



# 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, January 23, 2024  
7:00 PM

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

1. CALL TO ORDER

2. ROLL CALL

3. PRESIDENT’S OPENING COMMENTS

4. PUBLIC COMMENTS

5. APPROVAL OF MINUTES

A. Regular Board of Trustees Meeting of January 09, 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: January 17, 2024 - \$1,507,863.03 Herman/Martin

1. LEGAL SERVICES:

TOTAL LEGAL BUDGET FOR 2023 IS \$616,500.00

TOTAL LEGAL BILLS PAID FOR 2023 - YTD - \$ 264,619.36

a) Marquardt & Belmonte, P.C. - Legal Services - December 2023 -  
\$341.00 (FY23 YTD - \$3,903.00)

2. Dupage Water Commission - December 2023 - \$320,753.51

3. BCBSIL - Health Care Services - January 2024 - \$222,273.35

4. Michael Reiss - Bond Refund - 8 Robin Hood Ranch - \$20,540.00

5. HFS Bureau of Fiscal Operations - GEMT - Refund GEMT Quarters 3

& 4 of 2022 and Quarters 1 & 2 of 2023 - \$488,247.70

6. Winkler Tree & Lawn Care - Pruning Services - Municipal Contract - Inv. #25705 - \$57,597.50
7. JLJ Contracting, Inc. - Oak Brook Club Multiple Permit Refund - \$26,964.90
8. BLA, Inc. - Briarwood Lakes Watermain Improvements Project, Inv. #2328-4 - \$28,175.50
9. DuPage Convention & Visitor Bureau - 4th Quarter 2023 - 25% of 1% - \$35,388.29

TOTAL DUPAGE CONVENTION & VISITORS BUREAU BUDGET  
FOR 2023 – \$664,595.00

TOTAL PAID FOR 2023 - \$131,467.40

- B. Approval of Payroll Paydate: January 11, 2024 - \$877,646.10 Herman/Martin
- C. Authorization to Seek Bids or Proposals or Negotiate Contracts:
  1. Briarwood Water Main Replacement Project Jain/Tiesenga
  2. Traffic Control and Street Lighting System Maintenance Jain/Tiesenga
- D. Ordinances & Resolutions
  1. ORDINANCE S-1688, An Ordinance Granting Variation from Provisions of Section 13-11-10.E.4 of Title 13 ("Zoning Regulations") of the Village Code of the Village of Oak Brook for a Wall Sign at the Property Located at 1211 22nd Street in the Village of Oak Brook, Illinois Manzo/Tiesenga

7. ITEMS REMOVED FROM CONSENT AGENDA

8. ACTIVE BUSINESS

- A. Ordinances & Resolutions
  1. RESOLUTION R-2170, A Resolution Awarding a Professional Engineering Services Agreement for the Village's Stormwater Management Master Plan to Baxter and Woodman, Inc. Jain/Tiesenga
  2. RESOLUTION R-2171, A Resolution Awarding A Professional Design and Construction Engineering Services Agreement for the 2024 Streets Improvement Project to Thomas Engineering Group Jain/Tiesenga
  3. RESOLUTION R-2172, A Resolution Endorsing the Legislative Action Program of the DuPage Mayors and Managers Conference for the 2024 Legislative Session Herman/Martin
  4. RESOLUTION R-2173, A Resolution to Waive Competitive Bidding and Approve the Agreement Renewal for Geographic Information System Services with Municipal GIS Partners, Inc. Jain/Martin



5. RESOLUTION R-2175, A Resolution Approving and Authorizing a Multi-Year Contract for DACRA Services Manzo/Reddy
6. ORDINANCE G-1249, An Ordinance Amending Chapter 2, of Title 12, Entitled, "Recreational Facilities" of the Village Code of the Village of Oak Brook, Illinois Manzo/Martin
7. ORDINANCE G-1248, 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 A-1 Liquor Licenses By One to Forty-Five and Class D Liquor Licenses By One to Six For Chic Chef. and Decrease By One the Number of Class A-1 Liquor Licenses To Forty-Four Due To The Closing Of McCormick And Schmick's 3001 Butterfield Rd. Chic Chef, 800 Oak Brook Rd, Oak Brook, Il 60523 McCormick And Schmick's 3001 Butterfield Herman
8. ORDINANCE S-1689, An Ordinance Authorizing the Sale or Donation or Recycling or Disposal of Certain Items of Personal Property Owned by the Village of Oak Brook Herman/Martin

B. Boards and Commission Recommendations

1. International Association of Lions Club - 300 22nd Street - Zoning Variation for Wall Sign Tiesenga/Manzo

9. BOARD UPDATES

10. ADJOURN TO CLOSED SESSION

For the Purpose of Discussing (1) Minutes of Meetings Lawfully Closed Under This Act, (2) to consider collective negotiating matters between the Village and its employees or their representatives 2(C)(21), 2(C)(2) of the Illinois Open Meetings Act Respectively

11. RECONVENE TO REGULAR BOARD OF TRUSTEES MEETING

12. ACTIVE BUSINESS

A. Ordinances and Resolutions

1. RESOLUTION R-2174, A Resolution Approving and Authorizing the Execution of a Collective Bargaining Agreement Between the Village of Oak Brook and The International Association of Firefighters, Local 4646 Nagle/Jain

13. ADJOURNMENT

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

**Approval for Payroll Paydate: 01/11/24**

|                            |           |                   |
|----------------------------|-----------|-------------------|
| <b>Total Gross Payroll</b> | <b>\$</b> | <b>612,060.96</b> |
|----------------------------|-----------|-------------------|

**Employee Deductions:**

|                                    |    |           |
|------------------------------------|----|-----------|
| Illinois Municipal Retirement Fund | \$ | 13,911.89 |
| Police Pension Fund                | \$ | 17,956.00 |
| Fire Pension Fund                  | \$ | 11,711.20 |
| Federal Tax Withholding            | \$ | 67,867.22 |
| State Tax Withholding              | \$ | 25,633.91 |
| Social Security and Medicare       | \$ | 21,645.51 |
| ICMA/NACO/457                      | \$ | 31,304.04 |
| Court Orders                       | \$ | 2,345.46  |
| Insurance Contributions            | \$ | 20,586.07 |
| Aflac Contributions                | \$ | 1,142.57  |
| Mo Voi Life                        | \$ | 284.60    |
| Police Union Dues                  | \$ | 1,479.00  |
| Fire Union Dues                    | \$ | 1,347.19  |
| Public Works Union Dues            | \$ | 1,128.51  |
| 125-Medical/Dependent Care         | \$ | 2,950.96  |

|                                  |  |                   |
|----------------------------------|--|-------------------|
| <b>Total Employee Deductions</b> |  | <b>221,294.13</b> |
|----------------------------------|--|-------------------|

|                    |           |                   |
|--------------------|-----------|-------------------|
| <b>Net Payroll</b> | <b>\$</b> | <b>390,766.83</b> |
|--------------------|-----------|-------------------|

**Village Expenses:**

|                              |    |           |
|------------------------------|----|-----------|
| Police Pension               | \$ | 75,103.68 |
| Fire Pension                 | \$ | 68,681.47 |
| IMRF Pension                 | \$ | 17,881.90 |
| Insurance Contributions      | \$ | 82,272.58 |
| Social Security and Medicare | \$ | 21,645.51 |

|                               |  |                   |
|-------------------------------|--|-------------------|
| <b>Total Village Expenses</b> |  | <b>265,585.14</b> |
|-------------------------------|--|-------------------|

|                                                            |           |                   |
|------------------------------------------------------------|-----------|-------------------|
| <b>Total Payroll (Gross Payroll plus Village Expenses)</b> | <b>\$</b> | <b>877,646.10</b> |
|------------------------------------------------------------|-----------|-------------------|

Payroll Date: 01/11/24

| Employee Deductions |                 | Pension      | Salary by Pension    | Percent of           |
|---------------------|-----------------|--------------|----------------------|----------------------|
|                     |                 | Deduction    | Plan                 | Pensionable Salary** |
|                     | Police          | \$ 17,956.00 | \$ 181,191.09        | 9.910%               |
|                     | Fire            | 11,711.20    | 123,862.10           | 9.455%               |
|                     | IMRF            | 9,281.26     | 206,249.93           | 4.500%               |
|                     | Non-Pensionable | -            |                      | 0.000%               |
|                     |                 |              | <u>\$ 511,303.12</u> |                      |

| Village Payment into Pensions |        | Village              | Percent of Payroll* | Percent "Match" of what Employee Contributes |
|-------------------------------|--------|----------------------|---------------------|----------------------------------------------|
|                               |        | Contribution         |                     |                                              |
|                               | Police | \$ 75,103.68         | 41.45%              | 418.3%                                       |
|                               | Fire   | 68,681.47            | 55.45%              | 586.5%                                       |
|                               | IMRF   | 17,881.90            | 8.16%               | 181.3%                                       |
|                               |        | <u>\$ 161,667.05</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.



**ITEM 6.C.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  
January 23, 2024

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**SUBJECT:** Authorization to Seek Bids – Briarwood Water Main Replacement Project

**FROM:** Tim O'Malley, Interim Public Works Director

**BUDGET SOURCE/BUDGET IMPACT:** \$4,680,000 is included in the FY2024 Budget, using account 451-91000.

**RECOMMENDED MOTION:** I move the Village Board authorize staff to seek bids for the Briarwood Water Main Replacement Project.

**Background/History:**

On June 26, 2023, staff requested proposals by Professional Design Engineering Services for the replacement and/or rehabilitation of watermain within the Briarwood Lakes community from the list of six pre-qualified engineering firms in the Civil Engineering discipline.

The project scope consists of replacing and/or rehabilitating 12,100 feet of failing watermain while also replacing 26 hydrants, 26 valve vaults, and 200 residential services. Alternatives for replacement of the 7,200' existing 6" watermain with a new 8" main and retiring of the old main will be part of the evaluation process. Watermain will also be constructed to eliminate the dead end and create a looped system at Briarwood Circle and all other cul-de-sacs. This project is scheduled to and must be completed by March 31, 2025, in order to accommodate the HOA's road resurfacing project that year. This project is 100% locally funded.

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

**Recommendation:**

I move the Village Board to authorize staff to seek bids for the Briarwood Water Main Replacement Project.

**Attachments:**

None



**ITEM 6.C.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  
January 23, 2024

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**SUBJECT:** Traffic Control and Street Lighting System Maintenance

**FROM:** Tim O'Malley, Interim Public Works Director

**BUDGET SOURCE/BUDGET IMPACT:** \$85,300 is Budgeted in Account #330 – 71500  
Traffic Controls and Street Lighting

**RECOMMENDED MOTION:** I move the Village Board authorize staff to conduct the formal request for proposals process for the Traffic Control and Street Lighting System Maintenance.

**Background/History:**

Our present traffic control and streetlight maintenance contract is expiring; therefore, staff is requesting authorization to prepare specifications and obtain proposals for the yearly maintenance of our twelve (12) signalized intersections and any necessary repairs of our street lighting system.

For the signalized intersections, the services will include: routine inspections (twice a month), maintenance of all electrical and electronic components, annual replacement of all signal lamps, 24-hour emergency response, and cable locating with “fixed” pricing for labor and equipment and an established percentage mark up for materials and items such as signal and streetlight “knockdowns” (vehicle accidents) and cable cuts (utility construction).

Any necessary streetlight repair(s) will be performed based on “fixed” contract pricing for labor, equipment, and an established percentage mark up for material.

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

**Recommendation:**

I move the Village Board to authorize staff to seek proposals for the Traffic Control and Street Lighting System Maintenance

**Attachments:**

None



**ITEM 6.D.1.**

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

**AGENDA ITEM**

Board of Trustees Regular Meeting  
of  
January 23, 2024

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**SUBJECT:** Sign Variation

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

**BUDGET SOURCE/BUDGET IMPACT:** NA

**RECOMMENDED MOTION:** I move that the Village Board concur with the recommendation from the Planning & Zoning Commission approving the requested sign variation to Section 13-11-10.E.4 of the Zoning Regulations to permit and allow a wall sign to be placed on the existing penthouse subject to the following:

1. The design and placement of the proposed sign shall be in substantial conformance with the plans as submitted and approved, and the lighting levels shall be consistent with the existing south-facing wall sign.
2. Notwithstanding the attached exhibits, the applicant shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived.

**Background/History:**

True Group has submitted a sign variation request for installation of a wall sign at 1211 22nd Street. The property is zoned O-3 Office District. The exterior wall sign requires relief from Section 13-11-10.E.4 of the Code to be placed on the steel columns of the existing “penthouse” structure on the North elevation. All other specific requirements for wall signs are in compliance with the Sign Code.

At the December 13, 2023, meeting of the Planning & Zoning Commission, all members present voted in favor of the request (one P&Z member was absent).

Please see the materials provided by the petitioner in the case file for a more detailed description and the rationale for the requested variation.

At the January 9, 2024 Village Board meeting, the Village Attorney and staff were directed to prepare the necessary ordinance to permit and allow a sign variation for a sign to be placed on the existing penthouse. The wall sign is to be located on the north façade of the building, facing 22nd Street.

**Recommendation:**

Approve Ordinance S-1688, An Ordinance Approving and Authorizing a Sign Variation at 1211 22nd Street - True Group

**Attachments:**

1. S-1688 - Wall Sign VAR- 1211 22nd Street



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THE VILLAGE OF OAK BROOK  
COOK AND DUPAGE COUNTIES, ILLINOIS

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ORDINANCE  
NUMBER 2024-ZO-V-EX-S-1688

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AN ORDINANCE  
GRANTING VARIATION FROM PROVISIONS OF SECTION 13-  
11-10.E.4 OF TITLE 13 (“ZONING REGULATIONS”) OF THE  
VILLAGE CODE OF THE VILLAGE OF OAK BROOK FOR A  
WALL SIGN AT THE PROPERTY LOCATED AT 1211 22<sup>nd</sup>  
STREET IN THE VILLAGE OF OAK BROOK, ILLINOIS

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

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

Village Board

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

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ORDINANCE NO. 2024-ZO-V-EX-S-1688

AN ORDINANCE  
GRANTING VARIATION FROM PROVISIONS OF SECTION 13-11-10.E.4 OF TITLE 13  
("ZONING REGULATIONS") OF THE VILLAGE CODE OF THE VILLAGE OF OAK BROOK  
FOR A WALL SIGN AT THE PROPERTY LOCATED AT 1211 22<sup>nd</sup> STREET IN THE VILLAGE  
OF OAK BROOK, ILLINOIS

PIN: 06-26-100-012

WHEREAS, the Village of Oak Brook is authorized by the Illinois Municipal Code, 65 ILCS 5/11-13-5, to vary its zoning regulations where there are practical difficulties or particular hardship in observing those regulations for the use, construction, or alteration of buildings or structures or the use of land;

WHEREAS, the property owner has requested a variance from certain provisions of the Village of Oak Brook Zoning Ordinance as described herein;

WHEREAS, an application has been filed by Robby Whitehead, acting as agent for Olympik Signs (the "**Applicant**"), a sign company, on behalf of tenant True Group (the "**Tenant**") and with support and approval of the owner AG Oak Brook Executive Park Venture, LLC (the "**Owner**") of the property located at 1211 22<sup>nd</sup> Street, Oak Brook, Illinois, which is legally described in Exhibit A attached hereto and incorporated herein (hereinafter referred to as the "**Subject Property**") located in the O-3 Zoning District, requesting a Variation from Section 13-11-10.E.4 of the Zoning Ordinance of the Village of Oak Brook, as amended to permit and allow a wall sign to be placed on the steel columns of the existing "penthouse" on the North elevation of the existing structure thereon (hereinafter referred to as the "**Variation**");

WHEREAS, on December 13, 2023, the Village of Oak Brook Planning & Zoning Commission (the "**Commission**") held a public hearing after showing of proper notice and in compliance with the laws of the State of Illinois and ordinances of the Village of Oak Brook, to consider the Applicant's request and to hear testimony on the proposal, and as a result of said hearing, the Commission issued a positive recommendation to approve the requested Variation;

WHEREAS, the Commission found the request to be reasonable in that the requested Variation is appropriate under the applicable standards adopted by the Village of Oak Brook in its Zoning Ordinance and issued a positive recommendation, inclusive of its Findings of Fact, in support for the approval of the requested Variation;

WHEREAS, the Commission recommends approval of the requested Variation by the Village President and Board of Trustees (collectively, the "Corporate Authorities") of the Village of Oak Brook;

WHEREAS, the Corporate Authorities of the Village of Oak Brook find that the granting of the requested variance has no detrimental impact on the health, welfare or safety of the public in general and finds that the Applicant has met his burden in demonstrating the grounds for the requested Variation; and

WHEREAS, the Corporate Authorities of the Village of Oak Brook find that the Owner has demonstrated practical difficulties or particular hardship in the application of the Zoning Regulations.

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

Section 1. Recitals. The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to the Ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

Section 2. Grant of Variation. Subject to, and contingent on the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Village Board of Trustees shall, and does hereby, approve a Variation to the Zoning Regulations as follows:

Variation to Section 13-11-10.E.4 of the Oak Brook Zoning Regulations to permit and allow a wall sign to be placed on the steel columns of the existing "penthouse" on the North elevation of the existing structure located on the Subject Property.

Section 3. Conditions. The approval granted in Section 2 of this Ordinance is expressly subject to and contingent upon each of the following conditions:

- A. Substantial Conformance with Plans. The proposed wall sign shall be constructed in substantial conformance with the plans as submitted and approved, and the lighting levels consistent with the existing south facing sign, as described in the said Plans attached hereto and incorporated herein as **Exhibit B**.
- B. Compliance with Zoning Regulations and Village Code. Notwithstanding the attached exhibits, the Owner shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived; and
- C. Compliance with Applicable Law. 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 Village statutes, ordinances, resolutions, rules, codes, and regulations.

Section 4. Failure to Comply with Conditions. Upon failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, the Variation granted herein, at the sole discretion of the President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void.

Section 5. Binding Effect. This Ordinance and the privileges, obligations, and provisions contained herein shall inure solely to the benefit of, and be binding upon the Owner and any and all of its heirs, successors, and assigns, and upon any and all current and successor legal or beneficial Owner of all or any portion of the Property.

Section 6. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

Section 7.     Effective Date.

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

Section 8.     Conflict Clause.     That all ordinances or parts of ordinances in conflict with the terms of this ordinance shall be repealed to the extent of said conflict.

Section 9.     Publication.     This ordinance shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section 10.     Recording.     This ordinance shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Oak Brook.

*Remainder of page intentionally left blank; roll call vote to follow*

PASSED THIS 23rd day of January 2024.

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

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

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

APPROVED THIS 23rd day of January 2024.

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

ATTEST:

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

EXHIBIT A

[Legal Description]

LOT 1 IN THE MANU LIFE SUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 6 IN OAK BROOK INVESTMENT COMPANY ASSESSMENT PLAT NUMBER 4, OF PART OF THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF MANU LIFE SUBDIVISION RECORDED AUGUST 8, 1978 AS DOCUMENT R78-74138, IN DUPAGE COUNTY, ILLINOIS

EXHIBIT B

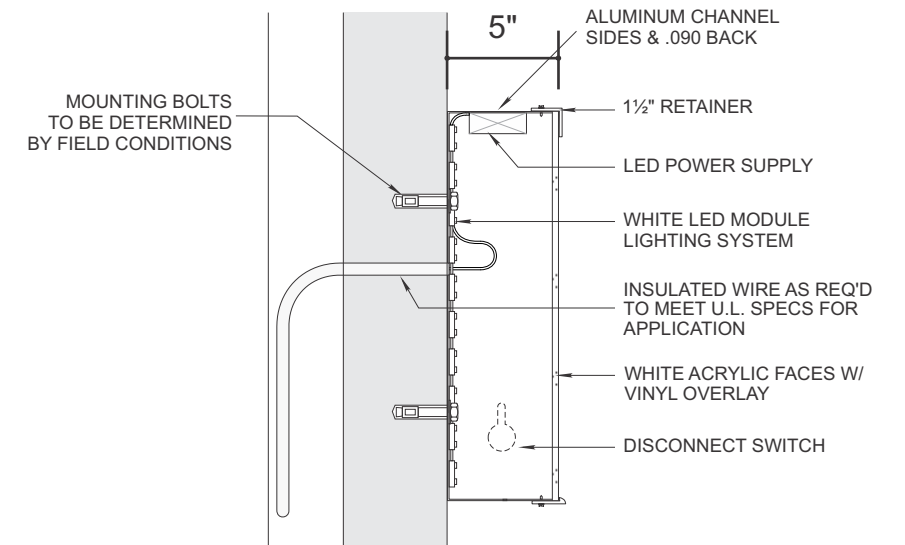
[Plans]



North Building Elevation - Before

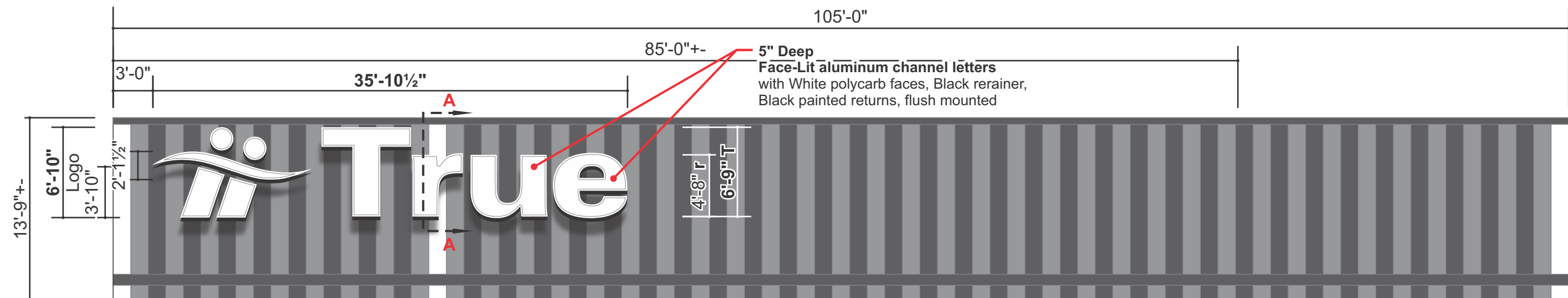


North Building Elevation - **AFTER**



**Section A -**

Scale N.T.S.  
Flush mounted internally illuminated letterset.  
Self-contained electrical.



**Illuminated Face-Lit Channel Letterset -**

Scale 1/8" = 1'-0"

Qty: (1) Required

Square Footage: 245.14

5" Deep aluminum constructed face-lit channel letterset. All letter and accent faces to be White Polycarb faces. Trim caps and returns to be painted Black.  
Sign to be illuminated with White LED Modules. Letters to be flush mounted to roof wall structure (as shown) Electric service to be brought to sign site (BY OTHERS).  
**Field verification of building dimensions required prior to fabrication. Drawing for concept purposes only.**



1211 W 22nd Street  
Oak Brook, IL 60523

drawn by  
PAMELA F

• job#: 23-9599  
• 07-27-23  
• rev.#

**OLYMPIK**  
**SIGNS**

1130 N. Garfield  
Lombard, IL 60148

Ph.# 630.424.6100 Fx.# 630.424.6120

**WWW.OLYSIGNS.COM**

THIS IS AN ORIGINAL, UNPUBLISHED DRAWING SUBMITTED IN CONNECTION WITH A PROJECT WE ARE PLANNING FOR YOU. THIS IS NOT TO BE COPIED, REPRODUCED, EXHIBITED OR SHOWN TO ANYONE OUTSIDE OF YOUR ORGANIZATION WITHOUT THE WRITTEN PERMISSION OF OLYMPIK SIGNS, INC. ARTWORK IS EXCLUSIVE PROPERTY OF OLYMPIK SIGN INC.

Comments:

**SIGN LAYOUT**

**I.2**





DAY CONCEPT - NORTH ELEVATION



NIGHT CONCEPT - NORTH ELEVATION

**OLYMPIK**  
**SIGNS**

account representative / client  
ROBBY WHITEHEAD  
1130 N. Garfield  
Lombard, IL 60148 Ph.# 630.424.6100 Fx.# 630.424.6120

**True**  
1211 W 22nd Street  
Oak Brook, IL 60523

drawn by  
PAMELA F

• job#: 23-9599  
• 07-27-23  
• rev.#

**WWW.OLYSIGNS.COM**

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page 4 of 4

Comments:

**DAY/NIGHT CONCEPT**

**1.3**

## EXHIBIT C

### UNCONDITIONAL AGREEMENT AND CONSENT

WHEREAS, an application has been filed by Robby Whitehead, acting as agent for Olympik Signs (the "Applicant"), a sign company, on behalf of tenant True Group (the "Tenant") and with support and approval of the owner AG Oak Brook Executive Park Venture, LLC (the "Owner") of the property located at 1211 22nd Street, Oak Brook, Illinois, which is legally described in Exhibit 1 attached hereto and incorporated herein (hereinafter referred to as the "Subject Property") located in the O-3 Zoning District, requesting a Variation from Section 13-11-10.E.4 of the Zoning Ordinance of the Village of Oak Brook, as amended to permit and allow a wall sign to be placed on the steel columns of the existing "penthouse" on the North elevation of the existing structure thereon (hereinafter referred to as the "Variation");and

WHEREAS, Ordinance No 2023-ZO-V-EX-S-1688 adopted by the President and Board of Trustees of the Village of Oak Brook on January 23, 2024 grants approval of the Variation subject to certain modifications, conditions, restrictions, and provisions; and

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

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

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

Unconditional Agreement and Consent. If any of the privileges or rights created by this Unconditional Agreement and Consent would otherwise be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common law rules imposing time limits, then the affected privilege or right shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States, or for any shorter period that may be required to sustain the validity of the affected privilege or right.

6. This Unconditional Agreement and Consent may not be amended, modified, released or annulled except upon the express, prior written approval of the Village of Oak Brook.

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

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Name]

State of Illinois            )  
                                      )  
County of \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public

Seal

EXHIBIT 1

TO UNCONDITIONAL AGREEMENT AND CONSENT

LOT 1 IN THE MANU LIFE SUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 6 IN OAK BROOK INVESTMENT COMPANY ASSESSMENT PLAT NUMBER 4, OF PART OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF MANU LIFE SUBDIVISION RECORDED AUGUST 8, 1978 AS DOCUMENT R78-74138, IN DUPAGE COUNTY, ILLINOIS

Property: 1211 22<sup>nd</sup> Street, Oak Brook, Illinois

PIN: 06-26-100-012



**ITEM 8.A.1.**

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

**AGENDA ITEM**

Board of Trustees Regular Meeting  
of  
January 23, 2024

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**SUBJECT:** Award of Contract: A Professional Engineering Services Agreement for the Stormwater Management Master Plan,

**FROM:** Tim O'Malley, Interim Public Works Director

**BUDGET SOURCE/BUDGET IMPACT:** \$50,000 was Budgeted for Design Engineering in 462-76200 for the FY 2024 Budget

**RECOMMENDED MOTION:** I move that the Village Board approve Resolution R-2170 awarding a Professional Engineering Services Agreement for the Village's Stormwater Management Master Plan to Baxter and Woodman, Inc., Chicago, Illinois, in the amount of \$86,580.00.

**Background/History:**

On November 28, 2023, staff requested proposals for Professional Engineering Services for the Stormwater Management Master Plan from the list of six 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.

The Village desires to develop a Stormwater Management Master Plan that will serve as a guide for future policies, programs, and projects. The selected consultant will prepare a Stormwater Management Master Plan that summarizes existing conditions, identifies flooding issues and drainage system deficiencies, and recommends projects to address stormwater deficiencies and flooding. The study must adhere to the Village Stormwater Management Program Plan and the DuPage County Countywide Stormwater and Floodplain Ordinance and other applicable standards as required.

The shortfall of \$36,580 was based off of an estimate provided to us by our previous-in-house engineering firm. This quote was provided to us in 2021 for the 2022 budget. Unfortunately, the estimated cost was not increased to reflect current labor rates. This project has been proposed annually since 2019. The shortfall amount will be taken from the Street Replacement Plan which has been approved with a bid \$121,771.00 below the budget line item.

Four proposals were received on or prior to the December 19, 2023, deadline. Two of the six consultants chose not to submit a proposal. Proposed fees are as follows.

| <b>Baxter<br/>Woodman</b> | <b>ERA</b>  | <b>Civiltech</b> | <b>CBBEL</b> |
|---------------------------|-------------|------------------|--------------|
| \$86,580.00               | \$92,780.00 | \$107,361.00     | \$151,780.00 |

All proposals were reviewed for consistency of project approach and scope of services. All proposals were deemed generally compliant with the Request for Proposals and Village needs.

**Recommendation:**

Staff recommends that the Village Board approve Resolution R-2170 awarding a Professional Engineering Services Agreement for the Village's Stormwater Management Master Plan to Baxter and Woodman, Inc., Chicago, Illinois, in the amount of \$86,580.00.

**Attachments:**

1. Resolution # R-2170 - EngSrvsStormwatermanagement
2. EngSrvsStormwaterMstrPlan

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THE VILLAGE OF OAK BROOK  
COOK AND DUPAGE COUNTIES, ILLINOIS

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RESOLUTION

NUMBER 2024-PW-SWM-ENG-AG-R-2170

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A RESOLUTION  
AWARDING A PROFESSIONAL ENGINEERING SERVICES  
AGREEMENT FOR THE VILLAGE'S STORMWATER  
MANAGEMENT MASTER PLAN TO BAXTER AND WOODMAN,  
INC.

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

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

Village Board

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Published in pamphlet form by authority of the  
President and the Board of Trustees of the Village of Oak Brook  
on this the 23<sup>rd</sup> day of January 2024

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RESOLUTION NO. 2024-PW-SWM-ENG-AG-R-2170

A RESOLUTION  
AWARDING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR THE  
VILLAGE'S STORMWATER MANAGEMENT MASTER PLAN TO BAXTER AND WOODMAN,  
INC.

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

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

WHEREAS, the Village desires to develop a Stormwater Management Master Plan that will serve as a guide for future policies, programs, and projects;

WHEREAS, on November 28, 2023, staff requested proposals for Professional Engineering Services for the Stormwater Management Master Plan from the list of six 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, of the four proposals were received on or prior to the December 19, 2023 deadline, Staff has determined that Baxter And Woodman, Inc. (the "Company") has provided the proposal that provides the best overall value to the Village;

WHEREAS, Staff is requesting the approval of the Professional Services Agreement (the "Agreement"), attached hereto, and incorporated herein as Exhibit A; with the Company in the amount not-to-exceed \$86,580.00; 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 approve the Agreement for the purposes referenced herein.

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

Section One – Recitals

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

Section Two – Approval

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



### Section Three – Authorization and Direction

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

### Section Four - Other Actions Authorized

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

### Section Five - Authorization of Expenditures

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

### Section Six - 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 23<sup>rd</sup> day of January 2024.

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

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

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

APPROVED THIS 23<sup>rd</sup> day of January 2024.

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

ATTEST:

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

EXHIBIT A

[Agreement]



## REVIEW OF CONTRACTS

Awarding Agency:

VOB

Type of Contract:

Eng. Svcs.

Department:

PW

Program/Account Number:

462-76200

Awarded Contract Price:

\$86,580.00

Budgeted Amount:

\$50,000.00

### CONTRACT AMOUNT

☐ Under \$20,000

☐ \$500,001 - \$1,000,000

☒ \$20,000 - \$500,000

☐ Over \$1,000,000

### NOTES

Professional Engineering Services for the Storm-Water Master Plan

### DEPARTMENT DIRECTOR SIGNATURE

Name:

Timothy O'Malley

Date:

1/12/24

### INITIAL REVIEWING ATTORNEY SIGNATURE

Name:

Michael Hutz

Date:

1/15/24

### APPROVED BY VILLAGE MANAGER

Name:

[Signature]

Date:

1/18/24

### FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name:

Michael Hutz

Date:

1/15/24

☐ Three (3) Originals signed by other party

Date/Initials \_\_\_\_\_

☐ Original provided to staff member for other party

Date/Initials \_\_\_\_\_

☐ Original provided to Official Files

Date/Initials \_\_\_\_\_

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

# PROFESSIONAL ENGINEERING SERVICES AGREEMENT

## VILLAGE OF OAK BROOK

### STORMWATER MANAGEMENT MASTER PLAN

THIS AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_\_, 2024, by and between **Baxter & Woodman Consulting Engineers** (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 **Stormwater Management Master Plan**, (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 for 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 on 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:

Baxter & Woodman Consulting Engineers  
8430 West Bryn Mawr  
Suite 400  
Chicago, Illinois 60631  
Attention: Matthew J. Moffitt, PE, CFM  
Associate Vice President

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: Tim 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

BAXTER & WOODMAN  
CONSULTING ENGINEERS

ATTEST:

\_\_\_\_\_  
Duly Authorized Officer

\_\_\_\_\_

## **APPENDIX 1**

### **SCOPE OF SERVICES**

**Per the proposal submitted by Baxter & Woodman Consulting Engineers, dated December 19, 2023, for Professional Engineering Services for the Stormwater Management Master Plan**

## APPENDIX II

### COMPENSATION SCHEDULE

Per the proposal submitted by Baxter & Woodman Consulting Engineers, dated December 19, 2023, for Professional Engineering Services for the Stormwater Management Master Plan

## APPENDIX III

### TIME SCHEDULE

Per the proposal submitted by Baxter & Woodman Consulting Engineers, dated December 19, 2023, for Professional Engineering Services for the Stormwater Management Master Plan



## 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.

# Village of Oak Brook Stormwater Management Master Plan

Submitted by:

**BAXTER & WOODMAN**  
Consulting Engineers



December 19, 2023

December 19, 2023

Mr. Timothy O'Malley  
Interim Public Works Director  
Village of Oak Brook  
3003 Jorie Boulevard  
Oak Brook, IL 60523

**Subject: Village of Oak Brook - Stormwater Management Master Plan - Scope and Fee Proposal**

Dear Mr. O'Malley:

The Village of Oak Brook needs a qualified team to develop your Stormwater Management Master Plan. With Baxter & Woodman's team of 30+ water resource engineers and recent experience, including developing one of six Regional Stormwater Master Plans for Metropolitan Water Reclamation District, the Village will receive a comprehensive Stormwater Master Plan. Oak Brook will benefit from our:

**EXPERIENCED PROJECT MANAGER:** Project Manager Matt Moffitt, PE, CFM has over 17 years of experience developing stormwater master plans and drainage studies for various clients, such as Lake Forest, Bloomington, Glenview, and many more. Matt has the tools and expertise in prioritizing deficiencies within a system and recommending improvement strategies with reliable project costs.

