



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, February 25, 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 of February 11, 2025

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: February 20, 2025 - \$1,106,634.71

1. LEGAL SERVICES:

- a) Lamp Law LLC - Prosecution Attorney Fees - January 2025 - \$3,333.33
- b) Marquardt & Belmonte PC - Administrative Hearings - January 2025 - \$230.00

TOTAL LEGAL BUDGET FOR 2025 IS \$325,287.96

TOTAL LEGAL BILLS PAID FOR 2025 - YTD - \$3,563.33

2. DuPage Water Commission - Water Consumption - January 2025 - \$376,471.44
3. Winkler Tree & Lawn Care - 2024 Winter Parkway Tree Pruning - \$46,300.80
4. Vassili Demidiak - 26 Yorkshire Woods - Bond Refund - \$25,485.00
5. Robert Mittenthal - 800 Merry Lane - Bond Refund - \$25,669.00
6. DuPage County - DUJIS PRMS Ops & System Costs - 12/01/2023-11/30/2024 - \$58,797.36

7. Enterprise FM Trust - Vehicle Leases - January 2025 - \$43,646.74
8. Enterprise FM Trust - Vehicle Leases - February 2025 - 43,968.25
9. BLA, Inc. - Woodside & Forest Glen Watermain Improvements Project - January 2025 - \$84,086.66
- B. Approval of Payroll Paydate: February 20, 2025 - \$946,912.00
- C. Authorization to Seek Bids or Proposals or Negotiate Contracts:
 1. Request for Proposals - Heritage Center Roof Replacement
- D. Village of Oak Brook – January 2025 Monthly Financial Reports
7. ITEMS REMOVED FROM CONSENT AGENDA
8. BOARDS AND COMMISSION RECOMMENDATIONS
 - A. Smile Partners USA – 2109 Clearwater Drive – Special Use
 - B. The Midwest Club HOA – 2222 35th Street – Final Plat of Subdivision
 - C. VOB 2025 Official Zoning Map
9. ACTIVE BUSINESS
 - A. Ordinances & Resolutions
 1. Resolution R-2273, A Resolution Authorizing and Approving the Second Amendment to the 2023 Civil Engineering Agreement with Civiltech Engineering, of Itasca, Illinois.
 2. Resolution R-2281, A Resolution Awarding a Professional Engineering Services Agreement to Engineering Resource Associates, of Warrenville, Illinois, for the Ginger Creek Watermain and Storm Sewer Improvement Project.
 3. Resolution R-2283, A Resolution Authorizing and Approving a Purchase Order for the Purchase and Installation of a New 2001-130 Federal Signal Outdoor Warning Siren
 4. Resolution R-2284, A Resolution Approving and Authorizing the Execution of an Agreement By and Between the Village of Oak Brook and BCI Entertainment, LLC D/B/A Northern Lights Drone Shows
 5. Ordinance G-1270, An Ordinance Amending the Village of Oak Brook Code of Ordinances, as Amended, Title 4, Section 8A to Increase the Number of Authorized Class A-1 Liquor Licenses By One to Forty-Four for Fat Rosie's
 6. Ordinance G-1271, An Ordinance Amending Title 12 (Recreational Facilities) of the Village of Oak Brook Code of Ordinances as it Pertains to the Fee Schedules for the Oak Brook Golf Club and Oak Brook Bath and Tennis Club
10. BOARD UPDATES

11. ADJOURN TO CLOSED SESSION
TO DISCUSS (1) MINUTES OF MEETINGS LAWFULLY CLOSED UNDER THE OPEN MEETINGS ACT; (2) TO DISCUSS THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY; (3) TO CONSIDER THE EMPLOYMENT/DISCIPLINE OF A SPECIFIC EMPLOYEE OF THE VILLAGE PURSUANT TO 2(C)21, 2(C)5, 2(C)1 OF THE ILLINOIS OPEN MEETINGS ACT RESPECTIVELY
12. RECONVENE OPEN MEETING
13. UNFINISHED BUSINESS
 - A. Ordinances & Resolutions
 1. Ordinance S-1722, An Ordinance Authorizing the Acquisition Of and Approving a Purchase Agreement for Certain Real Property Located Near the Southeast Corner of York Road, Roosevelt Road & I-88, in Unincorporated DuPage County, Illinois
14. 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: 02/20/25

Total Gross Payroll	\$	649,422.95
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Employee Deductions:

Illinois Municipal Retirement Fund	\$	15,493.10
Police Pension Fund	\$	18,875.95
Fire Pension Fund	\$	13,398.38
Federal Tax Withholding	\$	73,974.22
State Tax Withholding	\$	27,490.03
Social Security and Medicare	\$	24,729.43
ICMA/NACO/457	\$	27,552.53
Court Orders	\$	530.00
Insurance Contributions	\$	23,416.04
Aflac Contributions	\$	1,142.57
Mo Vol Life	\$	430.48
Police Union Dues	\$	-
Fire Union Dues	\$	1,354.20
Public Works Union Dues	\$	1,190.48
125-Medical/Dependent Care	\$	3,067.25

Total Employee Deductions		232,644.66
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Net Payroll	\$	416,778.29
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Village Expenses:

Police Pension	\$	78,951.42
Fire Pension	\$	78,576.66
IMRF Pension	\$	22,829.59
Insurance Contributions	\$	92,401.95
Social Security and Medicare	\$	24,729.43

Total Village Expenses		297,489.05
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Total Payroll (Gross Payroll plus Village Expenses)	\$	946,912.00
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Payroll Date: 02/20/25

Employee Deductions		Pension	Salary by Pension	Percent of
		Deduction	Plan	Pensionable Salary**
	Police	\$ 18,875.95	\$ 190,473.83	9.910%
	Fire	13,398.38	141,707.24	9.455%
	IMRF	10,712.52	238,056.18	4.500%
	Non-Pensionable	-		0.000%
			<u>\$ 570,237.25</u>	

Village Payment into Pensions		Village	Percent of Payroll*	Percent "Match" of what Employee Contributes
		Contribution		
	Police	\$ 78,951.42	41.45%	418.3%
	Fire	78,576.66	55.45%	586.5%
	IMRF	22,829.59	8.67%	192.7%
		<u>\$ 180,357.67</u>		

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



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
February 25, 2025

SUBJECT: Heritage Center Roof Replacement

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: Funding is included in the FY2025 Budget

RECOMMENDED MOTION: I move to authorize staff to seek proposals for the replacement of the Heritage Center roof.

Background/History:

Included in the FY2025 Budget, are funds to replace the entire roof at the Heritage Center. To better evaluate repair and replacement needs, in 2018, staff had roof inspections performed at several Village facilities by professionals in the roofing and restoration industry, and this roof was identified as requiring replacement. The Heritage Center has experienced multiple roof leaks and interim repairs, but now requires a full replacement to remain water tight.

The Heritage Center roof is comprised of asphalt shingled sections with metal flashing. The total square footage of the roof is approximately 8,500 feet. At the time of the inspection, the perimeter, field, and penetrations rated fair, however standing water and drainage rated poorly. Recently, we have experienced periodic leakage inside the facility that requires mitigation, even after multiple repairs to the failing roofing system.

The Village is committed to maintaining the exterior of the facility under our lease to the Oak Brook Historical Society (OBHS) and continues to invest in retaining the historical value of the Heritage Center. It is the staff's recommendation to move forward with a full replacement of the roof and appurtenances to protect those investments. Doing so would preserve the historic structure, eliminate inconveniences to OBHS and its members, and exhibit the Village's dedication to high quality facilities.

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

Recommendation:

Staff recommends that the Village Board authorize staff to seek proposals for the replacement of the Heritage Center roof.

Attachments:

None



VILLAGE OF OAK BROOK

MONTHLY FINANCIAL REPORTS

JANUARY 2025



Executive Summary on Village Funds

Through January 31, 2025

	YTD		YTD		YTD	Estimated
	Revenues		Expenditures		Net Fund Increase (Decrease)	YTD Ending Fund Balance (Deficit)
<u>Governmental Funds</u>						
General Fund (Major Fund) <i>Main operating fund of the Village.</i>	\$	2,443,371	\$	2,967,188	\$ (523,817)	\$ 42,853,660
Hotel Fund (Major Fund) <i>Collects and spends resources from the 3% hotel/motel tax.</i>	\$	99,301	\$	27,515	\$ 71,786	\$ 5,418,400
Motor Fuel Tax Fund <i>Collects and spends resources from the State motor fuel tax.</i>	\$	38,609	\$	-	\$ 38,609	\$ 2,430,826
Infrastructure Fund (Major Fund) <i>Accounts for construction and maintenance of roadways, drainage, and safety path systems.</i>	\$	694,556	\$	466,518	\$ 228,039	\$ 14,652,546
<u>Enterprise Funds</u>						
Water Fund (Major Fund) <i>Collects user fees for the distribution of water and maintenance of infrastructure.</i>	\$	951,125	\$	319,890	\$ 631,234	\$ 22,549,877
Sports Core Fund (Major Fund) <i>Accounts for revenues and expenses relating to administration, programs, food and beverage operations, and golf course.</i>	\$	31,182	\$	198,916	\$ (167,735)	\$ 2,736,154
<u>Internal Service Funds</u>						
Insurance Fund <i>Accounts for the Village's health insurance costs and the related contributions from the Village, employees, retirees, and other agencies.</i>	\$	247,202	\$	516,933	\$ (269,731)	\$ 127,899
Garage Fund <i>Accounts for the maintenance of the Village's vehicle fleet and the related departmental reimbursements.</i>	\$	73,933	\$	141,585	\$ (67,652)	\$ 376,010
Equipment Replacement Fund <i>Accounts for the replacement of the Village's vehicle fleet and the related departmental contributions.</i>	\$	115,717	\$	-	\$ 115,717	\$ 3,733,403

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

Village of Oak Brook
General Fund Financial Update
For the Period Ending January 31, 2025

	1/31/24	1/31/25	1/31/25	1/31/25	2025	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Prior
	Actual	Actual	Amended	Amended	Budget	Year
			Budget	Budget		
<u>OPERATING REVENUES</u>						
Sales Tax	\$ 1,415,205	1,573,889	\$ 1,437,500	109.5%	\$ 17,250,000	\$ 158,683
State Income Tax	130,196	149,171	108,333	137.7%	1,300,000	18,975
Replacement Tax	79,910	57,599	45,833	125.7%	550,000	(22,311)
Road & Bridge Tax	-	-	2,917	0.0%	35,000	-
Local Use Tax	27,911	15,123	26,583	56.9%	319,000	(12,788)
Cannabis Use Tax	1,030	1,149	1,042	110.3%	12,500	119
Grants	-	4,180	14,260	29.3%	171,120	4,180
Utility/Telecom. Tax	288,576	145,250	312,500	46.5%	3,750,000	(143,326)
Licenses and Permits	337,317	88,958	228,963	38.9%	2,747,560	(248,359)
Charges for Services	87,078	115,571	228,171	50.7%	2,738,050	28,493
Investment Interest	162,788	85,203	83,333	102.2%	1,000,000	(77,585)
Miscellaneous Income	30,265	39,692	50,518	78.6%	606,221	9,427
Total Operating Revenues	\$ 2,560,276	\$ 2,275,783	\$ 2,539,954	89.6%	\$ 30,479,451	\$ (284,492)
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 1,258,568	\$ 1,830,543	\$ 1,982,272	92.3%	\$ 23,787,259	\$ 571,975
Materials and Supplies	25,965	40,524	57,454	70.5%	689,454	\$ 14,559
Operation and Contract	104,855	1,087,678	609,377	178.5%	7,312,523	\$ 982,823
Other Expenditures	2,123	2,117	825	256.5%	9,900	\$ (7)
Capital Outlay	865	6,327	51,048	12.4%	612,575	\$ 5,462
Total Operating Expenditures	\$ 1,392,377	\$ 2,967,188	\$ 2,700,976	109.9%	\$ 32,411,711	\$ 1,574,812
<u>SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES</u>						
	\$ 1,167,899	\$ (691,405)	\$ (161,022)	429.4%	\$ (1,932,260)	\$ (1,859,304)
<u>INTERFUND TRANSACTIONS</u>						
Transfers In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Transfers Out				N/A		-
Reimbursements From Other Funds	-	167,588	167,589	100.0%	2,011,062	167,588
Reimbursements To Other Funds	-	-	-	N/A	-	-
Sports Core Loan				N/A	-	-
Total Interfund Transactions	\$ -	\$ 167,588	\$ 167,589	100.0%	\$ 2,011,062	\$ 167,588
NET FUND INCREASE (DECREASE)	\$ 1,167,899	\$ (523,817)	\$ 6,567		\$ 78,802	\$ (1,691,716)

*Includes the collection of Income Tax, Use Tax, Road & Bridge Tax, Personal Property Replacement Tax, and Cannabis Use Tax.

Village of Oak Brook
Hotel Tax Fund Financial Update
For the Period Ending January 31, 2025

	1/31/24 YTD Actual	1/31/25 YTD Actual	1/31/25 YTD Amended Budget	1/31/25 % of YTD Amended Budget	2025 Adopted Budget	Difference Prior Year
<u>OPERATING REVENUES</u>						
Hotel Tax	\$ 158,844	\$ 86,385	\$ 116,667	74.0%	\$ 1,400,000	\$ (72,459)
Investment Interest	15,145	12,916	5,000	258.3%	60,000	(2,229)
Loan Interest	-	-	-	N/A	-	-
Miscellaneous	-	-	42,042		504,500	-
Total Operating Revenues	\$ 173,989	\$ 99,301	\$ 163,708	60.7%	\$ 1,964,500	\$ (74,689)
<u>EXPENDITURES</u>						
Personnel	\$ -	\$ 10,366	\$ 11,739		\$ 140,868	\$ -
Operation and Contract	-	-	81,330	-	975,965	-
Capital Outlay	12	-	49,479	0.0%	593,750	(12)
Total Expenditures	\$ 12	\$ 10,366	\$ 130,810	7.9%	\$ 1,710,583	\$ (12)
SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES	\$ 173,977	\$ 88,935	\$ 21,160	420.3%	\$ 253,917	\$ (74,677)
<u>INTERFUND TRANSACTIONS</u>						
Transfer Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Reimbursements to Other Funds	-	(17,149)	(17,149)	100.0%	(205,791)	(17,149)
Total Interfund Transactions	\$ -	\$ (17,149)	\$ (17,149)	100.0%	\$ (205,791)	\$ (17,149)
NET FUND INCREASE (DECREASE)	\$ 173,977	\$ 71,786	\$ 4,010		\$ 48,126	\$ (91,826)

Note - Expenditures are recorded in program 171.

**Village of Oak Brook
Infrastructure Fund Financial Update
For the Period Ending January 31, 2025**

	1/31/24 YTD Actual	1/31/25 YTD Actual	1/31/25 YTD Amended Budget	1/31/25 % of YTD Amended Budget	2025 Adopted Budget	Difference Prior Year
<u>OPERATING REVENUES</u>						
Non-Home Rule Sales Tax	\$ 611,860	\$ 644,801	\$ 582,917	110.6%	\$ 6,995,000	\$ 32,940
Charges for Services	-	-	-	N/A	-	\$ -
Investment Interest	66,214	49,756	33,333	149.3%	400,000	(16,458)
Grants	-	-	-	N/A	-	-
Miscellaneous	-	-	-	N/A	-	-
Total Operating Revenues	\$ 678,074	\$ 694,556	\$ 616,250	112.7%	\$ 7,395,000	\$ 16,482
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 24,778	\$ 4,797	\$ -	N/A	\$ -	\$ (19,981)
Materials and Supplies	32	-	3,983	0.0%	47,800	(32)
Operation and Contract	13,120	123,187	190,684	64.6%	2,288,213	110,067
Other Expenditures	-	-	-	N/A	-	-
Capital Outlay	512	280,041	375,931	74.5%	4,511,174	279,530
Total Operating Expenditures	\$ 38,442	\$ 408,026	\$ 570,599	71.5%	\$ 6,847,187	\$ 369,584
SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES	\$ 639,632	\$ 286,531	\$ 45,651	627.7%	\$ 547,813	\$ (353,102)
<u>INTERFUND TRANSACTIONS</u>						
Transfers In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Reimbursements From Other Funds	-	-	16,667	0.0%	200,000	-
Reimbursements To Other Funds	-	(58,492)	(58,492)	100.0%	(701,906)	(58,492)
Total Interfund Transactions	\$ -	\$ (58,492)	\$ (41,826)	139.8%	\$ (501,906)	\$ (58,492)
NET FUND INCREASE (DECREASE)	\$ 639,632	\$ 228,039	\$ 3,826		\$ 45,907	\$ (411,594)

**Village of Oak Brook
Water Fund Financial Update
For the Period Ending January 31, 2025**

	1/31/24	1/31/25	1/31/25	1/31/25	2025	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Prior
	Actual	Actual	Amended	Amended	Budget	Year
			Budget	Budget		
<u>OPERATING REVENUES</u>						
Plan Review Fees	\$ 152	\$ 75	\$ 44	171.4%	\$ 525	\$ (77)
Building/Inspection Fees	-	-	125	0.0%	1,500	-
Water Sales	835,975	850,381	942,433	90.2%	11,309,195	14,407
Unmetered Sales	600	600	5,000	12.0%	60,000	-
Water Connection Fees	5,980	6,440	6,167	104.4%	74,000	460
Fire Service Charge	-	-	-	N/A	-	-
Meter Charges	1,241	2,775	1,250	222.0%	15,000	1,534
Special Services	-	-	1,250	0.0%	15,000	-
Investment Interest	115,612	84,601	58,333	145.0%	700,000	(31,010)
Proceeds from Property Sale	-	-	-	N/A	-	-
Miscellaneous	5,801	6,252	6,250	100.0%	75,000	450
Total Operating Revenues	\$ 965,360	\$ 951,125	\$ 1,020,852	93.2%	\$ 12,250,220	\$ (14,236)
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 53,522	\$ 45,327	\$ 54,773	82.8%	\$ 657,277	\$ (8,194)
Materials and Supplies	10,351	4,015	9,973	40.3%	119,671	(6,336)
Operation and Contract	11,604	221,447	575,297	38.5%	6,903,559	209,843
Capital Outlay	-	-	646,183	0.0%	7,754,190	-
Total Expenditures	\$ 75,477	\$ 270,789	\$ 1,286,225	21.1%	\$ 15,434,696	\$ 195,313
Surplus (Deficit) of Revenues Over Expenditures	\$ 889,884	\$ 680,335	\$ (265,373)	-256.4%	\$ (3,184,476)	\$ (209,548)
<u>INTERFUND TRANSACTIONS</u>						
Reimbursements To Other Funds	\$ -	\$ (49,101)	\$ (49,100)	100.0%	\$ (589,202)	\$ (49,101)
Total Interfund Transactions	\$ -	\$ (49,101)	\$ (49,100)	100.0%	\$ (589,202)	\$ (49,101)
Fund Increase/(Decrease) - Budgetary Basis	\$ 889,884	\$ 631,234	\$ (314,473)		\$ (3,773,678)	\$ (258,649)
<u>ADJUSTMENTS TO GAAP BASIS*</u>						
Remove Capital Outlay	\$ -	\$ -				
Depreciation Expense	(47,917)	(47,917)				
IMRF Pension Expense	(3,750)	(3,750)				
OPEB Expense	(2,500)	(2,500)				
Total GAAP Adjustments	\$ (54,167)	\$ (54,167)				
Fund Increase/(Decrease) - GAAP Basis	\$ 835,717	\$ 577,068				

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

Village of Oak Brook
Monthly Operating Statement
Sports Core Fund Consolidated Presentation
For the Period Ending January 31, 2025

	B&T Recreation Operations	Field Operations	Clubhouse Operations	Golf Club	1/31/25 YTD Total	1/31/25 YTD Amended Budget	1/31/25 % of YTD Amended Budget	2025 Adopted Budget	1/31/24 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>										
Memberships	\$ -	\$ -	\$ -	\$ 5,775	\$ 5,775	\$ 79,967	7.2%	\$ 959,607	\$ -	\$ 5,775
Greens Fees	-	-	-	-	-	155,499	0.0%	1,865,990	-	-
Pro Shop Sales	-	-	-	1,201	1,201	15,000	8.0%	180,000	-	1,201
Golf Lessons	-	-	-	-	-	3,750	0.0%	45,000	-	-
Driving Range Fees	-	-	-	11	11	55,115	0.0%	661,382	-	11
Golf Surcharge	-	-	-	-	-	18,750	0.0%	225,000	-	-
Rentals	-	2,500	13,203	2,750	18,453	91,833	20.1%	1,102,000	12,053	6,400
Programs/User Fees	-	-	-	-	-	17,150	0.0%	205,800	-	-
Food Sales	-	-	-	-	-	4,815	0.0%	57,780	-	-
Beverage Sales	-	-	-	884	884	6,573	13.4%	78,880	-	884
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	254	-	-	1,270	1,524	8,167	18.7%	98,000	440	1,084
Total Operating Revenues	\$ 254	\$ 2,500	\$ 13,203	\$ 11,891	\$ 27,848	\$ 456,620	6.1%	\$ 5,479,439	\$ 12,493	\$ 15,354
<u>OPERATING EXPENDITURES</u>										
Personnel	\$ 14,764	\$ -	\$ -	\$ 52,918	\$ 67,682	\$ 137,589	49.2%	\$ 1,651,064	\$ 42,388	\$ 25,294
Materials & Supplies	2,975	-	-	547	3,522	35,503	9.9%	426,030	988	2,535
Operational & Contractual	71,190	244	700	9,398	81,533	100,976	80.7%	1,211,708	36,037	45,495
Other	-	-	-	-	-	-	N/A	-	-	-
Capital	-	-	-	-	-	130,829	0.0%	1,569,954	-	-
Total Operating Expenditures	\$ 88,929	\$ 244	\$ 700	\$ 62,863	\$ 152,736	\$ 404,896	37.7%	\$ 4,858,755	\$ 79,413	\$ 73,323
B&T Administration Overhead Allocation*	\$ 54,670	\$ (4,646)	\$ (10,075)	\$ (39,949)	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Operating Revenues Over (Under) Expenditures	\$ (34,005)	\$ (2,390)	\$ 2,428	\$ (90,921)	\$ (124,889)	\$ 51,724	-241.5%	\$ 620,684	\$ (66,920)	\$ (57,969)
<u>INTERFUND TRANSACTIONS</u>										
Reimbursement From Infrastructure Fund	\$ 3,334	\$ -	\$ -	\$ -	\$ 3,334	\$ -	N/A	\$ -	\$ -	\$ 3,334.00
Reimbursement From Water Fund	-	-	-	-	-	3,333	0.0%	40,000	-	-
Reimbursement To General Fund	(46,180)	-	-	-	(46,180)	(46,176)	100.0%	(554,106)	-	(46,180)
Total Interfund Transactions	\$ (42,846)	\$ -	\$ -	\$ -	\$ (42,846)	\$ (42,842)	100.0%	\$ (514,106)	\$ -	\$ (42,846)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ (76,851)	\$ (2,390)	\$ 2,428	\$ (90,921)	\$ (167,735)	\$ 8,881		\$ 106,578	\$ (66,920)	\$ (100,815)

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

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

Village of Oak Brook
Monthly Operating Statement
Bath & Tennis Club Recreation Operations
For the Period Ending January 31, 2025

