRELIMINARY ENGINEERING PLANS
FOR
OAK BROOK RESIDENTIAL
OAKBROOK, ILLINOIS

PROJECT TEAM

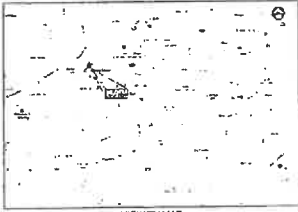
OWNER/DEVELOPER
Jupiter Realty Company, LLC
401 N Michigan Ave., Suite 1200
Chicago, IL 60611
Contact: Amy Ong

ENGINEER
V3 Companies, Ltd.
7325 Lakes Avenue
Woodridge, Illinois 60517
Project Manager: Ryan Wagner
Project Engineer: Dustin Phebo

ARCHITECT
Lucien Lagrange Studio
730 West Randolph Street, Suite 300
Chicago, Illinois 60607
312 414 1099
Contact: Alfredo O. Marr, AIA, LEED AP



LOCATION MAP
NO SCALE



VICINITY MAP
NO SCALE

INDEX OF DRAWINGS

C0.0	TITLE SHEET
C3.0	LAYOUT PLAN
C4.0	GRADING PLAN
C5.0	UTILITY PLAN
PH 0	PHOTOMETRIC EXHIBIT



V3 Companies, Ltd.
7325 Lakes Avenue
Woodridge, IL 60517
815 724-9180 (Main)
815 724-9182 (Fax)
www.v3co.com



LEED
7325 Lakes Avenue
Woodridge, IL 60517
815 724-9180 (Main)
815 724-9182 (Fax)
www.v3co.com

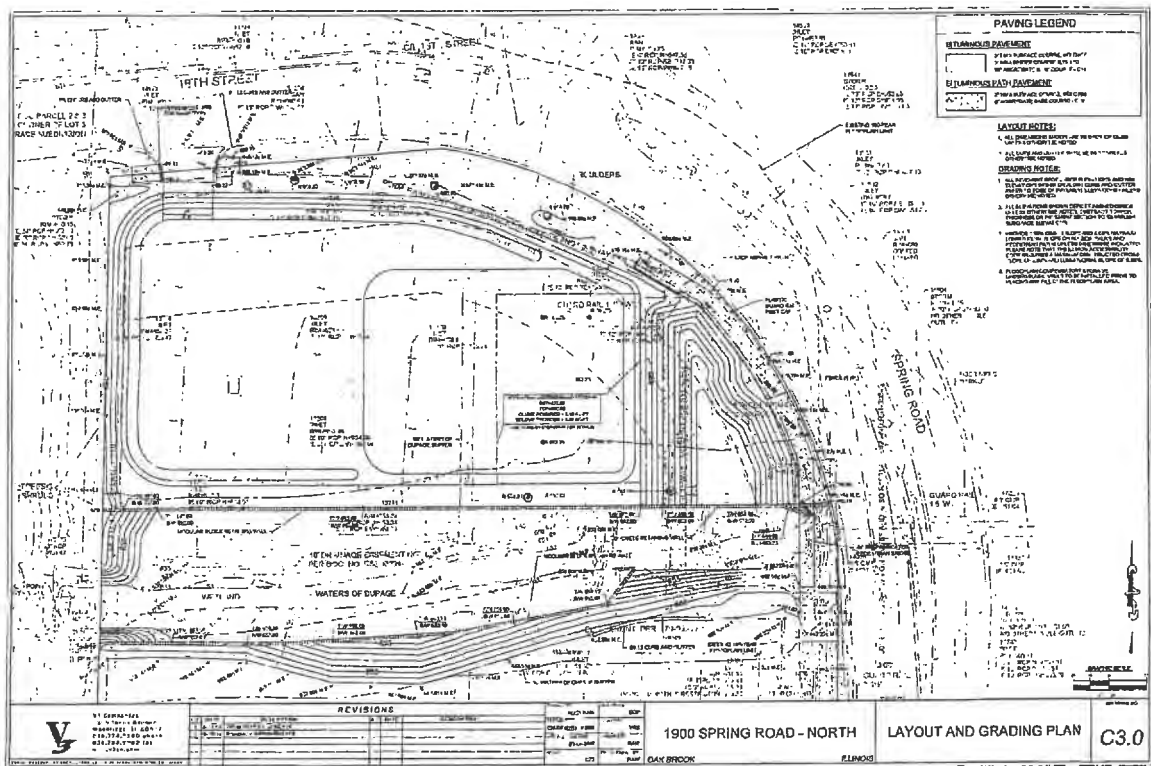
REVISION	DATE	BY	CHECKED	APPROVED	REMARKS

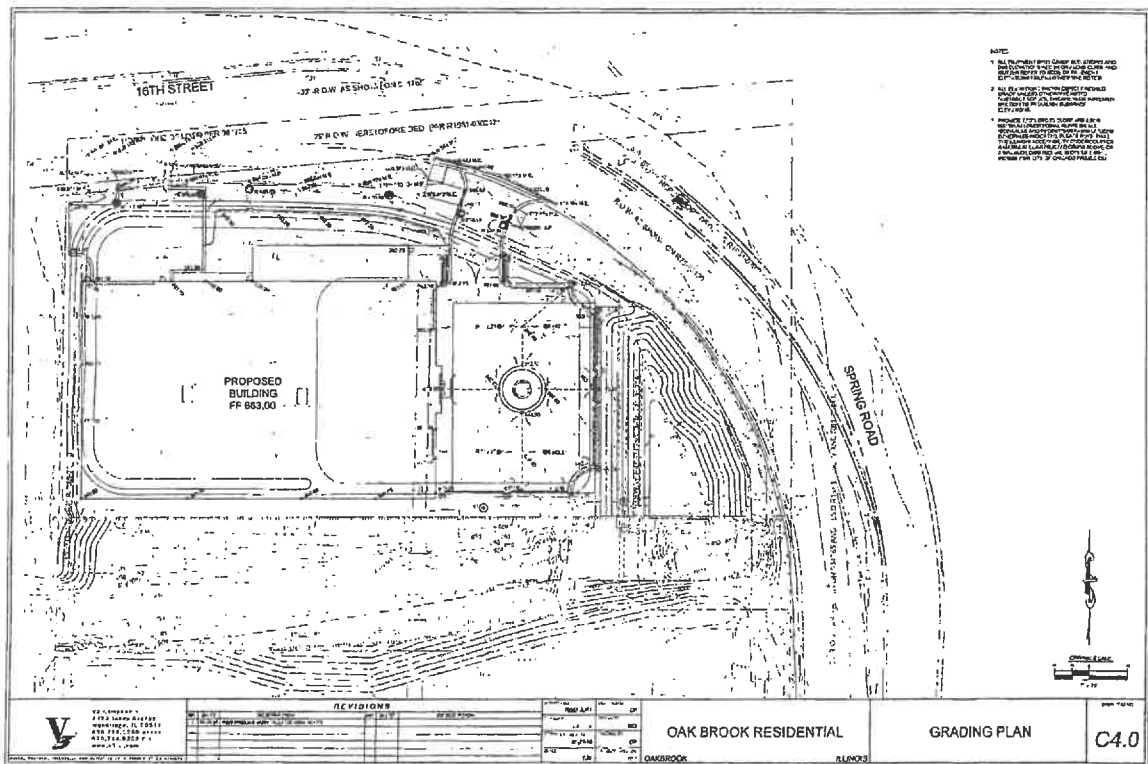
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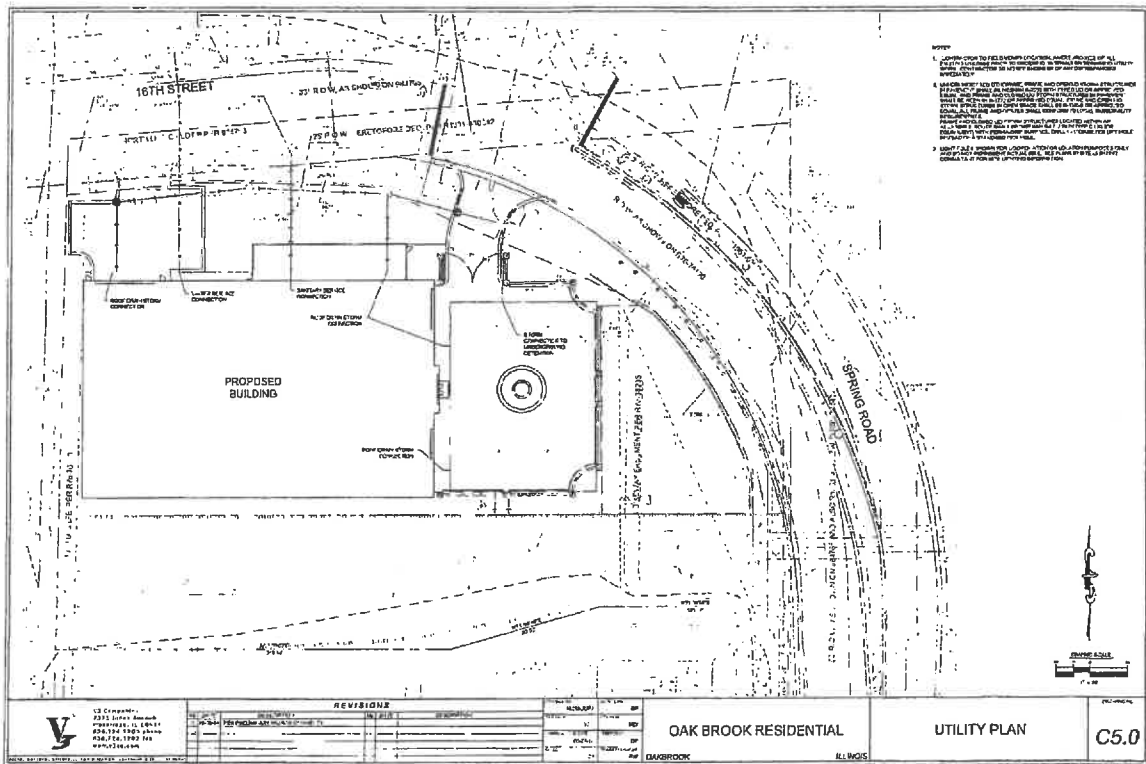
PROFESSIONAL REGISTRATION

STATE OF ILLINOIS
Professional Engineer
No. _____
Exp. Date _____

C0.0







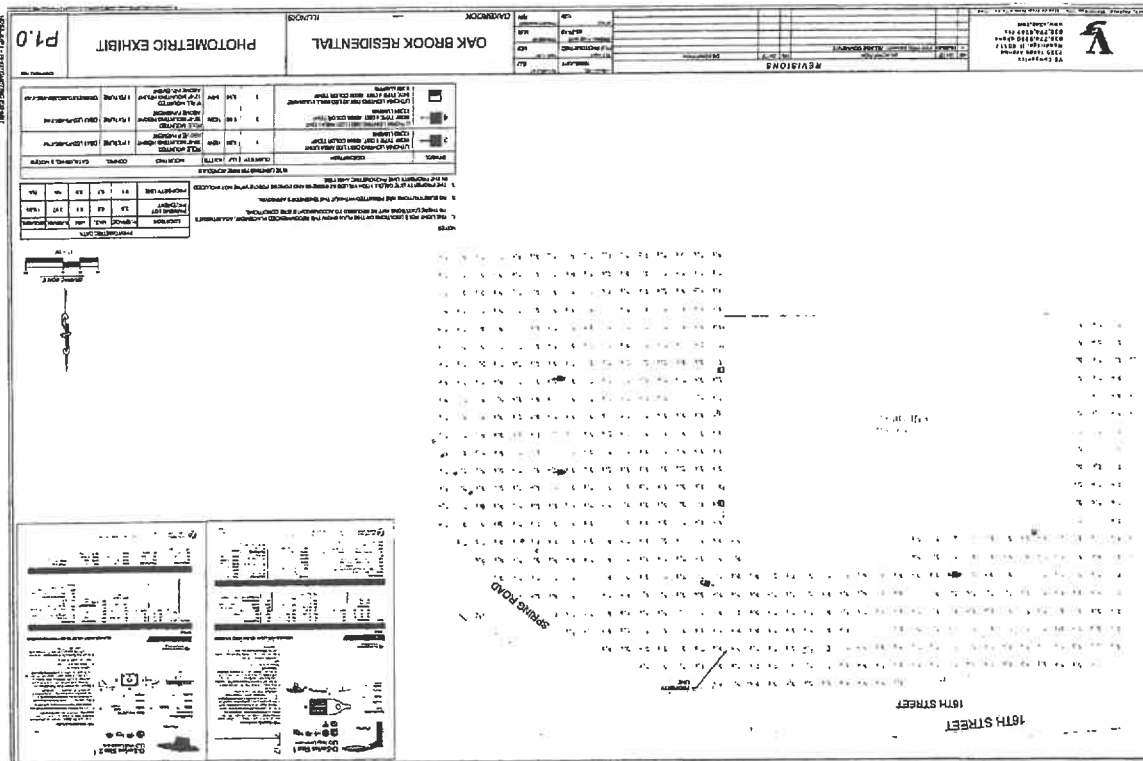


Exhibit D8

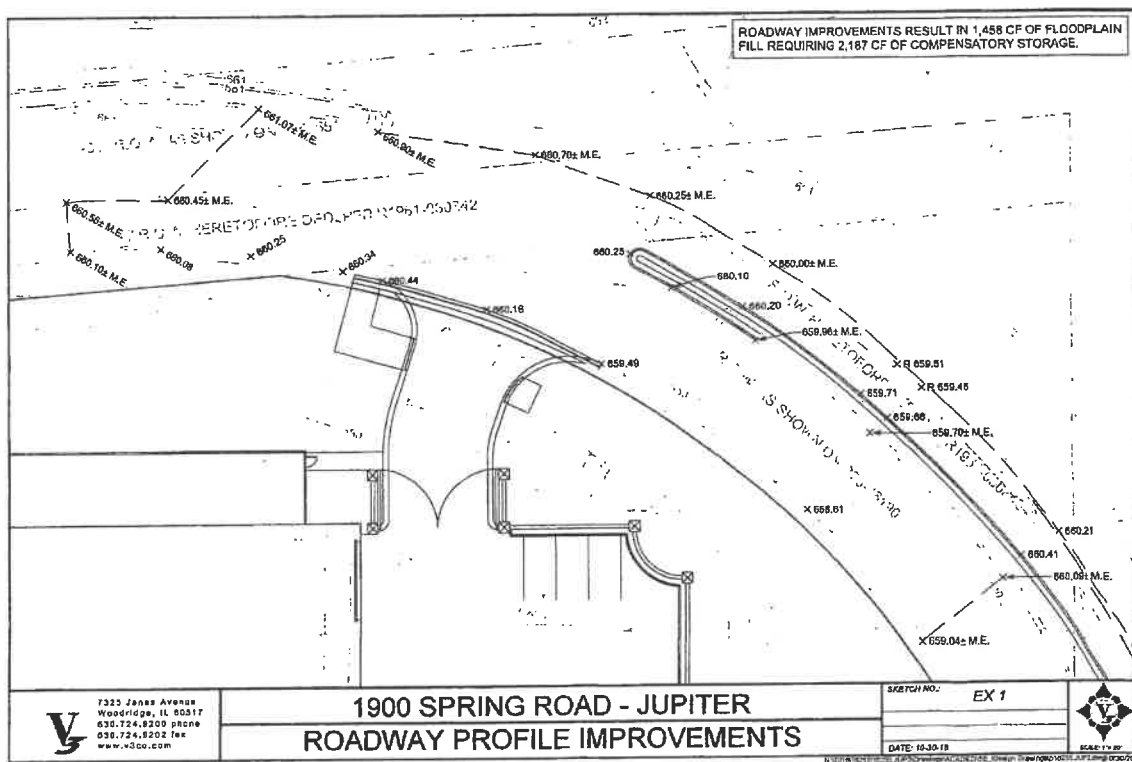


EXHIBIT E

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Oak Brook, Illinois ("**Village**");

WHEREAS, an application has been filed by Jupiter Realty Company, LLC and Franklin 1900 Spring Road LLC (collectively the "**Petitioner**"), the contract purchaser and owner, respectively, of the property located at 1900 Spring Road, Oak Brook, Illinois ("**Property**"), which Property is legally described in **Exhibit A** attached hereto and incorporated herein, seeking approval for a Planned Development in order to construct and operate a 22-story residential condominium building with up to 90 dwelling units on the Property ("**Planned Development**"); and

WHEREAS, Ordinance No. 2019-ZO-PUD-EX-S-1555 adopted by the President and Board of Trustees of the Village of Oak Brook on January 8, 2019, ("**Ordinance**") grants approval of the Planned Development, subject to certain conditions, restrictions, and provisions; and

WHEREAS, Section 10 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Petitioner files this Unconditional Agreement and Consent with the Village Clerk and consents to accept and abide by each of the terms, conditions and limitations set forth in the Ordinance;

NOW, THEREFORE, the Petitioner does hereby agree and covenant as follows:

1. The Petitioner hereby unconditionally agrees to accept, consent to, and abide by all of the terms, conditions, restrictions, and provisions of the Ordinance.
2. The Petitioner acknowledges and agrees that: (i) public notices and hearings have been properly given and held with respect to the adoption of the Ordinance; (ii) the Petitioner has considered the possibility that the Planned Development granted by the Ordinance may be revoked if the Petitioner does not comply with the Ordinance; and (iii) the Petitioner agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Petitioner acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's issuance of any permits for the construction or use of the Property, and that the Village's issuance of any such permits does not, and will not, in any way, be deemed to insure the Petitioner against damage or injury of any kind and at any time.
4. The Petitioner agrees to and does hereby hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any such parties in connection with the construction, operation, and use of the Property or the Village's adoption of the Ordinance.
5. The Petitioner shall, and does hereby, agree to pay all expenses incurred by the Village in defending itself with regard to any and all claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out of pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employee of the Village.

6. This Unconditional Agreement and Consent may not be amended, modified, released or annulled except upon the express, prior written approval of the Village of Oak Brook.

7. This Unconditional Agreement and Consent may be executed in counterparts, each of which shall constitute an original document, which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Jerry J Ong executed this Unconditional Agreement
and Consent on behalf of Jupiter Realty Company, LLC, on this 15 day of January, 2019.

ATTEST:

JUPITER REALTY COMPANY, LLC

By: X

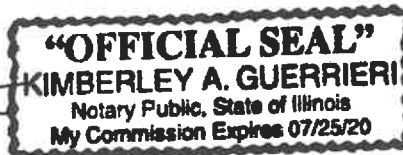
By: [Signature]

Its: X

Its: EUF

SUBSCRIBED and SWORN to
Before me this 15 day of
January, 2019

Kimberley A. Guerrieri
Notary Public



IN WITNESS WHEREOF, Raymond A. Warner executed this Unconditional Agreement
and Consent on behalf of Franklin 1900 Spring Road LLC, on this 11 day of January, 2019.

ATTEST:

FRANKLIN 1900 SPRING ROAD LLC

By: X

By: [Signature]

Its: X

Its: Authorized Signatory

SUBSCRIBED and SWORN to
Before me this 11 day of
January, 2019

Kimberley A. Guerrieri
Notary Public



EXHIBIT A
Legal Description

LOT 3 IN THE FRANKLIN SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 27, 2018, PER DOC. NO. R2018-036669, IN DUPAGE COUNTY, ILLINOIS

Common Address: 1900 Spring Road, Oak Brook, Illinois 60523

PIN: 06-23-302-006

4833-4346-4324, v. 1

EXHIBIT B
To Waivers and Variations
(Site Development Departures)

Prepared by 9

RETURN RECORDED DOCUMENT TO:

Levenfeld Pearlstein, LLC
2 N. LaSalle Suite 1300
Chicago, Illinois 60602
Attn: Tal Izraeli



8 0 0 0 4 1 3 4
Tx:40002262

FRED BUCHOLZ, RECORDER
DUPAGE COUNTY ILLINOIS
12/11/2018 10:18 AM
RHSP

DOCUMENT # R2018-113679

RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS,
CONDITIONS AND RESTRICTIONS (the "Agreement") is made and entered into this
3 day of December, 2018, by and among Franklin 1900 Spring Road, LLC, an
Illinois limited liability company (the "Lot 3 Owner"), Franklin 1900 Spring Road Lot 2,
LLC, an Illinois limited liability company (the "Lot 2 Owner") and Franklin 1900 Spring
Road Lot 1, LLC, an Illinois limited liability company (the "Lot 1 Owner").

RECITALS

- A. The Lot 3 Owner is the owner of that certain real property situated in the Village of Oak Brook, County of DuPage, State of Illinois, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference ("Lot 3").
- B. The Lot 2 Owner is the owner of that certain real property situated in the in the Village of Oak Brook, County of DuPage, State of Illinois, more particularly described on **Exhibit "A-1"** attached hereto and incorporated herein by this reference ("Lot 2").
- C. The Lot 1 Owner is the owner of that certain real property situated in the in the Village of Oak Brook, County of DuPage, State of Illinois, more particularly described on **Exhibit "A-2"** attached hereto and incorporated herein by this reference ("Lot 1").
- D. The Lot 2 Owner intends to develop Lot 2 for use by Shake Shack (hereinafter defined).
- E. The Lot 3 Owner is the owner of that certain office building and other improvements located on Lot 3.

- F. The Lot 1 Owner intends to simultaneously or thereafter develop or allow or cause the development of Lot 1 as a commercial site.
- G. The parties hereto desire to impose certain easements upon the Lots (as hereinafter defined), and to establish certain covenants, conditions and restrictions with respect to said Lots, for the mutual and reciprocal benefit and complement of Lot 3, Lot 2 and Lot 1 and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Lot 3 Owner, the Lot 2 Owner and the Lot 1 Owner hereby covenant and agree that the Lots and all present and future owners and occupants of the Lots shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Lots shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

AGREEMENTS

1. Definitions. For purposes hereof:

- (a) The term "Owner" or "Owners" shall mean the Lot 3 Owner (as to Lot 3), the Lot 2 Owner (as to Lot 2) and the Lot 1 Owner (as to Lot 1) and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.
- (b) The term "Lot" or "Lots" shall mean each separately identified lot of real property now constituting a part of the real property subjected to this Agreement as described on Exhibit A, Exhibit A-1 and Exhibit A-2 that is, Lot 3, Lot 2 and Lot 1, and any future subdivisions thereof.
- (c) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Lot, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Lot, and/or (ii) such tenant(s) or occupant(s).
- (d) The term "Common Area" shall mean all areas within the boundaries of the Lots which are from time to time available for the common use and benefit of the Owners and Permittees and which are generally shown in **Exhibit B**, attached hereto and incorporated herein by this reference. The Common Area shall not include any interior portions of any building located on a Lot (each a "Building").

(e) The term "Shake Shack" shall mean Shake Shack Illinois LLC, a Delaware limited liability company (or any of its affiliates, subsidiaries, successors or assigns).

(f) The term "Shake Shack Lease" shall mean that Lease of Lot 2 from the Lot 2 Owner as landlord to Shake Shack as tenant, executed on August 11, 2017, and any amendments, extensions or replacements thereof.

(g) The term "Site Plan" shall mean that site plan of the Lots attached hereto as **Exhibit "B"** and by reference made a part hereof.

(h) The term "Plat" shall mean the certain plat of subdivision of 1900 Spring Road prepared by V3, and recorded with the DuPage County Recorder on April 27, 2018 as Document No. R2018-036669.

(i) The term "Law" or "Laws" shall mean statutes, rules, regulations, orders, ordinances and other laws of federal, state, county, city or local governmental or quasi-governmental authority, entity or body (or any departmental agency thereof) exercising jurisdiction over the Parcels.

2. Easements.

2.1 Grant of Reciprocal Easements. Subject to any express conditions, limitations or reservations contained herein, the Owners hereby grant, establish, covenant and agree that the Lots, and all Owners and Permittees of the Lots, shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easements which are hereby imposed upon the Lots and all present and future Owner's and Permittees of the Lots:

(a) An easement for reasonable access, ingress and egress over all paved driveways, roadways and walkways as presently or hereafter constructed and constituting a part of the Common Area, so as to provide for the passage of motor vehicles and pedestrians between all portions of the Common Area of such Lots intended for such purposes, and to and from all abutting streets or rights of way furnishing access to such Lots;

(b) An easement for the parking of vehicles in the parking areas designated as part of the Common Areas of the Lots, as such parking areas are indicated on the Site Plan and as the same may be modified or removed from time to time by the Owner of the Lot upon which the parking areas are located (the "Parking Easement"); provided, however, until the expiration or earlier termination of the Shake Shack Lease, Shake Shack shall have exclusive parking rights to the ten (10) parking spots designated on the Site Plan.

(c) An easement under and across those parts of the Common Areas that are not within any permissible building areas shown on the Site Plan, for the installation, maintenance, repair and replacement of water mains, storm drains, sewers, water sprinkler system lines, telephone or electrical conduits or systems, cable, gas mains and other utility facilities necessary for the orderly development and operation of the Common Areas and each Building from time to time located within the Lots; provided that (i) the rights granted pursuant to such easements shall at all times be exercised in such a manner as not to interfere materially with the normal operation of a Lot and the businesses conducted therein, (ii) the exact location of any utilities shall be subject to the approval of the Owner(s) of the burdened Lot(s), and (iii) except in an emergency, the right of any Owner to enter upon the Lot of another Owner for the exercise of any right pursuant to such easements shall be conditioned upon providing reasonable prior advance written notice to the other Owner as to the time and manner of entry. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the ground level or surface of the Lot (except for such parts thereof that cannot and are not intended to be placed below the surface, such as transformers and control panels, which shall be placed in such location as approved by the Owner of the affected Lot.

2.2 Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Lot is subject to the easement harmless from and against all third-party claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.

3. Maintenance.

3.1 Buildings and Appurtenances Thereto. Each Owner covenants to keep and maintain (or cause to be kept and maintained, as applicable), at its sole cost and expense, the Building(s) located from time to time on its respective Lot in good condition and repair, ordinary wear and tear excepted in accordance with Laws.

3.2 Common Area. Lot 3 Owner covenants at all times to operate, repair, clean, remove snow and ice from, supervise, adequately light and otherwise maintain in good order, condition and repair, the Common Area, including making such capital repairs and expenditures as are reasonably necessary to maintain the Common Area in such condition. Such maintenance shall include maintaining, repaving, repairing and striping the surface of the parking and roadway areas. In accordance with Section 4 hereof, Lot 2 Owner and Lot 1 Owner shall each pay (or cause to be paid) the actual and reasonable out-of-pocket expenses and costs incurred by Lot 3 Owner for performing Lot 3 Owner's obligations under this Section 3.2 as to Lot 1 for the Lot 1 Owner and Lot 2 for the Lot 2 Owner, i.e., (i) the Lot 2 Owner shall be responsible for the

expenses and costs arising from Lot 3 Owner's fulfillment of its obligations under this Section 3.2 as to Lot 2, and (ii) the Lot 1 Owner shall be responsible for all expenses and costs arising from Lot 3 Owner's fulfillment of its obligations under this Section 3.2 as to Lot 1 (collectively, such expenses and costs shall be referred to herein as the, "Common Area Maintenance Costs"). Common Area Maintenance Costs for any capital improvement or repair shall only include, in any given year, the amortized cost of such capital improvement or repair, amortized over the useful life of such capital improvement or repair. Common Area Maintenance Costs shall not include any management or administrative fee. Such Common Area Maintenance Costs shall also include (x) commencing on the 2nd anniversary of the effective date of this Agreement, a management fee equal to five (5%) percent of the Common Area Maintenance Costs incurred by Lot 3 Owner during a particular calendar year, and (y) the cost of insurance as provided in Section 5.1 hereof. Each Owner reserves the right to alter, modify, reconfigure, relocate and/or remove the Common Areas or building areas on its Lot, subject to the following conditions: (i) as to Lot 2, during the continuance of the Shake Shack Lease, the express written consent of Shake Shack shall be required as provided in the Shake Shack Lease; (ii) the reciprocal easements between the Lots pursuant to paragraph 2.1 shall not be closed or materially impaired; (iii) ingress and egress to and from the Lots and adjacent streets and roads, shall not be so altered, modified, relocated, blocked and/or removed without the express written consent of all Owners, such consent not to be unreasonably withheld, conditioned or delayed and excepting temporary closures mandated by repairs or restoration work; and, (iv) the same shall not violate any of the provisions and easements granted in paragraph 2. Furthermore, until the expiration or earlier termination of the Shake Shack Lease, the Owners shall not modify the configuration or make any alterations in the area designated as the "No Build Area" as shown on **Exhibit B**, attached hereto, without first obtaining the written consent of Shake Shack, as provided in the Shake Shack Lease.

3.3 Utilities. Each Owner shall at all times during the term hereof construct, operate and maintain or cause to be constructed, operated and maintained, in good condition and repair, ordinary wear and tear and damage by casualty and condemnation excepted, at its sole expense, any utility or other installations serving the Lot of such Owner and from time to time existing on the Lot of another Owner pursuant to an easement described herein. Each Owner shall use commercially reasonable efforts to mitigate any obstruction to or interference with the other's continuous and uninterrupted use of the easements for the purposes set forth herein.

4. Common Area Maintenance Costs.

4.1 Budget. Lot 3 Owner shall, on or about the beginning of each calendar year, submit to Lot 2 Owner and Lot 1 Owner an estimated budget ("Budget") for the Common Area Maintenance Costs for operating and maintaining the Common Area for the ensuing calendar year.

4.2 Payment. The Lot 2 Owner and Lot 1 Owner shall each pay to the Lot 3 Owner in equal monthly payments, in advance, each such Owner's share (in accordance with Section 3.2 hereof) of the Common Area Maintenance Costs based either upon the amount set forth in the Budget, or if a Budget is not then available, the monthly payment established for the prior calendar year. Lot 3 Owner shall estimate such costs for any partial year during which Lot 3 Owner's maintenance obligations commence under Section 3 and Lot 2 Owner and Lot 1 Owner shall each make their first payment in the month following Lot 3 Owner's undertaking of such obligations. Within one hundred twenty (120) days after the end of each calendar year, Lot 3 Owner shall provide each of the other Owners with a statement setting forth the actual Common Area Maintenance Costs paid by Lot 3 Owner, and each of the other Owner's share of the aggregate thereof. If the amount paid by any Owner for such calendar year shall have exceeded its share, Lot 3 Owner shall pay such amount to the applicable Owner. If the amount paid by any Owner for such calendar year shall be less than such Owner's share of Common Area Maintenance Costs, then, such Owner(s) shall pay the balance of such Owner's share to Lot 3 Owner within thirty (30) days after receipt of such statement. Notwithstanding anything to the contrary contained herein, if Lot 3 Owner fails to deliver the aforementioned statement for any reason within 120 days following the end of such calendar year, Lot 3 Owner shall have waived the right to collect any payment from the other Owners if such statement shows such Owner's estimated payments for the year were less than the actual amount owed by such Owner for such year. Any such waiver shall not excuse Lot 3 Owner from providing the computation of the Common Area Maintenance Costs or reimbursing any Owner for any overpayment. Lot 3 Owner shall cause to be kept books and records showing Common Area Maintenance Costs and real estate expenses and the allocation thereof in accordance with an appropriate system of accounts and sound accounting principles consistently applied. The books and records for the Common Area Maintenance Costs shall at all reasonable times be available for inspection and audit by any Owner and its agents upon at least 10 business days prior written notice, and if an Owner fails to provide written notice that it wishes to audit the books and records for a calendar year within 180 days after the end thereof, such Owner shall forfeit the right to audit the books and records for such calendar year. If an Owner finds that the statement of Common Area Maintenance Costs submitted by Lot 3 Owner to the other Owners understates the amount due and owing by the Owner(s) under this Section 4, the applicable Owner(s) shall pay such amount within 15 business days thereafter. If an Owner finds that the statement of Common Area Maintenance Costs submitted by Lot 3 Owner to the Owners overstates the amount due and owing from such Owner(s) under this Section 4, Lot 3 Owner shall pay such amount within 15 business days thereafter, plus if such overstatement is 3% or more of the amount paid, Lot 3 Owner shall reimburse the Owner making such audit for all reasonable, actual out-of-pocket costs and expenses of such audit or inspection within 15 business days after the completion of such audit.

5. Insurance.

5.1 Common Area. Lot 3 Owner shall maintain or cause to be maintained in full force and effect Comprehensive General Liability Insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) covering the Common Area with a combined single limit of liability of not less than \$2,000,000 per occurrence and a general aggregate amount on a per location basis of not less than \$4,000,000) for bodily injury, personal injury and property damage, arising out of any one occurrence; each Owner shall be an additional insured under such policy. Such insurance on the Common Area shall be a Common Area Maintenance Cost to be allocated between the Lots as determined by Lot 3 Owner.

5.2 Parcel. Throughout the term of this Agreement, each Owner shall procure and maintain insurance general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in paragraph 2.2 above), death, or property damage occurring upon such Owner's Lot, with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) including umbrella coverage, if any, and naming each other Owner (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change thereof) as additional insureds.

6. Taxes and Assessments. Each Owner shall pay (or cause to be paid) all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Lot.

7. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Lot 3, Lot 2 or Lot 1. No easements, except those expressly set forth herein shall be implied by this Agreement.

8. Remedies and Enforcement.

8.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

8.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner

upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by J.P. Morgan Chase (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles on a Lot, an Owner may immediately cure the same and be reimbursed by the Owner that is responsible therefor upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

8.3 Lien Rights. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Lot of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the County Recorder of DuPage County, Illinois; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all mortgage liens recorded in the Office of the County Recorder of DuPage County, Illinois prior to the date of recordation of said notice of lien, and (iii) all leases entered into (including any amendments, renewals or extensions thereof), whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien. A mortgagee who acquires title shall not be obligated to cure a then-existing breach of this Agreement which is of a type not reasonably practical or feasible for such mortgagee to cure. The determination of Lot 3 Owner made in good faith as to whether a breach is incurable or not feasible to cure shall be final and binding on all mortgagees. In addition, any mortgagee who obtains an interest through any foreclosure (or similar procedure), and their successors in interest, shall take title free of any Assessment Lien and any other claims under this Agreement as shall have accrued up to the time of any foreclosure, but subject to an Assessment Lien that accrues subsequent to the mortgagee taking title as a result of such foreclosure.

8.4 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

8.5 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Lot made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall

be binding upon and effective against any Owner of such Lot covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

9. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the DuPage County Recorder and shall remain in full force and effect thereafter in perpetuity (or if the Law (including any rule against perpetuities or other statutory or common law rule) prescribes a shorter period, then upon expiration of such period), unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of Lot 3, Lot 2 and Lot 1 in accordance with paragraph 10.2 hereof.

10. Miscellaneous.

10.1 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

10.2 Amendment.

(a) The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Lot 3, Lot 2 and Lot 1, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of DuPage County, Illinois, provided that, while the Shake Shack Lease is in effect, the Owners shall not modify, amend or terminate this Agreement without the prior written consent of Shake Shack, which consent shall be given or withheld in accordance with the requirements under the Shake Shack Lease.

(b) Intentionally deleted.

10.3 Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner (or Shake Shack, as applicable) under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing and may, unless otherwise expressly set forth herein, be withheld in such party's sole and absolute discretion.

10.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

10.5 No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

10.6 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

10.7 Grantee's Acceptance. The grantee of any Lot or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Lot, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

10.8 Separability. Each provision of this Agreement and the application thereof to Lot 3, Lot 2 and Lot 1 are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Lots by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

10.9 Time of Essence. Time is of the essence of this Agreement.

10.10 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

10.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other

national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party and Shake Shack may change from time to time their respective address for notice hereunder by like notice to the other party and Shake Shack. Notice given by any Owner hereunder to be effective shall also simultaneously be delivered to Shake Shack (during the continuance of the Shake Shack Lease). The notice addresses of the Lot 3 Owner, the Lot 2 Owner, the Lot 1 Owner and Shake Shack are as follows:

Lot 3 Owner, Lot 2 Owner and Lot 1 Owner:

c/o Franklin Partners, LLC
1900 Spring Road, Suite 420
Oak Brook, Illinois 60523
Attention: Ray Warner

With a copy to:

Levenfeld Pearlstein, LLC
2 N. LaSalle Street, Suite 1300
Chicago, Illinois 60602
Attention: Marc Joseph and Tal Izraeli

Shake Shack:

Shake Shack Illinois (aka #1227 Oakbrook)
c/o Shake Shack Enterprises, LLC
225 Varick Street, Suite 301
New York, NY 10014
Attention: Real Estate Counsel

With a copy to:

c/o Shake Shack Enterprises, LLC
225 Varick Street, Suite 301
New York, NY 10014
Attention: Vice President of Development

With another copy to: Jones Day

77 West Wacker Drive, Suite 3500
Chicago, Illinois 60601
Attention: Trisha Mowbray

10.12 Governing Law. This Agreement shall be governed by the laws of the State of Illinois.

10.13 Estoppel Certificates. Each Owner, within twenty (20) day of its receipt of a written request from the other Owner(s), shall from time to time provide the requesting Owner, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or

violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

10.14 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Lot, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

10.15 Third-Party Beneficiary. The Owners hereto acknowledge and agree that, while the Shake Shack Lease is in effect, Shake Shack is an intended third party beneficiary of this Agreement and shall be entitled to enforce the provisions of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Lot 3 Owner:

**Franklin 1900 Spring Road, LLC, an
Illinois limited liability company**

By: [Signature]
Its: Manager

STATE OF ILLINOIS)
) SS
COUNTY OF DuPage)

I, Bernadette N Rodeghero, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Donald J Shoemaker, a authorized signatory of Franklin 1900 Spring Road, LLC, an Illinois limited liability company (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, as authorized signatory of the Company, acknowledged to me that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of the Company, pursuant to the authority granted to him by the Company, for the uses and purposes therein set forth.

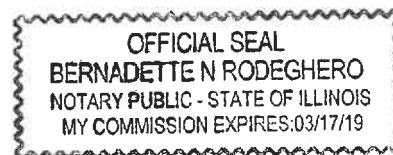
GIVEN under my hand and Notarial Seal this 21 day of July, 2018.

(Seal)

Bernadette N Rodeghero
Notary Public

My commission expires: 7/27/18 3/17/19

[Signature Page(s) Continued]



Lot 2 Owner:

**Franklin 1900 Spring Road Lot 2, LLC, an
Illinois limited liability company**

By: [Signature]
Its: Donald J. Shoemaker

STATE OF ILLINOIS)
) SS
COUNTY OF DuPage)

I, Bernadette N. Rodeghero, a Notary Public in and for said County,
in the State aforesaid, do hereby certify that Donald J. Shoemaker, a
authorized signatory of Franklin 1900 Spring Road Lot 2, LLC, an Illinois limited liability
company (the "Company"), personally known to me to be the same person whose name
is subscribed to the foregoing instrument, appeared before me this day in person and,
as authorized signatory of the Company, acknowledged to me that he signed and
delivered the said instrument as his free and voluntary act and as the free and voluntary
act of the Company, pursuant to the authority granted to him by the Company, for the
uses and purposes therein set forth.

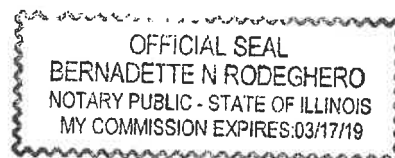
GIVEN under my hand and Notarial Seal this 21 day of July,
2018.

(Seal)

Bernadette N Rodeghero
Notary Public

My commission expires: 3/17/19

[Signature Page(s) Continued]



Lot 1 Owner:

**Franklin 1900 Spring Road Lot 1, LLC, an
Illinois limited liability company**

By: [Signature]
Its: Manager

STATE OF ILLINOIS)
) SS
COUNTY OF DuPage)

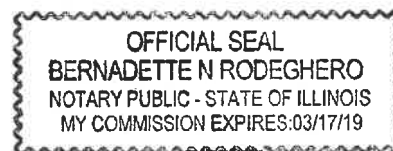
I, Bernadette N. Rodeghero, a Notary Public in and for said County,
in the State aforesaid, do hereby certify that Donald J. Shremaker, a
authorized signatory of Franklin 1900 Spring Road Lot 1, LLC, an Illinois limited liability
company (the "Company"), personally known to me to be the same person whose name
is subscribed to the foregoing instrument, appeared before me this day in person and,
as authorized signatory of the Company, acknowledged to me that he signed and
delivered the said instrument as his free and voluntary act and as the free and voluntary
act of the Company, pursuant to the authority granted to him by the Company, for the
uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of July,
2018.

(Seal)

Bernadette N Rodeghero
Notary Public

My commission expires: 3/17/19



CONSENT AND SUBORDINATION

The undersigned, as mortgagee of the Lots does hereby consent to the terms of this Agreement and subordinates all of their right, title, and interest in the Lots to the rights, and interests granted and created under this Agreement.

First Midwest Bank

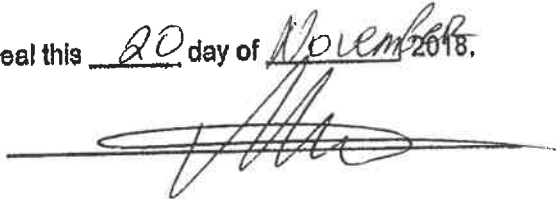
By: Gia Ormond
Name: Gia Ormond
Title: Senior Vice President

STATE OF IL)
COUNTY OF COOK) SS.

I, Maria Karetnikov, a Notary Public in and for said County in the State of Illinois, do hereby certify that Gia Ormond SVP of First Midwest Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such SVP appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 20 day of November, 2018.

Notary Public



Exhibits:

- Exhibit "A" - Legal Descriptions of Lot 3
- Exhibit "A-1" - Legal Description of Lot 2
- Exhibit "A-2" - Legal Description of Lot 1
- Exhibit "B" - Site Plan

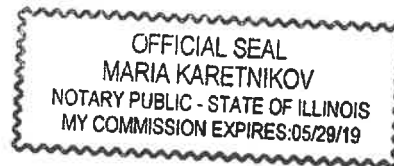


EXHIBIT "A" Legal Description of Lot 3

LOT 3 IN THE FINAL PLAT OF FRANKLIN SUBDIVISION PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS ACCORDING TO THE SAID PLAT OF FRANKLIN SUBDIVISION RECORDED APRIL 27, 2018 AS DOCUMENT R2018-036669

PART OF PIN: 06-23-302-003-0000

Address: 1950 Spring Road, Oak Brook, IL 60523

EXHIBIT "A-1" Legal Description of Lot 2

LOT 2 IN THE FINAL PLAT OF FRANKLIN SUBDIVISION PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS ACCORDING TO THE SAID PLAT OF FRANKLIN SUBDIVISION RECORDED APRIL 27, 2018 AS DOCUMENT R2018-036669.

PART OF PIN: 06-23-302-003-0000

Address: 1950 Spring Road, Oak Brook, IL 60523

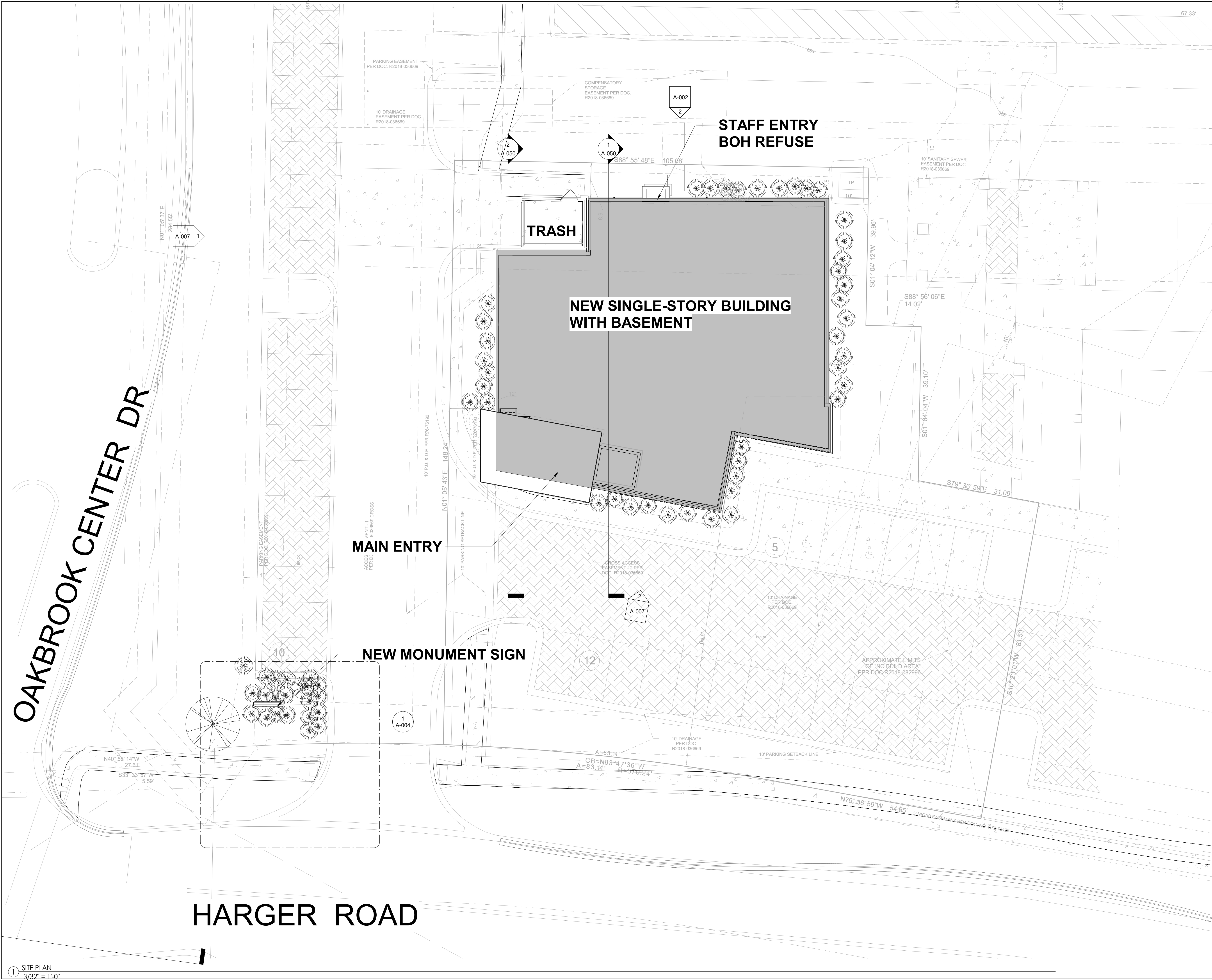
EXHIBIT "A-2" Legal Description of Lot 1

LOT 1 IN THE FINAL PLAT OF FRANKLIN SUBDIVISION PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS ACCORDING TO THE SAID PLAT OF FRANKLIN SUBDIVISION RECORDED APRIL 27, 2018 AS DOCUMENT R2018-036669.

PART OF PIN: 06-23-302-003-0000

Address: 1950 Spring Road, OAK BROOK, IL 60523

[illegible]



GENERAL NOTE:
PREVIOUSLY APPROVED
SITEWORK PUD. ALREADY
INSTALLED EXISTING
SITEWORK, EXISTING
UTILITIES TO THE SITE,
EXISTING PARKING & SITE
LIGHTING, EXISTING
NEIGHBORING STRUCTURES.

PUD APPLICATION
ZONING ORDINANCE
SUMMARY

B2 DISTRICT UNDERLAY
MEDICAL USE ALLOWED

0.45 AC - 19,602
0.5 MAX FAR - 9,800 SF
5,500 SQ.FT. MAX MAIN LVL
4,300 SQ.FT. BASEMENT
9,800 SQ.FT. TOTAL
(2,450 SF - 0.125)

REQUIRED PARKING
1 PER 200 SF OF FLOOR AREA
49 REQUIRED

50 PROVIDED / SHARED PER
REA OFF-STREET
16 ON-SITE

WALL SIGNAGE - REFER TO
A-021
IF VISIBLE TO A PUBLIC ROW
OR PARKING LOT,
2% OF GSF, INCLUDING
BASEMENTS IS ALLOWED
2% OF 9,800 GSF IS
196 SQ.FT. MAX ON EACH
WALL

UNLIMITED SIGNAGE IF
INTERIOR TO A MALL AND NOT
VISIBLE FROM EXTERNAL
ROW.
-UNLIMITED ON WEST
ALLOWED, BUT ONLY LESS
THAN 2% PROVIDED



ARCHITECTURE PLANNING DESIGN
1303 OGDEN AVE., DOWNERS GROVE, IL 60515

KIDS URGENT CARE
1180 HARGER ROAD,
OAK BROOK, ILLINOIS

REV.	DESCRIPTION	DATE
	Plan	11/24/2023
	IFZ	2/05/2024
	PRELIM SUBMITAL	3/29/2024
	APPLICATION	4/07/2024
	PRELIM HEARING	4/23/2024
	PUD APPLICATION	6/07/2024

COPYRIGHT RWE PLANNING & DESIGN INC., 2024

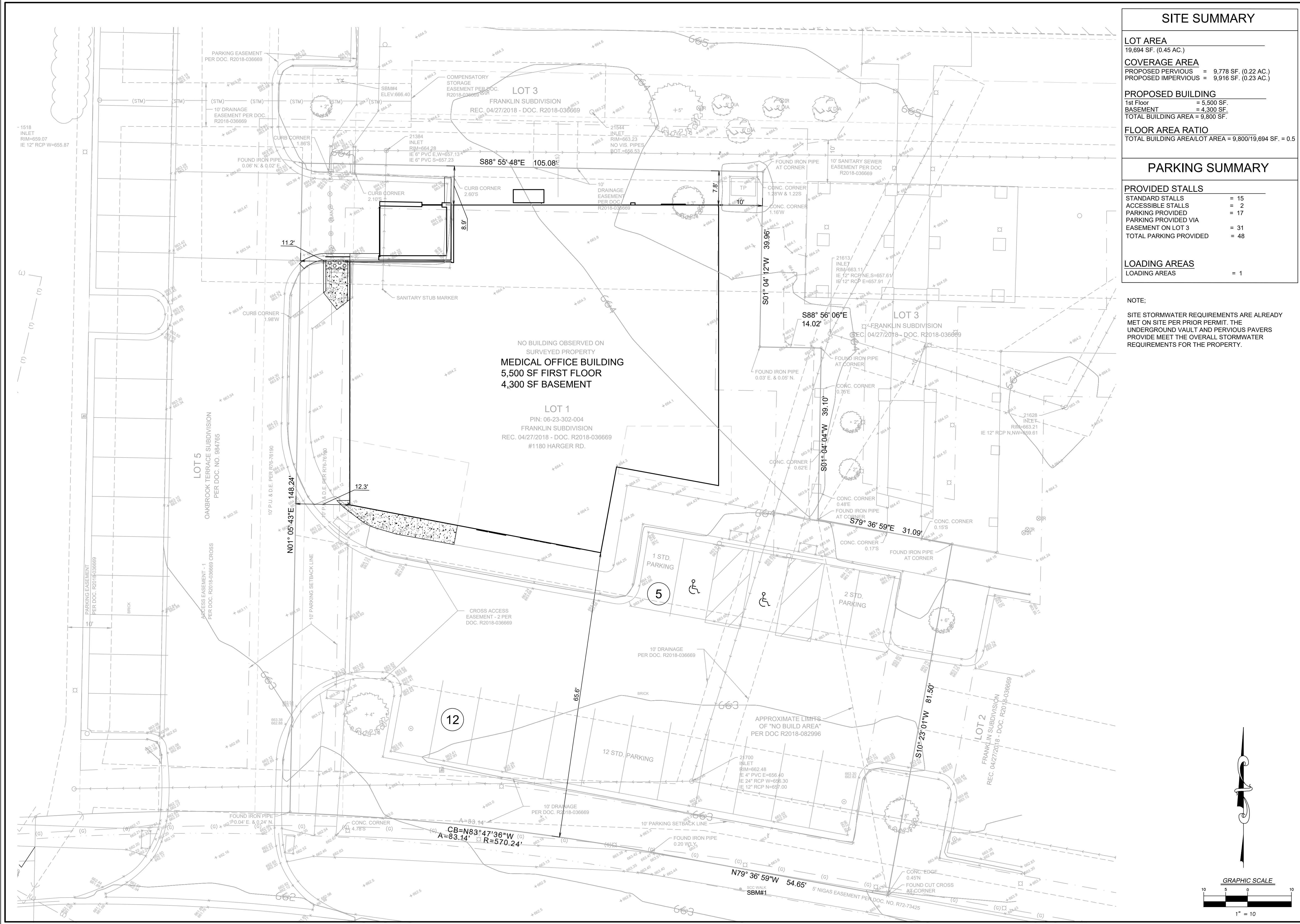
PROJECT #: A23-517

ARCHITECTURAL SITE
PLAN

A-000

OAKBROOK CENTER DR

HARGER ROAD



SITE SUMMARY

LOT AREA
19,694 SF. (0.45 AC.)
COVERAGE AREA
PROPOSED PERVIOUS = 9,778 SF. (0.22 AC.)
PROPOSED IMPERVIOUS = 9,916 SF. (0.23 AC.)

