



OAK BROOK
Illinois

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

Regular Meeting
Tuesday, January 28, 2025
7:00 PM

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

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

A. Regular Board of Trustees Meeting Minutes of December 10, 2024

6. CONSENT AGENDA

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

A. Accounts Payable for Period Ending: January 22, 2025 - \$1,320,263.63

1. LEGAL SERVICES:

- a) Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. - Legal Services -
December 2024 - \$21,379.74 (FY24 YTD - \$296,213.32)
- b) Marquardt & Belmonte, P.C. - Legal Services - October,
November & December 2024 - \$671.50 (FY24 YTD - \$2,766.50)

TOTAL LEGAL BUDGET FOR 2024 IS \$342,284.00

TOTAL LEGAL BILLS PAID FOR 2024 - YTD - \$351,963.08

TOTAL LEGAL BUDGET FOR 2025 IS \$325,287.96

2. BLA, Inc. - Woodside & Forest Glen Watermain Improvements Project
- \$68,958.31
3. Axon Enterprise Inc. - Report Management System - \$278,241.49
4. DuPage Public Safety Communications - Quarterly Shares Feb 1, 2025
- April 30, 2025 - \$142,769.75

5. DuPage Water Commission - December 2024 - \$343,828.44
6. Schroeder Asphalt Services, Inc. - Sports Core Parking Lot Addition Project - \$29,224.16
7. OpenGov, Inc. - Asset Management Module - \$59,401.00
- B. Approval of Payroll: January 09, 2025 - \$989,296.68 & January 23, 2025 - \$963,710.90 Herman/Martin
- C. Authorization to Seek Bids or Proposals or Negotiate Contracts:
 1. Golf Course Commodities Manzo/Martin
 2. Authorization to Seek Bids for Asphalt Material Purchase Jain/Tiesenga
- D. Ordinances & Resolutions
 1. RESOLUTION R-2265, A Resolution Approving the Final Plat of Subdivision for the Property Commonly Known As 1050 22nd Street, Oak Brook, Illinois; (Lot G Of Oak Brook Commons Subdivision) Manzo/Tiesenga
 2. RESOLUTION R-2266, A Resolution Approving the Final Plat of Consolidation for the Properties Commonly Known as 2903 and 2905 Oak Brook Hills Road, Oak Brook, Illinois Manzo/Tiesenga
 3. ORDINANCE S-1720, An Ordinance Approving an Amendment to Ordinance 2019-ZO-PUD-EX-S-1568 (The Oak Brook Commons Planned Development) As it Pertains to "Building G" Located at 1050 22nd Street, Oak Brook, Illinois Manzo/Tiesenga
7. ITEMS REMOVED FROM CONSENT AGENDA
8. ACTIVE BUSINESS
 - A. Ordinances & Resolutions
 1. RESOLUTION R-2267, A Resolution Authorizing and Approving the Second Amendment to the 2023 Janitorial Services Agreement with SW Cleaning Service, of Rolling Meadows, Illinois for Janitorial Services. Jain/Tiesenga
 2. RESOLUTION R-2270, A Resolution Approving and Authorizing the Execution of an Agreement By and Between the Village of Oak Brook and Hinsdale Magazine Group, Inc. Herman/Martin
 3. RESOLUTION R-2268, A Resolution Approving the Waiver of Competitive Bidding and Authorizing the Purchase of Golf Course Maintenance Equipment from Turfwerks Manzo/Martin
 4. RESOLUTION R-2269, A Resolution Approving the Second Amendment to the Professional Services Agreement for the Taste of Oak Brook Event Management Services Dated April 27, 2023 Manzo/Martin
 5. ORDINANCE G-1269, An Ordinance Amending Title 8 (Public Works) of the Village of Oak Brook Code of Ordinances Manzo/Tiesenga

9. BOARD UPDATES

10. ADJOURN TO CLOSED SESSION

For the Purpose of Discussing (1) Minutes of Meetings Lawfully Closed Under This Act, (2) to consider litigation probable or imminent or pending against, affecting, or on behalf of the Village, (3) To discuss the purchase or lease of real property for the use of the public body, Pursuant to 2(C)(21), 2(C)(11), 2(C)(5) Of the Illinois Open Meetings Act Respectively

11. ADJOURNMENT

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

Approval for Payroll Paydate: 01/09/25

Total Gross Payroll	\$	682,375.66
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Employee Deductions:

Illinois Municipal Retirement Fund	\$	15,750.89
Police Pension Fund	\$	19,413.76
Fire Pension Fund	\$	14,234.84
Federal Tax Withholding	\$	79,457.47
State Tax Withholding	\$	28,649.85
Social Security and Medicare	\$	24,950.08
ICMA/NACO/457	\$	29,746.17
Court Orders	\$	530.00
Insurance Contributions	\$	27,119.92
Aflac Contributions	\$	1,142.57
Mo Voi Life	\$	402.46
Police Union Dues	\$	1,674.00
Fire Union Dues	\$	1,308.29
Public Works Union Dues	\$	1,152.37
125-Medical/Dependent Care	\$	2,917.25

Total Employee Deductions		248,449.92
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Net Payroll	\$	433,925.74
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Village Expenses:

Police Pension	\$	81,200.86
Fire Pension	\$	83,481.95
IMRF Pension	\$	23,768.67
Insurance Contributions	\$	93,519.46
Social Security and Medicare	\$	24,950.08

Total Village Expenses		306,921.02
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Total Payroll (Gross Payroll plus Village Expenses)	\$	989,296.68
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Payroll Date: 01/09/25

Employee Deductions		Pension	Salary by Pension	Percent of
		Deduction	Plan	Pensionable Salary**
	Police	\$ 19,413.76	\$ 195,900.69	9.910%
	Fire	14,234.84	150,553.57	9.455%
	IMRF	11,153.19	247,848.79	4.500%
	Non-Pensionable	-		0.000%
			<u>\$ 594,303.05</u>	

Village Payment into Pensions		Village	Percent of Payroll*	Percent "Match" of what Employee Contributes
		Contribution		
	Police	\$ 81,200.86	41.45%	418.3%
	Fire	83,481.95	55.45%	586.5%
	IMRF	23,768.67	8.67%	192.7%
		<u>\$ 188,451.48</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.

Approval for Payroll Paydate: 01/23/25

Total Gross Payroll	\$	663,741.13
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Employee Deductions:

Illinois Municipal Retirement Fund	\$	15,843.97
Police Pension Fund	\$	19,196.10
Fire Pension Fund	\$	13,380.42
Federal Tax Withholding	\$	68,354.76
State Tax Withholding	\$	26,970.68
Social Security and Medicare	\$	25,865.74
ICMA/NACO/457	\$	50,216.57
Court Orders	\$	530.00
Insurance Contributions	\$	22,911.35
Aflac Contributions	\$	1,142.57
Mo Voi Life	\$	452.43
Police Union Dues	\$	-
Fire Union Dues	\$	1,308.29
Public Works Union Dues	\$	1,152.37
125-Medical/Dependent Care	\$	3,067.25

Total Employee Deductions		250,392.50
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Net Payroll	\$	413,348.63
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Village Expenses:

Police Pension	\$	80,290.46
Fire Pension	\$	78,471.12
IMRF Pension	\$	23,523.51
Insurance Contributions	\$	91,818.94
Social Security and Medicare	\$	25,865.74

Total Village Expenses		299,969.77
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Total Payroll (Gross Payroll plus Village Expenses)	\$	963,710.90
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Payroll Date: 01/23/25

Employee Deductions		Pension	Salary by Pension	Percent of
		Deduction	Plan	Pensionable Salary**
	Police	\$ 19,196.10	\$ 193,704.34	9.910%
	Fire	13,380.42	141,516.90	9.455%
	IMRF	11,038.13	245,291.89	4.500%
	Non-Pensionable	-		0.000%
			<u>\$ 580,513.13</u>	

Village Payment into Pensions		Village	Percent of Payroll*	Percent "Match" of what Employee Contributes
		Contribution		
	Police	\$ 80,290.46	41.45%	418.3%
	Fire	78,471.12	55.45%	586.5%
	IMRF	23,523.51	8.67%	192.7%
		<u>\$ 182,285.09</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.



OAK BROOK
Illinois

ITEM 6.C.1.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
January 28, 2025

SUBJECT: Golf Course Commodities

FROM: Art Segura, Sports Core Director

BUDGET SOURCE/BUDGET IMPACT: Program #834 (Golf Maintenance Operation) - \$90,000.00 is budgeted across various accounts within the golf maintenance operation.

RECOMMENDED MOTION: I move that the Village Board authorize staff to obtain bids for golf course commodities.

Background/History:

Staff seeks authorization to obtain bids for golf course commodities. These commodities include pesticides, herbicides, fungicides, sod, seed, and course supplies. All of these items are included in the 2024 budget under Program #834.

Recommendation:

Staff recommends that the Village Board authorize staff to obtain bids for golf course commodities.

Attachments:

None



OAK BROOK
Illinois

ITEM 6.C.2.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
January 28, 2025

SUBJECT: Asphalt Material Purchase

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$303,000 is budgeted in this year's FY2025 budget, \$5,000.00 from 351-62200 (water), \$25,000 from 366-62200 (pathway), \$8,000.00 from 330-62210 (streets), \$15,000.00 (sports core path replacement) from 834-90400 and \$250,000 (sports core) from 811-90400.

RECOMMENDED MOTION: I move that the Village Board authorizes staff to seek bids for Asphalt Material purchase.

Background/History:

This request is to seek bids for the purchase of binder course asphalt, surface course asphalt, and tack coat. With these products the Public Works Department is planning to pave the Shared-Use path along Polo Rd to Golf Rd. Public Works is also planning on doing more path repairs along Kingston Drive and at the golf club cart path. This material is also used to make roadway restorations from water main breaks, storm sewer repairs, as well as miscellaneous pothole repairs. The funds for this material are provided from various programs at the Village as identified above.

Recommendation:

Staff recommends that the Village Board authorizes staff to seek bids for Asphalt Material purchase.

Attachments:

None



OAK BROOK
Illinois

ITEM 6.D.1.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
January 28, 2025

SUBJECT: Final Plat of Subdivision of Lot G – 1050 22nd Street – Oak Brook Commons

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2265, a Resolution approving the final plat of subdivision for the properties commonly known as 1050 22nd Street (Lot "G"), Oak Brook, Illinois.

Background/History:

Final Plat of Subdivision – At its meeting on December 18, 2024, the P&Z Commission reviewed an application from TM Real Estate Holdings LLC, with the permission of the property owner Oak Brook Commons Owner LLC, requesting approval of a three-lot, final plat of resubdivision for the property known 1050 22nd Street, Lot G of the Oak Brook Commons. The existing vacant parcel will be subdivided in order to construct three stand-alone restaurants. As part of this request, the applicant did not seek waivers to the Subdivision Regulations, as storm sewer, street lighting, sidewalks, curb and gutter, and street tree plantings are existing within the development.

By a vote of 5 to 0, the P&Z Commission recommended approval of the final plat of subdivision subject to conditions. In making this recommendation, the P&Z Commission found that the plat of subdivision meets the applicable standards required for approval of a final plat of subdivision.

At the January 14, 2024 Board meeting the Village Attorney was directed to draft a resolution approving the final plat of subdivision.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2265, a Resolution approving the final plat of subdivision for the properties commonly known as 1050 22nd Street (Lot "G"), Oak Brook, Illinois.

Attachments:

1. 2025-SR-FP-EX-R-2265

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2025-SR-FP-EX-R-2265

A RESOLUTION
APPROVING THE FINAL PLAT OF SUBDIVISION FOR THE
PROPERTY COMMONLY KNOWN AS 1050 22nd STREET, OAK
BROOK, ILLINOIS;
(LOT G OF OAK BROOK COMMONS SUBDIVISION)

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 28th day of January 2025

RESOLUTION NO. 2025-SR-FP-EX-R-2265

A RESOLUTION
APPROVING THE FINAL PLAT OF SUBDIVISION FOR THE PROPERTY COMMONLY
KNOWN AS 1050 22nd STREET, OAK BROOK, ILLINOIS;
(LOT G OF OAK BROOK COMMONS SUBDIVISION)

1050 22nd Street,
Oak Brook, Illinois

PIN(s): 06-23-407-019

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, TM Real Estate Holdings, LLC (the "Petitioner") on behalf of Oak Brook Commons, LLC, (the "Owner"), the owner of record for the property commonly known as 1050 22nd Street, Oak Brook, Illinois, and identified by Permanent Index Nos. 06-23-407-019 (the "Subject Property");

WHEREAS, the Subject Property is vacant and legally described as follows:

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

WHEREAS, at its meeting on December 18, 2024, the Village of Oak Brook Planning & Zoning Commission (the "Commission") completed its review and deliberations on the Owner's application for the final plat to subdivide the Subject Property into three (3) lots for the purpose of constructing three stand-alone restaurants;

WHEREAS, by a vote of 5 to 0, the Commission recommended approval of the request for a final plat of subdivision for the Subject Property; and

WHEREAS, the Village President and Board of Trustees (collectively, the "Corporate Authorities") have reviewed the recommendation of the Commission and have determined the approval of the Owner's request to approve the final plat of subdivision for the Subject Property, 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 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 Final Plat of Subdivision.

- A. Approval of Final Plat. Subject to and contingent upon the conditions set forth in Section Three of this Resolution, the Final Plat of Subdivision, substantially in the form attached hereto and incorporated herein as Exhibit A (the "Final Plat"), is hereby approved.
- B. Authorization and Execution. The Village President, Clerk, and other appropriate Village officials are hereby authorized and directed to execute and seal, on behalf of the Village, the Final Plat of Subdivision and the customary certifications indicating such approval.
- C. Recordation. Upon the execution of the Final Plat of Subdivision by all required parties, the Village Clerk is hereby directed to record the Final Plat of Subdivision with the Recorder of Deeds of DuPage County, Illinois, and the Village Clerk will then be authorized and directed to assess against and collect from the Owner any costs in connection with those actions and this Resolution.

Section Three --Conditions. The approvals granted in Section Two of this Resolution are hereby expressly subject to and contingent upon each of the following conditions:

- A. Approval of the Amendment to the Planned Development for Lot G, as further detailed in 2025-ZO-PUD-EX-S-1720;
- B. The Final Plat and final engineering review be approved by the Village Engineer; and
- C. The Owner and all subsequent owners of the Subject Property shall comply with all applicable requirements of law, including without limitation, federal, state, and local laws, ordinances, resolutions, and regulations, relating to the Subject Property.

Section Four – Effective Date

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

Section Five - Publication

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

Section Six – Conflict Clause

All resolutions, parts of resolutions 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 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 Eight – 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 28th day of January 2025.

Ayes: _____

Nays: _____

Absent: _____

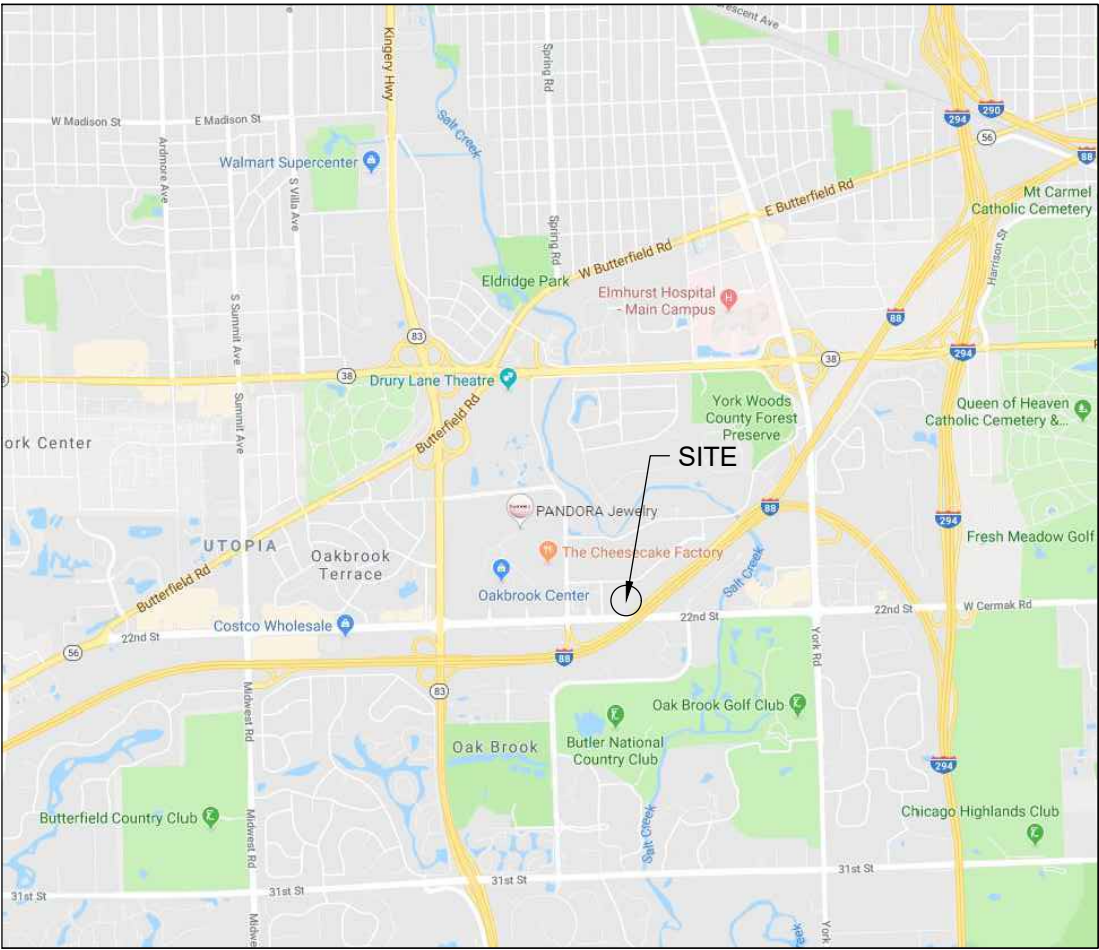
APPROVED THIS 28th day of January 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A



