



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, December 10, 2024
7:00 PM

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

1. CALL TO ORDER

2. ROLL CALL

3. PRESIDENT’S OPENING COMMENTS

4. PUBLIC HEARING – PROPOSED 2025 BUDGET

The Village President and Board of Trustees will conduct a public hearing on the proposed budget for the Village of Oak Brook for the twelve-month calendar year commencing January 1, 2025 and ending December 31, 2025. The Village welcomes your comments at the December 10, 2024 meeting on the Proposed 2025 Municipal Budget.

5. PUBLIC COMMENTS

6. APPROVAL OF MINUTES

- A. Special Board of Trustees Meeting Minutes of October 1, 2024
- B. Regular Board of Trustees Meeting Minutes of October 08, 2024
- C. Regular Board of Trustees Meeting Minutes of October 22, 2024
- D. Special Board of Trustees Meeting Minutes of October 29, 2024
- E. Regular Board of Trustees Meeting Minutes of November 12, 2024
- F. Regular Executive Meeting Minutes of October 8, 2024

7. 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: November 20, 2024 - \$1,359,054.17
December 4, 2024 - \$980,813.00

1. LEGAL SERVICES:

- a) Lamp Law LLC - Legal Services - October 2024 - \$3,333.33 (FY24 YTD
- \$33,333.30)

- b) Clark, Baird, Smith LLP- Legal Services - October 2024 - \$838.50 (FY24 YTD - \$12,250.50)
- c) Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. - Legal Services - October 2024 - \$38,134.93 (FY24 YTD - \$245,548.08)

TOTAL LEGAL BUDGET FOR 2024 IS \$342,284.00

TOTAL LEGAL BILLS PAID FOR 2024 - YTD - \$293,959.68

- 2. StarChase LLC - Vehicle Launcher System - \$40,000.00
- 3. DuPage Convention & Visitor Bureau - 3rd Quarter of 2024 - 25% of 1% Hotel Tax - \$40,777.31
- 4. Enterprise FM Trust - Vehicle Lease for November 2024 - \$43,148.70
- 5. MacQueen - Repair and Preventative Maintenance Unit L94 - \$33,118.00
- 6. Mauro Sewer Construction, Inc. - Oak Brook Briarwood Lakes Water Main Improvements - \$405,958.77
- 7. DuPage Water Commission - October 2024 - \$479,746.08
- 8. BLA, Inc. - Woodside & Forest Glen Watermain Improvement Project - \$39,296.12
- 9. EZA Engineering PLLC - Professional Engineering Services – November 2024 - \$22,631.60
- 10. PNC Equipment Finance - Fire Equipment Lease Payment - \$302,058.48
- 11. Dahme Mechanical Industries - Replace Public Works Garage Heaters - \$40,450.00
- 12. Tyler Technologies, Inc. - Munis Software Maintenance & Support - \$89,410.56
- 13. BCBSIL - Health Care Services - December 2024 - \$228,584.58
- 14. Intergovernmental Risk Management Agency – October 2024 Deductible - \$33,744.03
- B. Approval of Payroll Paydate: November 14, 2024 - \$931,312.44
November 27, 2024 - \$916,029.04 Herman/Martin
- C. Village of Oak Brook – Monthly Financial Reports - November 2024
- D. Development Services Referrals
 - 1. Referral of TM Real Estate Holdings LLC- Amendment to a Planned Development and Subdivision for Pad "G" and Subdivision (1050 22nd Street) of Oak Brook Commons Manzo/Tiesenga
- E. Ordinances & Resolutions
 - 1. ORDINANCE S-1711 - Map Amendment - 2222 35th Street - Midwest Club Homeowners Association Manzo/Tiesenga

8. ITEMS REMOVED FROM CONSENT AGENDA

9. ACTIVE BUSINESS

A. Ordinances & Resolutions

- | | |
|---|----------------|
| 1. ORDINANCE G-1262, An Ordinance Amending Chapter 5 of Title 8 of the Village Code of the Village of Oak Brook, Illinois Relating to Water Charges | Herman/Martin |
| 2. ORDINANCE G-1263, An Ordinance Amending Title 7 (Motor Vehicles and Traffic) Chapter 1 (Traffic Code) of the Village of Oak Brook Code of Ordinances | Herman/Martin |
| 3. ORDINANCE G-1264, An Ordinance Amending Title 7 (Motor Vehicles And Traffic) Chapter 2 (Traffic Schedules) Schedule VII (Parking Prohibited on Certain Streets) of the Village of Oak Brook Code of Ordinances | Manzo/Reddy |
| 4. ORDINANCE G-1265, An Ordinance Revising the Fire Plan Review Fees By Amending Chapter 4 (Fees and Bonds) of Title 10 (Building Regulations) of the Village Code of the Village of Oak Brook | Jain/Nagle |
| 5. ORDINANCE G-1266, An Ordinance Amending Title 10 (Building Regulations) Chapter 4 (Fees And Bonds) of the Village Of Oak Brook Code of Ordinances | Manzo/Tiesenga |
| 6. ORDINANCE S-1712, An Ordinance Authorizing Amendments and Transfers Among Budget Line Items the Village of Oak Brook, Illinois | Herman/Martin |
| 7. ORDINANCE S-1713, An Ordinance Adopting The Budget of the Village of Oak Brook for 2025 | Herman/Martin |
| 8. ORDINANCE S-1714, An Ordinance Approving the 2025 Classification, Salary and Salary Administration Policy | Herman/Martin |
| 9. ORDINANCE S-1715, An Ordinance Granting Variation from Provisions of Section 13-3-17.B.2 of Title 13 ("Zoning Regulations") of the Village Code of the Village of Oak Brook Relative to the Permitted Fence Height for the Property Located At 19 Mockingbird Lane in the Village of Oak Brook, Illinois | Manzo/Tiesenga |
| 10. ORDINANCE S-1716, An Ordinance Amending Ordinance No. S-1392, S-1529, and S-1605, and Approving a Certificate of Appropriateness for the Property Located At 3824 York Road in the Village of Oak Brook, Illinois | Manzo/Tiesenga |
| 11. ORDINANCE S-1717, 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 |
| 12. RESOLUTION R-2250, A Resolution Approving and Authorizing the Purchase of Two License Plate Recognition Cameras and Two Overwatch Cameras for Hunter Trails Homeowner Association and the Execution of Related Database and Maintenance Agreements | Manzo/Reddy |
| 13. RESOLUTION R-2251, A Resolution Approving and Authorizing the Execution of a Purchase Order to OpenGov, Inc. for the Purchase of OpenGov Electronic Procurement Software Suite | Jain/Tiesenga |

14. RESOLUTION R-2252, A Resolution Approving and Authorizing the Execution of a Purchase Order to OpenGov, Inc. for the Purchase of OpenGov Asset Management Materials Jain/Tiesenga
15. RESOLUTION R-2253, A Resolution Approving and Authorizing the Execution of a Purchase Order to Currie Motors Ford, of Frankfort, Illinois for the Purchase of Two 2025 Ford Escape AWD Vehicles for the Public Works Department Jain/Tiesenga
16. RESOLUTION R-2254, A Resolution Approving and Authorizing the Execution of an Agreement for Elevator Inspection and Plan Review Services with Elevator Inspection Services Company, LLC Manzo/Tiesenga
17. RESOLUTION R-2255, A Resolution Approving and Authorizing the Execution of a Purchase Order to Current Technologies for the Purchase and Installation of San Storage Array Jain/Martin
18. RESOLUTION R-2256, A Resolution Approving and Authorizing the Execution of an Agreement with Johnson Controls Security Solutions for Alarm Monitoring Services Jain/Martin

10. BOARD UPDATES

11. ADJOURN TO CLOSED SESSION

For the Purpose of Discussing (1) Minutes of Meetings Lawfully Closed Under This Act, (2) to consider litigation probable or imminent or pending against, affecting, or on behalf of the Village, (3) to consider the employment, compensation, discipline, performance, dismissal of a specific employee or employees of the Village Pursuant to Sections 2(C)(21), 2(C)(11) and 2(C)(1) Of the Illinois Open Meetings Act Respectively

12. ADJOURNMENT

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



OAK BROOK
Illinois

ITEM 6.F.

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
December 10, 2024

SUBJECT: Approval of Closed Meeting Minutes

FROM: Netasha Scarpiniti, Clerk

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: Motion to Approve the Regular Executive Meeting Minutes of October 8, 2024

Background/History:

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

At this time the Executive Minutes of October 8, 2024, are ready to be approved as written on December 10, 2024 but are not ready to be released to the Public.

Recommendation:

That the Board approves the Regular Executive Meeting Minutes of October 8, 2024

Attachments:

None

Approval for Payroll Paydate: 11/14/24

Total Gross Payroll	\$	645,172.68
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Employee Deductions:

Illinois Municipal Retirement Fund	\$	13,669.30
Police Pension Fund	\$	18,436.80
Fire Pension Fund	\$	12,956.40
Federal Tax Withholding	\$	69,074.33
State Tax Withholding	\$	27,251.67
Social Security and Medicare	\$	25,043.51
ICMA/NACO/457	\$	27,140.89
Court Orders	\$	530.00
Insurance Contributions	\$	22,244.27
Aflac Contributions	\$	1,142.57
Mo Voi Life	\$	402.46
Police Union Dues	\$	1,782.00
Fire Union Dues	\$	1,398.19
Public Works Union Dues	\$	1,152.37
125-Medical/Dependent Care	\$	3,548.34

Total Employee Deductions		225,773.10
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Net Payroll	\$	419,399.58
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Village Expenses:

Police Pension	\$	77,114.70
Fire Pension	\$	75,984.85
IMRF Pension	\$	19,034.43
Insurance Contributions	\$	88,962.27
Social Security and Medicare	\$	25,043.51

Total Village Expenses		286,139.76
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Total Payroll (Gross Payroll plus Village Expenses)	\$	931,312.44
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Payroll Date: 11/14/24

Employee Deductions		Pension	Salary by Pension	Percent of
		Deduction	Plan	Pensionable Salary**
	Police	\$ 18,436.80	\$ 186,042.66	9.910%
	Fire	12,956.40	137,033.08	9.455%
	IMRF	9,879.47	232,768.06	4.244%
	Non-Pensionable	-		0.000%
			<u>\$ 555,843.80</u>	

Village Payment into Pensions		Village	Percent of Payroll*	Percent "Match" of what Employee Contributes
		Contribution		
	Police	\$ 77,114.70	41.45%	418.3%
	Fire	75,984.85	55.45%	586.5%
	IMRF	19,034.43	8.67%	204.3%
		<u>\$ 172,133.98</u>		

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

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

Approval for Payroll Paydate: 11/27/24

Total Gross Payroll	\$	632,576.30
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Employee Deductions:

Illinois Municipal Retirement Fund	\$	13,500.71
Police Pension Fund	\$	18,793.02
Fire Pension Fund	\$	12,807.61
Federal Tax Withholding	\$	68,891.62
State Tax Withholding	\$	26,591.39
Social Security and Medicare	\$	23,619.17
ICMA/NACO/457	\$	26,709.98
Court Orders	\$	530.00
Insurance Contributions	\$	21,552.54
Aflac Contributions	\$	1,142.57
Mo Voi Life	\$	402.46
Police Union Dues	\$	-
Fire Union Dues	\$	1,398.19
Public Works Union Dues	\$	1,152.37
125-Medical/Dependent Care	\$	3,548.34

Total Employee Deductions		220,639.97
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Net Payroll	\$	411,936.33
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Village Expenses:

Police Pension	\$	78,604.71
Fire Pension	\$	75,112.25
IMRF Pension	\$	18,631.23
Insurance Contributions	\$	87,485.38
Social Security and Medicare	\$	23,619.17

Total Village Expenses		283,452.74
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Total Payroll (Gross Payroll plus Village Expenses)	\$	916,029.04
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Payroll Date: 11/27/24

Employee Deductions		Pension	Salary by Pension	Percent of
		Deduction	Plan	Pensionable Salary**
	Police	\$ 18,793.02	\$ 189,637.48	9.910%
	Fire	12,807.61	135,459.43	9.455%
	IMRF	9,670.20	228,117.56	4.239%
	Non-Pensionable	-		0.000%
			<u>\$ 553,214.47</u>	

Village Payment into Pensions		Village	Percent of Payroll*	Percent "Match" of what Employee Contributes
		Contribution		
	Police	\$ 78,604.71	41.45%	418.3%
	Fire	75,112.25	55.45%	586.5%
	IMRF	18,631.23	8.67%	204.5%
		<u>\$ 172,348.19</u>		

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

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



VILLAGE OF OAK BROOK

MONTHLY FINANCIAL REPORTS

NOVEMBER 2024



Executive Summary on Village Funds

Through November 30, 2024

	YTD		YTD		YTD	Estimated
	Revenues		Expenditures		Net Fund Increase (Decrease)	YTD Ending Fund Balance (Deficit)
<u>Governmental Funds</u>						
General Fund (Major Fund) <i>Main operating fund of the Village.</i>	\$	30,061,556	\$	26,045,228	\$ 4,016,328	\$ 46,641,717
Hotel Fund (Major Fund) <i>Collects and spends resources from the 3% hotel/motel tax.</i>	\$	1,723,669	\$	317,814	\$ 1,405,855	\$ 5,177,053
Motor Fuel Tax Fund <i>Collects and spends resources from the State motor fuel tax.</i>	\$	388,799	\$	89,327	\$ 299,472	\$ 2,321,574
Infrastructure Fund (Major Fund) <i>Accounts for construction and maintenance of roadways, drainage, and safety path systems.</i>	\$	7,764,892	\$	1,578,978	\$ 6,185,915	\$ 20,610,422
<u>Enterprise Funds</u>						
Water Fund (Major Fund) <i>Collects user fees for the distribution of water and maintenance of infrastructure.</i>	\$	12,829,975	\$	10,789,836	\$ 2,040,139	\$ 23,958,781
Sports Core Fund (Major Fund) <i>Accounts for revenues and expenses relating to administration, programs, food and beverage operations, and golf course.</i>	\$	4,937,275	\$	4,526,416	\$ 410,859	\$ 3,314,747
<u>Internal Service Funds</u>						
Insurance Fund <i>Accounts for the Village's health insurance costs and the related contributions from the Village, employees, retirees, and other agencies.</i>	\$	2,659,398	\$	2,803,424	\$ (144,026)	\$ 421,417
Garage Fund <i>Accounts for the maintenance of the Village's vehicle fleet and the related departmental reimbursements.</i>	\$	682,894	\$	531,387	\$ 151,507	\$ 497,982
Equipment Replacement Fund <i>Accounts for the replacement of the Village's vehicle fleet and the related departmental contributions.</i>	\$	1,282,587	\$	782,718	\$ 499,869	\$ 3,547,826
					\$ 14,865,917	

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

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

	11/30/23	11/30/24	11/30/24	11/30/24	2024	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Prior
	Actual	Actual	Amended	Amended	Budget	Year
			Budget	Budget		
<u>OPERATING REVENUES</u>						
Sales Tax	\$ 16,236,309	16,346,667	\$ 15,121,887	108.1%	\$ 16,496,604	\$ 110,358
State Income Tax	1,229,048	1,314,753	1,201,750	109.4%	1,311,000	85,706
Replacement Tax	833,637	500,101	688,430	72.6%	751,015	(333,537)
Road & Bridge Tax	28,210	39,750	32,083	123.9%	35,000	11,540
Local Use Tax	296,996	279,251	308,000	90.7%	336,000	(17,745)
Cannabis Use Tax	11,362	12,009	12,082	99.4%	13,180	647
Grants	596,068	310,940	151,857	204.8%	165,662	(285,128)
Utility/Telecom. Tax	4,450,352	2,777,215	4,216,667	65.9%	4,600,000	(1,673,138)
Licenses and Permits	3,825,714	2,035,313	2,060,493	98.8%	2,247,810	(1,790,401)
Charges for Services	3,384,398	3,230,833	1,993,429	162.1%	2,174,650	(153,564)
Investment Interest	1,059,863	1,538,193	412,500	372.9%	450,000	478,330
Miscellaneous Income	980,511	873,587	839,731	104.0%	916,070	(106,924)
Total Operating Revenues	\$ 32,932,468	\$ 29,258,611	\$ 27,038,909	108.2%	\$ 29,496,991	\$ (3,673,857)
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 20,936,945	\$ 19,915,054	\$ 20,684,779	96.3%	\$ 22,565,214	\$ (1,021,891)
Materials and Supplies	526,655	503,092	606,462	83.0%	661,594	\$ (23,563)
Operation and Contract	4,498,349	5,237,950	5,797,287	90.4%	6,324,313	\$ 739,601
Other Expenditures	8,517	8,473	9,075	93.4%	9,900	\$ (45)
Capital Outlay	887,443	380,658	607,848	62.6%	663,107	\$ (506,785)
Total Operating Expenditures	\$ 26,857,910	\$ 26,045,228	\$ 27,705,451	94.0%	\$ 30,224,129	\$ (812,682)
<u>SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES</u>						
	\$ 6,074,558	\$ 3,213,383	\$ (666,542)	-482.1%	\$ (727,137)	\$ (2,861,175)
<u>INTERFUND TRANSACTIONS</u>						
Transfers In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Transfers Out	1,500,000			N/A		(1,500,000)
Reimbursements From Other Funds	716,572	802,945	802,943	100.0%	875,938	86,373
Reimbursements To Other Funds	-	-	91,667	0.0%	100,000	-
Sports Core Loan				N/A	-	-
Total Interfund Transactions	\$ 2,216,572	\$ 802,945	\$ 894,610	89.8%	\$ 975,938	\$ (1,413,627)
NET FUND INCREASE (DECREASE)	\$ 8,291,131	\$ 4,016,328	\$ 228,067		\$ 248,801	\$ (4,274,802)

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

	11/30/23	11/30/24	11/30/24	11/30/24	2024	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Difference
	Actual	Actual	Amended	Amended	Budget	Prior
			Budget	Budget		Year
<u>OPERATING REVENUES</u>						
Hotel Tax	\$ 1,434,673	\$ 1,559,052	\$ 1,329,167	117.3%	\$ 1,450,000	\$ 124,378
Investment Interest	84,606	162,618	22,917	709.6%	25,000	78,012
Loan Interest	4,000	2,000	1,833	109.1%	2,000	(2,000)
Miscellaneous	-	-	-	-	-	-
Total Operating Revenues	\$ 1,523,279	\$ 1,723,669	\$ 1,353,917	127.3%	\$ 1,477,000	\$ 200,390
<u>EXPENDITURES</u>						
Personnel	\$ -	\$ 54,865	\$ 14,928	367.5%	\$ -	\$ 54,865
Operation and Contract	336,839	33,780	646,291	5.2%	705,045	(303,059)
Capital Outlay	-	5,583	252,083	2.2%	275,000	5,583
Total Expenditures	\$ 336,839	\$ 94,228	\$ 913,303	10.3%	\$ 980,045	\$ (242,611)
<u>SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES</u>						
	\$ 1,186,440	\$ 1,629,441	\$ 455,542	357.7%	\$ 496,955	\$ 443,001
<u>INTERFUND TRANSACTIONS</u>						
Transfer Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Reimbursements to Other Funds	(320,363)	(223,586)	(223,589)	100.0%	(243,915)	96,777
Total Interfund Transactions	\$ (320,363)	\$ (223,586)	\$ (223,589)	100.0%	\$ (243,915)	\$ 96,777
<u>NET FUND INCREASE (DECREASE)</u>						
	\$ 866,077	\$ 1,405,855	\$ 231,953		\$ 253,040	\$ 539,778

Note - Expenditures are recorded in program 171.

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

	11/30/23 YTD Actual	11/30/24 YTD Actual	11/30/24 YTD Amended Budget	11/30/24 % of YTD Amended Budget	2024 Adopted Budget	Difference Prior Year
<u>OPERATING REVENUES</u>						
Non-Home Rule Sales Tax	\$ 6,882,295	\$ 7,044,848	\$ 6,144,417	114.7%	\$ 6,703,000	\$ 162,553
Charges for Services	-	-	-	N/A	-	\$ -
Investment Interest	289,628	717,249	114,583	626.0%	125,000	427,621
Grants	-	-	-	N/A	-	-
Miscellaneous	2,383	2,795	21,083	13.3%	23,000	412
Total Operating Revenues	\$ 7,174,307	\$ 7,764,892	\$ 6,280,083	123.6%	\$ 6,851,000	\$ 590,586
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 44,746	\$ 17,851	\$ -	N/A	\$ -	\$ (26,894)
Materials and Supplies	159,422	18,433	42,625	43.2%	46,500	(140,989)
Operation and Contract	893,039	1,114,770	1,597,721	69.8%	1,742,968	221,731
Other Expenditures	-	-	311,574	0.0%	339,899	-
Capital Outlay	1,839,421	398,586	3,101,794	12.9%	3,383,775	(1,440,835)
Total Operating Expenditures	\$ 2,936,628	\$ 1,549,641	\$ 5,053,714	30.7%	\$ 5,513,142	\$ (1,386,987)
SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES	\$ 4,237,679	\$ 6,215,252	\$ 1,226,370	506.8%	\$ 1,337,858	\$ 1,977,573
<u>INTERFUND TRANSACTIONS</u>						
Transfers In	\$ 1,000,000	\$ -	\$ -	N/A	\$ -	\$ (1,000,000)
Reimbursements From Other Funds	199,430	-	-	N/A	-	(199,430)
Reimbursements To Other Funds	(311,575)	(29,337)	-	N/A	-	282,238
Total Interfund Transactions	\$ 887,855	\$ (29,337)	\$ -	N/A	\$ -	\$ (917,192)
NET FUND INCREASE (DECREASE)	\$ 5,125,534	\$ 6,185,915	\$ 1,226,370		\$ 1,337,858	\$ 1,060,380

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

	11/30/23	11/30/24	11/30/24	11/30/24	2024	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Difference
	Actual	Actual	Amended	Amended	Budget	Prior
			Budget	Budget		Year
<u>OPERATING REVENUES</u>						
Plan Review Fees	\$ 1,725	\$ 1,727	\$ 481	358.8%	\$ 525	\$ 2
Building/Inspection Fees	1,350	-	1,833	0.0%	2,000	(1,350)
Water Sales	9,337,429	10,268,101	9,826,667	104.5%	10,720,000	930,671
Unmetered Sales	44,111	57,870	59,583	97.1%	65,000	13,760
Water Connection Fees	153,640	74,980	128,333	58.4%	140,000	(78,660)
Fire Service Charge	-	-	-	N/A	-	-
Meter Charges	17,828	13,330	15,858	84.1%	17,300	(4,498)
Special Services	39,627	30,108	9,167	328.5%	10,000	(9,519)
Investment Interest	897,055	1,176,344	320,833	366.7%	350,000	279,289
Grants	-	1,090,855	-	N/A	-	1,090,855
Miscellaneous	107,848	116,660	1,053,919	11.1%	1,149,730	8,812
Total Operating Revenues	\$ 10,600,614	\$ 12,829,975	\$ 11,416,675	112.4%	\$ 12,454,555	\$ 2,229,361
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 636,100	\$ 547,645	\$ 720,879	76.0%	\$ 786,413	\$ (88,455)
Materials and Supplies	100,640	85,949	125,782	68.3%	137,216	(14,691)
Operation and Contract	5,117,213	5,692,321	6,509,589	87.4%	7,101,369	575,107
Capital Outlay	1,170,961	4,063,443	5,215,833	77.9%	5,690,000	2,892,483
Total Expenditures	\$ 7,024,914	\$ 10,389,359	\$ 12,572,082	82.6%	\$ 13,714,999	\$ 3,364,445
Surplus (Deficit) of Revenues Over Expenditures	\$ 3,575,699	\$ 2,440,616	\$ (1,155,407)	-211.2%	\$ (1,260,444)	\$ (1,135,084)
<u>INTERFUND TRANSACTIONS</u>						
Reimbursements To Other Funds	\$ (171,048)	\$ (400,477)	\$ (400,472)	100.0%	\$ (436,879)	\$ (229,429)
Total Interfund Transactions	\$ (171,048)	\$ (400,477)	\$ (400,472)	100.0%	\$ (436,879)	\$ (229,429)
Fund Increase/(Decrease) - Budgetary Basis	\$ 3,404,651	\$ 2,040,139	\$ (1,555,879)		\$ (1,697,323)	\$ (1,364,513)
<u>ADJUSTMENTS TO GAAP BASIS*</u>						
Remove Capital Outlay	\$ 1,170,961	\$ 4,063,443				
Depreciation Expense	(191,667)	(527,083)				
IMRF Pension Expense	(15,000)	(41,250)				
OPEB Expense	(10,000)	(27,500)				
Total GAAP Adjustments	\$ 954,294	\$ 3,467,610				
Fund Increase/(Decrease) - GAAP Basis	\$ 4,358,945	\$ 5,507,749				

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

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

	B&T Recreation Operations	Field Operations	Clubhouse Operations	Golf Club	11/30/24 YTD Total	11/30/24 YTD Amended Budget	11/30/24 % of YTD Amended Budget	2024 Adopted Budget	11/30/23 YTD Total	Difference Prior Year
OPERATING REVENUES										
Memberships	\$ 431,243	\$ -	\$ -	\$ 393,375	\$ 824,618	\$ 871,498	94.6%	\$ 950,725	\$ 887,047	\$ (62,430)
Greens Fees	-	-	-	1,755,387	1,755,387	1,287,917	136.3%	1,405,000	1,414,566	340,821
Golf Surcharge	-	-	-	235,540	235,540	53,143	443.2%	53,143	94,127	141,413
Pro Shop Sales	-	-	-	167,020	167,020	199,833	83.6%	218,000	182,923	(15,903)
Golf Lessons	-	-	-	35,035	35,035	41,250	84.9%	45,000	24,872	10,163
Driving Range Fees	-	-	-	534,510	534,510	357,500	149.5%	390,000	401,496	133,014
Rentals	-	172,819	130,096	699,521	1,002,436	915,017	109.6%	998,200	817,354	185,082
Programs/User Fees	141,569	-	-	-	141,569	100,650	140.7%	109,800	104,649	36,920
Food Sales	8,587	-	-	74,799	83,385	43,908	189.9%	47,900	295,275	(211,890)
Beverage Sales	-	-	-	13,039	13,039	71,179	18.3%	77,650	486,163	(473,124)
Taste of Oak Brook	-	-	-	-	-	-	N/A	-	-	-
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	98,625	-	-	9,438	108,063	90,896	118.9%	99,160	37,221	70,842
Total Operating Revenues	\$ 680,023	\$ 172,819	\$ 130,096	\$ 3,917,664	\$ 4,900,601	\$ 4,032,791	121.5%	\$ 4,394,578	\$ 4,745,693	\$ 154,908
OPERATING EXPENDITURES										
Personnel	\$ 221,693	\$ -	\$ -	\$ 1,127,559	\$ 1,349,252	\$ 1,278,731	105.5%	\$ 1,671,380	\$ 1,266,780	\$ 82,472
Materials & Supplies	37,366	-	7,454	383,646	428,466	397,149	107.9%	718,900	646,600	(218,134)
Operational & Contractual	556,740	40,674	42,859	376,693	1,016,967	993,889	102.3%	942,765	916,681	100,286
Other	-	-	-	-	-	-	N/A	-	-	-
Capital	722,087	-	-	823,425	1,545,512	986,567	156.7%	466,750	182,198	1,363,314
Total Operating Expenditures	\$ 1,537,886	\$ 40,674	\$ 50,314	\$ 2,711,323	\$ 4,340,197	\$ 3,656,336	118.7%	\$ 3,799,795	\$ 3,012,259	\$ 1,327,938
B&T Administration Overhead Allocation*	\$ 34,335	\$ -	\$ (11,458)	\$ (22,877)	\$ -	\$ (22,877)	N/A	(24,957)	\$ -	\$ (24,957)
Operating Revenues Over (Under) Expenditures	\$ (823,528)	\$ 132,144	\$ 68,324	\$ 1,183,463	\$ 560,404	\$ 353,578	158.5%	\$ 569,826	\$ 1,733,434	\$ (1,197,986)
INTERFUND TRANSACTIONS										
Interfund Loan**	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Transfer From General Fund	-	-	-	-	-	-	N/A	-	-	-
Reimbursement From Infrastructure Fund	-	-	-	-	-	-	N/A	-	-	-
Reimbursement From Water Fund	36,674	-	-	-	36,674	36,667	100.0%	40,000	-	36,674
Reimbursement To General Fund	(46,552)	-	-	(139,667)	(186,219)	(182,955)	101.8%	(199,587)	(67,471)	(118,748)
Total Interfund Transactions	\$ (9,878)	\$ -	\$ -	\$ (139,667)	\$ (149,545)	\$ (146,288)	102.2%	\$ (159,587)	\$ (67,471)	\$ (82,074)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ (833,406)	\$ 132,144	\$ 68,324	\$ 1,043,796	\$ 410,859	\$ 207,290		\$ 410,239	\$ 1,665,963	\$ (1,280,060)
ADJUSTMENTS TO GAAP BASIS**										
Remove Capital Outlay	\$ 722,087	\$ -	\$ -	\$ 823,425	\$ 1,545,512				\$ 182,198	
Depreciation Expense	(154,208)	(1,545)	(25,000)	(225,775)	(406,528)				(406,528)	
IMRF Pension Expense	(1,879)	-	(1,250)	(22,458)	(25,588)				(25,588)	
OPEB Expense	-	-	(1,250)	(25,667)	(26,917)				(26,917)	
Total GAAP Adjustments	\$ 566,000	\$ (1,545)	\$ (27,500)	\$ 549,525	\$ 1,086,480				\$ (276,834)	
Fund Increase/(Decrease) - GAAP Basis	\$ (267,406)	\$ 130,600	\$ 40,824	\$ 1,593,321	\$ 1,497,339				\$ 1,389,129	

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

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

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

	811	812	813	822	11/30/24	11/30/24	11/30/24	2024	11/30/23	Difference
	B&T Admin	Swimming	Tennis	Poolside Café	YTD Total	YTD Adopted Budget	% of YTD Amended Budget	Adopted Budget	YTD Total	Prior Year
<u>OPERATING REVENUES</u>										
Memberships	\$ -	\$ 403,900	\$ 27,343	\$ -	\$ 431,243	\$ 405,877	106.2%	\$ 442,775	\$ 406,947	\$ 24,296
Programs/User Fees	-	80,063	61,506	-	141,569	100,650.00	140.7%	109,800	104,649	36,920
Food Sales	-	-	-	8,587	8,587	5,500.00	156.1%	6,000	53,070	-
Beverage Sales	-	-	-	-	-	2,200.00	0.0%	2,400	18,909	-
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	89,275	-	2,350	7,000	98,625	82,646	119.3%	90,160	3,175	95,450
Total Operating Revenues	\$ 89,275	\$ 483,963	\$ 91,198	\$ 15,587	\$ 680,023	\$ 596,873	113.9%	\$ 651,135	\$ 586,750	\$ 156,665
<u>OPERATING EXPENDITURES</u>										
Personnel	\$ 171,924	\$ 49,769	\$ -	\$ -	\$ 221,693	\$ 230,897	96.0%	\$ 251,888	\$ 62,893	\$ 158,800
Materials & Supplies	21	21,478	14,202	1,665	37,366	41,598	89.8%	45,380	55,694	(18,328)
Operational & Contractual	172,844	288,910	94,224	763	556,740	525,281	106.0%	573,034	469,400	87,340
Other	-	-	-	-	-	-	N/A	-	-	-
Capital	637,131	84,957	-	-	722,087	801,625	90.1%	874,500	1,405	720,682
Total Operating Expenditures	\$ 981,918	\$ 445,115	\$ 108,425	\$ 2,428	\$ 1,537,886	\$ 1,599,401	96.2%	\$ 1,744,801	\$ 589,392	\$ 948,494
B&T Administration Overhead Allocation*	\$ 95,792	\$ (37,692)	\$ (10,473)	\$ (13,292)	\$ 34,335	\$ -	N/A	\$ 37,457	\$ 36,486	\$ (2,151)
Operating Revenues Over (Under) Expenditures	\$ (796,852)	\$ 1,156	\$ (27,700)	\$ (133)	\$ (823,528)	\$ (1,002,528)	82.1%	\$ (1,056,210)	\$ 33,844	\$ (793,980)
Transfer From General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	-	-	-
Reimbursement From Infrastructure Fund	-	-	-	-	-	-	N/A	-	-	-
Reimbursement From Water Fund	36,674	-	-	-	36,674	36,667	100.0%	40,000	-	36,674
Reimbursement To General Fund	(46,552)	-	-	-	(46,552)	(43,293)	107.5%	(47,229)	(47,229)	677
Total Interfund Transactions	\$ (9,878)	\$ -	\$ -	\$ -	\$ (9,878)	\$ (6,627)	149.1%	\$ (7,229)	\$ (47,229)	\$ 37,351
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ (806,730)	\$ 1,156	\$ (27,700)	\$ (133)	\$ (833,406)	\$ (1,009,155)		\$ (1,063,439)	\$ (13,385)	\$ (756,629)
<u>ADJUSTMENTS TO GAAP BASIS**</u>										
Remove Capital Outlay	\$ 637,131	\$ 84,957	\$ -	\$ -	\$ 722,087				\$ 1,405	
Depreciation Expense	(58,996)	(91,667)	(2,475)	(1,071)	(154,208)				(154,208)	
IMRF Pension Expense	(1,833)	-	-	(46)	(1,879)				(1,879)	
Total GAAP Adjustments	\$ 576,302	\$ (6,710)	\$ (2,475)	\$ (1,117)	\$ 566,000				\$ (154,682)	
Fund Increase/(Decrease) - GAAP Basis	\$ (230,428)	\$ (5,554)	\$ (30,175)	\$ (1,249)	\$ (267,406)				\$ (168,067)	

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

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

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

	815 Polo	816 Open Fields	11/30/24 YTD Total	11/30/24 YTD Amended Budget	11/30/24 % of YTD Amended Budget	2024 Adopted Budget	11/30/23 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>								
Field Rentals	\$ -	\$ 172,819	172,819	\$ 176,917	97.7%	\$ 193,000	\$ 127,500	\$ 45,319
Range Rentals	-	-	-	-	N/A	-	86,080	(86,080)
Taste of Oak Brook	-	-	-	-	N/A	-	-	-
Other Revenue	-	-	-	-	N/A	-	-	-
Total Operating Revenues	\$ -	\$ 172,819	\$ 172,819	\$ 176,917	97.7%	\$ 193,000	\$ 213,580	\$ (40,761)
<u>OPERATING EXPENDITURES</u>								
Personnel	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Materials & Supplies	-	-	-	8,699	0.0%	\$ 9,490	1,064	(1,064)
Operational & Contractual	-	40,674	40,674	69,713	58.3%	76,050	39,876	798
Other	-	-	-	-	N/A	-	-	-
Capital	-	-	-	42,167	0.0%	46,000	-	-
Total Operating Expenditures	\$ -	\$ 40,674	\$ 40,674	\$ 120,578	33.7%	\$ 131,540	\$ 40,940	\$ (266)
Operating Revenues Over (Under) Expenditures	\$ -	\$ 132,144	\$ 132,144	\$ 56,338	234.6%	\$ 61,460	\$ 172,640	\$ (40,496)
<u>INTERFUND TRANSACTIONS</u>								
Transfer From Hotel Tax Fund	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Total Interfund Transactions	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ -	\$ 132,144	\$ 132,144	\$ 56,338		\$ 61,460	\$ 172,640	\$ (40,496)
<u>ADJUSTMENTS TO GAAP BASIS**</u>								
Remove Capital Outlay	\$ -	\$ -	\$ -				\$ -	
Depreciation Expense	-	(1,545)	(1,545)				(1,545)	
Total GAAP Adjustments	\$ -	\$ (1,545)	\$ (1,545)				\$ (1,545)	
Fund Increase/(Decrease) - GAAP Basis	\$ -	\$ 130,600	\$ 130,600				\$ 171,095	

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

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

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

	821 B&T Clubhouse	11/30/24 YTD Amended Budget	11/30/24 % of YTD Amended Budget	2024 Adopted Budget	11/30/23 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>						
Rentals	\$ 130,096	\$ 213,583	60.9%	\$ 233,000	\$ 133,465	\$ (3,369)
Other Revenue	-	-	0.0%	-	-	-
Total Operating Revenues	\$ 130,096	\$ 213,583	60.9%	\$ 233,000	\$ 133,465	\$ (3,369)
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ -	\$ -	N/A	\$ -	\$ 9,693	\$ (9,693)
Materials & Supplies	7,454	12,604	59.1%	13,750	10,264	(2,810)
Operational & Contractual	42,859	48,563	88.3%	52,978	64,364	(21,505)
Capital	-	-	N/A	-	-	-
Total Operating Expenditures	\$ 50,314	\$ 61,167	82.3%	\$ 66,728	\$ 84,321	\$ (34,007)
B&T Administration Overhead Allocation*	\$ (11,458)	\$ -	N/A	\$ (12,500)	\$ (36,486)	\$ 25,028
Operating Revenues Over (Under) Expenditures	\$ 68,324	\$ 152,416	44.8%	\$ 153,772	\$ 12,658	\$ 55,666
<u>INTERFUND TRANSACTIONS</u>						
Transfer From General Fund	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -
Total Interfund Transactions	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 68,324	\$ 152,416		\$ 153,772	\$ 12,658	\$ 55,666
<u>ADJUSTMENTS TO GAAP BASIS**</u>						
Remove Capital Outlay	\$ -				\$ -	
Depreciation Expense	(25,000)				(25,000)	
IMRF Pension Expense	(1,250)				(1,250)	
OPEB Expense	(1,250)				(1,250)	
Total GAAP Adjustments	\$ (27,500)				\$ (27,500)	
Fund Increase/(Decrease) - GAAP Basis	\$ 40,824				\$ (14,842)	

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

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

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

	823 Golf Café	831 Golf General Operation	832 Golf Learning & Practice	833 Golf Cart Operations	834 Golf Course Maintenance	11/30/24 YTD Total	11/30/24 YTD Amended Budget	11/30/24 % of YTD Amended Budget	2024 Adopted Budget	11/30/23 YTD Total	Difference Prior Year
OPERATING REVENUES											
Memberships	\$ -	\$ 393,375	\$ -	\$ -	\$ -	\$ 393,375	\$ 465,621	84.5%	\$ 507,950	\$ 480,100	\$ (86,725)
Greens Fees	-	1,755,387	-	-	-	1,755,387	1,287,917	136.3%	1,405,000	1,414,566	340,821
Surcharge	-	235,540	-	-	-	235,540	53,143	443.2%	53,143	94,127	141,413
Pro Shop Sales	-	167,020	-	-	-	167,020	199,833	83.6%	218,000	182,923	(15,903)
Golf Lessons	-	-	35,035	-	-	35,035	41,250	84.9%	45,000	24,872	10,163
Driving Range Fees	-	-	534,510	-	-	534,510	357,500	149.5%	390,000	401,496	133,014
Rentals	26,500	3,395	64,662	604,964	-	699,521	524,517	133.4%	572,200	470,309	229,212
Food Sales	74,799	-	-	-	-	74,799	38,408	194.7%	41,900	242,205	(167,406)
Beverage Sales	13,039	-	-	-	-	13,039	68,979	18.9%	75,250	467,254	(454,215)
Other Revenue	-	9,438	-	-	-	9,438	8,250	114.4%	9,000	34,046	(24,608)
Total Operating Revenues	\$ 114,338	\$ 2,564,155	\$ 634,207	\$ 604,964	\$ -	\$ 3,917,664	\$ 3,045,418	128.6%	\$ 3,317,443	\$ 3,811,898	\$ 105,766
OPERATING EXPENDITURES											
Personnel	\$ 5,184	\$ 329,886	\$ 62,418	\$ 79,300	\$ 650,771	\$ 1,127,559	\$ 1,047,834	107.6%	\$ 1,143,092	\$ 1,194,194	\$ (66,635)
Materials & Supplies	(874)	197,576	19,898	1,274	165,773	383,646	334,247	114.8%	364,633	579,578	(195,932)
Operational & Contractual	3,912	243,098	46,904	32,959	49,820	376,693	350,333	107.5%	382,181	343,041	33,652
Other	-	-	-	-	-	-	-	N/A	-	-	-
Capital	-	19,955	-	671,600	131,870	823,425	142,775	576.7%	155,755	180,793	642,632
Total Operating Expenditures	\$ 8,222	\$ 790,514	\$ 129,220	\$ 785,133	\$ 998,234	\$ 2,711,323	\$ 1,875,189	144.6%	\$ 2,045,661	\$ 2,297,606	\$ 413,717
Operating Revenues Over (Under) Expenditures	\$ 106,116	\$ 1,773,641	\$ 504,987	\$ (180,169)	\$ (998,234)	\$ 1,206,340	\$ 1,170,229	103.1%	\$ 1,271,782	\$ 1,514,292	\$ (307,951)
INTERFUND TRANSACTIONS											
Overhead Charge	\$ -	\$ (22,877)	\$ -	\$ -	\$ -	\$ (22,877)	\$ (22,877)	100.0%	\$ (24,957)	\$ -	\$ (22,877)
Transfers from Other Fund	-	-	-	-	-	-	-	0.0%	150,000	-	-
Reimbursement to General Fund	-	(139,667)	-	-	-	(139,667)	(139,662)	100.0%	(152,358)	(20,242)	(119,425)
Total Interfund Transactions	\$ -	\$ (162,544)	\$ -	\$ -	\$ -	\$ (162,544)	\$ (162,538)	100.0%	\$ (27,315)	\$ (20,242)	\$ (142,302)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 106,116	\$ 1,611,097	\$ 504,987	\$ (180,169)	\$ (998,234)	\$ 1,043,796	\$ 1,007,690		\$ 1,244,467	\$ 1,494,050	\$ (450,253)
ADJUSTMENTS TO GAAP BASIS*											
Remove Capital Outlay	\$ -	\$ 19,955	\$ -	\$ 671,600	\$ 131,870	\$ 823,425				\$ 180,793	
Depreciation Expense	(917)	(96,250)	(2,108)	(11,917)	(114,583)	(225,775)				(225,775)	
IMRF Pension Expense	(2,292)	(9,167)	(917)	-	(10,083)	(22,458)				(22,458)	
OPEB Expense	(2,750)	(13,750)	-	-	(9,167)	(25,667)				(25,667)	
Total GAAP Adjustments	\$ (5,958)	\$ (99,212)	\$ (3,025)	\$ 659,683	\$ (1,963)	\$ 549,525				\$ (93,107)	
Fund Increase/(Decrease) - GAAP Basis	\$ 100,157	\$ 1,511,885	\$ 501,962	\$ 479,514	\$ (1,000,197)	\$ 1,593,321				\$ 1,400,943	

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



ITEM 7.D.1.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
December 10, 2024

SUBJECT: Referral of TM Real Estate Holdings LLC - Amendment to a Planned Development and Subdivision for Pad "G" (1050 22nd Street) of Oak Brook Commons

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: Please refer the request to the Planning & Zoning Commission (P&Z) for a public hearing, review, and a recommendation.

Background/History:

TM Real Estate Holdings LLC, is proposing a revision to the previous approval at 1050 22nd Street (pad "G"), located south of the Northwestern Medical building and east of the intersection with McDonald Drive. The current approval is for an 8-story (108') boutique hotel. The new request is to construct three stand-alone restaurants.

The planned development ("PD") for this mixed-use project was approved by the Board on May 28, 2019 in accordance with Ordinance S-1568. The original PD site plan approval included four restaurants, on pads "A", "B", "C", and "F" and a hotel on Pad "G".

The Village Board approved a major amendment in September 2020 by Ordinance S-1608, which revised the PD to allow for a medical office building in place of Building "L".

The amendment requested by TM Real Estate Holdings LLC is as follows: Replace the proposed hotel (Building pad "G", 200,000 sq ft) with three restaurants, up to 30,000 square feet.

Staff Comments:

An amendment to the Planned Development is required for this project. The intent and purpose of the planned development regulations is to provide an alternate zoning procedure under which land can be developed or redeveloped with innovation, imagination, and creative architectural design when sufficiently justified under the provisions of this chapter.

The objective of the planned development is to encourage a higher level of design and amenity than is possible to achieve under standard zoning regulations.

1. The subject property is currently zoned ORA-2 Office, Research and Assembly District. Restaurants are permitted within the ORA-2 District.
2. The Oak Brook Commons approved Planned Development allows mixed-use development, including residential condominiums and apartments, retail, restaurants, office, hotel, parking decks, and a park site.
3. The ORA-2 District permits a floor area ratio (FAR) not to exceed 1.2. The FAR for the approved planned development is 1.56 and is an approved departure from the code. The amendment to the Planned Development will reduce the proposed FAR.
4. The processing of an Amendment to the Planned Development is required based upon Section 13-15-8(A) of the PD regulations because changes are being proposed to the following: 1) land use, 2) change to FAR, and 3) revision to the required parking ratio.
5. The initial plans indicate a proposal of two wall signs per building.
6. The 18-acre property is not located in either the regulatory floodway or floodplain and any development proposal shall comply with the Village's adopted Stormwater ordinance requirements. Ordinance S-1568 requires the creation of a dormant SSA for the Stormwater facilities.
7. A separate neighborhood meeting was not required as part of the outreach for this project. The neighborhood meeting is an optional element of the Planned Development process (13-15-5.B.1d). Please see the project narrative and plans provided by the applicant for additional information and background.
8. Following an interdepartmental staff review, the applicant further refined the application materials, submitted on November 22, 2024. These new materials are attached.
9. The property owner's signature is not on the application. The applicant has advised that they are working to finalize the contract for the property and agreeing on improvements to the shared areas of the Oak Brook Commons development. Staff has permitted the property owner to complete the negotiations with the applicant and advised that the P&Z Commission will be informed if the owner does not sign prior to the public hearing.

Recommendation:

Please refer the request to the Planning & Zoning Commission (P&Z) for a public hearing, review, and a recommendation.

Attachments:

1. TMRealEstateHoldings-PadG-Ref12.10.24

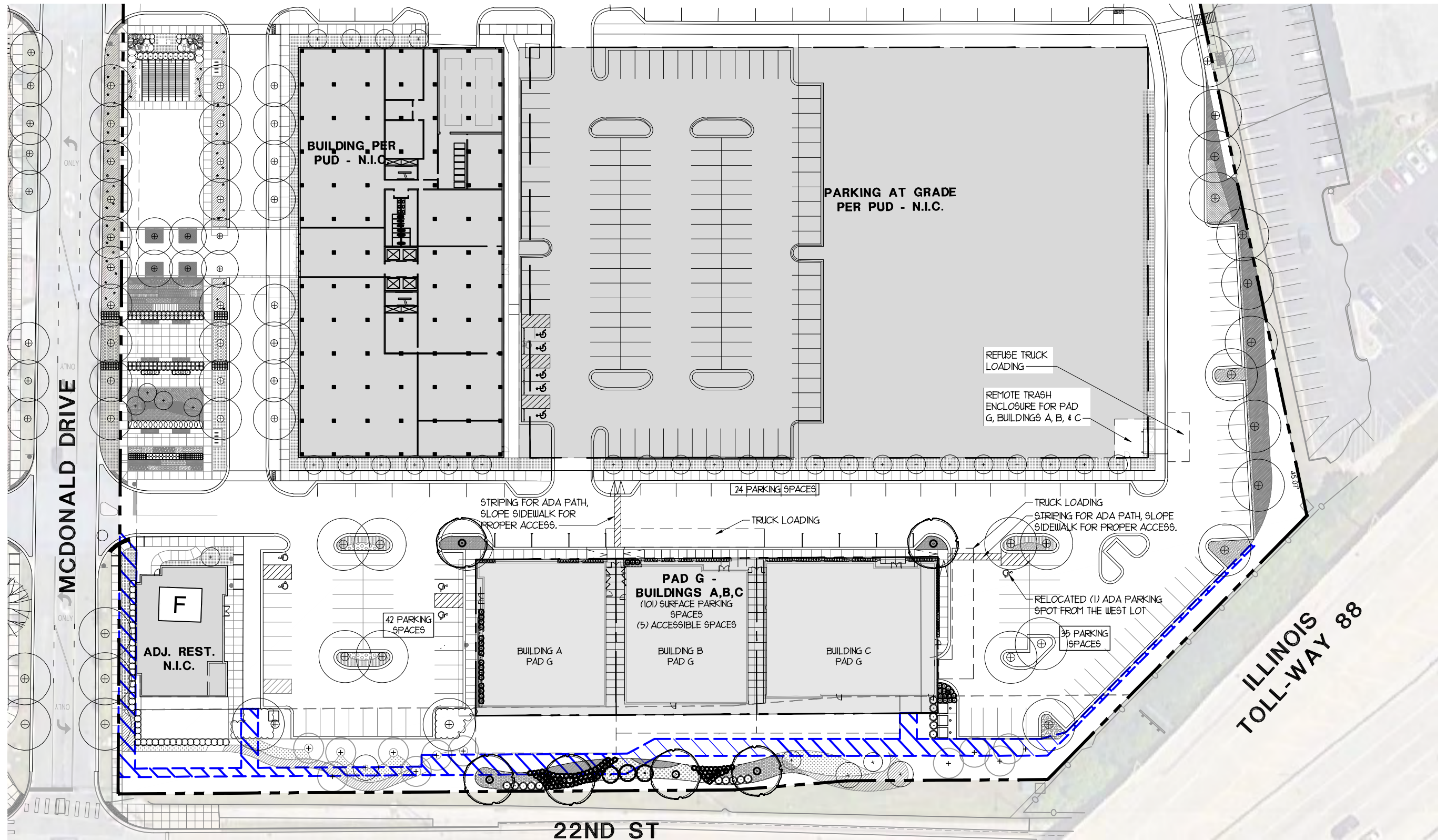
TM Real Estate Holdings LLC & Hines Development
Pad G

Oak Brook, IL

Planned Development Amendment

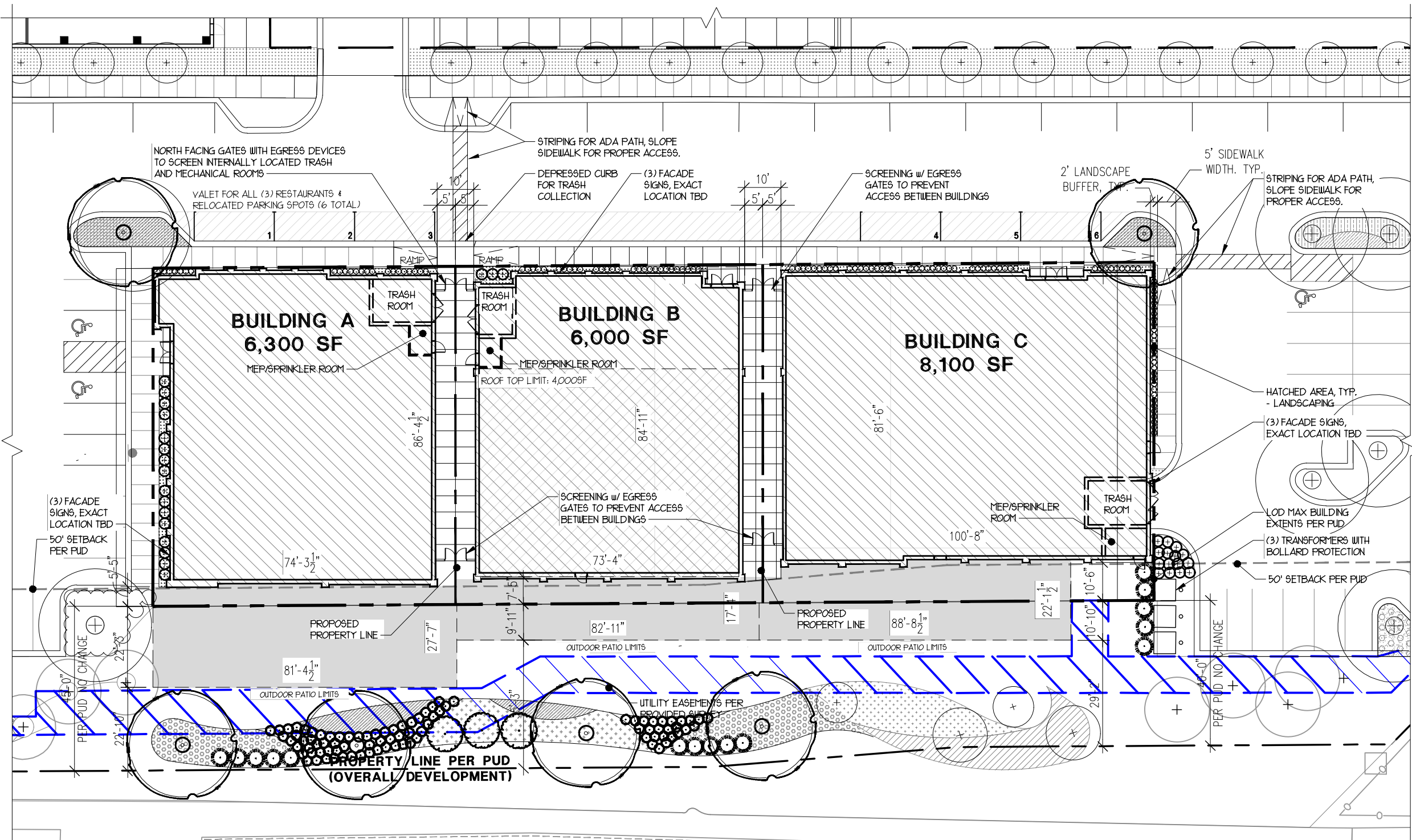
SHEET INDEX		
ARCHITECTURAL SHEETS	CIVIL ENGINEERING SHEETS	LANDSCAPE ARCHITECTURE SHEETS
SHEET 1.1 - OVERALL DEVELOPMENT SITE PLAN	SHEET C1 - EXISTING DRAINAGE AND STORMWATER MANAGEMENT PLAN	SHEET L1 - OVERALL DEVELOPMENT PLANTING PLAN
SHEET 1.2 - PAD G ENLARGED SITE PLAN	SHEET C4 - PRELIMINARY UTILITY PLAN	
SHEET 1.3 - RESTAURANT 1ST FL. INTERIOR FLOOR PLANS	SHEET C6 - PRELIMINARY PROPOSED PREVIOUS AREA PLAN	
SHEET 1.4 - RESTAURANT 2ND FL. INTERIOR FLOOR PLANS	SHEET C2 - PROPOSED DRAINAGE AND SWM PLAN	SUPPORTING DOCUMENTS
SHEET 1.5 - EXTERIOR ELEVATIONS	SHEET C3 - PRELIMINARY GRADING PLAN	FINAL PLAT OF RESUBDIVISION
SHEET 1.6 - MOOD BOARD	SHEET C7-2 - PRELIMINARY FIRE TRUCK CIRCULATION MANEUVERABILITY PLAN	PREVIOUSLY APPROVED PUD PHOTOMETRIC EXHIBIT (FOR REFERENCE ONLY)
SHEET 1.7-1.12 - PERSPECTIVE RENDERINGS		
SHEET 1.13 - SCHEDULES		

November 22, 2024

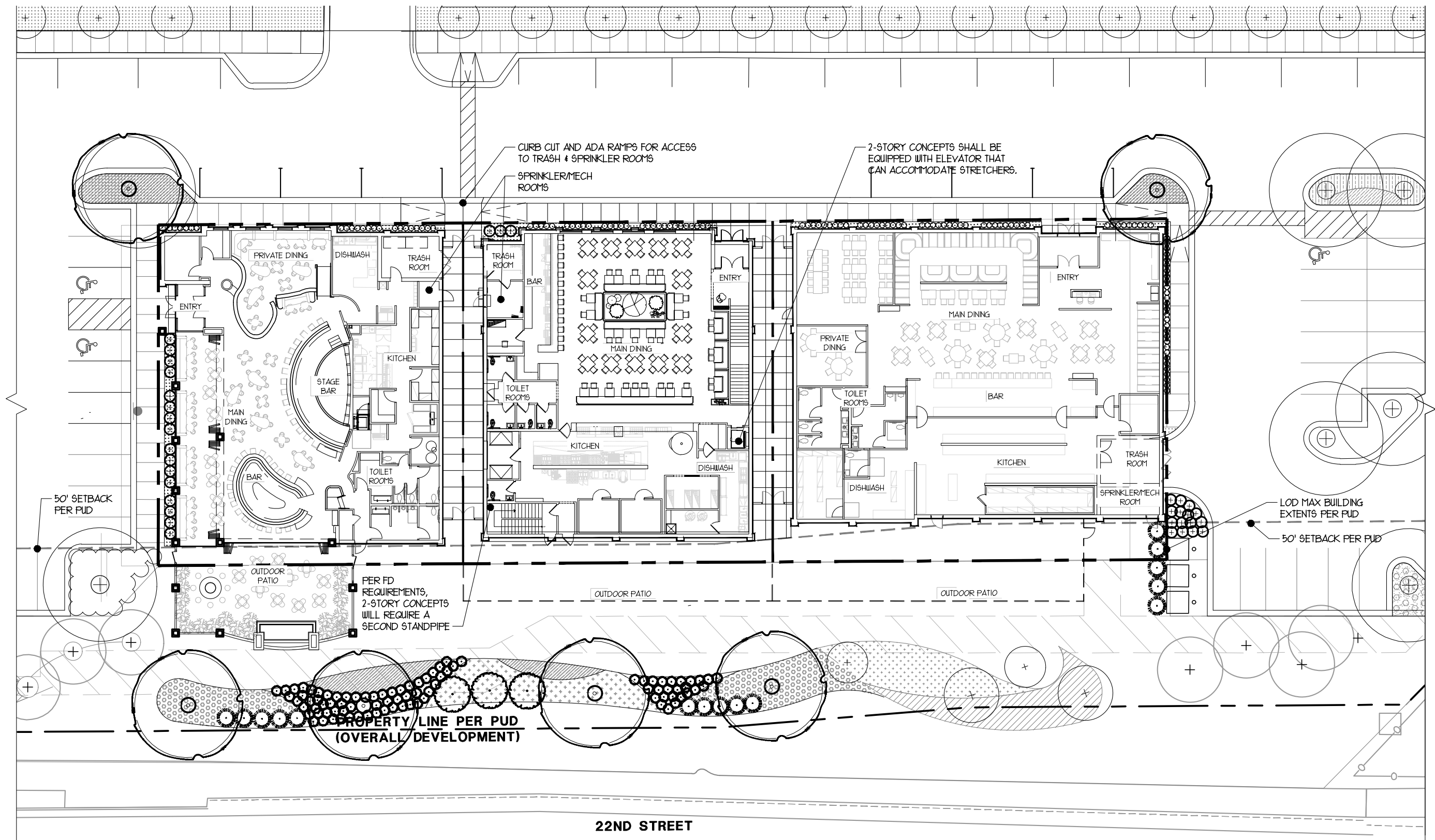


OVERALL DEVELOPMENT SITE PLAN - Scale: 1" = 60'-0"

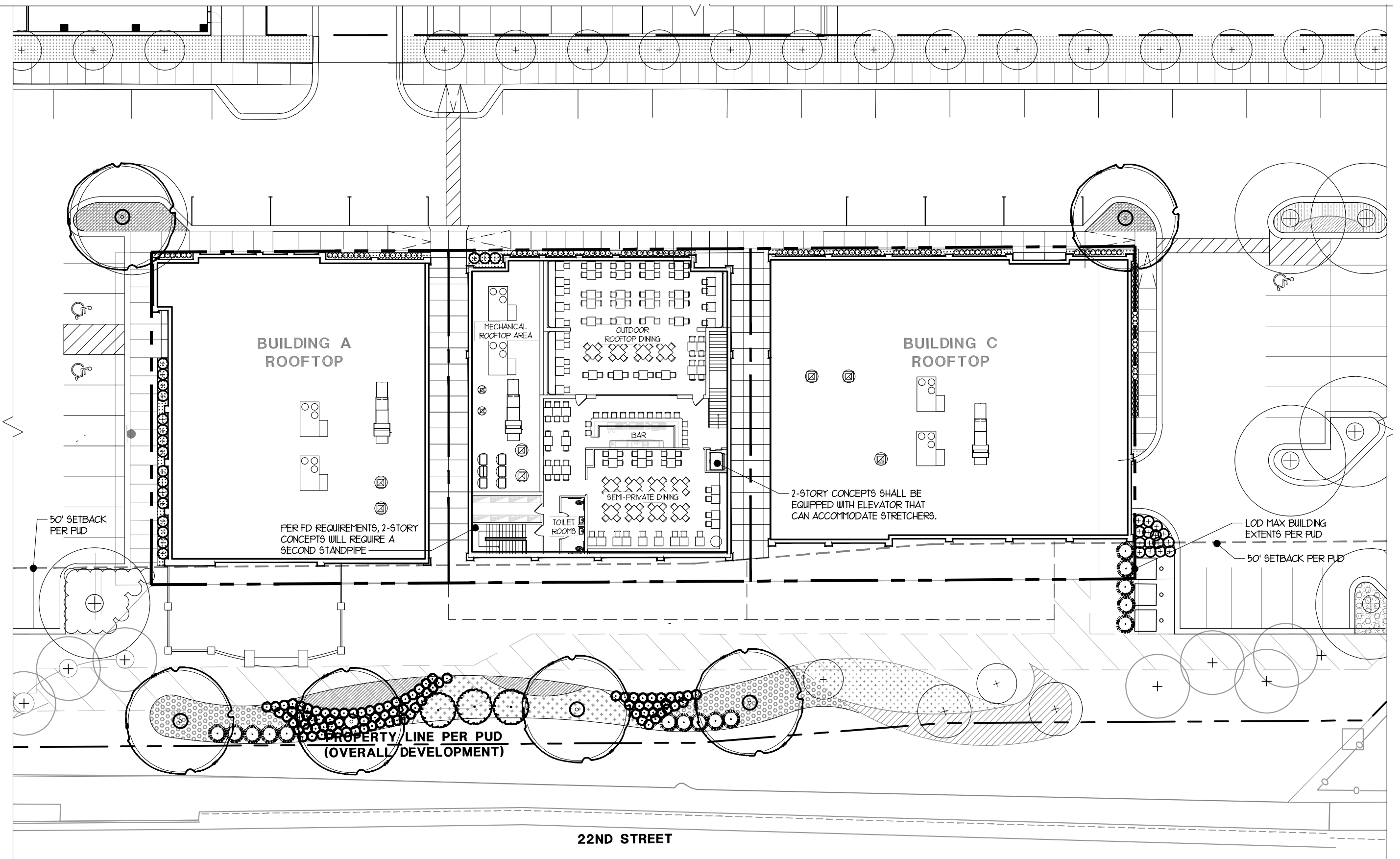




PAD G ENLARGED SITE PLAN - Scale: 1" = 30'-0"

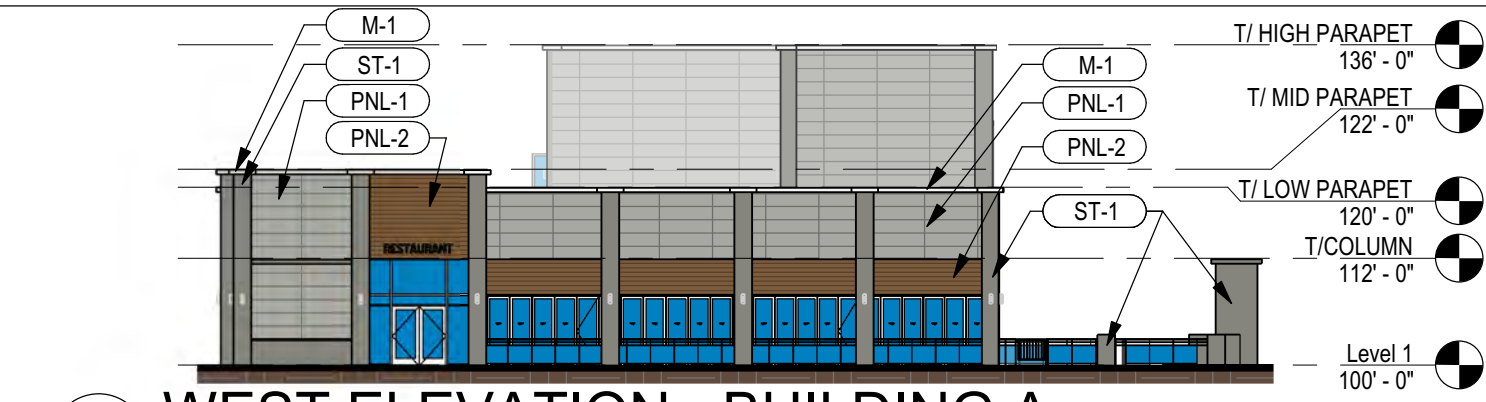


RESTAURANT 1ST FL. INTERIOR FLOOR PLANS- Scale: 1"= 30'-0"

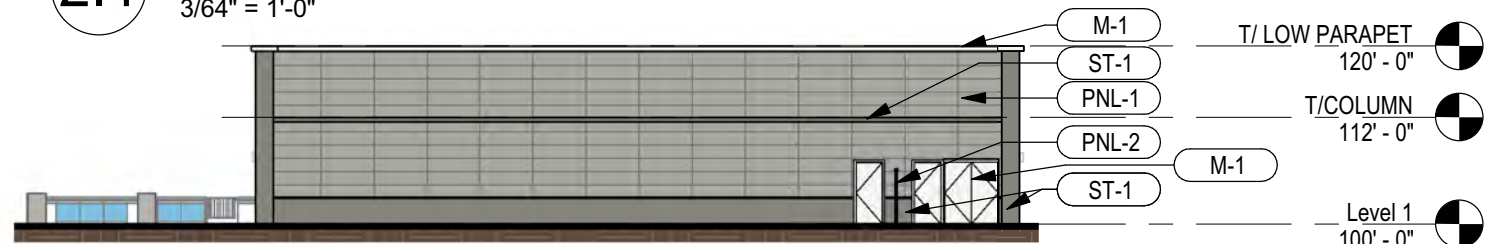


RESTAURANT 2ND FL. INTERIOR FLOOR PLANS- Scale: 1" = 30'-0"

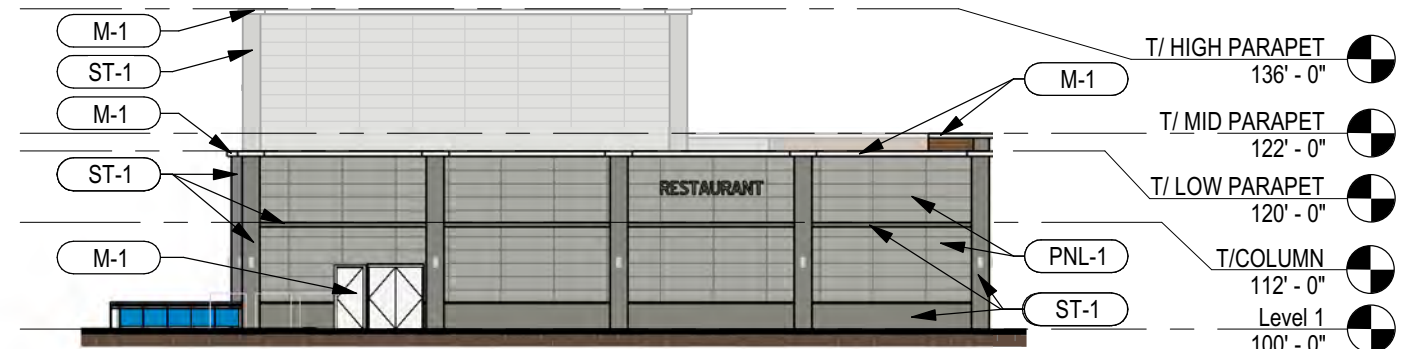




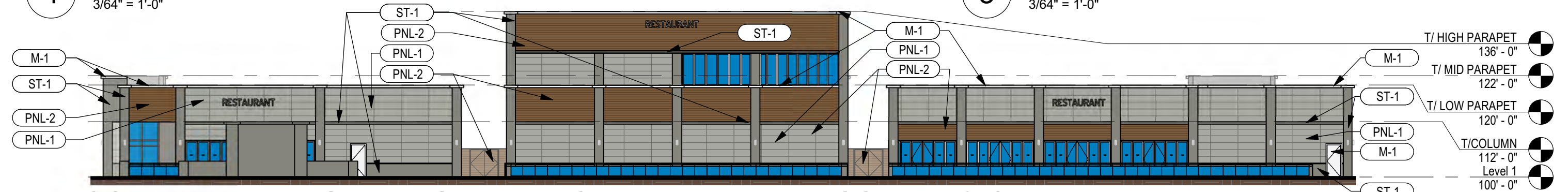
2.1 WEST ELEVATION - BUILDING A
3/64" = 1'-0"



4 EAST ELEVATION - SERVICE ALLEY - BUILDING A
3/64" = 1'-0"



3 EAST ELEVATION - BUILDING C
3/64" = 1'-0"

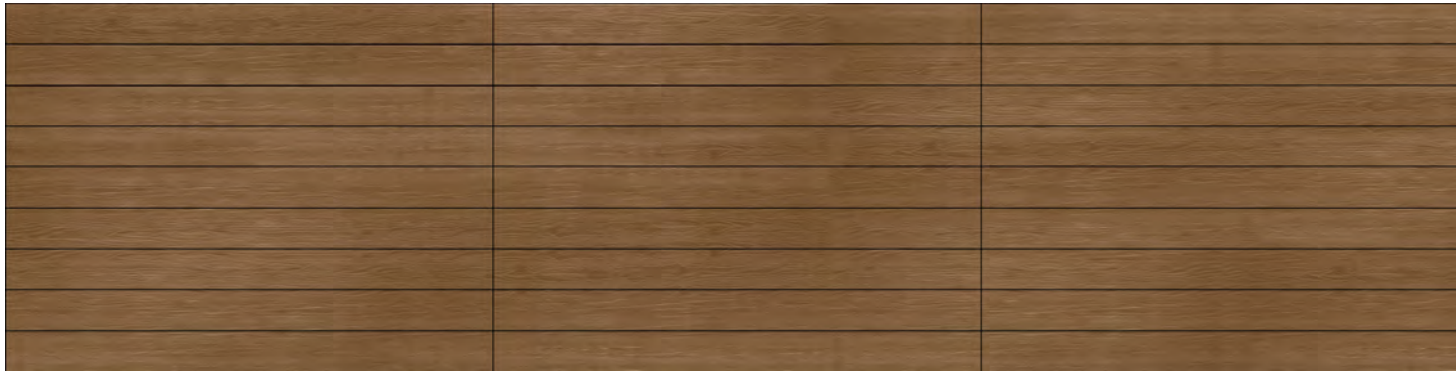


2 SOUTH ELEVATION - FROM 22ND STREET - BUILDINGS A, B, & C
3/64" = 1'-0"



1 NORTH ELEVATION - PRIVATE DRIVE - BUILDINGS A, B, & C
3/64" = 1'-0"

EXTERIOR ELEVATIONS



NICHIHA FIBER CEMENT CLADDING -
WOODGRAIN VINTAGEWOOD CEDAR (PNL-2)



GRAY MATTERS
SW 7066 (P-1)



NICHIHA FIBER
CEMENT CLADDING -
ILLUMINATION 1818 -
GRAY MATTERS SW
7066 (PNL-1)



CULTURED STONE - SCULPTED
ASHLAR - SILVER SHORE (ST-1)



Looking Southeast from Northwest corner of Pad G



Looking Northeast from Southwest corner of Pad G



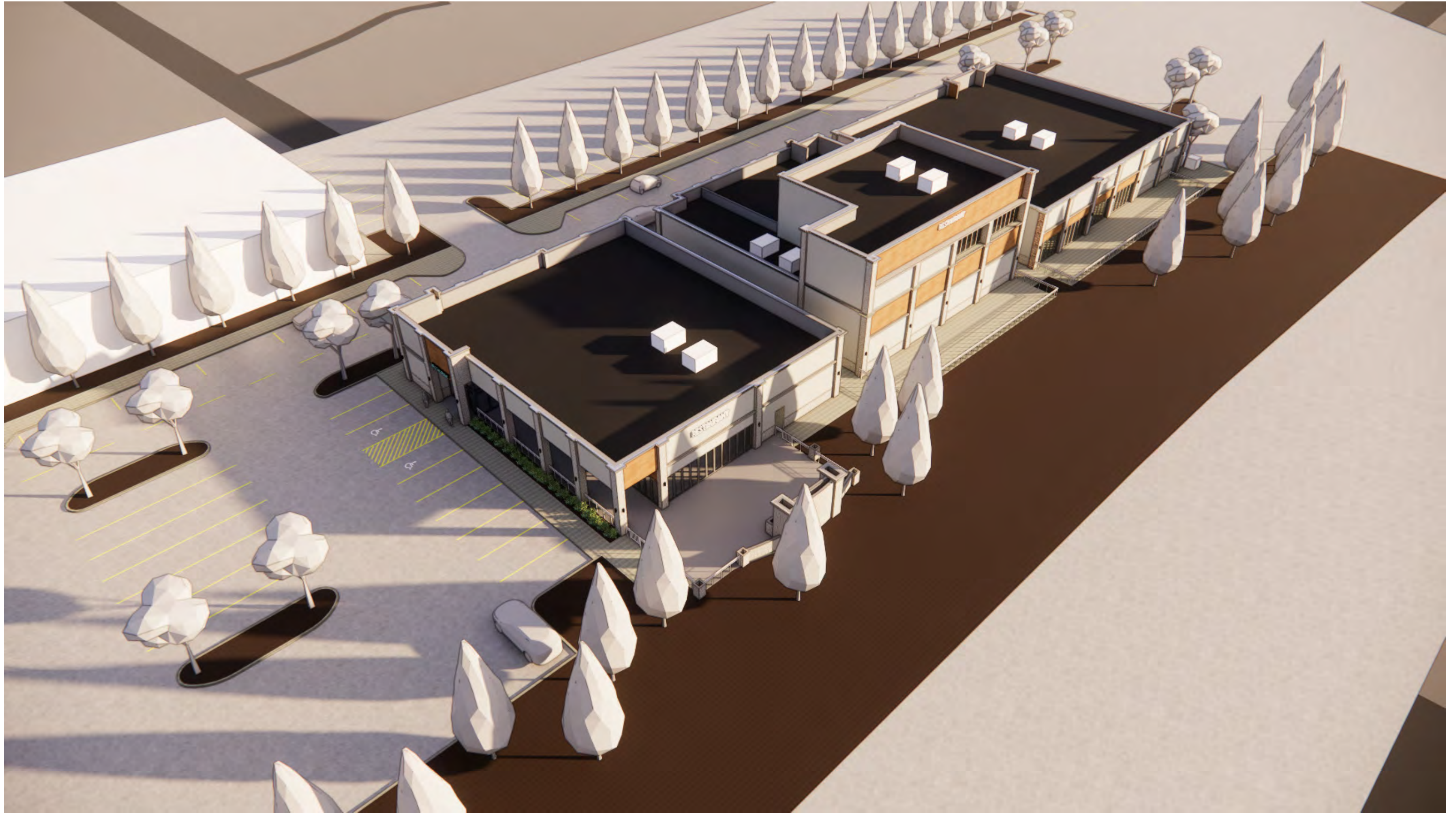
Elevated view - Looking Southeast from Northwest corner of Pad G



Elevated view - Looking Southwest from Northeast corner of Pad G



Elevated view - Looking South from North end of Pad G



Elevated view - Looking Northeast from Southwest corner of Pad G

PROPERTY SCHEDULE		
LOT G - OVERALL SF		25,506
LOT G1: BUILDING A		
	LEVEL	APPROX. AREA (SF.)
BUILDING	FIRST	6,300
	MEZZ.	3,100
	EXT. PATIO	2,500
TOTAL BUILDING		10,000
LOT	GRADE	1,560
LOT G2: BUILDING B		
	LEVEL	APPROX. AREA (SF.)
BUILDING	FIRST	6,000
	SECOND	4,000
	EXT. PATIO	1,506
TOTAL BUILDING		10,000
LOT	GRADE	1,600
LOT G3: BUILDING C		
	LEVEL	APPROX. AREA (SF.)
BUILDING	FIRST	8,100
	MEZZ.	1,900
	EXT. PATIO	2,220
TOTAL BUILDING		10,000
LOT	GRADE	10,350sf

PARKING ANALYSIS						
EXISTING PER PUD - HOTEL						
NOTE: 1 SPACE / ROOM (SOURCE: PUD PROJECT AREA SUMMARY PG.-24.1)						
HEIGHT	STORIES	ROOMS / FLOOR	TOTAL ROOMS	AREA / FLOOR (SF)	TOTAL AREA (SF)	PARKING REQ'D
108'-0"	8	31	252	25,000	200,000	252
PROPOSED - (3) RESTAURANTS						
NOTE: 1 SPACE / 162sf (BASED ON RETAIL ALLOWANCES ON PUD)						
HEIGHT	STORIES	AREA / FLOOR (SF)			TOTAL AREA (SF)	PARKING REQ'D
35'-0" MAX	1	(REFER TO PROPERTY SCHEDULE)			30,000	185.2
				TOTAL PARKING	186	
				DIFFERENCE (+/-)	- 66	

BASED ON PARKING REQUIREMENTS LISTED IN THE PD FOR 50,000 SQ. FT. OF RETAIL LOCATED ON LOTS A THROUGH F, 310 PARKING SPOTS HAVE BEEN ALLOCATED, WHICH EQUATES TO 162 SQ. FT. OF RETAIL SPACE PER REQUIRED PARKING SPOT.

IN ADDITION TO THE REDUCTION OF PARKING SPACES REQUIRED FROM REVISING LOT G FROM A HOTEL TO A RETAIL/RESTAURANT USE, PLEASE NOTE THIS CHANGE OF USE WILL ALSO REMOVE THE OVERNIGHT PARKING THAT WOULD BE REQUIRED FROM A HOTEL USE. WHILE THIS EFFECT IS NOT REPRESENTED IN GROSS NUMBERS, THIS IS AN IMPORTANT RESULT THAT IS DIFFICULT TO QUANTIFY IN NUMBERS.

FAR ANALYSIS		
RESIDENTIAL CONDOS	(NO CHANGE)	29,000
RESIDENTIAL APARTMENTS	(NO CHANGE)	330,000
OFFICE	(NO CHANGE)	320,000
RETAIL	(NO CHANGE)	50,000
LOT G -- HOTEL--	(EXISTING PUD)	200,000
LOT G - RETAIL	PROPOSED	30,000
PROPOSED TOTAL BUILDING		1,020,000 (1.34 FAR)
TOTAL PER EXISTING PUD		1,190,000 (1.56 FAR)
TOTAL DIFFERENCE (+/-)		- 170,000

NOTE: THE REMAINING UNUSED TOTAL BUILDING SQUARE FOOTAGE (170,000 SQ. FT.) WILL BE RETAINED BY THE EXISTING DEVELOPMENT MANAGED BY HINES DEVELOPMENT.

AREA SCHEDULE				
LOT G1: BUILDING A				
USE	APPROX. OCCUPIABLE AREA (SF.)		OCC. COEFF. (SF/OCC.)	MAX OCC.
DINING/BAR	1,800		15	120
BACK-BAR/BOH	1,950		200	10
STORAGE/MECH	750		300	3
TOILET	500		0	0
CIRCULATION	100		0	0
EXT. PATIO	2,000		15	90
TOTAL				223
LOT G2: BUILDING B				
USE	APPROX. OCCUPIABLE AREA (SF.)		OCC. COEFF. (SF/OCC.)	MAX OCC.
	1st FL.	2nd FL.		
DINING/BAR	2,000	1,600	15	180
BACK-BAR/BOH	1,760	500	200	12
STORAGE/MECH	800	400	300	4
TOILET	300	100	0	0
CIRCULATION	440	215	0	0
EXT. PATIO	1,506	1,350	15	120
TOTAL				316
LOT G3: BUILDING C				
USE	APPROX. OCCUPIABLE AREA (SF.)		OCC. COEFF. (SF/OCC.)	MAX OCC.
DINING/BAR	3,600		15	180
BACK-BAR/BOH	2,000		200	10
STORAGE/MECH	1,000		300	4
TOILET	800		0	0
CIRCULATION	200		0	0
EXT. PATIO	1,600		15	75
TOTAL				269

SCHEDULES

PRELIMINARY ENGINEERING PLANS

FOR

1050 22ND STREET

OAK BROOK, ILLINOIS

PROJECT TEAM

DEVELOPER

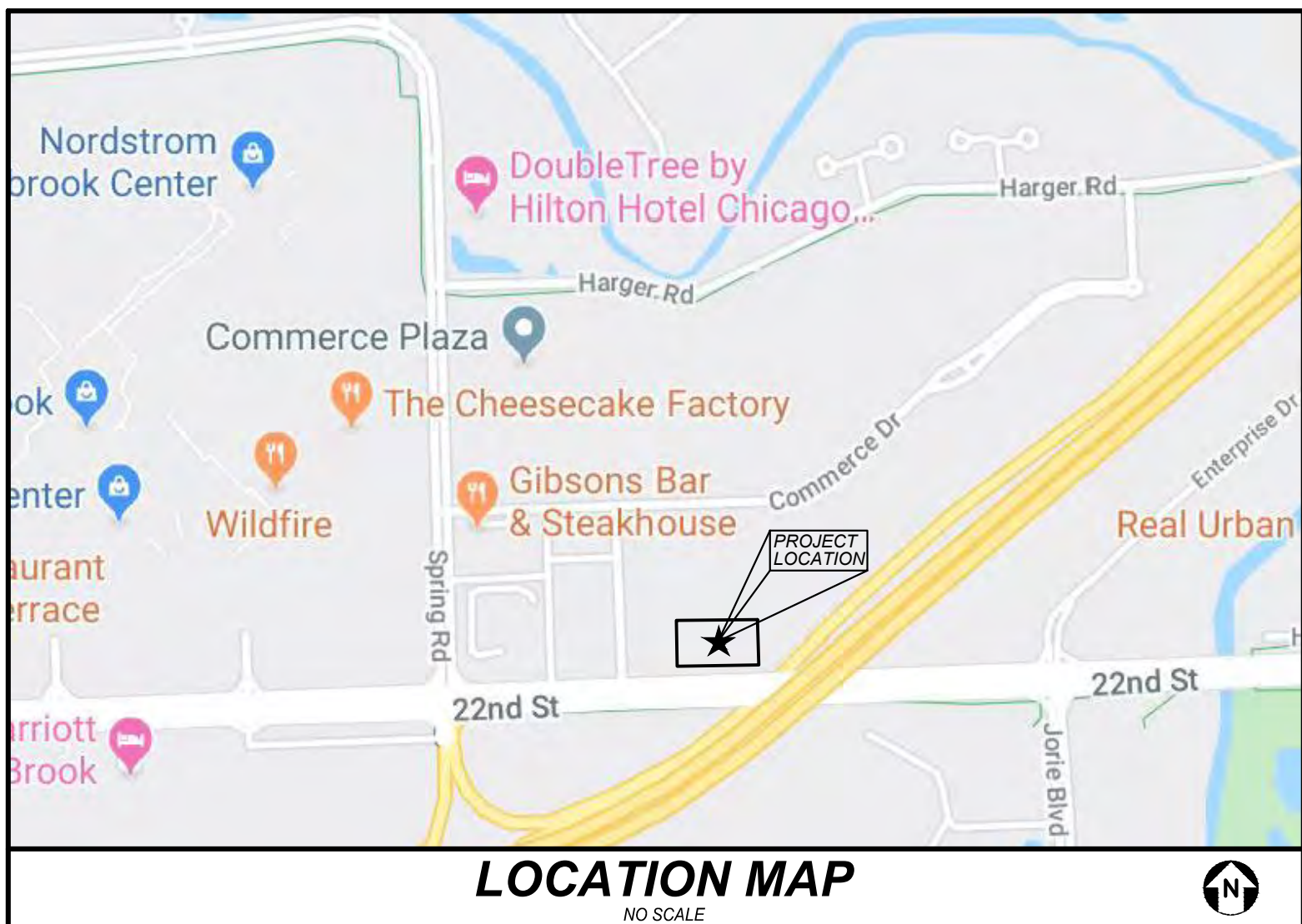
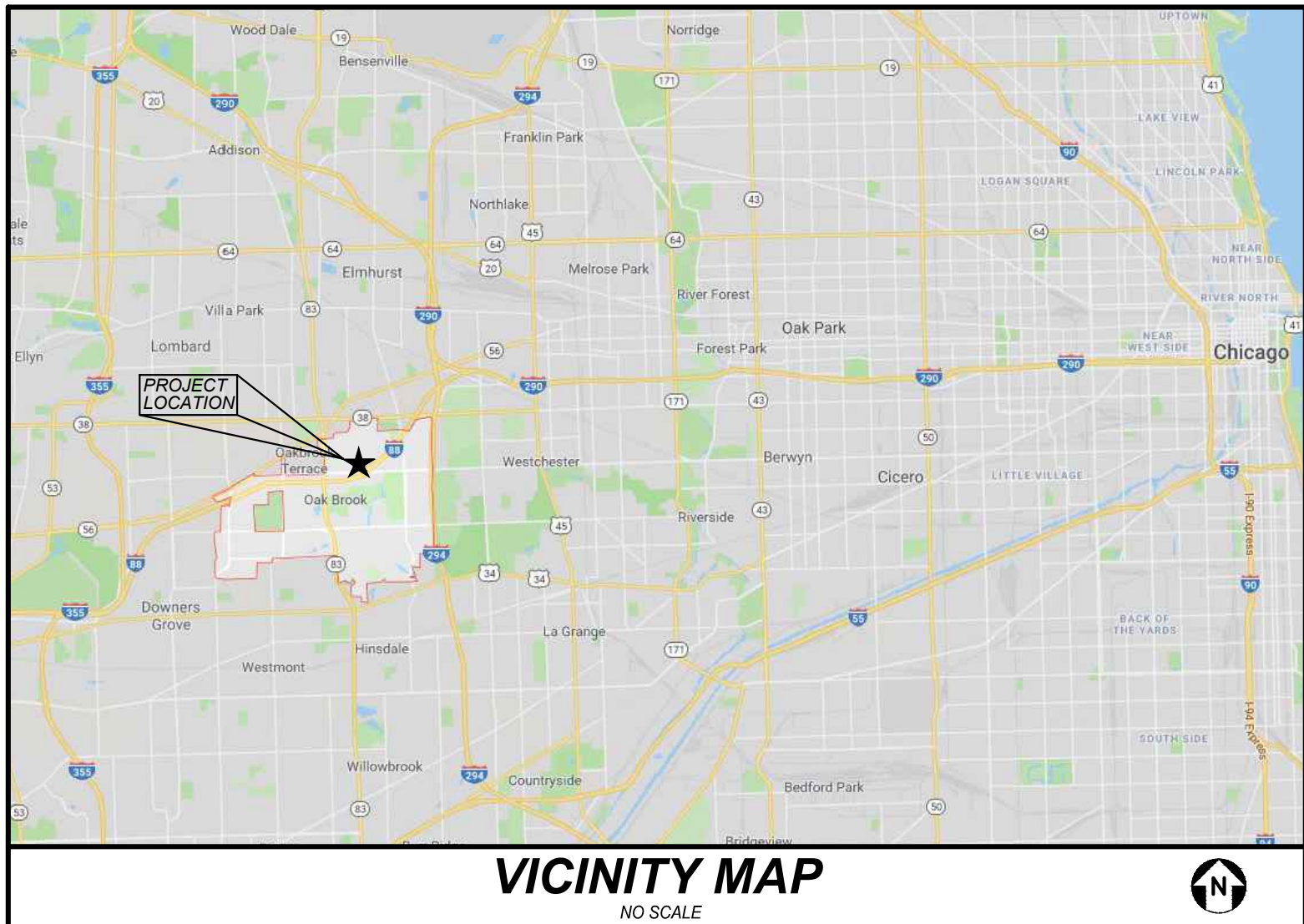
TM Real Estate Holdings LLC
Contact: Michael Manzo

ENGINEER

V3 Companies, Ltd.
7325 Janes Avenue
Woodridge, Illinois 60517
630 724 9200
Project Manager: John Brown, P.E.
jbrown@v3co.com

ARCHITECT

*Aria Group
830 North Boulevard
Oak Park, Illinois 60301
708 445 8400
Contact: Matthew Shoener*



INDEX

CIVIL ENGINEERING PLANS

C0.0	TITLE SHEET
C1.0	GENERAL NOTES, LEGEND, AND ABBREVIATIONS
C1.1	SPECIFICATIONS
C2.0	LAYOUT AND PAVING PLAN
C3.0	GRADING PLAN
C4.0	UTILITY PLAN
C5.0	CONSTRUCTION DETAILS

[illegible]

TITLE SHEET

OAK BROOK COMMONS LOT G

OAK BROOK

ILLINOIS

7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
www.v3co.com

DRAWING NO.

C0.0



Call 48 hours before you dig

PROFESSIONAL ENGINEER'S CERTIFICATION

I, JOHN R. BROWN, A LICENSED PROFESSIONAL ENGINEER OF ILLINOIS, HEREBY CERTIFY THAT THE CIVIL ENGINEERING PLANS WERE PREPARED ON BEHALF OF TM REAL ESTATE HOLDINGS LLC BY V3 COMPANIES, LTD. UNDER MY PERSONAL DIRECTION. THIS TECHNICAL SUBMISSION IS INTENDED TO BE USED AS AN INTEGRAL PART OF AND IN CONJUNCTION WITH THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS.