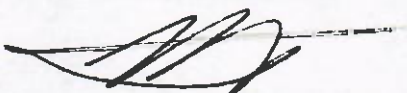
**MODELING EXPERTISE:** Instead of using XPSWMM, considering it will be discontinued, Baxter & Woodman proposes using InfoWorks ICM to conduct the Village's hydrologic and hydraulic analysis. Our team is using ICM on six similar projects and has completed several XPSWMM to ICM conversions.

**PROVEN SOLUTIONS:** Baxter & Woodman has had success designing and overseeing the construction services of improvements we recommended in our master plans. Most recently we designed Lake Forest's Burr Oak Storm Sewer Design project that included replacing 4,100 lineal feet of storm sewer and installing a 0.71 acre-foot StormTrap Detention Facility. The project was constructed in 2022. The Village can be confident our team will propose implementable solutions in your Stormwater Management Master Plan.

If you have any questions or need additional information regarding our proposal, please contact me at 815-444-4470 or email [mmoffitt@baxterwoodman.com](mailto:mmoffitt@baxterwoodman.com). We look forward to working together with the Village to successfully complete your Stormwater Management Master Plan.

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS



Matthew J. Moffitt, PE, CFM  
Associate Vice President



# Project Understanding and Approach

## Project Understanding

Oak Brook needs a qualified engineering firm to complete the Village's Stormwater Management Master Plan that will set the foundation for future policies, programs, and capital improvement projects. Baxter & Woodman will collaborate closely with Oak Brook to analyze the current stormwater management infrastructure, identify potential areas for improvement, and develop a forward-thinking Master Plan that aligns with the Village's unique needs and long-term goals. With our proven track record and commitment to quality service, Baxter & Woodman is the ideal partner to confirm Oak Brook's Stormwater Management Master Plan not only meets regulatory requirements but also enhances the resilience and sustainability of the community.

## Project Approach

### Experienced Project Team

Our team is led by Project Manager Matt Moffitt, PE, CFM, who has led many stormwater master plans and studies, including one of the six MWRD Regional Stormwater Master Plans. Matt and his team are currently wrapping up the Village-wide stormwater modeling effort for the Village of Glenview, the City-wide sanitary, combined, and stormwater modeling effort for the City of Bloomington, and the first phase of a system-wide smart sewer effort for the Bloomington-Normal Water Reclamation District. As these projects are reaching their conclusion, the Village can be confident our team has ample availability to assist Oak Brook develop a comprehensive plan.



Matt Moffitt, PE, CFM will serve as your main point of contact. Contact Matt at: 815-444-4470 [mmoffitt@baxterwoodman.com](mailto:mmoffitt@baxterwoodman.com)

### Comprehensive Model

Baxter & Woodman proposes to use InfoWorks ICM as the modeling platform for the Village-wide modeling system. XPSWMM has been the primary hydrologic and hydraulic platform used in the region over the last several decades. Last year Autodesk, who owns XPSWMM and ICM, announced that XPSWMM will be sunset (discontinued) in the near future. Consequently, our team feels Oak Brook will benefit from an ICM model given XPSWMM's impending phase-out.

Matt Moffitt led a collaboration of Water Resources leaders from around the state in assessing the other software available to replace XPSWMM. Their results identified ICM as the best software available to replace XPSWMM.

The research white paper was published on the Illinois Association of Stormwater and Floodplain Managers website: <http://tinyurl.com/HHModelReview>



# Contents

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The nationally recognized Engineering News Record (ENR) publishes annually the ENR Top 500 largest U.S.-based design firms, both publicly and privately held, based on design-specific revenue. Baxter & Woodman is proud to be represented in the listing and has climbed to #291 with revenues just over \$67 million.

Baxter & Woodman has fully embraced this change and is currently using ICM on six different projects. We have also completed several XPSWMM to ICM conversions, including Elmhurst's City-wide Sewer model.

A full "2D" surface model will be developed that will use county LiDAR data to build a digital elevation model of the ground surface – including the depressions of the many open basins throughout the Village. This will provide very accurate overland flow routing and storage routing through detention basins, lakes, and depressional areas. The sewer hydraulic network will include all known conveyance pipes greater than 18-inches, as well as additional smaller sewers required to connect basins and depressional areas or to further investigate problem areas. This method is commonly used as these larger trunk sewers are indicative of the major capacity issues within a storm sewer system. Sewer inverts will be derived from available invert elevations, LiDAR pond surfaces, and interpolation.

Baxter & Woodman recently prepared a comprehensive Stormwater Master Plan for the Village of Glenview that consisted of developing a hydrologic model using InfoWorks ICM.



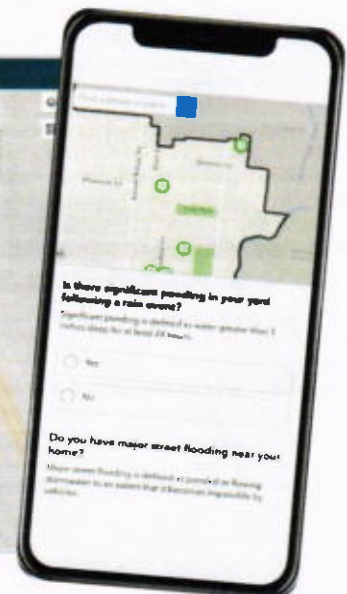
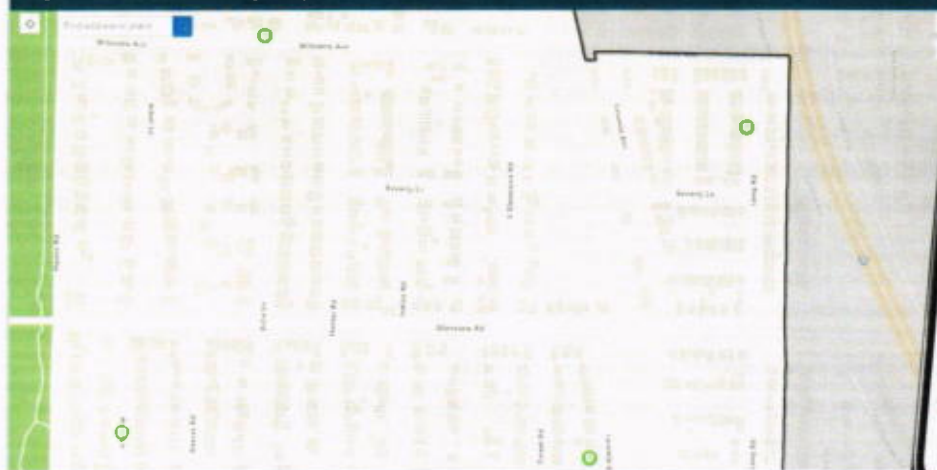
ICM Model for the Village of Glenview

The completed existing conditions model will be used to identify problem areas throughout the Village, which will be coordinated with reported flooding from residents, Village staff, and other stakeholders. Our proposed fee includes investigation with a full alternatives analysis, conceptualized recommended project, and estimate of probable construction costs for four of the identified problem areas.

### Community Input

Resident questionnaires will be developed within ArcGIS that provides a link to residents to fill out with a georeferenced flooding report. We recently conducted a resident questionnaire for the Village of Glenview's Stormwater Master Plan that used this digital questionnaire. Residents could access the questionnaire by link or QR code. The Master Plan report will be led by our Certified Urban Planner, Cecily Cunz, AICP who specializes in watershed plans. Cecily has worked with our team on many large stormwater master plans and her perspective adds another depth of overview to your project.

Village of Glenview, IL - Resident Drainage Survey



Screenshots of community survey conducted for the Village of Glenview's Stormwater Master Plan.

# Scope of Services

**Item 1 – Data Collection** - Obtain, review, and evaluate any available existing documents including Village utility atlases, GIS data, record drawings, flooding complaints, records of flooding, past permits, and previous drainage and flood studies. Prepare GIS map mark-ups so that Village GIS staff can update its GIS to include any missing stormwater facility information discovered during the data collection process.

**Item 2 – Initial Coordination** - Plan, attend, and prepare appropriate exhibits as well as a PowerPoint presentation for an Open House meeting in order to collect flooding information and other stormwater-related concerns directly from Village residents. Prepare a flood questionnaire to be distributed by the Village to all residents, and compile a summary of the responses.

**Item 3 – Hydrologic and Hydraulic Analysis** - A hydrologic and hydraulic analysis will be performed. The model will be based on the data available from the Village utility atlases and GIS data, and will use Bulletin 75 rainfall data. The existing conditions modeling will be calibrated to replicate the existing flooding conditions that have been documented within the Village and will concentrate the most detail in the areas that have been shown to be prone to flooding. The proposed condition model will include and analyze the existing system with the proposed improvements in place and will demonstrate the benefits (e.g., lowering of water levels) and level of protection that the proposed improvements will provide. An analysis of alternatives will be performed to identify projects that will provide the most benefit.

**Item 4 – Stormwater Management Master Plan** - The Master Plan will include an Executive Summary, a detailed narrative that explains the purpose of the plan, existing conditions within the Village, existing deficiencies and flooding issues, and results of the modeling for the existing and proposed condition engineering analyses. The report will also discuss alternatives that were considered, provide recommendations for the proposed improvements, and quantify the benefits of the proposed improvements. A concept plan should be prepared for each of the proposed drainage improvements along with preliminary cost estimates. Prepare GIS map mark-ups so that Village GIS staff can update its GIS to reflect proposed stormwater improvements. The report will include exhibits that document and display the results of the analysis, and proposed improvements. There will be three submittals. The first submittal will be the results of the Hydrologic and Hydraulic Analysis, the second will be the Pre-Final Submittal of the Master Plan Report and third submittal will be the Final Master Plan Report.

**Item 5 – Project Meetings and Coordination** - In addition to the Open House, assume three meetings with the Village. The first meeting is anticipated to be a kick-off meeting to facilitate the data collection and review documented flooding complaints with the Village. The second meeting is anticipated after the Hydrologic and Hydraulic Analysis, to present the results of the modeling and solicit comments from the Village. The final meeting is anticipated following the Pre-Final Report submittal to again solicit comments from the Village for the final report submittal.

## **Items Not Included:**

- Detailed Design Plans and associated project specifications
- Preparation of plats and legal descriptions, appraisals, and negotiations for right-of-way

## Optional Services

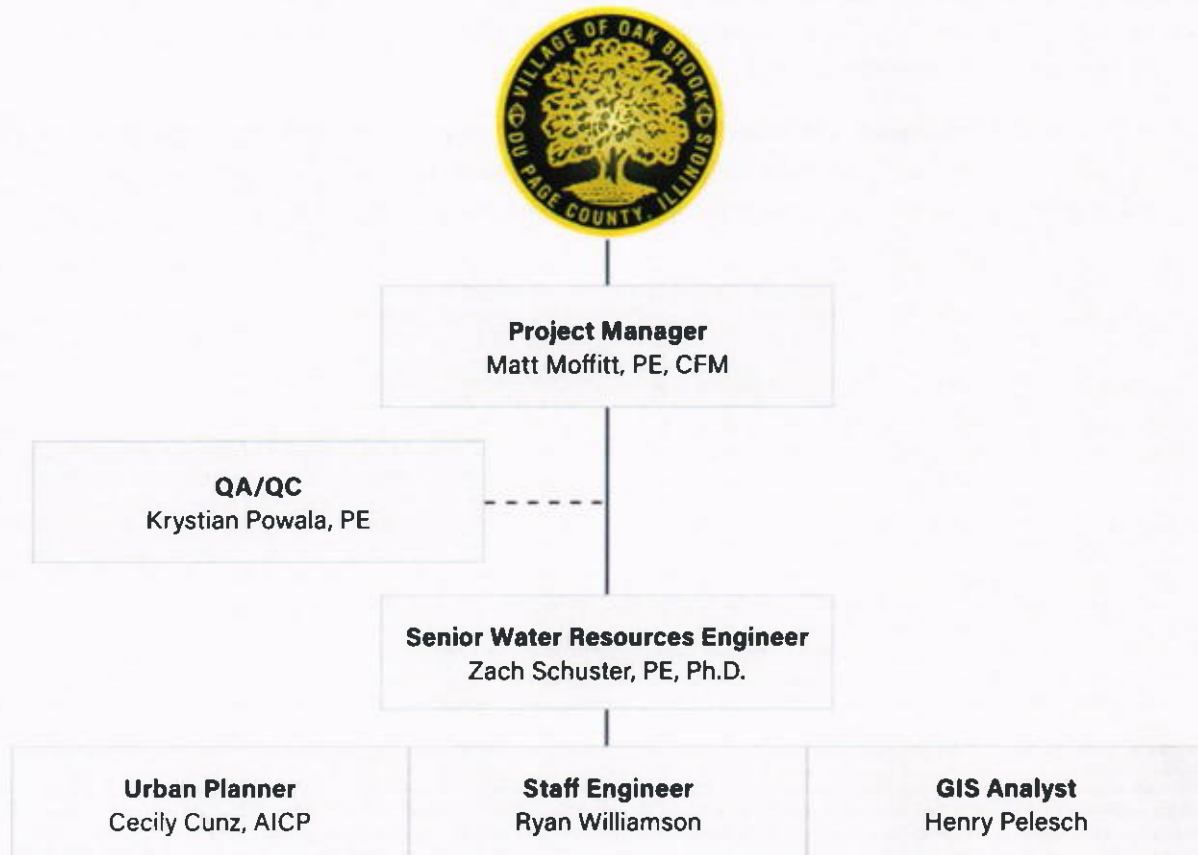
Baxter & Woodman has reviewed the Village's scope of services in detail and finds the requested services to be in-line with a successful Master Plan. We offer the following additional services to be considered and negotiated for a more robust master planning effort:

1. **Topographic Survey** - Survey of relevant structure rims, inverts, and pipe sizes. Survey of critical overflow points for surface flow. Survey of pond control structures. Topographic survey can be provided for \$2,000 per day.
2. **Review of Additional Problem Areas** - Alternative analysis, recommended conceptual project, with exhibit and estimate of probable construction costs for additional problem areas can be provided for \$5,400 per additional problem area.
3. **Inclusive Sewer Network** - Inclusion of smaller diameter sewers throughout the Village into the ICM model. This item would have to be reviewed in further detail to determine the sizes to be included and the total length of additional pipes desired. The cost would be to be determined.



# Key Personnel

The success of the Village's project depends on our ability to collaborate with your staff and efficiently address your project goals. This project team will meet all defined schedules and the project budget. Below is our project team with brief bios following. Full resumes can be provided on request.



### **Project Manager - Matt Moffitt, PE, CFM**

Years of Experience: 17

Matt leads Baxter & Woodman's Water Resources Practice in Illinois and he sits on the Board of Directors for Baxter & Woodman Natural Resources. He brings with him well-rounded project experience in planning, analysis, modeling, design, bidding, and construction (including design-build) of open and closed drainage systems, detention/retention systems, native areas restoration, roadways, utilities, and other civil site; with a specific focus on sustainability and resiliency. Matt served as the project manager on the following stormwater Master Plans:

- City of Bloomington - Sanitary Sewer and Storm Sewer Master Plan
- City of Lake Forest - Stormwater Master Plan & 2019 Stormwater Master Plan Update
- MWRD - Regional Stormwater Master Plans



### **QA/QC - Krystian Powala, PE**

Years of Experience: 11

Krystian is a Senior Water Resources Engineer who regularly leads Hydrologic and Hydraulic modeling and analysis studies and assists with design projects. He is a member of the Illinois section of EWRI, a technical society for environmental and water-related issues and a leader for technical standards and innovation for the Baxter & Woodman water resources department. Krystian has served as the primary modeling lead or the modeling Quality Control Engineer for dozens of stormwater master plans, regional stormwater studies, and combined/sanitary collection system hydraulic studies.



### **Senior Water Resources Engineer - Zach Schuster, PE, Ph.D.**

Years of Experience: 5

Zach is a water resources engineer with a professional and academic background in floodplain and stormwater management. He received a Doctorate and Masters from the University of Wisconsin-Madison. Zach has managed projects for both public and private clients focusing on streambank stabilization, floodplain management, and permit compliance, and he is part of our sanitary and stormwater modeling team.



### **Urban Planner - Cecily Cunz, AICP**

Years of Experience: 12

Cecily is a recognized expert in watershed and green infrastructure planning, helping communities navigate complex environmental challenges and achieve meaningful restoration outcomes. As an AICP-certified senior environmental planner, Cecily's track record of success is underscored by her ability to lead diverse stakeholder groups in driving impactful environmental improvements within their localities. Her dedication to sustainable solutions has resulted in significant contributions to various projects that have left a positive mark on the communities with which she has worked.



### **Staff Engineer - Ryan Williamson**

Years of Experience: 1

Ryan has experience in construction oversight, design standards oversight, cost calculations and multiple software programs such as ArcGIS Pro, Civil3D, InfoWorks ICM, and XPSWMM. He also has knowledge of soil mechanics and transportation engineering.



### **GIS Technician - Henry Pelesh**

Years of Experience: 4

Henry provides advanced technical support and development of GIS solutions for the firm's Spatial Technology Department. He specializes in all ArcGIS Online products used for configuring GIS applications, managing and analyzing data, and customizing GIS products to enhance the user experience.

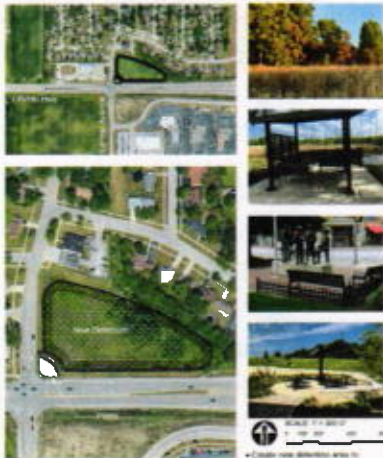


# Similar Projects

Completed: Ongoing

## Contact

Jack Chan, Ph.D., PE  
Associate Civil Engineer  
MWRD  
312-751-5600



## Metropolitan Water Reclamation District, IL **Butterfield Creek Stormwater Master Plan**

Baxter & Woodman is the prime consultant for developing the Butterfield Creek Stormwater Master Plan for the Metropolitan Water Reclamation District of Greater Chicago (MWRD). The primary goal of the plan is to work with local communities to develop recommended improvements that will improve flooding conditions and other drainage issues.

The master planning effort is focusing on holistic improvements to urban flooding issues and seeking recommendations for partnerships, policy and program changes, and innovative approaches in addition to traditional engineering approaches. Other goals of the plan include identifying economic benefits, quality of life benefits, and promoting environmental stewardship through the recommended stormwater improvement projects.

Completed: Ongoing

## Contact

Kevin Kothe, PE  
Director of Public Works  
City of Bloomington  
309-434-2435  
[engineer@cityblm.org](mailto:engineer@cityblm.org)



## City of Bloomington, IL **Comprehensive Stormwater Master Plan**

The City's Comprehensive Stormwater Master Plan expands on the 2014 Sanitary Sewer and Storm Sewer Master Plan. The Comprehensive Stormwater Master Plan consists of an Infoworks ICM model comprised of the City's entire 27.25 square mile area; hundreds of miles of combined sewers and municipal separate stormwater sewer systems, hundreds of detention basins, five separate creek systems, and then entire LiDAR surface of the City. Incredibly unique to this project is the collaboration with the Bloomington-Normal Sanitary District – the Sanitary District's comprehensive sewer model and the City's were completed together in a single ICM model, thus connecting in the digital twin what is connected underground in the real world. The Comprehensive Stormwater Master Plan will provide over \$100M in CIP projects which will be prioritized for the City to meet their goals.



Completed: 2014/2019

**Contact**

Michael Thomas  
Director of Public Works  
City of Lake Forest  
847-810-3540  
thomasm@cityoflakeforest.com



## City of Lake Forest, IL **2013 Stormwater Drainage Study & Master Plan**

Baxter & Woodman completed a Citywide drainage study for the City of Lake Forest in 2002 and followed that project up with a series of more detailed drainage studies in several problem areas identified by the Citywide study. The City steadily implemented the phased improvement program over the next several years and then hired Baxter & Woodman again in 2013 for an updated Stormwater Drainage Study.

The 2013 Stormwater Drainage Study included an analysis of three components of the City's drainage system: storm sewers, ravines, and roadside ditches with a prioritized list of recommended solutions for the critical areas identified in each analysis.

The storm sewer system analysis helped develop a Stormwater Master Plan for the City, which identifies 14 projects in 9 Study Areas. These projects range in (estimated) cost from \$70,000-\$980,000. The projects were prioritized based on a ranking system that considered the number of properties that would benefit from the improvements, the cost of the improvements, and the timing of other planned capital improvements in the vicinity of the recommended improvements. When considering the benefit from the improvements, projects that eliminated structural flooding were given higher priority. Projects that would eliminate yard flooding were assigned a lower priority, while projects that would only reduce the frequency of road closures received least priority.

Baxter & Woodman designed several projects identified in the City's 2014 Stormwater Master Plan including West Fork Hackberry Drainage Improvements (identified as the highest priority drainage improvement project in the City's Stormwater Master Plan) and Old Elm Road Drainage Improvements.

## **2019 Stormwater Drainage Study & Master Plan**

In 2019, the City of Lake Forest hired Baxter & Woodman to update the City's 2014 Stormwater Drainage Study and Stormwater Master Plan. The project consisted of reprioritization of problem areas, updated modeling with new bulletin 70 rainfall data, and updated cost estimates for the City's Stormwater Master Plan.

# Schedule

Your project will be completed by in-house staff members who are supported by 390+ employees. Our support staff is available to the Village so that your project will be completed by July 2024. The proposed project timeline highlights major tasks as outlined in the Request for Proposals.

| Milestone                                   | Date             |
|---------------------------------------------|------------------|
| Project Kickoff Meeting/Data Collection     | February 2024    |
| Questionnaire and Public Meeting            | March 2024       |
| Existing Conditions Model                   | March-April 2024 |
| Hydrologic & Hydraulic Review Meeting       | May 2024         |
| Alternatives Analysis                       | May-June 2024    |
| Pre-Final Report Submittal & Review Meeting | July 2024        |

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**Stormwater Management Master Plan  
Village of Oak Brook**

**Summary of In-House Direct & Subconsultant Costs**

| Item No.                                  | Task                              | In-House<br>Direct Cost                                | Sub-Consultant<br>Cost |
|-------------------------------------------|-----------------------------------|--------------------------------------------------------|------------------------|
| <b>PRELIMINARY AND DESIGN ENGINEERING</b> |                                   |                                                        |                        |
| 1                                         | Data Collection                   |                                                        |                        |
| 2                                         | Initial Coordination              |                                                        |                        |
|                                           | Mileage Reimbursement             | \$ 200.00                                              |                        |
| 3                                         | Hydrologic and Hydraulic Analysis |                                                        |                        |
| 4                                         | Stormwater Management Master Plan |                                                        |                        |
| 5                                         | Project Meeting and Coordination  |                                                        |                        |
|                                           |                                   | Total In-House Direct Costs                            | \$ 200.00              |
|                                           |                                   | Total Subconsultant Costs                              | \$ -                   |
|                                           |                                   | <b>TOTAL IN-HOUSE DIRECT &amp; SUBCONSULTANT COSTS</b> | <b>\$ 200.00</b>       |





**ITEM 8.A.2.**

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

**AGENDA ITEM**

Board of Trustees Regular Meeting  
of  
January 23, 2024

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**SUBJECT:** A Professional Engineering Services Agreement for the 2024 Streets Improvement.

**FROM:** Tim O'Malley, Interim Public Works Director

**BUDGET SOURCE/BUDGET IMPACT:** \$120,000 for Design and \$171,000 for Construction Engineering were Budgeted in 461-76200 for the FY 2024 Budget.

**RECOMMENDED MOTION:** I move that the Village Board approve Resolution R-2171 awarding a Professional Design and Construction Engineering Services Agreement for the 2024 Streets Improvement Project to Thomas Engineering Group, Oak Brook, Illinois, in the amount of \$169,229.06.

**Background/History:**

On November 28, 2023, staff requested proposals for Design and Construction Engineering Services for the 2024 Streets Improvement Project from the list of seven (7) 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 pavement rehabilitation for the Village's 2024 Streets Improvement project. Approximately 3.25 miles of roadway are anticipated to be included in this project. It is anticipated that the method of rehabilitation shall be patching, milling, and resurfacing with curb and shoulder spot repairs. Curb ramps adjacent to roadways that are rehabilitated shall be reviewed for ADA/PROWAG compliance. If the ramps are non-compliant, they shall also be included in the project. The list of roadways to be included is Kensington Ct, Kensington Rd, Wennes Ct, Adams Rd, Birchwood Rd, Hunt Club Ln, Hunt Club Dr, and Robin Hood Ranch.

The selected consultant will prepare Design Plans, Special Provisions, and Estimates for the project and provide bidding assistance. The consultant will also provide Construction Inspection services.

Five proposals were received on or prior to the December 19, 2023 deadline. Two of the seven

consultants chose not to submit a proposal. Proposed fees are as follows.

| <b>Thomas</b> | <b>BLA</b>   | <b>ERA</b>   | <b>CBBEL</b> | <b>Trotter</b> |
|---------------|--------------|--------------|--------------|----------------|
| \$169,229.06  | \$173,769.70 | \$194,975.00 | \$214,025.00 | \$394,955.00   |

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-2171 awarding a Professional Engineering Services Agreement for the 2024 Streets Improvement Project to Thomas Engineering Group, Oak Brook, Illinois, in the amount of \$169,229.06.

**Attachments:**

1. Resolution # R-2171 - EngSrvsStreetsImprovement
2. EngSrvsStreetImpAgrmnt

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THE VILLAGE OF OAK BROOK  
COOK AND DUPAGE COUNTIES, ILLINOIS

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RESOLUTION  
NUMBER 2024-PW-ST-IMPRV-R-2171

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A RESOLUTION  
AWARDING A PROFESSIONAL DESIGN AND  
CONSTRUCTION ENGINEERING SERVICES AGREEMENT  
FOR THE 2024 STREETS IMPROVEMENT PROJECT TO  
THOMAS ENGINEERING GROUP

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

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

Village Board

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Published in pamphlet form by authority of the  
President and the Board of Trustees of the Village of Oak Brook  
on this the 23<sup>rd</sup> day of January 2024

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RESOLUTION NO. 2024-PW-ST-IMPRV-R-2171

A RESOLUTION  
AWARDING A PROFESSIONAL DESIGN AND CONSTRUCTION ENGINEERING SERVICES  
AGREEMENT FOR THE 2024 STREETS IMPROVEMENT PROJECT TO THOMAS  
ENGINEERING GROUP

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 November 28, 2023, staff requested proposals for Design and Construction Engineering Services for the 2024 Streets Improvement Project from the list of seven 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, of the five proposals were received on or prior to the December 19, 2023 deadline, Staff has determined that Thomas Engineering Group (the "Company") has provided the proposal that provides the best overall value to the Village;

WHEREAS, Staff is requesting the approval of the Professional Design and Construction Engineering Services Agreement (the "Agreement"), attached hereto, and incorporated herein as Exhibit A; with the Company in the amount not-to-exceed \$169,229.06; 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 approve the Agreement for the purposes referenced herein.

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

Section One – Recitals

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

Section Two – Approval

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

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Agreement, substantially in the form attached hereto as Exhibit A, with

such changes therein as shall be approved by the Village attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Agreement.

#### Section Four - Other Actions Authorized

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

#### Section Five - Authorization of Expenditures

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

#### Section Six - 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 23<sup>rd</sup> day of January 2024.

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

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

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

APPROVED THIS 23<sup>rd</sup> day of January 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:

\$169,229.00

Type of Contract:

Eng. Svcs.

Program/Account Number:

461-76200

Budgeted Amount:

\$171,000.00

### CONTRACT AMOUNT

☐

Under \$20,000

☐

\$500,001 - \$1,000,000

☒

\$20,000 - \$500,000

☐

Over \$1,000,000

### NOTES

Design and Construction Engineering Services Agreement for the 2024 Streets Improvements Project

### DEPARTMENT DIRECTOR SIGNATURE

Name:

Priscilla O'Malley

Date:

1/12/23

### INITIAL REVIEWING ATTORNEY SIGNATURE

Name:

Mr. [Signature]

Date:

1/15/23

### APPROVED BY VILLAGE MANAGER

Name:

[Signature]

Date:

1/16/24

### FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name:

Mr. [Signature]

Date:

1/15/23

☐

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: \_\_\_\_\_



# PROFESSIONAL DESIGN AND CONSTRUCTION ENGINEERING SERVICES AGREEMENT

## VILLAGE OF OAK BROOK

### 2024 STREETS IMPROVEMENT PROJECT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **Thomas Engineering Group**, (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 **2024 Streets Improvement 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 for 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 on 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:

Thomas Engineering Group  
2625 Butterfield Road  
Suite 209W  
Oak Brook, Illinois 6053  
Attn: Kevin VanDeWoestyne, PE, ENV SP  
Principal and Municipal Department Head

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: Tim 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

THOMAS ENGINEERING GROUP

ATTEST:

  
Duly Authorized Officer

1-16-2024



## APPENDIX 1

### SCOPE OF SERVICES

Per the proposal submitted by Thomas Engineering Group, dated December 19, 2023, for Professional Design and Construction Engineering Services for the 2024 Streets Improvement Project

## APPENDIX II

### COMPENSATION SCHEDULE

Per the proposal submitted by Thomas Engineering Group, dated December 19, 2023, for Professional Design and Construction Engineering Services for the 2024 Streets Improvement Project

## APPENDIX III

### TIME SCHEDULE

Per the proposal submitted by Thomas Engineering Group, dated December 19, 2023, for Professional Design and Construction Engineering Services for the 2024 Streets Improvement Project

## 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.



VILLAGE OF  
**OAK BROOK**  
*Illinois*

REQUEST FOR  
PROPOSALS  
**2024 STREETS  
IMPROVEMENT**

PROFESSIONAL  
CONSULTING  
ENGINEERING  
SERVICES

---

DECEMBER 19, 2023  
3:00 PM

SUBMITTED BY:

**thomas**  
engineering group  
service at the highest grade<sub>®</sub>

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# 1

## COVER LETTER





2625 Butterfield Road  
Suite 209W  
Oak Brook, IL 60523

December 19, 2023

Timothy O'Malley, BBA  
Interim Public Works Director  
Village of Oak Brook Public Works  
3003 Jorie Boulevard  
Oak Brook, IL 60523

**RE: 2024 Streets Improvement - Scope and Fee Proposal**

Mr. O'Malley,

In response to the Village's Request for Proposals (RFP) issued on November 28, 2023, Thomas Engineering Group, LLC (TEG) is pleased to submit the enclosed qualifications to the Village of Oak Brook. TEG is enthusiastic about the opportunity to work with the Village to provide Phase II design and Phase III construction engineering services for the Village's 2024 Streets Improvements.

According to the RFP, construction is anticipated to be funded with REBUILD Illinois bond (RBI) funds. TEG is extremely well suited for this project and capable of providing the Village with outstanding service and exceptional value. Our proposed team has demonstrated the ability to successfully manage RBI projects of this size and scope for other DuPage County local agencies. TEG is well-versed in the BLRS Policies regarding RBI/MFT account management and implementation and has experience seeking expenditures of RBI funds for Local Public Agency's general maintenance programs.

Our proposed Project Principal, **Kevin VanDeWoestyne, PE, ENV SP**, and proposed Project Manager, **Mary Cave, PE**, have successfully administered MFT street resurfacing projects throughout their careers. We are confident in our proposed team and its abilities to work with the Village to complete this project on time and within budget. Our staff has an outstanding relationship with IDOT BLRS and recent, direct experience with MFT and RBI funded projects.

TEG is prepared to begin design services immediately to accommodate the Village's desired advertisement date and allow for IDOT's anticipated review time to let the project in June 2024 for construction completion by November 2024.

If you have any questions or need additional information, please feel free to contact me at (847) 815-9500 or email me at [kevinv@thomas-engineering.com](mailto:kevinv@thomas-engineering.com).

Sincerely,

**thomas engineering group, llc**

Kevin VanDeWoestyne, PE, ENV SP  
*Principal and Municipal Department Head*

# 2

## PROJECT UNDERSTANDING AND APPROACH



### → PROJECT UNDERSTANDING

According to the Request for Proposals (RFP) for Professional Consulting Engineering Services for the 2024 Streets Improvement (Project), the purpose of the Project is to rehabilitate approximately 3.25 centerline miles of locally owned and maintained street pavement using conventional pavement resurfacing with intermittent pavement patching and curb and gutter, or shoulder, replacement. The work will also include installation of ADA/PROWAG compliant sidewalk curb ramps, where applicable, utility structure adjustments, thermoplastic pavement markings, and landscape restoration.



TEG has reviewed the Location Map and Existing Pavement Condition Information index provided in the RFP. Based on this review, the Project will be located at eight (8) locations throughout the Village with a combined area of approximately 4,734 square yards of street pavement improvements as follows:

1. **Kensington Court** – 0.1 miles of urban roadway resurfacing without sidewalk
2. **Kensington Road** – 0.3 miles of urban roadway resurfacing without sidewalk
3. **Wennes Court** – 0.2 miles of rural roadway without sidewalk
4. **Adams Road** – 1.0 miles of mixed urban/rural roadway without sidewalk
5. **Birchwood Road** – 0.2 miles of rural roadway resurfacing without sidewalk
6. **Hunt Club Lane** – 0.3 miles of mixed urban/rural roadway without sidewalk
7. **Hunt Club Drive** – 0.2 miles of rural roadway without sidewalk
8. **Robin Hood Ranch** – 0.5 miles of urban (PCC shoulder) roadway resurfacing without sidewalk

According to the Village's Annual Budget FY 2024, the Public Works department maintains a five-year capital plan using funding for village-owned facilities and equipment. In FY 2024, the Public Works - Street Replacement Plan is programmed for \$2,004,000 including design and construction engineering, with 85 percent of the amount appropriated for construction costs and 15 percent for soft costs. According to the RFP, construction is anticipated to be funded with REBUILD Illinois bond (RBI) funds.





## → PROJECT APPROACH & SCOPE OF SERVICES (PHASE II DESIGN ENGINEERING SERVICES)

Thomas Engineering Group, LLC (TEG) is extremely well suited for this project and capable of providing the Village with outstanding service and exceptional value. This is a result of our highly applicable experience, background, and knowledge from working with other DuPage County local agencies. Our proposed team has demonstrated the ability to successfully manage RBI projects of this size and scope. The 2024 Streets Improvement will utilize RBI funds thus requiring that the Departmental processes for Motor Fuel Tax (MFT), as administered through IDOT Bureau of Local Roads and Streets (BLRS), be followed. TEG is well-versed in the BLRS Policies regarding RBI/MFT account management and implementation and has experience seeking expenditures of RBI funds for Local Public Agency's general maintenance programs.

Our staff has successfully managed MFT and RBI funded projects and corresponded with the Bureau of Local Roads successfully preparing final documents in accordance with Local Agency schedules and the IDOT Letting Schedule. TEG is prepared to begin design services immediately to accommodate the Village's desired advertisement date and allow for IDOT's anticipated review time to let the project in June 2024 for construction completion by November 2024.