VICINITY MAP
NOT TO SCALE

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

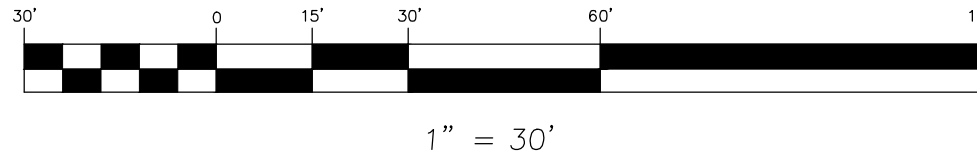
FINAL PLAT OF RESUBDIVISION OF LOT G IN OAK BROOK COMMONS OAK BROOK, IL

BEING A RESUBDIVISION OF 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

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



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

TM Real Estate Holdings LLC
Contact: Michael Manzo

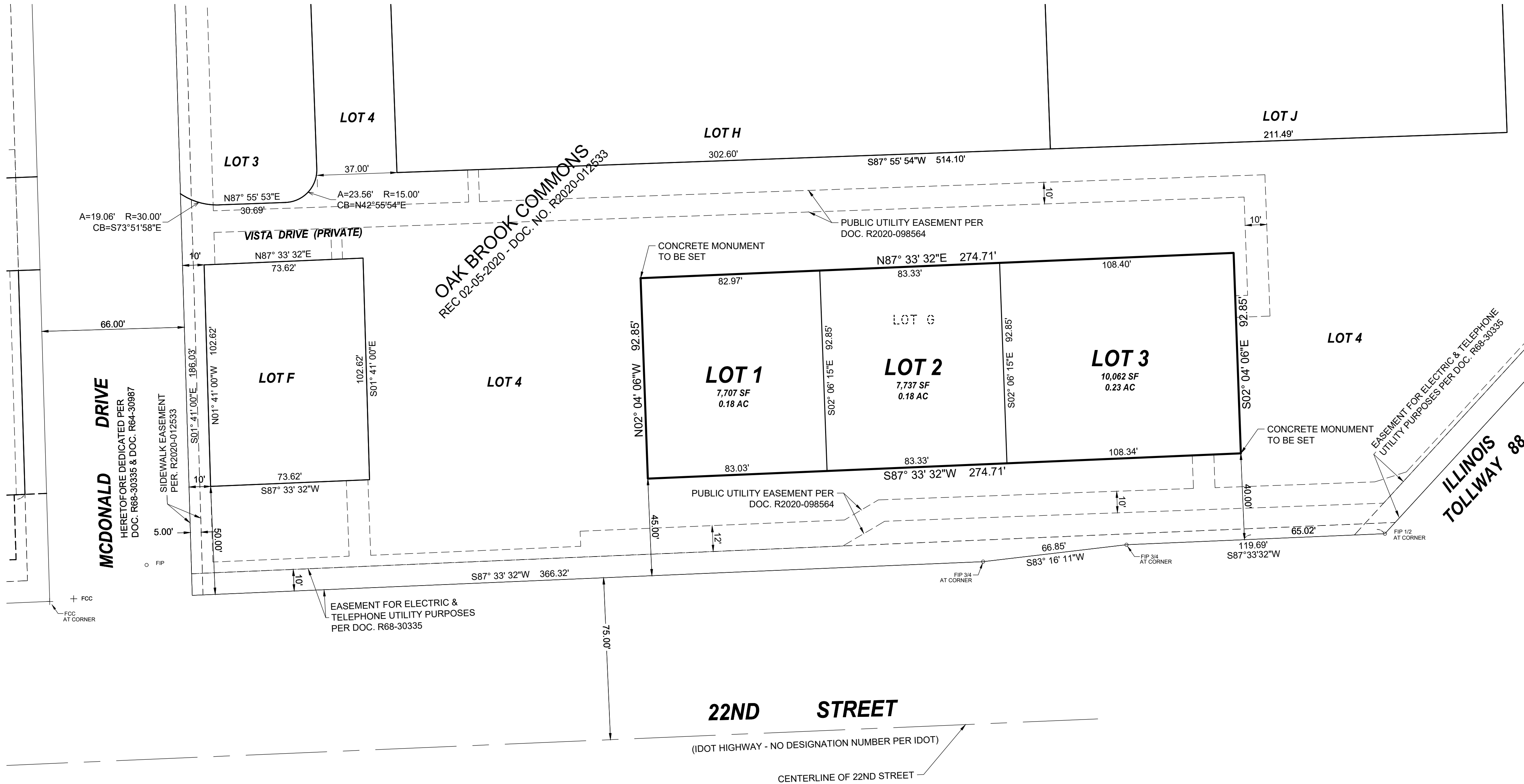
SURVEYOR/ENGINEER

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.



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 (FIR)
- FOUND CUT CROSS (FCC)
- FOUND IRON PIPE (FIP)
- SET IRON PIPE (SIP)
- SET CONCRETE MONUMENT (SCM)

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:
TM Real Estate Holdings LLC

REVISIONS					
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1.	11/19/24	REVISED PER VILLAGE COMMENT			
2.	12/05/24	REVISED PER VILLAGE COMMENT			

FINAL PLAT OF RESUBDIVISION

LOT G IN OAK BROOK COMMONS - OAK BROOK, IL

DRAFTING COMPLETED: 10/19/24
FIELD WORK COMPLETED: N/A
DRAWN BY: EJM
CHECKED BY: EJM
PROJECT MANAGER: 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 RESUBDIVISION OF 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

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF)

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)
) SS
COUNTY OF)

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)
) SS
COUNTY OF DUPAGE)

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)
) SS
COUNTY OF DUPAGE)

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)
) SS
COUNTY OF DUPAGE)

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

DATED AT OAK BROOK, DUPAGE COUNTY, ILLINOIS,

THIS DAY OF , A.D., 20 .

TREASURER

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, , VILLAGE ENGINEER OF THE VILLAGE OF OAK BROOK, ILLINOIS, HEREBY CERTIFY THAT THE LAND 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)
) SS
COUNTY OF DUPAGE)

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

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

THIS DAY OF , A.D., 20 .

VILLAGE CLERK

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

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)
) SS
COUNTY OF DUPAGE)

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)
) SS
COUNTY OF DUPAGE)

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

OWNER

STATE REGISTRATION NUMBER

BY:

ITS:

REGISTRATION EXPIRATION DATE

BY:

ITS:

PERMISSION TO RECORD

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, EDWARD J. MURRAY, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS, HEREBY DESIGNATE THE VILLAGE CLERK OF THE VILLAGE OF OAK BROOK TO RECORD THIS PLAT OF RESUBDIVISION OF LOT G IN OAK BROOK COMMONS' WITH THE DUPAGE COUNTY RECORDER OF DEEDS AND REGISTRAR OF TITLE. THIS DESIGNATION IS GRANTED UNDER THE RIGHT TO DESIGNATE SUCH RECORDING UNDER CHAPTER 109, SECTION 2 OF THE ILLINOIS REVISED STATUTES

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

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.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

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:
TM Real Estate Holdings LLC

REVISIONS					
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1.	11/19/24	REVISED PER VILLAGE COMMENT			
2.	12/05/24	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



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
January 28, 2025

SUBJECT: Final Plat of Consolidation - 2903 & 2905 Oak Brook Hills Rd

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2266, a Resolution approving the final plat of consolidation for the properties commonly known as 2903 & 2905 Oak Brook Hills Road, Oak Brook, Illinois.

Background/History:

Tiburon Homes, representative for Carter and Aileen Chang, owners of 2903 & 2905 Oak Brook Hills Road, submitted a petition requesting approval of a final plat of consolidation to combine two (2) existing lots into one lot, the new parcel will be approximately 114,024 square feet.

Lot-1 has a new residence under construction and the consolidated lots would eliminate the current flag lot. The minimum required lot area in the R-2 district is 43,560 square feet. The proposal complies with the Subdivision and Zoning Ordinance regulations.

At their meeting on December 18, 2024, the Planning & Zoning Commission reviewed and deliberated on the petition. No members of the public spoke to the commission for or against the requested consolidation Plat. The Planning & Zoning Commission discussed the Plat and asked about the reason(s) for the request. By a vote of 5 to 0, the Planning & Zoning Commission recommended approval of the final plat for the 2903 Oak Brook Hills Road Consolidation as presented.

At the January 14, 2025 Board of Trustees meeting, the Village Attorney was directed to prepare the necessary resolution granting approval of a final plat to consolidate two lots into one lot for the properties located at 2903 & 2905 Oak Brook Hills Road.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2266, a Resolution approving the final plat of consolidation for the properties commonly known as 2903 & 2905 Oak Brook Hills Road, Oak Brook, Illinois.

Attachments:

1. 2025-SR-FP-EX-R-2266

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2025-SR-FP-EX-R-2266

A RESOLUTION
APPROVING THE FINAL PLAT OF CONSOLIDATION FOR THE
PROPERTIES COMMONLY KNOWN AS 2903 AND 2905 OAK
BROOK HILLS ROAD, 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 28th day of January 2025

RESOLUTION NO. 2025-SR-FP-EX-R-2266

A RESOLUTION
APPROVING THE FINAL PLAT OF CONSOLIDATION FOR THE PROPERTIES COMMONLY
KNOWN AS 2903 AND 2905 OAK BROOK HILLS ROAD, OAK BROOK, ILLINOIS

2903 and 2905 Oak Brook Hills Road,
Oak Brook, Illinois

PIN(s): 06-28-403-018 & 06-28-403-019

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, Tiburon Homes (the "Applicant"), on behalf of Carter and Aileen Chang (hereinafter collectively referred to as the "Owner"), the owner of record for the properties commonly known as 2903 and 2905 Oak Brook Hills Road, Oak Brook, Illinois, and identified by Permanent Index Nos. 06-28-403-018 & 06-28-403-019 (the "Subject Property");

WHEREAS, the Subject Property is legally described as follows:

LOT 2 IN BEUTLER'S SUBDIVISION, BEING A SUBDIVISION IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 39, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 1981, AS DOCUMENT R91-44291, IN DUPAGE COUNTY, ILLINOIS

LOT 3 IN BEUTLER'S SUBDIVISION, BEING A SUBDIVISION IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 39, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 1981, AS DOCUMENT R91-44291, IN DUPAGE COUNTY, ILLINOIS

WHEREAS, at its meeting on December 18, 2024, the Village of Oak Brook Planning & Zoning Commission (the "Commission") completed its review and deliberations on the Owner's application for the final plat to consolidate two adjacent lots into one single lot, with a total lot size when combined to be approximately 2.618 acres;

WHEREAS, by a vote of 5 to 0, the Commission recommended approval of the request for a final plat of consolidation for the Subject Property; and

WHEREAS, the Village President and Board of Trustees (collectively, the "Corporate Authorities") have reviewed the recommendation of the Commission and have determined the approval of the Owner's request to approve the final plat of consolidation for the Subject Property, 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 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 Final Plat of Consolidation.

- A. Approval of Final Plat. Subject to and contingent upon the conditions set forth in Section Three of this Resolution, the Final Plat of Consolidation, substantially in the form attached hereto and incorporated herein as Exhibit A (the "Final Plat"), is hereby approved.
- B. Authorization and Execution. The Village President, Clerk, and other appropriate Village officials are hereby authorized and directed to execute and seal, on behalf of the Village, the Final Plat of Consolidation and the customary certifications indicating such approval.
- C. Recordation. Upon the execution of the Final Plat of Consolidation by all required parties, the Village Clerk is hereby directed to record the Final Plat of Consolidation with the Recorder of Deeds of DuPage County, Illinois, and the Village Clerk will then be authorized and directed to assess against and collect from the Owner any costs in connection with those actions and this Resolution.

Section Three --Conditions. The approvals granted in Section Two of this Resolution are hereby expressly subject to and contingent upon each of the following conditions:

- A. The Final Plat and final engineering review be approved by the Village Engineer; and
- B. The Owner and all subsequent owners of the Subject Property shall comply with all applicable requirements of law, including without limitation, federal, state, and local laws, ordinances, resolutions, and regulations, relating to the Subject Property.

Section Four – Effective Date

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

Section Five - Publication

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

Section Six – Conflict Clause

All resolutions, parts of resolutions 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 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 Eight – 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 28th day of January 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 28th day of January 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

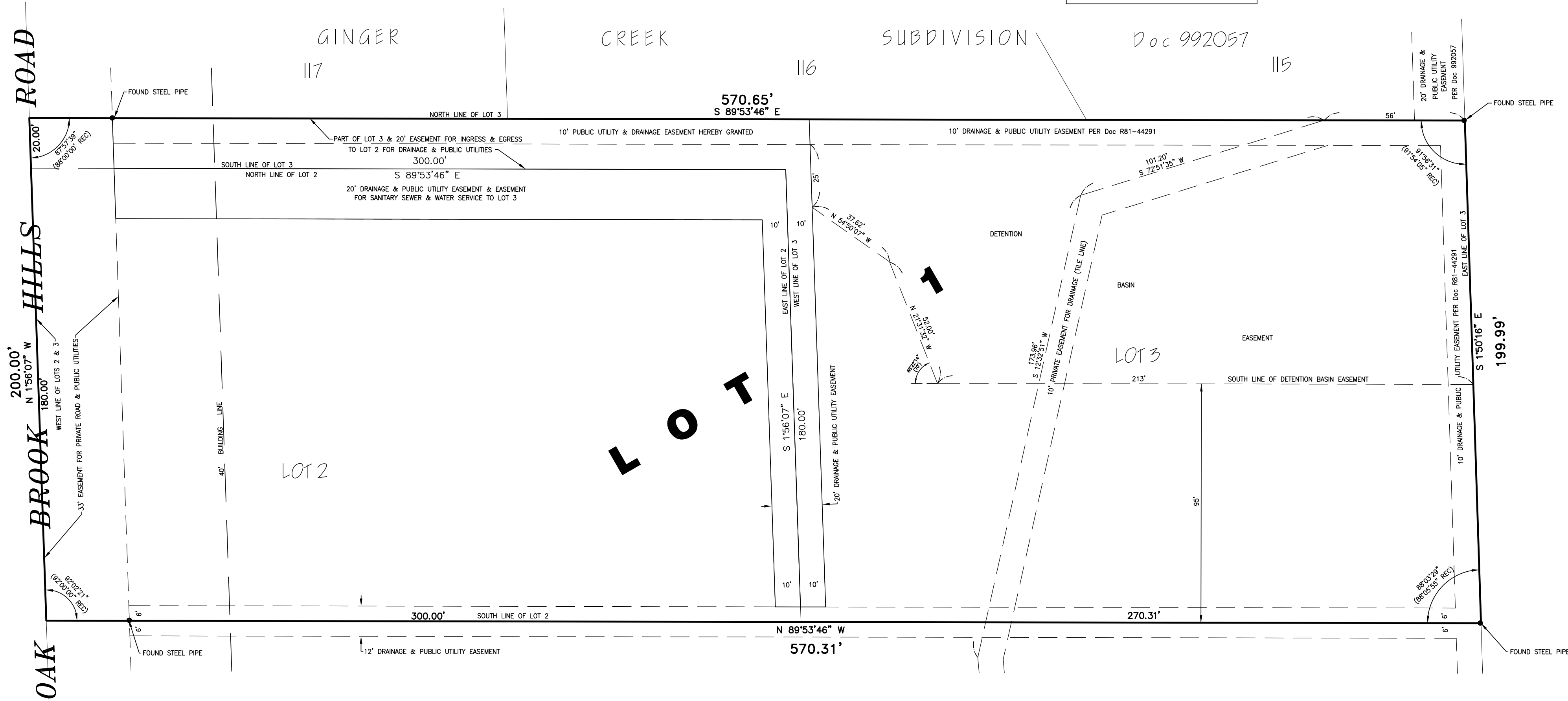
NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

FINAL PLAT OF ABROGATION & CONSOLIDATION
2903 OAK BROOK HILLS CONSOLIDATION

OF LOTS 2 AND 3 IN BEUTLER'S SUBDIVISION, BEING A SUBDIVISION IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

COMMON ADDRESS
2903 OAK BROOK HILLS ROAD
OAK BROOK, IL



STATE OF ILLINOIS }
COUNTY OF DUPAGE } ss

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

DATED THIS ____DAY OF _____, A.D. 20____.

VILLAGE ENGINEER

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

PLANNING & ZONING COMMISSION CERTIFICATE

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

THIS ____DAY OF _____, 20____.

CHAIRMAN

SECRETARY

PREPARED FOR:
TIBURON HOMES, LLC

PREPARED BY:
LANDMARK
ENGINEERING LLC

DESIGN FIRM REGISTRATION NO. 184-00577-0010

7808 WEST 103RD STREET
PALOS HILLS, ILLINOIS 60465-1529
Phone (708) 599-3737

SURVEY No. 22-06-083-CONS-ABR

STATE OF ILLINOIS }
COUNTY OF DUPAGE } ss

THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE AT DUPAGE COUNTY, ILLINOIS

ON THE ____DAY OF _____, 20____.

AT ____O'CLOCK ____M. AS DOCUMENT NUMBER _____

DUPAGE COUNTY RECORDER OF DEEDS

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } ss

I, _____, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, NO DELINQUENT OR UNPAID CURRENT SPECIAL ASSESSMENTS, NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND SHOWN ON THIS PLAT OF SUBDIVISION AND NO DEFERRED INSTALLMENTS OF ANY OUTSTANDING UNPAID SPECIAL ASSESSMENTS WHICH HAVE NOT BEEN DIVIDED IN ACCORDANCE WITH THE PROPOSED SUBDIVISION AND DULY APPROVED BY THE COURT THAT CONFIRMED THE SPECIAL ASSESSMENT.

GIVEN UNDER MY HAND AND SEAL AT WHEATON, DUPAGE COUNTY, ILLINOIS.

THIS ____DAY OF _____, 20____.

DUPAGE COUNTY CLERK

SANITARY DISTRICT

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

DATED AT _____, ILLINOIS, THIS ____DAY OF _____, 20____.

EXECUTIVE DIRECTOR

CERTIFICATE AS TO SPECIAL ASSESSMENTS

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 APORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

DATED AT OAK BROOK, DUPAGE COUNTY, ILLINOIS.

DATED THIS ____DAY OF _____, 20____.

VILLAGE TREASURER

AREAS
LOT 2: 53,966 SQ.FT.
LOT 3: 60,058 SQ.FT.
NEW LOT 1: 114,024 SQ. FT.

OWNERS CERTIFICATE

THIS IS TO CERTIFY THAT THE UNDERSIGNED ARE THE OWNERS OF THE LAND DESCRIBED IN THE ANNEXED PLAT AND HAVE CAUSED THE SAME TO BE SURVEYED AND CONSOLIDATED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

THE UNDERSIGNED ALSO APPROVE OF THE ABROGATION OF PORTIONS OF EASEMENTS AS SHOWN AND DESCRIBED ON THE ANNEXED PLAT AND HEREBY GRANT EASEMENTS FOR PUBLIC USE AND FOR THE INSTALLATION OF VARIOUS PUBLIC UTILITIES AS DESIGNATED IN THE UNDERLYING BEUTLER'S SUBDIVISION. THOSE EASEMENTS ARE RESERVED FOR AND GRANTED TO THE VILLAGE OF OAK BROOK AND TO THOSE PUBLIC AND PRIVATE UTILITY COMPANIES OPERATING WITHIN THE VILLAGE, INCLUDING, BUT NOT LIMITED TO, AMERITECH, COMMONWEALTH EDISON COMPANY, NORTHERN ILLINOIS GAS COMPANY, FLAGG CREEK WATER RECLAMATION DISTRICT, AND THEIR SUCCESSORS AND ASSIGNS, ACCORDING TO THE EASEMENT PROVISIONS PROVIDED IN BEUTLER'S SUBDIVISION - DOCUMENT R81-44291. WHENEVER THE VILLAGE OR AFFECTED UTILITY COMPANY DETERMINES THAT ANY TREE, SHRUBS, VEGETATION, OR OTHER STRUCTURES OR OBJECTS (HEREIN COLLECTIVELY KNOWN AS "OBSTRUCTION") ON SAID EASEMENTS INTERFERE WITH THEIR USES OR RIGHTS, THE VILLAGE OR UTILITY COMPANY HAS THE RIGHT, BUT NOT THE OBLIGATION, TO REMOVE THE OBSTRUCTION AT THE PROPERTY OWNER'S EXPENSE, THE VILLAGE OR AFFECTED UTILITY COMPANY WILL APPLY GRASS SEED WHERE THE OBSTRUCTION HAS BEEN REMOVED, BUT IS NOT REQUIRED TO REPLACE OR REPAIR ANY OBSTRUCTION. ALL INSTALLATIONS ARE SUBJECT TO THE ORDINANCES OF THE VILLAGE OF OAK BROOK.