	811 B&T Admin	812 Swimming	813 Tennis	822 Poolside Café	1/31/25 YTD Total	1/31/25 YTD Adopted Budget	1/31/25 % of YTD Amended Budget	2025 Adopted Budget	1/31/24 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>										
Memberships	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,898	0.0%	\$ 502,782	\$ -	\$ -
Programs/User Fees	-	-	-	-	-	17,150	0.0%	205,800	-	-
Food Sales	-	-	-	-	-	669	0.0%	8,030	-	-
Beverage Sales	-	-	-	-	-	303	0.0%	3,630	-	-
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	4	-	-	250	254	7,583	3.3%	91,000	300	(46)
Total Operating Revenues	\$ 4	\$ -	\$ -	\$ 250	\$ 254	\$ 67,603	0.4%	\$ 811,242	\$ 300	\$ (46)
<u>OPERATING EXPENDITURES</u>										
Personnel	\$ 14,643	\$ 121	\$ -	\$ -	\$ 14,764	\$ 24,218	61.0%	\$ 290,617	\$ -	\$ 14,764
Materials & Supplies	-	2,975	-	-	2,975	2,346	126.8%	28,155	63	2,912
Operational & Contractual	61,191	10,000	-	-	71,190	53,612	132.8%	643,347	20,776	50,414
Other	-	-	-	-	-	-	N/A	-	-	-
Capital	-	-	-	-	-	59,908	0.0%	718,900	-	-
Total Operating Expenditures	\$ 75,834	\$ 13,095	\$ -	\$ -	\$ 88,929	\$ 140,085	63.5%	\$ 1,681,019	\$ 20,840	\$ 68,089
B&T Administration Overhead Allocation*	\$ 69,334	\$ (11,544)	\$ (2,287)	\$ (833)	\$ 54,670	54,670	100.0%	\$ 656,036	\$ -	\$ 54,670
Operating Revenues Over (Under) Expenditures	\$ (6,496)	\$ (24,639)	\$ (2,287)	\$ (583)	\$ (34,005)	\$ (17,812)	190.9%	\$ (213,742)	\$ (20,539)	\$ (13,466)
<u>INTERFUND TRANSACTIONS</u>										
Reimbursement From Infrastructure Fund	\$ 3,334	\$ -	\$ -	\$ -	\$ 3,334	\$ -	N/A	\$ -	\$ -	\$ 3,334.00
Reimbursement From Water Fund	-	-	-	-	-	3,333	0.0%	40,000	-	-
Reimbursement To General Fund	(46,180)	-	-	-	(46,180)	(46,176)	100.0%	(554,106)	-	(46,180)
Total Interfund Transactions	\$ (42,846)	\$ -	\$ -	\$ -	\$ (42,846)	\$ (42,842)	100.0%	\$ (514,106)	\$ -	\$ (42,846)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ (49,342)	\$ (24,639)	\$ (2,287)	\$ (583)	\$ (76,851)	\$ (60,654)		\$ (727,848)	\$ (20,539)	\$ (56,312)

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

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

Village of Oak Brook
Monthly Operating Statement
Open Fields Operations
For the Period Ending January 31, 2025

	815 Polo	816 Open Fields	1/31/25 YTD Total	1/31/25 YTD Amended Budget	1/31/25 % of YTD Amended Budget	2025 Adopted Budget	1/31/24 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>								
Field Rentals	\$ -	\$ 2,500	\$ 2,500	\$ 16,917	14.8%	\$ 203,000	\$ -	\$ 2,500
Range Rentals	-	-	-	-	N/A	-	-	-
Taste of Oak Brook	-	-	-	-	N/A	-	-	-
Other Revenue	-	-	-	-	N/A	-	-	-
Total Operating Revenues	\$ -	\$ 2,500	\$ 2,500	\$ 16,917	14.8%	\$ 203,000	\$ -	\$ 2,500
<u>OPERATING EXPENDITURES</u>								
Personnel	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Materials & Supplies	-	-	-	791	0.0%	9,490	-	-
Operational & Contractual	-	244	244	6,335	3.9%	76,022	-	244
Capital	-	-	-	-	N/A	-	-	-
Total Operating Expenditures	\$ -	\$ 244	\$ 244	\$ 7,126	3.4%	\$ 85,512	\$ -	\$ 244
B&T Administration Overhead Allocation*	\$ -	\$ (4,646)	\$ (4,646)	(4,646)	100.0%	\$ (55,754)	\$ -	\$ (4,646)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ -	\$ (2,390)	\$ (2,390)	\$ 5,144	-46.5%	\$ 61,733	\$ -	\$ (2,390)

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

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

Village of Oak Brook
Monthly Operating Statement
Bath & Tennis Clubhouse Operations
For the Period Ending January 31, 2025

	821 B&T Clubhouse	1/31/25 YTD Amended Budget	1/31/25 % of YTD Amended Budget	2025 Adopted Budget	1/31/24 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>						
Rentals	\$ 13,203	\$ 19,500	67.7%	\$ 234,000	\$ 12,053	\$ 1,150
Other Revenue	-	-	0.0%	-	-	-
Total Operating Revenues	\$ 13,203	\$ 19,500	67.7%	\$ 234,000	\$ 12,053	\$ 1,150
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Materials & Supplies	-	1,146	0.0%	13,750	740	(740)
Operational & Contractual	700	3,364	20.8%	40,365	1,383	(683)
Capital	-	-	N/A	-	-	-
Total Operating Expenditures	\$ 700	\$ 4,510	15.5%	\$ 54,115	\$ 2,122	\$ (1,422)
B&T Administration Overhead Allocation*	\$ (10,075)	(10,075)	100.0%	\$ (120,895)	\$ -	\$ (10,075)
Operating Revenues Over (Under) Expenditures	\$ 2,428	\$ 4,916	49.4%	\$ 58,990	\$ 9,931	\$ (7,502)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 2,428	\$ 4,916		\$ 58,990	\$ 9,931	\$ (7,502)

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

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

Village of Oak Brook
Monthly Operating Statement
Golf Club Programs
For the Period Ending January 31, 2025

	823 Golf Café	831 Golf General Operation	832 Golf Learning & Practice	833 Golf Cart Operations	834 Golf Course Maintenance	844 Golf Surcharge	1/31/25 YTD Total	1/31/25 YTD Amended Budget	1/31/25 % of YTD Amended Budget	2025 Adopted Budget	1/31/24 YTD Total	Difference Prior Year
OPERATING REVENUES												
Memberships	\$ -	\$ 5,775	\$ -	\$ -	\$ -	\$ -	\$ 5,775	\$ 38,069	15.2%	\$ 456,825	\$ -	\$ 5,775
Greens Fees	-	-	-	-	-	-	-	155,499	0.0%	1,865,990	-	-
Pro Shop Sales	-	1,201	-	-	-	-	1,201	15,000	8.0%	180,000	-	1,201
Golf Lessons	-	-	-	-	-	-	-	3,750	0.0%	45,000	-	-
Driving Range Fees	-	-	11	-	-	-	11	55,115	0.0%	661,382	-	11
Rentals	2,750	-	-	-	-	-	2,750	55,417	5.0%	665,000	-	2,750
Food Sales	-	-	-	-	-	-	-	4,146	0.0%	49,750	-	-
Beverage Sales	884	-	-	-	-	-	884	6,271	14.1%	75,250	-	884
Golf Surcharge	-	-	-	-	-	-	-	18,750	0.0%	225,000	-	-
Other Revenue	-	1,270	-	-	-	-	1,270	583	217.7%	7,000	140	1,130
Total Operating Revenues	\$ 3,634	\$ 8,246	\$ 11	\$ -	\$ -	\$ -	\$ 11,891	\$ 352,600	3.4%	\$ 4,231,197	\$ 140	\$ 11,751
OPERATING EXPENDITURES												
Personnel	\$ -	\$ 18,921	\$ -	\$ -	\$ 33,997	\$ -	\$ 52,918	\$ 113,371	46.7%	\$ 1,360,447	\$ 42,388	\$ 10,530
Materials & Supplies	-	240	-	-	307	-	547	31,220	1.8%	374,635	184	363
Operational & Contractual	-	2,296	-	-	7,102	-	9,398	37,664	25.0%	451,973	13,879	(4,481)
Other	-	-	-	-	-	-	-	-	N/A	-	-	-
Capital	-	-	-	-	-	-	-	70,921	0.0%	851,054	-	-
Total Operating Expenditures	\$ -	\$ 21,458	\$ -	\$ -	\$ 41,405	\$ -	\$ 62,863	\$ 253,176	24.8%	\$ 3,038,108	\$ 56,451	\$ 6,412
Operating Revenues Over (Under) Expenditures	\$ 3,634	\$ (13,212)	\$ 11	\$ -	\$ (41,405)	\$ -	\$ (50,972)	\$ 99,424	-51.3%	\$ 1,193,089	\$ (56,311)	\$ 5,339
B&T Administration Overhead Allocation*	\$ -	\$ (39,949)	\$ -	\$ -	\$ -	\$ -	\$ (39,949)	(39,949)	100.0%	(479,387)	-	(39,949)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 3,634	\$ (53,161)	\$ 11	\$ -	\$ (41,405)	\$ -	\$ (90,921)	\$ 59,475		\$ 713,702	\$ (56,311)	\$ (34,610)

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



ITEM 8.A.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
February 25, 2025

SUBJECT: Smile Partners USA - 2109 Clearwater Drive - Special Use

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to concur with the recommendation from the Planning & Zoning Commission to approve the proposed Special Use for Smile Partners USA at 2109 Clearwater Drive, subject to the following conditions:

- The applicant shall provide information on trash collection, storage, and circulation;
- All sign proposals shall comply with the applicable sign code regulations of the Oak Brook zoning ordinance unless otherwise modified or varied;
- Add the provision "Notwithstanding the attached exhibits, the applicant shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived";
- Recording of the document by Village Staff;

and to direct the Village Attorney to draft an Ordinance for consideration at the March 11, 2025 Village Board meeting.

Background/History:

Redwood MSO, LLC DBA Smile Partners USA submitted an application requesting a Special Use (Section 13-10.E.2) to allow and operate a dental clinic at 2109 Clearwater Drive. The property owner CH Retail Fund II/Chicago Clearwater LLC approved the request. The space is located in the O-4 Office District and was previously operated by a BBQ restaurant and is surrounded by other restaurants and retail office spaces.

The dental clinic, Oak Brook Dental Group, is currently located in Oakbrook Center and must relocate following 33-years at their current location due to their landlord seeking to remodel the current property.

At their meeting on February 5, 2025, the Planning & Zoning Commission reviewed and deliberated on the petition. No members of the public spoke to the commission for or against the request. The Planning &

Zoning Commission discussed the special use and inquired regarding the reason(s) for the request. The questions were answered to the satisfaction of the Planning & Zoning Commission.

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

By a vote of 5 to 0, the Planning & Zoning Commission recommended approval of the special use as presented.

Recommendation:

Staff recommends that the Village Board concur with the recommendation from the Planning & Zoning Commission approving the Special Use for Smile Partners USA at 2109 Clearwater Drive and direct the Village Attorney to draft an Ordinance for consideration at the March 11, 2025 Village Board meeting.

Attachments:

1. Exhibits - 2109 Clearwater Drive



VILLAGE OF OAK BROOK *Illinois*

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

February 14, 2025

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

Subject: 2109 Clearwater Drive – Smile Partners USA – Special Use

Dear Village President and Board of Trustees:

Background

At its meeting on February 5, 2025 the Planning & Zoning Commission held the required public hearing on a petition from Redwood MSO, LLC DBA Smile Partners USA submitted an application requesting a Special Use (Section 13-10.E.2) to allow and operate a dental clinic at 2109 Clearwater Drive. The property owner CH Retail Fund II/Chicago Clearwater LLC has approved the request. The space is located in the O-4 Office District and was previously operated by a barbeque restaurant.

The current dental clinic, Oak Brook Dental Group, located in Oakbrook Center is being forced to relocate. They would like to remain in Oak Brook after being in business for more than 33 years.

Public Comment

All interested parties were notified of the public hearing. No one person spoke in support or in opposition at the hearing.

Planning & Zoning Commission Discussion and Recommendation

The Planning & Zoning Commission discussed the Special Use and found that the use was suitable for the location. The applicant addressed the factors in writing.

By a vote of 5 to 0, the Planning & Zoning Commission recommended approval of the special use subject to the following conditions:

- The applicant shall provide information on trash collection, storage and circulation.
- All sign proposals shall comply with the applicable sign code regulations of the Oak Brook zoning ordinance unless otherwise modified or varied.
- Add the provision "Notwithstanding the attached exhibits, the applicant shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived."
- Recording of the document by Village Staff.

Very truly yours,

A handwritten signature in black ink, appearing to read "Wayne Ziener", with a long horizontal flourish extending to the right.

Wayne Ziener
Vice Chairman
Planning & Zoning Commission



VILLAGE OF

OAK BROOK
Illinois

MINUTES OF THE FEBRUARY 5, 2025
REGULAR MEETING OF THE
PLANNING & ZONING COMMISSION OF THE
VILLAGE OF OAK BROOK
APPROVED AS WRITTEN/AMENDED ON, 2025

1. CALL TO ORDER:

CALL TO ORDER

The Meeting of the Planning & Zoning Commission was called to order by Vice Chairman Wayne Ziemer at 6:35 p.m.

2. ROLL CALL:

ROLL CALL

Rama Raman called the roll with the following persons:

PRESENT: Vice Chairman Wayne Ziemer, Members Richard DiBernardo, Natalie Cappetta, James Pontrelli and Kenneth Wilczak (arrived 6:35PM)

IN ATTENDANCE: Village Attorney Michael Castaldo III, Trustee Edward Tiesenga, Director Rebecca Von Drasek and Village Planner Rama Raman

3. APPROVAL OF MINUTES

MINUTES

SPECIAL PLANNING & ZONING COMMISSION MEETING OF DECEMBER 18, 2024

DECEMBER 18, 2024

Motion by Member Cappetta, seconded by Member Wilczak to approve the minutes of the December 18, 2024 Special Planning & Zoning Commission meeting as written.
VOICE VOTE: Motion Carried.

4. UNFINISHED BUSINESS

UNFINISHED
BUSINESS

There was no unfinished business.

5. NEW BUSINESS

NEW BUSINESS

A. 2109 CLEARWATER DRIVE – SMILE PARTNERS USA – SPECIAL USE

2109 CLEARWATER
DRIVE – SMILE
PARTNERS USA – SU

Vice Chairman Ziemer announced the commencement of the public hearing for the petitions and swore in those wishing to speak on the matter.

Ed Kleinow, 15076 Cleveland Ave, Alan Park, MI, project manager for Smile Partners, explained that Oak Brook Dental Group that has been operating in Oak Brook for 33 years was being forced to relocate.

Member Cappetta was concerned with replacing retail with a service, but was in support of the petition due to residents not having to travel far in order to continue visiting Oak Brook Dental Group.

Campbell Wickland, 1 Parkview Plaza, Oakbrook Terrace, IL, a representative of MidAmerica Asset Management, agent for the owner of the property, provided information regarding commercial leases in today's world. She said that approximately 25% to 30% of retail spaces are now occupied by service type uses. She also mentioned prohibited restaurant uses at that location due to existing surrounding restaurant owners. They received approval from surrounding property owners for this special use.

Dr. John Hartman of Oak Brook Dental Group said he has worked in Oak Brook since 1991 and would like to remain in Oak Brook.

Vice Chairman Ziemer stated that the applicant testified to the special factors and that they were also submitted in the case file.

Motioned by Member Wilczak, seconded by Member DiBernardo to recommend approval of the special use, subject to the following conditions:

1. The applicant shall provide information on trash collection, storage and circulation.
2. All sign proposals shall comply with the applicable sign code regulations of the Oak Brook zoning ordinance unless otherwise modified or varied.
3. Add the provision "Notwithstanding the attached exhibits, the applicant shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived."
4. Recording of the document by Village Staff.

ROLL CALL:

Ayes: 5 – Vice Chairman Ziemer, Members Cappetta, DiBernardo, Pontrelli and Wilczak. Motion carried.

Absent: 4 - Chairman Iyer, Members Bulin, Hasan and Nimry

Vice Chairman Ziemer announced that the public hearing for this matter was concluded.

5.

B. 2222 35TH STREET - THE MIDWEST CLUB HOA – FINAL PLAT

2222 35TH STREET -
THE MIDWEST CLUB
HOA – FINAL PLAT



VILLAGE OF
OAK BROOK
Illinois

ITEM 5.A
2109 CLEARWATER DR
SMILE PARTNERS SU

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5	Certificate of Publication dated January 17, 2025
4.4.a	Resident Letter dated January 17, 2025
3	Board of Trustees Meeting Minutes dated January 14, 2025 (Not Attached)
2	Referral Memo – Board of Trustees Agenda dated January 14, 2025
1	Zoning Regulations – Special Use 13-10-E.2

Application Materials

A	Petition Application
B-B.2	Letter of Explanation & Owner Approval Letter
C	Special Use Factors
D-D.2	Certification of Surrounding Property Owners and List
E	Subject Property Verification – See PIN on Survey
F	Beneficial Interests
G	Fee Receipt
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I-I-5	Reciprocal Easement Agreement
J	Neighbor's Support Memos
K-K.1	Site Plan & Plat of Survey

VILLAGE OF OAK BROOK
Planning & Zoning Commission

STAFF REPORT

DATE: January 17, 2025

CASE NO: 2025-1-ZO-SU

DESCRIPTION: Special Use (Section: 13-10 E-2) – To permit and allow a dental clinic.

PETITIONER: Redwood MSO, LLC DBA Smile Partners USA
800 Kirts Blvd Suite 650
Troy, MI 48084

ADDRESS: 2109 Clearwater Drive, Oak Brook IL

EXISTING ZONING: O-4 Office District

ZONING/USE OF SURROUNDING PROPERTY:

North: O-4, Office-Research-Assembly District, improved with senior living building and ORA-1 Office-Research-Assembly District with office (Hub Group Corporate Headquarters).

South: 22nd Street and CR, Conservation/ Recreation, Oak Brook Golf Club.

East: O-4, Office District, improved surface parking lot and office building (with Athletico).

West: ORA-1 Office-Research-Assembly District, office buildings.

DISCUSSION: Redwood MSO, LLC DBA Smile Partners USA has submitted an application requesting a Special Use (Section: 13-10 E-2) to allow and operate a dental clinic. CH Retail Fund II/ Chicago Clearwater, L.L.C, the owner of the building has approved the submittal of this request. The space was previously operated by a barbeque restaurant. The dental clinic is proposed to be located in the Clearwater Development. Roti Mediterranean Grill and Chipotle are located in the same building to the east of the proposed dental clinic.

**STAFF REPORT – SMILE PARTNERS
SPECIAL USE
CASE NO. 2025-1-ZO-SU**

STAFF COMMENTS:

- The Village Board's referral on January 14, 2024 included some concerns regarding the location being more suited for restaurant/retail use. Medical and dental practices are special uses as the office buildings are more often a better fit for such uses.
- The property is located within Clearwater Development that was approved for a mixed use development (S-1187) in 2007. Buildings on lots 3, 4 and 5 of the 6 lot development were proposed as specialty retail and restaurant use. The existing Lot 3 and 4 have financial institution use.
- Medical offices are permitted in O-4 district as Special Use under Section: 13-10 E-2. Staff has interpreted the dental clinic as a medical office use.
- CH Retail Fund II/ Chicago Clearwater, L.L.C, the owner of the building has approved the special use request as proposed (see letter in the case file).
- The owners of the adjacent properties (Lots 1,2, 3,4, and 6) have consented to the special use request as proposed (see letters in the case file).
- The dental clinic is currently located in Oak Brook at 120 Oakbrook Center Suite 326. The practice proposes moving to a bigger space within Oak Brook. As such, the business will be retained by relocating within the Village.
- Parking: The parking requirement for a restaurant (previous occupant) is 1 parking space per 100 that requires 40 parking spaces. Parking required for medical and dental clinics and offices of physicians and dentists is 1 parking space per 200 SF. For 4000 SF, 20 parking spaces will be required.
- There are no exterior changes proposed.
- Hours of operation for the existing office at 120 Oak Brook Center is generally between 9am- 6pm on weekdays and 8am-2pm on Saturdays.
- The applicant is advised that a Reciprocal Easement Agreement (included in the casefile) exists for the Clearwater subdivision.
- The applicant will meet all other applicable regulations including those by the Village of the Oak Brook.

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

RESPONSIBILITIES OF HEARING BODIES:

The Planning & Zoning Commission has the responsibility to make a recommendation on this request for a Special Use and determine if it is in compliance with the Village's comprehensive plan, zoning ordinance and other applicable ordinances.

**STAFF REPORT – SMILE PARTNERS
SPECIAL USE
CASE NO. 2025-1-ZO-SU**

CONCLUSION:

Staff would like the Planning and Zoning Commission's feedback on the proposed Special Use being requested. As part of this discussion, staff has provided additional conditions that can be included in a recommendation to ensure that all applicable considerations are memorialized for the development.

- 1) The applicant shall provide information on trash collection, storage and circulation.
- 2) All sign proposals shall comply with the applicable sign code regulations of the Oak Brook zoning ordinance unless otherwise modified or varied.
- 3) Comply with all other applicable rules and ordinances of the Village of Oak Brook.
- 4) Add the provision "Notwithstanding the attached exhibits, the applicant shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived."
- 5) Recording of the document by Village Staff.

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

Respectfully Submitted,



Rama Raman
Village Planner

NOTICE IS HEREBY GIVEN that a public hearing before the Planning & Zoning Commission of the Village of Oak Brook, DuPage and Cook Counties, Illinois, will be held on Wednesday, February 5, 2025 at 6:30 p.m. in the Samuel E. Dean Board Room of the Butler Government Center, Village of Oak Brook, 1200 Oak Brook Road, Oak Brook, Illinois 60523 for the purpose of considering the application from Redwood MSO, LLC DBA Smile Partners USA and CH Retail Fund II/Chicago Clearwater LLC, the property owner, 2109 Clearwater Drive, Oak Brook, IL 60523, who are seeking a Special Use as provided for under Title 13 of the Zoning Ordinance of the Village of Oak Brook, Illinois, Ordinance G-60 as amended.

The petitioner is requesting a special use to allow a dental office in the O-4 District. Smile Partners USA is currently located in Oakbrook Center.

The subject property is located at 2109 Clearwater Drive, in Oak Brook, Illinois 60523 and the PIN is as follows:

PARCEL NUMBER: 06-24-308-017

The petitioner's application including all supporting documents is on file with the Development Services Department. Persons wishing to examine the application documents may arrange to do so with the Development Services Department, Village of Oak Brook, 1200 Oak Brook Road, Oak Brook, IL 60523, telephone 630-368-5106.

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

Netasha Scarpiniti
Village Clerk

Published at the direction of the Corporate Authorities and the Planning & Zoning Commission of the Village of Oak Brook, DuPage and Cook Counties, Illinois
Published in Daily Herald January 17, 2025 (276059)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Northwest Suburbs
Daily Herald

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

I further certify that the **Northwest Suburbs DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 01/17/2025

in said **Northwest Suburbs DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY


Designee of the Publisher of the Daily Herald

Control # 276059





VILLAGE OF
OAK BROOK
Illinois

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

January 17, 2025

Dear Resident:

The Oak Brook Planning & Zoning Commission and the Village Board will be considering a special use to the Zoning Regulations.