PROPOSED BUILDING
1st Floor = 5,500 SF.
BASEMENT = 4,300 SF.
TOTAL BUILDING AREA = 9,800 SF.

FLOOR AREA RATIO
TOTAL BUILDING AREA/LOT AREA = 9,800/19,694 SF. = 0.5

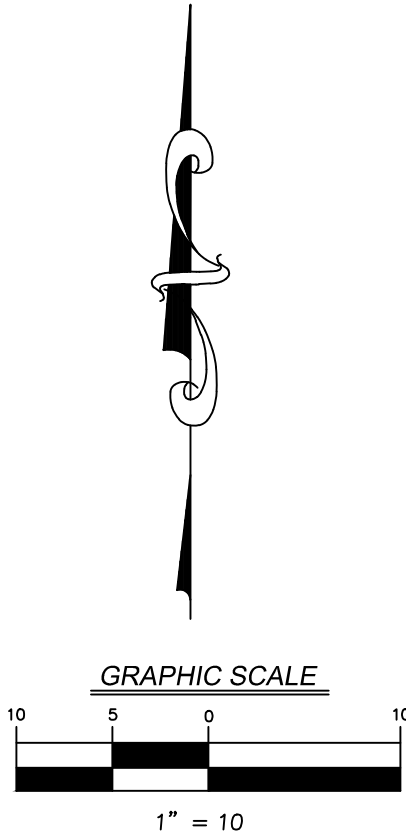
PARKING SUMMARY

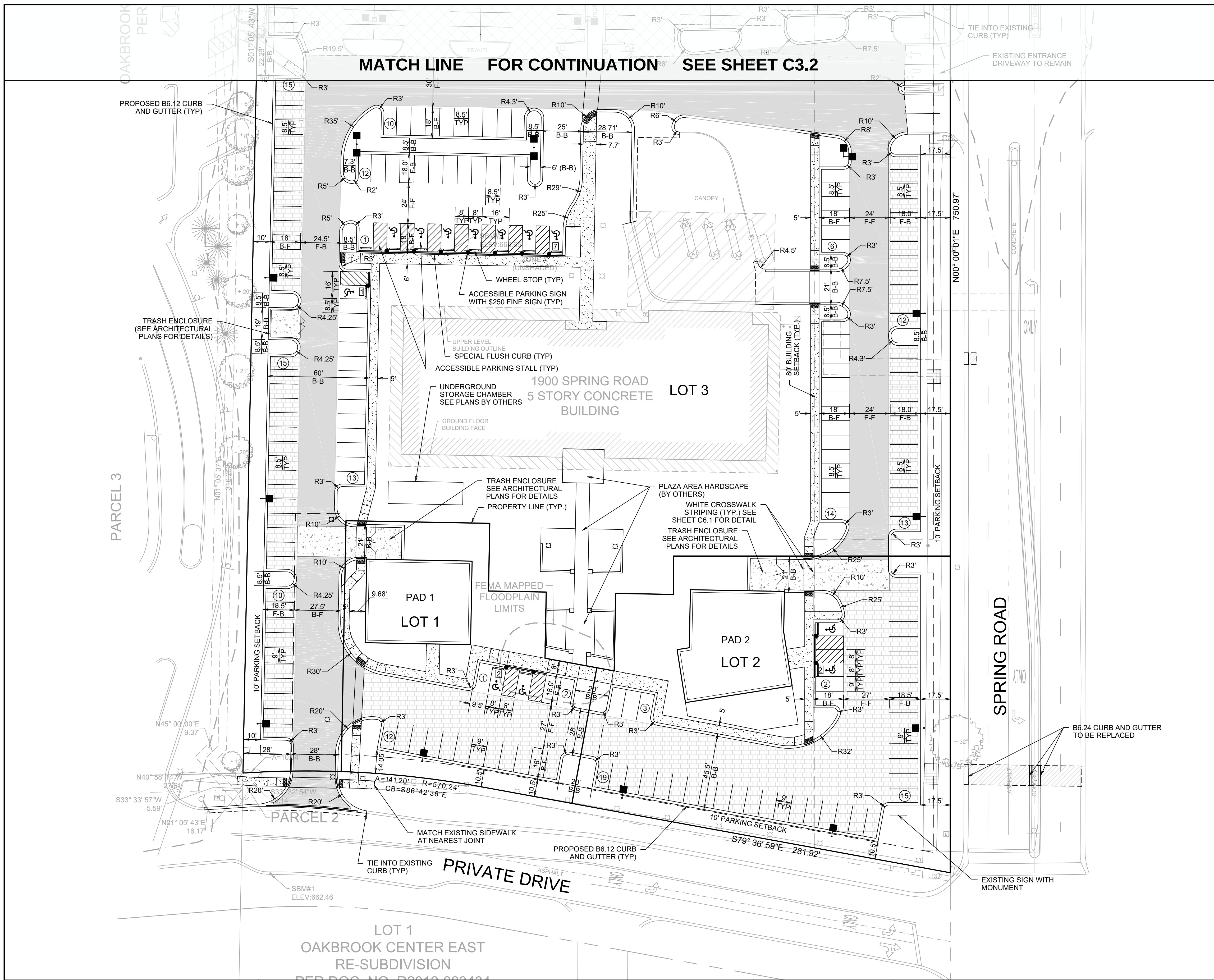
PROVIDED STALLS
STANDARD STALLS = 15
ACCESSIBLE STALLS = 2
PARKING PROVIDED = 17
PARKING PROVIDED VIA
EASEMENT ON LOT 3 = 31
TOTAL PARKING PROVIDED = 48

LOADING AREAS
LOADING AREAS = 1

NOTE:
SITE STORMWATER REQUIREMENTS ARE ALREADY
MET ON SITE PER PRIOR PERMIT. THE
UNDERGROUND VAULT AND PERVIOUS PAVERS
PROVIDE MEET THE OVERALL STORMWATER
REQUIREMENTS FOR THE PROPERTY.

 7325 Janes Avenue Woodridge, IL 60517 630.724.9200 phone www.v3co.com	SITE PLAN KIDS URGENT CARE OAK BROOK ILLINOIS	PROJECT NO.:	ORIGINAL ISSUE DATE: 06-06-24				REVISIONS					
		PROJNUM:										
		PROJECT MANAGER:	PM									
		DESIGNED BY:	DSBY									
		DRAWN BY:	DRBY									
DRAWING NO.			NO.	DATE	DESCRIPTION		NO.	DATE	DESCRIPTION			





- NOTES:**
1. ALL DIMENSIONS SHOWN ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
 2. ALL PROPOSED ON-SITE STRIPING SHALL BE PAINTED YELLOW UNLESS OTHERWISE NOTED.
 3. BUILDING DIMENSIONS ARE TO OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
 4. ALL CURB AND GUTTER SHALL BE B6.12 UNLESS OTHERWISE NOTED.

PAVING LEGEND

HEAVY DUTY BITUMINOUS PAVEMENT

- 2" HMA SURFACE COURSE, MIX C N50
- 3" HMA BINDER COURSE, IL 19, N50
- 10" AGGREGATE BASE COURSE - CA6

REGULAR DUTY BITUMINOUS PAVEMENT

- 1.5" HMA SURFACE COURSE, MIX C N50
- 2.5" HMA BINDER COURSE, IL 19, N50
- 8" AGGREGATE BASE COURSE - CA6

MILL AND OVERLAY

- 1.5" HMA SURFACE COURSE, MIX C N50

CONCRETE PAVEMENT

- 8" P.C. CONCRETE PAVEMENT
- 6" AGGREGATE BASE COURSE - CA6

CONCRETE SIDEWALK

- 5" P.C. CONCRETE PAVEMENT
- 4" AGGREGATE BASE COURSE - CA6

PERVIOUS PAVERS

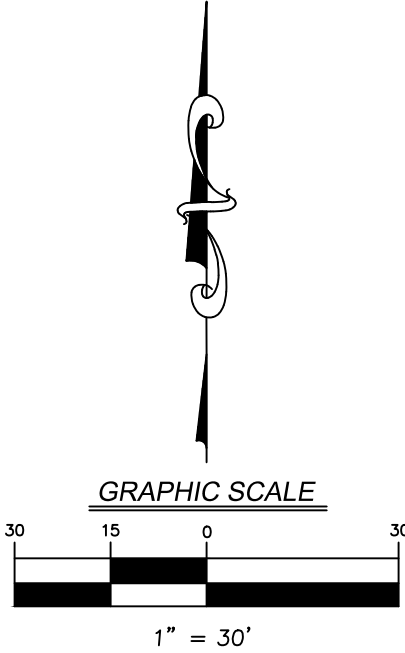
- SEE SHEET C6.1 FOR DETAIL

PAVEMENT RESTORATION

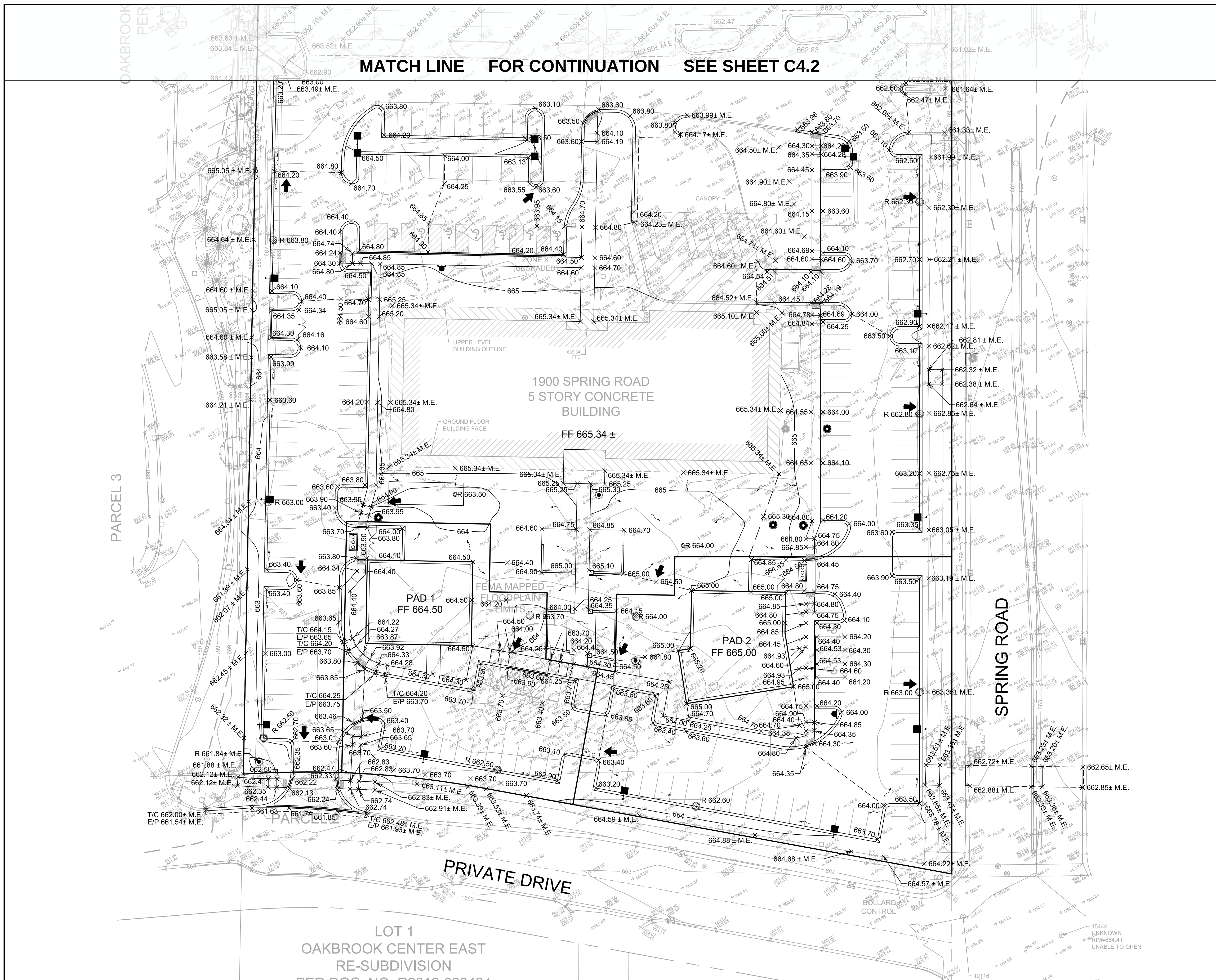
- MATCH EXISTING PAVEMENT SECTION

BITUMINOUS PATH PAVEMENT

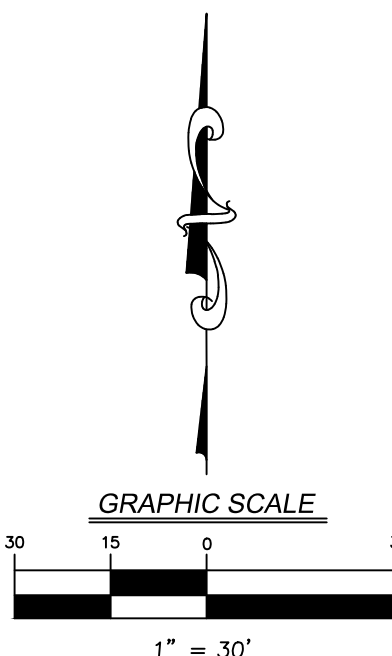
- 2" HMA SURFACE COURSE, MIX C N50
- 5" AGGREGATE BASE COURSE - CA6



 V3 Companies 7325 Janes Avenue Woodridge, IL 60517 630.724.9200 phone 630.724.9202 fax www.v3co.com	REVISIONS				PROJECT NO.: 16255.SOUTH	DESIGNED BY: DDP	1900 SPRING ROAD - SOUTH REDEVELOPMENT	LAYOUT AND PAVING PLAN - SOUTH	C3.1
	NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION			
	1	10-2-17	ISSUED FOR PRICING				ORIGINAL ISSUE DATE: 07-25-2017	CHECKED BY: RAW	
	2	10-13-17	REVISED PER VILLAGE COMMENTS				SCALE: 1:30	PROJECT MANAGER: RAW	
OAK BROOK FINAL ENGINEERING ILLINOIS									



- NOTES:**
1. ALL PAVEMENT SPOT GRADE ELEVATIONS AND RIM ELEVATIONS WITHIN OR ALONG CURB AND GUTTER REFER TO EDGE OF PAVEMENT ELEVATIONS UNLESS OTHERWISE NOTED.
 2. ALL ELEVATIONS SHOWN DEPICT FINISHED GRADE UNLESS OTHERWISE NOTED. SUBTRACT TOPSOIL THICKNESS OR PAVEMENT SECTION TO ESTABLISH SUBGRADE ELEVATIONS.
 3. PROVIDE 1.50% CROSS SLOPE AND 4.00% MAXIMUM LONGITUDINAL SLOPE ON ALL SIDEWALKS AND PEDESTRIAN PATHS UNLESS OTHERWISE INDICATED. PLEASE NOTE THAT THE ILLINOIS ACCESSIBILITY CODE REQUIRES A MAXIMUM CONSTRUCTED CROSS SLOPE OF 2.00% AND LONGITUDINAL SLOPE OF 5.00%.



 V3 Companies 7325 Janes Avenue Woodridge, IL 60517 630.724.9200 phone 630.724.9202 fax www.v3co.com	REVISIONS						PROJECT NO.: 16255.SOUTH	DESIGNED BY: DDP	1900 SPRING ROAD - SOUTH REDEVELOPMENT	GRADING PLAN - SOUTH	C4.1
	NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION	FILE NAME: C4.1 GRD 16255.S0.DWG	DRAWN BY: VRS			
	1	10-2-17	ISSUED FOR PRICING								
	2	10-13-17	REVISED PER VILLAGE COMMENTS								
Visio, Vertere, Virtute... "The Vision to Transform with Excellence"							ORIGINAL ISSUE DATE: 07-25-2017	CHECKED BY: RAW			
							SCALE: 1:30	PROJECT MANAGER: RAW	OAK BROOK	FINAL ENGINEERING	ILLINOIS

MATCH LINE FOR CONTINUATION SEE SHEET C5.2

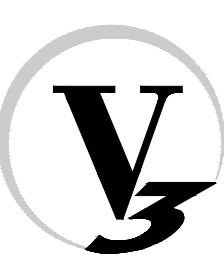
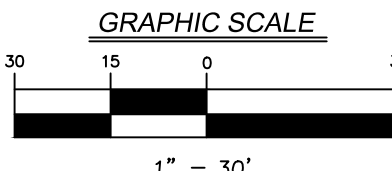
NOTES:

- CONTRACTOR TO FIELD VERIFY LOCATION, INVERT, AND SIZE OF ALL EXISTING UTILITIES PRIOR TO ORDERING MATERIALS OR BEGINNING UTILITY WORK. CONTRACTOR TO NOTIFY ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
- UNLESS INDICATED OTHERWISE, FRAME AND OPEN LID STORM STRUCTURES IN PAVEMENT SHALL BE NEENAH R-2502 WITH TYPE D LID OR APPROVED EQUAL, AND FRAME AND CLOSED LID STORM STRUCTURES IN PAVEMENT SHALL BE NEENAH R-1772 OR APPROVED EQUAL. FRAME AND OPEN LID STORM STRUCTURES IN OPEN SPACE SHALL BE R-4340-B OR APPROVED EQUAL. ALL FRAME AND GRATES SHALL CONFORM TO LOCAL MUNICIPALITY REQUIREMENTS. FRAME AND CLOSED LID STORM STRUCTURES LOCATED WITHIN AN ACCESSIBLE ROUTE SHALL BE NEENAH R-1772 WITH TYPE C LID (OR EQUIVALENT) WITH PERMA-GRIP SURFACE. DRILL 1 - 1" DIAMETER LIFT HOLE INSTEAD OF A STANDARD PICK HOLE.
- LIGHT POLES SHOWN FOR COORDINATION OR LOCATION PURPOSES ONLY AND DO NOT REPRESENT ACTUAL SIZE. SEE PLANS BY SITE LIGHTING CONSULTANT FOR SITE LIGHTING INFORMATION.
- SEE SHEET C5.3 AND C5.4 FOR SANITARY SEWER PROFILES.

ST 1-1 4' MH (CLOSED) RIM: 661.84 IE: 656.19 (SW) ± F.V. IE: 656.19 (E) IE: 656.19 (N)	ST 1-2 4' MH (OPEN) RIM: 662.50 IE: 656.48 (E) IE: 657.54 (N) IE: 656.48 (W) IE: 660.58 (E,W)	ST 1-3 4' MH (OPEN) RIM: 662.60 IE: 656.72 (NE) IE: 656.72 (W) IE: 660.68 (E,W)	ST 1-4 4' MH (OPEN) RIM: 663.00 IE: 657.11 (N) IE: 657.11 (SW) IE: 661.08 (N,S)	ST 1-5 4' MH (OPEN) RIM: 662.80 IE: 657.67 (N) IE: 657.67 (S) IE: 660.88 (N,S)
ST 1-6 4' MH (OPEN) RIM: 662.30 IE: 658.27 (S) IE: 660.38 (N,S)	ST 1-7 4' MH (OPEN) RIM: 662.50 IE: 656.24 (N) IE: 656.24 (S) IE: 660.58 (N)	ST 1-8 4' MH (OPEN) RIM: 663.00 IE: 656.77 (N) IE: 656.77 (E) IE: 661.08 (N,S)	ST 1-9 4' MH (OPEN) RIM: 663.80 IE: 659.57 (S) IE: 661.88 (N,S)	ST 1-10 4' MH (OPEN) RIM: 663.70 IE: 659.68 (NE) IE: 660.20 (E) IE: 659.68 (S)
ST 1-11 4' MH (OPEN) RIM: 664.00 IE: 660.52 (E) IE: 660.52 (NE) IE: 660.52 (W) IE: 660.52 (S)	ST 1-12 4' MH (CLOSED) RIM: 664.70 IE: 660.78 (E) IE: 660.78 (N)	ST 1-13 2' INLET RIM: 664.00 IE: 660.80 (SW)	ST 1-14 4' MH (CLOSED) RIM: 665.15 IE: 660.91 (SW) IE: 660.91 (N) ± F.V.	ST 1-15 2' INLET RISER SEE PLANS BY OTHERS RIM: 663.50
OW 1 OBSERVATION WELL SEE DETAILS RIM: 663.22 IE: 661.30 (S)	OW 2 OBSERVATION WELL SEE DETAILS RIM: 664.15 IE: 662.23 (N)	OW 3 OBSERVATION WELL SEE DETAILS RIM: 663.94 IE: 662.02 (S)	OW 4 OBSERVATION WELL SEE DETAILS RIM: 663.44 IE: 661.52 (N)	
OW 5 OBSERVATION WELL SEE DETAILS RIM: 663.44 IE: 661.52 (S)	OW 6 OBSERVATION WELL SEE DETAILS RIM: 663.21 IE: 661.29 (E)	OW 7 OBSERVATION WELL SEE DETAILS RIM: 662.90 IE: 660.98 (W)	OW 8 OBSERVATION WELL SEE DETAILS RIM: 663.22 IE: 661.30 (E)	
OW 9 OBSERVATION WELL SEE DETAILS RIM: 663.72 IE: 661.80 (W)	OW 10 OBSERVATION WELL SEE DETAILS RIM: 663.52 IE: 661.60 (N)	OW 11 OBSERVATION WELL SEE DETAILS RIM: 663.52 IE: 661.60 (S)	OW 12 OBSERVATION WELL SEE DETAILS RIM: 663.37 IE: 661.45 (N)	
OW 13 OBSERVATION WELL SEE DETAILS RIM: 663.17 IE: 661.25 (S)	OW 14 OBSERVATION WELL SEE DETAILS RIM: 663.02 IE: 661.10 (N)	OW 15 OBSERVATION WELL SEE DETAILS RIM: 662.59 IE: 660.67 (S)	FH 1 FG: 664.60	FH 2 FG: 664.90
VB 1 6" VALVE IN VALVE BOX R 664.8	VB 2 6" VALVE IN VALVE BOX R 664.4	VV 1 6" VALVE IN 4' DIA. VAULT R 664.11 ± M.E.	VV 2 6" VALVE IN 4' DIA. VAULT R 663.82 ± M.E.	

UTILITY CROSSING DATA

C01	EX. DRY UTILITIES B/D 658.95± F.V. PR. 8" SAN T/P 654.37	C11	PR. 18" STM B/P 656.86 EX. STM T/P 653.76± F.V.
C02	PR. 4" STM B/P 661.08 PR. 12" STM B/P 657.55 PR. 8" SAN T/P 654.53	C12	PR. 18" STM B/P 656.78 EX. STM T/P 654.45± F.V.
C03	PR. 8" SAN B/P 653.96 EX. STM T/P 653.55± F.V.	C13	PR. 18" STM B/P 656.75 W/ WM PROT. PR. 6" WM T/P 655.25
C04	PR. 8" SAN B/P 654.28 EX. STM 654.00± F.V.	C14	PR. 4" STM B/P 661.50 EX. STM T/P 654.44± F.V.
C05	EX. TEL. LINE B/D 659.50± F.V. PR. 8" WM T/P 657.50 PR. 6" WM T/P 657.30	C15	PR. 18" STM B/P 656.63 W/ WM PROT. PR. 6" WM T/P 655.13
C06	EX. 4" STM B/P 659.54± F.V. W/ WM PROT. PR. 8" WM T/P 658.00 PR. 6" WM T/P 657.80	C16	PR. 6" STM B/P 660.92 W/ WM PROT. PR. 6" WM T/P 659.42
C07	EX. DRY UTILITIES B/D 659.81± F.V. PR. 8" WM T/P 657.81 PR. 6" WM T/P 657.61	C17	PR. 6" STM B/P 660.76 W/ WM PROT. PR. 6" WM T/P 659.26
C08	PR. 4" STM B/P 661.49 W/ WM PROT. PR. 8" WM T/P 657.91 PR. 6" WM T/P 657.71	C18	PR. 12" STM B/P 660.44 PR. 6" SAN T/P 656.77
C09	PR. 8" WM B/P 657.43 PR. 6" WM B/P 657.43 EX. STM T/P 653.69± F.V.	C19	PR. 12" STM B/P 658.10 W/ WM PROT. PR. 6" WM T/P 656.60
C10	PR. 8" WM B/P 657.65 PR. 6" WM B/P 657.65 EX. STM T/P 654.43± F.V.	C20	PR. 8" STM B/P 659.88 PR. 6" SAN T/P 658.47
		C21	EX. WM B/P 656.01± F.V. PR. 8" WM T/P 655.00 PR. 6" WM T/P 655.00
		C22	PR. 8" WM B/P 656.79 PR. 6" WM B/P 656.79 EX. STM T/P 656.22± F.V.



V3 Companies
7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
630.724.9202 fax
www.v3co.com

Visio, Vertere, Virtute... "The Vision to Transform with Excellence"

REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	10-2-17	ISSUED FOR PRICING			
2	10-13-17	REVISED PER VILLAGE COMMENTS			

PROJECT NO.: 16255.SOUTH	DESIGNED BY: DDP
FILE NAME: C5.1 UTIL 16255.S0.DWG	DRAWN BY: VRS
ORIGINAL ISSUE DATE: 07-25-2017	CHECKED BY: RAW
SCALE: #####	PROJECT MANAGER: RAW

1900 SPRING ROAD - SOUTH
REDEVELOPMENT

OAK BROOK FINAL ENGINEERING ILLINOIS

UTILITY PLAN - SOUTH

DRAWING NO.

C5.1

16255 SOUTH - UTILITY PLAN - SOUTH



KIDS URGENT CARE
1180 HARGER ROAD,
OAK BROOK, ILLINOIS

REV.	DESCRIPTION	DATE
	Plan	11/24/2023
	IFZ	2/05/2024
	PRELIM SUBMITAL	3/29/2024
	APPLICATION	4/07/2024
	PRELIM HEARING	4/23/2024
	PUD APPLICATION	6/07/2024

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PROJECT #: A23-517

CONTEXT SITE PLAN

A-001

2 FLOOR PLAN - LEVEL 1 ASK 2
3/16" = 1'-0"

CONCEPTUAL BLOCK PLAN

5,500 sq.ft. Main Lvl
4,300 sq.ft. Basement

FLOOR PLAN LEGEND

- NEW CONSTRUCTION
- EXISTING WALLS
- NIC (NOT IN CONTRACT)

KEYNOTES - FLOOR PLAN

- 01 PROVIDE ACCESS PANEL TO EXISTING F.D.C.
- 02 NEW ALUMINUM/GLASS VESTIBULE WITH MAIL SLOT, AND ADDRESS ABOVE DOORS. PROVIDE MOTOR AUTOMATIC DOOR OPENERS.
- 03 NEW STOREFRONT DOOR WITH CLOSER IN EXISTING STOREFRONT SYSTEM
- 04 NEW CONCRETE STOOP AT NEW DOOR
- 05 SEE SP-SHEET FOR NEW EXTERIOR RELIEF AREA, AND NEW EXTERIOR HM DOOR WITH NEW STEEL LINTEL BY MASON
- 06 EXISTING COLUMNS, VERIFY LOCATION IN FIELD, AND CENTER IN NEW WALL.

RWE
PLANNING + DESIGN

ARCHITECTURE PLANNING DESIGN
1303 OGDEN AVE., DOWNERS GROVE, IL 60515

KIDS URGENT CARE
1180 HARGER ROAD,
OAK BROOK, ILLINOIS

REV.	DESCRIPTION	DATE
	Plan	11/24/2023
	PRELIM HEARING	4/23/2024
	PUD APPLICATION	6/07/2024

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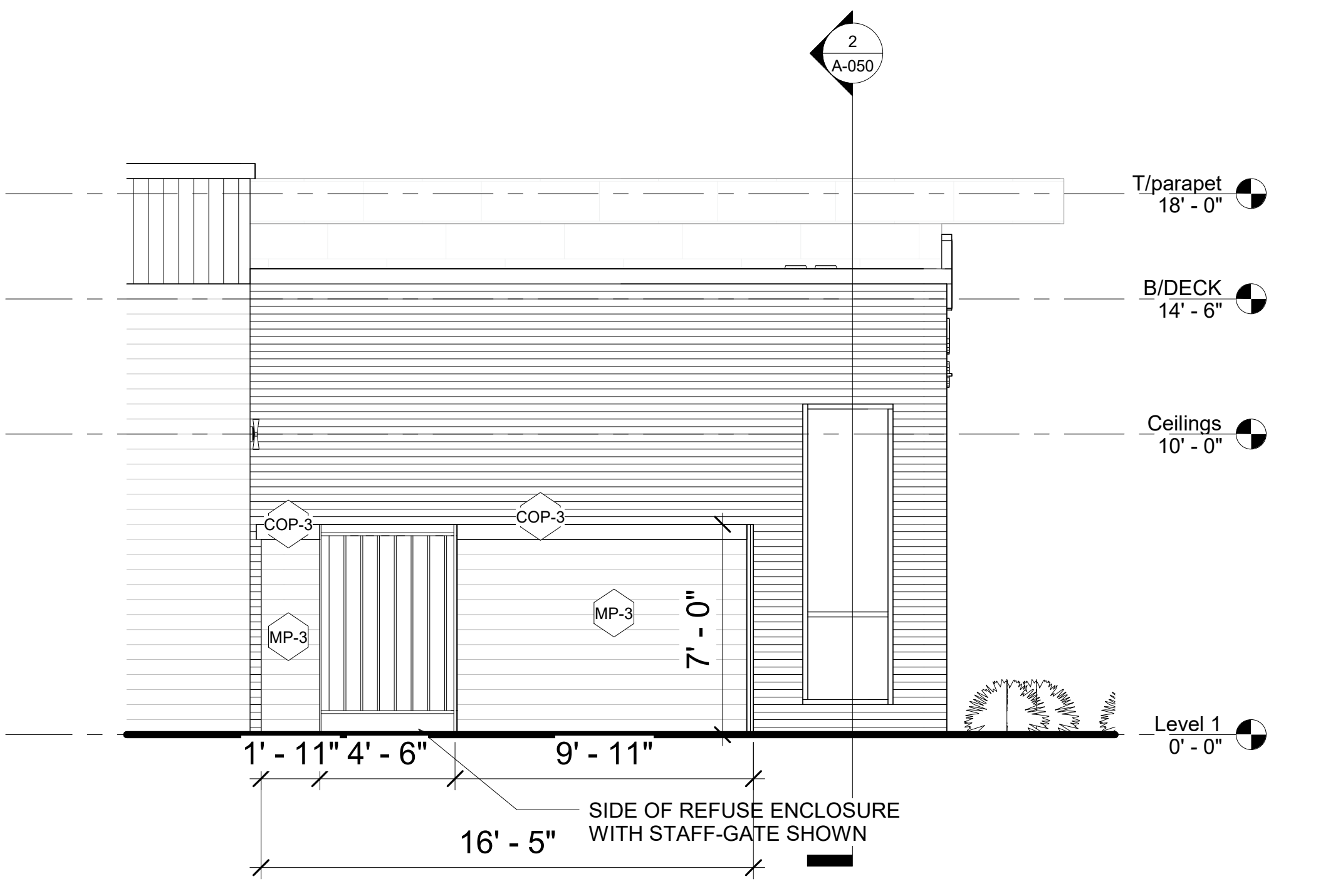
PROJECT #: A23-517

FLOOR PLAN - MAIN LEVEL

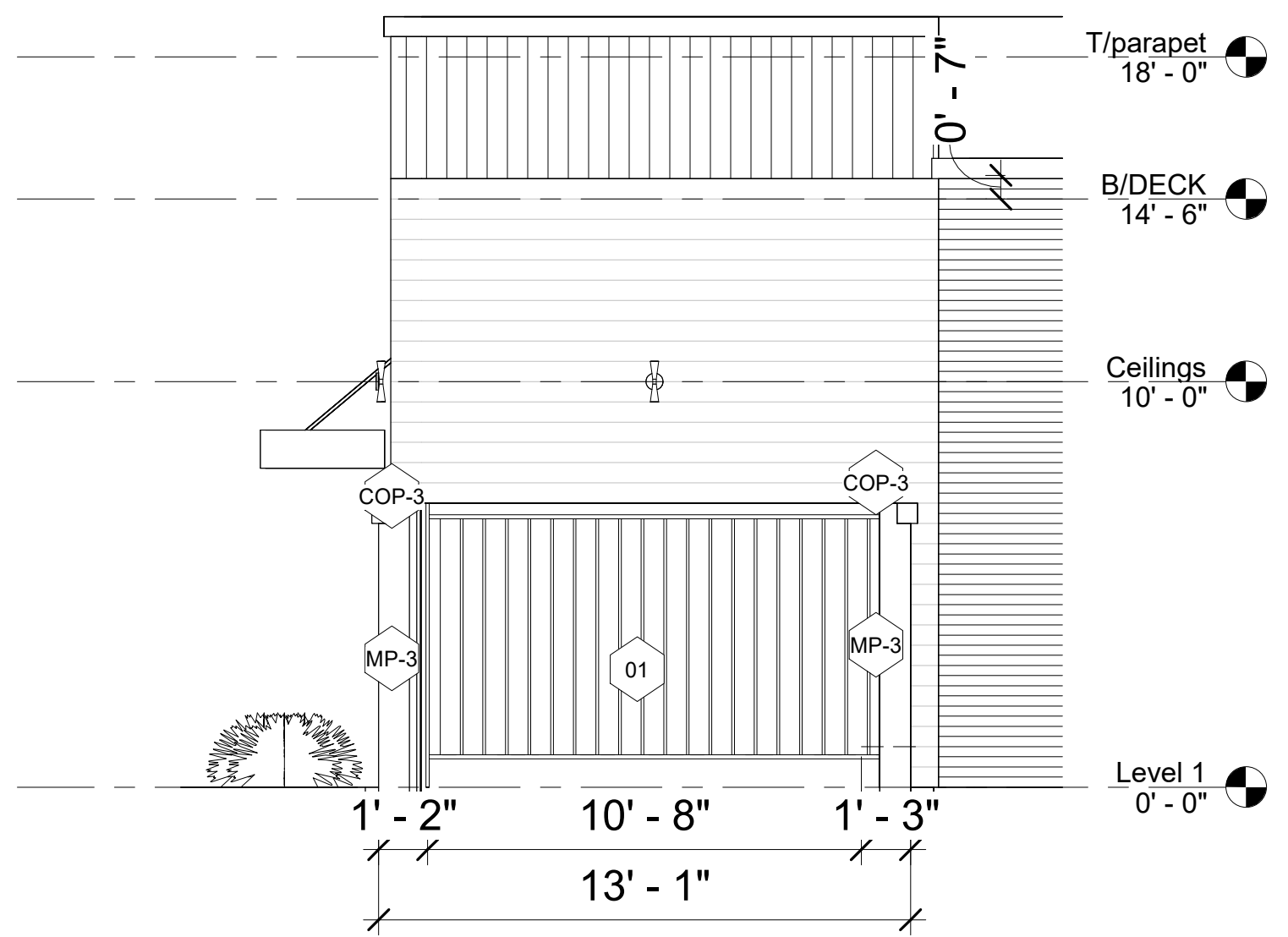
A-101



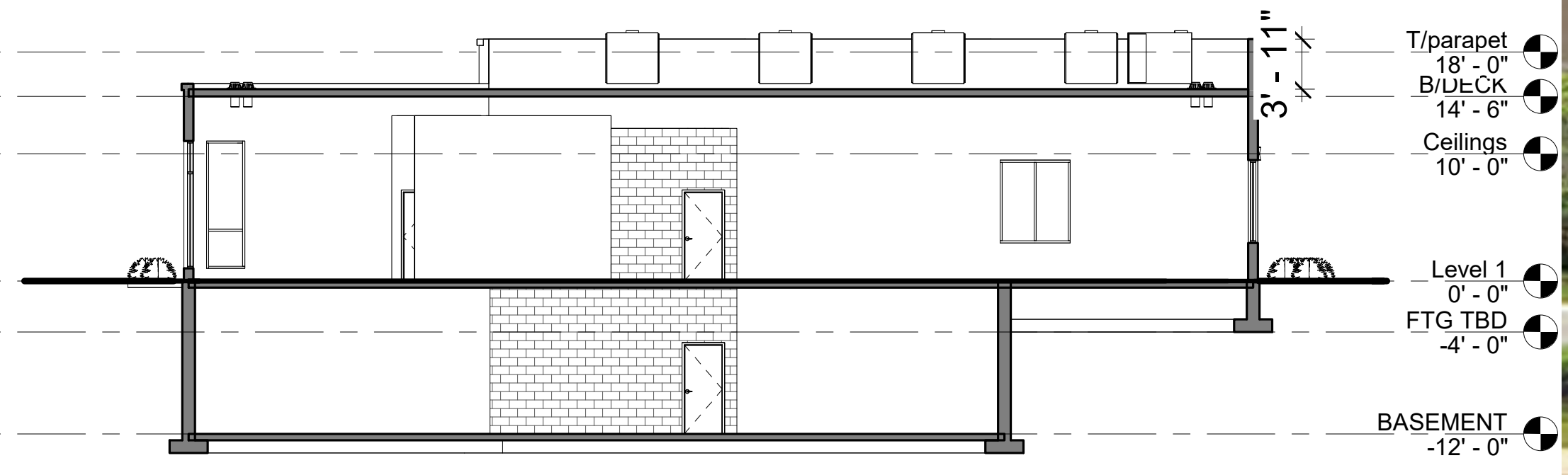
Page 264 of 537



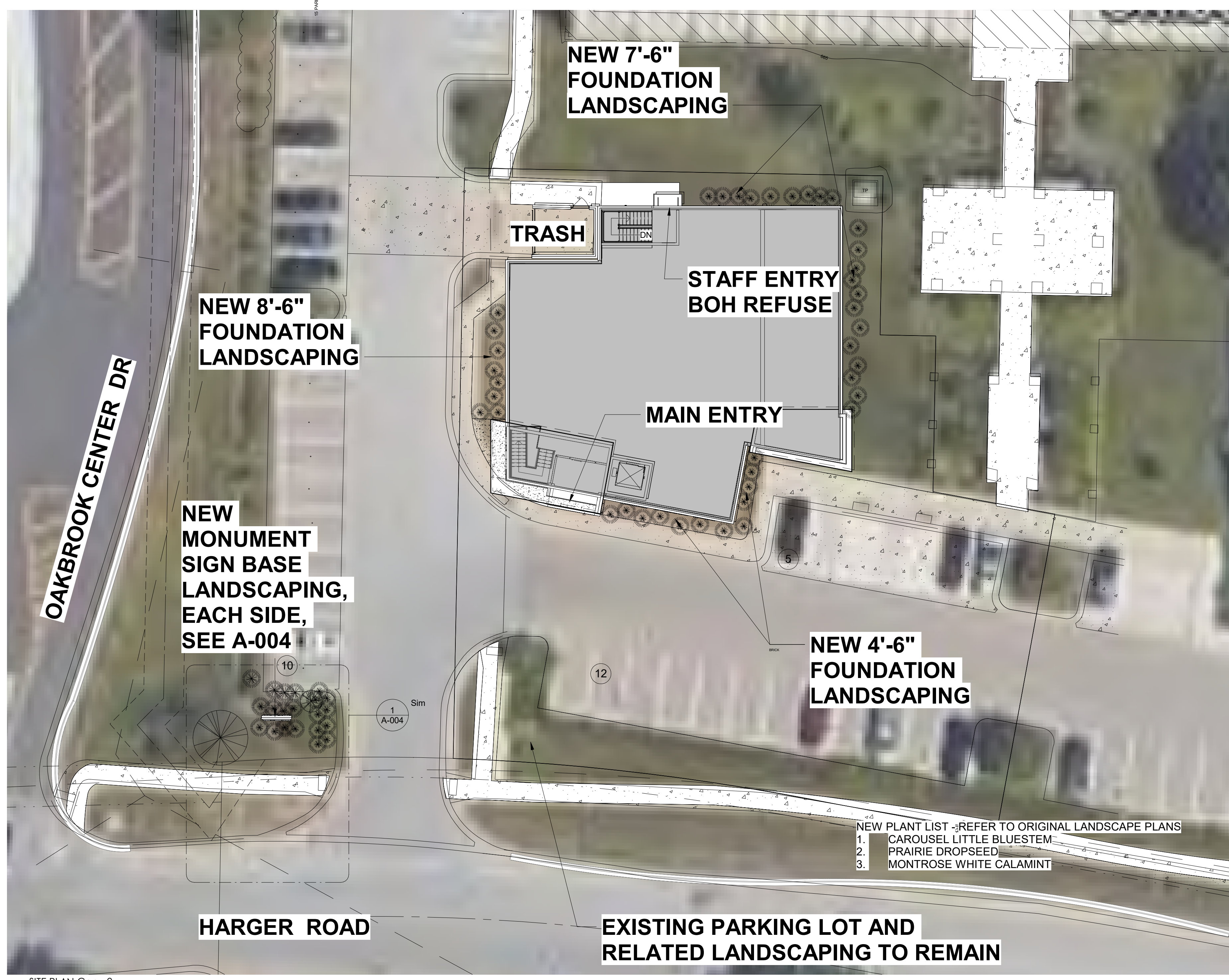
2 REFUSE ENCLOSURE - NORTH
1/4" = 1'-0"



3 REFUSE ENCLOSURE - WEST
1/4" = 1'-0"



4 RTU SCREENING SECTION
3/32" = 1'-0"



1 SITE PLAN Copy 2
1/16" = 1'-0"

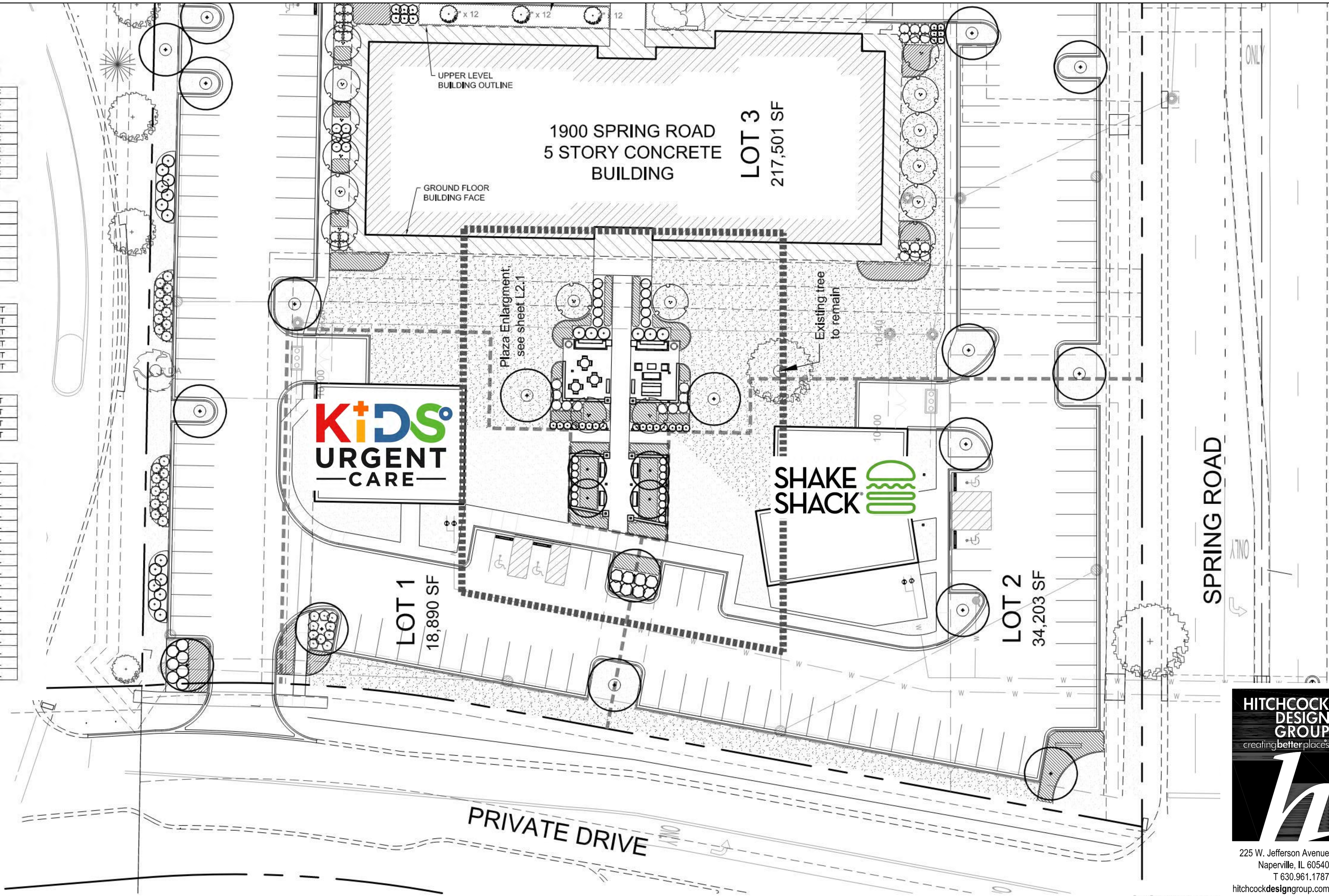


IMAGE OF EXISTING DRIVEWAY INTO SITE, EXISTING PARKING, AND EXISTING PERIMETER LANDSCAPING

REV.	DESCRIPTION	DATE
	Plan	11/24/2023
	IFZ	2/05/2024
	PRELIM SUBMITAL	3/29/2024
	APPLICATION	4/07/2024
	PRELIM HEARING	4/23/2024
	PUD APPLICATION	6/07/2024

Preliminary Plant Material List

Botanical Name	Common Name	Size
Shade Trees		
Acer x freemanii 'Marmo'	Marmo Freeman Maple	2.5" C
Celtis occidentalis	Hackberry	2.5" C
Gleditsia triacanthos var. inermis 'Shademaster'	Shademaster Thornless Honeylocust	2.5" C
Gymnocladus dioica 'Prairie Titan (male)'	Prairie Titan Kentucky Coffeetree	2.5" C
Quercus alba	White Oak	2.5" C
Quercus macrocarpa	Bur Oak	2.5" C
Taxodium distichum	Bald Cypress	2.5" C
Ulmus x 'Morton', 'Frontier'	Accolade and Frontier Elm	2.5" C
*Trees located in parking islands will be 3" cal.		
Intermediate Trees		
Amelanchier x grandiflora	Apple Serviceberry	6' HT
Cornus kousa	Kousa Dogwood	6' HT
Cercis canadensis	Eastern Redbud	6' HT
Crataegus crusgalli var. inermis	Thornless Cockspur Hawthorn	6' HT
Hamamelis vernalis	Vernal Witchhazel	6' HT
Magnolia x soulangeana	Saucer Magnolia	6' HT
Syringa reticulata	Japanese Tree Lilac	6' HT
Deciduous Shrubs		
Aronia melanocarpa 'Morton'	Iroquois Beauty™ Black Chokeberry	2'-3' HT
Deutzia gracilis 'Nikko'	Dwarf Slender Deutzia	2'-3' HT
Diervilla lonicera	Dwarf Bush-honeysuckle	2'-3' HT
Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	2'-3' HT
Spiraea betulifolia 'Tor'	Tor Birchleaf Spirea	2'-3' HT
Syringa x media 'Penda'	Bloomerang Purple Liac	2'-3' HT
Evergreen Shrubs		
Junepenus chinensis 'Pfitzeriana Compacta'	Compact Pfitzer Juniper	24" HT
Juniperus chinensis sargentii 'Viridis'	Green Sargent Juniper	24" HT
Pinus mugo 'Compacta'	Compact Mugo Pine	24" HT
Taxus x media 'Tautonii'	Tauton Anglojap Yew	24" HT
Perennials		
Allium tanguticum 'Summer Beauty'	Summer Beauty Ornamental Chive	1 GAL
Amsonia 'Blue Ice'	Blue Ice Bluestars	1 GAL
Amsonia hubrichtii 'Halfway to Arkansas'	'Halfway to Arkansas' Narrow Leaf Blue	1 GAL
Anemone sylvestris "	Snowdrop Anemone	1 GAL
Bergenia cordifolia 'Winterglod'	Winterglow Bergenia	1 GAL
Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	1 GAL
Calamintha nepeta 'Montrose White'	Montrose White Calamint	1 GAL
Echinacea purpurea 'Magnus'	Magnus Purple Coneflower	1 GAL
Hemerocallis 'Happy Returns'	Happy Returns Daylily	1 GAL
Hemerocallis 'Rosy Returns'	Rosy Returns Daylily	1 GAL
Heuchera micrantha 'Palace Purple'	Small Flowered Coral Bells	1 GAL
Hosta 'Royal Standard'	Royal Standard Plantain Lily	1 GAL
Nepeta x faassenii 'Early Bird'	Early Bird Catmint	1 GAL
Nepeta x faassenii 'Walker's Low'	Walker's Low Catmint	1 GAL
Perovskia atriplicifolia 'Little Spire'	Little Spire Russian Sage	1 GAL
Rudbeckia speciosa 'Viette's Little Suzy'	Viette's Little Suzy Black-eyed Susan	1 GAL
Schizachyrium scoparium 'Carousel'	Carousel Little Bluestem	1 GAL
Sporobolus heterolepis "	Prairie Dropseed	1 GAL
Veronica 'Eveline'	Eveline Speedwell	1 GAL



225 W. Jefferson Avenue
Naperville, IL 60540
T 630.961.1787
hitchcockdesigngroup.com

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PLANNING + DESIGN

ARCHITECTURE PLANNING DESIGN
1303 OGDEN AVE., DOWNERS GROVE, IL 60515

KIDS URGENT CARE
1180 HARGER ROAD,
OAK BROOK, ILLINOIS

REV.	DESCRIPTION	DATE
Plan		11/24/2023
IFZ		2/05/2024
PRELIM SUBMITAL		3/29/2024
APPLICATION		4/07/2024
PRELIM HEARING		4/23/2024
PUD APPLICATION		6/07/2024