DATED THIS ____DAY OF _____, A.D. 20____.

CARTER CHANG

AILEEN CHANG

ADDRESS: 480 MISSION BAY BOULEVARD NORTH SAN FRANCISCO, CA 94158

SCHOOL DISTRICT CERTIFICATE

THIS IS TO CERTIFY THAT CARTER CHANG AND AILEEN CHANGE, AS OWNERS OF THE PROPERTY DESCRIBED AS 2903 OAK BROOK HILLS CONSOLIDATION AND LEGALLY DESCRIBED ON THIS PLAT OF THE SAME NAME, HAVE DETERMINED, TO THE BEST OF THEIR KNOWLEDGE, THAT THE SCHOOL DISTRICTS IN WHICH THE PROPERTY LIES ARE GRADE SCHOOL DISTRICT 53 AND HIGH SCHOOL DISTRICT 86 AND COLLEGE OF DUPAGE 502.

DATED THIS ____DAY OF _____, A.D. 20____.

CARTER CHANG

AILEEN CHANG

NOTARY

STATE OF _____ }
COUNTY OF _____ } ss

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT CARTER CHANG AND AILEEN CHANGE, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATES AS OWNERS, DID APPEAR BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY ARE THE SOLE OWNERS OF THE PROPERTY DESCRIBED AND THAT, AS SUCH OWNERS, HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND CONSOLIDATED AS THEIR OWN FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES AFORESAID.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS ____DAY OF _____, A.D. 20____.

BY: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

DRAINAGE CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } ss

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS CONSOLIDATION 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 OWNERS HAVE 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 CONSOLIDATION.

DATED THIS ____DAY OF _____, 20____.

ILLINOIS REGISTERED PROFESSIONAL ENGINEER

OWNER OR DULY AUTHORIZED ATTORNEY

PRINT NAME

PRINT NAME

LAND SURVEYOR

STATE OF ILLINOIS }
COUNTY OF COOK } ss

I, MARK H. LANDSTROM, ILLINOIS PROFESSIONAL LAND SURVEYOR No. 2625, HEREBY CERTIFY THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED PROPERTY:

LOTS 2 AND 3 IN BEUTLER'S SUBDIVISION, BEING A SUBDIVISION IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 1981, AS DOCUMENT R81-44291, IN DUPAGE COUNTY, ILLINOIS.

AS SHOWN ON THIS ANNEXED PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND I HAVE PREPARED THIS DOCUMENT AS A PLAT OF CONSOLIDATION & ABROGATION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND BEARINGS ARE BASED ON THE BEARINGS ARE BASED ON THE NAD83 ILLINOIS EAST STATE PLANE COORDINATE ZONE 1201, AS DETERMINED BY GPS MEASUREMENT.

I FURTHER CERTIFY THAT THE REGULATIONS ENACTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK BROOK RELATIVE TO PLATS AND CONSOLIDATIONS, HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

I FURTHER CERTIFY THAT THE LAND IS WITHIN THE VILLAGE OF OAK BROOK, WHICH HAS ADOPTED A VILLAGE COMPREHENSIVE PLAN AND MAP AND IS EXERCISING THE POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE, AS AMENDED.

I FURTHER CERTIFY THAT THE HEREON-DESCRIBED PROPERTY CONTAINS 114,024 SQUARE FEET, OR 2.618 ACRES, MORE OR LESS, AND THAT NO PART OF THE LAND SHOWN ON THIS PLAT IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON FLOOD INSURANCE RATE MAP PANEL 1704300178J WITH A REVISION DATE OF AUGUST 1, 2019.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY AND I HEREBY DESIGNATE THE VILLAGE OF OAK BROOK, TO RECORD THIS PLAT OF CONSOLIDATION & ABROGATION.

GIVEN UNDER MY HAND AND SEAL AT PALOS HILLS, ILLINOIS, THIS 2ND DAY OF DECEMBER, A.D. 2024.

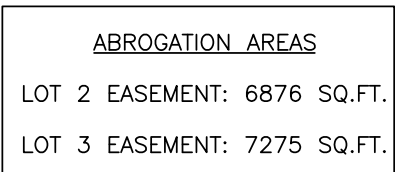
MARK H. LANDSTROM
I.P.L.S. No. 2625
LICENSE RENEWAL DATE: 11/30/2026



LOT 2 ABROGATED EASEMENT LEGAL DESCRIPTION

LOT 3 ABROGATED EASEMENT LEGAL DESCRIPTION

A north arrow pointing upwards and a scale bar marked from 0 to 30.



TITLE: _____

SHEET 2 OF 2



OAK BROOK
Illinois

ITEM 6.D.3.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
January 28, 2025

SUBJECT: Amendment to a Planned Development for Lot G – 1050 22nd Street – Oak Brook Commons

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board approve Ordinance S-1720, an Ordinance approving an Amendment to the Oak Brook Commons Planned Development to allow 1050 22nd Street (commonly known as Lot G) to have three stand-alone restaurants.

Background/History:

TM Real Estate Holdings LLC, submitted an application requesting approval of an Amendment to a Planned Development to subdivide Lot G into 3 parcels, permit and allow 3 stand-alone restaurant buildings up to 25,000 square feet for Lot G. This project would replace the previously approved 8-story (108') boutique hotel (200,000 sq ft). A separate application has been submitted for subdivision of Lot G into three lots. The proposed Amendment to the Planned Development requested the following waivers: 1) changes to the land use, 2) change in the number of signs and, 3) revision to the required parking ratio.

A Preliminary Board Review of the application was conducted by the Village Board on October 8, 2024. A separate neighborhood meeting was not required as part of the outreach for this redevelopment project, it was determined that a public hearing before the Planned Development Commission would be adequate and provide the necessary and legally required forum for public feedback/comment on the redevelopment project. The P&Z Commission recommended approval of the proposed amendment to the planned development to allow the three stand-alone restaurants, by a vote of 5-0, subject to the accompanying standards and in accordance with the conditions (as outlined in the January 2, 2024 Chair's recommendation letter).

The Village Board reviewed the application and P&Z recommendation at the January 14, 2024 meeting. The Board unanimously approved the proposal and directed the Village attorney to draft an Ordinance consistent with other restaurant development within the Oak Brook

Commons. The Board approval revised the draft conditions to not reduce the FAR from the overall development, to require architectural review only by the Village Board, and removed the conditions related to the parking.

The following is the list of conditions recommended by the P&Z Commission and supported by the Village Board:

1. Compliance with Plans: The development, maintenance, and operation of Lot G (buildings A, B and C) will be in substantial compliance with the plans and documents as submitted, except for minor changes approved by the Development Services Director and Village Manager in accordance with Section 13-15-8 of the Zoning Ordinance.
2. Final engineering approval shall be required.
3. Architectural review - Each building's outdoor dining at grade shall face 22nd Street and the Village Board will approve the architectural design prior to issuance of a Building Permit and it shall include a review of a photometric, landscape plan, exterior façade and materials.
4. EIFS: Per approved PUD S-1568, exterior insulation finish system ("EIFS"), stucco, and materials deemed to be comparable by the Development Services Director, shall occupy no more than 25% of any building elevation, and shall comply with all Village Code requirements concerning installation and maintenance.
5. The Security and site control measures for Lot G shall be discussed and developed in cooperation with the Oak Brook Police Department to utilize public and private resources in establishing a thorough and appropriate building and site security plan;
6. A detailed plan for proposed exterior trash enclosure and circulation is required.
7. Gates: Consider operation and aesthetics of the proposed gates in between buildings A and B, and B and C.
8. A final wall sign exhibit shall be required depicting all wall signs being proposed on their respective building elevations. All sign proposals shall comply with all other applicable sign code regulations of the Oak Brook zoning code and will require a separate permit application.
9. Dormant SSA: As a part of the approved PUD, a dormant special service area ("SSA") overlaying the Property was established for the purpose of fully funding the maintenance, operation, repair, and replacement of the Property's stormwater management facilities. Any new development within the Oak Brook Commons must be part of the Dormant SSA.
10. All other provisions of Ordinance S-1568 approved for the Subject Property will remain in full force and effect.

Additional information and details pertaining to the application are included in the attached Ordinance S-1720.

Recommendation:

Staff recommends that the Village Board approve Ordinance S-1720, an Ordinance approving an Amendment to the Oak Brook Commons Planned Development to allow 1050 22nd Street (commonly known as Lot G) to have three stand-alone restaurants.

Attachments:

1. 2025-ZO-PUD-EX-S-1720

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
NUMBER 2025-ZO-PUD-EX-S-1720

AN ORDINANCE
APPROVING AN AMENDMENT TO ORDINANCE NO. 2019-ZO-
PUD-EX-S-1568 (THE OAK BROOK COMMONS PLANNED
DEVELOPMENT) AS IT PERTAINS TO “BUILDING G”
LOCATED AT 1050 22ND STREET, 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 28th day of January 2025

ORDINANCE NO. 2025-ZO-PUD-EX-S-1720

AN ORDINANCE

APPROVING AN AMENDMENT TO ORDINANCE NO. 2019-ZO-PUD-EX-S-1568 (THE OAK BROOK COMMONS PLANNED DEVELOPMENT) AS IT PERTAINS TO "BUILDING G" LOCATED AT 1050 22ND STREET, OAK BROOK, ILLINOIS

PIN(s): 06-23-407-019

WHEREAS, the Village of Oak Brook (hereinafter 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;

WHEREAS, the Village has in full force and effect a codified set of those ordinances of the Village 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 (the "Village Code");

WHEREAS, the Village 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, Oak Brook Commons, LLC, (the "Owner") is the owner of certain real property located in the Village's ORA-2 Office, Research and Assembly District, commonly known as 1050 22nd Street, Oak Brook, Illinois, identified by Permanent Index Nos. 06-23-407-019, which property is legally described in Exhibit A, attached hereto and incorporated herein (the "Subject Property"),

WHEREAS, on May 28, 2019, the Village Board adopted Ordinance 2019-ZO-PUD-EX-S-1568 ("PD Ordinance"), granting a planned development to construct and operate a mixed-use development on the Subject Property as depicted on the site plans and documents attached as Group Exhibit D to the PD Ordinance ("Original Site Plans") and pursuant to the terms and conditions of the PD Ordinance ("Planned Development"), in accordance with Chapter 15 of the 1966 Zoning Ordinance of the Village of Oak Brook, Illinois, as amended ("Zoning Ordinance");

WHEREAS, as approved, the Planned Development included, provided for the construction of the following buildings therein: Building A (Restaurant); Building B (Restaurant); Building C (Retail or Restaurant); Building D (Retail); Building E (Luxury Apartment Building); Building F (Retail or Restaurant); Building G (Hotel); Building H (Timber Office Building); Building J (Office); Building K (Residential Condominiums); and Building L (Residential Condominiums);

WHEREAS, on September 22, 2020, the Village Board adopted Ordinance 2020-ZO-PUD-EX-S-1608 granted an Amendment to the PD Ordinance that, in short, replaced Building L (Residential Condominiums) with a Medical Office Building, increased the permitted height of and number of condominium units for Building K, decreased the allowed total number of condominium units in the Planned Development, and modified the parking garage requirements for Building K to provide for a total of 144 parking spaces;

WHEREAS, since the Planned Development for the Subject Property was initially approved, the designated pad for Building G (Hotel), which included an 8-story (108') 200,000

square foot boutique hotel with 252 covered garage parking spaces, has remained vacant and undeveloped;

WHEREAS, Owner, on behalf of itself and TM Real Estate Holdings, LLC (the “Applicant”) submitted an application (“Application”) requesting approval of an amendment to the Planned Development that would: (a) replace Building G (Hotel) with a total of 25,000 square feet divided amongst three stand-alone restaurant buildings (the “Restaurant Buildings”) (with a proposed subsequent subdivision of Building Lot G via separate application and approval to reflect the stand-alone nature of such, contingent upon approval of the Application described herein), (b) to allow signage on three (3) sides for each of the Restaurant Buildings, in leu of the Planned Development’s requirement for any and all signage to comply with Section 13-11-10.C.2 of the Village Zoning Ordinance, and (c) to permit and allow an off-street parking ratio of 0.65 parking spaces per 100 square feet of floor area which is less than the required 1.0 parking spaces per 100 square feet of floor area provided by Section 13-12-5 of the Village Zoning Ordinance; all as more specifically described and depicted in the Application attached to this Ordinance as Exhibit B;

WHEREAS, pursuant to Section 13-15-8 of the Zoning Ordinance, approval of the Proposed Amendment requires separate review and approval under the provisions applicable to the initial approval of the Planned Development;

WHEREAS, On October 8, 2024, the President and Board of Trustees (collectively the “Corporate Authorities”) conducted a preliminary, pre-application review of the proposed Amendment, at which time the Corporate Authorities directed the Village’s Development Services Director to prepare a report on the Application for the Village’s Planning & Zoning Commission (the “Commission”), and referred the Application to the Commission for the purpose of conducting a public hearing;

WHEREAS, On December 18, 2024, the Commission conducted a duly noticed public hearing for the purpose of hearing and considering testimony on the Applicant’s request for approval of the Amendment which resulted in overall positive findings and a recommendation to the Village Board for approval of the same, (the “Commission’s Recommendation”; attached to this Ordinance as Exhibit C; and, contingent upon certain deviations from the recommendations contained in the report on the Application prepared by Village’s Development Services Director, being approval of the requested relief from Section 13-11-10.C.2 of the Village Zoning Ordinance (signage) with the requirement that a final wall sign exhibit shall be required depicting all wall signs being proposed on their respective building elevations, and all sign proposals shall comply with all other applicable regulations of the Oak Brook Zoning Ordinance and will require a separate permit application; a modified approval to the requested relief from Section 13-12-5 of the Village Zoning Ordinance (parking ratio); a reduction of the floor area ration (“FAR”) approved for the Planned Development by the PD Ordinance from 1.56 to 1.33; and requiring architectural review of the future Restaurant Buildings to return to the Commission rather than going directly to the Village Board for review;

WHEREAS, On January 14, 2025, the Corporate Authorities, in open meeting assembled, reviewed the Commission’s Recommendation and approved the Commission’s Recommendation to approve the Amendment with the following modifications: (1) architectural review to return to the Board of Trustees for review and approval; (2) the total FAR of 1.56 for the Planned Development, as initially approved, to remain and be reallocated within the Planned Development

at the sole discretion of the Village; (3) calculations showing existing parking spaces vs required spaces shall be provided for the proposed restaurants. Parking shall be provided per Village code requirements as development occurs on each subdivided parcel of Building Lot G. Prior to the construction of the third restaurant a parking analysis shall be completed. At the determination of the Development Services Director the applicant shall be responsible for construction of additional parking spaces;

WHEREAS, after careful consideration of the foregoing, the Corporate Authorities desire to amend said Ordinance No. 2019-ZO-PUD-EX-S-1568 to as described herein; and

WHEREAS, the Corporate Authorities have further determined that it is in the best interests of the Village and its residents to amend the aforementioned PD Ordinance, subject to the terms and conditions of this Ordinance.

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

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

Section Two -- Planned Development Approval. Pursuant to Section 13-15-5D of the Village Zoning Ordinance and subject to the conditions set forth in this Ordinance, the Proposed Amendment shall be, and is hereby, approved to permit the construction and operation of the Restaurant Buildings as part of the Planned Development on the Subject Property pursuant to the PD Ordinance as amended by this Ordinance.

Section Three -- Zoning Map Notation. Pursuant to Section 13-15-7B of Village Zoning Ordinance, the Village Manager or his designee is hereby authorized and directed to administratively amend the note on the Village's official zoning map indicating the existence and boundaries of the Planned Development approved by the PD Ordinance as amended by this Ordinance.

Section Four -- Site Plan Condition. The Original Site Plans attached to the PD Ordinance as Group Exhibit D pursuant to Subsection 5A of the PD Ordinance are hereby amended to reflect the approval of the Restaurant Buildings and the Proposed Amendment as provided in this Ordinance. The pages of the Original Site Plans amended to reflect the approval of the Restaurant Buildings and the Proposed Amendment are approved and attached to this Ordinance as Group Exhibit D ("**Amendment Pages**"). Any reference to Group Exhibit D in the PD Ordinance shall be deemed to be a reference to the Original Site Plans as amended, inclusive of the Amendment Pages attached to this Ordinance as Group Exhibit D (collectively, "**Amended Site Plans**").

Section Five -- Site Development and Use Departures. Pursuant to Section 13-15-4 of the Zoning Ordinance, and subject to the conditions and restrictions set forth in this Ordinance, the President and Board of Trustees hereby approve the following site development and use departures for the Restaurant Buildings and the Proposed Amendment:

A. To permit and allow an off-street parking ratio of 0.65 parking spaces per 100 square feet of floor area which is less than the required 1.0 parking spaces per 100 square feet of floor area provided by Section 13-12-5 of the Village Zoning Ordinance.

Section Six -- Conditions of Approval. The approvals granted in this Ordinance shall be, and they are each hereby, subject to, conditioned upon, and limited by the following conditions, the material violation of any of which shall, in the reasonable discretion of the President and Board of Trustees, be grounds for the repeal and revocation of the approvals granted herein in accordance with the procedures set forth herein, and with respect to any portion of the Development that has not received a certificate of occupancy from the Village or is not subject to a valid, active building permit issued by the Village:

1. Compliance with Plans: The development, maintenance, and operation of Building Lot G (buildings A, B, and C) will be in substantial compliance with the plans and documents as submitted, except for minor changes approved by the Development Services Director and Village Manager in accordance with Section 13-15-8 of the Zoning Ordinance.

2. Final engineering approval shall be required.

3. Architectural review - Each building's outdoor dining at grade shall face 22nd Street and go to the Village Board for architectural review prior to issuance of a Building Permit and shall include a review of a photometric, landscape plan, exterior façade and materials.