TEG's project approach and proposed scope of services includes all necessary Phase II Design Engineering Services associated with the design and contract document preparation for projects funded with Rebuild Illinois and Local Funds. TEG will perform the Scope of Services as listed in Section I.C of the RFP in addition to the following tasks.

| Phase II Engineering Services |                                                                                                                                  |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| TASK                          | SCOPE                                                                                                                            |
| 1                             | FIELD EVALUATION                                                                                                                 |
| 2                             | TOPOGRAPHIC FIELD SURVEY & BASEMAPPING                                                                                           |
| 3                             | PRELIMINARY UTILITY COORDINATION                                                                                                 |
| 4                             | PRELIMINARY DESIGN                                                                                                               |
| 5                             | PRELIMINARY DESIGN MEETINGS                                                                                                      |
| 6                             | ENVIRONMENTAL COORDINATION AND PERMITTING<br>• <i>Local Roads Natural Resources Screening (BDE 2715)</i>                         |
| 7                             | CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD) DOCUMENTATION                                                                    |
| 8                             | SUB-SURFACE GEOTECHNICAL INVESTIGATION AND REPORT                                                                                |
| 9                             | ESTIMATES OF COST AND TIME                                                                                                       |
| 10                            | SPECIAL PROVISIONS AND BIDDING DOCUMENTS                                                                                         |
| 11                            | CONTRACT PLANS, SPECIAL PROVISIONS, AND BIDDING DOCUMENTS                                                                        |
| 12                            | UTILITY COORDINATION                                                                                                             |
| 13                            | QC/QA                                                                                                                            |
| 14                            | IDOT COORDINATION<br>• <i>Rebuild Illinois (RBI) Funding Approval Request Letter</i><br>• <i>District 1 BLR 09110 Resolution</i> |
| 15                            | BIDDING ASSISTANCE                                                                                                               |

## ↓ PROJECT APPROACH & SCOPE OF SERVICES (PHASE III CONSTRUCTION INSPECTION SERVICES)

TEG also proposes to provide all necessary Phase III Construction Inspection Services for the 2024 Streets Improvement. TEG understands IDOT BLRS Policies regarding RBI/MFT account management and implementation and has experience providing documentation and closeout for MFT/RBI funded projects. TEG also understands the Village's requirements and expectations for top-quality work with minimal disruption to property owners, business owners, and commuters. TEG staff prides itself on communication prior to and during construction activities with Village staff, residents, and businesses. On this project, we will work with Village staff to determine the best method of communication to the public regarding construction activities. Our full-time Resident Engineer will focus on maintaining access to properties with minimal disruption/inconvenience. Regardless of the method used for communication, our Resident Engineer's contact information will be provided on the different forms of communication which allows stakeholders concerns to be addressed promptly and in a professional manner.

TEG has assembled a construction team with members that have substantial relevant experience and are experts in utility construction, roadway construction, traffic staging, final restoration, and contractor oversight. TEG's construction team members will perform the Scope of Services as listed in Section I.C of the RFP in addition to the following tasks.

- ✓ **Tasks 1:** Pre-Construction Services
- ✓ **Tasks 2:** Submittal Review
- ✓ **Tasks 3:** Construction Observation
- ✓ **Tasks 4:** Material Testing / Geotechnical Services
- ✓ **Tasks 5:** Post-Construction Services

## ↓ ASSUMPTIONS

TEG's project approach and proposed scope of services for the design phase is based on the following assumptions, or exclusions:

1. The Project will be limited to eight (8) locations throughout the Village. All improvements will be combined under one contract document, one plan set, and constructed under a single construction season.
2. Phase II, Tasks 7 and 8, assumes that one (1) pavement core and one (1) soil boring will be provided by our subconsultant, Rubino Engineering Inc., for each of the eight (8) project locations for Clean Construction and Demolition Debris (CCDD) Certifications.
3. Project scope excludes underground utility and proposed drainage improvements.
4. With planned improvements located within the Village's jurisdiction, no County permits are anticipated. Easement and land acquisition are not anticipated.
5. All proposed work will be located outside of the floodway and floodplain.
6. Our fee estimate, provided herein, includes construction engineering hours based on having a full-time Resident Engineer present 9 hours per day for 75 working days (approximately 15 weeks) to oversee the construction of the Project.

We are very enthusiastic about the opportunity to serve the Village of Oak Brook and work with your staff. We believe this statement of qualifications demonstrates our expertise and qualifications. We are committed to providing **service at the highest grade**, that will have the Village very pleased with the results and its return on investment.





# 3

## KEY STAFF AND ORGANIZATION CHART

TEG has successfully administered roadway resurfacing projects, ranging in project costs from \$50,000 to over \$1 million, utilizing STP, MFT, RBI, ARRA, DCEO, CDBG, and local funds. We have assembled a complete team with the experience and skills needed to make this project a success. Our staff has an outstanding relationship with IDOT BLRS and recent, direct experience with MFT and RBI funded projects. *TEG's ultimate objective for this project is to deliver a quality product to the Village on time and within the allotted budget.*

#### Project Principal - Kevin VanDeWoestyne, PE, ENV SP

Kevin VanDeWoestyne, PE, ENV SP, Municipal Department Head, will serve as the primary client liaison. His experience with municipal alley, street, sidewalk, and utility improvement projects, and familiarity with resurfacing projects within DuPage County and IDOT District 1 make him an excellent fit to lead this project.

#### Design Project Manager - Mary Cave, PE

Mary Cave, PE, Senior Project Manager, will lead this project for TEG. Ms. Cave has over 20 years of work experience in several aspects of civil engineering. From her previous experience, including serving as the Assistant City Engineer for the City of Decatur, she has developed strong communication skills as well as the ability to organize, prioritize and work with multiple stakeholders and deadlines.

#### Construction Project Manager - Jeffrey Klein, PE

Mr. Klein has nearly 20 years of experience involving municipal and highway design and construction. He has extensive knowledge in bridge construction and roadway rehabilitation, bituminous and concrete paving, earth excavation, drainage, structural construction, lighting and signalization. His responsibilities include observation and documentation of urban and rural roadways, alleys, and bridge construction projects. Jeff will oversee the Resident Engineer and construction support staff throughout this project.

#### Resident Engineer - Gianna Sithammavong

Ms. Sithammavong's previous experience includes roadway resurfacing, sidewalk and curb and gutter installation in compliance with ADA requirements, new lighting systems, water main and sewer installation, overseeing a stormwater management project with an underground StormTrap detention pond, utility coordination, and landscaping. Our fee estimate includes construction engineering hours by a full-time Resident Engineer over a period of 75 working days.

#### Subconsultant Support (Material Testing)

Rubino Engineering, Inc. will fulfill Phase II, Tasks 7 and 8, CCDD Documentation and Geotechnical Report, respectively, along with Phase III, Task 4, Material Testing / Geotechnical Services, of which an allowance has been included in the fee estimate, provided herein.



#### PROJECT PRINCIPAL

KEVIN VANDEWOESTYNE  
PE, ENV SP

#### DESIGN PROJECT MANAGER

MARY CAVE  
PE

#### CONSTRUCTION PROJECT MANAGER

JEFFREY KLEIN  
PE

#### RESIDENT ENGINEER

GIANNA SITHAMMAVONG

#### SURVEYOR

CHRISTOPHER DEYOUNG  
PE, PLS



#### MATERIAL TESTING

Rubino  
Engineering, Inc.





## 4

REPRESENTATIVE  
PROJECT  
EXPERIENCE



## 2023 Road Repair Project

### PHASE II/III, VILLAGE OF INDIAN HEAD PARK

TEG provided final Phase II design engineering services, bid assistance, public relations, and Phase III resident engineering services for the 2023 Road Repair Project, consisting of the roadway rehabilitation of four (4) Village-owned and maintained local roads. This project included pavement milling and resurfacing, intermittent curb and gutter removal and replacement, full-depth pavement patching, utility structure adjustments, aggregate shoulders, grading and shaping ditches, placement of hot-mix asphalt level binder and surface courses, landscape restoration, pavement markings, and traffic control and protection. All work was completed within 60 calendar days.

#### Client Reference:

Gavin Morgan  
Village Administrator  
Village of Indian Head Park  
(708) 246-3080  
gmorgan@indianheadpark-il.gov

## Columbia Street Road Widening

### PHASE II, CITY OF NAPERVILLE

TEG is providing topographic survey and final design engineering services for this \$1 million roadway reconstruction project in the City of Naperville. The project will be funded using REBUILD Illinois funding and/or local funding. The project includes reconstruction of the roadway to the City's collector street standards, replacement of water main, replacement of undersized storm sewer, installation of underground detention storage to resolve localized flooding, and installation of new street lighting. TEG performed a drainage study of the area to determine the location and storage volume of in-line underground storage within the City's right-of-way. The project required extensive utility coordination to work around the numerous existing utilities and coordinate new electric duct banks along the corridor.

#### Client Reference:

Matt Calpin  
Project Engineer  
City of Naperville  
(630) 305- 3430  
calpinm@naperville.il.us

## FY23- FY25 Road Projects

### PHASE II/III, CITY OF WOOD DALE

TEG is providing final Phase II design engineering services, bid assistance, and Phase III engineering services for the FY23-FY25 Road Projects. This assignment covers three years' worth of City funded roadway resurfacing projects between FY23-FY25. The \$5.2 million FY 2023 Street Resurfacing Program consisted of improving approximately 37,500 linear feet of roadway at 35 locations in 2022 and 2023. The professional services began in the spring of 2022 to accommodate final design, advertisement, bidding, and partial construction completion by December 31, 2022. TEG assisted the City in establishing an intergovernmental agreement between Wood Dale and the Village of Bensenville for work outside of the City's jurisdiction.

During the project, the City added approximately 1,610 linear feet of water main installation to the project along Maple Avenue, between Irving Park Road and Stoneham Street. TEG completed the water main design and prepared the IEPA permit application on behalf of the City.

#### Client Reference:

Alan Lange  
Director of Public Works  
City of Wood Dale  
(630) 787- 3761  
alanlange@wooddale.com

# 5

## PROJECT SCHEDULE WITH MILESTONES



## ↓ PROPOSED SCHEDULE

Our staff has successfully managed MFT and RBI funded projects and corresponded with the Bureau of Local Roads successfully preparing final documents in accordance with Local Agency schedules and the IDOT Letting Schedule.

Below is our proposed Phase II Design Engineering project schedule with milestones. TEG is prepared to begin design services immediately to accommodate the Village's desired advertisement date and allow for IDOT's anticipated review time to let the project in June 2024 for construction completion by November 2024.

| PHASE II DESIGN                             |                        |
|---------------------------------------------|------------------------|
| PRELIMINARY DESIGN MEETING                  | FEBRUARY 2024          |
| FIELD EVALUATION                            | FEBRUARY 2024          |
| TOPOGRAPHIC SURVEY AND BASEMAPPING          | FEBRUARY 2024          |
| PRELIMINARY UTILITY COORDINATION            | FEBRUARY 2024          |
| PRELIMINARY DESIGN                          | FEBRUARY 2024          |
| ENVIRONMENTAL COORDINATION AND PERMITTING   | MARCH 2024             |
| CCDD DOCUMENTATION AND GEOTECHNICAL REPORT  | MARCH 2024             |
| 95% PRE-FINAL PS&E                          | MARCH 2024             |
| VILLAGE REVIEW                              | APRIL 2024             |
| DISTRICT 1 BLRS SUBMITTAL & REVIEW          | APRIL 2024             |
| QC/QA REVIEW                                | APRIL 2024             |
| 100% FINAL BID DOCUMENTS                    | APRIL 2024             |
| VILLAGE REVIEW & APPROVAL                   | MAY 2024               |
| DISTRICT 1 BLRS REVIEW & APPROVAL           | MAY 2024               |
| BIDDING ASSISTANCE                          | JUNE 2024              |
| BID OPENING                                 | JUNE 2024              |
| AWARD RECOMMENDATION                        | JUNE 2024              |
| BOARD OF TRUSTEES (NO MEETING ON JUNE 25TH) | JULY 9 2024            |
| PHASE III CONSTRUCTION                      |                        |
| PRECONSTRUCTION MEETING                     | JULY 2024              |
| SUBMITTAL REVIEWS                           | JULY 2024              |
| CONSTRUCTION (75 WORKING DAYS)              | AUGUST - NOVEMBER 2024 |
| POST CONSTRUCTION                           | DECEMBER 2024          |

## 6

## COST ESTIMATE



**2024 Streets Improvement  
Village of Oak Brook**

**Cost Estimate of Consultant Services**

| Item No.                  | Task                                                             | Staff Classifications and Work Hours |           |           |                 |                |                   |                  | Total Workhours             | % of Workhours  | Labor Fee      |
|---------------------------|------------------------------------------------------------------|--------------------------------------|-----------|-----------|-----------------|----------------|-------------------|------------------|-----------------------------|-----------------|----------------|
|                           |                                                                  | Billing Rate                         | Principal | Design PM | Construction PM | Chief Surveyor | Senior Technician | Survey Assistant | Project / Resident Engineer |                 |                |
|                           |                                                                  | \$ 218.40                            | \$ 192.08 | \$ 174.50 | \$ 196.00       | \$ 147.95      | \$ 80.30          | \$ 86.97         |                             |                 |                |
| <b>DESIGN ENGINEERING</b> |                                                                  |                                      |           |           |                 |                |                   |                  |                             |                 |                |
| <b>1</b>                  | <b>Field Evaluation</b>                                          |                                      |           |           |                 |                |                   |                  |                             |                 |                |
| a.                        | Pavement and Drainage Assessment                                 | 0                                    | 4         | 8         | 0               | 0              | 0                 | 0                | 16                          | 28              |                |
| b.                        |                                                                  | 0                                    | 0         | 0         | 0               | 0              | 0                 | 0                | 0                           | 0               |                |
| c.                        |                                                                  | 0                                    | 0         | 0         | 0               | 0              | 0                 | 0                | 0                           | 0               |                |
|                           | <b>Item 1 Subtotal</b>                                           | 0                                    | 4         | 8         | 0               | 0              | 0                 | 0                | 16                          | 28              | 2% \$ 3,555.78 |
| <b>2</b>                  | <b>Topographic Survey</b>                                        |                                      |           |           |                 |                |                   |                  |                             |                 |                |
| a.                        | GPS Survey and Basemapping                                       | 0                                    | 0         | 0         | 4               | 16             | 48                | 0                | 68                          |                 |                |
| b.                        |                                                                  | 0                                    | 0         | 0         | 0               | 0              | 0                 | 0                | 0                           | 0               |                |
| c.                        |                                                                  | 0                                    | 0         | 0         | 0               | 0              | 0                 | 0                | 0                           | 0               |                |
|                           | <b>Item 2 Subtotal</b>                                           | 0                                    | 0         | 0         | 4               | 16             | 48                | 0                | 68                          | 5% \$ 7,005.82  |                |
| <b>3</b>                  | <b>Preliminary Utility Coordination</b>                          |                                      |           |           |                 |                |                   |                  |                             |                 |                |
| a.                        | Design Stage JULIE Notification                                  | 0                                    | 2         | 0         | 0               | 0              | 0                 | 4                | 6                           |                 |                |
| b.                        |                                                                  | 0                                    | 0         | 0         | 0               | 0              | 0                 | 0                | 0                           | 0               |                |
| c.                        |                                                                  | 0                                    | 0         | 0         | 0               | 0              | 0                 | 0                | 0                           | 0               |                |
|                           | <b>Item 3 Subtotal</b>                                           | 0                                    | 2         | 0         | 0               | 0              | 0                 | 4                | 6                           | 0% \$ 732.03    |                |
| <b>4</b>                  | <b>Preliminary Design</b>                                        |                                      |           |           |                 |                |                   |                  |                             |                 |                |
| a.                        | 50% PS&E                                                         | 2                                    | 24        | 0         | 0               | 86             | 0                 | 0                | 112                         |                 |                |
| b.                        |                                                                  | 0                                    | 0         | 0         | 0               | 0              | 0                 | 0                | 0                           | 0               |                |
| c.                        |                                                                  | 0                                    | 0         | 0         | 0               | 0              | 0                 | 0                | 0                           | 0               |                |
|                           | <b>Item 4 Subtotal</b>                                           | 2                                    | 24        | 0         | 0               | 86             | 0                 | 0                | 112                         | 8% \$ 17,770.59 |                |
| <b>5</b>                  | <b>Preliminary Design Meetings</b>                               |                                      |           |           |                 |                |                   |                  |                             |                 |                |
| a.                        | One (1) Meeting                                                  | 2                                    | 4         | 0         | 0               | 0              | 0                 | 0                | 6                           |                 |                |
| b.                        |                                                                  | 0                                    | 0         | 0         | 0               | 0              | 0                 | 0                | 0                           | 0               |                |
| c.                        |                                                                  | 0                                    | 0         | 0         | 0               | 0              | 0                 | 0                | 0                           | 0               |                |
|                           | <b>Item 5 Subtotal</b>                                           | 2                                    | 4         | 0         | 0               | 0              | 0                 | 0                | 6                           | 0% \$ 1,205.12  |                |
| <b>6</b>                  | <b>Environmental Coordination and Permitting</b>                 |                                      |           |           |                 |                |                   |                  |                             |                 |                |
| a.                        | Natural Resources Screening                                      | 0                                    | 4         | 0         | 0               | 0              | 0                 | 8                | 12                          |                 |                |
| b.                        |                                                                  | 0                                    | 0         | 0         | 0               | 0              | 0                 | 0                | 0                           | 0               |                |
| c.                        |                                                                  | 0                                    | 0         | 0         | 0               | 0              | 0                 | 0                | 0                           | 0               |                |
|                           | <b>Item 6 Subtotal</b>                                           | 0                                    | 4         | 0         | 0               | 0              | 0                 | 8                | 12                          | 1% \$ 1,464.06  |                |
| <b>7</b>                  | <b>CCDD Documentation</b>                                        |                                      |           |           |                 |                |                   |                  |                             |                 |                |
| a.                        | Subconsultant (Rubino Engineering, Inc.)                         | 0                                    | 2         | 0         | 0               | 0              | 0                 | 0                | 2                           |                 |                |
| b.                        |                                                                  | 0                                    | 0         | 0         | 0               | 0              | 0                 | 0                | 0                           | 0               |                |
| c.                        |                                                                  | 0                                    | 0         | 0         | 0               | 0              | 0                 | 0                | 0                           | 0               |                |
|                           | <b>Item 7 Subtotal</b>                                           | 0                                    | 2         | 0         | 0               | 0              | 0                 | 0                | 2                           | 0% \$ 384.16    |                |
| <b>8</b>                  | <b>Geotechnical Report</b>                                       |                                      |           |           |                 |                |                   |                  |                             |                 |                |
| a.                        | Subconsultant (Rubino Engineering, Inc.)                         | 0                                    | 2         | 0         | 0               | 0              | 0                 | 0                | 2                           |                 |                |
| b.                        |                                                                  | 0                                    | 0         | 0         | 0               | 0              | 0                 | 0                | 0                           | 0               |                |
| c.                        |                                                                  | 0                                    | 0         | 0         | 0               | 0              | 0                 | 0                | 0                           | 0               |                |
|                           | <b>Item 8 Subtotal</b>                                           | 0                                    | 2         | 0         | 0               | 0              | 0                 | 0                | 2                           | 0% \$ 384.16    |                |
| <b>9</b>                  | <b>Estimates of Cost and Time</b>                                |                                      |           |           |                 |                |                   |                  |                             |                 |                |
| a.                        | BLR 11510 and BDE 220A                                           | 0                                    | 2         | 0         | 0               | 0              | 0                 | 16               | 18                          |                 |                |
| b.                        |                                                                  | 0                                    | 0         | 0         | 0               | 0              | 0                 | 0                | 0                           | 0               |                |
| c.                        |                                                                  | 0                                    | 0         | 0         | 0               | 0              | 0                 | 0                | 0                           | 0               |                |
|                           | <b>Item 9 Subtotal</b>                                           | 0                                    | 2         | 0         | 0               | 0              | 0                 | 16               | 18                          | 1% \$ 1,775.65  |                |
| <b>10</b>                 | <b>Special Provisions and Bidding Documents</b>                  |                                      |           |           |                 |                |                   |                  |                             |                 |                |
| a.                        | 90% Documents                                                    | 0                                    | 24        | 0         | 0               | 0              | 0                 | 40               | 64                          |                 |                |
| b.                        |                                                                  | 0                                    | 0         | 0         | 0               | 0              | 0                 | 0                | 0                           | 0               |                |
| c.                        |                                                                  | 0                                    | 0         | 0         | 0               | 0              | 0                 | 0                | 0                           | 0               |                |
|                           | <b>Item 10 Subtotal</b>                                          | 0                                    | 24        | 0         | 0               | 0              | 0                 | 40               | 64                          | 5% \$ 8,088.64  |                |
| <b>11</b>                 | <b>Contract Plans, Special Provisions, and Bidding Documents</b> |                                      |           |           |                 |                |                   |                  |                             |                 |                |
| a.                        | 100% PS&E                                                        | 2                                    | 8         | 0         | 0               | 86             | 0                 | 16               | 112                         |                 |                |
| b.                        |                                                                  | 0                                    | 0         | 0         | 0               | 0              | 0                 | 0                | 0                           | 0               |                |
| c.                        |                                                                  | 0                                    | 0         | 0         | 0               | 0              | 0                 | 0                | 0                           | 0               |                |
|                           | <b>Item 11 Subtotal</b>                                          | 2                                    | 8         | 0         | 0               | 86             | 0                 | 16               | 112                         | 8% \$ 16,088.80 |                |

**2024 Streets Improvement  
Village of Oak Brook**

**Cost Estimate of Consultant Services**

| Item No.                       | Task                                             | Staff Classifications and Work Hours |            |                 |                |                   |                  |                             | Total Workhours | % of Workhours | Labor Fee           |
|--------------------------------|--------------------------------------------------|--------------------------------------|------------|-----------------|----------------|-------------------|------------------|-----------------------------|-----------------|----------------|---------------------|
|                                |                                                  | Principal                            | Design PM  | Construction PM | Chief Surveyor | Senior Technician | Survey Assistant | Project / Resident Engineer |                 |                |                     |
| <b>12</b>                      | <b>Utility Coordination</b>                      |                                      |            |                 |                |                   |                  |                             |                 |                |                     |
| a.                             | Basemapping Private Utilities                    | 0                                    | 0          | 0               | 0              | 4                 | 0                | 16                          | 20              |                |                     |
| b.                             |                                                  | 0                                    | 0          | 0               | 0              | 0                 | 0                | 0                           | 0               |                |                     |
| c.                             |                                                  | 0                                    | 0          | 0               | 0              | 0                 | 0                | 0                           | 0               |                |                     |
|                                | <b>Item 12 Subtotal</b>                          | <b>0</b>                             | <b>0</b>   | <b>0</b>        | <b>0</b>       | <b>4</b>          | <b>0</b>         | <b>16</b>                   | <b>20</b>       | <b>1%</b>      | <b>\$ 1,983.30</b>  |
| <b>13</b>                      | <b>QC/QA</b>                                     |                                      |            |                 |                |                   |                  |                             |                 |                |                     |
| a.                             | Review of 100% PS&E                              | 2                                    | 4          | 16              | 0              | 0                 | 0                | 0                           | 22              |                |                     |
| b.                             |                                                  | 0                                    | 0          | 0               | 0              | 0                 | 0                | 0                           | 0               |                |                     |
| c.                             |                                                  | 0                                    | 0          | 0               | 0              | 0                 | 0                | 0                           | 0               |                |                     |
|                                | <b>Item 13 Subtotal</b>                          | <b>2</b>                             | <b>4</b>   | <b>16</b>       | <b>0</b>       | <b>0</b>          | <b>0</b>         | <b>0</b>                    | <b>22</b>       | <b>2%</b>      | <b>\$ 3,997.06</b>  |
| <b>14</b>                      | <b>IDOT Coordination</b>                         |                                      |            |                 |                |                   |                  |                             |                 |                |                     |
| a.                             | MFT and RBI Requirements                         | 2                                    | 12         | 0               | 0              | 0                 | 0                | 32                          | 46              |                |                     |
| b.                             |                                                  | 0                                    | 0          | 0               | 0              | 0                 | 0                | 0                           | 0               |                |                     |
| c.                             |                                                  | 0                                    | 0          | 0               | 0              | 0                 | 0                | 0                           | 0               |                |                     |
|                                | <b>Item 14 Subtotal</b>                          | <b>2</b>                             | <b>12</b>  | <b>0</b>        | <b>0</b>       | <b>0</b>          | <b>0</b>         | <b>32</b>                   | <b>46</b>       | <b>3%</b>      | <b>\$ 5,524.74</b>  |
| <b>15</b>                      | <b>Bidding Assistance</b>                        |                                      |            |                 |                |                   |                  |                             |                 |                |                     |
| a.                             | Bidding Assistance                               | 2                                    | 8          | 0               | 0              | 4                 | 0                | 0                           | 14              |                |                     |
| b.                             |                                                  | 0                                    | 0          | 0               | 0              | 0                 | 0                | 0                           | 0               |                |                     |
| c.                             |                                                  | 0                                    | 0          | 0               | 0              | 0                 | 0                | 0                           | 0               |                |                     |
|                                | <b>Item 15 Subtotal</b>                          | <b>2</b>                             | <b>8</b>   | <b>0</b>        | <b>0</b>       | <b>4</b>          | <b>0</b>         | <b>0</b>                    | <b>14</b>       | <b>1%</b>      | <b>\$ 2,565.25</b>  |
|                                | <b>Design Engineering Project Subtotals</b>      | <b>12</b>                            | <b>100</b> | <b>24</b>       | <b>4</b>       | <b>196</b>        | <b>48</b>        | <b>148</b>                  | <b>532</b>      | <b>39%</b>     | <b>\$ 72,525.15</b> |
|                                | <b>% of Workhours</b>                            | <b>1%</b>                            | <b>7%</b>  | <b>2%</b>       | <b>0%</b>      | <b>14%</b>        | <b>4%</b>        | <b>11%</b>                  |                 |                |                     |
| <b>CONSTRUCTION INSPECTION</b> |                                                  |                                      |            |                 |                |                   |                  |                             |                 |                |                     |
| <b>1</b>                       | <b>Pre-Construction Services</b>                 |                                      |            |                 |                |                   |                  |                             |                 |                |                     |
| a.                             |                                                  | 2                                    | 0          | 10              | 0              | 0                 | 0                | 20                          | 32              |                |                     |
| b.                             |                                                  | 0                                    | 0          | 0               | 0              | 0                 | 0                | 0                           | 0               |                |                     |
| c.                             |                                                  | 0                                    | 0          | 0               | 0              | 0                 | 0                | 0                           | 0               |                |                     |
|                                |                                                  | <b>2</b>                             | <b>0</b>   | <b>10</b>       | <b>0</b>       | <b>0</b>          | <b>0</b>         | <b>20</b>                   | <b>32</b>       | <b>2%</b>      | <b>\$ 3,921.12</b>  |
| <b>2</b>                       | <b>Submittal Review</b>                          |                                      |            |                 |                |                   |                  |                             |                 |                |                     |
| a.                             |                                                  | 0                                    | 0          | 10              | 0              | 0                 | 0                | 20                          | 30              |                |                     |
| b.                             |                                                  | 0                                    | 0          | 0               | 0              | 0                 | 0                | 0                           | 0               |                |                     |
| c.                             |                                                  | 0                                    | 0          | 0               | 0              | 0                 | 0                | 0                           | 0               |                |                     |
|                                |                                                  | <b>0</b>                             | <b>0</b>   | <b>10</b>       | <b>0</b>       | <b>0</b>          | <b>0</b>         | <b>20</b>                   | <b>30</b>       | <b>2%</b>      | <b>\$ 3,484.32</b>  |
| <b>3</b>                       | <b>Construction Observation</b>                  |                                      |            |                 |                |                   |                  |                             |                 |                |                     |
| a.                             | 9 hours per day for 75 working days              | 4                                    | 0          | 60              | 0              | 0                 | 0                | 675                         | 739             |                |                     |
| b.                             |                                                  | 0                                    | 0          | 0               | 0              | 0                 | 0                | 0                           | 0               |                |                     |
| c.                             |                                                  | 0                                    | 0          | 0               | 0              | 0                 | 0                | 0                           | 0               |                |                     |
|                                |                                                  | <b>4</b>                             | <b>0</b>   | <b>60</b>       | <b>0</b>       | <b>0</b>          | <b>0</b>         | <b>675</b>                  | <b>739</b>      | <b>54%</b>     | <b>\$ 70,046.76</b> |
| <b>4</b>                       | <b>Material Testing / Geotechnical Services</b>  |                                      |            |                 |                |                   |                  |                             |                 |                |                     |
| a.                             | Subconsultant (Rubino) Allowance                 | 1                                    | 0          | 2               | 0              | 0                 | 0                | 0                           | 3               |                |                     |
| b.                             |                                                  | 0                                    | 0          | 0               | 0              | 0                 | 0                | 0                           | 0               |                |                     |
| c.                             |                                                  | 0                                    | 0          | 0               | 0              | 0                 | 0                | 0                           | 0               |                |                     |
|                                |                                                  | <b>1</b>                             | <b>0</b>   | <b>2</b>        | <b>0</b>       | <b>0</b>          | <b>0</b>         | <b>0</b>                    | <b>3</b>        | <b>0%</b>      | <b>\$ 567.39</b>    |
| <b>5</b>                       | <b>Post-Construction Services</b>                |                                      |            |                 |                |                   |                  |                             |                 |                |                     |
| a.                             |                                                  | 0                                    | 0          | 10              | 0              | 0                 | 0                | 20                          | 30              |                |                     |
| b.                             |                                                  | 0                                    | 0          | 0               | 0              | 0                 | 0                | 0                           | 0               |                |                     |
| c.                             |                                                  | 0                                    | 0          | 0               | 0              | 0                 | 0                | 0                           | 0               |                |                     |
|                                |                                                  | <b>0</b>                             | <b>0</b>   | <b>10</b>       | <b>0</b>       | <b>0</b>          | <b>0</b>         | <b>20</b>                   | <b>30</b>       | <b>2%</b>      | <b>\$ 3,484.32</b>  |
|                                | <b>Construction Inspection Project Subtotals</b> | <b>7</b>                             | <b>0</b>   | <b>92</b>       | <b>0</b>       | <b>0</b>          | <b>0</b>         | <b>735</b>                  | <b>834</b>      | <b>61%</b>     | <b>\$ 81,503.91</b> |
|                                | <b>% of Workhours</b>                            | <b>1%</b>                            | <b>0%</b>  | <b>7%</b>       | <b>0%</b>      | <b>0%</b>         | <b>0%</b>        | <b>54%</b>                  |                 |                |                     |
|                                | <b>Project Totals</b>                            | <b>19</b>                            | <b>100</b> | <b>116</b>      | <b>4</b>       | <b>196</b>        | <b>48</b>        | <b>883</b>                  | <b>1366</b>     | <b>100%</b>    |                     |
|                                | <b>% of Workhours</b>                            | <b>1%</b>                            | <b>7%</b>  | <b>8%</b>       | <b>0%</b>      | <b>14%</b>        | <b>4%</b>        | <b>65%</b>                  |                 |                |                     |

**2024 Streets Improvement  
Village of Oak Brook**

**Cost Estimate of Consultant Services**

| Item No. | Task | Staff Classifications and Work Hours |           |                 |                |                   |                  |                             | Total Workhours | % of Workhours | Labor Fee |
|----------|------|--------------------------------------|-----------|-----------------|----------------|-------------------|------------------|-----------------------------|-----------------|----------------|-----------|
|          |      | Principal                            | Design PM | Construction PM | Chief Surveyor | Senior Technician | Survey Assistant | Project / Resident Engineer |                 |                |           |

Total Labor Fee \$ 154,029.06

Total Direct Costs \$ -

Subconsultants:

Rubino Engineering, Inc. (CCDD Documentation and Geotechnical Report) \$ 10,200.00

Rubino Engineering, Inc. (QA Material Testing ALLOWANCE) \$ 5,000.00

**TOTAL PROJECT COST \$ 169,229.06**





December 18, 2023

To: Kevin C. Vandewoestyne  
Municipal Department Head  
Thomas Engineering Group, LLC  
762 Shoreline Drive, Suite 200  
Aurora, Illinois 60504

Re: Proposal - Geotechnical Exploration  
Proposed 2024 Streets Improvement  
Various Streets  
Oak Brook, Illinois

Proposal No. Q23.570g

Via email: [kevin@thomas-engineering.com](mailto:kevin@thomas-engineering.com)

Dear Mr. Vandewoestyne,

Rubino Engineering, Inc. (Rubino) is pleased to submit the following proposal to provide geotechnical engineering services for the above referenced project. Rubino received a request for proposal from Kevin C. Vandewoestyne of Thomas Engineering Group, LLC via email on November 29, 2023.

#### PROJECT UNDERSTANDING

Rubino understands that Thomas Engineering Group, LLC is working with the Village of Oak Brook for the Village's 2024 Streets Improvement project. Approximately 3¼ miles of roadway are anticipated to be included in the project. Improvements will include patching, milling, and resurfacing, spot curb and gutter repairs, and ADA compliance ramps. The list of roadways includes the following:

- |                    |                    |
|--------------------|--------------------|
| ▪ Kensington Court | ▪ Kensington Rd    |
| ▪ Wennes Court     | ▪ Adams Road       |
| ▪ Birchwood Rd     | ▪ Hunt Club Lane   |
| ▪ Hunt Club Drive  | ▪ Robin Hood Ranch |

Thomas Engineering has requested Rubino to perform one (1) pavement core, one (1) soil boring, and CCDD testing along each of the roadways listed above.