DATED THIS 21ST DAY OF NOVEMBER, A.D., 2024

John R Brown
ILLINOIS LICENSED PROFESSIONAL ENGINEER 062-050103
MY LICENSE EXPIRES ON NOVEMBER 30, 2025



ILLINOIS LICENSED DESIGN FIRM NO. 184-000902

GENERAL NOTES

1. EXISTING SITE TOPOGRAPHY, UTILITIES, RIGHT-OF-WAY AND HORIZONTAL CONTROL SHOWN ON THE DRAWINGS WERE OBTAINED FROM A SURVEY PREPARED BY:

V3 COMPANIES, LTD.
7325 JAMES AVENUE
WOODRIDGE, IL 60517

COPIES OF THE SURVEY ARE AVAILABLE FROM THE SURVEYOR. SITE CONDITIONS MAY HAVE CHANGED SINCE THE SURVEY WAS PREPARED. CONTRACTORS TO VISIT SITE TO FAMILIARIZE THEMSELVES WITH THE CURRENT CONDITIONS.

2. ALL EXISTING TOPOGRAPHY, UNDERGROUND UTILITIES, STRUCTURES AND ASSOCIATED FACILITIES SHOWN ON THESE DRAWINGS HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS. THEREFORE, THEIR LOCATIONS AND ELEVATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHER FACILITIES, THE EXISTENCE OF WHICH ARE NOT PRESENTLY KNOWN.

3. CONTRACTOR IS TO VERIFY ALL EXISTING STRUCTURES AND FACILITIES AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL AND STARTING WORK.

4. ALL APPLICABLE PROVISIONS OF THE CURRENT OCCUPATIONAL SAFETY AND HEALTH ACT ARE HEREIN INCORPORATED BY REFERENCE.

5. THE CONTRACTOR SHALL SUBSCRIBE TO ALL GOVERNING REGULATIONS AND SHALL OBTAIN ALL NECESSARY PUBLIC AGENCY PERMITS PRIOR TO STARTING WORK. THE CONTRACTOR, BY USING THESE PLANS FOR THEIR WORK, AGREE TO HOLD HARMLESS V3 COMPANIES LTD., THE MUNICIPALITY, THEIR EMPLOYEES AND AGENTS AND THE OWNER WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DAMAGES, AND THE COST OF DEFENSE ARISING OUT OF CONTRACTOR(S) PERFORMANCE OF THE WORK DESCRIBED HEREIN, BUT NOT INCLUDING THE SOLE NEGLIGENCE OF THE OWNER, HIS AGENTS, THE ENGINEER, HIS EMPLOYEES AND AGENTS.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS FOR CONSTRUCTION ALONG OR ACROSS EXISTING STREETS OR HIGHWAYS. CONTRACTOR SHALL MAKE ARRANGEMENTS FOR THE PROPER BRACING, SHORING AND OTHER REQUIRED PROTECTION OF ALL ROADWAYS BEFORE CONSTRUCTION BEGINS. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE STREETS OR ROADWAYS AND ASSOCIATED STRUCTURES AND SHALL MAKE REPAIRS AS NECESSARY TO THE SATISFACTION OF THE OWNER OF THE ROADWAY.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ADEQUATE SIGNS, TRAFFIC CONTROL DEVICES AND WARNING DEVICES TO INFORM AND PROTECT THE PUBLIC DURING ALL PHASES OF CONSTRUCTION. BARRICADES AND WARNING SIGNS SHALL BE PROVIDED IN ACCORDANCE WITH THE IDOT STANDARD SPECIFICATIONS AND VILLAGE STANDARDS. ALL TRAFFIC CONTROL WORK SHALL BE DONE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."

8. EXCEPT WHERE MODIFIED BY THE CONTRACT DOCUMENTS, ALL WORK PROPOSED HEREON SHALL BE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS WHICH ARE HEREBY MADE A PART HEREOF:

- a. "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AS PREPARED BY IDOT, LATEST EDITION.
- b. "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS," LATEST EDITION.
- c. ILLINOIS RECOMMENDED STANDARDS FOR SEWAGE WORKS," AS PUBLISHED BY THE IEPA. LATEST EDITION.
- d. THE LATEST EDITIONS OF THE MUNICIPAL CODE AND STANDARDS OF THE VILLAGE OF OAK BROOK.
- e. THE NATIONAL ELECTRIC CODE.
- f. THE ILLINOIS ACCESSIBILITY CODE.
- g. CLEAN CONSTRUCTION OR DEMOLITION DEBRIS (CCDD) REQUIREMENTS AS PUBLISHED BY THE IEPA. TESTING OF SOILS BEING EXPORTED FROM THE SITE AND APPROPRIATE DISPOSAL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

IN THE EVENT OF CONFLICTING SPECIFICATIONS WITH REGARD TO SITE WORK ISSUES DESIGNED BY THE ENGINEER, THE MORE STRINGENT REQUIREMENT SHALL GOVERN.

9. THE CONTRACTOR SHALL NOTIFY THE AUTHORITY HAVING JURISDICTION AT LEAST 48 HOURS PRIOR TO COMMENCING ANY WORK AND FOR ANY NEW CONSTRUCTION REQUIRING INSPECTION.

10. ALL TREES TO BE SAVED SHALL BE IDENTIFIED PRIOR TO CONSTRUCTION AND SHALL BE PROTECTED PER IDOT STANDARDS. THE RIGHT-OF-WAY LINE AND LIMITS OF THE CONTRACTOR'S OPERATIONS SHALL BE CLEARLY DEFINED THROUGHOUT THE CONSTRUCTION PERIOD. ALL TREES IDENTIFIED TO REMAIN SHALL BE PROTECTED FROM DAMAGE INCLUDING TRUNKS, BRANCHES AND ROOTS. NO EXCAVATING, FILLING OR GRADING IS TO BE DONE INSIDE THE DRIP LINE OF TREES UNLESS OTHERWISE INDICATED.

11. CONSTRUCTION ACCESS POINTS TO THE SITE SHALL BE PROTECTED IN SUCH A WAY AS TO PREVENT ACCUMULATION OF MUD OR SOIL ON PUBLIC THOROUGHFARES. AT THE END OF EACH DAY AND AS OFTEN AS OTHERWISE NECESSARY THE CONTRACTOR SHALL CLEAN UP ALL MUD OR SOIL WHICH HAS BEEN TRACKED ONTO PUBLIC STREETS AS REQUIRED BY THE AUTHORITIES HAVING JURISDICTION AND AS DETAILED IN THE STORM WATER POLLUTION PREVENTION PLAN.

12. THE CONTRACTOR SHALL PROVIDE FOR THE SAFE AND ORDERLY PASSAGE OF TRAFFIC AND PEDESTRIANS WHERE HIS/HER OPERATIONS ABUT PUBLIC THOROUGHFARES AND ADJACENT PROPERTY IN ACCORDANCE WITH THE VILLAGE OF OAK BROOK MUNICIPAL CODE AND IDOT REQUIREMENTS.

13. NO HOLES ARE TO BE LEFT OPEN IN THE PAVEMENT OR PARKWAY OVER A HOLIDAY, WEEKEND OR AFTER 3:00 P.M. ON THE DAY PRECEDING A HOLIDAY OR A WEEKEND.

14. ALL EXISTING PAVEMENT OR CONCRETE TO BE REMOVED SHALL BE SAWCUT ALONG LIMITS OF PROPOSED REMOVAL BEFORE COMMENCEMENT OF PAVEMENT REMOVAL.

15. REMOVED PAVEMENT, SIDEWALK, CURB AND GUTTER, ETC. SHALL BE LEGALLY DISPOSED OF BY THE CONTRACTOR AS PART OF THE BASE CONTRACT.

16. NO BURNING OR INCINERATION OF RUBBISH WILL BE PERMITTED ON SITE.

17. FOR REGULATED UTILITY LOCATIONS, THE CONTRACTOR SHALL CONTACT THE JOINT UTILITY LOCATION INFORMATION FOR EXCAVATORS. "J.U.L.I.E." AT 1-800-892-0123. LOCAL GOVERNMENT AGENCIES SHOULD BE CONTACTED BY THE CONTRACTOR FOR LOCATION OF ALL NONREGULATED UTILITY LOCATIONS. CALL FOR LOCATES AT LEAST 48 HOURS IN ADVANCE OF CONSTRUCTION.

18. BEFORE EXCAVATING OVER OR ADJACENT TO ANY EXISTING UTILITIES, CONTRACTOR SHALL NOTIFY THE OWNER OF SUCH UTILITIES TO ENSURE THAT PROTECTIVE WORK WILL BE COORDINATED AND PERFORMED BY THE CONTRACTOR IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER OF THE UTILITY INVOLVED. IF ANY EXISTING SERVICE LINES, UTILITIES AND UTILITY STRUCTURES WHICH ARE TO REMAIN IN SERVICE ARE UNCOVERED OR ENCOUNTERED DURING THIS OPERATION, THEY SHALL BE SAFEGUARDED, PROTECTED FROM DAMAGE AND SUPPORTED IF NECESSARY.

19. THE CONTRACTOR IS RESPONSIBLE FOR HAVING A SET OF "APPROVED" ENGINEERING PLANS WITH THE LATEST REVISION DATE ON THE JOB SITE PRIOR TO THE START OF CONSTRUCTION.

20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR EROSION AND SEDIMENTATION CONTROL AS DETAILED IN THE STORM WATER POLLUTION PREVENTION PLAN.

21. ALL CURB RADII REFER TO BACK OF CURB.

22. ANY AREAS THAT ARE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED IN CONFORMANCE WITH THE REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION AND SHALL BE INCIDENTAL TO THE CONTRACT.

23. STREET PAVING AND CURBS TO REMAIN SHALL BE PROTECTED FROM DAMAGE AND IF DAMAGED, SHALL BE REPLACED PROMPTLY IN CONFORMANCE WITH THE VILLAGE OF OAK BROOK OR IDOT STANDARD SPECIFICATIONS IN MATERIALS AND WORKMANSHIP.

24. PROPOSED ELEVATIONS INDICATE FINISHED CONDITIONS. FOR ROUGH GRADING ELEVATIONS ALLOW FOR THICKNESS OF PROPOSED PAVING (ROADS, WALKS, DRIVES, ETC.) OR TOPSOIL AS INDICATED ON DRAWINGS.

25. CAD FILES ARE AVAILABLE FOR CONSTRUCTION LAYOUT UPON REQUEST.

26. BACKFILL SHALL BE PLACED NEXT TO THE CURB AS SOON AS PERMISSIBLE AFTER CONSTRUCTION TO PREVENT SCOURING AND UNDERCUTTING BY STORM WATER RUNOFF.

27. BUTT JOINTS SHALL BE PROVIDED WHEREVER NEW PAVEMENT ABUTS EXISTING PAVEMENT. ALL BUTT JOINTS SHALL BE CONSTRUCTED BY MILLING AND SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE BITUMINOUS SURFACE COURSE.

28. WHEN AN EXISTING DRAINAGE ROUTE, EITHER A STORM SEWER OR WATERWAY, IS INTERRUPTED DUE TO CONSTRUCTION, THE DRAINAGE ROUTE SHALL BE REESTABLISHED TO ORIGINAL CONDITIONS BY THE END OF THE SAME WORK DAY. POSITIVE DRAINAGE MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION.

29. PROVIDE SMOOTH VERTICAL CURVES THROUGH HIGH AND LOW POINTS INDICATED BY SPOT ELEVATIONS. PROVIDE UNIFORM SLOPES BETWEEN NEW AND EXISTING GRADES. AVOID RIDGES AND DEPRESSIONS.

30. FINAL ADJUSTMENT OF FIRE HYDRANTS, VALVE VAULTS AND MANHOLES TO FINISHED GRADE ARE INCIDENTAL TO THEIR COST.

31. ANY EXISTING UTILITY STRUCTURES REQUIRING ADJUSTMENT ARE TO BE ADJUSTED OR RECONSTRUCTED BY THE CONTRACTOR TO THE UTILITY OWNER'S SATISFACTION. ADJUSTMENTS OR RECONSTRUCTIONS NOT CALLED FOR ON THE PLANS SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.

32. ALL UTILITY CONNECTIONS TO EXISTING LINES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REGULATIONS AND TO THE SATISFACTION OF THE UTILITY OWNER.

33. PROVIDE TRENCH BACKFILL IN ACCORDANCE WITH THE DETAILS OF THE PLANS FOR ALL UTILITY LINES (OR AS OTHERWISE NOTED ON PLANS). BACKFILL SHALL BE PLACED AND COMPACTED PER THE VILLAGE OF OAK BROOK AND IDOT SPECIFICATIONS. COST OF BACKFILL IS TO BE CONSIDERED INCIDENTAL TO THE UTILITY WORK.

34. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

35. PRIOR TO DEMOBILIZATION, ALL WORK SHALL BE CLEANED AND INSPECTED TO THE SATISFACTION OF THE AUTHORITY HAVING JURISDICTION. THE COST OF THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.

36. THE GENERAL CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES TO PROVIDE CABLE TV, PHONE, ELECTRIC, GAS AND IRRIGATION SERVICES. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING SITE LAYOUTS FOR THESE UTILITIES AND SHALL COORDINATE AND PROVIDE CONDUIT CROSSINGS AS REQUIRED. THIS COORDINATION SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT. ANY CONFLICTS IN UTILITIES SHALL BE CORRECTED BY THE GENERAL CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

37. BAND-SEAL CONNECTORS OR EQUIVALENT SHALL BE USED TO JOIN PIPES OF DISSIMILAR MATERIAL.

38. CONTRACTOR SHALL MAINTAIN ACCURATE RECORDS OF ALL CONSTRUCTION IN CONFORMANCE WITH ALL MUNICIPAL AND CLIENT REQUIREMENTS FOR USE IN PREPARING RECORD DRAWINGS.

39. THE SUBCONTRACTOR SHALL INSTALL A 4"x4"x4" POST ADJACENT TO THE TERMINUS OF UTILITY MAINS AND SERVICE LINES. POSTS SHALL BE MARKED IN ACCORDANCE WITH THE VILLAGE STANDARDS AND INCLUDE THE UTILITY INVERT ELEVATION.

40. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING ANY EXCAVATION. ANY DEWATERING REQUIRED SHALL BE INCIDENTAL TO THE CONTRACT.

41. COPIES OF SOILS INVESTIGATION REPORTS MAY BE OBTAINED FROM THE OWNER. ANY BRACING, SHEETING OR SPECIAL CONSTRUCTION METHODS REQUIRED IN ORDER TO INSTALL THE PROPOSED IMPROVEMENTS SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE PROJECT. ANY ADDITIONAL SOILS DATA NEEDED TO CONFIRM THE CONTRACTOR'S OPINIONS OF THE SUBSOIL CONDITIONS SHALL BE DONE AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL OBTAIN THE OWNER'S WRITTEN AUTHORIZATION TO ACCESS THE SITE TO CONDUCT A SUPPLEMENTAL SOILS INVESTIGATION.

42. ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE CONNECTED TO THE PROPOSED STORM SEWER OR EXTENDED TO OUTLET INTO A PROPOSED DRAINAGE WAY AS DETERMINED BY THE ENGINEER. IF THIS CANNOT BE ACCOMPLISHED, THEN IT SHALL BE REPAIRED WITH NEW PIPE OF SIMILAR SIZE AND MATERIAL TO THE ORIGINAL LINE AND PUT IN ACCEPTABLE OPERATIONAL CONDITION. A RECORD OF THE LOCATION OF ALL FIELD TILE FOR ON-SITE DRAIN PIPE ENCOUNTERED SHALL BE KEPT BY THE SUBCONTRACTOR AND SUBMITTED TO THE ENGINEER UPON COMPLETION OF THE PROJECT. ALL FIELD TILE REPAIRS SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE PROVIDED.

43. THE ENGINEER AND OWNER ARE NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, TIME OF PERFORMANCE, PROGRAMS OR FOR ANY SAFETY PRECAUTIONS USED BY THE CONTRACTOR. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR EXECUTION OF HIS/HER WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS.

LEGEND

EXISTING	PROPOSED

DESCRIPTION
RIGHT-OF-WAY LINE
PROPERTY LINE (EXTERIOR)
LOT LINE (INTERIOR)
EASEMENT LINE
FENCE LINE
CENTERLINE
PROPERTY CORNER
CONTOUR
CURB & GUTTER
DEPRESSED CURB & GUTTER
REVERSE PITCHED CURB
SPOT ELEVATION
TOP OF CURB ELEVATION
EDGE OF PAVEMENT ELEVATION
UTILITY STUB
SANITARY SEWER
SANITARY FORCE MAIN
STORM SEWER
WATER MAIN
GAS MAIN
UNDERGROUND TELEPHONE & ELECTRIC DUCT BANK
BURIED CABLE-ELECTRIC
BURIED CABLE-TELEPHONE
ATLAS LOCATED UTILITY
UTILITY STRUCTURE WITH CLOSED LID
CURB INLET
DRAINAGE STRUCTURE WITH OPEN LID
FIRE HYDRANT
VALVE IN VALVE BOX
GATE VALVE IN VALVE VAULT
POST INDICATOR VALVE
THRUST BLOCK
TREE
TREE LINE
CONCRETE HEADWALL
SUBMERGED HEADWALL
FLARED END SECTION (F.E.S.)
GUY WIRES
FLOOD LIGHT
UTILITY POLE
LIGHT STANDARD
TRAFFIC SIGNAL POLE
HAND HOLE
SOIL BORING
IRRIGATION HEADS
SIGN
TELEPHONE MANHOLE
MONITORING WELL
TELEPHONE PEDESTAL
TRANSFORMER PAD
UTILITY TO BE ABANDONED
FEATURE TO BE REMOVED
STORMWATER FLOW DIRECTION
STORMWATER OVERFLOW ROUTE
DITCH CHECK
INLET FILTER BASKET
RIP RAP
BOLLARD
SILT FENCE OR SILT SOCK
WATER MAIN PROTECTION
TRENCH BACKFILL
UTILITY CROSSING LABEL
GUARDRAIL
RAILROAD TRACKS
RETAINING WALL
REVISION DELINEATION
CONSTRUCTION LIMIT LINE
TREE PROTECTION FENCE

ABBREVIATIONS

A	ARC LENGTH
B-B	BACK TO BACK OF CURB
B/C	BACK OF CURB
BLDG	BUILDING
BM	BENCHMARK
B/P	BOTTOM OF PIPE
BV/VV	BUTTERFLY VALVE IN VALVE VAULT
C & G	CURB AND GUTTER
CB	CATCH BASIN
CL	CENTERLINE
CL	CLOSED LID
CO	CLEAN OUT
DIP	DUCTILE IRON PIPE
DIA	DIAMETER
DIWM	DUCTILE IRON WATER MAIN
DWG	DRAWING
E	EAST OR ELECTRIC OR EDGE
EJ	EXPANSION JOINT
ELEV	ELEVATION
E/P	EDGE OF PAVEMENT
EX	EXISTING
F & CL	FRAME & CLOSED LID
F & G	FRAME & GRATE
F & OL	FRAME & OPEN LID
FES	FLARED END SECTION
F-F	FACE TO FACE OF CURB
FF	FINISHED FLOOR
F/G	FINISHED GRADE
FH	FIRE HYDRANT
F/L	FLOW LINE
G	GAS LINE
GV/VB	GATE VALVE IN VALVE BOX
GV/VV	GATE VALVE IN VALVE VAULT
HDCP	HANDICAP
HDPE	HIGH DENSITY POLYETHYLENE PIPE
HDW	HEADWALL
HOR	HORIZONTAL
HP	HIGH POINT
HWL	HIGH WATER LEVEL
IE	INVERT ELEVATION
IN	INLET
LF	LINEAL FEET
LP	LOW POINT OR LIGHT POLE
L	LEFT
ME	MATCH EXISTING
MH	MANHOLE
MW	MONITORING WELL
N	NORTH
NIC	NOT IN CONTRACT / NOT INCLUDED
NWL	NORMAL WATER LEVEL
OC	ON CENTER
OL	OPEN LID
PC	POINT OF CURVATURE
PCC	PORTLAND CEMENT CONCRETE OR POINT OF COMPOUND CURVE
PGL	PROFILE GRADE LINE
PHDPE	PERFORATED HIGH DENSITY POLYETHYLENE PIPE
PI	POINT OF INTERSECTION
PL	PROPERTY LINE
PP	POWER POLE
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
PUE	PUBLIC UTILITY EASEMENT
PVC	POINT OF VERTICAL CURVATURE OR POLYVINYL CHLORIDE PIPE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENCY
R	RADIUS OR RIGHT
RCP	REINFORCED CONCRETE PIPE
ROW	RIGHT OF WAY
S	SLOPE OR SOUTH
SAN	SANITARY
SF	SILTATION FENCE
SFM	SANITARY FORCE MAIN
SHT	SHEET
SHW	SUBMERGED HEADWALL
SMH	SANITARY MANHOLE
STA	STATION
ST	STORM STRUCTURE OR STORM SEWER
STMH	STORM MANHOLE
T	TANGENT LENGTH OR TELEPHONE
T/C	TOP OF CURB
T/P	TOP OF PIPE
T/W	TOP OF WALL
TY	TYPE
TYP	TYPICAL
UP	UTILITY POLE
VC	VERTICAL CURVE
VERT	VERTICAL
VCP	VITRIFIED CLAY PIPE
W	WEST
WM	WATER MAIN

 7325 James Avenue Woodridge, IL 60517 630.724.9200 phone www.v3co.com	GENERAL NOTES, LEGEND, AND ABBREVIATIONS				OAK BROOK COMMONS LOT G				OAK BROOK ILLINOIS			
	PROJECT NO.: 18203.G				ORIGINAL ISSUE DATE: 11-21-2024				REVISIONS			
	NO.		DATE		DESCRIPTION		NO.		DATE		DESCRIPTION	
PROJECT MANAGER: JB				DESIGNED BY: JB				DRAWN BY: KS				

SPECIFICATIONS

EARTHWORK

1.

THE GRADING OPERATIONS ARE TO BE INSPECTED BY A THIRD PARTY SOILS ENGINEER. THE CONTRACTOR'S REPRESENTATIVE MUST BE NOTIFIED PRIOR TO ANY UNSUITABLE SOIL REMOVAL AND MUST APPROVE, IN WRITING, ANY REMEDIATION. BOTH THE CONTRACTOR AND SOILS ENGINEER MUST BE PRESENT DURING REMEDIATION.
2.

THE PROPOSED GRADING ELEVATIONS SHOWN ON THE PLANS ARE FINISH GRADE. A MINIMUM OF 6 INCHES OF TOPSOIL IS TO BE PLACED BEFORE FINISH GRADE ELEVATIONS ARE ACHIEVED, UNLESS OTHERWISE NOTED. AREAS IN DETENTION FACILITIES NOTED TO BE ESTABLISHED WITH NATIVE VEGETATION SHALL REQUIRE A MINIMUM OF 12 INCHES OF TOPSOIL. REFER TO PLANTING PLANS TO VERIFY TOPSOIL THICKNESS REQUIREMENTS.
3.

THE SURFACE VEGETATION, TOPSOIL, TRANSITIONAL MATERIAL, AND ANY OBVIOUSLY SOFT UNDERLYING SOIL SHALL BE STRIPPED FROM ALL AREAS TO RECEIVE STRUCTURAL FILL. IF THE UNDERLYING SUBGRADE IS FOUND TO BE UNSUITABLE FOR PROPER COMPACTION, CONTRACTOR TO CONSULT WITH SOILS ENGINEER PRIOR TO REMEDIATION.
4.

EMBANKMENT MATERIAL WITHIN ROADWAY, DRIVEWAY, BUILDING AND OTHER STRUCTURAL CLAY FILL AREAS SHALL BE COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM SPECIFICATION D1557 (MODIFIED PROCTOR METHOD), OR TO SUCH OTHER DENSITY AS MAY BE DETERMINED APPROPRIATE BY THE SOILS ENGINEER, THE AUTHORITY HAVING JURISDICTION, AND THE CONTRACTOR.
5.

ALL PAVEMENT SUBGRADE SHALL MEET THE REQUIREMENTS DETERMINED BY THE SOILS ENGINEER AND DOCUMENTED IN THE GEOTECHNICAL REPORT. IF AREAS OF PAVEMENT SUBGRADE ARE ENCOUNTERED WHICH DO NOT MEET THESE REQUIREMENTS, SUBGRADE REPLACEMENT OR PAVEMENT DESIGN REVISIONS SHALL BE PROVIDED WHICH ARE ADEQUATE TO OBTAIN EQUIVALENT PAVEMENT STRENGTH AS DETERMINED BY THE ENGINEER, SOILS ENGINEER, AND THE AUTHORITY HAVING JURISDICTION.
6.

COMPLETED GRADING (FINISHED FINE GRADE) FOR PROPOSED PAVEMENT SUBGRADE AREAS, BUILDING PADS, AND OPEN SPACE AREAS SHALL BE WITHIN A 0.1' TOLERANCE OF DESIGN SUBGRADE.
7.

THE SUBGRADE FOR PROPOSED STREET, PAVEMENT, AND PAD AREAS SHALL BE PROOF-ROLLED BY THE SUBCONTRACTOR IN THE PRESENCE OF THE JURISDICTIONAL INSPECTOR, CONTRACTOR, AND SOILS ENGINEER.
8.

BORROW PIT LOCATION(S) SHALL BE APPROVED BY THE OWNER, ENGINEER, AND GEOTECHNICAL ENGINEER.

SANITARY SEWER

1.

SANITARY SEWERS SHALL BE CONSTRUCTED OF THE FOLLOWING MATERIALS AS SPECIFIED ON THE PLANS:

a.

POLYVINYL CHLORIDE PLASTIC SEWER PIPE (PVC) CONFORMING TO ASTM D2241 WITH AN SDR OF 26 WITH ELASTOMETRIC GASKET JOINTS CONFORMING TO ASTM D3139.

b.

DUCTILE IRON PIPE, CLASS 52, CONFORMING TO ANSI A21.51 (AWWA C151) WITH JOINTS CONFORMING TO ANSI 21-11 (AWWA C-111).
2.

MANHOLES SHALL BE PRECAST CONCRETE STRUCTURES, WITH APPROPRIATE FRAME AND LIDS (SEE CONSTRUCTION DETAIL SHEETS). LIDS SHALL BE IMPRINTED "SEWER".
3.

ALL SANITARY SEWERS SHALL BE TESTED FOR EITHER INFILTRATION OR EXFILTRATION OF AIR UNDER PRESSURE, AND FOR DEFLECTION OF FLEXIBLE THERMOPLASTIC PIPE AS DESCRIBED IN SECTION 31-1.12 OF THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, LATEST EDITION.
4.

ALL MANHOLES SHALL BE INSPECTED AND LEAKAGE TESTED FOR WATER TIGHTNESS IN ACCORDANCE WITH ASTM C 969-94 OR ASTM C 1244-93, PRIOR TO BEING PLACED INTO SERVICE.
5.

FLAGG CREEK WATER RECLAMATION DISTRICT SHALL BE NOTIFIED AT 630-323-3299 AT LEAST 48 HOURS PRIOR TO ANY SANITARY SEWER INSTALLATION.
6.

ALL SANITARY SEWER SHALL BE TESTED FOR ACCEPTANCE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS. CONTRACTOR SHALL VERIFY THAT THE TESTING METHODS DESIGNATED HEREIN ARE ACCEPTABLE TO LOCAL AUTHORITIES HAVING JURISDICTION OVER THIS PROJECT. IF THE LOCAL JURISDICTION HAS MORE STRINGENT TESTING REQUIREMENTS THE CONTRACTOR SHALL ADHERE TO THE MORE STRINGENT REQUIREMENTS. THE COST SHALL BE INCIDENTAL TO THE CONTRACT.

WATERMAIN DISTRIBUTION SYSTEM

1.

WATER MAIN SHALL BE CONSTRUCTED OF THE FOLLOWING MATERIAL AS SPECIFIED ON THE PLANS:

a.

DUCTILE IRON PIPE, CLASS 52 CONFORMING TO ANSI A21.51, AWWA C-151 WITH CEMENT LINING CONFORMING TO ANSI A21.4, AWWA C-104 AND PUSH-ON JOINTS CONFORMING TO ANSI A21.11, AWWA C-111. ALL DUCTILE IRON PIPE SHALL BE WRAPPED IN POLYETHYLENE IN ACCORDANCE WITH AWWA C-105.

- b.

POLYVINYL CHLORIDE PIPE, PVC CONFORMING TO ASTM C-900, WITH ELASTOMETRIC GASKET JOINTS CONFORMING TO ASTM D3139. TRACER WIRE SHALL BE PROVIDED OVER PVC WATERMAIN.
2.

MINIMUM COVER OVER WATER MAIN SHALL BE 5' - 6" FROM FINISHED GRADE TO TOP OF PIPE.
3.

VALVE VAULTS SHALL BE USED AT ALL VALVE LOCATIONS WHERE WATER MAIN IS 8" DIAMETER OR LARGER. VAULTS SHALL BE PRECAST CONCRETE STRUCTURES, WITH APPROPRIATE FRAME AND LIDS (SEE CONSTRUCTION DETAIL SHEETS). LIDS SHALL BE IMPRINTED "WATER".
4.

THRUST BLOCKING OR RESTRAINED JOINTS SHALL BE INSTALLED ON WATER MAINS AT ALL BENDS, TEES, ELBOWS, ETC. AS REQUIRED BY THE AUTHORITY HAVING JURISDICTION. COST OF SAME SHALL BE INCIDENTAL TO THE UNIT PRICE FOR PIPE INSTALLED.
5.

WATER MAIN FITTINGS (BENDS, ELBOWS, TEES, INCREASES, REDUCERS, ETC.) MAY OR MAY NOT BE SPECIFICALLY REFERENCED ON THE CONSTRUCTION PLANS. THEY ARE TO BE CONSIDERED AS INCIDENTAL AND INCLUDED IN THE LINEAL FOOTAGE COST OF THE WATER MAIN.
6.

ALL WATER LINES ARE TO BE PRESSURE TESTED AND CHLORINATED PER THE REQUIREMENTS OF THE MUNICIPALITY AND THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY.
7.

TRACER WIRE SHALL BE #8 AWG COPPER CLAD STEEL WITH BLUE INSULATION. WIRES SHALL CONNECT WITH THREE-WAY LOCKABLE WIRE CONNECTORS. ALL TRACER WIRE TERMINATION POINTS MUST EXTEND 3 FT INTO AUXILIARY VALVE BOX. TRACER WIRE MUST BE PROPERLY GROUNDED.

STORM SEWER

1.

STORM SEWERS SHALL BE CONSTRUCTED OF THE FOLLOWING MATERIALS AS SPECIFIED ON THE PLANS:

A.

REINFORCED CONCRETE PIPE (RCP) IN CONFORMANCE WITH IDOT STANDARD SPECIFICATIONS DETERMINATION FOR PIPE CLASS, AND CONFORMING TO ASTM C76. ALL STORM SEWER SHALL HAVE GASKETED JOINTS CONFORMING TO ASTM C-361, UNLESS OTHERWISE NOTED.

B.

POLYVINYL CHLORIDE PLASTIC SEWER PIPE (PVC) CONFORMING TO ASTM D3034 WITH ELASTOMERIC GASKETED JOINTS CONFORMING TO ASTM D3212.

C.

HIGH DENSITY POLYETHYLENE PIPE, HDPE, CONFORMING TO ASTM D3350 WITH ELASTOMERIC JOINTS CONFORMING TO ASTM D3212.

D.

DUCTILE IRON PIPE, CLASS 52, CONFORMING TO ANSI A21.51 (AWWA C151) WITH JOINTS CONFORMING TO ANSI 21-11 (AWWA C-111).
2.

STORM SEWER STRUCTURES SHALL BE PRECAST OF THE TYPE AND DIAMETER AS SPECIFIED IN THE PLANS WITH APPROPRIATE FRAME AND LIDS (SEE CONSTRUCTION DETAIL). LIDS SHALL BE IMPRINTED "STORM".

IEPA CROSSING REQUIREMENTS

1.

HORIZONTAL SEPARATION

A.

WATERMAINS SHALL BE LAID AT LEAST TEN FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED DRAIN, STORM SEWER, SANITARY SEWER OR SEWER SERVICE CONNECTION.

B.

WATERMAINS MAY BE LAID CLOSER THAN TEN FEET TO A SEWER LINE WHEN:

i.

LOCAL CONDITIONS PREVENT A LATERAL SEPARATION OF TEN FEET;

ii.

THE WATER MAIN INVERT IS AT LEAST EIGHTEEN INCHES ABOVE THE CROWN OF THE SEWER; AND

iii.

THE WATER MAIN IS EITHER IN A SEPARATE TRENCH OR IN THE SAME TRENCH ON AN UNDISTURBED EARTH SHELF LOCATED TO ONE SIDE OF THE SEWER.

C.

BOTH THE WATER MAIN AND DRAIN OR SEWER SHALL BE CONSTRUCTED OF SLIP-ON OR MECHANICAL JOINT CAST OR DUCTILE IRON PIPE, PRE STRESSED CONCRETE PIPE, OR PVC PIPE MEETING THE REQUIREMENTS OF SECTION 653.111 WHEN IT IS IMPOSSIBLE TO MEET (a) OR (B) ABOVE. THE DRAIN OR SEWER SHALL BE PRESSURE TESTED TO THE MAXIMUM EXPECTED SURCHARGE HEAD BEFORE BACKFILLING.
2.

VERTICAL SEPARATION

A.

A WATER MAIN SHALL BE LAID SO THAT ITS INVERT IS A MINIMUM OF 18 INCHES ABOVE THE CROWN OF THE DRAIN OR SEWER WHENEVER WATERMAINS CROSS STORM SEWERS, SANITARY SEWERS OR SEWER SERVICE CONNECTIONS. THE VERTICAL SEPARATION SHALL BE MAINTAINED FOR THAT PORTION OF THE WATERMAIN LOCATED WITHIN TEN FEET HORIZONTALLY OF ANY SEWER OR DRAIN CROSSED. A LENGTH OF WATERMAIN PIPE SHALL BE CENTERED OVER THE SEWER TO BE CROSSED WITH JOINTS EQUIDISTANT FROM THE SEWER OR DRAIN.

- B.

BOTH THE WATERMAIN AND SEWER SHALL BE CONSTRUCTED OF SLIP-ON OR MECHANICAL JOINT CAST OR DUCTILE IRON PIPE, PRESTRESSED CONCRETE PIPE, OR PVC PIPE MEETING REQUIREMENTS OF SECTION 653.111 WHEN:

i.

IT IS IMPOSSIBLE TO OBTAIN THE PROPER VERTICAL SEPARATION AS DESCRIBED IN (A) ABOVE; OR

ii.

THE WATER MAIN PASSES UNDER A SEWER DRAIN.

C.

A VERTICAL SEPARATION OF 18 INCHES BETWEEN THE INVERT OF THE SEWER OR DRAIN AND THE CROWN OF THE WATER MAIN SHALL BE MAINTAINED WHERE A WATERMAIN CROSSES UNDER A SEWER. SUPPORT THE SEWER OR DRAIN LINES TO PREVENT SETTLING AND BREAKING THE WATER MAIN.
- D.

CONSTRUCTION SHALL EXTEND ON EACH SIDE OF THE CROSSING UNTIL THE NORMAL DISTANCE FROM THE WATERMAIN TO THE SEWER OR DRAIN LINE IS AT LEAST TEN FEET.
- PAVING
1.

BASE COURSE SHALL BE AGGREGATE BASE COURSE, CONFORMING TO IDOT STANDARD SPECIFICATIONS (SEE PLANS FOR THICKNESS).

2.

SURFACE COURSE AND BINDER COURSE SHALL BE HOT-MIX ASPHALT (HMA) CONFORMING TO IDOT STANDARD SPECIFICATIONS (SEE PLANS FOR THICKNESS).

3.

CURB & GUTTER AND SIDEWALK SHALL BE CLASS SI PORTLAND CEMENT CONCRETE CONFORMING TO IDOT STANDARD SPECIFICATIONS.

4.

SUBGRADE SHALL BE FINISHED TO BE WITHIN 0.1 FEET OF DESIGN SUBGRADE ELEVATIONS BY THE EARTHWORK CONTRACTOR. FINE GRADING FOR PAVEMENTS AND SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE PAVING CONTRACTOR.

5.

AGGREGATE BASE COURSES SHALL BE PRIMED AT THE RATE OF 0.25 TO 0.50 GALLONS PER SQUARE YARD AND BRICK, CONCRETE, OR HMA BASES SHALL BE PRIMED AT THE RATE OF 0.05 TO 0.10 GALLONS PER SQUARE YARD WITH LIQUID ASPHALT CONFORMING TO THE IDOT STANDARD SPECIFICATIONS AND APPROPRIATE FOR PREVAILING WEATHER AND SITE CONDITIONS. PRIME COAT AND CLEANING THE EXISTING SURFACE SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT.

6.

PAVEMENT SHALL BE CONSTRUCTED ON A THOROUGHLY COMPACTED SUBGRADE MEETING THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND RECOMMENDATIONS OF THE GEOTECHNICAL CONSULTANT. PRIOR TO PLACEMENT OF THE NEW PAVEMENT, THE SUBGRADE SHALL BE PROOF ROLLED WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK (MINIMUM 20 TONS). PROOF ROLLING SHALL BE WITNESSED BY THE GEOTECHNICAL CONSULTANT.

7.

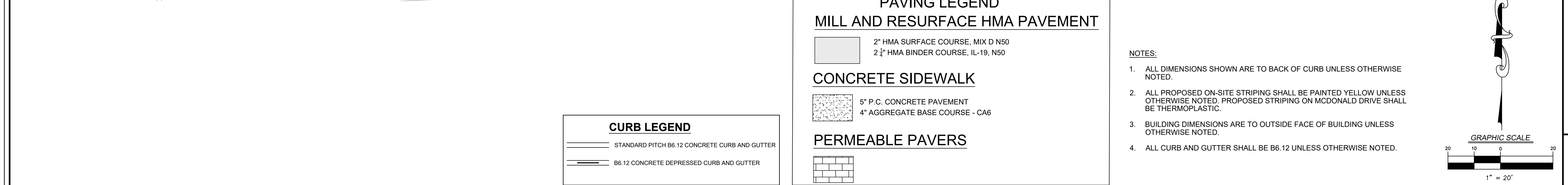
SIDEWALKS SHALL BE OF THE THICKNESS AND DIMENSIONS AS SHOWN IN THE CONSTRUCTION PLANS. CONTRACTION JOINTS SHALL BE SET AT 5' CENTERS AND ½ INCH PREMOLDED FIBER EXPANSION JOINTS SHALL BE SET AT 50' CENTERS AND WHERE THE SIDEWALK MEETS THE CURB, A BUILDING, OR AT THE END OF EACH POUR UNLESS OTHERWISE SHOWN ON THE LANDSCAPE PLANS. ALL SIDEWALKS CONSIDERED TO BE ACCESSIBLE ROUTES AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT (ADA) SHALL BE SUBJECT TO ILLINOIS ACCESSIBILITY CODE (IAC) REQUIREMENTS, UNLESS OTHERWISE NOTED.

8.

TESTING OF THE SUBBASE, BASE COURSE, BINDER COURSE, SURFACE COURSE, AND CONCRETE WORK SHALL BE REQUIRED IN ACCORDANCE WITH IDOT STANDARD SPECIFICATIONS AND IN ACCORDANCE WITH THE SPECIFIC REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION. OWNER TO PERFORM THE REQUIRED TESTS.

9.

ASPHALT JOINTS FOR BINDER AND SURFACE COURSES ARE TO BE STAGGERED.
- SPECIFICATIONS
- OAK BROOK COMMONS LOT G
- OAK BROOK
- ILLINOIS
- 7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
www.v3co.com
-
- DRAWING NO.
- C1.1
- PROJECT NO.: 18203 G
- PROJECT MANAGER: JB
- DESIGNED BY: JB
- DRAWN BY: KS
- ORIGINAL ISSUE DATE: 11-21-2024
- REVISIONS
- | NO. | DATE | DESCRIPTION |
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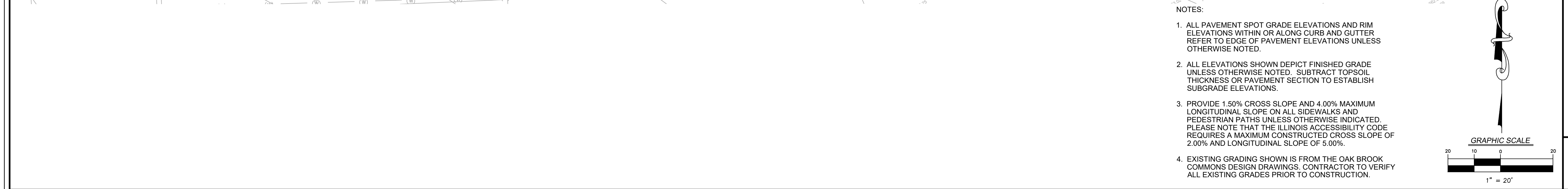
LAYOUT AND PAVING PLAN
OAK BROOK COMMONS LOT G
OAK BROOK ILLINOIS

7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
www.v3co.com

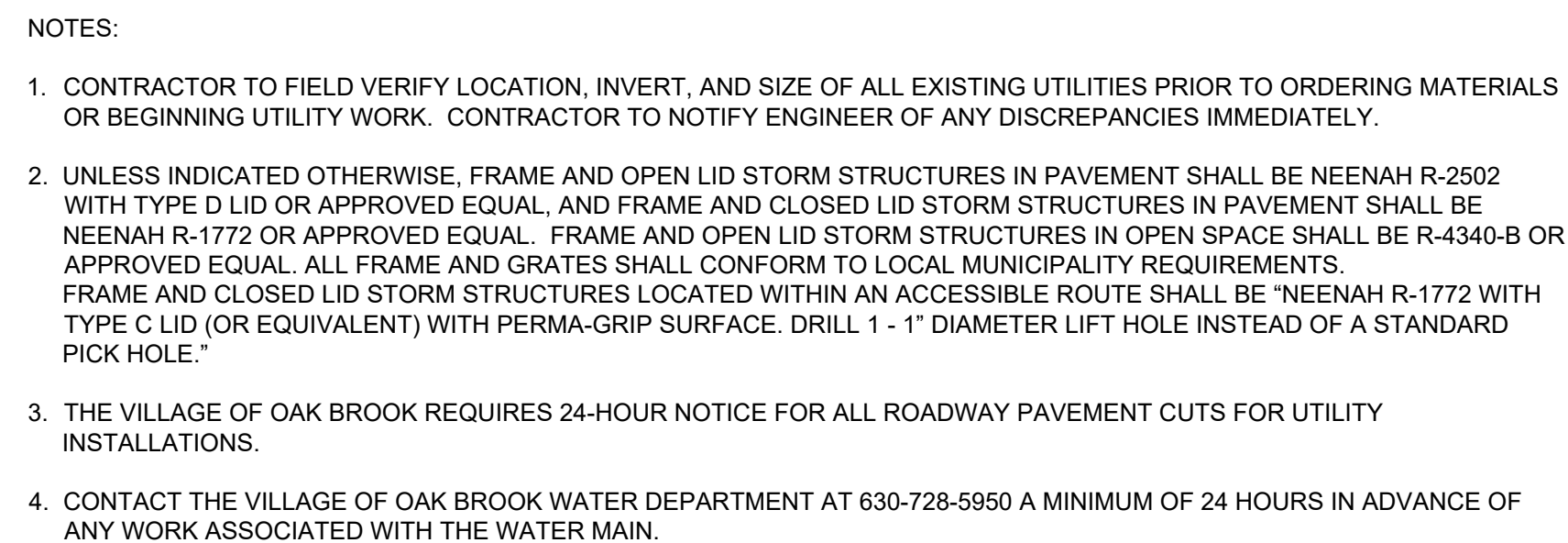


DRAWING NO.

C2.0



 7325 Janes Avenue Woodridge, IL 60517 630.724.9200 phone www.v3co.com	GRADING PLAN OAK BROOK COMMONS LOT G OAK BROOK ILLINOIS		162033.G		ORIGINAL ISSUE DATE: 11-21-2024				REVISIONS							
			PROJECT MANAGER: JB		NO.		DATE		DESCRIPTION		NO.		DATE		DESCRIPTION	
			DESIGNED BY: JB													
			DRAWN BY:													
			KS													
DRAWING NO.			C3.0													



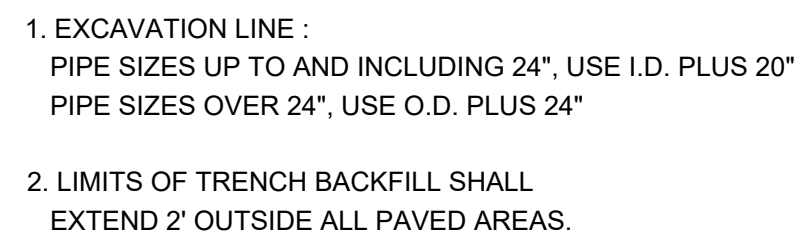
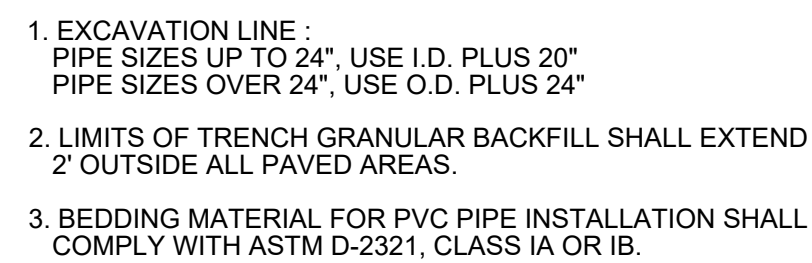
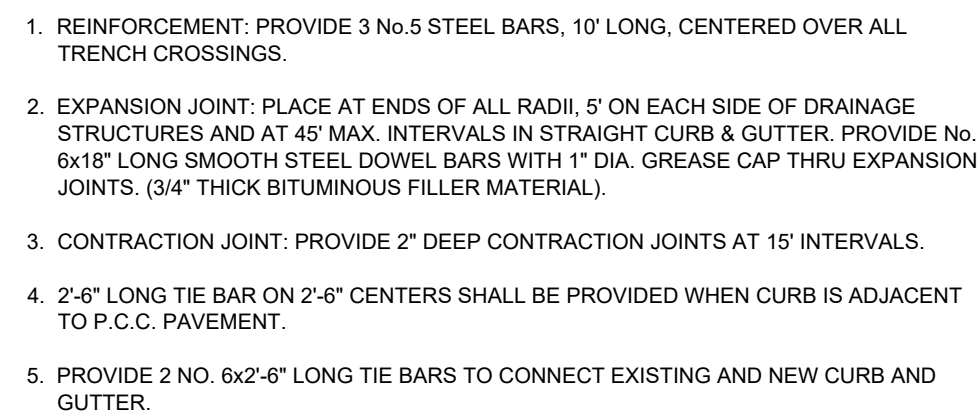
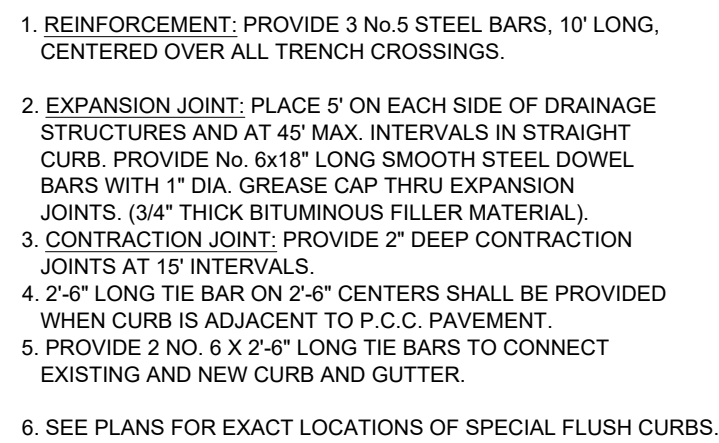
GRAPHIC SCALE

$1'' = 20'$

DRAWING NO.

C4.0

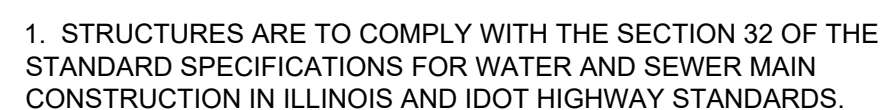
PROJECT NO:	40000 2	ORIGINAL ISSUE DATE: 11-21-2024	REVISIONS
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TRENCH BACKFILL SECTIONS FOR STORM SEWER



1. EXCAVATION LINE :
PIPE SIZES UP TO 24", USE I.D. PLUS 20"
PIPE SIZES OVER 24", USE O.D. PLUS 24"
2. LIMITS OF TRENCH GRANULAR BACKFILL SHALL EXTEND
2' OUTSIDE ALL PAVED AREAS.
3. BEDDING MATERIAL FOR PVC PIPE INSTALLATION SHALL
COMPLY WITH ASTM D-2321-89, CLASS 1A OR 1B.





November 21, 2024

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

RE: 1050 22nd Street | Final Plat of Resubdivision of Lot G in Oak Brook Commons

Dear Ms. Von Drasek:

We are in receipt of the review letter for the above noted project dated November 17, 2024, prepared by James Patterson of EZA Engineering PLLC. Below are our responses to the comments provided.

GENERAL COMMENTS

Comment 1: Title 14-3-3.C – It is our understanding that the Village and applicant wish to pursue the construction of a “looped” water main on Vista Drive from McDonald Drive to Commerce Drive. Written permission from Hines, the property owner of Oak Brook Commons Lot 4, will be required.

Response: The applicant has decided not to pursue a looped water main for the project. The existing 10” diameter water service will be used to service the proposed lots, with a new meter installed on the 10” water service in a meter pit along Vista Drive. Water services to the individual lots will be installed off the 10” water line, with landlord meters in the buildings. See the Preliminary Utility Plan.

Comment 2: Title 14-3-3. C.8 – Revise the Preliminary Utility Plan for the proposed location of the water main, water services, sanitary services, and roof drain connections.

Response: The Preliminary Utility Plan has been updated based on the comment and response above for the water services, as well as additional information for the sanitary services and storm sewer stubs for the roof drains.

Comment 3: Title 14-4-3 – Please note that the preliminary documentation recently submitted under the major amendment to the Oak Brook Commons subdivision Planned Development (Pad G) will serve as the Preliminary Plat. A response to this comment is not necessary.

Response: Noted.

Comment 4: Title 14-4-2. B.2 – Provide a full and detailed description of the land embraced in the plat. The legal description should include references to the Oak Brook Commons subdivision and recent corrections as well as their respective recording numbers. It appears the legal description found in the Surveyor's Certificate will suffice.

Response: The legal description of Lot G included in the Surveyor's Certificate on the Plat of Subdivision for Lot G is correct and includes the correct recording information based on the recent correction to the Oak Brook Commons Plat of Subdivision. This legal description was also provided to the Village as a Word document.

Comment 5: Title 14-4-2. C.2 – Grant public utility easements where necessary for the utilities referenced in comment #2 above (water main, water services, sanitary services, and roof drain connection).

Response: No new public utilities will be located on the subdivided Lot G, so no new public utility easements are being granted with the Lot G Plat of Subdivision. Based on the applicant's choice for the water services to Lot G, no new public utility easements are required on existing Lot 4 of Oak Brook Commons (the common area lot surrounding Lot G) for the water services. Sanitary and storm sewer services for Lot G are provided through Lot 4. Those services are covered by the Oak Brook Commons Declaration of Covenants, Conditions, Restrictions and Easements document, so no new PUE's are needed. If additional easements are required outside of Lot G, they will be granted via a separate Plat of Easement.

Comment 6: Title 14-4-2. D.1 – Revise the Owner's Certificate in accordance with the language found in Title 14-7-5. The statement regarding Declarations document may be kept in the certificate.

Response: Since there will be no ROW dedications or PUE dedications within Lot G, those 2 paragraphs of the Owner's Certificate have been left off. No revisions have been made to the Owner's Certificate.

Comment 7: Title 14-4-2. D.3 – This plat will not be approved by the Village Board and recorded prior to November 30, 2024. Therefore, please update the Professional Land Surveyor license expiration data accordingly.

Response: The date has been revised as noted.

Comment 8: Title 14-4-2. D.9 – Revise the title from Plan Commission Certificate to Planning & Zoning Commission Certificate. The certificate language shall be revised to read, "APPROVED BY THE PLANNING & ZONING COMMISSION OF THE VILLAGE OF OAK BROOK..."

Response: The certificate has been revised as noted.

Comment 9: Title 14-4-2. D.11 – Provide a line for the County Recorder to write the date of recording on.

Response: The County Recorded Certificate has been revised as noted.

Comment 10: Title 14-4-4. A – Provide a Subdivision Improvement Agreement (SIA) for the construction of the looped water main and any other utility improvements necessary to serve the three proposed lots instead of the existing lot.

Response: The water main will not be looped. An SIA will be provided for any other utility improvements needed to serve the 3 proposed lots.

Comment 11: Title 14-4-4-B – Please note a Subdivision Security will be required for the construction of any land improvements. The security shall be executed and provided to the Village prior to recording of the plat.

Response: Subdivision Security will be provided prior to recording of the Plat.

Please find enclosed our revised Plat of Subdivision and revised Preliminary Engineering Plans for your review and approval. If you have any questions, please do not hesitate to contact our office. Thank you.

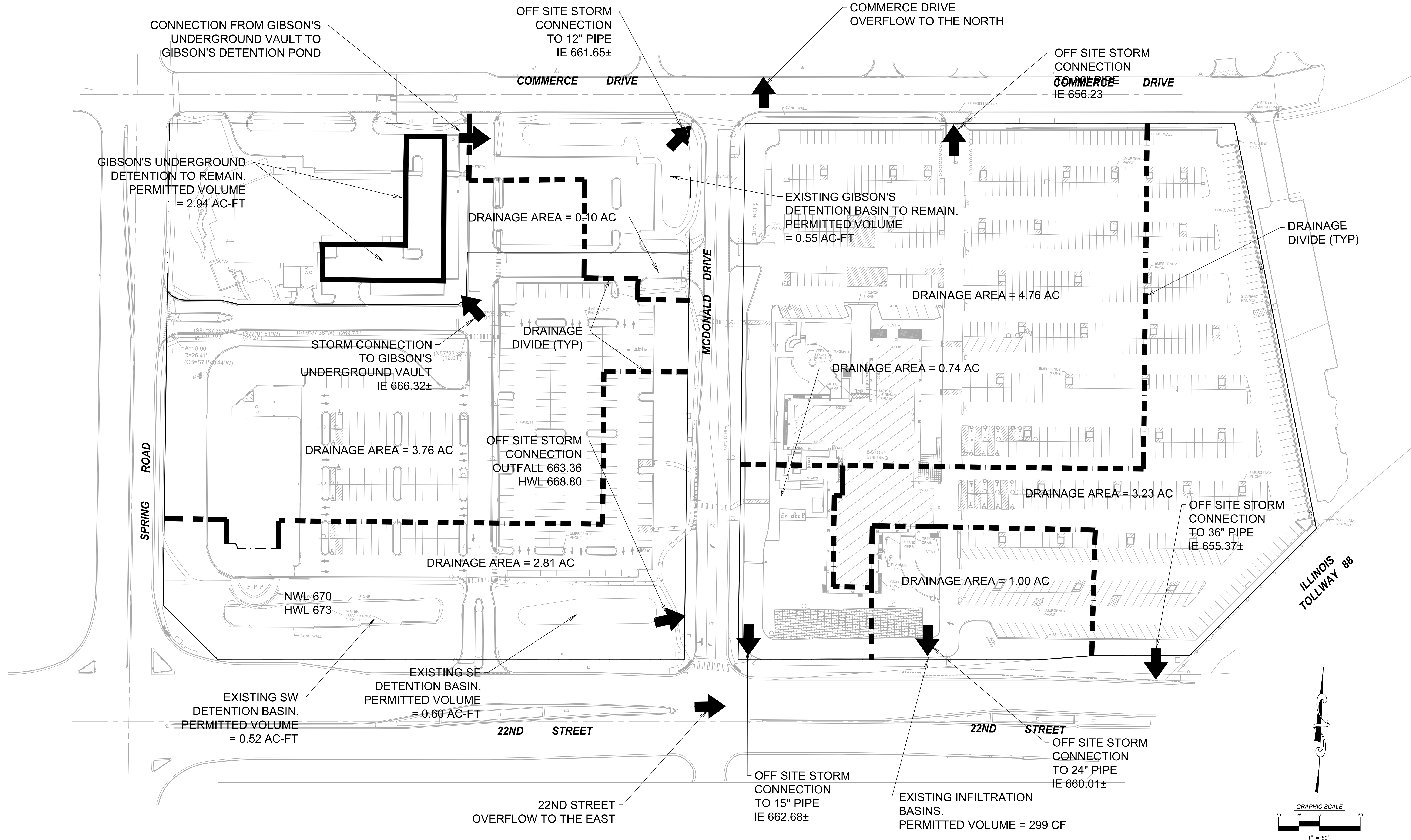
Sincerely,
V3 COMPANIES LTD,

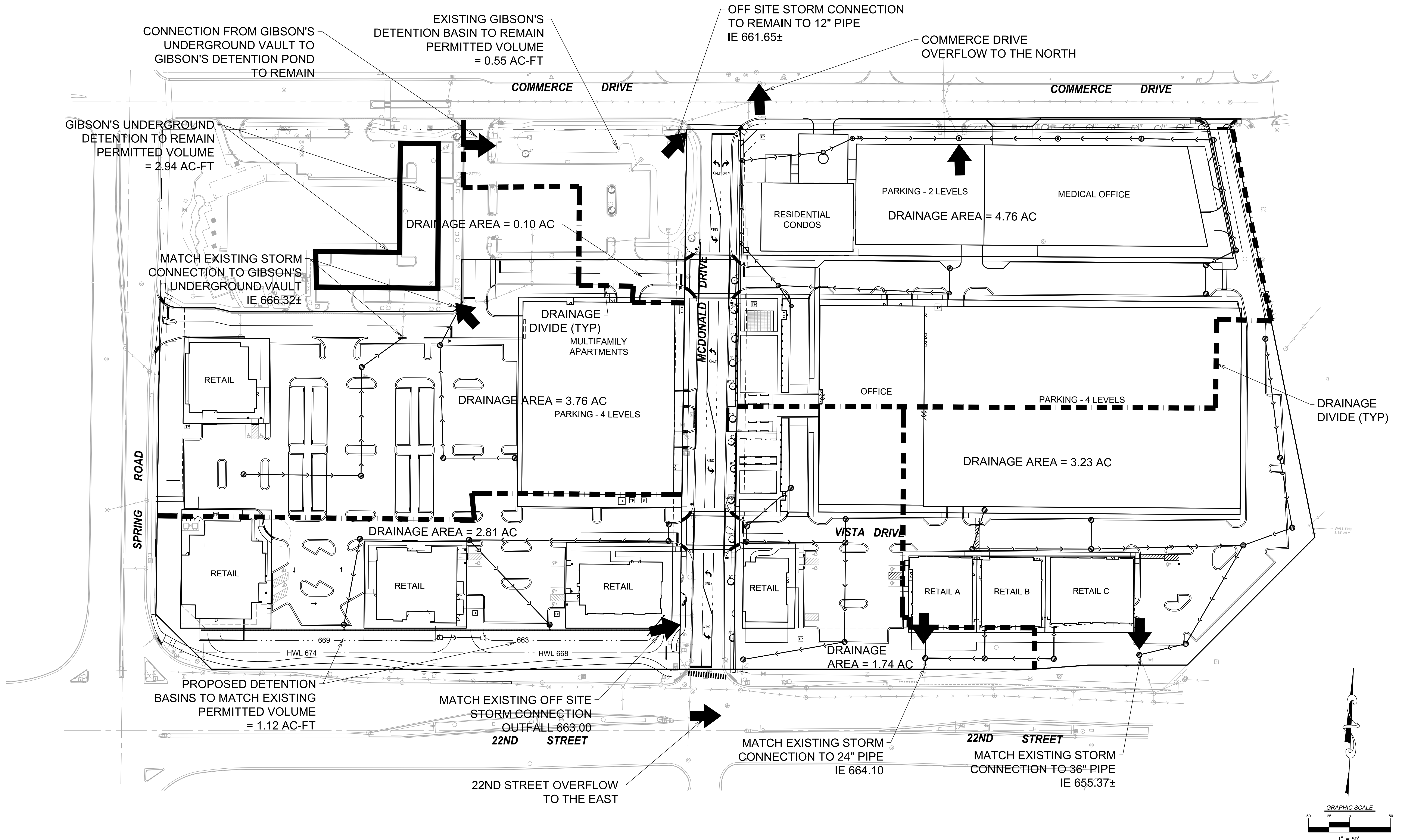
A handwritten signature in blue ink that reads "John R. Bown". The signature is fluid and cursive, with the first name "John" being the most prominent part.

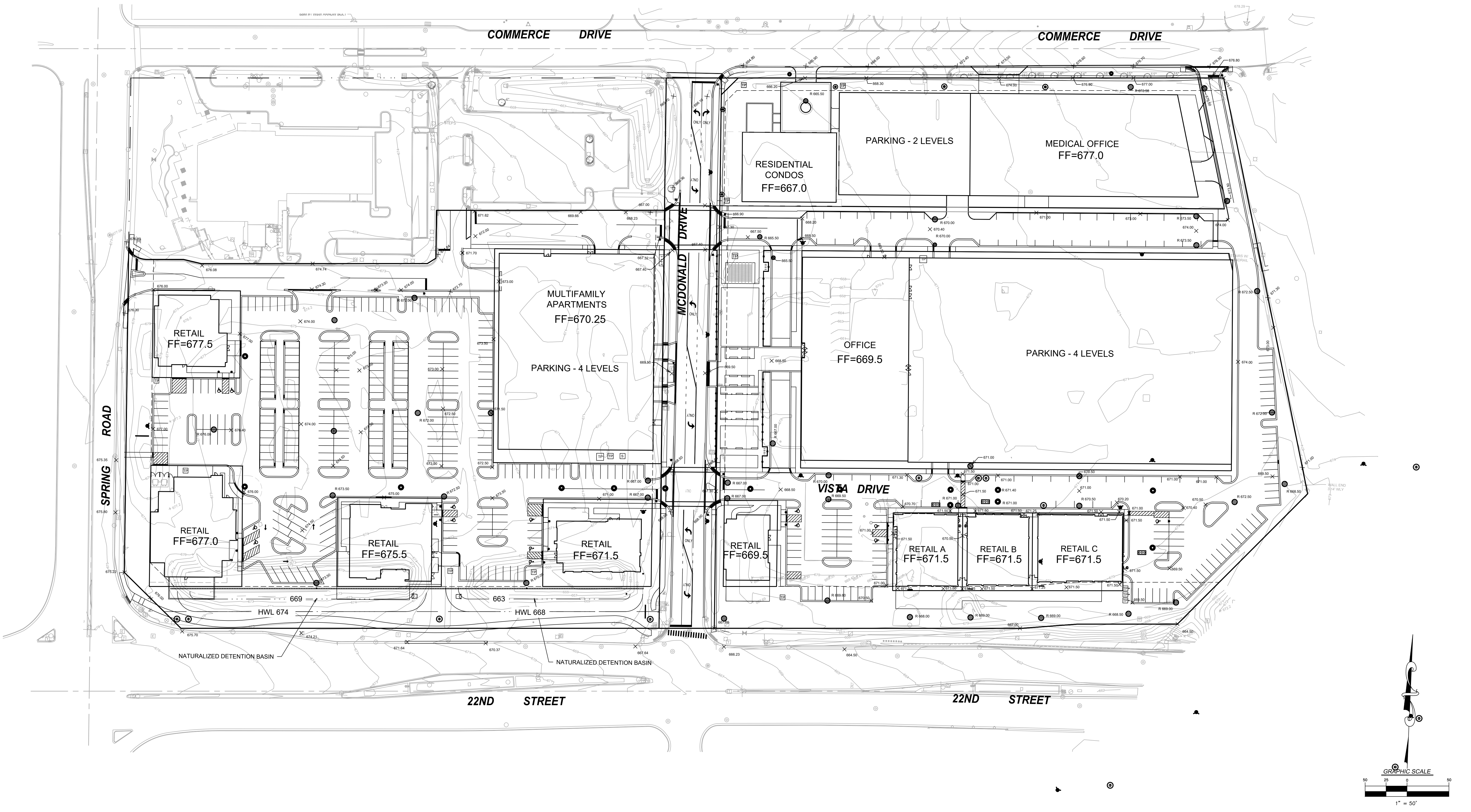
John R. Bown, P.E.
Senior Project Manager

Enclosures

cc: Mr. James Patterson – EZA
Michael Manzo – TM Real Estate Holdings LLC
Matthew Shoener – Aria Group
V3 File







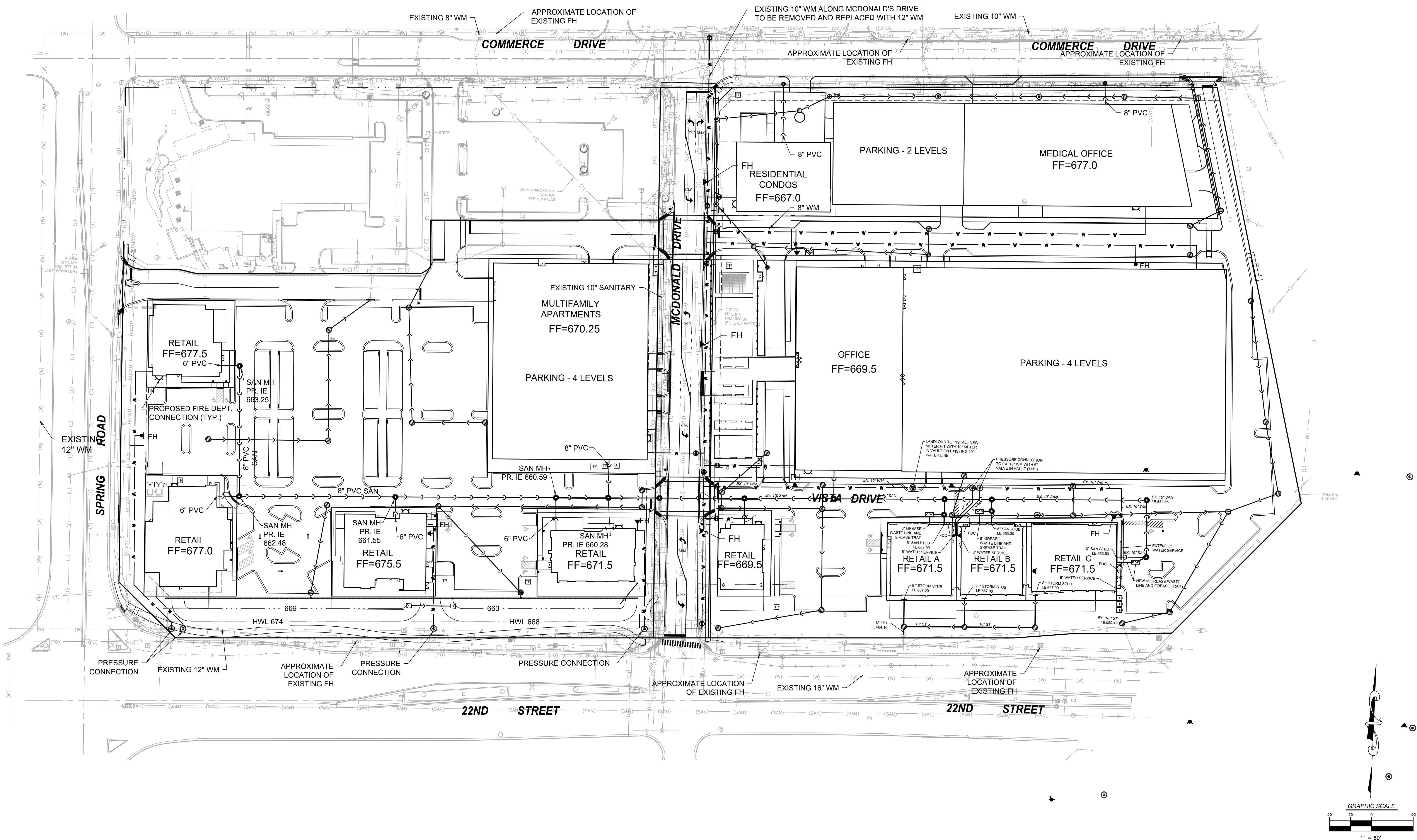
OAK BROOK COMMONS - PLANNED DEVELOPMENT SUBMISSION

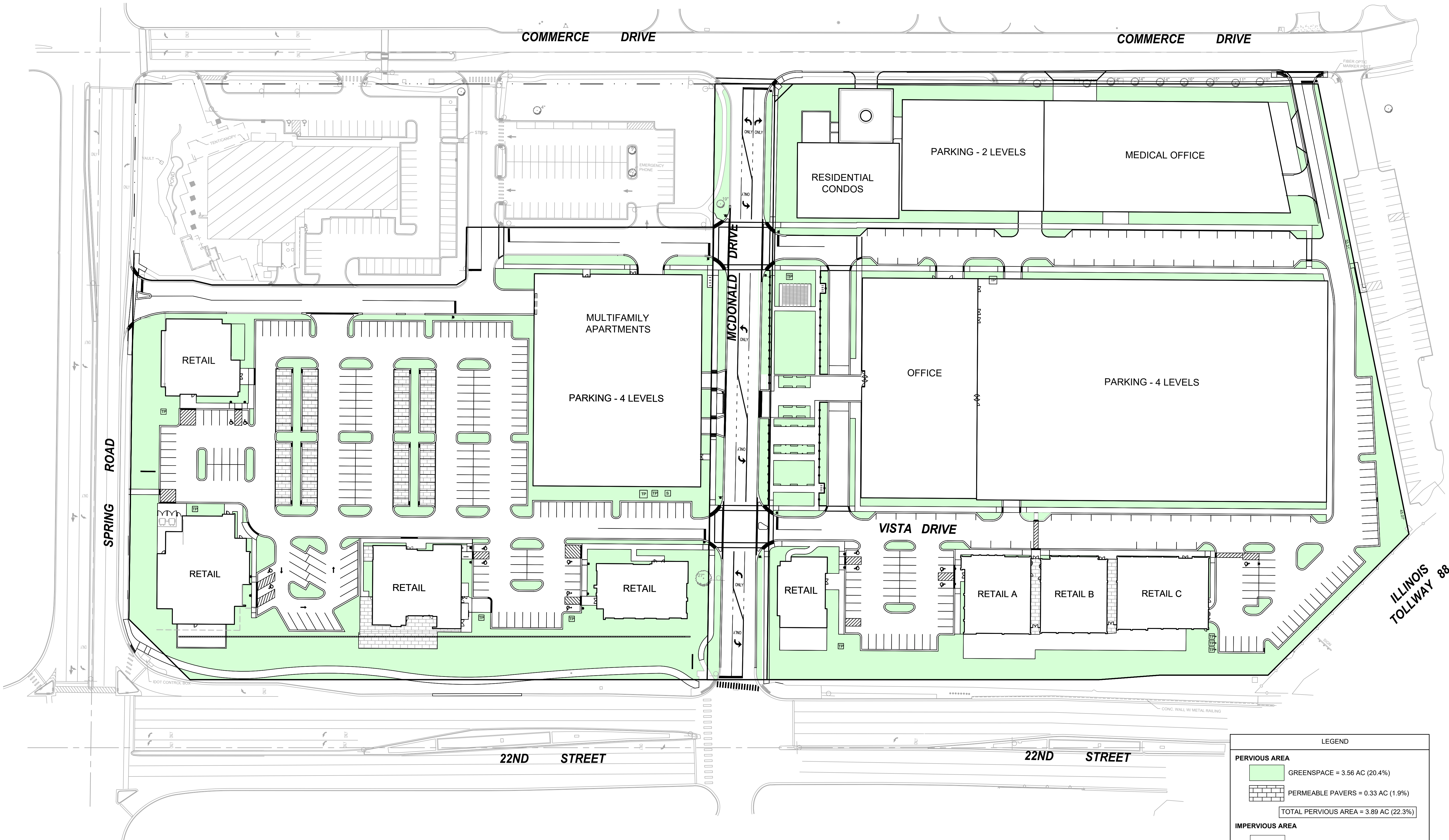
Preliminary Grading Plan

C3

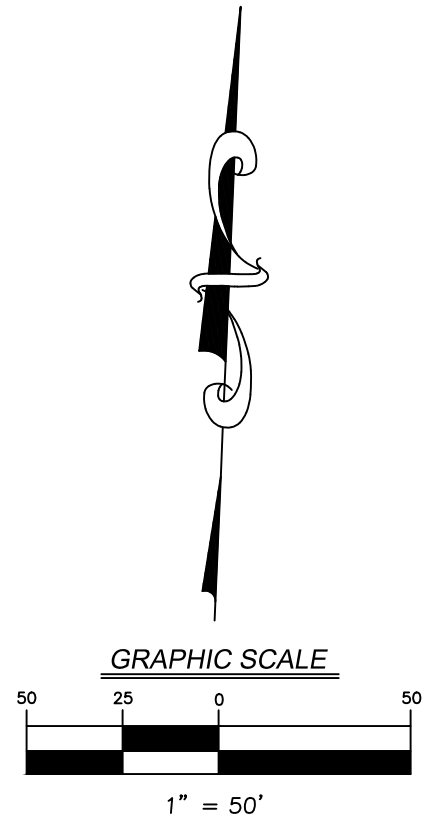
TM Real Estate Holdings LLC & Hines Developers Aria Group Architecture + Design V3 Companies Civil Engineers

Oak Brook, Illinois | November 21, 2024





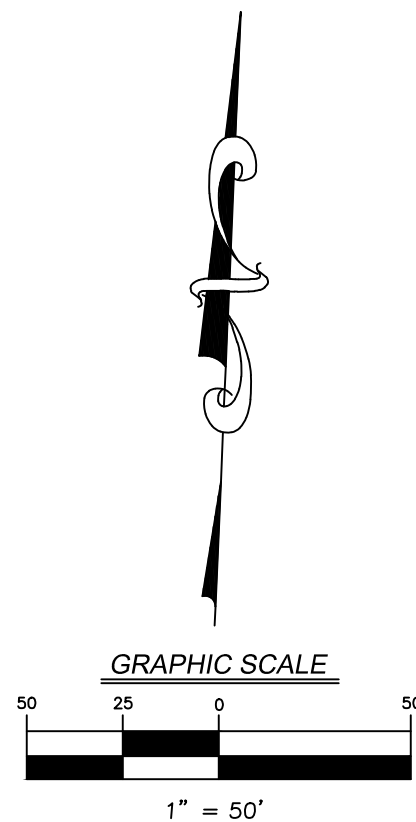
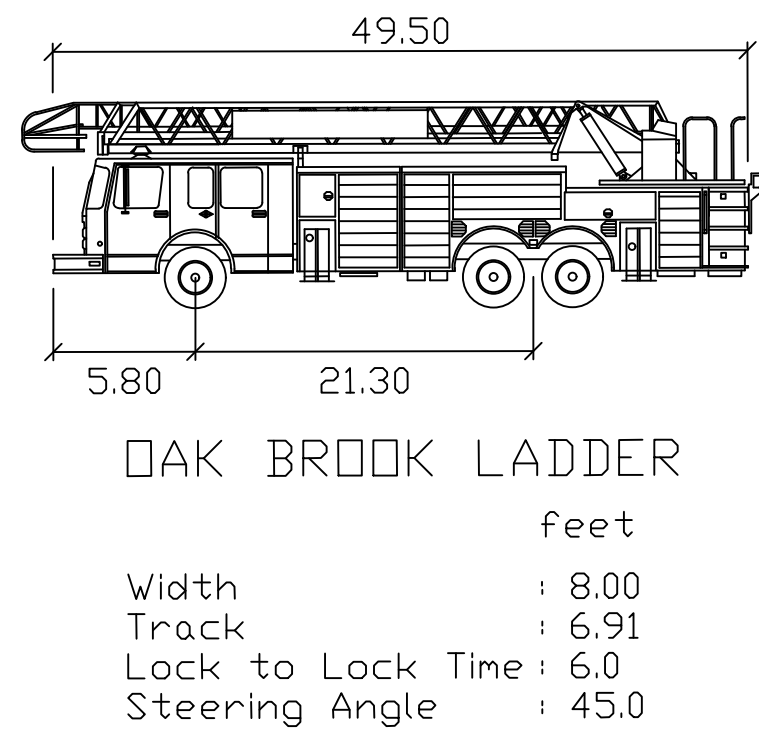
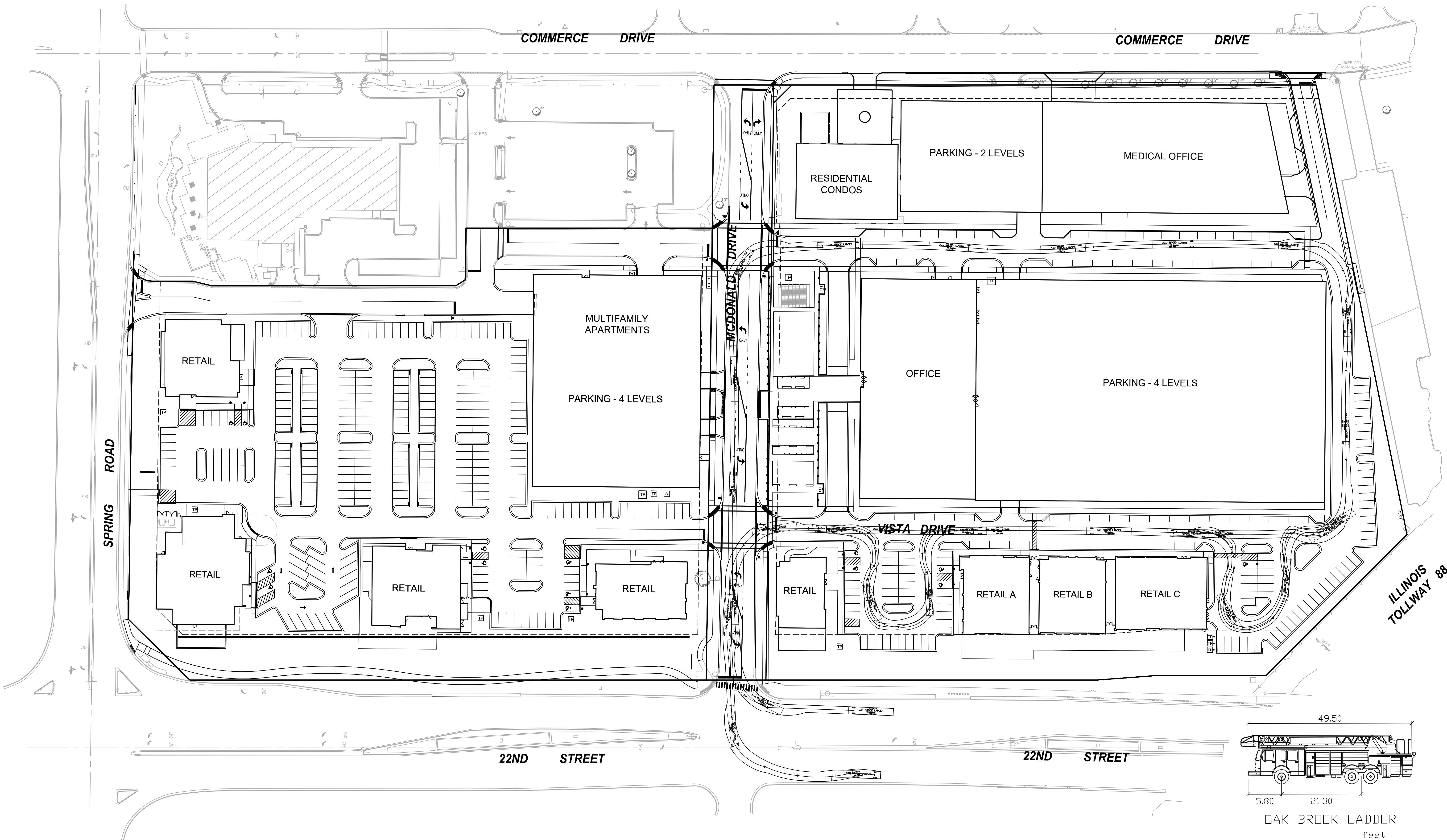
LEGEND	
PERVIOUS AREA	
	GREENSPACE = 3.56 AC (20.4%)
	PERMEABLE PAVERS = 0.33 AC (1.9%)
TOTAL PERVIOUS AREA = 3.89 AC (22.3%)	
IMPERVIOUS AREA	
	PAVEMENT/BUILDING = 13.58 AC (77.7%)
TOTAL IMPERVIOUS AREA = 13.58 AC (77.7%)	
PROJECT SITE CURVE NUMBER = 93	
PROJECT AREA = 17.47 AC	



OAK BROOK COMMONS - PLANNED DEVELOPMENT SUBMISSION

Preliminary Proposed Pervious Area Plan

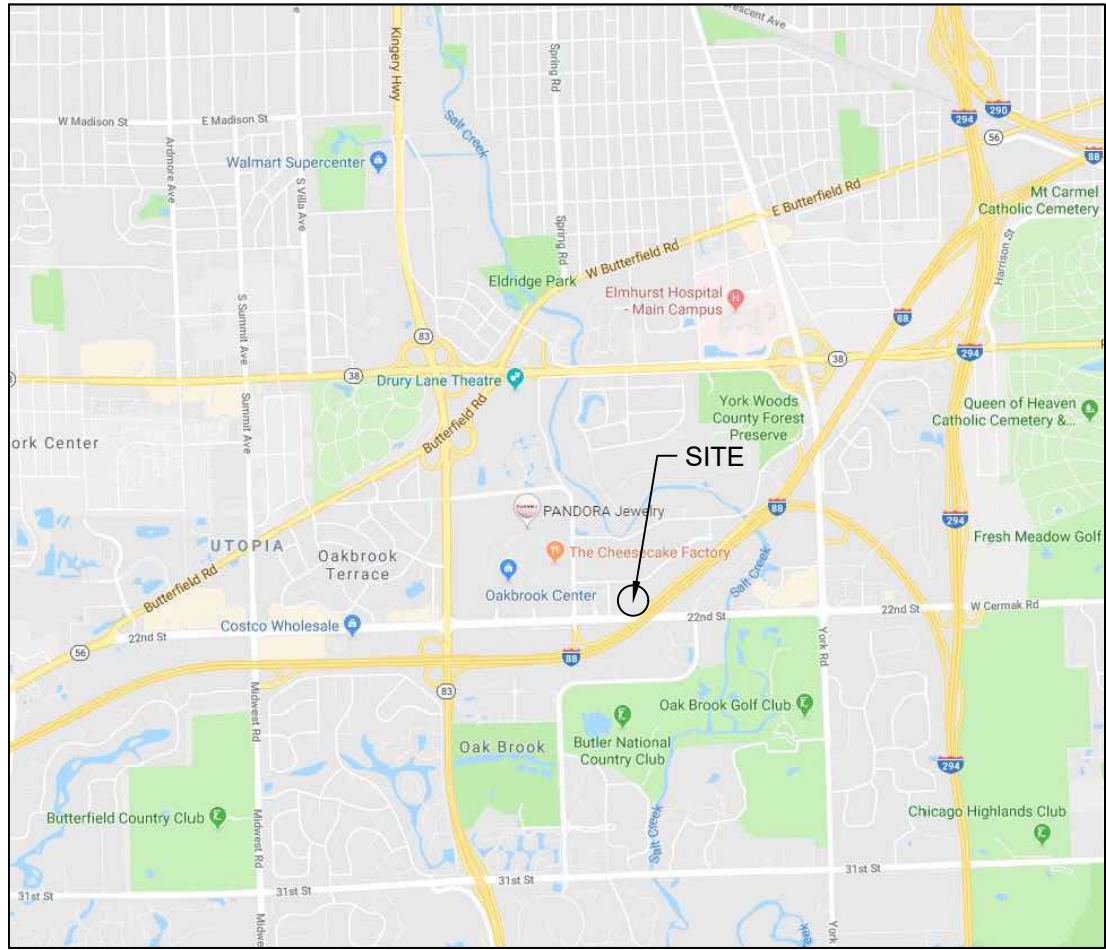
C6



OAK BROOK COMMONS - PLANNED DEVELOPMENT SUBMISSION

Preliminary Fire Truck Circulation Maneuverability Plan

C7-2



VICINITY MAP
NOT TO SCALE

P.I.N. 06-23-407-019

AREA

LOTS	Square Feet	Acres
LOT 1	7,707	0.1769
LOT 2	7,737	0.1776
LOT 3	10,062	0.2310
TOTAL	25,506	0.5855

OWNER/DEVELOPER

Hines
444 W. Lake Street, Ste 2400
Chicago, Illinois 60606
312 419 4702
Contact: Greg McHenry

SURVEYOR/ENGINEER

V3 Companies, Ltd.
7325 Janes Avenue
Woodridge, Illinois 60517
630 724 9200

Project Manager: Edward J. Murray, P.L.S.

NOTES

- ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. ARC DISTANCES ARE ALONG ALL CURVES.
- ONCE THE PLAT SHOWN HEREON IS RECORDED AND UPON COMPLETION OF CONSTRUCTION, 3/4" IRON PIPES WITH PLASTIC CAPS SHALL BE SET AT ALL LOT CORNERS AND CHANGES IN GEOMETRY, UNLESS SHOWN OTHERWISE.
- ACCESS TO ALL LOTS WILL BE HANDLED BY A DECLARATION DOCUMENT.
- A LISTING AND DESCRIPTION OF ALL REQUIRED IMPROVEMENTS AGREED UPON IN THE PLANNED DEVELOPMENT CAN BE FOUND UNDER VILLAGE ORDINANCE 2019-ZO-EX-PUD S-1668. THERE IS NOT A SUBDIVISION IMPROVEMENT AGREEMENT ASSOCIATED WITH THIS RESUBDIVISION.
- ALL PROTECTIVE COVENANTS AND EASEMENT PROVISIONS CAN BE FOUND ON EITHER SHEET 6 OF THE PLAT OF OAK BROOK COMMONS, OR THE "DECLARATIONS OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR OAK BROOK COMMONS" DOCUMENT.

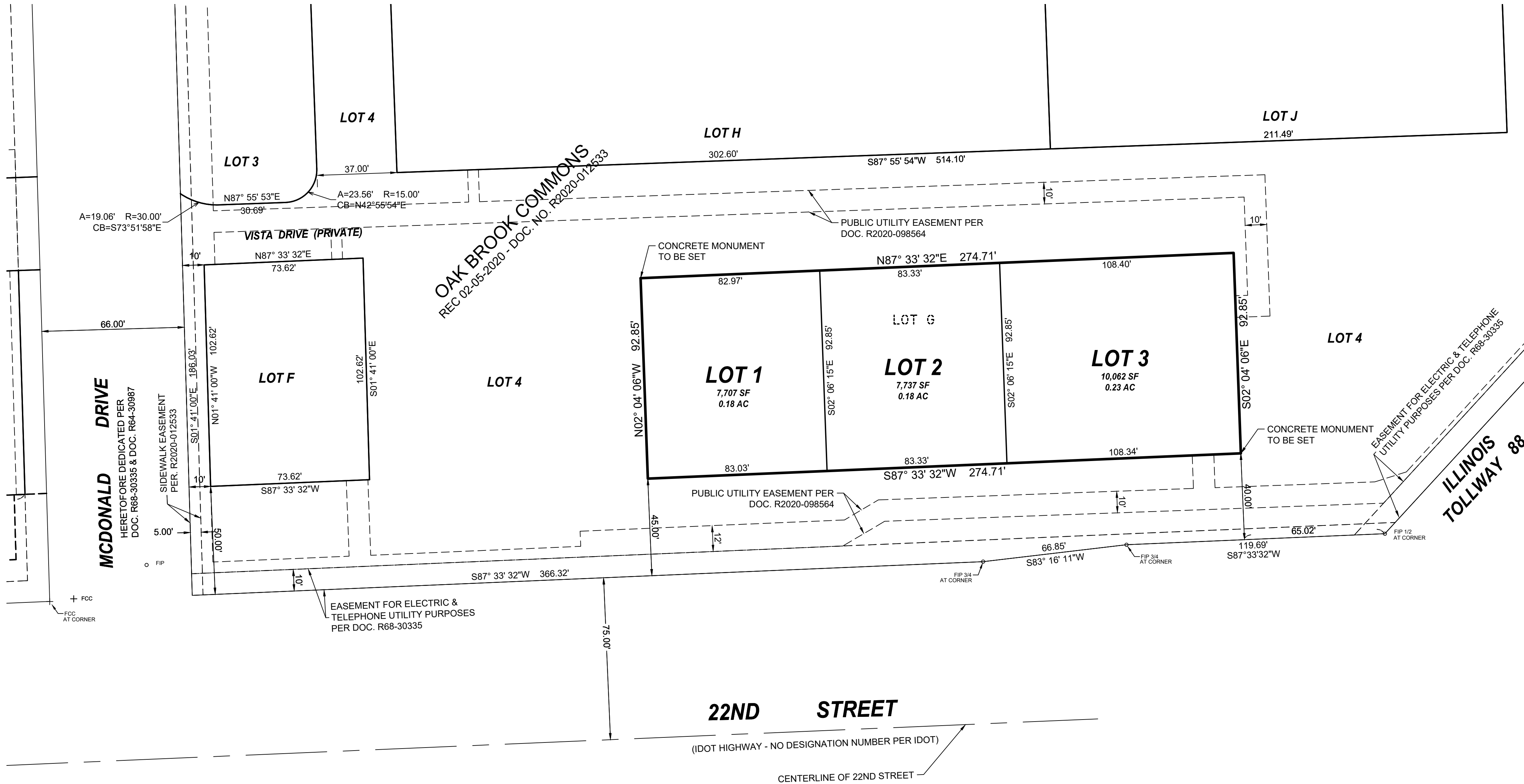
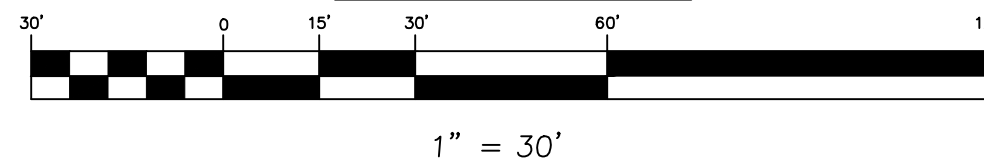
FINAL PLAT OF RESUBDIVISION
OF
LOT G IN OAK BROOK COMMONS
OAK BROOK, IL

BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 39
NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

BASIS OF BEARINGS

THE BASIS OF BEARINGS IS THE STATE PLANE
COORDINATE SYSTEM (SPCS) NAD 83 (2011) ZONE 1201
(ILLINOIS EAST) WITH PROJECT ORIGIN AT:
LATITUDE: 41-50-51.88377 N
LONGITUDE: 87-56-34.67333 W
ELLIPSOID HEIGHT: 557.336
GROUND SCALE FACTOR 1.0000386676
ALL MEASUREMENTS ARE ON THE GROUND.