4. EIFS: Per approved PUD S-1568, exterior insulation finish system ("EIFS"), stucco, and materials deemed to be comparable by the Development Services Director, shall occupy no more than 25% of any building elevation, and shall comply with all Village Code requirements concerning installation and maintenance.

5. Floor Area Ratio: The floor area ratio (FAR) approved for the Property will apply to all lots within any future subdivision of the Property (total of 17.47 acres) as a whole. The FAR calculation for the entire Planned Development, after subdivision, shall remain at 1.56 as initially approved by the PD Ordinance, to be reallocated to other locations within the Planned Development at the sole discretion of the Corporate Authorities.

6. The security and site control measures for Building Lot G shall be discussed and developed in cooperation with the Oak Brook Police Department to utilize public and private resources in establishing a thorough and appropriate building and site security plan;

7. A detailed plan for proposed exterior trash enclosure and circulation is required.

8. Gates: Consider operation and aesthetics of the proposed gates in between Buildings A and B, and Buildings B and C.

9. A final wall sign exhibit shall be required depicting all wall signs being proposed on their respective building elevations. All sign proposals shall comply with all applicable sign code regulations of the Oak Brook zoning code and will require a separate permit application.

10. Dormant SSA: As a part of the approved PUD, a dormant special service area ("SSA") overlaying the Property was established for the purpose of fully funding the maintenance, operation, repair, and replacement of the Property's stormwater management facilities. Any new development within the Oak Brook Commons must be part of the Dormant SSA.

11. Continued Effect of PD Ordinance. Except as provided otherwise in this Ordinance, all terms, provisions, and requirements of the PD Ordinance remain unchanged and in full force and effect. In the event of a conflict between this Ordinance and PD Ordinance, this Ordinance will control.

12. Applicable Codes. The Applicant shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived or otherwise approved in this Ordinance and the PD Ordinance as amended by this Ordinance.

13. No Authorization of Work. This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the Development Services Director, no work of any kind may be commenced on the Subject Property pursuant to the approvals granted in this Ordinance unless and until all conditions of this Ordinance precedent to that work have been fulfilled and after all permits, approvals, and other authorizations for the work have been properly applied for, paid for, and granted in accordance with applicable law.

14. Compliance with Laws. Except as otherwise provided in this Ordinance, all applicable ordinances and regulations of the Village shall apply to the Property. Further, the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction over the Property.

15. Fees and Costs.

1. Applicant shall be responsible for paying all applicable fees relating to the approval of this Ordinance.

2. Applicant shall pay all fees applicable to Applicant's Planned Development and use of the Property after the Approval of this Ordinance.

3. Applicant shall reimburse the Village for all of the Village's reasonable costs (including, without limitation, engineering, planning, and legal expenses) incurred in connection with the review, consideration, and approval of this Ordinance.

4. Applicant shall reimburse the Village for all of the Village's reasonable costs (including without limitation engineering, planning, and legal expenses) incurred in connection with the implementation or enforcement of this Ordinance by the Village following the approval hereof.

5. Any amount owed by Applicant under this Section that is not paid within 60 days after delivery of a demand in writing for such payment along with a reasonably detailed invoice for such costs, shall, along with interest and the costs of collection, become a lien upon the Property (or that portion of the Property to which the unpaid amount relates), and the Village shall have the right to foreclose such lien in the name of the Village as in the case of foreclosure of liens against real estate.

Section Seven -- Binding Effect; Transferees. The privileges, obligations, and provisions of each and every section of this Ordinance are for the benefit of, and will be binding on, the Applicant and the Applicant's heirs, successors, and assigns, and upon any and all successor legal or beneficial owners of all or any portion of the Property. Prior to transferring ownership or title of all or any portion of the Property, or any legal or equitable interest in the Property to any person or entity other than the Applicant or an entity controlled and managed by the Applicant, the Applicant and transferee shall: a) provide the Village with reasonable, written assurances that the transferee has the financial ability to meet this Ordinance's obligations; and b) execute and deliver to the Village the transferee assumption agreement attached to this Ordinance as Exhibit E. The failure of the Applicant and transferee to provide the Village with an enforceable transferee assumption agreement as herein provided shall result in the Applicant remaining fully liable for all of its obligations under this Ordinance, but shall not relieve the transferee of its liability for all such obligations as a successor to the Applicant. The Applicant and successor's compliance with this Section shall release the Applicant from its obligations under this Ordinance to the extent of the successor's assumption of such obligations.

Section Eight -- Amendments. Unless otherwise expressly stated in this Ordinance, any minor or non-minor amendment to any provision of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance for the granting of such Planned Development amendments.

Section Nine -- Failure to Comply with Conditions. Upon failure or refusal of the Applicant to comply with any or all of the material conditions, restrictions, or provisions of this Ordinance, the approvals granted pursuant to this Ordinance with respect to any portion of the Development that has not received a certificate of occupancy from the Village or is not subject to a valid, active building permit issued by the Village will, at the sole discretion of the President and Board of Trustees, by ordinance duly adopted after written notice has been provided to the Applicant at least 15 days before the ordinance is adopted, be revoked and become null and void. In the event of a conflict between the language of this Ordinance and the Exhibits attached hereto, the language of this Ordinance will control.

Section Ten -- 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 Eleven -- Conflict Clause. All ordinances, parts of ordinances or board actions in conflict herewith are hereby repealed to the extent of such conflict.

Section Twelve -- 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 Twelve -- Effective Date.

A. This Ordinance will be effective only upon the occurrence of all of the following events:

1. Passage by the President and Board of Trustees in the manner required by law;
2. Publication in pamphlet form in the manner required by law;
3. The filing by the Applicant with the Development Services Director of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. The unconditional agreement and consent must be in the form of Exhibit F, attached to and, by this reference, made a part of this Ordinance; and
4. The recordation of this Ordinance in the Office of the DuPage County Recorder. The Applicant will bear the full cost of this recordation. This Ordinance will be recorded against all lots comprising the Subject Property.

B. In the event that the Applicant does not file with the Village Clerk the unconditional agreement and consent required by this Ordinance within 60 days after the date of final passage of this Ordinance, the Board of Trustees will have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

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

PASSED THIS 28th day of January 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 28th day of January 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

LEGAL DESCRIPTION

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

Common Address: LOT G at 1050 22nd Street, Oak Brook, Illinois

PINs: PINs: 06-23-407-019

EXHIBIT B

Application

**APPLICATION FOR
PLANNED DEVELOPMENT**

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

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

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

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

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

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

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

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

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

**LOCATION OF
SUBJECT PROPERTY** _____

PERMANENT PARCEL NO/s. 06-23-407-019

LEGAL ADDRESS/S _____

ZONING DISTRICT ORA-2

PROPERTY INTEREST OF APPLICANT:

OWNER ☐

CONTRACT PURCHASER¹ ☒

AGENT¹ ☐

OWNER(S) OF RECORD Oak Brook Commons LLC

PHONE 312-419-4900

ADDRESS 444 W. Lake Street, Suite 2400

CITY Chicago

STATE IL ZIP 60606

Owner Contact E-mail Address/s david.bach@hines.com

NAME OF APPLICANT¹ (and Billing Information) TM Real Estate Holdings LLC

PHONE _____

ADDRESS _____

CITY _____

STATE _____

ZIP _____

Applicant Contact E-mail Address/s _____

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

Signature of Owner 

Date 11/17/24

Signature of Applicant¹ 

Date 11/18/24

Print Name and Email DAVID BACH

/DAVID.BACH@HINES.COM

Print Name and Email Michael Manzo

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

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

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

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

Date Application Filed 11/14/24 Fee Paid \$ _____ Escrow Paid \$ 500.00 Receipt No. 754510 - Application Received By CE

Preliminary Board of Trustees Review 10/8/24 Prefiling Review Conference with Staff 11/12/24 Resident Meeting Required/Date N/A

Application Distributed to Depts: 11/21/24 Notice Published 11/27/24 Newspaper Daily Herald Adj. Property Owners Notified 12/3/24

Planning & Zoning Commission 12/18/24

Board of Trustees 11/14/25

Board of Trustees 11/28/25
(Approval of Ordinance)

B. Application Standards

1. Commercial Areas Revitalization Master Plan. 1990 Comprehensive Plan. The 1990 Plan places the Oak Brook Commons Property in Planning District 1, including the Oakbrook Center and most of the business and commercial activities in the Village. Throughout the Plan, the Village emphasizes the need to maintain and enhance the restaurant and commercial vitality for its residents and non-resident daytime population. The Plan encourages office developments, local services and facilities for the Village's daytime employee population, and appropriately landscaped parking areas. Additionally, the Plan encourages the use of attractive parking and landscaping features that enhance the visual appearance of the Village.

As determined by the approval of the Planned Development, the mixed-use community created at Oak Brook Commons supports the 1990 Comprehensive Plan through its activation of an underutilized segment of the Village's commercial planning area, creating opportunities for new office space, retail, and restaurant offerings. The proposed amendment and Pad G development support the value and success of commercial offerings by incorporating a modernized, three free-standing retail buildings for restaurant use. Pad G will be an integral element in continuing to activate the Hines development.

The May 2019 Plan designates the Property as a "hotel" site, with a key guiding development principle that ensures high-quality architecture and design development that encourages quality retail, office, and mixed-use spaces to attract quality residents. The Plan also recommends that the commercial areas, including the Property, promote a healthy and mutually reinforcing mix of commercial, retail, restaurant, entertainment, and multi-family uses along the commercial corridor.

The proposed amendment and Pad G development are entirely consistent with the 2019 Commercial Areas Revitalization Plan. The amendment materially decreases Oak Brook Commons' overall parking requirement by 66 necessary parking spaces. Further, this proposed development amendment of Pad G will continue to be materially less dense than the prior approved concepts presented by the 2019 Plan. Accordingly, the proposed Pad G amendment is consistent with the planning policies, goals, objectives, and provisions of the May 28, 2019 Commercial Areas Revitalization Plan and reflects the intent and spirit of the Village's 1990 Comprehensive Plan.

The project parking plan includes utilizing parking to the north of Pad G, which was initially dedicated for the use of a 250-room hotel. This amendment not only will decrease the height and overall square footage of the proposed development on Pad G, but will substantially reduce the necessary parking requirement from the original plan of a hotel to its present proposal as three, free-standing restaurants.

The major necessary infrastructure improvements have already occurred at Commerce Drive and McDonald Drive intersection, which will allow for the development of Pad G, without interference to Oak Brook Commons residents and other Village residents and non-resident daytime visitors.

2. Public Welfare. TM Real Estate Holdings LLC specifically considered adequate access to natural light and clean air circulation when it was planned and designed, and intends to maintain the same priorities for the site's development, operation, and maintenance. As a result, the uses and buildings on the site are oriented to harmonize with the surrounding properties and structures. Pad G is located toward the southeastern portion of the Hines Property, immediately southeast of the existing Oak Brook Commons luxury residential building. The proposed amendment and Pad G are consistent with these concepts and

the critical use patterns and locations established by the prior, approved Oak Brook Commons Master Planned Development.

The proposed Pad G development will not cause an increased risk of dangerous fire conditions or otherwise endanger public health, safety, and welfare, and all applicable building and fire codes will be followed. TM Real Estate Holdings LLC will ensure that the construction, development, and operation of Pad G and its elements are designed to allow users and visitors to safely use the building and surrounding areas without sacrificing building quality or experience. Further, the parking and traffic layout at Pad G ensure safe and efficient ingress and egress for pedestrians and vehicles.

3. Impact on Other Property. The development of Pad G will not interfere with neighboring property owners' use and enjoyment of other property in the neighborhood pursuant to their designated zoned purposes. The proposed amendment will not interfere with the normal and orderly development and improvement of surrounding properties, and is consistent with and will not alter the community or essential character of the neighborhood. Furthermore, the proposed amendment does not substantially diminish or impair property values within the area or cause incompatibility with other property in the immediate vicinity. The Pad G development will comply with all applicable noise, lighting, and other performance standards to ensure that it will not adversely impact any surrounding properties.

Additionally, neither the noise nor lighting for Pad G anticipates any adverse environmental impacts relative to its existing conditions. Noise associated with the proposed development will primarily consist of pedestrian and automobile traffic. The lighting will serve the pedestrians and vehicles upon and adjacent to Pad G, drastically reducing any possible impact on the site's overall light intensity.

4. Impact on Public Facilities and Resources. The proposed amendment and Pad G are planned and designed to supply the development with adequate utilities, road access, drainage, and other necessary facilities. Drainage patterns, stormwater detention, and restricted discharge from the site will be maintained in accordance with the current stormwater management requirements of the Village and DuPage County. Pad G is not located in a special flood hazard zone, and no regulatory wetlands are located on-site. Further, the proposed amended development of Pad G will not require any material increase in Village services. We anticipate the elimination of overnight parking, which was necessary for hotel use but not restaurant use, will reduce the impact on public resources. Therefore, the proposed development will have no adverse impact or strain on Village services and is fundamentally beneficial to the community.

5. Archaeological, Historical or Cultural Impact. No known archaeological, historical, or cultural resources are located on or off the Property impacted by the proposed planned development amendment.

6. Parking and Traffic. Pad G is served with ingress and egress points that minimize traffic congestion in the public streets. A signalized intersection at McDonald Drive and 22nd Street serves Pad G. Pad G will produce materially less traffic volume during peak hours than the current use approved for at Pad G. Furthermore, overnight parking will effectively be eliminated as a result of the modified use. Pad G is designed efficiently to satisfy the required parking and circulation dynamics. As previously indicated, Pad G will include a three, free standing restaurant buildings and will receive dedicated parking immediately north, east, and west of Pad G.

7. Adequate Buffering. Pad G will have substantial landscaping to protect uses within the development and surrounding properties. Pad G does not interfere with or detract from residents and visitors, and the new proposed use will only amplify its vitality and vibrancy. This area is thoughtfully planned to include extensive, functional landscaping and buffering features, allowing various public outdoor configurations

to exist easily and serve the larger Oak Brook Community. Finally, adequate and safe sight lines for vehicles and pedestrians will be at Pad G. See attached landscape plan.

8. Signage. All signage for the development of Pad G will conform to the Village's sign regulations in Chapter 11 of the Village Zoning Ordinance unless otherwise provided by the approved Planned Development Ordinance. The Plan sheets and elevations show the general scope and location of the minimal Pad G signage, scaled appropriately for the building and consistent with the Village's sign standards and other sign uses within the Village's commercial corridor.

9. Ownership/Control Area. The Property is presently under the ownership of Hines, who is under contract with TM Real Estate Holdings LLC, the Applicant. Upon approval of this amendment, the Property will transfer ownership and be under the Applicant's ownership, TM Real Estate Holdings LLC.

10. Need. There is a clear consensus that there is a cognizable need to develop this key gateway Village property. The 2019 Commercial Revitalization Plan emphasizes the desire for new mixed-use redevelopment in the Village, specifically identifying the vacant McDonald's Plaza as a potential mixed-use concept. The proposed amendment facilitates the scale necessary to make it feasible for TM Real Estate Holdings LLC to develop the property with the highest possible unit and amenity standards befitting of the Village of Oak Brook while generating a new, net-benefit revenue stream for the Village, increasing sales and utility tax-generating potential, license and permit fees, and further diversifying restaurant options in Oak Brook. Pad G is an integral element of the Oak Brook Commons planned development.

11. Compliance with Subdivisions Regulations and Plat Act. The amendment to the Planned Development modifies a previously approved one building hotel into three stand-alone buildings, each intended to have their own respective Permanent Index Number (PIN), while remaining in compliance with all standards, regulations and procedures of the Village's subdivision regulations and the Plat Act.

12. Covenants and Restrictions to be Enforceable by Village. All covenants, deed restrictions, easements, and similar restrictions to be recorded in connection with the Planned Development, may not be modified, removed, or released without the express consent of the Village of Oak Brook and may be enforced by future landowners (including the Applicant) within the proposed development.

13. Security and Site Control. Each building will have smoke and fire alarms on-site, in addition to security systems in place for the safety of employees, customers, and neighbors. Furthermore, the elimination of overnight parking will allow for greater control measures within the Planned Development as the properties are not utilized for a majority of the 24-hour period.

The roadways are being designed in a manner to accommodate two lanes of traffic. Valet service will be offered at all three locations allowing for predictable traffic patterns and avoiding congestion.

The Applicant intends to provide water service/billing through a master agreement by the Owner of the property, which will be governed by a master agreement between the three proposed developments/sites. Additionally, the Applicant anticipates and expects to enter into an agreement(s) with the adjacent owner as it relates to ancillary matters for proposed site development and day-to-day operation (including but not limited to parking, gates, plowing, valet, etc.), which said agreements shall be transmitted to the Development Services Director and/or Public Works, for their review and satisfaction.

Prior to the final parcel receiving a building permit from the Village, the Village's Development Services Director shall evaluate the then-existing parking that services the proposed third building. If the Development Services Director makes a determination sufficient parking does not exist within the Hines – Oak Brook Commons master development plan, then the Applicant shall pay for the expansion of the existing parking lot to its immediate north, and expand eastward allowing for no more than 30 paved parking spots. An agreement shall be made between the Owner of the Hines – Oak Brook Commons master development plan and the Applicant, which shall be transmitted to the Development Services Director for review and approval.

Please let us know if you have any questions or need any additional information prior to the meeting on December 18, 2024. TM Real Estate Holdings LLC is ready to proceed upon receiving the Planning & Zoning Commission's and Board of Trustee's approval of the amendment to the development of the Hines – Oak Brook Commons master development plan.

EXHIBIT C

Commission's Recommendation



VILLAGE OF
OAK BROOK
Illinois

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

January 2, 2025

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

Subject: TM Real Estate Holdings LLC, Applicant and Oak Brook Commons, Owner – 1050 22nd Street – Lot G of the Oak Brook Commons Subdivision – A Major Change to a Planned Development approved as Ordinance S-1568 – 3 stand-alone restaurant buildings up to 25,000 square feet to replace the previously approved 8-story boutique hotel (200,000 square feet) - Planned Development

Dear Village President and Board of Trustees:

Background

On December 18, 2024, the Planning & Zoning Commission held the required public hearing and completed its review and deliberations on an application for TM Real Estate Holdings LLC, Applicant and Oak Brook Commons, the owner of the property located at 1050 22nd Street, specifically Lot G of the Oak Brook Commons Subdivision, seeking approval of a major change to a Planned Development approved as Ordinance S-1568 for 3 stand-alone restaurant buildings to replace the previously approved 8-story boutique hotel.

The Oak Brook Commons mixed-use planned development was approved by the Village Board on May 29, 2019. The focus on this proposed planned development is on Lot G located along 22nd Street. Lot G was previously approved for an 8-story boutique hotel. They are requesting three (3) wall signs per restaurant building and a reduction from 244 to 186 parking spaces.