#### Information received:

- RFP email from Kevin C. Vandewoestyne of Thomas Engineering Group, LLC on November 29, 2023.
- '2023-11-28-2024 Streets RFP' prepared by the Village of Oak Brook

### Field Services Scope of Services Summary

Additional Scope discussion can be found in subsequent pages of this proposal

|                                                         |                                                                   |
|---------------------------------------------------------|-------------------------------------------------------------------|
| <b>Client Notification Needed prior to mobilization</b> | Please notify Rubino if this is needed upon project authorization |
| <b>Site Access</b>                                      | Open site                                                         |
| <b>Field Equipment / Soil Sampling Method Proposed</b>  | Core Machine, DCP and Hand Direct Push                            |
| <b>Traffic Control Needs</b>                            | Cones and signage, flaggers not anticipated                       |
| <b>Boring Location Plan</b>                             | See below for aerial / KMZ                                        |
| <b>Soil Sampling</b>                                    | DCP – Continuous                                                  |
| <b>Backfill Needs</b>                                   | Cuttings, excess spoils remain on site                            |
| <b>Patching</b>                                         | Concrete                                                          |
| <b>Site Protection or Restoration included</b>          | None                                                              |
| <b>Groundwater Readings</b>                             | During drilling and upon auger removal                            |
| <b>CCDD</b>                                             | 662 – soil grabs at all boring and direct push locations + pH     |

#### Shallow Boring Depths

To obtain data to evaluate subsurface conditions within the proposed development/construction areas. Rubino proposes the drilling scope of work as detailed below:

| NUMBER OF DCP & DIRECT PUSHES | NUMBER OF CORES WITH PAVEMENT THICKNESS | DEPTH (FEET BEG*)           | LOCATION         | IBV METHOD |
|-------------------------------|-----------------------------------------|-----------------------------|------------------|------------|
| 1                             | 1                                       | 2 - 4                       | Kensington Court | DCP        |
| 1                             | 1                                       |                             | Kensington Road  |            |
| 1                             | 1                                       |                             | Wennes Court     |            |
| 1                             | 1                                       |                             | Adams Road       |            |
| 1                             | 1                                       |                             | Birchwood Road   |            |
| 1                             | 1                                       |                             | Hunt Club Lane   |            |
| 1                             | 1                                       |                             | Hunt Club Drive  |            |
| 1                             | 1                                       |                             | Robin Hood Ranch |            |
| <b>8 Total Borings</b>        | <b>8 Total Cores</b>                    | <b>32 Total Lineal Feet</b> |                  |            |

#### Direct Push Depths

| NUMBER OF DIRECT PUSH SAMPLE LOCATIONS FOR CCDD 662 TESTING | DEPTH (FEET BEG*) | LOCATION                         |
|-------------------------------------------------------------|-------------------|----------------------------------|
| 2                                                           | 2 – 4             | Kensington Road (E-01 and E-02)  |
| 1                                                           | 2 – 4             | Hunt Club Lane (E-03)            |
| 2                                                           | 2 – 4             | Robin Hood Ranch (E-04 and E-05) |
| 4                                                           | 2 – 4             | Adams Road (E-06 through E-09)   |

\*BEG = below existing grade

Should any of the information on which this proposal has been based, including as described above, be inconsistent with the planned construction, Rubino requests to be contacted immediately in order to make any necessary changes to this proposal and scope of work.

## SCOPE OF SERVICES DISCUSSION

The following sections outline the scope of services developed based on the information provided by the client and the information listed above in order to provide a geotechnical exploration the planned project. The exploration will be performed in general accordance with both the requested proposal information and Rubino's current understanding of the project.

### Site Access

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the project site will be accessible to pick-up truck with DCP testing and hand auger sampling equipment.

### Traffic Control

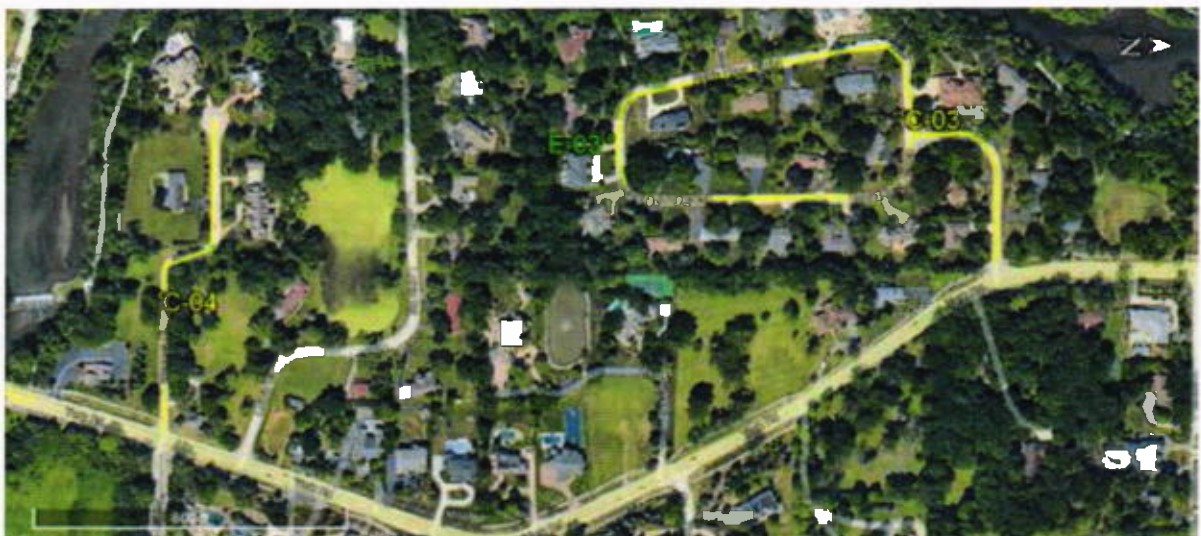
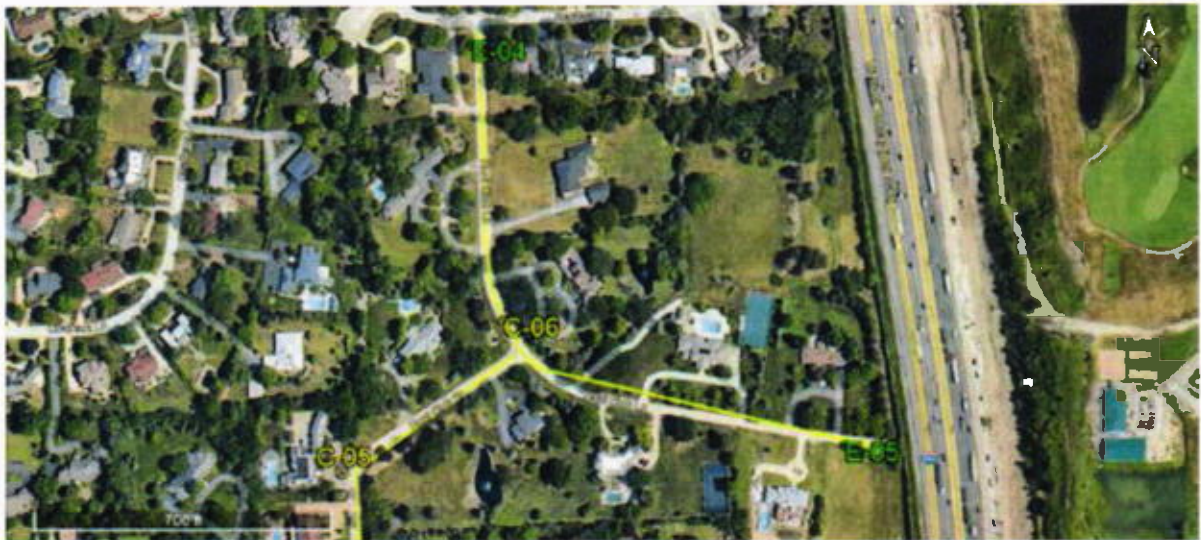
Traffic control will consist of cones and truck lighting, as determined to be needed at the time of drilling. Rubino does not anticipate the need for additional traffic control, if the boring locations change flaggers can be provided for an additional fee.

### Boring and Direct Push Locations

The approximate proposed boring locations are shown below. Rubino recommends that the borings be located and surveyed for elevation by others prior to drilling. If the borings cannot be surveyed, Rubino will locate the borings in the field by measuring distances from known, fixed site features.







#### DCP and Direct Push Sampling and Soil Classification

Shallow borings will be performed with a direct push tooling, driven by a jackhammer through the corehole and an insitu strength profile will be obtained with a dynamic cone penetrometer (DCP).

### Completion of Borings

Upon completion of drilling, the borings and cores will be backfilled with and capped with similar Quikrete. Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. Rubino will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included.

It should be noted that over time, some settlement may occur in the bore hole. If Rubino is requested to return to the site for the purpose of filling any bore holes that may have settled, additional time and material charges may apply.

### Geotechnical Laboratory Testing

The soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of laboratory tests. The nature and extent of the laboratory testing program is at the discretion of Rubino Engineering, Inc. and will depend upon the subsurface conditions encountered during drilling.

Laboratory testing will be performed in accordance with ASTM procedures and may include examination of selected samples to evaluate the soils' index properties and relative strength characteristics.

Based on the proposed quantity of soil borings, anticipated depths, and project type, a list of the anticipated laboratory tests are summarized below.

| LABORATORY TEST          | ESTIMATED QUANTITY | SAMPLE TYPE                       |
|--------------------------|--------------------|-----------------------------------|
| Atterberg Limits         | 2                  | Split spoon, bulk, or Shelby Tube |
| Natural Moisture Content | 16                 | Cohesive Samples                  |
| Organic Content          | 4                  | Split spoon, bulk, or Shelby Tube |

### **CCDD TESTING – LPC 662 ONLY**

Rubino will obtain a "Potential Impacted Property" (PIP) evaluation of the area near the proposed improvements.

If the PIP evaluation indicates no further testing is needed for form LPC-662, Rubino will composite soil samples from each borehole for soil analytical testing in general compliance with the IEPA CCDD requirements.

- PIP Evaluation (Historical & Regulatory)
  - 6 Eris Report
- Soil Analytical Tests:
  - pH (17 total tests)
- P.E. Certification (LPC #662)
- *LPC-662 CCDD Certification, as applicable*

Please note that CCDD certification requirements vary depending on the dump site. The above scope should be reviewed by the proposed dump site to determine compliance with the site's specific requirements.



## GEO REPORT

Upon completion of field and laboratory work, Rubino will prepare a geotechnical engineering report using the collected data. The geo report will include the following:

- *Summary of client-provided project information and report basis*
- *Overview of encountered subsurface conditions*
- *Overview of field and laboratory tests performed including results*
  - *Summary table of encountered pavement and subbase stone thickness with photo documentation*
- *Geotechnical recommendations pertaining to:*
  - *Subgrade preparation*
  - *Subgrade Stability*
  - *Estimated IBV value at each boring location*
- *Construction considerations, including temporary excavation and construction control of water*

An electronic copy of the report will be provided. The report will be addressed to Thomas Engineering Group, LLC.

## PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 5 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

| Task                                          | Number of Working Days |
|-----------------------------------------------|------------------------|
| Utility clearance and rig mobilization        | 10 – 15                |
| Field work including site layout and drilling | 5                      |
| Laboratory Testing                            | 10 – 12                |
| Preparation of the Geotechnical Report        | 10                     |
| CCDD Field and Reporting                      | 15 - 20                |

Project schedules can be affected by weather conditions and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible. Preliminary verbal recommendations can be made to appropriate parties upon completion of the field investigation and laboratory testing. Rubino will need to receive a signed copy of this proposal intact prior to mobilizing the drill rig.

## UTILITY LOCATE AND OUTSIDE SERVICES

Rubino will coordinate contacting the Utility "One-Call" for public utility clearance prior to the start of drilling activities. It is Rubino's experience that this service does not mark the locations of privately owned utilities. This proposal is based on privately owned utility locates being coordinated by the owner prior to drill rig mobilization.



## FEES

Rubino proposes to charge the fee for performance of the outlined scope of services on a lump-sum basis. Based on the scope of services outlined above, the lump-sum fee will be:

|                               |                                           |                    |                    |
|-------------------------------|-------------------------------------------|--------------------|--------------------|
| <b>Subsurface Exploration</b> | Boring Layout / Utility / PM              | \$ 600.00          | Lump sum           |
|                               | Crew Mobilization, sampling, and testing  | \$ 4,000.00        | Lump sum           |
|                               | Pavement Cores (240 per core)             | \$ 1,920.00        | Lump sum           |
| <b>Lab</b>                    | Geotechnical Lab Tests as described above | \$ 380.00          | Lump sum           |
| <b>Reporting</b>              | Preparation of the Geotechnical Report    | \$ 1,500.00        | Lump sum           |
| <b>CCDD 662</b>               | PIP Evaluation, pH, and LPC Form 662:     | \$ 1,800.00        | Lump sum           |
|                               |                                           | <b>\$10,200.00</b> | <b>Grand Total</b> |

Please see the attached fee schedule for additional unit rates for services requested after issuing the geotechnical report (drawing / spec review, scope or site layout change, etc.).

### Scope Limitations

Project services do not include a site evaluation to determine the presence or absence of wetlands, hazardous substances, or toxic materials.

Rock coring is not included in the scope of this exploration, therefore, the character and continuity of refusal materials, if encountered, can be determined only with a more comprehensive scope of services. Therefore, the borings will be advanced to the depths referenced above, or to refusal, whichever is shallower.

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. Should conditions be encountered which require a deepening of borings or additional investigation, Rubino will notify you to discuss modifying the outlined scope of services. Additional work beyond the lump-sum fee will not be performed without your prior authorization.

## AUTHORIZATION

If this proposal is acceptable to you, Rubino will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. Rubino will proceed with the work upon receipt of authorization.

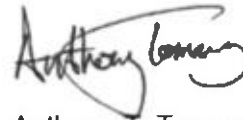
Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact Rubino with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

**RUBINO ENGINEERING, INC.**



Michelle A. Lipinski, PE  
President



Anthony T. Tomaras  
Project Manager

**RUBINO ENGINEERING, INC. IS:  
AN AASHTO-ACCREDITED LABORATORY  
IDOT PREQUALIFIED  
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)**

MAL/file

Attachments: Proposal Acceptance and Data Sheet  
Schedule of Services and Fees  
General Conditions

\*\*This is an electronic copy. Hard Copies of this proposal are available upon request.

**PROPOSAL ACCEPTANCE:**

|                                 |                     |                  |
|---------------------------------|---------------------|------------------|
| <b>AGREED TO, THIS</b> _____    | <b>DAY OF</b> _____ | <b>, 202</b> __. |
| <b>BY (please print):</b> _____ |                     |                  |
| <b>TITLE:</b> _____             |                     |                  |
| <b>COMPANY:</b> _____           |                     |                  |
| <b>SIGNATURE:</b> _____         |                     |                  |

**PROJECT INFORMATION:**

|                                                                              |                           |
|------------------------------------------------------------------------------|---------------------------|
| 1. Project Name: _____                                                       |                           |
| 2. Project Location: _____                                                   |                           |
| 3. Your Job No: _____                                                        | Purchase Order No.: _____ |
| 4. Project Manager: _____                                                    | Telephone No.: _____      |
| 5. Site Contact: _____                                                       | Telephone No.: _____      |
| 6. Number and Distribution of Reports:                                       |                           |
| ( ) Copies To: _____                                                         | ( ) Copies To: _____      |
| _____                                                                        | _____                     |
| _____                                                                        | _____                     |
| Attn: _____                                                                  | Attn: _____               |
| Email: _____                                                                 | Email: _____              |
|                                                                              |                           |
| ( ) Copies To: _____                                                         | ( ) Copies To: _____      |
| _____                                                                        | _____                     |
| _____                                                                        | _____                     |
| Attn: _____                                                                  | Attn: _____               |
| Email: _____                                                                 | Email: _____              |
|                                                                              |                           |
| 7. Invoicing Address: _____                                                  |                           |
| _____                                                                        |                           |
| _____                                                                        |                           |
| Attn: _____                                                                  |                           |
| Email: _____                                                                 |                           |
|                                                                              |                           |
| 8. Other Pertinent Information Or Previous Subsurface Information Available: |                           |
| _____                                                                        |                           |
| _____                                                                        |                           |

**Rubino Engineering, Inc.**  
**2023 Schedule of Geotechnical Services & Fees**

**ENGINEERING**

Professional and Technical Services for site evaluation, field supervision, analysis of test data and engineering recommendations and consultation:

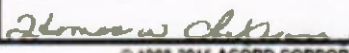
|                                                                 |          |    |        |
|-----------------------------------------------------------------|----------|----|--------|
| Principal Engineer                                              | Per Hour | \$ | 185.00 |
| Project Engineer/Manager                                        | Per Hour | \$ | 135.00 |
| Engineering Field Technician / Field Engineer / Field Geologist | Per Hour | \$ | 105.00 |

**LABORATORY TESTING**

|                                               |      |    |       |
|-----------------------------------------------|------|----|-------|
| Moisture Content Test / Visual Classification | Each | \$ | 7.00  |
| Atterberg Limits Determination (LL, PL)       | Each | \$ | 65.00 |

**FEE REMARKS**

- 1) All fees and services are provided in accordance with the attached Rubino General Conditions.
- 2) Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter. Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- 3) All rates are billed on a portal-to-portal basis.
- 4) Standby time due to delays beyond Rubino's control will be charged at the applicable hourly rate.
- 5) Transportation and per diem are charged at the applicable rates.
- 6) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 7) A minimum charge of 4 hours applies to field testing and observation services. Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum charge of 4 hours.
- 8) For all Rubino services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 9) The minimum billing increment for time is a half hour.
- 10) A project set-up charge of a minimum of two hours applies to all projects.
- 11) Professional services rates are exclusive of expert deposition or testimony time.
- 12) Drilling and field service rates are based on OSHA Level D personnel protection.
- 13) For sites where drilling is to occur that are not readily accessible to a truck mounted drill rig, rates for rig mobility, site clearing, crew stand-by time, etc. will be charged as applicable.
- 14) If applicable the prevailing wage fees charged under this agreement will be adjusted if there is any change in the applicable prevailing wage rate established by the Illinois Department of Labor.
- 15) Services and fees not listed on this schedule may be quoted on request.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                    |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                |                                                                                                                                                                                                                                            |           |                       |        |       |           |                           |        |       |           |  |  |  |           |  |  |  |           |  |  |  |           |  |  |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------------|--------|-------|-----------|---------------------------|--------|-------|-----------|--|--|--|-----------|--|--|--|-----------|--|--|--|-----------|--|--|--|
| Client#: 1171577                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                    | RUBINENG         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | DATE (MM/DD/YYYY)<br>9/13/2023 |                                                                                                                                                                                                                                            |           |                       |        |       |           |                           |        |       |           |  |  |  |           |  |  |  |           |  |  |  |           |  |  |  |
| <b>ACORD - CERTIFICATE OF LIABILITY INSURANCE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                    |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                |                                                                                                                                                                                                                                            |           |                       |        |       |           |                           |        |       |           |  |  |  |           |  |  |  |           |  |  |  |           |  |  |  |
| THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.                                                                                   |                                                                                                                                                                                                                                                                                                                                                                    |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                |                                                                                                                                                                                                                                            |           |                       |        |       |           |                           |        |       |           |  |  |  |           |  |  |  |           |  |  |  |           |  |  |  |
| IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                    |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                |                                                                                                                                                                                                                                            |           |                       |        |       |           |                           |        |       |           |  |  |  |           |  |  |  |           |  |  |  |           |  |  |  |
| PRODUCER<br>USI Ins Svcs LLC Euclid-Prof<br>2021 Spring Road, Suite 100<br>Oak Brook, IL 60523<br>312 442-7200                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                    |                  | CONTACT<br>Laurie Cleninger<br>Phone: 630 625-5219 FAX: 610 537-0839<br>Email: AECertificates@usi.com                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                |                                                                                                                                                                                                                                            |           |                       |        |       |           |                           |        |       |           |  |  |  |           |  |  |  |           |  |  |  |           |  |  |  |
| INSURED<br>Rubino Engineering, Inc.<br>425 Shepard Dr<br>Elgin, IL 60123                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                    |                  | INSURERS AFFORDING COVERAGE<br><table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>INSURER A</td> <td>RLI Insurance Company</td> <td>NAIC #</td> <td>13056</td> </tr> <tr> <td>INSURER B</td> <td>Pacific Insurance Company</td> <td>NAIC #</td> <td>10046</td> </tr> <tr> <td>INSURER C</td> <td></td> <td></td> <td></td> </tr> <tr> <td>INSURER D</td> <td></td> <td></td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> <td></td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> <td></td> <td></td> </tr> </table> |                                |                                                                                                                                                                                                                                            | INSURER A | RLI Insurance Company | NAIC # | 13056 | INSURER B | Pacific Insurance Company | NAIC # | 10046 | INSURER C |  |  |  | INSURER D |  |  |  | INSURER E |  |  |  | INSURER F |  |  |  |
| INSURER A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | RLI Insurance Company                                                                                                                                                                                                                                                                                                                                              | NAIC #           | 13056                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                |                                                                                                                                                                                                                                            |           |                       |        |       |           |                           |        |       |           |  |  |  |           |  |  |  |           |  |  |  |           |  |  |  |
| INSURER B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Pacific Insurance Company                                                                                                                                                                                                                                                                                                                                          | NAIC #           | 10046                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                |                                                                                                                                                                                                                                            |           |                       |        |       |           |                           |        |       |           |  |  |  |           |  |  |  |           |  |  |  |           |  |  |  |
| INSURER C                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                    |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                |                                                                                                                                                                                                                                            |           |                       |        |       |           |                           |        |       |           |  |  |  |           |  |  |  |           |  |  |  |           |  |  |  |
| INSURER D                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                    |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                |                                                                                                                                                                                                                                            |           |                       |        |       |           |                           |        |       |           |  |  |  |           |  |  |  |           |  |  |  |           |  |  |  |
| INSURER E                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                    |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                |                                                                                                                                                                                                                                            |           |                       |        |       |           |                           |        |       |           |  |  |  |           |  |  |  |           |  |  |  |           |  |  |  |
| INSURER F                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                    |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                |                                                                                                                                                                                                                                            |           |                       |        |       |           |                           |        |       |           |  |  |  |           |  |  |  |           |  |  |  |           |  |  |  |
| COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                    |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                |                                                                                                                                                                                                                                            |           |                       |        |       |           |                           |        |       |           |  |  |  |           |  |  |  |           |  |  |  |           |  |  |  |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |                                                                                                                                                                                                                                                                                                                                                                    |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                |                                                                                                                                                                                                                                            |           |                       |        |       |           |                           |        |       |           |  |  |  |           |  |  |  |           |  |  |  |           |  |  |  |
| LINE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                  | ADDITIONAL CODES | POLICY NUMBER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | POLICY EFF. DATE (MM/DD/YYYY)  | POLICY EXP. DATE (MM/DD/YYYY)      LIMITS                                                                                                                                                                                                  |           |                       |        |       |           |                           |        |       |           |  |  |  |           |  |  |  |           |  |  |  |           |  |  |  |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER SUBJECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER |                  | PSB0003777                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 09/01/2023                     | 09/01/2024<br>EACH OCCURRENCE: \$1,000,000<br>DAMAGE TO RENTED EQUIPMENT: \$1,000,000<br>MED EXP (any one person): \$10,000<br>PERSONAL & ADV INJURY: \$1,000,000<br>GENERAL AGGREGATE: \$2,000,000<br>PRODUCTS - COMP/OP AGG: \$2,000,000 |           |                       |        |       |           |                           |        |       |           |  |  |  |           |  |  |  |           |  |  |  |           |  |  |  |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                             |                  | PSA0001881                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 09/01/2023                     | 09/01/2024<br>COMBINED SINGLE LIMIT (a report): \$1,000,000<br>BODILY INJURY (Per person): \$<br>BODILY INJURY (Per accident): \$<br>PROPERTY DAMAGE (Per accident): \$                                                                    |           |                       |        |       |           |                           |        |       |           |  |  |  |           |  |  |  |           |  |  |  |           |  |  |  |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>MED:      RETENTION: \$                                                                                                                                                                                         |                  | PSE0002142                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 09/01/2023                     | 09/01/2024<br>EACH OCCURRENCE: \$5,000,000<br>AGGREGATE: \$5,000,000                                                                                                                                                                       |           |                       |        |       |           |                           |        |       |           |  |  |  |           |  |  |  |           |  |  |  |           |  |  |  |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROFESSIONAL PARTNERSHIP/EXECUTIVE OFFICER/OWNER IS EXCLUDED?<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                  | Y N<br>Y N A     | PSW0002789                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 09/01/2023                     | 09/01/2024<br><input checked="" type="checkbox"/> E.L. COVERAGE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT: \$1,000,000<br>E.L. DISEASE - PER EMPLOYEE: \$1,000,000<br>E.L. DISEASE - POLICY LIMIT: \$1,000,000                  |           |                       |        |       |           |                           |        |       |           |  |  |  |           |  |  |  |           |  |  |  |           |  |  |  |
| B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Professional Liability                                                                                                                                                                                                                                                                                                                                             |                  | 83OH056719923                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 09/01/2023                     | 09/01/2024<br>\$2,000,000 each claim / \$4,000,000 annual aggr.                                                                                                                                                                            |           |                       |        |       |           |                           |        |       |           |  |  |  |           |  |  |  |           |  |  |  |           |  |  |  |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule may be attached if more space is required)<br>Professional Liability is written on a 'claims made' policy form.<br>Some or all officers are excluded from Workers Compensation coverage.                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                    |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                |                                                                                                                                                                                                                                            |           |                       |        |       |           |                           |        |       |           |  |  |  |           |  |  |  |           |  |  |  |           |  |  |  |
| CERTIFICATE HOLDER<br>Rubino Engineering, Inc.<br>425 Shepard Dr.<br>Elgin, IL 60123                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                    |                  | CANCELLATION<br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br>                                                                                                                                                                                                                                                    |                                |                                                                                                                                                                                                                                            |           |                       |        |       |           |                           |        |       |           |  |  |  |           |  |  |  |           |  |  |  |           |  |  |  |
| © 1988-2015 ACORD CORPORATION. All rights reserved.                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                    |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                |                                                                                                                                                                                                                                            |           |                       |        |       |           |                           |        |       |           |  |  |  |           |  |  |  |           |  |  |  |           |  |  |  |

ACORD 25 (2015 03) 1 of 1  
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## GENERAL CONDITIONS

**1. PARTIES AND SCOPE OF SERVICES:** Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal. Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc. or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

**2. TESTS AND INSPECTIONS:** Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

**3. SCHEDULING OF SERVICES:** The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

**4. ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment, however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

**6. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants.

**6. RESPONSIBILITY:** Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

**7. SAMPLE DISPOSAL:** Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

**8. PAYMENT:** Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

**9. STANDARD OF CARE:** RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

**10. INDEMNITY:** To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

**11. TERMINATION:** This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering, Inc. has been paid in full all amounts due for services, expenses and other related charges.

**12. DISPUTE RESOLUTION:** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If the negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

**13. WITNESS FEES:** Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

**14. NO HIRE:** Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

**15. HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

**16. PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

**17. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

**Rubino Engineering, Inc.**





**ITEM 8.A.3.**

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

**AGENDA ITEM**

Board of Trustees Regular Meeting  
of  
January 23, 2024

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**SUBJECT:** A Resolution Adopting the 2024 DMMC Legislative Action Program

**FROM:** Greg Summers, Village Manager

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

**RECOMMENDED MOTION:** Motion to approve Resolution R-2172, A Resolution Adopting the 2024 Legislative Positions and Priorities of the DuPage Mayors and Managers Conference.

**Background/History:**

The Village has in the past adopted the legislative positions of the DuPage Mayors and Managers Conference (DMMC) and the Illinois Municipal League (as expressed in their respective Legislative Action Program and in other legislative positions taken in the course of the legislative session) as Village policy through adoption of formal resolutions to that effect.

The DMMC's 2024 Legislative Action Program, includes the following listed legislative priorities:

Restore the Local Government Distributive Fund:

- Restoration of the Local Government Distributive Fund to 10% which will allow local governments to invest in their communities where it is needed most . This per capita funding benefits all municipalities, returning locally generated tax revenue to support critical community services without raising taxes on residents & businesses.

Sustainable Public Pensions:

- The consolidation of public safety pension fund assets in 2019 fully addressed federal “safe harbor” requirements for downstate police and firefighters. Public pensions, and the taxpayers that fund them, must be protected by preventing further Tier 2 pension sweeteners for police, fire, and IMRF.

### Freedom of Information Act/Open Meetings Act:

- Common-sense amendments to the Freedom of Information Act and Open Meetings Act will allow for transparency of government without costly and time-consuming misuse of the system.
  - Permit public meetings to be held remotely at the discretion of local officials.
  - Extend the response period for non-commercial FOIA requests, allow fees for producing electronic records, and clarify the definition of a recurrent requester.
  - Add exemptions to FOIA disclosure for automatic license plate readers (LPRs).
  - Clarify inconsistent language regarding attorney/client privilege during litigation.
  - Address burdensome FOIA requests for police body camera footage of arrests.

### **Recommendation:**

In order to provide appropriate guidance to DMMC, our legislators and Village staff, staff recommends that the Board adopt the legislative positions expressed by the DuPage Mayors and Managers Conference in its 2024 Legislative Action Program (LAP).

### **Attachments:**

1. Resolution Endorsing DMMC 2024 LAP
2. 2024 DMMC LAP\_FINAL

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THE VILLAGE OF OAK BROOK  
COOK AND DUPAGE COUNTIES, ILLINOIS

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RESOLUTION  
NUMBER 2024-DMMC-LP-R-2172

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A RESOLUTION  
ENDORISING THE LEGISLATIVE ACTION PROGRAM OF  
THE DUPAGE MAYORS AND MANAGERS CONFERENCE FOR  
THE 2024 LEGISLATIVE SESSION

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

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

Village Board

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

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RESOLUTION NO. 2024-DMMC-LP-R-2172

A RESOLUTION  
ENDORING THE LEGISLATIVE ACTION PROGRAM OF  
THE DUPAGE MAYORS AND MANAGERS CONFERENCE FOR  
THE 2024 LEGISLATIVE SESSION

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 is a member of the DuPage Mayors and Managers Conference;

WHEREAS, the DuPage Mayors and Managers Conference develops its annual Legislative Action Program with the goal of establishing a comprehensive platform on legislative issues in order to protect and benefit the interests of its member municipalities, residents and businesses in these municipalities, and the region generally;

WHEREAS, on November 15, 2023 the DuPage Mayors and Managers Conference Membership voted unanimously to adopt its 2024 Legislative Action Program, attached hereto; and

WHEREAS, the Village of Oak Brook, will individually benefit by formally establishing positions on legislative issues affecting municipalities, thereby giving clear direction to officials and employees of the Village of Oak Brook regarding legislative positions that may be represented in official capacity or on behalf of the municipality.

NOW, THEREFORE, BE IT RESOLVED, by the Village President and Board of Trustees of the Village of Oak Brook, DuPage and Cook Counties, Illinois in open meeting assembled, 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 – Endorsement Legislative Action Program

That the Village of Oak Brook hereby adopts endorses the DuPage Mayors and Managers Conference's 2024 Legislative Action Program which includes the following listed legislative priorities:

1. Restore the Local Government Distributive Fund
2. Sustainable Public Pensions
3. Freedom of Information Act/Open Meetings Act

Section Three – Direction

That a copy of this Resolution be forwarded to the DuPage Mayors and Managers Conference, to all state and federal legislators representing the Village of Oak Brook, to the Office of the Governor, and to department heads in the Village of Oak Brook.

Section Four – Recording

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

PASSED THIS 23rd day of January 2024.

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

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

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

APPROVED THIS 23rd day of January 2024.

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

ATTEST:

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

EXHIBIT A

[DMMC 2024 Legislative Action Program]





# DuPage Mayors & Managers Conference 2024 Legislative Action Program

*A coalition of cities and villages working together, the Conference fosters collaboration and advocates for excellence in municipal government.*

## Restore the Local Government Distributive Fund

Restoration of the Local Government Distributive Fund to 10% will allow local elected and appointed officials to invest in their communities where it is needed most. This per capita funding benefits all municipalities, returning locally generated tax revenue to support critical community services without raising taxes on residents & businesses.

Roads, Bridges, & Sidewalks ♦ Public Safety ♦ Snow Removal  
Pensions ♦ Social Services ♦ Forestry ♦ Stormwater Management  
Police Training & Body Cameras ♦ Lead Service Line Replacement

## Sustainable Public Pensions

The consolidation of public safety pension fund assets in 2019 fully addressed federal “safe harbor” requirements for downstate police and firefighters. Public pensions, and the taxpayers that fund them, must be protected by preventing further Tier 2 pension sweeteners for police, fire, and IMRF.

## Freedom of Information Act/Open Meetings Act

Common-sense amendments to the Freedom of Information Act and Open Meetings Act will allow for transparency of government without costly and time-consuming misuse of the system.

- Permit public meetings to be held remotely at the discretion of local officials.
- Extend the response period for non-commercial FOIA requests, allow fees for producing electronic records, and clarify the definition of a recurrent requester.
- Add exemptions to FOIA disclosure for automatic license plate readers (LPRs).
- Clarify inconsistent language regarding attorney/client privilege during litigation.
- Address burdensome FOIA requests for police body camera footage of arrests.



**ITEM 8.A.4.**

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

**AGENDA ITEM**

Board of Trustees Regular Meeting  
of  
January 23, 2024

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**SUBJECT:** A Resolution Approving and Authorizing the Execution of a Contract By and Between the Village of Oak Brook and Municipal GIS Partners, Incorporated

**FROM:** Thomas Gilbert, Information Technology Director

**BUDGET SOURCE/BUDGET IMPACT:** GIS: Program 152-76950 (Infrastructure Fund) - \$139,000.00 (2024 Budget)

**RECOMMENDED MOTION:** I move that the Village Board waive competitive bidding and approve the agreement renewal with the GIS Service Provider currently held by Municipal GIS Partners, Inc. (MGP) in the amount of \$138,054.48 and approve Resolution 2024-IT-GIS-AG-R-2173.

**Background/History:**

In January 2009, the Village entered the Geographic Information System Consortium (GISC). Since that time, numerous projects have been completed in the areas of Public Safety, Planning, Engineering, Administration, and Infrastructure.

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

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

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

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

This will be the fifteenth year of the agreement with Municipal GIS Partners, Inc. (MGP). The current agreement expired on December 31, 2023. The proposed agreement is for the period from January 1, 2024, to December 31, 2024.

2009: \$105,166 (Initial Year)  
2010: \$105,166 (Actual – First Renewal)  
2011: \$106,220 (Actual – Second Renewal)  
2012: \$107,229 (Actual – Third Renewal)  
2013: \$109,348 (Actual – Fourth Renewal)  
2014: \$113,892 (Actual – Fifth Renewal)  
2015: \$116,549 (Actual – Sixth Renewal)  
2016: \$117,032 (Actual – Seventh Renewal)  
2017: \$120,623 (Actual – Eight Renewal)  
2018: \$123,712 (Actual – Ninth Renewal)  
2019: \$122,149 (Actual – Tenth Renewal)  
2020: \$125,521 (Actual – Eleventh Renewal)  
2021: \$125,027 (Actual – Twelfth Renewal)  
2022: \$128,631 (Actual – Thirteenth Renewal)  
2023: \$133,515 (Actual – Fourteenth Renewal)  
2024: \$138,054.48 (Proposed – Fifteenth Renewal)

**Recommendation:**

I move that the Village Board waive competitive bidding and approve the agreement renewal with the GIS Service Provider currently held by Municipal GIS Partners, Inc. (MGP) in the amount of \$138,054.48 and approve Resolution 2024-IT-GIS-AG-R-2173.