GRAPHIC SCALE



LEGEND

- PROPERTY LINE
- EXISTING RIGHT-OF-WAY LINE
- PROPOSED RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- PROPOSED LOT LINE
- EXISTING CENTERLINE
- EXISTING EASEMENT LINE
- SECTION LINE
- SETBACK LINE
- FOUND IRON ROD
- FOUND CUT CROSS
- FOUND IRON PIPE
- SET IRON PIPE
- SET CONCRETE MONUMENT

ABBREVIATIONS

- N NORTH
- S SOUTH
- E EAST
- W WEST
- CB CHORD BEARING
- A ARC LENGTH
- R RADIUS



Engineers
Scientists
Surveyors

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

PREPARED FOR:

Hines
444 West Lake Street, Suite 2400
Chicago, IL 60606
312.419.4900

REVISIONS					
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1.	11/19/24	REVISED PER VILLAGE COMMENT			

FINAL PLAT OF RESUBDIVISION

LOT G IN OAK BROOK COMMONS - OAK BROOK, IL

DRAFTING COMPLETED:	10/19/24	DRAWN BY:	EJM	PROJECT MANAGER:	EJM
FIELD WORK COMPLETED:	N/A	CHECKED BY:	EJM	SCALE:	1" = 30'

Project No: 18203.G
Group No: VP04.1

SHEET NO.
1 of 2

FINAL PLAT OF RESUBDIVISION
OF
LOT G IN OAK BROOK COMMONS
OAK BROOK, IL

BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 39
NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF) SS

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

THE UNDERSIGNED WILL ALSO FOLLOW IN ACCORDANCE WITH THE "DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR OAK BROOK COMMONS" DOCUMENT.

DATED THIS DAY OF , A.D., 20 .

NAME

ADDRESS

NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF) SS

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

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

NOTARY PUBLIC

SCHOOL DISTRICT CERTIFICATE

THIS IS ALSO TO CERTIFY THAT I, AS OWNER OF THE PROPERTY DESCRIBED AS THE SUBDIVISION AND LEGALLY DESCRIBED ON THIS PLAT OF THE SAME NAME, HAVE DETERMINED TO THE BEST OF MY KNOWLEDGE, THE SCHOOL DISTRICT IN WHICH EACH OF THE FOLLOWING LOT(S) LIE:

LOT NUMBER(S) SCHOOL DISTRICT
ALL GRADE SCHOOL DISTRICT NO. 48
COMMUNITY HIGH SCHOOL DISTRICT NO. 88
COMMUNITY COLLEGE DISTRICT NO. 502

DATED THIS DAY OF , A.D., 20 .

NAME

ADDRESS

SANITARY DISTRICT CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

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

DATED AT BURR RIDGE, DU PAGE COUNTY, ILLINOIS, THIS DAY OF , A.D., 20 .

EXECUTIVE DIRECTOR

PLANNING AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

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

ILLINOIS, THIS DAY OF , A.D., 20 .

CHAIRMAN

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

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

DATED AT OAK BROOK, DUPAGE COUNTY, ILLINOIS,

THIS DAY OF , A.D., 20 .

TREASURER

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

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

DATED AT OAK BROOK, ILLINOIS, THIS DAY OF , A.D., 20 .

VILLAGE ENGINEER

VILLAGE CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, VILLAGE CLERK OF THE VILLAGE OF OAK BROOK, ILLINOIS, HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND BY RESOLUTION DULY APPROVED BY THE VILLAGE BOARD OF SAID VILLAGE AT ITS MEETING HELD ON , 20 , AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS BEEN POSTED FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THE REGULATIONS OF SAID VILLAGE.

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

THIS DAY OF , A.D., 20 .

VILLAGE CLERK

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK, DATED IN WHEATON, DUPAGE COUNTY, ILLINOIS THIS DAY OF , 20 .

COUNTY CLERK

COUNTY RECORDER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE DAY OF , 20 , AT O'CLOCK M., AND WAS RECORDED AS DOCUMENT NO. .

RECORDER OF DEEDS

SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH RESUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVISION HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS DAY OF , 20 .

IL REGISTERED PROFESSIONAL ENGINEER

STATE REGISTRATION NUMBER

REGISTRATION EXPIRATION DATE

OWNER

BY:

ITS:

BY:

ITS:

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

THIS IS TO CERTIFY THAT I, EDWARD J. MURRAY, REGISTERED ILLINOIS LAND SURVEYOR NO. 4037, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LOT G IN THE FINAL PLAT OF OAK BROOK COMMONS, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED FEBRUARY 5, 2020, AS DOCUMENT NUMBER R2020-012533 AND CERTIFICATE OF CORRECTION RECORDED MAY 09, 2024, AS DOCUMENT NUMBER R2024-025636, AND CERTIFICATE OF CORRECTION RECORDED OCTOBER 30, 2024, AS DOCUMENT NUMBER R2024-064856 IN DUPAGE COUNTY, ILLINOIS

AS SHOWN BY THE ANNEXED PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK BROOK RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN PREPARATION OF THIS PLAT. I FURTHER CERTIFY THAT THE LAND IS WITHIN THE VILLAGE OF OAK BROOK (OR WITHIN 1 1/2 MILES OF THE CORPORATE LIMITS OF THE VILLAGE OF OAK BROOK) WHICH HAS ADOPTED A VILLAGE COMPREHENSIVE PLAN AND MAP AND IS EXERCISING THE POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED.

I FURTHER CERTIFY THAT ABOVE DESCRIBED AREA FALLS IN AREA OF MINIMAL FLOOD HAZARD (ZONE X), AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP OF DUPAGE COUNTY, ILLINOIS (MAP NO. 17043C0177J) EFFECTIVE DATE AUGUST 1ST, 2019.

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

DATED THIS TH DAY OF , A.D., 2024.

EDWARD J. MURRAY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-4037
MY LICENSE EXPIRES ON NOVEMBER 30, 2026.

V3 COMPANIES, LTD. PROFESSIONAL DESIGN FIRM NO. 184000902
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2025.

emurray@v3co.com



Engineers
Scientists
Surveyors

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

PREPARED FOR:
Hines
444 West Lake Street, Suite 2400
Chicago, IL 60606
312.419.4900

REVISIONS					
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1.	11/19/24	REVISED PER VILLAGE COMMENT			

FINAL PLAT OF RESUBDIVISION

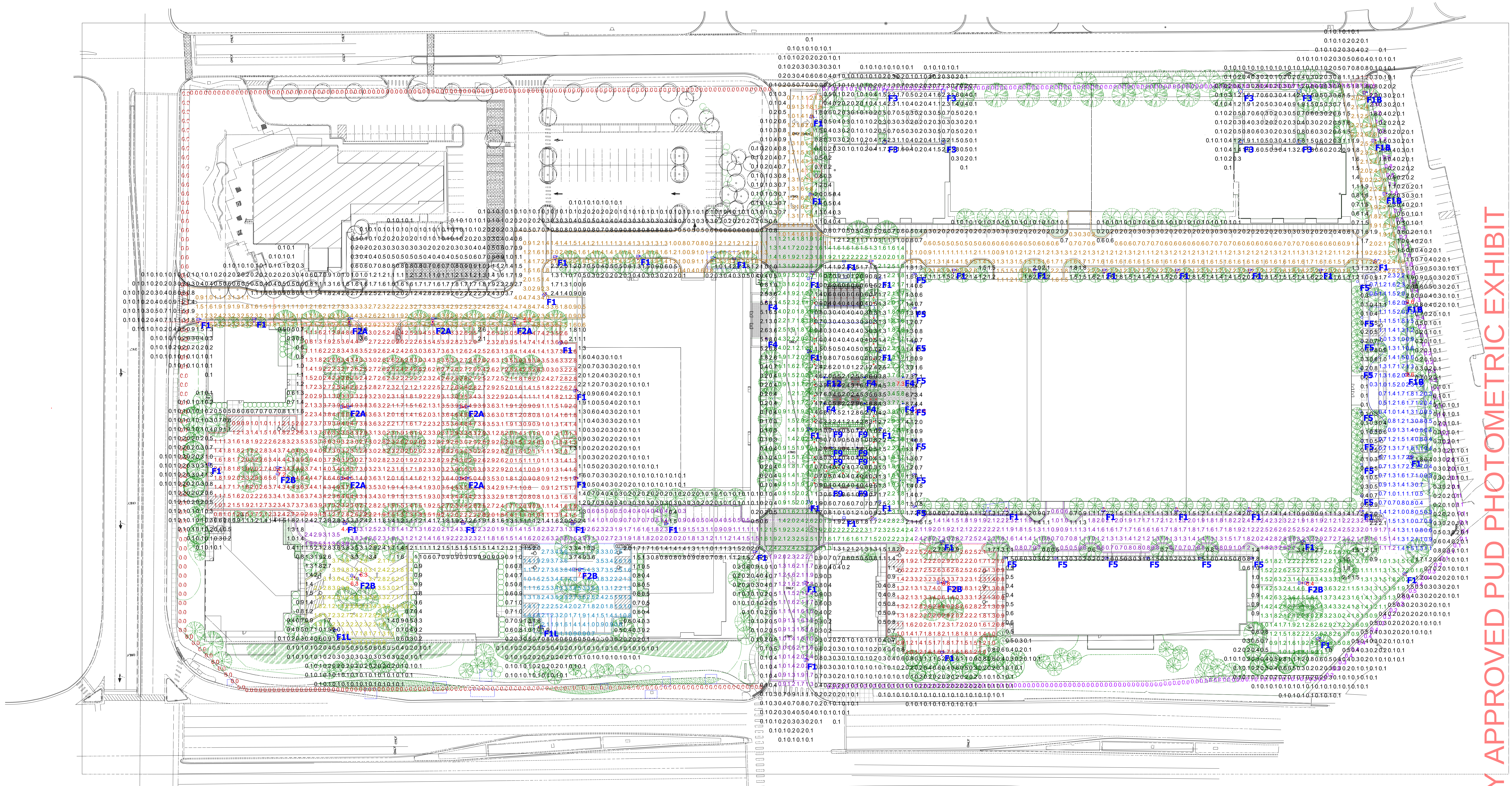
LOT G IN OAK BROOK COMMONS - OAK BROOK, IL

DRAFTING COMPLETED:	10/19/24	DRAWN BY:	EJM	PROJECT MANAGER:	EJM
FIELD WORK COMPLETED:	N/A	CHECKED BY:	EJM	SCALE:	1" = 30'

Project No: 18203.G
Group No: VP04.1

SHEET NO.
1 of 2

PREVIOUSLY APPROVED PUD PHOTOMETRIC EXHIBIT
(FOR REFERENCE ONLY)



Schedule								
Symbol	Label	QTY	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Lumens per Lamp
	F1	47	Lithonia Lighting	DSX0 LED P3 30K T3M MVOLT	DSX0 LED P3 30K T3M MVOLT	LED	1	7616
	F1B	5	Lithonia Lighting	DSX0 LED P3 30K T3M MVOLT HS	DSX0 LED P3 30K T3M MVOLT with houseside shield	LED	1	6172
	F1L	2	Lithonia Lighting	DSX0 LED P10 30K T4M MVOLT L90	DSX0 LED P10 30K T4M MVOLT with optics rotated 90 degrees left	LED	1	6677
	F2A	7	Lithonia Lighting	DSX0 LED P3 30K TFTM MVOLT	DSX0 LED P3 30K TFTM MVOLT	LED	2	7841
	F2B	5	Lithonia Lighting	DSX0 LED P3 30K TFTM MVOLT	DSX0 LED P3 30K TFTM MVOLT	LED	2	7841
	F3	8	BEGA		84 121 K3	LED 23.6W	1	2297
	F4	7	BEGA		88065	LED 47.7W	1	5750
	F5	22	Louis Poulsen Lighting		Flint Pullert 3000K - ny MC-Pet 21-05-14	LED 3000K	1	538
	F9	8	Louis Poulsen Lighting		Flint Pullert 3000K - ny MC-Pet 21-05-14	LED 3000K	1	538
	F12	1	BEGA		84122K4	LED 46.8W	1	6430

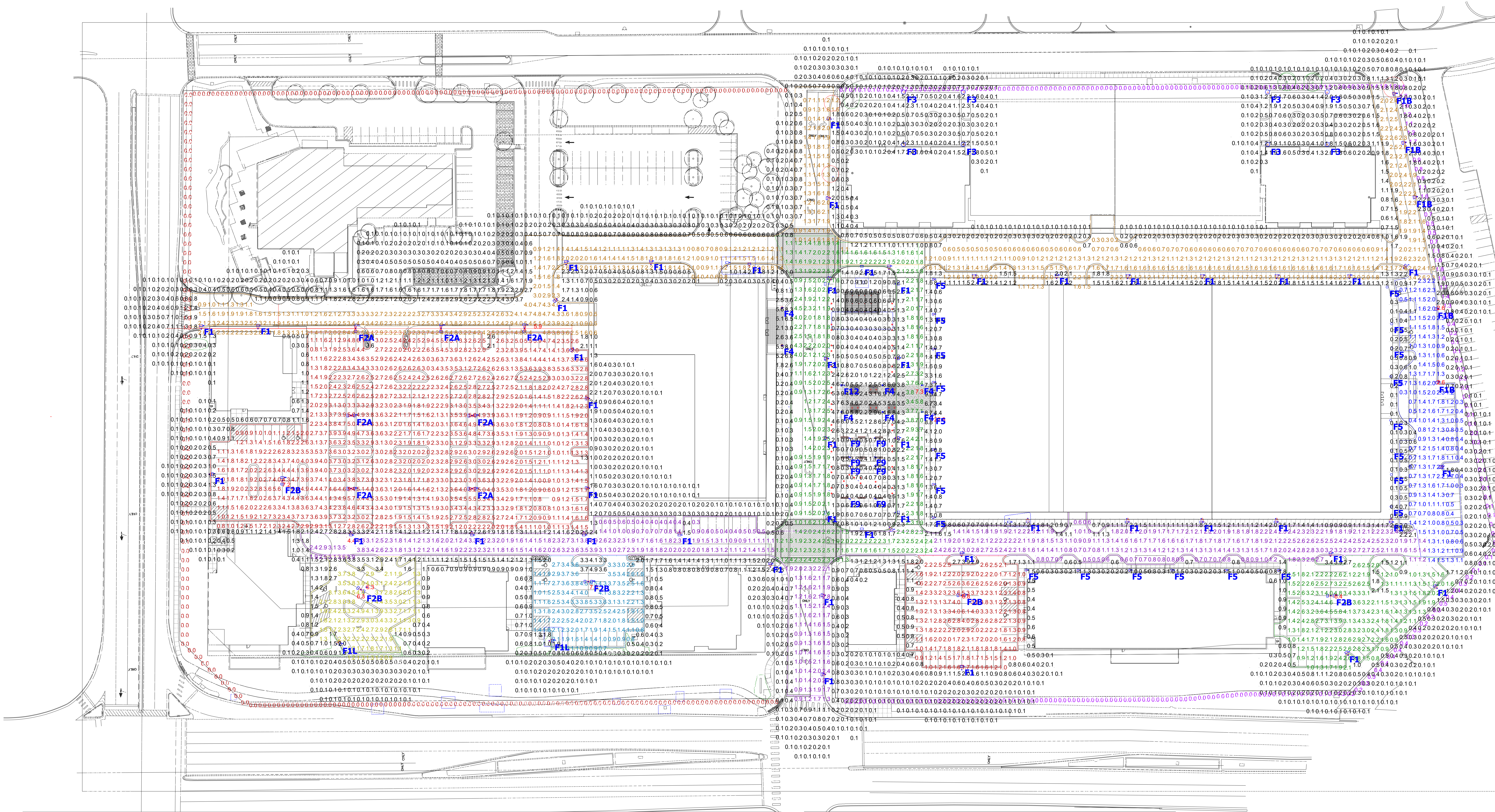
Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
East Lot Property Line Calc.		0.4 fc	2.5 fc	0.0 fc	N/A	N/A
Full Area Calc.		0.7 fc	22.8 fc	0.0 fc	N/A	N/A
Main Parking Lot Calc.		2.6 fc	7.2 fc	0.7 fc	10.3:1	3.7:1
McDonald's Drive Calc.		2.0 fc	7.3 fc	0.8 fc	9.1:1	2.5:1
MOB Parking Calc.		1.2 fc	2.6 fc	0.2 fc	13.0:1	6.0:1
Roadway #1 Calc.		1.8 fc	4.4 fc	0.2 fc	22.0:1	9.0:1
Roadway #2 Calc.		1.8 fc	5.9 fc	0.1 fc	59.0:1	18.0:1
Small Parking #1 Calc.		2.6 fc	6.3 fc	0.8 fc	7.9:1	3.3:1
Small Parking #2 Calc.		2.4 fc	7.0 fc	0.5 fc	14.0:1	4.8:1
Small Parking #3 Calc.		2.1 fc	6.8 fc	0.7 fc	9.7:1	3.0:1
Small Parking #4 Calc.		2.2 fc	6.4 fc	0.7 fc	9.1:1	3.1:1
West Lot Property Line Calc.		0.0 fc	1.9 fc	0.0 fc	N/A	N/A

NOTES:
1. CALCULATION POINTS ARE AT GROUND LEVEL.
2. ALL FIXTURE HEIGHTS ARE NOTED ON ARCHITECTURAL PLANS.
3. CALCULATIONS POINTS ARE ON A 10' x 10' SPACING.
4. CARS, SHRUBBERY, EQUIPMENT AND SIGNAGE CAN CAUSE REDUCED LIGHT LEVELS FROM WHAT IS EXPECTED.
5. CALCULATIONS PROVIDED ARE NOT A GUARANTEE OF PERFORMANCE. ACTUAL LIGHT LEVELS MAY VARY.
**FIELD VERIFICATION REQUIRED.

**THIS DOCUMENT CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION OF KSA LIGHTING & CONTROLS. THIS DOCUMENT MAY ONLY BE USED BY OR FOR THE BENEFIT OF KSA LIGHTING & CONTROLS REPRESENTATIVES AND CUSTOMERS. FOR LIGHTING DESIGNS THIS LIGHTING DESIGN IS NOT A PROFESSIONAL ENGINEERING DRAWING AND IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, WITHOUT WARRANTY AS TO ACCURACY, COMPLETENESS, RELIABILITY OR OTHERWISE. KSA LIGHTING & CONTROLS IS NOT RESPONSIBLE FOR SPECIFYING THE LIGHTING OR ILLUMINATION REQUIREMENTS FOR ANY SPECIFIC PROJECT, INCLUDING MUNICIPAL OR BUILDING CODE REQUIREMENTS. IT IS THE OBLIGATION OF THE END-USER TO CONSULT WITH A PROFESSIONAL ENGINEERING ADVISOR TO DETERMINE WHETHER THIS LIGHTING DESIGN MEETS THE APPLICABLE PROJECT REQUIREMENTS FOR LIGHTING SYSTEM PERFORMANCE, SAFETY, SUITABILITY AND EFFECTIVENESS FOR USE IN A PARTICULAR APPLICATION. FIELD VERIFICATION IS RECOMMENDED WHEN CALCULATIONS ARE BASED ON END-USER OR CUSTOMER-PROVIDED INFORMATION. END-USER ENVIRONMENT AND APPLICATION (INCLUDING, BUT NOT LIMITED TO, VOLTAGE VARIATION AND DIRT ACCUMULATION) CAN CAUSE ACTUAL FIELD PERFORMANCE TO DIFFER FROM THE CALCULATED PHOTOMETRIC PERFORMANCE REPRESENTED IN THIS LIGHTING DESIGN. IN NO EVENT WILL KSA LIGHTING & CONTROLS BE RESPONSIBLE FOR ANY LOSS RESULTING FROM ANY USE OF THIS LIGHTING DESIGN.

(FOR REFERENCE ONLY)

PREVIOUSLY APPROVED PUD PHOTOMETRIC EXHIBIT



Schedule									
Symbol	Label	QTY	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Lumens per Lamp	LLF Wattage
	F1	47	Lithonia Lighting	DSX0 LED P3 30K T3M MVOLT	DSX0 LED P3 30K T3M MVOLT	LED		7616	0.93 71
	F1B	5	Lithonia Lighting	DSX0 LED P3 30K T3M MVOLT HS	DSX0 LED P3 30K T3M MVOLT with houseside shield	LED	1	6172	0.93 71
	F1L	2	Lithonia Lighting	DSX0 LED P10 30K T4M MVOLT L90	DSX0 LED P10 30K T4M MVOLT with optics rotated 90 degrees left	LED	1	6677	0.93 53
	F2A	7	Lithonia Lighting	DSX0 LED P3 30K TFTM MVOLT	DSX0 LED P3 30K TFTM MVOLT	LED	2	7841	0.93 142
	F2B	5	Lithonia Lighting	DSX0 LED P3 30K TFTM MVOLT	DSX0 LED P3 30K TFTM MVOLT	LED	2	7841	0.93 142
	F3	8	BEGA	84 121 K3		LED 23.6W	1	2297	0.93 28
	F4	7	BEGA	88065		LED 47.7W	1	5750	0.93 59
	F5	22	Louis Poulsen Lighting	Flint Pullert 3000K - ny MC-Pet 21-05-14	Flint Pullert 3000K - ny MC-Pet 21-05-14	LED 3000K	1	538	0.93 14
	F9	8	Louis Poulsen Lighting	Flint Pullert 3000K - ny MC-Pet 21-05-14	Flint Pullert 3000K - ny MC-Pet 21-05-14	LED 3000K	1	538	0.93 14
	F12	1	BEGA	84122K4		LED 46.8W	1	6430	0.93 52

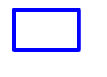
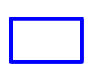
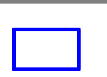
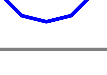
Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
East Lot Property Line Calc.		0.4 fc	2.5 fc	0.0 fc	N/A	N/A
Full Area Calc.		0.7 fc	22.8 fc	0.0 fc	N/A	N/A
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Roadway #1 Calc.		1.8 fc	4.4 fc	0.2 fc	22.0:1	9.0:1
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Small Parking #3 Calc.		2.1 fc	6.8 fc	0.7 fc	9.7:1	3.0:1
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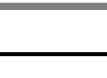
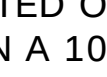
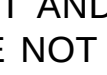
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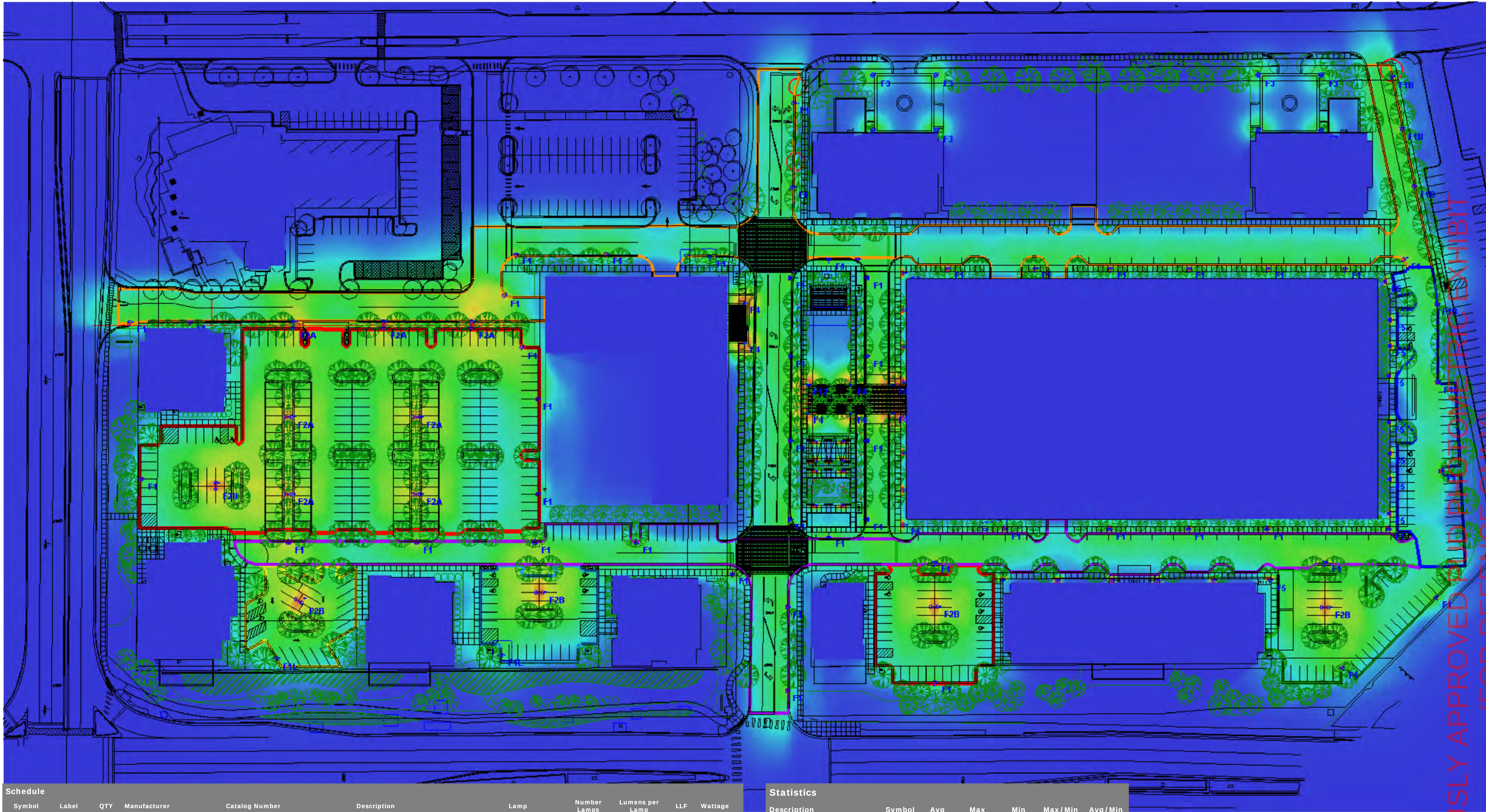
Schedule									
Symbol	Label	QTY	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Lumens per Lamp	Wattage
	F1	47	Lithonia Lighting	DSX0 LED P3 30K T3M MVOLT	DSX0 LED P3 30K T3M MVOLT	LED		7616	71
	F1B	5	Lithonia Lighting	DSX0 LED P3 30K T3M MVOLT HS	DSX0 LED P3 30K T3M MVOLT with houseside shield	LED	1	6172	71
	F1L	2	Lithonia Lighting	DSX0 LED P10 30K T4M MVOLT L90	DSX0 LED P10 30K T4M MVOLT with optics rotated 90 degrees left	LED	1	6677	53
	F2A	7	Lithonia Lighting	DSX0 LED P3 30K TFTM MVOLT	DSX0 LED P3 30K TFTM MVOLT	LED	2	7841	142
	F2B	5	Lithonia Lighting	DSX0 LED P3 30K TFTM MVOLT	DSX0 LED P3 30K TFTM MVOLT	LED	2	7841	142
	F3	8	BEGA		84 121 K3	LED 23.6W	1	2297	28
	F4	7	BEGA		88065	LED 47.7W	1	5750	59
	F5	22	Louis Poulsen Lighting		Flint Pullert 3000K - ny MC-Pet 21-05-14	LED 3000K	1	538	14
	F9	8	Louis Poulsen Lighting		Flint Pullert 3000K - ny MC-Pet 21-05-14	LED 3000K	1	538	14
	F12	1	BEGA		84122K4	LED 46.8W	1	6430	52

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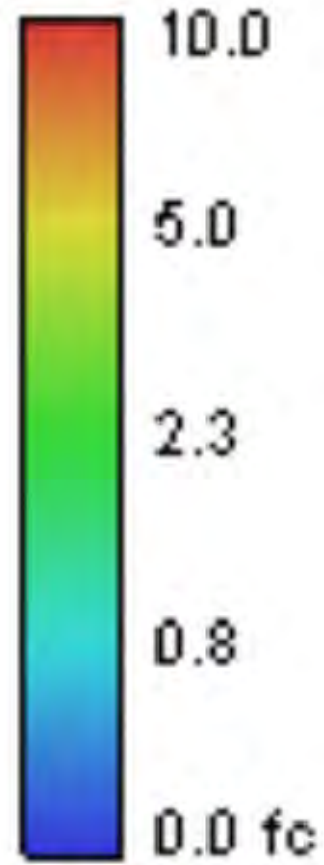


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PREVIOUSLY APPROVED AND PHOTOMETRIC EXHIBIT
(FOR REFERENCE ONLY)



OAK BROOK
Illinois

ITEM 7.E.1.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
December 10, 2024

SUBJECT: ORDINANCE S-1711 - Map Amendment - 2222 35th Street - Midwest Club Homeowners Association

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to approve Ordinance S-1711 approving a Map Amendment to the Village Oak Brook Zoning Map, rezoning the property at 2222 35th Street to R-3, Residence District.

Background/History:

The Village Board on November 12th directed the Village Attorney to draft an Ordinance approving the Map Amendment to the Zoning Map for 2222 35th Street. The P&Z Commission, at its meetings of November 6th and October 2nd, completed review and deliberations on a petition from Midwest Club Homeowners Association, seeking a map amendment to rezone approximately 2.5 acres (114,497 sq ft) of land from the R-1, Residence District to the R-3, Residence District. With this proposed change, the property will be consistent with the surrounding zoning district. In addition, the applicants will seek separate approval of a final plat of subdivision for three single-family home lots, which would be incorporated into the Midwest Club HOA.

The existing home at 2222 35th Street accesses 35th Street through a driveway which enters at a ninety-degree turn in the roadway. The P&Z Commission conditioned their approval of the Map Amendment to specify that the higher density is only acceptable provided that the parcels are accessed through the Midwest Club, and that the existing access to 35th Street be removed.

Recommendation:

Staff recommends that the Village Board approve Ordinance S-1711 approving a Map Amendment to the Village Oak Brook Zoning Map, rezoning the property at 2222 35th Street to R-3, Residence District.

Attachments:

1. 2024-ZO-MA-EX-S-1711

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
NUMBER 2024-ZO-MA-EX-S-1711

AN ORDINANCE
REZONING AND GRANTING A MAP AMENDMENT FOR THE
PARCEL LOCATED AT 2222 35TH STREET IN THE VILLAGE
OF OAK BROOK, ILLINOIS

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

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

Village Board

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

ORDINANCE NO. 2024-ZO-MA-EX-S-1711

AN ORDINANCE
REZONING AND GRANTING A MAP AMENDMENT FOR THE PARCEL LOCATED AT 2222
35TH STREET IN THE VILLAGE OF OAK BROOK, ILLINOIS

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, an application has been filed by The Midwest Club ("Petitioner"), the contract-purchaser of the 2.58 acre parcel 2222 35th Street, Oak Brook, Illinois and legally described in Exhibit A attached hereto and incorporated herein ("Property"), requesting an amendment to the Village's Zoning District Map, as provided for in Section 13-14-7 of the "Zoning Ordinance of the Village of Oak Brook," as amended ("Zoning Regulations"), to rezone the Property from R-1 (Single Family) District R-3 (Single Family) District ("Proposed Map Amendment");

WHEREAS, at its meeting on November 6, 2024 the Oak Brook Planning & Zoning Commission (the "Commission") conducted a public hearing on the Proposed Map Amendment pursuant to due and appropriate legal notice, and whereby after review of the request, found that the Petitioner had addressed and satisfied the requirements for the requested relief, and recommended that the Village President and Board of Trustees (collectively the "Corporate Authorities") of the Village of Oak Brook approve the Proposed Map Amendment;

WHEREAS, the Corporate Authorities have reviewed the recommendation of the Commission and deem approval of the Proposed Map Amendment as set forth below to be in the best interests of the Village.

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 Ordinance are full, true, and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

Section Two –Approval of Map Amendment.

Pursuant to the standards set forth in Section 13-14-7 of the Zoning Regulations, the Proposed Map Amendment is hereby approved and the Village's Zoning District Map, as set forth in Section 13-4-2 of the Zoning Regulations, is hereby amended to rezone the Property legally described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein, from the R-1 District to R-3 District;

Section Three – Conditions

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

- A. The new parcels are accessed through Midwest Club, and the existing access to 35th Street shall be removed.
- B. Petitioner completes the purchase and acquisition of the Property.
- C. The Official Zoning Map not be amended and the recording of this approving Ordinance by Village Staff shall not occur until Petitioner presents Staff with a copy of the deed showing Petitioner holding title to the Property.

Section Four. Effective Date

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

Section Five - Publication

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

Section Six – Conflict Clause

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

Section Seven – Saving Clause

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

Section Eight – Recording

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

PASSED THIS 10th day of December 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 10th day of December 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

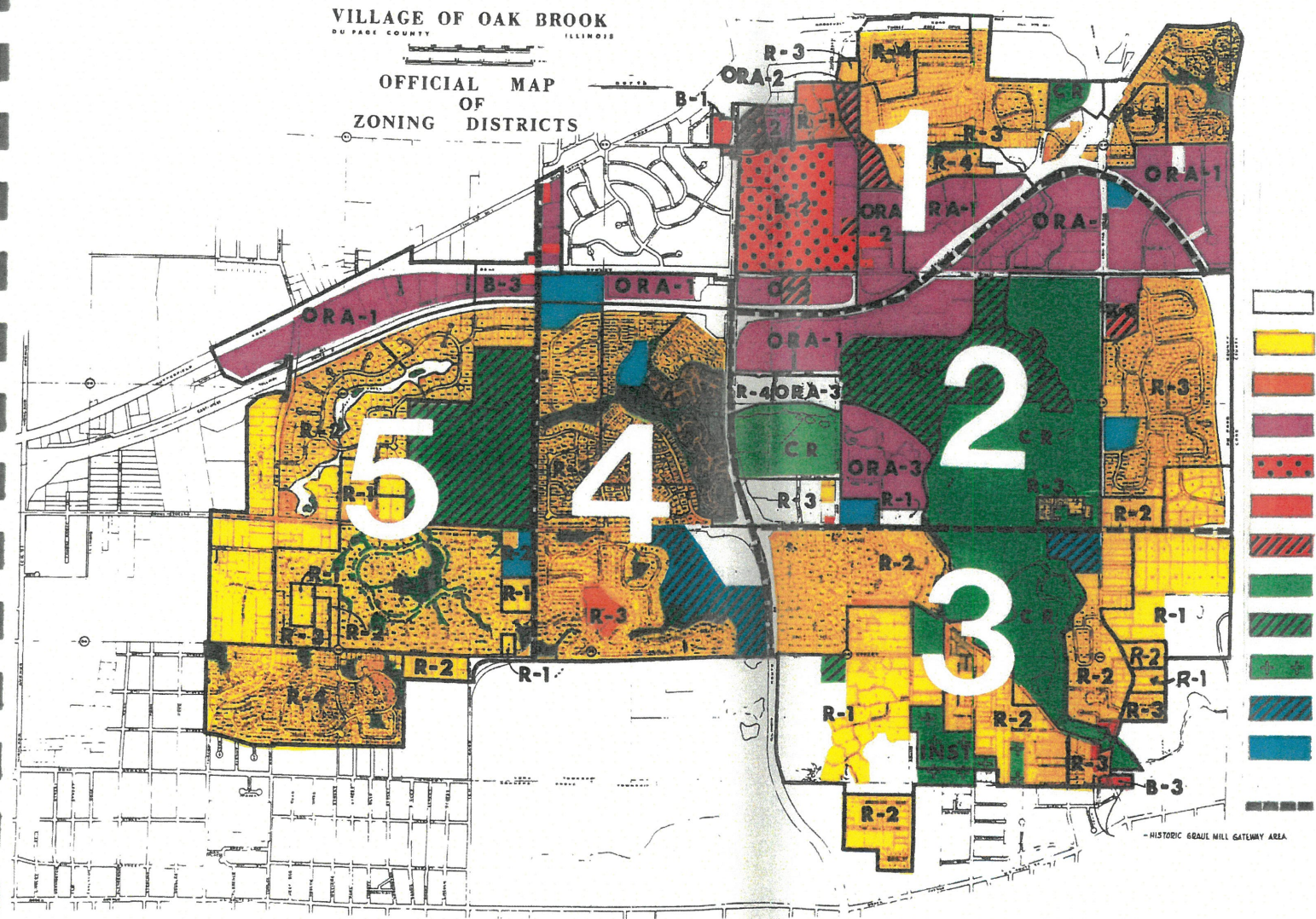
EXHIBIT A

LOT 5 IN MIDWEST ESTATES, A SUBDIVISION IN THE EAST HALF OF THE SOUTH WEST QUARTER OF THE NORTH WEST FRACTIONAL QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1958, AS DOCUMENT 895798, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B

OAK BROOK ILLINOIS

EXISTING LAND USE
COMPREHENSIVE PLAN



7.c.



ITEM 10.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
December 10, 2024

SUBJECT: Water Rates Ordinance

FROM: Marilyn Fumero, Finance Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board adopt Ordinance 2024-WA-G-1262, “An Ordinance Amending Chapter 5 of Title 8 of the Village Code of The Village of Oak Brook, Illinois Relating to Water Charges” which establishes water rates for fiscal year 2025.

Background/History:

On October 27, 2015, American Infrastructure Technologies, LLC (AIT) presented a water rate study to the Board. A key finding of the report indicated that the water rates previously charged by Oak Brook were insufficient to ensure the financial stability of the water system in the long term. Starting in 2012, the City of Chicago implemented a four-year rate increase of 25%, followed by 15% increases in each of the subsequent years. Similarly, the DuPage Water Commission raised its rates to accommodate both the Chicago increase and its own rising costs. Throughout this period of hike, the Village did not sufficiently raise its water rates to match these increases, leading to a cash reserve balance in the Water Fund that fell short of future capital requirements. The original water rate study recommended increases of 10% for 2016 and 2017, with further increases of 7% from 2018 to 2020.

In late 2018, AIT completed an update to the 2015 water rate study. The updated recommendations included increases of 10% in 2019, 7% in 2020, 4% in 2021, 3% in 2022, and 2% in 2023. These recommendations indicated that capital expenditures would not require an annual cap, allowing projects to proceed as planned. In 2019, the Village approved a 5% rate increase, which was half of AIT’s recommendation. In 2020, the Village raised rates by 7%, aligning with AIT’s suggestion, and in 2021, they matched AIT’s recommended 4% increase. The Village continued to implement 3% increases in 2022, 2023, and 2024 in accordance with AIT’s recommendations.

For 2025, the DuPage Water Commission has notified staff of a 5% increase in supply water rates, and the Village is recommending passing this increase onto customers. As a result, the rate for residential customers will be \$13.54 per 1,000 gallons, while the commercial rate will be \$15.21 per 1,000 gallons. The fixed monthly charge of \$10 will remain unchanged for 2025. This increase is intended to enable the Village to proactively maintain and enhance its water system. Additionally, the Village will continue to monitor various factors that could influence future water rates, including new developments, total gallons pumped, and rates from the DuPage Water Commission.

Water rates in 2025 using a 5% increase would be:

	<u>2024</u>	<u>2025</u>
Annual increase	5.0%	5.0%
Fixed charge \$/customer/month	\$10.00	\$10.00
Resident rate \$/1,000 gallons	\$12.89	\$13.54
Commercial rate \$/1,000 gallons	\$14.49	\$15.21
Hydrant at 3003 Jorie Blvd \$/1,000 gallons	\$14.49	\$15.21

Under the proposed increase, an estimated resident bill and commercial bill assuming 10,000 gallons billed bimonthly would increase as follows:

	<u>2024</u>	<u>2025</u>	<u>Increase</u>
Resident*	\$148.90	\$155.40	\$6.50
Commercial*	\$164.90	\$172.10	\$7.20

*Reflects bimonthly charges

A rate increase of 5% in 2025 would allow the Water Fund to maintain a sufficient reserve balance to be utilized for future capital improvements.

Recommendation:

Staff recommends that the Village Board adopt Ordinance 2024-WA-G-1262, “An Ordinance Amending Chapter 5 of Title 8 of the Village Code of The Village of Oak Brook, Illinois Relating to Water Charges”, which establishes water rates for fiscal year 2025.

Attachments:

1. G-1262 2025 Water Rates

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
2024-WA-G-1262

AN ORDINANCE
AMENDING CHAPTER 5 OF TITLE 8 OF THE
VILLAGE CODE OF THE VILLAGE OF OAK BROOK, ILLINOIS
RELATING TO WATER CHARGES

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

NAVEEN JAIN
MICHAEL MANZO
MELISSA MARTIN
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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 10th day of December 2024

ORDINANCE G-1262

**AN ORDINANCE AMENDING CHAPTER 5 OF TITLE 8 OF THE
VILLAGE CODE OF THE VILLAGE OF OAK BROOK, ILLINOIS
RELATING TO WATER CHARGES**

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

WHEREAS, the President and Board of Trustees of the Village of Oak Brook, Illinois have heretofore, by ordinance established rates, fees, and service charges for water usage; and

WHEREAS, the President and Board of Trustees deem a revision of the water rates, fees, and charges, and the passage of this Ordinance to be in the best interest and in pursuance of the general welfare of the Village;

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

Section 1: Recitals. The foregoing recitals are hereby incorporated into, and made a part of, this Resolution as the findings of the President and Board of Trustees of the Village of Oak Brook.

Section 2: Section 8-5-2-G of Chapter 5, "Fees and Charges," of Title 8, "Public Works," of the Village Code is hereby amended further to read as follows:

G. Water Consumption Charges

1. A monthly service charge of ten dollars and no cents (\$10.00) per customer account is hereby imposed, effective for any billing periods after January 1, 2023.
2. Effective January 1, 2025, water shall be charged at the rate of twelve dollars and eighty-nine cents (\$13.54) per thousand gallons for residential customers of the Village of Oak Brook and at the rate of fourteen and forty-nine cents (\$15.21) for commercial customers of the Village of Oak Brook.
3. Effective January 1, 2025, water drawn from the hydrant at 3003 Jorie Boulevard shall be charged at a rate of fourteen dollars and forty-nine cents (\$15.21) per thousand gallons.

Section 3: Severability. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

Section 4: Effective Date. This Ordinance shall be in full force and effect beginning on January 1, 2025 and after passage, approval and publication, as provided by law.

[SIGNATURE PAGE FOLLOWS]

APPROVED THIS 10th day of December 2024.

Laurence E. Herman
Village President

PASSED THIS 10th day of December 2024.

Ayes:_____

Nays:_____

Absent:_____

ATTEST:

Netasha Scarpiniti
Village Clerk



ITEM 10.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
December 10, 2024

SUBJECT: Bike Path Speed Limit

FROM: Greg Summers, Village Manager

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to approve Ordinance G-1263, An Ordinance Amending Title 7 (Motor Vehicles and Traffic) Chapter 1 (Traffic Code) of the Village of Oak Brook Code of Ordinances relative to Bike Path Speed Limits

Background/History:

The Village has a number of dedicated and mapped bike paths throughout the community which serve recreational and transportation purposes. At the time of planning and construction, such paths were intended for traditional non-motorized pedal bicycles, serving the dedicated riding community and family riding alike.

With the more recent proliferation of e-bikes, e-scooters, gas powered bicycles, gas powered scooters, and one wheelers, today there exists a conflict of casual non-motorized traffic and these types of devices, primarily based upon their respective speeds. In addition, Village Code Section 7-1-1431 as written today prohibits "all motorized vehicles."

In order to allow for these newer technologies, but in order to mitigate for speed differential, staff is proposing a universal capped limit, capped at a maximum non-motorized bicycle limit of 20 mph. The proposed amendments read as follows (underline reflects added sections):

7-1-1431: RIDING ON ROADWAYS AND BICYCLE PATHS:

- A. All motorized vehicles over 15 horsepower are prohibited on any posted bicycle path.
- B. No person shall operate any personal transportation device legally authorized to operate on public right-of-way where bicycles are permitted, on any posted bicycle path at a speed greater than is reasonable and prudent under the conditions then existing.

C. No person shall, under any circumstance, operate a any personal transportation device legally authorized to operate on public right-of-way where bicycles are permitted, on any posted bicycle path at a speed greater than 20 miles per hour.

Recommendation:

Staff recommends that the Village Board approve Ordinance G-1263, An Ordinance Amending Title 7 (Motor Vehicles and Traffic) Chapter 1 (Traffic Code) of the Village of Oak Brook Code of Ordinances relative to Bike Path Speed Limits.

Attachments:

1. OrdAmendTitle7_BikePathSpeedLimit (revised v3)

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE

NUMBER 2024-2024-PD-E-BIKE-TRFF-G-12632024-G-1263

AN ORDINANCE
AMENDING TITLE 7 (MOTOR VEHICLES AND TRAFFIC)
CHAPTER 1 (TRAFFIC CODE) OF THE VILLAGE OF OAK
BROOK CODE OF ORDINANCES

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

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

Village Board

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

ORDINANCE NO. 2024-PD-E-BIKE-TRFF-G-12632024-G-1263

AN ORDINANCE
AMENDING TITLE 7 (MOTOR VEHICLES AND TRAFFIC) CHAPTER 1 (TRAFFIC CODE) OF
THE VILLAGE OF OAK BROOK CODE OF ORDINANCES

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

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

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs that protect the health, safety, and welfare of its residents including the adoption and imposition of certain taxes;

WHEREAS, the Illinois Vehicle Code (625 ILCS 5/1 et.seq.) provides for the regulation of all vehicles within the State of Illinois and limits the authority of home rule units of government to adopt local police regulations inconsistent herewith except pursuant to Sections 11-208, 11-209, 11-1005.1, 11-1412.1, and 11-1412.2 therein;

WHEREAS, Section 11-208(a) of the Illinois Vehicle Code provides in relevant part that the “provisions of this Code shall not be deemed to prevent local authorities with respect to streets and highways under their jurisdiction and within the reasonable exercise of the police power from: . . .8. Regulating the operation of mobile carrying devices, bicycles, low-speed electric bicycles, and low-speed gas bicycles, and requiring the registration and licensing of same, including the requirement of a registration fee . . .”;

WHEREAS, Title 7 (Motor Vehicles and Traffic) Chapter 1 (Traffic Code) of the Village Code regulates the operation of motor vehicles and traffic in the Village of Oak Brook but does not address or regulate safe operating speeds for bicycles and other means of transportation on bicycle paths;

WHEREAS, the Village President and Board of Trustees (collectively the “corporate Authorities”) finds it necessary and proper pursuant to its authority provided by the Illinois Municipal Code to amend the Village Code to establish safe operating speeds for bicycles and other means of transportation on bicycle paths; and

WHEREAS, the Corporate Authorities of the Village of Oak Brook are of the opinion that the foregoing actions are in the best interests of the public safety, health, and welfare of the residents of the Village of Oak Brook.

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

Section One – Recitals

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

Section Two – Amendment to Title 7

The Corporate Authorities hereby amends Title 7 (Motor Vehicles and Traffic) Chapter 1 (Traffic Code) Section 7-1-1431 (Riding on Roadways and Bicycle Paths) as follows:

7-1-1431: RIDING ON ROADWAYS AND BICYCLE PATHS:

- A. All motorized vehicles over 15 horsepower are prohibited on any posted bicycle path.
- B. No person shall operate any personal transportation device legally authorized to operate on public right-of-way where bicycles are permitted, on any posted bicycle path at a speed greater than is reasonable and prudent under the conditions then existing.
- C. No person shall, under any circumstance, operate a any personal transportation device legally authorized to operate on public right-of-way where bicycles are permitted, on any posted bicycle path at a speed greater than 20 miles per hour.

Section Three – Codification

The title, chapter(s) and section(s) adopted by this Ordinance shall be numbered and placed in an appropriate title, chapter(s), and sections(s) sections when and during the codification of the Oak Brook Municipal Code.

Section Four -- Effective Date

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

Section Five - Publication

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

Section Six – Saving Clause

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

Section Seven – Recording

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

Remainder of page intentionally left blank; roll call to follow

PASSED THIS 10th day of December 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 10th day of December 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk



OAK BROOK
Illinois

ITEM 10.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
December 10, 2024

SUBJECT: Prohibiting Parking on Certain Streets within the Village of Oak Brook

FROM: Brian Strockis, Chief of Police

BUDGET SOURCE/BUDGET IMPACT: Account: 330-62210 / \$750.00

RECOMMENDED MOTION: I move to approve Ordinance G-1264, An Ordinance Amending Title 7 (Motor Vehicles and Traffic) Chapter 2 (Traffic Schedules) Schedule VII (Parking Prohibited on Certain Streets) of the Village of Oak Brook Code of Ordinances.

Background/History:

Canterberry Lane is a two-lane dead end street located within the Village of Oak Brook. Canterberry Lane is unique in that there is a connecting Cook County bike trail system on the far east end of the street. Additionally, the Oak Brook Park District owns a parcel of property near the southeast portion of Canterberry Lane which has adequate parking.

Street parking on Canterberry Lane is a cause of concern for emergency vehicle response due to the narrow width of the street and lack of a secondary access point.

Staff has been in contact with the residents of Canterberry Lane who are in support of the proposed no street parking restriction.

Recommendation:

Staff recommends that the Village Board approve Ordinance G-1264, An Ordinance Amending Title 7 (Motor Vehicles and Traffic) Chapter 2 (Traffic Schedules) Schedule VII (Parking Prohibited on Certain Streets) of the Village of Oak Brook Code of Ordinances and allow the Public Works Department to install a total of six "No Street Parking" signs on Canterberry Lane.

Attachments:

1. ORDINANCE G-1264 - No Parking Restriction on Canterbery Lane

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
NUMBER 2024-PD-TRFF-PK-G-1264

AN ORDINANCE
AMENDING TITLE 7 (MOTOR VEHICLES AND TRAFFIC)
CHAPTER 2 (TRAFFIC SCHEDULES) SCHEDULE VII
(PARKING PROHIBITED ON CERTAIN STREETS) OF THE
VILLAGE OF OAK BROOK CODE OF ORDINANCES

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

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

Village Board

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

ORDINANCE NO. 2024-PD-TRFF-PK-G-1264

AN ORDINANCE

AMENDING TITLE 7 (MOTOR VEHICLES AND TRAFFIC) CHAPTER 2 (TRAFFIC SCHEDULES) SCHEDULES VII (PARKING PROHIBITED ON CERTAIN STREETS) OF THE VILLAGE OF OAK BROOK CODE OF ORDINANCES

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

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

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs that protect the health, safety, and welfare of its residents including the adoption and imposition of certain taxes;

WHEREAS, pursuant to Illinois Vehicle Code (625 ILCS 5/ et. seq.) the Village has the authority to regulate traffic within the corporate boundaries of the Village;

WHEREAS, Title 7 (Motor Vehicles and Traffic) Chapter 2 (Traffic Schedules) provides for regulation of streets and thoroughfares within the corporate boundaries of the Village of Oak Brook;

WHEREAS, Canterbury Lane is a two-lane dead end street located within the Village of Oak Brook and is unique in that there is a connecting Cook County bike trail system on the far east side of the street;

WHEREAS, upon examination of the unique circumstance and narrow width of the street with no thoroughfare, the Village has determined street parking on Canterbury Lane is a cause of concern for emergency vehicle response;

WHEREAS, in accordance with Section 7-1-1301(B) of the Village Code, the Village, with respect to highways under its jurisdiction or for the maintenance of which it is responsible, may place signs prohibiting or restricting the stopping, standing or parking of vehicles on any highway where, in its opinion, such stopping, standing or parking is dangerous to those using the highway or while the stopping, standing or parking of vehicles would unduly interfere with the free movement of traffic thereon. Any such regulations adopted by the village regarding the stopping, standing or parking of vehicles upon any specified street, streets or highways become effective at the time of the erection of appropriate signs indicating such regulations;

WHEREAS, accordingly, to address these concerns Village Staff is recommending the Corporate Authorities amend Title 7 (Motor Vehicles and Traffic) Chapter 2 (Traffic Schedules) of the Village Code to prohibit street parking on Canterbury Lane; and

WHEREAS, the Corporate Authorities of the Village of Oak Brook are of the opinion that that it is in the best interests of the safety, health and welfare of the residents to amend the Village Code for the reason provided herein.

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

Section One – Recitals

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

Section Two – Amendment to Title 7 Chapter 2

The Corporate Authorities hereby amends Title 7 (Motor Vehicles and Traffic) Chapter 2 (Traffic Schedules) Schedule VII, with the language that has been added to the text being underlined and text that is being deleted being ~~stricken~~, as follows:

SCHEDULE VII, PARKING PROHIBITED ON CERTAIN STREETS

A. Parking prohibited at all times:

Street	From	To
<u>Canterberry Lane</u>	<u>York Road</u>	<u>East terminus</u>

Section Three – Codification

The title, chapter(s) and section(s) adopted by this Ordinance shall be numbered and placed in an appropriate title, chapter(s), and sections(s) sections when and during the codification of the Oak Brook Municipal Code.

Section Four -- Effective Date

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

Section Five - Publication

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

Section Six – Saving Clause

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

Section Seven – Recording

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

PASSED THIS 10th day of December 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 10th day of December 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk



ITEM 10.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
December 10, 2024

SUBJECT: Fire Plan Review Fee Revisions

FROM: Kevin Fleege, Fire Chief
Barbara Redderoth, Administrative Coordinator

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board approve Ordinance G-1265, an ordinance revising the fire plan review fees by amending Chapter 4 (Fees and Bonds) of Title 10 (Building Regulations) of the Village Code of the Village of Oak Brook.

Background/History:

Fire plan review associated fees were last revised at the end of 2015 and became effective 1/1/2016. The fire department recently set out with the goal of comparing the Oak Brook Fire Department's plan review fee structure to other similar agencies in order to remain competitive in the marketplace.

Ultimately, our findings showed that our rate structure remains similar to that of other fire prevention bureaus and only minor adjustments were necessary to our existing structure. The largest change being recommended is in our residential fire-sprinkler review and inspection fee structure. The current structure only accounts for a one-time flat fee of \$250. This \$250 fee covers everything from the plan review, resubmittals, hydrostatic testing, final inspections, an unlimited number of resubmittals and an unlimited number of inspections.

Although a residential plan review may be successfully submitted and approved once, often times a residential build goes through many changes during construction. Those changes often result in the need to revise approved fire sprinkler plans and require additional staff time to review and approve said changes. Additionally, changes may be caught in the field, or a reinspection may be necessary if code deficiencies were discovered upon inspection. Those reinspections also require additional staff time to revisit and later issue a certificate of compliance on the installation. As a result, we recommend amending the following lines of the current fee schedule:

1.	Minimum permit fee		\$75.00-\$150.00
		<u>Plus</u> fee for hydro if more than 10-20	\$150.00
Residential permits:			
	Minimum permit fee	Fire sprinkler	\$250.00
Minimum permit fee includes: 1 Plan Review, 1 Hydro, 1 Inspection			
Residential permits (resubmittals): \$75 minimum resubmittal fee + \$75 per hour for reviews >1 hr.			
Residential permits (additional inspections): \$75 each			

Recommendation:

Staff recommends that the Village Board approval of Ordinance G-1265, an ordinance revising the fire plan review fees by amending Chapter 4 (Fees and Bonds) of Title 10 (Building Regulations) of the Village Code of the Village of Oak Brook.

Attachments:

1. 2024-FD-PLN-REV-G-1265

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
NUMBER 2024-FD-PLN-REV-G-1265

AN ORDINANCE
AMENDING TITLE 10 (BUILDING REGULATIONS) CHAPTER 4
(FEES AND BONDS) OF THE VILLAGE OF OAK BROOK CODE
OF ORDINANCES

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

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

Village Board

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

ORDINANCE NO. 2024-FD-PLN-REV-G-1265

AN ORDINANCE
AMENDING TITLE 10 (BUILDING REGULATIONS) CHAPTER 4 (FEES AND BONDS) OF THE
VILLAGE OF OAK BROOK CODE OF ORDINANCES

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

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

WHEREAS, Title 10 (Building Regulations) Chapter 4 (Fees and Bonds) provides for the general fee structures for certain services provided by the Village;

WHEREAS, the Village desires to amend the Village Code to update the fee structure as it pertains to fire department residential review and inspections;

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

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

Section One – Recitals

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

Section Two – Approval of Amendment to Title 10 Chapter 4

The Corporate Authorities hereby approves the Amendment(s) to Title 11 Chapter 4, with the language that has been added to the text being redlined and underlined and text that is being deleted being ~~stricken~~, as follows:

10-4-1: FEE AND BOND SCHEDULE:

Before a permit required by this title is issued, the director of community development shall collect a fee and bond calculated according to the following schedule:

C. Multi-Component Building Permit Fees: The majority of the permits issued by the village are for new construction (new structures and additions/alterations to existing structures). The permit fee for these activities is calculated to cover the costs associated with the various permit components (i.e., preapplication meetings, application processing, plan review, base fee for the various construction elements, inspections, and issuance of final occupancy). These fee components are listed in the following schedule:

1. Minimum permit fee ~~\$75.00~~ \$150.00

6. Electrical work:

Fire sprinkler - commercial:

Repair/relocate only (each): 175.00

Plus fee for hydro if more than ~~40~~20 150.00

D. Flat Fee Permits: The following permit types are assessed a flat fee. The majority of these fee types involve smaller structures and improvements that are ancillary to the principal use of the property.

1. Residential permits:

Fire sprinkler (includes: 1 Plan Review, 1 Hydro, 1 Inspection) 250.00

Resubmittals, each \$75.00

Plus \$75/hr for reviews lasting longer than 1 hour

Additional inspections, each \$75.00

Section Three – Effective Date

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

Section Four - Publication

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

Section Five – Recording

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

PASSED THIS 10th day of December 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 10th day of December 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk



ITEM 10.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
December 10, 2024

SUBJECT: Public Works and Development Services Code Updates

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board approve Ordinance G-1266 amending Title 8 of the Village Code in accordance with the accompanying Draft, dated December 10, 2024.

Background/History:

Growing demand for personal wireless telecommunications services has resulted in increasing requests nationwide and locally from the wireless industry to place small wireless facilities on Village-owned structures in the public right-of-way. While State and federal law limit the authority of local governments to enact laws that unreasonably discriminate among providers of functionally equivalent services, prohibit, or have the effect of prohibiting the provision of telecommunications services by wireless service providers, the Village is authorized, under existing State and federal law, to enact appropriate regulations and design standards relative to small wireless facility installations in the public right-of-way.

In anticipation of continued increased demand for placement of small wireless facility installations within the public right-of-way and in accordance with the Small Wireless Facilities Deployment Act, staff was directed to update the Village Code to further clarify the Village's authority.

In addition, staff took the opportunity to update fees related to all utility installations, separated the Code language to denote the small cell wireless installation requirements from other utilities within the public right-of-way, and prohibited future private wells within the Village of Oak Brook.

As a water purveyor, the Public Works and Development Services departments are aware that best management practice is to prohibit private wells within the Village water system.

Prohibiting wells limits illegal cross-connections between the Village's water system and groundwater, safeguarding Village residents. The Village Code currently allows for well registration. Staff recommends specifically stating the prohibition of future well installations within the Code.

The attached Ordinance G-1266 includes these text revisions proposed by staff for the Village Board's review and approval.

Recommendation:

Staff recommends that the Village Board approve Ordinance G-1266 amending Title 8 of the Village Code in accordance with the accompanying Draft, dated December 10, 2024.

Attachments:

1. G-1266 - Amendment to Title 8
2. PUBLIC WORKS DRAFT UPDATE-FINAL

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
NUMBER 2024-DS-TTL8-AMND-G-1266

AN ORDINANCE
AMENDING TITLE 8 (PUBLIC WORKS) OF THE VILLAGE OF
OAK BROOK CODE OF ORDINANCES

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

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

Village Board

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

ORDINANCE NO. 2024-DS-TTL8-AMND-G-1266

AN ORDINANCE
AMENDING TITLE 8 (PUBLIC WORKS) OF THE VILLAGE OF OAK BROOK CODE OF
ORDINANCES

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

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

WHEREAS, Title 8 (Public Works) provides for the general regulations within the Village as it relates to Public Works matters;

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

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

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

Section One – Recitals

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

Section Two – Approval of Amendment to Title 8

The Corporate Authorities hereby approves the Amendment(s) to Title 8 as provided in the form attached hereto and made a part hereof as Exhibit A, with the language that has been added to the text being redlined and underlined and text that is being deleted being ~~stricken~~.

Section Three – Effective Date

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

Section Four - Publication

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

Section Five – Recording

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

PASSED THIS 10th day of December 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 10th day of December 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Amendments to Title 8]

TITLE 8
PUBLIC WORKS

CHAPTER 1
PUBLIC WORKS REGULATIONS

SECTION:

8-1-1: Definitions

8-1-2: Purpose; Scope; Jurisdiction

8-1-3: Public Works Construction Standards

8-1-4: Applicability Of Provisions; Permit Required; Exceptions

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8-1-1: DEFINITIONS:

CERTIFICATED AREA OF OAK BROOK UTILITY COMPANY: Those areas of land that have received certificates of convenience and necessity from the Illinois commerce commission for water service from the Oak Brook utility company.

DAY: A calendar day.

INFECTIOUS DISEASE: Dutch elm disease, elm yellows, oak wilt, pine wilt or any other disease infecting deciduous or coniferous trees.

LANDSCAPE WATERING: Outdoor use of water for sprinkling, watering, or irrigating shrubbery, trees, lawns, grass, ground covers, plants, vines, gardens, vegetables, flowers or any other vegetation.

LOT: A designated parcel of land in a subdivision or other parcel of land intended for transfer of ownership or for building development as a complete and individual unit.

NOXIOUS WEEDS: Marijuana, giant ragweed, common ragweed, Canada thistle, perennial sowthistle, musk thistle, perennial members of the Sorghum genus, including Johnsongrass, Sorghum alum, and Kudzu, or other weeds of a like kind.

PARKWAY: That part of a public way between the paved roadway portion and right of way line, in the case of a public right of way, or in the case of a private street, the easement line.

PRACTICABLE: That which is performable, feasible or possible, rather than that which is simply convenient.

PUBLIC RIGHT OF WAY: Any land dedicated to the public for access and utility purposes including, but not limited to, streets and alleys.

PUBLIC UTILITY EASEMENT: Any designated parcel of land on, over or under which a liberty, privilege, or advantage for use of land is granted to the village of Oak Brook and those public or private utility companies operating under franchise or agreement from the village of Oak Brook.

PUBLIC WAY: Public rights of way, public street areas by common usage, public bicycle or pedestrian paths, or access easement areas granted to the village. Public ways do not include right of way under the jurisdiction of the state of Illinois or DuPage County.

SOUND ENGINEERING JUDGMENT: A decision(s) consistent with generally accepted engineering principles, practices and experience.

UTILITY FACILITY: All structures, devices, objects, and materials of utility providers (including, but not limited to, track and rails, wires, ducts, fiber optic cable, antennas, vaults, boxes, manholes, equipment enclosures, cabinets, pedestals, poles, conduits, grates, covers, pipes, sewers, cables, transformers and appurtenances thereto) located on, over, above, along, upon, under, across, or within public ways. For purposes of this title, the term "utility facility" shall not include any utility facility owned or operated by the village. (Excluding small wireless facilities as defined in Chapter 6 of this Title).

UTILITY PROVIDER: The individual or entity owning or operating any utility facility.

WATER: For the purpose of this chapter, the term "water" shall mean water provided by the village of Oak Brook water system.

WATER SERVICE: That part of the water system consisting of a water service connection and water service extension.

WATER SERVICE CONNECTION: That part of the water system consisting of a service pipe extending from the water main to and including a shutoff valve or curb stop (b-box).

WATER SERVICE EXTENSION: That part of the water system consisting of a service pipe from the water service pipe shutoff valve or curb stop to the water meter located on the premises being served.

WORK: Any construction, access to construction site, installation, alteration, excavation, maintenance or repair. Work includes planting, cutting, pruning or removing trees or shrubs. (Ord. G-637, 7-13-1999; Ord. G-759, 9-28-2004; Ord. G-846, 11-13-2007)

8-1-2: PURPOSE; SCOPE; JURISDICTION:

The purpose of this title is to set forth rules, regulations and standards to regulate and control work in public ways and public utility easements and all sewer, water distribution, utility, street and driveway approach construction in the village in order to promote the public health, safety, convenience and general welfare within the village.

The regulations and requirements herein are established in order to provide for the orderly and harmonious development of the village, for the coordination of construction, and to secure a uniform system of utilities, improvements and services, constructed to standards intended to provide safe and dependable service to the public. (Ord. G-637, 7-13-1999)

8-1-3: PUBLIC WORKS CONSTRUCTION STANDARDS:

The village board may adopt, from time to time, public works construction standards upon the recommendation of the village engineer and village manager. The public works construction standards shall contain construction regulations and standards, and engineering permit instructions and conditions. All work in public ways shall be designed and constructed substantially in compliance with the public works construction standards.

The village shall use sound engineering judgment when administering the public works construction standards and the village engineer may vary the public works construction standards upon the approval of the village manager in specific cases which are in harmony with the spirit of the standards and when deemed appropriate. Nothing herein shall be construed to limit the ability of the village to regulate its public ways for the protection of the public health, safety and welfare. (Ord. G-637, 7-13-1999; Ord. G-846, 11-13-2007)

8-1-4: APPLICABILITY OF PROVISIONS; PERMIT REQUIRED; EXCEPTIONS:

A. Applicability: Within the village, all work within public ways and public utility easements shall meet the requirements of and be carried out in compliance with this title and other pertinent village ordinances.

B. Permit Required: It shall be unlawful to proceed with any work within public ways and public utility easements or with any water service extension construction without first having secured a permit therefor from the village.

C. Application For Permit: Application for a permit under this title shall be on forms furnished by the village for that purpose and shall include a description of the nature and location of the work to be done and such other information as required by the village. No work shall commence until such permit has been issued by the village.

A copy of the permit issued under this title and a copy of the approved plans and specifications shall be kept at the location of the work at all times while such work is in progress.

D. Insurance Required: Each applicant for a permit required for work within public ways and public utility easements shall carry adequate liability and property damage insurance as set forth in title 1, chapter 8 of this code.

The legal liability of the permittee to the village and any person for any of the matters that are the subject of the insurance policies or self-insurance required by this section shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.

E. Village Review Of Permit Applications: Completed permit applications, containing all required documentation, shall be examined by the village engineer within a reasonable time after filing. If the application does not conform to the requirements of applicable ordinances, codes, laws, rules, and regulations, the village engineer shall reject such application in writing, stating the reasons therefor. If the village engineer is satisfied that the proposed work conforms to the requirements of this title and applicable ordinances, codes, laws, rules, and regulations, the village engineer shall issue a permit therefor as soon as practicable. In all instances, it shall be the duty of the applicant to demonstrate, to the satisfaction of the village engineer, that the construction proposed under the application shall be in full compliance with the requirements of this title.

F. Applicant's Duty To Update Information: Throughout the entire permit application review period and the construction period authorized by the permit, any amendments to information contained in a permit application shall be submitted by the permittee in writing to the village within thirty (30) days after the change necessitating the amendment. (Ord. G-637, 7-13-1999; Ord. G-846, 11-13-2007)

8-1-5: COMMENCEMENT AND COMPLETION OF WORK:

A. Work Commenced Within Ninety Days: Work for which a permit has been issued shall commence within ninety (90) days after the issuance of the permit therefor or within such extended period of time as determined by the appropriate village official upon good cause shown. If the work is not so commenced, the permit shall automatically be terminated, the fee forfeited, and the performance security returned. Applicants for such terminated permits may reapply and such an application will be treated as a new application.

B. Expiration; Extension Of Time: Permits issued in accordance with the provisions of this chapter shall expire at the end of the period of time as set forth in the permit. If the permittee shall be unable to complete the work within the time period, he/she shall, prior to the expiration of the permit, present in writing to the village a request for an extension of time, setting forth therein the reasons for the requested extension. If in the opinion of the village engineer such an extension is necessary and not contrary to the public interest, he/she may grant the permittee additional time for completion of the work. (Ord. G-637, 7-13-1999)

8-1-6: LOCATION OF EXISTING UTILITIES OR UTILITY FACILITIES:

Any applicant or permittee proposing to perform work or construct utility facilities in a public way or public utility easement shall contact JULIE and ascertain the presence and location of existing utilities or utility facilities in the area. The village will make its records available to the applicant. When notified of an excavation or when requested by the village or by JULIE, a utility provider shall locate and physically mark its underground utility facilities within forty eight (48) hours, excluding weekends and holidays, in accordance with the Illinois underground facilities damage prevention act [1](#) .

Any person who damages any utility or utility facility through negligence or without having called for a location of the utility or utility facility shall be charged for the repair or reinstallation of the utility or utility facility. (Ord. G-637, 7-13-1999; Ord. G-846, 11-13-2007)

Notes

[1](#) 1. 220 ILCS 50/1 et seq.

8-1-7: REMOVAL, RELOCATION OR MODIFICATION OF FACILITIES:

A. Notice: Within ninety (90) days following written notice from the village, a utility provider shall, at its own expense, temporarily or permanently remove, relocate, change or alter the position of any utility facility within public ways or public utility easements whenever the village has determined that such removal, relocation, change or alteration is reasonably necessary for the construction, repair, maintenance, or installation of any village improvement in or upon public ways or public utility easements.

The village retains the right and privilege to cut or move any utility facility located within public ways or public utility easements as the village may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the village shall attempt to notify the utility provider, if known, prior to cutting or removing a utility facility and shall notify the utility provider, if known, after cutting or removing such utility facility.

B. Removal Of Unauthorized Facilities: Within thirty (30) days following written notice from the village, any utility provider that owns, controls, or maintains any unauthorized utility facility or related appurtenances within public ways shall, at its own expense, remove all or any part of such utility facility or appurtenances from the public ways. A utility facility is unauthorized and subject to removal in the following circumstances:

1. Upon expiration or termination of the permittee's license or franchise, unless otherwise permitted by applicable law; or
2. If the utility facility was constructed or installed without the prior grant of a license or franchise, if required; or
3. If the utility facility was constructed or installed without prior issuance of a required permit in violation of this title; or
4. If the utility facility was constructed or installed at a location not permitted by the permittee's license or franchise or permit.

C. Abandonment Of Facilities: Upon abandonment of a utility facility within public ways, the utility provider shall notify the village within ninety (90) days. Following receipt of such notice, the village may direct the utility provider to remove all or any portion of the utility facility if the village engineer determines that such removal will be in the best interest of the public health, safety and welfare. In the event that the village does not direct the utility provider that abandoned the utility facility to remove it, by giving notice of abandonment to the village, the abandoning utility provider shall be deemed to consent to the alteration or removal of all or any portion of the utility facility by the village, another utility provider or person. (Ord. G-637, 7-13-1999; Ord. G-846, 11-13-2007)

8-1-8: CHANGE OF UTILITY PROVIDER OWNERSHIP, OWNER'S IDENTITY OR LEGAL STATUS:

A. Notification Of Change: A utility provider shall notify the village no less than thirty (30) days prior to the transfer of ownership of any utility facility in public ways or public utility easements or change in identity of the utility provider. The new owner of the utility provider or the utility facility shall have all the obligations, duties and privileges enjoyed by the former owner under any permit, if any, and shall comply with all applicable laws, ordinances, rules and regulations, including this title, with respect to the work and utility facilities in public ways.

B. Amended Permit: A new utility provider or utility facility owner shall request that any current permit be amended to show current ownership. If the new owner fails to have a new or amended permit issued in its name, the new owner shall be presumed to have accepted, and agreed to be bound by, the terms and conditions of the permit if the new owner uses the utility facility or allows it to remain on public ways.

C. Insurance And Bonding: All required insurance coverage or bonding must be changed to reflect the name of the new utility provider owner upon transfer. (Ord. G-637, 7-13-1999; Ord. G-846, 11-13-2007)

8-1-9: MAINTENANCE, CLEANUP AND RESTORATION OF FACILITIES:

A. Maintenance Of Facilities And Emergency Maintenance: Facilities on, over, above, along, upon, under, across or within public ways or public utility easements are to be maintained by or for the utility or owner in a manner satisfactory to the village and at the utility's or owner's sole expense.

B. Emergency Situations: Emergencies may justify noncompliance with normal procedures for securing a permit:

1. If an emergency creates a hazard on the traveled portion of the public way, the utility or owner shall take immediate steps to provide all necessary protection for traffic on the public way including the use of signs, lights, barricades or flaggers. If a hazard does not exist on the traveled way, but the nature of the emergency is such as to require the parking on the shoulder of equipment required in repair operations, adequate signs and lights shall be provided. Parking on the shoulder in such an emergency will only be permitted when no other means of access to the facility is available.

2. In an emergency, the utility or owner shall, as soon as possible, notify the Village Engineer of the emergency, informing him as to what steps have been taken for protection of the traveling public and what will be required to make the necessary repairs. If the nature of the emergency is such as to interfere with the free movement of traffic, the Village police shall be notified immediately.

3. In an emergency, the utility or owner shall use all means at hand to complete repairs as rapidly as practicable and with the least inconvenience to the traveling public.

The utility or owner must apply for a permit for the emergency work with the Village within five (5) days after such emergency.

C. Cleanup And Restoration: Upon completion of all construction or maintenance of facilities, the permittee or utility shall remove all excess material and restore all disturbed areas in a timely manner to a condition substantially equivalent to that which existed prior to the commencement of work and to the satisfaction of the Village. This work shall be accomplished in accordance with any permit conditions.

D. Restoration Of Street By Village: When any permit has been revoked and the work authorized by the permit has not been completed, the Village may do such work as is

necessary to restore the area to a condition acceptable to the Village. All expenses incurred by the Village for such restoration shall be paid by the permittee and may be recovered from the performance security or other bonds posted. (Ord. G-637, 7-13-1999)

8-1-10: LIABILITY OF VILLAGE:

In no case shall any excavation or opening made by a permittee be considered the responsibility of the Village or any of its officers or employees; and no officer or employee shall assume any responsibility over any such opening except in the exercise of the police power, and then only when necessary to protect life and property. (Ord. G-637, 7-13-1999)

8-1-11: STOP WORK ORDER:

The Village Engineer is authorized to issue an order requiring the suspension of any work within a public way or public utility easement upon the discovery of any of the following:

- A. Work is proceeding in a manner which creates imminent hazard or severe harm to persons or property on or off the site; or
- B. A notice of violation has been given and the period of time deemed by the Village to be necessary for the completion of such work has elapsed; or
- C. Work for which a permit is required has started, or is proceeding, without issuance of such a permit.

Such stop work order shall be in writing, shall indicate the reason for its issuance, and shall order the action, if any, necessary to resolve the circumstances requiring the stop work order. One copy of the stop work order shall be posted on the property in a conspicuous place and one copy shall be either given by personal delivery thereof to the agent engaged in the work, mailed by certified or registered United States mail addressed to the person to be notified, or by telefax/email and regular mail. It shall be unlawful to proceed with any work for which a stop work order has been given. (Ord. G-637, 7-13-1999)

8-1-12: USE OF PUBLIC WAYS:

- A. Depositing, Storing, Processing Material In Public Ways: It shall be unlawful for any person to deposit, process or produce any material in or on any public way or to store the same, either temporarily or permanently thereon; except that building materials may be temporarily stored, processed or produced on public ways and except that construction debris may be temporarily stored on public ways in a container provided by a scavenger for removal by such scavenger if a permit therefor has been obtained. Topsoil, clay, gravel, stone or the like is not included as a building material and shall not be temporarily stored, processed or produced on a public roadway or pavement.

B. Drainage Onto Public Ways: It shall be unlawful for any person to cause, permit or maintain the existence of the discharge of sump pumps or roof drains in any of the following manners or locations:

1. In a location which does not provide at least ten feet (10') of pervious surface between the point of discharge and any property line, unless such discharge is:

- a. Into any open drainage ditch located within the site or on public ways; or
- b. Into a storm sewer, provided that adequate capacity exists in the system and that the hydraulic grade of the system will not cause a backup into buildings on the premises or other premises.

2. Notwithstanding subsection B1a of this section, in any manner and in any location that results in standing water of a depth of three inches (3") or more or formation of ice of any thickness on the paved portion of the public way or a sidewalk or a pathway.

When the owner or person in control of any property causes, permits or maintains any such discharge, notice to remove such nuisance shall be given in writing by the village engineer by either personal delivery or certified or registered United States mail addressed to the person to whom was sent the tax bill for general taxes for the last preceding year on the property, or by telefax and regular mail. In addition to any fine or penalty which may be imposed, if said recipient nevertheless fails to abate such discharge within ten (10) days of receipt of such notice, the village engineer may cause the removal of such discharge and any reasonable expense incurred by the village in so doing shall be a charge against the owner so failing, which may be recovered in an appropriate action at law. For the purposes of enforcing this chapter, the village engineer may, at all reasonable times, enter in and upon any property within the village.

In addition to all other remedies provided by law, the village shall have a lien on the lot or plot of real estate on which said discharge was found for the reasonable cost of the abatement of such discharge. Within sixty (60) days after such cost is incurred, the village shall cause to be filed a notice of lien in the office of the recorder of deeds. Such notice shall consist of a sworn statement setting out: a) a description of the real estate sufficient for identification thereof; b) the amount of money representing the cost and expense incurred or payable for each service; and c) the date or dates when said cost and expense were incurred by the village. For each year after the date of filing of such notice, if such cost and expense are not paid by the owner or persons interested in said real estate in that year, the village shall file an additional notice in the office of the recorder of deeds imposing an interest charge of ten percent (10%) of the total cost and expenses. Upon payment of the cost and expense by the owner of, or persons interested in, said real estate, after the notice of lien has been filed, the village shall issue a release of such lien, which may be filed of record in said recorder's office.

~~C. Prohibited Discharges Into Storm Sewers And Other Drainage Structures: It shall be unlawful for any person to discharge or empty, or cause to be discharged or emptied, any type of sewage, including the effluent from septic tanks or other sewage treatment devices, or any other domestic, commercial, or industrial waste, or any putrescible liquids, into any~~

~~drain tile or sewer or other drainage structure installed for the purpose of conveying or discharging surface water within the village.~~

~~It shall be unlawful for any person to discharge or permit or cause to be discharged sanitary and industrial wastewater into any storm sewers constructed as part of the improvements of 22nd Street (FAU 9877) known as state section 1975-145-N, FAUS M-5003 (53), village section 75-00008-00-PW.~~

~~It shall be unlawful for any person to connect or cause to be connected, any drain carrying, or to carry any toilet, sink, basement, septic tank, cesspool, industrial waste, or any fixture or device discharging polluting substances, to any storm water drainage system constructed as part of 16th Street (FAU 1448) and Spring Road (FAU 2671); an improvement known as state section 1976-109-N, FAUS project M-5003(91).~~

~~It shall be unlawful for any person, firm or corporation to discharge, or permit, or cause to be discharged sanitary sewage and industrial wastewater into any storm sewers constructed as part of the improvement of Butterfield Road (FAU Route 3545) (Illinois Route 56), known as state section 54WRS-7. (Ord. G-637, 7-13-1999; Ord. G-773, 1-25-2005)~~

8-1-12C: UTILITY MARKERS

A. Above grade utility markers shall not be installed in the public way such that any part of the marker extends greater than 1" above finished grade.

8-1-13: DAMAGING FACILITIES:

A. Sewers, Etc.: It shall be unlawful for any person to break, damage, deface or destroy any sewer, culvert, catch basin, manhole, water pipe or hydrant laid or placed in, upon, or under any public way or public utility easement.

B. Markers: It shall be unlawful for any person to break, damage, change, remove, deface or otherwise injure any sign, stake, post, or stone, placed or set to designate the corner or line of any lot, block, land, street, or public way or to show the grade of any street or sidewalk in the village. (Ord. G-637, 7-13-1999)

8-1-14: NOTICE OF VIOLATION:

A. Statement; Delivery: Whenever the village determines that a default or violation has occurred in the performance of any term or condition of a permit or of any provision of this chapter, written notice thereof shall be given to the permittee or his agent engaged in the work. Such notice shall contain a statement of the default or violation, state the work to be done to cure the default or violation, the period of time deemed by the village to be necessary for the completion of such work (such time shall not be less than 2 days unless the default or violation is deemed by the village engineer to be an emergency in which case the work shall be accomplished immediately), that the permit will be revoked if the

permittee fails to perform, and that the performance security will be forfeited if the permit is revoked. Such notice shall be given either by personal delivery thereof to the permittee or his agent engaged in the work, by certified or registered United States mail addressed to the person to be notified, or by telefax and regular mail. Thereafter, the permittee shall, within the time therein specified, cause the required work to be performed. If the permittee fails to perform within the allotted time, the village will take whatever action it deems necessary including revoking the permit.

B. Permittee Alternatives Upon Receipt Of Notice Of Violation: Upon receipt of a written notice of violation from the village, as provided in subsection A of this section, the permittee shall have the following options:

1. Immediately provide the village with evidence that no cause exists for the notice of violation; or

2. Immediately correct, to the satisfaction of the village, the deficiencies stated in the written notice, providing written proof of such correction to the village within five (5) working days after receipt of the written notice of violation; or

3. Immediately remove the work or facilities located on, over, above, along, upon, under, across, or within the public ways and restore the public ways to the satisfaction of the village providing written proof of such removal to the village within ten (10) days after receipt of the written notice of violation. (Ord. G-637, 7-13-1999; Ord. G-789, 1-10-2006; Ord. G-846, 11-13-2007)

8-1-15: REVOCATION OF PERMIT:

Any permit may be revoked by the village after prior written notice in accordance with section 8-1-14 of this chapter to the permittee for:

A. When the application, plans or other supporting documents of a permit reflect a false statement or misrepresentation as to material fact; or

B. Violation of any provision of this title; or

C. Violation of any provision or condition of the permit; or

D. Violation of any applicable provision of this code or any other ordinance or law relating to the work or violation of any relevant county, state, or federal requirement; or

E. Existence of any condition or the doing of any act constituting or creating a nuisance or endangering the lives or property of others; or

F. Permittee's physical presence or presence of permittee's facilities or utility facilities on, over, above, along, upon, under, across, or within the public way presents a direct or imminent threat to the public health, safety, or welfare.

If the permittee fails to perform as required, the permit shall be revoked and written notice thereof shall be given to the permittee or his agent engaged in the work. Such notice shall

be given either by personal delivery thereof to the permittee or his agent engaged in the work, by certified or registered United States mail addressed to the person to be notified, or by telefax and regular mail. (Ord. G-637, 7-13-1999; Ord. G-846, 11-13-2007)

8-1-16: REIMBURSEMENT OF COST:

There may be times when the village incurs costs, including third party claims and costs related to delay, because the permittee does not perform as required by its permit and this title. If so, the permittee shall bear the village's costs and damages including costs of installing, maintaining, modifying, relocating or removing the facility that was constructed under the permit. The village engineer may require that such costs, if they can be determined, be paid at the time of application for permit, or if they are unable to be determined at that time, the village engineer may require a bond or letter of credit in an amount determined by him, to assure payment of these costs at the time they are incurred by the village. (Ord. G-637, 7-13-1999; Ord. G-789, 1-10-2006)

8-1-17: VARIATIONS OR WAIVERS:

The president and village board may approve variations or waivers of the provisions of this chapter when, in its opinion, such variations or waivers are in harmony with the spirit of the requirements of this title and when deemed appropriate. (Ord. G-637, 7-13-1999)

8-1-18: FRANCHISES, LICENSES, OR SIMILAR AGREEMENTS:

The village, in its discretion and as limited by law, may require utility providers to enter into a franchise, license or similar agreement for the privilege of locating their facilities on, over, above, along, upon, under, across, or within the public way. Utility providers that are not required by law to enter into such an agreement may request that the village enter into such an agreement. In such an agreement, the village may provide for terms and conditions inconsistent with this title. (Ord. G-846, 11-13-2007)

8-1-19: EFFECT OF FRANCHISES, LICENSES, OR SIMILAR AGREEMENTS:

In the event of any conflict with, or inconsistency between, the provisions of this title and the provisions of any franchise, license or similar agreement between the village and any utility provider, the provisions of such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof. (Ord. G-846, 11-13-2007)

8-1-20: CONFLICTS WITH STATE AND FEDERAL LAWS:

In the event that applicable federal or state laws or regulations conflict with the requirements of this title, the utility provider shall comply with the requirements of this title to the maximum extent possible without violating federal or state laws or regulations. (Ord. G-846, 11-13-2007)

CHAPTER 2 VILLAGE WATER SYSTEM

SECTION:

8-2-1: Water System Owned And Controlled By Village

8-2-2: Construction Requirements

8-2-3: Water Well ~~Registration Required~~ **Prohibition**

8-2-4: Discontinuance Of Service

8-2-5: Prohibited Acts Or Conditions

8-2-1: WATER SYSTEM OWNED AND CONTROLLED BY VILLAGE:

The system of water supply and distribution established, built and constructed in the village, or outside of the village in areas served by the village, is public property under the control, jurisdiction and management of the village. All extensions to the system located on public ways and public utility easements shall become the property of the village upon acceptance by the village. (Ord. G-637, 7-13-1999)

8-2-2: CONSTRUCTION REQUIREMENTS:

Water distribution system mains and water services shall be designed and constructed in compliance with the public works construction standards and in conformance with the provisions of this chapter. (Ord. G-637, 7-13-1999)

8-2-3: WATER WELL ~~Prohibition~~ **REGISTRATION REQUIRED:**

No person shall construct or drill any **new** water well within the Village Boundaries. ~~without first having registered with the public works director by supplying a copy of the DuPage County health department permit application.~~ (Ord. G-637, 7-13-1999)

8-2-4: DISCONTINUANCE OF SERVICE:

A. Discontinuance Of Water Supply: In the event that the water system is damaged or in a nonserviceable condition, the village reserves the right to discontinue the supply of water without notice until all repairs have been made and the water system again placed in a serviceable condition. It is understood that water is furnished to the consumers of the water system under these conditions.

B. Discontinuance Because Of Violation: In any case in which the public works director determines that there is a **willful** or unreasonable waste of water, unauthorized taps for fixture connections, or tampering with a meter from which the customer benefits, the water supply may be shut off in whole or in part from any premises. Such water service shall not be shut off until a minimum of seven (7) days' written notice has been given to the party to whom the water bills are mailed and that the party will be given an opportunity to be heard as to why the service should not be shut off. The written notice shall also be posted by the village on the entrance of the premises involved.

C. Restoration Of Service: It shall be unlawful for any person other than an employee or agent of the village to restore water service to a customer whose service has been discontinued. (Ord. G-637, 7-13-1999)

8-2-5: PROHIBITED ACTS OR CONDITIONS:

A. Tampering With Water System: It shall be unlawful for any person, or other entity not authorized by the village, to connect to, tamper with, alter, operate or injure any part of the village water system, or any water meter or to introduce any substance into any water pipes, lines or mains connected to or forming a part of the system without written approval of the village.

B. Resale Of Water: No water from the village water system shall be resold or distributed by any purchaser to any other premises other than that for which application has been made and approved except in case of an emergency and with the approval of the public works director.

C. Private Well Connections Prohibited: No connection between the village water system and a private water well shall be permitted and it shall be unlawful to make or continue any such connection. (Ord. G-1007, 7-9-2013)

ARTICLE A. WATER SERVICE LINES AND CONNECTIONS

SECTION:

8-2A-1: Applicability Of Provisions; Permit Required

8-2A-2: Water Service Application Areas

8-2A-3: Fire Protection/Water Service Lines

8-2A-4: Maintenance Of Connections And Extensions

8-2A-5: Liability Of Village

8-2A-6: Turning On Water Supply

8-2A-7: Installation Of Water Main Prerequisite To Connection

8-2A-8: Reconstruction Of Existing Service

8-2A-9: Extensions To Adjoining Premises Prohibited

8-2A-10: Responsibility And Payment Of Water Services

8-2A-1: APPLICABILITY OF PROVISIONS; PERMIT REQUIRED:

The construction, maintenance, and repair of all water service lines within the Village, or outside of the Village in areas served by the Village, shall meet the requirements of and be carried out in compliance with this Title and other pertinent Village ordinances. It shall be unlawful to proceed with any construction, maintenance, or repair of any water service line without first having secured a permit therefor from the Village and no water service lines shall be constructed or placed in service that do not meet the design and construction standards established by this Title. (Ord. G-637, 7-13-1999)

8-2A-2: WATER SERVICE APPLICATION AREAS:

A. Areas In Oak Brook Presently Served With Water By The Village: Applications for permits for water service within the Village and where the water mains are existing will be processed and approved on meeting all applicable requirements of this Title and other pertinent Village ordinances and the payment of the required fees.

B. Areas Outside Oak Brook Within The Certificated Area Of The Oak Brook Utility Company And Where The Water Mains Exist: Applications for permits for water service within these areas and where the necessary Oak Brook water mains exist will be processed and approved on meeting all applicable requirements of this Title and other pertinent Village ordinances and the payment of the required fees.

C. Other Areas Outside Oak Brook: Applications for permits for water service to areas outside Oak Brook and not within the certificated area of the Oak Brook Utility Company shall be considered pursuant to the Village's policy ordinance with respect to provision of water service to areas outside the Village.