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PROJECT #: A23-517

EXISTING
LANDSCAPING
EXHIBIT

A-003



Google



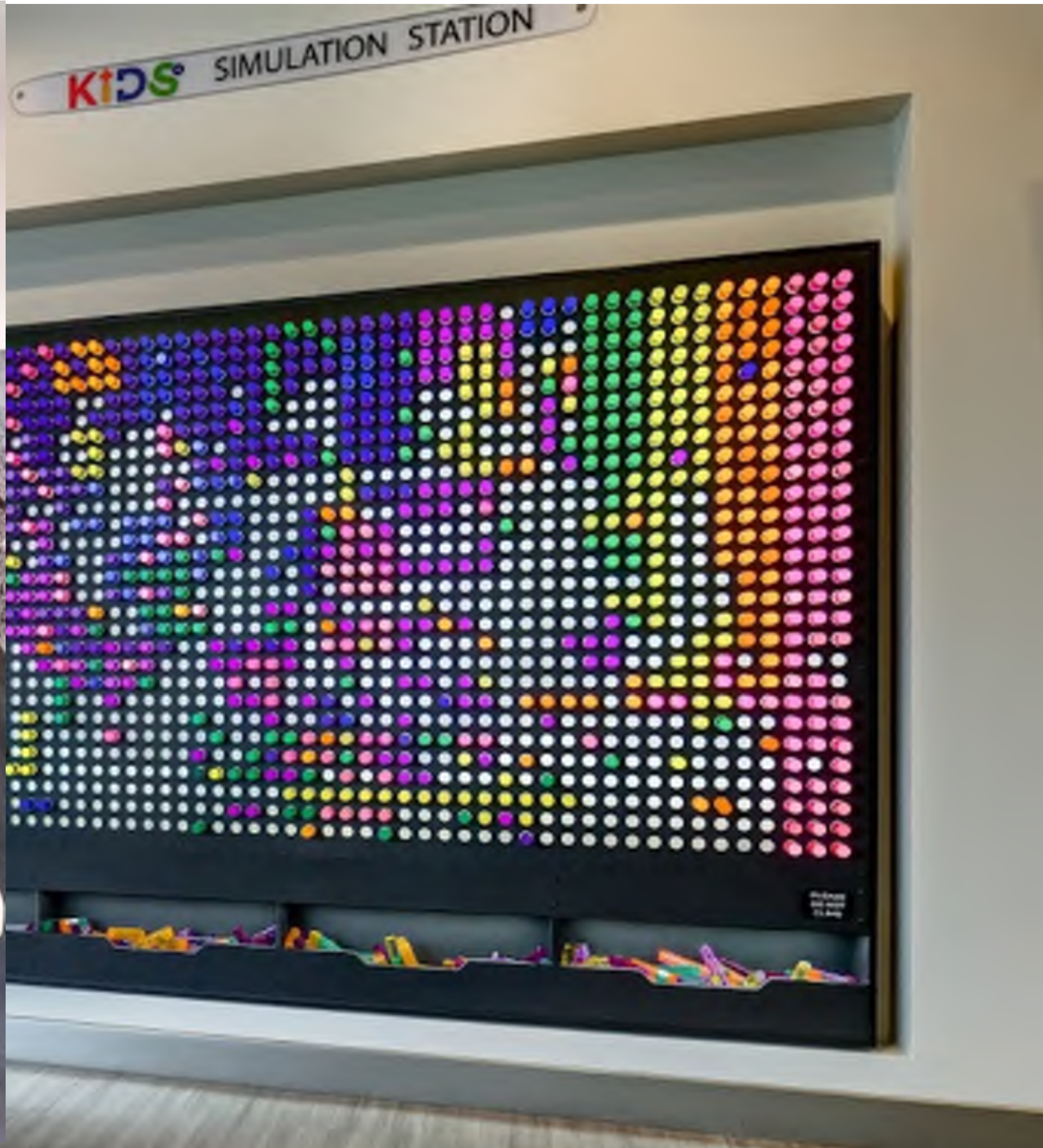
Google



Google



Google



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KIDS URGENT CARE

1180 HARGER ROAD,
OAK BROOK, ILLINOIS

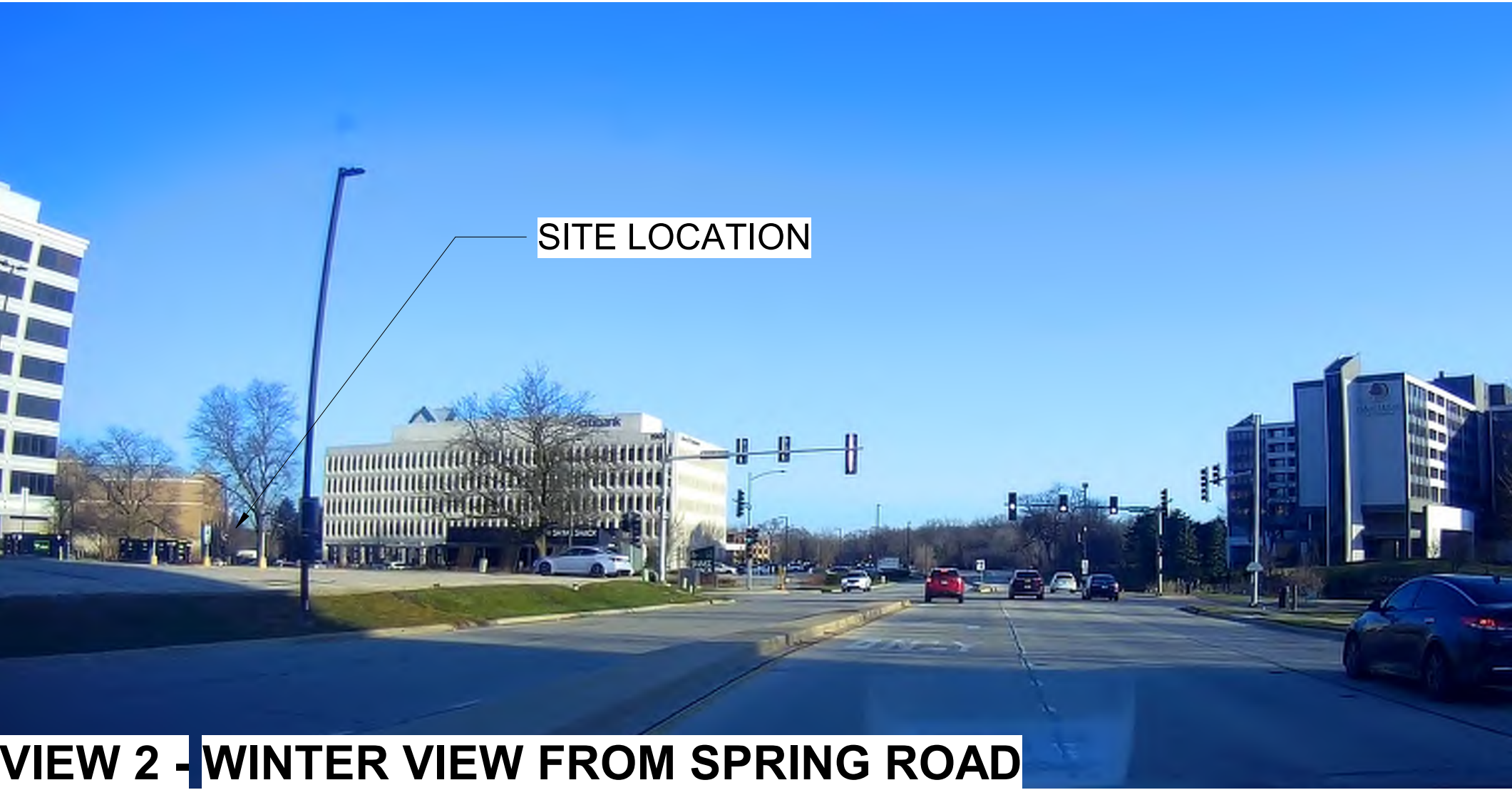
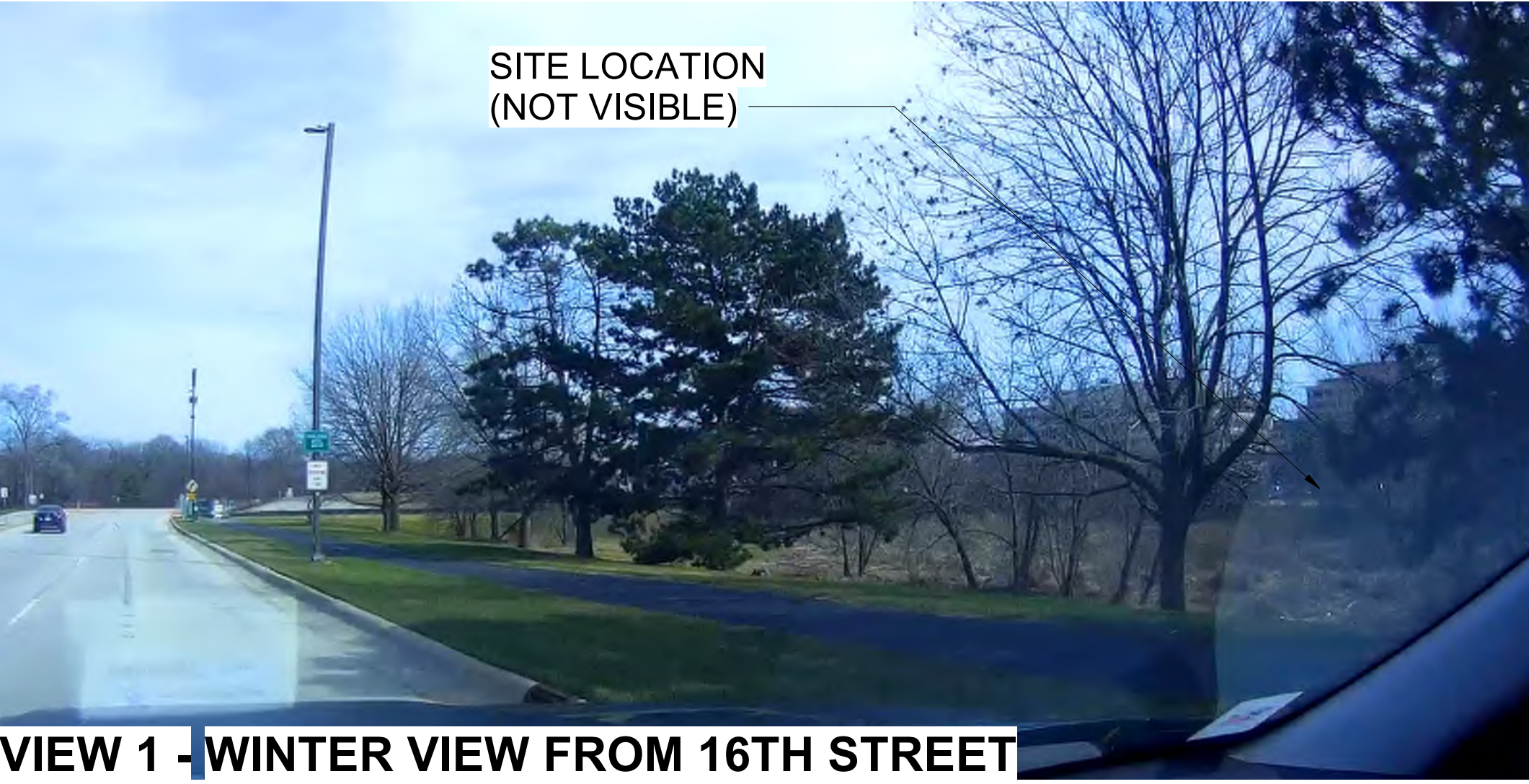
REV.	DESCRIPTION	DATE
IFZ	PRELIM SUBMITTAL	2/05/2024
	PUD APPLICATION	3/29/2024
	PRELIM HEARING	4/19/2024
		4/23/2024

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PROJECT #: A23-517

EXISTING WHEATON
LOCATION

A-027



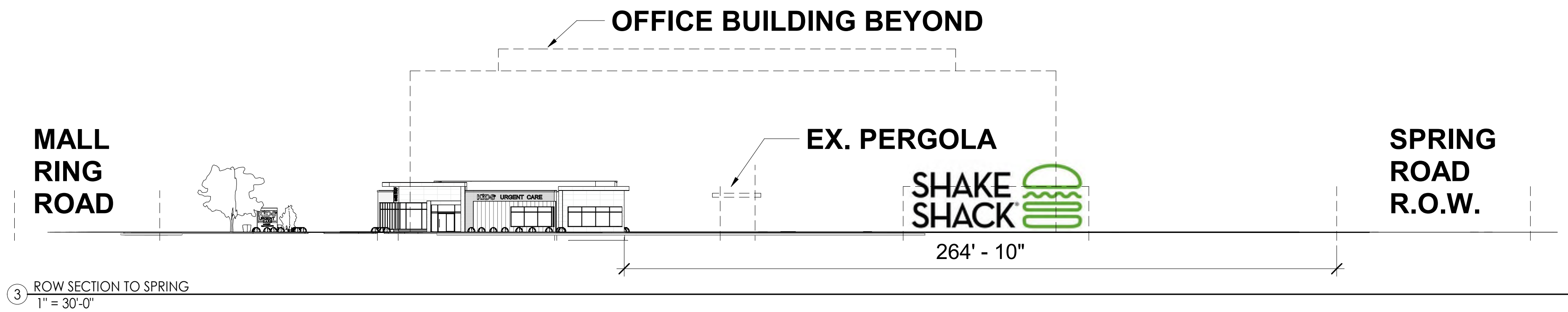
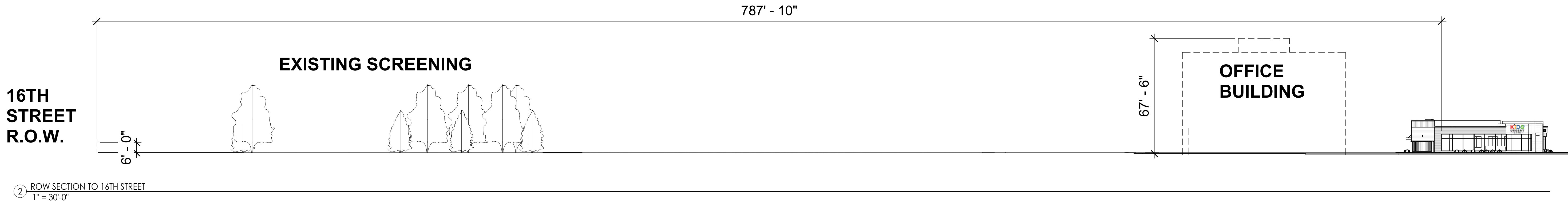
REV.	DESCRIPTION	DATE
1	Plan	11/24/2023
2	IFZ	2/05/2024
3	PRELIM SUBMITTAL	3/29/2024
4	APPLICATION	4/07/2024
5	PRELIM HEARING	4/23/2024
6	PUD APPLICATION	6/07/2024

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PROJECT #: A23-517

ROW INTERSECTION
VIEWS

A-005



REV.	DESCRIPTION	DATE
	Plan	11/24/2023
	IFZ	2/05/2024
	PRELIM SUBMITAL	3/29/2024
	APPLICATION	4/07/2024
	PRELIM HEARING	4/23/2024
	PUD APPLICATION	6/07/2024

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PROJECT #: A23-517

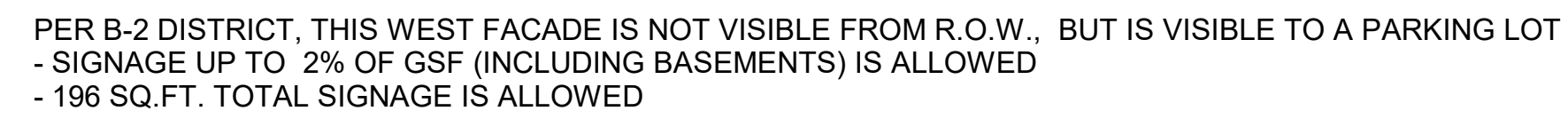
ROW INTERSECTION
SECTION

A-006

WALL SIGNAGE PER B2 DISTRICT AT THE MALL

IF VISIBLE TO A PUBLIC ROW OUTSIDE OF THE MALL, OR A PARKING LOT, THEN
2% OF GSF, INCLUDING BASEMENTS IS ALLOWED
2% OF 9,800 GSF IS
196 SQ.FT. MAX ON SOUTH ELEVATION

UNLIMITED SIGNAGE IF INTERIOR TO A MALL AND NOT VISIBLE FROM EXTERNAL ROW OR PARKING.



Architectural elevation drawing of a building facade. The drawing shows a multi-story building with various window configurations and a central entrance. A sign for "KIDS° URGENT CARE" is mounted on the facade. A shaded rectangular area indicates a specific section of the facade. A horizontal line represents the ground level. Various height markers are indicated on the right side of the drawing.

UP TO 196 SQ.FT. ALLOWED ON THIS FACADE W/ BSMNT

55 SQ.FT. WALL SIGNAGE PROVIDED

UP TO 98 SQ.FT. ALLOWED AT ORIG. 4,800 SQ.FT. FAR

KIDS° URGENT CARE

T/parapet
18' - 0"

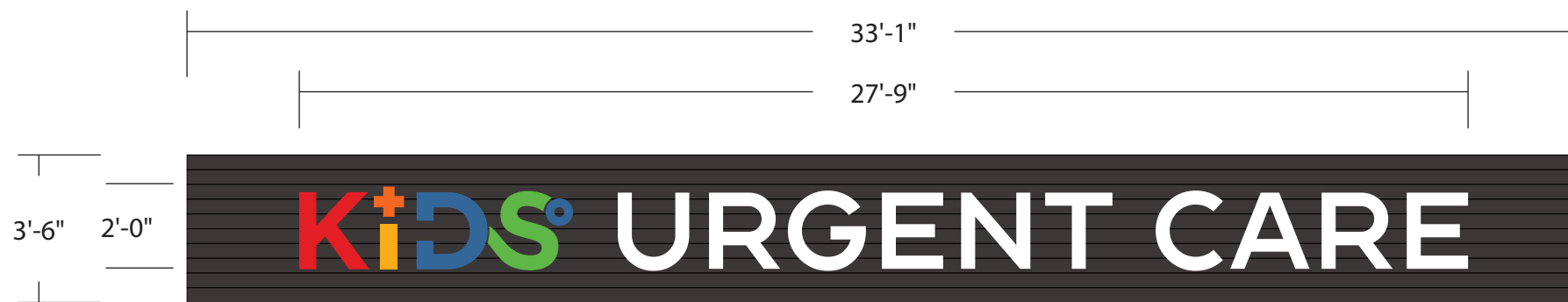
B/DECK
14' - 6"

Ceilings
10' - 0"

Level 1
0' - 0"

FTG TBD
-4' - 0"

PER B-2 DISTRICT, ANY SIGNAGE VISIBLE FROM ROW & PARKING LOTS CAN BE 2% GROSS SQ.FT. OF BUILDING, INCLUDING BASEMENTS
9,800 SF * 0.02 IS 196 SQ.FT. TOTAL ALLOWED



South Elevation Front View
55.5 sq. ft.



Proposed South Elevation Day View



Proposed South Elevation Night View

ONE (1) SET OF FACE LIT - LED ILLUMINATED CHANNEL LETTERS

5" RETURNS / 2" TRIMCAP = PAINTED SATIN MAP TO MATCH VINYL FACES
FACES = 2447 WHITE ACRYLIC with VINYL ON FACES

3630-053 CARDINAL RED

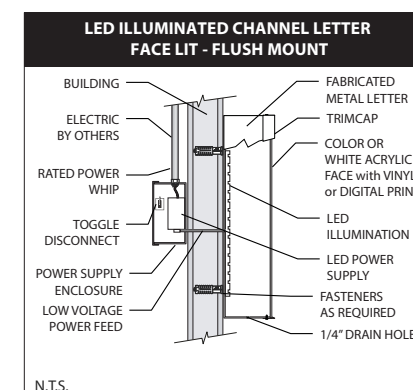
3630-075 MARIGOLD

3630-044 ORANGE

3630-097 BRISTOL BLUE

3630-156 VIVID GREEN

ILLUMINATION = 7100K BRIGHT WHITE LED



SCALE: 1/4" = 1'



7933 W Hwy 6, Westville, IN 46391

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

REP: DJ Hovis 219-384-6759

DATE: 4-8-2024

DRAWING: DJ-0251-3C
REFERENCE:

PROJECT #: 240248

REVISIONS:
1.

CLIENT APPROVAL: _____

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





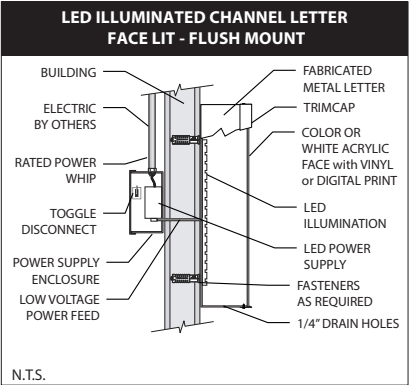
West Elevation Front View
34.16 Sq. Ft.

● **ONE (1) SET OF FACE LIT - LED ILLUMINATED CHANNEL LETTERS**

5" RETURNS / 2" TRIMCAP = PAINTED SATIN MAP TO MATCH VINYL FACES
FACES = 2447 WHITE ACRYLIC with VINYL ON FACES

- 3630-053 CARDINAL RED
- 3630-075 MARIGOLD
- 3630-044 ORANGE
- 3630-097 BRISTOL BLUE
- 3630-156 VIVID GREEN

ILLUMINATION = 7100K BRIGHT WHITE LED



Proposed West Elevation Day View



Proposed West Elevation Night View

SCALE: 1/2" = 1'



7933 W Hwy 6, Westville, IN 46391

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

REP: DJ Hovis 219-384-6759

DATE: 4-18-2024

DRAWING: DJ-0251-4B
REFERENCE:

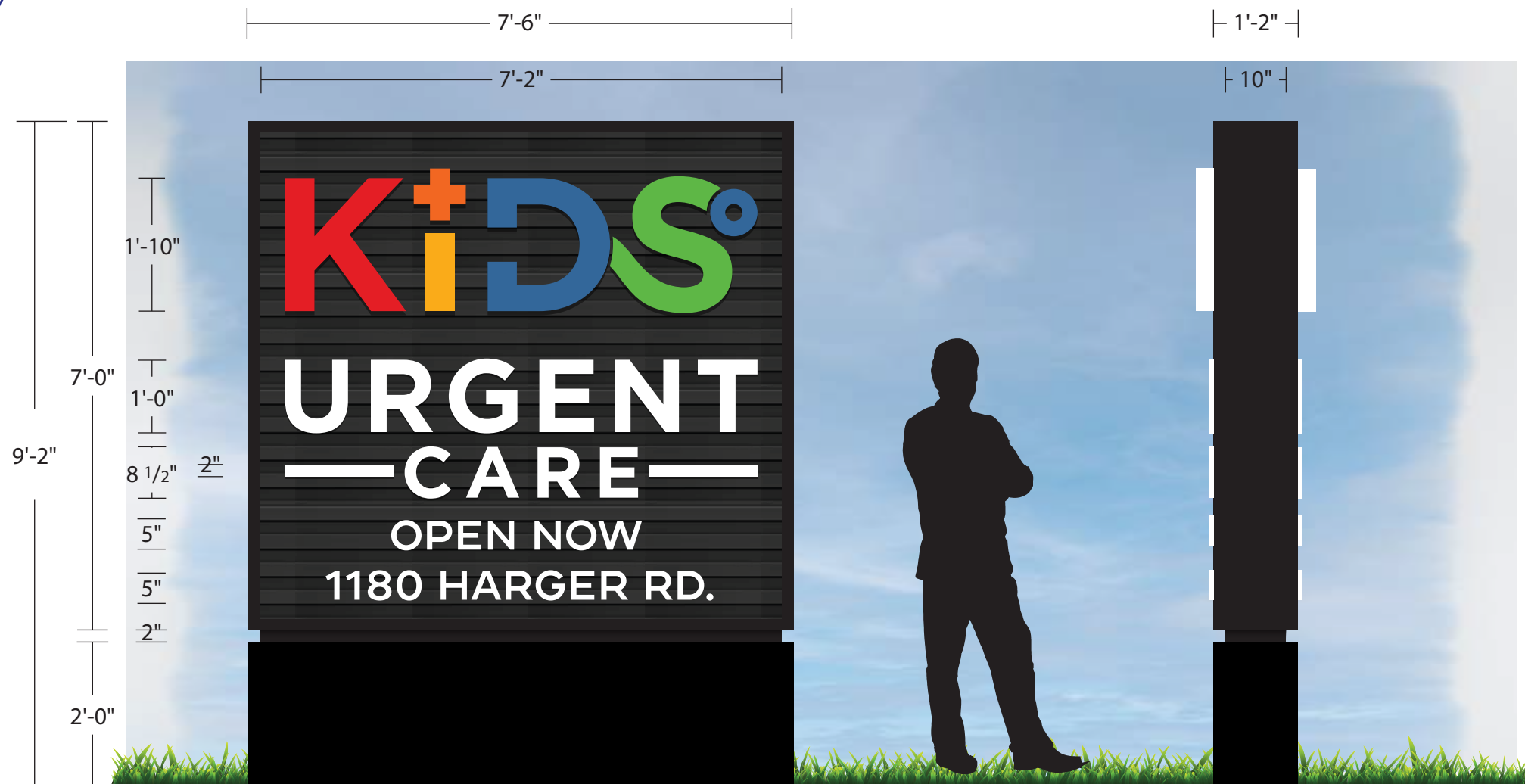
PROJECT #: 240248

REVISIONS:
1.

CLIENT APPROVAL: _____

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





Front View
Sign face: 50.17 sq. ft. (Total 100.34 sq. ft.)

Side View



Proposed Day View



Proposed Night View

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

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

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

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

SCALE: 1/2" = 1'



7933 W Hwy 6, Westville, IN 46391

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

REP: DJ Hovis 219-384-6759

DATE: 4-17-2024

DRAWING: DJ-0251-6
 REFERENCE:

PROJECT #: 240248

REVISIONS:

1. Updated colors & materials 03.21.24
2. Copy edit (add address), add sq. ft. for code, change pole cover to aluminum from stone 3-27-24 JB
3. Add 'OPEN NOW' copy - 4-17-24 JB

CLIENT APPROVAL: _____

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





ROOF PLAN

A-011

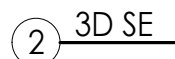
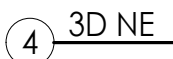
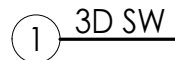
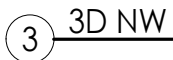


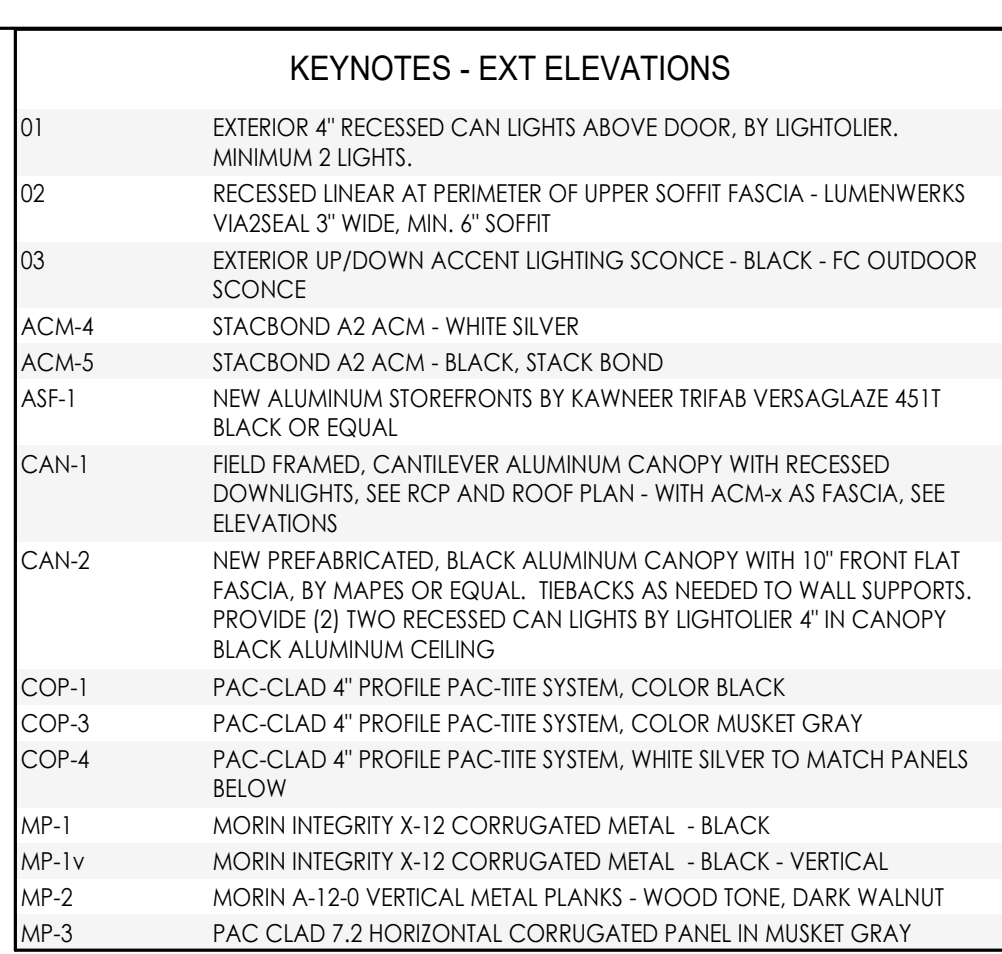
1180 HARGER ROAD,
OAK BROOK, ILLINOIS

6/6/2024 9:31:34 AM

PROJECT #: A23-517

A-020





IF VISIBLE TO A PUBLIC ROW OUTSIDE OF THE
MALL, OR A PARKING LOT, THEN
2% OF GSF, INCLUDING BASEMENTS IS ALLOWED
2% OF 9,800 GSF IS
196 SQ.FT. MAX ON SOUTH ELEVATION

1 BUILDING ELEVATION - WEST
1/4" = 1'-0"



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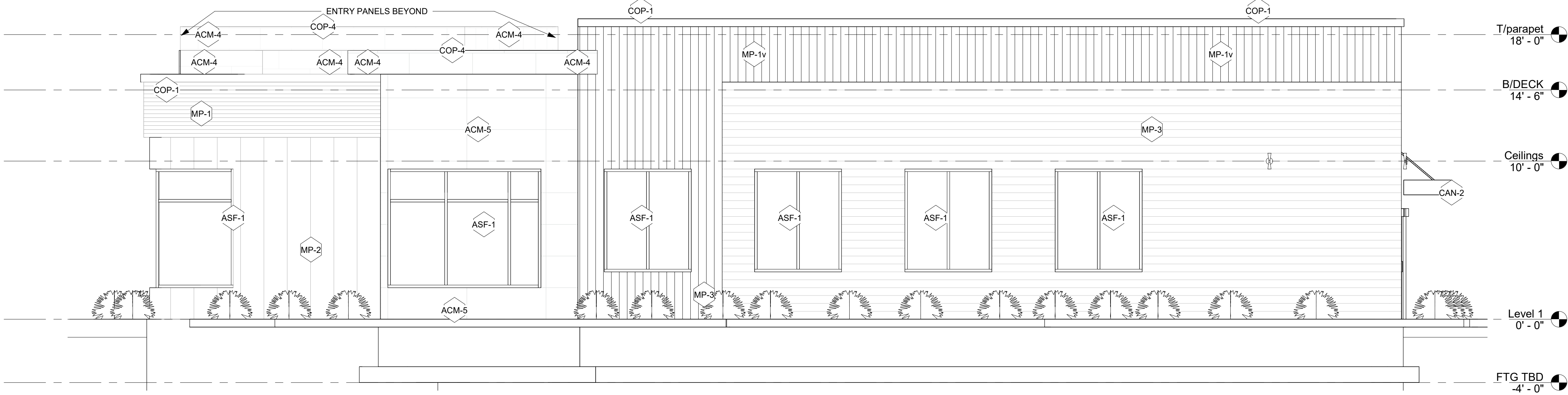
KIDS URGENT CARE
1180 HARGER ROAD,
OAK BROOK, ILLINOIS

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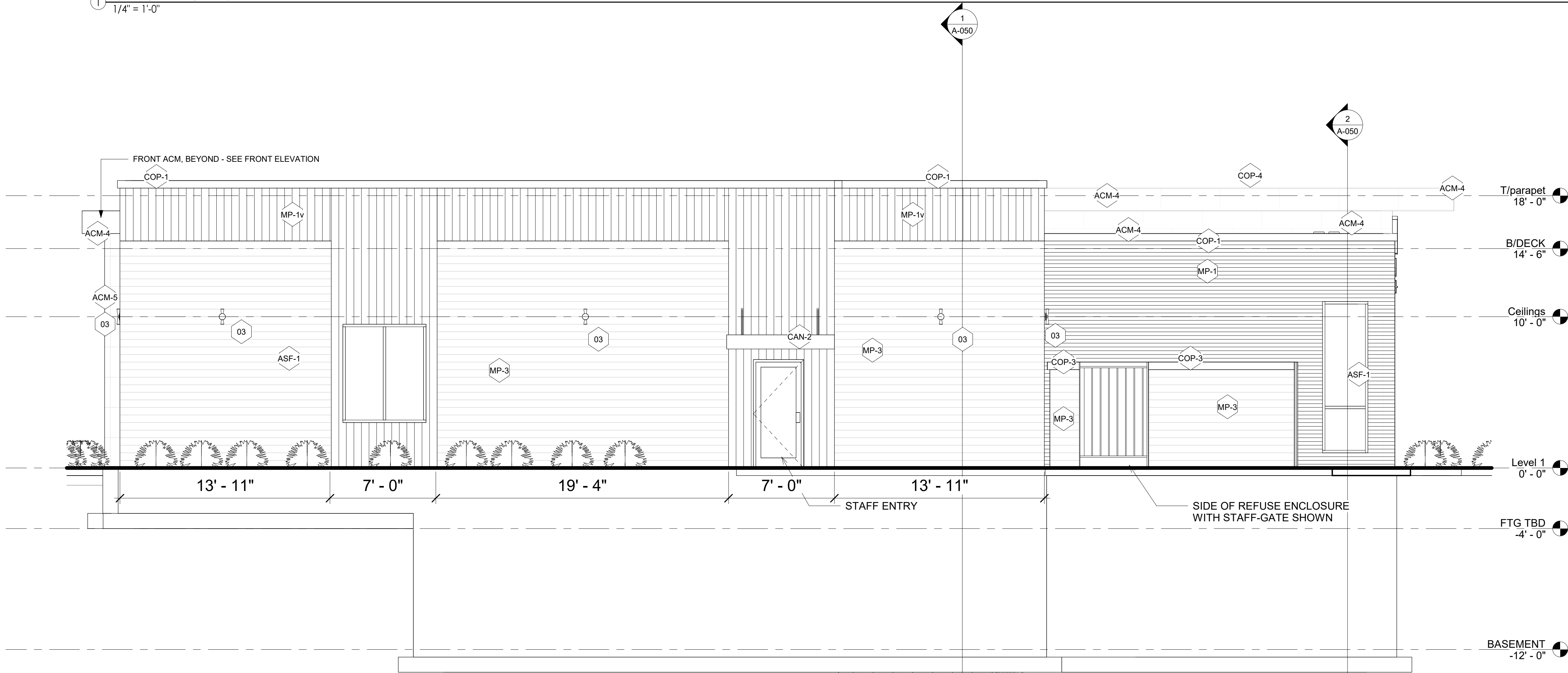
PROJECT #: A23-517

EXTERIOR ELEVATIONS

A-021



1 BUILDING ELEVATION - EAST
1/4" = 1'-0"



2 BUILDING ELEVATION - NORTH
1/4" = 1'-0"

KEYNOTES - EXT ELEVATIONS	
01	EXTERIOR 4" RECESSED CAN LIGHTS ABOVE DOOR, BY LIGHTOLIER, MINIMUM 2 LIGHTS.
02	RECESSED LINEAR AT PERIMETER OF UPPER SOFFIT FASCIA - LUMENWERKS VIA2SEAL 3" WIDE, MIN. 6" SOFIT
03	EXTERIOR UP/DOWN ACCENT LIGHTING SCONCE - BLACK - FC OUTDOOR SCONCE
ACM-4	STACBOND A2 ACM - WHITE SILVER
ACM-5	STACBOND A2 ACM - BLACK, STACK BOND
ASF-1	NEW ALUMINUM STOREFRONTS BY KAWNEER TRIFAB VERSAGLAZE 451T BLACK OR EQUAL
CAN-1	FIELD FRAMED, CANTILEVER ALUMINUM CANOPY WITH RECESSED DOWNLIGHTS, SEE RCP AND ROOF PLAN - WITH ACM-x AS FASCIA, SEE ELEVATIONS
CAN-2	NEW PREFABRICATED, BLACK ALUMINUM CANOPY WITH 10" FRONT FLAT FASCIA, BY MAPES OR EQUAL. TIEBACKS AS NEEDED TO WALL SUPPORTS, PROVIDE (2) TWO RECESSED CAN LIGHTS BY LIGHTOLIER 4" IN CANOPY BLACK ALUMINUM CEILING
COP-1	PAC-CLAD 4" PROFILE PAC-TITE SYSTEM, COLOR BLACK
COP-3	PAC-CLAD 4" PROFILE PAC-TITE SYSTEM, COLOR MUSKET GRAY
COP-4	PAC-CLAD 4" PROFILE PAC-TITE SYSTEM, WHITE SILVER TO MATCH PANELS BELOW
MP-1	MORIN INTEGRITY X-12 CORRUGATED METAL - BLACK
MP-1v	MORIN INTEGRITY X-12 CORRUGATED METAL - BLACK - VERTICAL
MP-2	MORIN A-12-0 VERTICAL METAL PLANKS - WOOD TONE, DARK WALNUT
MP-3	PAC CLAD 7.2 HORIZONTAL CORRUGATED PANEL IN MUSKET GRAY



ARCHITECTURE PLANNING DESIGN
1303 OGDEN AVE., DOWNERS GROVE, IL 60515

KIDS URGENT CARE
1180 HARGER ROAD,
OAK BROOK, ILLINOIS

REV.	DESCRIPTION	DATE
IFZ	PRELIM SUBMITAL	2/05/2024
	APPLICATION	3/29/2024
	PRELIM HEARING	4/07/2024
	PUD APPLICATION	4/23/2024
		6/07/2024

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PROJECT #: A23-517

EXTERIOR
ELEVATIONS

A-022



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KIDS URGENT CARE
1180 HARGER ROAD,
OAK BROOK, ILLINOIS

[illegible]

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PROJECT #:	A23-517
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EXTERIOR
RENDERINGS -
DAYTIME

A-023



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ARCHITECTURE PLANNING DESIGN
1303 OGDEN AVE., DOWNERS GROVE, IL 60515

KIDS URGENT CARE
1180 WARGER ROAD

1180 HARGER ROAD,
OAK BROOK, ILLINOIS

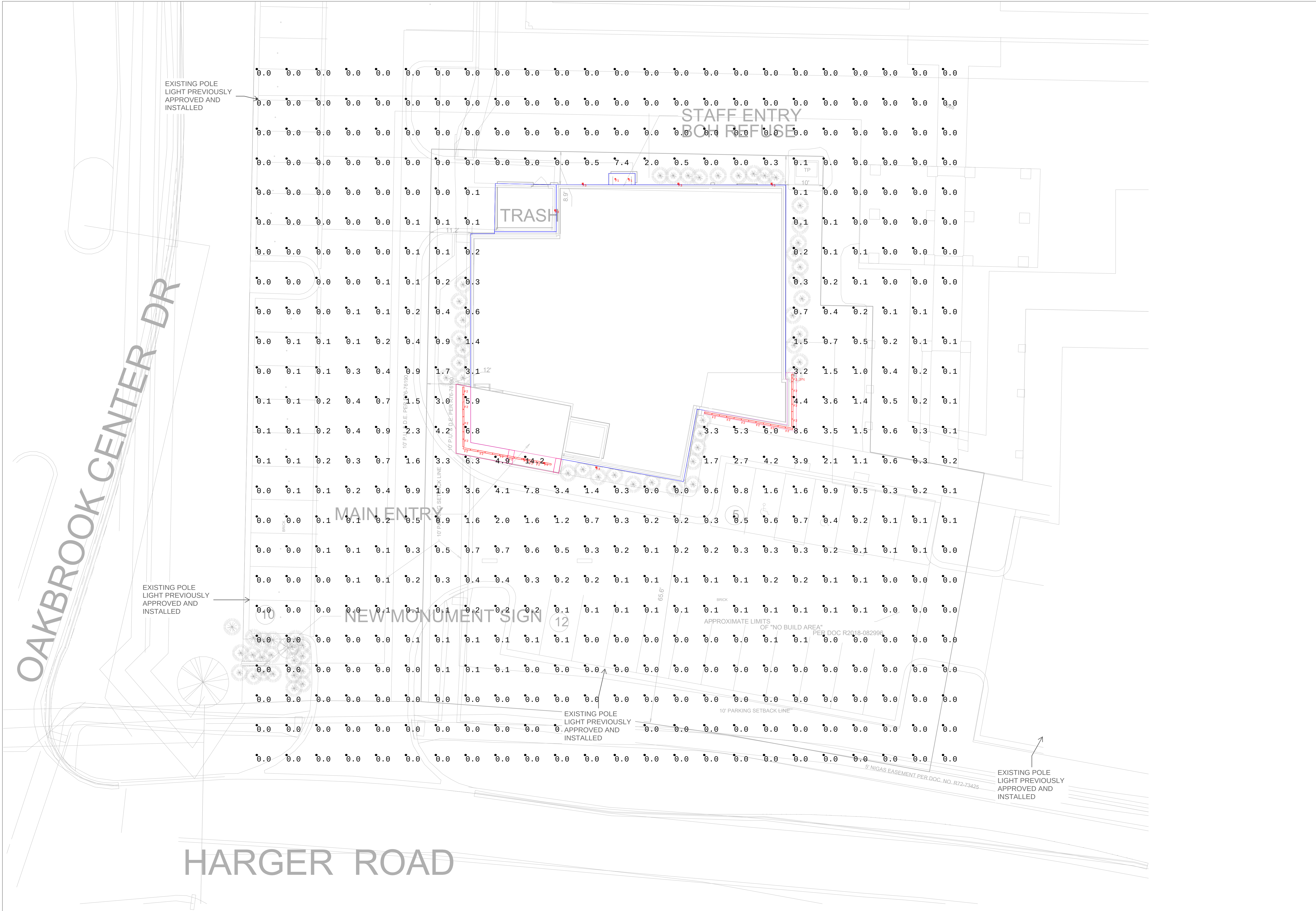
[illegible]

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PROJECT #: A23-517

EXTERIOR
RENDERINGS - REAR
OF BUILDING

A-025



Chicago Lightworks
505 Warrenville Rd.
Suite 101
Lisle, IL 60532

Prepared By:
M Brizzell
(630) 320-2948
MBrizzell@chicagolightworks.com

Rev	Date	Comments

Project Name: **Kids Urgent Care**
NOT TO SCALE
Date: **6/6/2024**

Luminaire Schedule						
Symbol	Label	Qty	Description	LLF	Lum. Watts	Lum. Lumens
	F1	4	C4L15930W-C4RDLCL	0.900	13.7	1385
	F2	19	VIAWETASY-TMG+HLO-LED-80-500-30-4FT	0.900	20.2	1942
	F2_2ft	1	VIAWETASY-TMG+HLO-LED-80-500-30-2FT	0.450	20.2	1942
	F3	5	FCC414W-UNV-940-1010L-BKE-D50U50-TD	0.900	N.A.	N.A.

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Site without existing poles	Illuminance	Fc	0.43	14.2	0.0	N.A.	N.A.



Chicago Lightworks
505 Warrenville Rd.
Suite 101
Lisle, IL 60532

Prepared By:
M Brizzell
(630) 320-2948
MBrizzell@chicagolightworks.com

Rev	Date	Comments
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

Project Name: Kids Urgent Care	
NOT TO SCALE	
Date: 6/6/2024	

Project Schedule

Architecture
Engineering

Luigi Randazzo, Moriah Johnson, Matt Madsen, Aimee Young, Leslie Rospert
MEP Engineering, Structural, Civil/ Survey

Needs Analysis (NA) & Zoning Entitlements

Meeting	Description	Date/Time/Comments
OB Pre-App	X Oak Brook pre-app meeting	1/19/2024
OB Informal Submittal, staff reviews, and Re-Submittal	X Informal submittal X Rebecca & Ed T & board feedback	2/05 to 4/19
OB Informal Board Hearing	X Village Board – Informal hearing and board feedback	4/23/2024
OB Pre-App #2	X Pre-app conference with all pertinent Oak Brook (OB) departments	5/16/2024
OB Formal Application	X Formal PUD Application, per deliverables list	6/07/2024
OB Public Hearing	☐ Planning Board recommendation vote	8/07/2024
OB Village Board	☐ Final vote for new PUD ordinance approval	9/10/2024

Design Development (DD) to IFPermit & IFBid Drawings

Meeting	Description	Date/Time/Comments
SD – DD phase of technical drawings	☐ Architecture Plans ☐ Engineering Plans ☐ Interior Design Plans	May to September
Submit for Permit / Bid	☐ Submit to Oak Brook building department	Submit 9/03/2024
Permit Reviews	☐ Permit comments and Responses from/to Oak Brook	6-10 weeks – TBD permit Mid-November
Bidding/ Contract	☐ Hard number bidding	5-10 weeks during permit reviews
Property Closing	☐ Financing after permits ☐ Close on property February, 2025	4-10 weeks after permit – 1/17/25
Construction	☐ Mobilize and Begin	March 2025 Ground Breaking
Substantial Completion	☐	Fall 2025 Move-In/ Occupancy

MEMORANDUM TO: Luigi Randazzo
OC, LLC

FROM: Javier Millan
Principal

Luay Aboona, PE, PTOE
Principal

DATE: June 5, 2024

SUBJECT: Parking Evaluation
KIDS Urgent Care
Oak Brook, Illinois

This memorandum presents the findings of a preliminary parking evaluation conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the proposed urgent care facility (Urgent Care) to be located within the 1900 Spring Road office development in Oak Brook, Illinois. The site currently contains a 110,857 square-foot office building and a 3,657 square-foot Shake Shack restaurant. Approximately 459 parking spaces are provided within the site of which 41 are dedicated to the Shake Shack restaurant. The proposed plan calls for constructing an approximately 9,800 square-foot Urgent Care for children. **Figure 1** shows an aerial view of the site.

The purpose of this evaluation was to establish the required number of parking spaces for each use and preliminarily assess the adequacy of the existing parking supply taking into account the shared parking concept.

Characteristics of the Proposed Urgent Care Facility

The proposed urgent care facility will provide daily children's medical services. Below is a breakdown of its operational characteristics:

- Hours of Operation: 9:00 A.M. to 9:00 P.M.
- Number of staff: Four
- Average number of patients seen in an hour: Two to Four
- Busiest times: Evenings and Weekends

In addition to the main level where most of the patients will be seen, the lower level of the Urgent Care will be finished for medical space and may be used for overflow patients or if any specialists need to see patients. It is anticipated that this lower level could house an additional three employees. However, this ground floor usage will be limited to a maximum 10-20 hours per week.



Aerial View of Site

Figure 1

Parking Requirements per Village Code

As previously indicated, the site is occupied by a 110,857 square-foot office building containing various land uses and a Shake Shack restaurant. Below is a breakdown of the land uses and their square footage.

Office Building

- Bank – 8,612 square feet
- Dentist – 3,903 square feet
- Dermatologist – 7,221 square feet
- General Office Space – 91,121 square feet

Restaurant

- Shake Shack restaurant – 3,657 square feet

Based on a review of the Village of Oak Brook, below is the required number of parking spaces, per land use for the existing office building.

- Bank (one space per 250 square feet) = 34 spaces
- Dentist (one space per 200 square feet) = 20 spaces
- Dermatologist (one space per 200 square feet) = 36 spaces
- General Office (one space per 300 square feet) = 304 spaces
- Shake Shack (one space per 200 square feet) = 37 spaces

Total parking spaces required for the existing uses per code = 431 spaces

While the Shake Shack restaurant requires 37 spaces, it is our understanding that per the approved plans, Shake Shack has 41 dedicated parking spaces. As such, although a total of 459 spaces are provided within the site, the net number of parking spaces available to the office building is 418 spaces. Therefore, based on the above and per code, the site currently has a surplus of 24 parking spaces ($418 - 34 - 20 - 36 - 304 = 24$).

The proposed Urgent Center will be approximately 9,800 square-feet and will require one space per 200 square feet for a total of 49 off-street parking spaces. Given this, below is a breakdown of the required number of parking spaces for the overall site.

- Office Building = 394 spaces (blended)
- Shake Shack (one space per 200 square feet) = 41 spaces (dedicated spaces)
- Urgent Care = 49 spaces

Total parking spaces required for the existing and future land use per code = 484 spaces

As such, the available parking field is short of meeting code requirements by 25 spaces ($459 - 484 = -25$).

Parking Requirements per ITE Parking Rates

In reviewing the survey data published in the Institute of Transportation Engineers' (ITE) 6th Edition of the *Parking Generation Manual*, the following average peak parking demands were determined for each land use:

- Bank (Land-Use Code 912)
 - Monday-Friday: 28 spaces (ratio of 3.25 spaces per 1,000 square feet)
- Dentist (Land-Use Code 720)
 - Monday-Friday: 14 spaces (ratio of 3.58 spaces per 1,000 square feet)
- Dermatologist (Land-Use Code 720)
 - Monday-Friday: 23 spaces (ratio of 3.18 spaces per 1,000 square feet)
- General Office (Land-Use Code 710)
 - Monday-Friday: 169 spaces (ratio of 1.85 spaces per 1,000 square feet)
- Fast Casual Restaurant (Land-Use Code 930)
 - Monday-Friday: 36 spaces (ratio of 9.8 spaces per 1,000 square feet)
- Urgent Care Center (Land-Use Code 660)
 - Monday-Friday: 29 spaces (ratio of 2.95 spaces per 1,000 square feet)

As such, based on ITE *Parking Generation Manual* rates, the proposed development should provide a total of 299 parking spaces. This results in a surplus of 119 parking spaces (418 – 299 = 119).

Parking Evaluation

In order to determine the adequacy of the existing parking supply in meeting Village Code requirements, an hourly shared parking analysis was conducted based on information published in the ITE *Parking Generation Manual*, 6th Edition. **Tables 1** and **2** summarize the results of the shared parking analysis for a weekday utilizing the Village of Oak Brook parking requirements and the ITE parking rates, respectively, for the overall site.

Table 1
 SHARED PARKING ANALYSIS – WEEKDAY
 UTILIZING VILLAGE OF OAK BROOK PARKING CODE

Time	Bank	Dentist	Dermatologist	Office	Shake Shack	Urgent Care	Total ¹
6:00 AM	0	0	0	0	0	0	0
7:00 AM	0	3	6	40	0	0	49
8:00 AM	9	9	17	143	0	24	202
9:00 AM	21	16	30	264	0	40	371
10:00 AM	30	19	35	301	5	42	427
11:00 AM	31	20	36	304	8	47	438
12:00 PM	31	18	32	261	37	25	367
1:00 PM	32	17	31	255	29	37	372
2:00 PM	32	18	33	283	15	49	415
3:00 PM	34	18	32	283	12	35	402
4:00 PM	29	17	31	258	10	21	356
5:00 PM	23	11	20	173	17	24	251
6:00 PM	12	0	0	64	28	25	101
7:00 PM	0	0	0	0	23	0	0
Total Provided for Lots 1 and 3							418
1 – The hourly parking demand of the Shake Shack restaurant is not included in the total column as it is anticipated that the restaurant's demand is satisfied by the 41 spaces allocated to Lot 2.							

Table 2
 SHARED PARKING ANALYSIS – WEEKDAY
 UTILIZING ITE PARKING RATES

Time	Bank	Dentist	Dermatologist	Office	Shake Shack	Urgent Care	Total ¹
6:00 AM	0	0	0	0	0	0	0
7:00 AM	0	2	4	22	0	0	28
8:00 AM	7	7	11	79	0	14	118
9:00 AM	17	11	19	147	0	23	217
10:00 AM	24	13	22	167	5	25	251
11:00 AM	26	14	23	169	8	28	260
12:00 PM	25	12	20	145	36	15	217
1:00 PM	26	12	20	142	28	22	222
2:00 PM	26	13	21	157	14	29	246
3:00 PM	28	13	21	157	12	21	240
4:00 PM	24	12	20	144	9	12	212
5:00 PM	19	8	13	96	17	14	150
6:00 PM	10	0	0	35	28	15	60
7:00 PM	0	0	0	0	23	0	0
Total Provided for Lots 1 and 3							418¹
1 – The hourly parking demand of the Shake Shack restaurant is not included in the total column as it is anticipated that the restaurant's demand is satisfied by the 41 spaces allocated to Lot 2.							

As can be seen from Table 1 and taking into account the hourly variation of the various land uses within the site, it appears that the parking demand will exceed the supply during the 10:00 A.M. and 11:00 A.M. hours. However, inspection of Table 2 indicates that the parking demand will be met throughout the day.

It is important to note that although Table 1 indicates the parking demand will exceed the parking supply during two hours of the day, this is due to the following:

- The demand for the Urgent Care, per code, is higher than expected given that historically their peak hourly demand is four patients and four employees for a total of eight vehicles. Even if the lower level is utilized, that would require an additional three vehicles for the additional staff for a total of 11 vehicles. This demand is much lower than the calculated 49 spaces per code.
- The demand for the other existing uses presented in Table 1 is likely to be higher than the actual demand. This will be verified based on parking occupancy surveys to be conducted.

Conclusion

Based on this preliminary evaluation, the following is concluded:

- The existing parking supply adequately meets the existing parking requirements of the land uses within the site.
- With the development of the Urgent Care and applying the Village of Oak Brook parking code, the available parking field supply will be short of meeting code requirements by 25 spaces.
- When the ITE parking rates are applied, the parking demand will be met throughout the day resulting in a minimum surplus of 158 spaces.
- When the shared parking hourly distribution is applied to the Village of Oak Brook parking code, the parking demand will exceed the supply only during two hours of the day.



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
September 10, 2024

SUBJECT: Award of Contract - Time and Attendance Software

FROM: Thomas Gilbert, Information Technology Director

BUDGET SOURCE/BUDGET IMPACT:

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2224, A Resolution Approving and Authorizing the Execution of an Agreement by and Between the Village of Oak Brook, Illinois and Right Stuff Software, for Time and Attendance software, in the amount of \$92,160.00, pending final attorney review and Village Manager signature.