**Attachments:**

1. Res No 2024-IT-GIS-AG-R-2173
2. GIS Agreement

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THE VILLAGE OF OAK BROOK  
COOK AND DUPAGE COUNTIES, ILLINOIS

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RESOLUTION  
NUMBER 2024-IT-GIS-AG-R-2173

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A RESOLUTION  
TO WAIVE COMPETITIVE BIDDING AND APPROVE THE  
AGREEMENT RENEWAL FOR GEOGRAPHIC INFORMATION  
SYSTEM SERVICES WITH MUNICIPAL GIS PARTNERS, INC.

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

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

Village Board

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Published in pamphlet form by authority of the  
President and the Board of Trustees of the Village of Oak Brook  
on this the 23<sup>rd</sup> day of January 2024

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RESOLUTION NO. 2024-IT-GIS-AG-R-2173

A RESOLUTION  
TO WAIVE COMPETITIVE BIDDING AND APPROVE THE AGREEMENT RENEWAL FOR  
GEOGRAPHIC INFORMATION SYSTEM SERVICES WITH MUNICIPAL GIS PARTNERS,  
INC.

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

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

WHEREAS, in January 2009, the Village entered the Geographic Information System Consortium (GISC) agreement for related geographic information system services in the areas of Public Safety, Planning, Engineering, Administration and Infrastructure;

WHEREAS, the existing agreement expired on December 31, 2023 and is now in need of renewal;

WHEREAS, Staff is requesting the approval of a one-year renewal term of the existing agreement (the "Agreement"), in the form attached hereto and incorporated herein as Exhibit A; in the amount not-to-exceed \$138,054.48; 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 approve the Agreement for the purposes referenced herein.

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

Section One – Recitals

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

Section Two – Approval

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

Section Three – Authorization and Direction

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

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

#### Section Four - Other Actions Authorized

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

#### Section Five - Authorization of Expenditures

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

#### Section Six – Waiver of Bidding Process

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

#### Section Seven - Acts of Village Officials

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

#### Section Eight – Effective Date

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

#### Section Nine - Publication

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

#### Section Ten – Conflict Clause

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

#### Section Eleven – Saving Clause

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

#### Section Twelve – Recording



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

PASSED THIS 23<sup>rd</sup> day of January 2024.

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

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

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

APPROVED THIS 23<sup>rd</sup> day of January 2024.

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

ATTEST:

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

EXHIBIT A

[Agreement]



## REVIEW OF CONTRACTS

Awarding Agency:

VOB

Department:

ITS

Awarded Contract Price:

\$138,054.48

### CONTRACT AMOUNT

☐ Under \$20,000

☒ \$20,000 - \$500,000

Type of Contract:

Prof. Svcs.

Program/Account Number:

152-76950

Budgeted Amount:

\$139,000.00

### NOTES

CRIS Consortium Service Provider  
Contract Renewal

### DEPARTMENT DIRECTOR SIGNATURE

Name:

*[Signature]*

Date: 1/15/24

### INITIAL REVIEWING ATTORNEY SIGNATURE

Name:

*[Signature]*

Date: 1/15/24

### APPROVED BY VILLAGE MANAGER

Name:

*[Signature]*

Date: 1/16/24

### FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name:

*[Signature]*

Date: 1/15/24

- ☐ Three (3) Originals signed by other party Date/Initials \_\_\_\_\_
- ☐ Original provided to staff member for other party Date/Initials \_\_\_\_\_
- ☐ Original provided to Official Files Date/Initials \_\_\_\_\_

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

## GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this "**Contract**") made and entered into this 1st day of January, 2024 (the "**Effective Date**"), by and between the Village of Oak Brook, an Illinois municipal corporation (hereinafter referred to as the "**Municipality**"), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the "**Consultant**").

**WHEREAS**, the Municipality is a member of the Geographic Information System Consortium ("**GISC**");

**WHEREAS**, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the "**Services**") in connection with the Municipality's geographical information system ("**GIS**");

**WHEREAS**, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

**WHEREAS**, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

### SECTION 1 SCOPE OF SERVICES

1.1 **Statement of Work.** This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as **Attachment 1** ("**Statement of Work**"), which shall become a part of and subject to this Contract.

1.2 **Supplemental Statements of Work.** Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract.

1.3 **Additional Compensation.** If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

## **SECTION 2 PERFORMANCE OF WORK**

2.1 All work hereunder shall be performed under the direction of the Village Manager or their designee (hereinafter referred to as the "***Municipality Manager***") in accordance with the terms set forth in this Contract and each relevant Statement of Work.

## **SECTION 3 RELATIONSHIP OF PARTIES**

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers' compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

## **SECTION 4 PAYMENT TO THE CONSULTANT**

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

(e) The Municipality is a tax-exempt municipality and will provide Consultant with a copy of the Municipality's current sales tax exemption certificate. Consultant shall not charge the Municipality any tax incurred by the Consultant for these Services.

4.2 Service Rates. The fees and/or service rates set forth in the Statement of Work and Supplemental Statement of Work include all 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 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 by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

## SECTION 5 TERM

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for one (1) year (the "***Initial Term***").

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a "***Renewal Term***").

5.3 Status of this Contract. The expiration of the Initial Term or a Renewal Term shall not terminate or affect the obligations of the Parties to each other under any existing Statement of Work or Supplemental Statement of Work issued pursuant to this Contract, and such Statement of Work or Supplemental Statement of Work shall continue in full force and effect and shall continue to be governed by the terms of this Contract until the expiration or completion of such Statement of Work or Supplement Statement of Work or until such Statement of Work or Supplemental Statement of Work is itself terminated pursuant to this Contract.

## SECTION 6 TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, (a) the Municipality may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant.; (b) the Consultant may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality; or (c) following the expiration of the Term of this Agreement, and notwithstanding Section 5.3 of this Agreement, either Party may terminate any Statement of Work or any



Supplemental Statement of Work, with or without cause, upon thirty (30) calendar days prior written notice to the other Party.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

6.4 Effect of Termination. Termination of any Statement of Work or Supplemental Statement of Work will have no effect on this Contract. Termination of this Contract will serve to immediately terminate all open Statements of Work and Supplemental Statements of Work, absent a written agreement between the parties otherwise. Termination or expiration of this Contract, any Statement of Work, or any Supplemental Statement of Work will not affect any right or obligation of a party that comes into effect before, upon, or after such termination or expiration, or otherwise survives such termination or expiration, which was incurred by such party prior to such termination or expiration.

## SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or subcontractors ("**Consultant Personnel**") that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant's use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by 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 the Consultant. Consultant shall be fully responsible and assumes liability for the acts and omissions of all subcontractors directly or indirectly employed by, or working at the direction of, the Consultant in the performance of the Services.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall

promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant's business.

## **SECTION 8**

### **ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES**

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate and safe office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program including, without limitation, the following:

(a) Office space for the Consultant's Personnel. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;

(b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel;

(c) Hardware, software, peripherals, internet access, and network connectivity meeting current minimum technical standards, as determined by Consultant from time to time, to perform the program objectives efficiently; and

(d) Any Municipality data or record which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all the Municipality's GIS assets that permit the Consultant to continue Services within a reasonable period of time following a disaster or outage. The Consultant shall be responsible for installing, operating and monitoring the backup and recovery systems for all Consultant's assets that permit the Municipality to continue accessing the GIS Materials and Services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

8.4 Compliance with Law. The Municipality shall comply with all applicable local, state, and federal laws including those pertaining to safety, harassment, and discrimination.

## SECTION 9

### CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the "***Municipal Materials***") are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. "***Third-Party Materials***" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GISC Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the "***GISC Materials***").

(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality's GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality's GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public ("***Confidential Information***"). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary

information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant's or Consultant Personnel's possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within four (4) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or

the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

9.8 Survive Termination. The provisions of Section 9.1 and 9.4 through and including 9.8 shall survive the termination of this Contract.

## **SECTION 10 LIMITATION OF LIABILITY**

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE**

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the intentional, willful and wanton, negligent and/or gross negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in **Attachment 2** to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

## SECTION 12 GENERAL PROVISIONS

12.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "**Act**"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the "**Applicable Regulations**")) of minorities and women in the areas from which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the "**Department**") and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.



(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

12.2 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 (i) 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 (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.

12.3 Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

12.4 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 Municipality or Consultant with respect to this Contract or the Services.

12.5 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that

no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.8 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 Attachments. Attachments 1 and 2 are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment and the text of this Contract, the text of this Contract shall control.

12.13 Rights Cumulative. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

12.14 Good Faith Negotiation. Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute ("**Dispute**"). Such good faith negotiations shall commence promptly upon a party's receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.15 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall

be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality: Village of Oak Brook  
1200 Oak Brook Rd  
Oak Brook, IL 60523  
Attention: Ejaz Khan  
E-mail: ekhan@oak-brook.org

If to Consultant: Municipal GIS Partners, Incorporated  
701 Lee Street, Suite 1020  
Des Plaines, IL 60016  
Attention: Thomas Thomey  
E-mail: tthomey@mgpinc.com

12.16 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "*Force Majeure*"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.17 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.18 Tort Immunity Defenses. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law.

[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

**VILLAGE OF OAK BROOK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

**CONSULTANT: MUNICIPAL GIS  
PARTNERS, INCORPORATED**

By: Donna J. Thomey  
Name: Donna Thomey  
Its: Management Support Specialist

By: Thomas A. Thomey  
Name: Thomas A. Thomey  
Its: President

**Attachment 1**

**Statement of Work  
to  
GIS Consortium Service Provider Contract**

(see attached)



## **Attachment 1 - Statement of Work**

To GIS Consortium Service Provider Contract

### **About Municipal GIS Partners (MGP)**

MGP (the Consultant) is the Service Provider to the GIS Consortium (GISC). It is necessary that each GISC member enter into an annual agreement with the Consultant (GISC Service Provider) to maintain their standing as a GISC member.

GISC Membership includes:

- Complete GIS program staffing with technology cost distribution across GISC members
- User and license access to all membership solutions and products
- Access to and participation in collaborative opportunities to share ideas and solutions

The Included Services section below expands on services provided by this agreement.

### **General Purpose**

The Consultant will perform all or part of the Village of Oak Brook (the Municipality) geographic information system (GIS) management, development, operation, and maintenance as directed by the Municipality. In addition to supporting the GIS program, the Consultant will identify opportunities for continued program development and enhancement.

### **Program Staffing**

The Consultant provides all the requisite staffing and skillsets required to manage the Municipality program including:

- Technical professionals assigned directly to the Municipality
- Advanced technical support staff for analysis, system integration, and escalation
- Systems analysts for ensuring product, solution, and infrastructure performance
- Professional program managers for ensuring service levels

### **Direct Program Hours**

Services related to the direct management, development, operation, and maintenance of the Municipality program required to support the system



### **Team Access During Normal Working Hours**

The Consultant typically works Monday through Friday 8:00AM to 5:00PM. The Municipality has direct access to the staff assigned to the Municipality. Alternatively, the Municipality can call the Consultant's general telephone number or submit an email to Consultant's service desk for service.

### **Emergency Event Support**

The Consultant will support Municipality emergency events within a reasonable timeframe of notification and work to staff the event for its duration. These services are not limited to normal business hours.

The Service Level section below expands on the program staffing services included in this agreement.

### **Staffing Allocation**

Pursuant to the GISC membership agreement and bylaws all members must contract for a service level consistent with the allocation practices as prescribed by the GISC. The direct program staffing allocation for the Municipality for this agreement period is:

**Agreement Period: January 1, 2024, through December 31, 2024**

**Direct Program Hours: 989.00**

**Onsite presence: Average of 9.27 days per month; estimated based upon 90 percent of the direct program hours, provided the Municipality and Consultant shall consult with each other in good faith from time to time on the advisability of flexible work arrangements whereby the program hours may be completed off-site, particularly in circumstances where the assigned staff and program are meeting or exceeding expectations.**

### **Fees and Expenses**

The fee for the staffing allocation set forth above is **\$11,504.54** per month. The total contract value for the agreement period is **\$138,054.48**. Such fee does not include taxes or any reimbursable out-of-pocket expenses that may be incurred by the Consultant.

### **Included Services**

This section identifies the professional staffing, products and solutions, and business structures included in this service agreement. The Municipality is responsible for identifying and prioritizing the aspects of the services that are most important. The Consultant is responsible for implementing those priorities and communicating progress.

### **Staffing and Program Management**

The Consultant provides the required staffing and organization with the skills and expertise to manage, develop, and maintain the system per the Municipality's priorities which includes GISC shared infrastructure, platforms, products and solutions. Services include:

1. Program consulting and reporting with all Municipality departments
2. Data creation, management, and quality control
3. Project identification, management, and delivery
4. Shared solution implementation

5. ERP and department system GIS integration
6. User training and onboarding
7. Resource management and scheduling

### **Data Management**

The Consultant is responsible for managing the GIS and related data based on priorities as directed by the Municipality.

#### **Primary Layers:**

Addresses, parcels, buildings, streets, railroads, water utilities, sewer utilities, municipal boundary, zoning districts, planned unit developments, variances, TIF districts, special use permits, annexations, signs, trees, recreation areas, bike paths, water features, school districts, emergency response boundaries, refuse collection, and legislative districts.

#### **Municipality Priority Layers**

The Consultant's local government data model has over 260 standard layers. Included in this service is the identification, creation, and management of layers as directed by the Municipality.

#### **Data Quality**

One of the primary accountabilities of the Consultant is to ensure that Primary and Municipality Priority layers are of high-quality. Practices employed include:

1. Daily data quality reporting and alerting
2. Mistake proofing databases, processes, and productivity tools
3. Address Verification to identify discrepancies between Municipality ERP and department systems
4. Utility system integrity leveling for completeness, field accuracy and timeliness
5. Formation and support of key data stakeholder teams
6. Data management documentation for Municipality layers

### **Products and Solutions**

GISC Membership includes unlimited access to the products and solutions developed by the Consultant for the GISC and its members. The Consultant is accountable for:

1. Collaboration with third party vendors and partners
2. Deploying shared solutions for the Municipality
3. Identifying and communicating new solution opportunities
4. Managing existing solutions to agreed service levels
5. Infrastructure monitoring, alerting and mitigation
6. Patching, updating, and securing shared infrastructure
7. Researching and evaluating opportunities for development
8. Resource planning and scheduling
9. Scalability planning and right sizing
10. Technical documentation
11. Testing and quality certification

### **Solution List**

The following are the primary products and solutions provided by the Consultant through membership in the GISC:

1. **Address Pre-Check:** A tool to standardize address data in Municipality systems and workflows.
2. **Address Verification:** A product to assess and score community address quality across department systems.
3. **Asset Management and Manager Dashboards:** A solution that enables the Municipality to manage and visualize infrastructure data and maintenance
4. **Community Map Viewer:** A publicly accessible map viewer designed for residents and businesses
5. **Community-Portal:** An address-based portal that integrates and organizes department data for staff, residents, and local businesses
6. **Financial Forecasting:** A tool to project future infrastructure replacement costs
7. **Local Government Data Model:** A database standard developed for, and in partnership, with members of the GISC
8. **myGIS:** A secure staff accessible mapping system to discover and analyze all Municipality GIS data
9. **Story Maps:** A customizable web application to communicate information to the public in a simple and meaningful way
10. **Utility Leveling:** A data quality measurement system to access the ability of utility data to support local government business processes

### **Service Level Agreement**

The Consultant is responsible for managing the quality and availability of GISC infrastructure and solutions. These parameters are determined by GISC Board policy and included in these services.

**Attachment 2**

**Insurance  
to  
GIS Consortium Service Provider Contract**

(see attached)



## Attachment 2 - Insurance

To GIS Consortium Service Provider Contract

### Consultant's Insurance

Consultant shall procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto" with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement.
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance (the policy shall include a 'waiver of subrogation').

B. Minimum Limits of Insurance: Consultant shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages: The Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.
2. The Consultant's insurance coverage shall be primary as respects the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant'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 Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers.
4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*. Consultant agrees to indemnify and defend the Municipality from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Municipality may sustain as a result of personal injury claims by Consultant's employees, except to the extent those claims arise as a result of the Municipality's own negligence.

E. All Coverages: Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Municipality.



- F. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- G. Verification of Coverage: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates 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 received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.

# Release Notes

## 2024 GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This document summarizes the changes to the MGP Service Provider Agreement for 2024 that were approved by unanimous vote by the GIS Consortium (GISC) Board of Directors on July 20, 2023.

***This document is provided for the benefit of the GISC Board Member, and those parties associated with the renewal process. It is not intended, nor is it suggested, to be used as a resource for elected officials.***

### Master Agreement

#### Section 6.1 Voluntary Termination

- Implemented a shorter termination period for cases of statements of work on expired master agreements.

#### Section 8.1 Facilities, Equipment, and Records

- Removed outdated language and added reference to current standards.

#### Section 8.4 Compliance with Law

- Added language regarding compliance with all applicable laws including those pertaining to safety, harassment, and discrimination.

#### Section 12.16 Force Majeure

- Removed duplicated language.

### Attachment 1 – Statement of Work

#### Fees and Expenses

- Clarified language regarding expenses.

### Attachment 2 – Insurance

#### Section G, D.1, D.2, D.3, and D.5

- Updated language regarding municipality representatives for consistency.



**ITEM 8.A.5.**

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

**AGENDA ITEM**

Board of Trustees Regular Meeting  
of  
January 23, 2024

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**SUBJECT:** DACRA Services

**FROM:** Thomas Gilbert, Information Technology Director

**BUDGET SOURCE/BUDGET IMPACT:** Program 151-72500 (Software Maintenance) -  
\$22,200 (2024 Budget) \$24,000 (2025 Budget) \$27,000 ( 2026 Budget)

**RECOMMENDED MOTION:** I move to approve Resolution R-2175, A Resolution Approving and Authorizing a multi-year contract for DACRA services. Pending final attorney review

**Background/History:**

In February 2023, the Police Department was notified that our local ordinance traffic citations, administrative tow, and parking citation software (MSI) was being purchased by DACRA. In May 2023, we were further notified that our traffic citation software (VP2) would be ending at the start of 2024 and that DACRA would also be replacing our traffic citation software. All of these programs being utilized under one umbrella (DACRA) streamlines the records department processes and ensures accuracy.

The Police Department issued over 700 tickets in the last quarter of 2023. The total number of tickets includes:

- P citations = 171 (citations and warnings) of which there were 17 Handicap citations totaling \$4,250 and 86 citations totaling \$4,300
- T citations (tows) = 44 totaling \$22,000
- S citations (state) = 570 totaling \$93,480, of which the Village gets varying percentages based on the court's disposition.

From the above data, we can ascertain that we will not exceed the 500 citation per month limitation which would trigger the additional "per citation" fees as detailed below. Therefore, staff expects to pay only the base monthly fee as detailed:

| <b>Monthly Service Fee = Monthly Licensing Fee + Monthly Usage Fee</b>                  |  | <b>Monthly Service Fee</b> |
|-----------------------------------------------------------------------------------------|--|----------------------------|
| <b>Monthly Licensing Fee</b> – Adjudication, e-Citation, and Police Patrol Modules      |  |                            |
| - January 1, 2024 – December 31, 2024                                                   |  | \$1,850                    |
| - January 1, 2025 – December 31, 2025                                                   |  | \$2,000                    |
| - January 1, 2026 – December 31, 2026                                                   |  | \$2,250                    |
| <b>Monthly Usage Fee</b> – Calculated by totaling fees for citations issued that month: |  |                            |
| - Adjudication Citations Issued That Month –500 included at no cost                     |  | \$3 each                   |
| - State Citations Issued That Month –500 included at no cost                            |  | \$1 each                   |

**Recommendation:**

I move to approve Resolution R-2175, A Resolution Approving and Authorizing a multi-year contract for DACRA services. Pending final attorney review

**Attachments:**

1. Res 2024-PD-AG-DACRA-ADJUD-R-2175
2. DACRA Svcs. Agreement

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THE VILLAGE OF OAK BROOK  
COOK AND DUPAGE COUNTIES, ILLINOIS

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RESOLUTION

2024-PD-AG-DACRA-ADJUD-R-2175

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A RESOLUTION  
APPROVING AND AUTHORIZING A MULTI-YEAR CONTRACT  
FOR DACRA SERVICES

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

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

Village Board

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Published in pamphlet form by authority of the  
President and the Board of Trustees of the Village of Oak Brook  
on this the 23<sup>rd</sup> day of January 2024

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RESOLUTION NO. 2024-PD-AG-DACRA-ADJUD-R-2175

A RESOLUTION  
APPROVING AND AUTHORIZING A MULTI-YEAR CONTRACT FOR DACRA SERVICES

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

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

WHEREAS, in 2023, the Village entered a licensing agreement with Dacra Adjudication systems, LLC d/b/a Dacra Tech, LLC (the “Company”) for related software services;

WHEREAS, the existing agreement terminated on December 31, 2023 and the Village now desires to enter into a multi-year agreement with Company to continue the utilization of its adjudication software systems and services;

WHEREAS, Staff is requesting the approval of a multi-year agreement (the “Agreement”), in the form 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 approve the Agreement for the purposes referenced herein.

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

Section One – Recitals

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

Section Two – Approval

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

Section Three – Authorization and Direction

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



#### Section Four - Other Actions Authorized

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

#### Section Five - Authorization of Expenditures

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

#### Section Six – Waiver of Bidding Process

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

#### Section Seven - Acts of Village Officials

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

#### Section Eight – Effective Date

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

#### Section Nine - Publication

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

#### Section Ten – Conflict Clause

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

#### Section Eleven – Saving Clause

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

#### Section Twelve – Recording

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

PASSED THIS 23<sup>rd</sup> day of January 2024.

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

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

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

APPROVED THIS 23<sup>rd</sup> day of January 2024.

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

ATTEST:

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

EXHIBIT A

[Agreement]



## REVIEW OF CONTRACTS

Awarding Agency:

VOB

Department:

ITS

Awarded Contract Price:

\$73,200.00 (3 yrs)

Type of Contract:

Licensing Agreement

Program/Account Number:

151-72500

Budgeted Amount:

\$22,200 - FY2024

### CONTRACT AMOUNT

☐

Under \$20,000

☐

\$500,001 - \$1,000,000

☒

\$20,000 - \$500,000

☐

Over \$1,000,000

### NOTES

Dacra Tech LLC Master Software  
Licensing Agreement (2024-2026)

### DEPARTMENT DIRECTOR SIGNATURE

Name:

[Signature]

Date: 1/16/24

### INITIAL REVIEWING ATTORNEY SIGNATURE

Name:

[Signature]

Date: 1/17/24

### APPROVED BY VILLAGE MANAGER

Name:

[Signature]

Date: 1/18/2024

### FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name:

[Signature]

Date: 1/17/24

☐

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 \_\_\_\_\_

## DACRA TECH LLC MASTER SOFTWARE LICENSING AGREEMENT

This MASTER SOFTWARE LICENSING AGREEMENT (this “**Agreement**”) is dated \_\_\_\_\_ (the “**Effective Date**”) by and between Dacra Adjudication Systems, LLC d/b/a Dacra Tech, LLC, a Delaware limited liability company, (“**Dacra**”), and Village of Oak Brook (the “**Municipality**”), and together with DACRA collectively, the “**parties**”).

### RECITALS

WHEREAS, Dacra is engaged in the business of developing, managing and deploying municipal software applications, including but not limited to, a flagship citation issuance and adjudication system as well as other software tools and services including, e-Citation, Adjudication, Tow Management, and Fine Payment Processes; and

WHEREAS, the Municipality desires to utilize certain services of Dacra under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and conditions set forth in this Agreement and in consideration for the use of the Services by the Municipality;

### AGREEMENT

1. Standard Terms and Conditions. The parties hereby incorporate by reference into this Agreement the foregoing recitals as well as the Master Terms and Conditions as set forth within **Exhibit A** (the “**Master Terms and Conditions**”).

2. Services. The Municipality hereby retains certain software services from Dacra as set forth within **Exhibit B** (the “**Services**”).

3. Pricing. In exchange for the use of the Services, the Municipality will be billed Fees as set forth within **Exhibit C** (the “**Fees**”).

4. Pricing. In exchange for the use of the Optional Services defined, the Municipality will be billed Fees as set forth within **Exhibit D** (the “**Optional Fees**”).

5. Term. The Initial Term of this Agreement (the “**Initial Term**”) shall commence on the Effective Date and Terminate on December 31, 2026. The Term of this Agreement shall automatically renew for successive periods of one year each at the then current pricing absent written notice by one party to the other party not less than 120 days prior to the expiration of the Term then in effect (the “**Extended Term**”). Municipality will be notified of the then current pricing no less than 120 days prior to the expiration of the term.

6. Notices. Any notices or communications required or permitted to be given by this Agreement must be given in writing and personally delivered; or mailed by prepaid, certified mail, or courier; or transmitted by electronic mail transmission (including PDF) to whom such notice or communication is directed, to the mailing address or regularly monitored electronic mail address of such party as follows:

If to the Municipality:

Village Oak Brook  
Attention: Greg Summers, Village Manager  
1200 Oak Brook Road  
Oak Brook, IL., 60523  
Email:

If to Dacra:

Dacra Tech, LLC  
Attention: Dave Braner, CEO  
707 Osterman Ave., Unit 1693  
Deerfield, IL. 60015  
Email: [David.Braner@Dacratech.com](mailto:David.Braner@Dacratech.com)

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

**Dacra Tech, LLC**  
a Delaware limited liability company

By:  \_\_\_\_\_

Name (print): Dave Braner

Title: Chief Executive Officer

Date: January 17, 2024

**Village of Oak Brook**  
an Illinois municipal corporation

By: \_\_\_\_\_

Name: Greg Summers

Title: Village Manager

Date:

[Signature page to Master Software Licensing Agreement]



## **EXHIBIT A**

### **MASTER TERMS AND CONDITIONS**

#### **Entire Agreement**

This Agreement contains the entire understanding of the parties in connection with the transactions contemplated hereby and supersedes all prior written or oral understandings or agreements between the parties hereto.

#### **A. Limited License Granted**

Municipality is hereby granted during the Term of this Agreement, a nonexclusive, non-assignable, royalty free, limited license (the “**License**”) to use the Services (including access to any software owned by Dacra as encompassed within the Services) solely for the Municipality’s ordinance and code compliance purposes and subject to the terms of the Agreement.

#### **B. Third-Party Agreements**

Municipality hereby agrees that it may be required to enter into one or more additional contracts at the sole expense of Municipality with one or more third-party vendors in order to use and/or maximize some features of the software provided by Dacra such as the Municipality’s online payment processor or the Municipality’s collection agency.

#### **C. Data**

Municipality at all times will retain sole ownership of its Municipal Data. The term “**Municipal Data**” refers to all citation and hearing data collected on behalf of the Municipality with respect to the Services. Dacra at all times retains the right and license during the Term to access the Municipal Data and to grant third parties access to the Municipal Data in order to use and/or maximize some features of the software provided by Dacra such as the Municipality’s online payment processor or the Municipality’s collection agency.

#### **D. Dacra’s Intellectual Property**

Dacra or its licensors retain all ownership and Intellectual Property Rights in and to the Services, including any software, algorithms, programs, tools, code or instrumentalities encompassed therein in any manner and/or relating to the Services as utilized by the Municipality. Additionally, Dacra retains all ownership and Intellectual Property Rights to anything (including without limitation software and written product) delivered under the Agreement, including any future developments thereof, regardless of whether any Municipal employees or agents, had any input or in any way assisted in any such new development. Municipality hereby acknowledges that it may not:

- (i) Allow access to the Services available in any manner to any third-party or for any purpose not authorized by this Agreement unless such access is expressly permitted in writing by Dacra;
- (ii) Copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means, any materials provide by Dacra; and
- (iii) Modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs).

As utilized herein, the phrase “**Intellectual Property Rights**” shall include, without limitation, all patent, trademark, trade secret and copyrights relating in whole or in part to the Services and whether such right arises by registration with the United States Patent & Trademark Office (the “USPTO”), through the United States Library of Congress, with any state or municipal body and/or arising by common law or statute, including without limitation the Illinois Trade Secrets Act, 765 ILCS 1065 et seq or the Defend Trade Secrets Act of 2016.

#### **E. Further Assurances**

Municipality further agrees at any time in the future and upon request by Dacra, to execute any further documentation as may be reasonably necessary to effectuate the intent of the parties to this Agreement in accordance with the terms of this paragraph D, including, without limitation, a future assignment of Intellectual Property Rights.

#### **F. Pricing and Billing**

The Fee set forth in the Agreement will remain fixed during the Term absent a written amendment signed by the parties. Municipality agrees to pay any sales, value-added or other similar taxes imposed by applicable law that Dacra must pay based on the Services, except taxes based on Dacra's income. For any partial month during the Term, the Fees shall be prorated based on the number of days that the Services were provided for such month. Dacra may audit Municipality's use of the Services. Municipality hereby agrees to cooperate with Dacra's audit and provide reasonable assistance and access to information. All payments shall be made in accordance with the Illinois Local Government prompt Payment Act (50 ILCS 505/1-9).

#### **G. Termination**

Municipality may terminate this agreement at any time with 120 day written notice provided. Dacra may immediately suspend the License in the event: (i) Municipality fails to pay any sums due Dacra under the Agreement within ten (10) days after written notice from Dacra of the payment default, or (ii) in the event of a breach of this Agreement by Municipality which is not cured within 10 days of written notice thereof. In the event of such termination, Municipality agrees to pay all fees due Dacra which accrue or are incurred prior to the termination of the Agreement.

#### **H. Limitation of Liability**

TO THE EXTENT NOT PROHIBITED BY LAW, DACRA HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS. THE PARTIES AGREE THAT DACRA'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES, OR THE AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE GREATER OF: (A) THE TOTAL AMOUNTS ACTUALLY PAID TO DACRA FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM; OR (B) SUCH AMOUNT OF CLAIMED DAMAGES THAT ARE ACTUALLY COVERED AND PAID IN FULL BY AN INSURANCE CARRIER PROVIDING INSURANCE TO DACRA UNDER THE TERMS OF A POLICY OF INSURANCE CARRIED BY DACRA AS REQUIRED UNDER THE TERMS OF THE AGREEMENT, (THE "**LIMITATION OF LIABILITY**"). MUNICIPALITY HEREBY ACKNOWLEDGES THAT DACRA DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED. DACRA IS HEREBY HELD HARMLESS FROM ALL CLAIMS, DAMAGES, LIABILITIES AND EXPENSES RELATING TO THIS AGREEMENT TO THE EXTENT IN EXCESS OF THE LIMITATION OF LIABILITY.

#### **I. Other**

- (i) Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, nor shall either party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.

- (ii) Upon the full execution of this Agreement, all prior agreements, if any, shall terminate and be of no further force and effect, and shall be superseded and replaced in their entirety by this Agreement.
- (iii) Dacra may assign this Agreement by providing written notice of the assignee who will assume Dacra's obligations under this Agreement. Municipality may not assign this Agreement without Dacra's prior written consent, which may be withheld in the sole discretion of Dacra.
- (iv) Municipality shall obtain at its sole expense any rights and consents from third-parties necessary for Dacra and its subcontractors to perform the Services under the Agreement.
- (v) The Agreement is governed by the substantive and procedural laws of Illinois. All disputes shall be resolved solely in the Circuit Court of DuPage County, Illinois.
- (vi) Except for actions for nonpayment or breach of Dacra's proprietary rights, no action, regardless of form, arising out of or relating to the Agreement may be brought by either party more than two years after the cause of action has accrued.
- (vii) Neither party to this Agreement shall be responsible for failure or delay of performance if caused by: an act of war, hostility, pandemic, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party.
- (viii) This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument. Copies of this Agreement (as well as any documents related to this Agreement) signed and transmitted by a party by electronic transmission shall be deemed for all purposes as containing the original signature of the transmitting party and legally binding upon such transmitting party.
- (ix) Dacra may publish that the Municipality utilizes one or more Services of Dacra.

#### **J. Maintenance and Support**

Dacra shall provide the following maintenance and support as a component of the Services using guidelines, structures, and materials meeting the following criteria:

- (i) **Training.** As part of the start-up and implementation phase of the delivered Services, all users will be trained on the use of the Services through a combination of in-person and/or webinars and recorded training video sessions for all users not able to participate in the initial training sessions. Additional training provided beyond the start-up phase will be quoted and agreed to in writing.
- (ii) **Support.** Dacra shall provide access to live support to a designated user of Municipality available via e-mail or phone during Dacra's normal business hours. The Dacra support team will be fluent in the functionality of the system.
- (iii) **Exclusions.** Dacra updates the Service on an as needed basis from time-to-time to implement bug fixes, if any, and enhanced functionality to the existing Service such as additional reporting and enhanced user interface. Notwithstanding the foregoing, all provision and maintenance of hardware and software, including but not limited to laptop computers, desktop computers, printers, modems & routers and software to operate the hardware such as operating

systems, and browsers [Google Chrome, Microsoft Edge, IOS] necessary to run the Service, are the sole cost and responsibility of Municipality.

1. Continuity of Service. Dacra, as part of its commitment to the continuity of the Services, shall maintain the following service level that details the minimum customer support standards to be followed for issues, both major and minor, as well as, any modifications made to the Service from time-to-time. As part of the Service, Dacra will create an alert email distribution group for use by the Municipality to send notification of issues as they arise. Municipality may also contact Dacra via phone.

Dacra will respond to Municipality initiated issues in accordance with the following levels:

- (i) MAJOR - The Service is down or precludes the Municipality from successful operation of the total system and requires immediate attention (the “Downtime”) (for example, the Municipality is unable to connect, via an approved internet browser, to the Service).
  - (ii) MINOR - A minor issue exists with the Service, but the majority of the functions are still usable, and some circumvention may be required to provide service (for example, subcommand gives an incorrect response). Also includes minor issues or questions that do not affect the Service function (for example, the text of a message is worded poorly or misspelled).
2. Uptime Initiative. Dacra shall make reasonable efforts to maintain the Services such that the Services will be operational and accessible by the Municipality’s users a minimum of 99% of the time, not including maintenance which will be scheduled with Municipality in advance and will be kept to an absolute minimum.

#### **K. Insurance Requirements**

Dacra shall maintain during the entire term of the Contract, the following insurance coverages:

- (i) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per project.
  - (ii) Professional Liability: \$1,000,000 single limit for errors and omissions, professional / malpractice liability.
  - (iii) Worker’s Compensation and Employers’ Liability: As required by Illinois law.
  - (iv) Umbrella Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

## EXHIBIT B

### SERVICES REQUESTED BY MUNICIPALITY

The Dacra Services included in this Agreement are the Municipal Enforcement Adjudication Module, Mobile State & Municipal e-Citation Module, and Police Patrol Management Module which will be deployed to the Municipality with the functionality stated hereunder.