D. Areas In Oak Brook And Not Served By Water Mains: Applications for permits for water service in areas not presently served with water mains will not be processed until such mains are installed. The mains must be installed at private expense and the Village will either:

1. Issue permits for the construction; or

2. Construct itself and recapture the cost from benefiting properties upon connection (public recapture); or
3. Construct itself and facilitate private recapture agreements. (Ord. G-637, 7-13-1999)

8-2A-3: FIRE PROTECTION/WATER SERVICE LINES:

Where a fire protection line is installed to provide fire protection water within a building, a single fire protection/water service line may be installed from the appropriate water main to the building where it shall split and from that point separate fire protection and domestic water service lines shall be provided into the building. A gate valve shall be provided on each line near the exterior of the building. Valve boxes will be permitted on these valves, provided they do not fall within a driveway or paved area, in which case valve vaults will be required. All fire protection line bypass connections shall be metered. All fire protection lines, including bypass connections, shall be equipped with appropriate cross-connection control devices as required in Chapter 3 of this Title. If a single fire protection/water service line is installed, the property owner shall provide easements to the Village for access to the gate valves. (Ord. G-637, 7-13-1999)

8-2A-4: MAINTENANCE OF CONNECTIONS AND EXTENSIONS:

A. Water Service Connections: Water service connections are the property of and shall be maintained at the expense of the Village.

B. Water Service Extensions; Discontinuance Of Service: Water service extensions are the property of and shall be maintained at the expense of the owner of the property served.

Any leaks or defects in water service extensions shall be promptly repaired by the owner and if leaks develop in an existing service extension not meeting the requirements of this Title, such service extension shall be replaced with a line that does meet such requirements.

In case any leaks in a water service extension are not promptly repaired, the water supply may be shut off in whole or in part by the Village, provided that such water service shall not be shut off until a minimum of seven (7) days' written notice has been given to the party to whom the water bills are mailed and that the party will be given an opportunity to be heard as to why the service should not be shut off. The written notice shall also be posted by the Village on the entrance of the premises involved. Notwithstanding the foregoing, the water service may be shut off immediately by the Village if the Public Works Director determines that an emergency exists. The water supply shall not be turned on until such leak has been repaired and any expense incurred by the Village in connection therewith has been paid by the owner, occupant or user. (Ord. G-637, 7-13-1999)

8-2A-5: LIABILITY OF VILLAGE:

The Village shall not be liable for any damage caused by a leak or break in any water service extension. (Ord. G-637, 7-13-1999)

8-2A-6: TURNING ON WATER SUPPLY:

No water service extension shall be turned on for service, other than for construction purposes, until the Director of Community Development has inspected the water supply lines in the building and certified that they comply with the plumbing code requirements of the Village and until the Public Works Department has inspected and approved the water service and the water meter.

The water service extension serving any property shall not be turned on by anyone other than Water Division employees or other persons authorized by the Public Works Director. (Ord. G-637, 7-13-1999)

8-2A-7: INSTALLATION OF WATER MAIN PREREQUISITE TO CONNECTION:

No water service may be made unless a water main meeting the requirements of this Title has been installed adjacent to the property to be served. (Ord. G-637, 7-13-1999)

8-2A-8: RECONSTRUCTION OF EXISTING SERVICE:

Where an existing property is served by a water service extending past adjacent property, such water service shall be reconstructed at the expense of the owner of the property served by such water service within one year after the placing in service of a water main adjacent to said property, or if such main already exists, within one year after March 27, 1973. (Ord. G-637, 7-13-1999)

8-2A-9: EXTENSIONS TO ADJOINING PREMISES PROHIBITED:

No property owner will be permitted to extend a water service across a lot to adjoining premises to avoid an extension of a water main to serve those adjoining premises. (Ord. G-637, 7-13-1999)

8-2A-10: RESPONSIBILITY AND PAYMENT OF WATER SERVICES:

Where a water service connection does not exist, said water service connection shall be installed by a licensed plumber at the sole expense of the owner of the premises being served.

Where a water service extension does not exist, said water service extension shall be installed by a licensed plumber at the sole expense of the owner of the premises being served. (Ord. G-637, 7-13-1999)

ARTICLE B. WATER METERS AND BILLING

SECTION:

8-2B-1: Water Meters

8-2B-2: Supply Of Water During Construction

8-2B-3: Payment Liability

8-2B-4: Billing Period And Payment

8-2B-5: Estimated Usage

8-2B-6: Water Shutoff; Inability To Read Meter

8-2B-7: Contested Bills

8-2B-8: Nonpayment Of Bills

8-2B-9: Village Treasurer's Duties

8-2B-1: WATER METERS:

A. Meter Requirements: All premises using water from the Village water system must be equipped with an accurate water meter obtained from the Village on payment of the required fees and installed by the Water Division or by a licensed plumber in a place of easy access. Said meter location shall, where possible, be located within three feet (3') of the point where the water service enters the building. Rigid conduit shall be installed extending from the meter to the outside register. Branch supplies, tees, wyes, etc., shall be prohibited between the meter and the water main. The water meter is and shall remain the property of the Village. Underground meter vaults or pits are prohibited.

B. Maintenance And Repair: Subsequent to installation, the water meter shall be maintained or, if necessary, replaced by the Village at the Village's cost and expense for normal wear and tear. The owner of the premises being served shall pay for the cost of repair or replacement of the meter for other than normal wear and tear. (Ord. G-637, 7-13-1999)

8-2B-2: SUPPLY OF WATER DURING CONSTRUCTION:

Premises may be supplied with unmetered water during construction at a cost determined pursuant to subsection 8-5-2H of this Title. (Ord. G-637, 7-13-1999)

8-2B-3: PAYMENT LIABILITY:

In every case, the owner of the served premises, the occupant thereof and the user of the service shall be jointly and severally liable to pay for the service on such premises; and the service is furnished to the premises by the Village only upon the condition that the owner of the premises, occupant and user of the service are jointly and severally liable therefor to the Village. Liability is for payment of all water used on the premises until written notice has been received by the Village that the use of water is no longer desired and the water service is turned off by the Village. Owners, occupants and users are liable for all water shown to have passed through the meter on the property whether by use, wastage, leakage or any other cause. (Ord. G-637, 7-13-1999)

8-2B-4: BILLING PERIOD AND PAYMENT:

A. Billing Period: Bills for metered service shall be rendered periodically and shall show the readings of the meter at the beginning and end of the period for which the bill is rendered.

B. Time Of Payment: Bills for water service shall be mailed or delivered to the customer's last address as shown by the records of the Village when due, but failure to receive a bill will not relieve the customer from the obligation to pay the same. All bills must be paid at the office of the Village. All bills for water service become delinquent twenty one (21) days after the date of bill and are subject to a late payment charge pursuant to subsection 8-5-3A of this Title.

The amount indicated on a bill as due (without penalty) will be accepted if mailed and postmarked within twenty one (21) days of the date of the bill. When the last day for payment falls on a Saturday, Sunday or legal holiday, the time for payment of the bill will automatically be extended to include the next business day. (Ord. G-637, 7-13-1999)

8-2B-5: ESTIMATED USAGE:

If a water meter at any time fails to accurately register the quantity of water consumed, or the Village is unable to obtain a water meter reading, the usage may be estimated on the basis of the quantity registered to the premises during the corresponding period of the preceding year. If there was no usage in the corresponding period of the preceding year, then the estimated usage shall be determined by the Village based on the typical consumption at similar premises. (Ord. G-637, 7-13-1999)

8-2B-6: WATER SHUTOFF; INABILITY TO READ METER:

In cases where, for any cause, access to the meter is denied for a period of forty five (45) days, the water supply may be shut off in whole or in part by the Village, provided that such water service shall not be shut off until a minimum of seven (7) days' written notice has been given to the party to whom the water bills are mailed and that the party will be given an opportunity to be heard as to why the service should not be shut off. The written notice shall also be posted by the Village on the entrance of the premises involved.

Notwithstanding the foregoing, the water service may be shut off immediately by the Village if the Public Works Director determines that an emergency exists. The water supply shall not be turned on until such access has been given and any expense incurred by the Village in connection therewith has been paid by the owner, occupant or user. (Ord. G-637, 7-13-1999)

8-2B-7: CONTESTED BILLS:

In cases where a customer files a written objection to any bill within twenty one (21) days of the date of the bill, the Village shall accept payment (without penalty) within ten (10) days after the customer has been notified of the results of the Village's investigation. Thereafter, a late payment charge shall be payable on the amount billed pursuant to subsection 8-5-3A of this Title.

In cases of a contested bill, the customer may request that the meter be tested for accuracy. No charge will be made for the test if it is found that the meter needs repair through normal use. If the meter is found to be accurate within two percent (2%), the customer shall be required to reimburse the Village for the cost of the test. (Ord. G-637, 7-13-1999)

8-2B-8: NONPAYMENT OF BILLS:

The water supply may be shut off in whole or in part from any premises for which the water bill or any other charges remain unpaid thirty (30) days after the date of such bill; provided, however, water service shall not be shut off until a minimum of seven (7) days' written notice has been given to the party to whom the water bills are mailed and that the party will be given an opportunity to be heard as to why the service should not be shut off. The written notice shall also be posted by the Village on the entrance of the premises involved. When the water has been shut off, the supply shall not be turned on except upon payment of all delinquent bills, and the fee specified for turning on water pursuant to subsection 8-5-2F of this Title.

In the event any water bills or any other charges are not paid within twenty one (21) days after rendition of the bill for such service, such charges shall be deemed and are hereby declared to be delinquent, and thereafter such delinquencies shall constitute liens upon the real estate for which such service is supplied, and the Village Treasurer is hereby authorized to file sworn statements showing such delinquencies, in excess of one hundred dollars (\$100.00), in the office of the Recorder of Deeds and the filing of such statements

shall be deemed notice of a lien for the payment of such charges for such service. (Ord. G-637, 7-13-1999)

8-2B-9: VILLAGE TREASURER'S DUTIES:

It is hereby made the duty of the Village Treasurer to render bills for water service and for all rates and charges in connection therewith and to collect all money due therefor.

All revenues and monies derived from the operation of the waterworks system shall be held by the Village Treasurer in a fund separate and apart from all other funds of the Village. The Village Treasurer shall administer such fund in every respect in the manner provided by 65 Illinois Compiled Statutes 5/11-129-5.

The Village Treasurer shall establish a proper system of accounts and shall keep proper books, records and accounts in which complete and correct entries shall be made of all transactions relative to the waterworks system, and at regular annual intervals he shall cause to be made an audit by an independent auditing concern of the books and records of the said waterworks system. (Ord. G-637, 7-13-1999)

ARTICLE C. RESTRICTIONS ON USE

SECTION:

8-2C-1: Application Of Regulations

8-2C-2: Prohibited Uses

8-2C-3: Landscape Watering

8-2C-4: Enforcement Of Article

8-2C-1: APPLICATION OF REGULATIONS:

The provisions of this article shall apply to all persons receiving water from the village. (Ord. G-637, 7-13-1999)

8-2C-2: PROHIBITED USES:

The use and withdrawal of water by any person for the following purposes is hereby prohibited:

A. Landscape Watering: Landscape watering other than in accordance with the schedule set forth in section 8-2C-3 of this article.

B. Ornamental Fountains: The operation of any ornamental fountain or other structure making a similar use of water not employing a recirculating system.

C. Swimming Pools: Swimming and wading pools not employing a filter and recirculating system.

D. Escape Through Defective Plumbing: The escape of water through defective plumbing.

E. Open-System Air Conditioning: All buildings containing, or in which it is proposed to install, an "air-conditioning system", as defined herein, shall comply with the following provisions:

1. Definitions:

AIR CONDITIONING: Cooling or dehumidification, or both, of space for human occupancy, food preservation, industrial processing or data processing.

AIR-CONDITIONING SYSTEM: One or more air-conditioning units, utilizing water-cooled condensers, the water for which passes through a common meter, whether or not the units are owned by the property owners, tenants or a combination thereof. Submetering of individual air-conditioning units serving the same or adjacent space under one property owner or tenant shall not create separate systems.

INSTALLED CAPACITY: The total number of tons of refrigeration installed on one air-conditioning system.

TON OF REFRIGERATION: One compressor horsepower (12,000 Btu), the heat required to melt ice at the rate of one ton of ice in twenty four (24) hours.

WATER-CONSERVING DEVICE: A cooling tower, spray pond, evaporative condenser or other equipment by which water is cooled and recirculated, thereby limiting the use of additional water to replace water lost through evaporation.

2. Permit Required: No air-conditioning system shall be erected, installed, altered, converted, remodeled, structurally repaired, moved or its use changed without a permit from the director of community development. A condition of such a permit shall be that the air-conditioning system be equipped with a water-conserving device approved by the director of community development.

F. Car Wash Facilities: All newly constructed or remodeled car wash facilities shall be equipped with a water recycling system. (Ord. G-637, 7-13-1999)

8-2C-3: LANDSCAPE WATERING:

A. Rationing: Landscape watering shall be permitted as follows:

1. Odd-Numbered Street Addresses: Tuesday, Thursday and Saturday – six o'clock (6:00) A.M. until ten o'clock (10:00) A.M. and six o'clock (6:00) P.M. until ten o'clock

(10:00) P.M., provided that newly seeded areas as well as planted sod may be sprinkled at any time on any day for a maximum period of two (2) weeks from the date of installation.

2. Even-Numbered Street Addresses: Wednesday, Friday and Sunday – six o'clock (6:00) A.M. until ten o'clock (10:00) A.M. and six o'clock (6:00) P.M. until ten o'clock (10:00) P.M., provided that newly seeded areas as well as planted sod may be sprinkled at any time on any day for a maximum period of two (2) weeks from the date of installation.

B. Hand-Held Watering Devices: Hand-held watering devices (including watering cans) may be used at any time on any day.

C. Other Than Village Water Supplies: Landscape watering with water not supplied by the village is permitted at any time on any day.

D. Notice For Other Periods: Notwithstanding all of the above provisions, upon notice from the village engineer, no person shall water at any time when watering would interfere with construction or maintenance of village or village-sponsored projects. (Ord. G-637, 7-13-1999; Ord. G-657, 4-11-2000)

8-2C-4: ENFORCEMENT OF ARTICLE:

A. Police Officers To Enforce: Every police officer of the village shall, in connection with his duties imposed by law, diligently enforce the provisions of this article.

B. Discontinuance Of Service: The village manager shall have the authority to enforce the provisions of this article by the discontinuance of water service in the event of violation hereof. In addition to any other penalties, any request to restore water service after a violation of section 8-2C-3 of this article shall be subject to the submission to the village of all applicable fees and charges.

C. Violation Notice; Penalty: In addition to the other penalties provided for in this section and in this code, the police department is authorized to place violation notices on the location of any violation of the provisions of this article; citations for such violations shall require the payment of two hundred fifty dollars (\$250.00) within thirty (30) days of the date of the violation notice in order to avoid further proceedings pursuant to the general penalty provisions of section 1-3-1 of this code. (Ord. G-637, 7-13-1999)

CHAPTER 3

CROSS-CONNECTION CONTROL REGULATIONS

SECTION:

8-3-1: Purpose And Applicability

8-3-2: Village Policy

8-3-3: Definitions

8-3-4: Water System

8-3-5: Cross-Connections Prohibited

8-3-6: Survey And Investigations

8-3-7: Where Protection Required

8-3-8: Type Of Protection Required

8-3-9: Backflow Prevention Devices

8-3-10: Inspection And Maintenance

8-3-11: Booster Pumps

8-3-12: Violations

8-3-1: PURPOSE AND APPLICABILITY:

A. Purpose: The purpose of these rules and regulations is:

1. To protect the public water supply system from contamination or pollution by isolating within the customer's water system contaminants or pollutants through the service connection into the public water supply.

2. To promote the elimination or control of existing cross-connections, actual or potential, between the public or consumer's potable water system and nonpotable water systems, plumbing fixtures and sources or systems containing substances of unknown or questionable safety.

3. To provide for the maintenance of a continuing program of cross-connection control which will prevent the contamination or pollution of the public and consumer's potable water systems.

B. Application Of Chapter: These rules and regulations shall apply to all premises served by the public potable water supply system of the Village. (Ord. G-637, 7-13-1999)

8-3-2: VILLAGE POLICY:

The owner or official custodian shall be responsible for protection of the public water supply system from contamination due to backflow or back-siphonage of contaminants through the customer's water service connection. If, in the judgment of the Public Works Director or his authorized representative, an approved backflow prevention device is necessary for the safety of the public water supply system, the Public Works Director shall give notice to the consumer to install such approved backflow prevention device at each service connection to the premises. The consumer shall immediately install such approved device or devices at his own expense. Failure, refusal or inability on the part of the consumer to install such device or devices immediately shall constitute grounds for discontinuing water service to the premises until such device or devices have been

installed. The consumer shall retain records of installation, maintenance, testing and repair as required in Section 8-3-6 of this Chapter for a period of at least five (5) years. The Public Works Director may require the consumer to submit a cross-connection inspection report to the Village Water Division to assist in determining whether or not service line protection will be required. All cross-connection inspections shall be conducted by a cross-connection device inspector certified by the Illinois Environmental Protection Agency. (Ord. G-637, 7-13-1999)

8-3-3: DEFINITIONS:

The following definitions shall apply in the interpretation and enforcement of these cross-connection control regulations:

ASSE: Association of State Sanitary Engineers.

AGENCY: Illinois Environmental Protection Agency.

APPROVED: Backflow prevention devices or methods approved by the Research Foundation For Cross-Connection Control of the University of Southern California, Association of State Sanitary Engineers, American Water Works Association, American National Standards Institute, or certified by the National Sanitation Foundation.

AUXILIARY WATER SYSTEM: Any water source or system on or available to the premises other than the public water supply system and includes the water supplied by the system. These auxiliary waters may include water from another purveyor's public water supply system; or water from a source such as wells, lakes, or streams, or process fluids; or used water. These waters may be polluted or contaminated or objectionable or constitute a water source or system over which the water purveyor does not have control.

BACKFLOW: The flow of water or other liquids, mixtures, or substances into the distribution pipes of a potable water system from any source other than the intended source of the potable water supply.

BACKFLOW PREVENTION DEVICE: Any device, method, or type of construction intended to prevent backflow into a potable water system. All devices used for backflow prevention in Illinois must meet the standards of the Illinois Plumbing Code and Illinois Environmental Protection Agency.

CCCDI: Cross-connection control device inspector.

CONSUMER OR CUSTOMER: The owner, official custodian or person in control of any premises supplied by or in any manner connected to a public water system.

CONSUMER'S WATER SYSTEM: Any water system located on the consumer's premises. A building plumbing system is considered to be a consumer's water system.

CONTAMINATION: An impairment of the quality of the water by entrance of any substance to a degree which could create a health hazard.

CROSS-CONNECTION: Any physical connection or arrangement between two (2) otherwise separate piping systems, one of which contains potable water and the other a substance of unknown or questionable safety or quality, whereby there may be a flow from one system into the other.

Direct Cross-Connection: A cross-connection formed when a water system is physically joined to a source of unknown or unsafe substance.

Indirect Cross-Connection: A cross-connection through which an unknown substance can be forced, drawn by vacuum or otherwise introduced into a safe potable water system.

DOUBLE CHECK VALVE ASSEMBLY: An assembly composed of single, independently acting check valves approved under ASSE Standard 1015. A double check valve assembly must include tight shut-off valves located at each end of the assembly and suitable connections for testing the water tightness of each check valve.

FIXED PROPER AIR GAP: The unobstructed vertical distance through the free atmosphere between the water discharge point and the flood level rim of the receptacle.

HEALTH HAZARD: Any condition, device or practice in a water system or its operation resulting from a real or potential danger to the health and well-being of consumers. The word "severe" as used to qualify "health hazard" means a hazard to the health of the user that could be expected to result in death or significant reduction in the quality of life.

INSPECTION: A plumbing inspection to examine carefully and critically all materials, fixtures, piping and appurtenances, appliances and installations of a plumbing system for compliance with requirements of the Illinois Plumbing Code, 77 Illinois Administrative Code 890.

NONPOTABLE WATER: Water not safe for drinking, personal, or culinary use as determined by the requirements of 35 Illinois Administrative Code 604.

PLUMBING: The actual installation, repair, maintenance, alteration or extension of a plumbing system by any person. Plumbing includes all piping, fixtures, appurtenances and appliances for a supply of water for all purposes, including without limitation lawn sprinkler systems, from the source of a private water supply on the premises or from the main in the street, alley or at the curb to within and about any building or buildings where a person or persons live, work or assemble. Plumbing includes all piping, from discharge of pumping units to and including pressure tanks in water supply systems. Plumbing includes all piping, fixtures, appurtenances, and appliances for a building drain and a sanitary drainage and related ventilation system of any building or buildings where a person or persons live, work or assemble from the point of connection of such building drain to the building sewer or private sewage disposal system five feet (5') beyond the foundation walls.

POLLUTION: The presence of any foreign substance (organic, inorganic, radiological, or biological) in water that tends to degrade its quality so as to constitute a hazard or impair the usefulness of the water.

POTABLE WATER: Water which meets the requirements of 35 Illinois Administrative Code 604 for drinking, culinary, and domestic purposes.

POTENTIAL CROSS-CONNECTION: A fixture or appurtenance with threaded hose connection, tapered spout, or other connection which would facilitate extension of the water supply line beyond its legal termination point.

PROCESS FLUIDS: Any fluid or solution which may be chemically, biologically or otherwise contaminated or polluted in a form or concentration such as would constitute a health, pollutional, or system hazard if introduced into the public or a consumer's potable water system. This includes, but is not limited to:

- A. Polluted or contaminated waters;
- B. Process waters;
- C. Used waters originating from the public water supply system which may have deteriorated in sanitary quality;
- D. Cooling waters;
- E. Questionable or contaminated natural waters taken from wells, lakes, streams, or irrigation systems;
- F. Chemicals in solution or suspension;
- G. Oils, gases, acids, alkalis, and other liquid and gaseous fluids used in industrial or other process, or for firefighting purposes.

PUBLIC WATER SUPPLY: All mains, pipes, and structures through which water is obtained and distributed to the public, including wells and well structures, intakes and cribs, pumping stations, treatment plants, reservoirs, storage tanks and appurtenances, collectively or severally, actually used or intended for use for the purpose of furnishing water for drinking or general domestic use and which serve at least fifteen (15) service connections or which regularly serve at least twenty five (25) persons at least sixty (60) days per year. A public water supply is either a "community water supply" or a "noncommunity water supply".

REDUCED PRESSURE PRINCIPAL BACKFLOW PREVENTION DEVICE: A device containing a minimum of two (2) independently acting check valves together with an automatically operated pressure differential relief valve located between the two (2) check valves and approved under ASSE Standard 1013. During normal flow and at the cessation of normal flow, the pressure between these two (2) check valves shall be less than the supply pressure. In case of leakage of either check valve, the differential relief valve, by discharging to the atmosphere, shall operate to maintain the pressure between the check valves at less than the supply pressure. The unit must include tightly closing shut-off valves located at each end of the device, and each device shall be fitted with properly located test cocks.

SERVICE CONNECTION: The opening, including all fittings and appurtenances, at the water main through which water is supplied to the user.

SURVEY: The collection of information pertaining to a customer's piping system regarding the location of all connections to the public water supply system and must include the location, type and most recent inspection and testing data of all cross-connection control devices and methods located within that customer's piping system. The survey must be in written form, and should not be an actual plumbing inspection.

SYSTEM HAZARD: A condition through which an aesthetically objectionable or degrading material not dangerous to health may enter the public water supply system or a consumer's potable water system.

USED WATER: Any water supplied by a public water supply system to a consumer's water system after it has passed through the service connection and is no longer under the control of the water supply official custodian.

WATER PURVEYOR: The owner or official custodian of a public water system. (Ord. G-637, 7-13-1999)

8-3-4: WATER SYSTEM:

A. The water system shall be considered as made up of two (2) parts; the public water supply system and the consumer's water system.

B. The public water supply system shall consist of the source facilities and the distribution system, and shall include all those facilities of the potable water system under the control of the Public Works Director up to the point where the consumer's water system begins.

C. The source shall include all components of the facilities utilized in the production, treatment, storage and delivery of water to the public water supply distribution system.

D. The public water supply distribution system shall include the network or conduits used to deliver water from the source to the consumer's water system.

E. The consumer's water system shall include all parts of the facilities beyond the water service pipe shut-off valve or curb stop used to convey water from the public water supply distribution system to points of use. (Ord. G-637, 7-13-1999)

8-3-5: CROSS-CONNECTIONS PROHIBITED:

A. Connections between potable water systems and other systems or equipment containing water or other substances of unknown or questionable quality are prohibited except when and where approved cross-connection control devices or methods are installed, tested, and maintained to ensure proper operation on a continuing basis.

B. No physical connection shall be permitted between the potable portion of a supply and any other water supply not of equal or better bacteriological and chemical quality as determined by inspection and analysis by the Agency. There shall be no arrangement or connection by which an unsafe substance may enter a supply. (Ord. G-637, 7-13-1999)

8-3-6: SURVEY AND INVESTIGATIONS:

A. The consumer's premises shall be open at all reasonable times to the approved cross-connection control device inspector for the inspection of the presence or absence of cross-connections within the consumer's premises, and testing, repair and maintenance of cross-connection control devices within the consumer's premises.

B. On request of the Public Works Director, or his authorized representative, the consumer shall furnish information regarding the piping system or systems of water use within the consumer's premises. The consumer's premises shall be open at all reasonable times to the Public Works Director for the verification of information submitted by the consumer to the Public Works Director regarding cross-connection inspection results.

C. It shall be the responsibility of the water consumer to arrange periodic surveys of water use practices on his premises to determine whether there are actual or potential cross-connections to his water system through which contaminants or pollutants could backflow into his or the public potable water system. All cross-connection control or other plumbing inspections must be conducted in accordance with 225 Illinois Compiled Statutes 320/3(1).

D. It is the responsibility of the water consumer to prevent backflow into the public water system by ensuring that:

1. Control Devices Required: All cross-connections are removed; or approved cross-connection control devices are installed for control of backflow and back-siphonage.

2. Installation: Cross-connection control devices are installed in accordance with the manufacturer's instructions.

3. Inspection: Cross-connection control devices are inspected at the time of installation and at least annually by a person approved by the Agency as a cross-connection control device inspector. The inspection of mechanical devices shall include physical testing in accordance with the manufacturer's instructions.

4. Testing And Records:

a. Each device shall be tested at the time of installation and at least annually or more frequently if recommended by the manufacturer.

b. Records submitted to the Village shall be available for inspection by Agency personnel in accordance with 415 Illinois Compiled Statutes 5/4(e).

c. Each device shall have a tag attached listing the date of the most recent test, name of CCCDI, and type and date of repairs.

d. A maintenance log shall be maintained and include:

Date of each test;

Name and approval number of person performing the test;

Test results;

Repairs or servicing required;

Repairs and date completed; and

Service performed and date completed. (Ord. G-637, 7-13-1999)

8-3-7: WHERE PROTECTION REQUIRED:

A. An approved backflow device shall be installed on all connections to the public water supply as described in the Illinois Plumbing Code, 77 Illinois Administrative Code 890 and the Agency's regulations, 35 Illinois Administrative Code 680. In addition, an approved backflow prevention device shall be installed on each service line to a consumer's water system serving premises where, in the judgment of the Public Works Director, actual or potential hazards to the public water supply system exist.

B. An approved backflow prevention device shall be installed on each service line to a consumer's water system serving premises where the following conditions exist:

1. Premises have an auxiliary water supply, unless such auxiliary supply is accepted as an additional source by the Public Works Director and the source is approved by the Illinois Environmental Protection Agency.

2. Premises on which any substance is handled which can create an actual or potential hazard to the public water supply. This shall include premises having sources or systems containing process fluids or waters originating from the public water supply system which are no longer under the sanitary control of the Public Works Director.

3. Premises having internal cross-connections that, in the judgment of the Public Works Director and/or the cross-connection control device inspector, are not correctable or intricate plumbing arrangements which make it impractical to determine whether or not cross-connections exist.

4. Premises where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete cross-connection survey.

5. Premises having a repeated history of cross-connections being established or reestablished.

C. An approved backflow prevention device shall be installed on all connections to the public water supply as described in the Illinois Plumbing Code, 77 Illinois Administrative Code 890 and the Agency's regulations 35 Illinois Administrative Code 680. In addition, an approved backflow prevention device shall be installed on each service line to a consumer's water system serving, but not necessarily limited to, the following types of facilities unless the Public Works Director determines that no actual or potential hazard to the public water supply system exists:

1. Hospitals, mortuaries, clinics, nursing homes;
2. Laboratories;
3. Piers, docks, waterfront facilities;
4. Sewage treatment plants, sewage pumping stations or storm water pumping stations;
5. Food or beverage processing plants;
6. Chemical plants;
7. Metal plating industries;
8. Petroleum processing or storage plants;
9. Radioactive material processing plants or nuclear reactors;
10. Car washes;
11. Pesticide, or herbicide or extermination plants and trucks; and
12. Farm service and fertilizer plants and trucks. (Ord. G-637, 7-13-1999)

8-3-8: TYPE OF PROTECTION REQUIRED:

A. The type of protection required under subsections 8-3-7B1 through B3 of this Chapter shall depend on the degree of hazard which exists as follows:

1. An approved fixed proper air gap separation shall be installed where the public water supply system may be contaminated with substances that could cause a severe health hazard.
2. An approved fixed proper air gap separation or an approved reduced pressure principle backflow prevention assembly shall be installed where the public water supply system may be contaminated with a substance that could cause a system or health hazard.
3. An approved fixed proper air gap separation or an approved reduced pressure principle backflow prevention assembly or a double check valve assembly shall be installed where the public water supply system may be polluted with substances that could cause a pollution hazard not dangerous to health.

B. The type of protection required under subsections 8-3-7B4 and B5 of this Chapter shall be an approved fixed proper air gap separation or an approved reduced pressure principle backflow prevention device.

C. Where a public water supply or an auxiliary water supply is used for a fire protection system, reduced pressure principle backflow preventers shall be installed on fire safety systems connected to the public water supply when:

1. The fire safety system contains antifreeze, fire retardant or other chemicals.
2. Water is pumped into the system from another source; or
3. Water flows by gravity from a nonpotable source; or water can be pumped into the fire safety system from any other source;
4. There is a connection whereby another source can be introduced into the fire safety system.

D. All other fire safety systems connected to the potable water supply shall be protected by a double check valve assembly on metered service lines and a double detector check valve assembly on unmetered service lines. (Ord. G-637, 7-13-1999)

8-3-9: BACKFLOW PREVENTION DEVICES:

A. All backflow prevention devices or methods required by these rules and regulations shall be approved by the Research Foundation for Cross-Connection Control of the University of Southern California, American Water Works Association, American Society of Sanitary Engineering, or American National Standards Institute or certified by the National Sanitation Foundation to be in compliance with applicable industry specifications.

B. Installation of approved devices shall be made in accordance with the manufacturer's instructions. Maintenance as recommended by the manufacturer of the device shall be performed and a manufacturer's maintenance manual shall be available on-site. (Ord. G-637, 7-13-1999)

8-3-10: INSPECTION AND MAINTENANCE:

A. It shall be the duty of the owner of any premises on which backflow prevention devices required by these regulations are installed to have inspections, tests, maintenance and repairs made in accordance with the following schedule or more often where inspections indicate a need or are specified in manufacturer's instructions.

1. Fixed proper air gap separations shall be inspected to document that a proper vertical distance is maintained between the discharge point of the service line and the flood level rim of the receptacle at the time of installation and at least annually thereafter. Corrections to improper or bypassed air gaps shall be made within twenty four (24) hours.

2. Double check valve assemblies shall be inspected and tested at time of installation and at least annually thereafter, and required service performed within five (5) days.

3. Reduced pressure principle backflow prevention assemblies shall be tested at the time of installation and at least annually or more frequently if recommended by the manufacturer, and required service performed within five (5) days.

B. Testing shall be performed by a person who has been approved by the Agency as competent to service the device. Proof of approval shall be in writing.

C. Each device shall have a tag attached listing the date of most recent test or visual inspection, name of tester, and type and date of repairs.

D. A maintenance log shall be maintained by the customer and include:

1. Date of each test or visual inspection;
2. Name and approval number of person performing the test or visual inspection;
3. Test results;
4. Repairs or servicing required;
5. Repairs and date completed; and
6. Servicing performed and date completed.

E. Whenever backflow prevention devices required by these regulations are found to be defective, they shall be repaired or replaced at the expense of the consumer without delay as required by subsection A of this Section.

F. Backflow prevention devices shall not be bypassed, made inoperative, removed or otherwise made ineffective without specific authorization by the Public Works Director. (Ord. G-637, 7-13-1999)

8-3-11: BOOSTER PUMPS:

A. Where a booster pump has been installed on the service line to or within any premises, such pump shall be equipped with a low pressure cut-off device designed to shut off the booster pump when the pressure in the service line on the suction side of the pump drops to twenty (20) psi or less.

B. It shall be the duty of the water consumer to maintain the low pressure cut-off device in proper working order and to certify to the Public Works Director, at least once a year, that the device is operable. (Ord. G-637, 7-13-1999)

8-3-12: VIOLATIONS:

A. The Public Works Director shall deny or discontinue, after reasonable notice to the occupants thereof, the water service to any premises wherein any backflow prevention device required by these regulations is not installed, tested, maintained and repaired in a manner acceptable to the Public Works Director, or if it is found that the backflow prevention device has been removed or bypassed, or if an unprotected cross-connection exists on the premises, or if a low pressure cut-off required by these regulations is not installed and maintained in working order.

B. Water service to such premises shall not be restored until the consumer has corrected or eliminated such conditions or defects in conformance with these regulations to the satisfaction of the Public Works Director and the submission to the Village of a water turn-on charge.

C. Neither the Village, the Public Works Director, or its agents or assigns shall be liable to any customers of the Village's water supply system for any injury, damages, or lost revenues which may result from termination of said customer's water supply in accordance with the terms of this Section, whether or not said termination of the water supply was with or without notice.

D. The consumer responsible for back-siphoned material or contamination through backflow, if contamination of the potable water supply system occurs through an illegal cross-connection or an improperly installed, maintained or repaired device, or a device which has been bypassed, must bear the cost of cleanup of the potable water supply system.

E. Any person found to be violating any provision of this Chapter shall be served with written notice stating the notice of the violation and providing a reasonable time limit of the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

F. Any person violating any of the provisions of this Chapter in addition to the fine provided in the general penalty in Section 1-3-1 of this Code, shall become liable to the Village for any expense, loss or damage occasioned by the Village by reason of such violation, whether the same was caused before or after notice. (Ord. G-637, 7-13-1999; 2000 Code)

CHAPTER 4 TREES AND SHRUBS

SECTION:

8-4-1: Location Of Trees And Shrubs

8-4-2: Trees, Shrubs, Vines And Other Greenery Causing Obstructions Or Other Dangerous Conditions

8-4-3: Infectious Or Diseased Trees And Shrubs

8-4-4: Damage, Attachment To Trees

8-4-1: LOCATION OF TREES AND SHRUBS:

Any trees or shrubs located within public rights of way are public property under the control and jurisdiction of the village. All trees or shrubs placed within public rights of way shall become the property of the village upon their placement.

Trees may be planted within public ways in accordance with the public works construction standards and upon receipt of a permit. Approved tree species are listed within the public works construction standards. Placement of trees shall be limited to areas that do not impede or interfere with the sight of pedestrians or operators of vehicles. The applicant shall provide any landscape watering necessary. (Ord. G-637, 7-13-1999)

8-4-2: TREES, SHRUBS, VINES AND OTHER GREENERY CAUSING OBSTRUCTIONS OR OTHER DANGEROUS CONDITIONS:

A. Every owner or occupant of any house, building, lot, or premises in the village shall keep trees, shrubs, vines, and other vegetation located on his or her property trimmed and maintained so as to prevent or remove the following conditions:

1. Any tree which is dead, dangerous, or likely to fall or that is so unsafe, unhealthy, diseased, or insect infected (including, without limitation, ash trees infested with the emerald ash borer and pine trees impacted with pine wilt) as to constitute a hazard to persons, public property, private property or other vegetation;
2. The obstruction of any street, pedestrian path, or any public way to any extent which interferes or obstructs: a) the free passage of pedestrians or motorists; b) a clear view along such streets, paths and at any street or driveway intersection; or c) the reflection of any streetlights;
3. The obstruction of any sewer, drainageway, or septic field;
4. The dangerous proximity of any tree or other vegetation to public utility lines; and
5. The interference with any existing or proposed public improvement.

Said conditions are hereby declared to be nuisance greenery and any tree or other vegetation located on private property which is allowed to grow in violation of the foregoing subsections shall be deemed a weed subject to abatement by the village as provided by state statute.

B. Whenever any person whose duty it is to keep any tree or other vegetation trimmed or cut as provided in the preceding subsection shall fail to do so in the judgment of the village manager or his or her designee, the public works director may cause written notice to be served upon such person requiring such person to perform the work within fourteen (14) days following mailing or personal delivery of such notice. Such notice shall also notify the owner that, unless the required work is done within such fourteen (14) day period, the

village will proceed with the work, assess the cost thereof against the owner, and impose a lien for such cost on the affected property if not paid by the owner within thirty (30) days after billing.

C. The notice referred to in subsection B of this section shall be personally served or sent by registered mail to the person to whom was sent the last preceding general tax bill for the property upon which the tree or trees affected is or are located, and a copy of said notice shall be mailed to the occupant of such property.

D. Within fourteen (14) days following delivery or mailing of the notice described in the preceding subsection, the owner of the property shall cause the nuisance to be removed or remedied. If the owner or occupant shall neglect or refuse to trim or maintain the trees or other vegetation as required by the notice, the village may promptly cause the removal or remedy of the nuisance by village employees or contractors. If the village shall so cause the removal or remedy of any such nuisance, all direct and indirect expenses incurred in connection therewith, including the costs of collection, shall be assessed against the property owner. In the event such expenses are not paid upon billing, the village clerk, not later than thirty (30) days after billing, shall file a notice of lien against such property for the amount of such expenses in the manner provided by statute. (Ord. G-958, 12-13-2011)

8-4-3: INFECTIOUS OR DISEASED TREES AND SHRUBS:

A. The public works director shall be responsible for the control of infectious diseases and the removal of any trees on village property physically damaged to the extent that they cannot be saved.

B. All trees infected with an infectious disease as determined by the public works director are hereby declared to be a public nuisance. The public works director is authorized to enter onto any public or private property to remove any tree so infected when the owner of such property refuses or neglects to test and remove such tree.

C. If it is determined that any tree is so infected, the public works director shall notify the owner of the premises upon which the tree is located in writing to remove such tree. If the owner does not cause the same to be removed and destroyed within ten (10) days of receipt of such notification, the public works director shall enter upon such property and remove such tree. Express power to so enter upon such lands and remove such tree is hereby conferred upon such public works director. Any costs or expenses incurred by the village in removing any tree so diseased shall be charged to the owner and, if not paid within thirty (30) days after billing, become a lien upon the real estate affected, provided the village files a notice of lien in the office of recorder of deeds in the county in which the real estate is located. (Ord. G-637, 7-13-1999)

8-4-4: DAMAGE, ATTACHMENT TO TREES:

A. Damaging Public Trees: It shall be unlawful for any person to remove, cut down, damage, or injure any tree in any public right of way.

B. Attachments To Trees: It shall be unlawful for any person to attach any material, wire, insulator or any wire appurtenance to any tree within public right of way. (Ord. G-637, 7-13-1999)

CHAPTER 5

FEES, CHARGES AND BONDS

SECTION:

8-5-1: Performance Security Required

8-5-1-1: Utility And Telecommunication Companies

8-5-1-2: All Other Applicants

8-5-1-3: Default In Performance; Performance Security Forfeited

8-5-1-4: Completion; Return Of Performance Security

8-5-2: Fees And Charges

8-5-3: Due Date Of Fees And Charges; Statements

8-5-4: Starting Work Without Permit

8-5-1: PERFORMANCE SECURITY REQUIRED:

8-5-1-1: UTILITY AND TELECOMMUNICATION COMPANIES:

A. Requirement And Purpose: Any public or private utility or telecommunications company applying for a permit required by this Title shall file a performance security in a form and in an amount as set forth in this Section, unless a company has a franchise agreement stating otherwise. The performance security shall be continuously maintained in accordance with this Section at the permittee's sole expense until the completion of the work authorized by the permit. This security may also be used by the Village to complete the work in accordance with the permit or perform certain minimum requirements as determined by the Village Engineer in the event that the permittee fails to complete said work. The performance security shall serve as security for:

1. The guarantee of faithful performance of the work and conditions covered by the permit;

2. Any expenditure, damage, or loss incurred by the Village occasioned by the permittee's failure to comply with any codes, rules, regulations, orders, permits or other directives of the Village issued pursuant to this Title;

3. The payment by permittee of all liens and all damages, claims, costs, or expenses that the Village may pay or incur by reason of any action or nonperformance by permittee in violation of this Title including, without limitation, any damage to public property or restoration work the permittee is required to perform that the Village must perform itself or have completed as a consequence solely of the permittee's failure to perform or complete, and all other payments due the Village from the permittee pursuant to this Title or any other applicable law.

B. Form: The permittee shall provide the performance security to the Village in the form, at the permittee's election, of cash, a surety bond in a form acceptable to the Village, or an unconditional irrevocable letter of credit in a form acceptable to the Village. Any surety bond or letter of credit provided pursuant to this subsection shall, at a minimum:

1. Provide that it will not be canceled without prior notice to the Village and the permittee; and
2. Not require the consent of the permittee prior to the collection by the Village of any amounts covered by it; and
3. Shall provide a location convenient to the Village and within the State at which it can be drawn.

C. Amount: The dollar amount of the performance security shall be sufficient to provide for one hundred ten percent (110%) of the reasonably estimated cost, as determined by the Village Engineer, to restore the public ways and public utility easements to at least as good a condition as that existing prior to the construction under the permit, as determined by the Village Engineer, and may also include reasonable, directly related costs that the Village estimates are likely to be incurred if the permittee fails to perform such restoration. Where the construction of facilities proposed under the permit will be performed in phases in multiple locations in the Village, with each phase consisting of construction of facilities in one location or a related group of locations, and where construction in another phase will not be undertaken prior to substantial completion or restoration in the previous phase or phases, the Village Engineer may, in the exercise of sound engineering judgment, allow the permittee to post a single amount of security which shall be applicable to each phase of the construction under the permit. The amount of the performance security for phased construction shall be equal to the greatest amount that would have been required under the provisions of this subsection for any single phase.

D. Withdrawals: The village, upon fourteen (14) days' advance written notice clearly stating the reason for, and its intention to exercise withdrawal rights under this subsection, may withdraw an amount from the performance security, provided that the permittee has not reimbursed the village for such amount within the fourteen (14) day notice period. Withdrawals may be made if the permittee:

1. Fails to make any payment required to be made by the permittee hereunder; or
2. Fails to pay any liens relating to the facilities that are due and unpaid; or

3. Fails to reimburse the village for any damages, claims, costs or expenses which the village has been compelled to pay or incur by reason of any action or nonperformance by the permittee; or

4. Fails to comply with any provision of this title that the village determines can be remedied by an expenditure of an amount in the performance security.

E. Replenishment: Within fourteen (14) days after receipt of written notice from the village that any amount has been withdrawn from the performance security, the permittee shall restore the performance security to the amount specified in subsection C of this section.

F. Interest: The permittee may request that any and all interest accrued on the amount in the performance security be returned to the permittee by the village, upon written request for said withdrawal to the village, provided that any such withdrawal does not reduce the performance security below the minimum balance required in subsection C of this section.

G. Closing And Return Of Performance Security: Upon completion by the permittee and approval by the village of the work authorized under the permit, the performance security shall be refunded to the permittee, or such portion thereof as remains on deposit, within a reasonable time after account is taken for all offsets necessary to compensate the village for failure by the permittee to comply with any provisions of this title or other applicable law. In the event of any revocation of the permit, the performance security, and any and all accrued interest therein, shall become the property of the village.

H. Rights Not Limited: The rights reserved to the village with respect to the performance security are in addition to all other rights of the village, whether reserved by this title or otherwise authorized by law, and no action, proceeding or exercise of right with respect to said performance security shall affect any other right the village may have. Notwithstanding the foregoing, the village shall not be entitled to a double monetary recovery with respect to any of its rights which may be infringed or otherwise violated. (Ord. G-637, 7-13-1999)

8-5-1-2: ALL OTHER APPLICANTS:

Each applicant for a permit required by this title other than utility and telecommunication companies shall file a performance security in the form of cash in the amount of two thousand dollars (\$2,000.00) to guarantee faithful performance of the work covered by the permit. This security may also be used by the village to complete the work in accordance with the permit or perform certain minimum requirements as determined by the village engineer in the event that the permittee fails to complete said work.

Notwithstanding the above, no cash performance security shall be required under this section for:

A. Any municipal corporation; or

B. Any homeowners' association organized as a not for profit corporation if the estimated cost of the work, as approved by the village engineer, is less than ten thousand dollars (\$10,000.00); or

C. Tree and shrub installation; or

D. The removal of a driveway; or

E. The replacement of a driveway so long as the replacement driveway is of the same dimensions and constructed in the same location as the previous driveway. (Ord. G-981, 9-25-2012)

8-5-1-3: DEFAULT IN PERFORMANCE; PERFORMANCE SECURITY FORFEITED:

Whenever the village determines that a default or violation has occurred in the performance of any term or condition of a permit or of any provision of this title, written notice thereof shall be given to the permittee or his agent engaged in the work. Such notice shall contain a statement of the default or violation, state the work to be done, the period of time deemed by the village to be necessary for the completion of such work (such time shall not be less than 15 days unless the default or violation is deemed by the village engineer to be an emergency in which case the work shall be accomplished immediately), and that the performance security will be forfeited if the permittee fails to perform. Such notice shall be given either by personal delivery thereof to the permittee, or his agent engaged in the work, by certified or registered United States mail addressed to the person to be notified, or by telefax and regular mail. Thereafter, the permittee shall, within the time therein specified, cause the required work to be performed. If the permittee fails to perform within the allotted time, the performance security shall be forfeited and may be used by the village to pay for the cost of doing the work set forth in the notice or such minimum requirements as determined by the village engineer. (Ord. G-637, 7-13-1999)

8-5-1-4: COMPLETION; RETURN OF PERFORMANCE SECURITY:

Upon completion by the permittee and approval by the village of the permit work, the performance security shall be refunded to the permittee. In the event that the village is unable to locate the permittee upon reasonable inquiry, the village shall retain said security for three (3) years after which the permittee shall forfeit the security to the village. (Ord. G-637, 7-13-1999)

8-5-2: FEES AND CHARGES:

A. Plan Review And Inspection Fees: Any work within public ways or public utility easements or any water service extension construction shall be subject to the following plan review and inspection fees prior to the issuance of any permit for such work:

1. Plan Review: Actual hours of review multiplied by ~~sixty two dollars (\$62.00)~~ one hundred dollars (\$100.00) per hour. Minimum fee: ~~Sixty two dollars (\$62.00)~~ one hundred dollars (\$100.00).

In addition to the above fees, all applicants shall reimburse the village for any outside consulting review charges within thirty (30) days of the date the village seeks reimbursement for such charges.

2. Inspection:

Estimated Cost Of Construction	Fee – Two percent (2%) of the cost of construction
Less than \$2,000.00	\$60.00
\$2,000.01 – \$5,000.00	3.0 percent¹
\$5,000.01 – \$20,000.00	2.5 percent¹
\$20,000.01 – \$50,000.00	2.0 percent¹
\$50,000.01 and over	1.5 percent¹

Note:

1. Based upon estimated cost of construction as determined by the village engineer.

In addition to the above fees, all applicants shall reimburse the village for any outside consulting inspection charges within thirty (30) days of the date the village seeks reimbursement for such charges.

3. Serve As Reimbursement: Said fees shall serve as reimbursement to the village for services rendered.

4. Fees And Charges Waived And Not Required: The plan review and inspection fees established in this section shall be waived and not required as stipulated in section 1-14-2 of this code.

B. Meter Charge: There shall be a fee for a water meter based on the actual costs for time and materials incurred by the village.

C. Water Service Connection And Extension Fees:

1. For each water service connection made prior to July 15, 1999: This fee includes a connection fee and a fee for inspection of all lines.

RESIDENTIAL

Meter Size Connection Fee

5/8 inch	\$1,198.00
1 inch	1,546.00
1 1/2 inch	1,945.00

COMMERCIAL

a. A fee for each of the first twelve (12) months' usage commencing with the first full month of usage occurring after the issuance of occupancy permits determined in the manner provided.

$$\text{Fee} = \$0.36 \times \frac{\text{gallons used per meter reading}}{\text{The number of days per month of usage}}$$

Example:

Days Of Operation Per Week

Number Of Days Per Month Of Usage

5.0

21.67

5.5

23.83

6.0

26.00

7.0

30.33

b. The fee determined pursuant to subsection C1a of this section shall be recomputed by the Village upon the expiration of a period of thirty six (36) months after the first full month of usage as determined above as follows:

$$\text{Fee} = \frac{\$4.32 \times \text{gallons used per meter reading for the last 12 months of stated 36 month period}}{\text{Number of days of operation in the last 12 months of stated 36 month period}}$$

The fee so recomputed shall then be adjusted by the amount determined and paid pursuant to subsection C1a of this section and any additional amount resulting from said recomputation shall be paid when billed; and any reduction resulting therefrom shall be reimbursed by the Village.

c. In the event that there is a substantial change in the use of the premises subject to the fee hereinabove provided at any time during the thirty six (36) month term described above, the fee provided in subsection C1a of this section shall be recomputed in accord with subsection C1b of this section as though the month in which the change in use occurs was the last month of the thirty six (36) month term provided in subsection C1b of this section.

2. New Connection Fee: For new water service connection made on or after July 15, 1999: This fee is assessed based on the size of the water extension and includes the fee for inspection of all lines.

Water Service Extension Size	Connection Fee
1 inch	\$ 1,150.00
1 1/2 inch	2,760.00
2 inch	3,680.00
3 inch	7,360.00
4 inch	11,500.00
6 inch	23,000.00
8 inch	74,750.00

There shall be no water service connection or extension fee for water lines used exclusively for irrigating/sprinkling (landscape watering) on predominantly public property within the Village.

3. Charges For Upgrades To Preexisting Service: Where a new building is constructed, or an existing building or structure is altered, modified, or newly occupied on a lot or tract to which water service has been previously provided, and the new construction, alteration, modification, occupancy, or addition requires a larger water service extension than the existing or previous service, no permit shall be issued for the new construction, alteration, modification, occupancy, or addition before the service applicant or customer pays the

incremental difference between the connection fee required for the previous water service extension size and the connection fee required for the newly enlarged water service extension as specified in this section.

D. Fire Protection Line Charge: Four thousand seven hundred forty three dollars (\$4,743.00).

E. Repair Of Damaged Water Meters: Twenty five dollars (\$25.00) plus cost of required parts.

F. Delinquency Fee/Water Service Termination Fee: Turning on water following the interruption of service shall be subject to a charge of one hundred and fifty dollars (\$150.00) during normal working hours and two hundred and fifty dollars (\$250.00) after normal working hours.

G. Water Consumption Charges:

1. A monthly service charge of ten dollars and no cents (\$10.00) per customer account is hereby imposed, effective for any billing periods after January 1, 2023.

2. Effective January 1, 2024, water shall be charged at the rate of twelve dollars and eighty-nine cents (\$12.89) per thousand gallons for residential customers of the Village of Oak Brook and at the rate of fourteen and forty-nine cents (\$14.49) for commercial customers of the Village of Oak Brook.

3. Effective January 1, 2023, water drawn from the hydrant at 3003 Jorie Boulevard shall be charged at a rate of fourteen dollars and forty-nine cents (\$14.49) per thousand gallons.

H. Construction Water: Unmetered water during construction, for a one hundred twenty (120) day period, as provided in section 8-2B-2 of this title:

1 inch water service extension or smaller	\$150.00
1 1/2 inch to 3 inch water service extension, inclusive	300.00
4 inch water service extension or larger	575.00

Water used in excess of one hundred twenty (120) days shall require a second charge for the second one hundred twenty (120) day period and any subsequent periods thereafter.

I. Water Rate, Extension And Connection Fees: Water used from the Village system and all fees at premises not located within the Village shall be paid for as required hereunder at a rate or fee equal to the then applicable rate or fee relative to usage or fee within the Village except in those instances wherein a separate agreement has been approved by the Village or the same is otherwise provided for. (Ord. G-637, 7-13-1999; Ord. G-689, 12-11-2001; Ord. G-707, 12-10-2002; Ord. G-716, 3-11-2003; Ord. G-736, 11-25-2003; Ord. G-737,

12-9-2003; Ord. G-769, 12-14-2004; Ord. G-770, 12-14-2004; Ord. G-793, 12-13-2005; Ord. G-798, 1-24-2006; Ord. G-822, 1-9-2007; Ord. G-843, 10-23-2007; Ord. G-852, 1-8-2008; Ord. G-876, 12-15-2008; Ord. G-878, 12-15-2008; Ord. G-906, 11-10-2009; Ord. G-907, 12-8-2009; Ord. G-940, 12-14-2010; Ord. G-957, 12-13-2011; Ord. G-985, 11-13-2012; Ord. G-1012, 11-12-2013; Ord. G-1040, 10-28-2014; Ord. G-1066, 11-10-2015, eff. 1-1-2016; Ord. G-1092, 12-13-2016, eff. 1-1-2017; Ord. G-1119, 12-12-2017, eff. 1-1-2018; Ord. G-1142, 12-11-2018, eff. 1-1-2019; Ord. G-1147, 3-26-2019; Ord. G-1156, 12-10-2019; Ord. G-1174, 12-8-2020, eff. 1-1-2021; Ord. G-1201, 12-14-2021; Ord. G-1222, 12-13-2022; Ord. G-1242, 10-24-2023)

8-5-3: DUE DATE OF FEES AND CHARGES; STATEMENTS:

A. If any statement for fees and charges required by section 8-5-2 of this chapter has not been paid in full within twenty one (21) days of the date it was rendered, a ten percent (10%) penalty charge on the unpaid balance shall be added to the customer's account. The Finance Director is authorized to waive such ten percent (10%) amount, at the written request of the customer, once annually. This waiver will be automatically granted if the customer has a proven good payment history.

B. There shall be charged a fee as determined by the ~~Village Treasurer~~ Finance Director for all payments returned by the maker's bank for insufficient funds, regardless of the date the payment was attempted. (Ord. G-637, 7-13-1999)

8-5-4: STARTING WORK WITHOUT PERMIT:

In addition to the fees and charges listed in section 8-5-2 of this chapter, a fee of ~~five~~ **seven-hundred and fifty** dollars (\$750.00) shall be charged to an applicant who begins work without a permit. (Ord. G-907, 12-8-2009)

CHAPTER 6

CONSTRUCTION OF **SMALL WIRELESS** FACILITIES IN THE RIGHTS-OF-WAY

SECTION:

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8-6-1: PURPOSE AND SCOPE:

A. Purpose: The purpose of this chapter is to establish policies and procedures for constructing **small wireless** facilities on rights-of-way within the Village's jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage, and visual qualities of the Village rights-of-way and the Village as a whole.

B. Intent: In enacting this chapter, the Village intends to exercise its authority over the rights-of-way in the Village and, in particular, the use of the public ways and property by establishing uniform standards to address issues presented by small wireless facilities **and utility facilities**, including without limitation:

1. Prevent interference with the use of streets, sidewalks, alleys, parkways and other public ways and places;

2. Prevent the creation of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;
3. Prevent interference with the facilities and operations of the Village's utilities and of other utilities lawfully located in rights-of-way or public property;
4. Protect against environmental damage, including damage to trees, from the installation of facilities;
5. Protect against increased stormwater run-off due to structures and materials that increase impermeable surfaces;
6. Preserve the character of the neighborhoods in which facilities are installed;
7. Preserve open space, particularly the tree-lined parkways that characterize the Village's residential neighborhoods;
8. Prevent visual blight from the proliferation of facilities in the rights-of-way; and
9. Assure the continued safe use and enjoyment of private properties adjacent to facilities locations.

C. **Facilities Subject To This Chapter:** This chapter applies to all facilities on, over, above, along, upon, under, across, or within the rights-of-way within the jurisdiction of the Village. A facility lawfully established prior to the effective date of this chapter may continue to be maintained, repaired and operated by the wireless provider or utility as presently constructed and located, except as may be otherwise provided in any applicable franchise, license or similar agreement.

D. **Franchises, Licenses, Or Similar Agreements:** The Village, in its discretion and as limited by law, may require utilities to enter into a franchise, license or similar agreement for the privilege of locating their facilities on, over, above, along, upon, under, across, or within the Village rights-of-way. Utilities that are not required by law to enter into such an agreement may request that the Village enter into such an agreement. In such an agreement, the Village may provide for terms and conditions inconsistent with this chapter.

E. **Effect Of Franchises, Licenses, Or Similar Agreements:**

1. **Utilities Other Than Telecommunications Providers:** In the event that a utility other than a telecommunications provider has a franchise, license or similar agreement with the Village, such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.

2. **Telecommunications Providers:** In the event of any conflict with, or inconsistency between, the provisions of this chapter and the provisions of any franchise, license or similar agreement between the Village and any telecommunications provider, the provisions of such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.

F. Conflicts With Other Chapters: This chapter supersedes all chapters or parts of chapters adopted prior hereto that are in conflict herewith, to the extent of such conflict.

G. Conflicts With State And Federal Laws: In the event that applicable Federal or State laws or regulations conflict with the requirements of this chapter, the utility shall comply with the requirements of this chapter to the maximum extent possible without violating Federal or State laws or regulations.

H. Sound Engineering Judgment: The Village shall use sound engineering judgment when administering this chapter and may exercise the power described in section 8-6-22 of this chapter to vary the standards, conditions, and requirements expressed in this chapter when the Village so determines. Nothing herein shall be construed to limit the ability of the Village to regulate its rights-of-way for the protection of the public health, safety and welfare. (Ord. G-1117, 11-14-2017; Ord. G-1130, 7-10-2018)

8-6-2: DEFINITIONS:

As used in this chapter and unless the context clearly requires otherwise, the words and terms listed shall have the meanings ascribed to them in this section. Any term not defined in this section shall have the meaning ascribed to it in 92 Ill. Adm. Code section 530.30, unless the context clearly requires otherwise.

AASHTO: American Association of State Highway and Transportation Officials.

ANSI: American National Standards Institute.

ASTM: American Society for Testing and Materials.

ANTENNA: Communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of any type of wireless communications services. (RF) radiation, to be operated or operating from a fixed location pursuant to Federal Communications Commission (FCC) authorization, for the provision of personal wireless service and any commingled information services. The antenna does not include an unintentional radiator, mobile station or device.

APPLICANT: A person or entity that applying applies for a permit under this chapter and the agents, employees and contractors of such person or entity.

APPLICATION: a request submitted by an applicant to the Village for a permit to collocate small wireless facilities at a specified location, and a request that includes the installation of a new utility pole for such collocation, as well as any applicable fee for the review of such application.

BACKFILL: The methods or materials for replacing excavated material in a trench or pit.

BORE OR BORING: To excavate an underground cylindrical cavity for the insertion of a pipe or electrical conductor.

CABLE OPERATOR: That term as defined in 47 USC 522(5).

CABLE SERVICE: That term as defined in 47 USC 522(6).

CABLE SYSTEM: That term as defined in 47 USC 522(7).

CARRIER PIPE: The pipe enclosing the liquid, gas or slurry to be transported.

CASING: A structural protective enclosure for transmittal devices such as: carrier pipes, electrical conductors, and fiber optic devices.

CLEAR ZONE: The total roadside border area, starting at the edge of the pavement, available for safe use by errant vehicles. This area may consist of a shoulder, a recoverable slope, a non-recoverable slope, and a clear run-out area. The desired width is dependent upon the traffic volumes and speeds, and on the roadside geometry. Distances are specified in the AASHTO Roadside Design Guide.

COATING: Protective wrapping or mastic cover applied to buried pipe for protection against external corrosion.

CODE: The Municipal Code of the Village of Oak Brook.

COLLOCATE OR COLLOCATION: To install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

COMMUNICATIONS SERVICE: Cable service, as defined in 47 USC 522(6), as amended; information service, as defined in 47 USC 153(24), as amended; telecommunications service, as defined in 47 USC 153(53), as amended; mobile service, as defined in 47 USC 153(33), as amended; or wireless service other than mobile service.

COMMUNICATIONS SERVICE PROVIDER: A cable operator, as defined in 47 USC 522(5), as amended; a provider of information service, as defined in 47 USC 153(24), as amended; a telecommunications carrier, as defined in 47 USC 153(51), as amended; or a wireless provider.

CONCEALED FACILITY: A wireless facility mounted on a structure located within the right-of-way that is enclosed, camouflaged, screened, obscured or otherwise not readily distinguishable from the structure on which it is mounted to an observer at ground level.

CONDUCTOR: Wire carrying electrical current.

CONDUIT: A casing or encasement for wires or cables.

CONSTRUCTION OR CONSTRUCT: The installation, repair, maintenance, placement, alteration, enlargement, demolition, modification or abandonment in place of facilities.

COVER: The depth of earth or backfill over buried utility pipe or conductor.

CROSSING FACILITY: A facility that crosses one or more right-of-way lines of a right-of-way.

DIRECTOR OF PUBLIC WORKS: The Village Director of Public Works or his or her designee.

DISRUPT THE RIGHT-OF-WAY: For the purposes of this chapter, any work that obstructs the right-of-way or causes a material adverse effect on the use of the right-of-way for its intended use. Such work may include, without limitation, the following: excavating or other cutting; placement (whether temporary or permanent) of materials, equipment, devices, or structures; damage to vegetation; and compaction or loosening of the soil, and shall not include the parking of vehicles or equipment in a manner that does not materially obstruct the flow of traffic on a highway.

EMERGENCY: Any immediate maintenance to the facility required for the safety of the public using or in the vicinity of the right- of-way or immediate maintenance required for the health and safety of the general public served by the utility.

ENCASEMENT: Provision of a protective casing.

ENGINEER: The Village Engineer or his or her designee.

EQUIPMENT: Materials, tools, implements, supplies, and/or other items used to facilitate construction of facilities.

EXCAVATION: The making of a hole or cavity by removing material, or laying bare by digging.

EXTRA HEAVY PIPE: Pipe meeting ASTM standards for this pipe designation.

FACILITY: All structures, devices, objects, and materials (including, but not limited to, track and rails, wires, ducts, fiber optic cable, antennas, vaults, boxes, equipment enclosures, cabinets, pedestals, poles, conduits, grates, covers, pipes, cables, small wireless facilities, as defined in this section, and appurtenances thereto) located on, over, above, along, upon, under, across, or within rights-of-way under this chapter. For purposes of this chapter, the term "facility" shall not include any facility owned or operated by the Village.

FREESTANDING FACILITY: A facility that is not a crossing facility or a parallel facility, such as a monopole, utility pole, antenna, transformer, pump, or meter station.

FRONTAGE ROAD: Roadway, usually parallel, providing access to land adjacent to the highway where it is precluded by control of access to a highway.

HAZARDOUS MATERIALS: Any substance or material which, due to its quantity, form, concentration, location, or other characteristics, is determined by the Village Engineer to pose an unreasonable and imminent risk to the life, health or safety of persons or property or to the ecological balance of the environment, including, but not limited to explosives, radioactive materials, petroleum or petroleum products or gases, poisons, etiology (biological) agents, flammables, corrosives or any substance determined to be hazardous or toxic under any Federal or State law, statute or regulation.

HIGHWAY: A specific type of right-of-way used for vehicular traffic including rural or urban roads or streets. "Highway" includes all highway land and improvements, including roadways, ditches and embankments, bridges, drainage structures, signs, guardrails, protective structures and appurtenances necessary or convenient for vehicle traffic.

HIGHWAY CODE: The Illinois Highway Code, 605 Illinois Compiled Statutes 5/1-101 et seq., as amended from time to time.

HISTORIC DISTRICT OR HISTORIC LANDMARK: A building, property, or site, or group of buildings, properties, or sites that are either: a) listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the Federal agency to list properties and determine their eligibility for the National Register, in accordance with section VI.D.1.a.i through section VI.D.1.a.v of the Nationwide Programmatic Agreement codified at 47 CFR part 1, appendix C; or b) designated as a locally landmarked building, property, site, or historic district by an ordinance adopted by the Village pursuant to a preservation program that meets the requirements of the Certified Local Government Program of the Illinois State Historic Preservation Office or where such certification of the preservation program by the Illinois State Historic Preservation Office is pending.

HOLDER: A person or entity that has received authorization to offer or provide cable or video service from the ICC pursuant to the Illinois Cable and Video Competition Law, 220 Illinois Compiled Statutes 5/21-401.

ICC: Illinois Commerce Commission.

IDOT: Illinois Department of Transportation.

JULIE: The Joint Utility Locating Information for Excavators Utility Notification Program.

JACKING: Pushing a pipe horizontally under a roadway by mechanical means with or without boring.

JETTING: Pushing a pipe through the earth using water under pressure to create a cavity ahead of the pipe.

JOINT USE: The use of pole lines, trenches or other facilities by two (2) or more utilities.

MAJOR INTERSECTION: The intersection of two (2) or more major arterial highways.

MONOPOLE: A structure composed of a single spire, pole or tower designed and principally used to support antennas or related equipment and that is not a utility pole.

MUNICIPALLY-OWNED INFRASTRUCTURE: Infrastructure in the public right-of-way within the boundaries of the Village, including, but not limited to, streetlights, traffic signals, towers, structures, or buildings owned, operated or maintained by the Village.

OCCUPANCY: The presence of facilities on, over or under right-of- way.

PARALLEL FACILITY: A facility that is generally parallel or longitudinal to the centerline of a right-of-way.

PARKWAY: Any portion of the right-of-way not improved by street or sidewalk.

PAVEMENT CUT: The removal of an area of pavement for access to facility or for the construction of a facility.

PERMITTEE: That entity to which a permit has been issued pursuant to section 8-1-4 of this title and section 8-6-5 of this chapter.

PETROLEUM PRODUCTS PIPELINES: Pipelines carrying crude or refined liquid petroleum products including, but not limited to, gasoline, distillates, propane, butane, or coal-slurry.

PRACTICABLE: That which is performable, feasible or possible, rather than that which is simply convenient.

PRESSURE: The internal force acting radially against the walls of a carrier pipe expressed in pounds per square inch gauge (psig).

PROMPT: That which is done within a period of time specified by the Village. If no time period is specified, the period shall be thirty (30) days.

PUBLIC ENTITY: A legal entity that constitutes or is part of the government, whether at local, State or Federal level.

RESTORATION: The repair of a right-of-way, highway, roadway, or other area disrupted by the construction of a facility.

RIGHT-OF-WAY OR RIGHTS-OF-WAY: Any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including utility easements, in which the Village has the right and authority to authorize, regulate or permit the location of facilities other than those of the Village. "Right-of-way" or "rights-of-way" shall not include any real or personal Village property that is not specifically described in the previous sentence and shall not include Village buildings, fixtures and other structures or improvements, regardless of whether they are situated in the right-of-way.

ROADWAY: That part of the highway that includes the pavement and shoulders.

SALE OF TELECOMMUNICATIONS AT RETAIL: The transmitting, supplying, or furnishing of telecommunications and all services rendered in connection therewith for a consideration, other than between a parent corporation and its wholly owned subsidiaries or between wholly owned subsidiaries, when the gross charge made by one such corporation to another such corporation is not greater than the gross charge paid to the retailer for their use or consumption and not for sale.

SECURITY FUND: That amount of security required pursuant to section 8-6-11 of this chapter.

SHOULDER: A width of roadway, adjacent to the pavement, providing lateral support to the pavement edge and providing an area for emergency vehicular stops and storage of snow removed from the pavement.

SMALL WIRELESS FACILITY: A wireless facility that meets both of the following qualifications: a) each antenna is located inside an enclosure of no more than six (6) cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than six (6)

cubic feet; and b) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than twenty five (25) cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

SOUND ENGINEERING JUDGMENT: A decision(s) consistent with generally accepted engineering principles, practices and experience.

TELECOMMUNICATIONS: This term includes, but is not limited to, messages or information transmitted through use of local, toll and wide area telephone service, channel services, telegraph services, teletypewriter service, computer exchange service, private line services, mobile radio services, cellular mobile telecommunications services, stationary two-way radio, paging service and any other form of mobile or portable one-way or two-way communications, and any other transmission of messages or information by electronic or similar means, between or among points by wire, cable, fiber optics, laser, microwave, radio, satellite, or similar facilities. "Private line" means a dedicated non-traffic sensitive service for a single customer that entitles the customer to exclusive or priority use of a communications channel, or a group of such channels, from one or more specified locations to one or more other specified locations. "Telecommunications" shall not include value added services in which computer processing applications are used to act on the form, content, code and protocol of the information for purposes other than transmission. "Telecommunications" shall not include purchase of telecommunications by a telecommunications service provider for use as a component part of the service provided by such provider to the ultimate retail consumer who originates or terminates the end-to-end communications. "Telecommunications" shall not include the provision of cable services through a cable system as defined in the Cable Communications Act of 1984 (47 USC sections 521 and following), as now or hereafter amended, or cable or other programming services subject to an open video system fee payable to the Village through an open video system as defined in the Rules of the Federal Communications Commission (47 CFR section 76.1500 and following), as now or hereafter amended.

TELECOMMUNICATIONS PROVIDER: Means any person that installs, owns, operates or controls facilities in the right-of-way used or designed to be used to transmit telecommunications in any form.

TELECOMMUNICATIONS RETAILER: Means and includes every person engaged in making sales of telecommunications at retail as defined herein.

TRENCH: A relatively narrow open excavation for the installation of an underground facility.

UTILITY: The individual or entity owning or operating any facility that is not a small wireless facility as defined in this chapter.

UTILITY POLE: An upright pole designed and used to support electric cables, telephone cables, telecommunication cables, cable service cables, which are used to provide lighting, traffic control, signage, or a similar function.

VENT: A pipe to allow the dissipation into the atmosphere of gases or vapors from an underground casing.

VIDEO SERVICE: That term as defined in section 21-201(v) of the Illinois Cable and Video Competition Law of 2007, 220 Illinois Compiled Statutes 21-201(v).

VILLAGE: The Village of Oak Brook.

WATER LINES: Pipelines carrying raw or potable water.

WET BORING: Boring using water under pressure at the cutting auger to soften the earth and to provide a sluice for the excavated material.

WIRELESS FACILITY: Equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: a) equipment associated with wireless communications; and b) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. "Wireless facility" includes small wireless facilities. "Wireless facility" does not include: a) the structure or improvements on, under, or within which the equipment is collocated; or b) wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structure or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

WIRELESS INFRASTRUCTURE PROVIDER: Any person authorized to provide telecommunications service in the State that builds or installs wireless communication transmission equipment, wireless facilities, wireless support structures, or utility poles and that is not a wireless services provider but is acting as an agent or a contractor for a wireless services provider for the application submitted to the Village.

WIRELESS PROVIDER: A wireless infrastructure provider or a wireless service provider.

WIRELESS SERVICES: Any services provided to the general public, including a particular class of customers, and made available on a nondiscriminatory basis using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided using wireless facilities.

WIRELESS SERVICES PROVIDER: A person who provides wireless services.

WIRELESS SUPPORT STRUCTURE: A freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or other existing or proposed structure designed to support or capable of supporting wireless facilities. "Wireless support structure" does not include a utility pole. (Ord. G-1117, 11-14-2017; Ord. G-1130, 7-10-2018)

8-6-3: ANNUAL REGISTRATION REQUIRED:

Every wireless provider or utility that occupies right-of-way within the Village shall register on January 1 of each year with the Director of Public Works or his/her designee, providing the registrant's name, address and regular business telephone and telecopy numbers, the name of one or more contact persons who can act on its behalf in connection with emergencies involving the registrant's facilities in the right-of-way and a 24-hour telephone number for each such person, and evidence of insurance as required in section 8-6-9 of this chapter, in the form of a certificate of insurance. (Ord. G-1130, 7-10-2018)

8-6-4: PERMIT REQUIRED; APPLICATIONS AND FEES:

A. Permit Required: No person shall construct (as defined in this chapter) any facility on, over, above, along, upon, under, across, or within any Village right-of-way which: 1) changes the location of the facility, 2) adds a new facility, 3) disrupts the right-of-way (as defined in this chapter), or 4) materially increases the amount of area or space occupied by the facility on, over, above, along, under, across or within the right-of-way, without first filing an application with the Village Engineer and obtaining a permit from the Village therefor, except as otherwise provided in this chapter.

No application, approval, or permit shall be required for routine maintenance if the wireless provider notifies the Village at least ten (10) days prior to the planned replacement, or the installation, placement, maintenance, operation, or replacement of micro wireless facilities that are suspended on cables strung between existing utility poles in compliance with applicable Safety Codes. The Village may require a permit to work within the right-of-way for activities that affect traffic patterns or that require lane closures.

B. Permit Application: All applications for permits pursuant to this chapter shall be filed on a form provided by the Village and shall be filed in such number of duplicate copies as the Village may designate. The applicant may designate those portions of its application materials that it reasonably believes contain proprietary or confidential information as "proprietary" or "confidential" by clearly marking each page of such materials accordingly. The application for a small wireless facility, along with supporting information and notices, must be submitted to the Village Engineer.

C. Minimum General Application Requirements: The application shall be made by the wireless provider or utility or the duly authorized representative and shall contain, at a minimum, the following:

1. The applicant's name and address and telephone and telecopy numbers;
2. The applicant's name and address, if different than the wireless provider or utility, its telephone, telecopy numbers, e-mail address, and its interest in the work;
3. The names, addresses and telephone and telecopy numbers and e-mail addresses of all professional consultants, if any, advising the applicant with respect to the application;

4. A general description of the proposed work and the purposes and intent of the facility and the uses to which the facility will be put. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed;

5. Evidence that the wireless provider or utility has placed on file with the Village:

a. A written traffic control plan demonstrating the protective measures and devices that will be employed consistent with the Illinois Manual On Uniform Traffic Control Devices, to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic; and

b. An emergency contingency plan which shall specify the nature of potential emergencies, including, without limitation, construction and hazardous materials emergencies, and the intended response by the applicant. The intended response shall include notification to the Village and shall promote protection of the safety and convenience of the public. Compliance with ICC regulations for emergency contingency plans constitutes compliance with this section unless the Village finds that additional information or assurances are needed;

6. Evidence of insurance as required in section 8-6-9 of this chapter; and

7. Evidence of posting of the Security Fund as required in section 8-6-11 of this chapter;

8. Any request for a variance from one or more provisions of this chapter (see section 8-6-22 of this chapter);

9. Drawings, plans and specifications showing the work proposed, including the certification of an engineer that such drawings, plans, and specifications comply with applicable codes, rules, and regulations; and

10. Certification by a radio engineer that a new, replacement or modified small wireless facility operates within all applicable FCC standards; and

1011. Such additional information as may be reasonably required by the Village.

D. Supplemental Application Requirements For Specific Types Of Facilities: The permit application shall include the following items, as applicable to the specific facility that is the subject of the permit application:

1. In the case of the installation of a new electric power, communications, cable television service, video service or natural gas distribution system, evidence that any "Certificate of Public Convenience and Necessity" or other regulatory authorization that the applicant is required by law to obtain, or that the applicant has elected to obtain, has been issued by the ICC or other jurisdictional authority;

2. In the case of natural gas systems, state the proposed pipe size, design, construction class, and operating pressures;

3. In the case of water lines, indicate that all requirements of the Illinois Environmental Protection Agency, Division of Public Water Supplies, have been satisfied;

4. In the case of sewer line installations, indicate that the land and water pollution requirements of the Illinois Environmental Protection Agency, Division of Water Pollution Control and other local or State entities with jurisdiction, have been satisfied; or

5. In the case of petroleum products pipelines, state the type or types of petroleum products, pipe size, maximum working pressure, and the design standard to be followed.

6. Applications for small wireless facilities must also include the following:

a. Drawings and site plans for each proposed small wireless facility covered by the application;

b. The location where each proposed small wireless facility or utility pole will be installed and photographs of the location and its immediate surroundings;

c. A site specific structural analysis and engineering drawing for each proposed small wireless facility covered by the application, prepared and stamped by a professional engineer, which demonstrates the utility pole or Municipally-owned infrastructure is safely capable of supporting the small wireless facility in all reasonably foreseeable weather conditions without creating a risk to public health and safety. The structural analysis will also describe the method by which the facility is designed to fail and demonstrate that any structural failure to the facility shall not cause harm to any residential structure;

d. The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;

e. A proposed schedule for the installation and completion of each small wireless facility covered by the application;

f. Certification that the collocation complies with section 8-6-16 of this chapter;

g. Applications must include the screening and stealth concealment methods used for each proposed small wireless facility covered by the application; and

h. Applications must include the applicable certification of compliance issued by the Federal Communications Commission ("FCC") detailing that the specific wireless equipment being installed meets the regulated limits for ionizing radiation.

i. Certification by a radio engineer that a new, replacement or modified small wireless facility operates within all applicable FCC standards.

E. Applicant's Duty To Update Information: Throughout the entire permit application review period and the construction period authorized by the permit, any amendments to information contained in a permit application shall be submitted by the applicant in writing to the Village within thirty (30) days after the change necessitating the amendment.

F. Application Fees: Unless otherwise provided by franchise, license, or similar agreement, applications for permits pursuant to this chapter shall be accompanied by a fee

in the amount established in the Village fee schedule. No application fee is required to be paid by any electricity utility that is paying the Municipal electricity infrastructure maintenance fee pursuant to the Electricity Infrastructure Maintenance Fee Act.

G. Application Fees For Small Wireless Facilities: All applications for the collocation of a single small wireless facility on an existing utility pole or wireless support structure shall be accompanied by a fee in the amount of six hundred fifty dollars (\$650.00). All applications for the collocation of more than one small wireless facility on an existing utility pole or wireless support structure shall be accompanied by a fee in the amount of three hundred fifty dollars (\$350.00) for each small wireless facility addressed in said application. An application for the installation of a small wireless facility that will require a new utility pole must be accompanied by a fee in the amount of one thousand dollars (\$1,000.00). The fees established by this Ordinance are equal to the limit imposed by the Act and represent a reasonable approximation of the Village's objectively reasonable costs. The Village shall regularly review the fees imposed and may adjust the fees by further amendment to this ordinance.

H. Consolidated Applications For Small Wireless Facilities: Applications for small wireless facilities may be submitted on a consolidated basis provided they involve the same type of small wireless facility and the same type of structure. The Village may, at its discretion, remove small wireless facility collocations from the consolidated application and treat them separately for purposes of deeming the application incomplete or denied. (Ord. G-1117, 11-14-2017; Ord. G-1130, 7-10-2018; Ord. G-1199, 11-23-2021)

8-6-5: ACTION ON PERMIT APPLICATIONS:

~~—A. Village Review Of Permit Applications: Completed permit applications, containing all required documentation, shall be examined by the Village Engineer on a nondiscriminatory basis. If the application does not conform to the requirements of applicable ordinances, codes, laws, rules, or regulations that concern public safety, the Village Engineer shall notify the applicant of the basis for a denial, including specific code provisions upon which the denial was based. The applicant may cure the deficiencies and resubmit a revised application without paying additional application fees.~~

~~—B. Permit Approval Or Denial: When reviewing applications for small wireless facilities, the Village will approve or deny the revised application within thirty (30) days after the applicant resubmits the application or it will be deemed approved. If the Village Engineer is satisfied that the proposed work conforms to the requirements of this chapter and applicable ordinances, codes, laws, rules, and regulations, the Village Engineer shall issue a permit. In all instances, it shall be the duty of the applicant to demonstrate, to the satisfaction of the Village Engineer, that the construction proposed under the application shall be in full compliance with the requirements of this chapter.~~

~~—C. Application Deadlines For Small Wireless Facilities: Applications are deemed complete if the Village does not notify the applicant otherwise within thirty (30) days of receipt of the application. If the application to collocate a small wireless facility is to be placed on an~~

existing utility pole, the Village will notify the applicant of its approval or denial within ninety (90) days. If the Village fails to notify the applicant within that timeframe, the application will be deemed approved. If the application to collocate a small wireless facility requires the installation of a new utility pole, the Village will notify the applicant of its approval or denial within one hundred twenty (120) days. If the Village fails to notify the applicant within that timeframe, the application will be deemed approved. (Ord. G-1130, 7-10-2018)

A. Village Review of Permit Applications.

1. Completeness of Application. Within 10 days after receiving an application, the Village shall determine whether the application is complete and notify the applicant. If an application is incomplete, the Village must specifically identify the missing information. An application shall be deemed complete if the Village fails to provide notification to the applicant within 10 days after all documents, information and fees specifically enumerated in the Village 's permit application form are submitted by the applicant to the Village.

Processing deadlines are tolled from the time the Village sends the notice of incompleteness to the time the applicant provides the missing information.

2. Completed permit applications, containing all required documentation, shall be examined by the Village Engineer [Director of Public Works] on a nondiscriminatory basis. If the application does not conform to the requirements of applicable ordinances, codes, laws, rules, or regulations that concern public safety, the Village Engineer [Director of Public Works] shall notify the applicant of the basis for a denial, including specific code provisions upon which the denial was based. The applicant may cure the deficiencies and resubmit a revised application without paying additional application fees once within 30 days.
- B. Permit Approval Or Denial: When reviewing applications for small wireless facilities, the Village will approve or deny the revised application within 30 days after the applicant resubmits the application or it will be deemed approved. If the Village Engineer [Director of Public Works] is satisfied that the proposed work conforms to the requirements of this Chapter and applicable ordinances, codes, laws, rules, and regulations, the Village Engineer [Director of Public Works] shall issue a permit. In all instances, it shall be the duty of the applicant to demonstrate, to the satisfaction of the Village Engineer [Director of Public Works], that the construction proposed under the application shall be in full compliance with the requirements any Chapter.
- C. Application Deadlines for Small Wireless Facilities. An application to collocate a small wireless facility on an existing utility pole or wireless support structure, or replacement of an existing utility pole or wireless support structure shall be processed on a nondiscriminatory basis and shall be deemed approved if the Village fails to approve or deny the application within 90 days after the submission of a completed application. If the application to collocate a small wireless facility requires the installation of a new utility pole, the Village will notify the applicant of its approval or denial within 120

days. If the Village fails to notify the applicant within that timeframe, the application will be deemed approved.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the Village in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application. The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the Village. The receipt of the deemed approved notice shall not preclude the Village denial of the permit request within the time limits as provided under this Ordinance.

FCC regulation provides that an application to collocate a small wireless facility using an existing structure shall be granted or denied within 60 days of submission of a completed application. Delays beyond that time limit are available only in exceptional circumstances. These FCC time limits may be enforced through litigation.

D. Tolling. The time period for applications may be further tolled by: (1) An express written agreement by both the applicant and the Village; or, (2) A local, state, or federal disaster declaration or similar emergency that causes the delay.

8-6-6: EFFECT OF PERMIT:

A. Authority Granted; No Property Right Or Other Interest Created: A permit from the Village authorizes a permittee to undertake only certain activities in accordance with this chapter on Village rights-of-way, and does not create a property right or grant authority to the permittee to impinge upon the rights of others who may have an interest in the rights-of-way.

B. Duration: No permit issued to a utility shall be valid for a period longer than six (6) months unless construction is actually begun within that period and is thereafter diligently pursued to completion. Collocation of small wireless facilities must be completed within one hundred eighty (180) days after the issuance of the permit. If collocation is not complete, the permit will be void. Permits for small wireless facilities are valid for five (5) years from the time of issuance.

C. Pre-Construction Meeting Required: A pre-construction meeting may be requested by Village staff. If requested, no construction shall begin pursuant to a permit issued under this chapter prior to attendance by the permittee and all major contractors and subcontractors who will perform any work under the permit at a pre-construction meeting. The pre-construction meeting shall be held at a date, time and place designated by the Village with such Village representatives in attendance as the Village deems necessary. The meeting shall be for the purpose of reviewing the work under the permit, and reviewing

special considerations necessary in the areas where work will occur, including, without limitation, presence or absence of other facilities in the area and their locations, procedures to avoid disruption of other facilities, use of rights-of-way by the public during construction, and access and egress by adjacent property owners.

D. Compliance With All Laws Required: The issuance of a permit by the Village does not excuse the permittee from complying with other requirements of the Village and applicable statutes, laws, ordinances, rules, and regulations. (Ord. G-1117, 11-14-2017; Ord. G-1130, 7-10-2018)

8-6-7: REVISED PERMIT DRAWINGS:

In the event that the actual locations of any facilities deviate in any material respect from the locations identified in the plans, drawings and specifications submitted with the permit application, the permittee shall submit a revised set of drawings or plans to the Village within ninety (90) days after the completion of the permitted work. The revised drawings or plans shall specifically identify where the locations of the actual facilities deviate from the locations approved in the permit. If any deviation from the permit also deviates from the requirements of this chapter, it shall be treated as a request for variance in accordance with section 8-6-22 of this chapter. If the Village denies the request for a variance, then the permittee shall either remove the facility from the right-of-way or modify the facility so that it conforms to the permit and submit revised drawings or plans therefor. (Ord. G-1117, 11-14-2017)

8-6-8: ANNUAL RECURRING RATES FOR SMALL WIRELESS FACILITIES:

The Village shall charge an annual recurring rate for the collocation of small wireless facilities on Municipally-owned infrastructure located in its right-of-way equal to either two hundred dollars (\$200.00) per utility pole, or the actual, direct, and reasonable costs related to the wireless provider's use of space on the Village utility pole, whichever is greater. If the Village elects to charge the actual, direct, and reasonable costs related to the wireless provider's use of space on the Municipally-owned infrastructure, it shall adopt a fee schedule on an annual basis. (Ord. G-1130, 7-10-2018)

8-6-9: INSURANCE:

A. Required Coverages And Limits: Unless otherwise provided by franchise, license, or similar agreement, each wireless provider or utility occupying right-of-way or constructing any facility in the right-of-way shall secure and maintain the following liability insurance policies insuring the wireless provider or utility as named insured and naming the Village, and its elected and appointed officers, officials, agents, and employees as additional insureds on the policies listed in subsection A1 of this section:

1. Commercial general liability insurance, including premises- operations, explosion, collapse, and underground hazard (commonly referred to as "X", "C", and "U" coverages) and products- completed operations coverage with limits not less than:

- a. Five million dollars (\$5,000,000.00) for bodily injury or death to each person;
 - b. Five million dollars (\$5,000,000.00) for property damage resulting from any one accident;
 - c. Five million dollars (\$5,000,000.00) for all other types of liability;
 - d. Wireless providers must include the Village as an additional insured on the commercial general liability policy;
2. Worker's compensation with statutory limits; and
3. Property insurance for replacement costs against all risks.

If the wireless provider or utility is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this section.

B. Excess Or Umbrella Policies: The coverages required by this section 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.

C. Copies Required: The wireless provider or utility shall provide copies of any of the policies required by this section to the Village within ten (10) days following receipt of a written request therefor from the Village.

D. Maintenance And Renewal Of Required Coverages: The insurance policies required by this section shall contain the following endorsement:

It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until thirty (30) days after receipt by the Village, by registered mail or certified mail, return receipt requested, of a written notice addressed to the Village Manager of such intent to cancel or not to renew.

Within ten (10) days after receipt by the Village of said notice, and in no event later than ten (10) days prior to said cancellation, the wireless provider or utility shall obtain and furnish to the Village evidence of replacement insurance policies meeting the requirements of this section.

E. Self-Insurance: A wireless provider or utility may self-insure all or a portion of the insurance coverage and limit requirements required by this section. A wireless provider or utility that self-insures is not required, to the extent of such self- insurance, to comply with the requirement for the naming of additional insureds under this section. A wireless provider or utility that elects to self-insure shall provide to the Village evidence sufficient

to demonstrate its financial ability to self- insure the insurance coverage and limit requirements required under this section, such as evidence that the wireless provider or utility is a "private self insurer" under the Workers Compensation Act.

F. Effect Of Insurance And Self-Insurance On Wireless Provider Or Utility's Liability: The legal liability of the wireless provider or utility to the Village and any person for any of the matters that are the subject of the insurance policies or self-insurance required by this section shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder. (Ord. G-1117, 11-14-2017; Ord. G-1130, 7-10-2018)

8-6-10: INDEMNIFICATION:

By occupying or constructing facilities in the right-of-way, a wireless provider or utility shall be deemed to agree to defend, indemnify and hold the Village and its elected and appointed officials and officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the wireless provider or utility or its affiliates, officers, employees, agents, contractors or subcontractors in the construction of facilities or occupancy of the rights-of-way, and in providing or offering service over the facilities, whether such acts or omissions are authorized, allowed or prohibited by this chapter or by a franchise, license, or similar agreement; provided, however, that the wireless provider or utility's indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses arising out of or resulting from the negligence, misconduct or breach of this chapter by the Village, its officials, officers, employees, agents or representatives. (Ord. G-1130, 7-10-2018)

8-6-11: SECURITY:

A. Purpose: The permittee shall establish a Security Fund in a form and in an amount as set forth in this section. The Security Fund shall be continuously maintained in accordance with this section at the permittee's sole cost and expense until the completion of the work authorized under the permit. The Security Fund shall serve as security for:

1. The faithful performance by the permittee of all the requirements of this chapter;
2. Any expenditure, damage, or loss incurred by the Village occasioned by the permittee's failure to comply with any codes, rules, regulations, orders, permits and other directives of the Village issued pursuant to this chapter; and
3. The payment by permittee of all liens and all damages, claims, costs, or expenses that the Village may pay or incur by reason of any action or non-performance by permittee in violation of this chapter including, without limitation, any damage to public property or restoration work the permittee is required by this chapter to perform that the Village must

perform itself or have completed as a consequence solely of the permittee's failure to perform or complete, and all other payments due the Village from the permittee pursuant to this chapter or any other applicable law.