Background/History:

The Village of Oak Brook has faced considerable challenges with its current timekeeping system provided by Tyler Technologies (“Tyler”). The current time and attendance module fails to properly track time and attendance for the Village and Tyler struggles to provide timely, responsive support. Tyler has been unable to implement an accurate programming formula to work for the Fire or Police Department scheduling. Staff has requested peer users from Tyler to validate that it works for others, and has found that not one user reports that Tyler’s software tracks and reports time accurately.

Therefore, the Fire and Police Departments are each using their own different time-keeping software solutions. Most other Village staff utilize an antiquated technology representing the electronic equivalency of a paper time sheet, inclusive of self-reporting of hours works rather than a “punch-in/punch-out” system. This has further affected seasonal village employees, who currently use actual paper time sheets. These manual processes are prone to error and inefficiency, providing limited additional value to staff ability to access and analyze data.

Modern systems would allow accurate and timely recording of worked hours, ease of scheduling, and the additional benefit of robust reporting and customization opportunities for tracking program-based initiatives across departments. Having these features will additionally streamline FMLA, Workman’s Compensation and OSHA required tracking, all of which are conducted manually under the present system. Other employee matters and required IDOI reporting would

be simplified as well. Overtime and Special Duty Details could also be monitored by rule, instead of the current system of manual assignment and review.

Staff thoroughly explored several timekeeping systems, evaluating their features, dependability, and cost-effectiveness. Additional consideration was given to the end user experience, ease of customization, and ability to access our data on demand from a multitude of angles. Identified vendors that proclaim to meet governmental tracking requirements include Tyler, UKG (the merger of Ultimate Software Group and Kronos), and Right Stuff Software (“Right Stuff”).

After careful, weighted consideration, staff concluded that Right Stuff Software would provide the most beneficial product for the Village. Right Stuff delivers major enhancements to operational efficiency and accuracy in addressing the Village's timekeeping needs. Right Stuff offers a highly specialized, user-centric solution that improves time management, provides decentralized control with real-time centralized oversight, and includes the ability to report on historical data.

Unlike Tyler, which provides a broad range of municipal and education software, Right Stuff focuses exclusively on timekeeping and attendance in the public sector, ensuring that every feature and tool is finely tuned to meet the precise demands of agencies with complex scheduling demands such as those of Fire and Police Departments. Right Stuff's origin of design was specifically engineered to address the complexities facing modern governmental emergency response agencies running 24 hours per day, inclusive of shifts crossing over midnight (multi-day). Right Stuff's focus on customization for the most complicated of requirements allows for the adaptability needed to bring all the Village departments into one timekeeping system.

Further, staff contacted four current clients: Barrington, IL; Champaign, IL; White County, IN; and Xenia, OH to validate their satisfaction with the solution; and all reported that Right Stuff has lived up to its claims. Furthermore, IT staff has direct experience with Right Stuff and is able to validate its claims, effectiveness, and efficiency. Right Stuff has a full API integration with the Village's Munis ERP system, allowing for seamless integration of timekeeping data and benefit tracking.

With this upgrade, Oak Brook can improve operational efficiency, streamline time-tracking, achieve greater accuracy in payroll management, and provide faster, more accurate analysis of program-based reporting and initiatives as they relate to staffing.

	Implementation	2025	2026	2027	Timeclocks	Total 3 years
Tyler	Unable	To	Meet	Village	Requirements	
Right Stuff	\$23,040	\$23,040	\$23,040	\$23,040	\$2500/clock (4), one-time fee	\$102,160.00
UKG	\$7,875	\$29,700	\$29,700	\$29,700	\$4792.50/clock (4) +\$1,200/yr support	\$119,745.00

Recommendation:

Staff recommends that the Village Board approve Resolution R-2224, A Resolution Approving and Authorizing the Execution of an Agreement by and Between the Village of Oak Brook, Illinois and Right Stuff Software, for Time and Attendance software, in the amount of \$92,160.00 pending final attorney review and Village Manager signature.

Attachments:

1. ResApproveRightStuff 2224
2. Right Stuff Software Precinct Manager Quote Oak Brook IL

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2024-IT-T&A-TECH-R-2224

A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION OF AN
AGREEMENT BY AND BETWEEN THE VILLAGE OF OAK
BROOK, ILLINOIS AND RIGHT STUFF SOFTWARE

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 10th day of September 2024

RESOLUTION NO. 2024-IT-T&A-TECH-R-2224

A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND
BETWEEN THE VILLAGE OF OAK BROOK, ILLINOIS AND RIGHT STUFF SOFTWARE

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 Village has faced considerable challenges with its current timekeeping system and has conducted a thorough review of various alternate timekeeping systems, evaluating their features, dependability, and cost-effectiveness;

WHEREAS, after solicitation of quotes from vendors believed to be able to meet the Village's needs and careful consideration of each, Staff has concluded that Right Stuff Software would be the most suitable option for the Village providing the best overall value for the services provided;

WHEREAS, Staff recommends the Corporate Authorities authorize and approve the execution of the three-year time and attendance software agreement (the "Agreement") with Right Stuff Software, in the amount of \$92,160.00, substantially in the form attached hereto and incorporated herein as Exhibit A;

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

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

Section One – Recitals

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

Section Two – Approval

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

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute 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 10th day of September 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 10th day of September 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Agreement



Tom Gilbert
Information Technology Director
1200 Oak Brook Rd
Oak Brook, IL 60523

June 26, 2024

Dear Mr. Gilbert:

This document outlines the project pricing for a Precinct Manager installation tailored for your environment. A more detailed proposal will be delivered with a final quote for the implementation.

The base system consists of forms, timekeeping, scheduling, and leave banks. Implementation and training will be done remotely. Training will be done with up to 4 remote training sessions.

Village Wide

Consulting, Installation, Training	\$23,040	initial setup, one-time fee
Licensing and Support	\$1,920	per month for up to 140 full-time and 110 part-time users

Additional Optional Features

Windows 10 Biometric Time Clock	\$2,500	per unit one-time fee
Additional Implementation Phase	\$5,000	per additional phase
Including Rates of Pay on Electronic Timesheets	\$500	per month for up to 140 full-time and 110 part-time users
Off-Site Hosting.....	\$250	per month for up to 140 full-time and 110 part-time users
Server Install (not required with hosting option).....	\$2,500	per occurrence

The initial setup effort includes:

- Business analysis, rules configuration and system testing
- Electronic forms
- Electronic timesheets
- Leave banks
- Scheduling
- Payroll hour calculations
- Consulting, project management, meetings, and training
- Remote Training Webinars – Train the trainers.
- Licensing and support - Initial contract 3 years fixed cost

The support costs for this system are predictable. We provide system support as needed without charging additional fees for typical support activities.

Key support features:

- a. Unlimited business hour phone and email support.
- b. New employee setup and leave bank maintenance.
- c. Minor software changes due to union contract changes.
- d. Database maintenance.
- e. Software updates as they are available. No version upgrade fees.

Required Hardware and Microsoft Software

On-Site Hosting

To be hosted onsite Precinct Manager requires a Windows server running IIS with a Microsoft SQL Server license. It is required that Right Stuff Software be able to remotely access the IIS server and SQL Server database to provide remote setup, configuration, and maintenance on a regular basis.

Equipment and Microsoft software licensing fees are not included in this quote.

Off-Site Hosting

The Precinct Manager system can be hosted off-site by Right Stuff Software. Off-site hosting eliminates the need for a server, SQL server license, and IT Staff. Right Stuff Software can provide the server maintenance, updates, and off-site backups.

Why you would choose off-site hosting...

- High Availability
- Accessible to employees from home without exposing your internal systems
- Continuous database backups
- Backups stored in multiple datacenters across the country
- Multi-tiered redundant servers across multiple datacenters
- Auto failover to redundant servers & datacenters
- Lower total cost of ownership over the long run
- No need to purchase expensive database software
- No need for IT staff
- No additional migration costs or consulting when you change, upgrade or replace internal infrastructure

Time Clocks

There are three methods to post working hours to the electronic timesheets in the Precinct Manager System. Various combinations of the three methods can be used to best fit your environment.

1. **By Exception** – this method determines working hours from the schedule. This is the lightest way to use the system. Employees only need to fill out electronic forms for exceptions to the schedule, overtime, vacation etc.
2. **Daily Form** – this method requires employees to fill out electronic forms per shift. The start and end times from these forms will post to the timesheets as working hours.
3. **Time Clock** – this method is to use a time clock where employees will “punch” in and out for work which requires additional hardware. The Precinct Manager time clocks use a small touch screen computer that can be mounted on the wall. The time clocks are fitted with a fingerprint reader for the employee to identify them as clocking in or out.

Time clocks are an optional add-on to the system and are to be installed by the customer.

Payment Terms

Support fees will begin when the contract is executed and the system is live. Payment will be annual or quarterly. The length of the initial contract is based on a 3 year minimum for this pricing and is subject to % increases after the initial contract is completed. Pricing is valid for 6 months.

Sincerely,
Rick Lubanovic, President



OAK BROOK
Illinois

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
September 10, 2024

SUBJECT: Award of Contract - Professional Engineering Services Agreement for the Village's ADA Self Evaluation and Transition Plan for the Public Right-Of-Way

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$29,500 in account #461-76200, and \$30,000 in account #461-90700 in the FY 2024 Budget. The shortfall balance of \$4,724.18 will be absorbed by the savings from various projects that are under budget from the approved FY2024 Budget.

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2228, A Resolution Awarding a Professional Engineering Services Agreement to Civiltech Engineering, Inc., of Itasca Illinois, for the Village's ADA Self Evaluation and Transition Plan for the Public Right-Of-Way, in the amount of \$64,224.18.

Background/History:

On July 2, 2024, staff requested proposals for engineering for the ADA Self-Evaluation and Transition Plan for Public Right-of-Way (Transition Plan) from the list of ten consultants that were pre-qualified in the applicable engineering disciplines as part of the Village's August 2022 Request for Qualifications for Professional Consulting Engineering Services.

This project consists of preparing the Village's Transition Plan as part of the Title II obligations of the Americans with Disabilities Act (ADA). As part of the Transition Plan's development, the selected consultant will explore and address the following topics:

- Posting notices of ADA requirements
- ADA coordinator designation
- Grievance remediation
- Accessibility compliance and best practices for pedestrian access routes and other infrastructure in the Village's public right-of-way (Self Evaluation)
- Development of improvement prioritization plans (Transition Plan)

The consultant will evaluate sidewalks, shared-use paths and trails, and other elements in the Village roadway and pathway right-of-way and easements intended to serve as Pedestrian Access Routes that are under the maintenance and jurisdiction of the Village. Focus shall include but not be limited to curb ramps, crosswalks, transit facilities, and pedestrian activated signals at this time. The study will not include an evaluation of public building facilities, nor will it include an evaluation of public policies/practices/procedures. The Village intends to incorporate these as part of a future update to the Transition Plan. Six proposals were received on or prior to the August 8, 2024, deadline. Four of the ten consultants chose not to submit a proposal. Proposed fees and work hours are as follows:

Civiltech	Baxter&Woodman	Trotter	Strand	ERA	BLA
\$64,224.18	\$69,451.00	\$138,215.00	\$203,827.00	\$240,665.00	\$244,435.00
552 hours	422 hours	890 hours	1,235 hours	1,616 hours	1,655 hours

All proposals were reviewed for consistency of project approach, scope of services, and consultant project experience. All proposals were deemed generally compliant with the Request for Proposals and Village needs.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2228, A Resolution Awarding a Professional Engineering Services Agreement to Civiltech Engineering, Inc., of Itasca, Illinois, for the Village's ADA Self Evaluation and Transition Plan for the Public Right-Of-Way, in the amount of \$64,224.18.

Attachments:

1. ADASelfEvalPubRightofWayRes
2. EngSrvsADASelfEvalandTransPubRightofWayContract

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2024-PW-ENG-AG-ADAPLAN-ROW-R-2228

A RESOLUTION
AWARDING A PROFESSIONAL ENGINEERING SERVICES
AGREEMENT TO CIVILTECH ENGINEERING, INC., OF
ITASCA, ILLINOIS, FOR THE VILLAGE'S ADA SELF-
EVALUATION AND TRANSITION PLAN FOR PUBLIC RIGHT-
OF-WAY

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 10th day of September 2024

RESOLUTION NO. 2024-PW-ENG-AG-ADAPLAN-ROW-R-2228

A RESOLUTION

AWARDING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT TO CIVILTECH ENGINEERING, INC., OF ITASCA, ILLINOIS, FOR THE VILLAGE'S ADA SELF-EVALUATION AND TRANSITION PLAN FOR PUBLIC RIGHT-OF-WAY

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

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

WHEREAS, On July 2, 2024, staff requested proposals for engineering for the ADA Self-Evaluation and Transition Plan for Public Right-of-Way (the "Project") from the list of ten consultants that were pre-qualified in the applicable engineering disciplines as part of the Village's August 2022 Request for Qualifications for Professional Consulting Engineering Services;

WHEREAS, after review of the six proposals that were received on or prior to the August 8, 2024 deadline, Staff has determined that Civiltech Engineering, Inc., Itasca, Illinois, (the "Company") had submitted the proposal providing the best overall value to the Village for the professional engineering services (the "Services"), as further detailed in the Professional Engineering Services Agreement for the Village's ADA Self-Evaluation and Transition Plan for Public Right-of-Way (the "Agreement") attached hereto and incorporated herein as Exhibit A;

WHEREAS, Staff now recommends the Corporate Authorities to award the Agreement for the Services to Company, for the reasons provided for herein; and

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

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

Section One – Recitals

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

Section Two – Award of Contract

The Corporate Authorities hereby Awards the Agreement, substantially in the form attached hereto and made a part hereof as Exhibit A, to Civiltech Engineering, Inc., in the amount of \$64,224.18.

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 10th day of September 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 10th day of September 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Agreement]



REVIEW OF CONTRACTS

Awarding Agency:

VDB

Department:

PW

Awarded Contract Price:

\$64,224.18

CONTRACT AMOUNT

☐

Under \$20,000

☒

\$20,000 - \$500,000

Type of Contract:

Eng. Svcs.

Program/Account Number:

461-76200 & 461-90700

Budgeted Amount:

\$59,400.00 in FY24 Budget

NOTES

Professional Engineering Services Agreement
for the ADA Self-Evaluation and Transition
Plan for Public Right-of-Way

DEPARTMENT DIRECTOR SIGNATURE

Name:

Timothy O'Malley

Date:

8/29/24

INITIAL REVIEWING ATTORNEY SIGNATURE

Name:

Mr. [Signature]

Date:

9/3/24

APPROVED BY VILLAGE MANAGER

Name:

[Signature]

Date:

9/4/24

FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name:

Mr. [Signature]

Date:

9/3/24

☐

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: _____

**CONTRACT BETWEEN
THE VILLAGE OF OAK BROOK AND CIVILTECH ENGINEERING INC.
FOR PROFESSIONAL ENGINEERING SERVICES FOR THE ADA SELF-
EVALUATION AND TRANSITION PLAN FOR THE PUBLIC RIGHT-OF-
WAY**

In consideration of the agreements set forth below, the **Village of Oak Brook, Illinois**, 1200 Oak Brook Road, Oak Brook, Illinois 60523, a unit of local government created and existing under the laws of the State of Illinois (the "Owner" or "Village"), and **Civiltech, Engineering, Inc., Two Pierce Place, Suite 1400, Itasca, Illinois 60143**, an engineering firm (the "Consultant"), make this Contract as of _____, 2024, and hereby agree as follows:

**ARTICLE I
THE SERVICES**

1.1 Performance of the Services

Consultant shall, at its sole cost and expense, provide, perform, and complete all of the following services, all of which is herein referred to as the "Services":

A. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all professional services necessary to accomplish the "Project," as defined in the following:

1. The Consultant's Proposal attached to this Contract as **Attachment A**, and
2. With the insurance coverage listed in **Attachment B** attached to this Contract.

B. Insurance. Procure and furnish all required certificates and policies of insurance specified in Attachment B.

C. Standard of Performance. Provide, perform, and complete all of the foregoing in a professional manner, consistent with the professional standards of care of qualified engineers doing similar service in the Chicago Metropolitan Area and in full compliance with this Contract (the "Standard of Performance").

1.2 Completion Date

Consultant shall diligently and continuously perform the Services at such a rate as will allow all Services to be fully performed and completed in compliance with this Contract not later than **May 31, 2025**, ("Completion Date"). The rate of

progress and time of completion are referred to in this Contract as the "Contract Time."

1.3 Required Submittals

A. Submittals Required. Consultant shall submit to Owner all reports, documents, data, and information required to be submitted by Consultant under this Contract (the "Required Submittals").

B. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in Attachment A, or otherwise in this Contract. If no time for submission is specified for any Required Submittal, then that Submittal shall be submitted within a reasonable time in light of its purpose and, in all events, in sufficient time, in Owner's opinion, to permit Owner to review that Submittal same prior to the commencement of any part of the Services to which that Submittal may relate. Owner shall have the right to require such corrections as may be necessary to make any Required Submittal conform to this Contract. Consultant shall perform no Services related to any Required Submittal until Owner has completed review of such Required Submittal with no exception noted. Owner's review and approval of any Required Submittal shall not relieve Consultant of the entire responsibility for the performance of the Services in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner. The Consultant shall not be held liable for claims of delay caused by the Owner's failure to timely review and approve any Required Submittal.

1.4 Review and Incorporation of Contract Provisions

Consultant represents and declares that it has carefully reviewed, and fully understands, this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract.

1.5 Financial and Technical Ability to Perform

Consultant represents and declares that it is financially solvent, and has the financial resources necessary, and has sufficient experience and competent, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, this Contract.

1.6 Time

Consultant represents and declares that the Contract Time is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, this Contract for the Contract Price.

1.7 Consultant's Personnel and Sub-Consultants

A. Consultant's Personnel. Consultant shall provide all personnel necessary to complete the Services.

B. Approval and Use of Sub-Consultants. Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All sub-consultants and subcontracts used by Consultant shall be acceptable to, and approved in advance by, Owner. Owner's approval of any sub-consultant or subcontract shall not relieve Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Consultant. Every reference in this Contract to "Consultant" shall be deemed also to refer to all sub-consultants of Consultant. Every subcontract shall include a provision binding the sub-consultant to all provisions of this Contract.

C. Removal of Personnel and Sub-Consultants. If any personnel or sub-consultant fails to perform the part of the Services undertaken by it in compliance with this Contract or in a manner reasonably satisfactory to Owner, Consultant, immediately upon notice from Owner, shall remove and replace such personnel or sub-consultant. Consultant shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such removal or replacement.

1.8 Owner's Responsibilities

Owner shall, at its sole cost and expense: (a) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require approval of Owner's Board of Trustees; (b) provide to Consultant all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (c) provide to Consultant existing studies, reports, and other available data relevant to the Project; (d) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services; (e) provide surveys describing physical characteristics, legal limitations, and utility locations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by Consultant and are necessary for the performance of the Services; (f) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (g) review Required Submittals and other

reports, documents, data, and information presented by Consultant as appropriate; (h) provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by Consultant; (i) except as provided in Article IV of this Contract, provide all accounting, insurance, and legal counseling services as may be necessary from time to time in the judgment of Owner to protect Owner's interests with respect to the Project; (j) attend Project related meetings; and (k) give written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under this Contract.

1.9 Owner's Right to Terminate or Suspend Services for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, at any time and for its convenience, to terminate or suspend the Services in whole or in part at any time by written notice to Consultant. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Consultant shall, as and to the extent directed, stop Services under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Services under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled.

B. Payment for Completed Services. In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Consultant (1) such direct costs, including overhead, as Consultant shall have paid or incurred for all Services done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination; and (2) such other costs pertaining to the Services, exclusive of overhead and profit, as Consultant may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights, if any, to withhold and deduct as provided in this Contract.

ARTICLE II

CHANGES AND DELAYS

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes to the timing or scope of the Services to be provided pursuant to this Contract (a "Services Change Order"). When a Services Change Order causes an increase or decrease in Services, an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in Services caused by any Services Change Order shall entitle Consultant to make any claim for damages, anticipated profits, or other compensation. Consultant shall not undertake any change in the Services without receipt of an executed Services Change Order from Owner.

2.2 Delays

For any delay that may result from causes that could not be avoided or controlled by Consultant, Consultant, upon timely written application, shall be entitled to an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Services. In the event of a delay in the project outside of the control of Consultant that affects Consultant's ability to perform the Services, the Contract Price shall be adjusted for any actual increase in costs necessarily incurred by Consultant in the performance of the Services.

2.3 No Constructive Service Change Orders

No claim for an equitable adjustment in the Contract Price or Contract Time shall be made or allowed unless it is embodied in a Services Change Order agreed to by Owner and Consultant. If Consultant believes it is entitled to an equitable adjustment in the Contract Price or Contract Time that has not been included, or fully included, in a Services Change Order, then Consultant shall submit to Owner a written request for the issuance of, or revision of, a Services Change Order, including the equitable adjustment, or the additional equitable adjustment, in the Contract Price or Contract Time that Consultant claims has not been included, or fully included, in a Services Change Order. Such request shall be submitted before Consultant proceeds with any Services for which Consultant claims an equitable adjustment is due.

ARTICLE III

CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Representation of Compliance

A. Scope of Representation. The Services and all of its components shall conform to the requirements of this Contract and shall be performed in accordance with Standard of Performance as defined in Subsection 1.1D of this Contract (the "Representation of Compliance").

B. Opinions of Cost. It is recognized that neither Consultant nor Owner has control over the costs of labor, material, equipment, or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable Project costs or construction costs provided for herein are estimates only, made on the basis of Consultant's experience and qualifications, and represent Consultant's best judgment as an experienced and qualified professional, familiar with the industry. Consultant does not guaranty that proposals, bids or actual Project costs or construction costs will not vary from opinions of probable cost prepared by Consultant.

3.2 Corrections

Consultant shall be responsible for the quality, technical accuracy, completeness, and coordination of all Services under this Contract. Consultant shall, promptly and without charge, correct all errors in any Services provided by Consultant.

3.3 Risk of Loss

The Services shall be provided, performed, and completed at the risk and cost of Consultant. Consultant shall be responsible for damages to property or persons to the extent caused by Consultant's errors, omissions, or negligent acts and for any losses or costs to repair or remedy any work undertaken by Owner based on the Services as a result of any such errors, omissions, or negligent acts. Notwithstanding any other provision of this Contract, Consultant's obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Consultant, to indemnify, hold harmless, or reimburse Consultant for such damages, losses, or costs.

ARTICLE IV

INSURANCE; INDEMNIFICATION

4.1 Insurance

Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates and policies of insurance evidencing at least the minimum insurance coverage and limits set forth in Attachment B. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form reasonably acceptable to Owner. Such insurance shall provide that no change to or cancellation of any insurance, nor any reduction in limits or coverage or other modifications affecting this Agreement, shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner. Consultant shall, at all times while providing, performing, or completing the Services, including without limitation at all times while providing corrective Services pursuant to Section 3.2 of this Contract, maintain and keep in force, at Consultant's expense, at least the minimum insurance coverage and limits set forth in Attachment B.

4.2 Indemnification

Consultant, without regard to the availability or unavailability of any insurance, either of Owner or Consultant, shall, to the fullest extent permitted by law, indemnify, save harmless, and reimburse Owner against any and all lawsuits,

claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees, that may arise or be alleged to have arisen out of or in connection with Consultant's failure to meet its obligations or representations in this Contract or Consultants negligent acts, errors, or omissions except only to the extent caused by the sole negligence of Owner.

ARTICLE V

PAYMENT

5.1 Contract Price

Owner shall pay to Consultant, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the amount or amounts in the schedule of prices set forth in Attachment A ("Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract. If the price for the Contract in Attachment A is stated as an estimated price based upon the hours actually spent in the project or some other uncertain price standard and the Consultant finds that the estimated price stated in Attachment A will be exceeded, the Consultant shall be required to present in writing to the Owner, a letter indicating that the projected price will not cover all of the work and a new projected price shall be inserted. The Consultant shall not do any work in excess of the initially estimated or later approved maximum price without having received the written approval of the Village Manager. This provision shall not apply in situations in which the Owner requests additional services not covered by this Contract and the Village Manager has authorized an agreed-upon price for such services in writing.

5.2 Taxes, Benefits and Royalties

The Contract Price includes applicable federal, state, and local 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 other similar benefits. Consultant shall have no claim or right to claim additional compensation due to the payment of any such tax, contribution, premium, costs, royalties, or fees.

5.3 Progress Payments

A. **Payment in Installments.** The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("Progress Payments").

B. **Pay Requests.** Consultant shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to reasonably establish Consultant's prior payment for all labor, material, and other things

covered by the invoice and the absence of any lien or other interest of any party in regard to the Services performed under this Contract. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase; and (d) Consultant's certification that, to the best of Consultant's knowledge, information, and belief, all prior Progress Payments have been properly applied to the Services with respect to which they were paid. Owner may, by written notice to Consultant, designate a specific day of each month on or before which pay requests must be submitted.

5.4 Final Acceptance and Final Payment

The Services or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Owner of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Services or each phase of the Services, as the case may be, shall be deemed accepted by Owner if not objected to in writing within 30 days after submission by Consultant of the Services or such phase of Services for final acceptance and payment plus, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Services, or phase of Services, as the case may be. Within 30 days after final acceptance, Owner shall pay to Consultant the balance of the Contract Price or, if the Services are to be performed in separate phases, the balance of that portion of the Contract Price with respect to such phase of the Services, after deducting therefrom charges, if any, against Consultant as provided for in this Contract ("Final Payment"). The acceptance by Consultant of Final Payment with respect to the Services or a particular phase of Services, as the case may be, shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services or, if the Services are performed in separate phases, for that phase of the Services.

5.5 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract, Owner shall have the right to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any loss due to (1) Services that are defective, nonconforming, or incomplete; (2) liens or claims of lien; (3) claims of Consultant's sub-consultants, suppliers, or other persons regardless of merit; (4) delay by Consultant in the completion of the Services; (5) the cost to Owner, including reasonable attorneys' fees, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of

this Contract. Owner shall notify Consultant in writing given in accordance with Section 7.8 of this Contract of Owner's determination to deduct and withhold funds, which notice shall state with specificity the amount of, and reason or reasons for, such deduction and withholding.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.5A above until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys' fees (collectively "Costs") incurred, suffered, or sustained by Owner and chargeable to Consultant under this Contract. Owner shall notify Consultant in writing given in accordance with Section 7.8 of this Contract of each application by Owner of money to reimburse such Costs.

5.6 Accounting

Consultant shall keep accounts, books, and other records of all its billable charges and costs incurred in performing the Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Consultant shall make all such material available for inspection by Owner, at the office of Consultant during normal business hours during this Contract and for a period of three years after termination of this Contract. Copies of such material shall be furnished, at Owner's expense, upon request.

ARTICLE VI

REMEDIES

6.1 Owner's Remedies

If it should appear at any time prior to Final Payment for all work that Consultant has failed or refused to perform, or has delayed in the performance of, the Services ("Event of Default"), and has failed to cure any such Event of Default within five business days after Consultant's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Consultant, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Services that are defective, nonconforming, or incomplete and to such other action as is necessary to bring Consultant and the Services into compliance with this Contract.

2. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
3. Owner may recover from Consultant any and all costs, including reasonable attorneys' fees, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

6.2 Consultant's Remedy

Consultant may terminate this Contract upon for failure of Owner to make Progress Payments to which Consultant is entitled if Owner has failed to cure such failure within five business days after Owner's receipt of written notice from Consultant of such failure.

6.3 Terminations and Suspensions by Owner Deemed for Convenience

Any termination or suspension by Owner of Consultant's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.9 of this Contract.

ARTICLE VII

LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding on Owner and Consultant and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Consultant or (2) to create any relationship between Owner and any sub-consultant of Consultant.

7.3 No Collusion

Consultant hereby represents and certifies that Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of

Revenue unless 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 65 ILCS 5/11-42.1-1; or (ii) 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.* Consultant hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has, in procuring this Contract, colluded with any other person, firm, or corporation, then Consultant shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

7.4 Assignment

Consultant shall not (1) assign this Contract in whole or in part, (2) assign any of Consultant's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Consultant.

7.5 Confidential Information

All information supplied by Owner to Consultant for or in connection with this Contract or the Services shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services.

7.6 No Waiver

No act, order, approval, acceptance, or payment by Owner, nor any delay by Owner in exercising any right under this Contract, shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services, nor operate to waive any requirement or provision of this Contract or any remedy, power, or right of Owner.

7.7 No Third-Party Beneficiaries

No claim as a third-party beneficiary under this Contract by any person, firm, or corporation (other than Owner and Consultant) shall be made or be valid against Owner or Consultant.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or after being deposited in the United States mail, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

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

Village of Oak Brook
1200 Oak Brook Road
Oak Brook, Illinois 60523
Attention: Timothy O'Malley, Interim Public Works Director

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

Civiltech Engineering, Inc.
Two Pierce Place, Suite 1400
Itasca, Illinois 60143
Attention: Michael J. Folkening, P.E., PTOE
Director of Urban Design & Traffic

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section 7.8, Owner and Consultant each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Consultant under this Contract 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 Contract shall be in the Circuit Court of DuPage County, Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws and Grants

The Services shall be provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. This requirement includes, but is not limited to, compliance with 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 applicable conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services. The prevailing rate of wages are revised by the Department of Labor, and they are available on the Department's official website.

Consultant shall be liable for any fines or civil penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of Consultant's or its sub-consultants' improper performance of, or failure to properly 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.

7.12 Ownership of Documents

Consultant and Consultant's sub-consultants shall be deemed the original authors and owners respectively of materials produced pursuant to this Contract and shall retain all common law, statutory and other reserved rights, including copyrights. Consultant hereby grants and conveys to Owner perpetual, irrevocable non-exclusive rights, and license to use all Required Submittals and other materials produced under this Contract for Village purposes and no other purposes.

7.13 Time

Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 Severability

The provisions of this Contract shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Consultant with respect to the accomplishment of the Services and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Consultant with respect to the Services and the compensation therefor. The proposal attached as Attachment A is attached hereto for reference only and other than as specifically referred to and incorporated herein, the terms and conditions set forth in the proposal do not form part of this Agreement.

7.16 Amendments

No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Consultant.

7.17 Attachments

There may be Attachments attached to and made a part of this contract. Some of the Attachment forms may be contract terms or other documents submitted by or involving the duties and obligations of the contractor. Both the Owner and the Contractor agree that any terms or conditions contained within Article VII of this contract supersede and reflect the duties and obligations of the Parties without regard to any contrary provision set forth within any Attachment or exhibit. The exception would be a term or condition specified as superseding this contract and physically initialed by both the Owner and the Contractor.

IN WITNESS WHEREOF, Owner and Consultant have caused this Contract to be executed in two original counterparts as of the day and year first written above.

Village of Oak Brook

By:

Greg Summers
Village Manager

Attest:

By:

Netasha Scarpiniti
Village Clerk

Civiltech Engineering, Inc.

By:

Michael J. Folkening

Name:

Michael J. Folkening

Title:

Vice President

Attest:

By:

Kyle E. Mishler

Name:

Kyle E. Mishler

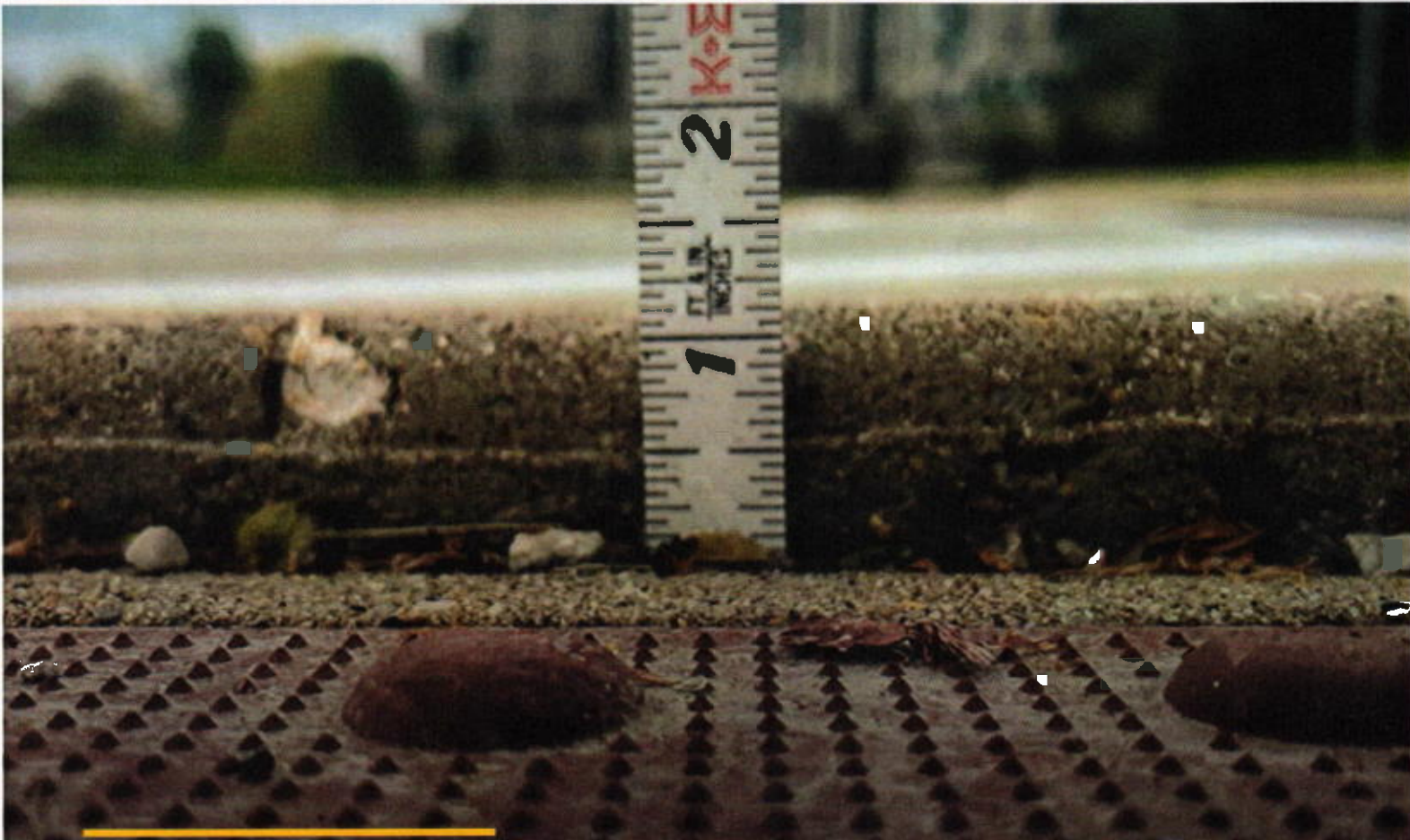
Title:

Vice President

ATTACHMENT A

**PROPOSAL SUBMITTED BY CIVILTECH ENGINEERING, INC., DATED
AUGUST 8, 2024**

ADA Self-Evaluation and Transition Plan for Public Right-of-Way



Village of Oak Brook

August 8, 2024





SECTION 1

Cover Letter

Project Understanding and Approach

Scope of Services

Key Personnel

Representative Projects

Project Schedule

Cost Estimate of Consultant Services

Direct Costs and Subconsultant Expenses Table

Attachments



Date

August 8, 2024

To

Mr. Tim O'Malley
Public Works Director
Village of Oak Brook Public Works
3003 Jorie Boulevard
Oak Brook, IL 60523
obpw-proposals@oak-brook.org

Re

Request for Proposals
for Professional Consulting
Engineering Services
ADA Self-Evaluation and Transition Plan
for Public Right-of-Way

Civiltech Engineering, Inc.



www.civiltechinc.com



630.773.3900



Itasca

Two Pierce Place, Suite 1400
Itasca, IL 60143

Chicago

30 N LaSalle Street, Suite 3220
Chicago, IL 60602

Milwaukee

330 E Kilbourn Avenue
Tower One, Suite 1215
Milwaukee, WI 53202

Follow us on social media.



Dear Mr. O'Malley:

Civiltech Engineering, Inc. enthusiastically submits our qualifications for the Village of Oak Brook ADA Self-Evaluation and Transition Plan for Public Right-of-Way. We offer the Village a strong and uniquely suited team that will produce a plan that is implementable and meets federal requirements.

We will bring many of our team members from the Oak Brook Multi-Use Path and Bike Route Master Plan. Project Manager, **Lissa Sweeney, AICP, LEED AP**, just completed the Joliet ADA Transition Plan and is looking forward to bringing her experience from the plan development and adoption to Oak Brook. Combining that with her knowledge of Oak Brook's community and transportation network from the Multi-Use Path and Bike Route Master Plan, she will work closely with the Village to develop a plan that best fits its needs.

GIS Specialist, **Kristen Hahn, P.E., PTOE**, and Design Engineer, **Jake Scarpelli**, setup the ESRI Field Maps app and conducted the survey for the Pavement Condition Inventory (of the Oak Brook Multi-Use Path and Bike Route Master Plan). To streamline surveying efforts and build upon previous knowledge, Kristen and Jake will be leading the Self-Evaluation, utilizing a similar Field Maps app for completion.

We also bring experience in regional ADA Transition Plan oversight. Civiltech is the Chicago Metropolitan Agency for Planning (CMAP) ADA Transition Plan project management oversight (PMO) consultant. As part of this, **we will be working closely with CMAP to oversee the development of 14 ADA PROW Transition Plans throughout the Greater Chicago Area over the next year.** This will allow our team to bring best practices to the Village throughout the plan development process.

Overall, our multidisciplinary team consists of Transportation Planners, Transportation Engineers, pedestrian facility and ADA compliance experts, and GIS technicians. We have planners with exposure to engineering and engineers with exposure to planning. Also, with a staff of over 140, Civiltech has a deep bench of talent from a wide range of disciplines available to provide consulting and support when needed.

As Director of Urban Design & Traffic, I will be the Principal in Charge providing QA/QC and the official authorized to answer questions regarding the proposal. Please call me with questions at 312.564.2491, or contact me by email at mfolkening@civiltechinc.com. Thank you for your consideration of our proposal. We are very excited for the opportunity to provide consulting services to Oak Brook on this project, and as stated above, we believe we offer the perfect team of professionals, as well as relevant experience that will be a benefit to the Village.

Very truly yours,

Michael J. Folkening, P.E., PTOE
Director of Urban Design & Traffic

CIVILTECH ENGINEERING, INC.



SECTION 2

Cover Letter

Project Understanding and Approach

Scope of Services

Key Personnel

Representative Projects

Project Schedule

Cost Estimate of Consultant Services

Direct Costs and Subconsultant Expenses Table

Attachments



Our approach to the Village of Oak Brook's ADA Transition Plan is rooted in usability and implementation. What data is most useful to the Village? How can we best support the Village to prioritize projects and make implementation a reality instead of a plan that sits on the shelf? These are key questions that we ask at the beginning of the project and throughout the life of plan development. We understand PROWAG and use that as a base to ensure all deliverables meet Title II of the Americans with Disabilities Act of 1990 and that we educate Village staff, leaving them more confident in meeting all aspects of PROWAG throughout their daily operations.



We have a strong familiarity with the Village of Oak Brook

We have extensive experience providing Phase I, Phase II, and Phase III Engineering services to Oak Brook including our work on York Road, Harger Road, and 31st Street. Currently, Civiltech provides the Village with in-house engineering services and is completing the Village Multi-Use Path and Bike Route Master Plan. Having completed the Pavement Condition Inventory as part of this Master Plan, the self-evaluation could be streamlined as we have access to Village GIS files, photos and familiarity with the Village pedestrian network. We have also been out in the community talking to residents, providing us insights into community priorities and how best to gather public and stakeholder input for the Transition Plan.

Our team brings exceptional institutional knowledge of Oak Brook infrastructure, standards, and expectations and an outstanding working relationship with Village staff.



We understand and actively implement the requirements of PROWAG

Civiltech Senior Engineer, **Kristin Kalitowski, P.E.**, has a passion for developing ADA/ PROWAG compatible designs for every situation. She has taken several related courses over the last decade led by a variety of instructors, including FHWA, IDOT, IL AG, and APWA, and strives to bring the interpretations of the rules as well as best practices into pedestrian and bicycle design for municipal, state, and county clients. She also understands that different agencies have more rigid requirements that go above and beyond the federal requirements and works to bring those into designs as well as finding a compromise in between the requirements for certain situations. Kristin excels at assessing a location and working with a client to determine any limiting or desirable factors that would influence an approach to bringing an area into ADA compliance.

Civiltech Senior Engineer and GIS Specialist, **Kristen Hahn, P.E.**, led a team that assessed curb ramps, crosswalks, and on-street parking spaces for ADA compliance in downtown Elmhurst. In preparation for this project, she studied the PROWAG requirements for each



of these elements and organized them into data entry fields. She built the data entry fields into a customized map using Collector for ArcGIS, a mobile app that supports efficient data collection on site. She trained field staff on data collection methods and participated in field work. She presented detailed findings and interpreted ADA compliance according to PROWAG requirements in a summary report.

Civiltech Transportation Planner, **Lissa Sweeney**, completed the Joliet ADA Public Right of Way Transition Plan (adopted in October 2023), leading a multi-disciplinary team in conducting the self-evaluation and developing the Transition Plan document. As part of the plan development, the project team leaned on the national publications including PROWAG, as well as guidance and trainings from CMAP and reference to IDOT's self-evaluation.



INNOVATIVE APPROACH

Completing the self-evaluation can be one of the most daunting tasks of the ADA Transition Plan. We have experience collecting and analyzing large-scale data for ADA assessments and using innovative tools to make the process more efficient. Civiltech completed ADA assessments for the City of Elmhurst and the Village of Glen Ellyn. For these projects, field data, including measurements and photos, were collected using a customized smartphone app.

Additionally, we developed and utilized a smartphone app to collect data on roadway conditions city-wide for Chicago Department of Transportation. This is one tool in our toolbox that we can use to complete the self-evaluation. **As part of the Self-Evaluation, we would develop a custom ESRI Field Maps app. All barriers**

where significant changes or barriers are clearly present. The app allows for seamless integration of the locations, measurements, notes and photos, and can be transferred into the Village's GIS system. Additionally, the Village would be able to view progress if they wish through a provided login.

to accessibility will be identified and documented. Measurements/evaluations will be taken a minimum of every 250 feet along these corridors, and at locations



This was a similar process to the Pavement Condition Inventory for the Village of Oak Brook, which was completed using a custom ESRI mobile app to efficiently upload notes, condition ratings, and photos.

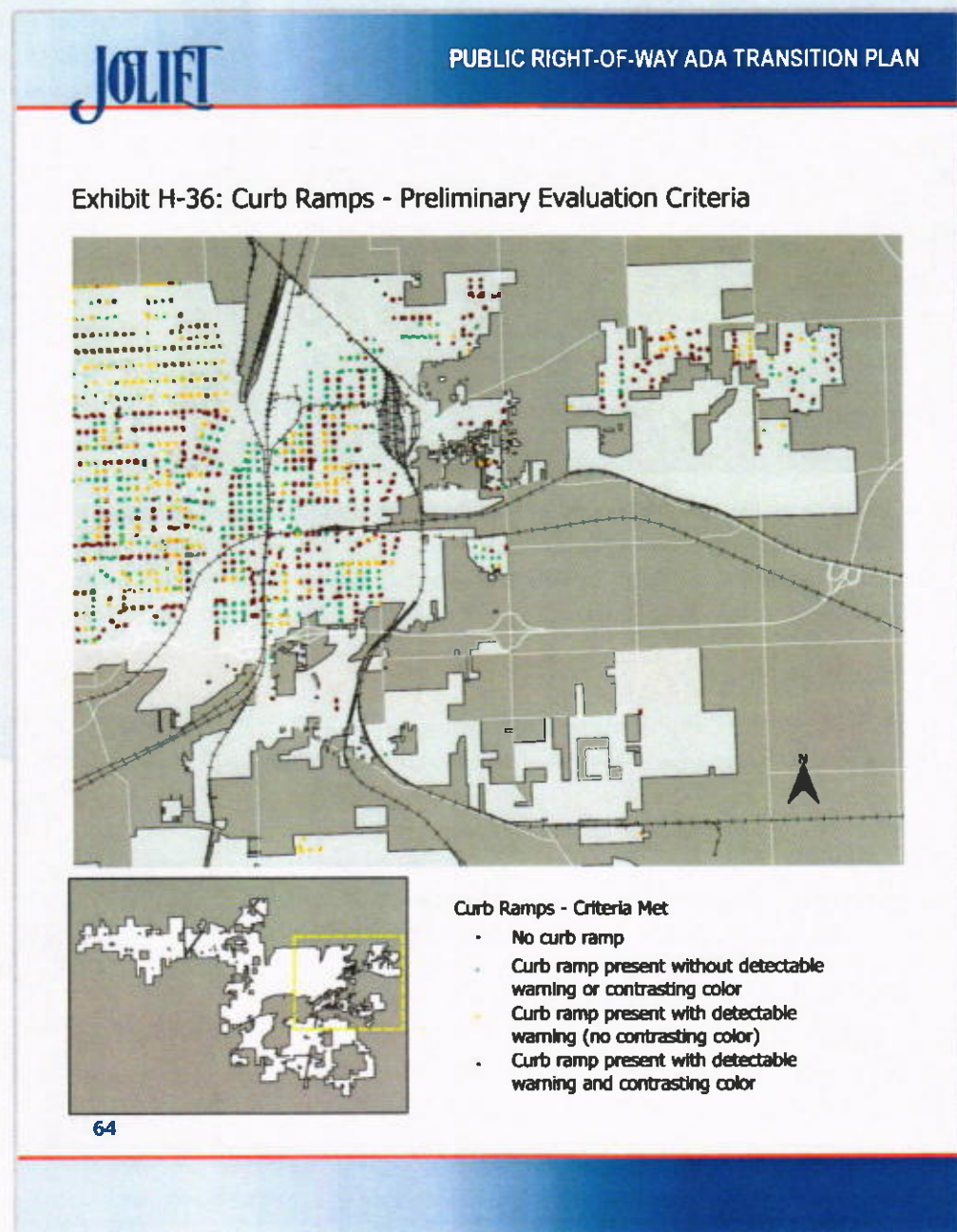


We take a multi-faceted approach to the Self-Evaluation

We have experience combining digital evaluations with physical surveys to create a comprehensive Self-Evaluation. For the Joliet ADA Transition Plan, we completed a citywide digital inventory of curb ramps using GIS, specifically reviewing their presence, detectable warnings, and contrasting colors. We also inventoried the presence of sidewalks citywide. We used this data to determine base compliance and to recommend priority locations for ADA improvements.

COMPREHENSIVE APPROACH

As part of the Transition Plan, we would work closely with the Village to gather digital data before completing a physical survey. We have extensive data and on-the-ground knowledge from completing the Pavement Condition Inventory, as part of the Multi-Use Path and Bike Route Master Plan, as well as gathering and refining data for the Existing Conditions Report as part of the Master Plan. This will allow us to efficiently complete the Self-Evaluation.





We prioritize equitable engagement

Developing a strategic approach to determine which voices are underrepresented in the community and how best to reach them is an essential first step in any planning process. Additionally, checking in throughout the project to determine if the current approach is effective is often overlooked yet crucial to a successful plan. As part of the North DuSable Lake Shore Drive (NDLSD) Study, we tabled at public libraries to reach community members who may not be traditionally engaged in planning processes. We also translated project materials



to both Spanish and Mandarin for portions of the project, to ensure all residents could participate. As part of the Old Plank Road Trail Extension Study, we looked for nontraditional methods to reach youth and families that may use the trail in the future. We attended a Glow Bike Ride and passed out glow bracelets with project information to those in attendance. A virtual survey was also offered via QR code as an alternative method to reach more community members. Additionally, this survey was boosted through Facebook ads, in which you can target a certain geography and promote your post to individuals near that location, reaching a wide array of social media users.

While inclusive engagement is at the base of every Civiltech project, this is of

particular importance for an ADA Transition Plan, in which those with the most local knowledge about accessibility in the community are traditionally underrepresented. We have experience amplifying the voices of people with disabilities on projects. As part of the Glen Ellyn Streetscape Project, we coordinated with Glen Ellyn Senior Services, and as part of Buckley Road and Lewis Avenue Pedestrian Improvements (Access to Transit), we coordinated with Captain James A. Lovell Federal Health Care Center and the US Navy.

EQUITABLE APPROACH

To ensure we are reaching those who live and work in Oak Brook, we will employ a comprehensive engagement approach. Through a stakeholder list, public survey, pop-up meetings, and e-announcements we will actively seek feedback from all community members regarding accessibility barriers throughout the Village. **We will complement these in-person and virtual engagement efforts with a focus on the disability community, through the development of an ADA Stakeholder Committee.** Recognizing that those we specifically want feedback from may not be able to attend a traditional public meeting or pop-up meeting, we will develop a stakeholder list in coordination with the Village and hold small-group discussions at key points in the project process: when gathering feedback on accessibility barriers, when we have a self-evaluation complete and are discussing prioritization strategies, and when we have a draft plan.





We offer a toolbox of prioritization tools

Once the self-evaluation is complete, ensuring that the data is useable and informs future projects and programming is key. Civiltech has extensive experience working with clients on prioritization.

Examples of factors used in these priority systems include:

We are highly involved in Chicago Department of Transportation's (CDOT) processes for prioritizing and selecting projects for their annual programs. Civiltech has been highly involved in developing CDOT's 2019, 2020, and 2021 annual Arterial Resurfacing Capital Improvement Plans using GIS, Excel, and Python scripts as tools to rank potential projects according to condition, equity factors, and other city priorities. Relying heavily on GIS tools and customized Python scripts, potential project locations are assigned priority scores. These scores combine pavement condition data with equity factors and other City priorities.

- **Proxy measures for ADA ramp compliance:** Approximate percent of ADA ramps previously reported to be compliant per community area
- **MOBEC index:** A measure developed by University of Illinois Chicago to indicate mobility challenges and economic hardship experienced by community area in Chicago
- **Vision Zero focus areas** – specific locations given priority based on a history of pedestrian and cyclist crashes
- **Pavement condition ratings**

Project locations are selected using a combination of visual map review and scripts that automate calculations. Every city block is assigned a score in GIS for each of the factors of interest. These factors are weighted and combined into a total priority score for each block. Maps are displayed with every block color coded according to its score. Potential project limits are identified visually by selecting continuous multi-block corridors on the map that contain high scoring blocks. For each potential project corridor, automated scripts combine the individual block scores in into a composite corridor score.

IMPLEMENTABLE APPROACH

We will work closely with the Village to determine how to best prioritize future improvements through developing criteria. Some potential criteria are included below.

- Citizen request/complaint
- Proximity to public locations such as train stations, schools, and government centers
- Locations with high pedestrian volumes
- Severity of barrier – focus on curb barriers, signals, & detectable warnings
- Opportunity for coordination with other repair work
- Construction feasibility and required permitting





SECTION 3

Cover Letter

Project Understanding and Approach

Scope of Services

Key Personnel

Representative Projects

Project Schedule

Cost Estimate of Consultant Services

Direct Costs and Subconsultant Expenses Table

Attachments



ANTICIPATED SCOPE OF SERVICES

The proposed Oak Brook ADA Public-Right-of-Way Transition Plan scope is outlined below. The goals of the ADA Transition Plan are the following: to ensure compliance with Title II of the Americans with Disabilities Act of 1990; to provide the Village an inventory and evaluation of compliant/non-compliant sidewalks, shared-use paths and intersections; to document a plan for achieving Village-wide ADA public right-of-way compliance in the future; and to establish a clear process for community members to relay ADA issues and concerns.

Following are highlights of what a potential scope of services will entail.

Task 1:

Early Coordination

Our first step will involve coordinating a kick-off meeting with the Village and a data request list to receive applicable GIS files and existing data to be reviewed for the ADA Transition Plan. We will develop a GIS inventory based on the provided and found datasets. Much of this will be streamlined as datasets are accessible from the Multi-Use Path and Bike Route Master Plan.

We will begin by hearing the goals of the Village and gain an understanding of what success looks like. We will use this to develop the project timeline, key milestones, and come to consensus on deliverables that will be most useful and implementable.

Task 2:

Community Engagement

We will work with the Village to determine which community engagement tools are most effective and which tools will best expand participation in the plan and reach members of the community most directly impacted by ADA barriers and opportunities.

A. Public Involvement Plan: We will then develop a Public Involvement Plan to outline this strategy at the beginning of the project. We also understand the logic of keeping our engagement plan flexible so that we meet the needs of the community throughout the process. We will propose a combination of in person and online outreach tactics, to better meet people where they are, as is appropriate in the community. Focus will be given to disadvantaged / underrepresented population groups.

B. Stakeholder List: We will develop a stakeholder list of individuals and organizations we would like to include in the ADA Stakeholder Committee, as well as others we will include more generally in survey and meeting announcements.