The applicant provided a presentation of the proposed project before the President and Board of Trustees on October 8, 2024. The application moved forward pending a thorough review and recommendation by the Planning & Zoning Commission.

Waivers and Variations: The Planned Development process allows an applicant to request waivers and variations from Village zoning laws that are necessary for the construction of the desired project. The following waivers and variations were requested along with a complete narrative of the request and standards under Tab 2.

The two requested departures for the three (3) restaurant buildings were as follows:

1. Wall Signs. Section 13-11-10.C.2 to permit and allow more than two (2) wall signs per building and a wall sign on a building façade that is not located on a street frontage. The petitioner is proposing three (3) wall signs for each building.

January 2, 2025

Village President and Board of Trustees

RE: 1050 22nd Street Oak Brook Commons – Lot G – Amend Ordinance S-1568

3 stand-alone restaurants to replace previously approved hotel – Planned Development

Page 2

2. Off-Street Parking. Section 13-12-5 to permit and allow an off-street parking ratio of 0.65 parking spaces per 100 SF of floor area which is less than the code required 1.0 parking spaces per 100 SF of floor area required per the zoning code. This departure results in a parking space reduction from 244 to 186.

Public Comment

All interested parties were notified by certified mail of the public hearing, a legal notice was published in the newspaper and public hearing signs were posted on the property. No letters or phone calls were received in opposition to the request.

Planned Development Recommendation

The Planning & Zoning Commission discussed the parking issues at the development, signage and the FAR (the 3 restaurants would be significantly smaller than the approved hotel). The P&Z recommended reducing the FAR from 1.56 to 1.33 for the entire development since 175,000 sq ft were no longer in play (previously approved 200,000 sq ft hotel) and should not be transferred to another lot. They also recommended a parking analysis prior to construction of the second building and did not recommend approval of 3 signs per building. The planned development standards were provided in detail in the case file.

The Commission reviewed and deliberated on the applicant's request and recommended approval of the requested Planned Development subject to the following conditions:

1. Compliance with Plans: The development, maintenance, and operation of Lot G (buildings A, B and C) will be in substantial compliance with the plans and documents as submitted, except for minor changes approved by the Development Services Director and Village Manager in accordance with Section 13-15-8 of the Zoning Ordinance.
2. Final engineering approval shall be required.
3. Architectural review - Each building's outdoor dining at grade shall face 22nd Street and go to the P&Z Commission and the Village Board for architectural review prior to issuance of a Building Permit and shall include a review of a photometric, landscape plan, exterior façade and materials.
4. EFIS: Per approved PUD S-1568, exterior insulation finish system ("EIFS"), stucco, and materials deemed to be comparable by the Development Services Director, shall occupy no more than 25% of any building elevation, and shall comply with all Village Code requirements concerning installation and maintenance.
5. Floor Area Ratio Limitation: The floor area ration (FAR) approved for the Property will

January 2, 2025

Village President and Board of Trustees

RE: 1050 22nd Street Oak Brook Commons – Lot G – Amend Ordinance S-1568

3 stand-alone restaurants to replace previously approved hotel – Planned Development

Page 3

apply to all lots within any future subdivision of the Property (total of 17.47 acres) as a whole. The FAR calculation for the entire Property, after subdivision, may not exceed 1.33.

6. The Security and site control measures for Lot G shall be discussed and developed in cooperation with the Oak Brook Police Department to utilize public and private resources in establishing a thorough and appropriate building and site security plan;
7. A detailed plan for proposed exterior trash enclosure and circulation is required.
8. Gates: Consider operation and aesthetics of the proposed gates in between buildings A and B, and B and C.
9. A final wall sign exhibit shall be required depicting all wall signs being proposed on their respective building elevations. All sign proposals shall comply with all other applicable sign code regulations of the Oak Brook zoning code and will require a separate permit application.
10. Calculations showing existing parking spaces vs required spaces shall be provided for the proposed restaurants. Parking shall be provided per Village code requirements as development occurs on each subdivided parcel of Lot G. Prior to the construction of the second restaurant a parking analysis shall be completed. At the determination of the Development Services Director the applicant shall be responsible for construction of additional parking spaces.
11. Dormant SSA: As a part of the approved PUD, a dormant special service area (“SSA”) overlaying the Property was established for the purpose of fully funding the maintenance, operation, repair, and replacement of the Property’s stormwater management facilities. Any new development within the Oak Brook Commons must be part of the Dormant SSA.
12. All other provisions of Ordinance S-1568 approved for the Subject Property will remain in full force and effect.

Very truly yours,

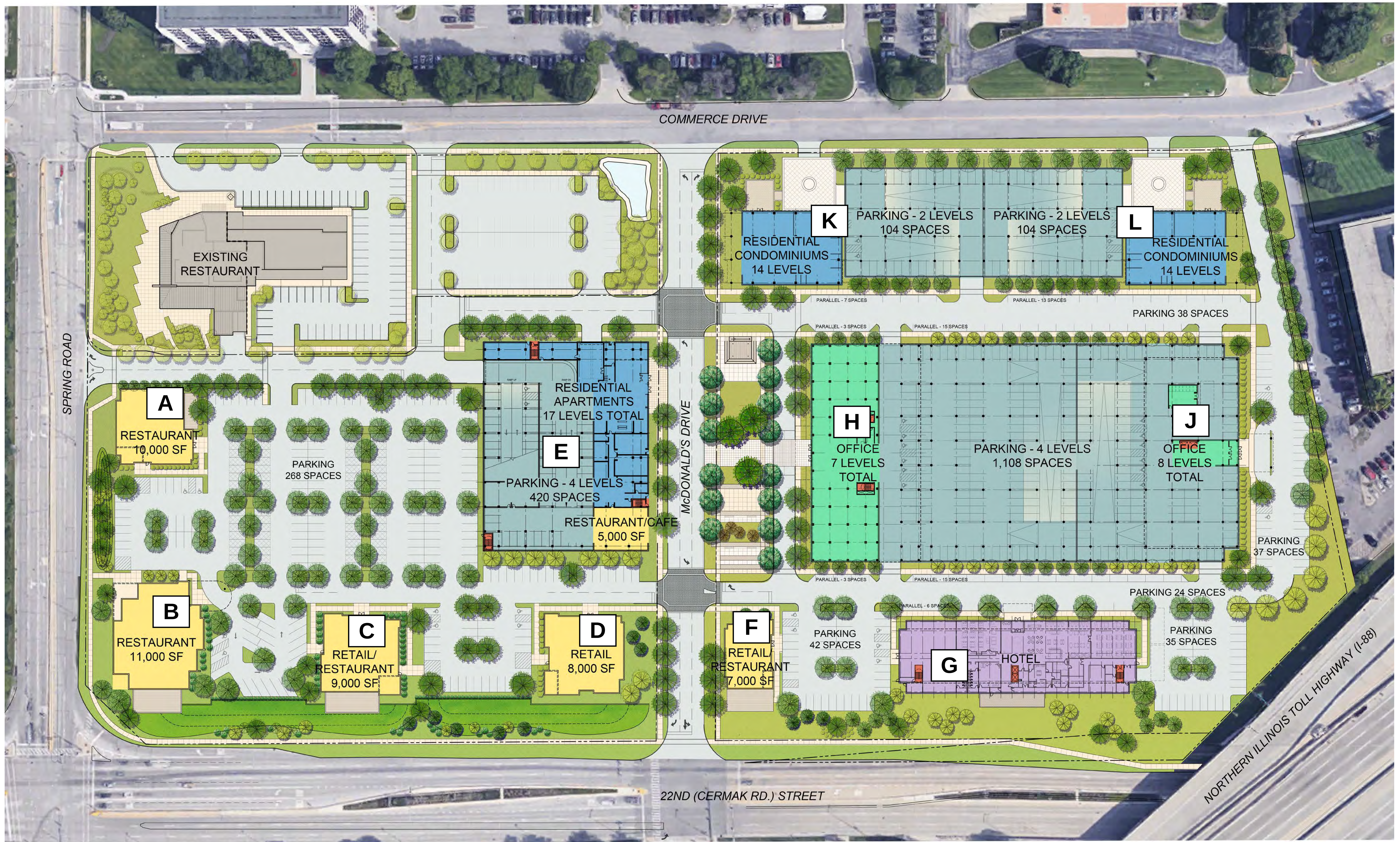
Raju Iyer

Rajaraman Iyer
Chairman
Planning & Zoning Commission

•

EXHIBIT D

Original Site Plan / Amendment Site Pan



Original Site Plan

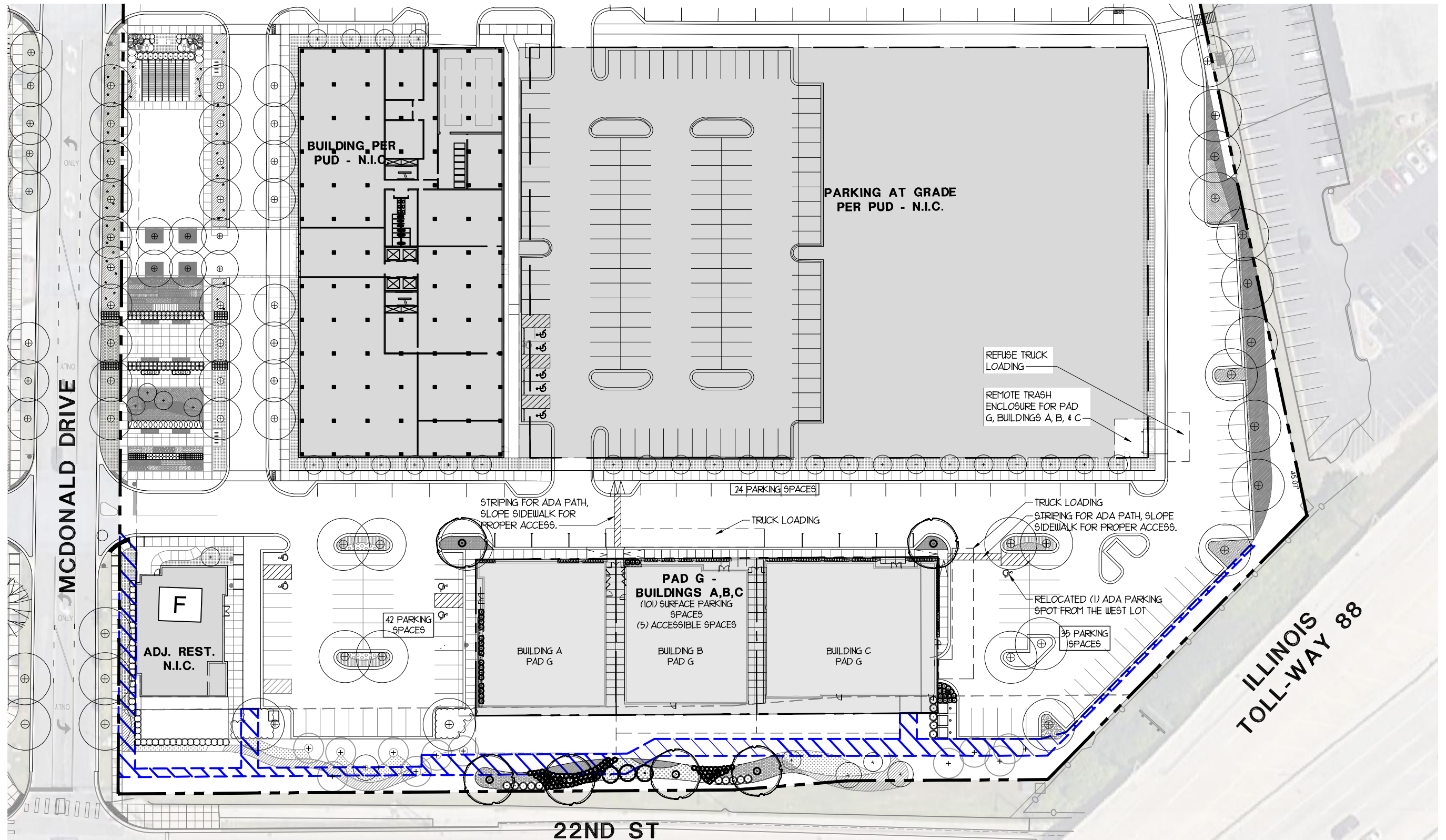
1 FIRST LEVEL PLAN
SCALE: 1"=50'
0 25' 50' 100'

*REVISED AS OF MAY 28TH TO REFLECT MODIFIED BLDG E FOOTPRINT

OAK BROOK COMMONS - PLANNED DEVELOPMENT SUBMISSION

OVERALL PLAN - GROUND LEVEL

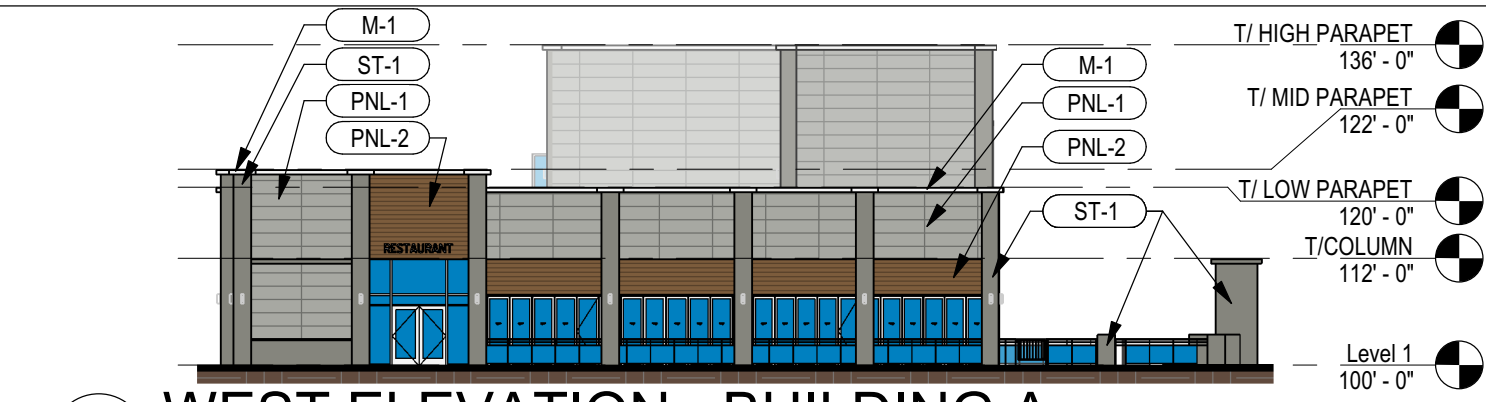
6.1



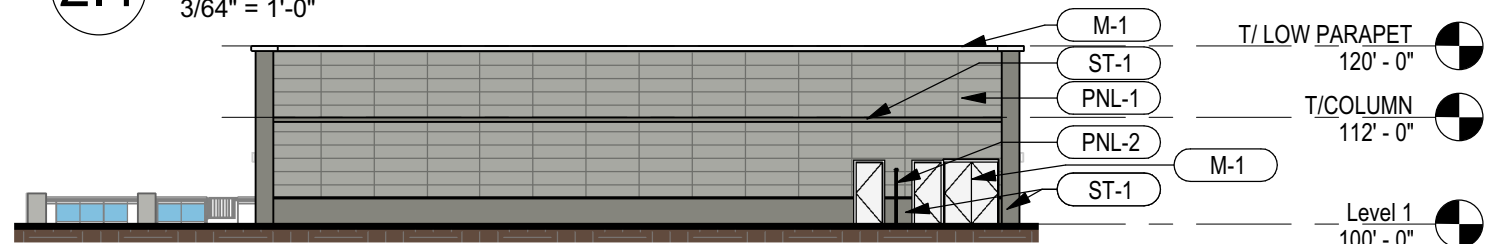
Amended Site Plans

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

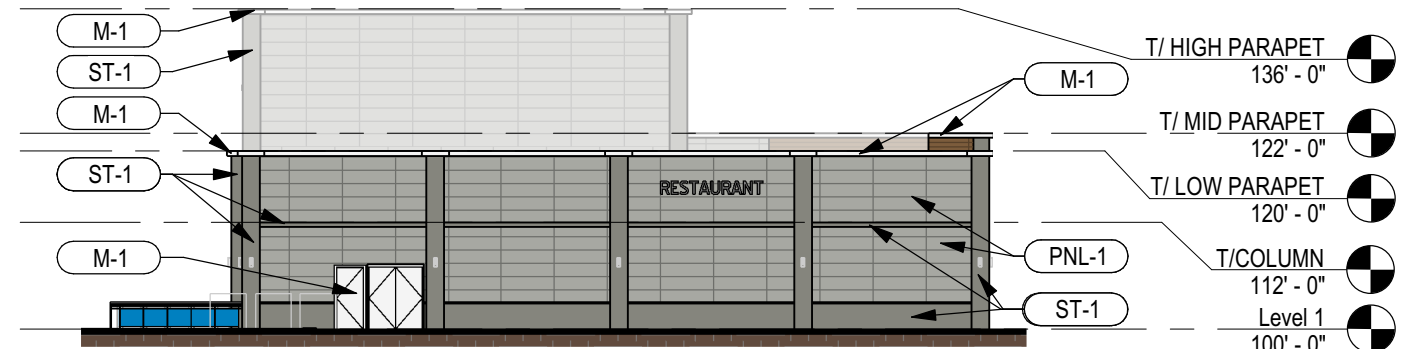




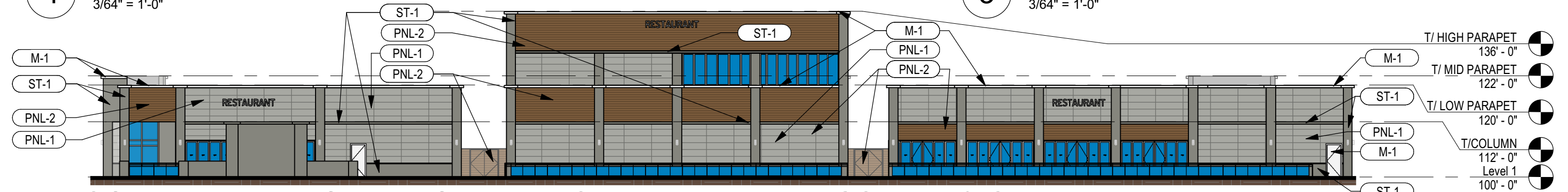
2.1 WEST ELEVATION - BUILDING A
3/64" = 1'-0"



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



Elevated view - Looking South from North end of Pad G

EXHIBIT E

TRANSFeree ASSUMPTION AGREEMENT

EXHIBIT E

TRANSFeree ASSUMPTION AGREEMENT

THIS AGREEMENT, made as of this _____ day of _____ 2025, by, between and among _____ ("**Owner**"); _____ ("**Transferee**"); and the Village of Oak Brook, an Illinois municipal corporation ("**Village**").