## DACRA MUNICIPAL ENFORCEMENT SYSTEM FEATURES – JANUARY 31, 2023

### Dacra System Architecture and Security

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- **Architecture**
  - Web-based platform that works on standard hardware
  - .NET stack with SQL back end separated from the front end via entity framework services
  - Bi-directional sync data integration with IUCS LEADER
  - JSON APIs available as well as numerous government and public safety software system integrations
- **Security**
  - Dacra is hosted in Azure Government Cloud, a restricted cloud dedicated to government services. Azure Government Cloud provides the highest level of security and compliance to include SOC2, PCI, ISO, etc.
  - Criminal Justice Information Services (CJIS) compliant
  - Single Sign On (SSO) authentication available
    - Extensive citation auditing features, tracks changes to a citation after it has been issued, recording both original and changed values, the logged in user, and date and time of any change
- **Hardware Required**
  - Requires Google Chrome/ Microsoft Edge access
  - Windows based devices required is utilizing LEADS integrated
  - iPads preferred for handheld ticketing
  - Compatible with either 4" or 8 ½" Printers

### Municipal Enforcement Adjudication Module

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- **Municipal Enforcement Citation Tools:** Create local ordinance administrative adjudication cases easily with features customized for the following:
  - Local Ordinance/Compliance/Animal/Building Code Ticketing
  - "3-Click" Parking Ticketing
  - Unpaid Utility/Ambulance Fee Violations
  - Citation Auditing and Tools
- **Complete Hearing Management Tools:** Efficiently manage violation notices, unified administrative hearings, and final determination notices with features such as:
  - Variable Hearing Notices by Department
  - Multiple Concerned Party Notification
  - Hearing Room Management and FDO Issuance
  - Batch Process Hearing Officer Tools
- **Extensive Fine Tracking and Payment Tools:** Dacra automatically monitors unpaid citations and escalates fines accordingly. Along the way fines can be paid through a variety of in-person and online tools and integrations.
  - Complex Fine Structure Tracking
  - Online Payments with Partial Payment Capability

### Mobile State and Municipal E-Citation Module

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- **State of Illinois E-Citations:**
  - Issue and print Illinois citations, updated to Administrative Office of Illinois Courts standards:
    - Illinois AOIC Compliant Electronic Uniform Citation
    - Illinois AOIC Compliant Electronic Overweight Citation
    - Illinois AOIC Compliant Electronic Civil Law Citation
    - Cook County “Y” Citation Format
  - Electronic County Transmittal via IUCS Leader Courts
  - County Citation Transmittal Forms for Select Circuit Courts
- **Mobile Municipal Enforcement Adjudication Citation Tools:**
  - Issue and print local ordinance citations:
    - Parking Citations – Multiple entry methods to speed parking citation issuance
    - Animal – Track animal specific information with violator history available
    - Compliance Violations – Department specific ordinance compliance citations
    - Tow Ticketing – Issue administrative tow seizure and hearing notices
    - Legacy Tickets – Historical citation data can be imported for violation payment
- **CAD LEADS Integration:** Dacra integrates with your CAD vendor to allow citation auto-population of driver and vehicle data from the Dacra LEADS queue.
- **Additional Citation Features:**
  - Easily create additional “companion” violations for the same violator with one click
  - Agency defined mandatory field completion
  - Statute/Ordinance “Easy Search” Functionality
  - Offense location and respondent GPS mapping tools
  - Citation digital evidence record storage
  - Extensive citation data analytics and mapping capability
- **Illinois TSS/RP and Pedestrian Stop Data Collection:**
  - Easily collect traffic stop data to reduce entry time and generate Illinois S.O.S Reports for uploading.
  - Collect the requisite data and generate a pedestrian stop receipt as required within Illinois.
- **Violator History Reports:**
  - Citation and warning history summary displayed to issuing officer with ability to investigate detail with one click.
  - Effectively manage expungements for violations as required by state and local rules.
- **Hand-Held Ticketing:**
  - Dacra’s “3 Click” Parking Ticket feature provides the industry’s fastest way to accurately issue a parking violation via tablets complete with photo evidence.

## Police Patrol Management Module

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- **Towed Vehicle Management Tools**
  - **Abandoned Vehicle Tracking:** Identify and track abandoned vehicles with required notices and follow-up reports.
  - **Police Tow and Impound Inventory Management:** Create and process tow receipts, vehicle search record, concerned party notices, tow yard inventory audit logs, and Certificates of Purchase management.
  - **Administrative Tows:** Dacra manages tow and violation data from the issuance of the seizure/administrative hold, through payment, and into the hearing, ensuring violator due process and reducing department risk.



- **Tow Holds:** Tow “holds” can be applied to a vehicle, restricting the release of that vehicle until the investigative, insurance, DUI and other such holds are removed.
- **Officer Docs:** Store, issue, and print single use documents used for in the patrol environment from the squad.
- **Crime Prevention Notices:** Customize, issue, and track Crime Prevention Notices to communicate areas of concern to residents. Extract data later to send notices to residents that need to be aware of community concerns.
- **Night Parking Permits:** Issue night park permits online via secure algorithm. Provide real-time notification of night park permits to officers, ensuring a seamless, convenient process for the parker, and the officer.

### **DACRA 3<sup>rd</sup> Party Integrations**

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- **API/Interface Set-Up and Configuration:** Dacra custom integrations will provide omni-directional or bi-directional interfaces to 3<sup>rd</sup> party vendors to increase the efficiency of the System. The functionality is defined hereunder with associated pricing defined in **Exhibit C**.

**EXHIBIT C**  
**FEES PAID BY MUNICIPALITY**

In exchange for the use of the Dacra Services included in **Exhibit B**, Municipality will pay Fees including a Monthly Service Fee, and applicable Integration Fee(s) hereunder:

- A. Monthly Service Fee: In exchange for the monthly use of the Services defined in **Exhibit B**, and upon execution of this agreement, Municipality will be billed a Monthly Service Fee calculated by totaling the below Monthly Licensing Fee for the modules licensed, the Monthly Usage Fee for citations issued that month:

| <b>Monthly Service Fee = Monthly Licensing Fee + Monthly Usage Fee</b>                  |  | <b>Monthly Service Fee</b> |
|-----------------------------------------------------------------------------------------|--|----------------------------|
| <b>Monthly Licensing Fee</b> – Adjudication, e-Citation, and Police Patrol Modules      |  |                            |
| - January 1, 2024 – December 31, 2024                                                   |  | \$1,850                    |
| - January 1, 2025 – December 31, 2025                                                   |  | \$2,000                    |
| - January 1, 2026 – December 31, 2026                                                   |  | \$2,250                    |
| <b>Monthly Usage Fee</b> – Calculated by totaling fees for citations issued that month: |  |                            |
| - Adjudication Citations Issued That Month –500 included at no cost                     |  | \$3 each                   |
| - State Citations Issued That Month –500 included at no cost                            |  | \$1 each                   |

- B. Integration Fee(s): In exchange for development, configuration, and maintenance of the custom APIs and interfaces defined in **Exhibit B** the Municipality will be billed upon go-live of the interface, with annual maintenance billed in conjunction with the next agreement execution anniversary:

| <b>Interface</b>             | <b>One-Time Fee</b> | <b>Monthly Maintenance Fee</b> |
|------------------------------|---------------------|--------------------------------|
| CAD/LEADS Interface with CIS | Waived              | Waived                         |



**ITEM 8.A.6.**

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

**AGENDA ITEM**

Board of Trustees Regular Meeting  
of  
January 23, 2024

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**SUBJECT:** An Ordinance Amending Golf Rates for the 2024 Season

**FROM:** Art Segura, Sports Core Director

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

**RECOMMENDED MOTION:** Motion for passage of Ordinance G-1249, “An Ordinance Amending Chapter 2, Entitled “Oak Brook Golf Club”, the Village Code of the Village of Oak Brook, Illinois 60523

**Background/History:**

The following are proposed revisions to Title 12 (Recreational Facilities), Chapter 2, (Oak Brook Golf Club), of the Village Code for the 2024 season. Staff has drafted these revisions based on a review of past operations, rising costs, and market analysis.

Staff proposes the attached golf rates which align with the marketplace and comparable golf facilities. The following golf courses were referenced to support our weekend golf rates and driving range pricing: Willow Crest, Village Links of Glen Ellyn, Arrowhead Golf Club, Cog Hill, The Preserve at Oak Meadows, Highlands of Elgin, Fresh Meadows and St. Andrews Golf Club. Oak Brook Golf Club will continue using the dynamic pricing strategy to maximize revenue during peak and non-peak hours throughout the golf season.

The staff and Sports Core Advisory Committee are in agreement with the following increases and adjustments; Green Fee rates for Residents and Non-Residents and the Member Daily Fee will increase by \$2 to contribute to the growth of the golf emergency fund. Driving Range Token Fees will increase by \$2. Cart Fees will increase by \$1.50 for 9 Holes and \$3 for 18 Holes for ½ a cart. Junior and Senior rates will increase by \$3 for 18 Holes, \$2 for 9 Holes, \$1 for Twilight and will be restricted to Monday through Thursday excluding Holidays. Limited Memberships will be restricted to play Monday through Thursday excluding Holidays.

Chapter 2: Oak Brook Golf Club: 12-2-2  
FEES AND RATE:

Greens Fees; Nonmembers, Including Surcharge (April 1st through October).

| <b>Monday-<br/>Thursday</b> | <b>Resident</b> | <b>Nonresident</b> | <b>Resident -Sr.</b> | <b>Nonresident Jr./Sr.</b> |
|-----------------------------|-----------------|--------------------|----------------------|----------------------------|
| 18 holes                    | \$40.50         | \$55.00            | \$35.00              | \$43.50                    |
| 9 holes                     | \$29.50         | \$34.50            | \$26.00              | \$31.50                    |
| Twilight 4PM                | \$28.50         | \$40.50            | \$25.00              | \$30.50                    |

| <b>Friday- Sunday<br/>and Holidays</b> | <b>Resident</b> | <b>Nonresident</b> | <b>Resident-Sr.</b> | <b>Nonresident Jr./Sr.</b> |
|----------------------------------------|-----------------|--------------------|---------------------|----------------------------|
| 18 holes                               | \$55.00         | \$67.00            | \$53.00             | \$60.00                    |
| 9 holes                                | \$32.00         | \$37.50            | \$29.00             | \$34.00                    |
| Twilight 4PM                           | \$37.00         | \$42.50            | \$33.00             | \$38.00                    |

A. Cart Fees: 9 holes \$12.00 / 18 holes \$20.00

B. Driving Range Token: \$8.00

**Recommendation:**

Staff recommends that the Village Board approve Ordinance G-1249, “An Ordinance Amending Chapter 2, Entitled “Oak Brook Golf Club”, the Village Code of the Village of Oak Brook, Illinois 60523

**Attachments:**

1. 2024 G-1249 Golf Fees Ordinance

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THE VILLAGE OF OAK BROOK  
COOK AND DUPAGE COUNTIES, ILLINOIS

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ORDINANCE  
2024 SC-EX-G-1249

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AN ORDINANCE AMENDING CHAPTER 2 OF TITLE 12,  
ENTITLED, "RECREATIONAL FACILITIES" OF THE VILLAGE  
CODE OF THE VILLAGE OF OAK BROOK, ILLINOIS

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

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

Village Board

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Published in pamphlet form by authority of the  
President and the Board of Trustees of the  
Village of Oak Brook  
On this the 23<sup>rd</sup> day of January 2024

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**Ordinance 2024-SC-EX-G-1249**  
**AN ORDINANCE AMENDING CHAPTER 2 OF TITLE 12,**  
**ENTITLED, "RECREATIONAL FACILITIES" OF THE VILLAGE CODE OF THE**  
**VILLAGE OF OAK BROOK, ILLINOIS**

WHEREAS, the Village Manager has recommended amending Chapter 2, entitled "Oak Brook Golf Club" of Title 12, entitled "Recreational Facilities", of the Village Code of the Village of Oak Brook; and

WHEREAS, the Village President and Board of Trustees have reviewed these amendments and have approved the changes recommended by the Village Manager.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK BROOK, DU PAGE AND COOK COUNTIES, and ILLINOIS as follows:

Section 1: That the provisions of the preamble hereinabove set forth are hereby adopted as though fully set forth herein.

Section 2: That Chapter 2 of Title 12 of the Village Code of the Village of Oak Brook is amended to read as set forth in the attached exhibit labeled Exhibit A and incorporated herein by reference.

Section 3: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of the conflict.

Section 4: This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

PASSED THIS 23<sup>rd</sup> day of January 2024.

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

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

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

APPROVED THIS 23<sup>rd</sup> day of January 2024.

\_\_\_\_\_  
Laurence E. Herman  
Village President

ATTEST:

\_\_\_\_\_  
Netasha Scarpiniti  
Village Clerk



## **EXHIBIT A**

**Ordinance 2024-SC-EX-G-1249**  
**AN ORDINANCE AMENDING CHAPTER 2 OF TITLE 12, ENTITLED,**  
**"RECREATIONAL FACILITIES" OF THE VILLAGE CODE**  
**OF THE VILLAGE OF OAK BROOK, ILLINOIS**

TITLE 12

CHAPTER 2 **OAK BROOK GOLF CLUB** SECTION:

- 12-2-1 : Policies
- 12-2-2 : Fees and Rates
- 12-2-3 : Permanent Reserved Weekend Starting Times
- 12-2-4: Non-Permanent Starting Times
- 12-2-5 : Golf Leagues
- 12-2-6 : Rules and Regulations
- 12-2-7 : Driving Range Rules

**12-2-1: POLICIES:**

- A. Oak Brook Businesses. Corporate residents shall be entitled to purchase corporate resident season memberships to the Oak Brook Golf Club. Anyone purchasing a season membership under this policy shall be required to present a current certification of employment from his or her employer. Corporate residents not holding a season membership shall pay the nonresident greens fees rates.
- B. Golf Club Season Membership.
  - 1. Season members will be issued a membership card indicating the type of season membership and the member's name. Such cards will be used for identification and for charging at the Oak Brook Golf Club. Junior memberships shall include charging privileges only upon the written consent of the parent or legal guardian.
  - 2. All accounts will be payable upon receipt of statements. Any balance not paid within thirty (30) days of the statement date shall be automatically processed with the credit on file which is a mandatory requirement for all golf members. Charging privileges on any accounts with an unpaid balance over sixty (60) days old will be canceled. Memberships will not be renewed until any balance from previous seasons has been paid in full, including any costs that the Village incurs due to collection discounts and fees.
  - 3. Golf club season memberships shall entitle members to the associated playing privileges only during those times when the course is declared open for play by the Sports Core Director and only during the year indicated on such membership.
  - 4. Limited Resident Senior (\$1,250.00) An Oak Brook resident 60 years or older. Senior members may play ~~Monday through Friday.~~ **Monday through Thursday. No Holidays.**
  - 5. Limited Resident Junior (\$1,050.00) An Oak Brook Resident under the age of 21 may play ~~Monday through Friday.~~ **Monday through Thursday. No Holidays.**

Additions are bold and double-underlined; deletions are struck through.

6. Limited Non Resident Senior (\$1,450.00) Any Non Resident 60 years or older may play anytime ~~Monday through Thursday and Friday before Noon~~ **Monday through Thursday. No Holidays.**
  7. Limited Junior Range and Play (\$1,275.00) Any Junior under the age of 21. Junior membership includes unlimited driving range usage and golf anytime ~~Monday through Thursday.~~ **Monday through Thursday. No Holidays.**
- C. Bath and Tennis Club. Season memberships at the Bath and Tennis Club shall not include season membership privileges at the Oak Brook Golf Club. However, Bath and Tennis Club season membership cards can be used at the Oak Brook Golf Club to qualify for appropriate greens fee rates.
- D. Golf outings. A golf outing may be arranged through the Golf Club Manager, if, in his/her judgment, such a function will not significantly affect daily fee play. Golf rates for such functions may be set by separate agreement approved by the Village Manager.
- E. Golf Lessons. Lessons will be available for a fee through the Oak Brook Golf Club professional staff.
- F. Golf Season. The Oak Brook Golf Club and Driving Range will be open between April 1st and November 1st, weather and conditions permitting. The course and driving range shall not be open during the period of any multiple-day golf tournament authorized to be played on the premises. Some or all of the golf course may be closed for maintenance purposes at the discretion of the Golf Club Manager.
- G. Attire. Appropriate attire, including shirts with sleeves and collar, shall be worn at all times by persons utilizing the golf club.
- H. Rain Check Policy: Rain checks are issued as a courtesy to our customers for inclement weather, family emergencies or being called away to work. We reserve the right not to issue a rain check if inclement weather is present at the start of play. Rain checks are valid for one year after issue date. Rain checks are redeemable for green fees and cart fees only. Rain checks are issued in the form of a redeemable dollar value that is based on the fees paid and the number of holes remaining on the rain shortened round (rain check = dollars paid divided by the number of holes paid times the number of holes not played). Depending upon the day of the week and the time of play, you may be paying for golf at a more expensive rate than when the rain check was issued, and a balance may be owed. If the new fee is less than the rain check amount, a new rain check will be issued for that balance remaining.

Additions are bold and double-underlined; deletions are struck through.

**12-2-1 : FEES AND RATES:**

A. Green Fees; Nonmembers, Including Surcharge (April through October)

| Monday-Thursday | Resident                                    | Nonresident                                 | Resident - Jr./Sr.                          | Nonresident Jr./Sr. (Guest of Member)       |
|-----------------|---------------------------------------------|---------------------------------------------|---------------------------------------------|---------------------------------------------|
| 18 holes        | <del>\$38.50</del><br><b><u>\$40.50</u></b> | <del>\$53.00</del><br><b><u>\$55.50</u></b> | <del>\$30.00</del><br><b><u>\$35.00</u></b> | <del>\$38.50</del><br><b><u>\$43.50</u></b> |
| 9 holes         | <del>\$27.50</del><br><b><u>\$29.50</u></b> | <del>\$32.50</del><br><b><u>\$34.50</u></b> | <del>\$22.00</del><br><b><u>\$26.00</u></b> | <del>\$27.50</del><br><b><u>\$31.50</u></b> |
| Twilight 4PM    | <del>\$26.50</del><br><b><u>\$28.50</u></b> | <del>\$38.50</del><br><b><u>\$40.50</u></b> | <del>\$24.00</del><br><b><u>\$27.00</u></b> | <del>\$27.50</del><br><b><u>\$30.50</u></b> |

| Friday-Sunday and Holidays | Resident                                    | Nonresident                                 | Resident - Jr./Sr.                          | Nonresident Jr./Sr. (Guest of Member)       |
|----------------------------|---------------------------------------------|---------------------------------------------|---------------------------------------------|---------------------------------------------|
| 18 holes                   | <del>\$53.00</del><br><b><u>\$55.00</u></b> | <del>\$65.00</del><br><b><u>\$67.00</u></b> | <del>\$48.00</del><br><b><u>\$53.00</u></b> | <del>\$55.00</del><br><b><u>\$60.00</u></b> |
| 9 holes After 2PM Only     | <del>\$30.00</del><br><b><u>\$32.00</u></b> | <del>\$35.50</del><br><b><u>\$37.50</u></b> | <del>\$25.00</del><br><b><u>\$29.00</u></b> | <del>\$30.00</del><br><b><u>\$34.00</u></b> |
| Twilight After 4PM         | <del>\$35.00</del><br><b><u>\$37.00</u></b> | <del>\$40.50</del><br><b><u>\$42.50</u></b> | <del>\$30.00</del><br><b><u>\$33.00</u></b> | <del>\$35.00</del><br><b><u>\$38.00</u></b> |

| Membership            | Resident   | Corporate Nonresident | Nonresident |
|-----------------------|------------|-----------------------|-------------|
| Unlimited             | \$2,000.00 | \$2,200.00            | \$2,550.00  |
| Limited               | N/A        | N/A                   | \$2,050.00  |
| Senior                | \$1,250.00 | N/A                   | N/A         |
| Senior Limited        | N/A        | N/A                   | \$1,450.00  |
| Junior                | \$1,050.00 | N/A                   | N/A         |
| Junior Range and Play | <u>N/A</u> | <u>N/A</u>            | \$1,275.00  |

Additions are bold and double-underlined; deletions are struck through.

Driving Range Fee: The cost of range memberships is six hundred fifty for golf members (\$650.00), eight hundred fifty (\$850.00) for residents and one thousand (\$1,000.00) for nonresidents.

- C. Surcharge: In addition to any greens fees or membership fees paid, each golf member utilizing the golf course at the Oak Brook Golf Club shall pay a surcharge of three dollars (~~\$3.00~~) **\$5.00** per round of golf played.

**12-2-2 : PERMANENT RESERVED WEEKEND STARTING TIMES:**

- A. Availability: Tee times will be available for eighteen (18) holes on Saturdays and Sundays for the period from approximately the last Saturday in April through the last weekend in September at such times as designated by the Golf Club Manager, provided that there shall be no permanent reserved starting times on any multiple-day golf tournament authorized to be played on the premises.
- B. A credit card is required by the foursome captain. The card on file will be charged a "no show" fee of **\$55** per player.
- C. Tee Time Forfeiture. If a tee time is not canceled at least 24 hours prior to play, and the foursome does not show for play, it will be the responsibility of the foursome to fill these spots with other golfers. Should a foursome not show up or fails to fill their spot, they will be charged a no-show fee of fifty-five dollars (\$55) notwithstanding the membership status of the missing member(s) of the foursome. A foursome that asserts that a missing member will join the group during the round will be charged a no- show fee of ~~fifty-five dollars (\$55)~~ if the missing member fails to join the group by the completion of the ninth hole. A season membership will not preclude or absolve a foursome from these charges. All charges will be made by charging the foursome captain. If the captain fails to pay the above fees, the tee time will be forfeited.

**12-2-3 : NONPERMANENT STARTING TIMES:**

On weekends and holidays forfeited, canceled and undrawn permanent times and all other weekend times will be available for reservation not more than eight (8) days in advance. Weekday times will be available for reservation not more than eight (8) days in advance. Residents and members may reserve tee times up to eight (8) days in advance. Non- residents may reserve tee times up to seven (7) days in advance. No more than two (2) tee times may be reserved for the same day unless authorized by the golf club manager. Tee times may be reserved more than eight (8) days in advance by the Golf Club Manager for golf outings. All tee times will be guaranteed by credit card. Cancellations will be accepted up to twenty-four (24) hours in advance of the teetimes.

**12-2-4 : GOLF LEAGUES:**

- A. Policy; Types: A golf league is any group of golfers of significant size for which a standard block of starting times is reserved on a consistent basis, normally weekly. There will be at most two (2) golf league categories, twilight golf leagues and morning golf leagues.
1. Twilight golf leagues will be assigned to Oak Brook businesses or Oak Brook organizations on a first-come, first-served basis.
  2. Morning leagues will be assigned annually: first to those leagues who had times the previous year, then to all other groups on a first-come, first-served basis.

Additions are bold and double-underlined; deletions are struck through.



OAK BROOK  
*Illinois*

**ITEM 8.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  
January 23, 2024

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**SUBJECT:** An Amendment to Title 4, Chapter 1, Section 8A of the Village Code of The Village of Oak Brook, Illinois Relative to the Number of Authorized Liquor Licenses.

**FROM:** Netasha Scarpiniti, Village Clerk

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

**RECOMMENDED MOTION:** I Move to Approve Ordinance G-1248, “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 Forty-Five the Number of Authorized Class A-1 Liquor Licenses and Increasing by One to Six the Number of Authorized Class D Liquor Licenses and Decrease by One to Forty-Four the number of Authorized Class A-1 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.

Chic Chef Catering has entered into a food and beverage management services licensing agreement with the Village of Oak Brook. They will conduct their catering business and host events at the Bath & Tennis Clubhouse. Their business requires a Class A-1 Liquor License for in-house events and a Class D Liquor License for off-premise events. Chic Chef owner Ravindra Jayara has submitted an application and payment for both licenses. Before the issuance of their license staff will ensure that all documentation has been received and any Clubhouse enhancements have been inspected and approved by the Development Services Department.

McCormick & Schmick’s formerly located at 3001 Butterfield Rd has closed as of December 31, 2023 and has relinquished their Class A-1 Liquor License as of that date.

**Recommendation:**

Staff recommends that the Village Board approve Ordinance G-1248, 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 Forty-Five the Number of Authorized Class A-1 Liquor Licenses and Increasing by One to Six the Number of Authorized Class D Liquor Licenses and Decrease by One to Forty-Four the number of Authorized Class A-1 Liquor Licenses

**Attachments:**

1. Ordinance-LC-AL-G-1248
2. Chic Chef Application
3. McCormick & Schmick's Cancellation



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# THE VILLAGE OF OAK BROOK

COOK AND DUPAGE COUNTIES, ILLINOIS

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## ORDINANCE

2024-LC-AL-G-1248

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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 A-1 LIQUOR LICENSES BY ONE TO FORTY-FIVE AND CLASS D LIQUOR LICENSES BY ONE TO SIX FOR CHIC CHEF. AND DECREASE BY ONE THE NUMBER OF CLASS A-1 LIQUOR LICENSES TO FORTY-FOUR DUE TO THE CLOSING OF MCCORMICK AND SCHMICK'S 3001 BUTTERFIELD RD

CHIC CHEF, 800 OAK BROOK RD, OAK BROOK, IL 60523  
MCCORMICK AND SCHMICK'S 3001 BUTTERFIELD RD  
BROOK, IL 60523

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

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

Village Board

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Published in pamphlet form by authority of the  
President and the Board of Trustees of the  
Village of Oak Brook  
On this the 23<sup>rd</sup> day of January 2024

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ORDINANCE 2024-LC-AL-G-1248

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 A-1 LIQUOR LICENSES BY ONE TO FORTY-FIVE AND CLASS D LIQUOR LICENSES BY ONE TO SIX FOR CHIC CHEF. AND DECREASE BY ONE THE NUMBER OF CLASS A-1 LIQUOR LICENSES TO FORTY-FOUR DUE TO THE CLOSING OF MCCORMICK AND SCHMICK'S 3001 BUTTERFIELD

CHIC CHEF, 800 OAK BROOK RD, OAK BROOK, IL 60523

MCCORMICK AND SCHMICK'S 3001 BUTTERFIELD RD, OAK BROOK, IL 60523

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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 A-1 Liquor Licenses by One to Forty-Five and Class D Liquor Licenses by One to Six and decrease by number of authorized Class A-1 Liquor Licenses by One to Forty-Four;

Chic Chef, 800 Oak Brook Rd, Oak Brook, IL 60523

McCormick and Schmick's, 3001 Butterfield Rd, 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         | 44            |
| A-2              | 2,000.00        | 2,750.00           | 0             |
| A-3              | 2,000.00        | 2,750.00           | 1             |
| A-4              | 2,000.00        | 2,750.00           | 1             |

|          |          |                |                              |
|----------|----------|----------------|------------------------------|
| A-5      | 2,000.00 | 2,750.00       | 1                            |
| A-6      | 2,000.00 | 2,750.00       | 0                            |
| B        | 2,000.00 | 2,750.00       | 17                           |
| C        | 2,000.00 | 2,200.00       | 1                            |
| D        | 2,000.00 | 2,200.00       | <del>5</del> <b><u>6</u></b> |
| 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                            |
| <b>O</b> | 2,000.00 | 2,750.00       | 1                            |
| <b>P</b> | 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 23<sup>rd</sup> day of January 2024.

\_\_\_\_\_  
Laurence E. Herman  
Village President

PASSED THIS 23<sup>rd</sup> day of January 2024.

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

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

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

ATTEST:

\_\_\_\_\_  
Netasha Scarpiniti  
Village Clerk



**LL-74**

**Liquor License**

Status: Active

Submitted On: 1/4/2024

**Primary Location**

800 OAK BROOK RD

OAK BROOK, IL 60523

**Owner**

VILLAGE OF OAK BROOK

1200 OAK BROOK RD OAK

BROOK, IL 60523

**Applicant**

 Ravindra Jayara

 +1 630-415-9237

@ ravi@chicchefcatering.com

 1000 PAULY DRIVE  
ELK GROVE VILLAGE, IL  
60007

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**Business Information**

Is this a renewal or new liquor license application?\*

New Application

 **Establishment Name \*** 

Chic Chef Catering

Establishment Address: \*

800 Oak Brook Road

Oak Brook, IL 60523

Entity Type \*

Corporation

Corporation or LLC Name \*

Chic Chef Chicago

Corporate or LLC Address: \*

1000 PAULY DRIVE

City \*

ELK GROVE VILLAGE

State\*

IL

Zip Code\*

60007

**Brief description of business:\***

Venue Event Space

**Length of time in business \***

new

**Ownership of Premises \***

Leased

**If leased, provide copy of lease for full period of license and provide the following information:**

**Name of Lessor\***

Village of Oak Brook

**Address of Lessor\***

1200 Oak Brook Road

**City, State & Zip of Lessor\***

Oak Brook , IL 60532

**Date of Lease Expiration\***

02/01/2027

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**Corporate Officers**

For each Person, Owner, Partner, Officer, Director, Member and Stockholder holding directly or beneficially more than 5% of stock in the business please provide the following information.

If you are entering an application with a very long list of officers and stockholders (such as a large corporation) you can add just a single officer and later attach a document containing the information for the rest of the officers.

|                                        |                                             |
|----------------------------------------|---------------------------------------------|
| <b>Name*</b>                           | <b>Position Held Within Organization* ?</b> |
| RAVINDRA JAYARA                        | Director                                    |
| <b>Percentage of total stock held*</b> | <b>Phone Number</b>                         |
| 100                                    | 6304159237                                  |

## Qualifications

Has applicant, the manager or any person or entity listed as Officer, Shareholder, Member, Manager or Partner ever been convicted of a violation of any Federal or State law concerning the manufacture, possession or sale of alcoholic liquor, or forfeited their bond for failure to appear in court to answer charges for any such violation?\*

No

Has applicant made application for similar or other liquor license on premises other than described in this application?\*

No



Has any liquor license issued to the applicant ever been revoked, suspended, or denied?\*

No

Has applicant, the manager or any person or entity listed as Officer, Shareholder, Member, Manager or Partner ever been convicted of a gambling offense in violation of Section 28-3 of the Criminal Code of the State of Illinois (720 ILCS 5.28-1, et seq.), as heretofore or hereafter amended, or as proscribed by a statute replaced by any of the aforesaid statutory provisions? \*

No

Has applicant, the manager or any person or entity listed as Officer, Shareholder, Member, Manager or Partner ever been convicted of a felony? \*

No

Has applicant, the manager or any person or entity listed as Officer, Shareholder, Member, Manager or Partner ever been convicted of being the keeper of, or is keeping, a house of ill fame\*

No

Has applicant, the manager or any person or entity listed as Officer, Shareholder, Member, Manager or Partner ever been convicted of pandering or other crime or misdemeanor opposed to public decency and morality? \*

No

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## Liquor License Application

Descriptions of the various liquor license types can be found at Oak Brook Municipal Code - Chapter 1. If you have additional questions, call 630-368-5038.

\$2,750.00

Class O: Consumption On Premise, Retirement Community

\$2,750.00

Class P: Consumption On Premise, Jewelry Store

Type of Liquor License Requested: \*

Class D and  
Class A-1

Are you requesting additional license types?\*

No

Please check each specific location within this establishment where alcoholic liquor is being offered for retail sale:

Bar

☐

Patio

☐

Banquet Room

☐

Dining Area

☐

1. Other

☐

2. Other

☐

Please select an option below regarding your General Manager and Liquor Manager:

General Manager and Liquor Manager are two separate individuals

☐

General Manager and Liquor Manager are the same person

☒

Liquor Manager is unknown at this time

☐

Full name of person operating as Liquor Manager of the premises:\*

RAVINDRA JAYARA

**Liquor Manager Home Address:\***

200 N Arlington Heights Rd

**Liquor Manager Phone Number:\***

16304159237

**Liquor Manager Date of Birth: \***

08/15/1975

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## Insurance Requirements

Certificate of general liability insurance with limits of not less than \$1,000,000 combined single limit or \$1,000,000 per occurrence and per aggregate naming the Village of Oak Brook as a party insured issued by an insurance company licensed to do business in the State of Illinois having a "Best" rating acceptable to the Village.

The effective period of such insurance coverage shall coincide with the period the liquor license is in effect. Policy of liquor liability insurance by a responsible insurance company authorized and licensed to do business in the state insuring such applicant in the amount of not less than one million dollars (\$1,000,000).

This will be required prior to license issuance, but your preliminary review can take place before this is submitted.

**Please enter the date of expiration for your:  
Certificate of Insurance\***

10/28/2024

I, the Applicant, of the above licensee, hereby certify under oath, that the foregoing application is true and correct and all information previously submitted on the original application, including the floor plan, has not changed. I further understand that any incorrect or fraudulent statement made in this application constitutes grounds for immediate suspension and/or revocation of the liquor license herein sought.

The undersigned, does further state as follows:

That the undersigned is empowered to prepare and sign this application on behalf of the applicant.

That the undersigned has reviewed this application, and all attachments and submittals, and that the information contained herein is true and accurate.

That the undersigned, on behalf of the Applicant, acknowledges and agrees that a false statement knowingly made in this application shall bar the Applicant from further consideration and the application shall be denied.

That the undersigned is not disqualified to receive a liquor license by reason of any matter or thing contained in the laws of this state, or the ordinances of the Village.

That the undersigned will not violate any of the laws of the State of Illinois, or of the United States, including but not limited to the Americans With Disabilities Act, or any ordinances of the Village in the conduct of the applicant's place of business.

I, the undersigned, hereby certify that the above statements are true and correct to the best of my knowledge.

I hearby certify that as the applicant,

**I am the owner of the business**



**I have the owner's authorization to submit this application on their behalf**



**Digital Signature\***

✓ ravindra jayara  
Jan 4, 2024



## Acknowledgements

Applicant understands and agrees that additional information and material may be required during the processing of this application related to applicant's qualifications, the information provided herein, including attachments, and the class of license involved. Applicant agrees to provide such additional information and material and that failure to do so may delay the processing of this application or result in its denial.

Applicant understands that no liquor license shall be issued to any person:

1. for premises upon which theatrical or other live performances which include the types of conduct enumerated in Section 3-55 of Chapter 3 of The Oak Brook Village Code. This prohibition includes, but is not limited to, any entertainment, fashion show or other presentation which may include any person in a nude or semi-nude state, including, but not limited to, servers, hosts, hostesses, dancers, singers, models or other performance artists, or role playing interactions.
2. for the sale at retail of any alcoholic liquor within one hundred (100) feet of any church, school, hospital, home for the aged or indigent persons or for veterans, their spouses or children or any military or naval stations.
3. for premises upon which a men's or women's club is located.