B. Form: The permittee shall provide the Security Fund to the Village in the form, at the permittee's election, of cash, a surety bond in a form acceptable to the Village, or an unconditional letter of credit in a form acceptable to the Village. Any surety bond or letter of credit provided pursuant to this subsection shall, at a minimum:

1. Provide that it will not be canceled without prior notice to the Village and the permittee;
2. Not require the consent of the permittee prior to the collection by the Village of any amounts covered by it; and
3. Shall provide a location convenient to the Village and within the State of Illinois at which it can be drawn.

C. Amount: The dollar amount of the Security Fund shall be sufficient to provide for the reasonably estimated cost to restore the right-of-way to at least as good a condition as that existing prior to the construction under the permit, as determined by the Village Engineer, and may also include reasonable, directly related costs that the Village estimates are likely to be incurred if the permittee fails to perform such restoration. Where the construction of facilities proposed under the permit will be performed in phases in multiple locations in the Village, with each phase consisting of construction of facilities in one location or a related group of locations, and where construction in another phase will not be undertaken prior to substantial completion of restoration in the previous phase or phases, the Village Engineer may, in the exercise of sound discretion, allow the permittee to post a single amount of security which shall be applicable to each phase of the construction under the permit. The amount of the Security Fund for phased construction shall be equal to the greatest amount that would have been required under the provisions of this subsection C for any single phase.

D. Withdrawals: The Village, upon fourteen (14) days' advance written notice clearly stating the reason for, and its intention to exercise withdrawal rights under this subsection, may withdraw an amount from the Security Fund, provided that the permittee has not reimbursed the Village for such amount within the fourteen (14) day notice period. Withdrawals may be made if the permittee:

1. Fails to make any payment required to be made by the permittee hereunder;
2. Fails to pay any liens relating to the facilities that are due and unpaid;
3. Fails to reimburse the Village for any damages, claims, costs or expenses which the Village has been compelled to pay or incur by reason of any action or non-performance by the permittee; or
4. Fails to comply with any provision of this chapter that the Village determines can be remedied by an expenditure of an amount in the Security Fund.

E. Replenishment: Within fourteen (14) days after receipt of written notice from the Village that any amount has been withdrawn from the Security Fund, the permittee shall restore the Security Fund to the amount specified in subsection C of this section.

F. Interest: The permittee may request that any and all interest accrued on the amount in the Security Fund be returned to the permittee by the Village, upon written request for said withdrawal to the Village, provided that any such withdrawal does not reduce the Security Fund below the minimum balance required in subsection C of this section.

G. Closing And Return Of Security Fund: Upon completion of the work authorized under the permit, the permittee shall be entitled to the return of the Security Fund, or such portion thereof as remains on deposit, within a reasonable time after account is taken for all offsets necessary to compensate the Village for failure by the permittee to comply with any provisions of this chapter or other applicable law. In the event of any revocation of the permit, the Security Fund, and any and all accrued interest therein, shall become the property of the Village to the extent necessary to cover any reasonable costs, loss or damage incurred by the Village as a result of said revocation, provided that any amounts in excess of said costs, loss or damage shall be refunded to the permittee.

H. Rights Not Limited: The rights reserved to the Village with respect to the Security Fund are in addition to all other rights of the Village, whether reserved by this chapter or otherwise authorized by law, and no action, proceeding or exercise of right with respect to said Security Fund shall affect any other right the Village may have. Notwithstanding the foregoing, the Village shall not be entitled to a double monetary recovery with respect to any of its rights which may be infringed or otherwise violated. (Ord. G-1117, 11-14-2017; Ord. G-1130, 7-10-2018)

8-6-12: PERMIT SUSPENSION AND REVOCATION:

A. Village Right To Revoke Permit: The Village may revoke or suspend a permit issued pursuant to this chapter for one or more of the following reasons:

1. Fraudulent, false, misrepresenting, or materially incomplete statements in the permit application;
2. Non-compliance with this chapter;
3. Permittee's physical presence or presence of permittee's facilities on, over, above, along, upon, under, across, or within the rights-of-way presents a direct or imminent threat to the public health, safety, or welfare; or
4. Permittee's failure to construct the facilities substantially in accordance with the permit and approved plans.

B. Notice Of Revocation Or Suspension: The Village shall send written notice of its intent to revoke or suspend a permit issued pursuant to this chapter stating the reason or reasons for the revocation or suspension and the alternatives available to permittee under this section.

C. Permittee Alternatives Upon Receipt Of Notice Of Revocation Or Suspension: Upon receipt of a written notice of revocation or suspension from the Village, the permittee shall have the following options:

1. Immediately provide the Village with evidence that no cause exists for the revocation or suspension;

2. Immediately correct, to the satisfaction of the Village, the deficiencies stated in the written notice, providing written proof of such correction to the Village within five (5) working days after receipt of the written notice of revocation; or

3. Immediately remove the facilities located on, over, above, along, upon, under, across, or within the rights-of-way and restore the rights-of-way to the satisfaction of the Village providing written proof of such removal to the Village within ten (10) days after receipt of the written notice of revocation.

The Village may, in its discretion, for good cause shown, extend the time periods provided in this subsection.

D. Stop Work Order: In addition to the issuance of a notice of revocation or suspension, the Village may issue a stop work order immediately upon discovery of any of the reasons for revocation set forth within subsection A of this section.

E. Failure Or Refusal Of The Permittee To Comply: If the permittee fails to comply with the provisions of subsection C of this section, the Village or its designee may, at the option of the Village: 1) correct the deficiencies; 2) upon not less than twenty (20) days notice to the permittee, remove the subject facilities or equipment; or 3) after not less than thirty (30) days notice to the permittee of failure to cure the non-compliance, deem them abandoned and property of the Village. The permittee shall be liable in all events to the Village for all costs of removal. (Ord. G-1117, 11-14-2017; Ord. G-1130, 7-10-2018)

8-6-13: CHANGE OF OWNERSHIP OR OWNER'S IDENTITY OR LEGAL STATUS:

A. Notification Of Change: A utility shall notify the Village no less than thirty (30) days prior to the transfer of ownership of any facility in the right-of-way or change in identity of the utility. The new owner of the utility or the facility shall have all the obligations and privileges enjoyed by the former owner under the permit, if any, and applicable laws, ordinances, rules and regulations, including this chapter, with respect to the work and facilities in the right-of-way.

B. Amended Permit: A new owner shall request that any current permit be amended to show current ownership. If the new owner fails to have a new or amended permit issued in its name, the new owner shall be presumed to have accepted, and agreed to be bound by, the terms and conditions of the permit if the new owner uses the facility or allows it to remain on the Village's right-of-way.

C. Insurance And Bonding: All required insurance coverage or bonding must be changed to reflect the name of the new owner upon transfer. (Ord. G-1117, 11-14-2017; Ord. G-1130, 7-10-2018)

8-6-14: GENERAL CONSTRUCTION STANDARDS:

A. Standards And Principles: All construction in the right-of-way shall be consistent with applicable ordinances, codes, laws, rules and regulations, and commonly recognized and accepted traffic control and construction principles, sound engineering judgment and, where applicable, the principles and standards set forth in the following IDOT publications, as amended from time to time:

1. Standard Specifications for Road and Bridge Construction;
2. Supplemental Specifications and Recurring Special Provisions;
3. Highway Design Manual;
4. Highway Standards Manual;
5. Standard Specifications for Traffic Control Items;
6. Illinois Manual On Uniform Traffic Control Devices;
7. Flagger's Handbook; and
8. Work Site Protection Manual for Daylight Maintenance Operations.

B. Interpretation Of Municipal Standards And Principles: If a discrepancy exists between or among differing principles and standards required by this chapter, the Village Engineer shall determine, in the exercise of sound engineering judgment, which principles apply and such decision shall be final. If requested, the Village Engineer shall state which standard or principle will apply to the construction, maintenance, or operation of a facility in the future. (Ord. G-1117, 11-14-2017; Ord. G-1130, 7-10-2018)

8-6-15: PUBLIC SAFETY AND TRAFFIC CONTROL:

A. Public Safety: The placement of any antenna, wireless facility or small wireless facilities located in the Village right-of-way may not interfere with the frequencies used by public safety agencies for public safety communications. Unacceptable interference will be determined in accordance with industry standards and the Federal Communications Commission's regulations addressing unacceptable interference to public safety spectrum. If an antenna, wireless facility or small wireless facility causes such interference, the owner must take all steps necessary to correct and eliminate the interference at its own costs. The Village may terminate a permit for any antenna, wireless facility or small wireless facility based on such interference if the interference is not corrected.

The Village may reserve space on its utility pole for future public safety uses or for the Village's electric utility uses. This reservation of space may preclude the collocation of a small wireless facility where the Village determines that the utility pole cannot accommodate both uses.

B. Minimum Requirements: The Village's minimum requirements for traffic protection are contained in IDOT's Illinois Manual On Uniform Traffic Control Devices and this Code.

C. Warning Signs, Protective Devices, And Flaggers: The wireless provider or utility is responsible for providing and installing warning signs, protective devices and flaggers, when necessary, meeting applicable Federal, State, and local requirements for protection of the public and the utility's workers when performing any work on the rights-of-way.

D. Interference With Traffic: All work shall be phased so that there is minimum interference with pedestrian and vehicular traffic.

E. Notice When Access Is Blocked: At least forty eight (48) hours prior to beginning work that will partially or completely block access to any residence, business or institution, the wireless provider or utility shall notify the resident, business or institution of the approximate beginning time and duration of such work; provided, however, that in cases involving emergency repairs pursuant to section 8-6-21 of this chapter, the wireless provider or utility shall provide such notice as is practicable under the circumstances.

F. Compliance: The wireless provider or utility shall take immediate action to correct any deficiencies in traffic protection requirements that are brought to its attention by the Village. (Ord. G-1130, 7-10-2018)

8-6-16: LOCATION OF FACILITIES:

A. General Requirements: In addition to location requirements applicable to specific types of facilities, all facilities, regardless of type, shall be subject to the general location requirements of this subsection.

1. No Interference With Village Facilities: No utility facilities shall be placed in any location if the Village Engineer determines that the proposed location will require the relocation or displacement of any of the Village's utility facilities or will otherwise interfere with the operation or maintenance of any of the Village's utility facilities.

2. Minimum Interference And Impact: The proposed location shall cause only the minimum possible interference with the use of the right-of-way and shall cause only the minimum possible impact upon, and interference with the rights and reasonable convenience of property owners who adjoin said right-of-way.

3. No Interference With Travel: No utility facility shall be placed in any location that interferes with the usual travel on such right-of-way.

4. No Limitations On Visibility: No utility facility shall be placed in any location so as to limit visibility of or by users of the right-of-way.

5. Size Of Utility Facilities: The proposed installation shall use the smallest suitable antennas, vaults, boxes, equipment enclosures, power pedestals, and/or cabinets then in use by the facility owner, regardless of location, for the particular application.

6. The Village is not required to install or maintain any specific utility pole or to continue to install or maintain utility poles in any location if it makes a non-discriminatory decision to eliminate above-ground utility poles of a particular type. For Village utility poles with collocated small wireless facilities in place when the Village makes a decision to eliminate above-ground utility poles, the Village will, at its discretion, either maintain the utility pole or install and maintain an alternative utility pole for the collocation of the small wireless facility, or offer to sell the utility pole to the wireless provider.

B. Parallel Facilities Located Within Highways:

1. Overhead Parallel Facilities: An overhead parallel facility may be located within the right-of-way lines of a highway only if:

a. Lines are located as near as practicable to the right-of-way line and as nearly parallel to the right-of-way line as reasonable pole alignment will permit;

b. Where pavement is curbed, poles are as remote as practicable from the curb with a minimum distance of two feet (2') (0.6 m) behind the face of the curb, where available;

c. Where pavement is uncurbed, poles are as remote from pavement edge as practicable with minimum distance of four feet (4') (1.2 m) outside the outer shoulder line of the roadway and are not within the clear zone;

d. No pole is located in the ditch line of a highway; and

e. Any ground-mounted appurtenance is located within one foot (1') (0.3 m) of the right-of-way line or as near as possible to the right-of-way line.

2. Underground Parallel Facilities: An underground parallel facility may be located within the right-of-way lines of a highway only if:

a. The facility is located as near the right-of-way line as practicable and not more than eight feet (8') (2.4 m) from and parallel to the right-of-way line;

b. A new facility may be located under the paved portion of a highway only if other locations are impracticable or inconsistent with sound engineering judgment (e.g., a new cable may be installed in existing conduit without disrupting the pavement); and

c. In the case of an underground power or communications line, the facility shall be located as near the right-of-way line as practicable and not more than five feet (5') (1.5 m) from the right-of-way line and any above-grounded appurtenance shall be located within one foot (1') (0.3 m) of the right-of-way line or as near as practicable.

C. Facilities Crossing Highways:

1. No Future Disruption: The construction and design of crossing facilities installed between the ditch lines or curb lines of Village highways may require the incorporation of

materials and protections (such as encasement or additional cover) to avoid settlement or future repairs to the roadbed resulting from the installation of such crossing facilities.

2. Cattle Passes, Culverts, Or Drainage Facilities: Crossing facilities shall not be located in cattle passes, culverts, or drainage facilities.

3. Ninety Degree Crossing Required: Crossing facilities shall cross at or as near to a ninety degree (90°) angle to the centerline as practicable.

4. Overhead Power Or Communication Facility: An overhead power or communication facility may cross a highway only if:

a. It has a minimum vertical line clearance as required by ICC's rules entitled, "Construction of Electric Power and Communication Lines" (83 Ill. Adm. Code 305);

b. Poles are located within one foot (1') (0.3 m) of the right- of-way line of the highway and outside of the clear zone; and

c. Overhead crossings at major intersections are avoided.

5. Underground Power Or Communication Facility: An underground power or communication facility may cross a highway only if:

a. The design materials and construction methods will provide maximum maintenance-free service life; and

b. Capacity for the utility's foreseeable future expansion needs is provided in the initial installation.

6. Markers: The Village may require the utility to provide a marker at each right-of-way line where an underground facility other than a power or communication facility crosses a highway. Each marker shall identify the type of facility, the utility, and an emergency phone number. Markers may also be eliminated as provided in current Federal regulations (49 CFR section 192.707 (1989)).

D. Facilities To Be Located Within Particular Rights-Of-Way: The Village may require that facilities be located within particular rights-of-way that are not highways, rather than within particular highways.

E. Freestanding Facilities:

1. Small Wireless Facilities:

a. The Village may not require the placement of a small wireless facility on a specific utility pole or category of poles. However, should the application necessitate the installation of a new utility pole, the Village may propose that the small wireless facility be collocated on an existing utility pole or existing support structure within ~~one-two~~ hundred feet (~~100~~ 200') of the proposed collocation. Should the applicant reject the proposed relocated collocation, it must provide a written certification describing the property rights, technical limits or material cost reasons the alternative location will not satisfy the wireless provider's needs. The Village may require any monopole, utility pole or other freestanding

facility located within a right-of-way to be screened from view in compliance with the appearance standards described below.

b. If all existing monopoles, utility poles and other aboveground facilities are located on one side of the right-of-way, all new monopoles, utility poles and other freestanding facilities shall be located on the same side of the right-of-way as the existing aboveground facilities. If there exist above ground facilities on both sides, new freestanding facilities shall be located on the side where the above ground facilities most closely match the scale of the new freestanding facility.

2. Other Facilities:

a. The Village may restrict the location and size of any monopole, utility pole or other freestanding facility located within a right-of-way. No freestanding facility located within a right-of-way may be constructed or modified so that the height of the free standing facility is higher by more than ten feet (10') or more than ten percent (10%), whichever is greater, than any other existing, freestanding facility located within the right- of-way within three hundred feet (300') of the proposed facility, measured along the center line of the respective right-of-way. Where there are no other freestanding facilities located within three hundred feet (300') of the proposed facility, the maximum height of the freestanding facility shall be ~~forty-five feet (45')~~ fifty feet (50').

b. The Village may require any monopole, utility pole or other freestanding facility located within a right-of-way to be screened from view.

c. If all existing monopoles, utility poles and other aboveground facilities are located on one side of the right-of-way, all new monopoles, utility poles and other freestanding facilities shall be located on the same side of the right-of-way as the existing aboveground facilities. If there exist above ground facilities on both sides, new freestanding facilities shall be located on the side where the above ground facilities most closely match the scale of the new freestanding facility.

F. Height Restrictions For Small Wireless Facilities: Small wireless facilities are limited to a maximum height of ten feet (10') above the utility pole or wireless structure on which it is collocated. The height limit of a new or replacement utility pole or wireless support structure on which small wireless facilities are collocated is limited to the higher of: 1) ten feet (10') higher than the tallest existing utility pole within three hundred feet (300') of the new or replacement utility pole or wireless support structure that is in the same right-of-way; or 2) ~~forty-five feet (45')~~ fifty feet (50') above ground level. The Village shall designate which intersecting right-of-way within three hundred feet (300') of the proposed utility pole or wireless support structure shall control the height limitation.

G. Facilities Installed Above Ground: Above ground facilities may be installed only if:

1. No other existing facilities in the area are located underground;
2. New underground installation is not technically feasible; and

3. The proposed installation will be made at a location, and will employ suitable design and materials, to provide the greatest protection of aesthetic qualities of the area being traversed without adversely affecting safety. Suitable designs include, but are not limited to, self-supporting armless, single-pole construction with vertical configuration of conductors and cable. Existing utility poles and Municipally-owned infrastructure shall be used wherever practicable; the installation of additional utility poles or monopoles is strongly discouraged.

H. Facility Attachments To Bridges Or Roadway Structures:

1. Facilities may be installed as attachments to bridges or roadway structures only where the utility has demonstrated that all other means of accommodating the facility are not practicable. Other means shall include, but are not limited to, underground, underwater, independent poles, cable supports and tower supports, all of which are completely separated from the bridge or roadway structure. Facilities transmitting commodities that are volatile, flammable, corrosive, or energized, especially those under significant pressure or potential, present high degrees of risk and such installations are not permitted.

2. A utility shall include in its request to accommodate a facility installation on a bridge or roadway structure supporting data demonstrating the impracticability of alternate routing. Approval or disapproval of an application for facility attachment to a bridge or roadway structure will be based upon the following considerations:

- a. The type, volume, pressure or voltage of the commodity to be transmitted and an evaluation of the resulting risk to persons and property in the event of damage to or failure of the facility;
- b. The type, length, value, and relative importance of the highway structure in the transportation system;
- c. The alternative routings available to the utility and their comparative practicability;
- d. The proposed method of attachment;
- e. The ability of the structure to bear the increased load of the proposed facility;
- f. The degree of interference with bridge maintenance and painting;
- g. The effect on the visual quality of the structure; and
- h. The public benefit expected from the utility service as compared to the risk involved.

I. Design And Appearance Standards:

1. Residential Design Standards:

a. Purpose: Ensure visually acceptable facility design and to provide discretion on required and preferred design of small wireless facilities.

b. Applicability: These design standards shall apply to each facility located in a district zoned for residential uses:

(1) Applicants must use architectural treatments and stealth techniques to reduce potential visual impacts from all small wireless facilities.

(2) All new utility poles installed for the purpose of mounting a facility must be stealth or camouflaged to blend into the surrounding environment. Examples of stealth or camouflage designs are presented in figure 1 of this section.

(3) Small wireless facilities and all ancillary equipment associated with the facility must not emit sound.

(4) Cables must be routed directly from the ground through the pole and equipment enclosures must completely enclose or hide cabling. No exposed cable is allowed.

(5) No flashing lights or unnecessary, non-essential stickers are allowed to be placed on any facility. Stickers must be designed in the same color as the pole to which they are attached.

(6) In no case shall equipment block the sidewalk or pedestrian pathway. All installations must maintain accessibility requirements and standards.

(7) All newly installed equipment must be painted with graffiti-resistant paint to match pole color and surroundings.

(8) Colors and materials for small wireless facilities shall be chosen to minimize the visibility of the facility.

(9) Antennas attached to existing poles or Municipally-owned infrastructure shall be painted and textured to match the existing structure.

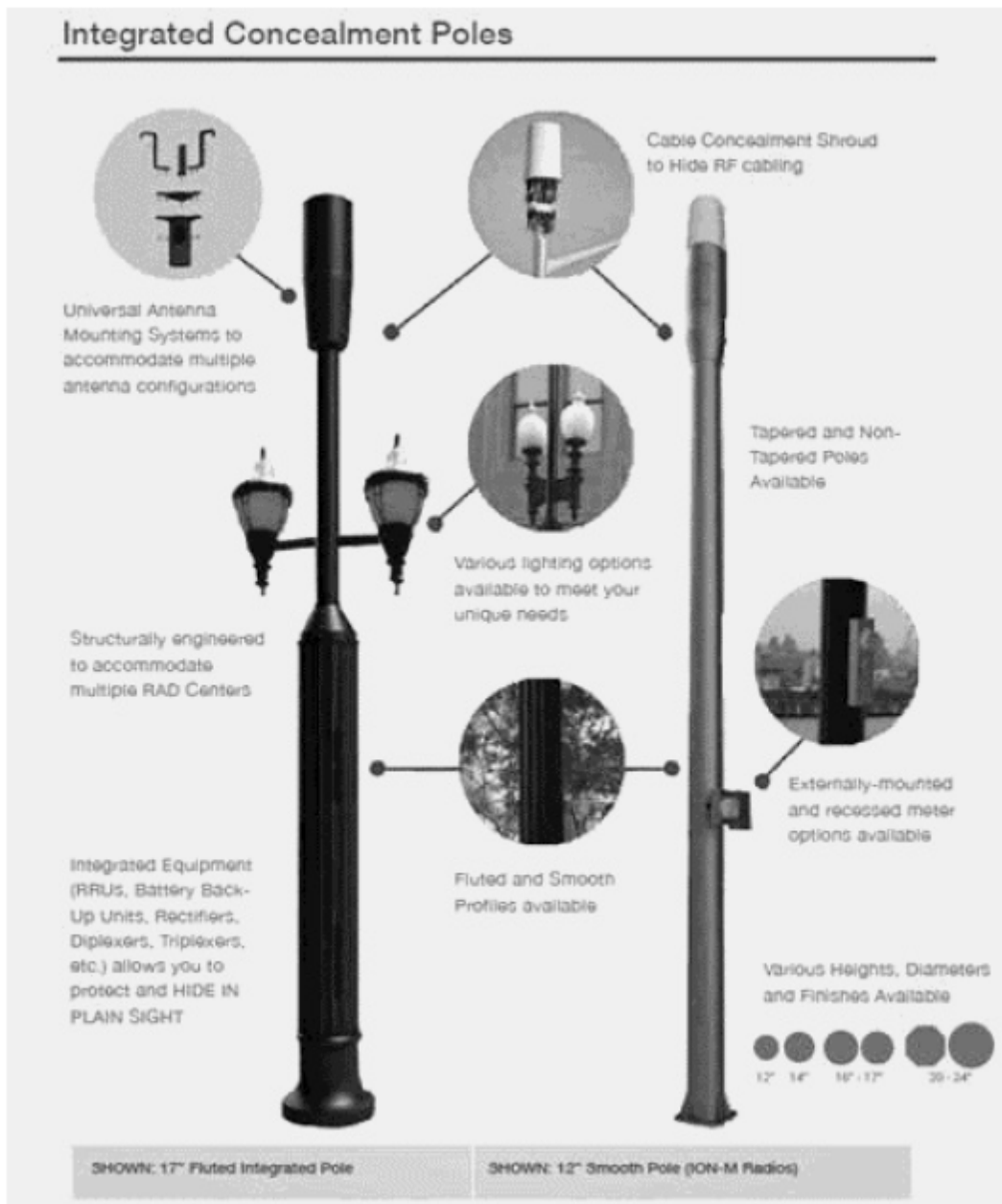
(10) Any ground-mounted facility shall be painted with non-reflective matte finish paint using color shades that are comparable or blend with surrounding natural elements such as soil, trees, or grasslands. Any ground-mounted facility shall be screened from the yard of the property in front of which it is located using year-round landscaping materials. The owner of the ground-mounted facility shall guarantee the landscaping materials for a period of one year from planting.

(11) All disturbed pavement and landscaping shall be replaced and areas of bare or disturbed soils must be re-vegetated. If replacement landscape is determined to be infeasible the Village may accept mitigation funds to use elsewhere. The owner of the ground-mounted facility shall guarantee the restoration work or reseedling for a period of one year.

(12) No facility may display any signage or advertisements unless expressly allowed by the Village in a written approval, recommended under FCC regulations or required by law or permit condition. Every facility shall at all times display signage that accurately identifies the facility owner and provides the facility owner's unique site number, and also provides a local or toll-free telephone number to contact the facility owner's operations

center. All required or permitted signage must face toward the street or otherwise placed to minimize visibility from adjacent sidewalks and structures.

FIGURE 1
SAMPLE STEALTH DESIGNS FOR SMALL CELL UTILITY POLES





2. Design Standards In Special Aesthetic/Economic Purpose Zones:

a. Purpose: To protect and promote the Village's unique character in a manner consistent with State and Federal laws and regulations.

b. Applicability: These design standards shall apply to: 1) each area, district, neighborhood or zone expressly designated in the Village's Comprehensive Plan as having special aesthetic or economic impacts on the welfare of the community; and 2) each redevelopment area designed under the Tax Increment Allocation Redevelopment Act or the Business District Development and Redevelopment Act:

(1) Siting of small wireless facilities in special aesthetic/economic purpose zones must respect the existing character or design ordinance of established zone.

(2) Applicants must include proposed stealth and concealment measures in their applications.

(3) Effective camouflage so as to disguise the facility so that it appears to be something other than a facility and is at the same time compatible with its surroundings (for example, designed to look like a tree).

(4) Small wireless facilities must be designed so that the facilities silhouette, mass and color are masked in such a way as to be virtually indistinguishable from their background.

(5) Examples of stealth or camouflage designs are presented in figure 1 of this section.

3. Design Standards In Historic Districts:

a. Purpose: To promote the educational, cultural, economic and general welfare of the Village by identifying, preserving, protecting, enhancing and encouraging the continued utilization and the rehabilitation of such areas, properties, structures, sites and objects having a special historical interest or value to the Village and its citizens.

b. Applicability: These design standards apply in any historic district or on any historic landmark:

(1) Districts, sites, buildings, structures or objects, significant in American history, architecture, archeology, engineering or culture, that are listed, or are eligible for listing, in the National Register of Historic Places are to be avoided, to the greatest extent possible. Local landmarked buildings, properties, sites, or historic districts that are so recognized by an ordinance that meets the requirements of the certified Local Government Program of the Illinois State Historic Preservation Office are also to be avoided, to the greatest extent possible.

(2) Applicants must include proposed stealth and concealment measures in their applications.

(3) Applicant must implement said Village-approved design concepts, and the use of camouflage or stealth materials as necessary in order to achieve compliance with historic preservation review.

(4) Prior to submitting an application, where the applicant submits an application to site facilities in a historic district, the applicant must meet with the Village to discuss any potential design modifications appropriate for the installation.

(5) When siting a facility in a historic district, wireless provider must avoid removing, obscuring or altering any historic material or significant architectural features. Rehabilitation and make-ready work must not destroy the distinguishing character of the property or its environment.

(6) Deteriorated architectural features should be repaired rather than replaced, wherever possible by means such as rust removal, calking, limited paint removal and reapplication of paint.

4. General Design Standards:

a. Applicability: These design standards apply to all small wireless facilities:

(1) All small wireless facilities not governed by the preceding design standards must be placed so as to minimize visibility. The small wireless facility, including all ancillary equipment and appurtenances, must be a color that blends with the surroundings of the utility pole or Municipally-owned infrastructure on which it is mounted and use non-reflective materials which blend with the materials and colors of the surrounding area and structures. Any wiring must be concealed within the freestanding facility or covered with an appropriate cover.

(2) The Village may discourage the installation of facilities in particular locations in order to preserve visual quality.

(3) A facility may be constructed only if its construction does not require extensive removal or alteration of trees or terrain features visible to the right-of-way user or to adjacent residents and property owners.

(4) A facility may not be installed in a manner which defeats any existing concealment elements of the utility pole or Municipally- owned infrastructure to which it is attached.

(5) Facilities under common ownership or operated on the same radio frequency shall be separated as far as practicable.

J. Facility Attachments To Existing Utility Poles And Municipally-Owned Infrastructure:

1. Facility Attachments: Any facility attached to existing utility poles and Municipally-owned infrastructure shall not result in a substantial change to the physical dimensions of the utility pole or Municipally-owned infrastructure, provided the Village may require a smaller facility for the purpose of complying with any other more restrictive regulation in this chapter.

2. Physical Dimensions: A facility shall be deemed to substantially change the physical dimensions of the utility pole or Municipally-owned infrastructure if it meets any of the following criteria:

a. It increases the height of the structure by more than ten percent (10%) or more than ten feet (10'), whichever is greater. Changes in height should be measured from the existing dimensions of the utility pole or Municipally-owned infrastructure before the first facility is attached.

b. It involves adding an appurtenance to the body of the utility pole or Municipally-owned infrastructure that would protrude from the edge of such structure by more than six feet (6').

c. It involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure.

d. It would defeat any concealment elements of the utility pole or Municipally-owned infrastructure.

e. It would defeat any concealment elements of a concealed facility.

3. Telecommunications Attachments: A telecommunications facility which does not result in a substantial change to the physical dimensions of the utility pole or Municipally-owned infrastructure shall be permitted only if it meets all of the following criteria:

a. All antennas capable of serving two (2) or fewer telecommunications providers that are part of the deployment shall fit within enclosures (or if the antennas are exposed, within imaginary enclosures) that are individually no more than three (3) cubic feet in volume. Any neutral host antennas capable of serving more than two (2) telecommunications providers shall fit within enclosures (or if the antennas are exposed, within imaginary enclosures) that are individually no more than seven (7) cubic feet in volume. All antennas on the structure, including any pre-existing antennas on the structure, shall fit within enclosures (or if the antennas are exposed, within imaginary enclosures) that total no more than seven (7) cubic feet in volume.

b. All other equipment associated with the telecommunication facility and attached to the utility pole or Municipally-owned infrastructure shall be the smallest practicable volume for the operation of such facility and be located as high above the established grade as practicable and which complies with all other applicable separation requirements. Where no other restrictions apply, the equipment shall be located at least eight feet (8') above existing grade.

c. The telecommunication facility, including all related equipment and appurtenances, must be a color that blends with the surroundings of the utility pole or Municipally-owned infrastructure on which it is mounted and use non-reflective materials which blend with the materials and colors of the surrounding area and structures. Any wiring must be concealed within the freestanding facility or covered with an appropriate cover.

d. Facilities under common ownership or operated on the same radio frequency shall be separated as far as practicable.

e. The applicant files a structural analysis, stamped by a professional engineer, which demonstrates the utility pole or Municipally-owned infrastructure is safely capable of supporting the telecommunications facility in all reasonably foreseeable weather conditions without creating a risk to public health and safety. The structural analysis will also describe the method by which the telecommunications facility is designed to fail and demonstrate that any structural failure to the telecommunications facility shall not cause harm to any residential structure.

f. All permits, licenses and approvals required by the owner of the utility pole or Municipally-owned infrastructure have been granted prior to applying for a Village permit. (Ord. G-1117, 11-14-2017; Ord. G-1130, 7-10-2018)

8-6-17: CONSTRUCTION METHODS AND MATERIALS:

A. Standards And Requirements For Particular Types Of Construction Methods:

1. Boring Or Jacking:

a. Pits And Shoring: Boring or jacking under rights-of-way shall be accomplished from pits located at a minimum distance specified by the Village Engineer from the edge of the pavement. Pits for boring or jacking shall be excavated no more than forty eight (48) hours in advance of boring or jacking operations and backfilled within forty eight (48) hours after boring or jacking operations are completed. While pits are open, they shall be clearly marked and protected by barricades. Shoring shall be designed, erected, supported, braced, and maintained so that it will safely support all vertical and lateral loads that may be imposed upon it during the boring or jacking operation.

b. Wet Boring Or Jetting: Wet boring or jetting shall not be permitted under the roadway.

c. Borings With Diameters Greater Than Six Inches: Borings over six inches (6") (0.15 m) in diameter shall be accomplished with an auger and following pipe, and the diameter of the auger shall not exceed the outside diameter of the following pipe by more than one inch (1") (25 mm).

d. Borings With Diameters Six Inches Or Less: Borings of six inches (6") or less in diameter may be accomplished by either jacking, guided with auger, or auger and following pipe method.

e. Tree Preservation: Any facility located within the drip line of any tree designated by the Village to be preserved or protected shall be bored under or around the root system.

2. Trenching: Trenching for facility installation, repair, or maintenance on rights-of-way shall be done in accord with the applicable portions of section 603 of IDOT's "Standard Specifications for Road and Bridge Construction".

a. Length: The length of open trench shall be kept to the practicable minimum consistent with requirements for pipe-line testing. Only one-half (1/2) of any intersection may have an open trench at any time unless special permission is obtained from the Village Engineer.

b. Open Trench And Excavated Material: Open trench and windrowed excavated material shall be protected as required by chapter 6 of the Illinois Manual On Uniform Traffic Control Devices. Where practicable, the excavated material shall be deposited between the roadway and the trench as added protection. Excavated material shall not be allowed to remain on the paved portion of the roadway. Where right-of-way width does not allow for windrowing excavated material off the paved portion of the roadway, excavated material shall be hauled to an off-road location.

c. Drip Line Of Trees: The utility shall not trench within the drip line of any tree designated by the Village to be preserved.

3. Backfilling:

a. Any pit, trench, or excavation created during the installation of facilities shall be backfilled for its full width, depth, and length using methods and materials in accordance with IDOT's "Standard Specifications for Road and Bridge Construction". When excavated material is hauled away or is unsuitable for backfill, suitable granular backfill shall be used.

b. For a period of three (3) years from the date construction of a facility is completed, the utility shall be responsible to remove and restore any backfilled area that has settled due to construction of the facility. If so ordered by the Village Engineer, the utility, at its expense, shall remove any pavement and backfill material to the top of the installed facility, place and properly compact new backfill material, and restore new pavement, sidewalk, curbs, and driveways to the proper grades, as determined by the Village Engineer.

4. Pavement Cuts: Pavement cuts for facility installation or repair shall be permitted on a highway only if that portion of the highway is closed to traffic. If a variance to the limitation set forth in this subsection is permitted under section 8-6-22 of this chapter, the following requirements shall apply:

a. Any excavation under pavements shall be backfilled and compacted as soon as practicable with granular material of CA-6 or CA-10 gradation, as designated by the Village Engineer.

b. Restoration of pavement, in kind, shall be accomplished as soon as practicable, and temporary repair with bituminous mixture shall be provided immediately. Any subsequent failure of either the temporary repair or the restoration shall be rebuilt upon notification by the Village.

c. All saw cuts shall be full depth.

d. For all rights-of-way which have been reconstructed with a concrete surface/base in the last seven (7) years, or resurfaced in the last three (3) years, permits shall not be issued unless such work is determined to be an emergency repair or other work

considered necessary and unforeseen before the time of the reconstruction or unless a pavement cut is necessary for a JULIE locate.

5. Encasement:

a. Casing pipe shall be designed to withstand the load of the highway and any other superimposed loads. The casing shall be continuous either by one-piece fabrication or by welding or jointed installation approved by the Village.

b. The venting, if any, of any encasement shall extend within one foot (1') (0.3 m) of the right-of-way line. No above-ground vent pipes shall be located in the area established as clear zone for that particular section of the highway.

c. In the case of water main or service crossing, encasement shall be furnished between bore pits unless continuous pipe or Village approved jointed pipe is used under the roadway. Casing may be omitted only if pipe is installed prior to highway construction and carrier pipe is continuous or mechanical joints are of a type approved by the Village. Bell and spigot type pipe shall be encased regardless of installation method.

d. In the case of gas pipelines of sixty (60) psig or less, encasement may be eliminated.

e. In the case of gas pipelines or petroleum products pipelines with installations of more than sixty (60) psig, encasement may be eliminated only if: 1) extra heavy pipe is used that precludes future maintenance or repair and 2) cathodic protection of the pipe is provided.

f. If encasement is eliminated for a gas or petroleum products pipeline, the facility shall be located so as to provide that construction does not disrupt the right-of-way.

6. Minimum Cover Of Underground Facilities: Cover shall be provided and maintained at least in the amount specified in the following table for minimum cover for the type of facility:

Type Of Facility	Minimum Cover
Communication, cable or video service lines	18 to 24 inches (0.45 m to 0.6 m, as determined by Village)
Electric lines	30 inches (0.8 m)
Gas or petroleum products	30 inches (0.8 m)
Sanitary sewer, storm sewer, or drainage line	Sufficient cover to provide freeze protection
Water line	Sufficient cover to provide freeze protection

B. Standards And Requirements For Particular Types Of Facilities:

1. Electric Power Or Communication Lines:

a. Code Compliance: Electric power or communications facilities within Village rights-of-way shall be constructed, operated, and maintained in conformity with the provisions of 83 Ill. Adm. Code part 305 (formerly General Order 160 of the Illinois Commerce Commission) entitled "Rules for Construction of Electric Power and Communications Lines", and the National Electrical Safety Code.

b. Overhead Facilities: Overhead power or communication facilities shall use single pole construction and, where practicable, joint use of poles shall be used. Utilities shall make every reasonable effort to design the installation so guys and braces will not be needed. Variances may be allowed if there is no feasible alternative and if guy wires are equipped with guy guards for maximum visibility.

c. Underground Facilities:

(1) Cable may be installed by trenching or plowing, provided that special consideration is given to boring in order to minimize damage when crossing improved entrances and side roads.

(2) If a crossing is installed by boring or jacking, encasement shall be provided between jacking or bore pits. Encasement may be eliminated only if: a) the crossing is installed by the use of "moles", "whip augers", or other approved method which compress the earth to make the opening for cable installation or b) the installation is by the open trench method which is only permitted prior to roadway construction.

(3) Cable shall be grounded in accordance with the National Electrical Safety Code.

d. Burial Of Drops: All temporary service drops placed between November 1 of the prior year and March 15 of the current year, also known as snowdrops, shall be buried by May 31 of the current year, weather permitting, unless otherwise permitted by the Village. Weather permitting, utilities shall bury all temporary drops, excluding snowdrops, within ten (10) business days after placement.

2. Underground Facilities Other Than Electric Power Or Communication Lines: Underground facilities other than electric power or communication lines may be installed by:

a. The use of "moles", "whip augers", or other approved methods which compress the earth to move the opening for the pipe;

b. Jacking or boring with vented encasement provided between the ditch lines or toes of slopes of the highway;

c. Open trench with vented encasement between ultimate ditch lines or toes of slopes, but only if prior to roadway construction; or

d. Tunneling with vented encasement, but only if installation is not possible by other means.

3. Gas Transmission, Distribution And Service: Gas pipelines within rights-of-way shall be constructed, maintained, and operated in a Village approved manner and in

conformance with the Federal Code of the Office of Pipeline Safety Operations, Department of Transportation, part 192 - Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards (49 CFR section 192), IDOT's "Standard Specifications for Road and Bridge Construction", and all other applicable laws, rules, and regulations.

4. Petroleum Products Pipelines: Petroleum products pipelines within rights-of-way shall conform to the applicable sections of ANSI Standard Code for Pressure Piping (Liquid Petroleum Transportation Piping Systems ANSI-B 31.4).

5. Waterlines, Sanitary Sewer Lines, Stormwater Sewer Lines Or Drainage Lines: Water lines, sanitary sewer lines, storm sewer lines, and drainage lines within rights-of-way shall meet or exceed the recommendations of the current "Standard Specifications for Water and Sewer Main Construction in Illinois".

6. Ground Mounted Appurtenances: Ground mounted appurtenances to overhead or underground facilities, when permitted within a right-of-way, shall be provided with a vegetation-free area extending one foot (1') (305 mm) in width beyond the appurtenance in all directions. The vegetation-free area may be provided by an extension of the mounting pad, or by heavy duty plastic or similar material approved by the Village Engineer. With the approval of the Village Engineer, shrubbery surrounding the appurtenance may be used in place of vegetation-free area. The housing for ground-mounted appurtenances shall be painted a neutral color to blend with the surroundings.

C. Materials:

1. General Standards: The materials used in constructing facilities within rights-of-way shall be those meeting the accepted standards of the appropriate industry, the applicable portions of IDOT's "Standards Specifications for Road and Bridge Construction", the requirements of the Illinois Commerce Commission, or the standards established by other official regulatory agencies for the appropriate industry.

2. Material Storage On Right-Of-Way: No material shall be stored on the right-of-way without the prior written approval of the Village Engineer. When such storage is permitted, all pipe, conduit, wire, poles, cross arms, or other materials shall be distributed along the right-of-way prior to and during installation in a manner to minimize hazards to the public or an obstacle to right-of-way maintenance or damage to the right-of-way and other property. If material is to be stored on right-of-way, prior approval must be obtained from the Village.

3. Hazardous Materials: The plans submitted by the utility to the Village shall identify any hazardous materials that may be involved in the construction of the new facilities or removal of any existing facilities.

D. Operational Restrictions:

1. Construction operations on rights-of-way may, at the discretion of the Village, be required to be discontinued when such operations would create hazards to traffic or the public health, safety, and welfare. Such operations may also be required to be discontinued

or restricted when conditions are such that construction would result in extensive damage to the right-of-way or other property.

2. These restrictions may be waived by the Village Engineer when emergency work is required to restore vital utility services.

3. Unless otherwise permitted by the Village, the hours of construction are those set forth in this Code.

E. Location Of Existing Facilities: Any utility proposing to construct facilities in the Village shall contact JULIE and ascertain the presence and location of existing above-ground and underground facilities within the rights-of-way to be occupied by its proposed facilities. The Village will make its permit records available to a utility for the purpose of identifying possible facilities. When notified of an excavation or when requested by the Village or by JULIE, a utility shall locate and physically mark its underground facilities within forty eight (48) hours, excluding weekends and holidays, in accordance with the Illinois Underground Facilities Damage Prevention Act 1 . (Ord. G-1117, 11-14-2017; Ord. G-1130, 7-10-2018)

Notes

1 1. 220 ILCS 50/1 et seq.

8-6-18: VEGETATION CONTROL:

A. Electric Utilities - Compliance With State Laws And Regulations: An electric utility shall conduct all tree-trimming and vegetation control activities in the right-of-way in accordance with applicable Illinois laws and regulations, and additionally, with such local franchise or other agreement with the Village as permitted by law.

B. Other Utilities - Tree Trimming Permit Required: Tree trimming that is done by any other utility with facilities in the right- of-way and that is not performed pursuant to applicable Illinois laws and regulations specifically governing same, shall not be considered a normal maintenance operation, but shall require the application for, and the issuance of, a permit, in addition to any other permit required under this chapter.

1. Application For Tree Trimming Permit: Applications for tree trimming permits shall include assurance that the work will be accomplished by competent workers with supervision who are experienced in accepted tree pruning practices. Tree trimming permits shall designate an expiration date in the interest of assuring that the work will be expeditiously accomplished.

2. Damage To Trees: Poor pruning practices resulting in damaged or misshapen trees will not be tolerated and shall be grounds for cancellation of the tree trimming permit and for assessment of damages. The Village will require compensation for trees extensively damaged and for trees removed without authorization. The formula developed by the

International Society of Arboriculture will be used as a basis for determining the compensation for damaged trees or unauthorized removal of trees. The Village may require the removal and replacement of trees if trimming or radical pruning would leave them in an unacceptable condition.

C. Specimen Trees Or Trees Of Special Significance: The Village may require that special measures be taken to preserve specimen trees or trees of special significance. The required measures may consist of higher poles, side arm extensions, covered wire or other means.

D. Chemical Use:

1. Except as provided in the following paragraph, no utility shall spray, inject or pour any chemicals on or near any trees, shrubs or vegetation in the Village for any purpose, including the control of growth, insects or disease.

2. Spraying of any type of brush-killing chemicals will not be permitted on rights-of-way unless the utility demonstrates to the satisfaction of the Village Engineer that such spraying is the only practicable method of vegetation control. (Ord. G-1117, 11-14-2017; Ord. G-1130, 7-10-2018)

8-6-19: REMOVAL, RELOCATION, OR MODIFICATIONS:

A. Notice: Within ninety (90) days following written notice from the Village, a utility shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any utility facilities within the rights-of-way whenever the Corporate Authorities have determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any Village improvement in or upon, or the operations of the Village in or upon, the rights-of-way. Wireless providers are required to provide the Village with written notice of its intent to sell or transfer small wireless facilities. Such notice must include the name and contact information of the new wireless provider.

B. Removal Of Unauthorized Facilities: Within thirty (30) days following written notice from the Village, any utility that owns, controls, or maintains any unauthorized facility or related appurtenances within the rights-of-way shall, at its own expense, remove all or any part of such facilities or appurtenances from the rights-of-way. A facility is unauthorized and subject to removal in the following circumstances:

1. Upon expiration or termination of the permittee's license or franchise, unless otherwise permitted by applicable law;

2. If the facility was constructed or installed without the prior grant of a license or franchise, if required;

3. If the facility was constructed or installed without prior issuance of a required permit in violation of this chapter; or

4. If the facility was constructed or installed at a location not permitted by the permittee's license or franchise.

C. Emergency Removal Or Relocation Of Facilities: The Village retains the right and privilege to cut or move any facilities located within the rights-of-way of the Village, as the Village may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the Municipality shall attempt to notify the utility, if known, prior to cutting or removing a facility and shall notify the utility, if known, after cutting or removing a facility.

D. Abandonment Of Facilities:

1. Small Wireless Facilities: As used in this section, a small wireless facility that is not operated for a continuous period of twelve (12) months shall be considered abandoned. The owner of an abandoned small wireless facility shall notify the Village within ninety (90) days of it being abandoned and the owner of that small wireless facility must remove the small wireless facility within ninety (90) days after sending such written notice to the Village. The Village may direct the wireless provider to remove all or any portion of the facility if the Village Engineer determines that such removal will be in the best interest of the public health, safety and welfare. If the small wireless facility is not removed within ninety (90) days of such notice, the Village may remove or cause the removal of the facility pursuant to the terms of its pole attachment agreement for Village utility poles or through whatever actions are provided for abatement of nuisances or by other law for removal and cost recovery.

2. Other ~~Utility~~ Telecommunication Facilities: As used in this section, a facility that is not operated for a continuous period of twelve (12) months shall be considered abandoned. Upon abandonment of a facility within the rights-of-way of the Village, the utility shall notify the Village within ninety (90) days. The owner of the abandoned facility must remove the facility within ninety (90) days after sending such written notice to the Village. The Village may direct the utility to remove all or any portion of the facility if the Village Engineer determines that such removal will be in the best interest of the public health, safety and welfare. If the facility is not removed within ninety (90) days of such notice, the Village may remove or cause the removal of the facility pursuant to the terms of its pole attachment agreement for Village utility poles or through whatever actions are provided for abatement of nuisances or by other law for removal and cost recovery. (Ord. G-1117, 11-14-2017; Ord. G-1130, 7-10-2018)

8-6-20: CLEAN-UP AND RESTORATION:

The utility shall remove all excess material and restore all turf and terrain and other property within ten (10) days after any portion of the rights-of-way are disturbed, damaged or destroyed due to construction or maintenance by the utility, all to the satisfaction of the Village. This includes restoration of entrances and side roads. Restoration of roadway surfaces shall be made using materials and methods approved by the Village Engineer. Such cleanup and repair may be required to consist of backfilling,

regrading, reseeding, resodding, or any other requirement to restore the right-of-way to a condition substantially equivalent to that which existed prior to the commencement of the project. The time period provided in this section may be extended by the Village Engineer for good cause shown. (Ord. G-1117, 11-14-2017; Ord. G-1130, 7-10-2018)

8-6-21: MAINTENANCE AND EMERGENCY MAINTENANCE:

A. General: Facilities on, over, above, along, upon, under, across, or within rights-of-way are to be maintained by or for the utility in a manner satisfactory to the Village and at the utility's expense.

B. Emergency Maintenance Procedures: Emergencies may justify non-compliance with normal procedures for securing a permit:

1. If an emergency creates a hazard on the traveled portion of the right-of-way, the utility shall take immediate steps to provide all necessary protection for traffic on the highway or the public on the right-of-way including the use of signs, lights, barricades or flaggers. If a hazard does not exist on the traveled way, but the nature of the emergency is such as to require the parking on the shoulder of equipment required in repair operations, adequate signs and lights shall be provided. Parking on the shoulder in such an emergency will only be permitted when no other means of access to the facility is available.

2. In an emergency, the utility shall, as soon as possible, notify the Village Engineer or his or her duly authorized agent of the emergency, informing him or her as to what steps have been taken for protection of the traveling public and what will be required to make the necessary repairs. If the nature of the emergency is such as to interfere with the free movement of traffic, the Village police shall be notified immediately.

3. In an emergency, the utility shall use all means at hand to complete repairs as rapidly as practicable and with the least inconvenience to the traveling public.

C. Emergency Repairs: The utility must file in writing with the Village a description of the repairs undertaken in the right-of-way within forty eight (48) hours after an emergency repair. (Ord. G-1117, 11-14-2017; Ord. G-1130, 7-10-2018)

8-6-22: VARIANCES:

A. Request For Variance: A utility requesting a variance from one or more of the provisions of this chapter must do so in writing to the Village Engineer as a part of the permit application. The request shall identify each provision of this chapter from which a variance is requested and the reasons why a variance should be granted.

B. Authority To Grant Variances: The Village Engineer shall decide whether a variance is authorized for each provision of this chapter identified in the variance request on an individual basis.

C. Conditions For Granting Of Variance: The Village Engineer may authorize a variance only if the utility requesting the variance has demonstrated that:

1. One or more conditions not under the control of the utility (such as terrain features or an irregular right-of-way line) create a special hardship that would make enforcement of the provision unreasonable, given the public purposes to be achieved by the provision; and
2. All other designs, methods, materials, locations or facilities that would conform with the provision from which a variance is requested are impracticable in relation to the requested approach.

D. Additional Conditions For Granting Of A Variance: As a condition for authorizing a variance, the Village Engineer may require the utility requesting the variance to meet reasonable standards and conditions that may or may not be expressly contained within this chapter but which carry out the purposes of this chapter.

E. Right To Appeal: Any utility aggrieved by any order, requirement, decision or determination, including denial of a variance, made by the Village Engineer under the provisions of this chapter shall have the right to appeal to the Village Board, or such other board or commission as it may designate. The application for appeal shall be submitted in writing to the Village Clerk within thirty (30) days after the date of such order, requirement, decision or determination. The Village Board shall commence its consideration of the appeal at the Board's next regularly scheduled meeting occurring at least seven (7) days after the filing of the appeal. The Village Board shall timely decide the appeal. (Ord. G-1117, 11-14-2017; Ord. G-1130, 7-10-2018)

8-6-23: PENALTIES:

Any person who violates, disobeys, omits, neglects or refuses to comply with any of the provisions of this chapter shall be subject to fine in accordance with the penalty provisions of this Code. There may be times when the Village will incur delay or other costs, including third party claims, because the utility will not or cannot perform its duties under its permit and this chapter. Unless the utility shows that another allocation of the cost of undertaking the requested action is appropriate, the utility shall bear the Village's costs of damages and its costs of installing, maintaining, modifying, relocating, or removing the facility that is the subject of the permit. No other administrative agency or commission may review or overrule a permit related cost apportionment of the Village. Sanctions may be imposed upon a utility that does not pay the costs apportioned to it. (Ord. G-1117, 11-14-2017; Ord. G-1130, 7-10-2018)

8-6-24: ENFORCEMENT:

Nothing in this chapter shall be construed as limiting any additional or further remedies that the Village may have for enforcement of this chapter. (Ord. G-1117, 11-14-2017; Ord. G-1130, 7-10-2018)

8-6-25: SEVERABILITY:

If any section, subsection, sentence, clause, phrase or portion of this chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof. (Ord. G-1117, 11-14-2017; Ord. G-1130, 7-10-2018)



ITEM 10.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
December 10, 2024

SUBJECT: Budget Amendments and Transfers Among Budget Line Items

FROM: Marilyn Fumero, Finance Director

BUDGET SOURCE/BUDGET IMPACT: Increasing General Fund pension expense accounts by \$2,000,000; Police Pension expense accounts 51200 by \$1,000,000 and Fire Pension expense account 51300 by \$1,000,000.

RECOMMENDED MOTION: I move the Village Board adopt Ordinance 2024-BU-AMEND-S-1712 "An Ordinance Authorizing an Amendments And Transfers Among Budget Line Items".

Background/History:

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

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

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

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

3. That any transfer from contingency shall be subject to approval by the Board of Trustees upon the recommendation of the Village Manager.

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

The current projections for 2024 indicate an increase in the General Fund of \$2,573,210. By December 31, 2024, the General Fund cash balance is expected to reach \$41.7 million, which represents 18 months of the proposed base operating budget for 2025. The Village's policy requires a reserve balance equivalent to 6.0 months of the base operating budget.

Staff recommends a one-time transfer of \$2,000,000 from the General Fund to the following accounts:

- \$1,000,000 to the Police Pension Fund to reduce pension liability.
- \$1,000,000 to the Fire Pension Fund to decrease pension liability.

Following this transfer, the projected cash balance of the General Fund would be \$39.7 million, or 17 months of the proposed 2025 base operating budget. This exceeds the Village's policy of 6.0 months by more than double.

The attached budget amendment outlines the proposed one-time transfer of \$1,000,000 to the Police Pension Fund and \$1,000,000 to the Fire Pension Fund during the 2024 budget year.

Recommendation:

Staff recommends that the Village Board adopt Ordinance 2024-BU-AMEND-S-1712 "An Ordinance Authorizing an Amendments And Transfers Among Budget Line Items" for increasing Police Pension Fund and Fire Pension Fund.

Attachments:

1. 12-10 S-1712 Budget Amendment
2. Exhibit A - Village of Oak Brook 3rd Qtr Budget Amendment 2024

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
2024-BU-AMEND-S-1712

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

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

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

Village Board

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

ORDINANCE 2024-BU-AMEND-S-1712

AN ORDINANCE AUTHORIZING AMENDMENTS AND TRANSFERS

AMONG BUDGET LINE ITEMS

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

WHEREAS, the Finance Committee has recommended an amendment to the 2024 Budget by increasing General Fund expenditures and Infrastructure Fund revenues for the transfer of surplus General Fund surplus revenue to fund future capital projects; and

WHEREAS, the Village President and Board of Trustees concur with and approve of the transfer.

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

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

Section 2: The General Fund budget is amended by increasing the amounts in the following account:

1. Account 611-51200 (Police Pension), by \$36,767
2. Account 621-51200 (Police Pension), by \$726,529
3. Account 631-51200 (Police Pension), by \$83,155
4. Account 632-51200 (Police Pension), by \$153,549
5. Account 700-51300 (Fire Pension), by \$954,187
6. Account 711-51300 (Fire Pension), by \$45,813

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

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

[SIGNATURE PAGE FOLLOWS]

APPROVED THIS 10th day of December 2024.

Laurence E. Herman
Village President

PASSED THIS 10th day of December 2024.

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Netasha Scarpiniti
Village Clerk

Village of Oak Brook
Budget Amendments
FY 2024 - 4th Quarter

EXHIBIT A

Account Number	Account Name	Revenue	Expenditure	Description	Funding Source
General Fund					
611-51200	Police Pension		36,767	Additional Funding to Police Pension	General Revenues
621-51200	Police Pension		726,529	Additional Funding to Police Pension	General Revenues
631-51200	Police Pension		83,155	Additional Funding to Police Pension	General Revenues
632-51200	Police Pension		153,549	Additional Funding to Police Pension	General Revenues
700-51300	Fire Pension		954,187	Additional Funding to Fire Pension	General Revenues
711-51300	Fire Pension		45,813	Additional Funding to Fire Pension	General Revenues
		\$ -	\$ 2,000,000		
Total General Fund		\$ -	\$ 2,000,000		



OAK BROOK
Illinois

ITEM 10.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
December 10, 2024

SUBJECT: Ordinance Adopting The Budget of the Village of Oak Brook for FY 2025

FROM: Marilyn Fumero, Finance Director

BUDGET SOURCE/BUDGET IMPACT: Ordinance establishing the 2025 Annual Budget.

RECOMMENDED MOTION: I move that the Village Board adopt Ordinance S-1713 “An Ordinance Adopting the Budget of the Village of Oak Brook for 2025”.

Background/History:

The Village of Oak Brook operates under the Budget Officer Act as outlined in Chapter 24, Section 8-2-9 of the Illinois Compiled Statutes, as revised. The Act requires the Village President and Board of Trustees to adopt the annual budget prior to the beginning of the fiscal year to which it applies and provides that the budget shall serve as the Village’s annual appropriation ordinance.

The Village conducted 2025 budget workshops on October 1 and October 29, 2024, to review the proposed budget and receive feedback from the Board of Trustees. The budget was made available for public inspection on the Village’s website on December 1, 2024. Notification is required by State Statute to be given at least ten (10) days prior to its passage by publication in a newspaper of a public hearing, which is held before the final action of the budget to obtain resident comments. The notification was published in the Daily Herald newspaper on November 18, 2024.

Recommendation:

Staff recommends that the Village Board adopt Ordinance 2024-BU-EX-S-1713 “An Ordinance Adopting the Budget of the Village of Oak Brook for fiscal year 2025”.

Attachments:

1. S-1713 Ordinance Adopting 2025 Budget
2. Exhibit A Budget FY2025

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
2024-BU-EX-S-1713

AN ORDINANCE
ADOPTING THE BUDGET OF THE
VILLAGE OF OAK BROOK FOR 2025

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

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

Village Board

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

ORDINANCE 2024-BU-EX-S-1713

AN ORDINANCE ADOPTING THE BUDGET OF THE
VILLAGE OF OAK BROOK FOR 2025

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: Findings:

The President and Board of Trustees find that the tentative annual budget of the Village of Oak Brook for 2025 has been conveniently available to public inspection for at least ten (10) days prior to its passage in pamphlet form as prescribed by the corporate authorities. A public hearing has been held prior to final action on the budget, notice of which hearing was given by publication in a newspaper having general circulation in the Village of Oak Brook, said notice having been published at least one week prior to the time of hearing. The hearing on the budget was held not less than one week after the tentative annual budget was published, by placing it on file with the Village Clerk for public inspection.

Section 2: The sums set forth for the purposes indicated in the 2025 Municipal Budget of the Village of Oak Brook attached hereto and made a part hereof are hereby budgeted to pay all necessary expenses and liabilities of the Village of Oak Brook for the fiscal period beginning January 1, 2025, and ending December 31, 2025.

Section 3: The Village of Oak Brook hereby approves and adopts the 2025 Municipal Budget as attached hereto as **Exhibit A**.

Section 4: In case of a vacancy in any office specified in this Ordinance, the Appointing Authority shall not be required to fill such office, if, in his or her judgment or discretion, there is no necessity, therefore.

Section 5: The 2025 Municipal Budget may be amended as provided by law.

Section 6: This ordinance shall be in full force and effect from and after passage and approval pursuant to law.

[SIGNATURE PAGE FOLLOWS]

APPROVED THIS 10th day of December 2024.

Laurence E. Herman
Village President

PASSED THIS 10th day of December 2024.

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Netasha Scarpiniti
Village Clerk

Budget Summaries
Cash and Investments Analysis
Fiscal Year 2025

FUND	Projected Cash Balance 12/31/2024	Budget Revenues 2025	Budget Expenditures 2025	2025 Change in Cash	Projected Cash Balance 12/31/2025
General Fund	\$ 39,677,356	\$ 32,490,513	\$ 32,411,711	\$ 78,802	\$ 39,756,157
Special Revenue Funds					
Hotel/Motel Tax	4,489,832	1,964,500	1,916,374	48,126	4,537,957
Motor Fuel Tax	2,261,171	352,000	291,430	60,570	2,321,741
Capital Project Funds					
Infrastructure Fund	16,762,813	7,595,000	7,549,093	45,907	16,808,720
Enterprise Funds					
Water Works System	22,957,392	12,250,220	16,023,898	(3,773,678)	19,183,714
Sports Core	3,706,939	5,519,439	5,412,861	106,578	3,813,517
Internal Service Funds					
Insurance	579,382	3,620,821	3,619,467	1,354	580,736
Garage	331,110	886,902	883,597	3,305	334,415
Capital Replacement	1,024,209	1,393,375	889,880	503,495	1,527,704
TOTAL ALL FUNDS	\$ 91,790,203	\$ 66,072,770	\$ 68,998,311	\$ (2,925,542)	\$ 88,864,662



ITEM 10.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
December 10, 2024

SUBJECT: Position Classification and Salary Plan

FROM: Marilyn Fumero, Finance Director

BUDGET SOURCE/BUDGET IMPACT: Salries are allocated in the FY 2025 Budget in the Full-Time and Part-Time Personnel Salaries Accounts

RECOMMENDED MOTION: I move to approve Ordinance S-1714, an Ordinance approving the 2024 Classification, Salary Plan and Salary Administration Policy for Non-Represented Employees of the Village of Oak Brook, Illinois effective January 1, 2025.

Background/History:

In 2023, the Board approved annual increases, modifying the non-represented merit pay range from 0% to 4.5%. These adjustments consist of a 2.5% cost-of-living adjustment (COLA) corresponding to the range, along with a merit pay increase of up to 2% based on an objective evaluation. From 2021 to 2024, the Village authorized 2.5% annual adjustments to the Classification and Salary Plan for Non-Represented Employees.

Therefore, staff recommends that the 2025 Classification and Salary Plan for Non-Represented Employees feature a 2.5% adjustment for each grade, in line with the changes implemented from 2021 to 2024 as well as inflation. Accordingly, staff proposes that non-represented existing employees receive their 2.5% cost-of-living adjustment (COLA) effective January 1st to maintain alignment with annual COLA increases for represented employees as well as allows for software automation of the COLA, along with a merit pay increase of up to 2% to be awarded upon their anniversary date. The related financial implications have already been incorporated into the proposed budget for 2025.

Recommendation:

Staff recommends that the Village Board approve Ordinance S-1714, an Ordinance approving the 2025 Classification, Salary Plan and Salary Administration Policy for Non-Represented Employees of the Village of Oak Brook, Illinois effective January 1, 2025.

Attachments:

1. Ordinance S-1714 Salary Plan
2. Exhibit A Proposed Salary Schedule 2025

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
2024-PSTN-COMP-SAP-EX-S-1714

AN ORDINANCE APPROVING THE 2025
CLASSIFICATION, SALARY AND SALARY
ADMINISTRATION POLICY

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

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

Village Board

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

ORDINANCE 2024-PSTN-COMP-SAP-EX-S-1714

AN ORDINANCE APPROVING THE 2025 CLASSIFICATION,
SALARY AND SALARY ADMINISTRATION POLICY

WHEREAS, pursuant to the Village of Oak Brook Personnel Manual, the Village endeavors to compensate its employees fairly and competitively, and therefore has established a Position Classification and Salary Plan in Appendix A to the Village's current Personnel Manual ("**Salary Plan**"); and

WHEREAS, the Village Manager has recommended that changes be made to the salary ranges, amounts, and structure in the Salary Plan, as set forth in **Exhibit A** to this Ordinance; and

WHEREAS, the Village Manager also recommends the approval of these changes to the Salary Plan to be effective as of January 1, 2025; and

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

Section 1. That the Village Manager's recommendation with regard to changes in the Salary Plan is hereby accepted and those changes as reflected in Exhibit A hereto are approved.

Section 2. That all or any part of the Salary Plan that is not affected by the terms of Exhibit A hereto shall remain in full force and effect.

Section 3. That this resolution shall be in full force and effect force and after its passage, approval and publication as required by law.

Section 4. That all ordinances, resolution or motions in conflict with the provisions of this resolution be and the same are hereby repealed to the extent of such conflict.

APPROVED THIS 10th day of December 2024.

Laurence E. Herman
Village President

PASSED THIS 10th day of December 2024.

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Natasha Scarpiniti

Position Title	Grade	Minimum	Midpoint	Maximum
Village Manager	42	Contract Position		
Assistant Village Manager	39	148,158.61	174,304.44	200,450.27
Finance Director	38	141,134.10	165,949.39	191,013.60
Police Chief	38	141,134.10	165,949.39	191,013.60
Fire Chief	38	141,134.10	165,949.39	191,013.60
Information Technology Director	37	134,384.10	158,099.39	181,813.60
Community Development Director	37	134,384.10	158,099.39	181,813.60
Director of Public Works	37	134,384.10	158,099.39	181,813.60
Sports Core Director	35	121,890.02	143,400.91	164,910.72
Assistant Information Technology Director	34	116,086.66	136,572.35	157,058.04
Deputy Police Chief	34	116,086.66	136,572.35	157,058.04
Deputy Fire Chief	34	116,086.66	136,572.35	157,058.04
Public Works Superintendent	34	116,086.66	136,572.35	157,058.04
Battalion Chief	33	110,557.90	130,069.00	149,579.03
Police Sergeant	33	110,557.90	130,069.00	149,579.03
Assistant Finance Director	32	105,294.06	123,874.73	142,456.48
Financial Services Manager	32	105,294.06	123,874.73	142,456.48
Chief Building Official	32	105,294.06	123,874.73	142,456.48
Head Librarian	32	105,294.06	123,874.73	142,456.48
Marketing Manager	32	105,294.06	123,874.73	142,456.48
Golf Course Superintendent	32	105,294.06	123,874.73	142,456.48
Information Systems Administrator	29	90,956.34	107,007.39	123,058.45
Human Resources Manager	29	90,956.34	107,007.39	123,058.45
Village Planner	28	86,625.08	101,911.54	117,199.08
Senior Accountant	27	82,500.59	97,059.08	111,617.56
HR Benefits Administrator	27	82,500.59	97,059.08	111,617.56
Golf Course Professional/Head Golf Professional	27	82,500.59	97,059.08	111,617.56
Bath and Tennis Manager (PT)	27	39.66	46.66	53.66
Public Works Field Operations Supervisor	27	82,500.59	97,059.08	111,617.56

Position Title	Grade	Minimum	Midpoint	Maximum
Fleet & Facilities Supervisor	27	82,500.59	97,059.08	111,617.56
Accountant	25	74,829.90	88,035.81	101,240.64
Management Analyst	25	74,829.90	88,035.81	101,240.64
Purchasing and Budget Coordinator	25	74,829.90	88,035.81	101,240.64
Executive Assistant	25	74,829.90	88,035.81	101,240.64
Building Inspector	25	74,829.90	88,035.81	101,240.64
Planning Technician	24	71,266.47	83,843.47	96,419.40
Plumbing Inspector (PT)	24	34.26	40.31	46.36
Plan Reviewer (PT)	24	34.26	40.31	46.36
Senior Permit Coordinator	23	67,873.19	79,850.36	91,828.62
Technical Services Supervisor	22	64,641.44	76,047.86	87,455.36
Public Services Supervisor	22	64,641.44	76,047.86	87,455.36
Circulation Services Supervisor	22	64,641.44	76,047.86	87,455.36
Mechanic (Golf Course)	22	64,641.44	76,047.86	87,455.36
Senior Accounting Assistant	21	61,562.61	72,427.36	83,291.03
Administrative Coordinator	21	61,562.61	72,427.36	83,291.03
Senior Administrative Assistant	20	58,631.31	68,978.08	79,324.84
Senior Administrative Assistant (PT)	20	28.19	33.16	38.13
Community Service Officer	20	58,631.31	68,978.08	79,324.84
Assistant Golf Professional	20	58,631.31	68,978.08	79,324.84
Accounting Assistant	19	55,838.93	65,693.56	75,547.11
Administrative Assistant	19	55,838.93	65,693.56	75,547.11
Planning Technician Assistant (PT)	19	26.85	31.59	36.32
Permit Coordinator	19	55,838.93	65,693.56	75,547.11
Permit Coordinator (PT)	19	26.85	31.59	36.32
Librarian	19	55,838.93	65,693.56	75,547.11
Librarian (PT)	19	26.85	31.59	36.32
Police Records Clerk	18	53,180.09	62,565.19	71,950.29
Program Coordinator	18	53,180.09	62,565.19	71,950.29
Assistant Golf Course Maintenance Superintendent	16	48,236.08	56,748.91	65,260.65
Library Assistant (PT)	14	21.03	24.75	28.46
Administrative Clerk (PT)	13	20.03	23.57	27.11

Position Title	Grade	Minimum	Midpoint	Maximum
Customer Service Associate (PT)	13	20.03	23.57	27.11
Technical Services Clerk (PT)	10	17.31	20.36	23.41
Circulation Clerk (PT)	9	16.48	19.39	22.30
Technical Services Processing Assistant (PT)	3	15.00	16.40	16.64



ITEM 10.A.9.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
December 10, 2024

SUBJECT: 19 Mockingbird Lane - Fence Variation

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board concur with the recommendation from the Planning & Zoning Commission to approve the proposed Fence Variation, subject to the following conditions:

1. Meet the first two (2) HOA conditions:
 - If the accommodated party permanently moves out of the residence, the fence must be removed.
 - The fence must be removed prior to the transfer of the property to a third party.
2. The design and placement of the proposed fence shall be in substantial conformance with the plans as submitted and approved.
3. 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.”
4. Adoption of attached Ordinance S-1715

Background/History:

Anthony Pesek, the homeowner, submitted a zoning variation request for the construction of a five-foot (5') fence on the subject property. The property is zoned R-3, Single-Family Detached Residence District, in Brook Forest Subdivision. The petitioner requested zoning variations to Sections 13-3-17.B.2 of the Zoning Code to permit and allow a five-foot (60") fence.

At their meeting on November 6, 2024, the Planning & Zoning Commission reviewed and

deliberated on the petition. The Commission debated the overall rationale for the request. The Commission recognized a hardship and unique circumstances. The applicant addressed the standards in writing and by their testimony at the public hearing.

Finding that the applicant had satisfied the requirements for a variation, by a vote of 5 to 0, the Planning & Zoning Commission recommended approval of the requested variation, subject to the following conditions.

1. Meet the first two (2) HOA conditions:

- If the accommodated party permanently moves out of the residence, the fence must be removed.
- The fence must be removed prior to the transfer of the property to a third party.

2. The design and placement of the proposed fence shall be in substantial conformance with the plans as submitted and approved.

3. 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.”

4. Adoption of attached Ordinance S-1715

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

Please note that staff did include a prepared Ordinance in this agenda packet for review and approval (if the Board deems appropriate). Staff has prepared this ordinance in advance in an effort to accommodate the petitioner due to fewer Board of Trustees meetings during the holidays.

Recommendation:

Staff recommends that the Village Board concur with the recommendation from the Planning & Zoning Commission and Approve Ordinance S-1715, An Ordinance Granting Variation from Provisions of Section 13-3-17.B.2 of Title 13 (“Zoning Regulations”) of the Village Code of the Village of Oak Brook Relative to the Permitted Fence Height for the Property Located At 19 Mockingbird Lane in the Village of Oak Brook, Illinois.

Attachments:

1. 2024-ZO-V-EX-S-1715
2. Exhibits - 19 Mockingbird Lane

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
NUMBER 2024-ZO-V-EX-S-1715

AN ORDINANCE
GRANTING VARIATION FROM PROVISIONS OF SECTION 13-
3-17.B.2 OF TITLE 13 (“ZONING REGULATIONS”) OF THE
VILLAGE CODE OF THE VILLAGE OF OAK BROOK RELATIVE
TO THE PERMITTED FENCE HEIGHT FOR THE PROPERTY
LOCATED AT 19 MOCKINGBIRD LANE IN THE VILLAGE OF
OAK BROOK, ILLINOIS

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

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

Village Board

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

ORDINANCE NO. 2024-ZO-V-EX-S-1715

AN ORDINANCE

GRANTING VARIATION FROM PROVISIONS OF SECTION 13-3-17.B.2 OF TITLE 13 ("ZONING REGULATIONS") OF THE VILLAGE CODE OF THE VILLAGE OF OAK BROOK RELATIVE TO THE PERMITTED FENCE HEIGHT FOR THE PROPERTY LOCATED AT 19 MOCKINGBIRD LANE IN THE VILLAGE OF OAK BROOK, ILLINOIS

PINS: 06-27-302-009

WHEREAS, the Village of Oak Brook is a municipal corporation organized pursuant to the laws of the State of Illinois;

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

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

WHEREAS, an application has been filed by Anthony Pesek, the Owner (hereinafter referred to as the "**Owner**"), of the property located at 19 Mockingbird Lane, Oak Brook, Illinois, which is legally described in Exhibit A attached hereto and incorporated herein (hereinafter referred to as the "**Subject Property**") and located in the R-3 Zoning District, is requesting a Variation from Section 13-3-17.B.2 of the Zoning Ordinance of the Village of Oak Brook, as amended to permit and allow an increase in permitted fence height from 42" to 60" for a rear yard fence (hereinafter referred to as the "**Variation**");

WHEREAS, the Village of Oak Brook Planning & Zoning Commission (the "**Commission**") on November 6, 2024 held a public hearing to consider the petitioner's request and to hear testimony on the proposal and as a result of said hearing the Commission issued a positive recommendation in this matter to allow an increase in permitted fence height from 42" to 60" for a rear yard fence all pursuant to proper notice and in compliance with the laws of the State of Illinois and ordinances of the Village of Oak Brook;

WHEREAS, the Commission found the request to be reasonable in that the requested variation is appropriate under the standards adopted by the Village of Oak Brook in its Zoning Ordinance applicable to zoning variances and made positive findings of fact in support of said variance;

WHEREAS, the Commission recommends approval of the petitioner's request by the 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 petitioner has met his burden in demonstrating the grounds for the requested variation; and

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

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

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

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

Variation from Section 13-3-17.B.2 of the Zoning Ordinance of the Village of Oak Brook, as amended to permit and allow an increase in permitted fence height from 42" to 60" for a rear yard fence on the property commonly referred to as 19 Mockingbird Lane, Oak Brook, Illinois.

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

- A. Substantial Conformance with Site Plan. The design and placement of the proposed fence shall be constructed in substantial conformance with the site plan as submitted and attached hereto and incorporated herein as **Exhibit B**.
- B. Compliance with Zoning Regulations and Village Code. The Owner shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived by this, or subsequent, Ordinances.
- 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.
- D. Removal of Fence. The approvals granted herein shall automatically be revoked and the proposed fence shall be immediately removed from the Subject Property if any of the following conditions are met:
 - a. The accommodated party permanently moves out of the residence; or
 - b. In the event the Owner desires to the transfer of the Subject Property to a third-party, the proposed fence must be removed prior to any such transfer.
- E. Complete Application. The Owner shall fully execute and Notarize application form - "An Act to Require Disclosure of all Beneficial Interests".

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. Penalty. Any person violating the terms and conditions of this Ordinance shall, following prior notice thereof by the Village to such offending person and such opportunity to correct such violation(s) as the Village may determine appropriate, be subject to a penalty not exceeding \$750.00, with each and every day that such violation of this Ordinance is allowed to remain in effect being deemed a complete and separate offense. In addition, the appropriate authorities of the Village may take such other actions they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees of the Village.

Section 9. 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 10. Publication. This ordinance shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section 11. Recording. This ordinance shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Oak Brook.

PASSED THIS 10th day of December 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 10th day of December 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

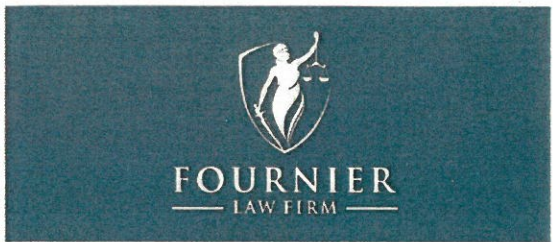
NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

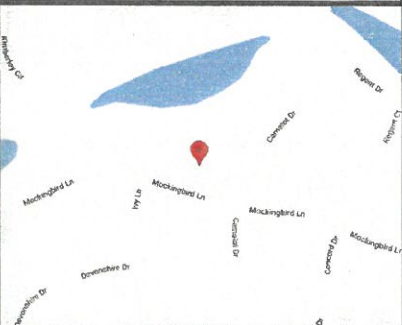
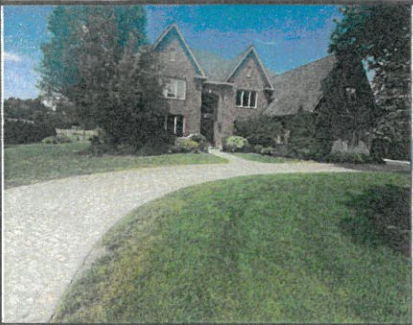
LOT 9 IN BROOK FOREST, A SUBDIVISION IN THE SOUTHEAST 1/4 AND IN THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 1965 AS DOCUMENT R65-27092, AND CERTIFICATE OF CORRECTION FILED SEPTEMBER 24, 1965 AS DOCUMENT R65-37405, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B

SITE PLAN & FENCE IMAGE



www.fournierlawfirmllc.com | 630-792-1000 | info@fournierlawfirmllc.com



PROPERTY ADDRESS:
19 MOCKINGBIRD LANE, OAK BROOK, ILLINOIS 60523

SURVEY NUMBER: IL2305.4138

DATE SIGNED: 05/23/23 **FIELD WORK DATE:** 5/22/2023

REVISION DATE(S):
(REV.1 5/23/2023)

POINTS OF INTEREST
NONE VISIBLE

STATE OF ILLINOIS }
COUNTY OF LASALLE } SS

THIS IS TO CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO
THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY
SURVEY. GIVEN UNDER MY HAND AND SEAL THIS DATE HEREON.



ILLINOIS PROFESSIONAL LAND SURVEYOR No. 2971
LICENSE EXPIRES 11/30/2024
EXACTA LAND SURVEYORS, LLC
PROFESSIONAL DESIGN FIRM 184008059-0008



Exacta Land Surveyors, LLC
PLS# 184008059
o: 773.305.4011
316 East Jackson Street | Morris, IL 60450



IL2305.4138
BOUNDARY SURVEY
DUPAGE COUNTY

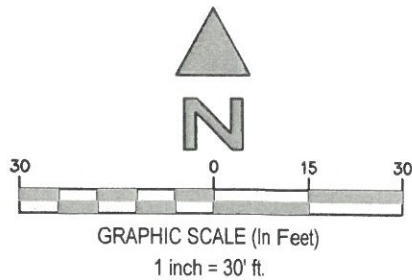
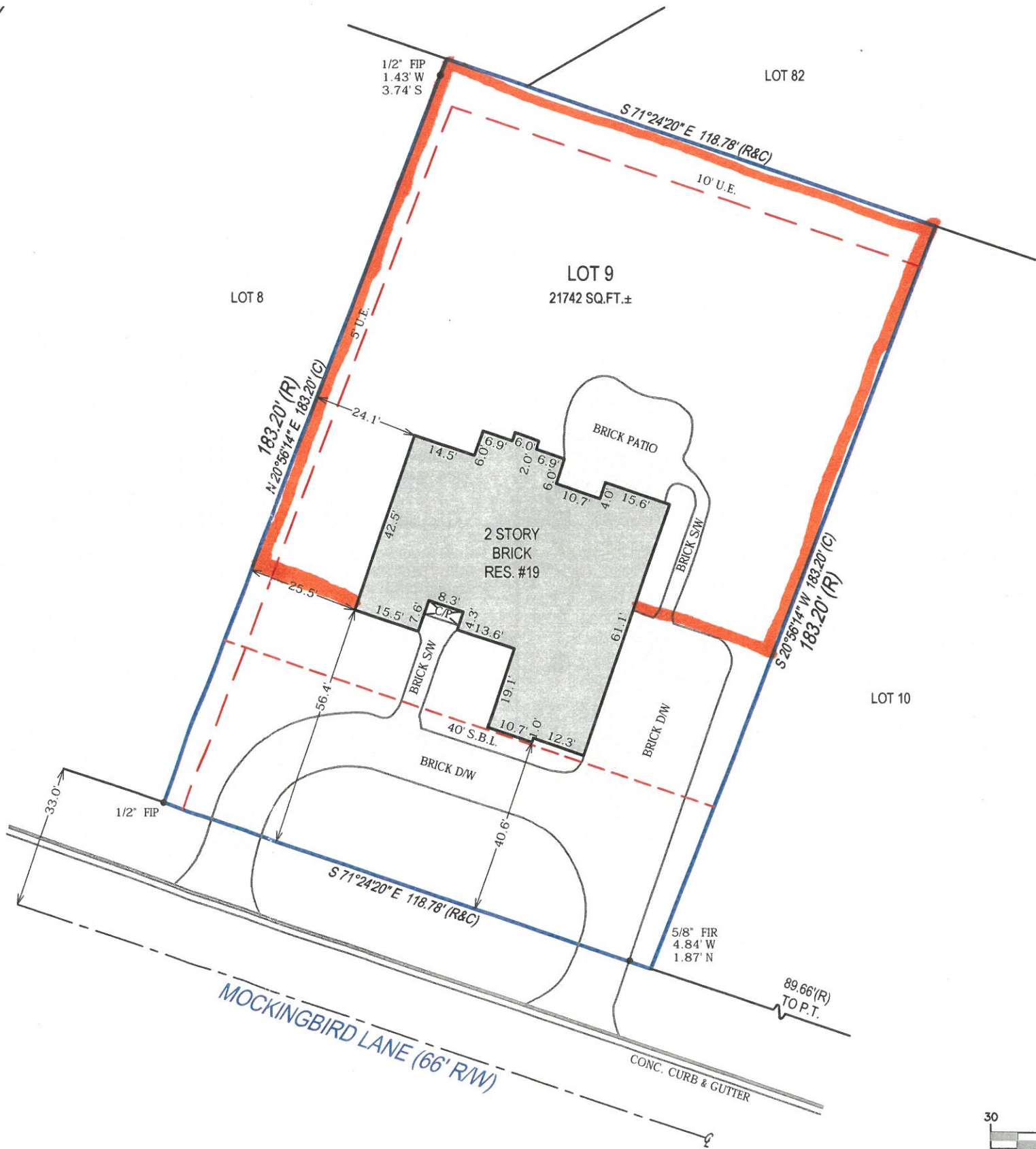




EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

WHEREAS, an application has been filed by Anthony Pesek, the Owner (hereinafter referred to as the "Owner"), of the property located at 19 Mockingbird Lane, Oak Brook, Illinois, which is legally described in Exhibit A attached hereto and incorporated herein (hereinafter referred to as the "Subject Property") and located in the R-3 Zoning District, is requesting a Variation from Section 13-3-17.B.2 of the Zoning Ordinance of the Village of Oak Brook, as amended to permit and allow an increase in permitted fence height from 42" to 60" for a rear yard fence (hereinafter referred to as the "Variation");

WHEREAS, Ordinance No 2024-ZO-V-EX-S-1715 adopted by the President and Board of Trustees of the Village of Oak Brook on December 10, 2024 grants approval of the Variation subject to certain modifications, conditions, restrictions, and provisions; and

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

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

1. The Owner hereby unconditionally agrees to accept, consent to, and abide by all of the terms, conditions, restrictions, and provisions of the Ordinance.
2. The Owner acknowledges that: (i) public notices and hearings have been properly given and held with respect to the adoption of the Ordinance; (ii) the Owner has considered the possibility that the Variation granted by the Ordinance may be revoked if the Owner does not comply with the Ordinance; and (iii) The Owner agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Owner acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's issuance of any permits for the use of the Property, the construction of the new fence and that the Village's issuance of any such permits does not, and will not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time.
4. The restrictions imposed by this Unconditional Agreement and Consent shall be restrictions binding upon and inure to the benefit of the Owner and his heirs, successors, assigns, agents, licensees, lessees, invitees, and representatives, including, without limitation, all subsequent Owners of the Property, or any portion thereof, and all persons claiming under him to the extent provided in this Unconditional Agreement and Consent.
5. 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.
6. Owner agrees and affirms that the undersigned individual(s) is(are) duly authorized to execute and enter into the binding nature of this Unconditional Agreement and Consent.
7. The Village shall record the Ordinance against the Subject Property, inclusive of this Unconditional Agreement and Consent, such that the terms provided herein shall be binding upon all parties in interest and all successors and assigns, to the extent such party continues to use the Subject Property in accordance with the approving Ordinance; and Owner shall remain subject to the terms

of the Ordinance unless otherwise transferred by execution of a Transferee Assumption Agreement, if applicable provided the nature of the relief granted herein.

IN WITNESS WHEREOF, the undersigned, as Owner of the Subject Property, executed this Unconditional Agreement and Consent on this ____ day of _____, 2024.

OWNER

By: _____

State of Illinois)
)
County of _____)

I, _____ a Notary Public in and for the County and State aforesaid do hereby certify that the above signed individual, personally known to me, and that he appeared before me this ____ day of _____, 202_, and acknowledged that he personally executed this instrument.

Notary Public

Seal

EXHIBIT 1
TO UNCONDITIONAL AGREEMENT AND CONSENT

LEGAL DESCRIPTION

Property:

LOT 9 IN BROOK FOREST, A SUBDIVISION IN THE SOUTHEAST 1/4 AND IN THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 1965 AS DOCUMENT R65-27092, AND CERTIFICATE OF CORRECTION FILED SEPTEMBER 24, 1965 AS DOCUMENT R65-37405, IN DUPAGE COUNTY, ILLINOIS.

PINS: 06-27-302-009



ITEM 5
19 MOCKINGBIRD LN
FENCE VARIATION

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8.8.a	Planning & Zoning Commission Chair Letter dated November 22, 2024
7-7.a	Planning & Zoning Commission Meeting Minutes dated November 6, 2024
6-6.b	Staff Report dated October 24, 2024
5	Certificate of Publication dated October 16, 2024
4.4.a	Resident Letter dated October 15, 2024
3	Board of Trustees Meeting Minutes dated October 8, 2024 (Not Attached)
2	Referral Memo – Board of Trustees Agenda dated October 8, 2024
1	Zoning Regulations – Fence Regulations –13-3-17.B.2

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A	Petition Application
B-B.2	Letter of Explanation & HOA Approval Letter
C-C.1	Variation Standards
D-D.1	Certification of Surrounding Property Owners and List
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G	Fee Receipt
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VILLAGE OF OAK BROOK *Illinois*

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

November 22, 2024

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

Subject: 19 Mockingbird Lane – Variation – To permit a fence height of 60 inches.

Dear Village President and Board of Trustees:

Background

At its meeting on November 6, 2024 the Planning & Zoning Commission held the required public hearing on a petition from Anthony Pesek, the property owner of 19 Mockingbird Lane, seeking approval of a variation in construct a 5' high fence. The requested relief to the Zoning Regulations are to the following:

- *Section: 13-3-17. B.2 Solid fences shall be a maximum height of twenty four inches (24") and be constructed of wood, stone, brick or other masonry material. All nonsolid fences shall be a maximum height of forty two inches (42") and shall be constructed of wood, stone, brick, wrought iron, aluminum or synthetic materials that are molded and give the appearance of wood, stone, brick or wrought iron.*

The subject property at 19 Mockingbird Lane is located in the Brook Forest Subdivision. The property is zoned R-3, Single-Family Detached Residence and is improved with a two-story single-family.

Public Comment

All interested parties were notified of the public hearing. No one spoke in support of or in opposition to the request at the hearing.

Planning & Zoning Commission Discussion and Recommendation

The Planning & Zoning Commission discussed the overall rationale for the variation. The Board recognized hardship and unique circumstances. The applicant addressed the standards in writing.

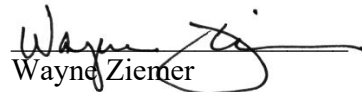
By a vote of 5 to 0, the Planning & Zoning Commission recommended approval of the requested variation, subject to the following conditions.

1. Meet the first two (2) HOA conditions:

November 22, 2024
Village President and Board of Trustees
RE: 19 Mockingbird Lane – Fence Variation
Page 2

- If the accommodated party permanently moves out of the residence, the fence must be removed.
 - The fence must be removed prior to the transfer of the property to a third party.
2. Fully execute and Notarize application form - “An Act to Require Disclosure of all Beneficial Interests”.
 3. The design and placement of the proposed fence shall be in substantial conformance with the plans as submitted and approved.
 4. Add the condition “Notwithstanding the attached exhibits, the applicant shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived.”

Very truly yours,



Wayne Zierner
Vice Chairman
Planning & Zoning Commission

1. The proposed signs shall be in substantial conformance with the plans as submitted.
2. The proposed signs shall comply with all other applicable requirements of the Oak Brook Sign Code (including sign illumination).
3. All other conditions of Ordinances S-1605, S-1529, S-1392 and S-914 shall remain in full force and effect.

ROLL CALL:

Ayes: 5 Vice Chairman Ziemer, Members Cappetta, Pontrelli, Nimry and Wilczak. Motion carried.

Absent: 4 - Chairman Iyer, Members Bulin, Hasan and DiBernardo

Vice Chairman Ziemer announced that the public hearing for this matter was concluded.

5.

C. 19 Mockingbird Lane – Fence Variation

19 Mockingbird Lane
Fence Variation

Director Von Drasek provided an overview of the petition.

Vice Chairman Ziemer announced that he was the HOA President of the Brook Forest Subdivision and did not see any conflict in participating in the discussion.

Anthony Pesek, the home owner of 19 Mockingbird Lane provided several PowerPoint slides and explained the desire to seek the fence variation due to safety concerns of his children because of the proximity to Ginger Creek. He said that he had discussions with HOA members and HOA's board members. He stated his adjacent neighbors were in support and that the HOA Board provided formal approval of the fence variation request.

Member Wilczak questioned the HOA approval conditions and was in support of them.

Vice Chairman Ziemer explained the conditions.

Members discussed options for more restrictive conditions than those provided by the HOA.

Member Cappetta asked if staff reviewed a letter from a doctor regarding the child's disability.