MEETING DATE AND INFORMATION:

Planning & Zoning Commission*..... 6:30 p.m., Wednesday, February 5, 2025

Board of Trustees Meeting7:00 p.m., Tuesday, February 25, 2025***

*Public Hearing Body – Variation
*** Pending P&Z

The application has been filed by:	Smile Partners USA 800 Kirts Blvd Suite 650 Troy, MI 48084
The property in question is located at:	2109 Clearwater Drive Oak Brook, IL 60523
Relationship of applicant to property:	Prospective Tenant

The petitioner is requesting a special use to allow a dental office in the O-4 District. Smile Partners USA is currently located in Oakbrook Center and would like to move 2109 Clearwater Drive. The proposed location is a vacant restaurant, which is immediately adjacent to existing restaurant users.

For more detailed information of the request, please contact the Development Services Department at 630-368-5103 between 8 AM-4 PM, Monday through Friday, except for holidays.

Sincerely,

Rebecca Von Drasek
Development Services Director
RV/cc



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

The Village of Oak Brook, in compliance with the Americans with Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting facilities, contact the Village ADA Coordinator at 630-368-5010 as soon as possible before the meeting date.

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



OAK BROOK
Illinois

ITEM 6.E.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 14, 2025

SUBJECT: 2109 Clearwater Dr. - Special Use – Smile Partners Dentist

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to refer the request for a special use to permit a dental office to the Planning & Zoning Commission for review and recommendation.

Background/History:

Smile Partners, with the support of CH Retail Fund II/Chicago Clearwater, LLC, the owner of the building has submitted a petition seeking approval of a special use to relocate Smiles Partners USA from Oakbrook Center to 2109 Clearwater Drive.

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

Recommendation:

Staff recommends that the Village Board refer the Special Use to the Planning & Zoning Commission (P&Z) for public hearing, review, and recommendation.

Attachments:

1. Exhibits

ARTICLE E. O4 OFFICE DISTRICT

13-10E-2: SPECIAL USES:

Daycare center, provided such facility complies with all licensing requirements of the state and maintains direct alarm hookup to the Oak Brook police department.

Health clubs, private, membership only, in multi-building office complexes under single ownership or control on sites not less than ten (10) acres. Such structure shall not front on any perimeter road, and access thereto shall be provided only from interior roadways.

Heliports, not for freight, shall meet all of the standards as contained in subsection 13-10A-4C of this chapter. Additionally, the operation of said heliport shall meet the performance standards as contained in section [13-10-3](#) of this chapter.

Hotel or combination office and hotel.

Medical offices.



VILLAGE OF OAK BROOK
1200 OAK BROOK ROAD
OAK BROOK, IL 60523
630-368-5106

**PETITION APPLICATION for
PUBLIC HEARING**

ZONING ORDINANCE:

☐ APPEAL (\$300)

☐ VARIATION (\$750)

☐ AMENDMENT (\$750)

☒ SPECIAL USE (\$750)

☐ CERTIFICATE OF APPROPRIATENESS (\$500)

STORMWATER: ☐ VARIATION (\$750)

PUBLIC HEARING SIGNS (\$50- each lot frontage) ☐ - Enter Number of Street Frontages/Per Parcel

APPLICANT TO COMPLETE

NOTE: ALL APPLICATIONS ARE TO BE RECEIVED BY THE DIRECTOR OF DEVELOPMENT SERVICES
AND AFTER AN INITIAL REVIEW WILL BE FILED WITH THE VILLAGE CLERK.

LOCATION OF

SUBJECT PROPERTY 2109 Clearwater Dr., Oak Brook, IL 60523 PERMANENT PARCEL NO* 06 - 24 - 308 - 017

LOT NO. 5 SUBDIVISION Clearwater; see legal description LEGAL ADDRESS* 2109 Clearwater Dr., Oak Brook, IL 60523

ZONING DISTRICT D-4 ZONING ORDINANCE SECTION 13-1082 ACTION REQUESTED Permit special use to operate a dental office
at the subject office

PROPERTY INTEREST OF APPLICANT:

OWNER ☐

CONTRACT PURCHASER ☐

AGENT ☒

OWNER(S) OF RECORD CH Retail Fund II/ Chicago Clearwater, L.L.C.

PHONE 214-661-8320

ADDRESS 3819 Maple Avenue

CITY Dallas

STATE TX ZIP 75219

BENEFICIARY(IES) OF TRUST

PHONE

ADDRESS

CITY

STATE ZIP

NAME OF APPLICANT (and Billing Redwood MSO, LLC DBA Smile Partners USA

PHONE 248.429.2229

Information) 800 Kirts Blvd Suite 650

CITY Troy

STATE MI ZIP 48084

Contact Name and E-mail Address(s) Bob Cox bc Cox@smilepartnersusa.com

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

Signature of Owner

12/18/24
Date

Signature of Applicant

Date

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

Date Filed 12/20/24 Fee Paid \$ 800.00 Receipt No. _____ Received By ce

Board of Trustees (Referral) 1/14/25 Notice Published 1/17/25 Newspaper Daily Herald Adj. Property Owners Notified 1/17/25

PUBLIC HEARING DATES: Planning & Zoning Commission 2/5/25

Board of Trustees

Board of Trustees

(Approval of Ordinance)

SIGNED - VILLAGE CLERK

Date



VIA EMAIL

December 18, 2024

Village of Oak Brook
Planning & Zoning Commission
1200 Oak Brook Rd.
Oak Brook, IL 60523
cchiarelli@oak-brook.org

RE: Request for Special Use Waiver

To whom it may concern:

I am writing to formally request a special use waiver to operate a dental office at 2109 Clearwater Dr. Oakbrook, IL 60523, a location that was previously utilized as a barbecue restaurant and has remained vacant for some time.

I am the Director of Facilities for Smile Partners USA, an association of 100+ dental offices located in Illinois, Michigan, Georgia, Alabama, and Colorado. We have had a dental office in Oak Brook Illinois for many years. Our office is currently located at 120 Oakbrook Ctr Ste 326 Oak Brook, IL 60523. Our practice has flourished, and we wish to relocate because our needs have outgrown the existing space.

The proposed dental office will provide general dentistry, orthodontic dentistry, pediatric dentistry, and oral surgery services and it will serve the residents of Oak Brook. We believe this use aligns with the city's goals of fostering businesses that improve community well-being and enhance property utilization.

Background on Property and Proposed Use. The property at 2109 Clearwater Dr. Oakbrook, IL 60523 is currently zoned as O4, and it previously contained a barbecue restaurant. The specific building in which we would like to operate currently contains a Chipotle restaurant and Roti Mediterranean Grill. The May 28, 2019, Commercial Areas Revitalization Plan Update for the Village of Oak Brook, Illinois describes the entire Plaza as "mixed use." Other businesses in other buildings in the Plaza include Charles Schwab, LA Fitness, Egg Harbor Café, a Sheridan Hotel, and an office building.

Our planned use as a dental office aligns with the character of the Clearwater Plaza as it represents a low-impact, professional service use. This use is also consistent with the 2019 Commercial Areas Revitalization Plan, which provides that "[t]he commercial uses on the first floor of a mixed-use development could include a wide range of retail, office, restaurant, entertainment, and service and business uses."

Proposed Modifications and Compliance. We plan to make the following modifications to the property to ensure compliance with both zoning and building code requirements: (i) renovate the interior to accommodate dental treatment rooms, a waiting area, and administrative offices; (ii)



update the plumbing and electrical systems to meet the specific needs of dental equipment; and (iii) modify signage to reflect the new use, in accordance with local ordinances. The exterior of the building will remain largely unchanged, maintaining the character of the Plaza.

Community Impact. The relocation of a dental office to this location will provide numerous benefits to the community, including (i) improved access to essential dental care for residents in a convenient location; (ii) increased foot traffic and activity in the area, which could positively impact nearby businesses; and (iii) revitalization of a currently unused property, enhancing the overall aesthetic and economic value of the neighborhood.

Conclusion. We respectfully request that the zoning authority approve our proposal to repurpose this property for use as a dental office. We are committed to adhering to all applicable regulations and working collaboratively with the city to ensure this project's success. Please let us know if there are additional documents or steps required to facilitate this process.

Thank you for considering our request. We look forward to the opportunity to contribute positively to the community through this endeavor.

Sincerely,

Robert Cox

Robert Cox (Dec 18, 2024 16:24 EST)

Bob Cox
Director of Facilities
800 Kirts Blvd
Troy, MI 48084
Office: 248.429.2229 ext. 3083
Cell: (313).318.2837
Email: bcox@smilepartnersusa.com

To whom it may concern:

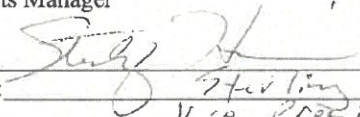
I am Sterling Hillman, the Vice President of CH Retail Fund II/Chicago Clearwater, L.L.C., the owner of the building located at 2109 Clearwater Dr. Oak Brook, IL 60523. I am writing to both assent to the Special Use Application for this property to permit Smile Partners USA/Oak Brook Dental Group to operate a dental practice in the subject property and to permit Smile Partners USA/Oak Brook Dental Group to appear before the Village to answer any questions and provide any information required to pursue this application.

I appreciate your attention to this matter.

OWNER:

CH RETAIL FUND II/CHICAGO CLEARWATER,
L.L.C., a Delaware limited liability company

By: Retail Managers II, L.L.C.,
a Texas limited liability company
its Manager

By: 
Name: Sterling Hillman
Title: Vice President
Execution Date: 12/18/24

Special Use Factors

1. Is of the type described in subsection A1 of this Section, is deemed necessary for the public convenience at that location;

RESPONSE: Yes- the subject property is a vacant shop located within Clearwater Plaza in Oak Brook, Illinois. The space was previously used as a barbecue restaurant, and has been vacant for some time. Applicant seeks approval to open a dental office in the space. The Applicant will do business as Smile Partners USA and/or Oakbrook Dental Group. The Applicant currently operates a dental office at 120 Oakbrook Ctr Ste 326 Oak Brook, IL 60523. However, the Applicant has outgrown its existing space, and desires to relocate to a newly renovated dental office at 2109 Clearwater Dr. Oakbrook, IL 60523 to better serve the residents of Oak Brook.

The current office hours of the dental clinic are Monday and Tuesday (9am-6pm); Wednesday (9am-4pm); Thursday (9am-6pm); Friday (9 am-2pm); and Saturday (8am-2pm). The dental office maintains a website at:

<https://www.oakbrookdentalgroup.com/>

2. Is so designed, located and proposed to be operated that the public health, safety and welfare will be protected;

RESPONSE: Yes, enclosed with this application are proposed drawings of the dental office to be built. The Applicant operates 100+ dental offices in Illinois, Michigan, Georgia, Alabama, and Colorado. There is no indication that the operating of a dental office at the requested location will pose a danger to the public health, safety, or welfare. To the contrary, Applicant is in the business of promoting the public health.

3. Would not cause substantial injury to the value of other property in the neighborhood in which it is located.

RESPONSE: There is no indication that the operating of a dental office at the requested location will be detrimental to the value of other property in the neighborhood. To the contrary, the owners of the other buildings in the plaza (whose commercial residents include retail shopping, restaurants, a gym, and a hotel) have already consented to this proposed use, and operating a dental practice is consistent with the "mixed use" designation for the property, as designated in the May 28, 2019, Commercial Areas Revitalization Plan Update for the Village of Oak Brook, Illinois. Moreover, the subject space has been vacant for some time, and filling a vacancy is beneficial to the other operators in the Plaza and the residents of Oak Brook.

Certification Surrounding Property Owners

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

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

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

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

CH Retail Fund II/Chicago Clearwater, L.L.C.

Printed Name of Owner

Redwood MSO, LLC dba Smile Partners USA

Printed Name of Applicant

Robert Cox

Robert Cox (Dec 18, 2024 16:24 EST)

Signature of Owner

Date

Signature of Applicant

Date

BILL TO INFORMATION:

Redwood MSO, LLC dba Smile Partners USA Bob Cox

248.429.2229

Print Name/Company

Contact Person

Contact Phone

800 Kirts Blvd Suite 650 Troy, MI 48084

Address To be Billed

Alternate Phone

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

NAMES OF SURROUNDING PROPERTY OWNERS

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

Note: The people on this list will be notified by mail with the information about your request and the meeting schedule.

[illegible]

(Attach additional sheets if necessary)

PIN	Owner Name	Owner Address
0624308018	1620 RALPH AVENUE CORP	150-45 CROSS ISLAND PKY, WHITESTONE, NY 11357
0624307022	HUB GROUP INC	2000 CLEARWATER DR, OAK BROOK, IL 60523
0624308019	BMSH OAK BROOK IL LLC	300 E WACKER DR NO 2400, CHICAGO, IL 60606
0624308019	BMSH OAK BROOK IL LLC	300 E WACKER DR NO 2400, CHICAGO, IL 60606
0624307008	INDIAN HEAD TRANSIT CO	2100 CLEARWATER DR, OAK BROOK, IL 60523
0624307008	INDIAN HEAD TRANSIT CO	2100 CLEARWATER DR, OAK BROOK, IL 60523
0624308017	CHRETAIL FUND II/CHICAGO	3819 MAPLE AVE, DALLAS, TX 75219
0624308017	CHRETAIL FUND II/CHICAGO	3819 MAPLE AVE, DALLAS, TX 75219
0624308008		
0624308017	CHRETAIL FUND II/CHICAGO	3819 MAPLE AVE, DALLAS, TX 75219
0624308015	2122 YORK RD OWNER LLC	227 W MONROE ST NO 5040, CHICAGO, IL 60606
0624308015	2122 YORK RD OWNER LLC	227 W MONROE ST NO 5040, CHICAGO, IL 60606
0624308017	CHRETAIL FUND II/CHICAGO	3819 MAPLE AVE, DALLAS, TX 75219
0624308016	SEGAL PROPERTIES LLC	211 S SPALDING DR UNIT N504, BEVERLY HILLS, CA 90212
0624308018	1620 RALPH AVENUE CORP	150-45 CROSS ISLAND PKY, WHITESTONE, NY 11357

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

- E

**COMPLIANCE WITH
"AN ACT TO REQUIRE DISCLOSURE OF ALL BENEFICIAL INTERESTS"**

765 ILCS 405/1, ET AL (1993)

NAME OF TRUSTEE: _____

PPN #: _____

PROPERTY ADDRESS: _____

NAME & ADDRESS OF BENEFICIARIES:

1. _____

2. _____

3. _____

The above and foregoing is a complete disclosure of all beneficiaries and/or holders of any beneficial interest in the above named trust.

STATE OF ILLINOIS)

COUNTY OF DUPAGE) SS
)

_____ Being first sworn on oath deposes and states that he/she has read the above and foregoing disclosure of beneficiaries of a land trust by him/her subscribed, knows the contents thereof and that the same are true and correct.

Signature

Subscribed and sworn to before me this _____ day

of _____, 20_____.

(SEAL)

Notary Public

Please Deposit Check in: Zoning Account 10-4302

For:

2109 Clearwater – Special Use

NOTE: 1 check(s) – Total **\$ 800**

Special Use & Sign **\$800**

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

MISCELLANEOUS PAYMENT RECPT#: 759054
DATE: 01/02/25 TIME: 11:42:31
CLERK: pstone DEPT:
CUSTOMER#:

COMMENT: 2109 CLEARWATER-SPEC

REVENUE:
1 10 43020 800.00
 ZONING/SUBDIV APPLICATION
 ZONING/SUBDIVISION

CASH:
99 , 1105 800.00
 CASH -PLD

AMOUNT PAID: 800.00

PAID BY: REDWOOD MSO LLC
PAYMENT METH: CHECK
 55662

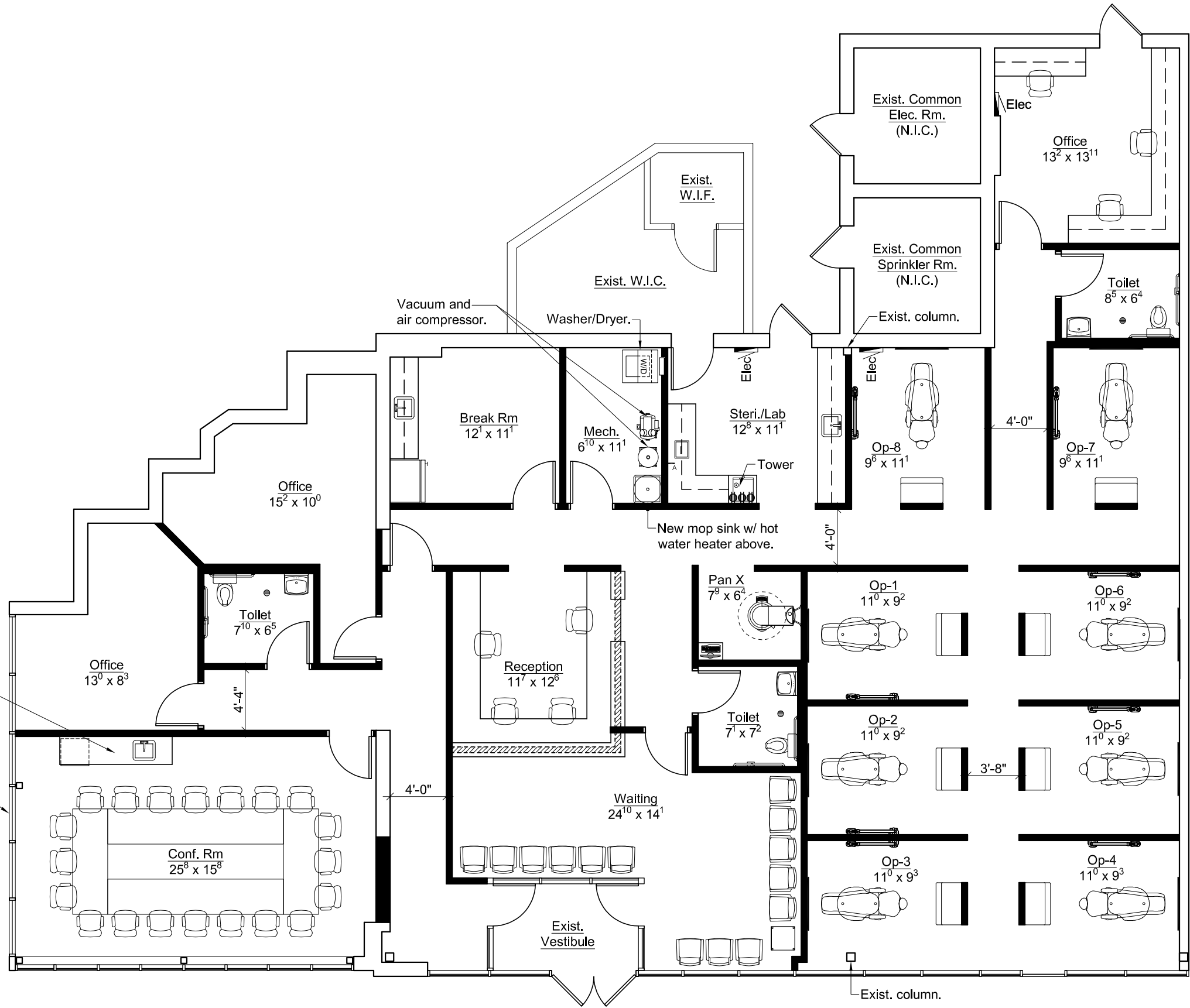
REFERENCE: REDWOOD MSO

AMT TENDERED: 800.00
AMT APPLIED: 800.00
CHANGE: .00

G

**Scheme C -
Floor Plan**

Scale: 1/8" = 1'-0"



H

12-12-2024

This drawing indicates the general scope of the building in terms of its layout. Contractors shall field verify any critical dimensions prior to construction. This drawing has been prepared by Gensburg, Ltd. Architecture/Design, 105 Revere Dr., Suite G, Northbrook, Illinois 60062 Tel. (847) 715-9591.

**SMILE PARTNERS
2119 CLEARWATER DR.
OAK BROOK, IL 60523**

Legend

- Existing Wall
- New Full Height Wall
- New Low-Height Wall



8 0 0 1 0 9 3 7
Tx:40006116

PREPARED BY:

Daniel J. Kopp, Esq.
Daspin & Aument, LLP
300 South Wacker Drive, Suite 2200
Chicago, Illinois 60606

FRED BUCHOLZ, RECORDER
DUPAGE COUNTY ILLINOIS
12/31/2018 11:10 AM
RHSP

COUNTY TAX STAMP FEE 2,375.00
STATE TAX STAMP FEE 4,750.00

DOCUMENT # R2018-118889

AFTER RECORDING RETURN TO:

Wick Phillips Gould & Martin LLP
3131 McKinney Avenue, Suite 100
Dallas, Texas 75204
Attn: Rob Wills

SEND SUBSEQUENT TAX BILLS TO:

CH Retail Fund II / Chicago Clearwater LLC
3819 Maple Avenue
Dallas, Texas 75219
Attn: Asset Manager – Clearwater Shops

SPECIAL WARRANTY DEED

STATE OF ILLINOIS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DUPAGE

YORK ROAD ASSOCIATES, LLC, an Illinois limited liability company ("**Grantor**"), for and in consideration of the sum of \$10 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, AND CONVEY unto **CH RETAIL FUND II/CHICAGO CLEARWATER, L.L.C.**, a Delaware limited liability company ("**Grantee**") the real property in DuPage County, Illinois, fully described in Exhibit A hereto, together with all rights, titles, and interests appurtenant thereto (collectively, the "**Property**").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to the matters described in Exhibit B hereto (collectively, the "**Permitted Encumbrances**").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise, subject to the Permitted Encumbrances.

Grantee's address is: 3819 Maple Avenue, Dallas, Texas 75219, Attention: Asset Manager – Clearwater Shops.

[SIGNATURE ON THE FOLLOWING PAGE]

400711.00017.23015344.2

When Recorded Return To: *Deborah Cross*
First American Title Insurance Company
National Commercial Services
30 N. LaSalle Street, Suite 2700
Chicago, IL 60602
File No: NCS 264513-T

1051

6

I

EXECUTED as of December 19, 2018.

YORK ROAD ASSOCIATES, LLC,
an Illinois limited liability company

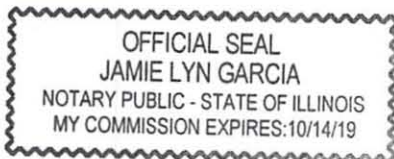
By: LO York, LLC,
a Delaware limited liability company

By: Non-Member Manager Inc.,
a Texas corporation, its Manager

By: [Signature] PK
Name: John Grissin
Title: Vice President

STATE OF IL §
COUNTY OF COOK §
§

This instrument was acknowledged before me on December 19th, 2018, by John Grissin of Non-Member Manager, Inc., a Texas corporation, the manager of LO York, LLC, a Delaware limited liability company, the Manager of York Road Associates, LLC an Illinois limited liability company, on behalf of said entities.



[Signature]
Notary Public, State of Illinois

Exhibit A

Legal Description

PARCEL 1:

LOT 5 IN CLEARWATER RESUBDIVISION, BEING A RESUBDIVISION IN PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 22, 2016 AS DOCUMENT R2016-102540, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, PARKING AND UTILITIES AS SET FORTH IN THE THIRD AMENDED AND RESTATED RECIPROCAL EASEMENT, MAINTENANCE AND USE DECLARATION, RECORDED AUGUST 22, 2018 AS DOCUMENT R2018-078944, IN DUPAGE COUNTY, ILLINOIS.