C. Webpage: We will provide content and updates on the webpage hosted by the Village.

D. Public Survey (1): We will conduct one survey to receive feedback from project stakeholders and the public. The survey will include collecting information to identify accessibility barriers in the project study area.

E. ADA Stakeholder Committee (3 meetings): We will identify and meet with key stakeholders three times throughout the project process, when gathering feedback on accessibility barriers, when we have a self-evaluation complete and are discussing prioritization strategies, and when we have a draft plan.

F. Pop-Up Meetings (2): We will attend two scheduled community events to publicize the study and to gain public input while the survey is open.

G. Public Posting and Comment Period: Once the plan is drafted, it will be posted on the Village's website, hard copies will be located at Village Hall, and public comments will be solicited for a 4-week period. The Village will review and address comments in refining the final ADA TP.

H. Village Board Meeting (1): The project team will present to the Village Board in a public hearing format to gain approval of the plan. Consultant will be responsible for collecting any comments and suggestions and consolidating them into items for revision or response.



It is recommended to develop an ADA Stakeholder Committee in lieu of the one-on-one interviews and open houses. This provides the ability to focus our conversations with key stakeholders to whom ADA compliance is essential and to meet with them multiple times throughout the project to provide input and guidance.

If preferred, one open house could take place instead of one stakeholder committee meeting and the two pop-up meetings.

Task 3:

Self-Evaluation Data Collection and Analysis

A.Data Collection – Digital: Civiltech will conduct extensive desktop research exploring the transportation network to identify all transportation facilities in the public right-of-way, which includes but is not limited to sidewalks, sidepaths, trails, curb ramps, crosswalks, transit facilities, and pedestrian-activated signals. Some of this will be streamlined as datasets are accessible from the Multi-Use Path and Bike Route Master Plan.

B.Data Collection – Field Survey: We will inventory all sidewalks, shared-use sidepaths, and shared-use trails within the Village corporate limits that are under the maintenance and/or jurisdiction of the Village. All barriers to accessibility will be identified and documented. Measurements/evaluations will be taken a minimum of every 250 feet along these corridors, and at locations where significant changes or barriers are clearly present. The evaluation will document the following characteristics of sidewalks, sidepaths, and trails: widths, cross slopes, vertical grades/running slopes, grade breaks, vertical surface discontinuities, clear zones/protruding objects, side slopes, surface/materials, and curb ramps. The evaluation will also document

pedestrian street crossings (crosswalks), pedestrian-oriented signage, street furniture, transit facilities along sidewalks and sidepaths, and pedestrian traffic signalization. The inventory assessment will evaluate facilities compliance with PROWAG (2023), the Illinois Accessibility Code, and/or any local regulations, whichever provides greater accessibility. This inventory will be completed using ESRI's Field Maps.

C.Self-Evaluation Analysis and Documentation: Once the survey is complete, the Self-Evaluation will consist of a formatted document and an electronic database in Microsoft Excel and GIS formats, and photographs that document existing conditions. The Self-Evaluation will include a description of the process for data collection including the methodology for prioritization based on geography, demographics, conditions, and/or other factors; data organization; and tools used. The Self-Evaluation document will include the following sections: Process and Findings, Methodology, Policy, Priority Areas, External Agency Coordination, Improvement Schedule and Monitoring and Appendix (with GIS maps and photos).

Task 4:

Transition Plan Document

A.Draft Deliverables: Civiltech will draft the following documents in coordination with the Village: Need and Purpose, ADA Coordinator, Design Standards and Guidelines, Public Outreach and Public Notice of ADA Requirements, Grievance Procedure, Progress Monitoring and Transition Plan Management and Self-Evaluation (as noted in Task 3).

B.Final Deliverables: We will incorporate edits from the Village and provide revised deliverables.

C.Draft Plan: The full Transition Plan will be drafted and shared at the Open House and on the Village website for comments. A second iteration will be provided between the Open House and the Village Board Meeting.

D.Final Plan: The final Transition Plan will incorporate Village Board comments and be posted on the Village website.



Task 5:

Supervision, Administration, and Project Coordination

We will manage all aspects of this project and ensure it is a successful process with desired outcomes and deliverables. We will setup monthly virtual coordination meetings with the project team.

Civiltech takes pride in delivering reports, studies and contract documents of the highest quality to our clients. Our QC/ QA program includes reviews by experienced transportation professionals not involved with the project. Our interdisciplinary team of traffic, geometric, and structural engineers typically review planning concepts for future project feasibility.

Anticipated Deliverables

Task 1

- Kick-Off Meeting Agenda, Minutes, Materials
- Data Request List

Task 2

- Public Involvement Plan
- Stakeholder List
- Webpage Text
- ADA Stakeholder Committee Meeting Materials
- Public Survey
- Pop-Up Meeting Materials
- Engagement Summary Memo
- Village Board Meeting Presentation

Task 3

- Self-Evaluation (GIS inventory, Excel inventory, Photos, Word document for Transition Plan)

Task 4

- Transition Plan document (Need and Purpose, ADA Coordinator, Design Standards and Guidelines, Public Outreach and Public Notice of ADA Requirements, Grievance Procedure, Progress Monitoring and Transition Plan Management and Self-Evaluation)

Task 5

- Monthly Meetings with Village (Agendas and Minutes, as appropriate)



SECTION 4

Cover Letter

Project Understanding and Approach

Scope of Services

Key Personnel

Representative Projects

Project Schedule

Cost Estimate of Consultant Services

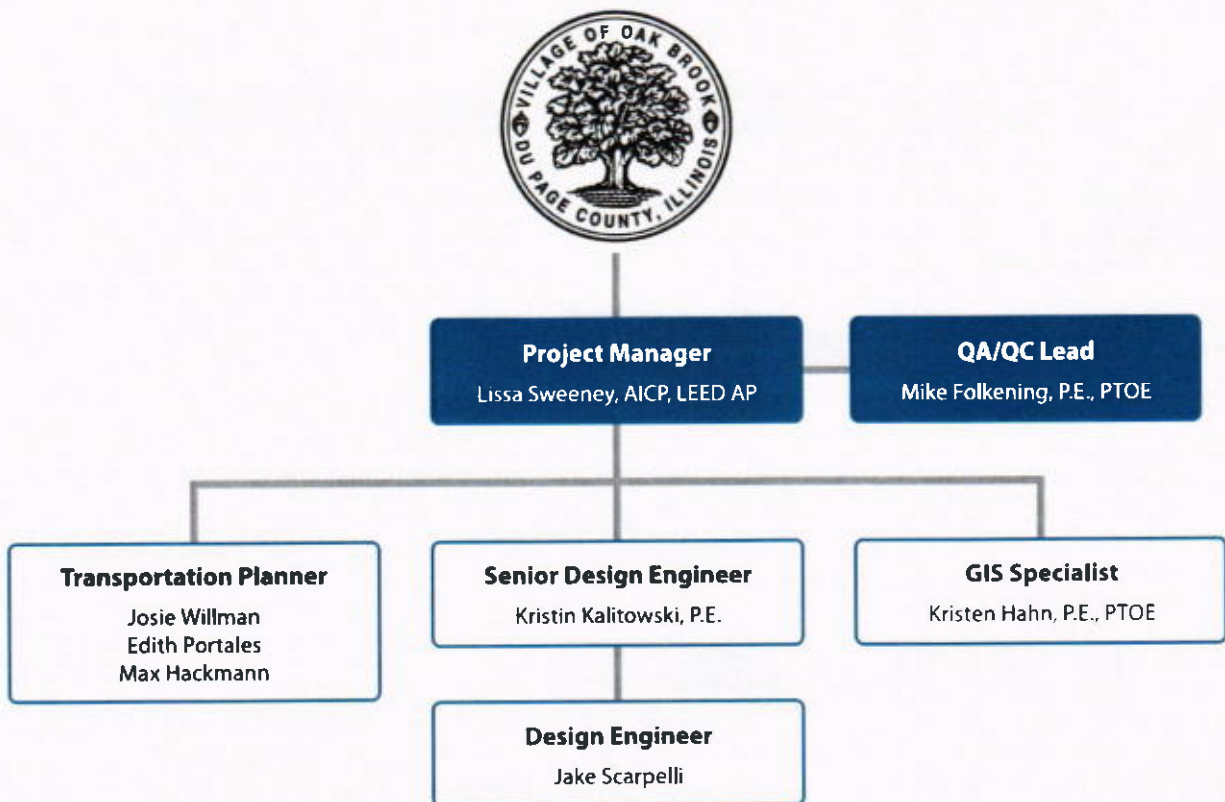
Direct Costs and Subconsultant Expenses Table

Attachments



KEY PERSONNEL

Organizational Chart





PROJECT TEAM



Lissa Sweeney, AICP, LEED AP | Project Manager

Lissa is a Project Manager in Civiltech's Urban Design & Traffic department and will serve as Project Manager for this project. Lissa Sweeney's talent lies in bringing multiple stakeholders to the table, guiding them through complex issues and advocating for creative solutions and action. She is passionate about improving the built environment and has managed transportation, stormwater management and sustainability projects. As a certified planner (AICP), Lissa takes a holistic approach to projects. Her experience in the not-for-profit, private and public sectors positions her to implement innovative and custom approaches for each client.



Mike Folkening, P.E., PTOE | Quality Control/Quality Assurance

Mike is the Director of Urban Design and Traffic and will provide QC/QA services on this project. He specializes in both preliminary and prefinal design projects ranging from simple intersections to large corridor improvements. The projects he oversees include roadways, streetscapes, traffic studies, bike and pedestrian facilities, and transit access.



Edith Portales | Transportation Planner

Edith is a part of Civiltech's Transportation Planning team. With her background in economic development, she helps the team understand the bigger picture of how multimodal improvements can better connect to economic opportunities. She also is a talented grant writer, which communities leverage to help implement recommendations. Edith has expertise in data and policy development and analysis. She has also been recognized for her research on policy and design interventions to fight violence against women and feminine-presenting people on public transit.



Josie Willman | Transportation Planner

Josie is a member of Civiltech's Transportation Planning team. She brings her infographic and visual presentation talents to make our planning projects digestible and exciting. She also brings an analytics background to transportation planning, and is a published co-author on pedestrian and bicycle crash papers. She has extensive experience conducting research and developing strategies to encourage walking and bicycling as viable commute options. She has experience with multimodal planning, including pedestrian, bicycle, freight, and transit design.



Max Hackmann | Transportation Planner

Max is a planner on Civiltech's Transportation Planning team. He brings experience in municipal public transit and transportation planning including regional/subregional transportation and geospatial analysis and visualization. Max's project work focuses on transit studies and long range transportation planning.



Kristin Kalitowski, P.E. | Senior Design Engineer

Kristin is a Project Manager in Civiltech's Design Engineering department and will serve as Senior Design Engineer on this project. Kristin specializes in IDOT coordination, geometric roadway design, bicycle and pedestrian facility design, highway design, street rehabilitation and reconstruction, utility coordination, and drainage design, predominantly for Federally funded projects. Kristin has extensive experience with street rehabilitation projects for municipalities throughout the region and brings ADA design and compliance expertise.



Jake Scarpelli | Design Engineer

Jake Scarpelli is a Project Engineer on Civiltech's Design Engineering team and will serve as Design Engineer on this project. Jake specializes in roadway design and has provided design engineering services on intersection improvements, street rehabilitation, and streetscape projects for municipalities throughout the region. From his roadway design work, Jake brings substantial ADA design and compliance experience.



Kristen Hahn, P.E., PTOE | GIS Specialist

Kristen is a data analyst industry leader who is passionate about balancing the needs of all roadway users including pedestrians, cyclists, transit, and vehicles. In her words, she feels strongly that public space must be safe and accessible for everyone, regardless of a person's neighborhood of residence or physical and financial abilities. Her experience includes large-scale database management projects, pedestrian studies, traffic studies, traffic signal design, ADA ramp design, roadway geometrics, construction inspection, and a variety of special projects. She has worked with the Project Development division of the Chicago Department of Transportation primarily providing traffic safety analysis, reports, and designs.



SECTION 5

Cover Letter

Project Understanding and Approach

Scope of Services

Key Personnel

Representative Projects

Project Schedule

Cost Estimate of Consultant Services

Direct Costs and Subconsultant Expenses Table

Attachments



Proposal for Professional Consulting Engineering Services ADA Self-Evaluation and Transition Plan for Public Right-of-Way

Village of Oak Brook

Project Experience



ADA Transition Plan City of Joliet

Improving Accessibility in Joliet. Civiltech recently completed an ADA Transition Plan with the City of Joliet, to ensure that inclusivity and accessibility was integrated into City programs and policies, and to meet Americans with Disabilities Act (ADA) requirements.

The City of Joliet adopted the Public Right-of-Way ADA Transition Plan on October 3, 2023. As part of the ADA Transition Plan, Civiltech completed a citywide survey of the public right-of-way utilizing ArcGIS and recent resurfacing and reconstruction projects. This enabled a citywide map to be created highlighting compliant and non-compliant curb ramps and sidewalks, which can be used as a tool for the City moving forward when programming projects.

Civiltech also held a Public Rights-of-Way Accessibility (PROWAG) training with City staff to review ADA compliance from design through construction and inspections.

Additionally, Civiltech worked closely with the City to develop all components of the plan. This included designating an ADA Coordinator, establishing a Grievance Procedure, outlining Design Standards and Guidelines, and incorporating public feedback. The full plan is available here: www.joliet.gov/home/showpublisheddocument/33284/638237288620530000

Client Contact

Sean Mikos, P.E. • Deputy Director of Engineering
City of Joliet • smikos@joliet.gov • 815.724.4208



Downtown Elmhurst ADA Assessment City of Elmhurst

Bringing ADA Expertise to Elmhurst. Civiltech's ADA experience and proven method of efficient data collection allowed for this assessment to be delivered very quickly and at low cost to the client.

Civiltech performed a comprehensive assessment of accessibility for people with disabilities in the City of Elmhurst's downtown area. To evaluate compliance with federal guidelines (ADA and PROWAG), 53 intersections, 172 curb ramps, 99 crosswalks, 147 mainline sidewalks, 170 driveway and alley aprons, and 22 on-street accessible parking spaces were measured in detail.

Field data, including measurements and photos, were collected using a highly efficient smartphone app customized for this project. The app uses ArcGIS and allows data to be synced in real time to an interactive online map. Along with the map, a detailed report provides critical information to strategically plan future improvements and ADA compliance.

Client Contact

Mike Litwin, P.E. • City of Elmhurst
mike.litwin@elmhurst.org • 630.530.3018



CDOT Program Manager Consultant Chicago Department of Transportation | C*NECT, LLC.

As prime consultant on the contract, Civiltech staff leads the Chicago Department of Transportation C*NECT Program. C*NECT provides 70+ full time personnel from a dozen companies to handle all phases of engineering services related to the City of Chicago Aldermanic Menu Program and more.

C*NECT is a consultant team contracted by the Chicago Department of Transportation (CDOT) to perform program management services in support of the City of Chicago Aldermanic Menu Program. Civiltech, along with a joint venture partner, is the prime consultant on this large-scale program that provides comprehensive engineering services throughout the life cycle of thousands of public way improvements across the City every year.

Projects supported by C*NECT include street and alley resurfacing, street reconstruction, green alleys, viaduct rehabilitation, vertical clearance improvements, pedestrian safety improvements, bike infrastructure, ADA improvements, traffic signal modernizations, drainage improvements, and other maintenance improvements.

A major goal of our team is to provide our services to CDOT at the lowest possible cost, and we strive each year to do more with less. By implementing efficient management strategies and tech savvy solutions, we have reduced consultant engineering costs by \$2 million annually.

Client Contact

Conan Chan • Chicago Department of Transportation
Division of Engineering • conan.chan@cityofchicago.org • 312.742.8022



SECTION 6

Cover Letter

Project Understanding and Approach

Scope of Services

Key Personnel

Representative Projects

Project Schedule

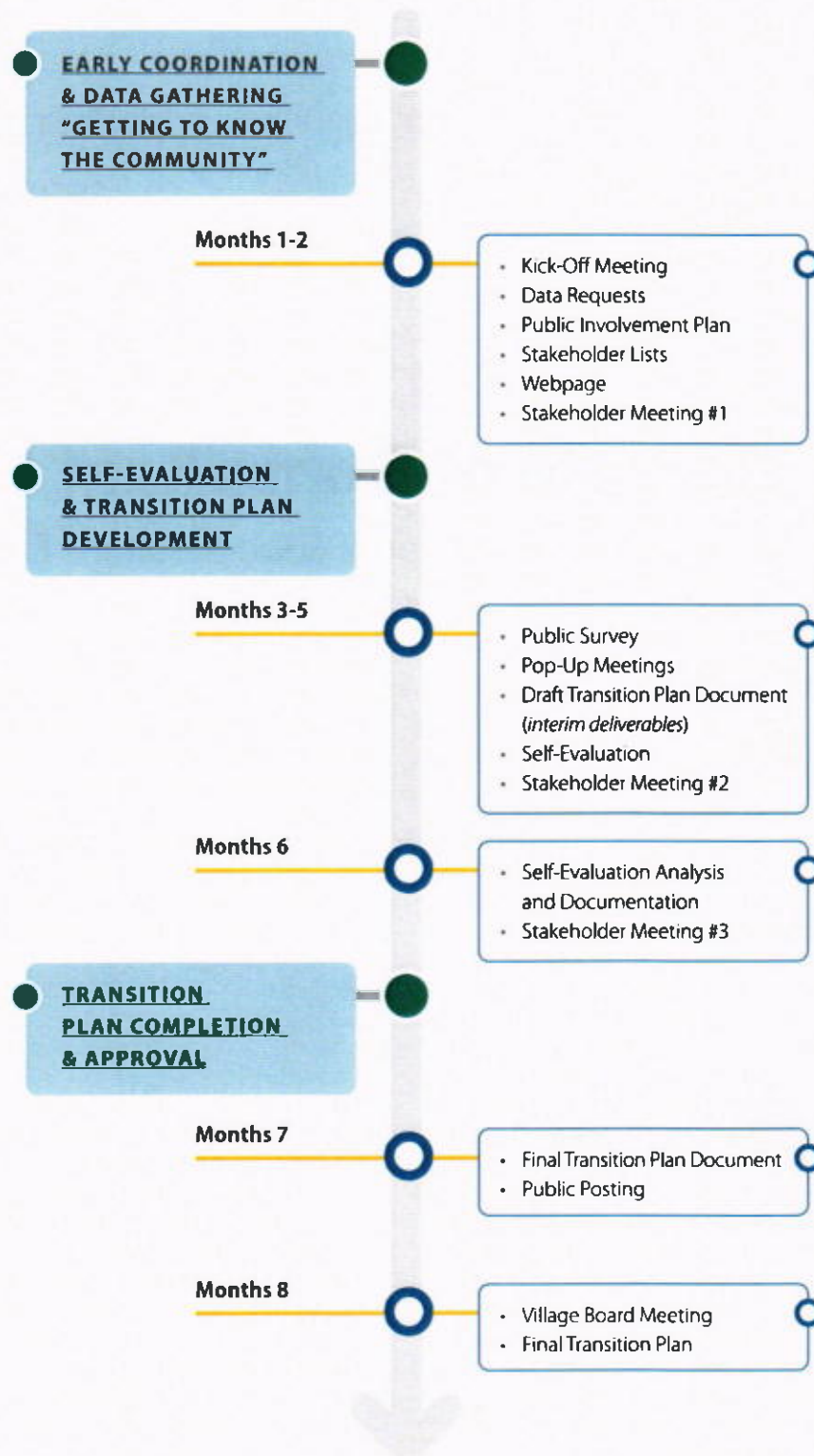
Cost Estimate of Consultant Services

Direct Costs and Subconsultant Expenses Table

Attachments



PLAN SCHEDULE





SECTION 7

Cover Letter

Project Understanding and Approach

Scope of Services

Key Personnel

Representative Projects

Project Schedule

Cost Estimate of Consultant Services

Direct Costs and Subconsultant Expenses Table

Attachments



Proposal for Professional Consulting Engineering Services
ADA Self-Evaluation and Transition Plan for Public Right-of-Way
 Village of Oak Brook

COST ESTIMATE OF CONSULTANT SERVICES

Item No.	Task	Staff Classifications & Workhours						Total Workhours	% of Workhours	Labor Fee	
		Senior Project Manager	Project Manager	Planner II	GIS Expert	Senior Design Engineer	Design Engineer				
	Billing Rate	\$211	\$150	\$91	\$160	\$171	\$116				
1	Early Coordination										
a.	Kick-Off Meeting	3	3	3	3			12			
b.	Gather and Review Materials		3	5	5			13			
	Item 1 Subtotal	3	6	8	8	0	0	25	4.5%	\$3,539.70	
2	Community Engagement										
a.	Public Involvement Plan		2	3				5			
b.	Stakeholder List		2	5				7			
c.	Webpage		4	10				14			
d.	ADA Stakeholder Committee Meetings (3)	8	20	30	5	8		71			
e.	Public Survey (1)		3	12				15			
f.	Pop-Up Meetings (2)		12	15				27			
g.	Public Posting and Comment Period		5	5				10			
h.	Village Board Meeting (1)	2	3	3				8	5.1%		
	Item 2 Subtotal	10	51	83	5	8	0	157	28.4%	\$19,483.20	
3	Self-Evaluation Data Collection and Analysis										
a.	Data Collection - Digital		3	10	8	2	4	27			
b.	Data Collection - Field Survey		3		12	4	170	189			
c.	Self-Evaluation Analysis and Documentations		3	25	22	2		52			
	Item 3 Subtotal	0	9	35	42	8	174	268	48.6%	\$26,111.03	
4	Transition Plan Document										
a.	Draft and Final Deliverables	2	5	25		2		34			
b.	Draft and Final Plan	2	5	10		2		19			
	Item 4 Subtotal	4	10	35	0	4	0	53	9.6%	\$6,216.08	
5	Supervision, Administration, and Project Coordination										
a.	Monthly Meetings (8)	4	16	16	5			41			
b.	QA/QC	4	4					8			
	Item 5 Subtotal	8	20	16	5	0	0	49	8.9%	\$6,939.68	
	Project Totals	25	96	177	60	20	174	552	100%		
	% of Workours:	4.5%	17.4%	32.1%	10.9%	3.6%	31.5%	100.0%			
										Total Labor Fee	\$62,289.68
										Total Direct Costs	\$1,934.50
										Total Subconsultants	\$0.00
										TOTAL PROJECT COST	\$64,224.18



SECTION 8

Cover Letter

Project Understanding and Approach

Scope of Services

Key Personnel

Representative Projects

Project Schedule

Cost Estimate of Consultant Services

Direct Costs and Subconsultant Expenses Table

Attachments



DIRECT COSTS

Village of Oak Brook	Task	In-House Direct Cost	Sub-Consultant Cost
1 Early Coordination			
Mileage	3 trips @ 30 miles @ \$0.655	\$58.50	
	Item 1 Subtotal	\$58.50	
2 Community Engagement			
Mileage	20 trips @ 30 miles @ \$0.655	\$390.00	
	Public Survey	\$500.00	
	Pop-Up Meeting Materials	\$100.00	
	Open House Materials	\$100.00	
	Item 2 Subtotal	\$1,090.00	
3 Self-Evaluation Data Collection and Analysis			
Mileage	40 trips @ 30 miles @ \$0.655	\$786.00	
	Item 3 Subtotal	\$786.00	
4 Transition Plan Document			
N/A	Item 4 Subtotal		
5 Supervision, Administration, and Project Coordination			
N/A	Item 5 Subtotal		
Total In-House Direct Costs:		\$1,934.50	-
Total Subconsultant Costs:		-	
TOTAL IN-HOUSE DIRECT & SUBCONSULTANT COSTS:		\$1,934.50	



SECTION 9

Cover Letter

Project Understanding and Approach

Scope of Services

Key Personnel

Representative Projects

Project Schedule

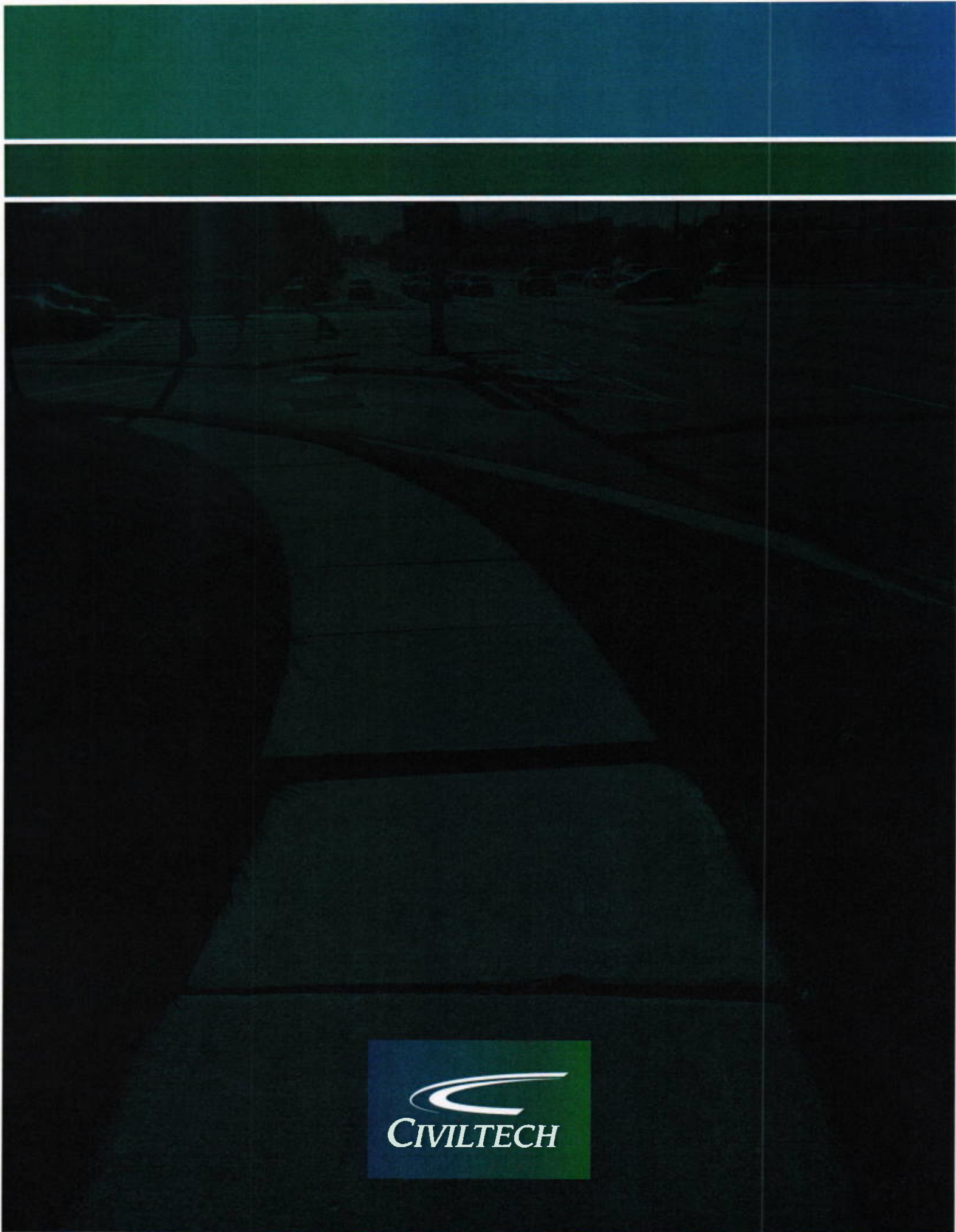
Cost Estimate of Consultant Services

Direct Costs and Subconsultant Expenses Table

Attachments

ATTACHMENT A

PROPOSAL SUBMITTED BY Civiltech Engineering, Inc
DATED August 8, 2024



ATTACHMENT B

INSURANCE REQUIREMENTS

Certificates of Insurance shall be presented to the Village within fifteen (15) days after the receipt by the contractor of the Notice of Award and the unexecuted contract, it being understood and agreed that the Village will not approve and execute the contract until acceptable insurance certificates are received and approved by the Village.

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

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

- A. General Liability - \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, provided that when the estimated cost of the work in question does not exceed \$25,000, the required limit shall be \$1,000,000;
- B. Automobile Liability (if applicable) - \$1,000,000 combined single limit per accident for bodily injury and property damage;
- C. Worker's Compensation and Employer's Liability - Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employer's Liability limits of \$1,000,000 per accident.

Any deductibles or self-insured retention must be declared to and approved by the Village. At the option of the Village, either the insurer shall reduce or eliminate such deductible or self-insured retention as respects the Village, its officers, officials, employees and volunteers; or the Insured shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses to the extent of such deductible or self-insured retention.

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

- D. General Liability and Automobile Liability Coverage -

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

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

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

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

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

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



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
September 10, 2024

SUBJECT: Award of Contract - Public Works Garage Radiant Heaters Purchase and Installation Project

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$55,775.00 is available in account #411-90400 of the FY2024 Budget.

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2230, A Resolution Awarding a Contract to Dahme Mechanical, Inc., of Arlington Heights, Illinois, for the Public Works Garage Radiant Heaters Purchase and Installation Project, in the amount of \$40,450.00.

Background/History:

On August 1st, 2024, staff issued a request for proposals and fees from qualified companies to perform replacement of the Public Works garage heaters. The Public Works Garage is currently heated by nine outdated ventless natural gas heaters which have been identified by our insurer as a high safety risk. These units heat the building using exposed open flames with the carbon monoxide and combustion byproducts being vented directly into the building's work areas. The open flame design makes this type of heater a potential fire hazard and poses a health risk to all occupants. These units are also well past the average life expectancy of 15 to 20 years for this type of heating system.

The Request for Proposal was posted on the Village Website on May 29th, sent to 14 companies, and two were received and opened on August 14th.

COMPANY	AMOUNT
DAHME MECHANICAL, INC.	\$40,450.00

MECHANICAL INC. DBA HELM SERVICE	\$55,775.00
---	--------------------

Dahme Mechanical, Inc.'s proposal is \$15,325 under the budgeted amount. Helm has chosen to substitute the originally specified equipment with comparable models. Additionally, they are oversizing the system by 325,000 BTUs beyond what was proposed, resulting in a larger capacity than initially planned. This adjustment would have an impact on both the performance and operating costs of the system.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2230, A Resolution Awarding a Contract to Dahme Mechanical, Inc., of Arlington Heights, Illinois, for the Public Works Garage Radiant Heaters Purchase and Installation Project, in the amount of \$40,450.00.

Attachments:

1. 2024-PW-GRG-HEAT-R-2230Res
2. PWGarageHeatersContract

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2024-PW-GRG-HEAT-R-2230

A RESOLUTION
AWARDING A CONTRACT TO DAHME MECHANICAL INC., OF
ARLINGTON HEIGHTS, ILLINOIS, FOR THE PUBLIC WORKS
GARAGE RADIANT HEATERS PURCHASE AND
INSTALLATION PROJECT

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 10th day of September 2024

RESOLUTION NO. 2024-PW-GRG-HEAT-R-2230

A RESOLUTION
AWARDING A CONTRACT TO DAHME MECHANICAL INC., OF ARLINGTON HEIGHTS,
ILLINOIS, FOR THE PUBLIC WORKS GARAGE RADIANT HEATERS PURCHASE AND
INSTALLATION PROJECT

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 a Contract with another party pursuant to Illinois Statute;

WHEREAS, On August 1, 2024, staff requested proposals for the proposed scope of services and fee proposal from qualified companies to perform replacement of the Public Works garage heaters (the "Project"), whereafter two proposals were received and opened on August 14, 2024;

WHEREAS, of the two proposals received, Staff has determined that Dahme Mechanical Inc., (the "Company") had submitted the proposal providing the best overall value to the Village for the Project, as further detailed in the Project's Contract (the "Contract") attached hereto and incorporated herein as Exhibit A;

WHEREAS, Staff now recommends the Corporate Authorities to award the Contract for the Project to Dahme Mechanical Inc., for the reasons provided for herein; and

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

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

Section One – Recitals

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

Section Two – Award of Contract

The Corporate Authorities hereby Awards the Contract, substantially in the form attached hereto and made a part hereof as Exhibit A, to Dahme Mechanical Inc., in the amount of \$40,450.00.

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Contract, 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 Contract.

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

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 10th day of September 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 10th day of September 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Contract]



REVIEW OF CONTRACTS

Awarding Agency:

VOB.

Type of Contract:

Prof. Svcs.

Department:

PW

Program/Account Number:

411-90400

Awarded Contract Price:

\$40,450.00

Budgeted Amount:

\$55,775.00

CONTRACT AMOUNT

☐

Under \$20,000

☐

\$500,001 - \$1,000,000

☒

\$20,000 - \$500,000

☐

Over \$1,000,000

NOTES

Public Works Manage Radiant Heaters
Purchase and Installation Project

DEPARTMENT DIRECTOR SIGNATURE

Name:

Timothy O'Malley

Date:

8/29/24

INITIAL REVIEWING ATTORNEY SIGNATURE

Name:

Mr. [Signature]

Date:

9/3/24

APPROVED BY VILLAGE MANAGER

Name:

[Signature]

Date:

9/4/24

FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name:

Mr. [Signature]

Date:

9/3/24

☐

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: _____

ORIGINAL



**Village of Oak Brook
Public Works Garage Radiant Heaters
Purchase and Installation Project
Request for Proposals
July 2024**

Table of Contents

Section

- A. Notice to Proposers
- B. Proposal
- C. Instructions to Proposers
- D. Specifications
- E. Special Conditions
- F. Statement of Proposer's Qualifications
- G. References
- H. Proposal Certification
- I. Contract
- J. Payment and Performance Bonds

Section A Notice to Proposers

Posted on the Village of Oak Brook website, Wednesday, May 29, 2024

The Village of Oak Brook will receive proposals for:

Public Works Garage Radiant Heaters Purchase and Installation Project

A Pre-Proposal meeting and site visit will be held at 10:00 a.m. on Wednesday August 7, 2024 at the Public Works Building, 3003 Jorie Blvd., Oak Brook, IL, 60523. Prospective Proposers must be at the building site at 10:00 a.m. to be considered an attendee. **Attendance at this meeting is strongly recommended.** The purpose of the meeting is to give all prospective Proposers the opportunity to inspect the site. Any questions or concerns can be addressed at this time.

Sealed proposals will be received by Rania Serences, Purchasing & Budgeting Coordinator, Village of Oak Brook, 1200 Oak Brook Road, Oak Brook, IL 60523 until **11:00 A.M., Wednesday, August 14, 2024**, prevailing time. Proposals received after this date and time will be returned to the sender unopened.

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

No proposal shall be withdrawn after opening of proposals without the consent of the Village of Oak Brook for a period of ninety (90) days after the scheduled time of opening proposals.

The Village of Oak Brook reserves the right to reject any or all proposals, to waive any informalities, and to accept the proposal deemed most advantageous to it.

Netasha Scarpiniti
Village Clerk

Section B Proposal

1. COST OF WORK:

The undersigned, acting for and on behalf of contractor and having familiarized himself with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the entire proposal package, hereby affirms and agrees to enter into a contract with the Village of Oak Brook, Oak Brook, IL.

To provide all supervision, labor, material, equipment and all other expense items to completely perform the work covered by the specifications in this Proposal Package, including completely assembling all items in an operable condition and delivering said items to the Village of Oak Brook.

The undersigned submits herewith his proposal for the indicated items as follows:

Supply, Deliver, and Install multiple HL-3 Detroit Radiant Re-Verber-Ray Heaters and Controls. The Lump Sum Total must also include the Removal and Disposal of Existing Heaters, Piping, and Controls, as Contained in Section D:

QUANTITY	HEATER SIZE	UNIT COST	EXTENDED COST
2	125,000 - 40'	\$ 8,090	\$ 16,180
2	75,000 - 30'	\$ 8,090	\$ 16,180
1	75,000 - 20'	\$ 8,090	\$ 8,090

Total Project Cost \$ 40,450.00

In Words Forty-thousand four hundred fifty dollars.

The Village of Oak Brook reserves the right to reject any or all proposals and to waive any informalities and to accept the proposal deemed most advantageous to it.

2. COSTS:

The undersigned contractor hereby affirms and states the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished

in accordance with the requirements of the contract documents considered severally and collectively. All proposals shall be held valid for a period of ninety (90) days after the proposal due date.

3. **INSTRUCTIONS TO PROPOSERS:**

The undersigned vendor/contractor shall comply with all Sections of this Proposal Package which are incorporated herein by reference.

4. **PROPOSAL GUARANTEE:**

None.

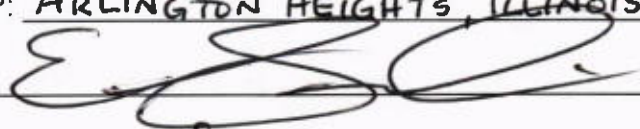
5. **TIME OF COMPLETION:**

The undersigned affirms and declares that if awarded the contract for this work he will completely perform said contract in strict accordance with its terms and conditions by **December 15, 2024**, unless additional time shall be granted by the Village in accordance with the provisions of the specifications. Should the contractor fail to complete the work by said date or within such extended time as may have been allowed, the contractor shall be liable to the Village for the amount set forth in the specifications.

Firm Name: DAHME MECHANICAL, INC.

Address: 610 S. ARTHUR AVE.

City, State, ZIP: ARLINGTON HEIGHTS, ILLINOIS 60005

Signature: 

Name Printed: ERIC SIMADIS

Title: SERVICE DEPARTMENT MANAGER

Telephone: 708-447-7023 Date: 8/12/2024

If a Corporation:

ATTEST:


Secretary

Section C Instructions to Proposers

1. **RECEIPT OF PROPOSAL:** Wednesday, the 14th day, August 2024; 11:00 A.M.
2. **BASIS OF PROPOSAL:** Sealed proposals will be received until the above noted time and date.
3. **PROPOSAL DESCRIPTION:** Public Works Garage Radiant Heaters Purchase and Installation Project
4. **PREPARATION AND SUBMISSION OF PROPOSALS:**
 - A. **A Pre-Proposal meeting and site visit will be held at 10:00 a.m. Wednesday, August 7, 2024** at Public Works Building, 3003 Jorie Blvd., Oak Brook, IL, 60523. Prospective Proposers must be at the building site at 10:00 a.m. to be considered an attendee. **Attendance at this meeting is strongly recommended.** The purpose of the meeting is to give all prospective Proposers the opportunity to inspect the site. Any questions or concerns can be addressed at this time.
 - B. The proposal must be delivered to the office of the Purchasing & Budgeting Coordinator, Village of Oak Brook, 1200 Oak Brook Road, Oak Brook, IL 60523 on or before **Wednesday, 11:00 A.M., prevailing time, August 14, 2024.** Proposals received after this time will not be considered and will be returned unopened.
 - C. Each proposal shall be submitted on the exact form furnished. All blank spaces for proposal prices, unit costs and alternates must be filled in--in ink--in both words and figures if indicated. In case of any discrepancy in the amount proposal, the prices expressed in written words shall govern.
 - D. Each Proposer must complete, execute and submit with its proposal a certification that contractor is not barred from public contracting due to bid-rigging or bid rotating convictions on the form included with the proposal documents.
 - E. Each Proposer must submit a complete proposal package, including the following items:
 1. Proposal.
 2. References.
 3. Statement of Proposer's Qualifications.
 4. Proposal Certification (filled out and signed).
 5. Contract (filled out and signed).
 6. Sexual Harassment Certificate (filled out and signed).
 7. Contractor's Certifications (filled out and signed).
 8. Prevailing Wage Affidavit

9. Certified Payroll Record

- F. The proposal shall be submitted in an opaque sealed envelope on or before the time stated and shall bear the name of the individual, firm, or corporation submitting the Proposal and the Proposal Name "Public Works Garage Radiant Heaters Purchase and Installation Project".
- G. Proposers may attach separate sheets to the proposal for the purpose of explanation, exception, alternate proposal and to cover unit prices, if needed.
- H. Proposers may withdraw their proposal either personally or by written request at any time before the hour set for the proposal opening and may resubmit it. No proposal may be withdrawn or modified after the proposal due date except where the award of contract has been delayed for a period of more than **ninety (90) days**.
- I. In submitting this proposal, the Proposer further declares that the only person or party interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm or corporation.
- J. The Proposer further declares that he has carefully examined this entire Proposal Package, and he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of this work and understands that in making the proposal he waives all rights to plead a misunderstanding regarding same.
- K. The Proposer further understands and agrees that if his proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means to do all of the work and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the owner (Village), in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
- L. The Proposer further agrees that if the Village decides to extend or shorten the work, or otherwise alter it by extras or deductions, including elimination of one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased.
- M. The Proposer further agrees that the Village representative may at any time during the progress of the work covered by this Contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the proposal or contract as a specific item covered by a lump sum price, and which are not included under the proposal price for other items in the Contract, shall be performed as extra work.
- N. The Proposer shall submit a fully executed Contract, Sexual Harassment Certificate, and Contractor's Certification, Contract, Sexual Harassment

Certificate, Contractor's Certifications, Prevailing Wage Affidavit, and Certified Payroll Record as a part of his Proposal.

- O. By submitting a proposal, the Proposer understands and agrees that, if his proposal is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.
- P. No proposal will be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.
- Q. If the Proposer is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, he may submit to the Public Works Director a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the documents will be made only by addendum duly issued by the Village. The Village will not be responsible for any other explanation or interpretation of the Proposal Package.

5. **SUBSTITUTIONS:**

- A. Certain materials and equipment are specified by a manufacturer or trade name to establish standards of quality and performance and not for the purpose of limiting competition. Proposers are invited to submit proposals not only on named items but also on items which they propose for substitution of named items. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design and suitability for intended use. Where two or more items are specified, the selection among those specified is the Proposer's option, or he may submit his proposal on all such items.
- B. Proposals shall be based on materials included in the specifications. Substitutions for the purpose of evaluating proposals will be considered only if proposed substitutions are set forth in the sealed proposal and will only be accepted prior to the award of the contract. The offer of substitutions shall be an integral part of the proposal, appearing immediately after all requested proposals and before the signature of the Proposer.
- C. Substitutions of materials other than those specified will not be considered in the base proposal price. However, other substitutions may be listed in the specified place in the Proposal Form, with the indication of the change in the base proposal price for the total cost.
- D. In addition to the requirements heretofore mentioned, in order for substitutions to qualify for consideration, the following shall accompany each proposal:

1. Each proposed substitution shall be itemized showing manufacturer name, catalog number, quantity, unit cost and total cost. The Proposer shall prepare the necessary forms to list his substitutions in the manner outlined.
2. Each proposal offering substitutions shall be accompanied by descriptive literature, catalog data, complete technical specifications and reports of all pertinent tests concerning the Proposer's proposed substitutions

6. **CONDITIONS:**

- A. The Village is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This proposal cannot include any amounts of money for these taxes.
- B. The Village shall reserve the right to add or to deduct from the base proposal and/or alternate proposal any item at the prices indicated in the itemization of the proposal.
- C. All proposals shall be good for ninety (90) days from the date of the proposal opening.

7. **BASIS OF AWARD:**

The Village of Oak Brook reserves the right to reject any or all proposals and to waive any informality or technical error and to accept any proposal deemed most favorable to the interests of the Village of Oak Brook. In addition to price, the Village will consider:

- A. Compliance with RFP. Adherence to all conditions and requirements of the RFP.
- B. Understanding of the Project. The proposer's understanding of the engagement, the Village's objectives, and the nature and scope of the work involved.
- C. Services to be Provided. The exact type and nature of the proposers proposed services and how they accomplish the objectives of the project.
- D. Qualifications of the Proposer. The proposer's capability in all respects to perform fully all contract requirements, and the integrity and reliability which will assure good faith performance.
- E. The experience of the contractor and its record on projects of a similar nature.

- F. The availability of necessary personnel and other resources to successfully complete the project specified herein on a timely basis.
- G. Costs. Proposed contract price.
- H. Ability, capacity, and skill to fulfill the contract as specified.
- I. Ability to supply the commodities; provide the services or complete the construction promptly, or within the time specified, without delay or interference.
- J. Character, integrity, reputation, judgment, experience, and efficiency.
- K. Quality of performance on previous contracts.
- L. Previous and existing compliance with laws and ordinances relating to the contract.
- M. Sufficiency of financial resources.
- N. Quality, availability and adaptability of the commodities, services, or construction, in relation to the Village's requirements.
- O. The quality of the service itself, or the quality and durability of the product or service itself.
- P. Ability to provide future maintenance and service under the contract.
- Q. Number and scope of conditions attached to the proposal.
- R. Record of payments for taxes, licenses, or other monies due to the Village.

8. **GUARANTEE:**

Contractor (successful Proposer) will guarantee his own work for a period of one (1) year against faulty material and/or workmanship. If any defects(s) appear(s) within the one (1) year guarantee period, the contractor will repair any such defect(s) solely at his cost and at no cost to the Village of Oak Brook. The Contractor will also forward copies of all applicable manufacture's warranties for all equipment/commodities supplied by the Contractor as a part of the Contract.

9. **WARRANTY:**

The Contractor will also forward copies of all applicable manufacturer's warranties for all equipment/commodities supplied by the Contractor as a part of the Contract.

10. **PAYMENT:**

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

11. **INDEMNIFICATION:**

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

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

12. **INSURANCE:**

Certificates of Insurance shall be presented to the Village within fifteen (15) days after the receipt by the contractor of the Notice of Award and the unexecuted contract, it being understood and agreed that the Village will not approve and execute the contract until acceptable insurance certificates are received and approved by the Village.

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

the work under the contract or permit, either by the contractor, permittee, or their agents, representatives, employees, or subcontractors.

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

- A. General Liability - \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, provided that when the estimated cost of the work in question does not exceed \$5,000, the required limit shall be \$500,000;
- B. Automobile Liability (if applicable) - \$1,000,000 combined single limit per accident for bodily injury and property damage;
- C. Worker's Compensation and Employer's Liability - Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employer's Liability limits of \$1,000,000 per accident.

Any deductibles or self-insured retention must be declared to and approved by the Village. At the option of the Village, either the insurer shall reduce or eliminate such deductible or self-insured retention as respects the Village, its officers, officials, employees, and volunteers; or the Insured shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses to the extent of such deductible or self-insured retention.

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

D. General Liability and Automobile Liability Coverage -

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

- (4) The Insured's insurance shall apply separately to each covered party against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

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

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

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

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

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

13. **SAFETY:**

The contractor and any subcontractors shall comply with all the provisions of the Federal Occupational Safety and Health Act of 1970 (84 Stat. 1590), as amended.

14. **NON-DISCRIMINATING:**

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

15. **EQUAL OPPORTUNITY:**

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

16. **PREVAILING RATE OF WAGES:**

All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible for notifying each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the revised rate as provided by the public body shall apply to this contract and the Contractor will not be allowed additional compensation because of said revisions.

Contractor will comply with the Illinois prevailing wage law, as amended from time to time. No less than the prevailing rate of wages as found by Owner, or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under the Contract. If the Department of Labor revises the prevailing rate of wages to be paid laborers, workers or mechanics under the Contract, Owner will notify Contractor and each Subcontractor of the change in the prevailing rate of wages; provided, however, regardless of whether Owner gives such notice, the revised prevailing rate of wages shall apply to the Contract and Contractor shall have the sole responsibility and duty to pay, and ensure that all Subcontractors pay, the revised prevailing rate of wages to each person to whom a revised rate is applicable. Revision of the prevailing wages shall not result in an increase in the Contract sum or other cost to Owner. Contractor shall indemnify, defend, and hold Owner harmless from any loss, including but not limited to Owner's attorney's fees, resulting from Contractor's failure to comply with this prevailing wage clause. All bonds applicable to the Contract shall include a provision as will guarantee the faithful performance of the obligation to pay the prevailing rate of wages.

The Contractor and each subcontractor shall make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day. The Contractor and each subcontractor shall submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor, which states that:

- (i) such records are true and accurate;
- (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon 2 business days' notice, the contractor and each subcontractor shall make available for inspection the records to the public body in charge of the project, its officers, and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

17. **EXECUTION OF DOCUMENTS**

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

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

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

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

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

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

18. **COPIES OF DOCUMENTS**

The number of copies of Contract and Bond required to be executed is as follows:

- a) Two (2) original counterparts of the Contract documents will be required to be executed.

19. **ASSIGNMENT**

Neither the Village nor the Contractor shall assign or transfer any rights or obligations under this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld.

20. **GOVERNING LAW**

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

21. **INDEPENDENT CONTRACTOR:**

There is no employee/employer relationship between the Contractor and the Village. Contractor is an independent contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, et seq.). The VILLAGE will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Contractor. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Contractor and the Village, and the Village is not and will not be liable for any obligations incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the Village and the Contractor.

22. **INSPECTION/TESTING/REJECTION:**

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

23. **PERFORMANCE CLAUSE:**

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

24. **LIQUIDATED DAMAGES:**

It is also understood and agreed that if the Village determines the Contractor failed to perform either by observing the established schedule or failing to perform to the level of service established herein for more than two (2) consecutive working days, the Village shall reserve the right to impose liquidated damages for said failure to perform, but not as penalty. The Village will serve notice either personally or in writing stating the reasons for imposing liquidated damages on the Contractor providing twenty-four (24) hours' notice to correct such items. If at the end of the twenty-four (24) hour period the Contractor has not made the necessary corrections, the Contractor shall pay liquidated damages to the Village in the amount of \$100 per day. This failure to perform shall include repeated incidents of any of the following: failure to perform any of the items under the scope of services, failure to respond to or resolve Village complaints, failure to adhere to any and all terms and conditions specified in the contract documents. The Village reserves the right to attempt to work through these items prior to imposing liquidated damages.

25. **FORCE MAJEURE**

A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and is not due to the negligence or willful misconduct of the affected party.

Unless otherwise agreed in the Contract between the parties expressly or impliedly, where a party to a Contract fails to perform one or more of its contractual duties, the consequences set out in this clause will follow if and to the extent that the party proves: (a) that its failure to perform was caused by an impediment beyond its reasonable control; (b) that it could not reasonably have been expected to have taken the occurrence of the impediment into account at the time of the signing of the contract; and (c) that it could not reasonably have avoided or overcome the effects of the impediment.

A party invoking this clause **shall** be presumed to have established the conditions described in the preceding paragraph in the case of the occurrence including, but not limited to, one or more of the following impediments or other similar causes beyond the control of the Contractor or the Village in the performance of the Contract where non-performance, by exercise of reasonable diligence, cannot be prevented:

- acts of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity,

landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought;

- acts of war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization;
- civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience;
- acts of public enemies, acts of terrorism, sabotage or piracy;
- **plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions;**
- act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization;
- explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break down of transport, telecommunication or electric current;
- general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises;
- shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject Party.

The affected party **shall** provide the other party with written notice of any force majeure occurrence as soon as the delay is known and provide the other party with a written contingency plan to address the force majeure occurrence. Furthermore, the affected party **shall** use its commercially reasonable efforts to resume proper performance within an appropriate period of time. Notwithstanding the foregoing, if the force majeure condition continues beyond 30 days, the parties to the Contract **shall** jointly decide on an appropriate course of action that will permit fulfillment of the parties' objectives under the contract.

Contractor **shall not** be entitled to an adjustment in Contract price or other non-price related items caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a subcontractor or supplier shall be deemed to be within the control of Contractor.

Section D Specifications

1. INTRODUCTION AND BACKGROUND

The Village of Oak Brook is seeking proposals for the upgrade of the heating system in the Public Works Building Garage. This project aims to enhance energy efficiency and ensure reliable heating for the facility while addressing potential safety and health concerns with our current system. We invite qualified contractors to submit proposals for the supply, installation, and commissioning of multiple Detroit Radiant Re-Verber-Ray Radiant Heaters, and the removal and disposal of the existing heating equipment in the Public Works Building Garage.

2. SCOPE OF WORK:

Supply, delivery and installation of HL-3 Detroit Radiant Re-Verber-Ray Radiant Heaters and Controls at the Public Works Building Garage. The installation must include mounting, wiring, gas and exhaust piping, and testing of heaters. The radiant heaters must be appropriately sized to ensure effective heating throughout the facility. The contractor is responsible for calculating the required heating capacity based on the facility's dimensions, insulation, and usage patterns to achieve optimal performance and comfort.

The contractor must determine and install the appropriate quantity and length of radiant heaters to ensure even and efficient heat distribution. The length of each heater should be chosen to maximize coverage and efficiency, considering the facility's layout and potential obstructions. This determination should be based on the calculated heating requirements and specific characteristics of different areas within the facility. The contractor should provide a detailed plan indicating the number of heaters, their placement, and their lengths to cover all critical zones within the facility. This plan must be approved by the facility management prior to installation.