Mr. Pesek stated that staff and Vice Chairman Ziemer saw the letter.

Director Von Drasek confirmed that she saw the letter from a physician. She also confirmed that standards were received and provided in all of the casefiles for the petitions heard at the meeting.

Motioned by Member Wilczak, seconded by Member Nimry to recommend approval of the fence variation to a height of 5', subject to the following conditions (Village Attorney agreed to all conditions):

1. Meet the first two (2) HOA conditions:
 - If the accommodated party permanently moves out of the residence, the fence must be removed.
 - The fence must be removed prior to the transfer of the property to a third party.
2. Fully execute and Notarize application form - "An Act to Require Disclosure of all Beneficial Interests".
3. The design and placement of the proposed fence shall be in substantial conformance with the plans as submitted and approved.
4. 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: 5 – Vice Chairman Ziemer, Members Cappetta, Pontrelli, Nimry and Wilczak. Motion carried.

Absent: 4 - Chairman Iyer, Members Bulin, Hasan and DiBernardo

Vice Chairman Ziemer announced that the public hearing for this matter was concluded.

OTHER BUSINESS

OTHER BUSINESS

6.

Director Von Drasek discussed future applications and asked members to consider a Special meeting on December 18th.

7.

PUBLIC COMMENT

PUBLIC COMMENT

8.

ADJOURNMENT:

ADJOURNMENT

Motion by Member Nimry, seconded by Member Wilczak to adjourn the meeting at 7:20PM. VOICE VOTE: Motion carried.

ATTEST:

/s/ Rebecca Von Drasek

Rebecca Von Drasek

Director of Development Services

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

STAFF REPORT

DATE: October 24, 2024

CASE NOS: 2024-17-ZO-VAR

DESCRIPTION: Variation – To Section 13-3-17.B.2 to permit a fence height of 60 inches, which exceeds the maximum 42 inches allowed.

PETITIONERS: Anthony Pesek
19 Mockingbird Lane
Oak Brook, IL 60523

ADDRESS: 19 Mockingbird Lane, Brook Forest Subdivision

EXISTING ZONING: R-3, Single-Family Detached Residence District

ZONING/USE OF SURROUNDING PROPERTY:

North: R-3 Single-Family Detached Residence District, Single-family homes in the Brook Forest Subdivision

South: Same.

East: R-4

West: R-3

DISCUSSION:

Anthony Pesek, owner of the home located at 19 Mockingbird Lane has submitted a petition seeking approval of a variation to allow 5' high fence on the property.

In particular, the applicant is seeking variation to the following section of the Fence Regulations:

- *Section: 13-3-17. B.2 Solid fences shall be a maximum height of twenty four inches (24") and be constructed of wood, stone, brick or other masonry material. All nonsolid fences shall be a maximum height of forty two inches (42") and shall be constructed of wood, stone, brick, wrought iron, aluminum or synthetic materials that are molded and give the appearance of wood, stone, brick or wrought iron.*

Please see the case file for additional information regarding this request.

Staff Comments:

1. The owner contacted staff in March 2023 regarding seeking variation to increase the height of the fence to 5'.

2. The most recent residential fence height variation requests include two requests in Forest Glen in 2011 for safety fencing to protect children. The Zoning Board of Appeals and Village Board approved the two Forest Glen requests for fence height variations with conditions. The fences were for a 48-inch (15 Glenoble, S-1315) and 60-inch fence (610 Lakewood, S-1316); both were approved with a requirement to record a restrictive covenant. The covenants were regarding the need to reduce the fence height or remove the fence if the property were to transfer ownership.
3. Following the Forest Glen requests, staff proposed a revision to the Village Zoning Ordinance to increase the allowable height to 48-inches rather than 42-inches. In 2014, the current fence regulations were adopted; and the 42-inch requirement was retained. In 2022, The Village approved multiple revisions to the fence regulations which allow five-foot fences within Timber Trails. In 2024, the Village denied parts of the Briarwood HOAs fence Variation requests.
4. Staff has received Brook Forest Homeowners Association (HOA) approval with comments on the requested variation (see case file). The HOA has requested the homeowner not enclose the public utility easements and to move the west side front elevation of the fence to be in line with the rear of the home/east side front elevation.

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

RESPONSIBILITIES OF HEARING BODIES:

The Planning & Zoning Commissions has the responsibility to make a recommendation on a request for a variation. Please include in your consideration, your findings with respect to the standards specified in the Zoning Ordinance for a variation. 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.
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.”

The materials submitted by the applicant specifically address these standards.

CONCLUSION:

If the Planning & Zoning Commission is of the opinion that the applicant has satisfied the requirements for a variation to Section 13-3-17.B.2. of the Zoning Ordinance for the property located at 19 Mockingbird Lane, a recommendation would be in order to approve the request subject to reasonable conditions.

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.

Respectfully Submitted,



Rama Raman
Village Planner

NOTICE IS HEREBY GIVEN that a public hearing before the Planning & Zoning Commission of the Village of Oak Brook, DuPage and Cook Counties, Illinois, will be held on Wednesday, November 6, 2024 at 6:30 p.m. for the purpose of considering the application from the petitioner, Anthony Pesek. The applicant is seeking variations as provided for under Title 13 of the Zoning Ordinance of the Village of Oak Brook, Illinois, Ordinance G-60 as amended.

The petitioner is seeking the approval of a variation to allow for the construction and installation of a five-foot (5') high fence on the property at 19 Mockingbird Lane.

The property may be generally described as 19 Mockingbird Lane, Oak Brook, IL, with the PIN as follows:
PIN: 06-27-302-009

The petitioner's application including all supporting documents is on file with the Development Services Department. Persons wishing to examine the application documents may arrange to do so with the Development Services Department, Village of Oak Brook, 1200 Oak Brook Road, Oak Brook, IL 60523, telephone 630-368-5106.

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

Netasha Scarpiniti, Village Clerk
Published at the direction of the Corporate Authorities and the Planning & Zoning Commission of the Village of Oak Brook, DuPage and Cook Counties, Illinois.
Published in Daily Herald Oct. 16, 2024 (264752)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Northwest Suburbs Daily Herald

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

I further certify that the **Northwest Suburbs DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 10/16/2024 in said **Northwest Suburbs DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY *Danula Baltz*
Designee of the Publisher of the Daily Herald

Control # 264752





VILLAGE OF
OAK BROOK
Illinois

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

October 15, 2024

Dear Resident:

The Oak Brook Planning & Zoning Commission and the Village Board will be considering a variation to the Zoning Regulations.

MEETING DATE AND INFORMATION:

Planning & Zoning Commission* 6:30 p.m., Wednesday, November 6, 2024

Board of Trustees Meeting 7:00 p.m., Tuesday, November 26, 2024***

*Public Hearing Body – Variation

*** Pending P&Z

The application has been filed by:	Anthony Pesek 19 Mockingbird Lane Oak Brook, IL 60523
The property in question is located at:	19 Mockingbird Lane Oak Brook, IL 60523
Relationship of applicant to property:	Owner

The petitioner is requesting a variation to install a fence with a maximum height of five-feet (5') around the backyard property line at 19 Mockingbird Lane, Brook Forest Subdivision.

For more detailed information of the request, please contact the Development Services Department at 630-368-5103 between 8 AM-4 PM, Monday through Friday, except for holidays.

Sincerely,

Rebecca Von Drasek
Development Services Director
RV/cc

GIS Consortium | 19 Mockingbird Lane



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

The Village of Oak Brook, in compliance with the Americans with Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting facilities, contact the Village ADA Coordinator at 630-368-5010 as soon as possible before the meeting date.

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



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
October 08, 2024

SUBJECT: Referral – 19 Mockingbird Lane – Fence Variation

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to refer the request for a fence variation for 19 Mockingbird Lane to the Planning & Zoning Commission for a public hearing and recommendation.

Background/History:

Anthony and Jacklyn Pesek have submitted a zoning variation request for the installation of a five foot (5') high fence for a residential lot at 19 Mockingbird Lane, Brook Forest Subdivision. The property is zoned R-3 Single-Family Residential.

The homeowner is requesting a zoning variation to Sections 13-3-17.B.2 of the Zoning Code to permit and allow a fence variation to install a five foot (5') fence. The other specific installation details are all in technical compliance with the Oak Brook zoning code.

Several additional documents have been included with this referral to provide the Village Board with more detailed and specific information related to the request. This additional application material is provided below for reference purposes.

1. Cover letter and petition for public hearing;
2. Proposed Site Plan and fence details; and
3. Property location map

Recommendation:

Staff recommends that the Village Board refer the Fence Variation to the Planning & Zoning Commission (P&Z) for public hearing, review and recommendation.

13-3-17: FENCE REGULATIONS:

B. The following regulations shall apply to all fences other than fence type structures:

2. Solid fences shall be a maximum height of twenty four inches (24") and be constructed of wood, stone, brick or other masonry material. All nonsolid fences shall be a maximum height of forty two inches (42") and shall be constructed of wood, stone, brick, wrought iron, aluminum or synthetic materials that are molded and give the appearance of wood, stone, brick or wrought iron.



VILLAGE OF OAK BROOK

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

PETITION APPLICATION for PUBLIC HEARING

ZONING ORDINANCE:

☐ APPEAL (\$300)

☒ VARIATION (\$750)

☐ AMENDMENT (\$750)

☐ SPECIAL USE (\$750)

☐ CERTIFICATE OF APPROPRIATENESS (\$500)

STORMWATER: ☐ VARIATION (\$750)

PUBLIC HEARING SIGNS (\$50- each lot frontage) ☐ - Enter Number of Street Frontages/Per Parcel

APPLICANT TO COMPLETE

NOTE: ALL APPLICATIONS ARE TO BE RECEIVED BY THE DIRECTOR OF DEVELOPMENT SERVICES
AND AFTER AN INITIAL REVIEW WILL BE FILED WITH THE VILLAGE CLERK.

LOCATION OF

SUBJECT PROPERTY 19 Mockingbird Lane PERMANENT PARCEL NO* 06-27-302-009

LOT NO. _____ SUBDIVISION Brook Forest LEGAL ADDRESS* _____

ZONING DISTRICT R-3 ZONING ORDINANCE SECTION 133-17.B.2 ACTION REQUESTED _____

install 5' fence

PROPERTY INTEREST OF APPLICANT: OWNER ☒ CONTRACT PURCHASER ☐ AGENT ☐

OWNER(S) OF RECORD Anthony + Jacklyn Pesek PHONE (708) 277-3389

ADDRESS 19 Mockingbird Lane CITY Oak Brook STATE IL ZIP 60523

BENEFICIARY(IES) OF TRUST _____ PHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

NAME OF APPLICANT (and Billing Information) Anthony Pesek PHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

Contact Name and E-mail Address(s) anthony.pesek@gmail.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.

Anthony E Pesek 9/18/24 Anthony E Pesek 9/18/24
Signature of Owner Date Signature of Applicant Date

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

Date Filed 9/20/24 Fee Paid \$ 800.00 Receipt No. 751135 Received By CC

Board of Trustees (Referral) 10/8/24 Notice Published 10/16/24 Newspaper Daily Herald Adj. Property Owners Notified 10/16/24

PUBLIC HEARING DATES: Planning & Zoning Commission 11/6/24

Board of Trustees 11/26/24

Board of Trustees
(Approval of Ordinance)

SIGNED - VILLAGE CLERK Petashan Starpink Date 9/24/24

Anthony & Jackie Pesek
19 Mockingbird Lane
Oak Brook, IL 60523

September 18th, 2024

Village of Oak Brook
Development Services
1200 Oak Brook Road
Oak Brook, IL 60523

To Whom It May Concern:

We have been residents of the Village of Oak Brook since August of 2016. We love our community of Oak Brook and are so proud to raise all three of our children here. In June of 2023, we purchased a home in the Brook Forest Community. A major part of our decision to move was to join the highly rated Oak Brook District 53 Schools for our children.

We are coming before the Village of Oak Brook to request a reasonable accommodation in support of our child's disability so they can safely enjoy their yard. Our child is diagnosed with a developmental disability. Under the Fair Housing Act, they qualify for FHA disability protections. We are requesting the Village of Oak Brook provide a reasonable accommodation to allow the installation of a 5' foot fence around our backyard property line. The fence will comply with all other village requirements related to transparency, material, color, etc. The current village code of 3.5' feet is simply not sufficient given our child's size, height, and climbing abilities. In addition, our property backs up to Ginger Creek and we need to provide extra protection given the body of water. For this reason, we are requesting a 5' foot fence height which is aligned with the Village of Oak Brook code for a swimming pool fence.

We appreciate your consideration of this accommodation. As parents, our main goal is to keep our child safe, while allowing them the enjoyment of outdoor activities at their home.

Sincerely,

Anthony Pesek & Jackie Pesek



Community Association
c/o Oak & Dale Properties, Inc.
P. O. Box 1255, Westmont, IL 60559-9998
PH: (630) 323-8810 Fax: (630) 323-8910

July 22, 2024

Mr. and Mrs. Anthony Pesek
19 Mockingbird Lane
Oak Brook, Illinois 60623

**Re: Brook Forest Community Association Fence Install Accommodation
Lot No. 9 – 19 Mockingbird Lane**

Dear Mr. and Mrs. Pesek,

The Brook Forest Board of Directors has received and reviewed the enclosed documents which constitute your request for accommodation/modification of installation of a fence around a portion of your property at 19 Mockingbird Lane.

Please be advised that the Board of Directors grants your request for accommodation/modification as stated and described in the included request documents dated May 30, 2024, so long as the accommodation is needed based on the representation of the Certification with the following stipulations:

- *If the accommodated party permanently moves out of the residence, the fence must be removed.*
- *The fence must be removed prior to the transfer of the property to a third party.*
- *If any of the above events take place and the fence is still on the property you will remove the fence and restore the property to it's original condition, unless at the time of transfer, the Association's community instruments allow for fences or Illinois or Federal Law do not require the removal, even though the accommodation will expire at the time of transfer of property, at the latest.*
- *In addition, the Board of Directors requests that you do not enclose the public utility easements on the Lot, if any, with the fence. Additionally, the Board is requesting that the West side front elevation of the proposed fence be moved to be more in line with the rear of the home/East side front elevation. Please note that this request is not a condition of the Board of Directors' approval of the accommodation/modification.*
- *Should the work deviate from the approved plans, after construction has begun, you agree to submit new plans to the Brook Forest Board of Directors for review and approval.*

Request Dated: 5/30/24

Physician: [REDACTED]

Contractor: Illinois Fence Co.



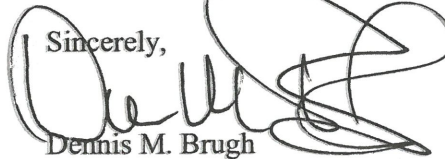
During the construction, please make every attempt to keep the site and streets clean. Your neighbors will greatly appreciate your effort.

The Committee cautions the owner to submit and adhere to all Village of Oak Brook Building Codes

Please make all subcontractors aware of the **Brook Forest Architectural Review Guidelines**

In its review of architectural plans, the primary concern of the Committee relates to aesthetic factors, and the presentation of the same. The Committee does not specifically concern itself with the actual or intended use of any space within the residential structure, nor does it make any judgement as to conformity of any such plans with any applicable provision of Local, State or Federal law. Any approval granted by the Committee pertains only to the aesthetic factors reviewed and does not convey or imply any degree or approval other than the authority of the Committee directly delegated by the Brook Forest Declaration of Protective Covenants.

Please feel free to contact me, should you have any questions (630-323-8810).

Sincerely,

Dennis M. Brugh
for and on behalf of the
Brook Forest Board of Directors

cc: Architectural Committee
Lot File 19

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:

N/A

1. b. The plight of the owner is due to unique circumstances.

RESPONSE: Our child has been diagnosed with a developmental disability that does affect their activity level, focus, and impulse-control.

1. c. The variation, if granted, will not alter the essential character of the locality.

RESPONSE:

We have approval from the homeowners association regarding the need for and look of the fence.

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:

Ginger Creek resides directly behind our home. As the Village requires pools to have a fence, we are trying to implement the same level of safety for our child.

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 reason for our petition is for the protection of our child and to provide them with safe opportunities to play outdoors.

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 fence would be on our personal property. For this reason, it would not pose a detriment to other homeowners or their property.

2. d. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood.

RESPONSE:

The fence design and material would comply with all village requirements related to transparency, material, color, and overall look.

2. e. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property.

RESPONSE:

Our agreement with the Brook Forest Community Association requires us to remove the fence prior to the transfer 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

Our only interest is the safety and protection of our child.

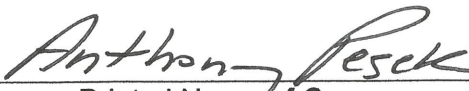
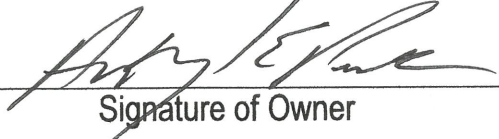
Certification Surrounding Property Owners

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

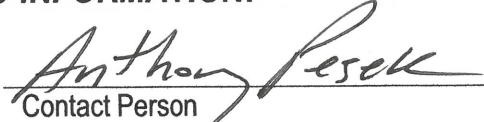
Said names and addresses are as recorded in the office of the County Recorder of Deeds (or the Registrar of Titles of the County) and as appear from the authentic tax records of this County. The property owners as listed have been obtained from within 30 days of the filing of this application.

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

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

 _____ Printed Name of Owner	 _____ Printed Name of Applicant
 _____ Signature of Owner	 _____ Signature of Applicant
9/18/24 _____ Date	9/18/24 _____ Date

BILL TO INFORMATION:

 _____ Print Name/Company	 _____ Contact Person	(708) 277-3389 _____ Contact Phone
19 Mockingbird _____ Address To be Billed	Korn Oak Brook IL 60523 _____ Alternate Phone	

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

NAMES OF SURROUNDING PROPERTY OWNERS

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

Note: The people on this list will be notified by mail with the information about your request and the meeting schedule.

NAME OF PROPERTY OWNER	MAILING ADDRESS OF PROPERTY OWNER	PROPERTY ADDRESS	PARCEL NUMBER
T + F Zandvakili	11 Camelot Drive	11 Camelot Drive	0627302010
Nirav + Deepa Jain	15 Camelot Drive	15 Camelot Drive	0627302019
Michael + Bethany Fur	17 Mockingbird Lane	17 Mockingbird Lane	0627302008
Stanley Stevens	16 Mockingbird Lane	16 Mockingbird Lane	0627306001
Seratin Ilgan	2800 Peaceful Grove Las Vegas NV 89135	9 Camelot Drive	0627306010
Ricky Raisiniani	10 Camelot Drive	10 Camelot Drive	0627401001
Omprakash Sawlani	22 Mockingbird Lane	22 Mockingbird Lane	0627402001
George Pollack	17 Camelot Drive	17 Camelot Drive	0627302016
Nabil + Faye El-Baz	15 Mockingbird Lane	15 Mockingbird Lane	0627302007
LaVerne Strehl	PO Box 4896 Oak Brook IL 60522	24 Ivy Lane	0627306002
Cara Parrillo	2 Transam Plaza Dr No 250 Oak Brook Terr IL 60181	7 Camelot Drive	0627306011
Nasir Iqbal	25 Ivy Lane	25 Ivy Lane	0627303006
Samuel Schuppe	16 Camelot Drive	16 Camelot Drive	0627401020

(Attach additional sheets if necessary)

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

- See Survey Page 2**

COMPLIANCE WITH
"AN ACT TO REQUIRE DISCLOSURE OF ALL BENEFICIAL INTERESTS"

765 ILCS 405/1, ET AL (1993)

NAME OF TRUSTEE: Chicago Title Land Trust

PPN #: 0627302009

PROPERTY ADDRESS: 19 Mockingbird Lane

NAME & ADDRESS OF BENEFICIARIES:

1. Anthony Perok
2. Jaclyn Perok
3. _____

The above and foregoing is a complete disclosure of all beneficiaries and/or holders of any beneficial interest in the above named trust.

STATE OF ILLINOIS)

) SS

COUNTY OF DUPAGE)

_____ Being first sworn on oath deposes and states that he/she has read the above and foregoing disclosure of beneficiaries of a land trust by him/her subscribed, knows the contents thereof and that the same are true and correct.

Signature

Subscribed and sworn to before me this _____ day

of _____, 20____.

(SEAL)

Notary Public

Please Deposit Check in: Zoning Account 10-4302

For:

Pesek - Fence VAR

NOTE: 1 check(s) - Total \$ **800**

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

MISCELLANEOUS PAYMENT RECPT#: 751135
DATE: 09/24/24 TIME: 13:08:50
CLERK: pstone DEPT:
CUSTOMER#:

COMMENT: ZONING ACCOUNT

REVENUE:		
1 10	43020	800.00
ZONING/SUBDIV APPLICATION		
ZONING/SUBDIVISION		
CASH:		
99	1105	800.00
CASH -PLD		

AMOUNT PAID: 800.00

PAID BY: PESEK - FENCE VAR
PAYMENT METH: CHECK
154

REFERENCE: PESEK - FENC

AMT TENDERED: 800.00
AMT APPLIED: 800.00
CHANGE: .00



ILLINOIS FENCE COMPANY

Vinyl • Aluminum • Wood • Chainlink

Main Office
Call or Text (708) 316-9740

15255 S 94th Ave 5th Floor

Orland Park, IL 60462

info@illinoisfencecompany.com

illinoisfencecompany.com

Carmen. 224 595 8309

Name Anthony Pesek

Phone 708 277 3389

Date 4/20/24

Address 19 Mockingbird Ln

City Oak Brook

Zip Code 60523

Email Anthony.Pesek@Cmaicm

Sub

Target Date

Warranty

Fence Layout

Total: 409'6"

5 years Labor

Lifetime Material

Anti-heave Posts

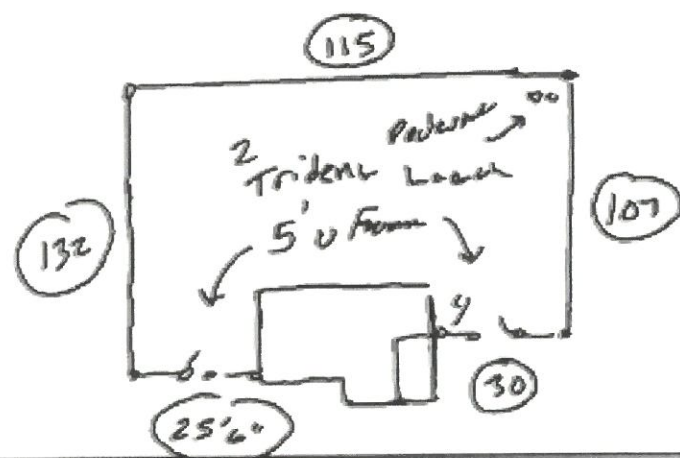
Aluminum Shingles

Fence Description

- Height: ☐ 4' ☒ 6' ☐ 6'
- Product: ☐ Vinyl ☐ Cedar
- ☒ Aluminum ☐ Chain-Link
- Style: ☐ Solid Privacy ☐ Semi-Privacy
- ☐ Space Picket ☐ Shadow Box
- ☐ Spindle Top ☐ Board & Batten
- Name: ☐ Classic ☐ Traditional
- ☐ Chicago ☐ Dog Ear St. Top
- ☐ Wilmington ☐ Arch
- Color: ☐ Blue Ridge ☐ Scallop
- ☐ White ☐ Bronze
- ☐ Almond ☒ Black
- ☐ Khaki ☐ Galvanized
- Frame: ☐ 2 Frames ☒ 3 Frames
- Square: ☐ Middle ☐ Raised Middle
- ☐ 2 1/4 Style ☐ 1 1/4 Style
- ☐ 2x7 Deco ☐ 2x4 Square
- ☐ 2x6 ☒ 1x1
- ☐ Toe ☐ Face ☒ Fitted
- Trim: ☐ Top Face ☐ Top Shelf
- Board: ☐ 1x3 ☐ 1x4 ☒ 5/8x5/8
- ☐ 1x5 ☐ 1x6 ☐ Tongue & Groove
- Board Top: ☐ Dog Ear ☐ Spade ☐ Flat
- Post: ☒ 2x2 ☐ 4x4 ☐ 5x5
- Post Top: ☒ Pyramid ☐ New England
- ☐ Gothic ☐ Flat Top
- Post Set: ☒ Concrete ☐ Gravel
- Dirt Removal: ☒ Yes ☐ No
- Fence Removal: ☐ Yes ☒ No



Flush Bottom



4' Steel \$22,830.00

4' 15,000

Total \$ 15,800

Deposit ☐ Check ☐ Card

Deposit \$

Balance ☐ Check ☐ Card

Balance \$

- ☐ Homeowner obtains fence Permit/HOA approval ☐ Text or email clear Plat of Survey & Permit
- ☐ IFC will contact JULIE & Set up post hole inspection ☐ Homeowner will clear fence lines of trees, bushes, etc.

The Customer understands that the fence will follow the existing grade or contours of the ground unless otherwise specified in this contract. Proposed scheduled installation dates are target dates and are subject to change due to weather conditions. The final balance is due upon completion of the fence installation. When the customer signs this contract or by providing the deposit, they agree to the Terms & Conditions, that the prices, specifications, and conditions are acceptable terms. Their signature also represents that they are the owner of the property or the authorized agent of the owner. The contract becomes effective upon the signature of the professional or by providing down payment.

Customer Signature

Date

Company Rep

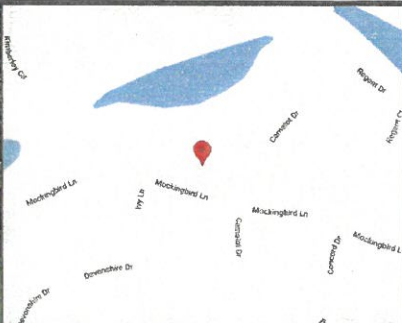
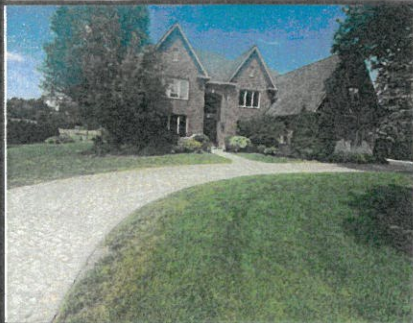
[Signature]





FOURNIER
LAW FIRM

www.fournierlawfirmllc.com | 630-792-1000 | info@fournierlawfirmllc.com



PROPERTY ADDRESS:
19 MOCKINGBIRD LANE, OAK BROOK, ILLINOIS 60523

SURVEY NUMBER: IL2305.4138

DATE SIGNED: 05/23/23

FIELD WORK DATE: 5/22/2023

REVISION DATE(S):
(REV.1 5/23/2023)

POINTS OF INTEREST
NONE VISIBLE

STATE OF ILLINOIS } SS
COUNTY OF LASALLE }

THIS IS TO CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO
THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY
SURVEY. GIVEN UNDER MY HAND AND SEAL THIS DATE HEREON.



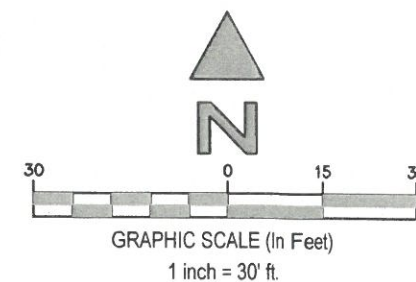
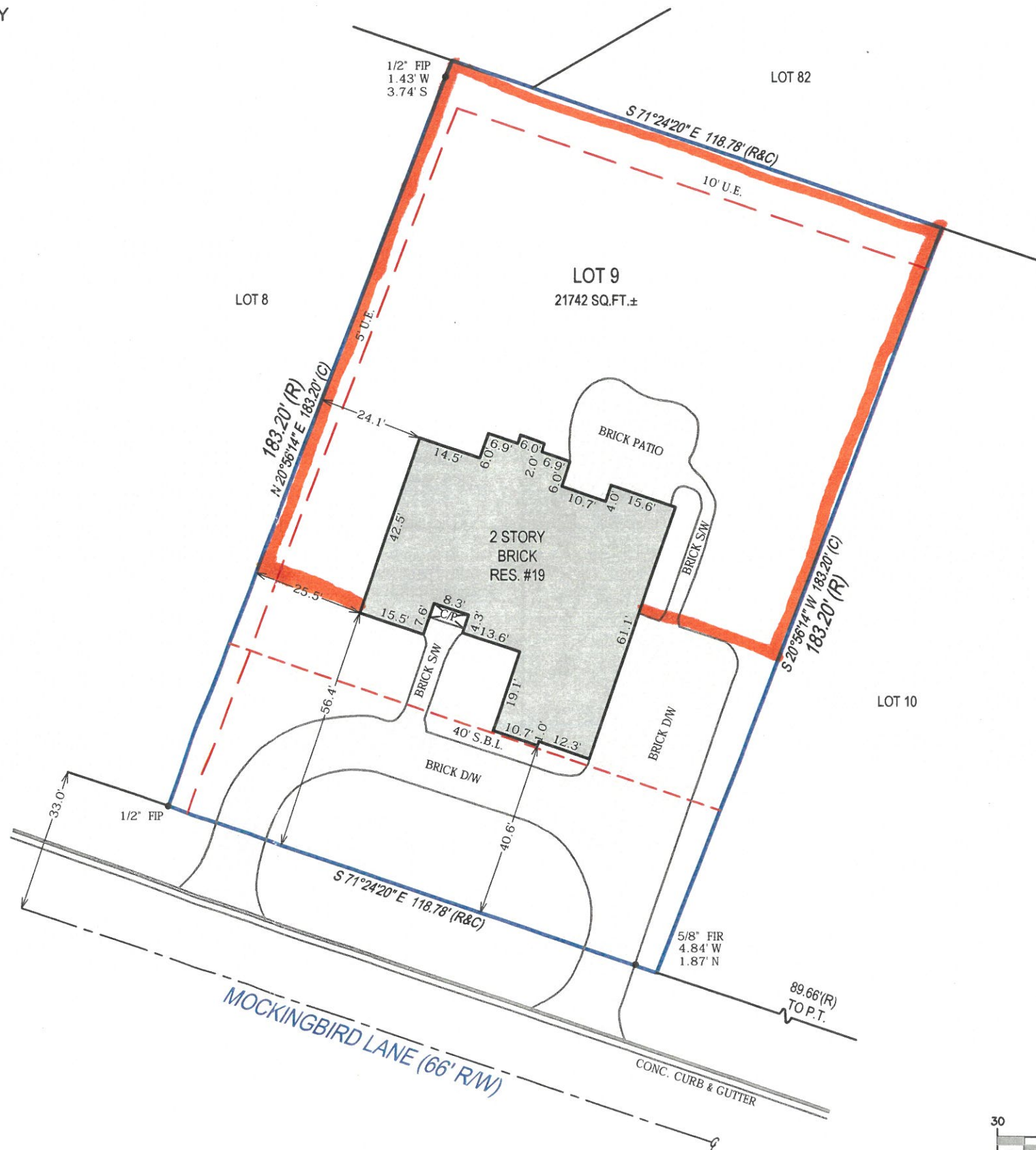
ILLINOIS PROFESSIONAL LAND SURVEYOR No. 2971
LICENSE EXPIRES 11/30/2024
EXACTA LAND SURVEYORS, LLC
PROFESSIONAL DESIGN FIRM 184008059-0008



Exacta Land Surveyors, LLC
PLS# 184008059
o: 773.305.4011
316 East Jackson Street | Morris, IL 60450



IL2305.4138
BOUNDARY SURVEY
DUPAGE COUNTY



I-1

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION
PAGE 1 OF 2 - NOT VALID WITHOUT ALL PAGES

PROPERTY ADDRESS:

19 MOCKINGBIRD LANE, OAK BROOK, ILLINOIS 60523

SURVEY NUMBER:

IL2305.4138

CERTIFIED TO:

ANTHONY & JACKLYN PESEK; CHICAGO TITLE; CHASE

DATE OF SURVEY:

05/23/23

BUYER:

ANTHONY & JACKLYN PESEK

LENDER:

CHASE

TITLE COMPANY:

CHICAGO TITLE

COMMITMENT DATE:

NOT REVIEWED

CLIENT FILE NO:

3835

LEGAL DESCRIPTION:

LOT 9 IN BROOK FOREST, A SUBDIVISION IN THE SOUTHEAST 1/4 AND IN THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 1965 AS DOCUMENT R65-27092, AND CERTIFICATE OF CORRECTION FILED SEPTEMBER 24, 1965 AS DOCUMENT R65-37405, IN DUPAGE COUNTY, ILLINOIS.

FLOOD ZONE INFORMATION:

- GENERAL SURVEYORS NOTES:
1. The Legal Description used to perform this survey was supplied by others. This survey does not determine nor imply ownership of the lands or any fences shown hereon. Unless otherwise noted, an examination of the abstract of title was NOT performed by the signing surveyor to determine which instruments, if any, are affecting this property.

2. The purpose of this survey is to establish the boundary of the lands described by the legal description provided and to depict the visible improvements thereon for a pending financial transaction. Underground footings, utilities, or other service lines, including roof eave overhangs were not located as part of this survey. Unless specifically stated otherwise the purpose and intent of this survey is not for any construction activities or future planning.

3. If there is a septic tank or drain field shown on this survey, the location depicted hereon was either shown to the surveyor by a third party or it was estimated by visual above ground inspection. No excavation was performed to determine its location.

4. This survey is exclusively for a pending financial transaction and only to be used by the parties to whom it is certified.

5. Alterations to this survey map and report by other than the signing surveyor are prohibited.

6. Dimensions are in feet and decimals thereof.

7. Any FEMA flood zone data contained on this survey is for informational purposes only. Research to obtain said data was performed at www.fema.gov and may not reflect the most recent information.

8. Unless otherwise noted "SIR" indicates a set iron rebar, 5/8 inch in diameter and twenty-four inches long.

9. The symbols reflected in the legend and on this survey may have been enlarged or reduced for clarity. The symbols have been plotted at the approximate center of the field location and may not represent the actual shape or size of the feature.

10. Points of Interest (POI's) are select above-ground improvements, which may appear in conflict with boundary, building setback or easement lines, as defined by the parameters of this survey. These POI's may not represent all items of interest to the viewer. There may be additional POI's which are not shown or called-out as POI's, or which are otherwise unknown to the surveyor.

11. Utilities shown on the subject property may or may not indicate the existence of recorded or unrecorded utility easements.

12. The information contained on this survey has been performed exclusively by and is the sole responsibility of Exacta Land Surveyors, LLC. Additional logos or references to third party firms are for informational purposes only.

13. Due to varying construction standards, building dimensions are approximate and are not intended to be used for new construction or planning.

14. Surveyor bearings are used for angular reference and are used to show angular relationships of lines only and are not related or orientated to true or magnetic north. Bearings are shown as surveyor bearings, and when shown as matching those on the subdivision plats on which this survey is based, they are to be deemed no more accurate as the determination of a north orientation made on and for those original subdivision plats. North 00 degrees East is assumed and upon preparation of this plat, the resulting bearing between found points as shown on this survey is the basis of said surveyor bearings as defined and required to be noted by Illinois Administrative Code Title 68, Chapter VII, Sub-Chapter B, Part 1270, Section 1270.56, Paragraph B, Sub-Paragraph 6, Item k.

15. THIS SURVEY IS A PROFESSIONAL SERVICE IN COMPLIANCE WITH THE MINIMUM STANDARDS OF THE STATE OF ILLINOIS. NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. PLEASE REFER ALSO TO YOUR DEED, TITLE POLICY AND LOCAL ORDINANCES. COPYRIGHT BY EXACTA ILLINOIS SURVEYORS. THIS DOCUMENT MAY ONLY BE USED BY THE PARTIES TO WHICH IT IS CERTIFIED. PLEASE DIRECT QUESTIONS OR COMMENTS TO EXACTA ILLINOIS SURVEYORS, INC. AT THE PHONE NUMBER SHOWN HEREON.

SURVEYORS LEGEND:

LINETYPES	ABBREVIATIONS	FIP - Found Iron Pipe	Surveyor
Boundary Line	(C) - Calculated	FIPC - Found Iron Pipe & Cap	PLT - Planter
Center Line	(D) - Deed	FIR - Found Iron Rod	POB - Point of Beginning
Chain Link or Wire Fence	(F) - Field	FIRC - Found Iron Rod & Cap	POC - Point of Commencement
Easement	(M) - Measured	FN - Found Nail	PRC - Point of Reverse Curvature
Edge of Water	(P) - Plat	FN&D - Found Nail & Disc	PRM - Permanent Reference Monument
Iron Fence	(R) - Record	FRRSPK - Found Rail Road Spike	PSM - Professional Surveyor & Mapper
Overhead Lines	(S) - Survey	GAR - Garage	PT - Point of Tangency
Structure	A/C - Air Conditioning	GM - Gas Meter	PUE - Public Utility Easement
Survey Tie Line	AE - Access Easement	ID - Identification	R - Radius or Radial
Vinyl Fence	ANE - Anchor Easement	IE/EE - Ingress/Egress Easement	R/W - Right of Way
Wall or Party Wall	ASBL - Accessory Setback Line	ILL - Illegible	RES - Residential
Wood Fence	B/W - Bay/Box Window	INST - Instrument	RGE - Range
SURFACE TYPES	BC - Block Corner	INT - Intersection	ROE - Roof Overhang Easement
Asphalt	BFP - Backflow Preventer	IRRE - Irrigation Easement	RP - Radius Point
Brick or Tile	BLDG - Building	L - Length	S/W - Sidewalk
Concrete	BLK - Block	LAE - Limited Access Easement	SBL - Setback Line
Covered Area	BM - Benchmark	LB# - License No. (Business)	SCL - Survey Closure Line
Water	BR - Bearing Reference	LBE - Limited Buffer Easement	SCR - Screen
Wood	BRL - Building Restriction Line	LE - Landscape Easement	SEC - Section
SYMBOLS	BSMT - Basement	LME - Lake/Landscape Maintenance Easement	SEP - Septic Tank
Benchmark	C - Curve	LS# - License No. (Surveyor)	SEW - Sewer
Center Line	C/L - Center Line	MB - Map Book	SIRC - Set Iron Rod & Cap
Central Angle or Delta	C/P - Covered Porch	ME - Maintenance Easement	SMWE - Storm Water Management Easement
Common Ownership	C/S - Concrete Slab	MES - Mitered End Section	SN&D - Set Nail and Disc
Control Point	CATV - Cable TV Riser	MF - Metal Fence	SQFT - Square Feet
Catch Basin	CB - Concrete Block	MH - Manhole	STL - Survey Tie Line
Elevation	CH - Chord Bearing	MHWL - Mean High Water Line	STY - Story
Fire Hydrant	CHIM - Chimney	NR - Non-Radial	SV - Sewer Valve
Find or Set Monument	CLF - Chain Link Fence	NTS - Not to Scale	SWE - Sidewalk Easement
Guywire or Anchor	CME - Canal Maintenance Easement	NAVD88 - North American Vertical Datum 1988	TBM - Temporary Bench Mark
Manhole	CO - Clean Out	NGVD29 - National Geodetic Vertical Datum 1929	TEL - Telephone Facilities
Tree	COR - Corner	OG - On Ground	TOB - Top of Bank
Utility or Light Pole	CS/W - Concrete Sidewalk	ORB - Official Records Book	TUE - Technological Utility Easement
Well	CUE - Control Utility Easement	ORV - Official Record Volume	TWP - Township
	CVG - Concrete Valley Gutter	O/A - Overall	TX - Transformer
	D/W - Driveway	O/S - Offset	TYP - Typical
	DE - Drainage Easement	OFF - Outside Subject Property	UE - Utility Easement
	DF - Drain Field	OH - Overhang	UG - Underground
	DH - Drill Hole	OHL - Overhead Utility Lines	UP - Utility Pole
	DUE - Drainage & Utility Easement	OHWL - Ordinary High Water Line	UR - Utility Riser
	ELEV - Elevation	ON - Inside Subject Property	VF - Vinyl Fence
	EM - Electric Meter	P/E - Pool Equipment	W/C - Witness Corner
	ENCL - Enclosure	PB - Plat Book	W/F - Water Filter
	ENT - Entrance	PC - Point of Curvature	WF - Wood Fence
	EOP - Edge of Pavement	PCC - Point of Compound Curvature	WM - Water Meter/Valve Box
	EOW - Edge of Water	PCP - Permanent Control Point	WV - Water valve
	ESMT - Easement	PI - Point of Intersection	
	EUB - Electric Utility Box	PLS - Professional Land	
	F/DH - Found Drill Hole		
	FCM - Found Concrete Monument		
	FF - Finished Floor		

JOB SPECIFIC SURVEYOR NOTES:

Exacta Land Surveyors, LLC

PLS# 184008059

o: 773.305.4011

316 East Jackson Street | Morris, IL 60450

SEE PAGE 1 OF 2 FOR MAP OF PROPERTY

PAGE 2 OF 2 - NOT VALID WITHOUT ALL PAGES



ITEM 10.A.10.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
December 10, 2024

SUBJECT: 3824 York Road - Certificate of Appropriateness

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board concur with the recommendation from the Planning & Zoning Commission (P&Z) to approve the applicant's request for a Certificate of Appropriateness (COA) in the Historic Graue Mill Gateway Area in order to modify the existing monument and building wall signs at 3824 York Road, subject to the following conditions:

1. The proposed signs shall be in substantial conformance with the plans as submitted;
2. The proposed signs shall comply with all other applicable requirements of the Oak Brook Sign Code (including sign illumination); and
3. All other conditions of Ordinances S-1605, S-1529, S-1392 and S-914 will remain in full force and effect; and
4. Adoption of attached Ordinance S-1716

Background/History:

The applicant, Millennium Bank, submitted an application requesting approval of a building permit and an amendment to an existing Certificate of Appropriateness in the Historic Graue Mill Gateway Area in order to modify the existing monument and building wall sign(s). No other exterior changes or modifications to the building or site are being requested.

In 2020, Oak Brook Bank & Trust received an amendment to the COA to increase the building wall sign from twenty-six (26) to twenty-seven (27) square feet with a same-for-same replacement of the monument sign tenant panels. The tenant logo for both the monument sign and building wall sign included grey, green, and orange earth-tone colors.

The current request by Millennium Bank has already replaced the tenant logo panel on the

monument sign. The monument sign's face has white and beige letters on a black background. The wall sign is black, white and beige and includes a raceway and illuminated channel letters as previous signs were designed. This proposal is consistent with and compatible with previous signs and the Gateway Development Plan criteria. The intent and purpose of which is to ensure that the “quality of the design, has a relationship to Graue Mill and the historical period”. The proposed wall sign also complies with the requirements of the Oak Brook Sign Code, with a total of 22.4 square feet.

The Planning & Zoning Commission held the required public hearing and after a thorough review of the request, by a vote of 5 to 0, an affirmative recommendation to approve the COA was moved, subject to the following conditions:

1. The proposed signs shall be in substantial conformance with the plans as submitted;
2. The proposed signs shall comply with all other applicable requirements of the Oak Brook Sign Code (including sign illumination); and
3. All other conditions of Ordinances S-1605, S-1529, S-1392 and S-914 will remain in full force and effect; and
4. Adoption of attached Ordinance S-1716.

Please note that staff did include a prepared Ordinance in this agenda packet for review and approval (if the Board deems appropriate). Staff has prepared this ordinance in advance in an effort to accommodate the petitioner due to fewer Board of Trustees meetings during the holidays.

The case file and the P&Z recommendation letter have been provided for review and reference purposes.

Recommendation:

Staff recommends that the Village Board concur with the recommendation from the Planning & Zoning Commission and Approve Ordinance S-1716, An Ordinance Amending Ordinance No. S-1392, S-1529, and S-1605, and Approving a Certificate of Appropriateness for the Property Located At 3824 York Road in the Village of Oak Brook, Illinois.

Attachments:

1. 2024-ZO-DP+CA-EX-S-1716
2. Exhibits for COA Millennium Bank

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE

NUMBER 2024-ZO-DP+CA-EX-S-1716

AN ORDINANCE
AMENDING ORDINANCE NO. S-1392, S-1529, AND S-1605,
AND APPROVING A CERTIFICATE OF APPROPRIATENESS
FOR THE PROPERTY LOCATED AT 3824 YORK ROAD IN THE
VILLAGE OF OAK BROOK, ILLINOIS

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

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

Village Board

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

ORDINANCE NO. 2024-ZO-DP+CA-EX-S-1716

AN ORDINANCE

AMENDING ORDINANCE NO. S-914, S-1392, S-1529, AND S-1605, AND APPROVING A
CERTIFICATE OF APPROPRIATENESS FOR THE PROPERTY LOCATED AT 3824 YORK ROAD IN
THE VILLAGE OF OAK BROOK, ILLINOIS

PINS: 06-36-308-029

WHEREAS, the Village of Oak Brook is a municipal corporation organized pursuant to the laws of the State of Illinois;

WHEREAS, Chicago Title Land & Trust Company is the owner as trustee, for the sole benefit of Alan Rocca under trust number 10384 ("**Owner**"), of that certain property located at 3824 York Road, Oak Brook, Illinois and legally described in **Exhibit A** attached hereto and incorporated herein ("**Property**");

WHEREAS, Millennium Bank is the lessee of the Property ("**Lessee**") located in the Historic Graue Mill Gateway Area ("**Historic Area**");

WHEREAS, Section 13-8-6 of the "Zoning Ordinance of the Village of Oak Brook," as amended ("**Zoning Regulations**"), prohibits the issuance of a building permit for the erection, construction, exterior alteration, or repair of any building or structure in the Historic Area except upon the issuance of a certificate of appropriateness by the President and Board of Trustees;

WHEREAS, on October 27, 1998, the President and Board of Trustees adopted Ordinance No. 98-SD-DP+CA-EX-S-914 ("**Ordinance S-914**"), issuing a Certificate of Appropriateness for the Property subject to certain conditions and restrictions, including, among others, that all land modifications, landscaping, and construction on the Property must be completed in substantial conformity with that certain Site Plan prepared by RA Mifflin Associates Architects with a latest revision date of September 30, 1998;

WHEREAS, the certificate of appropriateness granted by Ordinance S-914 approved the construction of the existing building and other related site improvements. As a part of those improvements, the certificate of appropriateness depicted a monument sign and building wall sign affixed to a raceway;

WHEREAS, on January 28, 2014, the President and Board of Trustees adopted Ordinance No. 2014-ZO-DP+CA-EX-S-1392 ("**Ordinance S-1392**"), granting an amendment to the existing Certificate of Appropriateness for the Property subject to certain conditions and restrictions, including, among others, that all land modifications, landscaping, and construction on the Property must be completed in substantial conformity with that certain Site Plan prepared by Icon Companies with a latest revision date of January 21, 2014;

WHEREAS, the amendment granted by Ordinance S-1392 approved a new monument sign that was increased from a height of five feet (5') to eight feet (8') and replacement of the then-current tenant's logo color to remain consistent with that tenant's corporate brand;

WHEREAS, on April 10, 2018, the President and Board of Trustees adopted Ordinance No. 2018-ZO-DP+CA-EX-S-1529 ("**Ordinance S-1529**"), granting an amendment to the existing Certificate of Appropriateness for the Property subject to certain conditions and restrictions, including, among others, that the locations and appearance of a new tenant panel on the monument sign and a new wall sign, shall be completed in substantial conformity with the Site Plan, sign plans, and location overview prepared by Parvin-Claus Sign Company, consisting of 2 sheets, with a latest revision dates of January 15 and January 19, 2018;

WHEREAS, the amendment granted by Ordinance S-1529 approved an increase to the building wall sign from nineteen square feet (19 square feet) to twenty-six square feet (26 square feet) and a same

for same replacement of the monument sign tenant panel/logo. The tenant logo for both the monument sign and building wall sign included grey, green and orange earth tone colors;

WHEREAS, on august 11, 2020, the President and Board of Trustees adopted Ordinance No. 2020-ZO-DP+CA-EX-S-1605 ("**Ordinance S-1605**"), granting an amendment to the existing Certificate of Appropriateness for the Property subject to certain conditions and restrictions, including, among others, that the increase the building wall sign by one square foot, from twenty-six square feet (26 square feet) to twenty-seven square feet (27 square feet) and to replace the monument sign face, shall be completed in substantial conformity with the Site Plan, sign plans, and location overview prepared by Olympik Signs, consisting of 5 sheets, with a latest revision date of May 13, 2020;

WHEREAS, Owner and Lessee (collectively, Owner and the Lessee are the "**Petitioners**") now desire to modify the existing monument and building signage on the property to replace a tenant logo panel on the monument sign to reflect the Millennium Bank corporate colors of white and beige letters on a black background and add a new building wall sign that is 22.4 square feet in area (the "**Work**");

WHEREAS, the Petitioners have applied to the Village to amend the Certificate of Appropriateness to allow for the completion of the Work ("**Amended Certificate of Appropriateness**");

WHEREAS, at its meeting on November 6, 2024, the Planning & Zoning Commission ("**Commission**") conducted a public hearing on the request for the Amended Certificate of Appropriateness, pursuant to due and appropriate legal notice;

WHEREAS, after the close of the public hearing, the Commission recommended, by a vote of 5-0 approval of the Petitioners' application, finding that the Petitioners satisfactorily addressed the standards required for approval of the Amended Certificate of Appropriateness and making specific findings, including, among others, that the Work was harmonious with the building design and satisfied the intent and purpose of the Historic Area; and

WHEREAS, the President and Board of Trustees have reviewed the recommendation of the Commission and have determined that issuing the Amended Certificate of Appropriateness, as set forth in this Ordinance, is in the best interests of the Village.

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 Amended Certificate of Appropriateness. Pursuant to the standards set forth in Chapter 8 of the Village's Zoning Regulations, and subject to and contingent on the conditions set forth in Section 3 of this Ordinance, the Amended Certificate of Appropriateness is hereby granted to allow for the completion of the Work on the Property.

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

- A. The Work, to replace the monument sign panel and wall sign, shall be completed in substantial conformance with the site plan, sign plans, and location overview prepared by The Holland Design Group, Inc., consisting of 4 sheets, with a latest revision date of June 13, 2024, attached hereto and incorporated herein as **Group Exhibit B** (collectively, the "**Petitioners' Plans**");

- B. The proposed signs shall comply with all other applicable requirements of the Oak Brook Sign Code (including sign illumination);
- C. Except as specifically provided in this Ordinance, all other conditions of Ordinance S-914, S-1392, S-1529, and S-1605 remain in full force and effect;
- D. The Owner shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived by this, or subsequent, Ordinances.
- E. 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. The privileges, obligations, and provisions of each and every section and provision of this Ordinance are for, inure to the benefit of, and run with and bind the Property, unless otherwise explicitly set forth in this Ordinance.

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. Penalty. Any person violating the terms and conditions of this Ordinance shall, following prior notice thereof by the Village to such offending person and such opportunity to correct such violation(s) as the Village may determine appropriate, be subject to a penalty not exceeding \$750.00, with each and every day that such violation of this Ordinance is allowed to remain in effect being deemed a complete and separate offense. In addition, the appropriate authorities of the Village may take such other actions they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees of the Village.

Section 9. 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 10. Publication. This ordinance shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section 11. Recording. This ordinance shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Oak Brook.

Remainder of Page intentionally left blank; roll call to follow

PASSED THIS 10th day of December 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 10th day of December 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

The subject property is located at 3824 York Road, in Oak Brook, Illinois and the legal description is as follows:

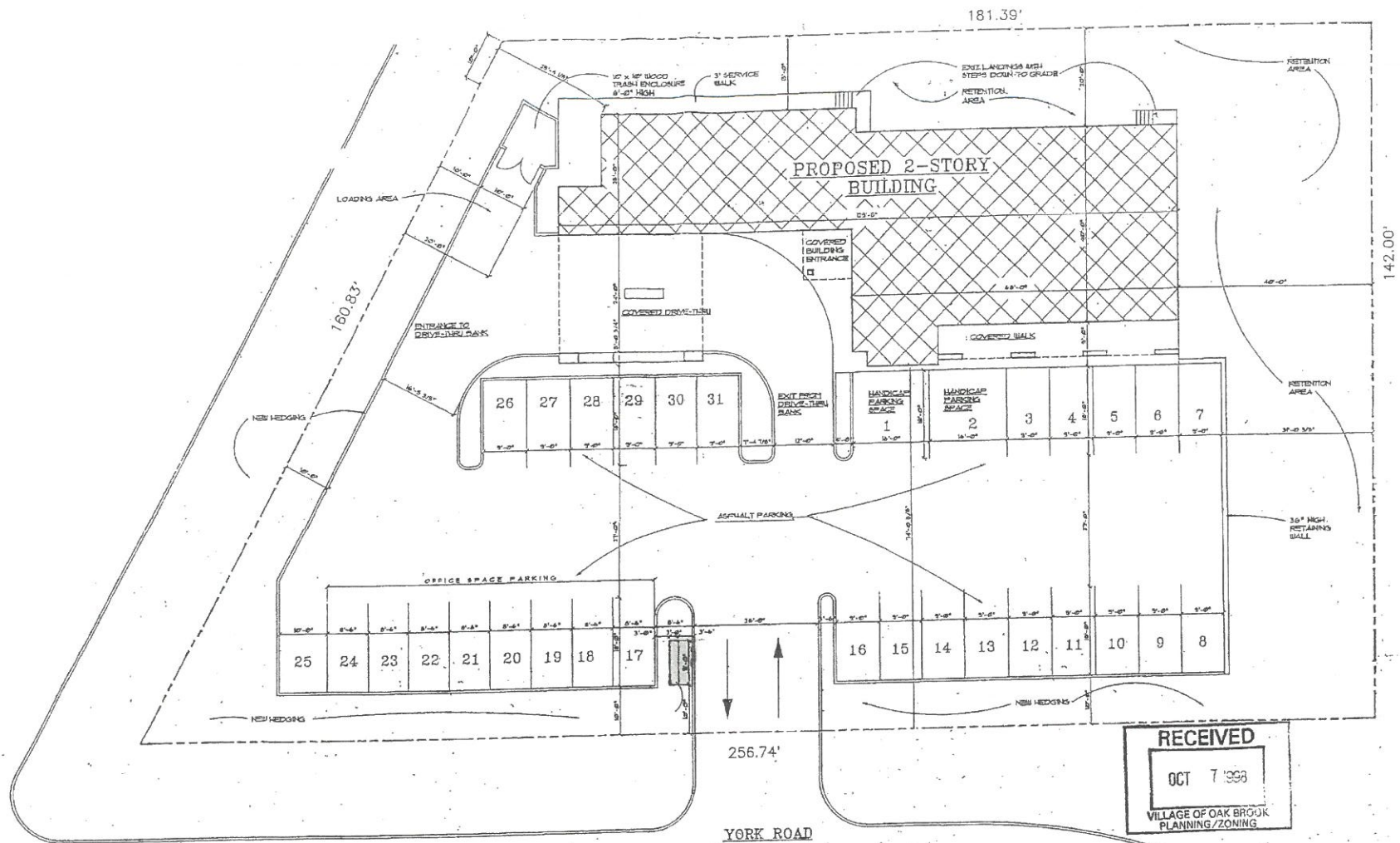
PARCEL 1: LOT 1 IN J. LYNCH'S ASSESSMENT RESUBDIVISION OF PART OF TRACT B IN J. LYNCH SECOND PLAT OF SURVEY (RECORDED FEBRUARY 11, 1954 AS DOCUMENT NUMBER 707775) OF PART OF LOT 1 IN GMOSEY AND BLUMA'S PLAT OF SURVEY (RECORDED JUNE 18, 1949 AS DOCUMENT 5700094), IN THE SOUTH ½ SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID J. LYNCH'S ASSESSMENT RESUBDIVISION RECORDED MAY 2, 1957 AS DOCUMENT 840938, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF TRACT B, J. LYNCH 2ND PLAT OF SURVEY (DOCUMENT NO. 707775), A PART OF LOT 1, GMOSEY AND BLUMA'S PLAT OF SURVEY SITUATED IN THAT PART OF THE SOUTH ½ OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTH EAST ¼ OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE EAST ALONG THE SOUTH LINE OF SECTION 36, A DISTANCE OF 280.5 FEET TO A POINT IN THE CENTER LINE OF SPRING ROAD AS NOW PLATTED AND RECORDED; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID SPRING ROAD, A DISTANCE OF 245.90 FEET TO THE POINT OF THE BEGINNING, THENCE STILL ALONG SAID CENTER LINE OF SPRING ROAD, A DISTANCE OF 85.0 FEET TO A POINT, THENCE SOUTH 62 DEGREES 01 MINUTE WEST, A DISTANCE OF 175.0 FEET TO A POINT, THENCE SOUTH 27 DEGREES 59 MINUTES EAST, A DISTANCE OF 60 FEET TO A POINT: THENCE NORTH 70 DEGREES 09 MINUTES EAST, A DISTANCE OF 176.78 FEET TO THE POINT AND POINT OF BEGINNING, EXCEPT THAT PORTION LYING IN SPRING ROAD, DEDICATED FOR HIGHWAY PURPOSES, ALL IN DUPAGE COUNTY, ILLINOIS

PIN: 06-36-308-029

EXHIBIT B

PLANS



SITE DATA

SITE AREA = 31119 SQ. FT.
 BUILDING AREA = 8570 SQ. FT.
 FIRST FLOOR AREA = 4285 SQ. FT.
 SECOND FLOOR AREA = 4285 SQ. FT.

PARKING DATA:
 OFFICE AREA = 4800 SQ. FT. x 1/300 = 16 SPACES
 RETAIL AREA = 3770 SQ. FT. x 1/250 = 15 SPACES
 TOTAL PARKING REQUIRED = 31 SPACES
 TOTAL PARKING PROVIDED = 31 SPACES



SITE PLAN

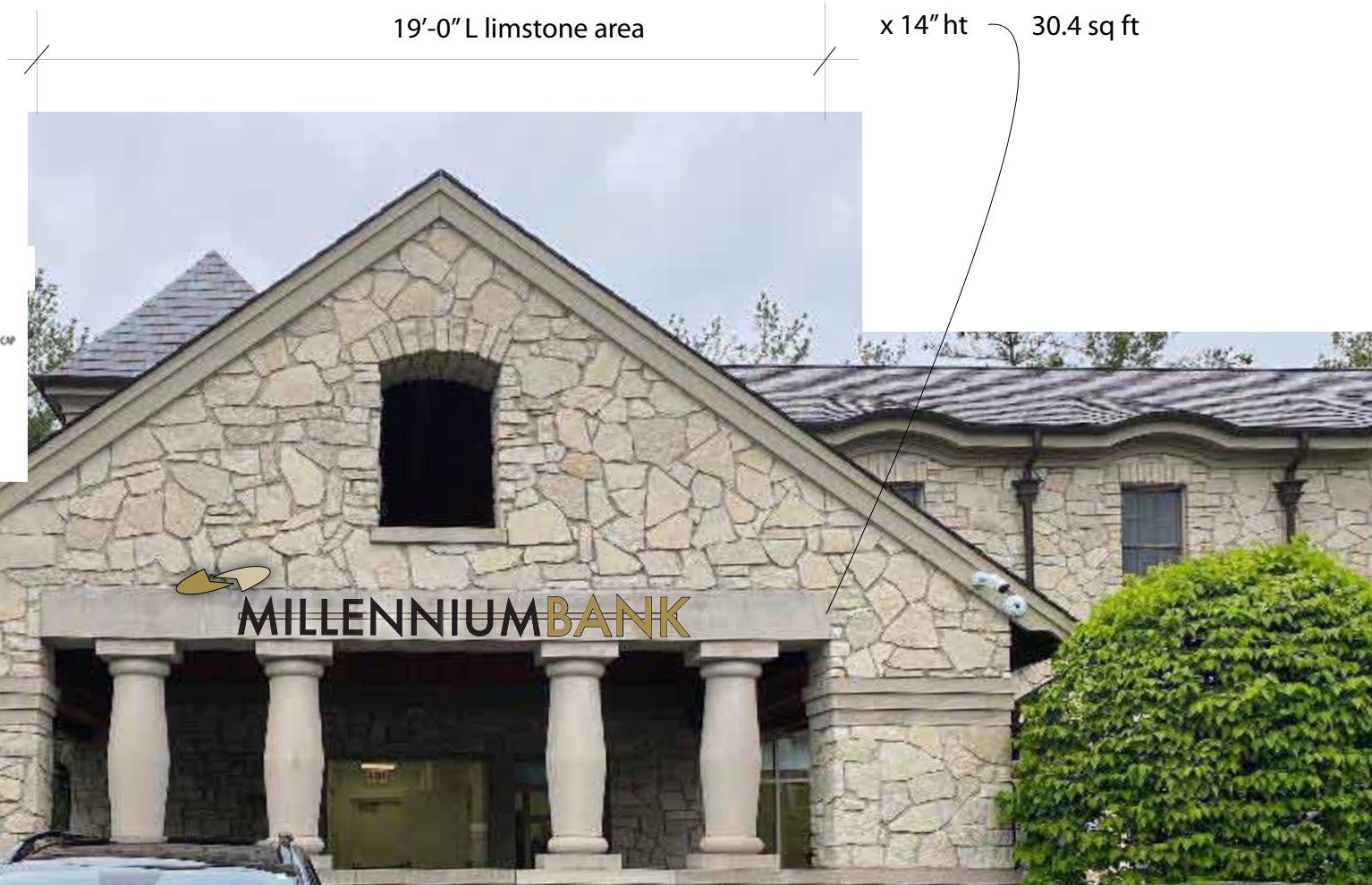
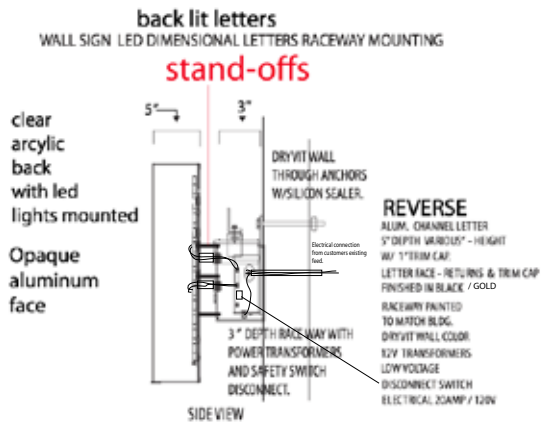
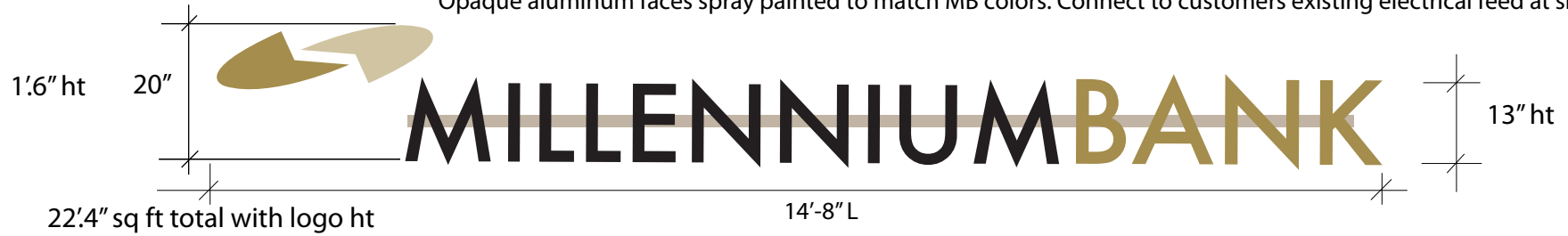
DATE: SEPTEMBER 30, 1998

RECEIVED

OCT 7 1998

VILLAGE OF OAK BROOK
 PLANNING/ZONING

Individual channel back lit led aluminum letters on a thin rail raceway limestone color.
 Opaque aluminum faces spray painted to match MB colors. Connect to customers existing electrical feed at sign site.



12V POWER SUPPLIES
 LOW VOLTAGE

Optic White 1.2w leds w/ lens
 20AMP DISCONNECT SWITCH
 60w power supply
 (120 volt/1.2 amps)

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.

COMPANY: **MILLENNIUMBANK**
 LOCATION: 3824 York rd
 JOB NO. Oakbrook IL

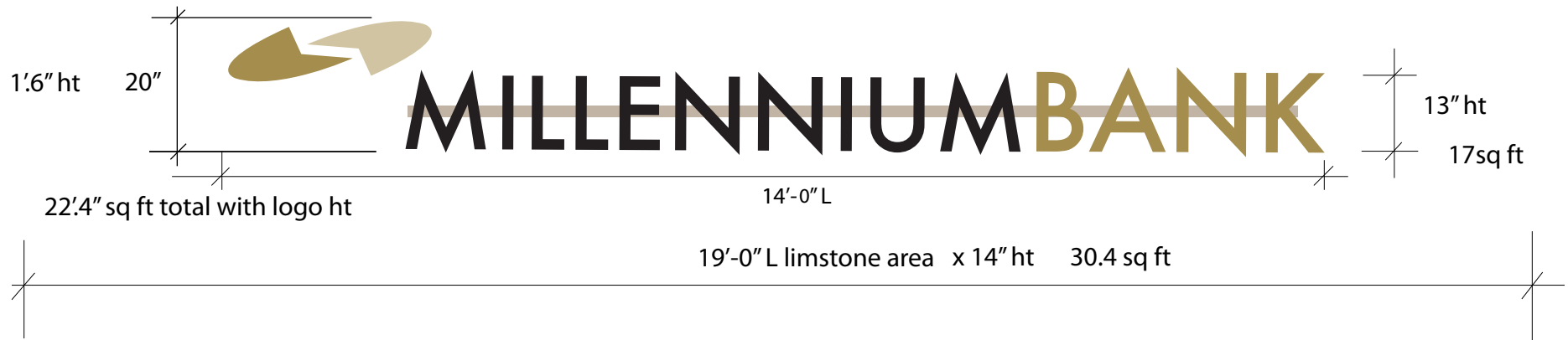
THESE DRAWINGS ARE THE PROPERTY OF
 THE HOLLAND DESIGN GROUP, INC. AND ANY
 USE OR DUPLICATION OF THE DESIGNS OR
 ARTWORK ARE SUBJECT TO THE REGULATION
 AND CONTROL OF THE ORIGINATOR, THE
 HOLLAND DESIGN GROUP, INC.

DATE: 6-9-24
 DRAWN BY: Sh



The Holland Design Group Inc
 SIGNS DESIGN FABRICATION INSTALLATION
 1090 Brown St Wauconda, IL 60084
 847 526-8848
 artsign5@aol.com
 thehollanddesigngroupinc.com
 #thehollandesigns





Individual channel back lit led aluminum letters on a thin rail raceway limestone color.
 Opaque aluminum faces spray painted to match MB colors. Connect to customers existing electrical feed at sign site.



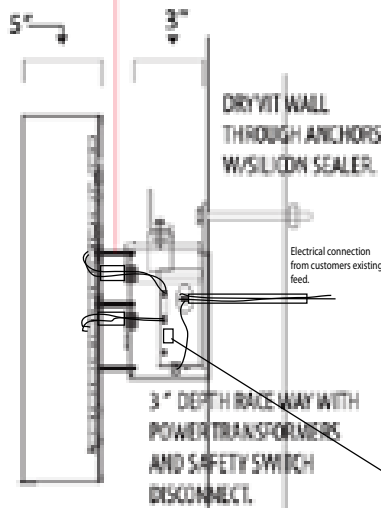
Wall sign s.f.
 back lit letters

WALL SIGN LED DIMENSIONAL LETTERS RACEWAY MOUNTING

stand-offs

clear acrylic
 back
 with led
 lights mounted

Opaque
 aluminum
 face



SIDE VIEW

REVERSE

ALUM. CHANNEL LETTER
 5" DEPTH VARIOUS" - HEIGHT
 W/ 1" TRIM CAP
 LETTER BACK - RETURN & TRIM CAP
 FINISHED IN BLACK / GOLD

RACEWAY PAINTED
 TO MATCH BLDG.
 DRYVIT WALL COLOR.
 12V TRANSFORMERS
 LOW VOLTAGE
 DISCONNECT SWITCH
 ELECTRICAL 20AMP / 120V

12V POWER SUPPLIES
 LOW VOLTAGE

Optic White 1.2w leds w/ lens
 20AMP DISCONNECT SWITCH
 60w power supply
 (120 volt/1.2 amps)



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.

Logo colors to match



COMPANY: **MILLENNIUMBANK**
 LOCATION: 3824 York rd
 JOB NO. Oakbrook IL

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 THE HOLLAND DESIGN GROUP, INC. AND ANY
 USE OR DUPLICATION OF THE DESIGNS OR
 ARTWORK ARE SUBJECT TO THE REGULATION
 AND CONTROL OF THE ORIGINATOR, THE
 HOLLAND DESIGN GROUP, INC.

DATE: 6-9-24
 DRAWN BY: Sh

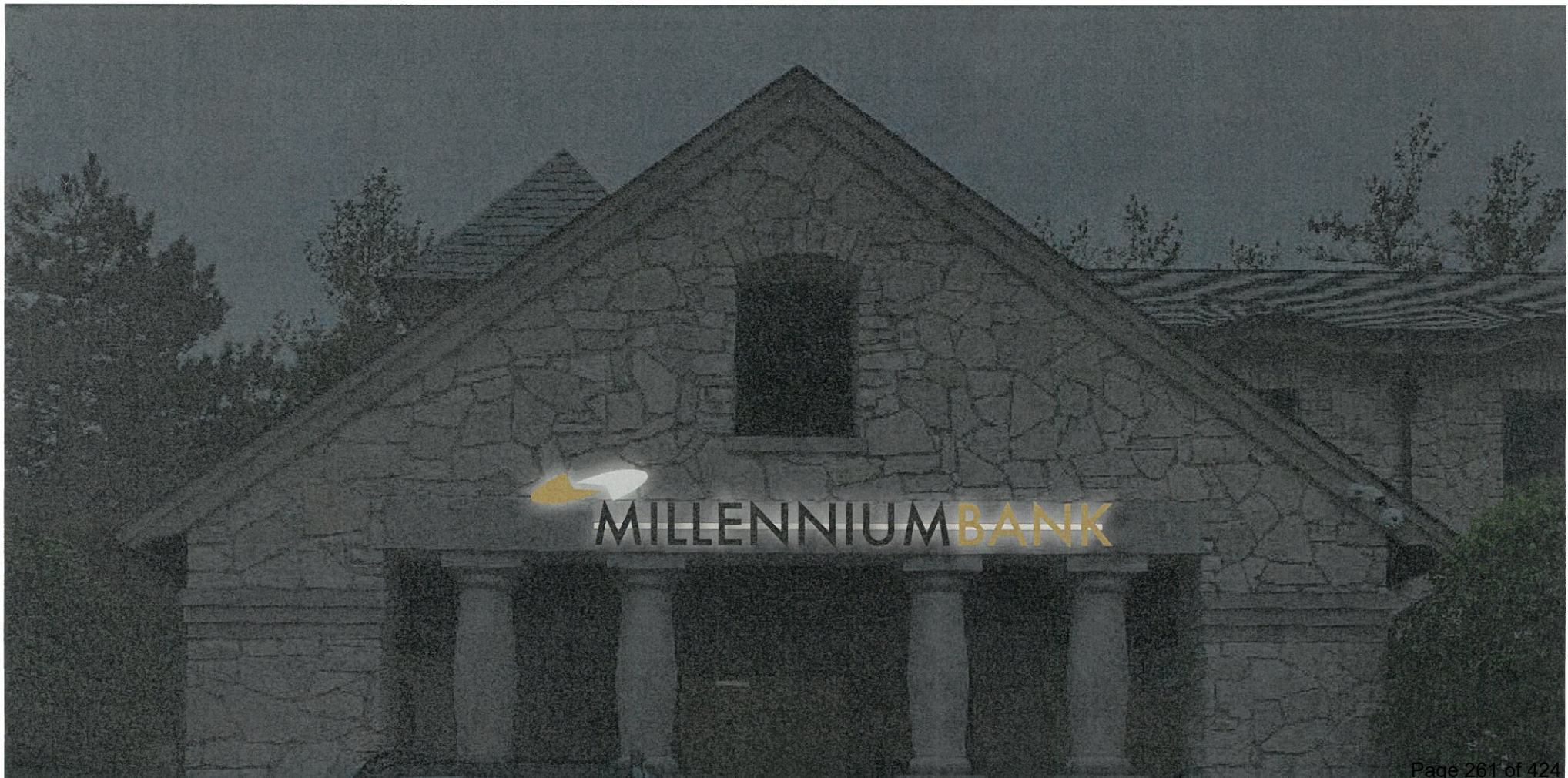


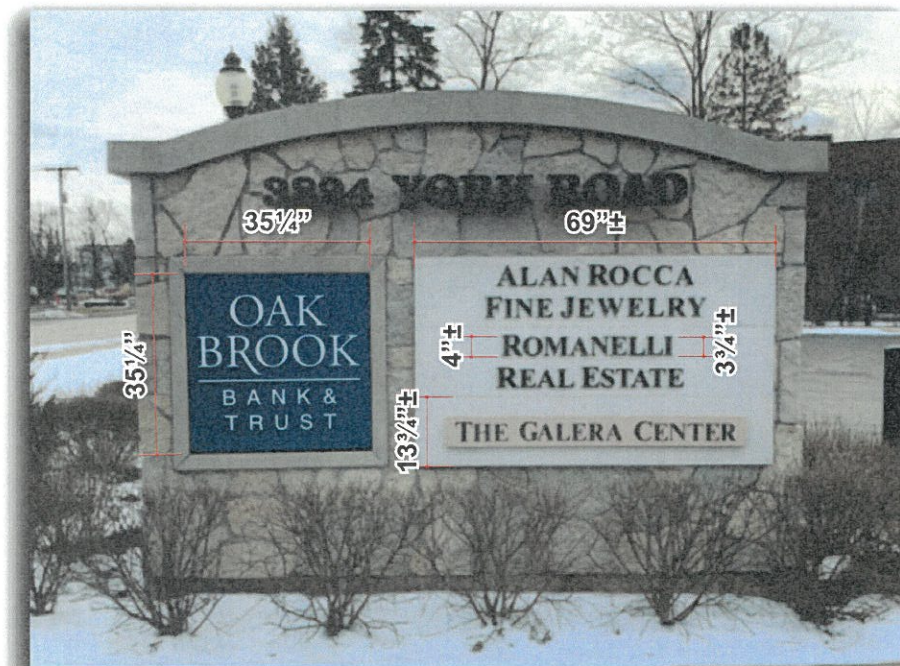
The Holland Design Group Inc
 SIGNS DESIGN FABRICATION INSTALLATION
 1090 Brown St Wauconda, IL 60084
 847 526-8848
 artsign5@aol.com
 thehollanddesigngroupinc.com
 #thehollandsigns

Individual channel back lit led aluminum letters on a thin rail raceway

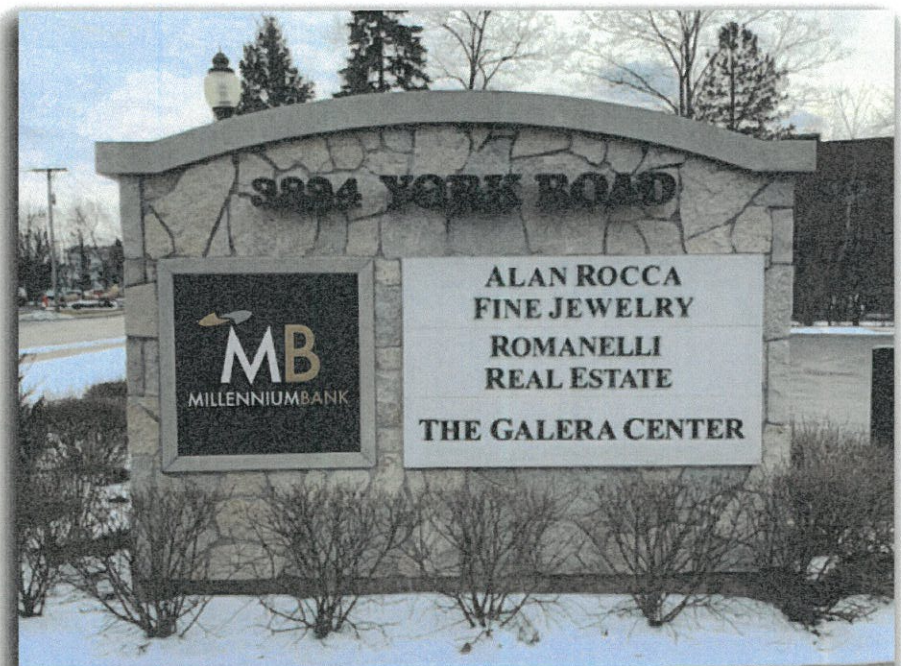
 MILLENNIUMBANK

 MILLENNIUMBANK





Northwest Sign Elevation - Before



Northwest Sign Elevation - **AFTER**

OLYMPIK
SIGNS

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

MB
MILLENNIUM BANK
3824 York Road
Oak Brook, IL 60523

drawn by
MEGAN K

* Job #: 24-9889
* 05-28-24
* rev.# 06-13-24

Comments:

SIGN CONCEPT

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.

Page 4

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

WHEREAS, Millennium Bank ("Lessee") and Chicago Title Land & Trust Company is the owner as trustee, for the sole benefit of Alan Rocca under trust number 10384 ("Owner") (collectively, Owner and the Lessee are the "Petitioners") filed an application with the Village for the approval of an amended Certificate of Appropriateness ("Certificate of Appropriateness") to modify the existing monument and building signage to replace a tenant logo panel on the monument sign to reflect the Millennium Bank corporate colors of white and beige letters on a black background and add a new building wall sign that is 22.4 square feet in area, all on the Property located at 3824 York Road, Oak Brook, Illinois, and legally described in Exhibit A, attached hereto and incorporated herein (the "Property");

WHEREAS, Ordinance No 2024-ZO-DP+CA-EX-S-1716 adopted by the President and Board of Trustees of the Village of Oak Brook on December 10, 2024 grants approval of the Certificate of Appropriateness 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 signs 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 restrictions imposed by this Unconditional Agreement and Consent shall be restrictions binding upon and inure to the benefit of the Owner and his heirs, successors, assigns, agents, licensees, lessees, invitees, and representatives, including, without limitation, all subsequent Owners of the Property, or any portion thereof, and all persons claiming under him to the extent provided in this Unconditional Agreement and Consent.
5. 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.
6. Owner agrees and affirms that the undersigned individual(s) is(are) duly authorized to execute and enter into the binding nature of this Unconditional Agreement and Consent.
7. The Village shall record the Ordinance against the Subject Property, inclusive of this Unconditional Agreement and Consent, such that the terms provided herein shall be binding upon all parties in interest and all successors and assigns, to the extent such party continues to use the Subject Property in accordance with the approving Ordinance; and Owner shall remain subject to the terms

of the Ordinance unless otherwise transferred by execution of a Transferee Assumption Agreement, if applicable provided the nature of the relief granted herein.

Remainder of Page intentionally left blank; signature page to follow

IN WITNESS WHEREOF, the undersigned, as Owner of the Subject Property, executed this Unconditional Agreement and Consent on this ____ day of _____, 2024.

OWNER

By: _____
Its: _____

State of Illinois)
)
County of _____)

I, _____ a Notary Public in and for the County and State aforesaid do hereby certify that the above signed individual, personally known to me, and that he appeared before me this ____ day of _____, 202_, and acknowledged that he personally executed this instrument.

Notary Public

Seal

IN WITNESS WHEREOF, the undersigned, as Lessee of the Subject Property, executed this Unconditional Agreement and Consent on this ____ day of _____, 2024.

LESSEE

By: _____
Its: _____

State of Illinois)
)
County of _____)

I, _____ a Notary Public in and for the County and State aforesaid do hereby certify that the above signed individual, personally known to me, and that he appeared before me this ____ day of _____, 202_, and acknowledged that he personally executed this instrument.

Notary Public

Seal

EXHIBIT 1

TO UNCONDITIONAL AGREEMENT AND CONSENT

LEGAL DESCRIPTION

The subject property is located at 3824 York Road, in Oak Brook, Illinois and the legal description is as follows:

PARCEL 1: LOT 1 IN J. LYNCH'S ASSESSMENT RESUBDIVISION OF PART OF TRACT B IN J. LYNCH SECOND PLAT OF SURVEY (RECORDED FEBRUARY 11, 1954 AS DOCUMENT NUMBER 707775) OF PART OF LOT 1 IN GMOSE AND BLUMA'S PLAT OF SURVEY (RECORDED JUNE 18, 1949 AS DOCUMENT 5700094), IN THE SOUTH ½ SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID J. LYNCH'S ASSESSMENT RESUBDIVISION RECORDED MAY 2, 1957 AS DOCUMENT 840938, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF TRACT B, J. LYNCH 2ND PLAT OF SURVEY (DOCUMENT NO. 707775), A PART OF LOT 1, GMOSE AND BLUMA'S PLAT OF SURVEY SITUATED IN THAT PART OF THE SOUTH ½ OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTH EAST ¼ OF SECTRION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRICIPAL MERIDIAN, THENCE EAST ALONG THE SOUTH LINE OF SECTION 36, A DISTANCE OF 280.5 FEET TO A POINT IN THE CENTER LINE OF SPRING ROAD AS NOW PLATTED AND RECORDED; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID SPRING ROAD, A DISTANCE OF 245.90 FEET TO THE POINT OF THE BEGINNING, THENCE STILL ALONG SAID CENTER LINE OF SPRING ROAD, A DISTANCE OF 85.0 FEET TO A POINT, THENCE SOUTH 62 DEGREES 01 MINUTE WEST, A DISTANCE OF 175.0 FEET TO A POINT, THENCE SOUTH 27 DEGREES 59 MINUTES EAST, A DISTANCE OF 60 FEET TO A POINT: THENCE NORTH 70 DEGREES 09 MINUTES EAST, A DISTANCE OF 176.78 FEET TO THE POINT AND POINT OF BEGINNING, EXCEPT THAT PORTION LYING IN SPRING ROAD, DEDICATED FOR HIGHWAY PURPOSES, ALL IN DUPAGE COUNTY, ILLINOIS

PIN: 06-36-308-029



VILLAGE OF
OAK BROOK
Illinois

ITEM 5.B.
MILLENNIUM BANK
3824 YORK ROAD

CERTIFICATE OF APPROPRIATENESS
AMEND S-1605, S-1529, S-1392 & S-914

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8-8.a	Planning & Zoning Commission Meeting Minutes dated November 6, 2024
7-7.b	Staff Report dated Department October 24, 2024
6	Certificate of Publication dated October 16, 2024
5	Resident Letter dated October 15, 2024
4	Board of Trustees Meeting Minutes (not attached)
3-3.a	Referral Memo – Board of Trustees Agenda dated October 24, 2024
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VILLAGE OF
OAK BROOK
Illinois

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

November 22, 2024

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

Subject: Millennium Bank – 3824 York Road – Certificate of Appropriateness – Amend
Ordinance S-1605, S-1529, S-1392 and S-914

Dear Village President and Board of Trustees:

Background

At its meeting on November 6, 2024, the Planning & Zoning Commission completed its review and deliberations on a petition from Millennium Bank, the tenant at 3824 York Road, with support from property owner Alan Rocca, were seeking approval of an amendment to an existing Certificate of Appropriateness (S-1605, S-1529, S-1392 and S-914) in the Historic Graue Mill Gateway Area in order to modify the existing monument and building signage on the property.

The architecture of the monument sign has not changed and the proposed tenant logo panel is a same-for-same replacement in actual size and dimensions. The applicant has replaced tenant logo panel on the monument sign to reflect the Millennium Bank corporate colors of white and beige letters on a black background. The monument sign is in keeping with the architectural design and color. *The illumination section of the sign code permits and allows the primary and secondary images of the sign to be lit or silhouetted (i.e. backlit) on an opaque background and this should be reflected in the tenant panel logo.*

The applicant also proposes a new building wall sign that is 22.4 square feet in area. *Please note that the proposed wall sign does comply with the Oak Brook sign code.* The wall sign includes a raceway and illuminated channel letters as the previous signs were designed.

Public Comment

All interested parties were notified of the public meeting. No one spoke in support of or in opposition to the request.

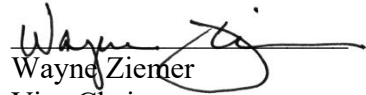
Planning & Zoning Commission Recommendation

The Planning & Zoning Commission held the required public hearing and after a thorough review of the request, by a vote of 5 to 0 recommended approval of the proposed monument and wall signs as requested by the applicant, subject to the following conditions:

November 22, 2024
Village President and Board of Trustees
RE: Millennium Bank – 3824 York Road
Certificate of Appropriateness - Signage
Page 2

1. The proposed signs shall be in substantial conformance with the plans as submitted.
2. The proposed signs shall comply with all other applicable requirements of the Oak Brook Sign Code (including sign illumination).
3. All other conditions of Ordinances S-1605, S-1529, S-1392 and S-914 shall remain in full force and effect.

Very truly yours,

A handwritten signature in black ink, appearing to read "Wayne Ziemer", with a long horizontal flourish extending to the right.

Wayne Ziemer
Vice Chairman
Planning & Zoning Commission

Rob Day, representative for The Midwest Club HOA, 1100 Midwest Club Parkway explained that The Midwest Club HOA made an offer to purchase 2222 35th Street and they were contingent to purchase it. He explained that more than two-thirds of the HOA provided approval to annex the property into The Midwest Club. The next step would be to subdivide into three lots and close the existing entrance on 35th Street.

Member Wilczak revealed that he resides in The Midwest Club and did not see any conflict of interest in voting for the petition.

Member Cappetta questioned the notification to surrounding property owners. She asked to add a condition that if The Midwest Club was not the purchaser, that the map amendment would not be approved.

Motioned by Member Nimry, seconded by Member Cappetta to recommend approval of the requested map amendment, subject to the following conditions:

- The Midwest Club is the purchaser of the property.
- The new parcels are accessed through The Midwest Club, and the existing access to 35th Street shall be removed.
- The Official Zoning Map be amended and recording of the approval Ordinance by Village staff.

ROLL CALL:

Ayes: 5 – Vice Chairman Ziemer, Members Cappetta, Nimry, Pontrelli and Wilczak. Motion carried.

Absent: 2 - Chairman Iyer, Members Bulin, Hasan and DiBernardo

Vice Chairman Ziemer announced that the public hearing for this matter was concluded.

5.

B. Millennium Bank – 3824 York Road – Certificate of Appropriateness

Millennium Bank 3824
York Rd - COA

Rama Ramam gave a brief overview of the proposed petition.

Toni Gonzalez, Chief Operating Officer Millennium Bank indicated the bank opened in August 2024. They were seeking approval to modify the existing monument and wall sign. She indicated that the Millennium Bank wall sign is smaller than the existing.

There was discussion regarding signatures on the application.

Motioned by Member Nimry, seconded by Member Wilczak to recommend the approval for the requested Certificate of Appropriateness, subject to the following conditions:

1. The proposed signs shall be in substantial conformance with the plans as submitted.
2. The proposed signs shall comply with all other applicable requirements of the Oak Brook Sign Code (including sign illumination).
3. All other conditions of Ordinances S-1605, S-1529, S-1392 and S-914 shall remain in full force and effect.

ROLL CALL:

Ayes: 5 Vice Chairman Ziemer, Members Cappetta, Pontrelli, Nimry and Wilczak. Motion carried.

Absent: 4 - Chairman Iyer, Members Bulin, Hasan and DiBernardo

Vice Chairman Ziemer announced that the public hearing for this matter was concluded.

5.

C. 19 Mockingbird Lane – Fence Variation

19 Mockingbird Lane
Fence Variation

Director Von Drasek provided an overview of the petition.

Vice Chairman Ziemer announced that he was the HOA President of the Brook Forest Subdivision and did not see any conflict in participating in the discussion.

Anthony Pesek, the home owner of 19 Mockingbird Lane provided several PowerPoint slides and explained the desire to seek the fence variation due to safety concerns of his children because of the proximity to Ginger Creek. He said that he had discussions with HOA members and HOA's board members. He stated his adjacent neighbors were in support and that the HOA Board provided formal approval of the fence variation request.

Member Wilczak questioned the HOA approval conditions and was in support of them.

Vice Chairman Ziemer explained the conditions.

Members discussed options for more restrictive conditions than those provided by the HOA.

Member Cappetta asked if staff reviewed a letter from a doctor regarding the child's disability.

Mr. Pesek stated that staff and Vice Chairman Ziemer saw the letter.

Director Von Drasek confirmed that she saw the letter from a physician. She also confirmed that standards were received and provided in all of the casefiles for the petitions heard at the meeting.

VILLAGE OF OAK BROOK
Planning & Zoning Commission

STAFF REPORT

DATE: October 24, 2024

CASE NOS: 2024-18-ZO-CA

DESCRIPTION: Certificate of Appropriateness – Amend S-1392, S-1529 and S-1605. Modify existing monument sign tenant panel and building wall sign.

PETITIONER: Millennium Bank

ADDRESS: 3824 York Road

EXISTING ZONING: B-3 General Business District

ACREAGE: Millennium Bank is a tenant in an 8,500 SF retail center located on a property consisting of 31,737 square feet (or .73 acres).

ZONING/USE OF SURROUNDING PROPERTY:

North: R-3, Single-Family Detached Residence District, Single-family home.

South: Village of Hinsdale - Office.

East: B-3, General Business District, Retail.

West: R-3, Single-Family Detached Residence District, Single-family home.

DISCUSSION:

The applicant, Millennium Bank with the support of the property owner, Alan Rocca has submitted application requesting approval of a building permit and an amendment to an existing Certificate of Appropriateness in the Historic Graue Mill Gateway Area in order to modify the existing monument and building wall sign. No other exterior changes or modifications to the building or site are being requested. The permit for monument sign (BP-24-401) was approved and issued in June 2024 to allow the tenant to open.