Address of the Real Estate: 2103-2119 Clearwater Drive, Oak Brook, IL 60523

Parcel ID: 06-24-308-017

Exhibit B

Permitted Encumbrances

1. General real estate taxes for the year 2018 and subsequent years.
2. The land lies within the Flagg Creek Water Reclamation District, formerly known as the Hinsdale Sanitary District, which has accepted federal grants for sewage treatment works pursuant to Public Law 92-500. Federal law requires a user charge system separate from general ad valorem property taxes. Ordinance No. 405 recorded as document R75-19171 established user charges and the cost recovery methods. Amended Ordinance No. 756 recorded March 13, 2009 as document R2009-037066 requires payment of user charges prior to sale or transfer of real estate.
3. Terms, provisions and conditions contained in Lease by and between York Road EW LLC, a Delaware limited liability company, Lessor, and L.A. Fitness International, LLC, a California limited liability company, Lessee, dated September 20, 2008 as disclosed by a Memorandum of Lease recorded September 24, 2008 as document R2008-144359, as amended by a Memorandum of Third Amendment to Lease dated July 19, 2018, recorded December 13, 2018 as document R2018-114545, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee.
4. Second Amended and Restated Reciprocal Easement, Maintenance and Use Declaration recorded September 24, 2008 as document R2008-144362 and rerecorded October 30, 2008 as document R2008-160370.

First Amendment to Second Amended and Restated Reciprocal Easement, Maintenance and Use Declaration recorded October 27, 2011 as document R2011-129365,

Assignment of Rights Under Declaration recorded June 16, 2015 as document R2015-064243.

Third Amended and Restated Reciprocal Easement, Maintenance and Use Declaration recorded August 22, 2018 as document R2018-078944.

5. Declaration of Stormwater Facilities Easements, Covenants, Conditions and Restrictions, recorded December 17, 2008 as document R2008-178190, by and between the Village of Oak Brook, an Illinois Municipal Corporation and York Road EW, LLC, a Delaware limited liability company, and the terms, provisions and conditions contained therein.
6. Grant of Easement Plat for watermain, storm sewer and sidewalk to the Village of Oak Brook and a Plat of Vacation of storm sewer easement, recorded February 22, 2010 as document R2010-023909.
7. Easement Grant recorded September 22, 2010 as document R2010-126156, to Flagg Creek Water Reclamation District, a Municipal corporation for the purposes of a sewage conveyance system.
8. Building setback lines of 100 feet and 30 feet as shown on Plat of Clearwater Resubdivision recorded September 22, 2016 as document R2016-102540.
9. 10 foot public utility easements and the provisions contained therein as shown on the Plat of Clearwater Resubdivision recorded September 22, 2016 as document R2016-102540.

10. Easement in favor of but not limited to Ameritech, the Commonwealth Edison Company, Northern Illinois Gas, Flagg Creek Water Reclamation District and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment and the provisions relating thereto contained in the Plats of Clearwater Oak Brook Assessment Plat recorded August 28, 2009 as document R2008-133469, Clearwater Oak Brook Assessment Plat No. 2, recorded March 26, 2010 as document R2010-039896, Clearwater Oak Brook Assessment Plat No. 3, recorded March 26, 2010 as document R2010-039897, Clearwater Oak Brook Assessment Plat No. 4 recorded March 13, 2014 as document R2014-020867.
11. Easement provisions contained on the Plat of Clearwater Resubdivision recorded September 22, 2016 as document R2016-102540.
12. Ordinance (2013-ZO-SU-EX-S-1378) recorded June 27, 2014 as document R2014-055419, and the terms, provisions and conditions contained therein.
13. Ordinance (2013-ZO-SU-EX-S-1380) recorded June 27, 2014 as document R2014-055420, and the terms, provisions and conditions contained therein.
14. Ordinance (2013-ZO-SU-EX-S-1381) recorded June 27, 2014 as document R2014-055421, and the terms, provisions and conditions contained therein.
15. Ordinance (2015-ZO-V-EX-S-1431) recorded January 7, 2016 as document R2016-001685, and the terms, provisions and conditions contained therein.
16. Ordinance (2015-ZO-SU-EX-S-1432) recorded January 7, 2016 as document R2016-001686, and the terms, provisions and conditions contained therein.
17. Ordinance (2016-ZO-V-EX-S-1474) recorded November 1, 2016 as document R2016-120341, and the terms, provisions and conditions contained therein.
18. Ordinance (2016-ZO-V-EX-S-1473) recorded November 1, 2016 as document R2016-120342, and the terms, provisions and conditions contained therein.
19. Ordinance (2018-ZO-SU-EX-S-1538) recorded June 22, 2018 as document R2018-056813, and the terms, provisions and conditions contained therein.
20. The existing unrecorded leases, listed below, and rights of parties claiming thereunder:

Lease Agreement between York Road Associates, LLC and Chipotle Mexican Grill, Inc., dated as of January 8, 2013.

Lease Agreement between York Road Associates, LLC and Roti Restaurants LLC, dated as of January 8, 2013.

Lease Agreement between York Road Associates, LLC and Real Urban Barbecue Oak, LLC, dated as of March 11, 2014, as amended by that certain First Amendment to Lease dated June 1, 2018 and that certain Settlement Agreement, Mutual Release, and Covenants, dated as of June 13, 2018.

21. Easement rights, if any, as to manholes, electric boxes, utility vaults, cable TV pedestal, 4" electric PVC's, telephone pedestals, gas meter, and utility pedestals.
22. Encroachment of parking spaces on southwest portion of property.



November 19, 2024

VIA E-MAIL CORRESPONDENCE ONLY

CH Retail Fund II/Chicago Clearwater, L.L.C.
3819 Maple Avenue
Dallas, TX 75219
npittari@crowholdings.com
214.661.8320

Re: Lease dated September 10, 2008 by and between GK Clearwater LA Fitness LLC (successor-in-interest to York Road EW LLC) ("Landlord") and Fitness International, LLC (f/k/a L.A. Fitness International, LLC) ("Fitness") (as amended and assigned from time to time, the "Lease"), as evidenced by the Memorandum of Lease recorded on September 24, 2008 in the Official Records of DuPage County, IL as Doc. No. R2008-144359 (the "MOL"), covering the Project described therein, which includes leased premises located at 2030 York Road, Oakbrook IL (capitalized words used herein and not otherwise defined shall have the meanings given to them in the MOL) (Oak Brook #545)

CH Retail Fund II/Chicago Clearwater, L.L.C. ("CHH") owns property which is subject to the restrictions contained in the MOL. This letter agreement is in response to CHH's request to permit the occupancy of a tenant doing business as either "Oakbrook Dental Group" or "Smile Partners USA," a nationwide dental operator ("Smile Dental"), in the space indicated on the site plan attached hereto as Exhibit "A." The MOL prohibits medical offices or clinics in the Project. Fitness has evaluated the information about the proposed lease with Smile Dental (the "Smile Dental Lease") in the Project, and Fitness will permit the foregoing tenancy, subject to the following terms and conditions:

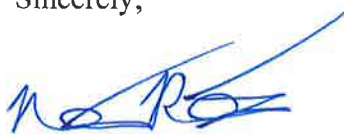
- Fitness' consent shall be effective only as long as Smile Dental, or its permitted successors or assigns, is operating in the space indicated on the site plan attached hereto as Exhibit "A," containing approximately four thousand (4,000) square feet (for the avoidance of doubt, the site plan attached hereto is for illustrative purposes only and does not replace the site plan attached to the Lease);
- The Smile Dental Lease shall include a permitted use clause which only permits the tenant to provide dental and oral health care services, including but not limited to general dentistry, endodontics, oral and maxillofacial pathology, oral and maxillofacial surgery, orthodontics and dentofacial orthopedics, pediatric dentistry, periodontics, prosthodontics and any other dental specialties recognized by the American Dental Association. For the

avoidance of doubt, Smile Dental shall not offer any of the Initial Uses or Ancillary Uses; and

- The proposed Smile Dental Lease includes a provision which prohibits Smile Dental from soliciting business within the Common Areas of the Project.

Notwithstanding the foregoing, Fitness reserves all of its other approval and consent rights under the Lease, MOL and other applicable documents. For the avoidance of doubt, the parties may execute and electronically deliver copies of this letter agreement and/or counterpart signature pages, which electronic copies shall be equally as effective as delivery of originally-executed counterparts. In the event you have any questions, please feel free to contact me.

Sincerely,



Nicholas A. Roberts
Senior Vice President
Chief Real Estate Officer

The foregoing terms and conditions are approved by Landlord:

GK Clearwater LA Fitness LLC

By: _____
Name: _____
Title: _____

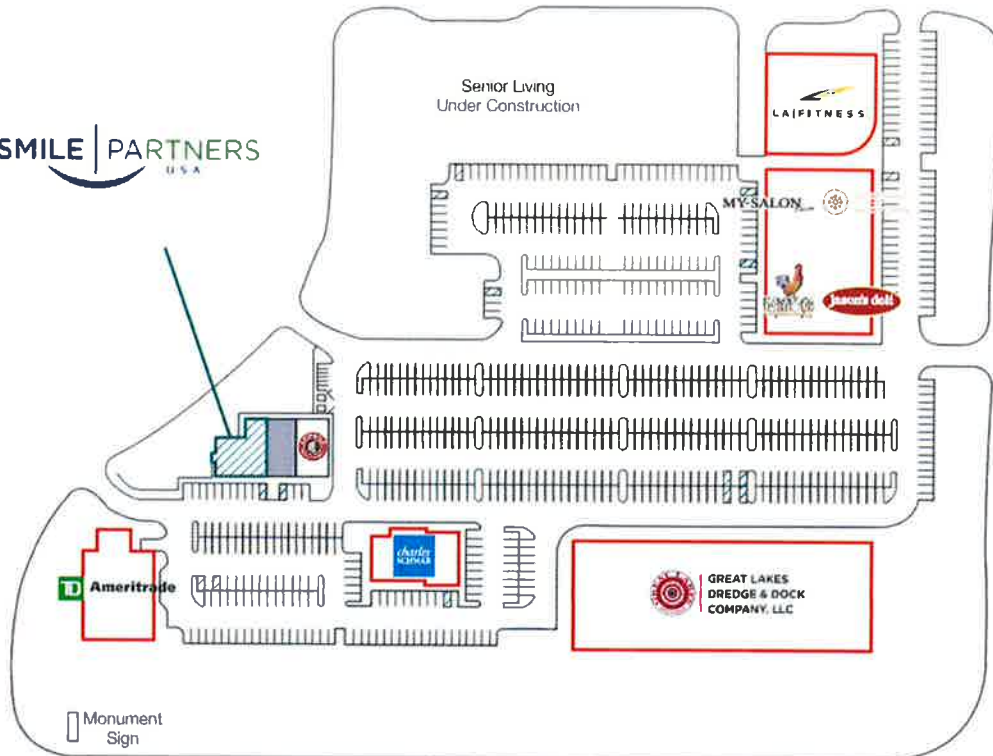
Exhibit "A"

CLEARWATER SHOPS

Exhibit

 Separately Owned

SMILE | PARTNERS
USA





Austin | Charlotte | Dallas | Fort Worth | Houston | Nashville | New York | San Antonio | The Woodlands

2728 N. Harwood Street
Suite 500
Dallas, Texas 75201

214.745.5400 OFFICE
214.745.5390 FAX
winstead.com

hmagliolo@winstead.com

214.745.5117 DIRECT

November 12, 2024

VIA OVERNIGHT DELIVERY:
GK Clearwater LA Fitness LLC
257 E. Main Street
Unit 200
Barrington, Illinois 60010

Owner of Lot 1 LAF (portion of 06-24-308-011)
2030-2060 York Road
Oak Brook, IL

Re: **REQUEST FOR APPROVAL UNDER DECLARATION** – Lease to Tenant
operating a dental practice

Ladies and Gentlemen:

I represent CH Retail Fund II/Chicago Clearwater, L.L.C., a Delaware limited liability company ("**CHR**"). This letter shall serve as a formal request for approval under the Declaration (as defined on Exhibit A attached hereto). All capitalized terms used but not defined herein shall have the meanings given in the Declaration unless otherwise specified herein.

CHR is the owner of Lot 5, and GK Clearwater LA Fitness LLC is the owner of a portion of Lot 1 under the Declaration, as shown on the site plan attached hereto as Exhibit B. CHR desires to lease (the "**Contemplated Lease**") a portion of the building currently located on Lot 5 to a tenant operating as a "Smile Partners USA" or "Oakbrook Dental Group", which Contemplated Lease permits the following use: "the operation of a dental practice offering general dentistry, ortho dentistry, pediatric dentistry, and oral surgery" (the "**Permitted Use**").

Section 2A of the 1st Amendment (as defined in Exhibit A attached hereto) contains the following restriction: "No Owner shall allow its Parcel to be leased or used for any of the prohibited uses listed on Exhibit E, attached hereto and made a part hereof" Exhibit E to the 1st Amendment contains the following restriction: "No portion of the Combined Property shall be used or occupied for . . . [a] medical office or clinic"

CHR requests that GK Clearwater LA Fitness LLC approve the Permitted Use on Lot 5. You may evidence such approval by executing and returning to me (hmagliolo@winstead.com) a signed copy of the approval below.

Should you have any questions concerning the foregoing matters, please do not hesitate to contact me.

Very truly yours,

WINSTEAD PC

By: Holly E. Magliolo
Holly E. Magliolo

APPROVED AS OF November 18, 2024.

GK Clearwater LA Fitness LLC

By: Sherry Mast
Name: Sherry Mast
Title: Principal - Asset Management

cc: Nick Pittari (npittari@crowholdings.com)

EXHIBIT A

DECLARATION

The "**Declaration**" means, collectively, the following:

1. Third Amended and Restated Reciprocal Easement, Maintenance and Use Declaration, dated August 8, 2018, and recorded August 22, 2018, in the DuPage County Recorder's Office as Instrument No. R2018-078944 (the "**Original Declaration**"); and
2. First Amendment to Third Amended and Restated Reciprocal Easement, Maintenance and Use Declaration, dated July 3, 2019, and recorded July 10, 2019, in the DuPage County Recorder's Office as Instrument No. R2019-056433 (the "**1st Amendment**").

2728 N. Harwood Street
Suite 500
Dallas, Texas 75201
hmagliolo@winstead.com

214.745.5400 OFFICE
214.745.5390 FAX
winstead.com
214.745.5117 DIRECT

November 12, 2024

VIA OVERNIGHT DELIVERY:

Segal Properties LLC
211 S. Spalding Drive
Unit N504
Beverly Hills, California 90212

Owner of Lot 3 (06-24-308-016)
500 West 22nd Street
Oak Brook, IL

VIA EMAIL:

Debby Pyznarski: dpyznarski@lpc.com

Re: **REQUEST FOR APPROVAL UNDER DECLARATION – Lease to Tenant**
operating a dental practice

Ladies and Gentlemen:

I represent CH Retail Fund II/Chicago Clearwater, L.L.C., a Delaware limited liability company ("**CHR**"). This letter shall serve as a formal request for approval under the Declaration (as defined on Exhibit A attached hereto). All capitalized terms used but not defined herein shall have the meanings given in the Declaration unless otherwise specified herein.

CHR is the owner of Lot 5, and Segal Properties LLC is the owner of Lot 3 under the Declaration, as shown on the site plan attached hereto as Exhibit B. CHR desires to lease (the "**Contemplated Lease**") a portion of the building currently located on Lot 5 to a tenant operating as a "Smile Partners USA" or "Oakbrook Dental Group", which Contemplated Lease permits the following use: "the operation of a dental practice offering general dentistry, ortho dentistry, pediatric dentistry, and oral surgery" (the "**Permitted Use**").

Section 2A of the 1st Amendment (as defined in Exhibit A attached hereto) contains the following restriction: "No Owner shall allow its Parcel to be leased or used for any of the prohibited uses listed on Exhibit E, attached hereto and made a part hereof" Exhibit E to the 1st Amendment contains the following restriction: "No portion of the Combined Property shall be used or occupied for . . . [a] medical office or clinic"

CHR requests that Segal Properties LLC approve the Permitted Use on Lot 5. You may evidence such approval by executing and returning to me (hmagliolo@winstead.com) a signed copy of the approval below.

Should you have any questions concerning the foregoing matters, please do not hesitate to contact me.

Very truly yours,

WINSTEAD PC



By: _____
Holly E. Magliolo

APPROVED AS OF December 6, 2024.

Segal Properties LLC

By: Deborah M Pyznarski as agent
Name: Deborah M Pyznarski, as agent
Title: Senior General Manager

cc: Nick Pittari (npittari@crowholdings.com)

EXHIBIT A

DECLARATION

The "**Declaration**" means, collectively, the following:

1. Third Amended and Restated Reciprocal Easement, Maintenance and Use Declaration, dated August 8, 2018, and recorded August 22, 2018, in the DuPage County Recorder's Office as Instrument No. R2018-078944 (the "**Original Declaration**"); and
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winstead.com

hmagliolo@winstead.com

214.745.5117 DIRECT

November 12, 2024

VIA OVERNIGHT DELIVERY:

BMSH II Oak Brook IL LLC
699 Boylston Street
Suite 700
Boston, Massachusetts 02116
Attention: Damien Bradley

Owner of Lot 6 (06-24-308-019)
2055 Clearwater Drive
Oak Brook, IL

VIA OVERNIGHT DELIVERY:

BMSH II Oak Brook IL LLC
303 E. Wacker Drive
Suite 2400
Chicago, Illinois 60601

VIA OVERNIGHT DELIVERY:

DLA Piper LLP
444 West Lake Street
Suite 900
Chicago, Illinois 60606-0089
Attention: Shari Helft Lennon

VIA EMAIL:

Ryan Stephenitch: rstephenitch@seniorlifestyle.com

Re: **REQUEST FOR APPROVAL UNDER DECLARATION** – Lease to Tenant
operating a dental practice

Ladies and Gentlemen:

I represent CH Retail Fund II/Chicago Clearwater, L.L.C., a Delaware limited liability company ("**CHR**"). This letter shall serve as a formal request for approval under the Declaration (as defined on Exhibit A attached hereto). All capitalized terms used but not defined herein shall have the meanings given in the Declaration unless otherwise specified herein.

CHR is the owner of Lot 5, and BMSH II Oak Brook IL LLC is the owner of Lot 6 under the Declaration, as shown on the site plan attached hereto as Exhibit B. CHR desires to lease (the "**Contemplated Lease**") a portion of the building currently located on Lot 5 to a tenant operating as a "Smile Partners USA" or "Oakbrook Dental Group", which Contemplated Lease permits the following use: "the operation of a dental practice offering general dentistry, ortho dentistry, pediatric dentistry, and oral surgery" (the "**Permitted Use**").

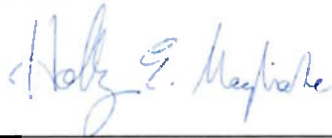
Section 2A of the 1st Amendment (as defined in Exhibit A attached hereto) contains the following restriction: "No Owner shall allow its Parcel to be leased or used for any of the prohibited uses listed on Exhibit E, attached hereto and made a part hereof" Exhibit E to the 1st Amendment contains the following restriction: "No portion of the Combined Property shall be used or occupied for . . . [a] medical office or clinic"

CHR requests that BMSH II Oak Brook IL LLC approve the Permitted Use on Lot 5. You may evidence such approval by executing and returning to me (hmagliolo@winstead.com) a signed copy of the approval below.

Should you have any questions concerning the foregoing matters, please do not hesitate to contact me.

Very truly yours,

WINSTEAD PC



By: _____
Holly E. Magliolo

APPROVED AS OF 11-14, 2024.

BMSH II Oak Brook IL LLC

By: 
Name: Steven S. Levy
Title: Manager

cc: Nick Pittari (npittari@crowholdings.com)

EXHIBIT A

DECLARATION

The "**Declaration**" means, collectively, the following:

1. Third Amended and Restated Reciprocal Easement, Maintenance and Use Declaration, dated August 8, 2018, and recorded August 22, 2018, in the DuPage County Recorder's Office as Instrument No. R2018-078944 (the "**Original Declaration**"); and
2. First Amendment to Third Amended and Restated Reciprocal Easement, Maintenance and Use Declaration, dated July 3, 2019, and recorded July 10, 2019, in the DuPage County Recorder's Office as Instrument No. R2019-056433 (the "**1st Amendment**").

2728 N. Harwood Street
Suite 500
Dallas, Texas 75201

hmagliolo@winstead.com

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214.745.5390 FAX
winstead.com

214.745.5117 DIRECT

November 12, 2024

VIA OVERNIGHT DELIVERY:

2122 York Road (Oak Brook) Owner LLC
227 W. Monroe Street
No. 5040
Chicago, Illinois 60606

Owner of Lot 2 (06-24-308-015)

2122 York Road
Oak Brook, IL

VIA OVERNIGHT DELIVERY:

2122 York Road (Oak Brook) Owner LLC
c/o Murphy Development Group LLC
181 West Madison Street
Suite 4700
Chicago, Illinois 60602
Attention: John Murphy

VIA EMAIL:

Jennifer Cole

Email: Jennifer.cole@colliers.com

Re: **REQUEST FOR APPROVAL UNDER DECLARATION** – Lease to Tenant
operating a dental practice

Ladies and Gentlemen:

I represent CH Retail Fund II/Chicago Clearwater, L.L.C., a Delaware limited liability company ("**CHR**"). This letter shall serve as a formal request for approval under the Declaration (as defined on Exhibit A attached hereto). All capitalized terms used but not defined herein shall have the meanings given in the Declaration unless otherwise specified herein.

CHR is the owner of Lot 5, and 2122 York Road (Oak Brook) Owner LLC is the owner of Lot 2 under the Declaration, as shown on the site plan attached hereto as Exhibit B. CHR desires to lease (the "**Contemplated Lease**") a portion of the building currently located on Lot 5 to a tenant operating as a "Smile Partners USA" or "Oakbrook Dental Group", which Contemplated Lease permits the following use: "the operation of a dental practice offering general dentistry, ortho dentistry, pediatric dentistry, and oral surgery" (the "**Permitted Use**").

Section 2A of the 1st Amendment (as defined in Exhibit A attached hereto) contains the following restriction: "No Owner shall allow its Parcel to be leased or used for any of the prohibited uses listed on Exhibit E, attached hereto and made a part hereof" Exhibit E to the 1st Amendment contains the following restriction: "No portion of the Combined Property shall be used or occupied for . . . [a] medical office or clinic"

CHR requests that 2122 York Road (Oak Brook) Owner LLC approve the Permitted Use on Lot 5. You may evidence such approval by executing and returning to me (hmagliolo@winstead.com) a signed copy of the approval below.

Should you have any questions concerning the foregoing matters, please do not hesitate to contact me.

Very truly yours,

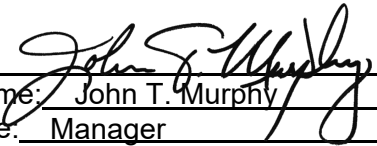
WINSTEAD PC



By: _____
Holly E. Magliolo

APPROVED AS OF November 12, 2024.