WITNESSETH:

WHEREAS, pursuant to that certain real estate sale contract dated _____ ("**Real Estate Purchase Agreement**"), the Transferee agreed to purchase from the Owner certain real property situated in DuPage County, Illinois and legally described in Exhibit 1 attached hereto and by this reference incorporated herein and made a part hereof ("**Property**"); and

WHEREAS, following the conveyance of the Property by the Owner, the Transferee will be the legal owner of the Property; and

WHEREAS, as a condition to the conveyance of the Property by the Owner, the Owner and the Village require that the Transferee agree to comply with all the terms, requirements and obligations set forth in Village of Oak Brook Ordinance 2024-ZO-PUD-EX-S-1720, approved by the Village on or about January 28, 2025, and recorded in the Office of the DuPage County Recorder on _____, 2025, as Document No. _____, by and between the Village and Owner, as amended from time to time ("**Planned Development Ordinance**");

NOW, THEREFORE, in consideration of the agreement of the Owner to convey the Property to the Transferee and of the Village to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between and among the Village, the Owner, and the Transferee as follows:

1. **Recitals**. The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

2. **Assumption of Obligations**. The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements and obligations of the Planned Development Ordinance, including all exhibits and attachments thereto.

3. **Assurances of Financial Ability**. Contemporaneously with the Transferee's execution of this Agreement, the Transferee shall, upon the request of the Village, provide the Village with reasonable assurances of financial ability to meet the obligations assumed hereunder as the Village may reasonably require.

4. **Acknowledgement and Release of Transferor**. The Village hereby acknowledges its agreement to the Transferee's assumption of the obligation to comply with the terms, requirements and obligations of the Planned Development Ordinance, including all exhibits and attachments thereto, and the Village hereby releases the Owner from any and all liability for failure to comply with the terms, requirements and obligations of the Redevelopment Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Transferee Assumption Agreement to be executed as of the day and year first written above.

OWNER

TM REAL ESTATE HOLDINGS

By: _____

Its: Authorized Signatory

ATTEST:

By: _____
Its: _____

VILLAGE OF OAK BROOK, an Illinois municipal
corporation

By: _____
Its: _____

TRANSFeree

By: _____
Name: _____
Its: Authorized Signatory

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20____, by _____, the President of the **VILLAGE OF OAK BROOK**, an Illinois municipal corporation, and by _____, the Village Clerk of said municipal corporation.

Signature of Notary

SEAL

My Commission expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2025, by _____, the Authorized Signatory of _____ ("**Owner**") as his/her free and voluntary act in his/her authorized capacity of said company for the uses and purposes herein.

Signature of Notary

SEAL

My Commission expires:

Exhibit F

UNCONDITIONAL AGREEMENT AND CONSENT

EXHIBIT F

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Oak Brook, Illinois ("**Village**"):

WHEREAS, an application has been submitted by, TM Real Estate Holdings, LLC (the "**Petitioner**") with the consent Oak Brook Commons, LLC (the "**Owner**"), the owner of certain real property located in the Village's ORA-2 Office Research Assembly District at 1050 22nd Street, Oak Brook, Illinois, (the "**Property**"), which property is legally described in Exhibit 1, seeking approval of a planned development to construct and operate three stand-alone restaurants totaling 25,000 square feet (the "**Planned Development**") located on the Property; and

WHEREAS, Ordinance No. 2024-ZO-PUD-EX-S-1720 adopted by the President and Board of Trustees of the Village of Oak Brook on January 28, 2025, ("**Ordinance**") grants approval of the Planned Development, subject to certain conditions, restrictions, and provisions; and

WHEREAS, Section 10 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until Petitioner has filed 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 covenant as follows:

1. Owner, having read a copy of the Ordinance, does hereby unconditionally agrees to accept, concur with, consent to, and abide by all of the terms, conditions, restrictions, and provisions of the Ordinance, inclusive of, but not in any way limited to, those that pertain to the development, use, operation, and maintenance of the Subject Property.

2. Owner acknowledges and agrees that: (i) public notices and hearings have been properly given and held with respect to the adoption of the Ordinance; (ii) Owner has considered the possibility that the Planned Development granted by the Ordinance may be revoked in the event of noncompliance with the Ordinance; and (iii) Owner agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. 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 construction or use of the Property, and that the Village's issuance of any such permits does not, and will not, in any way, be deemed to insure Owner against damage or injury of any kind and at any time.

4. Any person violating the terms and conditions of the 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 the 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 the Ordinance including, without limitation, an action in equity to compel compliance with its terms.

5. 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.

6. 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.

7. 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.

8. This Unconditional Agreement and Consent may be executed in counterparts, each of which shall constitute an original document, which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, _____, Authorized Signatory, executed this Unconditional Agreement and Consent on behalf of Owner _____ on this ____ day of _____, 2025.

BY: _____

ITS: Authorized Signatory

SUBSCRIBED and SWORN to
before me this ____ day of
_____, 2025.

Notary Public

EXHIBIT 1

LEGAL DESCRIPTION

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

Common Address: 1050 22nd Street, OAK BROOK, IL PIN(s):

06-23-407-019



ITEM 8.A.1.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
January 28, 2025

SUBJECT: A Resolution Approving the 2nd Amendment to the 2023 Janitorial Services Agreement.

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$139,639.20 is included in the FY2025 Budget.

RECOMMENDED MOTION: I move that the Village Board Approve Resolution R-2267, a 2nd Amendment to the 2023 Janitorial Services Agreement with SW Cleaning Service, Rolling Meadows, Illinois for Janitorial Services in the amount of \$431,604.00 (three-year agreement); \$139,639.20 for 2025, \$143,826.00 for 2026, and \$148,138.80 for 2027 pending final attorney review and approval.

Background/History:

On July 11, 2023, the Village Board approved a 5-month agreement with SW Cleaning Service Corp, and a one (1) year contract amendment from January 1, 2024-December 31, 2024, for Janitorial Services at the Butler Government Center, the Public Works Building, the Public Library, and Golf Clubhouse. Staff is recommending a second amendment for three (3) additional calendar years, January 1, 2025 – December 31, 2025, January 1, 2026 - December 31, 2026, and January 1, 2027 - December 31, 2027, (3-year agreement) in the amount of \$431,604.00. This amount remains substantially lower than the original RFP bids.

As with other agreements of this type, our contract specifications allow the Village to cancel the agreement if the quality of work fails to meet our expectations.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2267 for the 2nd Amendment to the 2023 Janitorial Services Agreement with SW Cleaning Service, Rolling Meadows, Illinois for Janitorial Services in the amount of \$431,604.00 (three-year agreement); \$139,639.20 for 2025, \$143,826.00 for 2026, and \$148,138.80 for 2027 pending final attorney review and approval.

Attachments:

1. R-2267
2. 2ndAmendmentJanitorial1

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2025-PW-JS-AG-AMND-R-2267.

A RESOLUTION
AUTHORIZING AND APPROVING THE SECOND AMENDMENT
TO THE 2023 JANITORIAL SERVICES AGREEMENT WITH SW
CLEANING SERVICE, OF ROLLING MEADOWS, ILLINOIS FOR
JANITORIAL 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 28th day of January 2025

RESOLUTION NO. 2025-PW-JS-AG-AMND-R-2267.

A RESOLUTION
AUTHORIZING AND APPROVING THE SECOND AMENDMENT TO THE 2023 JANITORIAL
SERVICES AGREEMENT WITH SW CLEANING SERVICE, OF ROLLING MEADOWS,
ILLINOIS FOR JANITORIAL 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 corporate authorities may enter into an Agreement with another party pursuant to Illinois Statute;

WHEREAS, On July 11, 2023, the Village Board approved a 5-month agreement (the "Agreement") with SW Cleaning Service Corp. (the "Company") expiring December 31, 2023, followed by a one (1) year contract amendment for the term beginning January 1, 2024 and ending December 31, 2024 (the "First Amendment") covering Janitorial Services at the Butler Government Center, the Public Works Building, the Public Library, and Golf Clubhouse;

WHEREAS, the Agreement provided the ability for the parties to extend the term of the contract for subsequent one-year terms upon mutual written agreement of the parties;

WHEREAS, Staff is requesting the approval of the Company's proposal for a three- year extension in accordance with the terms of the Agreement, covering FY25, FY26, and FY27, in the amount of \$431,604.00 and in accordance with the Second Amendment (the "Second Amendment") attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to approve the Amendment 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 Second Amendment, substantially in the form attached hereto and made a part hereof as Exhibit A.

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute, and the Village Clerk is hereby authorized to attest to the Second Amendment, 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 Amendment.

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 Second Amendment, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the attached Second Amendment.

Section Six - Acts of Village Officials

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

Section Seven – Effective Date

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

Section Eight - Publication

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

Section Nine – Conflict Clause

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

Section Ten – Saving Clause

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

Section Eleven – Recording

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

PASSED THIS 28th day of January 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 28th day of January 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Second Amendment]

SECOND AMENDMENT TO THE 2023 JANITORIAL SERVICES AGREEMENT

THIS AMENDMENT TO THE 2023 JANITORIAL SERVICES AGREEMENT ("Amendment") executed by the parties on August 1, 2023, is made as of _____, 2025 by and between **SW CLEANING SERVICE ("SW Cleaning")**, and the **VILLAGE OF OAK BROOK, ILLINOIS ("Village")**.

R E C I T A L S

WHEREAS, SW Cleaning and the Village entered into a 2023 Janitorial Services Agreement ("**Agreement**"), pursuant to which SW Cleaning agreed to provide to the Village Janitorial Services, as more fully described in the Agreement.

WHEREAS, the term of the Agreement expired December 31, 2023.

WHEREAS, the term of the First Amendment expired December 31, 2024.

WHEREAS, the parties desire to extend the term of the Agreement for three (3) additional years pursuant to this amendment.

NOW THEREFORE, for and in consideration of the recitals set forth above and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- A. **Extension of Term.** The Agreement is hereby extended for a period commencing January 1, 2025, and ending December 31, 2027 ("**Extension Term**"), unless sooner terminated in accordance with the terms of the Agreement. The Extension Term shall be on the same terms and conditions contained in the Agreement, except as expressly set forth herein.
- B. **Pricing.** SW Cleaning's annual pricing shall be \$139,639.20 for 2025, \$143,826.00 for 2026, and \$148,138.80 for 2027, as indicated and itemized per location in the table below, for a not-to-exceed three (3) year total cost of \$431,604.00.

January 1, 2025 - December 31, 2025	Monthly Cost per Location
Village Hall	\$ 3,220.80
Public Works	\$ 490.10
Fire Station #93	\$ 636.50
Fire Station #94	\$ 892.10
Library	\$ 3,108.40
Golf	\$ 869.90
B&T Locker Rooms	\$ 1,198.80
B&T Outside Restroom	\$ 1,220.00
Total Monthly Cost	\$ 11,636.60
Total Annual Cost	\$ 139,639.20
Extra Hourly Work	\$ 24.00

January 1, 2026 - December 31, 2026	Monthly Cost per Location
Village Hall	\$ 3,317.40
Public Works	\$ 504.80
Fire Station #93	\$ 655.60
Fire Station #94	\$ 918.80
Library	\$ 3,201.60
Golf	\$ 896.00
B&T Locker Rooms	\$ 1,234.70
B&T Outside Restroom	\$ 1,256.60
Total Monthly Cost	\$ 11,985.50
Total Annual Cost	\$ 143,826.00
Extra Hourly Work	\$ 24.00
January 1, 2027 - December 31, 2027	Monthly Cost per Location
Village Hall	\$ 3,416.90
Public Works	\$ 519.90
Fire Station #93	\$ 675.20
Fire Station #94	\$ 946.30
Library	\$ 3,297.60
Golf	\$ 923.00
B&T Locker Rooms	\$ 1,271.70
B&T Outside Restroom	\$ 1,294.30
Total Monthly Cost	\$ 12,344.90
Total Annual Cost	\$ 148,138.80
Extra Hourly Work	\$ 24.00
2025	\$ 139,639.20
2026	\$ 143,826.00
2027	\$ 148,138.80
GRAND TOTAL	\$ 431,604.00

- C. **Effect of Amendment.** The Parties acknowledge and agree that this Amendment modifies and amends the Agreement and the terms and provisions hereof shall supersede and control over any contrary or conflicting terms and provisions set forth in the Agreement. The Agreement, as amended by this Amendment, is hereby ratified and remains in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, SW Cleaning and the Village have respectively executed this Amendment to be effective as of the date first above written.

ATTEST:

SW CLEANING SERVICE

By: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

VILLAGE OF OAK BROOK

By: _____
Village Clerk

By: _____
Village Manager

Date: _____



OAK BROOK
Illinois

ITEM 8.A.2.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
January 28, 2025

SUBJECT: Proposal for Advertising Services by and between Hinsdale Magazine Group, Inc. and the Village of Oak Brook

FROM: Joseph Mitchell, Assistant Village Manager
Susan Rose, Marketing Manager

BUDGET SOURCE/BUDGET IMPACT: \$54,000 was included Hotel/Motel Account #171-73600, Advertising/Promotion, in the FY2025 Budget.

RECOMMENDED MOTION: I move that the Village Board Approve R-2270, A Resolution Approving and Authorizing the Execution of an Agreement By and Between the Village of Oak Brook and Hinsdale Magazine Group, Inc. pending final Village Attorney review.

Background/History:

The Village of Oak Brook seeks to continue to utilize Oak Brook Magazine as a preferred local media partner to promote Oak Brook as the premier destination to live and visit in the Chicagoland area. Oak Brook Magazine will support our Village brand as well as highlight our hospitality community to our local stakeholders in the key adjacent markets of Hinsdale, Downers Grove, and Elmhurst. Retaining this partnership will allow continued promotion and visibility through strategic advertising and editorial content in the flagship Oak Brook title as well as ancillary regional publications. A proposed agreement outlines the terms for advertising pages, guaranteed editorial features, digital support, and program support for the year 2025. Some of the highlights of the agreement include:

Advertising Pages:

- Publish three (3) advertising pages per issue across four regional magazines—Oak Brook, Elmhurst, Downers Grove, and Hinsdale—over six (6) issues annually, totaling seventy-two (72) advertising pages in 2025.

Guaranteed Editorial Features:

1. Publish two (2) stories per issue on topics chosen by the Village in the Oak Brook Magazine, amounting to twelve (12) editorial features in 2025.
2. Publish two (2) stories in each of the other three magazines (Hinsdale, Downers Grove, Elmhurst) three (3) times per year, totaling eighteen (18) editorial features across these publications in 2025.
3. Conduct monthly editorial meetings or conference calls to discuss Oak Brook editorial ideas with Village-designated staff.
4. Provide draft editorial content related to Oak Brook to the Village in advance for review, feedback, and edits.
5. Obtain prior approval from the Village on Oak Brook resident profiles and other potential content before assigning and/or publishing stories.
6. Ensure editorial content projects the Village of Oak Brook as:
 - A dynamic destination for families and millennials.
 - A thriving business community.
 - A diverse and welcoming community.
 - A hub for hospitality, emphasizing hotels, malls, restaurants, and attractions to promote local tourism.
7. Utilization of high-quality Oak Brook-related images for Oak Brook Magazine covers.
8. Ensure editorial coverage owed on Marriott/Doubletree Hotels from previous contracts is published by April 1, 2025.
9. Provide at least ten (10) additional copies of recently published magazines to the seven (7) Hotels of Oak Brook for dissemination to visitors, guests, and employees.

Digital and Program Support:

1. Transfer the URL for oakbrookrestaurants.com to the Village no later than January 15, 2025 (Completed).
2. Provide Village approved bonus digital banners on each magazine's website.
3. Post bonus Oak Brook social media promotions across all four (4) magazines' social media channels as requested.
4. Include an Oak Brook Holiday Cover Wrap, Gatefold, or a bonus fourth (4th) page in the November/December 2025 issue to create a special section.
5. Offer sponsorship of the 2025 Taste of Oak Brook (in-kind or cash sponsorship, terms to be determined).
6. Continue providing graphic design services for advertising creative.

Term of Agreement:

This agreement shall commence on January 1, 2025, and terminate on December 31, 2025, unless terminated in accordance with this agreement.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2270, A Resolution Approving and Authorizing the Execution of an Agreement By and Between the Village of Oak Brook and Hinsdale Magazine Group, Inc., and authorize the Village President to execute the agreement pending final Village Attorney review.

Attachments:

1. R-2270
2. Oak Brook Magazine Agreement Final

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2025-MRTKG-AG-R-2270

A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF AN AGREEMENT
BY AND BETWEEN
THE VILLAGE OF OAK BROOK AND
HINSDALE MAGAZINE GROUP, INC.

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 28th day of January, 2025

RESOLUTION NO. 2025-MRTKG-AG-R-2270

A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF AN AGREEMENT
BY AND BETWEEN
THE VILLAGE OF OAK BROOK AND
HINSDALE MAGAZINE GROUP, INC.

WHEREAS, the Village of Oak Brook (hereinafter referred to as the "Village") is an Illinois Municipal Corporation organized pursuant to the laws of the State of Illinois;

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

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

WHEREAS, the 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 Village pursuant to 65 ILCS 5/8-3-4 has previously adopted a Hotel and Motel Tax which has been implemented for the purpose of promoting tourism and conventions or otherwise to attract nonresident overnight visitors to the Village of Oak Brook;

WHEREAS, Hinsdale Magazine Group, Inc. (hereinafter referred to as the "Company") owns and operates a magazine with circulation targeting specific markets;

WHEREAS, the Village currently utilizes the funds derived from said tax to promote tourism and conventions as well as provide certain infrastructure improvements that will enhance those designated areas and zones in which hotels and motels are located in order to support the continued development and patronage of those areas, zones and the Village at large;

WHEREAS, the Corporate Authorities of the Village desire to allocate funds from the Hotel and Tourism Fund for the purchase of advertisement space within Company's 2025 magazine publications to promote the attraction of nonresident visitors to further support the Village's commercial and business districts;

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 allocate the funds as referenced herein; and

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to enter into the attached agreement with the Hinsdale Magazine, Inc. for the purposes referenced herein.

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

Section One – Recitals

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

Section Two – Approval of Agreement

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

Section Three – Authorization and Direction

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six – Waiver of Bidding Process

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

Section Seven - Acts of Village Officials

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

Section Eight – Effective Date

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

Section Nine - Publication

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

Section Ten – Conflict Clause

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

Section Eleven – Saving Clause

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

Section Twelve – Recording

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

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

APPROVED THIS 28th day of January, 2025.

Laurence E. Herman
Village President

PASSED THIS 28th day of January, 2025.