It is essential that the installation complies with applicable codes, standards, and manufacturer specifications. All exterior penetrations must be sealed and watertight.

3. REMOVAL OF EXISTING HEATERS AND EQUIPMENT

Remove and dispose of the existing heaters, piping and controls. This includes disconnecting power, dismantling, and disposing of old heaters in an environmentally responsible manner. Any necessary modifications or repairs to the existing infrastructure required for the new heaters installation will also be the responsibility of the contractor.

4. TESTING AND COMMISSIONING

Conduct thorough testing and commissioning of the new heaters after installation to verify functionality, efficiency, and safety. Contractor is responsible for testing the heating system to verify that it meets the specified performance criteria and provides consistent heating throughout the facility. Contractor must provide operational instructions and training to designated personnel.

Any adjustments needed to achieve optimal performance should be carried out promptly and documented.

5. SITE PREPERATION AND CLEANUP

Prepare the work area prior to installation and ensure that it is protected. After the installation, clean up the site by removing all debris, packaging materials, and equipment, leaving the site in a clean and orderly condition.

6. MANUFACTURERS WARRANTY

The contractor shall provide the manufacturer's warranty for all supplied radiant heaters. This warranty covers defects in materials and workmanship and is valid for the period specified by the manufacturers. The contractor will assist the Village of Oak Brook in processing any claims under the manufacturer's warranty.

7. INSTALLATION WARRANTY

In addition to the manufacturer's warranty, the contractor shall provide a two-year warranty on the installation workmanship. This warranty covers any defects or issues resulting from the installation process and includes repairs or corrections necessary to ensure the proper operation of the radiant heaters. The installation warranty commences from the date of project completion and will address any problems directly related to the installation, excluding those caused by misuse or external factors.

8. Eligibility Criteria

Prospective Proposers must have proven experience in installing radiant heating systems, relevant certifications and licenses, and the ability to provide references from previous similar projects.

Section E General Conditions

1. Contractor shall have five (5) years of experience which is comparable in type and scope to this project.
2. All work shall be done during the working hours as specified by the Public Works Director. Any change in the work schedule must have prior written approval from the Village of Oak Brook.
3. The project will be done on consecutive workdays until completed, delays only to inclement weather or act of God.
4. Contractor is required to obtain all necessary permits from the Village of Oak Brook, and schedule required inspections through Community Development.
5. The contractor shall supply the Village phone numbers where he/she can be reached after normal working hours.
6. The contractor shall post a Village of Oak Brook supplied sign-in a prominent and readily visible location- that provides 24-hour contact information.
7. The contractor must submit with the proposal five (5) references, names and phone numbers of similar projects completed within the last two (2) years.
8. The contractor must submit all manufacturers' literature on all materials that will be used on this project, including M.S.D.S. (Material Safety Data Sheets) prior to any work beginning.
9. A storage location for supplies, ladders and scaffolding shall be mutually agreed upon between the Village and the contractor before any material is stored on site. Deliver material with manufacturers labels intact and legible, store material on raised platforms and cover material with protective covering.
10. Before work is started, deliver to the job site sufficient material to complete the project.
11. If a dumpster is required, the location of the dumpster placement shall be mutually agreed upon between the Village and the contractor.
12. All ladders and scaffolding shall be maintained during the course of this project and shall be secured at the end of each workday.
13. Provide barricades to ensure that falling debris will not injure anyone, and to prevent public access to the work area at all times. Yellow "CAUTION" tape will be placed below the immediate work areas of laborers and scaffolds to warn the public of men working overhead.

14. At all times the work and storage areas shall be kept in a clean, orderly, and picked-up manner, to prevent debris from blowing. Clean adjoining streets and immediate vicinity at the end of each workday. Sidewalks, windowsills, roofs, and other work areas will be broom swept to remove all debris. Daily material and debris not placed into dumpster will be removed from the site.
15. Upon completion of the project the work area shall be cleaned. All debris and remaining material and supplies shall be removed from the jobsite, including the dumpster, within 72 hours of completion.
16. Upon completion the Contractor shall supply a two-year warranty covering material and workmanship; contractor shall submit sample warranty with proposal.

Section F Statement of Proposer's Qualifications

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Proposer may submit any additional information he or she desires.

1. Name of Proposer: DAHME MECHANICAL INC.
2. Permanent main office address: 610 S. ARTHUR AVE, ARLINGTON HEIGHTS, IL
3. When organized: 1994
4. If a corporation, where incorporated: ILLINOIS
5. How many years have you been engaged in the contracting business under your present firm or trade name: 30
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion) UNION PACIFIC RR - \$46,925⁰⁰ - compl 10/2024
ST. CONSTANTINE + HELENA CHURCH/SCHOOL - \$368,400⁰⁰ - to be comp 8/2024
7. General character of work performed by your company: HVAC REPAIR, MAINTENANCE AND INSTALLATION
8. Have you ever defaulted on a contract: NO
9. List, on an attached sheet, the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. Include a contact person and phone # for each.
10. List your major equipment **available for this contract.** All must be ordered
5- Infrared heaters
11. Experience in work similar in importance to this project:
WESTMONT ENGINEERING - HANGING HTR INSTALL DEC 2023
12. Background and experience of the principal members of your organization, including the officers. Eric Snodis - 25 years HVAC experience.
Kris Komara - 33 years mechanical contractor
13. Credit available: Upon Request
14. Bank reference: Upon Request

15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Village of Oak Brook: yes
16. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Village of Oak Brook in verification of the recitals comprising this Statement of Proposer's Qualifications.

DATED at Arlington Heights, Illinois this 14 day of August, 2024.

By: _____

President

Title

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

Kris Komara being duly sworn deposes and says that he is the President of Debra Mechanical Inc. and that the answers to the foregoing questions and all statements therein contained are true and correct.

SUBSCRIBED and sworn to before me this 14th day of August, 2024.



Lorraine Kull
Notary Public

Section G References

Proposer shall supply the following information listing customers for which the Proposer has supplied a similar type of commodities, service, or construction.

1. Company Name: Westmont Engineering
Address: 2000 Beach Ave, Broadview, IL
Phone #: 630-215-7540
Contact: Hangar heaters replacement \$27,300.00
2. Company Name: Evanston School District 65
Address: 914 Ashland Ave, Evanston, IL
Phone #: 847-344-4059
Contact: Boiler Replacement Project - \$78,000.00
3. Company Name: Elwood School District 203
Address: 409 N. Chicago Ave, Elwood, IL
Phone #: 815-348-2923
Contact: Replace RTU \$16,625.00
4. Company Name: City of Elmhurst Water treatment Plant
Address: 711 Frontage Rd, Villa Park, IL
Phone #: 630-330-0896
Contact: Unit heater replacement Project - \$75,000.00
5. Company Name: Village of Oak Brook
Address: 800 Oak Brook Rd, Oak Brook, IL
Phone #: 630-368-5282
Contact: Bath and Tennis RTU replacement Project \$17,370.00

Section H Proposal Certification

(To Be Filled, Signed, and Submitted as a part of Proposal Package)

The undersigned, being first duly sworn an oath, deposes and states that he has the authority to make this certification on behalf of the Proposer for the construction, product, commodity, or service briefly described as follows:

“Public Works Garage Radiant Heaters Purchase and Installation Project”

- (A) The undersigned certifies that, pursuant to Chapter 720, Section 5/33E of the Illinois Compiled Statutes, 1993, the Proposer is not barred from submitting a proposal on this contract as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating.
- (B) The undersigned states under oath that, pursuant to Chapter 65, Section 5/11-42.1-1 of the Illinois Compiled Statutes, 1993, the Proposer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.
- (C) The undersigned certifies that, pursuant to Chapter 775, Section 5/2-105. of the Illinois Compiled Statutes, 1993, the Proposer has a written sexual harassment policy in place including the following information:
 - 1. An acknowledgment of the illegality of sexual harassment.
 - 2. The definition of sexual harassment under State law.
 - 3. A description of sexual harassment, utilizing examples.
 - 4. The contractor's internal complaint process including penalties.
 - 5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
 - 6. Directions on how to contact the Department or the Commission.

This business firm is: (check one)

X Corporation Partnership Individual

Firm Name: DAHME MECHANICAL, INC

Address: 610 S. ARTHUR AVE.

City, State, ZIP: ARLINGTON HEIGHTS, IL 60005

Signature: *AK*

Name Printed: Kris Kanara

Title: President

Telephone: 847-253-0341 Date: 8/14/2024

ATTEST:

Mildred Sugrue

-SEAL-

SUBSCRIBED AND SWORN TO

before me this 14th day
of August, 2024

Lorraine Kull
Notary Public



Section I Contract

(To Be Filled, Signed, and Submitted as a part of Proposal Package)

Public Works Garage Radiant Heaters Purchase and Installation Project

1. THIS CONTRACT, made and concluded this 12th day of AUGUST, 2024, between the Village of Oak Brook, a municipal corporation, acting by and through its President and Board of Trustees, known as VILLAGE, and DAHME MECHANICAL his executors, administrators, successors or assigns, known as CONTRACTOR.
2. WITNESSETH: That for and in consideration of the payments and Contracts mentioned in the Proposal hereto attached, to be made and performed by the VILLAGE, and according to the terms expressed in the Bond (if applicable) referring to these presents, the CONTRACTOR agrees, at their own proper cost and expense, to do all work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this Contract.
3. PERIOD OF CONTRACT: This Contract will be in full force for the current calendar year, beginning on the date of the Contract. This Contract is subject to the right of the VILLAGE to cancel and terminate the same at any time, with or without cause, by giving not less than ten (10) day notice to the CONTRACTOR. In the event of such cancellation, the CONTRACTOR shall be entitled to receive payment for services and work performed and materials and equipment furnished under the terms of the Contract prior to the effective date of such cancellation, but shall not be entitled to receive any damages on account of such cancellation or any further payment whatsoever.
4. And it is also understood and agreed that the entire Proposal Package hereto attached, approved by the VILLAGE this 14 day of Aug, 2024, are all essential documents of this contract and are a part hereof.
5. IN WITNESS WHEREOF, the said parties have executed these presents on the above mentioned date.

ATTEST:

VILLAGE OF OAK BROOK

Village Clerk

By _____
Village Manager

ATTEST:

CORPORATE NAME:

Travis Kuen

Dahae Mechanical Industries, Inc.

Milda Tugiban
Secretary

By [Signature]
Contractor

Partners doing Business under
the firm name of

(If a Co-Partnership)

Party of the Second Part

(If an Individual)

Party of the Second Part

SEXUAL HARASSMENT CERTIFICATE

(To Be Filled, Signed, and Submitted as a part of Proposal Package)

DAHME MECHANICAL, INC hereinafter referred to as "Contractor" having submitted a proposal/proposal for HVAC REMOVE/REPLACE to the Village of Oak Brook, DuPage/Cook Counties, Illinois, hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4) including the following information:

1. An acknowledgment of the illegality of sexual harassment.
2. The definition of sexual harassment under State law.
3. A description of sexual harassment, utilizing examples.
4. The contractor's internal complaint process including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
6. Directions on how to contact the Department or the Commission.
7. An acknowledgment of protection of a complaint against retaliation as provided in Section 6-101 of the Human Rights Act.

Each contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

By: 

Authorized Agent of Contractor

Subscribed and sworn to
before me this 14th day
of August, 2024.


Notary Public



CONTRACTOR'S CERTIFICATIONS

(To Be Filled, Signed, and Submitted as a part of Proposal Package)

(CONTRACT EXECUTION)

ERIC SIMADIS, having executed a contract for DAHME MECHANICAL with the VILLAGE, hereby certifies that said contractor is not barred from executing said contract as a result of a violation of either Section 5/33E-3 or 5/33E-4 of Chapter 720 of the Illinois Compiled Statutes.

(DRUG-FREE WORKPLACE)

Contractor deposes, states and certifies it will provide a drug free workplace by complying with Section 3 of the Illinois Drug Free Workplace Act, being 30 ILCS 580/3.

Attest/Witness:

By: Quetta Franken

Title: Admin Assistant

Contractor

By: Eric Simadis
Name of Contractor's Executing Officer

Title: Service Manager
Title of Contractor's Executing Officer

Subscribed and Sworn to
before me this 14th day
of August, 2024.

Lorraine Kull
Notary Public



My Commission Expires: 8-6-2025

-SEAL-

PREVAILING WAGE AFFIDAVIT

(To Be Filled, Signed, and Submitted as a part of Proposal Package)

I, Kris Kanan (name of signatory), on oath hereby state and certify that Dahm Mechanical Industries (name of Contractor), pursuant to a Contract dated 8/14, 2024, with the Village of Oak Brook for the Infant heater replacement Project, has complied and will comply with all laws, including those relating to the employment of labor, the payment of the current general prevailing rate of hourly wages for each craft or type of worker or mechanic needed to execute the Contract or perform such work, and also the current general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor for DuPage County, Illinois, and those prevailing rates are paid and shall be paid for each craft or type of worker or mechanic needed to execute the aforesaid Contract or to perform such work. Dahm Mechanical Industries (name of Contractor) has also complied and will comply with all record keeping requirements established in the Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*

CONTRACTOR:

By: [Signature]

Title: President

SUBSCRIBED AND SWORN TO BEFORE
ME THIS 14th DAY OF August, 2024

[Signature]
NOTARY PUBLIC

LORRAINE KULL
Official Seal
Notary Public - State of Illinois
My Commission Expires Aug 6, 2025

CERTIFICATION OF PAYROLL RECORDS

(To Be Filled, Signed, and Submitted as a part of Proposal Package)

I, ERIC SIMADIS (name of person executing this certificate), do hereby certify that I am the duly qualified and acting SERVICE MANAGER (title) for DAHME MECHANICAL, (name of contractor) and, as such, am authorized to certify payroll records as true and accurate for such company in accordance with the requirements of Section 5 of the Prevailing Wage Act (820 ILCS 130/5) (the "Act").

I do hereby further certify that the following document is a true and accurate copy of the records of all laborers, mechanics, and other workers employed by DAHME MECHANICAL (name of contractor) on the RADIANT HEATER REPLACEMENT Project (the "Project") for the Village of Oak Brook (the "Village"), including each such worker's name, address, telephone number, social security number, classification or classifications; and the hourly wages paid in each pay period, hours worked each day, and the starting and ending times of work each day for each such worker on such Project.

I do hereby further certify that the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Act, and that DAHME MECHANICAL (name of contractor), and I on behalf of such contractor, are fully aware that filing a certified payroll that we know to be false is a Class B misdemeanor. I further certify that upon two (2) business days' notice, if requested, we and any subcontractor hired by us shall make available for inspection the records required in the Act to the District, its officers, and agents, and to the Director of Labor, his deputies, and agents, at reasonable hours at a location within the State of Illinois.

Date: 8/12, 2024

DAHME MECHANICAL, INC
(Name of Contractor)

[Signature]
(Signature)

ERIC C. SIMADIS
(Printed Name)

SERVICE MANAGER
(Title)

Subscribed and sworn to before me.

this 12th day of August, 2024.

Notary Public

[Signature]





OAK BROOK
Illinois

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
September 10, 2024

SUBJECT: Award of Contract - Professional Engineering Services Agreement for the Woodside & Forest Glen Watermain Improvements Project

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$212,800 was budgeted in the FY2024 Budget, in 451-76200. The remaining amount of \$174,725.80 will be absorbed by FY2024 Budget savings of \$472,754.00 from the Briarwood Lakes Watermain Engineering Project.

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2231, A Resolution Awarding a Professional Engineering Services Agreement to BLA, Inc., of Itasca, Illinois for the Woodside & Forest Glen Watermain Improvements Project, in the amount of \$380,704.20.

Background/History:

On August 1, 2024, staff issued a request for proposals and fees for Professional Engineering Services from ten pre-qualified consulting firms to perform Preliminary Engineering, Design Engineering, Easement Documentation, and Construction Inspection for the replacement of watermain in and adjacent to the Woodside Estates and Forest Glen subdivisions.

Approximately 17,500 feet of watermain is included in this project. A new watermain will be constructed to eliminate dead ends in cul-de-sacs and improve the looped system. All services will be replaced up to the b-box, and new b-boxes will be provided. A section of the existing 12" main along the south side of Woodside Estates will be lined with a cured-in-place lining product. All work will be completed within existing village easements and rights-of-way.

BLA, Inc. will obtain pavement cores and soil borings to design the scope of any pavement removal and replacement that may be required. BLA, Inc. completed engineering services for the Village earlier this year and staff was extremely satisfied.

Seven proposals were received on or prior to the August 8, 2024, deadline:

BLA	Civiltech	Thomas	ERA	CBBEL	GHA	Trotter
\$380,704.20	\$405,825.51	\$409,803.06	\$415,990.00	\$477,010.00	\$526,108.00	\$565,616.00

Originally, \$212,800 was budgeted in the FY2024 Budget for the Phase I Design Engineering, with another \$266,000 to be budgeted in 2025 for the Phase II Plans and Specifications Engineering. With the ability to absorb the \$174,725.80 through the FY2024 savings of \$472,754.00 from the Briarwood Lakes Watermain Engineering Project, staff was able to combine the two engineering phases and save approximately \$100,000.00 through project efficiencies as well as expedite the completion of the work.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2231, A Resolution Awarding a Professional Engineering Services Agreement to BLA, Inc., of Itasca, Illinois for the Woodside & Forest Glen Watermain Improvements Project, in the amount of \$380,704.20.

Attachments:

1. WoodsideForestGlenWM2024-PW-ENG-CNTRCT-WTRMAIN-R-2231Res
2. EngSrvsWoodsideForestGlenWMAgreement

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2024-PW-ENG-CNTRCT-WTRMAIN-R-2231

A RESOLUTION
AWARDING A PROFESSIONAL ENGINEERING SERVICES
AGREEMENT TO BLA, INC., OF ITASCA, ILLINOIS, FOR THE
WOODSIDE & FOREST GLEN WATERMAIN IMPROVEMENTS
PROJECT

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 10th day of September 2024

RESOLUTION NO. 2024-PW-ENG-CNTRCT-WTRMAIN-R-2231

A RESOLUTION
AWARDING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT TO BLA, INC. OF
ITASCA, ILLINOIS, FOR THE WOODSIDE & FOREST GLEN WATERMAIN IMPROVEMENTS
PROJECT

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

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

WHEREAS, On August 1, 2024, staff requested proposals for Professional Engineering Services for the proposed scope of services and fee proposal from ten qualified consulting firms to perform Preliminary Engineering, Design Engineering, Easement Documentation, and Construction Inspection (the "Services") for the replacement of watermain in and adjacent to the Woodside Estates and Forest Glen subdivisions (the "Project");

WHEREAS, after review of the seven proposals that were received on or prior to the August 8, 2024 deadline, Staff has determined that BLA, Inc., Itasca, Illinois, (the "Company") had submitted the proposal providing the best overall value to the Village to provide the Services for the Project, as further detailed in the Professional Engineering Services Agreement for the for the Woodside & Forest Glen Watermain Improvements (the "Agreement") attached hereto and incorporated herein as Exhibit A;

WHEREAS, Staff now recommends the Corporate Authorities to award the Agreement for the Services to Company, for the reasons provided for herein; and

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

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

Section One – Recitals

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

Section Two – Award of Contract

The Corporate Authorities hereby Awards the Agreement, substantially in the form attached hereto and made a part hereof as Exhibit A, to BLA, Inc., in the amount of \$380,704.20.

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 10th day of September 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 10th day of September 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Agreement]



REVIEW OF CONTRACTS

Awarding Agency:

VOB

Department:

PW

Awarded Contract Price:

\$380,704.20

CONTRACT AMOUNT

☐ Under \$20,000

☒ \$20,000 - \$500,000

Type of Contract:

Eng. Svcs.

Program/Account Number:

451-76200

Budgeted Amount:

\$212,800.00

☐ \$500,001 - \$1,000,000

☐ Over \$1,000,000

NOTES

Professional Engineering Services Agreement
for Phase I and III of the Woodside
and Forest Glen Water Main Improvements
Project

DEPARTMENT DIRECTOR SIGNATURE

Name:

Timothy O'Malley

Date:

8/29/24

INITIAL REVIEWING ATTORNEY SIGNATURE

Name:

mt [signature]

Date:

9/3/24

APPROVED BY VILLAGE MANAGER

Name:

[signature]

Date:

9/4/24

FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name:

mt [signature]

Date:

9/3/24

☐ 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: _____

DESIGN AND CONSTRUCTION ENGINEERING SERVICES AGREEMENT

VILLAGE OF OAK BROOK

WOODSIDE AND FOREST GLEN WATERMAIN IMPROVEMENTS PROJECT

THIS AGREEMENT made and entered into this ____ day of _____, 2024, by and between **BLA, Inc.** (hereinafter referred to as "ENGINEER") and the Village of Oak Brook, a municipal corporation (hereinafter referred to as "VILLAGE") covers certain professional engineering services in connection with the **Woodside and Forest Glen Watermain Improvements Project**, (hereinafter referred to as "PROJECT").

The VILLAGE wishes to retain ENGINEER for these certain professional engineering services and ENGINEER is willing to perform such services for the compensation and in accordance with the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits, covenants and agreements contained within this Agreement, the parties agree as follows:

1. SCOPE OF SERVICES

ENGINEER agrees to perform engineering consulting services as defined in the Scope of Services attached as Appendix I and made a part of this Agreement.

2. COMPENSATION AND PAYMENT

ENGINEER shall be paid by VILLAGE for all services stipulated within this Agreement according to the Compensation Schedule attached as Appendix II and made a part of this Agreement.

Payment to ENGINEER shall be made by VILLAGE upon receipt of ENGINEER'S monthly invoice. The invoice shall consist of a summary of direct labor hours by ENGINEER'S standard job classification times the respective factors as depicted in Appendix II plus listing of reimbursable costs incurred with copies of appropriate invoices. The invoice will state the phase of work for which it applies, if a multi-phase scope is used (e.g., design, construction, etc.). If VILLAGE identifies an item in the invoice that appears to be in error, VILLAGE may withhold the amount in question, pay the balance of the invoiced amount, and provide ENGINEER with a statement concerning the questioned item. Alternatively, VILLAGE may pay the invoiced amount in full, provide ENGINEER with a statement of the questioned item, and an adjustment, if appropriate, will be made in the next subsequent invoice submitted by ENGINEER.

Engineer will mark "Invoice number _____ and final" on the invoice which closes out this contract or a phase of the contract.

If VILLAGE fails to make any payment due ENGINEER for services and expenses, including amounts wrongly withheld, within thirty (30) days after submittal of ENGINEER'S billing thereof, the amounts due ENGINEER shall include a charge at the rate of one percent (1.0) per month from such thirtieth (30th) day; and, in addition, the ENGINEER may, after giving seven (7) days written notice to VILLAGE, suspend services under this Agreement until it has been paid in full the amounts due it for services and expenses. During the period of any such suspension, the parties shall have the same rights and obligations as are provided by Subsection 5(e) of this Agreement.

3. TIME SCHEDULE

The services required by this Agreement shall be completed in accordance with the Time Schedule attached as Appendix III and made a part of this Agreement. It is recognized by the parties that the Time Schedule may be contingent upon factors beyond the control of either party. Both parties will take all reasonable steps to adhere to the Time Schedule.

4. TERM OF AGREEMENT

Unless extended by amendment, this Agreement shall terminate at the time of receipt of final payment by the ENGINEER, provided that all warranties and representations shall survive said final payment.

5. GENERAL TERMS AND CONDITIONS

a. Modification

The nature and the scope of services specified in this Agreement may only be modified by written amendment to this Agreement approved by both parties.

b. Relationship between ENGINEER and VILLAGE

ENGINEER shall serve as VILLAGE'S professional engineering consultant in those phases of the PROJECT to which this Agreement applies. The relationship is that of a buyer and seller of professional services, and it is understood that the parties have not entered into any joint venture or partnership with the other.

c. Responsibility of the ENGINEER

That all plans and other documents furnished by the ENGINEER pursuant to this Agreement will be endorsed by him and will show his professional seal where such is required by law.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between VILLAGE and any other party concerning the PROJECT, ENGINEER shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of VILLAGE, the construction contractor,

other contractors or subcontractors performing any of the work or providing any of the services on the PROJECT, nor shall ENGINEER be responsible for the acts or omissions of VILLAGE provided that the ENGINEER has properly executed his duties. ENGINEER shall not be responsible for the failure of VILLAGE, any architect, engineer, consultant, contractor, or subcontractor to carry out their respective responsibilities in accordance with the PROJECT documents, or any other agreement concerning the PROJECT. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this Subsection 5(c) is expressly amended for the purposes described in such amendment and is signed by ENGINEER.

d. Corrections

In the event plans, surveys or construction staking is found to be in error and revisions of the plans or survey or construction staking are necessary, the ENGINEER agrees that he will perform such work without expense to the VILLAGE, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.

e. Suspension of Services

VILLAGE may, at any time, by written order to ENGINEER (Suspension of Services Order), require ENGINEER to stop all, or any part of, the services required by this Agreement. Upon receipt of such an order, ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order.

ENGINEER will not be obligated to provide the same personnel employed prior to suspension when the services are resumed, in the event the period of any suspension exceeds thirty (30) days.

f. Termination

- 1) The VILLAGE shall have the right to terminate this Agreement with or without cause upon serving thirty (30) days written notice upon the other party.
- 2) Upon such termination, the liabilities of the parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. All warranties and the provisions of Section 5, Paragraph I shall be in full force and effect after termination.

Upon such termination, ENGINEER shall cause to be delivered to the VILLAGE all drawings, specifications, partial and completed estimates, and any and all other data concerning the PROJECT which ENGINEER is then accomplishing for the VILLAGE. ENGINEER shall be paid for any

services completed and any services partially completed in accordance with Sections 2 and 3.

g. Warranties

In addition to the covenants herein made, the ENGINEER represents and certifies that its engineering services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized engineering firms in the industry 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.

h. Representations

In addition to the covenants herein made, the ENGINEER represents and agrees:

- 1) That all plans and special provisions to be furnished by the ENGINEER pursuant to this Agreement will be in accordance with the current standard specifications and policies of the VILLAGE, it being understood that all such plans and drafts shall, before being finally accepted, be subject to approval by the VILLAGE.
- 2) That he has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the VILLAGE shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 3) The ENGINEER represents and certifies that the ENGINEER 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 ENGINEER 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.* ENGINEER represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the VILLAGE prior to the execution of this Agreement, and that this Agreement is made without

collusion with any other person, firm, or corporation. If at any time it shall be found that the ENGINEER has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the ENGINEER 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.

- 4) That he is qualified technically and is conversant with the policies applicable to the PROJECT; and that he has and will furnish sufficient, properly trained and experienced personnel to perform the services enumerated herein.
- 5) That he will not employ, for the duration of this Agreement, any person presently employed by the VILLAGE without the written consent of the VILLAGE.
- 6) ENGINEER represents and certifies that, to the best of its knowledge: (1) no elected or appointed VILLAGE official, employee or agent has a personal financial interest in the business of ENGINEER or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither ENGINEER nor any person employed or associated with ENGINEER has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither ENGINEER nor any person employed by or associated with ENGINEER 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.

i. Documents Property of VILLAGE

Drawings, specifications, reports, and any other documents prepared by ENGINEER in connection with any or all of the services furnished hereunder shall be the property of VILLAGE and the VILLAGE shall obtain any and all intellectual property rights in the drawings, specifications, reports, and documents prepared by ENGINEER in connection with any and all of the services furnished hereunder. ENGINEER shall have the right to retain copies of all documents and drawings for its files. All construction drawings shall be prepared electronically using MICROSTATION software. Paper copies will be provided to the VILLAGE in full-size (24" x 36") or quarter-size (11" x 17") as requested. Electronic design files will also be transferred to the VILLAGE.

If construction services are a part of the ENGINEER'S work, he will create electronic "As-Built" conditions and will deliver them to the VILLAGE within thirty (30) days after completion of construction and before final payment to the ENGINEER. ENGINEER will title these files "Record Drawings".

If construction services are not part of the ENGINEER'S work, he will deliver electronic MICROSTATION files to the VILLAGE upon request and before final payment to the ENGINEER.

j. Access to Records

The ENGINEER shall maintain all books, documents, papers, accounting records and other evidence pertaining to his costs incurred by reason of this Agreement and agrees to make such material available, at his office at the address indicated in Section 5, Paragraph u of this Agreement, at all reasonable times during the life of this Agreement and for a period of three (3) years from the date of final payment of the obligations of this Agreement by the VILLAGE or such longer time as requested by the VILLAGE, for inspection by personnel of the VILLAGE, or any authorized representative of the VILLAGE, and copies thereof shall be furnished if requested. The cost of any copies shall be paid by the VILLAGE.

k. Reuse of Documents

All documents, including drawings and specifications furnished by ENGINEER pursuant to this Agreement, are intended for use on the PROJECT only. They should not be used or modified by VILLAGE or others on extensions of the PROJECT or any other project without specific written verification or adaptation by ENGINEER. Any reuse or modification without written verification or adaptation by ENGINEER shall be at VILLAGE'S sole risk.

l. Indemnification

ENGINEER agrees to indemnify, hold harmless, and defend (or pay the VILLAGE for the costs of defense if the Village so desires in its sole discretion) the VILLAGE and any of its officers, employees, or agents from and against all liability, claims, demands, and causes of action arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from any negligence, errors or omissions by the ENGINEER in the performance of this Agreement.

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

m. Entire Agreement

This Agreement sets forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

n. Governing Law

This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

o. Successors and Assigns

The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party shall assign this Agreement in whole or in part without the proper written approval of the other.

p. Waiver of Contract Breach

The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate, or be deemed to waive any future breaches of this Agreement, and shall not be construed to be a waiver of any provision, except for the particular instance.

q. Severability of Invalid Provisions

If any provisions of this Agreement shall be held to contravene or be invalid under the laws of any particular State, County or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid in the particular State, County or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

r. Force Majeure

Neither VILLAGE nor ENGINEER shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, or natural calamities.

s. Access and Permits

VILLAGE shall arrange for ENGINEER to enter upon public and private property and shall obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the PROJECT.

t. Designation of Authorized Representatives

Each party shall designate one or more people to act with authority in its behalf in respect to appropriate aspects of the PROJECT. The persons designated shall review and respond promptly to all communications received from the other party.

u. Address for Notices

Whenever it is provided in this Agreement that notice shall be given or other communication sent to ENGINEER, such notices or communications shall be delivered or sent to:

BLA, Inc.
333 Pierce Road
Suite 200
Itasca, Illinois 60143
Attn: Daniel B. Bruckelmeyer, P.E.
President and Chief Executive Officer

Whenever it is provided in this Agreement that notice shall be given or other communication sent to the VILLAGE, such notices or communications shall be delivered or sent to:

VILLAGE OF OAK BROOK
1200 Oak Brook Road
Oak Brook, Illinois 60523
Attn: Timothy O'Malley
Interim Director of Public Works

Notices personally delivered or sent via U.S. Mail, postage prepaid, shall be deemed, for all purposes, proper notice.

v. Insurance

ENGINEER agrees to obtain and maintain, for the term of this Agreement, and for a period of twelve (12) months after the services contracted for hereunder have been completed, insurance hereinafter provided, furnishing a certificate or certificates of insurance to the VILLAGE prior to commencing work under this Agreement. The certificate or certificates of insurance shall be in a form satisfactory to the VILLAGE from companies authorized to do business in Illinois and shall provide that the policies referred to shall not be canceled or changed without first giving thirty (30) days written notice thereof to the VILLAGE. Said insurance requirements are attached as Appendix IV and made a part of this Agreement ("REQUIRED INSURANCE POLICIES").

The VILLAGE shall be named as an additional insured and a cancellation notice recipient on all Required Insurance Policies.

w. Additional Services

ENGINEER shall supply such additional services as requested in writing by VILLAGE and agreed to by ENGINEER in connection with the PROJECT. Separate proposals shall be submitted by ENGINEER for furnishing these additional services. Compensation for such additional services shall be negotiated by the parties and included in this Agreement by a written amendment.

ENGINEER shall supply such additional services as requested in writing by VILLAGE and agreed to by ENGINEER in connection with the PROJECT. Separate proposals shall be submitted by ENGINEER for furnishing these additional services. Compensation for such additional services shall be negotiated by the parties and included in this Agreement by a written amendment.

x. Time

Time is of the essence in the performance of all terms and provisions of this Agreement.

y. 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.

z. Conflicts

If any provisions of this Agreement conflict with any provisions of the attached appendices I through IV, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties set their hands and seals on the date first written above.

VILLAGE OF OAK BROOK
A Municipal Corporation

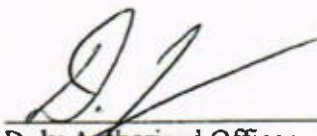
ATTEST:

Village Manager

Village Clerk

BLA, INC.

ATTEST:



Duly Authorized Officer
DAN BRUCKMEYER
PRESIDENT/CEO



MATTHEW CESZKA
VILG PRESIDENT

APPENDIX 1

SCOPE OF SERVICES

Per Proposal for Professional Design and Construction Engineering Services for Woodside and Forest Glen Watermain Improvements Project submitted by BLA, Inc., dated August 22, 2024

APPENDIX II

COMPENSATION SCHEDULE

Per Proposal for Professional Design and Construction Engineering Services for Woodside and Forest Glen Watermain Improvements Project submitted by BLA, Inc., dated August 22, 2024

APPENDIX III

TIME SCHEDULE

Per Proposal for Professional Design and Construction Engineering Services for Woodside and Forest Glen Watermain Improvements Project submitted by BLA, Inc., dated August 22, 2024

PROPOSAL

WOODSIDE AND FOREST GLEN WATERMAIN IMPROVEMENTS *PROFESSIONAL CONSULTING ENGINEERING SERVICES*



VILLAGE OF OAK BROOK

AUGUST 22, 2024

CONSULTING
ENGINEERS



BLA, Inc.



BLA, Inc.

333 Pierce Road, Suite 200 • Itasca, IL 60143
630 438 6400 • FAX 630 438 6444 • www.bla-inc.com

August 22, 2024

Tim O'Malley
Public Works Director
Village of Oak Brook Public Works
3003 Jorie Boulevard
Oak Brook, Illinois 60523



Re: Proposal
Woodside and Forest Glen Watermain Improvements
Professional Consulting Engineering Services

Mr. O'Malley:

BLA appreciates the opportunity to submit our proposal to provide engineering services to the Village of Oak Brook. BLA has the experience and expertise necessary to serve the Village since we have worked on similar projects and have the local staff available. BLA has demonstrated the ability to work with the community, contractors and municipal officials to accomplish projects on schedule and within budget.



Our proposed design staff has a wealth of experience in locally funded watermain projects for municipalities – including the recent *Briarwood Lakes project*. The expertise of our proposed Project Manager and Director of Municipal Services, **Jeremie Lukowicz, P.E., MPA**, will allow for a professionally managed project from start to finish that is built on time and under budget.

Our firm would perform this work out of our Itasca office; our contact information is:

Corporate Office

333 Pierce Road, Suite 200
Itasca, Illinois 60143

Dan Bruckelmeyer, P.E.; President and Chief Executive Officer
dbruckelmeyer@bla-inc.com; 630-438-6400

We appreciate the opportunity to submit our proposal to the Village and look forward to answering any questions you may have to further clarify our submittal.

Sincerely,

BLA, Inc.

Daniel B. Bruckelmeyer, P.E.
President and Chief Executive Officer

TABLE OF CONTENTS

SECTION	DESCRIPTION
1.....	Project Understanding and Approach
2.....	Scope of Services
3.....	Key Personnel
4.....	Project Experience
5.....	Project Schedule
6.....	Cost Estimate of Consultant Services
7.....	Direct Costs and Subconsultant Expenses Table

PROJECT UNDERSTANDING AND APPROACH

We approach all our projects as if it is *our* community and *our* neighbors who will be affected. We believe that as a designated representative of the Village, it is our responsibility to act professionally and as a good steward of taxpayer dollars. While our industry affiliation is that of *civil engineering*, we are first and foremost **customer service providers**. Whether that service is preparing resurfacing plans, inspecting wetlands and/or reconstructing a major collector in front of residents' driveways, it is our philosophy to always consider that by entering into an agreement with the Village of Oak Brook, *we are now part of the Village of Oak Brook*. We understand deadlines are a commitment the Village has made to the Village Board and residents. *We do not miss deadlines because we understand their importance.*



BLA IS HERE TO SERVE THE VILLAGE OF OAK BROOK

Our commitment to attend meetings (*staff and neighborhood*) is how we normally do business. We have met in local schools with clients and residents to hear their concerns and work with them to solve problems. We believe that face-to-face meetings are always better than calls/emails. When possible, we meet with our clients/their residents to discuss concerns firsthand and find solutions.



Our experience has shown that simply showing up on site demonstrates to residents we are here for them and alleviates many of their concerns. We are always available and will provide you with contact information for our Project Manager, Jeremie Lukowicz, *who is never more than a call away, 24 hours a day*. We urge you to call our clients and ask them about our service. We intend to supply the same service to the Village of Oak Brook.

When a community expends funds, they have committed to spending those funds in the best possible interest of their residents. It is imperative the public believes they are receiving benefits worthy of those expenditures.

BLA regularly value-engineers our projects as part of our design process to identify the most cost-effective strategies and ensure the most cost-effective alternative has been found. We understand the importance of staying under budget and always keep the budget in mind when making decisions. We take schedule and budget seriously – *including our own budget*; we believe if a project is behind schedule, it is also likely over budget. The best way to control the budget is to keep the project on schedule; we aggressively look for ways to keep projects on schedule.

KEY ELEMENTS

Watermain Lining Bends

The Village desires to line the 12-inch watermain on the south side of the Woodside and Forest Glen subdivisions that appears to be on commercial property. This will be a good option as it eliminates the need for extensive digging through this area; however, the provided location map shows several bends in the watermain. When lining a watermain, the more bends, the higher the probability of failure during lining installation. BLA will evaluate locations where potential breaks in the lining process could occur to increase the probability of a successful lining operation. These can typically occur where other watermains connect. We also need to confirm all bends are as shown and no 90-degree bends occur. If a 90-degree bend occurs, that location will require an excavation to allow lining from both sides as lining through a 90-degree bend is not possible.



Non-Open Trench Installations

One of the unique aspects of this project, *similar to Briarwood Lakes*, is the number of potential non-open trench installations. There are several locations where a directional bore or lining may be necessary as water crossings or limited private property access do not allow for traditional open trench installation. This will require careful evaluation as to the location of the bore/lining pit and receiving pit as the residences within these subdivisions are meticulously landscaped with mature trees. A bore/lining pit of at least 30 feet by 10 feet and a receiving pit of at least 10 feet by 10 feet will be necessary for the contractor to perform this work; *this will be a significant focus of the alternative analysis stage which will be discussed in a technical memorandum.*



Additionally, the permitting required will be a bit non-standard in that any time a water body is crossed, it triggers the need for multiple entities to weigh in/comment. The most likely permitting entity will be *DuPage County* as the waterways are clearly man-made with various shoreline stabilization methods used in rear yards. DuPage County will be most concerned with a *frac-out plan*. Essentially, this is a plan for if any hydraulic fluids or fuels leak out of the boring machine while drilling. The County will also prefer a minimum of four feet below the bottom of the crossing. Depending on the depth of the lakes, the ability to push an HDPE pipe is limited by an approximate 15-degree maximum angle for entry and exit. This will ultimately determine the boring and receiving pits locations.

Watermain Loops

As the Village is aware, all Illinois watermains must be looped. This imparts significant challenges to municipalities as cul-de-sacs/dead-end streets that have historically had a dead-end watermain now must have a loop. There are two major areas of concern when trying to loop a watermain in an area that historically was a dead-end main. The first is *cost* (associated with a second/additional length of main). To service these areas, a double main is often required; this results in significant cost increases and augmented maintenance. BLA will work to minimize the length of the looped double mains while still complying with current regulations. The other component of these new looped mains is how to maintain a *10-foot separation* from storm/sanitary sewer for what are now two watermains. BLA will discuss options with the Village on how to achieve this requirement. One option is to install both watermains in *essentially* the same trench. This option is often the least expensive but can result in maintenance concerns for Public Works staff. When there is a main break, it is difficult to determine



which main has the break as well as avoid the other main while doing the repair. The other option is to install the mains in two separate trenches. This helps with long-term maintenance but requires two trenches – *both requiring restoration and the 10-foot separation*. BLA will evaluate all options in each situation and discuss the pros/cons with Oak Brook to determine the best option for the Village.

SCOPE OF SERVICES

The following represents the anticipated work necessary to successfully complete the project; these services are reflected in the fee.

PRELIMINARY AND DESIGN ENGINEERING

Topographic Survey

BLA (with Manhard) will obtain the topographic survey necessary to design the project. Work will include the survey of all roadways within the limits described in the RFP as depicted on the Project Location Map and highlighted in green or blue as well as the areas of private property highlighted in the same colors. *Areas highlighted in yellow and red will be excluded.* These surveys will serve as the base plans for the watermain replacement project. Approximate property lines and right-of-way will be determined from available maps, plats, GIS, etc. The following data points will be collected:

- back of curb
- edge of pavement
- landscaping, trees (location, diameter)
- driveway limits within right-of-way
- buffalo boxes/valve vaults/hydrants
- storm and sanitary manholes (including invert information)
- existing utilities where visible at grade (communications, electric)
- ancillary features (mailboxes, fences, ornamental lighting, etc.)



Geotechnical Engineering Services

BLA (with SEECO) will obtain geotechnical data including nine pavement cores and nine soil samples taken to a depth of 10 feet. Borings will be backfilled with soil cuttings. In accordance with IEPA requirements, soil samples will be field screened for volatile organic vapors using a photo ionization detector (PID). Visual and olfactory examinations will also be conducted to check for petroleum hydrocarbons. If no elevated PID readings are detected, the soil will be considered clean and uncontaminated fill material. The findings will be recorded on the IEPA LPC-662/663 form for inclusion in the project bidding documents. The soil samples will be used to prepare the necessary LPC-663 for the project documentation.

Preliminary Design

BLA will develop alternative routing for the proposed watermain replacement and retirement of existing main along with high-level cost estimates. Options may include:

- replacement of the main within the existing roadway pavement or parkway adjacent to the existing main
- open cut versus trenchless installation methods as appropriate

A memorandum will be prepared/submitted for Village of Oak Brook review and concurrence.



Final Design

Following the preliminary design stage and concurrence on the routing and installation methodology, BLA will prepare final design plans. Work for this task will include design plans, specifications, estimates of construction cost and permitting. We have budgeted for two submittals, *one prefinal and one final for permitting and construction.* The project is anticipated to be let locally through the Village. Plans shall include all necessary information required as listed in the RFP and as necessary to obtain an IEPA permit. Plans will be prepared at 1"=20' scale and shall include plan and profile, removal, alignment ties/benchmarks, station/offset

callouts, rim and top of pipe elevational callouts, service information, pavement removal/restoration, landscaping removal/restoration and all other necessary information (*title sheet/general note/summary of quantities/village details/estimates of time and cost*). Project QA/QC is included within this task. This task also includes bidding documents which shall be largely Village frontend documentation along with project-specific specifications relating to the watermain and restoration items.



Easement Documentation

As portions of the watermain are shown outside Village right-of-way, BLA (with Manhard) is proposing to prepare up to five separate plats of dedication along with associated legal descriptions for the necessary easements required to construct the project. This task will also consist of up to five plats of vacation and associated legal descriptions for easement areas to be vacated. While BLA will strive to install all new watermain in existing easements, existing improvements and the requirement to loop all watermain may dictate a need for new/additional easements. *This cost will only be on a 'per each' basis and will only be charged for the number of easements required. Additional easements, beyond the five provided for, will be possible at the stated price per each if necessary.*

Utility Coordination

BLA will contact the JULIE to obtain current utility facility atlases within and adjacent to the project. These atlases will be cross-checked against the topographic survey and a site visit will be conducted to verify the accuracy of the existing facilities. All utilities will be carefully analyzed for conflicts with the proposed improvements *including final and temporary conditions during construction*. A conflict list and exhibits will be prepared for each utility company highlighting locations of direct conflicts and 'watch and protect' areas. These documents will be submitted to the utility companies during various stages of the design process to initiate communication and coordinate potential relocations. Submittals are expected at the prefinal and final stages of the design. BLA will also review utility relocation design drawings provided by each utility company as part of this task.



Meetings and Site Visits

BLA has budgeted three meetings – two staff meetings between BLA and Oak Brook and one neighborhood meeting with residents to present the design and answer questions. BLA also anticipates two separate site visits to verify the design can be constructed and includes the necessary pay items to successfully complete the work and restore the site to a preexisting condition.

Permitting

BLA anticipates the following permits will be necessary:

- | | | |
|--|--|--|
| ✓ <i>IEPA watermain permit</i> | ✓ <i>DuPage County stormwater permit/frac-out plan</i> | ✓ <i>NOI/SWPPP</i> |
| ✓ <i>Village permit</i> | ✓ <i>Kane-DuPage SWCD permit</i> | ✓ <i>IDNR EcoCAT/Historical Preservation Clearance</i> |
| ✓ <i>U.S. Army Corps of Engineers NWP 58</i> | | |

Bidding Assistance

BLA will provide all bidding documents to the Village to distribute to contractors. The files will be submitted to the Village on a USB drive for distribution. *Distribution of bidding documents is not included in these services and assumed to be performed by the Village*. BLA will respond to questions during the bidding process and, if necessary, issue any addendums to address those questions. We will also attend the bid opening, prepare a project bid tab identifying the apparent low bidder and confirm the tabulated numbers as submitted. These bid tabs will also include project bids as submitted by other contractors. In the event BLA or the Village has not previously worked with the apparent low bidder, BLA will contact references prior to recommending an award. If the Village and/or BLA has previously worked with the apparent low bidder and can confirm the quality of work, we will recommend award.



CONSTRUCTION INSPECTION

Preconstruction Services

BLA will facilitate a preconstruction meeting. In advance of the meeting, we will prepare an agenda; after the meeting, we will create the proper minutes. BLA will review the contractor's proposed schedule for compliance with the project plans and specifications.

Submittal Review

BLA will review all submittals from the contractor for conformance with the project plans and specifications.

Construction Observation

BLA will provide one full-time Resident Engineer for the duration of construction. The Resident Engineer will observe all construction activities to ensure proper compliance with the plans/specifications; measure quantities; maintain project documents including but not limited to daily records, photographs and forms; and prepare/review/submit pay requests in coordination with the Village. The Resident Engineer will also coordinate weekly progress meetings.



Material Testing/Geotechnical Services

The contractor will be required to perform quality control measures for all work performed. As such, BLA (with SEECO) will perform the necessary quality assurance testing. For this project, the following has been included:

- *two density tests for trench backfill*
- *two tests of concrete (construction site slump and air tests as well as creation and breaking of one set of cylinders each time)*
- *two density tests for asphalt*

Additional testing is possible for an additional charge.

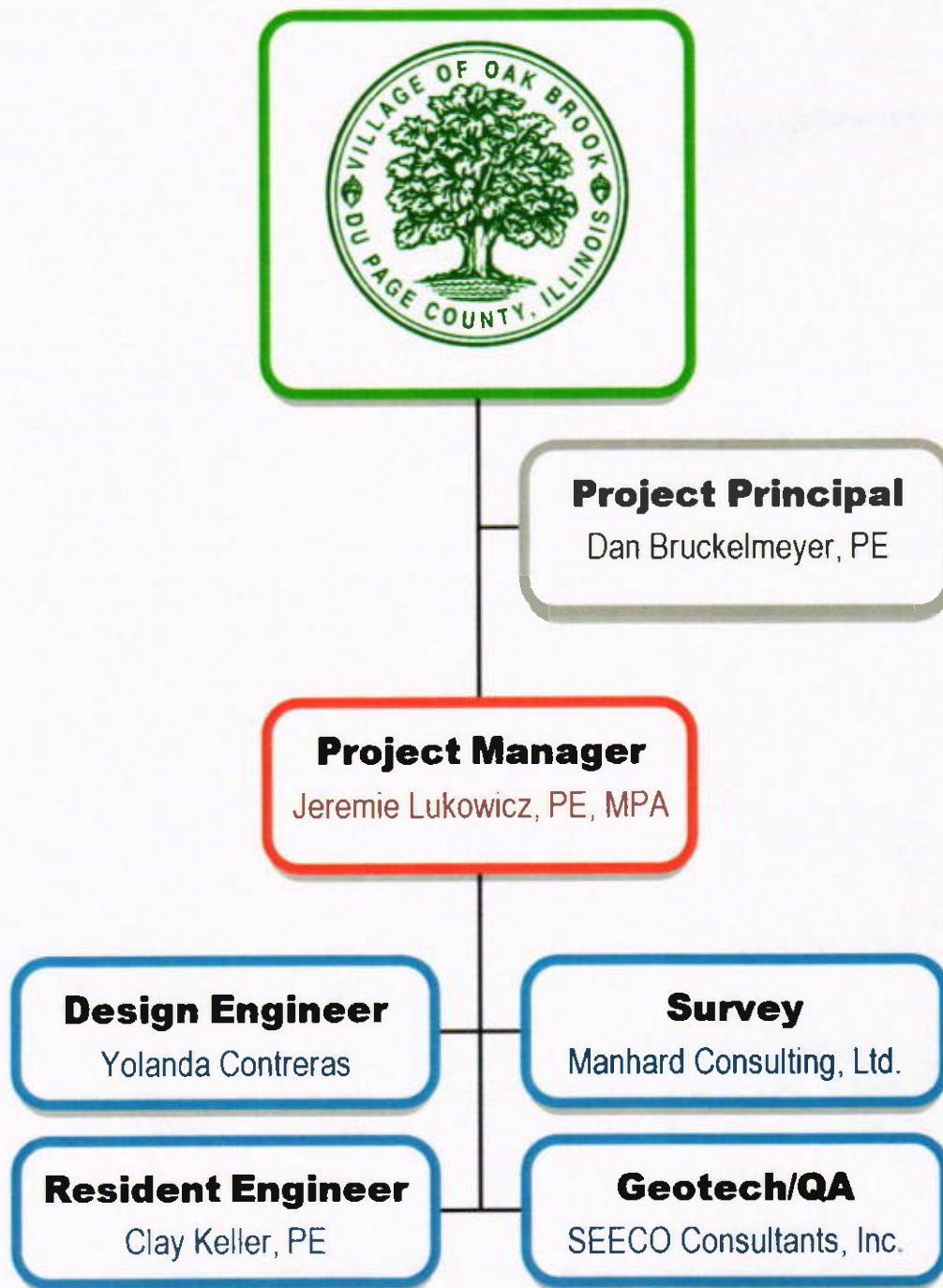
Post-Construction Services

BLA will prepare a set of as-built drawings following the completion of all construction activities. Upon final approval of the project, a final pay request will be submitted to the Village for processing.



KEY PERSONNEL

All staff in the Organization Chart is available to serve the Village of Oak Brook. The personnel shown will be assigned to the project based on the requirements and need for their engineering expertise.



**JEREMIE LUKOWICZ, P.E., MPA**

DIRECTOR OF MUNICIPAL SERVICES

**EDUCATION**

Northern Illinois University
M.S. Public Administration, 2018

University of Illinois Urbana-Champaign
B.S. Civil Engineering, 2008

PROFESSIONAL REGISTRATION

Professional Engineer

Illinois: 062-064664, 2012

CERTIFICATIONS

IDOT Soils Testing

PROFESSIONAL SOCIETIES

American Public Works Association (APWA)
Chicago Metro Chapter Officer,
2021-present

APWA Suburban Branch Executive Officer,
2016-19

APWA Chicago Metro Chapter Expo Chair,
2019-present

APWA Southwest Branch Education Chair,
2014

SPECIALIZED TRAINING

NIMS 100, 200, 300, 400, 700, 800
PASER

EXPERIENCE SUMMARY

Experience since 2008 in survey, design and construction for municipal transportation (roadway, alley, sidewalk), watermain, storm collections systems, public and private drainage projects and sanitary collections systems projects. Experience with locally funded, federally funded and State Revolving Fund loans let locally and through IDOT. Design tasks include obtaining permits, construction plan and specification preparation, cost estimates, utility design, public meetings and field verification. Construction tasks include communication with residents, preparing Village staff and board updates, measuring quantities, preparing pay estimates, recording activities in a field book, construction layout and ensuring the contractor meets the standards and specifications.

Jeremie spent seven years in the public sector working directly for municipalities as a Director of Public Works and a Village Engineer. He was responsible for the preparation of budgets (public works and project-specific); oversight of consultants performing Phase I, II and III; management of internal staff; organizing public meetings; communicating with residents; processing bills; and creating agenda board agenda items. He worked closely with Village boards and managers to ensure projects were completed on time and within budget. He assisted in a successful voter referendum and helped to standardize the plans and specifications so all consultant submittals were similar, minimizing review time and improving contractor bids.