2122 York Road (Oak Brook) Owner LLC

By:  _____
Name: John T. Murphy
Title: Manager

cc: Nick Pittari (npittari@crowholdings.com)

EXHIBIT A

DECLARATION

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1. Third Amended and Restated Reciprocal Easement, Maintenance and Use Declaration, dated August 8, 2018, and recorded August 22, 2018, in the DuPage County Recorder's Office as Instrument No. R2018-078944 (the "**Original Declaration**"); and
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214.745.5390 FAX
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214.745.5117 DIRECT

November 12, 2024

VIA OVERNIGHT DELIVERY:

1620 Ralph Avenue Corp.
150-45 Cross Island Pkwy
Whitestone, New York 11357

Owner of Lot 4 (06-24-308-018)

540 22nd Street
Oak Brook, IL

VIA OVERNIGHT DELIVERY:

Peckar & Abramson, P.C.
70 Grand Avenue
River Edge, New Jersey 07661

VIA EMAIL:

Debby Pyznarski: dpyznarski@lpc.com

Re: **REQUEST FOR APPROVAL UNDER DECLARATION** – Lease to Tenant
operating a dental practice

Ladies and Gentlemen:

I represent CH Retail Fund II/Chicago Clearwater, L.L.C., a Delaware limited liability company ("**CHR**"). This letter shall serve as a formal request for approval under the Declaration (as defined on Exhibit A attached hereto). All capitalized terms used but not defined herein shall have the meanings given in the Declaration unless otherwise specified herein.

CHR is the owner of Lot 5, and 1620 Ralph Avenue Corp. is the owner of Lot 4 under the Declaration, as shown on the site plan attached hereto as Exhibit B. CHR desires to lease (the "**Contemplated Lease**") a portion of the building currently located on Lot 5 to a tenant operating as a "Smile Partners USA" or "Oakbrook Dental Group", which Contemplated Lease permits the following use: "the operation of a dental practice offering general dentistry, ortho dentistry, pediatric dentistry, and oral surgery" (the "**Permitted Use**").

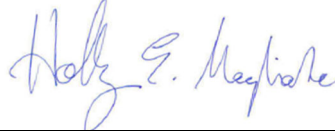
Section 2A of the 1st Amendment (as defined in Exhibit A attached hereto) contains the following restriction: "No Owner shall allow its Parcel to be leased or used for any of the prohibited uses listed on Exhibit E, attached hereto and made a part hereof" Exhibit E to the 1st Amendment contains the following restriction: "No portion of the Combined Property shall be used or occupied for . . . [a] medical office or clinic"

CHR requests that 1620 Ralph Avenue Corp. approve the Permitted Use on Lot 5. You may evidence such approval by executing and returning to me (hmagliolo@winstead.com) a signed copy of the approval below.

Should you have any questions concerning the foregoing matters, please do not hesitate to contact me.

Very truly yours,

WINSTEAD PC



By: _____
Holly E. Magliolo

APPROVED AS OF 12/6, 2024.

1620 Ralph Avenue Corp.

By: Deborah M Pyznarski agent for Ownership
Name: Deborah M Pyznarski, agent for Ownership
Title: Senior General Manager

cc: Nick Pittari (npittari@crowholdings.com)

EXHIBIT A

DECLARATION

The "**Declaration**" means, collectively, the following:

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2728 N. Harwood Street 214.745.5400 OFFICE
Suite 500 214.745.5390 FAX
Dallas, Texas 75201 winstead.com

hmagliolo@winstead.com 214.745.5117 DIRECT

November 12, 2024

VIA OVERNIGHT DELIVERY:

MD5 Oak Brook LLC
417 1st Avenue SE
Cedar Rapids, Iowa 52401

*Owner of Lot 1 inline (portion of 06-24-308-021)
2030-2060 York Road
Oak Brook, IL*

VIA OVERNIGHT DELIVERY:

Simmons Perrine
115 Third Street SE, Suite 1200
Cedar Rapids, Iowa 52401

Re: **REQUEST FOR APPROVAL UNDER DECLARATION** – Lease to Tenant
operating a dental practice

Ladies and Gentlemen:

I represent CH Retail Fund II/Chicago Clearwater, L.L.C., a Delaware limited liability company ("**CHR**"). This letter shall serve as a formal request for approval under the Declaration (as defined on Exhibit A attached hereto). All capitalized terms used but not defined herein shall have the meanings given in the Declaration unless otherwise specified herein.

CHR is the owner of Lot 5, and MD5 Oak Brook LLC is the owner of a portion Lot 1 under the Declaration, as shown on the site plan attached hereto as Exhibit B. CHR desires to lease (the "**Contemplated Lease**") a portion of the building currently located on Lot 5 to a tenant operating as a "Smile Partners USA" or "Oakbrook Dental Group", which Contemplated Lease permits the following use: "the operation of a dental practice offering general dentistry, ortho dentistry, pediatric dentistry, and oral surgery" (the "**Permitted Use**").

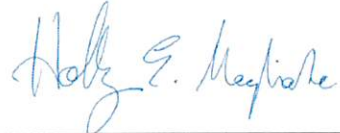
Section 2A of the 1st Amendment (as defined in Exhibit A attached hereto) contains the following restriction: "No Owner shall allow its Parcel to be leased or used for any of the prohibited uses listed on Exhibit E, attached hereto and made a part hereof" Exhibit E to the 1st Amendment contains the following restriction: "No portion of the Combined Property shall be used or occupied for . . . [a] medical office or clinic"

CHR requests that MD5 Oak Brook LLC approve the Permitted Use on Lot 5. You may evidence such approval by executing and returning to me (hmagliolo@winstead.com) a signed copy of the approval below.

Should you have any questions concerning the foregoing matters, please do not hesitate to contact me.

Very truly yours,

WINSTEAD PC



By: _____
Holly E. Magliolo

APPROVED AS OF Nov. 13, 2024.

MD5 Oak Brook LLC



By: _____
Name: Tiffany Williams
Title: manager

cc: Nick Pittari (npittari@crowholdings.com)

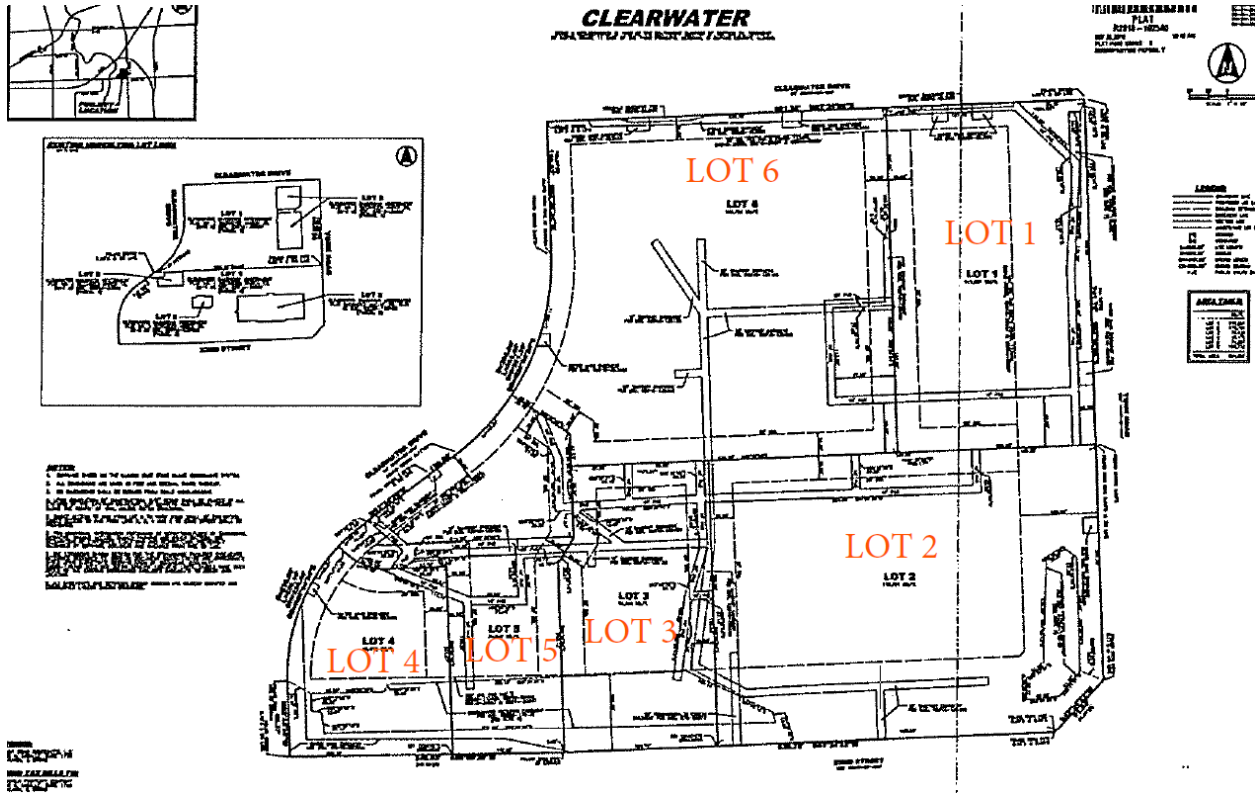
EXHIBIT A

DECLARATION

The "**Declaration**" means, collectively, the following:

1. Third Amended and Restated Reciprocal Easement, Maintenance and Use Declaration, dated August 8, 2018, and recorded August 22, 2018, in the DuPage County Recorder's Office as Instrument No. R2018-078944 (the "**Original Declaration**"); and
2. First Amendment to Third Amended and Restated Reciprocal Easement, Maintenance and Use Declaration, dated July 3, 2019, and recorded July 10, 2019, in the DuPage County Recorder's Office as Instrument No. R2019-056433 (the "**1st Amendment**").

SITE PLAN



K

FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT NO. 1002-264513-RTT - SCHEDULE A EXHIBIT A:

The Land referred to herein below is situated in the County of DuPage, State of IL, and is described as follows:

PARCEL 1:

LOT 5 IN CLEARWATER RESUBDIVISION, BEING A RESUBDIVISION IN PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CLEARWATER RESUBDIVISION RECORDED SEPTEMBER 22, 2016 AS DOCUMENT R2016-102540, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, PARKING AND UTILITIES AS SET FORTH IN THE THIRD AMENDED AND RESTATED RECIPROCAL EASEMENT, MAINTENANCE AND USE DECLARATION, RECORDED AUGUST 22, 2018 AS DOCUMENT R2018-078944, IN DU PAGE COUNTY, ILLINOIS.

FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT NO. 1002-264513-RTT - SCHEDULE B, SECTION II:

Numbers correspond with survey-related Schedule B exception items contained in the above referenced Title Commitment.

10. This item has been intentionally deleted.

11. Second Amended and Restated Reciprocal Easement, Maintenance and Use Declaration recorded September 24, 2008 as document R2008-144362 and rerecorded October 30, 2008 as document R2008-160370.

First Amendment to Second Amended and Restated Reciprocal Easement, Maintenance and Use Declaration recorded October 27, 2011 as document R2011-129365.

Assignment of Rights Under Declaration recorded June 16, 2015 as document R2015-064243.

Third Amended and Restated Reciprocal Easement, Maintenance and Use Declaration recorded August 22, 2018 as document R2018-078944.
(AFFECTS THE SUBJECT PROPERTY - NO PLOTTABLE ITEMS)

12. Declaration of Stormwater Facilities Easements, Covenants, Conditions and Restrictions, recorded December 17, 2008 as document R2008-178190, by and between the Village of Oak Brook, an Illinois Municipal Corporation and York Road EW, LLC, A Delaware limited liability company, and the terms, provisions and conditions contained therein.
(AFFECTS THE SUBJECT PROPERTY - PLOTTED AND SHOWN HEREON)

13. This item has been intentionally deleted.

14. This item has been intentionally deleted.

15. Grant of Easement Plat for watermain, storm sewer and sidewalk to the Village of Oak Brook and a Plat of Vacation of storm sewer easement, recorded February 22, 2010 as document R2010-023909, as shown depicted on the Survey.
(AFFECTS THE SUBJECT PROPERTY - PLOTTED AND SHOWN HEREON)

16. Easement Grant recorded September 22, 2010 as document R2010-126156, to Flogg Creek Water Reclamation District, a Municipal corporation for the purposes of a sewage conveyance system, as shown depicted on the Survey.
(AFFECTS THE SUBJECT PROPERTY - PLOTTED AND SHOWN HEREON)

17. Building setback lines of 100 feet and 30 feet as shown on Plat of Clearwater Resubdivision recorded September 22, 2016 as document R2016-102540.

(See Plat for exact locations)
(AFFECTS THE SUBJECT PROPERTY - PLOTTED AND SHOWN HEREON)

18. 10 foot public utility easements and the provisions contained therein as shown on the Plat of Clearwater Resubdivision recorded September 22, 2016 as document R2016-102540.

(See Plat for exact locations and particulars)
(AFFECTS THE SUBJECT PROPERTY - PLOTTED AND SHOWN HEREON)

19. This item has been intentionally deleted.

20. This item has been intentionally deleted.

21. This item has been intentionally deleted.

22. Ordinance (2013-ZO-SU-EX-S-1378) recorded June 27, 2014 as document R2014-055419, and the terms, provisions and conditions contained therein.
(AFFECTS THE SUBJECT PROPERTY - NO PLOTTABLE ITEMS)

23. Ordinance (2013-ZO-SU-EX-S-1380) recorded June 27, 2014 as document R2014-055420, and the terms, provisions and conditions contained therein.
(DOES NOT AFFECT THE SUBJECT PROPERTY)

24. Ordinance (2013-ZO-SU-EX-S-1381) recorded June 27, 2014 as document R2014-055421, and the terms, provisions and conditions contained therein.
(AFFECTS THE SUBJECT PROPERTY - NO PLOTTABLE ITEMS)

25. Ordinance (2015-ZO-V-EX-S-1431) recorded January 7, 2016 as document R2016-001685, and the terms, provisions and conditions contained therein.
(AFFECTS THE SUBJECT PROPERTY - NO PLOTTABLE ITEMS)

26. Ordinance (2015-ZO-SU-EX-S-1432) recorded January 7, 2016 as document R2016-001686, and the terms, provisions and conditions contained therein.
(AFFECTS THE SUBJECT PROPERTY - NO PLOTTABLE ITEMS)

27. Ordinance (2016-ZO-V-EX-S-1474) recorded November 1, 2016 as document R2016-120341, and the terms, provisions and conditions contained therein.
(AFFECTS THE SUBJECT PROPERTY - NO PLOTTABLE ITEMS)

28. Ordinance (2016-ZO-V-EX-S-1473) recorded November 1, 2016 as document R2016-120342, and the terms, provisions and conditions contained therein.
(AFFECTS THE SUBJECT PROPERTY - NO PLOTTABLE ITEMS)

29. Ordinance (2018-ZO-SU-EX-S-1536) recorded June 22, 2018 as document R2018-056813, and the terms, provisions and conditions contained therein.
(DOES NOT AFFECT THE SUBJECT PROPERTY)

PARKING:

84 Parking Spaces
3 Handicapped Spaces
87 Total Parking Spaces

TOTAL LAND AREA:

1.713 Acres
74,637 Square Feet

FLOOD ZONE:

By scaled map location and graphic plotting only, the subject property does not lie within a Special Flood Hazard Area according to the Flood Insurance Rate Map for the County of DuPage, in the State of Illinois, Community Panel No. 170A3C0606H, Effective Date December 16, 2004. (Panel not printed.)

MISCELLANEOUS NOTES:

- There is direct access to the subject property via Clearwater Drive, a public right-of-way.
- The locations of all utilities shown on the survey are from visible surface evidence only.
- The posted address on site is 2103 Clearwater Drive, Oak Brook, Illinois.
- At the time of this survey, there was observable surface evidence of earth moving work, building construction or building additions within recent months.
- At the time of this survey, there was no observable evidence of the subject property being used as a solid waste dump, sump or sanitary landfill.
- At the time of this survey, there was no observable evidence of any recent change in street right-of-way lines either completed or proposed, and available from the controlling jurisdiction.
- At the time of this survey, there was no observable evidence of any recent street or sidewalk construction or repairs.
- The Property surveyed and shown hereon is the same property described in Schedule A of First American Title Insurance Company Title Commitment No. 1002-264513-RTT with a commitment date of December 6, 2016.

BASIS OF BEARING:

The basis for all bearings shown hereon is Geodetic North based on a GPS static session, with a reference line of S 56°46'23" E being the North line of the subject property.

ENCROACHMENTS:

At the time of this survey, there was no visible evidence of encroachments or violations.

ZONING:

Zoning Classification: O-4 (Office District)

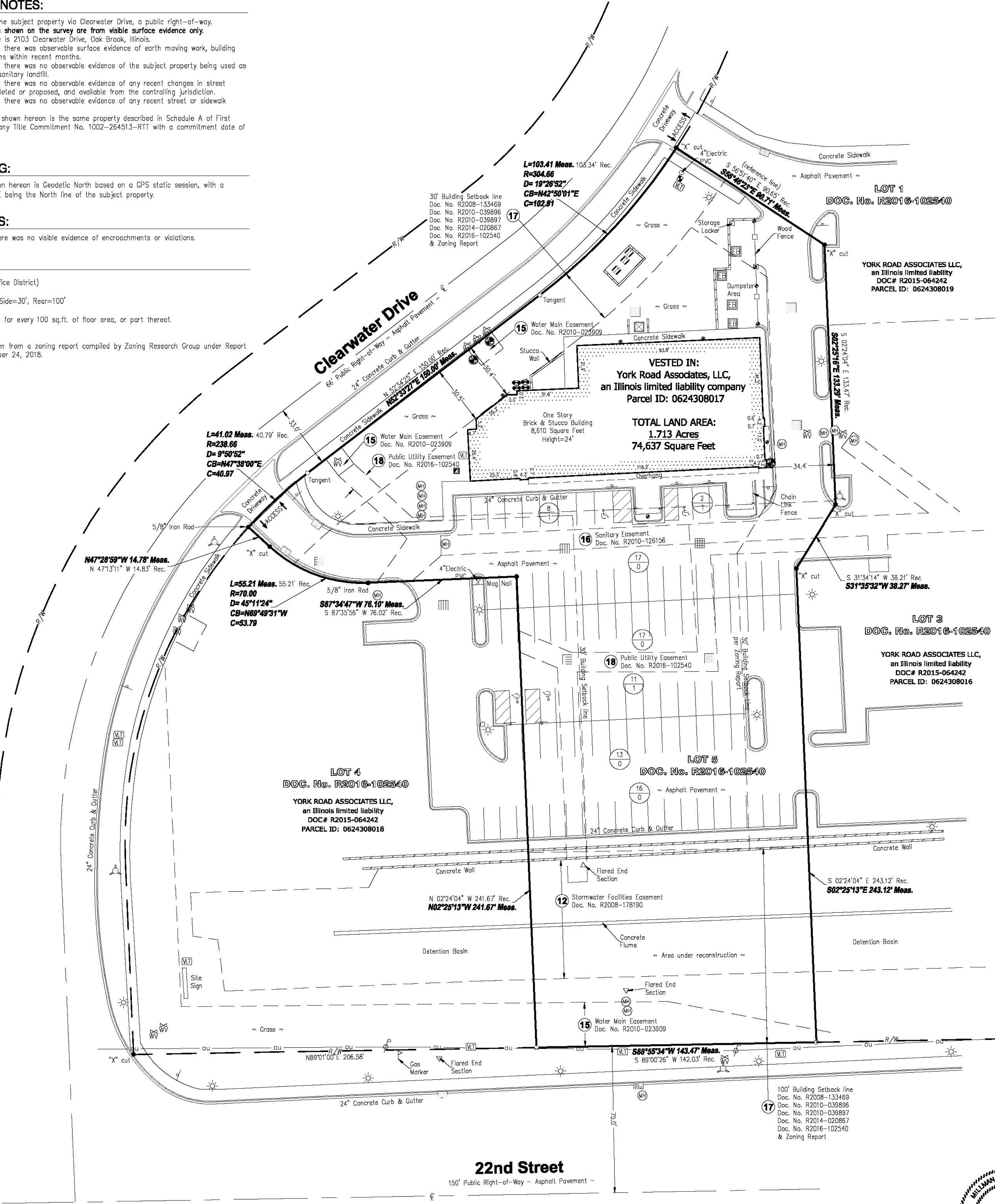
Permitted Use: Yes

Building Setbacks: Front=30', Side=30', Rear=100'

Maximum Building Height: 118'

Parking Ratio: 1 parking space for every 100 sq.ft. of floor area, or part thereof.

This zoning information is taken from a zoning report compiled by Zoning Research Group under Report No. 18CH-0033, dated November 24, 2018.



SYMBOL LEGEND

- | | |
|-------|--------------------------------|
| R/W | Right-of-Way |
| ● | Centerline |
| ○ | Monumentation Found as Noted |
| ○ | 1/2" rebar w/Cap Set |
| ○ | "J.Norwood" 035-003795" |
| ○ | No. of Regular Parking Spaces |
| ○ | No. of Handicap Parking Spaces |
| ○ | Handicap Space |
| ○ | Curb Inlet Basin w/ Grate |
| ○ | Catch Basin |
| ○ | Manhole |
| ○ | Water Valve |
| ○ | Fire Hydrant |
| ○ | Utility Vault |
| ○ | Utility Pedestal |
| ○ | Sign |
| ○ | Underground Utility Marker |
| ○ | Roof Drain |
| ○ | Ballard Post |
| ○ | Spinkler Control Valve |
| ○ | Electric Transformer |
| ○ | Electric Box |
| ○ | Cable T.V. Pedestal |
| ○ | Electric Pedestal |
| ○ | Telephone Pedestal |
| ○ | Gas Meter |
| ○ | Light Pole |
| ○ | Utility Pole |
| ○ | Fence (As Noted) |
| ○ | Wood Fence (As Noted) |
| ○ | Overhead Utilities |
| ○ | Wall |
| ○ | No Parking Area |
| ○ | Building Area |
| R | Radius |
| L | Arc Length |
| C | Chord Length |
| CB | Chord Bearing |
| D | Delta |
| Rec. | Record |
| Meas. | Measured |

GPS POINT DATA:

A Carlson BRX-5 (Triple Frequency) GPS was used to perform all or part of this survey. Real Time Kinematics (RTK) and Static Control were utilized. This survey was done in accordance to the current Federal Geodetic Control Standards.

POINT SCALE: 0.99998867
CONVERGENCE [DECIMAL DEGREES]: 0.26780556
COMBINED FACTOR: 0.99996230
SPC ZONE (1201)
DATUM USED:
HORIZONTAL: NAD83
VERTICAL: NAVD 88
DERIVED BY: (GPS STATIC POINT)

CERTIFICATION:

To: CH Retail Fund II/Chicago Clearwater, L.L.C.; Wick Phillips Gould & Martin, LLP; CH RETAIL/ACQUISITIONS II, L.L.C., a Delaware limited liability company; Republic of Texas, Inc., and First American Title Insurance Company.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a), 7(c), 7(s)(1), 7(c), 8, 9, 13, 14, 16, 17 and 20 of Table A thereof. The field work was completed on November 7, 2018.

Date of Plot or Map: November 13, 2018.

[Signature]

John Mark Norwood, PLS
705 Cedarwood 100
Athens, Tennessee 37303
(423) 920-7273
Illinois Professional Land Surveyor Number: 035-003795
License Renewal Date: 30 November 2020

This Professional Service Conforms to the Current Illinois Minimum Standards for a Boundary Survey.