The property at 3824 York Road previously received approval of a Certificate of Appropriateness (COA) in 1998 (S-914) for the construction of the existing building and other site improvements. As part of those improvements, the COA depicted a monument sign and building wall sign (affixed to a raceway).

MB Financial Bank subsequently amended S-1392 in 2014 and obtained approval (S-1392) of the following: 1) a new monument sign that was increased from a height of five feet (5') to eight feet (8') and 2) replacement of the Bank tenant logo from a bronze colored logo to a red colored logo consistent with their corporate brand.

**STAFF REPORT – MILLENNIUM BANK
3824 YORK ROAD
CERTIFICATE OF APPROPRIATENESS – WALL SIGN
CASE NO. 2024-18-ZO-CA**

In 2018 Countryside Bank received an amendment to the COA (S-1529) to increase the building wall sign from 19 square feet to 26 feet and a same-for-same replacement of the monument sign tenant panel/ logo. The tenant logo for both the monument sign and building wall sign included grey, green and orange earth tone colors.

In 2020 Oak Brook Bank & Trust received an amendment to the COA (S-1605) to increase the building wall sign by one square foot to 27 square feet and to replace the monument sign face. The proposed wall sign continued to use a raceway in the design. The monument sign face included white lettering on a blue background.

Certificate of Appropriateness

Because of the retail center's location within the Historic Graue Mill Gateway Area, no modifications to the exterior of the building can occur without satisfying all requirements of the Historic Graue Mill Gateway Area provisions, which then qualifies the project for approval of a Certificate of Appropriateness.

Citing the Zoning Ordinance, Section 13-8-6 (A) states;

- A. Required: No building permit or other permit otherwise required under the ordinances of the Village for the erection, construction, exterior alteration or repair of any building or structure in the Historic Graue Mill Gateway Area shall be issued by the Director of Development Services except upon the issuance of a certificate of appropriateness by the President and Board of Trustees. Such certificate of appropriateness may only be issued after a public hearing has been held before the Planning & Zoning Commission of the Village in accordance with the public hearing procedures set forth herein and after the President and Board of Trustees of the Village approve the gateway development plan for the property involved.

No changes are proposed to the architecture or design of the base building. New signage is requested.

The architecture of the monument sign has not changed and the proposed tenant logo panel is a same-for-same replacement in actual size and dimensions. The applicant has replaced tenant logo panel on the monument sign to reflect the Millennium Bank corporate colors of white and beige letters on a black background. The monument sign is in keeping with the architectural design and color. *The illumination section of the sign code permits and allows the primary and secondary images of the sign to be lit or silhouetted (i.e. backlit) on an opaque background and this should be reflected in the tenant panel logo.*

The applicant also proposes a new building wall sign that is 22.4 square feet in area. *Please note that the proposed wall sign does comply with the Oak Brook sign code.* The wall sign includes a raceway and illuminated channel letters as the previous signs were designed.

See the case file for additional information provided by the applicant.

**STAFF REPORT – MILLENNIUM BANK
3824 YORK ROAD
CERTIFICATE OF APPROPRIATENESS – WALL SIGN
CASE NO. 2024-18-ZO-CA**

RESPONSIBILITIES OF HEARING BODIES:

Prior to making its decision, the Planning & Zoning Commission may make recommendations to the applicant as to changes in the exterior drawings, sketches, landscaping, site plans and materials which in the judgment of the commission would tend to affect the general purposes of the Historic Graue Mill Gateway Area requirements. The Planning & Zoning Commission shall make its decision within fifteen (15) days after the hearing is closed and shall issue to the President and Board of Trustees its findings and recommendation concerning the proposed gateway development plan. If the Planning & Zoning Commission recommends denial of a gateway development plan, it shall specifically point out such deficiency in its findings.

The Village President and Board of Trustees may approve or disapprove the proposed gateway development plan or refer the matter back to the Planning & Zoning Commission for further consideration. Upon approval of any proposed gateway development plan, the President and Board of Trustees shall issue a certificate of appropriateness as to the approved gateway development plan.

CONCLUSION:

If the Planning & Zoning Commission is of the opinion that the applicant has satisfied the requirements for a certificate of appropriateness in the Historic Graue Mill Gateway Area, an affirmative recommendation would be in order subject to the following conditions;

1. The proposed signs shall be in substantial conformance with the plans as submitted.
2. The proposed signs shall comply with all other applicable requirements of the Oak Brook Sign Code (including sign illumination).
3. All other conditions of Ordinances S-1605, S-1529, S-1392 and S-914 shall remain in full force and effect.

Respectfully Submitted,



Rama Raman
Village Planner

NOTICE IS HEREBY GIVEN that a public hearing before the Planning & Zoning Commission of the Village of Oak Brook, DuPage and Cook Counties, Illinois, will be held on Wednesday, November 6, 2024 at 6:30 p.m. in the Samuel E. Dean Board Room of the Butler Government Center, Village of Oak Brook, 1200 Oak Brook Road, Oak Brook, Illinois 60523 for the purpose of considering the application from Millennium Bank, tenant, 2077 Miner Street, Des Plaines, IL 60016 and Alan Rocca, the property owner, 3824 York Road, Oak Brook, IL 60523, who are seeking a Certificate of Appropriateness as provided for under Title 13 of the Zoning Ordinance of the Village of Oak Brook, Illinois, Ordinance G-60 as amended.

The applicants are seeking approval for the issuance of a Certificate of Appropriateness under Section 13-8-6 of the Zoning Ordinance in compliance with the Historic Graue Mill Gateway Area in order to amend Ordinance S-914, S-1392, S-1529 and S-1605. The request is to modify the existing monument and wall signs that were approved as conditions of the previously approved Certificate of Appropriateness in order to replace the monument sign panel and the existing wall sign. The modification will incorporate the Millennium Bank logo and color. The property is located at 3824 York Road, Oak Brook, Illinois 60523.

The subject property is located at 3824 York Road, in Oak Brook, Illinois 60523 and the PIN is as follows:

PARCEL NUMBER: 06-36-308-029

The petitioner's application including all supporting documents is on file with the Development Services Department. Persons wishing to examine the application documents may arrange to do so with the Development Services Department, Village of Oak Brook, 1200 Oak Brook Road, Oak Brook, IL 60523, telephone 630-368-5106.

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

Netasha Scarpiniti, Village Clerk
Published at the direction of the Corporate Authorities and the Planning & Zoning Commission of the Village of Oak Brook, DuPage and Cook Counties, Illinois
Published in Daily Herald Oct. 16, 2024 (264756)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Northwest Suburbs Daily Herald

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

I further certify that the **Northwest Suburbs DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 10/16/2024 in said **Northwest Suburbs DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY *Laurel Baltz*
Designee of the Publisher of the Daily Herald

Control # 264756





VILLAGE OF
OAK BROOK
Illinois

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

October 15, 2024

Dear Resident:

The Oak Brook Planning & Zoning Commission and the Village Board will be considering a variation to the Zoning Regulations. All meetings scheduled are on the reverse side of this notice.

The application has been filed by:

Tenant Millennium Bank
3824 York Road
Oak Brook, IL 60523

Owner Alan Rocca

The property is located at: 3824 York Road, Oak Brook

Relationship of applicant to property: Tenant

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.

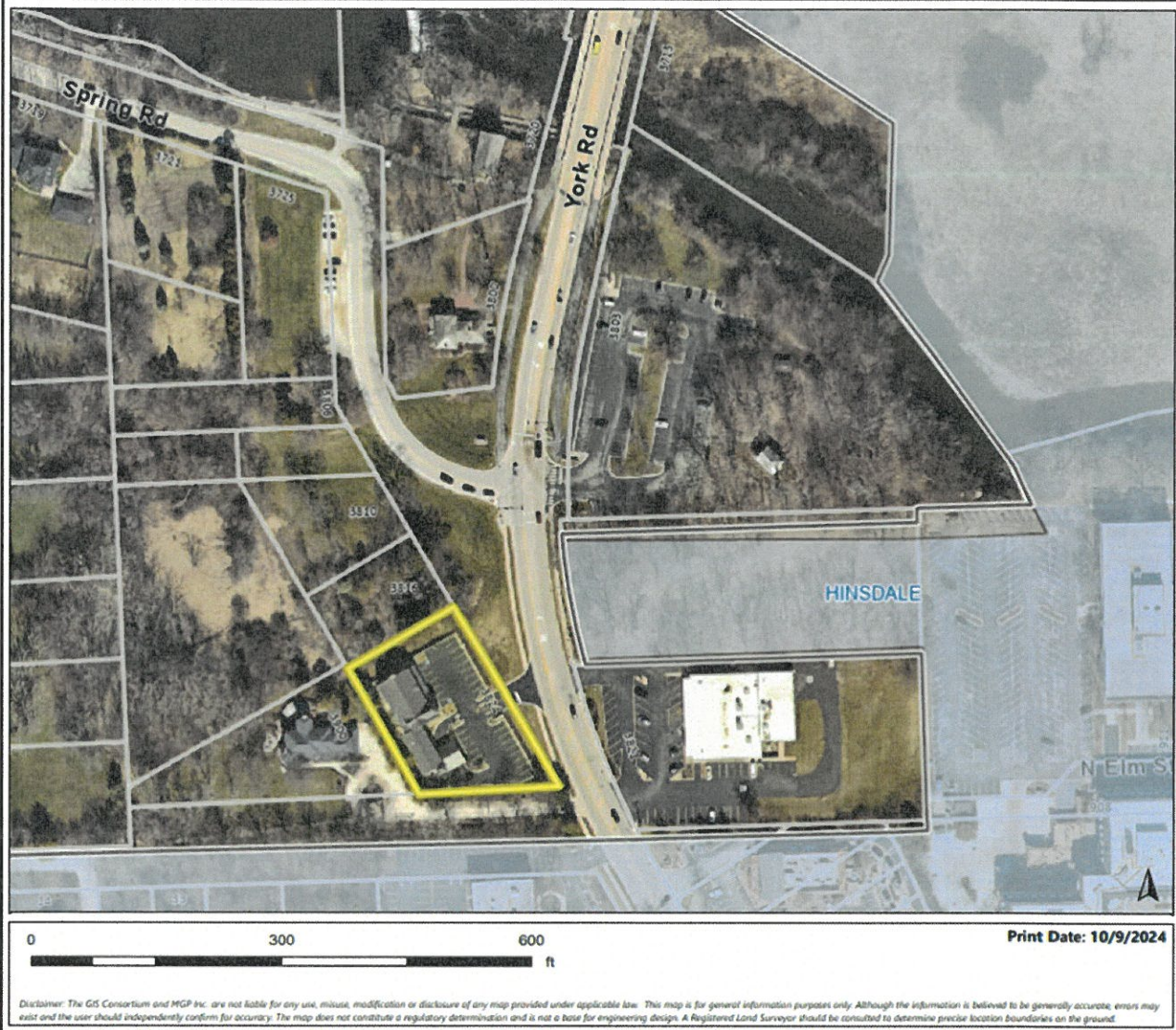
The applicants are seeking approval for the issuance of a Certificate of Appropriateness under Section 13-8-6 of the Zoning Ordinance in compliance with the Historic Graue Mill Gateway Area in order to amend Ordinance S-914, S-1392, S-1529 and S-1605. The request is to modify the existing monument and wall signs that were approved as conditions of the previously approved Certificate of Appropriateness to replace the monument sign panel and to replace the existing wall sign. The modification will incorporate the Millennium Bank logo and color.

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

GIS Consortium | 3824 York Road



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

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

Planning & Zoning Commission*..... 6:30 p.m., Wednesday, November 6, 2024

Board of Trustees Meeting.....7:00 p.m., Tuesday, November 26, 2024***

*Public Hearing Body

***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.



OAK BROOK
Illinois

ITEM 6.D.2.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
October 8, 2024

SUBJECT: Certificate of Appropriateness for Millennium Bank at 3824 York Road
Wall Sign

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to refer this request to amend an existing Certificate of Appropriateness in the Historic Graue Mill Gateway Area to the Plan Commission for public hearing and a recommendation.

Background/History:

Alan Rocca, the owner of the commercial building located at 3824 York Road and Millenium Bank, the tenant, has submitted an application seeking approval and issuance of a Certificate of Appropriateness in the Historic Graue Mill Gateway Area in order to modify an existing wall and monument sign to Millenium Bank.

Section 13-8-6 of the Zoning Ordinance, Certificate of Appropriateness states;

“A. Required: No building permit or other permit otherwise required under the ordinances of the Village for the erection, construction, exterior alteration or repair of any building or structure in the Historic Graue Mill Gateway Area shall be issued by the Director of Community Development except upon the issuance of a certificate of appropriateness by the President and Board of Trustees. Such certificate of appropriateness may only be issued after a public hearing has been held before the Plan Commission of the Village in accordance with the public hearing procedures set forth herein and after the President and Board of Trustees of the Village approve the gateway development plan for the property involved.

B. Application And Hearing: Upon the filing of an application for a building permit for which a certificate of appropriateness is or may be required, the applicant shall concurrently file with the Village Clerk an application for a certificate of appropriateness, which application shall include all the information and material required pursuant to Sections 13-8-7 and 13-8-8 of this Chapter. Such application shall be referred to the plan commission by the president and board of trustees upon verification of the completeness of said application. The fact that an application for a

certificate of appropriateness has been filed shall not be cause for the director of community development to delay the review of plans relating to the building and zoning aspects of the project while said application is pending. The plan commission shall thereupon fix a reasonable time, within forty-five (45) days, for a hearing and give a written five (5) day notice thereof to the applicant. Upon such hearing the commission shall consider the application for a certificate of appropriateness and, if necessary, receive additional evidence (such as exterior elevation renderings) from the applicant or his agent or attorney and from the village personnel or other persons as to whether the external architectural features of the proposed building or structure comply with the provisions of this chapter. All testimony given at such hearing shall be under oath."

Recommendation:

Please refer this request for a Certificate of Appropriateness to the Planning & Zoning Commission for public hearing and recommendation.

Attachments:

1. Millennium_Bank_Cert_of_Approp

G-272

Exhibit "B"

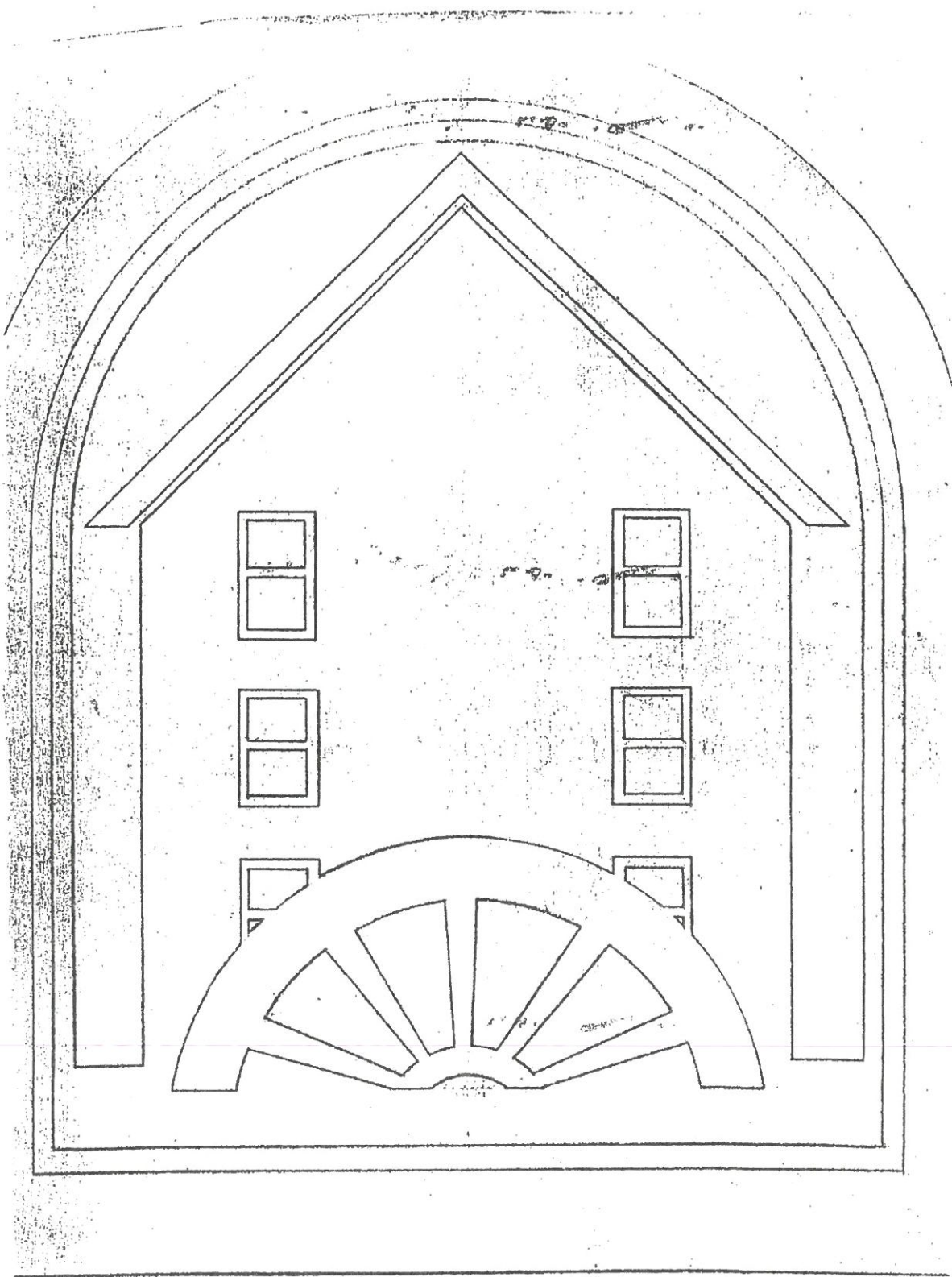


EXHIBIT "B"

2

13-11-9: **SIGNS IN THE HISTORIC GRAUE MILL GATEWAY AREA:**

In the historic Graue Mill gateway area, the following sign provisions shall be in effect. Except where exempted by this chapter, all signs require permits from the village.

A. **Street Hardware And Signs:** All street hardware including bollards and signs shall be permitted in accordance to the following:

1. Street hardware located on private property shall be designed to be part of the architectural concept of design and landscaping. Materials shall be compatible with buildings; scale and color shall be harmonious.

2. Lighting design in connection with street hardware shall meet the criteria applicable to site, landscape, buildings and signs.

3. Wall and ground signs shall be part of the architectural concept. Size, color, lettering, location, and arrangement shall be harmonious with the building design and shall incorporate the logo symbol of the area approved by the village, a copy of which is attached to ordinance G-272 and labeled exhibit B, and hereby made a part hereof by reference. (Ord. G-695, 3-26-2002)

13-8-6: CERTIFICATE OF APPROPRIATENESS:

- A. Required: No building permit or other permit otherwise required under the ordinances of the Village for the erection, construction, exterior alteration or repair of any building or structure in the Historic Graue Mill Gateway Area shall be issued by the Director of Community Development except upon the issuance of a certificate of appropriateness by the President and Board of Trustees. Such certificate of appropriateness may only be issued after a public hearing has been held before the Plan Commission of the Village in accordance with the public hearing procedures set forth herein and after the President and Board of Trustees of the Village approve the gateway development plan for the property involved.
- B. Application And Hearing: Upon the filing of an application for a building permit for which a certificate of appropriateness is or may be required, the applicant shall concurrently file with the Village Clerk an application for a certificate of appropriateness, which application shall include all the information and material required pursuant to Sections 13-8-7 and 13-8-8 of this Chapter. Such application shall be referred to the plan commission by the president and board of trustees upon verification of the completeness of said application. The fact that an application for a certificate of appropriateness has been filed shall not be cause for the director of community development to delay the review of plans relating to the building and zoning aspects of the project while said application is pending. The plan commission shall thereupon fix a reasonable time, within forty five (45) days, for a hearing and give a written five (5) day notice thereof to the applicant. Upon such hearing the commission shall consider the application for a certificate of appropriateness and, if necessary, receive additional evidence (such as exterior elevation renderings) from the applicant or his agent or attorney and from the village personnel or other persons as to whether the external architectural features of the proposed building or structure comply with the provisions of this chapter. All testimony given at such hearing shall be under oath. (Ord. G-272, § 1, 11-11-1980)



VILLAGE OF OAK BROOK

1200 OAK BROOK ROAD

OAK BROOK, IL 60523

630-368-5106

PETITION APPLICATION for PUBLIC HEARING

ZONING ORDINANCE:

☐ APPEAL (\$300)

☐ VARIATION (\$750)

☐ AMENDMENT (\$750)

☐ SPECIAL USE (\$750)

☒ CERTIFICATE OF APPROPRIATENESS (\$500)

STORMWATER: ☐ VARIATION (\$750)

PUBLIC HEARING SIGNS (\$50- each lot frontage)

☐

- Enter Number of Street Frontages/Per Parcel

APPLICANT TO COMPLETE

NOTE: ALL APPLICATIONS ARE TO BE RECEIVED BY THE DIRECTOR OF DEVELOPMENT SERVICES AND AFTER AN INITIAL REVIEW WILL BE FILED WITH THE VILLAGE CLERK.

LOCATION OF

SUBJECT PROPERTY 3824 York Road PERMANENT PARCEL NO* 06-36-308-029

LOT NO. 1 SUBDIVISION J Lynch's Assessment "Subdiv" LEGAL ADDRESS* 3824 York Road

ZONING DISTRICT B3 ZONING ORDINANCE SECTION 13-8.6 ACTION REQUESTED Amend the

existing Certificate of Appropriateness S-1529 to replace existing signage to Millennium Bank

PROPERTY INTEREST OF APPLICANT:

OWNER

☒

CONTRACT PURCHASER

☐

AGENT
TENANT

☒

OWNER(S) OF RECORD Alan Rocca 10384

PHONE 630-323-5800

ADDRESS 3824 York Road CITY OAK BROOK

STATE IL ZIP 60523

BENEFICIARY(IES) OF TRUST Chicago Title Land

PHONE 312-223-4110

ADDRESS 10 S. LaSalle St. #2750 CITY Chicago

STATE IL ZIP 60603

NAME OF APPLICANT (and Billing Information) Millennium Bank

PHONE 847-296-9500

ADDRESS 2077 Miner Street CITY Des Plaines

STATE IL ZIP 60016

Contact Name and E-mail Address(s) Toni Gonzalez : tgonzalez@mb.bank

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

Signature of Owner

9/11/24
Date

Signature of Applicant

07/11/24
Date

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

Date Filed 9/23/24

Fee Paid \$ 550

Receipt No. 753667
753668

Received By CC

Board of Trustees (Referral) 10/8/24 Notice Published 10/16/24 Newspaper Daily Herald

Adj. Property Owners Notified 10/16/24

PUBLIC HEARING DATES: Planning & Zoning Commission 11/6/24

Board of Trustees 12/10/24

Board of Trustees 12/10/24
(Approval of Ordinance)

SIGNED - VILLAGE CLERK

Delasha Sarpint

Date

NAMES OF SURROUNDING PROPERTY OWNERS

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

Note: The people on this list will be notified by mail with the information about your request and the meeting schedule.

NAME OF PROPERTY OWNER	MAILING ADDRESS OF PROPERTY OWNER	PROPERTY ADDRESS	PARCEL NUMBER
Daiva Biora	916 OAKWOOD TER. HINSDALE, IL 60521	110 ZIP: 60521 950 YORK RD. #100 HINSDALE, IL	901224010
Jay Mcrae	499 HOGAN RD. NASHVILLE, TN 37220	202 950 YORK RD. #100 HINSDALE, IL	901224012
Jay Mcrae	499 HOGAN RD. NASHVILLE, TN 37220	203 950 YORK RD. #100 HINSDALE, IL	901224014
Jay Mcrae	499 HOGAN RD. NASHVILLE, TN 37220	204 950 YORK RD. #100 HINSDALE, IL	901224015
JRK Holdings LLC	950 YORK RD. #206 HINSDALE, IL 60521	950 YORK RD. #206 HINSDALE, IL	901224017
CKK Partners	950 YORK RD. #208 HINSDALE, IL 60521	950 YORK RD. #208 HINSDALE, IL	901224022
Rosemary & Greg Daniels	20121 N. 76 TH ST. #1052 SCOTTSDALE, AZ 85253	950 YORK RD. #100 HINSDALE, IL	901224023
DDS Real Estate LLC	950 YORK RD. #101 HINSDALE, IL 60521	950 YORK RD. #101 HINSDALE, IL	901224024
DUPAGE Forest Preserve	PO BOX 5000 WHEATON, IL 60189	3810 SPRING RD. OAK BROOK, IL 60523	0636308009
Salahuddin Abbasi	3900 YORK RD. OAK BROOK, IL 60523	3900 YORK RD. OAK BROOK, IL 60523	0636308010
Alan Rocca	114 CANTERBURY, LN. OAK BROOK, IL 60523	3824 YORK RD. OAK BROOK, IL 60523	0636308029
EM Enterprises INC.	3821 S. YORK RD. OAK BROOK, IL 60523	3821 S. YORK RD. OAK BROOK, IL 60523	0636405003
McDonalds Corporate			
EST Investments	950 YORK RD. #102 HINSDALE, IL 60521	950 YORK RD. #102 HINSDALE, IL	0901224002

(Attach additional sheets if necessary)

Certification Surrounding Property Owners

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

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

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

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

Alan Rocca

Printed Name of Owner

Toni Gonzalez

Printed Name of Applicant



Signature of Owner

9-11-24

Date



Signature of Applicant

Date

BILL TO INFORMATION:

Millennium Bank

Print Name/Company

Toni Gonzalez

Contact Person

847 325-0407

Contact Phone

2077 Miner Street Des Plaines, IL 60018

Address To be Billed

847-290-9500

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.

C

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

- Page 286 of 424

LEGAL DESCRIPTION

PARCEL 1:

LOT 1 IN J. LYNCH'S ASSESSMENT RESUBDIVISION OF PART OF TRACT B IN J. LYNCH SECOND PLAT OF SURVEY (RECORDED FEBRUARY 11, 1954 AS DOCUMENT NUMBER 707775) AS PART OF LOT 1 IN GMOSER AND BLUMA'S PLAT OF SURVEY (RECORDED JUNE 18, 1949 AS DOCUMENT 5700940, IN THE SOUTH ½ OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID J. LYNCH'S ASSESSMENT RESUBDIVISION RECORDED MAY 2, 1957 AS DOCUMENT 840938, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF TRACT B, J. LYNCH 2ND PLAT OF SURVEY (DOCUMENT NO. 707775). A PART OF LOT 1, GMOSER AND BIUMA'S PLAT OF SURVEY SITUATED IN THAT PART OF THE SOUTH ½ SECTION OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTH EAST ¼ OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE EAST ALONG THE SOUTH LINE OF SECTION 36, A DISTANCE OF 280.5 FEET TO A POINT IN THE CENTER LINE OF SPRING ROAD AS NOW PLATTED AND RECORDED; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID SPRING ROAD, A DISTANCE OF 245.90 FEET TO THE POINT OF BEGINNING, THENCE STILL ALONG SAID CENTER LINE OF SPRING ROAD, A DISTANCE OF 85.0 FEET TO A POINT, THENCE SOUTH 62 DEGREES 01 MINUTE WEST, A DISTANCE OF 175.0 FEET TO A POINT, THENCE SOUTH 27 DEGREES 59 MINUTES EAST, A DISTANCE OF 60 FEET TO A POINT; THENCE NORTH 70 DEGREES 09 MINUTES EAST, A DISTANCE OF 176.78 FEET TO THE POINT AND POINT OF BEGINNING, EXCEPT THAT PORTION LYING IN SPRING ROAD, DEDICATED FOR HIGHWAY PURPOSES, ALL IN DUPAGE COUNTY, ILLINOIS

The Property or its address is commonly known as 3824 York Road, Oak Brook, IL 60523. The Real Property tax identification number is 06-36-308-029.

COMPLIANCE WITH
"AN ACT TO REQUIRE DISCLOSURE OF ALL BENEFICIAL INTERESTS"

765 ILCS 405/1, ET AL (1993)

NAME OF TRUSTEE: Chicago Title Land Trust Company

PPN #: 06-36-308-013 ; 06-36-308-014

PROPERTY ADDRESS: 3824 York Rd. OAK BROOK, IL 60523

NAME & ADDRESS OF BENEFICIARIES:

1. Alan Rocca 3824 York Rd. OAK BROOK, IL 60523

2. _____

3. _____

The above and foregoing is a complete disclosure of all beneficiaries and/or holders of any beneficial interest in the above named trust.

STATE OF ILLINOIS)

COUNTY OF DUPAGE) SS

Alan Rocca

Being first sworn on oath deposes and states that he/she has read the above and foregoing disclosure of beneficiaries of a land trust by him/her subscribed, knows the contents thereof and that the same are true and correct.

[Signature]
Signature

Subscribed and sworn to before me this 11 day
of September, 2024.

(SEAL)

[Signature]
Notary Public



Please Deposit Check in: Zoning Account 10-4302

For:

MB Bank – Cert of Appropriateness

NOTE: 2 check(s) – Total **\$ 550**

Variations Application **\$500**
Public Hearing Signs (1) **\$50**

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

MISCELLANEOUS PAYMENT RECPT#: 753667
DATE: 10/08/24 TIME: 12:30:28
CLERK: pstone DEPT:
CUSTOMER#:

COMMENT: VARIATIONS APPLICATI

REVENUE:
1 10 43020 500.00
ZONING/SUBDIV APPLICATION
ZONING/SUBDIVISION
CASH:
99 1105 500.00
CASH -PLD

AMOUNT PAID: 500.00

PAID BY: MILLENNIUM BANK
PAYMENT METH: CHECK
014034

REFERENCE: MILLENNIUM B

AMT TENDERED: 500.00
AMT APPLIED: 500.00
CHANGE: .00

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

MISCELLANEOUS PAYMENT RECPT#: 753668
DATE: 10/08/24 TIME: 12:33:48
CLERK: pstone DEPT:
CUSTOMER#:

COMMENT: PUBLIC HEARING SIGNS

REVENUE:
1 10 43020 50.00
ZONING/SUBDIV APPLICATION
ZONING/SUBDIVISION
CASH:
99 1105 50.00
CASH -PLD

AMOUNT PAID: 50.00

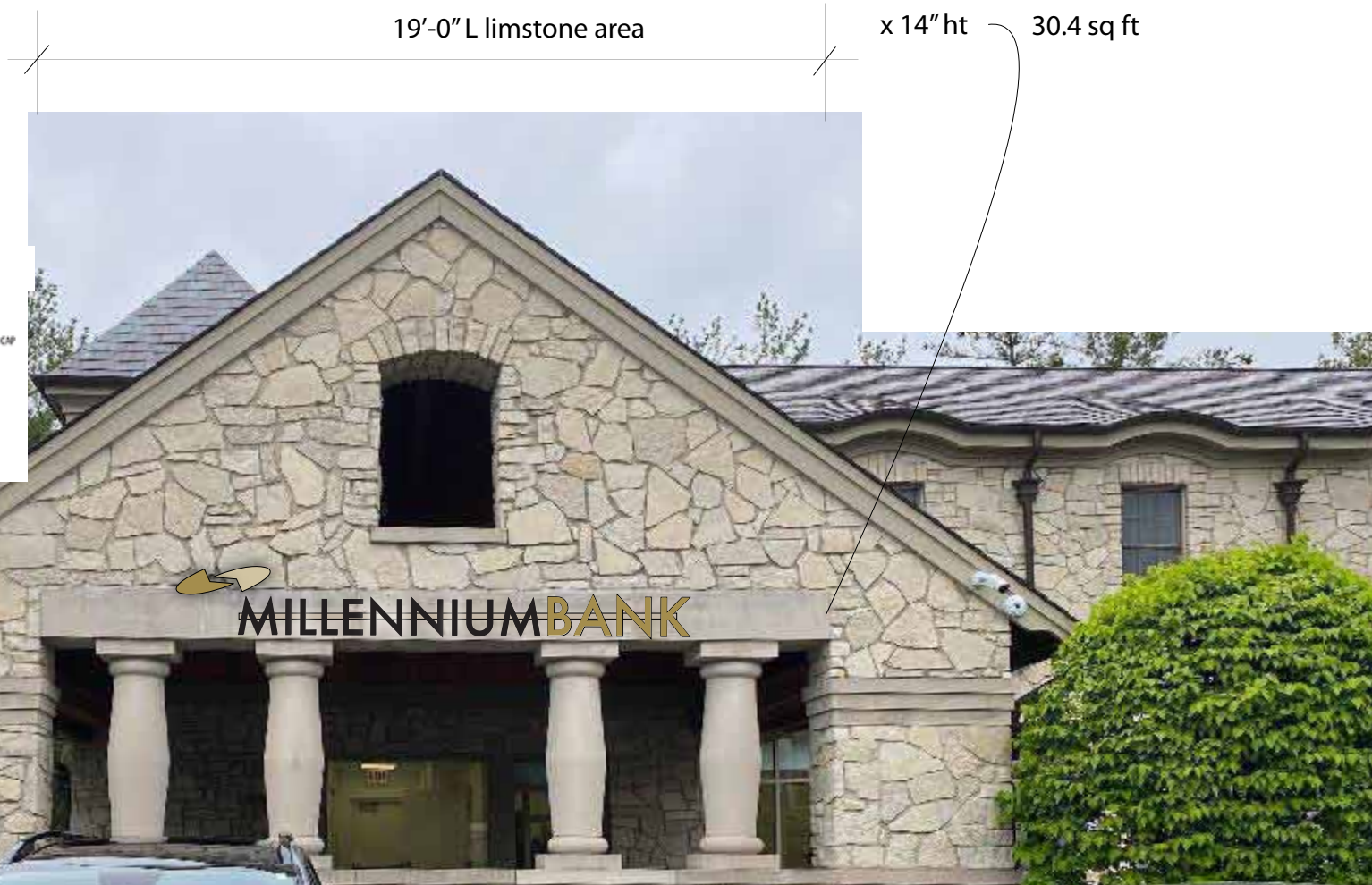
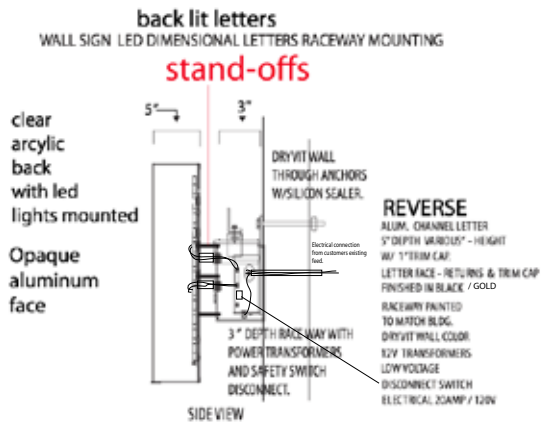
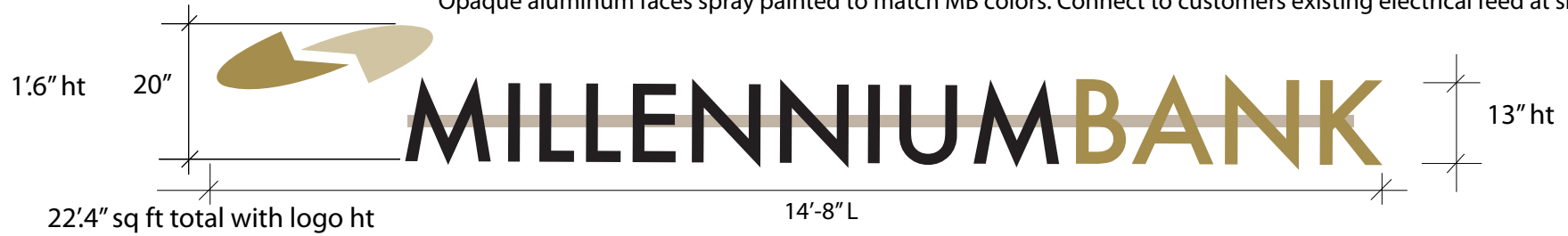
PAID BY: MILLENNIUM BANK
PAYMENT METH: CHECK
014033

REFERENCE: MILLENNIUM B

AMT TENDERED: 50.00
AMT APPLIED: 50.00
CHANGE: .00

G

Individual channel back lit led aluminum letters on a thin rail raceway limestone color.
 Opaque aluminum faces spray painted to match MB colors. Connect to customers existing electrical feed at sign site.



12V POWER SUPPLIES LOW VOLTAGE

Optic White 1.2w leds w/ lens
 20AMP DISCONNECT SWITCH
 60w power supply
 (120 volt/1.2 amps)

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.

COMPANY: **MILLENNIUMBANK**
 LOCATION: 3824 York rd
 JOB NO. Oakbrook IL

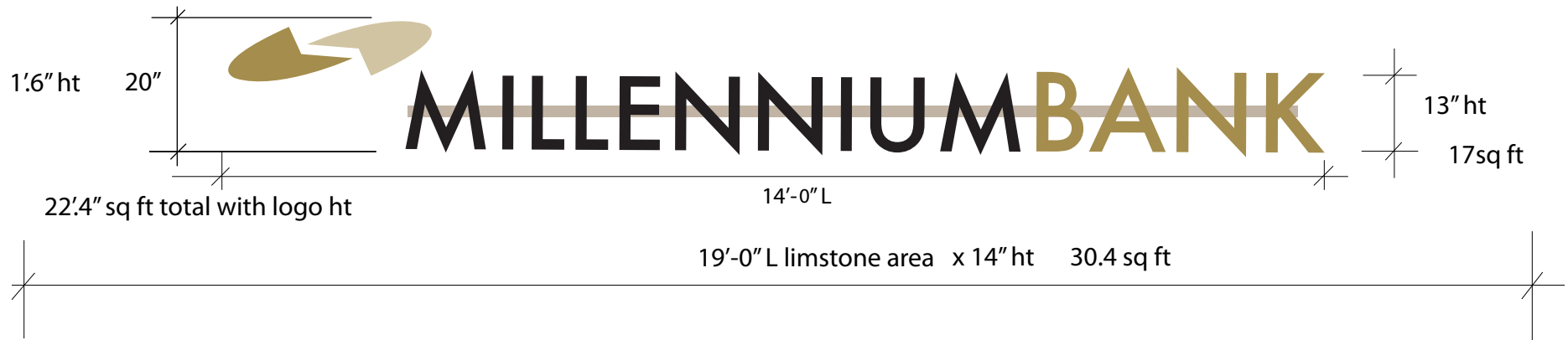
THESE DRAWINGS ARE THE PROPERTY OF THE HOLLAND DESIGN GROUP, INC. AND ANY USE OR DUPLICATION OF THE DESIGNS OR ARTWORK ARE SUBJECT TO THE REGULATION AND CONTROL OF THE ORIGINATOR, THE HOLLAND DESIGN GROUP, INC.

DATE: 6-9-24
 DRAWN BY: Sh



The Holland Design Group Inc
 SIGNS DESIGN FABRICATION INSTALLATION
 1090 Brown St Wauconda, IL 60084
 847 526-8848
 artsign5@aol.com
 thehollanddesigngroupinc.com
 #thehollandsigns





Individual channel back lit led aluminum letters on a thin rail raceway limestone color.
 Opaque aluminum faces spray painted to match MB colors. Connect to customers existing electrical feed at sign site.



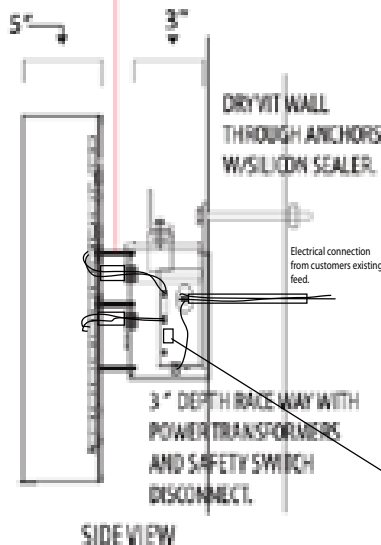
Wall sign s.f.
 back lit letters

WALL SIGN LED DIMENSIONAL LETTERS RACEWAY MOUNTING

stand-offs

clear acrylic
 back
 with led
 lights mounted

Opaque
 aluminum
 face



REVERSE

ALUM. CHANNEL LETTER
 5" DEPTH VARIOUS" - HEIGHT
 W/ 1" TRIM CAP.
 LETTER BACK - RETURN & TRIM CAP
 FINISHED IN BLACK / GOLD

RACEWAY PAINTED
 TO MATCH BLDG.
 DRYVIT WALL COLOR.
 12V TRANSFORMERS
 LOW VOLTAGE
 DISCONNECT SWITCH
 ELECTRICAL 20AMP / 120V

12V POWER SUPPLIES
 LOW VOLTAGE

Optic White 1.2w leds w/ lens
 20AMP DISCONNECT SWITCH
 60w power supply
 (120 volt/1.2 amps)



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.

Logo colors to match



COMPANY: **MILLENNIUMBANK**
 LOCATION: 3824 York rd
 JOB NO. Oakbrook IL

THESE DRAWINGS ARE THE PROPERTY OF
 THE HOLLAND DESIGN GROUP, INC. AND ANY
 USE OR DUPLICATION OF THE DESIGNS OR
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 AND CONTROL OF THE ORIGINATOR, THE
 HOLLAND DESIGN GROUP, INC.

DATE: 6-9-24
 DRAWN BY: Sh

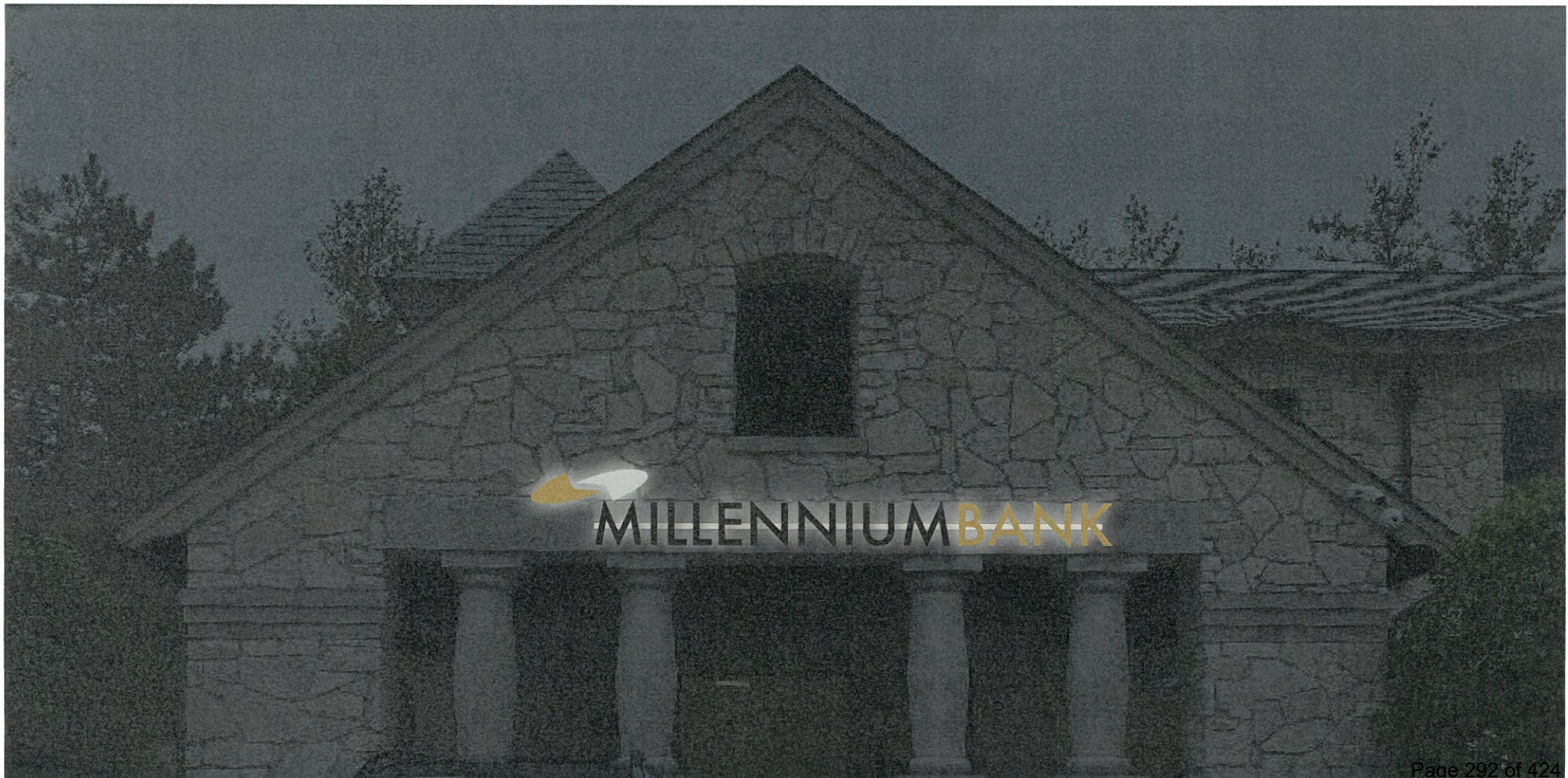


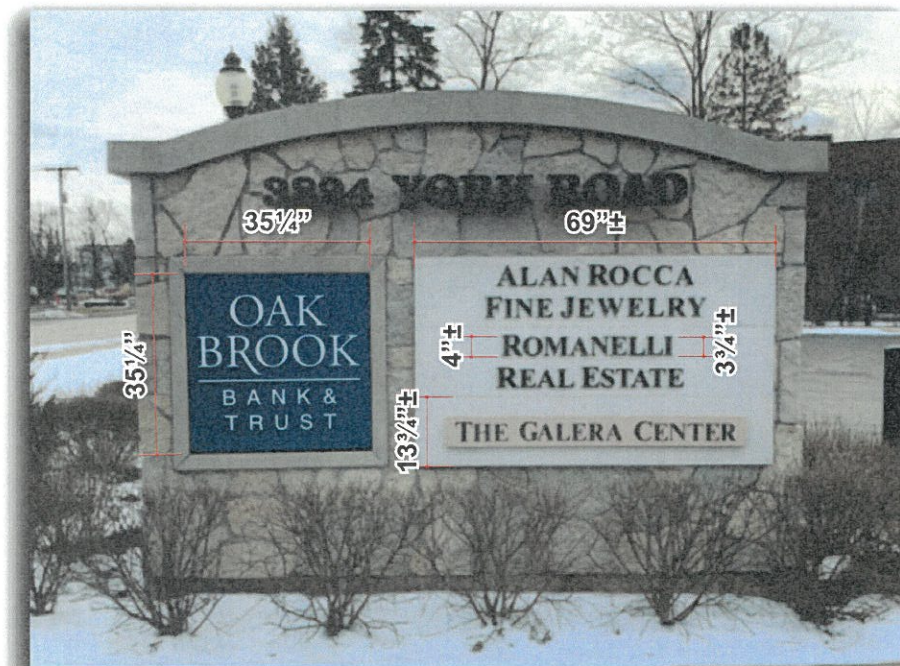
The Holland Design Group Inc
 SIGNS DESIGN FABRICATION INSTALLATION
 1090 Brown St Wauconda, IL 60084
 847 526-8848
 artsign5@aol.com
 thehollanddesigngroupinc.com
 #thehollandsigns

Individual channel back lit led aluminum letters on a thin rail raceway

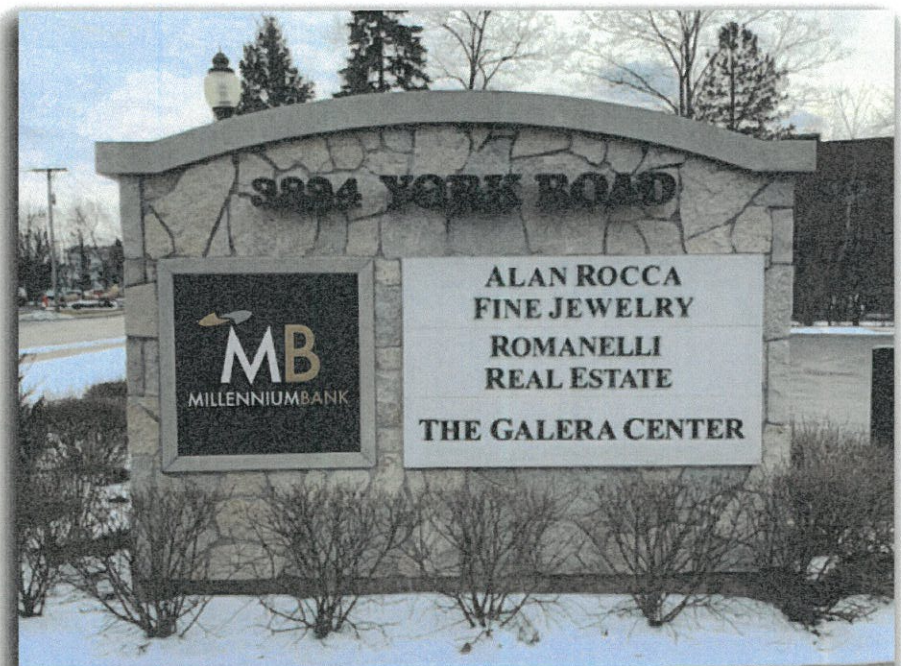
 MILLENNIUMBANK

 MILLENNIUMBANK





Northwest Sign Elevation - Before



Northwest Sign Elevation - **AFTER**

OLYMPIK
SIGNS

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

MB
MILLENNIUM BANK
3824 York Road
Oak Brook, IL 60523

drawn by
MEGAN K

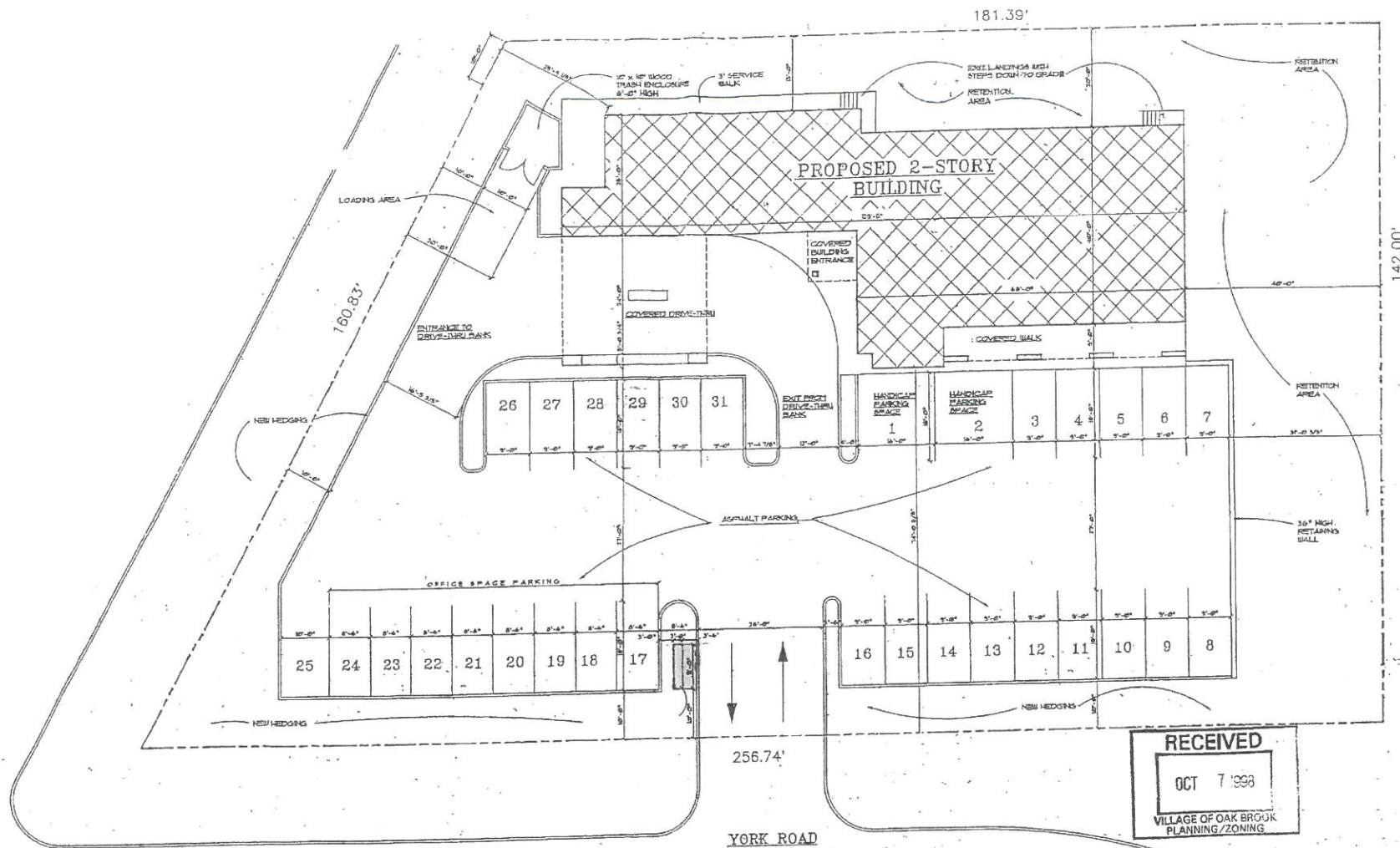
* Job #: 24-9889
* 05-28-24
* rev.# 06-13-24

Comments:

SIGN CONCEPT

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.

Page 4



SITE DATA

SITE AREA = 31119 SQ. FT.
BUILDING AREA = 8570 SQ. FT.
FIRST FLOOR AREA = 4285 SQ. FT.
SECOND FLOOR AREA = 4285 SQ. FT.

PARKING DATA:
OFFICE AREA = 4800 SQ. FT. $\times$ 1/300 = 16 SPACES
RETAIL AREA = 3770 SQ. FT. $\times$ 1/250 = 15 SPACES
TOTAL PARKING REQUIRED = 31 SPACES
TOTAL PARKING PROVIDED = 31 SPACES



SITE PLAN

DATE: SEPTEMBER 30, 1998



OAK BROOK
Illinois

ITEM 10.A.11.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
December 10, 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-1717, 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 recycling of IT equipment from various departments that have reached the end of their useful lives and have been replaced with newer models. Hard drives and operating systems on the computers and laptops have been removed and will be disposed of separately. The tablets have been reset to the manufacturer settings.

Staff will contact Digital R-E-D of Batavia, Illinois, who will recycle our technology efficiently and safely in an environmentally sustainable manner. Digital R-E-D has a zero landfill policy and is focused on providing recycling transparency. Digital R-E-D has previously provided this service for the Village and there is no charge for this service.

Recommendation:

Staff recommends that the Village Board adopt the attached ordinance authorizing the recycling of surplus items.

Attachments:

1. Ordinance S-1717 - IT Ordinance 120324

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE

2024-PP-S-1717

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 10th day of December 2024

ORDINANCE 2024-PP-S-1717

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 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.

APPROVED THIS 10th day of December 2024.

Laurence E. Herman
Village President

PASSED THIS 10th day of December 2024.

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Netasha Scarpiniti
Village Clerk

SERIAL#	Model	TYPE	BRAND
H3K2PW1	OPTIPLEX 3010	DESKTOP	DELL
2H0B942	OPTIPLEX 3020	DESKTOP	DELL
2H1D942	OPTIPLEX 3020	DESKTOP	DELL
8KG9YJ2	OPTIPLEX 3050	DESKTOP	DELL
8KK7YJ2	OPTIPLEX 3050	DESKTOP	DELL
8NQM7M2	OPTIPLEX 3050	DESKTOP	DELL
D1HDYJ2	OPTIPLEX 3050	DESKTOP	DELL
D1QDYJ2	OPTIPLEX 3050	DESKTOP	DELL
H3J2PW1	OPTIPLEX 3010	DESKTOP	DELL
8JS2GB2	OPTIPLEX 3040	DESKTOP	DELL
8JS3GB8	OPTIPLEX 3040	DESKTOP	DELL
8JSVFB2	OPTIPLEX 3040	DESKTOP	DELL
8JSWFB2	OPTIPLEX 3040	DESKTOP	DELL
25ZJLR2	OPTIPLEX 3060	DESKTOP	DELL
277BLR2	OPTIPLEX 3060	DESKTOP	DELL
28ZBLR2	OPTIPLEX 3060	DESKTOP	DELL
3F4HZ23	OPTIPLEX 3070	DESKTOP	DELL
3F7CZ23	OPTIPLEX 3070	DESKTOP	DELL
3F7DZ23	OPTIPLEX 3070	DESKTOP	DELL
3F89Z23	OPTIPLEX 3070	DESKTOP	DELL
3FDBZ23	OPTIPLEX 3070	DESKTOP	DELL
3FJHZ23	OPTIPLEX 3070	DESKTOP	DELL
7H964Z2	OPTIPLEX 3070	DESKTOP	DELL
7HH74Z2	OPTIPLEX 3070	DESKTOP	DELL
7HK94Z2	OPTIPLEX 3070	DESKTOP	DELL
7HL84Z2	OPTIPLEX 3070	DESKTOP	DELL
7HS44Z2	OPTIPLEX 3070	DESKTOP	DELL
7JQ94Z2	OPTIPLEX 3070	DESKTOP	DELL
7JR54Z2	OPTIPLEX 3070	DESKTOP	DELL
7JS84Z2	OPTIPLEX 3070	DESKTOP	DELL
7K144Z2	OPTIPLEX 3070	DESKTOP	DELL
7K154Z2	OPTIPLEX 3070	DESKTOP	DELL
7KO54Z2	OPTIPLEX 3070	DESKTOP	DELL
3F58Z23	OPTIPLEX 3070	DESKTOP	DELL
3G4BZ23	OPTIPLEX 3070	DESKTOP	DELL
3F8CZ23	OPTIPLEX 3070	DESKTOP	DELL
7HL44Z2	OPTIPLEX 3070	DESKTOP	DELL
3FKGZ23	OPTIPLEX 3070	DESKTOP	DELL
8JS4GB2	OPTIPLEX 3070	DESKTOP	DELL
043583594653	SURFACE PRO	DESKTOP	DELL

63401205796	VERITON VX2640GE	DESKTOP	ACER
D380P0593535	SLV-D380P	DVD	SONY
00879-002484	260180	DVD-DUP	ALERATEC
U63274L3J558736	FX2840	FAX	BROTHER
0017C583298E	APL22-07F	FIREWALL	SONICWALL TZ 100
3JTYA66594	CF-31WBLAXLM	LAPTOP	PANASONIC
3JTYA66695	CF-31WBLAXLM	LAPTOP	PANASONIC
4CTYA97221	CF-31WBLAXLM	LAPTOP	PANASONIC
fb33l12	LAT-E5540	LAPTOP	DELL
CNBF170009	LJCP1525NW	LASER PRINTER	HP
PHBB111956	LJPM404DN	LASER PRINTER	HP
PHBB113025	LJPM404DN	LASER PRINTER	HP
PHBB605170	LJPM404DN	LASER PRINTER	HP
J19C013811	ET1717L	LCD	ELO
J19C013812	ET1717L	LCD	ELO
L19C006636	ET1717L	LCD	ELO
727428120C	ET1915L	LCD	ELO
K10L049657	ET1915L	LCD	ELO
K10L137860	ET1915L	LCD	ELO
CN0DW7117162308K2628	P2412HB	LCD	DELL
CN0KG49T7426128A0W8U	P2412HB	LCD	DELL
CN0KG49T7426128A0WEU	P2412HB	LCD	DELL
MX-04X6C0-74262-OB1- 2LKU	ST2420LB	LCD	DELL
7WYM072	U2417H	LCD	DELL
610NTAB13312	LG 34ub57	MOITOR	LG
CN0F8NDP742610971LPU	P2411HB	MONITOR	DELL
210235T75YF18B000023	ADM16P16	NVR	SCW
90061875	TVR4208-000	NVR	TRUVISION
17352SC81400747	ISC250-31T2591B	POS	INGENICO
17352SC81400766	ISC250-31T2591B	POS	INGENICO
17352SC81400788	ISC250-31T2591B	POS	INGENICO
17352SC81400832	ISC250-31T2591B	POS	INGENICO
17352SC81400873	ISC250-31T2591B	POS	INGENICO
17352SC81400909	ISC250-31T2591B	POS	INGENICO
17352SC81400930	ISC250-31T2591B	POS	INGENICO
17352SC81400932	ISC250-31T2591B	POS	INGENICO
17352SC81400933	ISC250-31T2591B	POS	INGENICO
17352SC81400942	ISC250-31T2591B	POS	INGENICO
17352SC81400950	ISC250-31T2591B	POS	INGENICO

18274SC81480667	ISC250-31T2591B	POS	INGENICO
18275SC81481348	ISC250-31T2591B	POS	INGENICO
19042SC81539786	ISC250-31T2591B	POS	INGENICO
J4PG300348	TM-T88IV/M129h	PRINTER	EPSON
J4PG300349	TM-T88IV/M129h	PRINTER	EPSON
J4PG301572	TM-T88IV/M129h	PRINTER	EPSON
J4PG301576	TM-T88IV/M129h	PRINTER	EPSON
J4PG302056	TM-T88IV/M129h	PRINTER	EPSON
J4PG310556	TM-T88IV/M129h	PRINTER	EPSON
J4PG311570	TM-T88IV/M129h	PRINTER	EPSON
J4PG311583	TM-T88IV/M129h	PRINTER	EPSON
MXDF761013	TM-T88IV/M244A	PRINTER	EPSON
X6WY083538	TM-T88IV/M338A	PRINTER	EPSON
X6WY098614	TM-T88IV/M338A	PRINTER	EPSON
X6WY098661	TM-T88IV/M338A	PRINTER	EPSON
X2NN186225	TM-U220B/M188B	PRINTER	EPSON
X2NN189472	TM-U220B/M188B	PRINTER	EPSON
FOC1919Y4MU	WS-C2960+48TC-L V01	SWITCH	CISCO
FCW1909A1DM	WS-C2960X-24PS-L V02	SWITCH	CISCO
FOC1901S51W	WS-C2960X-24PS-L V02	SWITCH	CISCO
FOC1913S009	WS-C2960X-24PS-L V02	SWITCH	CISCO
FCW1949B3SP	WS-C2960X-24PS-L V03	SWITCH	CISCO
FCW1949B484	WS-C2960X-24PS-L V03	SWITCH	CISCO
FCW1942B72M	WS-C2960X-48LPS-L V02	SWITCH	CISCO
FCW1942B72Z	WS-C2960X-48LPS-L V02	SWITCH	CISCO
FCW1942B73T	WS-C2960X-48LPS-L V02	SWITCH	CISCO
FCW1942B7BD	WS-C2960X-48LPS-L V02	SWITCH	CISCO
FOC1942S327	WS-C2960X-48LPS-L V02	SWITCH	CISCO
CAT0952Z4K4	WS-C3560-24PS-S V05	SWITCH	CISCO
FDO1816Z467	WS-C3560X-48P-S V06	SWITCH	CISCO
FDO2042Q0GR	WS-C3650-48TD-L V04	SWITCH	CISCO
7ITTA08918	CF-33LE-00VM	TABLET	PANASONIC
7ITTA09047	CF-33LE-00VM	TABLET	PANASONIC
7ITTA09056	CF-33LE-00VM	TABLET	PANASONIC
7ITTA09080	CF-33LE-00VM	TABLET	PANASONIC
7ITTA09081	CF-33LE-00VM	TABLET	PANASONIC

7ITTA09125	CF-33LE-00VM	TABLET	PANASONIC
7ITTA09180	CF-33LE-00VM	TABLET	PANASONIC
C0K0ZV1	T7500	TOWER	DELL
D5L68M2	PE T330	TOWER	DELL
JRBZZQ1	OPTIPLEX 780	DESKTOP	11/13/2024
NCT1UY7BAA	TI CSU ACE	APPLIANCE	ADTRAN
4243908F1#CMT	TOTAL ACCESS 900E	APPLIANCE	ADTRAN
000000B3503261	SV8300/CHS2U-US	APPLIANCE	NEC
000000B3503270	SV8300/CHS2U-US	APPLIANCE	NEC
000000B3503260	SV8300/CHS2U-US	APPLIANCE	NEC
000000B3503259	SV8300/CHS2U-US	APPLIANCE	NEC
000000B3501713	SV8300/CHS1U-ACUS	APPLIANCE	NEC
000000B3501718	SV8300/CHS1U-ACUS	APPLIANCE	NEC
FDO2049E0M8	WS-C3650-24TD-L V04	SWITCH	CISCO



ITEM 10.A.12.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
December 10, 2024

SUBJECT: LPR's and Overwatch Cameras for Hunter Trails Homeowner Association

FROM: Brian Strockis, Chief of Police

BUDGET SOURCE/BUDGET IMPACT: \$17,854.19 from account: 153-90100

RECOMMENDED MOTION: I move to approve Resolution R-2250 authorizing the purchase of two License Plate Recognition (LPR) cameras and two over watch cameras from Minuteman for the Hunter Trails Homeowner Association (Residential Streets), and further authorizing the Village Manager to sign the five-year maintenance and database access agreements, pending final attorney review and approval.

Background/History:

The Village of Oak Brook and most of the west suburban region has experienced an increase in catalytic converter thefts, vehicle thefts and burglaries. Often, these crimes are committed using a stolen vehicle or vehicle with a stolen license plate affixed. The Village Board requested the Police Department explore what measures we can take to ensure the safety and quality of life of our residents, visitors and businesses.

Our research and experience with this technology indicates that utilizing these assets to assist us with prevention as well as the apprehension of criminals is an efficient use of resources. Oak Brook and many of the surrounding communities are now employing the use of high quality license plate recognition systems either in a mobile platform or fixed site installation. These systems are tied together with a nationwide database that has been very effective in tracking wanted vehicles, stolen vehicles and stolen license plates. These systems alert police officers in real time of wanted vehicles that are in their jurisdictions.

The system we have identified is by Minuteman who has also prepared all the quotes for Oak Brook Subdivision LPR's, and is presently the vendor for the majority of our existing LPR's. Minuteman Security Technologies is an enterprise security system technologies developer and service company located in Tinley Park, Illinois. Minuteman has over 30 years in business with 190 employees and over 50 million in annual revenue.

License plate reads through this system are integrated through Minuteman's Unity software which, in turn, integrates with our FUSUS platform. Existing Minuteman LPR's in the Village have been reliable and effective. Any data access or use is covered by the same rules as our access to Illinois State Police LEADS (Law Enforcement Agencies Data System) data and must adhere to Federal CJIS (Criminal Justice Information System) rules for security and access. The Village offered a 50/50 cost sharing program continuing in 2024 for interested subdivisions.

After careful review, the following HOA has entered into an agreement with the Village and will provide payment for fifty percent of equipment, installation, and recurring expenses for a five year period:

Hunter Trails: \$17,854.19 (\$8,927.09 HOA) + \$5,032.00 (\$2,516.00 HOA) years 2 - 5

Initial installation and licensing costs total \$17,854.19 (\$8,927.09 reimbursed by the HOA) with recurring expenses covering years two through five of \$2,516.00 (\$1,258.00 reimbursed by the HOA).

Recommendation:

Staff recommends that the Village Board approve the purchase of two License Plate Recognition (LPR) cameras and two over watch cameras from Minuteman for the Hunter Trails Homeowner Association (Residential Streets) for the HOA 50/50 LPR program, pending final attorney review and Village Manager signature, pending final attorney review and approval.

Attachments:

1. R-2250 Hunter Trails LPR Resolution
2. Hunter Trails Minuteman_Security_Technologies.Vax036029.v2.10

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2024-PD-AG-LPR-PG-HOA-R-2250

A RESOLUTION
APPROVING AND AUTHORIZING
THE PURCHASE OF TWO LICENSE PLATE RECOGNITION
CAMERAS AND TWO OVERWATCH CAMERAS FOR HUNTER
TRAILS HOMEOWNER ASSOCIATION AND THE EXECUTION
OF RELATED DATABASE AND MAINTENANCE AGREEMENTS

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

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

Village Board

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

RESOLUTION NO. 2024-PD-AG-LPR-PG-HOA-R-2250

A RESOLUTION
APPROVING AND AUTHORIZING
THE PURCHASE OF TWO LICENSE PLATE RECOGNITION CAMERAS AND TWO
OVERWATCH CAMERAS FOR HUNTER TRAILS HOMEOWNER ASSOCIATION AND THE
EXECUTION OF RELATED DATABASE AND MAINTENANCE AGREEMENTS

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

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

WHEREAS, the Village and most of the west suburban region has experienced an increase in catalytic converter thefts, vehicle thefts and burglaries resulting in Village Staff being directed to explore what measures can be taken to ensure the safety and quality of life of Village residents, visitors and businesses;

WHEREAS, the research conducted by Village Staff indicates that utilizing technology including license plate recognition cameras to assist the Village with prevention as well as the apprehension of criminals would be an efficient use of resources;

WHEREAS, Minuteman Security Technologies (hereinafter referred to as "Company") is an enterprise security system technologies developer and service company;

WHEREAS, License plate reads through this system are integrated through Minuteman's Unity software which, in turn, integrates with the Village's FUSUS platform and any data access or use is covered similar to Illinois State Police LEADS (Law Enforcement Agencies Data System) data and must adhere to Federal CJIS (Criminal Justice Information System) rules for security and access;

WHEREAS, as the existing Minuteman LPR's in the Village have been reliable and effective, the Village continues to offer a 50/50 cost sharing program through 2024 for interested property owner groups (the "Village Program");

WHEREAS, Company has prepared and submitted a proposal covering the purchase and maintenance of License Plate Recognition (LPR) cameras, overwatch cameras, the initial installation, and licensing costs for the Hunter Trails Homeowners Associations (the "Agreement"), a copy of which is attached hereto and incorporated herein as Exhibit A;

WHEREAS, Staff recommends approval from the Corporate Authorities to purchase the License Plate Recognition System(s) from Company and subject to the Village Program for the reasons provided for herein;

WHEREAS, the Village is interested in contracting with Company for the aforementioned purposes and as set forth in the Agreement, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to enter into the attached agreement with the Company for the purposes referenced herein.

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

Section One – Recitals

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

Section Two – Approval

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

Section Three – Authorization and Direction

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six – Waiver of Bidding Process

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

Section Seven - Acts of Village Officials

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

Section Eight – Effective Date

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

Section Nine - Publication

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

Section Ten – Conflict Clause

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

Section Eleven – Saving Clause

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

Section Twelve – Recording

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

PASSED THIS 10th day of December 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 10th day of December 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Agreement]



We have prepared a quote for you

Oak Brook - Hunter Trails Subdivision

Quote # Vax036029
Version 2

Prepared for:

Oak Brook Police Department

Brian Strockis
bstrockis@oak-brook.org

Scope of Work

Scope:

Hunter Trails Subdivision is interested in having LPR/Overview cameras at 2 separate entrances into this subdivision.

31st St & Hunter Trails Pkwy - (1) LPR & (1) Overview

- Minuteman to install (1) LPR camera on the guard house building to capture license plates as the enter the subdivision.
- Minuteman to install (1) Overview camera on the guard house building to look at the front of vehicles as they approach the guard house
- (1) IPCAM box with POE switch will be installed inside the guard house. This IPCAM box will require an open space to mount on the wall and an available 3 prong outlet to plug into.
- All LPR reads and video data will transmit via cell modem
- (1) sim card and (1) cell modem will be required for this entrance, provided by the Village of Oak Brook.

35th St & Indian Trail Rd

- Minuteman to install (1) LPR camera on a decorative light pole at this entrance to capture license plates as the enter the subdivision.
- Minuteman to install (1) Overview camera on a decorative light pole to look at the front of vehicles as they approach this entrance
- (1) IPCAM box with POE switch will be installed on this decorative light pole
- All LPR reads and video data will transmit via cell modem
- (1) sim card and (1) cell modem will be required for this entrance, provided by the Village of Oak Brook.

Minuteman assumes:

- Assumes all work will be completed during normal business hours of Monday - Friday 7:00AM - 5:00PM.
- That there is not a requirement for prevailing wage and or union labor.

Customer Supplied Connections:

- A high-speed internet connection with a static IP address must be provided by the customer at the head-end location for remote access.
- A network connection must be provided at each specified location. An IP address may also be required.

Payment Info:

- Payment Terms: [Net30].
- Progress payments per AIA form will be submitted.
- Final Payment due upon completion of project.



Recurring Services

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
1 Year Unity Subscription for Vaxtor Camera	\$500.00	\$500.00	2	\$1,000.00	\$1,000.00
1 Year Unity Webhook Subscription (per camera)	\$25.00	\$25.00	4	\$100.00	\$100.00
Peplink PrimeCare - 1-Year	\$79.00	\$79.00	2	\$158.00	\$158.00

Recurring Subtotal: **\$1,258.00**

Subtotal: **\$1,258.00**

Materials

Description	Price	Qty	Ext. Price
Head End Equipment & Software			
VaxALPR LPR Only on Camera License	\$750.00	2	\$1,500.00
VaxALPR MMC & V-Class Extension on Camera License	\$200.00	2	\$400.00
Field Devices			
LPR Cameras			
P1465-LE 29 mm	\$833.24	2	\$1,666.48
T91B47 100-410MM	\$103.24	2	\$206.48
SURVEILLANCE CARD 64 GB	\$40.67	2	\$81.34
Overview Cameras			
Wisenet Q network outdoor vandal bullet camera, 2MP @ 30fps	\$389.25	2	\$778.50
IR Bullet camera Back box. (QNO-7030R/7020R/7010R, QNO-7080	\$36.75	2	\$73.50
Pole Mount Adapter Accessory, use with SBO-100B1, PNO-9080R	\$59.25	1	\$59.25
SURVEILLANCE CARD 256GB	\$169.12	2	\$338.24
IPCam Pwr Box, 3x at/af & 24Vpsv PoE w/Cu Uplink	\$1,105.36	2	\$2,210.72
Peplink MAX BR1 Mini - LTE - US	\$466.67	2	\$933.34
DIN Rail Bracket for BR1-MINI	\$40.00	2	\$80.00
Multi-Band Diversity/Mimo Antenna, Lte, Wifi & G	\$316.67	2	\$633.34



Materials

Description	Price	Qty	Ext. Price
Misc Security Installation Materials	\$250.00	1	\$250.00

Subtotal: **\$9,211.19**

Labor

Description	Price	Qty	Ext. Price
Installation Services	\$3,840.00	1	\$3,840.00
Programming Services	\$1,920.00	1	\$1,920.00
Electrical disconnect on light pole with 24/7 power by Lyons Pinner	\$1,625.00	1	\$1,625.00

Subtotal: **\$7,385.00**

Oak Brook - Hunter Trails Subdivision



Prepared by:

Vaxtor, N.A.

Shawn O'Connell
3314549656
soconnell@minutemanst.com

Prepared for:

Oak Brook Police Department

1200 Oak Brook Rd
Oak Brook, IL 60523
Brian Strockis
(630) 368-8710
bstrockis@oak-brook.org

Quote Information:

Quote #: Vax036029

Version: 2
Delivery Date: 10/15/2024
Expiration Date: 12/31/2024

Quote Summary

Description	Amount	
Recurring Services	\$1,258.00	
Materials	\$9,211.19	
Labor	\$7,385.00	
Total:		\$17,854.19

Recurring Expenses Summary

Description	Amount	
Recurring Services	\$1,258.00	
Recurring Total:		\$1,258.00

Payment Terms: Net 30 Days

Vaxtor, N.A.

Oak Brook Police Department

Signature:

Shawn O'Connell

Name:

Shawn O'Connell

Title:

Executive Account Manager

Date:

10/15/2024

Signature:

Name:

Brian Strockis

Date:



Sales Agreement T&C's

Standard

OPERATION: Customer shall be responsible for: (i) properly testing and setting the system on every closing and to properly turn off the system on each opening (if applicable); (ii) testing any detection device, or other electronic equipment designated in the Proposal prior to setting the System for closed periods; (iii) notifying Minuteman promptly if such equipment fails to respond to the test; and (iv) using and operating the System and the equipment properly and in accordance with proper operating procedures (if customer requires Minuteman Security Technologies). Whenever Minuteman employees or authorized representatives are sent to the Covered Premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, Customer agrees to pay an additional service charge at Minuteman's prevailing rate per occurrence.

DELAYS - INTERRUPTION OF SERVICE: Minuteman shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of Minuteman. Minuteman will not be required to furnish service to Customer while such interruption shall continue.

EXCLUSIONS: Services to be provided by Minuteman pursuant to this Agreement do not include:

- Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment for the System as prescribed by Minuteman and/or the manufacturer of any equipment used in the System, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in the Proposal hereto.
- Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from Minuteman's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non-Minuteman equipment and devices not supplied by Minuteman.
- Electrical work external to the equipment or accessories furnished by Minuteman.

ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage during "normal business hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at Minuteman's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without Minuteman's specific permission, nor permit the same by other contractors. Any work performed by Minuteman to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at Minuteman's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of Minuteman shall be corrected by Minuteman and paid for by Customer in accordance with Minuteman's prevailing rates.

Minuteman shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

LIQUIDATED DAMAGES - MINUTEMAN'S LIMITS OF LIABILITY: Customer understands that Minuteman is not an insurer; that Customer is responsible for obtaining insurance for such reasons or purposes, including theft and vandalism, and in such amounts, as Customer shall

Sales Agreement T&C's

determine. Customer further understands and agrees that the sums payable hereunder to Minuteman are based upon the value of services offered and equipment value provided and such sums are not related to the value of property belonging to Customer or to others located on the Covered Premises. Customer does not and shall not seek indemnity under this Agreement from Minuteman, and specifically waives any rights for indemnity for any damages or losses caused by hazards to customers, invitees, guests, or property of customer or third parties. Customer understands and agrees that the System and the services to be supplied hereunder are designed to detect security breaches, and that MINUTEMAN MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEM OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM. Customer agrees that Minuteman shall not be liable to Customer, its employees, agents or guests, or to any third party, for any losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed upon Minuteman under this Agreement or by negligent acts or omissions of Minuteman, its agents or employees. In all events, it is further agreed that if Minuteman should become liable for any losses or damages for any reason having to do with this Agreement, Minuteman's total liability to Customer shall be limited \$250., which sum the Customer agrees is reasonable. The payment of this amount shall be Minuteman's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer.

INDEMNIFICATION: Each party shall indemnify and hold harmless the other, their trustees, officers, professional staff, employees and agents from and against any loss, damage, claim or liability, including reasonable attorneys' fees (collectively "liabilities"), arising out of the performance of this Agreement to the extent that such liabilities arise from the acts or omissions, negligence, gross or reckless misconduct, or intentional wrongdoing of the indemnifying party, its trustees, officers, professional staff, employees or agents.

WARRANTY: Minuteman Security Technologies, Inc. Full One Year Limited Warranty:

- **What is Covered:** This warranty covers any defects in materials or workmanship, including installation, with the exceptions stated below.
- **How Long Coverage Lasts:** This warranty runs for one year from the date your system was installed and accepted.
- **What Is Not Covered:** This warranty does not cover intentional or un-intentional misuse or of any of the system components or software. The warranty does not cover damage as a result of acts of god (lighting, floods, storms, etc...) or electric surge.
- **What Minuteman Will Do:** Minuteman will repair any part of the system that is proved to be defective in materials or workmanship. In the event repair is not possible on certain system components, Minuteman will replace said component with similar specification and price.
- **How To Get Service:** Contact our service department at your nearest service center. A service representative will review your system and take any necessary action to correct problems covered by this warranty.
- **How State Law Applies:** This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Turnkey Installation

THIS QUOTE INCLUDE: Only the items and quantities of devices listed on this quotation. The design is pending approval of authorities having jurisdiction where approval is required. Pre-installation rough-in followed by one site visit for final connection of head-end w/ training if needed and all required testing to be performed during the same visit. Acceptance and testing documentation (when applicable). For alarm systems with a key lock box, if shown on plans the least expensive lock box will be provided unless specified otherwise. Work is to be performed during the hours of 8:00 AM and 4:30 PM. We may choose to make a network connection in the building to facilitate commissioning and service remotely.

THIS QUOTE DOES NOT INCLUDE: Multiple site visits for phased projects unless it was specifically advised of the phasing schedule prior to providing this quote. Permits, licenses, sales tax, or shipping costs to the customer unless each is specifically listed. Third party approvals or third-party testing or inspections unless specifically listed. Return visits if other trades could not be coordinated to be present during our

Sales Agreement T&C's

original site visit. Labeling of devices, controls or any required signs unless specifically listed on the quote. Unforeseen existing conditions that were not brought to our attention prior to the quote.

IT IS THE CUSTOMER'S RESPONSIBILITY TO: Provide a revised equipment count if the quantities shown are incorrect. Provide a minimum of FIVE business days to schedule. Provide a clean and safe working environment that complies with all OSHA rules and standards. Provide a safe and secure, climate-controlled storage area for tools and the equipment being installed. Provide labeling and any required signs. Provide trash receptacles and pay for all trash removal unless trash removal is specifically listed. Cutting, patching, and painting of any areas affected by the installation unless each of these functions are specifically listed on the quote. If there is a custom annunciator/map or custom control panel, etc. then AutoCAD files must be provided to work from. To pay additional travel and labor costs for any additional unplanned site-visits.

Escalation Clause

TC-Escalation Clause

Due to recent market volatility and ongoing supply chain issues, Minuteman is incorporating the following clause into all proposals and maintenance contracts:

Through no fault of Minuteman, In the event of a delay in product availability or price increase of materials procured by any manufacture and/or distributor, the contract sum, time of completion, or contract requirements shall be adjusted by a change order in accordance with the procedures of the Contract Documents. A change in price of any item of material from our manufactures or distributors will be considered between the date of this contract and the date of installation. Issuance of a purchase order or signed proposal constitutes acceptance of this clause.



ITEM 10.A.13.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
December 10, 2024

SUBJECT: Authorizing the Purchase of OpenGov Electronic Procurement Software Suite.

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$35,715.22 split being between three accounts: 311-77000, 341-77000, and 351-72500 of the FY 2025 Budget. This includes a \$14,000 service fee and a one-time fee of \$21,715 integration cost for setting up the software. Each account has a proposed \$11,905 for annual service and the initial integration.

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2251 awarding the purchase of OpenGov Electronic Procurement Software Suite, for a three-year term. The agreement expenditures of \$35,715.22 for the 2025 fiscal year, with an amount of \$14,700.00 for 2026 and \$15,435.00 for 2027.

Background/History:

Village Staff are currently utilizing internal procedures to fully conduct the bids and request proposals, purchasing processes, most of which are manual processes. Some manual internal procedures include:

- Manual submission of bids and RFPs
- Manual assignment of BID and RFP tracking numbers
- Multiple interdepartmental emailing (reminders, approvals, and posting requests)
- Emailed response to questions and addendum posting
- Emailed contract negotiation and signing
- Manual award posting

Although the internal process has allowed the Departments to conduct competitive procurement processes, the overall process is inefficient for Staff and Vendors. It has potentially limited responses to requests for proposals and bids. Obtaining electronic procurement services software would allow staff to adopt an electronic solicitation process for bids and request proposals.

Adopting an electronic process will increase vendor response to solicitations, streamline the documentation process, assist in documents storage for more efficient recall, and will further increase transparency. Additionally, access to respond to solicitations would be at no cost to vendors.

Recommendation:

Staff moves that the Village Board approve Resolution R-2251 awarding the purchase of OpenGov Electronic Procurement Software Suite, for a three-year term. The agreement expenditures of \$37,715.22 for the 2025 fiscal year, with an amount of \$14,700.00 for 2026 and \$15,435.00 for 2027.

Attachments:

1. OpenGov - Village of Oak Brook IL Quote - Q014619 (003)
2. 2024-PW-OPNGV-RFP-R-2251 Purchasing Module

Order Form Number: Q014619
Created On: November 15, 2024
Quote Expiration Date: December 31, 2024
Subscription Start Date: January 01, 2025
Subscription End Date: December 31, 2027

Prepared By: Alex Martinez
Email: amartinez@opengov.com
Contract Term: 36 Months

Customer Information

Customer: Village of Oak Brook, IL
Bill To/Ship To: 1200 Oak Brook Road
Oak Brook, IL US

Contact Name: Tim O'Malley
Email: tomalley@oak-brook.org
Phone: 630-368-5276

Order Details**Billing Frequency:** Annual**Payment Terms:** Net 30**SOFTWARE SERVICES:**

Product / Service	Interval Start Date	Interval End Date	Interval Fee
OpenGov Procurement	January 01, 2025	December 31, 2025	\$14,000.00
OpenGov Procurement	January 01, 2026	December 31, 2026	\$14,700.00
OpenGov Procurement	January 01, 2027	December 31, 2027	\$15,435.00
			Total Amount
			See Billing Table

PROFESSIONAL SERVICES:

Product / Service	Start Date	Total Amount
Professional Services Deployment - Prepaid	January 01, 2025	\$21,715.00
		Services Total Amount
		\$21,715.00

Order Form Legal Terms

Welcome to OpenGov!

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at <https://opengov.com/terms-of-service/master-services-agreement/>. The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work. Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

Village of Oak Brook, IL	OpenGov, Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Billing Date:	Billing Amount:
1/1/2025	\$35,715.22 (Annual Software Fee + Professional Services)
1/1/2026	\$14,700.00
1/1/2027	\$15,435.00

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2024-PW-OPNGV-RFP-R-2251

A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION OF A
PURCHASE ORDER TO OPENGOV, INC. FOR THE
PURCHASE OF OPENGOV ELECTRONIC PROCUREMENT
SOFTWARE SUITE

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

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

Village Board

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

RESOLUTION NO. 2024-PW-OPNGV-RFP-R-2251

A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE ORDER TO
OPENGOV, INC. FOR THE PURCHASE OF OPENGOV ELECTRONIC PROCUREMENT
SOFTWARE SUITE

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

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

WHEREAS, Village Staff currently utilizes internal procedures to fully conduct the bids and request proposals, purchasing processes, most of which are manual processes;

WHEREAS, obtaining electronic procurement services software would allow staff to adopt an electronic solicitation process for bids and request proposals and adopting an electronic process will increase vendor response to solicitations, streamline the documentation process, assist in documents storage for more efficient recall, and will further increase transparency;

WHEREAS, Village Staff solicited a quote from one of its current software providers, OpenGov, Inc. ("Company") for the desired service software;

WHEREAS, Staff recommends the Corporate Authorities authorize and approve the purchase of OpenGov Electronic Procurement Software Suite, for a three-year term in the amount of \$35,715.22 for the 2025 fiscal year, \$14,700.00 for the 2026 fiscal year and \$15,435.00 for 2027 fiscal year, from Company, subject to the terms and conditions in the Purchase Order ("Purchase Order") attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Village President and the Board of Trustees have determined that it is in the best interest of the Village to approve the Purchase Order provided herein,

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

Section One – Recitals

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

Section Two – Approval of Purchase Order

The Village President and Board of Trustees hereby approve the Purchase Order with Company for OpenGov Electronic Procurement Software Suite, substantially in the same form attached hereto as Exhibit A.

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute the Purchase Order, substantially in the form of such attached hereto as Exhibit A.

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six -- Waiver of Bidding Requirements

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

Section Seven - Acts of Village Officials

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

Section Eight – Effective Date

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

Section Nine - Publication

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

Section Ten – Conflict Clause

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

Section Eleven – Saving Clause

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

Section Twelve – Recording

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

PASSED THIS 10th day of December 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 10th day of December 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A



ITEM 10.A.14.

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
December 10, 2024

SUBJECT: Authorizing the Purchase of OpenGov Asset Management Materials

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$178,203 split between three accounts: 311-77000, 341-77000, and 351-725000 of the FY 2025 Budget. Each account has a proposed \$59,401.00 for annual service and for integration. The integration is a one time cost of setting up the software.

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2252 awarding the purchase of OpenGov Asset Management Materials, for a three-year term. The agreement expenditures of \$178,203.00.00 for FY 2025 fiscal year, with an amount of \$38,307.15 for FY 2026 and \$40,222.51 for FY 2027; pending attorney review and approval.

Background/History:

The Village requires an asset management solution to track physical Village assets such as Facilities, Water, Sewer, Stormwater, signals, vehicles and equipment, and all other assets owned and maintained by the Village. In addition to managing physical assets, an Opengov Asset Management will help with managing projects, asset lifecycle information, identifying and managing risk, tracking labor, materials and other associated costs and activities, work requests, preventative maintenance plans, inspections, warranties, capital planning, budgeting and forecasting capabilities, and all other information associated with assets.

OpenGov Asset Management will assist staff with making data-driven decisions. It will improve operational efficiency by tracking estimated and true costs of projects. It will also track the assets' performance and help plan future budgets based on repair costs. Asset management tracks planned and completed maintenance and inspections of Village assets.

OpenGov Asset Management is also be integrated with the Village's report a concern application (SeeClickFix). With the purchase of OpenGov Asset Management the Village will cancel the annual \$8,053.00 subscription with GWorks, formerly known as PubWorks. GWorks is currently only used by the Fleet division of Public Works and it is not capable of being integrated with the

Village App. Current data stored on this software will be able to be converted to OpenGov to retain service vehicle service histories.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2252 awarding the purchase of OpenGov Asset Management Materials, for a three-year term with agreement expenditures including \$178,203 for the FY 2025, \$58,315.00 in FY 2026, and \$58,315.00.00 in FY 2027; pending attorney review and approval.