In the event Applicant is made aware that any information or document submitted, as part of this application process is inaccurate or incomplete, Applicant agrees to immediately notify the Village and provide appropriate corrections. Applicant understands and agrees to provide such additional information and material, and that failure to do so may delay the processing of this application or result in its denial.

Digital Signature\*

✓ RAVINDRA JAYARA  
Jan 4, 2024

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## Adding Guests

If there are any people, besides yourself, that you want to receive updates about this application, you can add them as guests to the application after you have submitted it.

Guests will be allowed to view the application, add attachments, and pay fees.

[Learn how to add guest users.](#)

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## Business Registry

The business registry must be completed if not done so already in order to consider this application complete. Please click below to start the application.

[Start business registry application](#)

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## REMINDERS

### Attachment Reminder:

Please remember your application will not be considered complete until we receive all requested documentation and fees.

**Payment Reminder:**

If you will be sending Cash or Check for your method of payment, please remit payment to the address listed below:

Village of Oak Brook  
Licensing Department  
1200 Oak Brook Rd.  
Oak Brook, IL 60523

**Signage Reminders:**

The State of Illinois requires every holder of a retail liquor license to frame and hang in plain view an educational sign that warns about fetal alcohol syndrome (FAS) and birth defects. The FAS sign must read: "Government Warning: According to the Surgeon General, women should not drink alcoholic beverages during pregnancy because of the risk of birth defects."

To print sign please follow the link:

[Government Warning Signs](#)



**From:** [Ann Stipica](#)  
**To:** [Connie Reid](#)  
**Subject:** McCormick & Schmick"s closed 12.31.2023  
**Date:** Tuesday, January 9, 2024 2:10:16 PM  
**Attachments:** [Village of Oak Brook liquor license exp 06.30.24.pdf](#)

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

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

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Hello,

Can you please let me know if you need any additional information for the closure of KRG MS Oak Brook, LLC dba McCormick & Schmick's, formerly located at 3001 Butterfield Road, Oak Brook, IL 60523. The restaurant closed December 31, 2023.

Thank you.

**Ann Stipica**  
**Paralegal**

**K E L L Y O P E R A T I O N S G R O U P**

[astipica@krgops.com](mailto:astipica@krgops.com)

858-386-4163

LICENSE NUMBER:  
LL-10

**VILLAGE OF OAK BROOK**  
DuPage and Cook Counties, Illinois  
**LIQUOR LICENSE**  
Class A-1



BY AUTHORITY OF THE VILLAGE OF OAK BROOK LICENSE IS HEREBY GRANTED TO:

**McCormick & Schmick**  
3001 BUTTERFIELD RD  
OAK BROOK, IL 60523

COMMENCING  
July 1, 2023

ENDING  
June 30, 2024

IN THE VILLAGE OF OAK BROOK, SUBJECT TO THE ORDINANCES OF THE VILLAGE, WHICH NOW OR HEREAFTER MAY BE IN FORCE.

Licensed for the following areas:

Bar  
Patio  
Banquet Room  
Dining Area

*Laurence E. Herman*  
VILLAGE PRESIDENT  
*Netasha Scarpit*  
VILLAGE CLERK

**THIS LICENSE MUST BE ON DISPLAY AT ALL TIMES**



**ITEM 8.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  
January 23, 2024

---

**SUBJECT:** Surplus Property

**FROM:** Rania Serences, Purchasing and Budgeting Coordinator

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

**RECOMMENDED MOTION:** I move that the Village Board adopt ORDINANCE S-1689, An Ordinance Authorizing the Sale or Donation or Recycling or Disposal of Certain Items of Personal Property Owned by the Village of Oak Brook

**Background/History:**

The attached ordinance authorizes the donation of CPR training equipment, previously used by the Fire Department, that has already been replaced with newer models due to age, wear, tear, and updated technology for AED trainers.

The Village will be donating the equipment to Mount Sinai Hospital in Chicago for use in their CPR courses. All of these items are over 15 years old, and as a result of the technology obsolescence, the Village is requiring a liability Release Agreement prior to donation (see attached).

**Recommendation:**

Staff recommends that the Village Board adopt ORDINANCE S-1689, An Ordinance Authorizing the Sale or Donation or Recycling or Disposal of Certain Items of Personal Property Owned by the Village of Oak Brook

**Attachments:**

1. CPR Training Equipment Ordinance
2. CPR Training Equipment Release Agreement

THE VILLAGE OF OAK BROOK  
COOK AND DUPAGE COUNTIES, ILLINOIS

---

ORDINANCE

2024-PP-S-1689

---

AN ORDINANCE AUTHORIZING THE SALE OR DONATION  
OR RECYCLING OR DISPOSAL OF CERTAIN ITEMS OF  
PERSONAL PROPERTY OWNED BY THE VILLAGE OF  
OAK BROOK

---

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

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

Village Board

---

Published in pamphlet form by authority of the  
President and the Board of Trustees of the Village of Oak Brook  
on this the 23<sup>rd</sup> day of January 2024

---

ORDINANCE 2024-PP-S-1689

AN ORDINANCE AUTHORIZING THE SALE OR DONATION OR RECYCLING OR  
DISPOSAL OF CERTAIN ITEMS  
OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF OAK BROOK

WHEREAS, in the opinion of a majority of the corporate authorities, it is no longer necessary or useful or in the best interests of the Village to retain the items of personal property listed below; and

WHEREAS, the Village wishes to dispose of said property by sale or donation or recycling or disposal.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK BROOK, DU PAGE AND COOK COUNTIES, ILLINOIS as follows:

Section 1: The foregoing recitals are incorporated herein as findings of the corporate authorities.

Section 2: Pursuant to 65 ILCS 5/11-76-4, the President and Board of Trustees find that the items listed below, now owned by the Village, are surplus property and are no longer necessary or useful to the Village and the best interests of the Village will be served by sale or donation or recycling or disposal.

Section 3: Pursuant to 65 ILCS 5/11-76-4, the Village Manager is hereby authorized and directed to dispose of the above items by sale or donation or recycling or disposal, as designated in Section 2.

Section 4: This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

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

APPROVED THIS 23<sup>rd</sup> day of January 2024

\_\_\_\_\_  
Laurence E. Herman  
Village President

PASSED THIS 23<sup>rd</sup> day of January 2024

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

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

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

ATTEST:

\_\_\_\_\_  
Netasha Scarpiniti  
Village Clerk

**CPR EQUIPMENT TO BE DONATED TO MOUNT SINAI HOSPITAL  
CHICAGO, ILLINOIS**

| <b>QUANTITY</b> | <b>ITEM</b>                                             |
|-----------------|---------------------------------------------------------|
| 9               | Adult CPR Simulaid's Manikin                            |
| 1               | Adult CPR Manikin with Jaw Thrust                       |
| 1               | Pediatric CPR Manikin                                   |
| 3               | Infant CPR Manikin                                      |
| Box             | Spare Mouth Pieces for Adult and Pediatric Manikins     |
| Bag             | Lung Replacements for Adult CPR Manikins                |
| 1               | Chest Plate for Adult Manikin                           |
| 1               | Cardiac Science AED Trainer (2020 CPR Guidelines)       |
| 1               | Cardia Science AED Trainer (older than 2020 Guidelines) |
| 1               | Survivalink AED Trainer (older than 2020 Guidelines)    |



## **RELEASE AGREEMENT**

**THE VILLAGE OF OAK BROOK (“Oak Brook”), ILLINOIS**, an Illinois municipal corporation do hereby donate, assign, transfer, and set over to **Mount Sinai Hospital, (“Sinai”), 1500 South Fairfield Avenue, Chicago, Illinois 60608**, the following described personal property, to wit:

| <b>QUANTITY</b> | <b>ITEM</b>                                             |
|-----------------|---------------------------------------------------------|
| 9               | Adult CPR Simulaid Manikin                              |
| 1               | Adult CPR Manikin with Jaw Thrust                       |
| 1               | Pediatric CPR Manikin                                   |
| 3               | Infant CPR Manikin                                      |
| Box             | Spare Mouth Pieces for Adult and Pediatric Manikins     |
| Bag             | Lung Replacements for Adult CPR Manikins                |
| 1               | Chest Plate for Adult Manikin                           |
| 1               | Cardiac Science AED Trainer (2020 CPR Guidelines)       |
| 1               | Cardia Science AED Trainer (older than 2020 Guidelines) |
| 1               | Survivalink AED Trainer (older than 2020 Guidelines)    |

**AS IS, WHERE IS, with NO WARRANTIES OF ANY KIND.**

1. **Condition of Tasers; Disclaimer of Warranties and Release.** Sinai hereby acknowledges that it, or its employee(s), agent(s), or contractor(s), has the expertise necessary to inspect the CPR Training Equipment. The CPR Training Equipment are transferred to Sinai AS IS, WHERE IS, AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, and INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Except for those representations specifically enumerated in paragraph 2 below, Sinai, for itself, its successor, agents, and assigns, hereby releases and forever discharges Oak Brook, it successors, assigns, affiliates, agents, employees and legal representatives from any and all claims, losses, and demands or liability of every kind, whether known or unknown, which Sinai has, or may have, arising out of Sinai's use or ownership of the CPR Training Equipment after the effective date of this Release Agreement and Sinai assumes all risk related to or arising from Sinai's use or ownership of the CPR Training Equipment after the effective date of this Release Agreement. This Release is binding upon Sinai, its successors, agents, employees, assigns and legal representatives, and inures to the benefit of Oak Brook and its successors, assigns, affiliates, agents, employees, and legal representatives.
2. **Donator Representations.** Oak Brook represents and warrants only that as of the date hereof, Oak Brook is the owner of the CPR Training Equipment, free and clear of any lien, security interest or encumbrance, and that no financing statement covering said CPR Training Equipment or any proceeds thereof is on file in any public office.
3. **Authority, Expertise.** Sinai represents that it has the appropriate authority to enter into this Release Agreement and appropriate expertise and technological knowledge to take ownership of the CPR Training Equipment.

IN WITNESS WHEREOF, SINAI AND VILLAGE have caused this Release Agreement to be duly executed and effective as of the date of full execution by both parties (the "Effective Date").

ATTEST:

**VILLAGE OF OAK BROOK, ILLINOIS**

\_\_\_\_\_

\_\_\_\_\_  
By: Greg Summers, Village Manager

ATTEST:

**MOUNT SINAI HOSPITAL**

\_\_\_\_\_

\_\_\_\_\_  
By:

Its: \_\_\_\_\_

EFFECTIVE DATE:

\_\_\_\_\_



OAK BROOK  
*Illinois*

**ITEM 8.B.1.**

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

**AGENDA ITEM**

Board of Trustees Regular Meeting  
of  
January 23, 2024

---

**SUBJECT:** Zoning Variation for Wall Sign

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

**BUDGET SOURCE/BUDGET IMPACT:** NA

**RECOMMENDED MOTION:** I move that the Village Board concur with the recommendation from the Planning & Zoning Commission approving the requested variation to Section 13-11-10.C.8 of the Village Code for the property located at 300 22nd Street to allow wall signs subject to the following:

1. The design and placement of the proposed signs shall be in substantial conformance with the plans as submitted and approved;
2. Add the condition “Notwithstanding the attached exhibits, the applicant shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived”, and;
3. Authorize the Village Attorney to prepare the necessary ordinance granting the requested sign variations for approval and adoption at a future Board of Trustees meeting.

**Background/History:**

Lions Clubs has submitted a sign variation request for installation of wall signs at 300 22<sup>nd</sup> Street. The property is zoned ORA-1, Office Research Assembly District. The exterior wall signs require relief from Section 13-11-10.C.8 of the Code to be installed in the center of the building façade on the South and West elevations. All other specific requirements for wall signs are in compliance with the Sign Code. At the January 3, 2024, meeting of the Planning & Zoning Commission, all members present voted in favor of the request (one P&Z member was absent).

Finding that the applicant had satisfied the requirements for the requested variation, by a vote of 8 to 0, the Planning & Zoning Commission recommended approval of the proposed variation, subject to the following conditions:

1. The design and placement of the proposed signs shall be in substantial conformance with the plans as submitted and approved.
2. Add the condition “Notwithstanding the attached exhibits, the applicant shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived.”

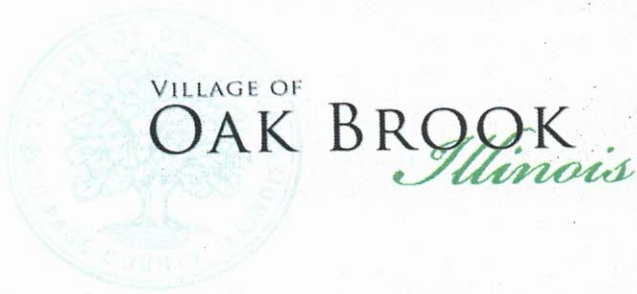
Please see the materials provided by the petitioner in the case file for a more detailed description and the rationale for the requested variation.

**Recommendation:**

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

**Attachments:**

1. REG BOT 012324 Agenda Item - 300 22nd Street



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

January 16, 2024

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

Subject: 300 22<sup>nd</sup> Street – International Association of Lions Clubs – Variation to install a wall sign in the center of the building.

Dear Village President and Board of Trustees:

**Background**

At its meeting on January 3, 2024 the Planning & Zoning Commission held the required public hearing on a petition from Parvin-Clauss Sign Co., the representative for Lions Clubs the property owner, seeking approval of a variation in order to construct a wall sign to be placed in the center of the Building on the South elevation.

The applicant is seeking variation to Section 13-11-10.C.8 of the Zoning Ordinance (below) which restricts wall signs from being located on the center of the building wall.

*C. Number Of Signs Permitted Per Zoning Lot:*

*8. One wall sign per street frontage per building, limit two (2) per building; signs must be "anchored" or oriented to a corner of the building (with the exception of the office buildings located at 1211, 1301, 1415 and 1515 22nd Street may locate their wall signs in the center of the building face), rather than placed on the center of the wall; signs must be located at the uppermost permitted signable area of the building, rather than on the lower levels, except for permitted first floor restaurant signs; signs on adjacent walls must not be "anchored" or oriented on the same corner of the building; signs may be placed on any side of the building; limit of one wall sign per building side. Signs must be of a single line of text, multiple lines of text (one above the other) are not permitted, except as approved for first floor restaurant signs.*

**Public Comment**

All interested parties were notified of the public hearing. No one spoke in support of or in opposition to the request at the hearing.

**Planning & Zoning Commission Discussion and Recommendation**

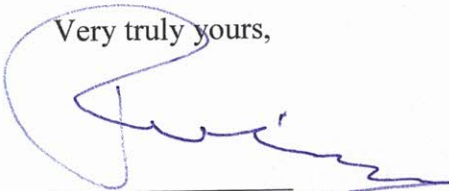
The Planning & Zoning Commission recognized the hardship and unique circumstances of the proposal, specifically noting the requested sign does not alter the essential character of the area. The applicant addressed the standards in writing and by their testimony at the public hearing.

January 16, 2024  
Village President and Board of Trustees  
RE: 300 22<sup>nd</sup> Street - Sign Variation  
Page 2

By a vote of 8 to 0, the Planning & Zoning Commission recommended approval of the requested variation, subject to the following conditions.

1. The design and placement of the proposed signs shall be in substantial conformance with the plans as submitted and approved.
2. Notwithstanding the attached exhibits, the applicant shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived.

Very truly yours,



Rajaraman Iyer  
Chairman  
Planning & Zoning Commission



VILLAGE OF

OAK BROOK

*Illinois*

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

1. CALL TO ORDER:

CALL TO ORDER

The Meeting of the Planning & Zoning Commission was called to order by Chairman Rajaraman Iyer at 7:00 p.m.

2. ROLL CALL:

ROLL CALL

Rebecca Von Drasek called the roll with the following persons:

PRESENT: Chairman Rajaraman Iyer, Members Jeff Bulin, Natalie Cappetta, Richard DiBernardo, Rahma Hasan, Baker Nimry, James Pontrelli and Kenneith Wilczak

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

3. APPROVAL OF MINUTES

MINUTES

REGULAR PLANNING & ZONING COMMISSION MEETING OF DECEMBER 13, 2023

DECEMBER 13, 2023

Motion by Member Bulin, seconded by Member Hasan to approve the minutes of the December 13, 2023 Regular Zoning Board of Appeals meeting as written. VOICE VOTE: Motion Carried.

4. UNFINISHED BUSINESS

UNFINISHED  
BUSINESS

A. ADOPT PLANNING & ZONING COMMISSION RULES OF PROCEDURE

ADOPT RULES OF  
PROCEDURE

Director Von Drasek provided a brief overview of the proposed Rules of Procedure. She emphasized the importance of a thorough review of Standards provided in each application.

Member Nimry wanted to specify that individuals can speak during P&Z meetings, only after being recognized by the chairman.

Member Pontrelli asked to modify a sentence to read "In the event of member absenteeism in the initial hearing(s), said absentee member(s) upon consideration and review of the transcripts of said meeting(s) shall be considered to be sufficiently and adequately informed to be in a position to cast a vote on the application at the subsequent meeting." The word "minutes" to be substituted by the words "transcripts and/or recordings".



Member Cappetta believed the Rules of Procedure should reference LaSalle Factors.

Motioned by Member Hasan, seconded by Member Pontrelli to adopt the Rules or Procedure with the following amendments:

1. Recognition by the Chairman for the time that the public can speak.
2. Substitute the word “minutes” with the words “transcripts and/or recordings”.
3. Reference LaSalle Factors

ROLL CALL:

Ayes: 8 – Chairman Iyer, Members Bulin, Cappetta, DiBernardo, Hasan, Nimry, Pontrelli and Wilczak. Motion carried.  
Nays: 0  
Absent: 1 - Vice Chairman Zeimer

5. NEW BUSINESS

NEW BUSINESS

A. INTERNATIONAL ASSOCIATION OF LIONS CLUBS - 300 22<sup>ND</sup> STREET – SIGN VARIATION

LIONS CLUBS 300  
22<sup>ND</sup> ST – SIGN VAR

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

Planner Raman provided a brief overview of the proposed petition.

Cindy Novak, Head of Facilities at International Association of Lions Clubs reviewed the request. She explained that Lions Clubs has been a resident of Oak Brook for nearly 54 years and that they were very proud to call the village home. They proposed the wall sign to enhance their visibility in hope of gaining new members. She shared a PowerPoint with the proposed sign.

Member DiBernardo inquired about the village code 13-11-10-C.8, only allowing tenants to install wall signs on the corners of their buildings.

Director Von Drasek believed that height and architecture elements were considered when writing the code.

The applicant addressed the standards in writing (casefile) and were read aloud by Member Hasan at the public hearing.

Motioned by Member Bulin, seconded by Member Hasan to approve the requested variation to allow the wall sign, subject to the following conditions:

1. The design and placement of the proposed sign shall be in substantial conformance with the plans as submitted and approved.
2. Add the condition “Notwithstanding the attached exhibits, the applicant shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived.”

ROLL CALL:

Ayes: 8 – Chairman Iyer, Members Bulin, Cappetta, DiBernardo, Hasan, Nimry, Pontrelli and Wilczak. Motion carried.

Absent: 1 - Vice Chairman Zeimer

Chairman Iyer announced that the public hearing was concluded.

OTHER BUSINESS

OTHER BUSINESS

6.

Director Von Drasek offered an early start at 6:30 p.m. at the next P & Z meeting on February 7, 2023. Members discussed and agreed. She also mentioned upcoming petitions.

Planner Raman addressed a previous question regarding illumination standards. She said the standards can be found in section 13-11-4.

7.

PUBLIC COMMENT

PUBLIC COMMENT

There were no public comments.

8.

ADJOURNMENT:

ADJOURNMENT

Motion by Member Hasan, seconded by Member Bulin to adjourn the meeting at 7:34 p.m. VOICE VOTE: Motion carried.

ATTEST:

/s/ Rebecca Von Drasek

Rebecca Von Drasek

Director of Development Services



VILLAGE OF  
**OAK BROOK**  
*Illinois*

**ITEM 5.A**  
**LIONS CLUBS**  
**300 22ND STREET**  
**SIGN VARIATION**

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\*\*\*\*\*

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

**STAFF REPORT**

**DATE:** December 19, 2023

**CASE NOS:** 2023-11-ZO-VAR

**DESCRIPTION:** Variation – To allow for a wall sign to be placed in the center of the building.

**PETITIONER:** Parvin-Clauss Sign Co., for International Association of Lions Clubs, the property owner.

**ADDRESS:** 300 22<sup>nd</sup> Street.

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

**ZONING/USE OF SURROUNDING PROPERTY:**

**North:** O-4, Office District, office;

**South:** 22<sup>nd</sup> St and B-4, Hotel-Office District, office/hotels;

**East:** ORA-1, Office-Research-Assembly District, hotel;

**West:** O-4, Office District, mixed use.

**DISCUSSION:**

The applicant has submitted a petition seeking approval of a variation from the sign regulations to permit and allow a wall sign on the center of the building on the South and East elevation, at 300 22nd Street.

In particular, the applicant is seeking variation to Section 13-11-10.C.8 of the Zoning Ordinance (below) which restricts wall signs from being located on the center of the building wall.

*C. Number Of Signs Permitted Per Zoning Lot:*

*8. One wall sign per street frontage per building, limit two (2) per building; signs must be "anchored" or oriented to a corner of the building (with the exception of the office buildings located at 1211, 1301, 1415 and 1515 22nd Street may locate their wall signs in the center of the building face), rather than placed on the center of the wall; signs must be located at the uppermost permitted signable area of the building, rather than on the lower levels, except for permitted first floor restaurant signs; signs on adjacent walls must not be "anchored" or oriented on the same corner of the building; signs may be placed on any side of the building; limit of one wall sign per building side. Signs must be of a single line*

**STAFF REPORT – TRUE GROUP**  
**300 22<sup>ND</sup> ST**  
**VARIATIONS – WALL SIGN**  
**CASE No. 2023-11-ZO-VAR**

*of text, multiple lines of text (one above the other) are not permitted, except as approved for first floor restaurant signs.*

**Staff Comments:**

- International Association of Lions Clubs, the property owner, has signed the application.
- A permit (#21-4-427) was issued in 2021 to replace the existing monument sign with a new illuminated monument sign located in the center and front of the building in the front yard.
- There are two (2) existing logo signs and building number (300) sign located on the center of the building entrance canopy.
- The total area of all signs (existing and proposed) is approximately 384 SF. The code allows the total area of all signs up to 1,500 SF.
- Staff notes that the proposed logo is slightly larger than the letters of the sign in keeping with the trademarked logo.
- The new wall sign on the South elevation is being proposed to be located on the center to the wall that would align with the logos and the monument sign and make it aesthetically pleasing.
- Illumination and installation shall comply with Village codes.
- The applicant will meet all other applicable regulations including those by the Village of Oak Brook.

Please see the case file for additional information regarding this request as well as visual depiction of the proposed sign.

**RESPONSIBILITIES OF HEARING BODIES:**

The Planning & Zoning Commission has the responsibility to make a recommendation on requests for variations. Please include in your consideration your findings with respect to the standards specified in the Zoning Ordinance for a variation. The materials submitted by the applicant specifically address these standards (see the case file). Those standards are:

“Section 13-14-6 D. Standards:

1. The Planning & Zoning Commission shall not recommend a variation of the provisions of this Title as authorized in this Section unless it shall have made findings of fact based upon the evidence presented to it on the following specific issues that:
  - a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.
  - b. The plight of the owner is due to unique circumstances.
  - c. The variation, if granted, will not alter the essential character of the locality.

**STAFF REPORT – TRUE GROUP  
300 22<sup>ND</sup> ST  
VARIATIONS – WALL SIGN  
CASE No. 2023-11-ZO-VAR**

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

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

**CONCLUSION:**

Staff is recommending approval of the variation. The sign will not alter the essential character nor be detrimental to the public. If the Planning & Zoning Commission is of the opinion that the applicant has satisfied the requirements for the requested variation to the Sign Regulations for the property located at 1211 22<sup>nd</sup> Street, a recommendation would be in order to approve the request subject to the following conditions:

1. The design and placement of the proposed sign shall be in substantial conformance with the plans as submitted and approved.
2. Add the condition “Notwithstanding the attached exhibits, the applicant shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived.”

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

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

**STAFF REPORT – TRUE GROUP  
300 22<sup>ND</sup> ST  
VARIATIONS – WALL SIGN  
CASE No. 2023-11-ZO-VAR**

Respectfully Submitted,

A handwritten signature in cursive script that reads "Rama Raman". The signature is written in dark ink and includes a horizontal line under the name.

---

Rama Raman  
Village Planner



NOTICE IS HEREBY GIVEN that a public hearing before the Planning & Zoning Commission of the Village of Oak Brook, DuPage and Cook Counties, Illinois, will be held on Wednesday, January 3, 2024 at 7:00 p.m. in the Samuel E. Dean Board Room of the Butler Government Center, Village of Oak Brook, 1200 Oak Brook Road (31st Street and Spring Road), Oak Brook, Illinois 60523 for the purpose of considering an application from Parvin-Clauss Sign Co., 165 Tubeway Drive, Carol Stream, IL 60188, acting as Agent for the property owner, The International Association of Lions Club, 300 22nd Street, Oak Brook, IL 60523. The applicant is seeking a variation as provided for under Title 13 of the Zoning Ordinance of the Village of Oak Brook, Illinois, Ordinance G-60 as amended. The applicant is seeking approval of a variation to allow the construction of a wall sign elevated on the building facade. The subject property is located at 300 22nd Street, Oak Brook, IL 60523 and the PIN is as follows: PARCEL NUMBER: 06-24-403-007 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. Neelasha Scarpiniti, Village Clerk Published at the direction of the Corporate Authorities and the Planning & Zoning Commission of the Village of Oak Brook, DuPage and Cook Counties, Illinois. Published in Daily Herald December 16, 2023 (4609456)

## 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 12/16/2023 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 # 4609456





VILLAGE OF  
**OAK BROOK**  
*Illinois*

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

December 15, 2023

Dear Resident:

The Oak Brook Planning & Zoning Commission and the Village Board will be considering a variation to the Zoning Regulations. All meetings scheduled are on the reverse side of this notice.

The application has been filed by:  
Property Owner

International Association of Lions Clubs  
300 22<sup>nd</sup> Street  
Oak Brook, IL 60523

Agent

Parvin-Clauss Sign Co.  
165 Tubeway Dr  
Carol Stream, IL 60188

The property is located at:

300 22<sup>nd</sup> Street, Oak Brook

Relationship of applicant to property:

Property Owner and Sign Contractor

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

The petitioner is seeking the approval of variations to allow the construction of a wall sign on the property at 300 22<sup>nd</sup> Street.

If you desire more detailed information, please contact the Development Services Department at 630-368-5106 or 630-368-5103 between 8 AM-4 PM, Monday through Friday, except for holidays.

Sincerely,

Rebecca Von Drasek  
Director, Development Services Department





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

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

Planning & Zoning Commission\*.....7:00 p.m., Wednesday, January 3, 2024

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

\*Public Hearing Body – Variation

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

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

300 22nd -VAR-sign 2024.resLtr





VILLAGE OF  
**OAK BROOK**  
*Illinois*

## ITEM

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

## AGENDA ITEM

Regular Board of Trustees Meeting  
of  
December 12, 2023

---

**SUBJECT:** Referral – 300 22<sup>nd</sup> Street – Zoning Variation to Permit a Wall Sign in the Center of the Building

**FROM:** Rebecca Von Drasek, Development Services Director *R.C.V.*

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

**RECOMMENDED MOTION:** I move to refer the sign variation request for the installation of a wall sign for Lion's International to the Planning & Zoning Commission for a public hearing and recommendation.

**Background/History:**

Mary Clauss (Parvin-Clauss Sign Co.) on behalf of Lion's International ("Lion's"), the property owner, has submitted a petition requesting approval of a variation to the Zoning Ordinance. The property is zoned ORA-1 District.

The petitioner is requesting approval of zoning variation to Section 13-11-10.C.8 of the Zoning Code to permit a wall sign to be placed in the center of the building. The petitioner is a long-term commercial resident.

Additional documents have been included with this referral to provide the Village Board with more information related to the request. The additional application material is provided below for reference purposes.

1. Cover letter and petition for public hearing;
2. Proposed Sign elevations; and
3. Property location map

**Recommendation:** Please refer the request to the Planning & Zoning Commission (P&Z) for a public hearing, review, and a recommendation.

**13-11-10: DISTRICT B4, O3, O4, ORA1 AND ORA2 REGULATIONS:**

C. Number Of Signs Permitted Per Zoning Lot:

8. One wall sign per street frontage per building, limit two (2) per building; signs must be "anchored" or oriented to a corner of the building (with the exception of the office buildings located at 1211, 1301, 1415 and 1515 22nd Street may locate their wall signs in the center of the building face), rather than placed on the center of the wall; signs must be located at the uppermost permitted signable area of the building, rather than on the lower levels, except for permitted first floor restaurant signs; signs on adjacent walls must not be "anchored" or oriented on the same corner of the building; signs may be placed on any side of the building; limit of one wall sign per building side. Signs must be of a single line of text, multiple lines of text (one above the other) are not permitted, except as approved for first floor restaurant signs.





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

**PETITION APPLICATION for  
PUBLIC HEARING**

ZONING ORDINANCE:

☐ APPEAL (\$300)

☒ VARIATION (\$750)

☐ AMENDMENT (\$750)

☐ SPECIAL USE (\$750)

☐ CERTIFICATE OF APPROPRIATENESS (\$500)

STORMWATER: ☐ VARIATION (\$750)

PUBLIC HEARING SIGNS (\$50- each lot frontage) 3 - Enter Number of Street Frontages/Per Parcel

**APPLICANT TO COMPLETE**

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

LOCATION OF

SUBJECT PROPERTY Oak Brook

PERMANENT PARCEL NO\* 06-24-403-007

LOT NO. 4 SUBDIVISION BUTLER COMPANY M 1 INC ASSMT PL 4 L: 4 LEGAL ADDRESS\* 300 W. 22nd St., Oak Brook, IL 60523

ZONING DISTRICT ORA-1 ZONING ORDINANCE SECTION 13-11-10.C.8 ACTION REQUESTED Variance for signs on elevated building facade along York Rd. and 22nd St.

PROPERTY INTEREST OF APPLICANT:

OWNER ☒

CONTRACT PURCHASER ☐

AGENT ☐

OWNER(S) OF RECORD International Association of Lions Clubs

PHONE 630-571-5466

ADDRESS 300 W. 22nd St.

CITY Oak Brook

STATE IL

ZIP 60523

BENEFICIARY(IES) OF TRUST

PHONE

ADDRESS

CITY

STATE

ZIP

NAME OF APPLICANT (and Billing Information) PARYN - CLAUSSE SIGN CO

PHONE 630-510-2020

ADDRESS 165 TUBENAY DR

CITY CAROL STREAM

STATE IL

ZIP 60188

Contact Name and E-mail Address(s) MARY CLAUSSE mclausse@parynclausse.com

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

[Signature]  
Signature of Owner

11/17/23  
Date

[Signature]  
Signature of Applicant

11/17/23  
Date

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

Date Filed Nov 17, 2023 Fee Paid \$ 900 Receipt No. 727285 Received By C. Ciavelli

Board of Trustees (Referral) 12/2/23 Notice Published 12/15/23 Newspaper Daily Herald Adj. Property Owners Notified 12/15/23

PUBLIC HEARING DATES: Plan Commission N/A

~~Zoning Board of Appeals~~ 11/3/24

Board of Trustees 1/23/24

~~Planning & Zoning Commission~~ 2/13/24

(Approval of Ordinance)

SIGNED - VILLAGE CLERK [Signature]

Date 12/4/2023

Lions International  
Sign Variance  
Letter of Explanation

We are seeking variance approval for our signage to be placed center for both of our facades on 22<sup>nd</sup> Street and York Road. With approval of centered placement, this will better landmark our space in the prime location that we have occupied for years. It will bring greater visibility for our organization and the mission that we hope to share with the community. The placement will also compliment the structure of our space, see below.

[22<sup>nd</sup> Street] The front of the building has existing ground signage that was recently approved by the village and installed a few years prior. This sign sits center on our landscape and will be asymmetrical if a sign must be installed only in the corner—centered is ideal and will balance the existing signage.

[York Road] The building occupies a large span of land on York Road and placing center will allow for drivers see the sign easier from north, south and from the nearby business-goers just to the west.

We believe that this variance approval will benefit both Lions International and the Village of Oak Brook. These new signage opportunities will bring visibility to the Village of Oak Brook's residents, shoppers, and nearby communities as home to the largest international service club organization in the world serving over 500 million people annually.



## **VARIATION STANDARDS**

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

### **RESPONSE:**

The property in question cannot yield a reasonable return if permitted to be used under the conditions allowed by the regulations governing the district in which it is located, as it would deprive the property owner rights granted to other surrounding properties.

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

### **RESPONSE:**

The plight of the owner is due to unique circumstances.

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

### **RESPONSE:**

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

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

**RESPONSE:** [22nd Street] The front of the building has existing ground signage that was recently approved by the village and installed a few years prior. This sign sits center on our landscape and will be asymmetrical if a sign must be installed only in the corner—centered is ideal and will balance the existing signage.

[York Road] The building occupies a large span of land on York Road and placing center will allow for drivers see the sign easier from north, south and from the nearby business-goers just to the west.

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

### **RESPONSE:**

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

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

**RESPONSE:**

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

We believe that this variance approval will benefit both Lions International and the Village of Oak Brook. These new signage opportunities will bring visibility to the Village of Oak Brook's residents, shoppers, and nearby communities as home to the largest international service club organization in the world serving over 500 million people annually.

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

**RESPONSE:**

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

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

**RESPONSE:**

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

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

**RESPONSE:**

The alleged hardship has not been created by any person presently having an interest in the property.