REVISION HISTORY

BY:	DATE:	COMMENT:
JMN	11/7/18	FIELD VISIT
MR	11/13/18	PRELIMINARY SUBMITTED
JMN	11/21/18	REDLINES
EMG	12/10/18	CLIENT COMMENTS
EMG	12/12/18	REVISED TITLE & CLIENT COMMENTS
EMG	12/13/18	REVISED TITLE COMMITMENT
EMG	12/14/18	CLIENT COMMENTS

millman
National Land Services

Transforming the Industry
Surveying
Zoning
Environmental

Real Support - Title Review

Millman Surveying, Inc.
Corporate Headquarters
4111 Bradley Circle NW
Canton, OH 44718

Phone: 800-520-1010

Fax: 330-342-0834

www.millmanland.com

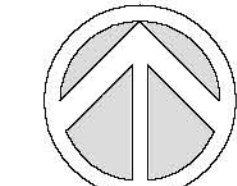
landsurveyors@millmanland.com

ALTA/NSPS LAND TITLE
SURVEY PREPARED FOR:

Crow Holdings
Capital Real Estate

3819 Maple Avenue
Dallas, Texas 75219

2103-2119 Clearwater Drive
City of Oak Brook
County of DuPage
State of Illinois



GEODETIC NORTH

GRAPHIC SCALE

0 30' 60'
1 INCH = 30 FT.



Surveyor's Seal

Sheet No. **1** of **1**

Project No. 44123

PC: E. Ford

PM: M. Ringer

Drafter: J. Ortiz



ITEM 8.B.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
February 25, 2025

SUBJECT: The Midwest Club Annex Final Plat

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to concur with the recommendation from the Planning & Zoning Commission to approve the proposed Midwest Club Annex Final Plat of Subdivision, subject to the following conditions:

- A Subdivision Improvement Agreement (SIA) is required;
- Landscape and fencing shall be similar to the rest of the Midwest Club subdivision;
- Final engineering approval prior to recording of the Plat;
- Recording of the document by Village staff;
- Add the condition "Notwithstanding the attached exhibits, the applicant shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived";

and to direct the Village Attorney to draft a Resolution for consideration at the March 11, 2025 Village Board meeting.

Background/History:

The Midwest Club HOA, owners of 2222 35th Street, submitted a petition requesting approval of a final plat to subdivide one existing parcel into three (3) residential lots and one (1) common access drive lot, consisting of approximately 114,000 square-feet in total. The property was recently rezoned from the R-3, Residence District to R-1 and will become part of The Midwest Club HOA.

At their meeting on February 5, 2025, the Planning & Zoning Commission reviewed and deliberated on the petition. One member of the public spoke to the commission in support of the requested subdivision. The Planning & Zoning Commission discussed the plat and asked about the reason(s) for the request. The questions were answered to the satisfaction of the Planning & Zoning Commission.

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

By a vote of 5 to 0, the Planning & Zoning Commission recommended approval of the final plat for the Midwest Club Annex as presented.

Recommendation:

Staff recommends that the Village Board concur with the recommendation from the Planning & Zoning Commission approving the Final Plat of subdivision for the Midwest Club Annex and direct the Village Attorney to draft a Resolution for consideration at the March 11, 2025 Village Board meeting.

Attachments:

1. Exhibits - 2222 35th Street



VILLAGE OF OAK BROOK *Illinois*

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

February 14, 2025

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

Subject: 2222 35th Street – Final Plat of Subdivision

Dear Village President and Board of Trustees:

Background

The Planning & Zoning Commission completed its review and deliberations at its meeting held on February 5, 2025 on a petition from The Midwest Club HOA, owner of the property located 2222 35th Street seeking approval of a final plat. The proposed subdivision creates four (4) lots, three (3) single-family home lots and one (1) common area access lot which will be incorporated into The Midwest Club.

The Commission was in receipt of the village's consulting engineers written review and that approval of the final plat and any future revision would be subject to his review and approval prior to recording.

See the application, proposed plat and other relevant materials in the case file for additional information regarding the requested final plat.

Public Comment

All interested parties were notified of the public meeting. One person appeared in support of the petition.

Planning & Zoning Commission Recommendation

By a vote of 5 to 0, the Planning & Zoning Commission recommended approval of the final plat subject to the following conditions:

- A Subdivision Improvement Agreement (SIA) is required.
- Landscape and fencing shall be similar to the rest of the Midwest Club subdivision.
- Final engineering approval prior to recording of the Plat.
- Recording of the document by Village staff.
- Add the condition "Notwithstanding the attached exhibits, the applicant shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived."

February 14, 2025
Village President and Board of Trustees
RE: 2222 35th Street – Final Plat
Page 2

Very truly yours,

A handwritten signature in black ink, appearing to read "Wayne Ziemer", is written over a horizontal line.

Wayne Ziemer
Vice Chairman
Planning & Zoning Commission

Member Cappetta was concerned with replacing retail with a service, but was in support of the petition due to residents not having to travel far in order to continue visiting Oak Brook Dental Group.

Campbell Wickland, 1 Parkview Plaza, Oakbrook Terrace, IL, a representative of MidAmerica Asset Management, agent for the owner of the property, provided information regarding commercial leases in today's world. She said that approximately 25% to 30% of retail spaces are now occupied by service type uses. She also mentioned prohibited restaurant uses at that location due to existing surrounding restaurant owners. They received approval from surrounding property owners for this special use.

Dr. John Hartman of Oak Brook Dental Group said he has worked in Oak Brook since 1991 and would like to remain in Oak Brook.

Vice Chairman Ziemer stated that the applicant testified to the special factors and that they were also submitted in the case file.

Motioned by Member Wilczak, seconded by Member DiBernardo to recommend approval of the special use, subject to the following conditions:

1. The applicant shall provide information on trash collection, storage and circulation.
2. All sign proposals shall comply with the applicable sign code regulations of the Oak Brook zoning ordinance unless otherwise modified or varied.
3. Add the provision "Notwithstanding the attached exhibits, the applicant shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived."
4. Recording of the document by Village Staff.

ROLL CALL:

Ayes: 5 – Vice Chairman Ziemer, Members Cappetta, DiBernardo, Pontrelli and Wilczak. Motion carried.

Absent: 4 - Chairman Iyer, Members Bulin, Hasan and Nimry

Vice Chairman Ziemer announced that the public hearing for this matter was concluded.

5.

B. 2222 35TH STREET - THE MIDWEST CLUB HOA – FINAL PLAT

2222 35TH STREET -
THE MIDWEST CLUB
HOA – FINAL PLAT

Vice Chairman Ziemer announced the commencement of the public meeting for the petition.

Rob Day, 1100 Midwest Club Parkway provided background regarding the purchase of the property that was rezoned from district R-1 to R-3 and said they were now seeking to add three lots to the Midwest Club HOA.

Jiunguang Lin, 1661 Aucutt Road, Montgomery, IL, civil engineer at Ridgeline Consultants explained the technical aspects of the project.

- Watermain
- Proposed Fire Hydrant
- New Sanitary Main
- Stormwater Management – Create a new swale to the existing detention pond. Also, increase the high-water level by approximately 1 foot.

Mr. Lin felt that the design was satisfactory and would not have any adverse effect on the surrounding neighbors. He then addressed comments provided in the staff report.

Beverly Taylor, Midwest Club HOA president thought that the abandoned lot at 2222 35th Street was neglected and would now be a beautiful part of the Midwest Club.

Elaine Zannis, 150 Briarwood, Oak Brook was in favor of the project.

Member DiBernardo questioned the fence and the bike path.

Mr. Day explained the plan for the new fenced area and showed the bike path on a slide.

Member Wilczak questioned the addressing of the three (3) new parcels.

Director Von Drasek explained that village staff would assign those addresses.

Motioned by Member DiBernardo, seconded by Member Pontrelli to recommend approval of the final plat of subdivision, subject to the following conditions:

1. A Subdivision Improvement Agreement (SIA) is required.
2. Landscape and fencing shall be similar to the rest of the Midwest Club subdivision.
3. Final engineering approval prior to recording of the Plat.
4. Recording of the document by Village staff.

5. Add the condition “Notwithstanding the attached exhibits, the applicant shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived.”

ROLL CALL:

Ayes: 5 – Vice Chairman Ziemer, Members Cappetta, DiBernardo, Pontrelli and Wilczak. Motion carried.

Absent: 4 - Chairman Iyer, Members Bulin, Hasan and Nimry

Vice Chairman Ziemer announced that the public meeting for this matter was concluded.

5.

C. A&E LUXURY BUILDERS, INC. 23 CONCORD DRIVE – FAR VARIATION

A&E LUXURY BLDS
23 CONCORD DR –
FAR VAR

Vice Chairman Ziemer announced the commencement of the public meeting for the petition and swore in everyone that was presenting for the petition.

Planner Raman provided an overview of the petition.

John Green, Civil Engineer at Engineering Resource Associates, 3S701 West Ave, Warrenville, IL mentioned that the petition was referred to the P&Z by the village board with a recommendation to modify the new zoning regulations related to FAR and to consider removing the basement for the calculation. He believed the proposed home was consistent with other new homes in the area. Other than the newly adopted FAR regulations, all other zoning regulations were met. He also mentioned that the grading of the property was unique and allowed the proposed home to place the garage mostly below grade, similar to the existing home and to prevent bulk. He said that if the first and second floors were calculated without the garage and basement the house would be compliant. He also indicated that the lot has always been non-conforming in the R-4 district since it's approximately 15,000 square-feet instead of the required 18,000 square-feet.

Vice Chairman Ziemer asked the height of the ceilings on the third floor.

Pete Baftiri, owner of A&E Luxury Builders and of 23 Concord Drive explained that the third-floor area would be reserved for an attic and approximately 10-12 feet tall. He said the windows shown within the roof area are dormers and there will be no living space there.

Third-floor elevations were not included in the presentation nor the case file.

VILLAGE OF OAK BROOK – PLANNING & ZONING COMMISSION REVIEW

PROJECT	PERMIT NO.	REVIEW NO.	STATUS
2222 35 th Street – Final Plat	2025 02 SR FP	2	Not Approved

EZA Engineering received the following permit submittal documents on January 31, 2025:

DOCUMENT	PREPARED BY	SHEETS	DATE
Midwest Club Annex	Ridgeline Consultants	2	1-30-25
Responses for Review Letter	Ridgeline Consultants	1	-

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

GENERAL COMMENTS

1. The Preliminary Plat and Final Plat of Subdivision will go to the Planning & Zoning Commission (PZC) together. This proposed subdivision does not require separate PZC meetings for the preliminary and final plats. A response to this comment is not necessary.
2. Provide an itemized comment response letter in the next submittal.

PRELIMINARY PLAT

3. Title 14-3-3 – The Preliminary Plat (preliminary engineering plans) was not revised and resubmitted. Please resubmit for review.
4. Title 14-3-3.A.4 – Provide the names and addresses of the owner and subdivider having control of the tract and the surveyor who prepared the plat.
5. Title 14-3-3.B.2 – The area of Lot 4 (Private Road – Midwest Club Court 17) is not consistent from the Preliminary Plat to the Final Plat. Revise accordingly.
6. Title 14-3-3.B.3 – Indicate the existing zoning district in the proposed subdivision and all adjacent tracts. This would ideally be shown on sheet 1 of the preliminary plat.
7. Title 14-3-3.B.6 – Revise the Vicinity Map to be drawn to scale and not less than 1"=1,000'. Indicate the approximate location of the subdivision on the Vicinity Map.
8. Title 14-3-3.C.6 – The three new lots are proposed to be zoned R3. Please indicate on sheets 2 and 3 of the Preliminary Plat.
9. Title 14-3-3.C.7 – Please label the new private road as **MIDWEST CLUB COURT SEVENTEEN (PRIVATE ROAD)**. The intent is to remain consistent with the naming conventions used throughout the Midwest Club subdivision.
10. Title 14-3-3.C.7 – Provide clarification on the Unrestricted Area in the southeast corner of the subdivision. If it is only to show how much tributary area on the development site is not tributary to the detention facility, this is understood and note and hatching can be removed from the Preliminary Plat.

11. Title 14-3-3.C.8 – A Stormwater submittal will be required at permitting for the stormwater detention facility. For the purposes of the Planning & Zoning Commission, please provide a stormwater narrative to document the stormwater detention approach and demonstrate compliance with the VOBSFPO.
 - Please note it is unclear how the detention calculations can be performed using a 2” restrictor, while the existing detention basin appears to utilize a 12” diameter pipe as the restrictor and there are no proposed modifications to the “control structure”.
12. Title 14-3-3.C.8 – The proposed impervious area is indicated at 1.49 acres. Please calculate the proposed impervious area as follows:

The maximum allowable lot coverage for Lots 1-3 is 37.5%. At a total area of 82,731 SF, please use 31,024 SF of impervious area for Lots 1-3. The impervious area for the private road (including the area of the connection to the existing cul-de-sac) appears to be approximately 16,000 SF. Therefore, the detention calculation requirement may be able to be based on an impervious area of 1.08 acres instead of 1.49 acres. Revise accordingly.
13. Title 14-3-3.C.8 – Stormwater flow routes shall be sized to convey the 100-year rainfall event to the detention facility. It appears the curbs on the private road will be used to convey 100-year event. Provide calculations to define the inundation, depth of flow and demonstrate compliance. Indicate the 100-year conveyance route on the Preliminary Plan. This may require upsizing of the existing 2’x3’ box culvert and associated storm structures under the existing private road.
14. Title 14-3-3.C.8 – Storm sewers and inlet structures shall be sized to convey the 10-year rainfall event. Please extend the upstream end of the storm sewer to the south to at least the north property line of Lot 3. It would be preferable to provide a pair of curb inlets at this location to assist in conveying the 100-year event. It would also provide a sump pump discharge connection point for the Lot 3 residence.
15. Title 14-3-3.C.8 – Provide confirmation from the Flagg Creek Water Reclamation District that the proposed sanitary sewer extension concept is acceptable.

FINAL PLAT OF SUBDIVISION

16. Title 14-4-2.E.1 – Provide a cost estimate for the proposed subdivision improvements (roadway, detention facility modification, storm sewer, sanitary sewer, water main, light poles, etc.).
17. Title 14-4-2.E.1 – Please note that an engineering permit and Stormwater Management Certification application will be required to construct the subdivision land improvements, as a requirement of the subdivision approval. A response to this comment is not necessary.
18. Title 14-4-4.A – Provide a Subdivision Improvement Agreement (SIA) for review and approval. SIA requirements are found in this section of the Village Code.
19. Title 14-4-4.B – Please note that a subdivision security will be required for the construction of the subdivision land improvements. The security shall be executed and delivered to the Village prior to recording of the final plat. A response to this comment is not necessary.



OAK BROOK
Illinois

ITEM 5.B

**2222 35th Street Midwest HOA
Final Plat**

INDEX

PAGE	CONTENTS
6-6.d	Staff Report dated January 17, 2025 with Staff Additional Correspondence
5	Response with updated Final Plat dated January 30, 2024
4	Engineering Review dated December 17, 2024
3	Resident Letter dated January 17, 2025
	Board of Trustees Referral Meeting Minutes dated January 14, 2025 (not included)
2	Referral Memo Village Board Agenda January 14, 2025
1-1.a	Subdivision Regulations – Plats Required Section 14-3-1 and 14-3-2

Application Materials

A	Subdivision Application – Final Plat
B-B.1	Surrounding Property Owners
C	Certification of Surrounding Property Owners
D-D.1	Subject Property Verification
E	Demo Plan December 17, 2024
F	Preliminary Site Plan December 20, 2024
G	Engineering Improvement Plans dated December 20, 2024
H	Final Plat dated December 17, 2024
I	Detention Basin Sizing dated December 14, 2024
J	Plat of Survey dated December 17, 2024

VILLAGE OF OAK BROOK
Planning & Zoning Commission

STAFF REPORT

DATE: January 17, 2025

FILE NOS: 2025-2-SR-FP

DESCRIPTION: Final Plat of Subdivision

PETITIONERS: The Midwest Club
1100 Midwest Club Parkway
Oak Brook, IL 60523

LOCATION: North of 35th St and West of the intersection with Midwest Road.

ADDRESS: 2222 35th Street

ACREAGE: 2.58 acres

EXISTING ZONING/USE: R-1 Single-Family Detached Residence District, single-family home.

ZONING/USE OF SURROUNDING PROPERTY:

North:	R-3, Single-Family Detached Residence District, single family homes
South:	Midwest Road, Westmont
East:	R-3, Single-Family Detached Residence District, single family homes
West:	R-3, Single-Family Detached Residence District, single family homes

DISCUSSION:

The applicant, and owner, The Midwest Club (association), has submitted a petition seeking approval of a Final Plat of Subdivision. This proposal includes three single-family home lots which would be incorporated into The Midwest Club. The parcel currently consists of a single-family home and a shed. The subdivided three parcels is proposed to have access from the Midwest Club subdivision removing the existing access to 35th Street.

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

STAFF COMMENTS:

1. The 2.58 acre property located at 2222 35th Steet was approved for a Map Amendment and rezoned from R-1 to R-3, by the Board on November 12, 2024.

**STAFF REPORT – FINAL PLAT
THE MIDWEST CLUB – 2222 35TH ST
CASE NO. 2025-2-SR-FP**

2. The subject parcel existed as a part of Midwest Estates subdivision in 1958 (R1958-895798) and was annexed into Oak Brook, along with the Midwest Club and part of Saddle Brook, in 1963.
3. The 1990 Village of Oak Brook Comprehensive Plan identifies the land use for the subject property as Single-Family Residential.
4. The proposal complies with the minimum lot size and setback requirements for the R-3 Single-Family Detached Residence District. The final plat creates four (4) lots of 25,020 SF, 25,525 SF and 32,186 SF and an access drive.
5. The final subdivision plat includes easements for each subdivided parcel.
6. Staff notes the layout could be modified to reduce the amount of asphalt and adding area to the lots.
7. Staff also notes that this design will require removal of several trees along the east of the property line.
8. The Village Engineer has reviewed this submittal, and his comments are summarized in the January 10, 2025 memorandum included in the case file.
9. Public Works review- presence of bike path.
10. Fire Department review comments are attached.
11. This property is not located in the regulatory floodplain.

RESPONSIBILITIES OF HEARING BODIES:

The Planning & Zoning Commission has the responsibility to make a recommendation on this request for a subdivision. Please include in your consideration, your findings with respect to the standards specified in the Zoning Ordinance for a Final Plat of Subdivision. The materials submitted by the applicant specifically addresses these standards.

CONCLUSION:

Based on the information provided, if it is the opinion of the Planning & Zoning Commission that the applicant has satisfied the requirements of the Subdivision Regulations for approval of the final plat, a recommendation would be in order to approve this request as presented, subject to the following conditions:

- A Subdivision Improvement Agreement (SIA) is required.
- Landscape and fencing shall be similar to the rest of the Midwest Club subdivision.
- Final engineering approval prior to recording of the Plat.
- Recording of the document by Village staff.

STAFF REPORT – FINAL PLAT
THE MIDWEST CLUB – 2222 35TH ST
CASE NO. 2025-2-SR-FP

- Add the condition “Notwithstanding the attached exhibits, the applicant shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived.”

Respectfully Submitted,



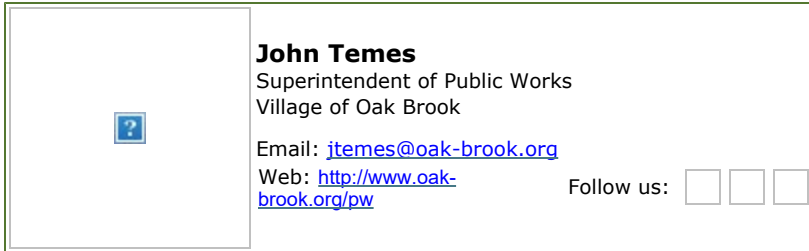
Rama Raman
Village Planner

From: [John Temes](#)
To: [Cathy Chiarelli](#)
Cc: [Timothy O'Malley, BBA](#); [Rebecca Von Drasek, MPA](#)
Subject: RE: 2222 35th St- Final Plat of Subdivision
Date: Friday, January 31, 2025 2:08:04 PM

Public Works reserves the right to review the final utility plans.

Thank You

John Temes



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Electronic messages sent to and from the Village of Oak Brook may be subject to discovery under the IL Freedom of Information Act.

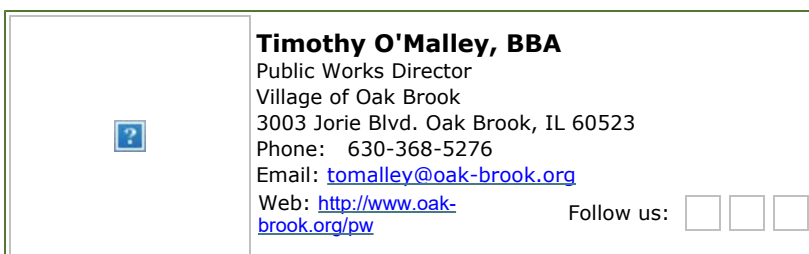
Think Green! Please consider our environment before printing this electronic message.

From: Timothy O'Malley, BBA <tomalley@oak-brook.org>
Sent: Tuesday, January 21, 2025 1:13 PM
To: John Temes <jtemes@oak-brook.org>; Shawn Rice <srice@oak-brook.org>
Subject: FW: 2222 35th St- Final Plat of Subdivision

The watermain is on Sheet 3. The new main appears to connect at North & South ends of the project.

Thank You,

Timothy O'Malley, BBA



This electronic message and any attached files contain information intended for the exclusive use of the individual(s) or entity to whom it is addressed and may contain information that is sensitive, proprietary, confidential and/or exempt from disclosure under applicable law, including protected health information (PHI). If you are not the intended recipient or the employee or agent, you are hereby notified that any viewing, copying, disclosure or distribution of the information may be subject to legal restriction or sanction and is strictly prohibited. If you have received this communication in error, please notify the sender by return electronic message or telephone, and destroy the original message without making any copies. Unless otherwise stated, any opinions expressed in this electronic message are those of the author and are not endorsed by the Village.

Electronic messages sent to and from the Village of Oak Brook may be subject to discovery under the IL Freedom of Information Act.

From: [Kevin Fleege](#)
To: [Rama Raman](#); [Timothy O'Malley, BBA](#)
Cc: [John Temes](#); [Rebecca Von Drasek, MPA](#); [Cathy Chiarelli](#)
Subject: RE: 2222 35th St- Final Plat of Subdivision
Date: Thursday, January 16, 2025 8:18:27 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

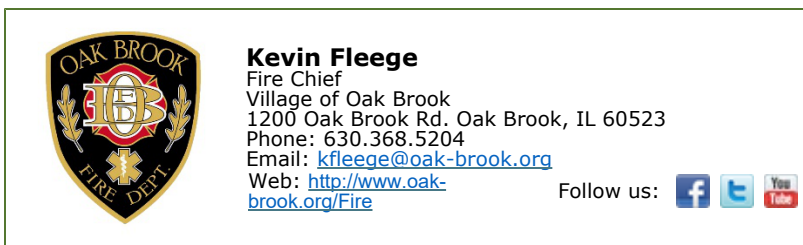
Hello,

For the FD:

- FD assumes the three new addresses will be off Court 17 – (17xx)
- What is the plan for hydrant spacing / hydrant location / hydrant grid in the area of the new lots?
- The culdesac turning radius ideally needs to accommodate for our ladder truck

Best Regards,

Kevin



From: Rama Raman <rraman@oak-brook.org>
Sent: Thursday, January 16, 2025 11:04 AM
To: Timothy O'Malley, BBA <tomalley@oak-brook.org>; Kevin Fleege <kfleege@oak-brook.org>
Cc: John Temes <jtemes@oak-brook.org>; Rebecca Von Drasek, MPA <rvondrasek@oak-brook.org>; Cathy Chiarelli <cchiarelli@oak-brook.org>
Subject: 2222 35th St- Final Plat of Subdivision

Good morning,

Please see attached case files for Final Plat of Subdivision for 2222 35th St for review, including the engineering review comments.