REPRESENTATIVE PROJECTS

Project Manager for Briarwood Lakes Watermain; Village of Oak Brook – Oversaw the \$4 million design and construction of the 2.3-mile watermain project. The work was within a 55-and-over gated community where security was a serious concern. Regular updates to the homeowners association (HOA) were required. The roads and all property were owned by the HOA; this meant all watermain had to be installed within easements. To reduce costs, the new design optimized keeping the watermain within existing easements; however, because IEPA requires all watermain be looped, some additional easements were needed to adhere to this requirement. Portions of the work were under bodies of water as well as IL 83. In both instances, trenchless methods had to be used and, depending on the situation, the Village elected to use watermain lining (existing) and/or directional drilling (new HDPE watermain).

Project Manager for Watermain Plan Design; Village of Hanover Park – The \$1 million project replaced 0.81 miles of watermain on a residential street through parkway and existing utility easements in the DuPage County Forest Preserve; portions were adjacent to County Farm Road (DuPage County right-of-way). Besides County coordination, Northwest Suburban Municipal JAWA had a distribution main within the same easement requiring careful planning to avoid conflicts and damage.

Project Manager for Watermain Contract 2; Village of Palatine – BLA designed and reviewed 0.45 miles of new watermain to replace aging and undersized watermain. Two separate watermain were replaced as part of this \$1 million project. One watermain was in the parkway; to avoid existing utilities and mature trees, the new watermain was relocated to the roadway; the other watermain was in a parking lot on private property. The Village desired to minimize the amount of pavement repairs; all services were replaced using a trenchless method. When in a paved surface, buffalo boxes were relocated to the nearest grass parkway.

Project Manager for East State Street; City of Geneva – Work included the review and redesign of watermain to meet current IEPA regulations, storm sewer and sanitary sewer reviews, extensive utility coordination and general project review. Total project improvements included a new outfall to the Fox River along an entire new stormwater collection system, a new sanitary sewer, new watermain including the removal of lead services and reconstruction of the roadway with pedestrian improvements including a multi-use path. Right-of-way was extremely limited and resulted in extensive utility relocation to meet IDOT requirements. A new electrical vault top was designed to avoid relocating City-owned electrical facilities. The project was approximately 1.1 miles in length and cost nearly \$24 million.

Assistant Village Engineer for Hanover Park; Village of Hanover Park – Work included on-site assistance to the Village for engineering and public works tasks. Several general maintenance contracts were designed (including the selection of locations, creating specifications and quantity calculations), bid, awarded (including agenda item preparation) and constructed (including hosting preconstruction meetings, construction observation, quantity calculations and pay estimates). Projects included pavement rejuvenation, striping, crack sealing, seal coating, arterial fence maintenance and sidewalk/curb program. Several maintenance contracts were switched to joint bids after BLA completed research to document the benefits, including reduced unit prices. Traditional construction observation for street resurfacing was also included where tasks included marking removals, quantity calculations, budget tracking, resident notification/communication and pay request review/processing.


P. CLAY KELLER, P.E.
RESIDENT ENGINEER


EDUCATION

*University of Missouri
M.S. Civil Engineering with Transportation
Focus, 2012*

*Bradley University
B.S. Civil Engineering, 2009*

PROFESSIONAL REGISTRATION

*Professional Engineer
Illinois: 062-071520, 2019*

CERTIFICATIONS

*IDOT Documentation of Contract Quantities
22-20089*

Fundamentals of Engineering 2009

*IDOT STTP-S33 Soils Field Testing and
Inspection*

PROFESSIONAL SOCIETIES

Institute of Transportation Engineers

SPECIALIZED TRAINING

*Interpretation of contract documents and
IDOT/ISTHA specifications*

Laser levels and level loops

SPECIALIZED SOFTWARE

ArcGIS Pro HCS

AutoCAD Civil 3D

SPSS and Stata (Statistical Analysis Software)

VISSIM

INDUSTRY ACTIVITIES

*American Society of Civil Engineers
Publication – Evaluation of Dynamic Message
Signs on Rural Freeways: Case
Study of a Full Freeway Closure, 2013*

EXPERIENCE SUMMARY

Experience since 2012 with responsibilities of interpreting and implementing design plans and specifications, ensuring ADA compliance, contract documentation, daily activity diaries, safety inspections and facilitating time and material work. Project experience includes storm sewer, watermain, PCC sidewalk with curb/gutter, detector loops, asphalt resurfacing and patching and frame adjustments. Project locations include the Village of Bensenville next to O'Hare International Airport and the I-90 Tollway near Rockford.

Experience since 2008 as a research assistant including responsibilities of varieties of data collection, conducting detailed analysis of data and preparing reports to present research findings. Research projects were in cooperation with Peoria County and the Missouri Department of Transportation (MoDOT).

REPRESENTATIVE PROJECTS

Resident Engineer for Phase One, Two and Three Central Business District; Village of Glen Ellyn – BLA managed this \$22 million project in the heart of Glen Ellyn's historic downtown. The project included full reconstruction and streetscape of Main Street, Duane Street, part of Hillside Avenue, Pennsylvania Avenue, Crescent Boulevard, Forest Avenue and Glenwood Avenue. Just north of the Metra/UP railroad tracks, the project limits contained 100+ businesses, three large condominiums, numerous restaurants and a new six-story apartment complex. Utility improvements included new sanitary main, watermain, corresponding services (including lead replacement to the meter) and storm sewer along with AT&T, ComEd and Nicor utility relocation work. The streetscape beautification included granite curbs, seat walls, decorative street furniture, trash receptacles, irrigation and trees/perennials. This project involved very intense coordination with businesses, residents and stakeholders. Acted as liaison between the Village, Public Works, general contractor, subcontractors as well as utility companies and their contractors.

Resident Engineer for Central Avenue; Village of Wilmette – BLA provided Phase III resident engineering services for Wilmette's Central Avenue and Wilmette Avenue reconstruction, a \$9.5 million, STP funded project that included watermain replacement, combined sewer improvements and complete roadway reconstruction along with significant streetscaping elements. The total length of improvements was 1.31 miles. The project was in the heart of downtown Wilmette and required coordination with more than 50 businesses and 120 residences within the limits of the project.

Construction Engineer for Plum Grove Road (Golf Road to Wiley Road); Village of Schaumburg – BLA provided construction management, public relations and utility coordination services for the \$7.6 million IDOT project. Work included the complete reconstruction of Plum Grove Road with full-depth HMA pavement and the Village's first roundabouts at the Remington and State Parkway intersections. The project also included a new storm sewer system, revisions to the existing watermain system, new roadway lighting and extensive landscaping. Preconstruction work included extensive utility relocation and coordination. Other work items included curb removal and replacement, concrete sidewalks, an HMA pedestrian path and new signage.

Construction Engineer for Belle Plaine and Magnolia Avenues; Village of Gurnee – BLA provided Phase III resident engineering for the \$2 million roadway rehabilitation program. Work consisted of rehabilitating three village streets; reconstruction; storm sewer; watermain; HMA pavement; sidewalk; curb; landscaping; and pavement marking. The project included two heavily traveled parallel roads connecting Grand Avenue to the local elementary school. The work utilized sequenced closures/detours to limit disruption to the public which required daily coordination with Gurnee School District 56, emergency responders and residents. In order to keep the residents apprised, BLA held a public information meeting, distributed notification letters door-to-door, wrote weekly updates with photos for the Village mailer and website and communicated daily with residents. Activities included working alongside the Village Engineering Department to ensure the project was completed as the Village had envisioned and met the residents' needs; work was completed under budget and ahead of schedule.

Construction Engineer for Townline Road Watermain; Village of Mundelein – Responsible for overseeing the installation of 4,200 feet of 12-inch diameter PVC watermain in the north parkway to replace the 10-inch watermain in the roadway, along with connections to side streets and services. Of the new watermain, 1,000+ feet were directionally bored under wetlands and commercial entrances. 125 feet of new 8-inch watermain in 20-inch steel casing pipe was bored and jacked across Townline Road at McCormick Avenue. Permits were obtained from IDOT, Lake County Stormwater Management Commission and IEPA. Protecting the wetlands from frac-out during directional boring was critical. Also keeping the main commercial resident, Medline Industries, in service for both access and water was a major concern.

PROJECT EXPERIENCE

BRIARWOOD LAKES WATERMAIN

\$4 MILLION

Village of Oak Brook John Temes, Assistant Director of Public Works [630-992-1389, jtemes@oak-brook.org]

BLA provided Phase II and is currently providing Phase III to replace watermain for Oak Brook in the gated, 55-and-over community of Briarwood Lakes. The project includes nearly 2.3 miles of watermain improvements – 7,555 feet of eight-inch and 3,515 feet of 12-inch installed via open trench; 845 feet of eight-inch directionally drilled watermain; and 735 feet of 12-inch watermain lining. The watermain was directionally drilled to provide for water crossings and avoid working in rear yards while the watermain lining was used to cross under IDOT right-of-way. While the Village is a full waiver community, a DuPage County Stormwater Certification was required because of the water crossings. To obtain the certification, a frac-out plan was created to ensure the safety of the riparian environment. A total of 199 water services were replaced as part of the project. Uniquely, because this project is in a gated community, no right-of-way exists and all land is owned by the homeowner's association. To meet the IEPA requirement of looping all watermains, either a double main was installed in the cul-de-sac or the watermain was connected out the back of the cul-de-sac to an adjacent street.



CROSTOWN WATERMAIN SEGMENTS II, III, IV

\$5 MILLION

Village of Lincolnshire Wally Ditttrich, Village Engineer [847-913-2387, wditttrich@lincolnshire.il.gov]



BLA provided Phase II engineering services for the installation of a new 12-inch transmission watermain throughout Lincolnshire as a means of improving water pressure east of the Des Plaines River. The project was phased into multiple segments which were designed and constructed over a three-year period between 2020 and 2022. The total length of the main installed was approximately 11,500 lineal feet. Segment II [2020] consisted of residential installations along Buckingham Place, King Cross Drive, Regent Lane and Canterbury Road. Segment III [2021] was constructed along Riverwoods Road from Duffy Lane to the north of IL 22. Riverwoods Road is under the jurisdiction of the Lake County DOT which required significant maintenance of traffic considerations because of the larger work

zone for utility and path construction as well as temporary signals for the work done near IL 22 and Yorkshire Drive.

2022 WATERMAIN IMPROVEMENTS

\$1.5 MILLION

Village of Palatine Matt Barry, Director of Public Works [847-202-6960, mbarry@palatine.il.us]

BLA provided Phase III engineering services for four locations across the Village which encompassed residential and commercial properties. The first project area was adjacent to the right-of-way of Rand Road/US 12 under IDOT jurisdiction. A new eight-inch ductile iron watermain was placed along the same route as the abandoned six-inch main. The second portion of the project was located behind the existing Jewel-Osco. It was determined the Jewel had multiple service connections that were occurring under hydraulic loading dock areas which had to be worked around. The third and fourth locations were along Mallard Street and Wood Street and consisted of an eight-inch replacement main in both locations with associated new residential services and transferring. The total lineal footage was approximately 4,000 lineal feet.



PROJECT SCHEDULE

SEPTEMBER-OCTOBER 2024

- notice to proceed [September]
- data collection [topographic survey, geotechnical report, utility atlases]

NOVEMBER 2024

- preliminary design tech memo submitted highlighting 'areas of discussion' for Village input regarding sensitive alignment issues such as waterway crossings

DECEMBER 2024-JANUARY 2025

- neighborhood meeting
- final engineering
- permit submittals

FEBRUARY 2025

- project letting
- *plans will be ready to be let but all permits may not be in hand because of approval agency review durations; Village may elect to let project prior to receipt of all permits with the knowledge the permitting process may continue throughout the awarding phase; permits will be in hand prior to the start of construction*

MARCH-APRIL 2025

- contract award/finalization of contracts with contractor
- notice to proceed [mid-April]
- preconstruction meeting [late April]

MAY-OCTOBER 2025

- construction observation and documentation

NOVEMBER 2025

- punch list [early November]
- as-builts submitted
- final pay request submitted

COST ESTIMATE OF CONSULTANT SERVICES

Item No.	Task	Staff Classifications & Workhours						Total Workhours	% of Workhours	Labor Fee
		Director of Municipal Services	Project Engineer	Director of Environmental Services	Director of Construction Services	Resident Engineer				
	Billing Rate	\$175	\$90	\$150	\$215	\$125				
PRELIMINARY AND DESIGN ENGINEERING										
1	Preliminary and Design Engineering									
a	Alt Analysis	4	36					40		
b								0		
c								0		
	Item 1 Subtotal	4	36	0	0	0	0	40	1.9%	\$3,940.00
2	Topographic Study									
a	Survey Coordination	8	8					16		
b								0		
c								0		
	Item 2 Subtotal	8	8	0	0	0	0	16	0.7%	\$2,120.00
3	Preliminary Utility Coordination									
a	Preliminary utility coordination		8					8		
b								0		
c								0		
	Item 3 Subtotal	0	8	0	0	0	0	8	0.4%	\$720.00
4	Preliminary Design									
a	Preliminary Design	40	168					208		
b								0		
c								0		
	Item 4 Subtotal	40	168	0	0	0	0	208	9.7%	\$22,120.00
5	Preliminary Design Meetings									
a	Meetings with Staff (2 total)	4	4					8		
b	Neighborhood Meeting (1 total)	4	4					8		
c								0		
	Item 5 Subtotal	8	8	0	0	0	0	16	0.7%	\$2,120.00
6	Environmental Coordination and Permitting									
a	Environmental			16				16		
b	Environmental Site Visits			4				4		
c	Permits	15	62	35				112		
	Item 6 Subtotal	15	62	55	0	0	0	132	6.2%	\$16,455.00
7	CCDD Documentation									
a	Subconsultant							0		
b								0		
c								0		
	Item 7 Subtotal	0	0	0	0	0	0	0	0.0%	\$0.00

8 Geotechnical Report											
a	Subconsultant								0		
b									0		
c									0		
Item 8 Subtotal		0	0	0	0	0	0	0	0	0.0%	\$0.00

9 Estimates of Cost and Time											
a	Cost estimate	4	12						16		
b	Time estimate	1	1						2		
c									0		
Item 9 Subtotal		5	13	0	0	0	0	0	18	0.6%	\$2,045.00

10 Special Provisions and Bidding Documents											
a	Specs	4	36						40		
b									0		
c									0		
Item 10 Subtotal		4	36	0	0	0	0	0	40	1.9%	\$3,940.00

11 Watermain Design											
a	Design	120	229						349		
b									0		
c									0		
Item 11 Subtotal		120	229	0	0	0	0	0	349	16.3%	\$41,610.00

12 Contract Plans, Special Provisions, and Bidding Documents											
a	Site Visits	8	8						16		
b	Design	100	120						220		
c									0		
Item 12 Subtotal		108	128	0	0	0	0	0	236	11.0%	\$30,420.00

13 Utility Coordination											
a	Utility Coordination		8						8		
b									0		
c									0		
Item 13 Subtotal		0	8	0	0	0	0	0	8	0.4%	\$720.00

14 QC/QA											
a	QC/QA	12	4						16		
b									0		
c									0		
Item 14 Subtotal		12	4	0	0	0	0	0	16	0.7%	\$2,460.00

15 Bidding Assistance											
a	Bidding Assistance	8	8						16		
b									0		
c									0		
Item 15 Subtotal		8	8	0	0	0	0	0	16	0.7%	\$2,120.00

CONSTRUCTION INSPECTION

1	Pre-Construction Services										
a	Pre-Con and Layout				8	16			24		
b									0		
c									0		
Item 1 Subtotal		0	0	0	8	16	0	0	24	1.1%	\$3,720.00

2	Submittal Review										
a	Reviews				1	7			8		
b									0		
c									0		
Item 2 Subtotal		0	0	0	1	7	0	0	8	0.4%	\$1,090.00

3	Construction Observation										
a	Construction Observation				144	758			902		
b	Environmental Checks			83					83		
c									0		
Item 3 Subtotal		0	0	83	144	758	0	0	985	46.1%	\$138,160.00

4	Material Testing / Geotechnical Services										
a	Subconsultant								0		
b									0		
c									0		
Item 4 Subtotal		0	0	0	0	0	0	0	0	0.0%	\$0.00

5	Post-Construction Services										
a	Project closeout				2	15			17		
b									0		
c									0		
Item 5 Subtotal		0	0	0	2	15	0	0	17	0.8%	\$2,305.00

Project Totals	332	716	138	155	796	0	0	2137	99.25%
% of Workhours:	16%	34%	6%	7%	37%	0%	0%		

Total Labor Fee	\$276,065.00
Total Direct Costs	\$10,044.20
Total Subconsultants	\$84,595.00
TOTAL PROJECT COST	\$380,704.20

DIRECT COSTS AND SUBCONSULTANT EXPENSES TABLE

Item No.	Task	In-House Direct Cost	Subconsultant Cost
PRELIMINARY AND DESIGN ENGINEERING			
1	Field Evaluation		
	Vehicle Usage (\$65/day/person)	\$130.00	
Item 1 Subtotal		\$130.00	\$0.00
2	Topographic Survey		
	Manhard (Sub)		\$70,000.00
	Easements (if necessary) - Manhard (Sub)(5 @ \$1,500/each)		\$7,500.00
Item 2 Subtotal		\$0.00	\$77,500.00
3	Preliminary Utility Coordination		
Item 3 Subtotal		\$0.00	\$0.00
4	Preliminary Design		
	Alternative Analysis (printing, \$0.10/sheet)	\$54.40	
Item 4 Subtotal		\$54.40	\$0.00
5	Preliminary Design Meeting		
	Vehicle Usage (\$65/day/person)	\$325.00	
	Prelim QC/QA (printing, \$0.10/sheet)	\$12.20	
Item 5 Subtotal		\$337.20	\$0.00
6	Environmental Coordination and Permitting		
	Vehicle Usage (\$65/day/person)	\$65.00	
	NPDES/EcoCat	\$900.00	
Item 6 Subtotal		\$965.00	\$0.00
7	CCDD Documentation		
	SEECO (sub)		\$11,710.00
Item 7 Subtotal		\$0.00	\$11,710.00

8	Geotechnical Report			
	See CCDD			
Item 8 Subtotal		\$0.00		\$0.00
9	Estimate of Cost and Time			
Item 9 Subtotal		\$0.00		\$0.00
10	Special Provisions and Bidding Documents			
Item 10 Subtotal		\$0.00		\$0.00
11	Watermain Design			
Item 11 Subtotal		\$0.00		\$0.00
12	Contract Plans, Special Provisions, and Bidding Documents			
	Prelim QC/QA (printing, \$0.10/sheet)	\$54.40		
Item 12 Subtotal		\$54.40		\$0.00
13	Utility Coordination			
Item 13 Subtotal		\$0.00		\$0.00
14	QC/QA			
Item 14 Subtotal		\$0.00		\$0.00
15	Bidding Assistance			
	Flash Drives (\$10 each)	\$100.00		
	Vehicle Usage (\$65/day/person)	\$65.00		
Item 15 Subtotal		\$165.00		\$0.00

CONSTRUCTION INSPECTION

1 Pre-Construction Services		
Vehicle Usage (\$65/day/person)	\$65.00	
Item 1 Subtotal	\$65.00	\$0.00
2 Submittal Review		
Item 2 Subtotal	\$0.00	\$0.00
3 Construction Observation		
Vehicle Usage (\$65/day/person)	\$7,800.00	
Plans/Specs (printing, \$0.10/sheet)	\$42.20	
Full Size Plans (printing, \$3.00/sheet)	\$366.00	
Item 3 Subtotal	\$8,208.20	\$0.00
4 Material Testing / Geotechnical Services		
SEECO (sub)		\$5,385.00
Item 4 Subtotal	\$0.00	\$5,385.00
5 Post-Construction Services		
Vehicle Usage (\$65/day/person)	\$65.00	
Item 5 Subtotal	\$65.00	\$0.00
Total In-House Direct Costs:		\$10,044.20
Total Subconsultant Costs:		\$94,595.00
TOTAL IN-HOUSE DIRECT AND SUBCONSULTANT COSTS:		\$104,639.20

CONSULTING
ENGINEERS



BLA, Inc.

OFFICE LOCATIONS

Corporate Office

333 Pierce Road
Suite 200
Itasca, Illinois 60143
630-438-6400
630-438-6444 Fax

Indianapolis Office

8720 Castle Creek Parkway
Suite 329
Indianapolis, Indiana 46250
317-842-4500
317-842-4506 Fax

BLA-INC.COM

APPENDIX IV

Insurance

Engineer shall maintain for the term of this Agreement, and for a period of twelve months after the services is contracted for hereunder have been completed, insurance policies covering:

1. Workers Compensation: Statutory.
2. Employers Liability Insurance:
\$1,000,000 injury-per occurrence
\$500,000 disease-per employee
\$1,000,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.
3. Comprehensive General Liability Insurance:
\$2,000,000 per occurrence combined single limit. Coverage shall include Broad Form Property Damage Endorsements and Blanket Contractual Liability (must expressly cover the indemnity provisions of the Agreement).
4. Comprehensive Automobile Liability Insurance:
\$1,000,000 combined single limit, any auto.
5. Professional Liability Insurance (errors and omissions):
\$1,000,000 per claim and \$2,000,000 in aggregate.
6. Umbrella or excess liability:
The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
7. Engineer will provide the Village with a certificate of insurance and additional insured endorsement showing the Village added to the General Liability Insurance as an additional insured.
8. Coverage shall not be suspended, voided, canceled, or reduced except after thirty (30) days prior written notice by certified mail has been given to the Village. If a standard Certificate of Insurance form is used with a cancellation clause, the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will be stricken or crossed out.



ITEM 9.A.5.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
September 10, 2024

SUBJECT: Resolution of Authorizing an OSLAD Grant Application for Sports Core Improvements

FROM: Joseph Mitchell, Assistant Village Manager
Connie Reid, Executive Secretary

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board approve RESOLUTION R-2232, an Open Space Land Acquisition and Development (OSLAD) Grant Program Resolution of Authorization.

Background/History:

The Illinois "Open Space Lands Acquisition and Development" (OSLAD) grant program is offered through the Illinois Department of Natural Resources and provides up to 50% funding assistance to eligible, local units of government to acquire, develop, and/or rehabilitate public outdoor recreation areas. The OSLAD program is a state-financed program enacted by Public Act 84-109, the Open Space Lands Acquisition and Development Act (525 ILCS 35/1 et. seq.). To be eligible for state funding, the grant application requires the Village to approve a Resolution of Authorization.

The Village of Oak Brook Sports Core is a premier recreational facility that serves as a hub for community activities and outdoor sports in the area. However, the current lack of adequate permanent restroom facilities has been a consistent concern among users of the Sports Core, including patrons of the tennis courts, soccer fields, the Oak Brook Golf Course, and those enjoying the outdoors in general. The Village of Oak Brook is seeking funding through the OSLAD Grant Program to install a full-service, low-maintenance precast concrete bathroom facility consisting of four (4) flush restrooms and four (4) sinks within the Oak Brook Sports Core. This facility will significantly enhance the experience of visitors engaging in various recreational activities as well as serve the public utilizing the open space within the Sports Core. The proposed restroom facility will include:

- ADA-compliant stalls for individuals needing assistance or for parents with young children.
- Running water, hand-washing stations, and proper ventilation.
- Sustainable features such as low-flow fixtures to conserve water.

The location of the restroom has been strategically selected to ensure accessibility for all users of the Sports Core, with proximity to the tennis courts, soccer fields, designated walking path, the golf course (near holes 13 and 16), and existing underground public utilities. This facility will not only improve the comfort and convenience of current users but will also decrease the reliance and expense of unsightly and often unsanitary porta johns. This improvement will support future growth and encourage more community members to utilize the Sports Core's open spaces.

Project Goals and Objectives:

- **Enhance User Experience:** Provide a clean, accessible, and well-maintained restroom facility to improve the overall experience for Sports Core users.
- **Promote Health and Hygiene:** Ensure that all visitors have access to proper sanitation facilities, which is crucial for public health, especially in outdoor settings.
- **Increase Accessibility:** Provide ADA-compliant facilities to accommodate individuals with disabilities and ensure inclusivity for all community members.
- **Sustainability:** Incorporate environmentally friendly features to minimize water usage and reduce the facility's environmental footprint.
- **Provide Safe Haven:** With no current viable place to seek immediate shelter in fast-developing severe weather including lightning, the facility would be a designated shelter.

This project is not without considerable costs, due in large part to the site's remote location from existing utilities. Civiltech Engineering provided a Preliminary Estimate of Probable Cost as outlined below. If the Village Board elects to proceed, and the OSLAD grant is awarded, staff will work to reduce these costs through value engineering and other mitigation strategies, but this estimate should be regarded as a potential scope of costs if such strategies do not yield significant reductions.

Item No.	Item	Unit	Quantity	Unit Price	Cost
1	Restroom Building	UNIT	1	\$250,000	\$250,000
2	Concrete Slab	SQYD	50	\$110	\$5,500
3	Concrete Sidewalk, 6' Wide	SQFT	900	\$10	\$9,000
4	Gutters, Downspouts	LSUM	1	\$10,000	\$10,000
5	Water Main	FOOT	1,400	\$150	\$210,000
6	Water Main Valves	EACH	3	\$6,000	\$18,000
7	Sanitary Sewer	FOOT	750	\$120	\$90,000
8	Sanitary Manholes	EACH	2	\$4,500	\$9,000
9	Electric Service	FOOT	750	\$100	\$75,000

10	Other Electric Infrastructure	LSUM	1	\$20,000	\$25,000
11	Site Grading and Restoration	LSUM	1	\$25,000	\$25,000
12	Exterior Lighting, Unattached	EACH	4	\$7,500	\$30,000
Construction Costs					\$756,500
	Surveying and Design Engineering (Est. 15%)				\$113,475
TOTAL PROJECT COST					\$869,975
TOTAL VILLAGE COST IF AWARDED					\$434,987.50

This proposal comes before the Board of Trustees without a formal vote of the Sports Core Committee for the following reasons:

1. Although discussed at the Sports Core Committee Meeting on July 30, 2024, as a Capital Project opportunity for FY2025, no formal vote was made due to the number of flush bathroom stalls remaining under discussion and the engineering costs not yet realized until received on September 3, 2024, and
2. With the recent discovery of this proposal being eligible for OSLAD grant funding and the grant application due by September 13, 2024, scheduling another Sports Core Meeting was not feasible prior to the OSLAD submittal deadline. Staff, therefore, contacted several members of the Sports Core Committee, in particular, Chairperson Anos, Co-Chairperson Scarpiniti, and member DePhillips separately and kept them abreast of the proposal and the OSLAD grant opportunity. Staff received mixed reviews from the selected members, primarily due to the costs associated with the project.

If the Village approves a Resolution of Authorization and the grant is awarded, the Village project must be completed within two (2) years under the OSLAD eligibility criteria.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2232, an Open Space Land Acquisition and Development (OSLAD) Grant Program Resolution of Authorization.

Attachments:

1. 2024-SC-GR-OSLAD-R-2232 - No Exh
2. Precast Concrete Denali Bathroom
3. OSLAD Bathroom Location_

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2024-SC-GR-OSLAD-R-2232

A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF AN OPEN SPACE LAND ACQUISITION
AND DEVELOPMENT (OSLAD) GRANT PROGRAM
RESOLUTION OF AUTHORIZATION

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 10th day of September 2024

RESOLUTION NO. 2024-SC-GR-OSLAD-R-2232

A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF AN OPEN SPACE LAND ACQUISITION AND DEVELOPMENT (OSLAD)
GRANT PROGRAM RESOLUTION OF AUTHORIZATION

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

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

WHEREAS, the Illinois "Open Space Lands Acquisition and Development" (OSLAD) grant program is offered through the Illinois Department of Natural Resources and provides up to 50% funding assistance to eligible, local units of government to acquire, develop, and/or rehabilitate public outdoor recreation areas. The OSLAD program is a state-financed program enacted by Public Act 84-109, the Open Space Lands Acquisition and Development Act (525 ILCS 35/1 et. seq.);

WHEREAS, to be eligible for state funding, the grant application requires the Village to approve a Resolution of Authorization (the "ROA");

WHEREAS, the Village seeks funding through the OSLAD Grant Program to install a full-service, low maintenance precast concrete bathroom facility within the Oak Brook Sports Core, which is believed to result in a significantly enhanced experience of visitors engaging in various recreational activities, including tennis, soccer, and golf, as well as serve the public utilizing the open space within the Sports Core;

WHEREAS, the OSLAD Grant application with an approved ROA is due September 13, 2024, and if the Village is awarded the grant, the project will be completed within two (2) years;

WHEREAS, Staff recommends the Corporate Authorities approve and authorize the execution of the ROA for the reasons provided for herein;

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to approve the ROA and apply for the state funding for the purposes referenced herein.

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

Section One – Recitals

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

Section Two – Approval

The Corporate Authorities hereby approves Open Space Land Acquisition and Development (OSLAD) Grant Program Resolution.

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute the ROA, and apply for the state funding referenced herein.

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 - 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 Six – Effective Date

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

Section Seven - Publication

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

Section Eight – Conflict Clause

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

Section Nine – 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 Ten – 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 10th day of September 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 10th day of September 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk







ITEM 9.A.6.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
September 10, 2024

SUBJECT: Award of Contract - Dean Board Room Audio-Visual Equipment Replacement Project

FROM: Thomas Gilbert, Information Technology Director

BUDGET SOURCE/BUDGET IMPACT: \$200,000 was budgeted in Information Technology - Equipment Replacement (151-90200)

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2233, a Resolution Approving the Award of Contract to Keycode Media Inc., of Schaumburg, Illinois, for the Audio-Visual Equipment Replacement Project in the amount of \$147,049.00,

Background/History:

The current audio system has been in service for more than 10 years, and the video equipment has undergone several changes as needs have changed, specifically related to presentations and remote meeting participation. These systems are integral to our operations and community engagement efforts, but they have reached a point where upgrading is necessary to ensure continued functionality and to meet the evolving needs of our community.

The current audio system has shown signs of degradation over time, with frequent technical issues and diminished performance impacting the quality of sound during public meetings, events, and other community gatherings. Similarly, the video equipment, while initially meeting our needs, now requires upgrades to accommodate advancements in technology and to maintain compatibility with modern audio/visual standards.

The new system improves the audio by going from analog to digital. We are replacing all the DIAS and staff microphones with wireless microphones with feedback speakers for improved sound quality in the Dean Boardroom. We are improving the sound for the audience by adding additional speakers to cover all seats. The new equipment has been designed to be able to be operated by any employee in the Village, improving availability and redundancy of staffing.

A Request for Proposals (RFP) was posted on the Village website on Wednesday, June 12, 2024,

and sent to eight (8) companies. Seven (7) proposals were received and opened on Wednesday, July 17, 2024. After reviewing the proposals received, staff requested a Best and Final Offer (BAFO) from the four (4) shortlisted vendors, to compare the same products and features. Three (3) vendors responded and Keycode Media, Inc. submitted the proposal with the best overall value to the Village. Staff received and reviewed references and is satisfied with their ability to perform the equated work.

Proposer	Amount (BAFO)
Keycode Media Inc.	\$147,049.00
Mesa Electronics, Inc	\$160,698.11
OSA - Chicago	\$228,196.12

Recommendation:

Staff recommends that the Village Board approve Resolution R-2233, a Resolution Approving the Award of Contract to Keycode Media Inc., of Schaumburg, Illinois, for the Audio-Visual Equipment Replacement Project in the amount of \$147,049.00,

Attachments:

1. AudioVisualEquipmentReplacementRes
2. AVEquipReplacementContract

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
2024-IT-CNTRCT-AV-R-2233

A RESOLUTION
APPROVING THE AWARD OF CONTRACT TO KEYCODE
MEDIA INC., OF SCHAUMBURG, ILLINOIS, FOR THE AUDIO-
VISUAL EQUIPMENT REPLACEMENT PROJECT

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 10th day of September 2024

RESOLUTION NO. 2024-IT-CNTRCT-AV-R-2233

A RESOLUTION
APPROVING THE AWARD OF CONTRACT TO KEYCODE MEDIA INC., OF SCHAUMBURG,
ILLINOIS, FOR THE AUDIO-VISUAL EQUIPMENT REPLACEMENT PROJECT

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 a Contract with another party pursuant to Illinois Statute;

WHEREAS, a Request for Proposals ("RFP") was posted on the Village website on Wednesday, June 12, 2024, and sent to eight (8) companies for the Audio-Visual Equipment Replacement Project (the "Project"). Seven (7) proposals were received and opened on Wednesday, July 17, 2024.;

WHEREAS, after reviewing the proposals received, staff requested a Best and Final Offer ("BAFO") from the four (4) shortlisted vendors, and to compare the same products. Three (3) vendors responded to the requested BAFO whereby Staff has determined Keycode Media, Inc. (the "Company") submitted the proposal with the best overall value to the Village in the amount of \$147,049.00, and as further detailed to the Contract (the "Contract") attached hereto and incorporated herein as Exhibit A;

WHEREAS, Staff now recommends the Corporate Authorities to award the Contract for the Project to Company, for the reasons provided for herein; and

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

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

Section One – Recitals

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

Section Two – Award of Contract

The Corporate Authorities hereby approves the award of contract, substantially in the form attached hereto and made a part hereof as Exhibit A, to Keycode Media, Inc. in the amount of \$147,049.00.

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Contract, 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 Contract.

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

Section Six – Waiver of Bidding Process

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

Section Seven - Acts of Village Officials

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

Section Eight – Effective Date

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

Section Nine - Publication

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

Section Ten – Conflict Clause

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

Section Eleven – Saving Clause

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

Section Twelve – Recording

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

PASSED THIS 10th day of September 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 10th day of September 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Contract]



REVIEW OF CONTRACTS

Awarding Agency:

VOB

Department:

ITS

Awarded Contract Price:

\$147,049.00

Type of Contract:

Prof. Svs.

Program/Account Number:

151-90200

Budgeted Amount:

\$200,000

CONTRACT AMOUNT

☐ Under \$20,000

☐ \$500,001 - \$1,000,000

☒ \$20,000 - \$500,000

☐ Over \$1,000,000

NOTES

Audio-Visual Equipment Replacement Project

DEPARTMENT DIRECTOR SIGNATURE

Name:

[Signature]

Date: 8/30/24

INITIAL REVIEWING ATTORNEY SIGNATURE

Name:

[Signature]

Date: 9/3/24

APPROVED BY VILLAGE MANAGER

Name:

[Signature]

Date: 9/4/24

FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name:

[Signature]

Date: 9/3/24

☐ 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 **Key Code Media, Inc. – Illinois, 1201 Wiley Road, Suite 100, Schaumburg, Illinois 60173** ("**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:

Audio-Visual Equipment Replacement Project, as more fully described in the attached proposal dated August 9, 2024, in Exhibit A.

SECTION 2. TIME OF PERFORMANCE. The Consultant shall perform and complete the Services as mutually agreed upon between Village and Consultant but in no event later than December 31, 2024 ("**Time of Performance**").

SECTION 3. COMPENSATION.

A. Agreement Amount. The total amount billed by the Consultant for the Services under this Agreement shall be in the amount of **\$147,049.00**, including reimbursable expenses, without the prior express written authorization of the Village Manager.

B. 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.

C. 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.*

D. 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 4. 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 5. 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 6. 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:

Key Code Media, Inc. – Illinois
1201 Wiley Road
Suite 100
Schaumburg, Illinois 60173
Attention: Brian Allegretti, Regional Sales
Manager

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:

KEY CODE MEDIA, INC. - ILLINOIS

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A

(PROPOSAL SUBMITTED FOR AUDIO-VISUAL EQUIPMENT REPLACEMENT PROJECT DATED AUGUST 9, 2024)

Key Code Media, Inc. - Illinois

1201 Wiley Road

Suite 100

Schaumburg, IL 60173

224-231-4866

www.keycodemedia.com

ORIGINAL



Village of Oakbrook City Hall Boardroom AV Upgrade

Quote # 235403 Version 4

Prepared for:

Village of Oak Brook

Prepared by:

Brian Allegretti

Equipment

No.	Part #	Description	Qty	Price	Ext. Price
1		Presentation System			
2	KCM-INT-MAT	- Intel Core i7-14700K Raptor Lake 3.4GHz - Asus Z790 Prime Motherboard - Riojawa S5 Series 32GB 2x16GB DDR5-6000 Memory - Samsung 990 Pro 1TB NVMe - Samsung 990 Pro 2TB NVMe - NVIDIA GeForce RTX 4070 Ti 16GB GDDR6X - Windows 11 Pro - Fractal Design Nort Computer has a 3 year parts/labor warranty and coverage for accidental damage	1	\$3,500.00	\$3,500.00
3	CRV88-9-T-R0	AJA Corvid 88 8-Channel 3G-SDI I/O Card with Fan (Tall Bracket)	1	\$3,485.00	\$3,485.00
4	DELL-U2724D	Dell UltraSharp 27 Monitor - U2724D Manufacturer Part 6WJY0 Dell Part 210-BKSF	2	\$349.00	\$698.00
5	SCSI-VMIX-PRO	vMix Live Production Software Pro Key Features - PC Software for Streaming and Recording - Supports up to 4096 x 2160 Resolution - Up to 1000 Sources 4 x Instant Replay Channels - Effects, Transitions, Virtual Sets - Supports 2 External Outputs - Supports 2 Direct Monitor Outputs - PTZ Control - Compatible with Windows Only	1	\$1,142.00	\$1,142.00
6	920-012274	Logitech MX Keys S Combo, Black - keyboard and mouse set - black	1	\$205.00	\$205.00
7	DVS-TK-003	Audinate Dante Virtual Soundcard Transferable License	1	\$79.00	\$79.00
8	XK-1225-UFK128-R	X-keys XK-128 Customizable USB Keyboard	1	\$537.00	\$537.00
9		CAMERAS			
10	PTZ Control Center	PTZ Camera Control Center Software to be installed on the vMix System for remote control of cameras.	1	\$0.00	\$0.00
11	AW-RP60GJ5	AW-RP60 Compact Remote PTZ Camera Controller, Local control of PTZ Cameras	1	\$2,172.00	\$2,172.00
12	SW-000000001	NDI HX License for Panasonic PTZ Cameras & Camcorders.	4	\$272.00	\$1,088.00
13	FEC-40WMK	FEC-40WM Professional PTZ Wall Mount for front camera.	1	\$160.00	\$160.00
14	AW-UE50KPJ	PTZ 4K Camera. Installed using NDI (Primary) / 3G SDI (Backup)	4	\$3,302.00	\$13,208.00
15	PT-CM-1-XX	Ceiling Mounts Universal small. Used to mount 3 cameras to the ceiling at the rear of the Board Room	3	\$60.00	\$180.00
16	GSM4230UP-100NAS	24x1G PoE++ 1.440W 2x1G and 4xSFP Managed Switch. Switching engineered for 1G AV over IP with rear-facing ports ensuring a clean integration in AV racks.	1	\$2,110.00	\$2,110.00

Equipment

No	Part #	Description	Qty	Price	Ext. Price
17		MICROPHONES			
18	MXWAPXD2=-Z10	Access Point/Charger/DSP - 2 Ch.	1	\$1,005.00	\$1,005.00
19	MXW2X/SM86=-Z10	Shure MXW2X/SM86 Handheld Transmitter with SM86 Capsule - 1.90 GHz Operating Frequency - 160 ft Operating Range	2	\$530.00	\$1,060.00
20	MXCW640	Wireless Conference Unit with 4.3 inch color touchscreen for voting	17	\$1,253.00	\$21,301.00
21	MXCWAPT-A	Access Point Transceiver for US only; manages audio routing, frequency coordination, and system control	1	\$3,134.00	\$3,134.00
22	MXCWNCs-US	NETWORKED CHARGING STATION, 10BAY	1	\$940.00	\$940.00
23	MXC416DF/S	Super Cardioid Dual-Flex Gooseneck Microphone (16 in/40 cm) with flexible top and bottom sections, bi-color LED, 10-pin connector, and foam windscreen, for MXC, MXCW conference units, black	17	\$173.00	\$2,941.00
24	SBC10-MICROB	USB TRANSMITTER CHARGER	17	\$18.00	\$306.00
25		SOUND REINFORCEMENT			
26	801332-0210	Bose Professional DesignMax 8" Surface-Mount Speaker DM8S (Black)	2	\$576.00	\$1,152.00
27	IMX-RM16-SUB7	IntelliMix® Room 16 Channel - 7 years Subscription for Audio Processing Software	1	\$1,162.00	\$1,162.00
28	BOCPMDNC	PowerMatch Dante network card. Add this card for Dante integration with the amp.	1	\$510.00	\$510.00
29		VIDEO SIGNAL PROCESSING			
30	BDMINIHDMI	BirdDog COMMS Video Encoder - Functions: Video Encoding - 1920 x 1080 - NTSC, PAL - Network (RJ-45) - PC	1	\$498.00	\$498.00
31	BDWPIN	BIRDDOG WALLPLATE DUAL INPUT	1	\$686.00	\$686.00
32	BMD-CONVCMIC/SH03G	Blackmagic Design Micro Converter SDI to HDMI 3G #CONVCMIC/SH03G	10	\$57.00	\$570.00
33	MD-HX	HDMI / SDI CROSS CONVERTER with Scaling and Frame Rate Conversion	1	\$319.00	\$319.00
34		PROJECTION			

Equipment

No.	Part #	Description	Qty	Price	Ext. Price
35	29934L	Da-Lite Tensioned Large Cosmopolitan/110v 220"/HDTV - ALR 1.0 with Low Sound Motor	1	\$6,690.00	\$6,690.00
36	DL16522	Da-Lite Screen Controller	1	\$671.00	\$671.00
37	PBS-PT-REZ12BU7	Panasonic 12,000-Lumen WUXGA DLP Laser Projector (Black)	1	\$14,962.00	\$14,962.00
38	PNC-TY-SB01QS	Panasonic TY-SB01QS 12G-SDI Terminal Board	1	\$1,357.00	\$1,357.00
39	VCTUB	Chief XL Universal Tool-Free Projector Mount (Black)	1	\$496.00	\$496.00
40		Furniture			
41	402389	Ergo Electric Standing Desk 54x26Ergonomically curved sit-stand desk	1	\$899.00	\$899.00
42	41513	Dual-Monitor Arm 180 DegreeLift your monitors for better posture	1	\$295.00	\$295.00
				Subtotal:	\$89,518.00

ADDITIONAL ITEMS

No.	Part #	Description	Qty	Price	Ext. Price
43	100.2202.001	Mira Connect 10 control appliance and user interface with tabletop stand and LED bars	1	\$2,596.00	\$2,596.00
44	110.0112.001	12-month Mira Connect Room License Extended 2nd year license	1	\$412.00	\$412.00
45	120.0012.001	12-month Mira Connect Warranty service extension for Mira Connect appliance Extended 2nd year warranty	3	\$379.00	\$1,137.00
46	DP-USBC-AU-2X2	Audinate Dante AVIO 2x2 USB Type-C I/O Adapter for Dante Audio Network	1	\$144.00	\$144.00
				Subtotal:	\$4,289.00

Professional Services

No.	Part #	Description	Qty	Price	Ext. Price
47		Labor			
48	OUT-INT	Outsource Integration Complete offsite and onsite Installation for project including system test, client approval and system orientation. for Project	1	\$29,712.00	\$29,712.00



Village of Oakbrook City Hall Boardroom
AV Upgrade
Prepared for: Village of Oak Brook

Sales Quotation

Quote #235403 v 4

Aug 9, 2024

Professional Services

No.	Part #	Description	Qty	Price	Ext. Price
49	OUT-INT	Outsource Integration ELECTRICIAN: Removal/Installation of Screen, Relocation of Speakers, mounting of cameras. Customer will be responsible for any additional requirements needed if any, there is no additional time anticipated at this time, if nothing changes, currently priced as not to exceed.	1	\$5,200.00	\$5,200.00
50	KTC-BRONZE	Keycode Total Care - Bronze Includes:- Monday-Friday, 9-6 phone/email/remote support (customer local time)- Onsite technician available for added cost- T&E will be billed to the client for out of state locations- Please see attached Services Proposal for more details	2	\$5,000.00	\$10,000.00
51	OUT-INT	Outsource Integration Go Live Support for the first 4 council chamber meetings to be provided at no cost	1	\$0.00	\$0.00
52		Materials			
53	OUT-MAT	Project Materials	1	\$6,000.00	\$6,000.00

Subtotal: **\$50,912.00**

Village of Oakbrook City Hall Boardroom AV Upgrade



Prepared by:

Key Code Media, Inc. - Illinois
Brian Allegretti
224-231-4864
ballegretti@keycodemedia.com

Bill To:

Village of Oak Brook
Rania Serences
630-368-5164
rserences@oak-brook.org

Ship To:

Village of Oak Brook
1200 Oak Brook Road
Oak Brook, IL 60523
Rania Serences
630-368-5164
rserences@oak-brook.org

Quote Information:

Quote #: 235403
Version: 4
Delivery Date: 08/09/2024
Expiration Date: 08/30/2024
Terms: Progressive Project
Terms

Quote Summary

Description	Amount
Equipment	\$89,518.00
ADDITIONAL ITEMS	\$4,289.00
Professional Services	\$50,912.00
Subtotal:	\$144,719.00
Shipping:	\$2,330.00
Total:	\$147,049.00

This Sales Quote ("SO") includes the Terms and Conditions ("T&C") available at <https://www.keycodemedia.com/purchase-terms-conditions/> and <https://www.keycodemedia.com/master-service-agreement/>, which are applicable to all professional service-related purchases. It constitutes an offer or counter-offer, as applicable, by Key Code Media, Inc. or Burst Communications ("Seller"). This SO, along with the incorporated T&C, becomes binding upon the Buyer listed herein ("Buyer") at the earliest of the following events: (i) Buyer's acknowledgment of this agreement; or (ii) the receipt of any goods and/or services ordered under this agreement. Please note that no Buyer acknowledgment form, purchase order, or any other document can modify the terms outlined in the SO or the T&C.

Key Code Media, Inc. - Illinois

Village of Oak Brook

Signature: _____

Name: Brian Allegretti

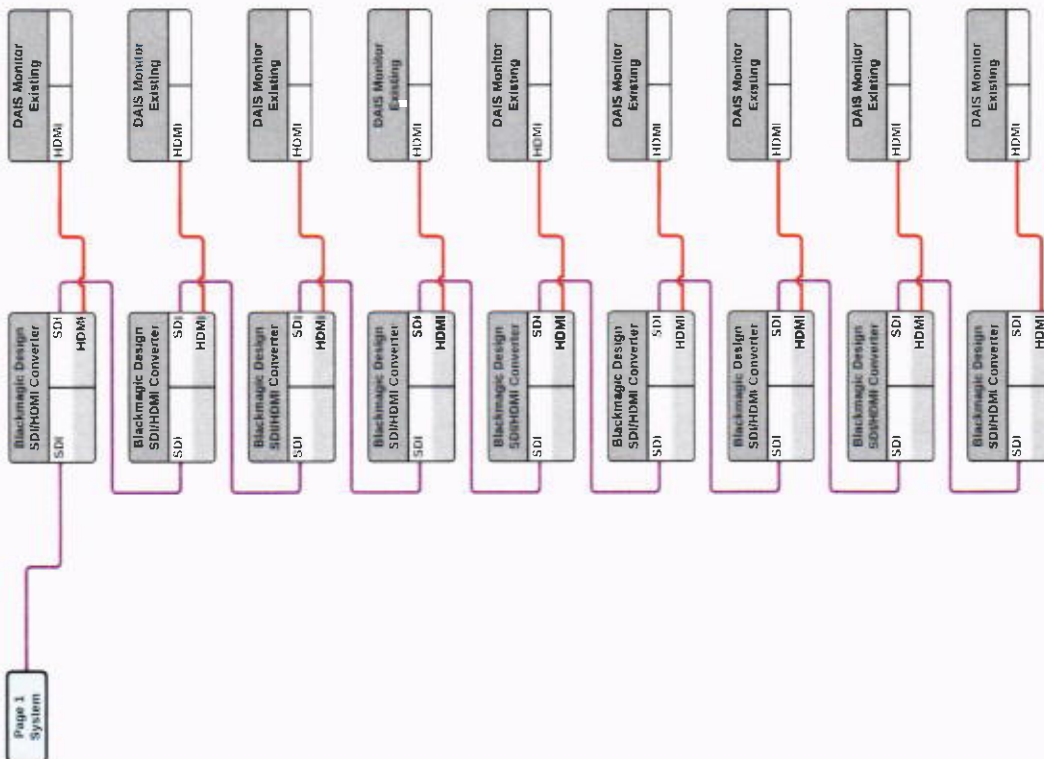
Title: Regional Sales Manager

Date: 08/09/2024

Signature: _____

Name: Rania Serences

Date: _____



Overview of Proposed Project

Keycode Media is pleased to propose a modern Audio and Visual Production System (AV) system for the Village of Oak Brook (Village), Illinois in the Samuel E. Dean Board Room.

Keycode Media will implement a comprehensive AV system with Panasonic 4K PTZ cameras and vMix software which is a live video production and live streaming solution. The vMix software will allow the Village to create, mix, switch, record and live stream professional live productions on a Windows PC using independent hardware. This allows the Village to save time and money because the system can be independently upgraded in lieu of being replaced in its entirety. This solution will provide the Village with a complete flexible workflow for meetings and events.

The next part of the project will address the complete replacement of the microphone system in the board room. The new system will be IP based and integrated into the board rooms production and speaker system. Our team will be adding in two new speakers that match the rooms existing two Bose DM8S units. These will be repositioned to provide complete coverage for all three sections of the public seating area. The existing Bose amplifier will be upgraded with a Dante interface card to allow digital delivery of audio from the rooms new DSP. The two existing Bose 502A units will be removed. Two new wireless handheld microphones will also be integrated into the new audio system.

The production system will provide the video feed to the board room's video projector and dais monitors. An SDI distribution system will be installed into the dais, providing a single video feed to all existing monitors. The Village will be removing the existing computers at the dais and will be using laptops as needed for board members.

The presentation computer will be connected to a new NDI dual HDMI wall plate that will allow the distribution of the computers signal to be routed to multiple sources cleaning up the existing installation. The use of NDI capture software can also be used on the existing laptop, or another laptop located on the same network VLAN.

The final part of the project will provide for the replacement of the existing projector and motorized screen. The new projector is 12,000 lumens and will provide a superior image to that of an 8,000-lumen projector.

Included in the BAFO is pricing for a simplified control system that can be used to power on the projector and control volume levels for unsupervised meetings or those meetings not using the full production system. The warranty and licensing have been extended for 3 years.

For facilitation of remote attendance, we will be installing a USB interface that will connect to a Village supplied laptop for Teams audio integration and video from the vMix system can be sent back to the remote attendee.

The vMix system has an expansive set of tools including the ability to control the system remotely. This can be accomplished using the native remote options or by using a remote service like Splashtop.

Due to the change in location of the production system and the request to move to a table we are recommending an adjustable height desk to accommodate the production system and relocating all other equipment into the closet rack. According to the supplied dimensions this should fit into that corner area of the conference room.

As part of the integration services, we are including up to 8 hours of training, documentation, video training, and onsite support for the first four meetings after installation of the system.

It is important to us that you succeed, and we will be here to support the Village after the project has completed.

We look forward to working with you on this exciting project.



OAK BROOK
Illinois

ITEM 9.A.7.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
September 10, 2024

SUBJECT: Award of Contract - Installation of Minuteman Fixed Site License Plate Recognition Systems

FROM: Brian Strockis, Chief of Police

BUDGET SOURCE/BUDGET IMPACT: \$38,403.17 is included in Public Safety Infrastructure, New Equipment (153-90100), in the FY2024 Budget.

RECOMMENDED MOTION: I move to approve Resolution R-2234 authorizing the purchase of three License Plate Recognition (LPR) cameras and three overwatch cameras from Minuteman across three Homeowner Associations (Residential Streets), and further authorizing the Village Manager to sign the five-year maintenance and database access agreements, pending final Village Attorney Review and Approval.

Background/History:

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

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

The system we have identified is by Minuteman who has also prepared all the quotes for Oak Brook Subdivision LPR's, and is presently the vendor for the majority of our existing LPR's. Minuteman Security Technologies is an enterprise security system technologies developer and

service company located in Tinley Park, Illinois. Minuteman has over 30 years in business with 190 employees and over 50 million in annual revenue.