Attachments:

1. 2024-PW-OPNGV-AMS-R-2252
2. 11-14-2024 Village of Oak Brook, IL - EAM.xlsx - Order Form-1

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2024-PW-OPNGV-AMS-R-2252

A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION OF A
PURCHASE ORDER TO OPENGOV, INC. FOR THE
PURCHASE OF OPENGOV ASSET MANAGEMENT
MATERIALS

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

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

Village Board

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

RESOLUTION NO. 2024-PW-OPNGV-AMS-R-2252

A RESOLUTION

APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE ORDER TO
OPENGOV, INC. FOR THE PURCHASE OF OPENGOV ASSET MANAGEMENT MATERIALS

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

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

WHEREAS, the Village requires an asset management solution to track physical Village assets such as Facilities, Water, Sewer, Stormwater, signals, vehicles and equipment, and all other assets owned and maintained by the Village;

WHEREAS, the Village is currently under contract with GWorks, formerly known as PubWorks, for such asset management software, although such software is limited in certain functionality;

WHEREAS, Village Staff solicited a quote from one of its current software providers, OpenGov, Inc. ("Company") for the desired service software for asset management (the "Software");

WHEREAS, in addition to managing physical assets, an Opengov Asset Management will help with managing projects, asset lifecycle information, identifying and managing risk, tracking labor, materials and other associated costs and activities, work requests, preventative maintenance plans, inspections, warranties, capital planning, budgeting and forecasting capabilities, and all other information associated with assets improving operational efficiency by tracking estimated and true costs of projects and assisting with budgeting;

WHEREAS, Staff recommends the Corporate Authorities authorize and approve the purchase of Opengov Asset Management, for a three-year term in the amount of \$178,203.00.00 for the 2025 fiscal year, \$38,307.15 for the 2026 fiscal year and \$40,222.51 for 2027 fiscal year, from Company, subject to the terms and conditions in the Purchase Order ("Purchase Order") attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Village President and the Board of Trustees have determined that it is in the best interest of the Village to approve the Purchase Order provided herein,

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

Section One – Recitals

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

Section Two – Approval of Purchase Order

The Village President and Board of Trustees hereby approve the Purchase Order with Company for OpenGov Electronic Procurement Software Suite, substantially in the same form attached hereto as Exhibit A.

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute the Purchase Order, substantially in the form of such attached hereto as Exhibit A.

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six -- Waiver of Bidding Requirements

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

Section Seven - Acts of Village Officials

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

Section Eight – Effective Date

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

Section Nine - Publication

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

Section Ten – Conflict Clause

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

Section Eleven – Saving Clause

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

Section Twelve – Recording

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

PASSED THIS 10th day of December 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 10th day of December 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A



OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number: Q018077
Created On: 11/14/2024
Order Form Expiration: 12/13/2024
Subscription Start Date: 1/1/2025
Subscription End Date: 12/31/2027

Prepared By: Braden Taylor
Email: salesops@opengov.com
Contract Term: 36 Months

Customer Information			
Customer:	Village of Oak Brook, IL	Contact Name:	Ejaz Khan
Bill To/Ship To:	1200 Oak Brook Road	Email:	ekhan@oak-brook.org
	Oak Brook, IL	Phone:	630-368-5174
	United States		

Order Details	
Billing Frequency:	Annually in Advance
Payment Terms:	Net Thirty (30) Days

SOFTWARE SERVICES:			
Product / Service	Start Date	End Date	Annual Fee
Enterprise Asset Management <i>Facilities Domain, Water Distribution Domain, Water Treatment Domain, Transportation Domain, Signal Domain, Stormwater Domain, Walkability Domain, Integration Toolkit, 811 Integration (Up to 25k)</i>	1/1/2025	12/31/2025	\$36,483.00
Enterprise Asset Management <i>Facilities Domain, Water Distribution Domain, Water Treatment Domain, Transportation Domain, Signal Domain, Stormwater Domain, Walkability Domain, Integration Toolkit, 811 Integration (Up to 25k)</i>	1/1/2025	12/31/2025	\$38,307.15
Enterprise Asset Management <i>Facilities Domain, Water Distribution Domain, Water Treatment Domain, Transportation Domain, Signal Domain, Stormwater Domain, Walkability Domain, Integration Toolkit, 811 Integration (Up to 25k)</i>	1/1/2026	12/31/2026	\$40,222.51
Annual Subscription Total:			See Service Terms

PROFESSIONAL SERVICES:	
Product / Service	Description
OpenGov Deployment — One Time Fee (Prepaid Hours)	Product configuration, setup, and training described in the attached SOW.
Professional Services Total:	
\$139,320.00	

Service Terms		
Service Date:	Amount:	
January 1, 2025	\$178,203.00	<i>(Annual Software Fee + Professional Services + \$2,400 in Travel & Expenses)</i>
January 1, 2025	\$38,307.15	
January 1, 2026	\$40,222.51	

Order Form Legal Terms	
This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at https://opengov.com/terms-of-service/master-services-agreement/ .	

The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work. Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

Village of Oak Brook, IL

Signature: _____
Name: _____
Title: _____
Date: _____

OpenGov, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____



ITEM 10.A.15.

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
December 10, 2024

SUBJECT: Award of Contract – Replacement of Vehicles

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$70,000 from account 342-90200 in the FY 2025 Budget.

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2253, waiving further bidding, as the Suburban Purchasing Cooperative (SPC) has already conducted the bidding process, and issue of a purchase order to Currie Motors of Frankfort, Illinois, for two 2025 Ford Escapes for a total of \$70,000 (\$30,000 per vehicle, plus \$5000 for upfitting), pending attorney review and approval.

Background/History:

The Village currently leases two vehicles from Enterprise Fleet Management, with the leases nearing or having reached their expiration dates. The current vehicles have reached the end of their lease and require additional maintenance costs to remain to be safely driven. After careful consideration, and as presented previously to the Village Board during the budget process, staff has determined that purchasing new vehicles, rather than renewing the leases, is the lower cost option for these vehicles.

The vehicles being replaced are Units #200 and #400, both 2019 Ford Fusions, currently leased at \$5,049.60 annually. The Village will be transitioning both vehicles to 2025 Ford Escapes.

In the vehicle procurement process, the Village explores available bids through Purchasing Cooperatives, which use their increased purchasing power to secure more competitive pricing. Under Section 1-7-10 of the Village Code of Ordinances and Compiled Statutes, the Village is authorized to participate in cooperative purchasing with other governmental entities. The Suburban Purchasing Cooperative (SPC) has completed the bidding process and awarded the contract to Currie Motors. The vehicles being replaced will be returned to Enterprise Fleet Management for auction, with the proceeds directed back to the Village.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2253, waiving further bidding, as the Suburban Purchasing Cooperative (SPC) has already conducted the bidding process, and issue of a purchase order to Currie Motors of Frankfort, Illinois, for two 2025 Ford Escapes for a total of \$70,000 (\$30,000 per vehicle, plus \$5000 for upfitting), pending attorney review and approval.

Attachments:

1. 2024-PW-VEH-PO-R-2253
2. 2025-Escape-Contract-206-Order-Form.pdf.aspx

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2024-PW-VEH-PO-R-2253

A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION OF A
PURCHASE ORDER TO CURRIE MOTORS FORD, OF
FRANKFORT, ILLINOIS FOR THE PURCHASE OF TWO 2025
FORD ESCAPE AWD VEHICLES FOR THE PUBLIC WORKS
DEPARTMENT

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

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

Village Board

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

RESOLUTION NO. 2024-PW-VEH-PO-R-2253

A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE ORDER TO CURRIE
MOTORS FORD, OF FRANKFORT, ILLINOIS FOR THE PURCHASE OF TWO 2025 FORD
ESCAPE AWD VEHICLES FOR THE PUBLIC WORKS DEPARTMENT

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

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

WHEREAS, The Village currently leases two vehicles from Enterprise Fleet Management, with the leases nearing or having reached their expiration dates, and after careful consideration, the Village has determined that purchasing new vehicles, rather than renewing the leases, is in its best interest;

WHEREAS, the Village is a member of the Suburban Purchasing Cooperative (SPC); which has completed the formal bidding process for the desired vehicles and awarded the contract to Currie Motors Ford, of Frankfurt, Illinois (the "Company");

WHEREAS, Staff recommends the Corporate Authorities authorize and approve the purchase of two 2025 Ford Escape AWD vehicles for a total of \$70,000 (\$30,000 per vehicle, \$5000 for upfit), from Company, subject to the terms and conditions in the Purchase Order ("Purchase Order") attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Village President and the Board of Trustees have determined that it is in the best interest of the Village to approve the Purchase Order provided herein,

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

Section One – Recitals

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

Section Two – Approval of Purchase Order

The Village President and Board of Trustees hereby approve the Purchase Order with Company for two 2025 Ford Escape AWD vehicles, substantially in the same form attached hereto as Exhibit A.

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute the Purchase Order, substantially in the form of such attached hereto as Exhibit A.

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six -- Waiver of Bidding Requirements

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

Section Seven - Acts of Village Officials

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

Section Eight – Effective Date

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

Section Nine - Publication

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

Section Ten – Conflict Clause

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

Section Eleven – Saving Clause

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

Section Twelve – Recording

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

PASSED THIS 10th day of December 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 10th day of December 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A



2025 Ford Escape Active All- Wheel Drive Contract# 206



Currie Motors Fleet

"Nice People to Do Business With"

Good Thru Order Cut- Off



Currie Motors Frankfort

SPC Contract Winner

2025 Ford Escape Active All Wheel Drive

Contract #206

Call Tom Sullivan (815) 464-9200

Standard Package: \$29,028.00

Warranty: 3 Years 36, 000 miles Bumper to Bumper/ 5 Years 60,000 Power train

17 x 7-inch front and rear silver
aluminum wheels P225/65RH17 AS
BSW front and rear tires Overdrive
transmission
Lock-up transmission
Transmission electronic control
Stainless steel quasi-dual exhaust with
chrome tailpipe finisher
All-speed ABS and driveline traction
control Lead acid battery
Battery run down protection
Auto stop-start engine
Driver selectable drivetrain mode
Fuel tank capacity: 15.69 gal.
8 inch primary LCD display
Steering wheel mounted audio controls
Wireless audio streaming
SiriusXM AM/FM/Satellite radio Seek
scan Radio data system (RDS)
SYNC 4 external memory control
Internet radio capability
3 month satellite trial subscription
Vehicle body length: 181.2"
Wheelbase: 106.7"
Interior cargo length: 68.5 "
Standard ride suspension

DRL preference setting
LED daytime running lights
Trip computer
Rear window defroster
Power door mirrors
Heated driver and passenger side door
mirrors Manual folding door mirrors
LED brake lights
Deep tinted windows
Variable intermittent front windshield
wipers Speed sensitive wipers
AdvanceTrac w/Roll Stability Control
electronic stability control system with
anti-roll
Manual rear child safety door locks
Driver front impact airbag
Seat mounted side impact driver airbag
Passenger front impact airbag
Seat mounted side impact front passenger
airbag Personal Safety System airbag
occupancy sensor 7 airbags
SecuriLock immobilizer
Automatic climate control
Dual-zone front climate control
Rear under seat climate control ducts

Fixed rear seats
60-40 folding rear seats
Manual reclining rear seats
Split-bench rear seat
Front facing rear seat
Fold forward rear seatback
Rear seats with manual fore and aft
Height adjustable rear seat head restraints
Manual rear seat head restraint control
3 rear seat head restraints
Rear seat center armrest
Bucket front seats
Driver seat with 6-way directional controls
Front passenger seat with 4-way directional controls
Height adjustable front seat head restraints
Manual front seat head restraint control
Front seat center armrest
Power reclining driver seat
Power height adjustable driver seat
Power driver seat fore/aft control
Manual reclining passenger seat
Manual passenger seat fore/aft control
Cloth front seat upholstery
Cloth front seatback upholstery
Driver seat with 2-way power lumbar
Heated driver and front passenger seats
4-wheel disc brakes
4-wheel antilock (ABS) brakes
Electronic parking brake
Brake assist system
Hill start assist

Equipment Group 200A
Engine: 1.5L EcoBoost
Transmission: 8-Speed Automatic
3.81 Axle Ratio
Tires: 225/65R17 AS BSW
Wheels: 17" Shadow Silver-Painted Aluminum Unique
Cloth Front Bucket Seats
Monotone Paint Application
106" Wheelbase
Radio: AM/FM Stereo
50-State Emissions System
SYNC 4
Ford Pass Connect
Remote Start



Models

☒ Escape Active AWD	29,028.00
☐ Escape Active FWD	-1387.00
☐ Escape ST Select AWD (2.5L Hybrid)	34,677.00
☐ Escape PHEV FWD	38,518.00

Equipment Groups

☐ 68B-Tech Package #1-Call For Details	935.00
☐ 68C-Technology Package #2-Call For Details	1499.00
☒ 19H Cold Weather Package	308.00
☐ 60S-Reverse Parking System	141.00
☐ Trailer Tow Package-ST Select Only	465.00

Other Options

☐ 47B-Easy Access Cargo Shade	127.00
☐ 50B-Floor Liners with Carpet Mats	188.00
☐ 50C-Floor Liners without Carpet Mats	150.00
☐ 50Q-Cargo Mat	94.00
☐ 63E-Remote Starter System	465.00
☐ 942-Day Time Running Lights	42.00
☐ 43M-Panoramic Vista Roof	1,499.00
☐ 51U-Mini Spare-Active Model Only	324.00
☐ 41H-Block Heater	179.00

Misc. Options

☐ Rustproofing	395.00
☒ 4-Corner LED Strobes	1,495.00
☐ CD-ROM Service Manual	395.00
☐ Delivery Greater than 50 miles of Dealership	185.00
☐ License & Title Municipal Municipal Police	203.00
☐ Passenger Plates	326.00
☐ Certificate of Origin-Customer to Complete License/Title Application	N/C

Warranties

☐ 3 Year/100,000 Miles Premium Care	1,950.00
☐ 5 Year/100,000 Miles Premium Care	2,060.00
☐ 3 Year/100,000 Miles Extra Care	1,635.00
☐ 5 Year/100,000 Miles Extra Care	1,715.00
☐ 5 Year/125,000 Miles Power Train Care	1,730.00
☐ 6 Year/125,000 Miles Power Train Care	1,800.00

Exterior Colors

☐ K1-Vapor Blue Metallic	935.00
☐ A3-Space Silver Metallic	
☐ M7-Carbonized Gray Metallic	
☐ UM-Agate Black Metallic	
☒ YZ-Oxford White-Active Model Only	
☐ PQ-Race Red	
☐ Rapid Red C/C	465.00

Interior Colors

- ☒ Space Grey-Active Model Only
- ☐ Ebony-Active Model Only
- ☐ Ebony w/Red Stitching -standard ST



Title Name	<u>Village of Oak Brook</u>
Title Address	<u>1200 Oak Brook Rd</u>
Title City	<u>Village of Oak Brook</u>
Title Zip Code	<u>60523</u>
Contact Name	<u>Doug Hroba</u>
Phone Number	<u>630-368-5270</u>
Purchase Order Number	<u></u>
Fleet Id Number	<u></u>
Tax Exempt Number	<u></u>
Total Dollar Amount	<u></u>
Total Number of Units	<u>2</u>
Delivery Address	<u>3003 Jorie Blvd</u>
	<u>Oak Brook, IL 60523</u>

***Orders Require Signed Original Purchase Order and Tax- Exempt Letter Submitted to:**

*Currie Motors Fleet
10125W Laraway
Frankfort, IL 60423
PHONE: (815)464-9200
Tom Sullivan
tsullivan@curriemotors.com*

Production is not Guaranteed Due to Supply Chain Shortages and Constraints and is Subject to Plant Cancellation



ITEM 10.A.16.

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
December 10, 2024

SUBJECT: Award of an Agreement - Elevator Inspection and Plan Review Services

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: \$22,200 is included in the 2025 proposed budget (921-73750)

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2254, A Resolution Approving and Authorizing the Execution of an Agreement for Elevator Inspection and Plan Review Services with Elevator Inspection Services Company, LLC, Burr Ridge, Illinois, for the amount of \$22,200.

Background/History:

The Village of Oak Brook has an agreement with the Office of the State Fire Marshal (OSFM) regarding enforcement of an Elevator Safety Program in conformity with Section 140 of the Elevator Safety Act (225 ILCS 312/140) and the amended Administrative rules. Illinois municipalities may elect to enter into a safety program to allow local control for the inspection of all conveyance systems (i.e. elevators, escalators, etc.).

A Request for Proposals (RFP) was posted on the Village website and sent to five (5) elevator inspection companies on November 6, 2024. Three (3) sealed proposals were received and opened on November 22, 2024. Staff reviewed the proposals submitted and determined that Elevator Inspection Service Company, LLC (EIS) submitted the proposal with the best overall value to the Village. The Village has been working with EIS for many years and is extremely satisfied with their services and that they are qualified to meet the needs of the Village. The following is a table showing the proposed costs and the optional Direct Billing service beginning from January 1, 2025, to December 31, 2025. See attached proposal tabulation for additional pricing for 2026–2029. Staff discussed the additional customer direct billing services with Finance and decided to utilize these services:

Company Name	Total for Proposed Inspection and Review Schedule	Additional Cost for Direct Billing
--------------	--	---------------------------------------

Elevator Inspection Service Company, LLC (EIS)	\$22,200	\$5,200.00
ATIS	\$92,150	does not offer direct billing
Thompson	\$120,750	\$70,000.00

Recommendation:

Staff recommends that the Village Board approve Resolution R-2254, A Resolution Approving and Authorizing the Execution of an Agreement for Elevator Inspection and Plan Review Services with Elevator Inspection Services Company, LLC, Burr Ridge, Illinois, for the amount of \$22,200.

Attachments:

1. Elevator Inspection and Plan Review Services Tab
2. 2024-DS-ELV CNTRCT-R-2254
3. Elevator Inspection and Plan Review Agreement (002)

**ELEVATOR INSPECTION AND PLAN REVIEW SERVICES
PROPOSAL TABULATION**

ITEM	Estimated Quantity	Elevator Inspection Services Company , LLC		ATIS Elevator Inspections, LLC*		Thompson Elevator Inspection Service, Inc.	
		Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
2025 Costs							
Initial Plan Review of New Conveyance	50	\$40.00	\$2,000.00	\$180.00	\$9,000.00	\$225.00	\$11,250.00
Initial Inspection of New Conveyance	50	\$40.00	\$2,000.00	\$415.00	\$20,750.00	\$225.00	\$22,500.00
Annual Conveyance Inspection	400	\$32.00	\$12,800.00	\$104.00	\$41,600.00	\$145.00	\$58,000.00
Re-Inspection of Failed Conveyance	200	\$27.00	\$5,400.00	\$104.00	\$20,800.00	\$145.00	\$29,000.00
2025 Totals			\$22,200.00		\$92,150.00		\$120,750.00
Optional: Direct Billing	400	\$13.00	\$5,200.00	\$0.00	\$0.00	\$175.00	\$70,000.00
2026 Costs		Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
Initial Plan Review of New Conveyance	50	\$40.00	\$2,000.00	\$187.00	\$9,350.00	\$225.00	\$11,250.00
Initial Inspection of New Conveyance	50	\$40.00	\$2,000.00	\$432.00	\$21,600.00	\$225.00	\$22,500.00
Annual Conveyance Inspection	400	\$32.00	\$12,800.00	\$108.00	\$43,200.00	\$145.00	\$58,000.00
Re-Inspection of Failed Conveyance	200	\$27.00	\$5,400.00	\$108.00	\$21,600.00	\$145.00	\$29,000.00
2026 Totals			\$22,200.00		\$95,750.00		\$120,750.00
Optional: Direct Billing	400	\$13.00	\$5,200.00		\$0.00	\$175.00	\$70,000.00
2027 Costs		Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
Initial Plan Review of New Conveyance	50	\$40.00	\$2,000.00	\$194.00	\$9,700.00	\$225.00	\$11,250.00
Initial Inspection of New Conveyance	50	\$40.00	\$2,000.00	\$449.00	\$22,450.00	\$225.00	\$22,500.00
Annual Conveyance Inspection	400	\$32.00	\$12,800.00	\$112.00	\$44,800.00	\$145.00	\$58,000.00
Re-Inspection of Failed Conveyance	200	\$27.00	\$5,400.00	\$112.00	\$22,400.00	\$145.00	\$29,000.00
2027 Totals			\$22,200.00		\$99,350.00		\$120,750.00
Optional: Direct Billing	400	\$14.00	\$5,600.00		\$0.00	\$175.00	\$70,000.00
2028 Costs		Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
Initial Plan Review of New Conveyance	50	\$40.00	\$2,000.00	\$202.00	\$10,100.00	\$225.00	\$11,250.00
Initial Inspection of New Conveyance	50	\$40.00	\$2,000.00	\$467.00	\$23,350.00	\$225.00	\$22,500.00
Annual Conveyance Inspection	400	\$32.00	\$12,800.00	\$116.00	\$46,400.00	\$145.00	\$58,000.00
Re-Inspection of Failed Conveyance	200	\$27.00	\$5,400.00	\$116.00	\$23,200.00	\$145.00	\$29,000.00
2028 Totals			\$22,200.00		\$103,050.00		\$120,750.00
Optional: Direct Billing	400	\$14.00	\$5,600.00		\$0.00	\$175.00	\$70,000.00
2029 Costs		Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
Initial Plan Review of New Conveyance	50	\$40.00	\$2,000.00	\$210.00	\$10,500.00	\$225.00	\$11,250.00
Initial Inspection of New Conveyance	50	\$40.00	\$2,000.00	\$486.00	\$24,300.00	\$225.00	\$22,500.00
Annual Conveyance Inspection	400	\$32.00	\$12,800.00	\$121.00	\$48,400.00	\$145.00	\$58,000.00
Re-Inspection of Failed Conveyance	200	\$27.00	\$5,400.00	\$121.00	\$24,200.00	\$145.00	\$29,000.00
2029 Totals			\$22,200.00		\$107,400.00		\$120,750.00
Optional: Direct Billing	400	\$15.00	\$6,000.00		\$0.00	\$175.00	\$70,000.00
2025 - 2029 Total			\$111,000.00		\$497,700.00		\$603,750.00
				*ATIS does not offer direct billing			

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2024-DS-ELV-CNTRCT-R-2254

A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF AN AGREEMENT FOR ELEVATOR
INSPECTION AND PLAN REVIEW SERVICES WITH
ELEVATOR INSPECTION SERVICES COMPANY, LLC

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

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

Village Board

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

RESOLUTION NO. 2024-DS-ELV-CNTRCT-R-2254

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT
FOR ELEVATOR INSPECTION AND PLAN REVIEW SERVICES WITH ELEVATOR
INSPECTION SERVICES COMPANY, LLC

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, Staff has solicited proposals for the desired elevator inspection services ("Services"), in the amount of \$22,200.00, from Elevator Inspection Services Company, LLC ("Company");

WHEREAS, Staff recommends the Corporate Authorities approve the one-year Agreement for Services (the "Agreement"), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Village President and the Board of Trustees have determined that it is in the best interest of the Village to approve the Agreement provided herein,

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

Section One – Recitals

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

Section Two – Approval of Agreement

The Village President and Board of Trustees hereby approve the Agreement with Company for the Services, substantially in the same form attached hereto as Exhibit A.

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute the Agreement, substantially in the form of such attached hereto as Exhibit A.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of the contract 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 contract and of this Resolution.

Section Six - Acts of Village Officials

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

Section Eight – Effective Date

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

Section Nine - Publication

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

Section ten – Conflict Clause

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

Section Eleven – Saving Clause

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

Section Twelve – Recording

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

PASSED THIS 10th day of December 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 10th day of December 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A



REVIEW OF CONTRACTS

Awarding Agency:

VOB

Type of Contract:

Prof. Svcs.

Department:

Development Services

Program/Account Number:

921-73750

Awarded Contract Price:

\$102,200

Budgeted Amount:

+ \$5,200 - Prof Svcs. \$102,200.00

CONTRACT AMOUNT

☐

Under \$20,000

☐

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

☒

\$20,000 - \$500,000

☐

Over \$1,000,000

NOTES

Elevator Inspection and Plan Review Services.

DEPARTMENT DIRECTOR SIGNATURE

Name:

B. Van Dine

Date: 12-3-24

INITIAL REVIEWING ATTORNEY SIGNATURE

Name:

Mr. [Signature]

Date: 12/4/24

APPROVED BY VILLAGE MANAGER

Name:

Date:

FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name:

Mr. [Signature]

Date: 12/4/24

☐

Three (3) Originals signed by other party

Date/Initials _____

☐

Original provided to staff member for other party

Date/Initials _____

☐

Original provided to Official Files

Date/Initials _____

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

**VILLAGE OF OAK BROOK
PROFESSIONAL SERVICES AGREEMENT**

This AGREEMENT is dated as of the ____ day of _____, 2024 ("**Agreement**"), and is by and between the **VILLAGE OF OAK BROOK**, 1200 Oak Brook Road, Oak Brook, Illinois 60523 an Illinois municipal corporation ("**Village**"), and **ELEVATOR INSPECTION SERVICES, COMPANY, LLC**, 745 McClintock Drive, Suite 235, Burr Ridge, Illinois 30527 ("**Consultant**").

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

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

Elevator Inspection and Plan Review Services, as more fully described in the attached proposal dated November 2024, hereto attached as Exhibit A.

SECTION 2. TIME OF PERFORMANCE. The Consultant shall perform and complete the Services as mutually agreed upon between Village and Consultant ("**Time of Performance**").

SECTION 3. COMPENSATION.

A. **Agreement Amount.** The total amount billed by the Consultant for the Services under this Agreement shall be *\$22,200.00 for Elevator Inspection and Plan Review Services, and \$5,200.00 for Customer Direct Billing beginning January 1, 2025 – December 31, 2025*, including reimbursable expenses, without the prior express written authorization of the Village Manager.

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

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

D. **No Automatic Renewal.** Notwithstanding anything to the contrary contained in this Agreement: (a) in no event shall the term of this Agreement be longer than the

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

SECTION 4. REPRESENTATIONS OF CONSULTANT.

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

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

SECTION 5. INDEMNIFICATION; INSURANCE; LIABILITY.

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

B. **Insurance.** The Consultant acknowledges and agrees that the Consultant shall, and has a duty to maintain adequate insurance, in an amount, and in a form and

from companies, acceptable to the Village. The Consultant's maintenance of adequate insurance shall not be construed in any way as a limitation on the Consultant's liability for losses or damages under this Agreement.

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

SECTION 6. GENERAL PROVISIONS.

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

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

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

D. **Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to

termination, not exceeding the value of the Services completed.

E. **Compliance with Laws and Grants.** Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or Consultant with respect to this Contract or the Services. Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors, performance of, or failure to perform, the Services or any part thereof. Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

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

G. **Certified Payroll.** If applicable, Contractor shall, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5, submit to the Village, and upon activation of the database provided by 820 ILCS 130/5.1 to the Department of Labor, on a monthly basis, a certified payroll. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which certifies that: (1) such records are true and accurate; (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (3) Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. A general contractor may rely upon the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a

subcontractor's false certification. Upon seven business days' notice, Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the records required to be made and kept by the Act to: (i) the Village, its officers and agents; (ii) the Director of Labor and his deputies and agents; and (iii) to federal, State, or local law enforcement agencies and prosecutors.

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

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

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

Village of Oak Brook
1200 Oak Brook Road
Oak Brook, Illinois 60523
Attention: Rebecca Von Drasek,
Development Services Director

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

Elevator Inspection Services Company, LLC
745 McClintock Drive, Suite 235
Burr Ridge, Illinois 60527
Attention: Cynthia Turk, General Manager

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

L. Third Party Beneficiary. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.

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

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

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

ATTEST:

VILLAGE OF OAK BROOK

By: _____
Netasha Scapiniti, Village Clerk

By: _____
Greg Summers, Village Manager

ATTEST:

**ELEVATOR INSPECTION SERVICES COMPANY,
LLC.**

By: _____
Title: _____

By: _____
Its: _____

EXHIBIT A

(PROPOSAL SUBMITTED BY ELEVATOR INSPECTION SERVICES COMPANY, LLC, DATED NOVEMBER 2024)

ORIGINAL

Village of Oak Brook
Oak Brook, Illinois

PROPOSAL

ELEVATOR INSPECTION AND PLAN REVIEW SERVICES

NOVEMBER 2024

Respectfully submitted by

Elevator Inspection Service Company, LLC.

Due Wednesday, November 20, 2024
3:00 pm.

Table of Contents

Cover Letter

- Description of Services
- Code Violation/Re-Inspection Policy
- Sample Letter for Multiple Failures

RFP Document

- Q & A Memo
- References
- State of Illinois License
- Inspector Resumes and Licenses
- Certificate of Insurance
- Direct Billing Letter
- Direct Billing Cost Matrix



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

November 19, 2024

RE: Request for Proposals: ELEVATOR INSPECTION AND PLAN REVIEW SERVICES

Elevator Inspection Service Company (EIS) is grateful for the opportunity to respond to the RFP for Elevator Inspection and Plan Review Services. As the contracted elevator inspection and plan review provider for the past twenty-two years for the Village of Oak Brook, - EIS is pleased to submit our response proposal.

Introduction to our firm (Background and Experience)

Established in 1976, our firm has become a highly diversified and multi-faceted elevator inspection company. Through our 48 years of citing and solving numerous elevator-related issues, we are confident in EIS's expertise in every assignment. Our experience, management staff, and our QEI Certified elevator inspectors, more than qualify EIS to partner with the Village of Oak Brook for the size and scope of this assignment.

Working with EIS, the Village of Oak Brook will be doing business with the most professional, knowledgeable, and well-established inspectors directly from the elevator industry, many of whom have over 50 years of elevator experience. Our inspectors have diverse backgrounds that better help us serve you. These backgrounds range from operations managers and field adjusters to licensed supervising electricians, including construction supervisors and maintenance examiners.

Throughout our years of citing and solving numerous issues encountered, we are confident in the expertise EIS brings to every assignment. The 42 municipal contracts currently in effect confirm the satisfaction experienced by our customers and are verified by their repeated contract renewals.

Passenger safety is a paramount concern of our company, and the inspectors employed by our firm. Promoting the notion of public safety is shared regularly in staff meetings. We desire to bring this safety-conscious attitude to every inspection we conduct in your community.

With our history of a reliable performance record, we maintain the reputation of the premier elevator inspection company in the Chicago Metropolitan Area. Additionally, our staff/inspectors have developed a trusted relationship with the building owners/managers, allowing for the efficient and accurate completion of our inspection responsibilities.

In the interest of continuing our mutually satisfactory relationship with the Village of Oak Brook, we are hopeful our historical performance and competitive pricing will qualify our firm to be selected as the elevator inspection and plan review service provider of choice. EIS is confident that our staff can fulfill the scope of work.

The firm submitting the proposal.

Elevator Inspection Service Co., LLC
745 McClintock Drive, Suite 235
Burr Ridge, IL 60527
Telephone: 630-323-6541
Fax: 630-323-7149
email: cindy@elevator-inspection.com

Authorized binding official to answer questions.

Cynthia Turk,

The officers and managers of EIS understand and affirm that all inspections follow the State of Illinois Elevator Safety Act (225 ILCS 312/1) and the Village of Oak Brook municipal ordinances.

Respectfully submitted,

A handwritten signature in cursive script that reads "Cynthia Turk".

Cynthia Turk
General Manager

Description of Services

Services

Our firm, established in 1976, is a complete elevator inspection service company, providing services to you dealing with passenger safety, code compliance and print approvals relating to all vertical transportation equipment. We also meet every requirement set by the Office of the State Fire Marshall regarding the Elevator Safety Act.

EIS provides plan reviews for new and modernized units, acceptance and certification inspections for new, repaired or modified conveyances, annual elevator and escalator inspections and when necessary, code compliance re-inspections. Our QEI certified inspectors also perform as witness for State Fire Marshal mandatory testing for the annual pressure relief test, annual no-load test, 5-year full load test and escalator skirt indexing. EIS additionally provides the Village elevator certificates and is available to attend meetings as necessary.

Communication Practices

A single "point of contact" is assigned to each municipal client. Oak Brook's dedicated contact resource is Ms. Angela Kramski. (Telephone: 630-323-6541) Email: angela.kramski@elevator.inspection.com. Her responsibilities include answering scheduling questions and assisting with code clarification questions. Angela has ongoing daily contact with the inspector team staff and will be the intermediary as needed for messaging and responding.

Inspection Reports/Format

As of August 15, 2014, the Office of the Illinois State Fire Marshal released an approved updated Inspection Report Form. From this date forward the updated forms will be the only acceptable document submitted for elevator and escalator inspections results. A copy of the completed inspection report is deposited at the inspection site or is hand delivered to the building representative at the inspection location. A second copy accompanies the invoice.

Scheduling Procedures

In the interest of efficiency, EIS has maintained a practice of permitting our inspectors to have direct contact with our clients and/or building owners for scheduling inspections. This method reduces the redundant re-calls that result from non-reachable individuals issuing voice-mail messages. Further, it allows the inspector to schedule the best use of job site location proximity for maximum completions with less travel between sites. We trust you will find this process a meaningful advantage when communicating with our company personnel.

Direct Billing Procedures

EIS will handle all the billing, accounting and collections for the annual inspections performed. The building owners will be invoiced per conveyance, showing a line-item consisting of our direct billing cost, the inspection cost, the certificate fee, and the agreed amount for Oak Brook's portion of our service. Upon payment of an invoice, EIS will issue a certificate to the building owner for all "compliant conveyances" included on the invoice. Oak Brook will be paid their agreed inspection fee portion for money collected monthly.

Witnessing Tests

All conveyances require an annual test to determine that the conveyance unit meets code standards as adopted by the Office of the Illinois State Fire Marshal. All contracted service providers performing such tests typically make contact with the assigned inspector employed by the inspection company contracted with the municipality for inspections. The parties involved resolve an agreeable date and time to conclude the required tests and witnessing. Should a unit fail the prescribed test an immediate re- test is scheduled for the re-test to be witnessed.

Additional Services

Consulting

A qualified representative of the EIS management team is available for planning discussions with municipal conveyance system planners. Pre-engineering considerations are reviewed with input regarding goal, schedule to completion, funding/budget, anticipated useful life, maintenance, revenue opportunities, operating efficiencies/deficiencies, inflation, and practicality. Continuing dialog may be scheduled with architects, engineers, manufacturers, and labor.

Emergency Rescue Demonstration

Certified QEI staff members of the EIS team will instruct an effective and expedient method of gaining interior access to a stalled conveyance. This technique reduces the time to reach individuals restricted or trapped inside the unit. Utilizing this approach reduces equipment damage while gaining entry. The demonstration is precisely targeted for Fire Department Rescue Teams and EMT Rescue Personnel. The program is available to EIS contracted municipalities.

Equipment Audits

Qualified and knowledgeable EIS staff will perform visual and operational reviews of selected operating and non-operating conveyance systems. All hardware functions, structure, power system, user access/entry and enclosure will be evaluated. Upon completion of the examination a summary of the status containing the detailed findings of the review is submitted to the municipal authority or building owner. Recommendations may be included.

Maintenance Audits

EIS will conduct a study of the maintenance history of a designated conveyance. An assessment of all aspects recorded in the maintenance log will be considered. Criteria will include equipment age, operating usage, downtime, service loss causes and repairs. The scoring is determined as the record is compared to original equipment specifications, updates, modernizations, and compliance with state and local ordinances. A summation report with EIS opinion is inclusive with the submission to the maintenance overseer.

24/7 Emergency Contacts

Frank Cervone: 708 828-9844
Anthony DiBiase 708 937-3448



CODE VIOLATION/RE-INSPECTION POLICY

Code violations dealing with life safety concerns will initiate the following procedure:

1. The elevator inspector will clearly note the code violation on the inspection form
2. In the comment area of the form "Certificate Denied" will be written
3. The inspection form will be marked as failed, and a 30-day notice of re-inspection will be noted.
4. A copy of the inspection form will be left on site and a copy will be provided to the Village.
5. Re-inspections occur after the 30-day period has expired
6. If upon re-inspection, the unit is found to be compliant with the violations corrected, "Approved for Certificate" will be noted on the inspection form. A copy will be left on site, and one will be provided to the Village.
7. If the unit is still in violation
 - a. A 15-day notice to comply and a re-inspect will be noted
 - b. The Village will be informed of the multiple failures in order to take additional steps.
 - i. Sample Letter for multiple failures provided

Other code violations will initiate the following procedure:

1. The elevator inspector will clearly note the code violation on the inspection form
2. In the comment area of the form "Certificate Denied" will be written
3. The inspection form will be marked as failed, and a 30-day notice of re-inspection will be noted.
4. A copy of the inspection form will be left on site and a copy will be provided to the Village.
5. Re-inspections occur after the 30-day period has expired

Certificates will be denied if the following codes are not in compliance:

Emergency Phone
Emergency Bell
Emergency Lighting

Safety Edge
Fireman Service
Door Restrictor

Pressure Relief Test
Governor Safety Test

Sincerely,

Frank Cervone
Chief Inspector
Elevator Inspection Service Company



ELEVATOR INSPECTION SERVICE COMPANY, LLC
EST. 1976

Mr. Building Owner/Manager
1234 Street
Oak Brook, IL

RE: Multiple Failure Reports of Elevator Inspection and Re-inspections at
_____, Oak Brook, Illinois

Dear Madam/Sir:

This notice is forwarded to your attention in keeping with the authority of the Illinois State Fire Marshal's Office, Director of Elevator Safety. Within the codes and ordinances as defined in the State of Illinois law, it is the responsibility of individual municipalities to enforce compliance with such codes and ordinances.

The Village of Oak Brook hereby issues this advisory warning to offending operators of non-approved passenger conveyances. Two (2) or more failing reports have been filed with appropriate notice given to the operator at the above references location with reasonable time to rectify the offending equipment. To date no corrective action has been initiated. This non-action provides the Village of Oak Brook with the authority to bring and serve court ordered compliance and levy daily fines to the building owner/manager. Further the Director of Elevator Safety has the power to shut down all equipment not in compliance.

To avoid interruptive shutdowns, court proceedings and fines, your response and agreement to correct his problem must be received in our offices within _____ days. Include a suitable schedule with a start and completion date of the prescribed remediating action as determined by the failure report delivered to your building representative.

Please plan on resolving this matter with an expedient timeline. It is the desire of this community to resolve this unacceptable circumstance and not involve drastic, uncomfortable court procedures to reach a satisfactory conclusion.

Thank you for your cooperation.

Sincerely,

Mr/Ms John Doe
Building and Safety Inspector
Village of Oak Brook Community Development

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

REQUEST FOR PROPOSAL

ELEVATOR INSPECTION AND PLAN REVIEW SERVICES

November 2024

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Section 1. Request for Proposals

A. Notice

Posted on Village Website on Wednesday November 6, 2024

The Village of Oak Brook is seeking proposals from qualified firms for Elevator Inspection and Plan Review Services.

Proposals should be addressed to:

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

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

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

The closing date and time for receipt of proposals is **Wednesday, November 20, 2024 at 3:00 P.M. prevailing time**. Proposals received after the submittal date and time will be rejected and returned unopened to the sender.

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

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

B. General Information

The Village of Oak Brook is seeking proposals from qualified firms for Elevator Inspection and Plan Review Services.

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

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

Distribute Request for Proposals	November 6, 2024
Deadline for written submission of vendor questions or clarifications	November 13, 2024 @ 12:00 pm
Village's response to vendor questions	November 15, 2024 by 4:00 pm
Sealed responses due to Rania Serences, Purchasing & Budgeting Coordinator	November 20, 2024 @ 3:00 pm
Evaluation Period	November 20, 2024 – December 2, 2024
Optional Interviews	November 22, 2024 – December 2, 2024
Recommendation to Village Board/Final Award	December 10, 2024
Agreement Effective Date	January 1, 2025

Section 2. Scope of Services

The Village of Oak Brook is seeking proposals from qualified firms to conduct elevator installation inspections, annual elevator inspections, to conduct permit plan review in accordance with state and local codes, Village billing, and as an option provide direct billing to commercial or residential customer. The Village has an elevator program registered with the Illinois Office of the State Fire Marshal and has agreed to run the local program in accordance with any and all applicable codes and laws. The Village retains an outside elevator consultant to review building permit plans and shop drawings for new elevator installations, to inspect new elevator installations and to conduct annual safety and other inspections as required by the Elevator Safety Act and state and local codes.

The Village has an estimated 400 conveyances which require annual inspection. The inspector shall be a licensed elevator inspector in the State of Illinois and shall provide a copy of said license. The inspector shall perform the following services:

1. Provide initial plan review of all new commercial and residential conveyances (elevators, lifts, and escalators).
2. Provide final inspection of all new commercial and residential (elevators, lifts, and escalators).
3. Provide annual conveyance inspections. In compliance with the Village's agreement with OSFM.

4. Provide re-inspection of failed conveyances.
5. Issuance of Village Elevator certificate.
6. Notification to Chief Building Official after 3 failed inspections for any conveyance.
7. Attend meetings as needed.
8. Direct billing (optional)

- **Procedures for Elevator Inspections and Building/Residential Plan Review**

The successful proposer will receive all details and plans directly from the applicant for review and approval. Upon approval, the proposer will stamp the plans as approved and return to the applicant for submittal to the Village. All correspondence about the details and plans will remain between the applicant and the proposer.

- **Procedures for Billing**

The Village is requesting that the successful proposer bill the applicant/conveyance owner directly.

If direct billing the applicant/conveyance owner is not a feature offered, the successful proposer shall bill the Village monthly, shall provide on a monthly basis, provide an itemized list with elevator (property) address, elevator identifier, and project number (for building permits) of plan reviews and inspections completed during the billing period. As an option, please include in your proposal if your firm does direct commercial or residential customer billing.

- **Requirements for Inspectors**

The successful proposer shall only employ State of Illinois licensed inspectors to conduct inspection services in the Village and shall submit proof of licensing with the proposal.

- **Requirements for Compliance with Registered Elevator Program**

The successful proposer shall certify their compliance with the State of Illinois elevator inspection requirements. The proposer shall be responsible for the record keeping and reporting required by the Villages Elevator Safety Program including reporting of annual and monthly activity, reporting instances of noncompliance, providing copies of permits, and maintaining for inspection these and related records for a period of one (1) year.

Section 3. Proposal

A. General Information

Three (3) copies of the proposal shall be submitted in a sealed envelope to:

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

and clearly marked on the outside of the envelope **"Elevator Inspection Services and Plan Review Services"** on or before **3:00 p.m. Wednesday, November 20, 2024**. Proposals received after the submittal time will be rejected and returned unopened to the sender.

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

B. Proposal Submission:

Interested vendors must submit the following in their sealed proposal:

- Company profile and experience in Elevator Inspection and Plan Review Services.
- Company address for their Illinois based office location.
- Include five (5) references from current and past clients for Elevator Inspection and Plan Review Services.
- Include the names and copies of State of Illinois Elevator Inspector License of the dedicated employees assigned to the Village for these Services.
- Any exceptions taken to this Request for Proposals shall clearly be identified.
- Proposal Form (Section C), Detailed cost Spreadsheet and Narrative.

C. Proposal

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

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

2025 ELEVATOR INSPECTION AND PLAN REVIEW SERVICES

ITEM	ESTIMATED QUANTITY	COST	EXTENDED COST
Initial Plan Review of New Conveyance	50	\$ 40.00	\$ 2000.00
Initial Inspection of New Conveyance	50	\$ 40.00	\$ 2000.00
Annual Conveyance Inspection	400	\$ 32.00	\$ 12,800.00
Re-Inspection of Failed Conveyance	200	\$ 27.00	\$ 5400.00
Grand Total			\$ 22,200.00
Optional: Direct Billing	400	\$ 13.00	\$ 5,200.00

GRAND TOTAL IN WORDS:

Twenty-two thousand two hundred dollars

2026 ELEVATOR INSPECTION AND PLAN REVIEW SERVICES

ITEM	ESTIMATED QUANTITY	COST	EXTENDED COST
Initial Plan Review of New Conveyance	50	\$ 40.00	\$ 2000.00
Initial Inspection of New Conveyance	50	\$ 40.00	\$ 2000.00
Annual Conveyance Inspection	400	\$ 32.00	\$ 12,800.00
Re-Inspection of Failed Conveyance	200	\$ 27.00	\$ 5,400.00
Grand Total			\$ 22,200.00
Optional: Direct Billing	400	\$ 13.00	\$ 5,200.00

GRAND TOTAL IN WORDS:

Twenty-two thousand two hundred dollars

2027 ELEVATOR INSPECTION AND PLAN REVIEW SERVICES

ITEM	ESTIMATED QUANTITY	COST	EXTENDED COST
Initial Plan Review of New Conveyance	50	\$ 40.00	\$ 2000.00
Initial Inspection of New Conveyance	50	\$ 40.00	\$ 2000.00
Annual Conveyance Inspection	400	\$ 32.00	\$ 12,800.00
Re-Inspection of Failed Conveyance	200	\$ 27.00	\$ 5,400.00
Grand Total			\$ 22,200.00
Optional: Direct Billing	400	\$ 14.00	\$ 5,600.00

GRAND TOTAL IN WORDS:

Twenty-two thousand two hundred dollars

2028 ELEVATOR INSPECTION AND PLAN REVIEW SERVICES

ITEM	ESTIMATED QUANTITY	COST	EXTENDED COST
Initial Plan Review of New Conveyance	50	\$ 40.00	\$ 2000.00
Initial Inspection of New Conveyance	50	\$ 40.00	\$ 2000.00
Annual Conveyance Inspection	400	\$ 32.00	\$ 12,800.00
Re-Inspection of Failed Conveyance	200	\$ 27.00	\$ 5,400.00
Grand Total			\$ 22,200.00
Optional: Direct Billing	400	\$ 14.00	\$ 5,600.00

GRAND TOTAL IN WORDS:

Twenty-two thousand two hundred dollars

2029 ELEVATOR INSPECTION AND PLAN REVIEW SERVICES

ITEM	ESTIMATED QUANTITY	COST	EXTENDED COST
Initial Plan Review of New Conveyance	50	\$ 40.00	\$ 2000.00
Initial Inspection of New Conveyance	50	\$ 40.00	\$ 2000.00
Annual Conveyance Inspection	400	\$ 32.00	\$ 12,800.00
Re-Inspection of Failed Conveyance	200	\$ 27.00	\$ 5,400.00
Grand Total			\$ 22,200.00
Optional: Direct Billing	400	\$ 15.00	\$ 6,000.00

GRAND TOTAL IN WORDS:

Twenty-two thousand two hundred dollars

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

Firm Name: Elevator Inspection Service Company, LLC

Address: 745 McClintock Drive, Suite 235

City, State, ZIP: Burr Ridge, IL 60527

Signature: *Cynthia Turk*

Name Printed: Cynthia Turk

Title: General Manager

Telephone: 630-323-6541 Date: 11/20/2024

If a Corporation:

ATTEST:

Anthony S. B. Bore
Secretary

D. General Terms and Conditions

1. PREPARATION AND SUBMISSION OF PROPOSALS:

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

2. CONDITIONS:

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

- d) The requirements of this RFP will be included in the agreement with the selected firm.

3. PAYMENT:

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

4. INDEMNIFICATION:

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

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

5. INSURANCE:

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

Each proposer performing any work pursuant to a contract with the Village of Oak Brook and each permittee working under a permit as required pursuant to the provisions of Title 1, Chapter 8 of the Code of Ordinances of the Village of Oak Brook (hereinafter referred to as "Insured") shall be required to carry such insurance as specified herein. Such proposer and permittee shall procure and maintain for the duration of the contract or permit insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work under the contract or permit, by either the proposer, permittee, or their agents, representatives, employees or subcontractors.

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

- A. General Liability - \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, provided that when the estimated cost of the work in question does not exceed \$5,000, the required limit shall be \$500,000;
- B. Automobile Liability (if applicable) - \$1,000,000 combined single limit per accident for bodily injury and property damage;
- C. Worker's Compensation and Employer's Liability - Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employer's Liability limits of \$1,000,000 per accident.

Any deductibles or self-insured retention must be declared to and approved by the Village. At the option of the Village, either the insurer shall reduce or eliminate such deductible or self-insured retention as respects the Village, its officers, officials, employees, and volunteers; or the Insured shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses to the extent of such deductible or self-insured retention.

The policies shall contain, or be endorsed to contain, the following provisions:

D. General Liability and Automobile Liability Coverage -

- (1) The Village, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Insured; premises owned, occupied, or used by the Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, volunteers, or agents.
- (2) The Insured's insurance coverage shall be primary insurance as respects the Village, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, volunteers, or agents shall be in excess of the Insured's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, officials, employees, volunteers, or agents.
- (4) The Insured's insurance shall apply separately to each covered party against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

E. Worker's Compensation and Employer's Liability Coverage

The policy shall waive all rights of subrogation against the Village, its officers, officials, employees, volunteers, and agents for losses arising from work performed by the insured for the Village.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail has been given to the Village. Each insurance policy shall name the Village, its officers, officials and employees, volunteers, and agents as additional Insureds. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

Each Insured shall furnish the Village with certificates of insurance and with original endorsements effecting coverage required by this provision. The certificate and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the Village and shall be subject to approval by the Village Attorney before work commences. The Village reserves the right to require complete, certified copies of all required insurance policies, at any time.

Each insured shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6. EQUAL OPPORTUNITY:

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

7. EXECUTION OF DOCUMENTS:

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

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

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

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

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

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

8. **NON-DISCRIMINATING:**
The Proposer, its employees, and subcontractors, agrees not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.
9. **NEGOTIATIONS:**
The Village reserves the right to negotiate specifications, terms, and conditions which may be necessary or appropriate to the accomplishment of the purpose of the RFP. The Village may require the entire proposal be made an integral part of the resulting agreement. This implies that all responses, supplemental information, and other submissions provided by the proposer during discussions or negotiations will be held by the Village as contractually binding on the successful proposer.
10. **AGREEMENT TERMINATION:**
The Village reserves the right to cancel all or part of this agreement upon thirty (30) days written notice to the Proposer.
11. **INCURRED COSTS:**
The Village will not be liable in any way for any costs incurred by respondents in replying to this RFP. Proposer agrees to comply with all laws, ordinances, and rules of the Village and the State of Illinois.
12. **PROPOSER'S RESPONSIBILITIES:**
The selected Proposer will be required to assume responsibility for all services offered in this proposal. The Village will consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the agreement.
13. **DEFAULT:**
The agreement may be canceled or annulled by the Village in whole or in part by written notice of default to the Proposer upon nonperformance or violation of agreement terms. An award may be made to another proposer with services similar to those so terminated. Failure of the Proposer to deliver services within the time stipulated in his offer, unless extended in writing by the Owner, shall constitute agreement default.
14. **INDEPENDENT CONTRACTOR:**
There is no employee/employer relationship between the Proposer and the Village. Proposer is an independent contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, et seq.). The VILLAGE will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Proposer. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Proposer and the Village, and the Village is not and will not be liable for any obligations incurred by the Proposer, including but not limited to unpaid minimum wages and/or overtime premiums, nor

does there exist an agency relationship or partnership between the Village and the Proposer.

15. PERFORMANCE CLAUSE:

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

16. GOVERNING LAW:

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

Section 4. Review Process

A. Evaluation of Proposals and Selection

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

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

B. Basis of Award

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

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

1. Compliance with RFP. Adherence to all conditions and requirements of the RFP.
2. Understanding of Requested Services. The proposers' understanding of the engagement, the Village's objectives, and the nature and scope of the work involved.

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

VILLAGE OF OAK BROOK

Elevator Inspection and Plan Review Services Request for Proposals Q&A Memo

This memo is meant as a supplement to the Elevator Inspection and Plan Review Services Request for Proposals dated November 2024 and is in response to questions asked by interested firms. Questions concerning this memo should be addressed to Rania Serences, Purchasing & Budgeting Coordinator, rserences@oak-brook.org.

1. Page 4, Section 3. Item B. Is it required to have an Illinois based office? Must be licensed in Illinois per OSFM.
2. Page 3, Section 2. Item 5. Please elaborate on the requirements involved with the issuance of Village Elevator certificates. Currently issued by the Village but looking to change to the inspection company to issue after billing.
3. Page 3, Section 2. Item 7. Will meetings be in person or virtual? All meetings are in person.
4. Does this current contract include test witnessing? If not, how will test witnessing be managed for the 400 devices? No, test witnessing is not the agreement. Test witnessing is done separately for each maintenance company/service provider.
5. Who is the incumbent inspection company? Elevator Inspection Services Company, Inc. (EIS)
6. Does the incumbent currently provide direct billing? No, but it is offered as a service from our current provider and an option we are looking to utilize.
7. Does the incumbent currently provide test witnessing for the 400 devices under a separate contract with the elevator owners/managers? Yes, they do provide test witnessing and they contract directly with the elevator owners/managers.
8. Are there additional bid documents to review aside from the RFP? No.



References

Village of Skokie
5127 Oakton
Skokie, IL 60077
Angel Schnur
847-933-8400
angel.schnur@Skokie.org

City of Evanston
2100 Ridge, Room 3500
Evanston, IL 60201
Angela Butler
847-859-7721
abutler@cityofevanston.org

City of Rockford
425 E. State St.
Rockford, IL 61104
Jordan Moyer
773-348-7093
Jordan.moyer@rockford.org

City of Wheaton
303 W Wesley Street
Wheaton, IL 60187
Lisa Coluzzi
630-260-2050
lcoluzzi@wheaton.il.us

City of Joliet
150 W. Jefferson Street
Joliet, IL. 60432
Jacob Glavan
815-724-4146
jglavan@joliet.gov



STATE OF ILLINOIS
OFFICE OF THE STATE FIRE MARSHAL
DIVISION OF ELEVATOR SAFETY



James R. Thompson Center • 555 West Monroe Street Suite 1300-N • Chicago, IL 60661

ELEVATOR INSPECTION CO LICENSE NO. IL03861

Expiration Date (11/24/2024)

This is to certify that Elevator Inspection Service Company has met all the requirements and is duly authorized to perform such work as set forth by the Elevator Safety Review Board in this state under this license issued this day 11/24/2008.

Dale Simpson
Acting Fire Marshal

Robert Capuani
Director of Elevator Safety

Theodore Shank

tshankmdwst@yahoo.com

(630) 392-1267

Elmhurst, IL

With over 52 years of comprehensive experience in the elevator industry, I bring a wealth of expertise as a seasoned mechanic, administrator for the union school, regional apprenticeship coordinator, and inspector. Throughout my career, I have consistently demonstrated a proven track record of excellence, ensuring the highest standards of safety, efficiency, and operational effectiveness in every role undertaken.

WORK EXPERIENCE

Inspector (Illinois state licensed)

Elevator Inspection Service | Burr Ridge, IL

2013 - Present

Conduct inspections for the Annual Inspection Certification (AIC) Program in Chicago, overseeing municipal annual inspections, witnessing testing, and accepting new units. Manage scheduling, respond to inquiries from contractors and municipalities, and ensure compliance with regulatory standards.

Inspector (Texas and Illinois state licensed)

BOCA | Dallas, Texas

2011 - 2013

Primarily complete inspections for the Annual Inspection Certification (AIC) Program in Chicago, also completed inspections in Houston.

Mechanic

Kone | Lombard, IL

2008 - 2011

Maintained elevators and escalators at office buildings in the city of Chicago.

Midwest Regional Coordinator (2001 – 2008)

Director, Chicago NEIEP School (2000 – 2001)

Instructor (1999 – 2000)

NEIEP | North Attleboro, MA

1999 - 2008

Began at NEIEP teaching basic electricity, advanced to Director, Chicago NEIEP School where primary functions were scheduling classes, managing faculty, and administering the curriculum. As Midwest Regional Coordinator, oversaw eight local programs.

Mechanic

Westinghouse/Schindler | Oakbrook Terrace, IL

Montgomery/Kone | Lombard, IL

1972 - 1999

Maintained elevators and escalators at office buildings in the city of Chicago and surrounding suburbs.

EDUCATION/CERTIFICATIONS

QEI Certification

NAESA

2002

Bachelor of Arts in Liberal Arts

Judson College

1971

Illinois Office of the State Fire Marshal
Elevator Safety Division

THIS IS TO CERTIFY THAT

Theodore Shank

Elevator Inspector License



HAS MET ALL THE REQUIREMENTS AND IS DULY AUTHORIZED TO
PERFORM SUCH WORK AS SET FORTH BY THE ELEVATOR SAFETY REVIEW
BOARD IN THIS STATE.

License # IL04324

Expires: 05/31/2025

James A. Rivera
State Fire Marshal

NAESA International

This is to certify that

Theodore Shank

is qualified as a

CERTIFIED ELEVATOR INSPECTOR



Professional Member

Certification No. C-2355
Effective: 04/05/2002
Expiration: 06/30/2025

Executive Director

Anthony J. DiBiase

QUALIFICATIONS

Positions successfully performed in the elevator industry from September 16, 1966, to Present

Helper - Construction Department, Service Department, Modernization Department.

Mechanic - Service Department, Modernization Department, Maintenance Department

Field Adjuster - Construction Department

Supervisor - Maintenance Department

Account Manager - Sales/Service/Maintenance Department

Operations Manager - Service/Maintenance Department

Territory Manager - Sales/Service/Maintenance/Field Personnel

Safety Director - All Field Personnel

Training Coordinator - All Field Personnel

WORK HISTORY

Helper (apprentice), September 1966 through June 1969

Mechanic June 1969 through March 1989

Maintenance Supervisor, March 1989 through January 1994

Account Manager, January 1994 through April 1996

Operations Manager, April 1996 to present.

Elevator Inspector, April 2002 to present.

EDUCATION

8 Years Grade School, graduating June 1962

4 Years High School, graduating June 1966

IUEC (union) and Company provided courses for elevator constructors 1967-1985

Continuing education regarding elevator industry topics, e.g., seminars, symposiums, new product training classes, management courses, supervision courses, sales seminars, ASME Code. Workshops 1989—ongoing.

LICENSES & CERTIFICATES

Qualified Elevator Inspector (QEI) Certification C-1925, since January 13, 2001

Illinois State Inspectors License # 01097

Wisconsin Department of Safety and Professional Services License #1459660



Illinois Office of the State Fire Marshal
Elevator Safety Division

THIS IS TO CERTIFY THAT

Anthony DiBiase
Elevator Inspector License

HAS MET ALL THE REQUIREMENTS AND IS DULY AUTHORIZED TO
PERFORM SUCH WORK AS SET FORTH BY THE ELEVATOR SAFETY REVIEW
BOARD IN THIS STATE.

License # IL01097
Expires: 02/26/2025


Dale Simpson
Acting Fire Marshal



NAESA International

This is to certify that

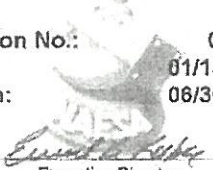
Anthony J. DiBiase

is qualified as a
CERTIFIED ELEVATOR INSPECTOR



Professional Member

Certification No.: C-1925
Effective: 01/13/2001
Expiration: 06/30/2025


Executive Director



CERTIFICATE OF LIABILITY INSURANCE

1/31/2025

DATE (MM/DD/YYYY)

11/19/2024

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES, LLC 500 West Monroe, Suite 3400 CHICAGO IL 60661 (312) 669-6900 midwestcertificates@lockton.com	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1547198 Elevator Inspection Service Company, LLC 745 McClintock Drive, #235 Burr Ridge IL 60527	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Charter Oak Fire Insurance Company		25615
	INSURER B: The Travelers Indemnity Company		25658
	INSURER C: Travelers Property Casualty Company of America		25674
	INSURER D: The Travelers Indemnity Company of Connecticut		25682
	INSURER E: Lexington Insurance Company		19437
INSURER F: AXIS Insurance Company		37273	

COVERAGES **CERTIFICATE NUMBER:** 21161743 **REVISION NUMBER:** XXXXXXXX

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	N	P-630-5X08124A-COF-24	8/30/2024	1/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	N	BA-5X08212A-24-43-G	8/30/2024	1/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	N	N	CUP-7X410741-24-43	8/30/2024	1/31/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-7X395757-24-43-E	8/30/2024	1/31/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability	N	N	015136002	8/30/2024	1/31/2025	Each Claim \$5,000,000
F	Crime	N	N	P-001-001350516-01	8/30/2024	1/31/2025	Aggregate \$5,000,000 \$1,000,000 Theft of Client's Property

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Village, its officers, officials, employees, and volunteers are included as additional insureds on a Primary and Non-contributory basis if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy. A waiver of subrogation applies in favor of The Village, its officers, officials, employees, and volunteers if required by written contract with respect to Workers' Compensation per the terms and conditions of the policy where permitted by state law.

CERTIFICATE HOLDER

21161743
Village of Oak Brook
1200 Oak Brook Rd.
Oak Brook, IL 60523

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ELEVATOR INSPECTION SERVICE COMPANY, LLC
EST. 1976

ANNUAL ELEVATOR INSPECTION DIRECT BILLING PROGRAM

There are many benefits to Oak Brook by choosing the direct billing program. These benefits include that the Village will maintain revenue and control over the conveyances without the extra work, which enables you to free up Village employees for other important tasks. EIS will do it all.

With Direct Billing, EIS handles all accounting and collections, again freeing up Village employees. Oak Brook is paid their agreed inspection fee portion for money collected each quarter. EIS will keep a collection spreadsheet and include it for your records. Oak Brook can increase the inspection fee revenue without affecting our Direct Billing Service fee.

The building owners will be invoiced per conveyance, showing a line-item consisting of our Direct Billing Cost, Inspection Cost and the agreed amount for Oak Brook's portion of our service.

Upon payment of an invoice, EIS will issue a certificate to the building owner for all "compliant conveyances" included on the invoice. This enables the Village to maintain control over the non-compliant buildings that are not making timely repairs on their noted Code Violations.

As an added benefit, the impact on the building owners is minimum, and they will continue to receive the quality inspection services and customer service that Elevator Inspection Service Company (EIS) has been supplying to the Village of Oak Brook since 2002.

This time-saving program has benefitted many of our Municipalities, and we are excited and feel confident that the City of Oak Brook, too, will significantly benefit from this cost-saving program.



ELEVATOR INSPECTION SERVICE CO.
 745 McClintock Drive, Suite 235
 Burr Ridge, IL 60527
 Office 630.323.6541
 Fax 630.323.7149
 www.elevator-inspection.com



EIS Services and Schedule of Fees - DIRECT BILLING SERVICE

TYPE OF SERVICE	FEE	SERVICE PROVIDED BY EIS	NOTE
Annual Code Inspection	\$32.00 (per unit)	- Provides State Approved Forms. - EIS Stores Records.	Copies of Reports left on-site, either with a Building Official and/or in machine room.
Code Re-Inspection (as needed)	\$27.00 (per unit)	- Provides State Approved Forms. - EIS Stores Hard Copy Records.	- Code Re-Inspection typically occurs 30 days after previously Failed Inspection. - Copies of Reports left on-site, either with a Building Official and/or in machine room. - After 3 Failed Inspections, Reports are turned over to Municipality for further action.
EIS Direct Billing for Code Inspections	\$13.00 (per unit)	- Itemized Invoice sent directly to the Property Billing Address with copy of the Inspection Report. - EIS handles all accounting and collections. - Oak Brook is paid their agreed upon portion for all money collected during each quarter. - EIS will keep a collection spreadsheet and include it for your records.	- The \$13.00 fee includes all labor, Postage, Envelopes and Certificate Stock. - The Building Owners are Invoiced per Conveyance with one line-item consisting of our Inspection Fee, Direct Billing Fee, and the agreed amount of Oak Brook's portion of the service. - For billing purposes, EIS requires a current address list.
Final Elevator Drawings/ Plan Review New Construction or Mod Inspection	\$80.00 (per unit)	- Review of Elevator Drawings. - Completed Plan Review returned to the Village of Oak Brook. - Coordinates Appointment with Elevator Company. - Provides State Approved Forms. - Provides Copies of all Inspections to Village of Oak Brook. - EIS Purchases Certificate Stock. - EIS will maintain a current Building Address Spreadsheet.	- EIS will accept plans via email, as applicable. - EIS will return plans via email, as applicable. - Elevator Company contacts EIS to schedule Inspection when work is completed. - EIS will Invoice the Village of Oak Brook for all new Construction or Modernizations to clear Permits. - Upon Passing Inspection and Receipt of Payment the Certificate is Mailed to the Billing Address of the Property
Certificate Distribution	Included		

EIS will customize procedures to accommodate your goals, objectives and procedures.



ITEM 10.A.17.

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
December 10, 2024

SUBJECT: Purchase - Storage Area Network (SAN) Array

FROM: Thomas Gilbert, Information Technology Director

BUDGET SOURCE/BUDGET IMPACT: Information Technology Program -- Computer Hardware and Software (151-91600)

RECOMMENDED MOTION: I move to approve Resolution R-2255, A Resolution Approving and Authorizing the Execution of a Purchase Order to Current Technologies for the Purchase and Installation of San Storage Array

Background/History:

The Village's IT infrastructure currently operates within a virtualized environment that supports our essential network servers and systems. To further optimize our infrastructure, we are adding another Storage Array (SAN) to facilitate the migration of two physical servers scheduled for replacement this and next year. This additional SAN will enhance our virtual environment's capacity and ensure a smoother transition of resources, allowing these servers to be virtualized and integrated seamlessly.

Vendor Proposals: Following a informal request for proposals to qualified vendors, we received three responses:

- Proposal 1: This proposal was significantly above budget and was not considered feasible.
- Proposal 2: Demo Unit Proposal: Priced at \$35,083.87, this unit includes a full warranty and is readily available. Installation of the SAN is an additional \$3,720.00.
- Proposal 3: New Unit Proposal: Priced at \$58,354.96, including installation, provided by the manufacturer's preferred supplier for the Village.

After reviewing the three (3) proposals received, staff determined that Proposal 2, submitted by Current Technology and described above, is the best overall value to the Village. The unit we are

purchasing is a demo, but comes with a full 5-year warranty. Current Technologies has completed many projects for the Village and staff have always been satisfied with their work.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2255, A Resolution Approving and Authorizing the Execution of a Purchase Order to Current Technologies for the Purchase and Installation of San Storage Array

Attachments:

1. 2024-IT-CMPTR-NET-SAN-R-2255
2. SAN_CTC
3. SAN_INstallation

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2024-IT-CMPTR-NET-SAN-R-2255

A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION OF A
PURCHASE ORDER TO CURRENT TECHNOLOGIES FOR THE
PURCHASE AND INSTALLATION OF SAN STORAGE ARRAY

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

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

Village Board

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

RESOLUTION NO. 2024-IT-CMPTR-NET-SAN-R-2255

A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE ORDER TO
CURRENT TECHNOLOGIES FOR THE PURCHASE AND INSTALLATION OF SAN
STORAGE ARRAY

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

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

WHEREAS, Village Staff proposes to add an additional Storage Array (SAN) to facilitate the migration of two physical servers scheduled for replacement this and next year. This SAN addition will enhance the Village's virtual environment's capacity and ensure a smoother transition of resources, allowing these servers to be virtualized and integrated seamlessly;

WHEREAS, Staff has solicited proposals from three reputable technology companies for the desired for the purchase and installation of SAN Attached Storage Array ("Equipment");

WHEREAS, Staff of the three quotes received, Staff recommends the Corporate Authorities authorize and approve the submittal for the Equipment in the amount of \$38,803.87, from Current Technologies ("Company"), subject to the terms and conditions in the Purchase Order ("Purchase Order") attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Village President and the Board of Trustees have determined that it is in the best interest of the Village to approve the Purchase Order provided herein,

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

Section One – Recitals

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

Section Two – Approval of Purchase Order

The Village President and Board of Trustees hereby approve the Purchase Order with Company for the Equipment, substantially in the same form attached hereto as Exhibit A.

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute the Purchase Order, substantially in the form of such attached hereto as Exhibit A.

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six -- Waiver of Bidding Requirements

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

Section Seven - Acts of Village Officials

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

Section Eight – Effective Date

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

Section Nine - Publication

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

Section Ten – Conflict Clause

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

Section Eleven – Saving Clause

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

Section Twelve – Recording

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

PASSED THIS 10th day of December 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 10th day of December 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

We have prepared a quote for you

**Dell Renew Dell PowerVault ME50
512 5 Year support**

Quote # 001691ILCT
Version 1

Prepared for:

Oak Brook, Village of

Prepared by:

Current Technologies Corporation

Hardware

Product Description	Qty	Price	Ext. Price	Tax
Dell PowerVault ME5012 12LFF Storage Array	1	\$35,083.87	\$35,083.87	\$0.00
Qty	Part Number	Description		
1	ME5012-CTO-RF	Dell PowerVault ME5012 12LFF Storage Array		
2		DELL ME5012/ME5024 10GB iSCSI Base-T 4 Port Controller		
6		Dell 8TB 7.2K SAS 512e Hard Drive 3.5in 12GB/s		
6		Dell 7.68TB SAS SSD Read Intensive PM1643a TLC 2.5in 12Gb/s		
2		Dell ME5012/5024 580W Power Supply		
1		Dell ME5024 ReadyRails Sliding Rail Kit		
1		Dell 2U Bezel for ME4012/4024 and ME5012/5024		
2		DELL Power Cord 125V 15A 10FT 5-15/C13		
1		Dell ME5024 ProSupport 4hr Mission Critical 5yr		

Dell Renew Dell PowerVault ME50 512 5 Year support

Quote Information:

Quote #: 001691ILCT
Version: 1
Delivery Date: 11/15/2024
Expiration Date: 12/13/2024

Prepared for:

Oak Brook, Village of
1200 Oak Brook Road
Oak Brook, IL 60523
Ejaz Khan
(630) 368-5172
ekhan@oak-brook.org

Prepared by:

Current Technologies Corporation
Dan Bergschneider
7735072337
dbergschneider@currenttech.net

Quote Summary

Description	Amount
Hardware	\$35,083.87
Total:	\$35,083.87

This quote is subject to Current Technologies Terms and Conditions located at <https://www.getcurrent.net/terms> . Product and labor orders over \$10,000 require 50% payment up front, 50% due within 15 days of receipt or upon completion of project. If shipping/handling and applicable sales tax are not included in quote, they will be invoiced accordingly. The following items require prepayment in full: Software, Hardware/Software Maintenance Contracts & Support.

Current Technologies Corporation

Oak Brook, Village of

Signature: _____
Name: Dan Bergschneider
Title: Senior Enterprise Account Manager
Date: 11/15/2024

Signature: _____
Name: Ejaz Khan
Date: _____

We have prepared a quote for you

Dell Storage Array Installation

Quote # 001692ILCT
Version 1

Prepared for:

Oak Brook, Village of

Prepared by:

Current Technologies Corporation

Hardware

Product Description	Qty	Price	Ext. Price	Tax
Current Technologies - Retainer - Prepaid Labor Block Hours Non-refundable, non-transferable.	24	\$155.00	\$3,720.00	\$0.00
			Subtotal:	\$3,720.00

Dell Storage Array Installation

Quote Information:

Quote #: 001692ILCT

Version: 1

Delivery Date: 11/15/2024

Expiration Date: 12/13/2024

Prepared for:

Oak Brook, Village of

1200 Oak Brook Road

Oak Brook, IL 60523

Ejaz Khan

(630) 368-5172

ekhan@oak-brook.org

Prepared by:

Current Technologies Corporation

Dan Bergschneider

7735072337

dbergschneider@currenttech.net

Quote Summary

Description	Amount
Hardware	\$3,720.00
Total:	\$3,720.00

This quote is subject to Current Technologies Terms and Conditions located at <https://www.getcurrent.net/terms> . Product and labor orders over \$10,000 require 50% payment up front, 50% due within 15 days of receipt or upon completion of project. If shipping/handling and applicable sales tax are not included in quote, they will be invoiced accordingly. The following items require prepayment in full: Software, Hardware/Software Maintenance Contracts & Support.

Current Technologies Corporation**Oak Brook, Village of**

Signature: _____

Name: Dan BergschneiderTitle: Senior Enterprise Account ManagerDate: 11/15/2024

Signature: _____

Name: Ejaz Khan

Date: _____



ITEM 10.A.18.

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
December 10, 2024

SUBJECT: Johnson Control Alarm Monitoring Agreement

FROM: Kevin Fleege, Fire Chief

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to approve Resolution R-2256, A Resolution Approving and Authorizing the Execution of an Agreement with Johnson Controls Security Solutions for Alarm Monitoring Services

Background/History:

For over the past 40 years the Village of Oak Brook has been under contract with Johnson Controls Security Solutions (formerly Tyco Integrated Security) to provide alarm monitoring equipment and services for the Village. The current (5) year agreement has been in an evergreen clause since it expired in November of 2019.

Currently, the Village receives alarms for both burglar and fire alarms via wireless radio "mesh" technology that was installed by Johnson Controls (JCSS) in 2009. Alarm signals are received by the alarm monitoring equipment installed by JCSS throughout the Village of Oak Brook and the signal is then transmitted to the Du-Comm Communication Center for monitoring and dispatch. The Village and Du-Comm currently oversee over 450 wireless alarms from commercial occupancies throughout the community.

The proposed agreement renewal in essence is the same agreement that was adopted in 2014. The changes within the agreement being recommended are mostly related to cleaning up the document to reflect the name change from Tyco Integrated Security, LLC to Johnson Controls Security Solutions, renewing the contract term, and recapturing the original Village administrative fee per alarm. The proposed agreement continues to require the vendor to make quarterly payments to the Village on the "actual" number of alarms being monitored and administered by the Village with the exception of the Village of Oak Brook, Butler School District 53, and the Oak Brook Park District alarms; which are not charged a fee.

Staff is recommending a change from the previous agreement to increase the monthly administrative fee the Village receives from the current \$22.00 rate to \$25.50 per month per alarm to reestablish the amount of the fee the Village retains (\$8.00) to support the fire and burglar alarm network. When the previous agreement was established, the Village was paying Du-Comm \$14.00 per month per alarm for alarm monitoring services. In 2023, Du-Comm began increasing the \$14.00 per month per alarm fee incrementally to come in line with what other PSAPs receive for alarms. As of January 1, 2025, Du-Comm will make their final foreseeable increase to their monitoring fees of \$17.50 per month per alarm. Most importantly, Johnson Controls has agreed to maintain the end user monthly fee at a rate of \$91.00 despite the increase of \$25.50 per month to the Village.

By reestablishing the \$8.00 retention of an administrative fee for supporting the fire and burglar alarm network, the total annual projected revenue to the Village from this agreement is approximately \$43,200 based on 450 alarms. This will be an \$18,900 increase to projected revenue as compared to maintaining the current agreement rates.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2256, A Resolution Approving and Authorizing the Execution of an Agreement with Johnson Controls Security Solutions for Alarm Monitoring Services.

Attachments:

1. 2024-IT-ALRM-AG-R-2256
2. JCI Oak Brook Municipal Agreement 2025
3. Letter of Understanding December 2024

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2024-IT-ALRM-AG-R-2256

A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION OF AN
AGREEMENT WITH JOHNSON CONTROLS SECURITY
SOLUTIONS FOR ALARM MONITORING SERVICES

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

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

Village Board

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

RESOLUTION NO. 2024-IT-ALRM-AG-R-2256

A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH JOHNSON
CONTROLS SECURITY SOLUTIONS FOR ALARM MONITORING 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, Village residents may subscribe for direct connect alarm services that connect directly to the Village's emergency monitoring equipment provided that a resident's alarm service provider enters into an agreement with the Village to connect the provider's alarm board monitoring equipment to the Village's equipment as provided by Chapter 3 Title 6 of the Village Code; and

WHEREAS, the Village's existing agreement for the aforementioned services with Johnson Controls Security Solutions is set to expire and is in need of renewal;

WHEREAS, Staff recommends the Corporate Authorities authorize and approve the Alarm Monitoring Agreement with Johnson Controls Security Solutions ("Company") for alarm monitoring services (the "Services"), subject to the terms and conditions in the Agreement ("Agreement") attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Village President and the Board of Trustees have determined that it is in the best interest of the Village to approve the Agreement provided herein,

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

Section One – Recitals

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

Section Two – Approval of Agreement

The Village President and Board of Trustees hereby approve the Agreement with Company for the Services, substantially in the same form attached hereto as Exhibit A.

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute the Agreement, substantially in the form of such attached hereto as Exhibit A.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of the contract 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 contract and of this Resolution.

Section Six -- Waiver of Bidding Requirements

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

Section Seven - Acts of Village Officials

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

Section Eight – Effective Date

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

Section Nine - Publication

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

Section Ten – Conflict Clause

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

Section Eleven – Saving Clause

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

Section Twelve – Recording

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

PASSED THIS 10th day of December 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 10th day of December 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

AGREEMENT

The Village of Oak Brook (hereinafter known as the "Village") and Johnson Controls Security Solutions, (hereinafter known as "JCSS"), agree as follows:

1. The Village hereby grants to JCSS, the right to install, maintain, replace, upgrade and operate, at JCSS's cost, for a period of five (5) years beginning on December 1, 2024, an alarm monitoring and receiving system (the "System") in the Village's Communications Center. The Village and JCSS do hereby agree and acknowledge that the privileges, rights, duties and obligations granted to JCSS under this Agreement shall be held personally in trust by JCSS and shall not be transferred without the prior consent of the Village.

2. The Village and JCSS acknowledge that there is now installed in the Communications Center equipment owned by JCSS required to operate the System and provide monitoring services (the "Equipment") to residents of the Village's service area, including businesses operating in the Village, who are now monitored at the Communication Center (hereinafter called "a Customer" or "Customers"), JCSS shall monitor existing Customers and any new Customers who in the future desire to be monitored at the Communications Center, provided that such existing and new Customers meet reasonable application criteria and enter into a direct agreement with JCSS, JCSS will provide sufficient additional Equipment to upgrade the existing system to monitor all existing Customers by AES mesh radio and as the need arises, any future Customers, JCSS upon reasonable request of the Village shall, at JCSS's cost, relocate the Equipment, and shall do so in a manner and at a time intended to minimize any disruption or disturbance of the operations of the Communications Center.

3. JCSS will maintain the Equipment with all attendant cable and labor, and further maintain it on a 24-hour basis, all at no expense to the Village. If the Equipment shall cease to be operable, JCSS shall immediately, after notification by the Village, endeavor to make any repairs necessary for the Equipment to be fully operable, JCSS shall replace the Equipment as necessary.

4. The Village understands that JCSS will charge other alarm companies an initial connection fee of \$200 for each of their customers for whom monitoring is provided hereunder. The monthly monitoring fee charged Customers by JCSS shall be \$50. These fees are exclusive of any fees of the Village, including the fee set forth in Paragraph 5, which may be passed to the Customers by JCSS, JCSS shall not charge the Village a connection fee or a monitoring fee for any monitoring services, which JCSS provides, to the Village through the System, JCSS may increase the monthly monitoring fees charged Customers effective as of any yearly anniversary of the date specified in Section I of this Agreement. Unless otherwise agreed by the Village in writing, the percentage increases in the monthly monitoring fees shall be no more than the percentage of increase in the wholesale price index for the Chicago Metropolitan Area as published for the U.S. Department of Commerce since the date specified in Section 1, or the effective date of the last increase in the monitoring fees, whichever date is later.

5. In addition to any other fees, JCSS shall collect from each customer a \$25.50 per month service charge for each site that is provided monitoring services through the System. JCSS shall account for and remit to the Village all funds collected as a result of the imposition of the service charge within sixty (60) days after the end of each calendar quarter.

In addition, JCSS will pay the village for all accounts being monitored on the alarm board excluding village accounts regardless of the payment status. The Village of Oak Brook agrees that

JCSS will be allowed to disconnect any nonpaying accounts, with ten (10) day written notice to the Village of Oak Brook. Any account so disconnected and seeking to be reconnected, will be subject to all charges or fees as well as moneys owed to JCSS and/or the Village.

6. JCSS's right to provide monitoring hereunder shall extend to all burglar, hold-up alarms, and fire alarms monitored by the Communications Center and other types of alarm monitoring requested by the Village, for a period of five (5) years from the date specified in Section 1 of this Agreement.

7. JCSS will continue to provide positions on the System for use of the Village, in a sufficient number to allow the supervision of existing Village, connections and shall provide a reasonable number of additional positions to the Village, as the need arises.

8. The Village acknowledges that the Equipment is owned by JCSS, and in the event this Agreement expires or is terminated for any reason, JCSS shall have the right to remove the Equipment upon a sixty (60) day written notice to the Village. In the event this Agreement expires or is terminated for any reason, JCSS shall remove the Equipment within ten (10) days after receiving a notice from the Village to remove the Equipment. In the event JCSS fails to remove the Equipment within this ten (10) day period, the Village shall have the right to remove and store the Equipment at JCSS's risk, cost and expense.

9. Prior to sixty (60) days before the end of this Agreement, as set forth in Section 6 either party may cancel this Agreement by giving the other party notice of cancellation by certified mail, return receipt requested. In the event that neither party gives the other party such notice of cancellation, then this Agreement shall be extended for successive three (3) month periods, provided that either party may terminate this Agreement at the end of any such three (3) month extension period by giving the other party notice of cancellation not less than sixty (60) days before the expiration of the three (3) Month period. If at any point this Agreement is terminated or expires, every reasonable effort will be made by JCSS so that there is no interruption of service to the Customers connected to the System at the time of termination of expiration.

10. Village shall, upon request, furnish to JCSS an opinion of legal counsel for the Village that this Agreement was properly authorized and is binding on the Village.

11. Indemnification: The JCSS shall protect, indemnify, save, defend and hold forever harmless the Village and/or its officers, officials, employees, volunteers and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including without limitation court costs, insurance deductibles and attorney's fees and expenses, which the Village and/or its officers, officials, employees, volunteers and agents may

incur, suffer or sustain, or for which the Village and/or its officers, employees and agents may become obligated by reason for any accident, injury to or death of persons or loss of or damage to property, or civil and/or constitutional infringement of rights (specifically including violations of any federal civil rights law), arising indirectly or directly in connection with or under, or as a result of, tins or any Agreement by virtue of any act or omission of any of the JCSS' s officers, employees, subcontractors, and/or agents, provided that the JCSS shall not be liable for claims, obligations, damages, penalties, causes of action, costs and expenses arising in part or in whole by any act or omission of the Village's officers, officials, employees, volunteers and/or agents.

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

In addition, to the fullest extent permitted by law, JCSS shall indemnify and hold harmless the Village, its officers, employees and agents, from any and all claims, costs liabilities, losses, damages, injuries, demands, actions, causes of actions, suits, proceedings, judgments and expenses, including without limitation, attorney's fees, court costs and other legal expenses arising out of or in connection with:

- A) JCSS's operation of the system.
- B) Any act or omission to act by JCSS, its employees, servants and agents, except to the extent a claim is based on the acts or omissions of the Village and/or its employees, officers or agents, when acting within the scope of their employment, office or agency.

12. It is understood and agreed that the Village shall have no liability to any third party as a result of the failure of the System to operate as intended. However, the Village shall notify JCSS of any system failures that it is or becomes aware of. JCSS agrees that it shall include in all contracts for services provided through the System, a provision which states that the customer agrees that the Village shall have no liability in the event that the System fails to operate as intended.

13. JCSS hereby assumes and shall bear the entire risk of loss and damage to any Equipment whether or not insured against, once such equipment is placed or installed in the Communication Center, without any recourse against the Village, its officers, employees and agents whatsoever. It is understood and agreed that the Village shall have no obligation to insure any part of the System or other property owned by **JCSS** located on premises owned or controlled by the Village against loss or damage.

14. It is understood and agreed that the Village shall endeavor to monitor the System, provided however, that the Village shall incur no liability of any kind, in the event it fails to monitor the System. JCSS's agreement with its customers shall include a provision that will exonerate or relieve the Village from liability to a customer and other third parties in the event

the Village fails to monitor the System or fails to promptly respond to an alarm transmitted through the System.

15. General Comprehensive Liability Insurance: Certificates of Insurance shall be presented to the Village within fifteen (15) days following approval of this Agreement by the Village.

During the term of this Agreement JCSS shall maintain insurance with limits no less than:

- A) General Liability - \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, provided that when the estimated cost of the work in question does not exceed \$25,000, the required limit shall be \$1,000,000;
- B) Automobile Liability (if applicable) - \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C) Worker's Compensation and Employer's Liability - Worker's Compensation limits as required by the State of Illinois and Employer's Liability limits of \$1,000,000 per accident.

Any deductibles or self-insured retention must be declared to and approved by the Village. At the option of the Village, either the insurer shall reduce or eliminate such deductible or self-insured retention as respects the Village, its officers, officials, employees and volunteers; or JCSS shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses to the extent of such deductible or self-insured retention.

The policies shall contain, or be endorsed to contain, the following provisions:

- A) General Liability and Automobile Liability Coverage:
 - (1) The Village, its officers, officials, employees and volunteers are to be covered as additional insureds with respect to: liability arising out of activities performed by or on behalf of JCSS; as well as premises owned, occupied or used by JCSS. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, volunteers, or agents.
 - (2) JCSS's insurance coverage shall be primary insurance as respects the Village, its officers, officials, employees, volunteers and agents. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, volunteers or agents shall be in excess of JCSS's insurance and shall not contribute with it.

- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, officials, employees, volunteers or agents.
- (4) JCSS's insurance shall apply separately to each covered party against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
- (5) Notwithstanding anything to the contrary contained in the foregoing, JCSS's insurance policies will not provide coverage for the negligence or other wrongful conduct of any additional insured.

B) Worker's Compensation and Employer's Liability Coverage:

- (1) The policy shall waive all rights of subrogation against the Village, its officers, officials, employees, volunteers and agents for losses arising from work performed by JCSS for the Village.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail has been given to the Village. Each insurance policy shall name the Village, its officers, officials and employees, volunteers and agents as additional Insureds. All insurance shall be placed with insurers with a Best's rating of no less than A-: VII.

JCSS shall furnish the Village with certificates of insurance and with original endorsements effecting coverage required by this provision. The certificate and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms shall subject to approval by the Village before work commences. The Village reserves the right to require complete, certified copies of all required insurance policies, at any time.

In addition, **JCSS** shall provide proof of such insurance at any time during this Agreement, when requested by the Village.

16. In the event of any action at law or suit in equity in relation to this Agreement, the prevailing party shall be entitled to a reasonable sum for its attorney's fees. Venue for any action arising in connection with this Agreement shall be in the 18th Judicial Circuit (DuPage County) Illinois.

17. This Agreement does not confer any duties or benefits and any rights on any entities other than JCSS and the Village.

18. This Agreement incorporates the entire agreement and understanding between the parties and there are no oral agreements, understandings, or representations between the parties which are not reduced to writing herein, including attachments. This Agreement may not be changed, modified or discharged, except in writing executed by all parties hereto.

19. This Agreement shall not be assigned by any party without the express written consent of the parties, which consent may be withheld, in the sole discretion of the other parties. Notwithstanding the foregoing, JCSS shall have the right, without the Village's consent, to assign or otherwise transfer this Agreement to any of its affiliate, subsidiary or parent companies, or to an entity other than an affiliate, subsidiary or parent company that (i) acquires substantially all of the assets or stock of, merges or consolidates with or into, or acquires a controlling interest in it, and (ii) expressly assumes in writing JCSS' s obligations and responsibilities hereunder.

20. This Agreement may not be amended except pursuant to a written instrument signed by both parties.

21. If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable or unenforceable, then this entire Agreement shall be null and void.

22. This Agreement is binding upon the successors and assigns of the parties.

23. The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

24. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties. The parties shall each be solely responsible for the conduct of their respective officers, employees and agents in connection with the performance of their obligations under this Agreement.

25. This Agreement may be executed in counterparts, facsimile signatures shall be sufficient.

26. Any notice or demand required or permitted hereunder shall be in writing and shall be deemed duly served if mailed by prepaid registered or certified mail, return receipt requested or personally delivered with evidence of receipt, addressed as follows:

To the Village: Village of Oak Brook
 1200 Oak Brook Road
 Oak Brook, Illinois 60523
 Attn: Village Manager

To JCSS: Johnson Controls Security
 Solutions, LLC
 2010 Swift Drive
 Oak Brook, IL 60523
 Attn: Randy Justin

Notices shall be deemed effectively given as of the date, which is two (2) business days following the date of postmarking, by the U. S. Postal Service or as of the date of delivery if hand or personally delivered.

This agreement supersedes agreement dated November 1, 2014, and shall become effective as of (_____), provided that the term of the agreement shall not start until the date specified in Section.

Village of Oak Brook

Johnson Controls Security Solutions

by: _____

by: _____

Title: _____

Title: _____

Letter of Understanding -- Village of Oak Brook and Johnson Controls Security Solutions December 1, 2024

Village of Oak Brook
1200 Oak Brook Rd
Oak Brook, IL 60523
Attn: Purchasing Department

To whom it may concern:

Thank you for the opportunity to provide Wireless Alarm Services at the Village of Oak Brook.

Outlined below, you will find the services Johnson Controls security Solutions will provide and the manner of the rollout/switchover to wireless:

1. Johnson Controls Security Solutions agrees to supply all equipment and services necessary to receive wireless alarm signals and transmit them to the Village of Oak Brook.
2. The monthly wireless monitoring fee charged to subscribers shall be \$50.00 per transceiver, with an on-site Radio rental and service plan of \$41.00. The total is ninety-one dollars (\$91.00) per month.
3. Johnson Controls Security Solutions agrees to supply:
 - A. All subscriber radios and all site installations in accordance with manufacturer recommendations.
 - B. Provide 15 village accounts listed in the RFP and up to 5 additional Village accounts with a transceiver to be installed for (\$0.00) and a monthly monitoring fee \$0.00 + \$0.00 QSP (quality service plan). Total is \$0.00.
4. Johnson Controls Security Solutions shall program the units to transmit only a standardized set of signals agreed upon by the Village of Oak Brook. This will apply to any and all transceivers throughout the Oak Brook system.
5. All subscriber transceivers will be installed by and owned by Johnson Controls Security Solutions. The village may, with written request, authorize the direct sale of a radio on a limited basis.

6. Johnson Controls Security Solutions will maintain an adequate inventory of spare parts for the base station receivers so as to be in a position to affect any necessary repairs as quickly as possible.
7. The Village administrative and monitoring fee will increase on January 1, 2025 from \$22.00 to \$25.50 per month.
8. In addition to Village of Oak Brook buildings, monitoring fees will be waived for School District 53, and the Oak Brook Park District alarms.