Please provide your review comments by January 23rd.

Thank you!

Sincerely,

Rama Raman

Rama Raman MURP
Village Planner

Responses for Review letter sent on January 10, 2025 pertaining to Final Plat of Subdivision.

- 17. Title 14-4-2.B.1 - Revised the Subdivision name to Midwest Club Annex.
- 18. Title 14-4-2.C.2 – Revised label to Midwest Club Court 17 (Private Road).
- 19. Title 14-4-2.C.2- Revised easement widths on Lots 1,2, and 3 accordingly. However did not grant the 6' easement along the north property line as there is an existing 10' wide PU&DE already in place.
- 20. Title 14-4-2.C.9 – Removed Public Utility and Drainage Easement Provisions from sheet 2.
- 21-24 - For others to complete.
- 25. Title 14-7-5 – Revised School District Certificate to read Lot Numbers 1-3.
- 26. Title 14-7-5 – Added additional spacing in certificates.

MIDWEST CLUB ANNEX

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

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

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

THE UNDERSIGNED HEREBY DEDICATES FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS, ALLEYS AND PUBLIC SERVICES; AND HEREBY ALSO RESERVES FOR AND GRANTS EASEMENTS FOR PUBLIC USE AND FOR THE INSTALLATION OF VARIOUS PUBLIC UTILITIES AS DESIGNATED AND/OR AS STATED IN THE UTILITY EASEMENT PROVISIONS WHICH ARE STATED HEREON.

ALL EASEMENTS INDICATED AS PUBLIC UTILITY EASEMENTS ON THIS PLAT 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 FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, CONSTRUCT, RECONSTRUCT, INSPECT, REPLACE, ALTER, ENLARGE, REMOVE, REPAIR, CLEAN, OPERATE AND MAINTAIN VARIOUS UTILITY, TRANSMISSION, DISTRIBUTION, COLLECTION AND DRAINAGE SYSTEMS TOGETHER WITH ANY AND ALL NECESSARY BUFFALO BOXES, CONNECTIONS, HYDRANTS, MANHOLES, CATCH BASINS, PIPES, SANITARY OR STORM SEWERS, SWALES, WATER MAINS, CABLES, WIRES, CONDUITS, TRANSFORMERS, PEDESTALS, AND WITHOUT LIMITATION SUCH OTHER APPURTENANCES OR DEVICES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE OR UTILITY COMPANY UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENTS, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY WORKERS AND EQUIPMENT TO DO ANY OF THE ABOVE WORK AND THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS OR STRUCTURES SHALL BE PLACED ON SAID EASEMENTS, EXCEPT AS REFERENCED ABOVE, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. 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 THE AFORESAID 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.

ADDRESS
DATED THIS _____ DAY OF _____, 20_____.

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY

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

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

NOTARY PUBLIC

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

THIS IS 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 DISTRICTS IN WHICH EACH OF THE FOLLOWING LOTS LIES:

SCHOOL DISTRICTS
LOT NUMBERS 1 - 3
ELEMENTARY DISTRICT #53
HIGH SCHOOL DISTRICT #86
COMMUNITY COLLEGE - COLLEGE OF DUPAGE #502

DATED THIS _____ DAY OF _____, 20_____.

ADDRESS

PLANNING & ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

APPROVED BY THE PLANNING & ZONING COMMISSION OF THE VILLAGE OF OAK BROOK, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, 20_____.

CHAIRMAN

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

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

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

VILLAGE ENGINEER

SANITARY DISTRICT CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, _____, SECRETARY OF THE

_____ SANITARY 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 THE PLAT.

DATED AT _____, ILLINOIS, THIS _____ DAY OF _____, 20_____.

SECRETARY

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 _____, 20_____.

VILLAGE CLERK

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

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

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

TREASURER

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 FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL AT WHEATON, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, 20_____.

COUNTY CLERK

COUNTY RECORDER'S 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 IN BOOK _____ OF PLATS ON PAGE _____.

RECORDER OF DEEDS

DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION 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 SUBDIVIDER 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_____.

ENGINEER

OWNER OR ATTORNEY

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

THIS IS TO CERTIFY THAT I, JIANFENG HUA, REGISTERED ILLINOIS LAND SURVEYOR NO. 4071, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

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

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 STATE THAT THE PROPERTY IN THIS SUBDIVISION FALLS INTO "ZONE X" (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% CHANCE FLOOD PLAIN) A FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AS SET FORTH ON THE FLOOD INSURANCE RATE MAP COMMUNITY PLAN NUMBER 17043C0178J PANEL 178 OF 287 EFFECTIVE DATE AUGUST 1, 2019.

GIVEN UNDER MY HAND AND SEAL AT MONTGOMERY, ILLINOIS, THIS _____ DAY OF _____, 20_____.

JIANFENG HUA
ILLINOIS PROFESSIONAL LAND SURVEYOR #4071
LICENSE EXPIRATION / RENEWAL DATE 11-30-2026

MIDWEST CLUB ANNEX

PARCEL INDEX NUMBER
06-34-102-003

THIS PLAT HAS BEEN SUBMITTED FOR
RECORDING BY AND RETURN TO:
NAME: VILLAGE OF OAK BROOK
ADDRESS: 1200 OAK BROOK ROAD
OAK BROOK, IL 60523

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

NOTES:

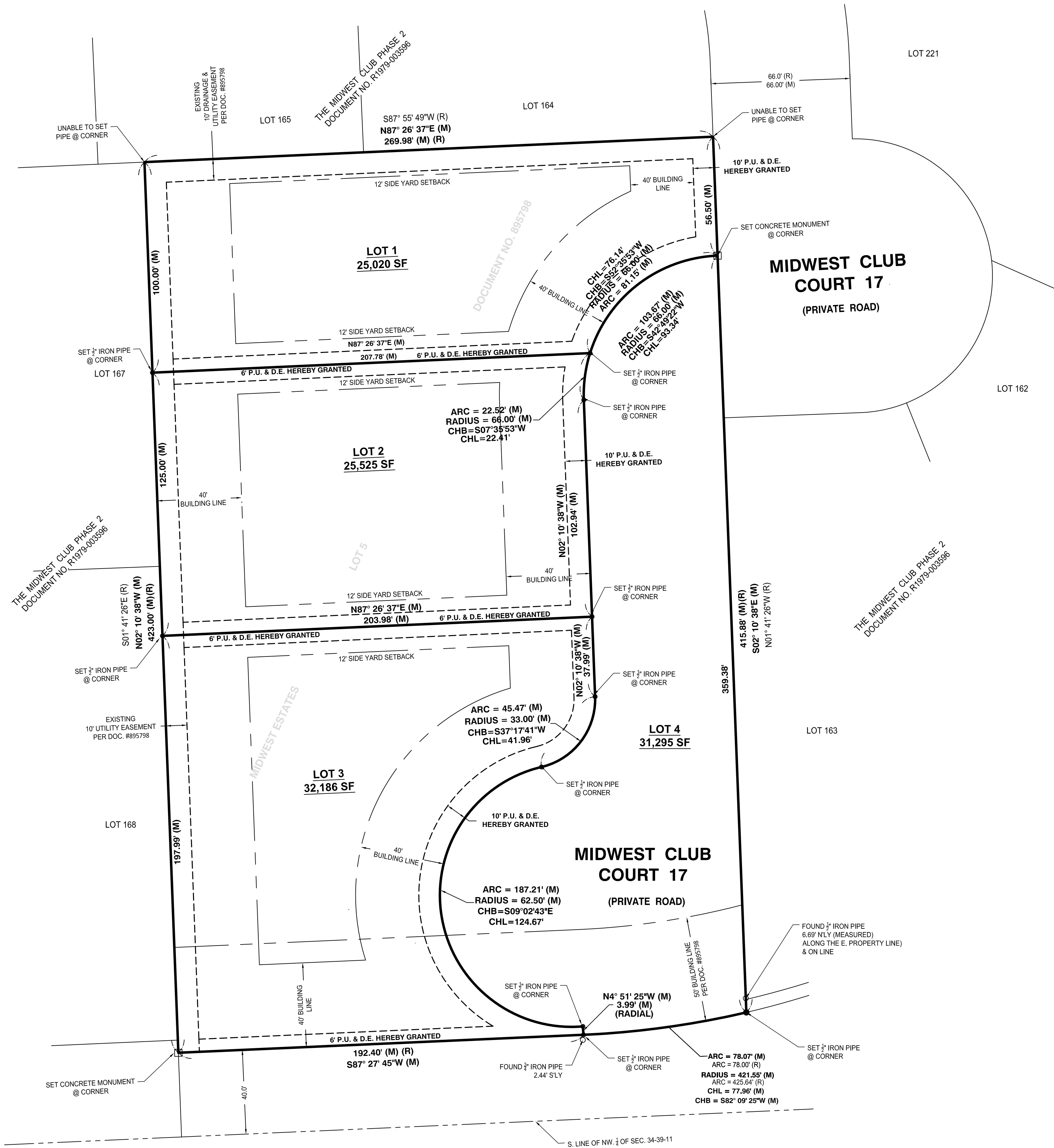
- 1) ALL MEASURED BEARINGS SHOWN HEREON ARE BASED ON NAD 83 ILLINOIS COORDINATE SYSTEM, EAST ZONE (2011 CORRECTION) AS DETERMINED BY USE OF GPS EQUIPMENT USING TRIMBLES VRS NETWORK AND EQUIPMENT ALONG WITH THE RECORDED PLAT OF SUBDIVISION.
- 2) SURVEY FIELD WORK COMPLETED DECEMBER 11, 2024.
- 3) ALL MONUMENT TIES ARE MEASURED PERPENDICULAR TO THE PROPERTY LINE(S).
- 4) A CURRENT TITLE REPORT WAS NOT FURNISHED, THEREFORE, ALL RESTRICTIONS, ROAD DEDICATIONS, ROAD VACATIONS, AND EASEMENTS MAY NOT BE SHOWN.
- 5) PARCEL CONTAINS APPROXIMATELY 114,025 SQUARE FEET. (2.618 ACRES).
- 6) MONUMENTATION TO BE SET AT ALL NEW LOT CORNERS UPON APPROVAL OF SUBDIVISION PLAT EXCEPT WHERE SHOWN OTHERWISE.

SYMBOL & LINE TYPE LEGEND

- = BUILDING LINE
- - - - - = EASEMENT LINE
- = IRON PIPE FOUND
- ===== = PROPERTY LINE
- ===== = RIGHT OF WAY LINE
- - - - - = SECTION LINE
- ===== = SUBDIVISION BOUNDARY LINE

ABBREVIATION LEGEND

- E = EAST
- E'LY = EASTERLY
- M = MEASURED
- N = NORTH
- N'LY = NORTHERLY
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- P.U.E. = PUBLIC UTILITY EASEMENT
- R = RECORD
- S = SOUTH
- S'LY = SOUTHERLY
- W = WEST
- W'LY = WESTERLY



VILLAGE OF OAK BROOK – PLANNING & ZONING COMMISSION REVIEW

PROJECT	PERMIT NO.	REVIEW NO.	STATUS
2222 35 th Street	2025 02 SR FP	1	Not Approved

EZA Engineering received the following permit submittal documents on December 20, 2024:

DOCUMENT	PREPARED BY	SHEETS	DATE
Preliminary Engineering Plan	Ridgeline Consultants	3	12-17-24
Final Plat of Subdivision	Ridgeline Consultants	2	12-17-24
Boundary and Topographic Survey	Ridgeline Consultants	1	12-17-24
Preliminary Detention Calculations	Ridgeline Consultants	9	12-14-24

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

GENERAL COMMENTS

1. The Preliminary Plat and Final Plat of Subdivision will go to the Planning & Zoning Commission (PZC) together. This proposed subdivision does not require separate PZC meetings for the preliminary and final plats. A response to this comment is not necessary.
2. Provide an itemized comment response letter in the next submittal.

PRELIMINARY PLAT

3. Title 14-3-3 – The submitted preliminary engineering plans will be reviewed as the document meeting the Preliminary Plat requirements of the Village Code. A response to this comment is not necessary.
4. Title 14-3-3.A.1 – The proposed name of the subdivision appears to be **3 NEW LOTS ANNEXED INTO COURT 17 OF THE MIDWEST CLUB**. Consider a more traditional naming convention for the official name of the proposed subdivision.
5. Title 14-3-3.A.4 – Provide the names and addresses of the owner and subdivider having control of the tract and the surveyor who prepared the plat.
6. Title 14-3-3.B.2 – The area of Lot 4 (Private Road – Midwest Club Court 17) is not consistent from the Preliminary Plat to the Final Plat. Revise accordingly.
7. Title 14-3-3.B.3 – Indicate the existing zoning district in the proposed subdivision and all adjacent tracts. This would ideally be shown on sheet 1 of the preliminary plat.
8. Title 14-3-3.B.6 – Revise the Vicinity Map to be drawn to scale and not less than 1"=1,000'. Indicate the approximate location of the subdivision on the Vicinity Map.
9. Title 14-3-3.C.6 – The three new lots are proposed to be zoned R3. Please indicate on sheets 2 and 3 of the Preliminary Plat.
10. Title 14-3-3.C.7 – Please label the new private road as **MIDWEST CLUB COURT SEVENTEEN (PRIVATE ROAD)**. The intent is to remain consistent with the naming conventions used throughout the Midwest Club subdivision.

11. Title 14-3-3.C.7 – Provide clarification on the Unrestricted Area in the southeast corner of the subdivision. If it is only to show how much tributary area on the development site is not tributary to the detention facility, this is understood and note and hatching can be removed from the Preliminary Plat.
12. Title 14-3-3.C.8 – A Stormwater submittal will be required at permitting for the stormwater detention facility. For the purposes of the Planning & Zoning Commission, please provide a stormwater narrative to document the stormwater detention approach and demonstrate compliance with the VOBSFPO.
 - Please note it is unclear how the detention calculations can be performed using a 2” restrictor, while the existing detention basin appears to utilize a 12” diameter pipe as the restrictor and there are no proposed modifications to the “control structure”.
13. Title 14-3-3.C.8 – The proposed impervious area is indicated at 1.49 acres. Please calculate the proposed impervious area as follows:

The maximum allowable lot coverage for Lots 1-3 is 37.5%. At a total area of 82,731 SF, please use 31,024 SF of impervious area for Lots 1-3. The impervious area for the private road (including the area of the connection to the existing cul-de-sac) appears to be approximately 16,000 SF. Therefore, the detention calculation requirement may be able to be based on an impervious area of 1.08 acres instead of 1.49 acres. Revise accordingly.
14. Title 14-3-3.C.8 – Stormwater flow routes shall be sized to convey the 100-year rainfall event to the detention facility. It appears the curbs on the private road will be used to convey 100-year event. Provide calculations to define the inundation, depth of flow and demonstrate compliance. Indicate the 100-year conveyance route on the Preliminary Plan. This may require upsizing of the existing 2’x3’ box culvert and associated storm structures under the existing private road.
15. Title 14-3-3.C.8 – Storm sewers and inlet structures shall be sized to convey the 10-year rainfall event. Please extend the upstream end of the storm sewer to the south to at least the north property line of Lot 3. It would be preferable to provide a pair of curb inlets at this location to assist in conveying the 100-year event. It would also provide a sump pump discharge connection point for the Lot 3 residence.
16. Title 14-3-3.C.8 – Provide confirmation from the Flagg Creek Water Reclamation District that the proposed sanitary sewer extension concept is acceptable.

FINAL PLAT OF SUBDIVISION

17. Title 14-4-2.B.1 – Based on the response to comment #4 above, revise the title of the final plat accordingly.
18. Title 14-4-2.C.2 – As referenced in comment #11 above, revise the label for Lot 4 to **MIDWEST CLUB COURT SEVENTEEN (PRIVATE ROAD)**.
19. Title 14-4-2.C.2 – In accordance with the easement requirements for the Midwest Club Phase 2 subdivision plat, please revise the Public Utility and Drainage Easements (PU&DE) as follows:
 - Lot 1 – Revise the 10’ PU&DE along the north property line to be 6’ wide. Revise the 5’ PU&DE along the south property line to be 6’ wide. The 10’ PU&DE along the west property line can be removed due to the presence of the existing 10’ easement.
 - Lot 2 – Revise the 5’ PU&DE along the north and south property lines to be 6’ wide. The 10’ PU&DE along the west property line can be removed due to the presence of the existing 10’ easement.
 - Lot 3 – Revise the 5’ PU&DE along the north property line to be 6’ wide. Revise the 10’ PU&DE along the south property line to be 6’ wide. The 10’ PU&DE along the west property line can be removed due to the presence of the existing 10’ easement.

20. Title 14-4-2.C.9 – Remove the Public Utility and Drainage Easement Provisions from sheet 2. The easement provisions are provided in the Owner's Certificate.
21. Title 14-4-2.E.1 – Provide a cost estimate for the proposed subdivision improvements (roadway, detention facility modification, storm sewer, sanitary sewer, water main, light poles, etc.).
22. Title 14-4-2.E.1 – Please note that an engineering permit and Stormwater Management Certification application will be required to construct the subdivision land improvements, as a requirement of the subdivision approval.
23. Title 14-4-4.A – Provide a Subdivision Improvement Agreement (SIA) for review and approval. SIA requirements are found in this section of the Village Code.
24. Title 14-4-4.B – Please note that a subdivision security will be required for the construction of the subdivision land improvements. The security shall be executed and delivered to the Village prior to recording of the final plat. A response to this comment is not necessary.
25. Title 14-7-5 – Revise the School District Certificate to read **Lot Numbers 1-3** instead of Lot Numbers 1-4.
26. Title 14-7-5 – Please check and provide adequate space for the blanks in the certificates to be filled in. For example, the line for the Flagg Creek Water Reclamation District is too short to write in the name of the agency.



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

January 17, 2025

Dear Resident:

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

The application has been filed by:	The Midwest Club 1100 Midwest Club Parkway Oak Brook, IL 60523
The property in question is located at:	2222 35 th Street
Relationship of applicant to property:	Owner
Name of Subdivision	Final Plat of Subdivision 3 New Lots Annexed into Court 17 of The Midwest Club

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

The Applicant is seeking the approval of a final plat to subdivide the one existing parcel into three (3) resident lots and one (1) common area lot consisting of the approximately 114,000 square feet. The property was recently rezoned into district R-3 to become part of The Midwest Club Homeowners Association.

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

Sincerely,

Rebecca Von Drasek
Director, Development Services Department

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

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

Regular Planning & Zoning Commission Meeting 6:30 p.m., Wednesday, February 5, 2025

Board of Trustees Meeting 7:00 p.m., Tuesday, February 25, 2025**

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



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



ITEM 6.E.1.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
January 14, 2025

SUBJECT: 2222 35th St – Final Plat of Subdivision - The Midwest Club

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

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

Background/History:

The applicant, The Midwest Club has submitted a petition requesting approval of a final plat of subdivision to divide the existing single lot into four (4) lots. Three (3) lots will be buildable and the fourth is reserved for the extension of Midwest Club Court 17 – a private road. The divided lots will consist of approximately 114,000 square-feet or 2.58 acres. The properties are zoned R-3 Single Family Detached Residence District.

Each lot will consist of a minimum of 25,000 square-feet, which is the required lot area in the R-3 district. The proposal complies with the Subdivision and Zoning Ordinance regulations.

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

Recommendation:

Staff recommends that the Village Board refer the Subdivision to the Planning & Zoning Commission (P&Z) for public hearing, review, and recommendation.

Attachments:

1. Exhibits

14-3-1: PLATS REQUIRED:

A. Plats Prerequisite To Subdividing Lands: Before subdividing any tract or parcel of land in the village and the unincorporated areas within one and one-half (1½) miles of the village limits, an owner or subdivider shall submit a preliminary plat and a final plat to be acted upon by the village authorities in accordance with the following requirements. Prior to preparation of preliminary plat drawings, it is suggested that the subdivider consult with the plan commission and other village officials to determine conformity to the official plan, zoning ordinance and compliance with this and other applicable village ordinances.

B. Subdivisions Of Not More Than Five Lots:

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

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

14-4-2: FINAL PLAT REQUIREMENTS:

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

B. Identification And Description:

1. Proposed name of subdivision.

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

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

4. North point (indicating true north).

5. Date of preparation.

C. Delineation Of Final Plat:

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

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

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

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

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

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

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

8. Any protective covenants.

9. Statements covering easement provisions.

10. All other information required by state statutes.

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

SUBDIVISION APPLICATION

VILLAGE OF
OAK BROOK
Illinois

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

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

NOTE: SEE DOCUMENT SUBMITTAL GUIDELINES ATTACHED TO THE APPLICATION.