License plate reads through this system are integrated through Minuteman's Unity software which, in turn, integrates with our FUSUS platform. Existing Minuteman LPR's in the Village have been reliable and effective. Any data access or use is covered by the same rules as our access to Illinois State Police LEADS (Law Enforcement Agencies Data System) data and must adhere to Federal CJIS (Criminal Justice Information System) rules for security and access. The Village offered a 50/50 cost sharing program continuing in 2024 for interested subdivisions. After careful review, the following HOA's have entered into an agreement with the Village and will provide payment for fifty percent of equipment, installation, and recurring expenses for a five year period:

Canterberry Road: \$14,202.01 (\$7,101.00 HOA) + \$2,416.00 (\$1,208.00 HOA) years 2 - 5

Tuscan Woods: \$9,393.93 (\$4,696.96 HOA) + \$2,416.00 (\$1,208.00 HOA) years 2 - 5

Briarwood Lakes: \$7,659.23 (\$3,829.61 HOA) + \$2,316.00 (\$1,158.00 HOA) years 2 - 5

Initial installation and licensing costs total \$31,255.17 (\$15,627.58 reimbursed by HOA's) with recurring expenses covering years two through five of \$7,148.00 (\$3,574.00 reimbursed by HOA's).

Recommendation:

Staff recommends approval from the Village Board to purchase three License Plate Recognition (LPR) cameras and three overwatch cameras from Minuteman across three Homeowner Associations (Residential Streets) for the HOA 50/50 LPR program, pending final Village Attorney review and approval.

Attachments:

1. 2024-PD-AG-LPR-PG-HOA-R-2234
2. York & Canterberry Overview Only Minuteman_Security_Technologies.034607.v1.14
3. Tuscan Woods Minuteman_Security_Technologies.Vax033326.v1.9
4. Briarwood Lakes Minuteman_Security_Technologies.032930.v1.7

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2024-PD-AG-LPR-PG-HOA-R-2234

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

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 10th day of September 2024

RESOLUTION NO. 2024-PD-AG-LPR-PG-HOA-R-2234

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

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

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

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

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

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

WHEREAS, License plate reads through this system are integrated through Minuteman's Unity software which, in turn, integrates with the Village's FUSUS platform and any data access or use is covered similar to Illinois State Police LEADS (Law Enforcement Agencies Data System) data and must adhere to Federal CJIS (Criminal Justice Information System) rules for security and access;

WHEREAS, as the existing Minuteman LPR's in the Village have been reliable and effective, the Village continues to offer a 50/50 cost sharing program through 2024 for interested property owner groups (the "Village Program");

WHEREAS, Company has prepared and submitted a proposal covering the purchase and maintenance of License Plate Recognition (LPR) cameras, overwatch cameras, the initial installation, and licensing costs for three homeowners associations, namely Canterbury Road, Tuscan Woods, and Briarwood Lakes (the "Agreement"), a copy of which is attached hereto and incorporated herein as Exhibit A;

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

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

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

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

Section One – Recitals

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

Section Two – Approval

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

Section Three – Authorization and Direction

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six – Waiver of Bidding Process

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

Section Seven - Acts of Village Officials

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

Section Eight – Effective Date

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

Section Nine - Publication

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

Section Ten – Conflict Clause

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

Section Eleven – Saving Clause

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

Section Twelve – Recording

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

PASSED THIS 10th day of September 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 10th day of September 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Agreement]



We have prepared a quote for you

**Oak Brook - York Rd & Canterbury Ln Overview
Camera Only**

Quote # 034607
Version 1

Prepared for:

Oak Brook Police Department

Brian Strockis
bstrockis@oak-brook.org

Scope of Work

Scope:

The Village of Oak Brook would like to have (1) overview camera installed at the end of Canterbury Ln. There is no power source at this location therefore a new pole and solar array will be required.

Oak Brook to provide (1) sim card and (1) cellular data plan

Minuteman assumes:

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

Customer Supplied Connections:

- A high-speed internet connection with a static IP address must be provided by the customer at the head-end location for remote access.
- A network connection must be provided at each specified location. An IP address may also be required.

Payment Info:

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

Recurring Services

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
1 Year Unity Webhook Subscription (per camera)	\$25.00	\$25.00	1	\$25.00	\$25.00
Peplink PrimeCare - 1-Year	\$79.00	\$79.00	1	\$79.00	\$79.00

Recurring Subtotal: **\$104.00**

Subtotal: **\$104.00**

Materials

Description	Price	Qty	Ext. Price
Field Devices			
Overview Camera			
Wisenet Q network outdoor vandal bullet camera, 2MP @ 30fps	\$389.25	1	\$389.25
IR Bullet camera Back box. (QNO-7030R/7020R/7010R, QNO-7080	\$36.75	1	\$36.75
SURVEILLANCE CARD 256GB	\$169.12	1	\$169.12
Solar Array			
16 Ft Above Grade, Direct Burial Pole- Black	\$718.18	1	\$718.18
100W Solar Panel with Pulse Shade Tolerance	\$403.33	1	\$403.33
Controller and Battery Custom Housing Only, 24W	\$2,000.00	1	\$2,000.00
Universal Side of Pole Mount SP/02, Aluminum	\$284.17	1	\$284.17
IPCam Solar Comms Box, w/R240 Cellular Uplink	\$473.39	1	\$473.39
Peplink MAX BR1 Mini - LTE - US	\$466.67	1	\$466.67
DIN Rail Bracket for BR1-MINI	\$40.00	1	\$40.00
Multi-Band Diversity/Mimo Antenna, Lte, Wifi & G	\$316.67	1	\$316.67
Misc Security Installation Materials	\$150.00	1	\$150.00
per Day Charge for Aerial Boom Lift Bucket Truck	\$300.00	1	\$300.00

Subtotal: **\$5,747.53**

Labor

Description	Price	Qty	Ext. Price
Installation Services	\$1,920.00	1	\$1,920.00
Programming Services	\$960.00	1	\$960.00
Subtotal:			\$2,880.00

Oak Brook - York Rd & Canterbury Ln Overview Camera Only



Prepared by:

Illinois

Shawn O'Connell
3314549656
soconnell@minutemanst.com

Prepared for:

Oak Brook Police Department

1200 Oak Brook Rd
Oak Brook, IL 60523
Brian Strockis
(630) 368-8710
bstrockis@oak-brook.org

Quote Information:

Quote #: 034607

Version: 1
Delivery Date: 08/27/2024
Expiration Date: 10/31/2024

Quote Summary

Description	Amount	
Recurring Services	\$104.00	
Materials	\$5,747.53	
Labor	\$2,880.00	
Total:		\$8,731.53

Recurring Expenses Summary

Description	Amount	
Recurring Services	\$104.00	
Recurring Total:		\$104.00

Payment Terms: Net 30 Days

Illinois

Oak Brook Police Department

Signature:

Shawn O'Connell

Name:

Shawn O'Connell

Title:

Executive Account Manager

Date:

08/27/2024

Signature:

Name:

Brian Strockis

Date:

Sales Agreement T&C's

Standard

OPERATION: Customer shall be responsible for: (i) properly testing and setting the system on every closing and to properly turn off the system on each opening (if applicable); (ii) testing any detection device, or other electronic equipment designated in the Proposal prior to setting the System for closed periods; (iii) notifying Minuteman promptly if such equipment fails to respond to the test; and (iv) using and operating the System and the equipment properly and in accordance with proper operating procedures (if customer requires Minuteman Security Technologies). Whenever Minuteman employees or authorized representatives are sent to the Covered Premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, Customer agrees to pay an additional service charge at Minuteman's prevailing rate per occurrence.

DELAYS - INTERRUPTION OF SERVICE: Minuteman shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of Minuteman. Minuteman will not be required to furnish service to Customer while such interruption shall continue.

EXCLUSIONS: Services to be provided by Minuteman pursuant to this Agreement do not include:

- Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment for the System as prescribed by Minuteman and/or the manufacturer of any equipment used in the System, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in the Proposal hereto.
- Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from Minuteman's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non-Minuteman equipment and devices not supplied by Minuteman.
- Electrical work external to the equipment or accessories furnished by Minuteman.

ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage during "normal business hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at Minuteman's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without Minuteman's specific permission, nor permit the same by other contractors. Any work performed by Minuteman to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at Minuteman's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of Minuteman shall be corrected by Minuteman and paid for by Customer in accordance with Minuteman's prevailing rates.

Minuteman shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

LIQUIDATED DAMAGES - MINUTEMAN'S LIMITS OF LIABILITY: Customer understands that Minuteman is not an insurer; that Customer is responsible for obtaining insurance for such reasons or purposes, including theft and vandalism, and in such amounts, as Customer shall

Sales Agreement T&C's

determine. Customer further understands and agrees that the sums payable hereunder to Minuteman are based upon the value of services offered and equipment value provided and such sums are not related to the value of property belonging to Customer or to others located on the Covered Premises. Customer does not and shall not seek indemnity under this Agreement from Minuteman, and specifically waives any rights for indemnity for any damages or losses caused by hazards to customers, invitees, guests, or property of customer or third parties. Customer understands and agrees that the System and the services to be supplied hereunder are designed to detect security breaches, and that MINUTEMAN MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEM OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM. Customer agrees that Minuteman shall not be liable to Customer, its employees, agents or guests, or to any third party, for any losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed upon Minuteman under this Agreement or by negligent acts or omissions of Minuteman, its agents or employees. In all events, it is further agreed that if Minuteman should become liable for any losses or damages for any reason having to do with this Agreement, Minuteman's total liability to Customer shall be limited \$250., which sum the Customer agrees is reasonable. The payment of this amount shall be Minuteman's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer.

INDEMNIFICATION: Each party shall indemnify and hold harmless the other, their trustees, officers, professional staff, employees and agents from and against any loss, damage, claim or liability, including reasonable attorneys' fees (collectively "liabilities"), arising out of the performance of this Agreement to the extent that such liabilities arise from the acts or omissions, negligence, gross or reckless misconduct, or intentional wrongdoing of the indemnifying party, its trustees, officers, professional staff, employees or agents.

WARRANTY: Minuteman Security Technologies, Inc. Full One Year Limited Warranty:

- **What is Covered:** This warranty covers any defects in materials or workmanship, including installation, with the exceptions stated below.
- **How Long Coverage Lasts:** This warranty runs for one year from the date your system was installed and accepted.
- **What Is Not Covered:** This warranty does not cover intentional or un-intentional misuse or of any of the system components or software. The warranty does not cover damage as a result of acts of god (lighting, floods, storms, etc...) or electric surge.
- **What Minuteman Will Do:** Minuteman will repair any part of the system that is proved to be defective in materials or workmanship. In the event repair is not possible on certain system components, Minuteman will replace said component with similar specification and price.
- **How To Get Service:** Contact our service department at your nearest service center. A service representative will review your system and take any necessary action to correct problems covered by this warranty.
- **How State Law Applies:** This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Turnkey Installation

THIS QUOTE INCLUDE: Only the items and quantities of devices listed on this quotation. The design is pending approval of authorities having jurisdiction where approval is required. Pre-installation rough-in followed by one site visit for final connection of head-end w/ training if needed and all required testing to be performed during the same visit. Acceptance and testing documentation (when applicable). For alarm systems with a key lock box, if shown on plans the least expensive lock box will be provided unless specified otherwise. Work is to be performed during the hours of 8:00 AM and 4:30 PM. We may choose to make a network connection in the building to facilitate commissioning and service remotely.

THIS QUOTE DOES NOT INCLUDE: Multiple site visits for phased projects unless it was specifically advised of the phasing schedule prior to providing this quote. Permits, licenses, sales tax, or shipping costs to the customer unless each is specifically listed. Third party approvals or third-party testing or inspections unless specifically listed. Return visits if other trades could not be coordinated to be present during our

Sales Agreement T&C's

original site visit. Labeling of devices, controls or any required signs unless specifically listed on the quote. Unforeseen existing conditions that were not brought to our attention prior to the quote.

IT IS THE CUSTOMER'S RESPONSIBILITY TO: Provide a revised equipment count if the quantities shown are incorrect. Provide a minimum of FIVE business days to schedule. Provide a clean and safe working environment that complies with all OSHA rules and standards. Provide a safe and secure, climate-controlled storage area for tools and the equipment being installed. Provide labeling and any required signs. Provide trash receptacles and pay for all trash removal unless trash removal is specifically listed. Cutting, patching, and painting of any areas affected by the installation unless each of these functions are specifically listed on the quote. If there is a custom annunciator/map or custom control panel, etc. then AutoCAD files must be provided to work from. To pay additional travel and labor costs for any additional unplanned site-visits.

Escalation Clause

TC-Escalation Clause

Due to recent market volatility and ongoing supply chain issues, Minuteman is incorporating the following clause into all proposals and maintenance contracts:

Through no fault of Minuteman, In the event of a delay in product availability or price increase of materials procured by any manufacture and/or distributor, the contract sum, time of completion, or contract requirements shall be adjusted by a change order in accordance with the procedures of the Contract Documents. A change in price of any item of material from our manufactures or distributors will be considered between the date of this contract and the date of installation. Issuance of a purchase order or signed proposal constitutes acceptance of this clause.



We have prepared a quote for you

Oak Brook - Tuscan Woods Subdivision

Quote # Vax033326
Version 1

Prepared for:

Oak Brook Police Department

Brian Strockis
bstrockis@oak-brook.org

Scope of Work

Scope:

Tuscan Woods subdivision is interested in have an LPR/Overview camera installed at the entrance leading into this gated community.

Tuscan Woods

- **Minuteman to install (1) IPCAM box on the backside of the Tuscan Woods retaining wall**
- **Lyons Pinner Electric will provide 24/7 power to Minuteman's IPCAM box on this wall**
- **Minuteman will trench cables for each camera from this IPCAM box to the call box pedestal where each of our cameras will be installed on.**
- **(1) LPR camera will be installed on the call box pedestal to capture license plates as they enter through the gate**
- **(1) Overview camera will capture vehicles and people as they approach the pedestal call box or if they enter without using the call box**
- **All LPR/Video data will be transmitted via cell modem**
- **Oak Brook PD to provide (1) sim card and (1) cellular data plan.**

Minuteman assumes:

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

Customer Supplied Connections:

- A high-speed internet connection with a static IP address must be provided by the customer at the head-end location for remote access.
- A network connection must be provided at each specified location. An IP address may also be required.

Existing Devices:

- This proposal assumes that any & all existing conduit, wire, devices & hardware to be used are in satisfactory condition and meet minimum requirements.
- Replacement, repairs and or changes to equipment will require change order authorization by both the customer & Minuteman Security Technologies, Inc.

Payment Info:

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



Recurring Services

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
1 Year Unity Subscription for Vaxtor Camera	\$500.00	\$500.00	1	\$500.00	\$500.00
1 Year Unity Webhook Subscription (per camera)	\$25.00	\$25.00	1	\$25.00	\$25.00
Peplink PrimeCare - 1-Year	\$79.00	\$79.00	1	\$79.00	\$79.00

Recurring Subtotal: **\$604.00**

Subtotal: **\$604.00**

Materials

Description	Price	Qty	Ext. Price
Head End Equipment & Software			
VaxALPR LPR Only on Camera License	\$750.00	1	\$750.00
VaxALPR MMC & V-Class Extension on Camera License	\$200.00	1	\$200.00
Field Devices			
P1465-LE 29 mm	\$833.24	1	\$833.24
TP1601 ADAPTER PLATE	\$40.67	1	\$40.67
TP3603 CONDUIT BACK BOX	\$61.53	1	\$61.53
SURVEILLANCE CARD 64 GB	\$40.67	1	\$40.67
Wisenet Q network outdoor vandal bullet camera, 2MP @ 30fps	\$389.25	1	\$389.25
IR Bullet camera Back box. (QNO-7030R/7020R/7010R, QNO-7080)	\$36.75	1	\$36.75
SURVEILLANCE CARD 256GB	\$169.12	1	\$169.12
IPCam Pwr Box, 3x at/af & 24Vpsv PoE w/Cu Uplink	\$1,105.36	1	\$1,105.36
Peplink MAX BR1 Mini - LTE - US	\$466.67	1	\$466.67
DIN Rail Bracket for BR1-MINI	\$40.00	1	\$40.00
Multi-Band Diversity/Mimo Antenna, Lte, Wifi & G	\$316.67	1	\$316.67
Cat6 Outdoor Rated	\$0.75	80	\$60.00



Materials

Description	Price	Qty	Ext. Price
Misc Security Installation Materials	\$120.00	1	\$120.00

Subtotal: **\$4,629.93**

Labor

Description	Price	Qty	Ext. Price
Installation Services	\$1,920.00	1	\$1,920.00
Programming Services	\$640.00	1	\$640.00
Electrical Contractor to provide 24/7 power to Minuteman's IPCAM box.	\$1,600.00	1	\$1,600.00

Subtotal: **\$4,160.00**

Oak Brook - Tuscan Woods Subdivision



Prepared by:

Vaxtor, N.A.

Shawn O'Connell
3314549656
soconnell@minutemanst.com

Prepared for:

Oak Brook Police Department

1200 Oak Brook Rd
Oak Brook, IL 60523
Brian Strockis
(630) 368-8710
bstrockis@oak-brook.org

Quote Information:

Quote #: Vax033326

Version: 1
Delivery Date: 08/27/2024
Expiration Date: 09/30/2024

Quote Summary

Description	Amount	
Recurring Services	\$604.00	
Materials	\$4,629.93	
Labor	\$4,160.00	
Total:		\$9,393.93

Recurring Expenses Summary

Description	Amount	
Recurring Services	\$604.00	
Recurring Total:		\$604.00

Payment Terms: Net 30 Days

Vaxtor, N.A.

Oak Brook Police Department

Signature:

Shawn O'Connell

Name:

Shawn O'Connell

Title:

Executive Account Manager

Date:

08/27/2024

Signature:

Name:

Brian Strockis

Date:



Sales Agreement T&C's

Standard

OPERATION: Customer shall be responsible for: (i) properly testing and setting the system on every closing and to properly turn off the system on each opening (if applicable); (ii) testing any detection device, or other electronic equipment designated in the Proposal prior to setting the System for closed periods; (iii) notifying Minuteman promptly if such equipment fails to respond to the test; and (iv) using and operating the System and the equipment properly and in accordance with proper operating procedures (if customer requires Minuteman Security Technologies). Whenever Minuteman employees or authorized representatives are sent to the Covered Premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, Customer agrees to pay an additional service charge at Minuteman's prevailing rate per occurrence.

DELAYS - INTERRUPTION OF SERVICE: Minuteman shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of Minuteman. Minuteman will not be required to furnish service to Customer while such interruption shall continue.

EXCLUSIONS: Services to be provided by Minuteman pursuant to this Agreement do not include:

- Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment for the System as prescribed by Minuteman and/or the manufacturer of any equipment used in the System, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in the Proposal hereto.
- Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from Minuteman's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non-Minuteman equipment and devices not supplied by Minuteman.
- Electrical work external to the equipment or accessories furnished by Minuteman.

ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage during "normal business hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at Minuteman's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without Minuteman's specific permission, nor permit the same by other contractors. Any work performed by Minuteman to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at Minuteman's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of Minuteman shall be corrected by Minuteman and paid for by Customer in accordance with Minuteman's prevailing rates.

Minuteman shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

LIQUIDATED DAMAGES - MINUTEMAN'S LIMITS OF LIABILITY: Customer understands that Minuteman is not an insurer; that Customer is responsible for obtaining insurance for such reasons or purposes, including theft and vandalism, and in such amounts, as Customer shall

Sales Agreement T&C's

determine. Customer further understands and agrees that the sums payable hereunder to Minuteman are based upon the value of services offered and equipment value provided and such sums are not related to the value of property belonging to Customer or to others located on the Covered Premises. Customer does not and shall not seek indemnity under this Agreement from Minuteman, and specifically waives any rights for indemnity for any damages or losses caused by hazards to customers, invitees, guests, or property of customer or third parties. Customer understands and agrees that the System and the services to be supplied hereunder are designed to detect security breaches, and that MINUTEMAN MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEM OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM. Customer agrees that Minuteman shall not be liable to Customer, its employees, agents or guests, or to any third party, for any losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed upon Minuteman under this Agreement or by negligent acts or omissions of Minuteman, its agents or employees. In all events, it is further agreed that if Minuteman should become liable for any losses or damages for any reason having to do with this Agreement, Minuteman's total liability to Customer shall be limited \$250., which sum the Customer agrees is reasonable. The payment of this amount shall be Minuteman's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer.

INDEMNIFICATION: Each party shall indemnify and hold harmless the other, their trustees, officers, professional staff, employees and agents from and against any loss, damage, claim or liability, including reasonable attorneys' fees (collectively "liabilities"), arising out of the performance of this Agreement to the extent that such liabilities arise from the acts or omissions, negligence, gross or reckless misconduct, or intentional wrongdoing of the indemnifying party, its trustees, officers, professional staff, employees or agents.

WARRANTY: Minuteman Security Technologies, Inc. Full One Year Limited Warranty:

- **What is Covered:** This warranty covers any defects in materials or workmanship, including installation, with the exceptions stated below.
- **How Long Coverage Lasts:** This warranty runs for one year from the date your system was installed and accepted.
- **What Is Not Covered:** This warranty does not cover intentional or un-intentional misuse or of any of the system components or software. The warranty does not cover damage as a result of acts of god (lighting, floods, storms, etc...) or electric surge.
- **What Minuteman Will Do:** Minuteman will repair any part of the system that is proved to be defective in materials or workmanship. In the event repair is not possible on certain system components, Minuteman will replace said component with similar specification and price.
- **How To Get Service:** Contact our service department at your nearest service center. A service representative will review your system and take any necessary action to correct problems covered by this warranty.
- **How State Law Applies:** This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Turnkey Installation

THIS QUOTE INCLUDE: Only the items and quantities of devices listed on this quotation. The design is pending approval of authorities having jurisdiction where approval is required. Pre-installation rough-in followed by one site visit for final connection of head-end w/ training if needed and all required testing to be performed during the same visit. Acceptance and testing documentation (when applicable). For alarm systems with a key lock box, if shown on plans the least expensive lock box will be provided unless specified otherwise. Work is to be performed during the hours of 8:00 AM and 4:30 PM. We may choose to make a network connection in the building to facilitate commissioning and service remotely.

THIS QUOTE DOES NOT INCLUDE: Multiple site visits for phased projects unless it was specifically advised of the phasing schedule prior to providing this quote. Permits, licenses, sales tax, or shipping costs to the customer unless each is specifically listed. Third party approvals or third-party testing or inspections unless specifically listed. Return visits if other trades could not be coordinated to be present during our

Sales Agreement T&C's

original site visit. Labeling of devices, controls or any required signs unless specifically listed on the quote. Unforeseen existing conditions that were not brought to our attention prior to the quote.

IT IS THE CUSTOMER'S RESPONSIBILITY TO: Provide a revised equipment count if the quantities shown are incorrect. Provide a minimum of FIVE business days to schedule. Provide a clean and safe working environment that complies with all OSHA rules and standards. Provide a safe and secure, climate-controlled storage area for tools and the equipment being installed. Provide labeling and any required signs. Provide trash receptacles and pay for all trash removal unless trash removal is specifically listed. Cutting, patching, and painting of any areas affected by the installation unless each of these functions are specifically listed on the quote. If there is a custom annunciator/map or custom control panel, etc. then AutoCAD files must be provided to work from. To pay additional travel and labor costs for any additional unplanned site-visits.

Escalation Clause

TC-Escalation Clause

Due to recent market volatility and ongoing supply chain issues, Minuteman is incorporating the following clause into all proposals and maintenance contracts:

Through no fault of Minuteman, In the event of a delay in product availability or price increase of materials procured by any manufacture and/or distributor, the contract sum, time of completion, or contract requirements shall be adjusted by a change order in accordance with the procedures of the Contract Documents. A change in price of any item of material from our manufactures or distributors will be considered between the date of this contract and the date of installation. Issuance of a purchase order or signed proposal constitutes acceptance of this clause.



We have prepared a quote for you

Oak Brook - Briarwood Lakes Subdivision

Quote # 032930
Version 1

Prepared for:

Oak Brook Police Department

Brian Strockis
bstrockis@oak-brook.org

Scope of Work

Scope:

Briarwood Lakes subdivision in Oak Brook would like to have an LPR & Overview cameras installed to capture all plates and activity as vehicles enter the Briarwood Lakes Subdivision.

Briarwood Lakes - Entry Cameras Only (No exit cameras)

- (1) LPR camera will be mounted on the guard house to capture license plates as they enter the Briarwood Lakes subdivision.
- (1) Overview camera will be mounted on the guard house to provide a general overview of the scene at the guard house entry only.
- (1) IPCAM box will be installed inside the guard shack. A 110V outlet will be required, this is not in our scope to provide.
- Cameras will transmit all LPR reads and Video data via cell modem
- Oak Brook to provide (1) sim card and (1) cellular data plan

Minuteman assumes the following will be provided and/or installed by others:

- 110VAC as needed inside guard house
- (1) Sim card and (1) cellular data plan

Minuteman assumes:

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

Customer Supplied Connections:

- A high-speed internet connection with a static IP address must be provided by the customer at the head-end location for remote access.
- A network connection must be provided at each specified location. An IP address may also be required.

Existing Devices:

- This proposal assumes that any & all existing conduit, wire, devices & hardware to be used are in satisfactory condition and meet minimum requirements.
- Replacement, repairs and or changes to equipment will require change order authorization by both the customer & Minuteman Security Technologies, Inc.

Payment Info:

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

Recurring Services

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
1 Year Unity Subscription for Vaxtor Camera	\$500.00	\$500.00	1	\$500.00	\$500.00
Peplink PrimeCare - 1-Year	\$79.00	\$79.00	1	\$79.00	\$79.00

Recurring Subtotal: **\$579.00**

Subtotal: **\$579.00**

Materials

Description	Price	Qty	Ext. Price
Head End Equipment & Software			
VaxALPR LPR Only on Camera License	\$750.00	1	\$750.00
VaxALPR MMC & V-Class Extension on Camera License	\$200.00	1	\$200.00
Field Devices			
P1465-LE IP66/IP67 NEMA	\$833.24	1	\$833.24
AXIS Surveillance Card 64 GB is a high endurance m	\$40.67	1	\$40.67
Q-Series 5MP AI IR Mini Vandal Dome Camera 3.0mm Fixed Lens,	\$411.75	1	\$411.75
BACK BOX FOR DOME CAMERAS	\$36.75	1	\$36.75
AXIS Surveillance Card 256 GB is a high endurance	\$169.12	1	\$169.12
IPCam Pwr Box, 3x at/af & 24Vpsv PoE w/Cu Uplink	\$1,105.36	1	\$1,105.36
Peplink MAX BR1 Mini - LTE - US	\$466.67	1	\$466.67
DIN Rail Bracket for BR1-MINI	\$40.00	1	\$40.00
Multi-Band Diversity/Mimo Antenna, Lte, Wifi & G	\$316.67	1	\$316.67
Misc Security Installation Materials	\$150.00	1	\$150.00

Subtotal: **\$4,520.23**

Labor

Description	Price	Qty	Ext. Price
Installation Services	\$1,920.00	1	\$1,920.00

Labor

Description	Price	Qty	Ext. Price
Programming Services	\$640.00	1	\$640.00

Subtotal: \$2,560.00

Oak Brook - Briarwood Lakes Subdivision



Prepared by:

Illinois

Shawn O'Connell
3314549656
soconnell@minutemanst.com

Prepared for:

Oak Brook Police Department

1200 Oak Brook Rd
Oak Brook, IL 60523
Brian Strockis
(630) 368-8710
bstrockis@oak-brook.org

Quote Information:

Quote #: 032930

Version: 1
Delivery Date: 08/27/2024
Expiration Date: 09/30/2024

Quote Summary

Description	Amount	
Recurring Services	\$579.00	
Materials	\$4,520.23	
Labor	\$2,560.00	
Total:		\$7,659.23

Recurring Expenses Summary

Description	Amount	
Recurring Services	\$579.00	
Recurring Total:		\$579.00

Payment Terms: Net 30 Days

Illinois

Oak Brook Police Department

Signature:

Shawn O'Connell

Name:

Shawn O'Connell

Title:

Executive Account Manager

Date:

08/27/2024

Signature:

Name:

Brian Strockis

Date:

Sales Agreement T&C's

Standard

OPERATION: Customer shall be responsible for: (i) properly testing and setting the system on every closing and to properly turn off the system on each opening (if applicable); (ii) testing any detection device, or other electronic equipment designated in the Proposal prior to setting the System for closed periods; (iii) notifying Minuteman promptly if such equipment fails to respond to the test; and (iv) using and operating the System and the equipment properly and in accordance with proper operating procedures (if customer requires Minuteman Security Technologies). Whenever Minuteman employees or authorized representatives are sent to the Covered Premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, Customer agrees to pay an additional service charge at Minuteman's prevailing rate per occurrence.

DELAYS - INTERRUPTION OF SERVICE: Minuteman shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of Minuteman. Minuteman will not be required to furnish service to Customer while such interruption shall continue.

EXCLUSIONS: Services to be provided by Minuteman pursuant to this Agreement do not include:

- Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment for the System as prescribed by Minuteman and/or the manufacturer of any equipment used in the System, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in the Proposal hereto.
- Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from Minuteman's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non-Minuteman equipment and devices not supplied by Minuteman.
- Electrical work external to the equipment or accessories furnished by Minuteman.

ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage during "normal business hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at Minuteman's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without Minuteman's specific permission, nor permit the same by other contractors. Any work performed by Minuteman to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at Minuteman's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of Minuteman shall be corrected by Minuteman and paid for by Customer in accordance with Minuteman's prevailing rates.

Minuteman shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

LIQUIDATED DAMAGES - MINUTEMAN'S LIMITS OF LIABILITY: Customer understands that Minuteman is not an insurer; that Customer is responsible for obtaining insurance for such reasons or purposes, including theft and vandalism, and in such amounts, as Customer shall

Sales Agreement T&C's

determine. Customer further understands and agrees that the sums payable hereunder to Minuteman are based upon the value of services offered and equipment value provided and such sums are not related to the value of property belonging to Customer or to others located on the Covered Premises. Customer does not and shall not seek indemnity under this Agreement from Minuteman, and specifically waives any rights for indemnity for any damages or losses caused by hazards to customers, invitees, guests, or property of customer or third parties. Customer understands and agrees that the System and the services to be supplied hereunder are designed to detect security breaches, and that MINUTEMAN MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEM OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM. Customer agrees that Minuteman shall not be liable to Customer, its employees, agents or guests, or to any third party, for any losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed upon Minuteman under this Agreement or by negligent acts or omissions of Minuteman, its agents or employees. In all events, it is further agreed that if Minuteman should become liable for any losses or damages for any reason having to do with this Agreement, Minuteman's total liability to Customer shall be limited \$250., which sum the Customer agrees is reasonable. The payment of this amount shall be Minuteman's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer.

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WARRANTY: Minuteman Security Technologies, Inc. Full One Year Limited Warranty:

- **What is Covered:** This warranty covers any defects in materials or workmanship, including installation, with the exceptions stated below.
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- **How To Get Service:** Contact our service department at your nearest service center. A service representative will review your system and take any necessary action to correct problems covered by this warranty.
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Sales Agreement T&C's

original site visit. Labeling of devices, controls or any required signs unless specifically listed on the quote. Unforeseen existing conditions that were not brought to our attention prior to the quote.

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Escalation Clause

TC-Escalation Clause

Due to recent market volatility and ongoing supply chain issues, Minuteman is incorporating the following clause into all proposals and maintenance contracts:

Through no fault of Minuteman, In the event of a delay in product availability or price increase of materials procured by any manufacture and/or distributor, the contract sum, time of completion, or contract requirements shall be adjusted by a change order in accordance with the procedures of the Contract Documents. A change in price of any item of material from our manufactures or distributors will be considered between the date of this contract and the date of installation. Issuance of a purchase order or signed proposal constitutes acceptance of this clause.



ITEM 9.A.8.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
September 10, 2024

SUBJECT: Award of Contract - License Plate Recognition FLOCK cameras at the Shops of Oak Brook

FROM: Brian Strockis, Chief of Police

BUDGET SOURCE/BUDGET IMPACT: Account: 153-90100 in the amount of \$37,100.00

RECOMMENDED MOTION: I move to approve Resolution R-2235 authorizing the purchase of three License Plate Recognition (LPR) cameras and three over watch cameras from FLOCK to be installed at the three entrances to The Shops of Oak Brook, located at 2155 W. 22nd Street, and further authorizing the Village Manager to sign the two-year maintenance and database access agreements.

Background/History:

The Village of Oak Brook has a vast LPR network utilizing our main LPR vendor, Minuteman. Oak Brook also has four Vigilant LPR's and currently has one FLOCK LPR located at the Overlook. Many surrounding jurisdictions have FLOCK LPR's that are integrated into our FUSUS platform and alert Oak Brook officers of stolen and "hot listed" vehicles entering our jurisdiction. It is extremely beneficial to have multiple LPR vendors as we have access to all of their platforms for real-time alerts as well as investigative purposes. FLOCK has the most robust investigative LPR database as it's the largest LPR Vendor. Starting in 2025, FLOCK is initiating a minimum yearly recurring cost per agency of \$18,000.00 to access their platform. This purchase, along with our current FLOCK LPR meets the minimum yearly threshold to maintain access to FLOCK.

The Police Department researched and obtained a grant from the Attorney General's Organized Retail Crime Grant Program. The grant funds obtained totaled \$142,500.00 (FY 2025, Grant 25-01700ORC) of which \$100,000.00 was specifically allocated for contractual equipment. These funds need to be expended by June 30, 2025 to meet grant requirements. Grant funding will pay for this project with two years of recurring fees after installation. The remaining grant funds totaling \$62,900 will assist in funding the 2025 AXON payment.

Recommendation:

Staff recommends approval from the Village Board to purchase three FLOCK LPR's and three overwatch cameras with installation and subscription fees for a total not to exceed \$37,100.00.

Attachments:

1. 2024-PD-LPR-SHOPS-R-2235
2. LPRFlockInstallShopsofOBContract

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2024-PD-LPR-SHOPS-R-2235

A RESOLUTION
APPROVING AND AUTHORIZING
THE PURCHASE OF THREE LICENSE PLATE RECOGNITION
CAMERAS AND THREE OVERWATCH CAMERAS FOR THE
SHOPS OF OAK BROOK AND THE EXECUTION OF RELATED
DATABASE AND MAINTENANCE AGREEMENTS

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 10th day of September 2024

RESOLUTION NO. 2024-PD-LPR-SHOPS-R-2235

A RESOLUTION
APPROVING AND AUTHORIZING
THE PURCHASE OF THREE LICENSE PLATE RECOGNITION CAMERAS AND THREE
OVERWATCH CAMERAS FOR THE SHOPS OF OAK BROOK AND THE EXECUTION OF
RELATED DATABASE AND MAINTENANCE AGREEMENTS

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

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

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

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

WHEREAS, FLOCK (hereinafter referred to as "Company") is an enterprise security system technologies developer and service company with the most robust investigative LPR database;

WHEREAS, the Police Department researched and obtained a grant from the Attorney General's Organized Retail Crime Grant Program totaling \$142,500.00 (FY 2025, Grant 25-01700ORC) of which \$100,000.00 was specifically allocated for new equipment;

WHEREAS, Company has prepared and submitted a proposal covering the purchase and maintenance of License Plate Recognition (LPR) cameras, overwatch cameras, the initial installation, and licensing costs to cover three separate entrances to The Shops of Oak Brook located at 2155 W. 22nd Street, Oak Brook, Illinois in the sum not-to-exceed \$37,100.00 (the "Agreement"), a copy of which is attached hereto and incorporated herein as Exhibit A;

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

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

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

Section One – Recitals

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

Section Two – Approval

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

Section Three – Authorization and Direction

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six – Waiver of Bidding Process

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

Section Seven - Acts of Village Officials

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

Section Eight – Effective Date

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

Section Nine - Publication

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

Section Ten – Conflict Clause

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

Section Eleven – Saving Clause

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

Section Twelve – Recording

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

PASSED THIS 10th day of September 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 10th day of September 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Agreement]



REVIEW OF CONTRACTS

Awarding Agency:

VOB

Department:

Police

Type of Contract:

Prof. Svs.

Program/Account Number:

153-90100

Awarded Contract Price:

\$37,100.00 (2yr. Agmt.)

Budgeted Amount:

\$37,100.00

CONTRACT AMOUNT

☐ Up To \$20,000

☐ \$500,001 - \$1,000,000

☒ \$20,000 - \$500,000

☐ Over \$1,000,000

NOTES

Installation of Flock License Plate Recognition Cameras at the Shops of Oak Brook

DEPARTMENT DIRECTOR SIGNATURE

Name:

[Signature]

Date:

9/3/24

INITIAL REVIEWING ATTORNEY SIGNATURE

Name:

[Signature]

Date:

9/3/24

APPROVED BY VILLAGE MANAGER

Name:

[Signature]

Date:

9/4/24

FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name:

[Signature]

Date:

9/3/24

☐ Three (3) Originals signed by other party

Date/Initials _____

☐ Original provided to staff member for other party

Date/Initials _____

☐ Original provided to Official Files

Date/Initials _____

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

VILLAGE OF OAK BROOK

CONTRACT FOR THE

INSTALLATION OF FLOCK LICENSE PLATE RECOGNITION CAMERAS AT THE SHOPS OF OAK BROOK

Full Name of Contractor: Flock Group, Inc. ("**Contractor**")

Principal Office Address: 1170 Howell Road, Suite 210, Atlanta, Georgia, 30318

Contact Person: Dan Murdock Telephone Number: (312) 415-3858

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

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

1. Work

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

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

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

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

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

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

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

2. Contract Price

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

A. SCHEDULE OF PRICES

For providing, performing, and completing all Work, the Not-To-Exceed Contract Price of **\$37,100.00**:

Flock LPR Install at the Shops of Oak Brook	Amount
Year 1	\$19,850.00
Year 2	\$17,250.00
Contract Total	\$37,100.00

TOTAL 2-YEAR CONTRACT PRICE
(in writing):

Thirty-Seven Thousand One Hundred Dollars Only

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

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

the Work are included in the Schedule of Prices.

C. TIME OF PAYMENT

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

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

3. Contract Term

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

4. No Automatic Renewal

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

5. Financial Assurance

A. Bonds. If the total construction contract cost is **\$20,000.00** or more, the Contractor acknowledges and

agrees that Contractor shall provide a Performance Bond, on forms provided by, or otherwise acceptable to, the Village, from a surety company acceptable to the Village, each in the penal sum of the Contract Price, within 10 days following the Village's acceptance of this Contract.

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

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

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

6. Firm Proposal

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

7. Contractor's Representations and Warranties

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

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

to any other warranties expressed or implied by law, which are hereby reserved unto the Village.

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

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

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

8. Acknowledgements

In submitting this Contract, Contractor acknowledges and agrees that:

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

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

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

D. Time. Time is of the essence in the performance of all terms and provisions of this Contract and, except where stated otherwise, references in this Contract to

days shall be construed to refer to calendar days and time.

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

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

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

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

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

J. Certified Payrolls. Contractor shall, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5, submit to the Department of Labor on a monthly basis, a certified payroll. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor

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

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

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

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

N. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential

Information and shall not disclose or use such Confidential Information without the express prior written consent of the Village. The Consultant shall use reasonable measures, at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement

before obtaining access to Confidential Information.

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

VILLAGE OF OAK BROOK, an Illinois municipal corporation

ATTEST:

By: _____
Netasha Scarpiniti, Village Clerk

By: _____
Greg Summers, Village Manager

ATTEST:

FLOCK GROUP, INC.

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT A

**(ORDER FORM SUBMITTED BY FLOCK GROUP, INC. FOR THE LPR CAMERAS INSTALLATION
PROJECT AT THE SHOPS OF OAK BROOK)**

EXHIBIT B
(INSURANCE REQUIREMENTS)

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

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

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

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

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

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

D. General Liability and Automobile Liability Coverage -

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

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

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

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail has

been given to the Village. Each insurance policy shall name the Village, its officers, officials and employees, volunteers, and agents as additional Insureds. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

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

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

Flock Safety + IL - Oak Brook PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Dan Murdock
dan.murdock@flocksafety.com
3124153858

flock safety

flock safety

ORDER FORM

This order form ("Order Form") hereby incorporates and includes the terms of the previously executed agreement (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "Effective Date")

Customer: IL - Oak Brook PD
 Legal Entity Name: IL - Oak Brook PD
 Accounts Payable Email: bstrockis@oak-brook.org
 Address: 1200 Oak Brook Rd Oak Brook, Illinois
 60523

Initial Term: 24 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$17,250.00
Flock Safety Bundles			
Flock Safety Solar Multi-Purpose LPR and Video Fixed w/ LTE Service	Included	2	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	1	Included
Flock Safety Video Products			
Solar Power Boost	Included	1	Included
Solar Conдор™ Fixed	Included	1	Included
Solar Power Boost	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	1	\$650.00
Professional Services - Bundle Implementation Fee	\$900.00	2	\$1,800.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	1	\$150.00
		Subtotal Year 1:	\$19,850.00
		Annual Recurring Subtotal:	\$17,250.00
		Estimated Tax:	\$0.00
		Contract Total:	\$37,100.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$19,850.00
Annual Recurring after Year 1	\$17,250.00
Contract Total	\$37,100.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
One-Time Fees	Service Description	
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.	
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.	
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.	

FlockOS Features & Description

FlockOS Features	Description
------------------	-------------

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: IL - Oak Brook PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____



ITEM 9.A.9.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
September 10, 2024

SUBJECT: Purchase of five Starchase vehicle mounted launcher systems

FROM: Brian Strockis, Chief of Police
Rania Serences, Purchasing and Budgeting Coordinator

BUDGET SOURCE/BUDGET IMPACT: Account 621-90200 in the amount of \$40,000.00

RECOMMENDED MOTION: I move to approve Resolution R-2226, A Resolution authorizing the purchase of five Starchase vehicle mounted launcher systems with installation and subscription fees, for a total not to exceed \$40,000.00.

Background/History:

The Police Department researched and obtained a grant from the Attorney General's Organized Retail Crime Grant Program. The grant funds obtained totaled \$142,500.00 (FY 2025, Grant 25-01700ORC) of which \$40,000.00 was specifically allocated for new equipment. These funds need to be expended by June 30, 2025 to meet grant requirements.

The police department currently has seven Starchase vehicle mounted launcher systems and two Starchase handheld launcher systems. This purchase will complete the outfitting of our entire marked squad fleet with Starchase.

This technology has proven effective in the apprehension of suspects fleeing in motor vehicles. Starchase is not only an effective tool in the apprehension of fleeing suspects, but it is also an excellent pursuit mitigation tool. The police department had nineteen vehicle pursuits in 2022, thirty in 2023 and thirty-eight through the first two quarters of 2024. When successfully deployed, Starchase technology allows officers to safely track a vehicle from a distance, reducing the risk of vehicle pursuits.

Recommendation:

Staff recommends that the Village Board approve the purchase five Starchase vehicle mounted launcher systems with installation and subscription fees for a total not to exceed \$40,000.00, pending final attorney review and Village Manager signature.

Attachments:

1. Oak Brook PD 8.28.2024
2. StarChase2024-PD-PO-GPS-R-2226 (2)



PO Box 10057, Virginia Beach, VA 23450

Quote# 2170
Valid Until: Nov 28, 2024

Date: August 28, 2024

Sales Representative: Tarra Mendes
Phone:830-402-3037
Email:tmendes@starchase.com

Bill To :
Oak Brook Police Department
Jason Wood
1200 Oak Brook Road
Oak Brook,Illinois
60523
United States

Ship To :
Oak Brook Police Department
1200 Oak Brook Road
Oak Brook,Illinois
60523
United States

Product Code	Product Description	Qty.	MSRP	Extended Price	Total
90010300	GUARDIAN - VX (1) Vehicle Mounted Launcher System - Black, (1) Interior Console, (1) Remote Key Fob and 12 Month Limited Manufacturer Warranty (labor not included).	5	\$ 5,990.00	\$ 5,990.00	\$ 29,950.00
23-SC-TSP-T1	GUARDIAN - VX Total Solution Package: 12 Months Unlimited Subscription GPS Live Tracking Projectiles, CoreView Mapping, Data and User Access. Note: Applies to Annual Subscription Renewal.	5	\$ 1,500.00	\$ 1,500.00	\$ 7,500.00
70010029	Training Tag (Each).	60	\$ 42.00	\$ 42.00	\$ 2,520.00
				Subtotal:	\$ 39,970.00
				Shipping & Handling :	\$ 30.00
				Tax :	

Customer Name:_____

Signature:_____

PO Number:_____

Grand Total	product term and conditions,please Click Here \$ 40,000.00
--------------------	---

To Review and download a copy of our

Date:_____

Special Notes:

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2024-PD-PO-GPS-R-2226

A RESOLUTION
APPROVING AND AUTHORIZING
THE PURCHASE OF STARCHASE VEHICLE MOUNTED
LAUNCHER SYSTEMS

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 10th day of September 2024

RESOLUTION NO. 2024-PD-PO-GPS-R-2226

A RESOLUTION
APPROVING AND AUTHORIZING
THE PURCHASE OF STARCHASE VEHICLE MOUNTED LAUNCHER SYSTEMS

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

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

WHEREAS, the Police Department obtained a grant from the Attorney General's Organized Retail Crime Grant Program, of which \$100,000.00 was specifically allocated for new equipment that must be expended by June 30, 2025 to meet Grant requirements;

WHEREAS, the Police Department currently has seven Starchase vehicle mounted launcher systems and two Starchase handheld launcher systems which has proven effective in the apprehension of suspects fleeing in motor vehicles and found to be a useful pursuit mitigation tool;

WHEREAS, Starchase (hereinafter referred to as "Company") has prepared and submitted a proposal covering the purchase of five Starchase vehicle mounted launcher systems inclusive of the installation, and subscription fees (the "Agreement"), a copy of which is attached hereto and incorporated herein as Exhibit A;

WHEREAS, Staff recommends approval from the Corporate Authorities to purchase the Starchase vehicle mounted launcher systems from Company for the reasons provided for herein;

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

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

Section One – Recitals

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

Section Two – Approval

The Corporate Authorities hereby approves the Agreement for the purchase of five Starchase vehicle mounted launcher systems inclusive of the installation, and subscription fees in the sum not-to-exceed \$40,000.00, and substantially in the form attached hereto and made a part hereof as Exhibit A.

Section Three – Authorization and Direction

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six – Waiver of Bidding Process

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

Section Seven - Acts of Village Officials

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

Section Eight – Effective Date

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

Section Nine - Publication

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

Section Ten – Conflict Clause

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

Section Eleven – Saving Clause

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

Section Twelve – Recording

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

PASSED THIS 10th day of September 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 10th day of September 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Agreement]



ITEM 9.A.10.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
September 10, 2024

SUBJECT: Class D Liquor License for Michael Jordan's Steak House

FROM: Netasha Scarpiniti, Clerk

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to approve Ordinance G-1258, "An Ordinance Amending Title 4, Chapter 1, Section 8A of the Village Code of the Village of Oak Brook, Illinois by Increasing by One to Seven the Number of Authorized Class D Liquor Licenses".

Background/History:

Village Code requires that any changes in the number of liquor licenses being held in the Village of Oak Brook must be passed by ordinance.

Michael Jordan's Restaurant has been doing business in Oak Brook since 2017 and currently holds a Class A-1 and a Class B Liquor License. They are interested in expanding their operation to include catering and have therefore applied for a Class D License.

Michael Jordan's corporate entity, Jump Higher - Oakbrook, LLC has submitted the necessary application and has paid the applicable fees.

Recommendation:

Staff recommends that the Village Board approve Ordinance G-1258, increasing the number of Class D Liquor Licenses by one to seven to allow for the addition of Michael Jordan's Steakhouse.

Attachments:

1. Ordinance-LC-AL-G-1258 - Increase D for Michael Jordans

THE VILLAGE OF OAK BROOK

COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE

2024-LC-AL-G-1258

AN ORDINANCE AMENDING THE VILLAGE OF OAK BROOK
CODE OF ORDINANCES, AS AMENDED, TITLE 4
(BUSINESS AND LICENSE REGULATIONS), CHAPTER 1
(LIQUOR CONTROL), SECTION 8A (FEES AND NUMBER OF
LICENSES AUTHORIZED) TO INCREASE THE NUMBER OF
AUTHORIZED CLASS D LIQUOR LICENSES BY ONE TO
SEVEN FOR MICHAEL JORDAN'S STEAKHOUSE.

1225 WEST 22ND ST., OAK BROOK, IL

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

NAVEEN JAIN
MICHAEL MANZO
MELISSA MARTIN
JAMES NAGLE
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 10th day of September 2024

ORDINANCE 2024-LC-AL-G-1258

AN ORDINANCE AMENDING THE VILLAGE OF OAK BROOK CODE OF ORDINANCES, AS AMENDED, TITLE 4 (BUSINESS AND LICENSE REGULATIONS), CHAPTER 1 (LIQUOR CONTROL), SECTION 8A (FEES AND NUMBER OF LICENSES AUTHORIZED) TO INCREASE THE NUMBER OF AUTHORIZED CLASS D LIQUOR LICENSES BY ONE TO SEVEN MICHAEL JORDAN'S STEAK HOUSE .

1225 WEST 22ND STREET, OAK BROOK, IL 60523

WHEREAS, the Village of Oak Brook (hereinafter referred to as the "Village") is an Illinois Municipal Corporation organized pursuant to the laws of the State of Illinois;

WHEREAS, the Village has in full force and effect a codified set of ordinances which are of a general and permanent nature, which said codified set is known and designated as the Village Code of the Village of Oak Brook, as amended;

WHEREAS, Title 4 (Business And License Regulations), Chapter 1 (Liquor Control), Section 8a (Fees And Number Of Licenses Authorized) of the Village Code of the Village of Oak Brook authorizes certain numbers of liquor licenses and the number of such licenses issued for each class of license may be increased or decreased from time to time by ordinance approved by the Village President and Village Board of Trustees (collectively the "Corporate Authorities") due to changes in ownership of licensed premises, the creation of a new and deserving business enterprise, or the abandonment, revocation, surrender or other termination of an existing license; and

WHEREAS, the Corporate Authorities deem it advisable and in the best interest and in furtherance of the general welfare of the citizens of the Village that the Village Code of the Village of Oak Brook be amended to increase the number of authorized Class D Liquor Licenses by One to Seven.

Michael Jordan's Steak House 1225 West 22nd St., Oak Brook, IL 60523

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK BROOK, DU PAGE AND COOK COUNTIES, ILLINOIS as follows:

Section 1: The Corporate Authorities hereby find that all the recitals hereinbefore stated as contained in the preamble to this ordinance are full, true, and correct and do hereby, by reference, incorporate and make them part of this ordinance as legislative findings.

Section 2: That Section 8A of Chapter 1 (Liquor Control) of Title 4 (Business and License Regulations) (4-1-8A) of the Village Code of the Village of Oak Brook, Illinois be amended pursuant to the following table:

Class Of License	Application Fee	Annual License Fee	Number Issued
A-1	\$2,000.00	\$2,750.00	43
A-2	2,000.00	2,750.00	0
A-3	2,000.00	2,750.00	1
A-4	2,000.00	2,750.00	1
A-5	2,000.00	2,750.00	1
A-6	2,000.00	2,750.00	1
B	2,000.00	2,750.00	20
C	2,000.00	2,200.00	1
D	2,000.00	2,200.00	6 <u>7</u>

E	2,000.00	4,950.00	7
F	No Fee	\$50 per event	Not Applicable
G	No Fee	No Fee	1
H	No Fee	No Fee	1
I	2,000.00	2,750.00	2
J	2,000.00	500.00	0
K	2,000.00	2,750.00	0
L	2,000.00	2,750.00	1
M	----	500.00	3
N	2,000.00	2,750.00	1
O	2,000.00	2,750.00	1
P	2,000.00	2,750.00	1

Additions are bold and double-underlined: ~~deletions are struck through.~~

Section 3: The title, chapter(s), and section(s) adopted by this Ordinance shall be numbered and placed in an appropriate title, chapter(s), and section(s) when and during the codification of the Oak Brook Municipal Code.

Section 4: This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Section 5: This Ordinance shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section 6: That all ordinances or parts of ordinances in conflict with the terms of this Ordinance shall be repealed to the extent of said conflict.

Section 7: If any section, paragraph, clause, or provision of this Ordinance is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of the remaining provisions of the Village's Municipal Code, which are hereby declared to be separable.

Section 8: This Ordinance shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Oak Brook.

[Remainder of Page Intentionally left blank; Roll Call to follow]

APPROVED THIS 10th day of September 2024.

Laurence E. Herman
Village President

PASSED THIS 10th day of September 2024.

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Netasha Scarpiniti
Village Clerk