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Netasha Scarpiniti
Village Clerk

Exhibit A
[Agreement]

VILLAGE OF OAK BROOK

THIS AGREEMENT is entered into on this ____ day of _____, 2025, by and between the **Village of Oak Brook**, a municipal corporation organized under the laws of the State of Illinois (hereinafter referred to as the "Village"), and **Hinsdale Magazine Group, Inc.**, a business corporation organized under the laws of the State of Illinois (hereinafter referred to as the "Contractor").

Recitals

WHEREAS the Village desires to promote its community, businesses, and attractions through targeted advertising and editorial coverage in 2025; and

WHEREAS, the Contractor has expertise in providing advertising and editorial services and agrees to perform such services under the terms outlined herein;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained and described, the sufficiency of which is hereby acknowledged, and subject to the conditions herein set forth, agree as follows:

1. Scope of Services

The Contractor agrees to provide the following services to the Village:

Advertising Pages

1. Publish three **(3) pages per issue** across four regional magazines (Oak Brook Magazine, Elmhurst Magazine, Downers Grove Magazine, Hinsdale Magazine) in **six (6) issues per year**, totaling **seventy-two (72) advertising pages** in 2025.

Guaranteed Editorial Features

1. Publish **two (2) stories per issue** on topics chosen by the Village in the **Oak Brook Magazine**, amounting to **twelve (12) editorial features** in 2025.
2. Publish **two (2) stories in each of the other three magazines (Hinsdale, Downers Grove, Elmhurst) three (3) times per year**, totaling **eighteen (18) editorial features** across these publications in 2025.
3. Conduct a **monthly editorial meeting or conference call** to discuss Oak Brook editorial ideas with Village designated staff.
4. Provide draft editorial content related to Oak Brook to the Village **in advance for review**, feedback, and edits.
5. **Obtain prior** written approval from the Village on Oak Brook resident profiles and other potential content before assigning and/or publishing stories.
6. Ensure editorial content projects Oak Brook as:

- A dynamic destination for families and millennials.
 - A thriving business community.
 - A diverse and welcoming community.
 - A hub for hospitality, with emphasis on hotels, malls, restaurants, and attractions to promote local tourism.
7. Use professional **high-quality Oak Brook-related images** for **Oak Brook Magazine** covers.
 8. Ensure editorial coverage owed on Marriott/Doubletree from previous contracts is published by **April 1, 2025, at no additional cost to the Village**.
 9. Provide at least ten (10) additional copies of recently published magazines to the seven (7) Hotels of Oak Brook for dissemination to visitors, guests, and employees to read.

Digital and Program Support

1. Transfer URL ownership of www.oakbrookrestaurants.com for Oak Brook restaurants to the Village by no later than **January 15, 2025**.
2. Provide bonus **digital banners** on each magazine's website, namely, www.oakbrookmagazine.com, www.hinsdalemag.com, www.downersgrovemag.com, and www.elmhurstmagazine.com.
3. Post bonus **social media promotions** across all four (4) magazines' Facebook and Instagram social media channels as requested.
4. Include an **Oak Brook Holiday Cover Wrap, Gatefold, or a bonus Fourth (4th) page** in the November/December 2025 issue to create a special section.
5. Offer sponsorship of the **2025 Taste of Oak Brook** (in-kind or cash sponsorship, terms to be determined).
6. Continue providing **graphic design services** for advertising creative.

2. Compensation

The Village agrees to pay the Contractor a total sum not to exceed **Fifty-Four Thousand Dollars (\$54,000)** for the Services provided under this Agreement. Payments shall be made in installments upon submission of itemized invoices reflecting the deliverables completed.

3. Term of Agreement

This Agreement shall commence on **January 1, 2025**, and terminate on **December 31, 2025**, unless extended or terminated in accordance with this Agreement.

4. No Automatic Renewal

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

5. Termination

- Either party may terminate this Agreement for any reason upon thirty (30) days’ written notice to the other party.
 - In the event of termination, the Village shall pay the Contractor for Services satisfactorily performed up to the termination date.
-

6. Independent Contractor

The Contractor 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.

7. Insurance

The Contractor shall maintain general liability insurance, professional liability insurance, and workers’ compensation insurance as required by law. The Contractor shall present proof of insurance, as described herein below, prior to the Effective Date and shall maintain such insurance in full force and effect throughout the Term hereto. All proofs of insurance shall be received by the Village of Oak Brook, 1200 Oak Brook Road, Oak Brook, Illinois 60523, ATTENTION: Finance Department.

A. General Liability Insurance. Contractor shall present proof of general liability insurance ("GLI") coverage - minimum GLI coverage: one million dollars (\$1,000,000) per claim; two million dollars (\$2,000,000) aggregate - with the Village specifically identified as certificate holder and as additional insured. An additional insured endorsement form must also be presented.

B. Professional Liability Insurance. Contractor shall present proof of Professional liability insurance ("PLI") coverage - minimum PLI coverage: one million dollars (\$1,000,000) per claim; two million dollars (\$2,000,000) aggregate - with the Village specifically identified as certificate holder.

C. Workers’ Compensation Insurance. Contractor shall present proof of Workers’ Compensation Insurance as required by applicable law.

8. Notice

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

Village of Oak Brook
1200 Oak Brook Road Oak Brook, Illinois 60523
Attention: Joseph P. Mitchell, Assistant Village Manager

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

Hinsdale Magazine Group
3 Grant Square Ste. 201
Hinsdale IL 60521
Attention: Scott Jonlich, Publisher

9. Indemnification

The Contractor shall defend, indemnify and hold the Village harmless against any and all liability upon claims, causes of action or obligations of every nature whatsoever, whether known or unknown, relating to or arising out of Contractors' performance of, or failure to perform, the related Services under this Agreement, including but not limited to any and all claims from any third-parties related to the accuracy of, or failure to obtain written consent and/or liability waivers relative to the published content.

10. Authorization

A. The Parties hereto represent that the individuals executing this Agreement have full authorization to enter into this Agreement on behalf of the respective Parties.

B. The Parties represent, warrant, and agree, to and with each other, that each has taken all necessary corporate and legal action to authorize the execution, delivery, and performance on their part of this Agreement and the performance hereto by each will not be in contravention of any resolutions, ordinances, laws, contracts, or agreements to which it is a party or to which it is subject.

11. Conflicts of Interest

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

12. Miscellaneous

A. If any term or provision of this Agreement will to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement will not be affected thereby, but each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

B. The marginal or topical headings of the several articles and sections are for convenience only and do not define, limit, or construe the contents of such articles and sections.

C. All preliminary negotiations are merged into and incorporated in this Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior discussions, representations, or agreements relating to the subject matter herein.

D. This Agreement can only be modified or amended by an agreement in writing signed by the parties hereto.

E. This Agreement and the rights of the Village and Contractor 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.

F. The failure of any party hereto to enforce any of the provisions of this Agreement or the waiver thereof in any instance, shall not be construed as a general waiver thereof in any instance, nor shall it be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

G. Nothing in this Agreement is intended to confer a benefit or right of enforcement upon any third party. Further, both parties specifically reserve all rights, privileges and immunities conferred upon them by law.

H. Should any action be taken by either party to enforce the terms, conditions and/or covenants of this Agreement each Party shall bear responsibility for their own attorney's fees.

I. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a Party. Reproduction of

this Agreement and its signatures hereon shall be the equivalent of an original copy of the Agreement.

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

K. This Agreement may not be assigned by the Village or by the Contractor without the prior written consent of the other party.

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

VILLAGE OF OAK BROOK

HINSDALE MAGAZINE GROUP, INC.

By: _____
By: _____

Name: _____

Name: _____

Title: _____
Title: _____

Date: _____

Date: _____



OAK BROOK
Illinois

ITEM 8.A.3.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
January 28, 2025

SUBJECT: Golf Maintenance Fairway Mower

FROM: Rania Serences, Purchasing and Budgeting Coordinator
Art Segura, Sports Core Director

BUDGET SOURCE/BUDGET IMPACT: \$73,750 is Budgeted in FY 2025 Program #834

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2268, waiving further bidding since Omnia Partners has already conducted the bid process and issue a Purchase Order to Turfwerks of Johnston, in the amount of \$73,750 for the purchase of one (1) 2025 Jacobsen 550 fairway mower.

Background/History:

Pursuant to the provisions of Section 1-7-10 of the Code of Ordinances and Compiled Statutes, the Village is permitted to join with other governmental units in order to benefit from cooperative purchasing arrangements.

This fairway mower will be designated for both the golf course and soccer fields. Currently, we have nine soccer fields, but we cut only four of them with the type of mower we are requesting to purchase. Our goal is to bring the remaining five fields to the same level of quality as the four fields that are currently maintained with this equipment.

For the golf course, the laborers often get delayed by players in the morning due to how long it takes to cut the grass with a single fairway mower. With the additional mower, we would be able to cut the time in half and complete this task without any golfer interruption. This will also allow more time for the laborers to focus on other tasks. We plan to increase the amount of acreage being cut by this specific equipment by 7-8 acres, three days per week, which justifies the need for an additional mower.

These newer models are more fuel-efficient than their predecessors, offering cost savings in fuel and reducing maintenance expenses. Additionally, they will help improve turf health and aesthetic appeal by ensuring more consistent and timely mowing

Recommendation:

Staff recommends that the Village Board approve Resolution R-2268, waiving further bidding since Omnia Partners has already conducted the bid process and issue a Purchase Order to Turfwerks of Johnston, in the amount of \$73,750 for the purchase of one (1) 2025 Jacobsen 550 fairway mower.

Attachments:

1. R-2268
2. OakBrookGolfJacobsenLF5502wd

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2025-SC-GOLF-PG-R-2268

A RESOLUTION
APPROVING THE WAIVER OF COMPETITIVE BIDDING AND
AUTHORIZING THE PURCHASE OF GOLF COURSE
MAINTENANCE EQUIPMENT FROM TURFWERKS

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 28th day of January 2025

RESOLUTION NO. 2025-SC-GOLF-PG-R-2268

A RESOLUTION
APPROVING THE WAIVER OF COMPETITIVE BIDDING AND AUTHORIZING THE
PURCHASE OF GOLF COURSE MAINTENANCE EQUIPMENT FROM TURFWERKS

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 upon approval of the Village President and Board of Trustees (collectively the "Corporate Authorities") may contract with another party pursuant to Illinois Statute;

WHEREAS, the Oak Brook Golf Club's current golf course fairway mower is reaching the end of its useful life cycle and requires replacement of each;

WHEREAS, the Village is enrolled in cooperative purchasing arrangement with Omnia Partners, which permits the Village to join with other governmental units to benefit from advantageous purchase prices for certain equipment;

WHEREAS, Village Staff has reviewed the available options and recommends the purchase of one (1) 2025 Jacobsen 550 fairway mower (the "Equipment") as replacement to be designated for both the golf course and the soccer fields;

WHEREAS, Turfwerks (hereinafter referred to as "Company") is an authorized distributor of the referenced Equipment and has prepared and submitted a proposal covering the purchase of the desired Equipment totaling an amount not-to-exceed \$73,750 (the "Purchase Order");

WHEREAS, Staff recommends approval from the Corporate Authorities to purchase the Equipment from Company 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 Purchase Order (Quote No. 068019-693404E) attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to issue the Purchase Order to the Company for the purposes referenced herein.

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

Section One – Recitals

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

Section Two – Approval of Purchase

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

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute the Purchase Order, substantially in the form attached hereto as Exhibit A.

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six – Waiver of Bidding Process

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

Section Seven - Acts of Village Officials

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

Section Eight – Effective Date

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

Section Nine - Publication

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

Section Ten – Conflict Clause

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

Section Eleven – Saving Clause

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

Section Twelve – Recording

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

PASSED THIS 28th day of January 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 28th day of January 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A



PARTNERS IN GROWTH

A division of Davis Equipment Companies
Trust is our legacy since 1964.....

ORDER

TO: Oak Brook Golf Club
ADDRESS: 2606 York Rd
Oak Brook, IL 60523

DATE: 1/21/2025
CONTACT: Sean Creed
MOBILE:
EMAIL: screed@oakbrook.org

Authorized Signer & Title

Prices quoted are those in effect at the time of quotation. Pricing subject to change

SALESPERSON	F.O.B	DELIVERY	PAYMENT TERMS
Tom Brown		YES	

QTY.	ITEM	DESCRIPTION	PRICE	EXTENDED
1	068019-693404E	Jacobsen LF550, 2WD, Kubota 44.9HP	\$108,387.00	\$108,387.00
3	062839	Reel TrueSet 7 Blade (LH)	Included	\$0.00
2	062840	Reel TrueSet 7 Blade (RH)	Included	\$0.00
5	123268	22", Deep Grooved, Assembly/Disc, Steel Roller, 3" diameter,	Included	\$0.00
5	062820	Powered Rear Roller Brush 5"x22" Cutting Unit	Included	\$0.00
1	4238642	LED Light Kit	Included	\$0.00
		<i>*Unit comes standard with suspension seat and arm rest</i>		
		Omnia Partners Cooperative Contract 20470 discount 25% off	-\$27,096.75	-\$27,096.75
				\$81,290.25
		SPECIAL PRICING		
1	068019-693404E	Jacobsen LF550, 2WD, Stg V (Kubota 44.9HP)	\$73,750.00	\$73,750.00
3	062839	Reel TrueSet 7 Blade (LH)	Included	\$0.00
2	062840	Reel TrueSet 7 Blade (RH)	Included	\$0.00
5	123268	22", Deep Grooved, Assembly/Disc, Steel Roller, 3" diameter,	Included	\$0.00
		Greasable		
5	062820	Powered Rear Roller Brush 5"x22" Cutting Unit	Included	\$0.00
1	4238642	LED Light Kit	Included	\$0.00
		<i>*Unit comes standard with suspension seat and arm rest</i>		\$73,750.00
	Notes:	Pricing guaranteed with signed order Pricing includes delivery and setup Sales tax not included		

SPECIAL NOTES:

SUBTOTAL	
TAX RATE	0.00%
SALES TAX	\$0.00
TOTAL	\$0.00

BY: Josh Shull - 515-577-5642
jshull@turfwerks.com

To accept this quotation, sign here and return: _____ Date: _____





OAK BROOK
Illinois

ITEM 8.A.4.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
January 28, 2025

SUBJECT: Award of Contract - 2025 Taste of Oak Brook Event Management Services

FROM: Joseph Mitchell, Assistant Village Manager
Art Segura, Sports Core Director
Rania Serences, Purchasing and Budgeting Coordinator
Greg Summers, Village Manager

BUDGET SOURCE/BUDGET IMPACT: \$23,000 is budgeted for event management fees in Independence Day (171-79400) in the FY 2025 Budget.

RECOMMENDED MOTION: I move that the Village Board Approve Resolution R-2269, approving the Second Amendment to the Professional Services Agreement for the Taste of Oak Brook Event Management Services in the amount of \$22,725.00 for the Taste of Oak Brook (2025) Event Management Services.

Background/History:

The Village of Oak Brook has collaborated with Duff Entertainment for the past three years to run the Taste of Oak Brook event. Duff and his team have proven to be invaluable partners. Given the longstanding success of the Taste of Oak Brook and the competitive fees offered by Duff Entertainment, staff recommends continuing our partnership with them for the 2025 event.

The agreement for the Taste of Oak Brook Event Management Services remains essentially unchanged from last year, with a price increase of \$775 due to inflationary administrative costs. Duff Entertainment will be responsible for general operations, event management services, set-up and tear-down labor, vendor and restaurant coordination, securing sponsorships, booking entertainment, and organizing and negotiating agreements with sponsors.

The Village will pay Duff Entertainment \$22,725 for their management services, reimbursement for pass-through expenses as outlined in the contract, and a 20% commission for any new sponsorship donations directly obtained through Duff Entertainment. In-kind donations exclusively generated by Duff Entertainment will be compensated at a flat rate of \$500. No commission will be required for any donation solicited or obtained by the Village or from prior

repeat sponsors.

Recommendation:

Staff recommends that the Village Board Approve Resolution R-2269, Awarding a Professional Service Agreement to Duff Entertainment, Inc., Naperville, Illinois, in the Amount of \$22,725.00 for the Taste of Oak Brook Event Management Services.

Attachments:

1. R-2269
2. Taste of Oak Brook 2025 _ Proposal-Agreement 9

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2025-TASTE-AG-AMND-R-2269

A RESOLUTION
APPROVING THE SECOND AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT FOR THE TASTE
OF OAK BROOK EVENT MANAGEMENT SERVICES DATED
APRIL 27, 2023

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 28th day of January 2025

RESOLUTION NO. 2025-TASTE-AG-AMND-R-2269

A RESOLUTION
APPROVING THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT FOR THE TASTE OF OAK BROOK EVENT MANAGEMENT SERVICES DATED
APRIL 27, 2023

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, for the past three years, the Village of Oak Brook has contracted with Duff Entertainment (the "Company") for management services related to the annual Taste of Oak Brook event through the Taste of Oak Brook Event Management Services Agreement (the "Agreement");

WHEREAS, due to the evident success of the previous Taste of Oak Brook events and the competitive fees offered by Duff Entertainment, staff recommends amending the existing Agreement for the extension thereof through the 2025, to include the sole change of a price increase of \$775 to cover increasing administrative costs, in accordance with the Second Amendment To The Professional Services Agreement For The Taste Of Oak Brook Event Management Services Dated April 27, 2023 (the "Second Amendment"), attached hereto and incorporated herein as Exhibit A;

WHEREAS, Staff is now requesting that the Corporate Authorities approve the Second Amendment to the Agreement with Duff Entertainment, Inc., to provide event management services for the 2025 Taste of Oak Brook event, in the total amount of \$22,725.00; and

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to enter into the attached Amendment 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 Second Amendment, substantially in the form attached hereto and made a part hereof as Exhibit A.

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Second Amendment, 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 the same.

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

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 28th day of January 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 28th day of January 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Second Amendment]



REVIEW OF CONTRACTS

Awarding Agency:

VOB

Type of Contract:

Prof Svcs.

Department:

Administration

Program/Account Number:

171-79400

Awarded Contract Price:

\$22,725.00

Budgeted Amount:

\$23,000.00

CONTRACT AMOUNT

☐ Under \$20,000

☐ \$500,001 - \$1,000,000

☒ \$20,000 - \$500,000

☐ Over \$1,000,000

NOTES

Second Amendment to the Professional Services Agreement for the Taste of Oak Brook Event Management Services

DEPARTMENT DIRECTOR SIGNATURE

Name:

[Signature]

Date:

1/21/2025

INITIAL REVIEWING ATTORNEY SIGNATURE

Name:

[Signature]

Date:

1/20/25

APPROVED BY VILLAGE MANAGER

Name:

Date:

FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name:

[Signature]

Date:

1/20/25

☐ 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 _____

**SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR
THE TASTE OF OAK BROOK EVENT MANAGEMENT SERVICES**

THIS AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR THE TASTE OF OAK BROOK EVENT MANAGEMENT SERVICES ("Amendment") executed by the parties on April 27, 2023, is made as of _____, 2025 by and between **DUFF ENTERTAINMENT, INC. ("Duff")**, and the **VILLAGE OF OAK BROOK, ILLINOIS ("Village")**.