## Certification Surrounding Property Owners

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

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

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

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

|                                                              |                                              |                                                |
|--------------------------------------------------------------|----------------------------------------------|------------------------------------------------|
| <u>David Kingsbury</u><br>Printed Name of Owner              | <u>11/17/23</u><br>Date                      | <u>MARY CLAUS</u><br>Printed Name of Applicant |
| <u>General Counsel &amp; Secretary</u><br>Signature of Owner | <u>[Signature]</u><br>Signature of Applicant | <u>11/21/23</u><br>Date                        |

### BILL TO INFORMATION:

|                                                                       |                                     |                                      |
|-----------------------------------------------------------------------|-------------------------------------|--------------------------------------|
| <u>PERVING-CLAUS SIGN CO</u><br>Print Name/Company                    | <u>MARY CLAUS</u><br>Contact Person | <u>630-510-2520</u><br>Contact Phone |
| <u>165 TURBENTON DR CAROL STREAM IL 60188</u><br>Address To be Billed |                                     | <u>X4000</u><br>Alternate Phone      |

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

## NAMES OF SURROUNDING PROPERTY OWNERS

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

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

[illegible]

(Attach additional sheets if necessary)

NICOR GAS / SOUTHERN CO  
711 Jorie Boulevard  
Oak Brook 60523

GK CLEARWATER LA FITNESS  
257 E MAIN ST APT. 200,  
BARRINGTON, IL 60010

HUB GROUP INC  
2000 CLEARWATER DR  
OAK BROOK, IL 60523

PEMBROKE 2001 YORK LLC  
24 N Bryn Mawr Ave  
Bryn Mawr, PA 19010

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

RUSH OAK BROOK  
2011 YORK RD APT. 1205  
OAK BROOK, IL 60523

ADVOCATE HEALTH CARE  
3075 Highland Pkwy Apt. 600  
Downers Grove, IL 60515

GK CLEARWATER LA FITNESS  
257 E MAIN ST APT. 200  
BARRINGTON, IL 60010

MD5 OAK BROOK LLC  
417 1st Ave SE  
Cedar Rapids, IA 54401

HH OAKBROOK LLC  
3050 Finley Rd Apt. 300D  
Downers Grove, IL 60515

2122 YORK RD OWNER LLC  
227 W MONROE ST APT. 5040  
CHICAGO, IL 60606

OB I LLC  
6000 Garlands Ln Apt. 120  
BARRINGTON, IL 60010

INTERNATIONAL ASSOC LIONS  
300 22nd St  
OAK BROOK, IL 60523

GADDIKERI, SANTHOSH & R  
69 WINDSOR DR  
OAK BROOK, IL 60523

LIONS INTERNATIONAL  
300 22nd St  
OAK BROOK, IL 60523

E.1



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

- See attached.

Page 224 of 238



LOT 4

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 24; THENCE N 0°15'24" W ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, ALSO BEING THE CENTERLINE OF YORK ROAD A DISTANCE OF 665.09 FEET TO A POINT; THENCE N 89°44'42" E ALONG A LINE WHICH IS PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24 A DISTANCE OF 75.0 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF YORK ROAD FOR A PLACE OF BEGINNING, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 1 OF SUNBEAM CORP. ASSESSMENT PLAT RECORDED MAY 4, 1961 AS DOCUMENT NO. R61-5594: THENCE CONTINUING N 89°44'42" E ALONG A LINE WHICH IS PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24. SAID LINE ALSO BEING THE SOUTH LINE OF SUNBEAM CORP. ASSESSMENT PLAT, A DISTANCE OF 724.32 FEET TO A POINT, SAID POINT BEING A SOUTHEASTERLY CORNER OF SAID LOT 1 OF SAID SUNBEAM CORP. ASSESSMENT PLAT, SAID POINT ALSO BEING ON A WESTERLY RIGHT OF WAY LINE OF A DEDICATED ROAD RECORDED ON DECEMBER 16, 1960 AS DOCUMENT NO. 990855; THENCE SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID ROAD, BEING A CURVE CONVEX WESTERLY AND HAVING A RADIUS OF 738.58 FEET A DISTANCE OF 1.38 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUING SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID DEDICATED ROAD BEING A CURVE CONVEX WESTERLY AND HAVING A RADIUS OF 1640.98 FEET. A DISTANCE OF 80.28 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUING SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID DEDICATED ROAD. BEING A CURVE CONVEX WESTERLY AND HAVING A RADIUS OF 1710.98 FEET. A DISTANCE OF 83.50 FEET TO A POINT OF TANGENCY; THENCE S 0°15'18" E ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID DEDICATED ROAD A DISTANCE OF 425.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 22<sup>ND</sup> STREET. SAID POINT BEING 75.0 FEET NORTH OF THE CENTERLINE OF 22<sup>ND</sup> STREET; THENCE WESTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF 22<sup>ND</sup> STREET. THE FOLLOWING THREE COURSES AND DISTANCES: (1) S 89°44'42" W, A DISTANCE OF 395.0 FEET (2) N 83°55'12" W A DISTANCE OF 294.27 FEET (3) N 45°12'37" W, A DISTANCE OF 46.04 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF YORK ROAD SAID POINT BEING 75.0 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24: THENCE N 0°15'24" W ALONG THE EASTERLY RIGHT OF WAY LINE OF YORK ROAD, A DISTANCE OF 525.04 FEET TO THE PLACE OF BEGINNING.

Please Deposit Check in: Zoning Account 10-4302

For:

**300 22<sup>nd</sup> Street - Sign Variation**

NOTE: 1 check(s) - Total        **\$ 900**

***Variation Application***                        **\$750**  
***Public Hearing Signs (3)***                    **\$150**

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

MISCELLANEOUS PAYMENT RECPT#: 727285  
DATE: 12/01/23        TIME: 13:07:34  
CLERK: jwozniak        DEPT:  
CUSTOMER#: 0

COMMENT: APP. FOR 300 22ND ST

-----  
REVENUE:  
1 10        43020                    900.00  
  ZONING/SUBDIV APPLICATION  
  ZONING/SUBDIVISION  
CASH:  
  99        1105                    900.00  
  CASH -PLD  
-----

AMOUNT PAID:                    900.00

PAID BY:        PARVIN-CLAUSS SIGN C  
PAYMENT METH: CHECK  
                  163186

REFERENCE:

AMT TENDERED:        900.00  
AMT APPLIED:        900.00  
CHANGE:                .00





## Village of Oak Brook

1200 Oak Brook Road  
Oak Brook, IL 60523-2255  
Website  
[www.oak-brook.org](http://www.oak-brook.org)

Administration  
630.368.5000  
FAX 630.368.5045

Community  
Development  
630.368.5101  
FAX 630.368.5128

Engineering  
Department  
630.368.5130  
FAX 630.368.5128

Fire Department  
630.368.5200  
FAX 630.368.5250

Police Department  
630.368.8700  
FAX 630.368.8739

Public Works  
Department  
630.368.5270  
FAX 630.368.5295

### Oak Brook Public Library

600 Oak Brook Road  
Oak Brook, IL 60523-2200  
630.368.7700  
FAX 630.368.7704

### Oak Brook Sports Core

Bath & Tennis Club  
700 Oak Brook Road  
Oak Brook, IL 60523-4600  
630.368.6420  
FAX 630.368.6439

Golf Club  
2606 York Road  
Oak Brook, IL 60523-4602  
630.368.6400  
FAX 630.368.6419

## SIGN PERMIT APPLICATION

**COMPLETE AND RETURN THIS SHEET ALONG WITH A Completed GENERAL PERMIT APPLICATION and TWO SETS OF DETAILED DRAWINGS. DRAWINGS MUST BE IN COLOR.**  
(If the sign is for the Oakbrook Center or Oakbrook Center owned buildings, the drawings must have mall management stamp of approval prior to submittal. NOTE: Landlord/Management approval may be required by other strip malls within the Village, verify before applying for permit.)

Date: 12/22/22

Sign applicant/tenant name: Parvin-Clauss for Lions International

Sign is to be located at: 300 W 22nd St

Zoning District (circle one): ORA or ~~B~~

If building is located in ORA District - building size in square feet: 60,048

If building is located in B District - lineal feet in the length of the building wall facing the street: \_\_\_\_\_

ORA BUILDINGS LESS THAN 100,000 square feet ---

Gross surface area, in square feet, of ALL signs existing for each building on the lot: 112

ORA BUILDINGS MORE THAN 100,000 square feet ---

Gross floor area of each building on the lot: \_\_\_\_\_

Is there an existing ground sign on the property? (circle one) YES ~~NO~~

If yes, what is the total square footage of the existing sign/signs? 112

Does this application include a ground sign? (circle one) ~~YES~~ NO

**All ground sign applications must be accompanied by a plat of survey.**

Is the sign to be illuminated? (circle one) YES ~~NO~~

If yes, an electrical application must be completed and submitted.

Total square footage of ALL existing signage at this time: 112

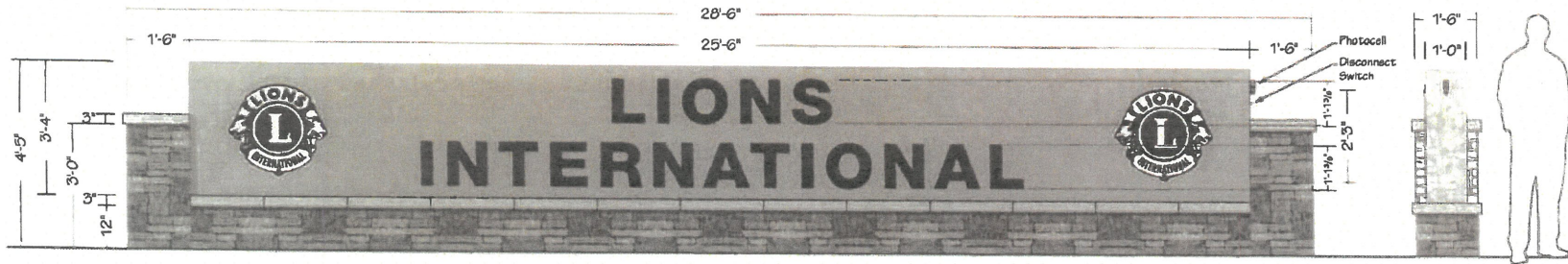
Sign Color (s) See attached

Total square footage of all proposed new signs: 120 X 2 = 240



# EXISTING GROUND SIGN

## OPTION A



### (1) 3'-4" x 25'-6" x 12" Single Face Illuminated Monument Sign

**Cabinet:** Fabricated Aluminum Painted MP 7425 Metro Gray  
- Suede Finish

**Face:** .125" thk. Aluminum Painted MP 7425 Metro Gray  
- Suede Finish

**Logo Graphics:** Routed & Push-thru White Acrylic w/  
3M 7725-022 Matte Black Vinyl Applied

**Letter Graphics:** Routed & Push-thru White Acrylic w/  
3M 7725-022 Matte Black Vinyl Applied  
- Font: Helvetica Neue 75 Bold

**Base & Columns:** CMU Block w/ Stone Veneer  
- Halquist Mesquite Blend  
- Weather Edge / Seam Face / Snapped Edge in 2" thick  
- 3" thk. Limestone Caps

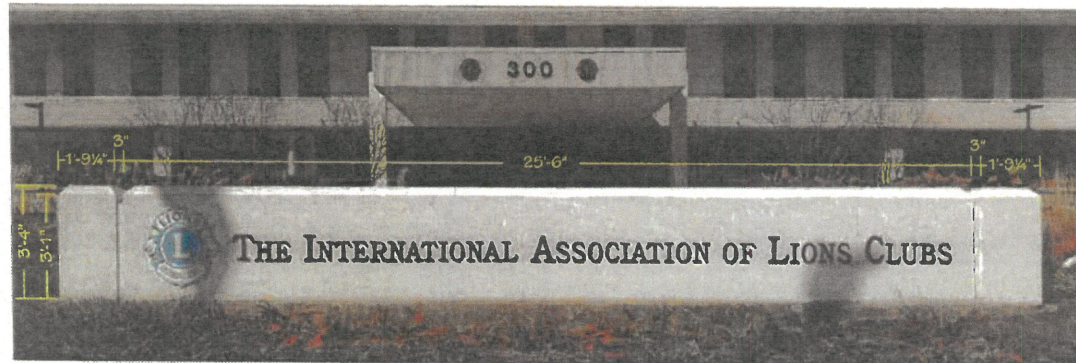
**Illumination:** White LEDs w/ 12V 60W 120/277V Power Supplies

**Power:** Connect to Existing Electrical Circuit Run to Site

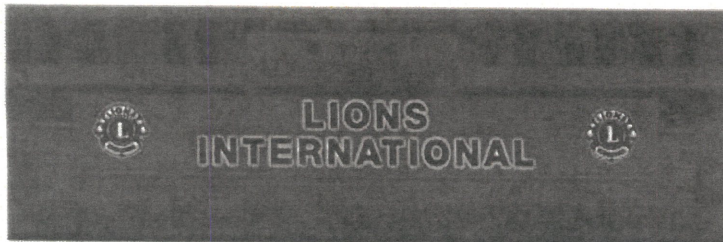
**Mounting:** Use Existing Steel & Foundation - T.B.D.

**NOTE: FIELD SURVEY REQUIRED PRIOR TO FABRICATION**

**OPTION: FAUX STONE BASE**



Existing



Simulated Night View



Proposed

## Parvin-Clauss SIGN COMPANY

Design • Fabrication • Installation • Maintenance

165 Tubeway Drive • Carol Stream, Illinois 60188  
Tel: 630-510-2020 • Fax: 630-510-2074  
e-mail: signs@parvinclauss.com  
www.parvinclauss.com

### PROJECT:



THE INTERNATIONAL  
ASSOCIATION OF LIONS CLUBS

300 W. 22nd Street  
Oak Brook, IL 60523

### CUSTOMER APPROVAL:

DATE

AUTHORIZED SIGNATURE

REPRESENTATIVE

Lisa Staszak / LS

DRAWN BY

Bill Marlow

DATE

3.18.21

SCALE

3/8" = 1'

SHEET NO.

1 of 2

ESTIMATE / JOB NUMBER

6982

FILE NAME

IALC6982

### REVISIONS:

1 4.14.21 - remove options / new layout

2 5.19.21 - remove options

3

4

5

6

7

8

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

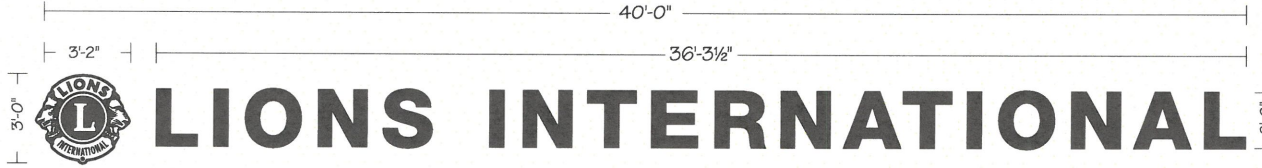


This sign is built to UL Standards for operation in North America.

\*This Document is owned by, and the information contained in it is proprietary to, Parvin-Clauss Sign Company. By receipt hereof the holder agrees not to use the information, disclose it to any third party, nor reproduce this document without the prior written consent of Parvin-Clauss Sign Company. Holder also agrees to immediately return this document upon request of Parvin-Clauss Sign Company.\*

© Copyright 2021 by Parvin-Clauss Sign Co.





**(2 sets) Face / Halo Illuminated Channel Logo & Halo Illuminated Channel Letters - 120 SF**

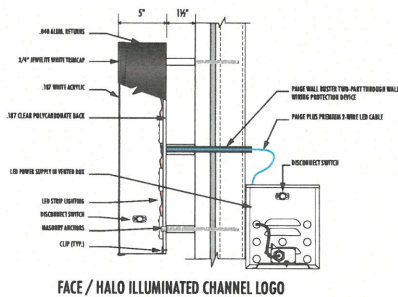
**Logo:** Fabricated Aluminum Prefinished Black  
**Face:** White Acrylic w/ Black Trmcap  
**Logo Graphics:** 3M 7725-12 Black Vinyl Graphics  
**Back:** White Polycarbonate

**Letters:** Fabricated Aluminum Painted Black  
**Backs:** White Polycarbonate  
**Illumination:** White LEDs w/ 12V 60W 120/277V Power Supplies  
**Power:** (1) 20Amp @ 120Volts Electrical Circuit Run to Site by Others  
**Mounting:** Stud Mounted w/ 1 1/2" Projection

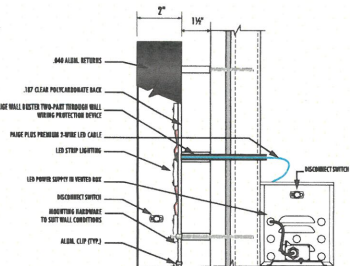
**NOTE: FIELD SURVEY REQUIRED PRIOR TO FABRICATION**



Simulated Night View



FACE / HALO ILLUMINATED CHANNEL LOGO



HALO ILLUMINATED CHANNEL LETTERS



**Parvin-Clauss**  
SIGN COMPANY

Design • Fabrication • Installation • Maintenance

165 Tubeway Drive • Carol Stream • Illinois 60188  
 Tel/630-510-2020 • Fax/630-510-2074  
 e-mail/signs@parvinclauss.com  
 www.parvinclauss.com

**PROJECT:**



**THE INTERNATIONAL**  
**ASSOCIATION OF LIONS CLUBS**

300 W. 22nd Street  
 Oak Brook, IL 60523

**CUSTOMER APPROVAL:**  
DATE

**AUTHORIZED SIGNATURE**

**REPRESENTATIVE**

Lisa Staszak / LS

**DRAWN BY**

Bill Marlow

**DATE**

11.28.22

**SCALE**

1/4" = 1'

**SHEET NO.**

1 of 1

**ESTIMATE / JOB NUMBER**

11166

**FILE NAME**

IALC11166

**REVISIONS:**

1 12.21.22 - remove options

2 12.27.22 - disconnect switches

3

4

5

6

7

8

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.



This sign is built to UL Standards for operation in North America.

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INTERNATIONAL ASSOCIATION OF  
LIONS CLUBS  
300 TWENTY - SECOND STREET  
OAK BROOK, ILL. 60070





# **SURVEY PREPARED FOR**

LIONS CLUB INTERNATIONAL  
300 WEST 22ND STREET  
OAKBROOK, IL 60148

## **TOPOGRAPHIC SURVEY**

CURRENT P.I.N.:  
06-24-403-007

### **LEGEND**

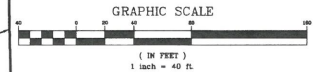
|   |                                      |
|---|--------------------------------------|
| — | EX. PROPERTY LINE                    |
| — | EX. CONCRETE CURB & GUTTER           |
| — | EX. EDGE OF PAVEMENT                 |
| — | EX. STORM LINE                       |
| — | EX. SANITARY LINE                    |
| — | EX. WATERMAIN LINE                   |
| — | EX. WATER LINE                       |
| — | EX. 1' FOOT CONTOURS                 |
| — | FOUND IRON PIPE OR ROD               |
| — | EX. STORM DRAIN                      |
| — | EX. STORM MANHOLE (MH)               |
| — | EX. STORM CATCH BASIN (CB)           |
| — | EX. STORM MULET (ML)                 |
| — | EX. SANITARY MANHOLE (SMH)           |
| — | EX. FIRE HYDRANT/AUX. VALVE          |
| — | EX. FIRE SIGNAL/ALARM BOX            |
| — | EX. VALVE BOX                        |
| — | EX. VALVE VAULT (V.V.)               |
| — | EX. IRRIGATION CONTROL BOX           |
| — | EX. ELECTRICAL OUTLET                |
| — | EX. TELEPHONE PEDESTAL               |
| — | EX. TELEPHONE MANHOLE                |
| — | EX. PULL BOX                         |
| — | EX. FIBER OPTIC LINE MANHOLE         |
| — | EX. LIGHT STANDARD                   |
| — | EX. STREET LIGHT                     |
| — | EX. GROUND LIGHT                     |
| — | EX. SIGN                             |
| — | EX. BOLLARD                          |
| — | EX. FLAG POLE                        |
| — | EX. SPOT ELEVATION                   |
| — | EX. CONTOUR TREE WITH HEIGHT IN FEET |
| — | EX. CONTOUR TREE WITH HEIGHT IN FEET |
| — | EX. SPOT ELEVATION                   |
| — | EX. SPOT ELEVATION                   |
| — | EX. CONCRETE                         |
| — | EX. BUILDING                         |

### **ABBREVIATIONS**

|          |                          |
|----------|--------------------------|
| XXX.XX   | MEASURED INFORMATION     |
| (XXX.XX) | RECORD INFORMATION       |
| VCP      | VITREOUS CLAY PIPE       |
| RCP      | REINFORCED CONCRETE PIPE |
| DIP      | DUCTILE IRON PIPE        |
| PVC      | POLYVINYL CHLORIDE       |
| CONC.    | CONCRETE                 |
| ASPH.    | ASPHALTE                 |
| C&G      | CURB AND GUTTER          |
| U.T.O.   | UNABLE TO OPEN           |

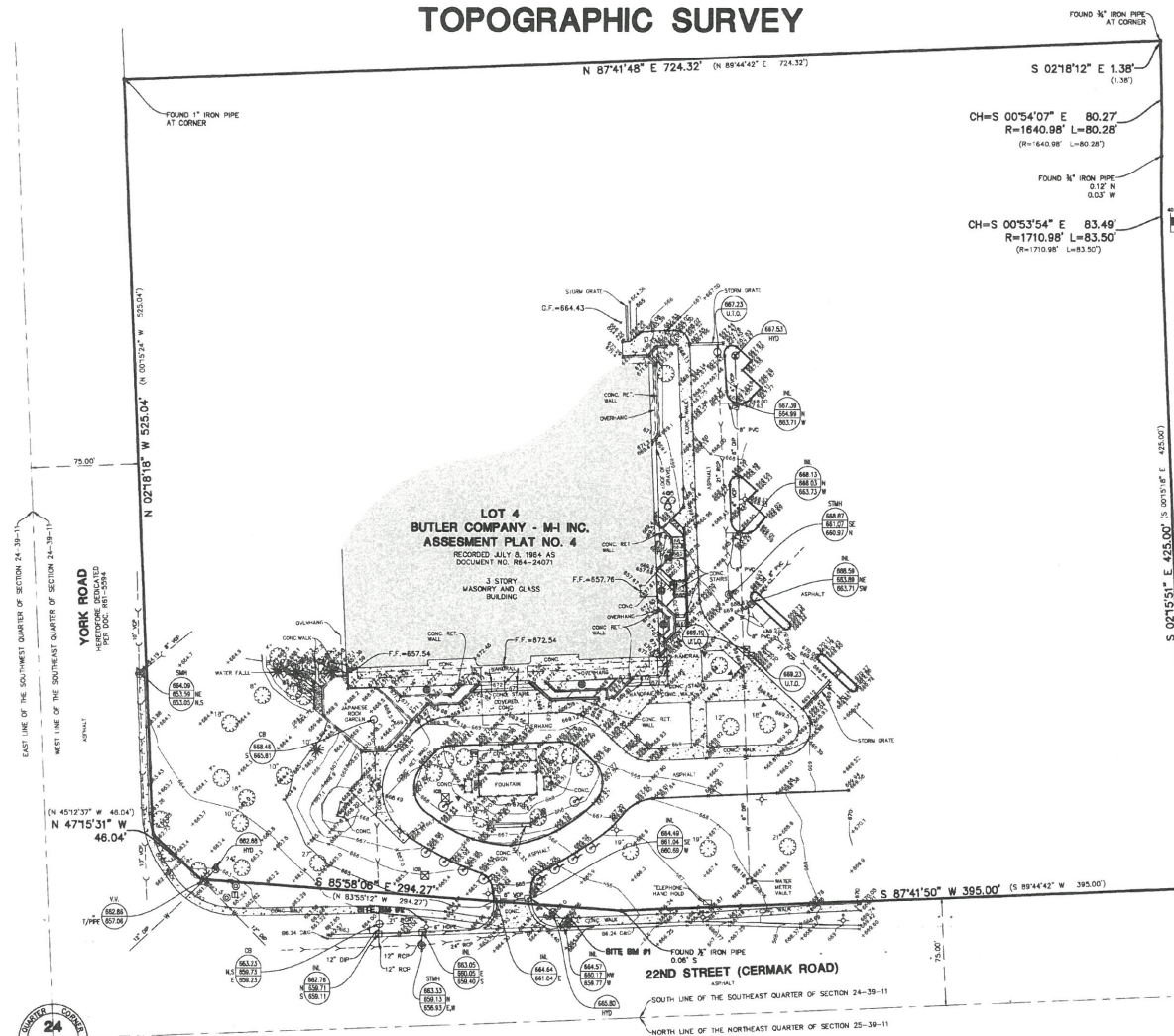
### **GENERAL NOTES:**

1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.
2. COMPARE THIS PLAT, BENCHMARKS AND ALL SURVEY MONUMENTS BEFORE BUILDING AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.
3. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT, EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT. LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD HAVE NOT BEEN SHOWN.
4. ONLY THE IMPROVEMENTS WHICH WERE VISIBLE FROM ABOVE GROUND AT THE TIME OF SURVEY AND THROUGH A NORMAL SEARCH AND WALK THROUGH OF THE SITE ARE SHOWN ON THE FACE OF THIS PLAT. LAWN SPRINKLER SYSTEMS, IF ANY, ARE NOT SHOWN ON THIS SURVEY.
5. THIS SURVEY MAY NOT REFLECT ALL UTILITIES, OR IMPROVEMENTS, IF SUCH ITEMS ARE HIDDEN BY LANDSCAPING, COVERED BY LEAVES, WATER, OTHER OBSTRUCTIONS, OR SNOW AT THE TIME OF SURVEY.
6. UNDERGROUND UTILITIES INCLUDING, BUT NOT LIMITED TO, STORM AND SANITARY SEWERS, WATER MAINS, TELEPHONE AND ELECTRIC CABLES OR CONDUITS, GAS MAINS AND ALL SERVICE LINES SHOWN HEREON ARE BASED ON THE FOLLOWING ACTUAL OBSERVED LOCATION AT AN OPEN MANHOLE OR LOCATION MARKERS FOUND IN FIELD.
7. OTHER THAN VISIBLE OBSERVATIONS NOTED HEREON, THIS SURVEY MAKES NO STATEMENT REGARDING THE ACTUAL PRESENCE OR ABSENCE OF ANY SERVICE OR UTILITY LINES. CONTINGUOUS UNDERGROUND UTILITY TOGETHER WITH ALL LULLS, MARKINGS IS RECOMMENDED TO DETERMINE THE FULL EXTENT OF UNDERGROUND SERVICE AND UTILITY LINES. CONTACT JULLIE, AT 1-800-892-0723.
8. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A TOPOGRAPHIC SURVEY. MANHARD CONSULTING, LTD. IS A PROFESSIONAL DESIGN FIRM, REGISTRATION NUMBER 184603360, EXPIRES APRIL 30, 2017.



### **BASIS OF BEARINGS**

BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM OF THIS EAST ZONE, ADJUSTED TO GROUND WALKS, AS ESTABLISHED BY REAL TIME KINEMATIC (RTK) GPS METHODS

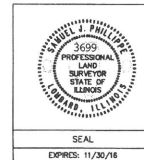


### **BENCHMARKS**

SOURCE BENCHMARK:  
DUPAGE COUNTY MONUMENT DK3132, LOCATED AT THE SOUTHEAST CORNER OF A HEADWALL FOR THE BRIDGE FOR ILLINOIS ROUTE 83 OVER INTERSTATE 88. STATION IS 44.0 FEET NORTHWEST OF AN MC VAULT, 120.0 NORTH OF A SIGN FOR INTERSTATE 88 WEST, AND 53.0 FEET NORTH OF AN OLD SIGN POST. MONUMENT IS 3.0 FEET ABOVE PAVED SURFACE. ELEVATION=703.74 NAVD88

SITE BENCHMARK (BM) #1:  
CHISELED SQUARE ON WEST SIDE OF LIGHT POLE BASE EAST OF THE LIONS CLUB ENTRANCE ON 22ND STREET. ELEVATION=655.26 NAVD88

SITE BENCHMARK (BM) #2:  
CHISELED SQUARE ON NORTH SIDE OF LIGHT POLE BASE WEST OF THE LIONS CLUB ENTRANCE ON 22ND STREET. ELEVATION=664.37 NAVD88



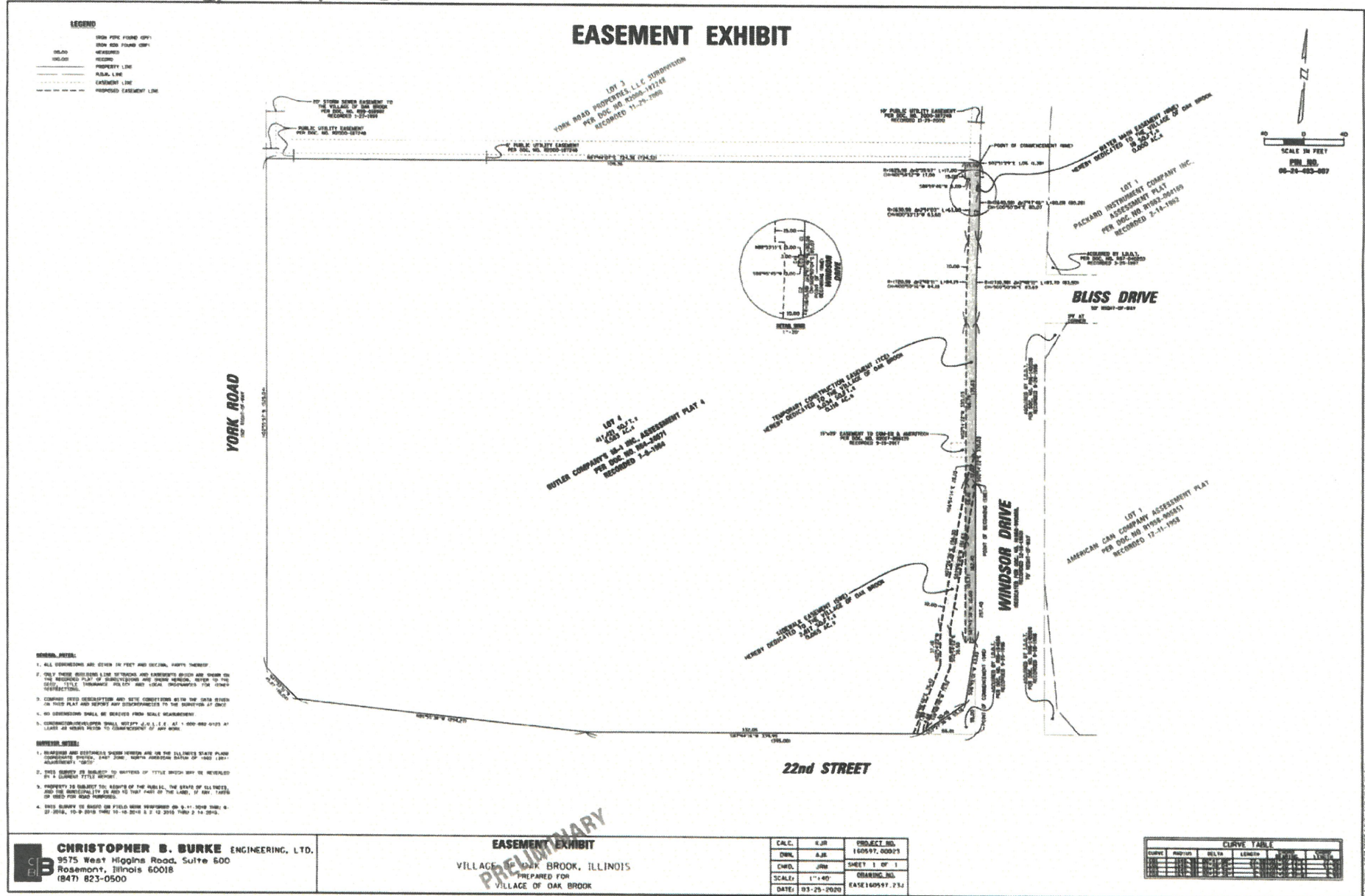
TOPOGRAPHIC FIELD WORK COMPLETED: OCTOBER 20, 2015

**Manhard CONSULTING LTD.**  
300 WEST 22ND STREET  
OAKBROOK, ILLINOIS 60148  
630-584-1100  
Fax: 630-584-1101  
www.manhardconsulting.com  
Civil Engineers • Surveyors • Water Resources Engineers • Utility & Watermain Engineers  
Construction Managers • Environmental Scientists • Landscape Architects • Planners

300 WEST 22ND STREET  
OAKBROOK, ILLINOIS  
BOUNDARY AND TOPOGRAPHIC SURVEY

SHEET  
1 OF 1  
L.C.08101

300 - 22<sup>ND</sup> Street





**ITEM 12.A.1.**

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

**AGENDA ITEM**

Board of Trustees Regular Meeting  
of  
January 23, 2024

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**SUBJECT:** A Resolution Approving and Authorizing the Fire Union Contract

**FROM:** Joseph Mitchell, Assistant Village Manager

**BUDGET SOURCE/BUDGET IMPACT:** See Below

**RECOMMENDED MOTION:** I move that the Village Board approve Resolution 2024-FD-CNTCT-R-2174, Authorizing the Village President to sign and the Village Clerk to attest to a successor agreement between the Village of Oak Brook and the International Association of Firefighters Local #4646.

**Background/History:**

Since May of 2023 the Village has been in negotiations with the Firefighters Local #4646 on a successor contract. The Village's Bargaining Team completed the negotiations with the Firefighters union and have obtained a tentative agreement. The Fire Union voted to unanimously ratify the agreement on Monday, January 8, 2024. Highlights of the changes to be included in the proposed contract are included in the Village Board's Executive Session for review and discussion, prior to adoption.

**Recommendation:**

Staff recommends that the Village Board approve Resolution 22024-FD-CNTCT-R-2174, Authorizing the Village President to sign and the Village Clerk to attest to a successor agreement between the Village of Oak Brook and the International Association of Fire Fighters Local #4646.

**Attachments:**

1. Resolution Approve Collective Bargaining Agreement

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THE VILLAGE OF OAK BROOK  
COOK AND DUPAGE COUNTIES, ILLINOIS

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RESOLUTION  
NUMBER 2024-FD-CNTCT-R-2174

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A RESOLUTION  
APPROVING AND AUTHORIZING THE EXECUTION OF A  
COLLECTIVE BARGAINING AGREEMENT BETWEEN THE  
VILLAGE OF OAK BROOK AND THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS, LOCAL 4646

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

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

Village Board

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Published in pamphlet form by authority of the  
President and the Board of Trustees of the Village of Oak Brook  
on this the 23<sup>rd</sup> day of January 2024

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RESOLUTION NO. 2024-FD-CNTCT-R-2174  
A RESOLUTION  
APPROVING AND AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING  
AGREEMENT BETWEEN THE VILLAGE OF OAK BROOK AND THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS, LOCAL 4646

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, pursuant to the Illinois Municipal Code the Village is authorized to enter into collective bargaining agreements;

WHEREAS, the Village President and Board of Trustees (collectively the "Corporate Authorities") recognize that representatives of the International Association of Firefighters, Local 4646 (the "Union") have been participating in good faith bargaining and negotiations to reach an appropriate labor agreement between the Village and the Union;

WHEREAS, the Village and the Union have completed negotiations and have reached a tentative agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, pending approval and ratification of the Corporate Authorities; and

WHEREAS, the Corporate Authorities have determined it to be in the best interests of the Village to enter into the collective bargaining Agreement for the foregoing reasons.

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 President 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.

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 23<sup>rd</sup> day of January 2024.

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

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

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

APPROVED THIS 23<sup>rd</sup> day of January 2024.

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

ATTEST:

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

EXHIBIT A

[Agreement]