R E C I T A L S

WHEREAS, Duff and the Village entered into a Professional Service Agreement for the Taste of Oak Brook Event Management Services ("**Agreement**"), pursuant to which Duff agreed to provide the Village Event Management Services, as more fully described in the Agreement.

WHEREAS, Section D, of the Agreement, titled "Option to Renew" states that the Village shall have options to renew for the 2024, 2025, 2026, and 2027 Taste of Oak Brook Event Management Services by delivering written notice by February 28 of the year to the Contractor.

WHEREAS, the parties agree that the Village has the right to terminate the Agreement at any time upon fifteen (15) days written notice to Duff.

WHEREAS, the parties extended the term of the Agreement for the 2024 Taste of Oak Brook Event Management Services, pursuant to the First Amendment dated February 27, 2024.

WHEREAS, the parties desire to extend the term of the Agreement for the 2025 Taste of Oak Brook Event Management Services, pursuant to this amendment.

NOW THEREFORE, for and in consideration of the recitals set forth above and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- A. Pricing.** Duff's Event Management Services cost for the 2025 Taste of Oak Brook is **\$22,725.00**. This amount does not include event labor costs, or event pass-through expenses, or the 20% commission for new sponsorship donations obtained through Duff, as outlined in the attached proposal-agreement and sponsorship addendum, dated January 15, 2025.
- B. Effect of Amendment.** The Parties acknowledge and agree that this Amendment and attached proposal-agreement and sponsorship addendum, dated January 15, 2025, modify and amend the Agreement, and the terms and provisions hereof shall supersede and control over any contrary or conflicting terms and provisions set forth in the Agreement. The Agreement, as amended by this Amendment, is hereby ratified, and remains in full force and effect.

IN WITNESS WHEREOF, Duff and the Village have respectively executed this Amendment to be effective as of the date first above written.

ATTEST:

DUFF ENTERTAINMENT, INC.

By: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

VILLAGE OF OAK BROOK

By: _____
Village Clerk

By: _____
Village Manager

Date: _____

ATTACHMENT

**(PROPOSAL-AGREEMENT SBMITTED BY DUFF ENTERTAINMENT DATED
JANUARY 15, 2025)**



DuffEntertainment.com | info@duffentertainment.com

January 15, 2025

Greg Summers, ICMA-CM, AICP
Village Manager - Village of Oak Brook
1200 Oak Brook Rd.
Oak Brook, IL. 60523

PROPOSAL-AGREEMENT
Taste of Oak Brook
July 3, 2025

Duff Entertainment, Inc. ("DE") proposes to perform the following services for Taste of Oak Brook to be held on Thursday, July 3, 2025 at the Oak Brook Polo Grounds.

DE Scope of Services:

Upon award of contract, DE will assemble an Event Management team who will work with The Village of Oak Brook ("Oak Brook"). The Event Management team will execute the following:

Operations

- Conduct site surveys as necessary and produce maps or plans for distribution.
- Attend all relevant meetings with Oak Brook staff, community representatives, and safety (Police and Fire) personnel.
- In conjunction with Oak Brook staff, create a comprehensive budget for the event.
- In conjunction with Oak Brook staff, create a parking plan and implement day of event parking operations.
- Source potential live entertainment, and pending Oak Brook approval, book and coordinate live entertainment for the event that appeals to a diverse audience with a special emphasis on entertainment geared toward young families.
- Determine quantities and specifications for equipment and materials used for the event and solicit proposals from qualified vendors and/or subcontractors for services or equipment used at the event. Submit qualified bids to Oak Brook for budget approval.
- Prepare a comprehensive vendor information and requirement package for distribution to potential food & beverage vendors at the event.
- Coordinate a food & beverage service plan in conjunction with Oak Brook Staff and a committee of experienced vendors.
- Draft schedules for pre-production, load-in, and event day.
- Supervise and coordinate installation and dismantling of the event site including tents, stages, barricades, electrical distribution, etc.
- Provide a core labor crew during set-up, execution, and dismantling phases of event at pre-specified times, pay rates, and levels as agreed to in the production schedule and event budget.
- Create a communications plan and supervise the distribution of communications equipment.

- Ensure that any subcontractor or third party vendor has obtained any necessary licenses or permits and provide evidence of such to Oak Brook.

Sponsorship

See included below Exhibit A, Sponsorship Addendum.

Proposed Management Team & Labor Fees

Management Fee • Administrative Staff • Event Managers	\$16,275.00
Cash Management	\$450.00
Restaurant Coordinator	\$4,500.00
Admin Accounting	\$1,500.00
*Estimated Event Labor	\$15,500.00

Estimated Event Expenses

See Taste of Oak Brook 2025 Estimated Event Budget at the bottom of this document. Any changes to the budget must be approved by both the Village of Oak Brook and DE.

Financial Procedures, Cash Flow, and Payment Terms:

1. DE shall use its history and credit with equipment and service providers to negotiate the lowest possible pricing and to arrange for payment after or at the Event wherever possible.
2. Deposit Schedule: \$10,000.00 due March 1, 2025. Remaining balance paid in full following the event.
3. All Deposit and Remaining Balance invoices from Service Vendors to be paid by Village of Oak Brook. DE will organize all invoices into a shared folder and will assist in ensuring timely payment schedules.
4. Within 14 days following the event, DE will distribute a final reconciled statement with back-up documentation for payment by the Village Oak Brook. The Village of Oak Brook will pay this final statement 10 days after submission.
5. All sponsorship and booth sale revenues made by DE less DE commission are paid to the Village of Oak Brook after the event at reconciliation.

Qualifications and Exclusions:

- All agreements contingent upon accidents, strikes, acts of God or delay beyond our control. DE is not liable for consequential damages.
- This proposal is contingent upon completion of a qualified survey of the event site, and the selection of event dates that are mutually agreeable to all parties.
- DE reserves the right to complete this project with the use of subcontractors and rental equipment prior to installation as required.

If the above terms and conditions are acceptable, please sign below and return a copy. We look forward to working with you on this project.

Sincerely,

Duff Rice
President, Duff Entertainment. Inc.

For Duff Entertainment

Date

For Village of Oak Brook

Date

EXHIBIT A SPONSORSHIP ADDENDUM

This is to confirm that you have appointed **Duff Entertainment, Inc.** ("Agency" or "us") as your exclusive representative for the purposes of securing and negotiating agreements with corporate sponsors for the **Taste of Oak Brook 2025** (the "Event") to be organized and promoted by the **Village of Oak Brook** ("VOB" or "you"). The Event will take place on Thursday, July 3, 2025.

1. Term and Termination.

(a) Term for all Services: The term of this Agreement (the "Term") shall begin on the Effective Date and end on July 3, 2025. Any extension of the performance of Agency's Services hereunder shall be by a written amendment to this Agreement, which shall be signed by both parties.

(1) Additional Term of Service (Agency Only). It is understood and agreed that the terms of any offer received by the Agency shall be transmitted to you and you reserve the sole and exclusive right to accept or reject such offer(s), which you will do within a reasonable time after receipt thereof.

(b) Termination. This Agreement may be terminated for any reason by either party with thirty (30) days' notice to the other party. This Agreement may be terminated immediately by either party upon notice if the other party: (i) becomes insolvent; (ii) files a petition in bankruptcy; (iii) makes an assignment for the benefit of its creditors; or (iv) breaches any of its obligations, representations or warranties under this Agreement in any material respect, which breach is not remedied within thirty (30) days following written notice to such party. If this Agreement is terminated by either party, VOB shall only be liable for payment of consulting fees earned as a result of services performed prior to the date of termination. Consultant acknowledges that since this Agreement is temporary in nature, Consultant is not entitled to any additional advance notice of termination as may be required, in the absence of this provision, by any Federal or State law.

2. Sponsorship Services.

(a) Agency shall use its best efforts to represent the Event to potential corporate sponsors ("Sponsorship") and shall prepare marketing materials at its expense for use in presenting the Event to sponsors. You shall have the right to approve all such materials in writing before their use. You shall have the right in your discretion to participate in any presentations of the Event to potential sponsors upon consultation with us. We shall keep you informed in writing of all sponsor contacts and presentations made on behalf of the Event.

(b) Agency will create and distribute a sponsorship pitch document that specifies levels of participation and associated costs.

(c) Agency will develop media relationships and strategic partnerships with the goal of acquiring media trade to promote the Event.

(d) Coordinate the implementation of sponsor operational needs and entitlements at the Event.

3. Commissions and Fees.

(a) **Sponsorship Sales** As to any sponsorship agreement entered by us during the Term (excluding those set forth in Section 4), as a result of a direct solicitation by Agency you shall pay to Agency a commission equal to twenty percent (20%) of the gross compensation for all cash sponsorships. Agency shall be solely responsible for its expenses in connection with its representation of you hereunder.

(b) Cooperative Sponsorship Sales As to any sponsorship agreement entered by you (excluding those set forth in Paragraph 4), as a result of a direct solicitation by you and with the Agency's direct involvement with the negotiations thereafter, you shall pay to Agency a commission equal to ten percent (10%) of the gross compensation paid and/or payable to you or on your behalf arising from or otherwise related to each such sponsorship agreement for the entire term of such sponsorship agreement and any amendments, modifications or substitutions thereof.

(c) Activation Fee As to any sponsorship agreement entered by you with new or preexisting sponsors and with no Agency participation other than to execute the entitlements and privileges stipulated in their agreement, you shall pay to Agency a fee equal to 5 percent (5%) of the gross compensation paid and/or payable to you or on your behalf.

(d) In-Kind If any sponsorship fee is paid not in cash but in goods or other services with a cash value of \$2,000+, then the Agency shall be entitled to a flat-rate fee of \$500 per in-kind sponsor.

(e) As to any sponsorship agreement accepted by you, Agency shall issue appropriate invoices to such sponsor, collect all funds advanced, loaned, paid or otherwise payable to you or on your behalf, deduct Agency's commission and remit the balance to you within fourteen (14) days of Agency's receipt of same. With each such payment Agency shall render a statement in sufficient detail to show all funds received, the computation of commissions due Agency and the balance due you.

(f) If you reject any such sponsorship offer solicited or negotiated by Agency and subsequently agree to such sponsorship offer within one hundred twenty (120) days of the initial rejection thereof upon the same or similar terms and conditions as those originally proposed by Agency (and/or such sponsor, as the case may be) then the same shall be deemed incorporated hereunder and Agency shall be entitled to its commission with respect to such sponsorship.

4. Sponsorship Packages and Activation Costs

(a) Sponsorship Packages. At a minimum, sponsorship packages offered for sale by the Agency shall be priced to include 100 square feet of display space, (1) 10 x 10 tent, (2) 8'ft. tables, (4) chairs and 20amps of electrical power. Each sponsor package will be inclusive of costs for these entitlements whether or not a sponsor chooses to utilize any or all of the entitlements offered. Costs for these entitlements shall be borne by the Event and shall not be deducted from the sponsorship fee when calculating commissions. All sponsorship packages shall be mutually agreed upon between VOB and Agency.

(b) Activation Costs. In the event a sponsor elects' activation upgrades above and beyond the entitlements listed in 4 (a), and/or the sponsor requests additional upgrades, services, equipment, etc., the costs for those items will be charged separately and managed by Agency.

5. Miscellaneous.

(a) Confidentiality. The parties hereto agree to maintain in confidence the terms and conditions of this Agreement except to the extent that a proposed disclosure of any specific terms or conditions hereof by either party is authorized in advance by the other party.

(b) Invalidity. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, all of said provisions being inserted conditionally on their being considered

legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

(c) Binding Agreement. This Agreement shall be binding upon the parties, their successors and assigns.

(d) Third Party Beneficiaries. This Agreement inures to the benefit of signing parties listed herein, and no third party shall enjoy the benefits of this Agreement or shall have any rights under it except as is expressly provided in this Agreement.

(e) Counterparts and Signatures. Each of the representatives signing this Agreement on behalf of the respective parties hereto represents and warrants that he or she has been duly authorized to execute and deliver this Agreement and that upon execution and delivery hereof, this Agreement shall be binding and enforceable in accordance with its terms against such party for whom such representative has signed.

If this accurately sets forth our Agreement, please sign below and return a copy to us.

Duff Rice, President
Duff Entertainment, Inc.

Signature: _____

Agency Agreed and Accepted

This _____ day of _____, 2025

Village of Oak Brook:

Signature: _____

Name: _____

Title: _____

Date: _____

TASTE OF OAK BROOK 2025 BUDGET

Category	Company	2024 Actual	2025 Estimated	DE Actual	OB Actual	Totals	Notes
INCOME							
Parking							
Private Group Space Ticket Web		\$77,906.72					
Cabana Sales		\$5,250.00					
Restaurant Booth & Equipment Rentals Fee		\$18,820.00					Included in Line 13 Oak Brook Sponsorship
Restaurant Net Food Sales		\$111,713.50					
Gift Card Sales		\$2,013.00					
Beer, Soda and Wine sales		\$63,112.68					Cash received by OB
DE Sponsorship		\$13,500.00					
Oak Brook Sponsorship		\$157,500.00					Includes Cabana Sales
Total Income		\$449,815.90	\$0.00	\$0.00	\$0.00	\$0.00	
EXPENSES							
Management & Labor							
DE Management Fee		\$ 15,500.00	\$ 16,275.00				
Restaurant Recruitment/Coordination	Duff Entertainment	\$ 4,500.00	\$ 4,500.00				
Administrative/Accountant Fee	Duff Entertainment	\$ 1,500.00	\$ 1,500.00				
Set-up/teardown/run of show labor	MRN Enterprises	\$ 15,254.98	\$ 15,500.00				
DE Sponsor Commissions	Duff Entertainment	\$ 2,700.00	\$ 2,700.00	\$ -	-		20% commission
Sponsor Coordinator Activation Fee	Duff Entertainment		\$ -	\$ -	-		5% activation fee
Security	Inner Valor	\$ 13,230.70	\$ 14,500.00				
Marketing	DE - Bobby	\$ 5,500.00	\$ 5,500.00				
PR	DE - Kelli Packer	\$ 5,500.00	\$ 5,500.00				
POS Management	Duff Entertainment	\$ 1,550.00	\$ 1,550.00				
Cash Management	Duff Entertainment	\$ 450.00	\$ 450.00				Taking cash for parking
Customer Service ten(s) staff			\$ 1,800.00				
Maintenance/Clean-up	United Maintenance	\$ 7,711.50	\$ 7,850.00				
Total		\$ 73,397.18	\$ 77,625.00	\$ -	\$ -	\$ -	
Parking							
Parking Service and Staffing	VIP Valet Services	\$ 26,783.00	\$ 27,000.00				
Parking Ticket Sellers Payroll		\$ 4,763.00	\$ 4,800.00				
Parking Tickets	Stevens Group	\$ 1,089.30	\$ 1,500.00				Mirror hangers
Total		\$ 32,635.30	\$ 33,300.00	\$ -	\$ -	\$ -	
Beverage Expenses							
Beer	Euclid Beverage	\$ 8,172.80					
Local Craft Beer	Schanberger Brothers	\$ 10,806.50					
Wine (Sangria)	Cream Wine & Spirits	\$ 1,100.00					
Wine (Rose for Cabanas)	Off Premise	\$ 215.18					
Whistle Pig Old Fashion Kegs	DE	\$ 162.00					
Soda/Water	Schultz Supply	\$ 2,177.80					
Beverage Manager & Staff		\$ 4,875.00	\$ 5,000.00				
Ice and delivery	Home City Ice	\$ 3,066.00					N/A
Cabana Manager & service staff							
Cups		\$ 350.00	\$ 350.00				
21 & over bracelets		\$ 158.04	\$ 350.00				
Bev supplies		\$ 500.00	\$ 500.00				Bev garnishes, service tools, Co2 tanks, etc.
Liquor License		\$ 50.00	\$ 50.00				
Insurance-Dramshop							

TASTE OF OAK BROOK 2025 BUDGET

Category	Company	2024 Actual	2025 Estimated	DE Actual	OB Actual	Totals	Notes
Total		\$ 37,900.00	\$ 38,175.00	\$ -	\$ -	\$ -	
Other							
Contracted services							
Fireworks							
Highway Signage		\$ 32,500.00	\$ 32,500.00	-			OB Direct Expense
Photography							OB Direct Expense
Athlete of the year award							OB Direct Expense
Event Insurance		\$ 2,500.00	\$ 2,500.00		-		OB Direct Expense
Rain/Cancellation Insurance		\$ 6,251.00	\$ 6,800.00		-		DE
Event Talent Workers' Comp Insurance			\$ 994.13		-		Event cancellation premium + tax & fee
Contractors Workers' Comp Insurance					-		N/A OB paid talent
Oak Brook Employee Overtime			\$ 1,303.50		-		5.5% of independent contractors (stage manager)
Missing Equipment							
Signage Design Fee		\$ 750.00	\$ 750.00				
Credit card processing fees	Visual Division Jordan	\$ 1,153.82	\$ 1,200.00		-		Gift card design; Flier design; 50 signs; design set up, revisions and exports
Total		\$ 43,154.82	\$ 46,047.63	\$ -	\$ -	\$ -	
Total Expenses							
Total Income		\$ 449,815.90	\$ -	\$ -	\$ -	\$ -	
Total Costs		\$ 468,177.82	\$ 354,017.63	\$ -	\$ -	\$ -	
		\$ (18,361.92)	\$ (354,017.63)				



OAK BROOK
Illinois

ITEM 8.A.5.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
January 28, 2025

SUBJECT: Public Works Code Amendment for Oak Brook Tree City USA application

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board approve Ordinance G-1269 amending Title 8 of the Village Code in accordance with the accompanying Draft, dated January 20, 2025.

Background/History:

In 2024 the Village of Oak Brook was awarded the Tree City USA designation. For the 2025 application the Illinois Department of Natural Resources has advised staff to reference the national tree standards for maintenance within the Village Code. The attached Ordinance revises the Village Code to denote the commitment to the Village parkway trees and Best Management Practices.

Recommendation:

Staff recommends that the Village Board approve Ordinance G-1269 amending Title 8 of the Village Code in accordance with the accompanying Draft, dated January 20, 2025.

Attachments:

1. Ord_G-1269_AmendTitle8-TreeBMPs

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
NUMBER 2025-PW-DEVSVCS-AMND-G-1269

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 28th day of January 2025

ORDINANCE NO. 2025-PW-DEVSVCs-AMND-G-1269

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 28th day of January 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 28th day of January 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Amendments to Title 8]

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)

Planting and Maintenance Standards

All planting and maintenance of public trees shall conform to the American National Standards Institute (ANSI) A-300 "Standards for Tree Care Operations" and shall follow all tree care Best Management Practices (BMPs) published by the International Society of Arboriculture.