SUBDIVISION TITLE

The Midwest Club

DATE FILED

12/19/2024

GENERAL LOCATION AND LEGAL ADDRESS OF PROPERTY TO BE SUBDIVIDED

2222 35th St. Oak Brook, IL 60523

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

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

PERMANENT PARCEL NO. 06-34-102-003

NAME OF APPLICANT (and Email Address) The Midwest Club PHONE 630-655-9002

ADDRESS 1100 Midwest Club Pkwy CITY Oak Brook STATE IL ZIP 60523

RELATIONSHIP of APPLICANT TO PROPERTY Owner

OWNER OF RECORD The Midwest Club

PHONE

ADDRESS 2222 35th St. Oak Brook, IL 60523 CITY Oak Brook STATE IL ZIP 60523

BENEFICIARY (IES) OF TRUST

PHONE

ADDRESS CITY STATE ZIP

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

Beverly M. Taylor 12-19-2024
Signature of Owner President Date
The Midwest Club

Beverly M. Taylor The Midwest Club 12-19-2024
Signature of Applicant Date

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

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

Signature of Owner

Date

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

SIZING BY LAND USE CATEGORY	RESIDENTIAL	COMMERCIAL	OPEN SPACE	OTHER	TOTAL
NUMBER of LOTS	3				
NUMBER of ACRES	2.58				
NUMBER of SQUARE FEET	114,000				

Names of Surrounding Property Owners

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

NAME OF PROPERTY OWNER	MAILING ADDRESS OF PROPERTY OWNER	PROPERTY ADDRESS	PERMANENT INDEX NUMBER

NOTICE TO APPLICANT

REFER TO OAK BROOK CODE: TITLE 14 - SUBDIVISION REGULATIONS

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

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

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

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

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

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

DO NOT WRITE IN THIS SPACE BELOW FOR VILLAGE USE ONLY

Date Filed <u>12/20/25</u>	Fee Paid \$ <u>0</u>	Receipt No. _____	Received By <u>ce</u>
HEARING DATES: Board of Trustees (Referral) <u>1/14/25</u>		P&Z Commission <u>2/15/25</u>	Board of Trustees _____
SIGNED - VILLAGE CLERK <u>[Signature]</u>		Date <u>1/6/2025</u>	

PIN	Owner Name	Owner Address
0634301001	WESTMONT PARK DISTRICT	75 E RICHMOND AVE, WESTMONT, IL 60559
0634101999	<i>Midwest Club H&A</i>	
0634102012	SAWLANI, NEAL & SARENA	1607 MIDWEST CLUB, OAK BROOK, IL 60523
0634101041	GERAMI, P & R MAFEE	1706 MIDWEST CLUB CT, OAK BROOK, IL 60523
0634101042	BALIN, MARGARET	1707 MIDWEST CLUB CT, OAK BROOK, IL 60523
0634102025	AKBAR, S & Z ASKARI	1709 MIDWEST CLUB, OAK BROOK, IL 60523
0634102024	BHALLA, PRADEEP & GEETA	1710 MIDWEST CLUB, OAK BROOK, IL 60523
0634102023	EYBEL TR, CARL E	1711 MIDWEST CLUB, OAK BROOK, IL 60523
0634102022	AMIN, SANDEEP D & KALPA S	1712 MIDWEST CLUB, OAK BROOK, IL 60523
0634102021	PATEL, HITESH	1713 MIDWEST CLUB CT, OAK BROOK, IL 60523
0634102020	MAZDA, SHERENAZ	1714 MIDWEST CLUB DR, OAK BROOK, IL 60523
0634102019	BAILEY, RYAN & YESENIA	1715 MIDWEST CLUB, OAK BROOK, IL 60523
0634102018	TAN, EE-MOOI	1716 MIDWEST CLUB NO 17, OAK BROOK, IL 60523
0634102017	HAMAD, BACHAR & HALA SUBH	1717 MIDWEST CLUB DR, OAK BROOK, IL 60523
0634102016	MARANO, ANTON T	1718 MIDWEST CLUB, OAK BROOK, IL 60521
0634102011	IYER, BALA	1719 MIDWEST CLUB, OAK BROOK, IL 60523
0634102010	MIRZA, M ARSHAD & NAJMA A	1720 " " OAK BROOK, IL 60523
0634102003	OAKBROOK MEADOWS LLC	423 SHADOW CREEK CT, NAPERVILLE, IL 60540
0634300012	PH OBH HOTEL OWNER LLC	601 OAKMONT LN UNIT 420, WESTMONT, IL 60559

CERTIFICATION

Surrounding Property Owners

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

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

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

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

The Midwest Club
Printed Name of Property Owner

The Midwest Club - Beverly M. Taylor
Printed Name of Applicant

Beverly M. Taylor - President
Signature of Owner

12-19-2024
Date

Beverly M. Taylor
Signature of Applicant

12-19-2024
Date

BILL TO INFORMATION:

The Midwest Club
Print Name/Company

Rob Day
Print Contact Person Name

630-655-9002

Contact Phone

1100 Midwest Club Pkwy

630-698-3232

Address To be Billed

Alternate Phone

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

Subject Property Verification

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

1. Permanent Index Number (P.I.N. from Real Estate Tax Bill): 06-34-102-003
2. Common Address: 2222 35th Street, Oak Brook, IL
3. Type the Complete Legal Description Below. (Attach a separate page if longer than the area provided)
4. Email the Legal Description to cchiarelli@oak-brook.org

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

DuPage County Records/Research Room: (630-407-5401) Contact Person: Date called:

I verify that the information provided above is accurate.

Beverly M. Taylor, President of The Midwest Club


Beverly M. Taylor

Printed Name

Signature

Date: 08/23/2024

Relationship to Applicant: Board President

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

Legal Description Review

Corrections Required

Yes ☐

No ☐

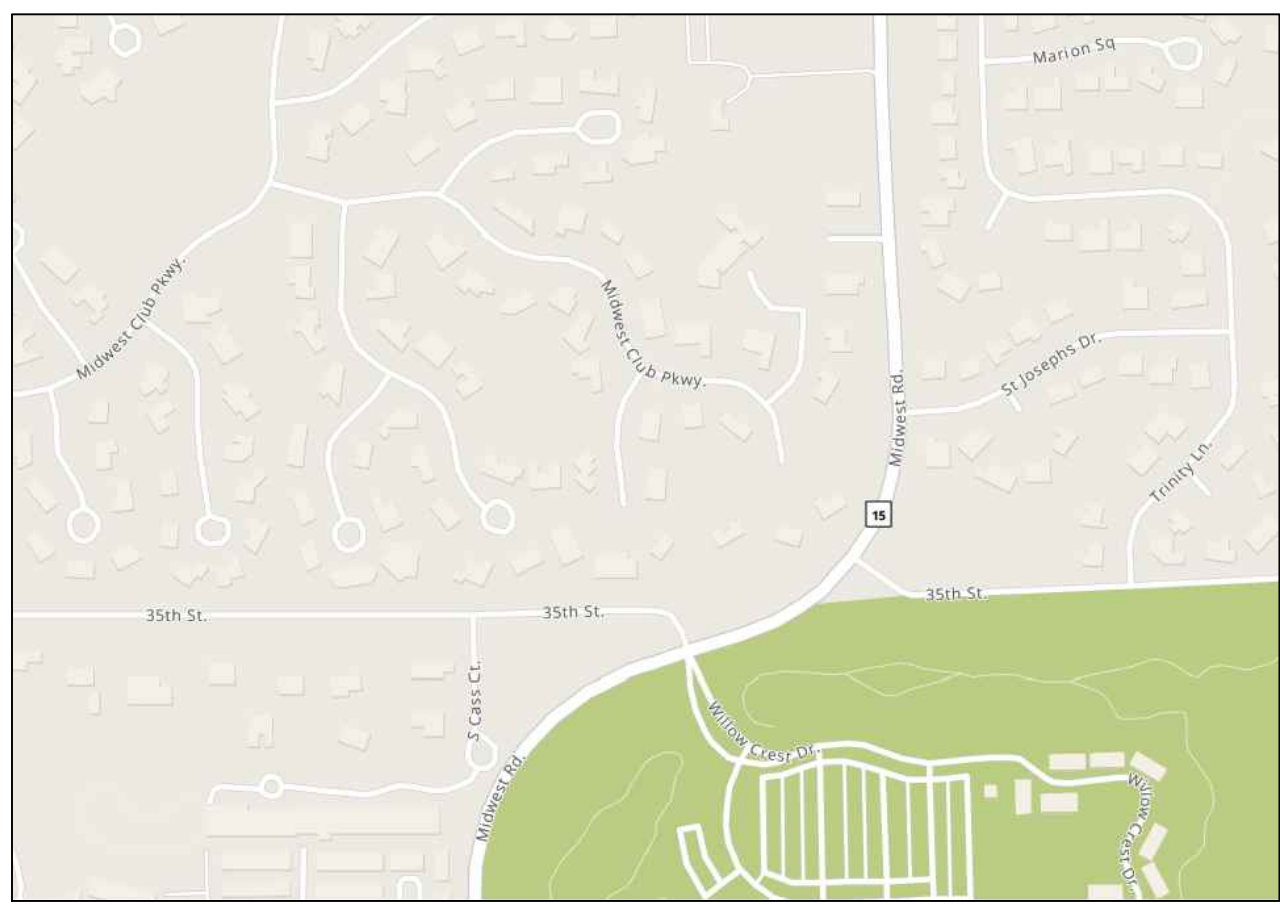
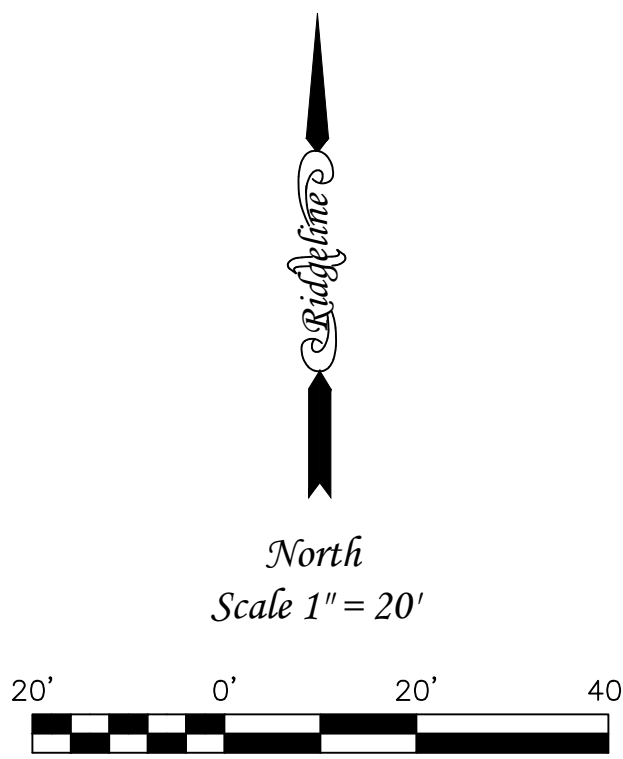
Approved By: _____

Date _____

Legal Description

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

Three New Lots Annexed into Court 17 of the Midwest Club Boundary/Topographic Survey and Demolition Plan



Vicinity Map
(No Scale)

ABBREVIATION LEGEND

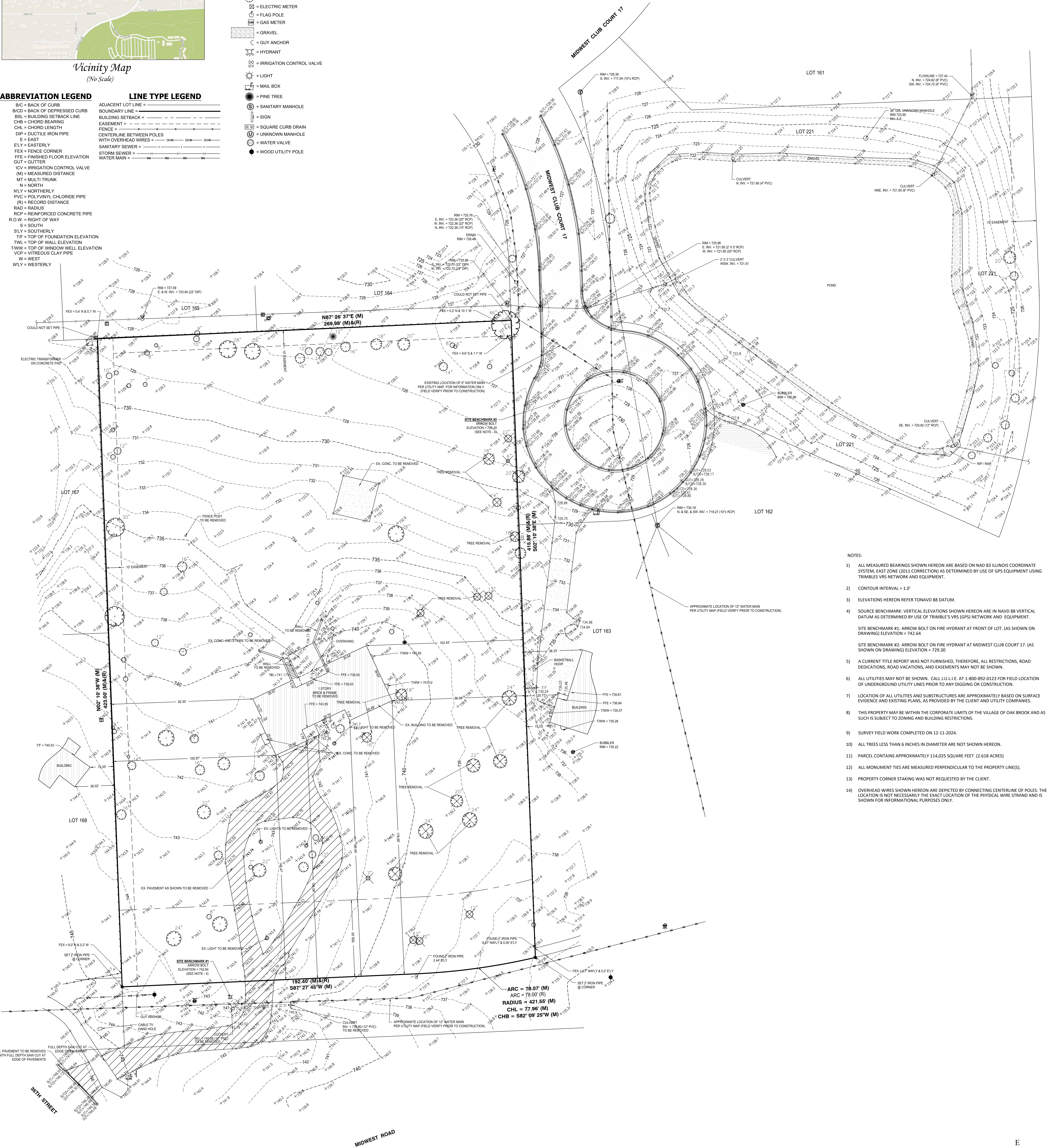
B/C = BACK OF CURB
B/C/D = BACK OF DEPRESSED CURB
BSL = BUILDING SETBACK LINE
CHB = CHORD BEARING
CHL = CHORD LENGTH
DIP = DUCTILE IRON PIPE
E = EAST
ELY = EASTERLY
FEX = FENCE CORNER
FFE = FINISHED FLOOR ELEVATION
GUT = GUTTER
ICV = IRRIGATION CONTROL VALVE
(M) = MEASURED DISTANCE
MT = MULTI TRUNK
N = NORTH
NLY = NORTHERLY
PVC = POLYVINYL CHLORIDE PIPE
(R) = RECORD DISTANCE
RAD = RADIUS
RCP = REINFORCED CONCRETE PIPE
R.O.W. = RIGHT OF WAY
S = SOUTH
SLY = SOUTHERLY
TIF = TOP OF FOUNDATION ELEVATION
TWL = TOP OF WALL ELEVATION
TWW = TOP OF WINDOW WELL ELEVATION
VCP = VITREOUS CLAY PIPE
W = WEST
WLY = WESTERLY

LINE TYPE LEGEND

ADJACENT LOT LINE =
BOUNDARY LINE =
BUILDING SETBACK =
EASEMENT =
FENCE =
CENTERLINE BETWEEN POLES
WITH OVERHEAD WIRES =
SANITARY SEWER =
STORM SEWER =
WATER MAIN =

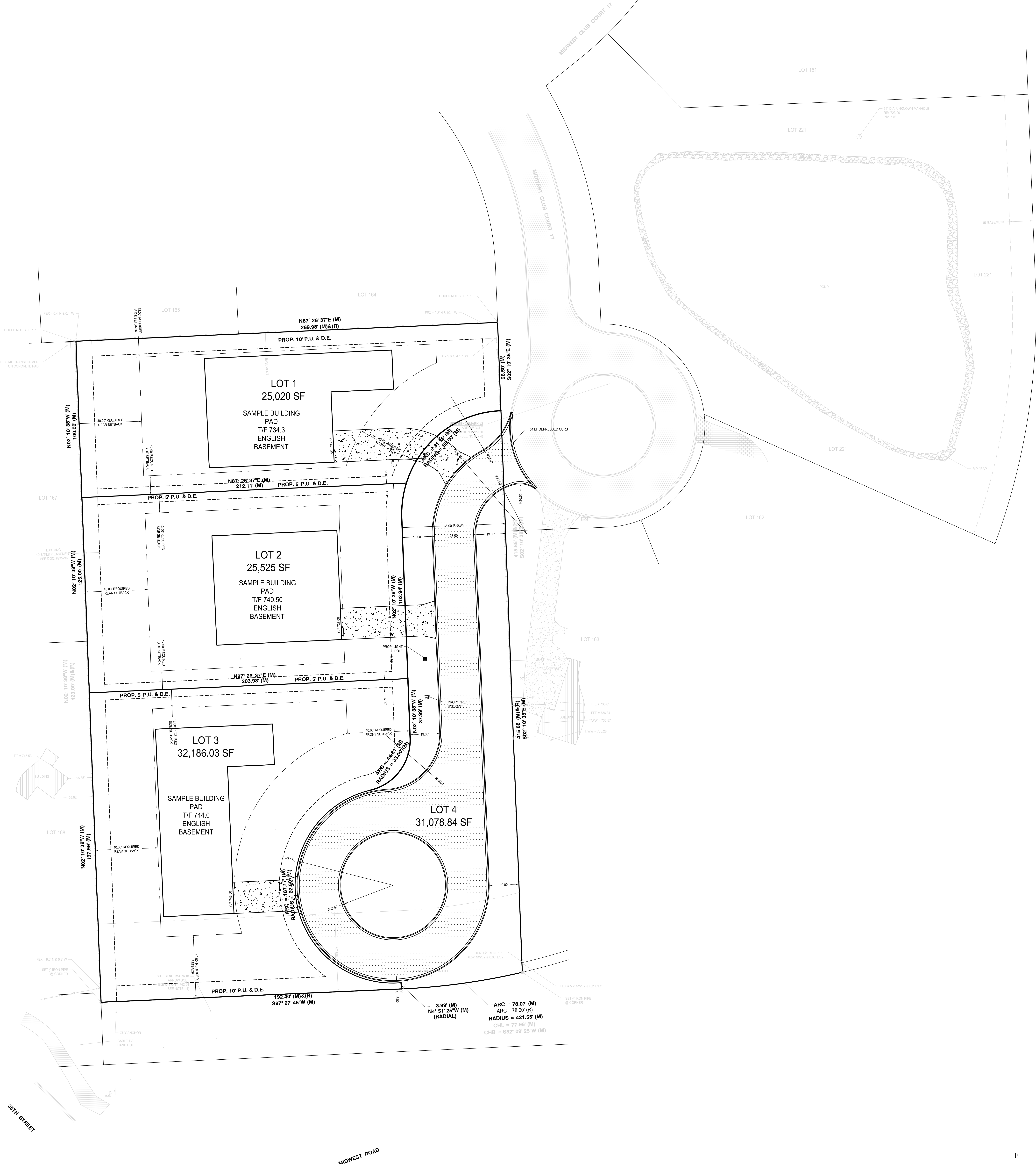
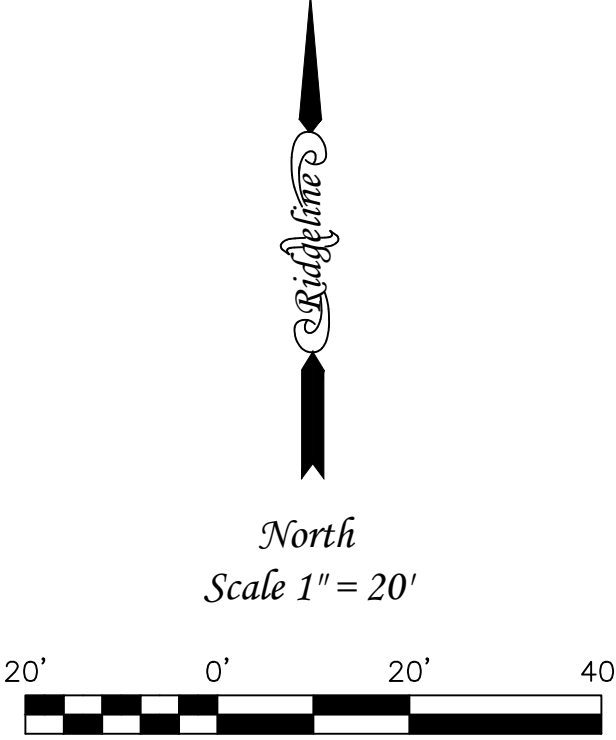
SYMBOL LEGEND

ASPHALT
B BOX
BRICK
BUBBLER
CATCH BASIN
CONCRETE
DECIDUOUS TREE
ELECTRIC METER
FLAG POLE
GAS METER
GRAVEL
GUY ANCHOR
HYDRANT
IRRIGATION CONTROL VALVE
LIGHT
MAIL BOX
PINE TREE
SANITARY MANHOLE
SIGN
SQUARE CURB DRAIN
UNKNOWN MANHOLE
WATER VALVE
WOOD UTILITY POLE



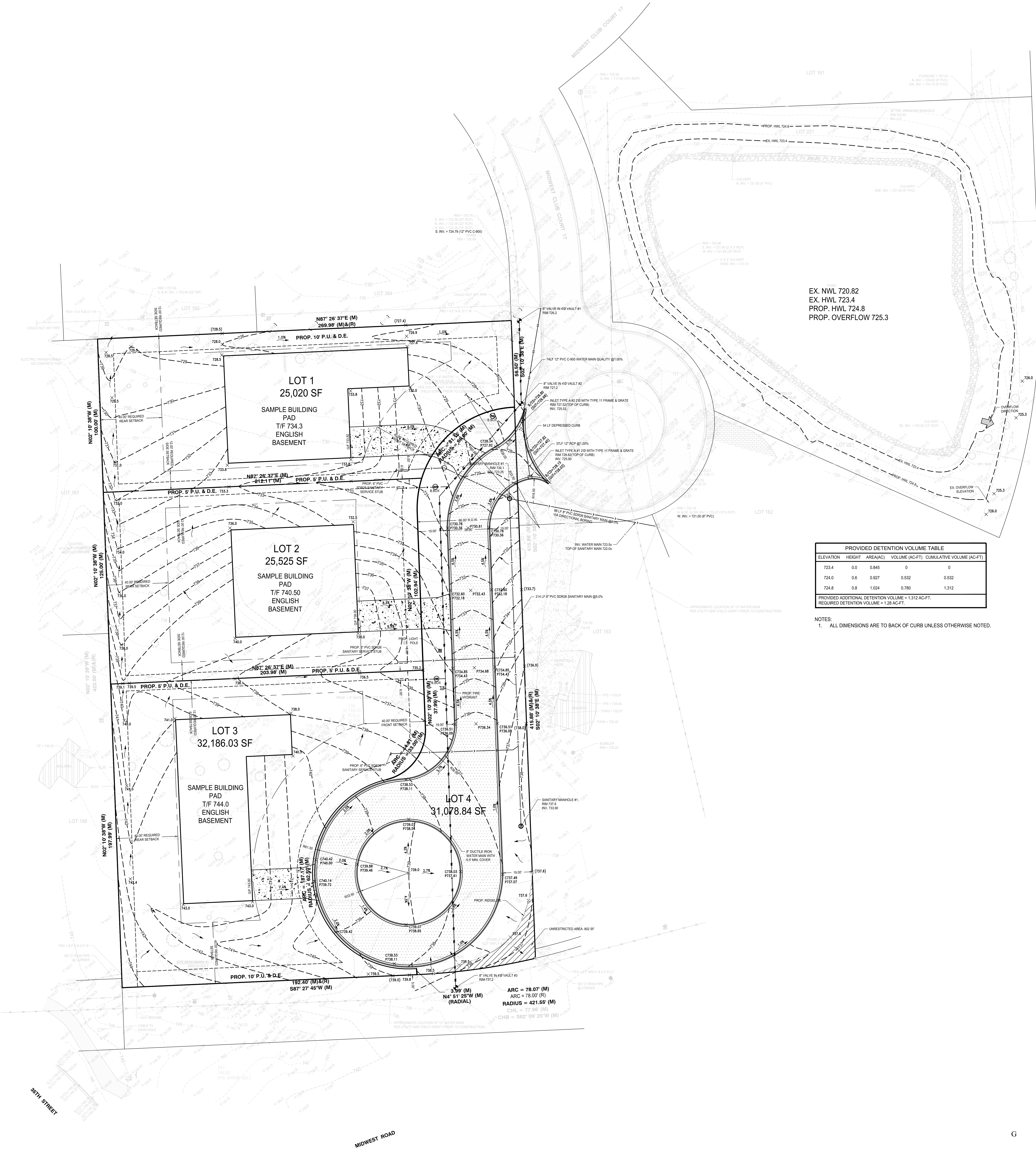
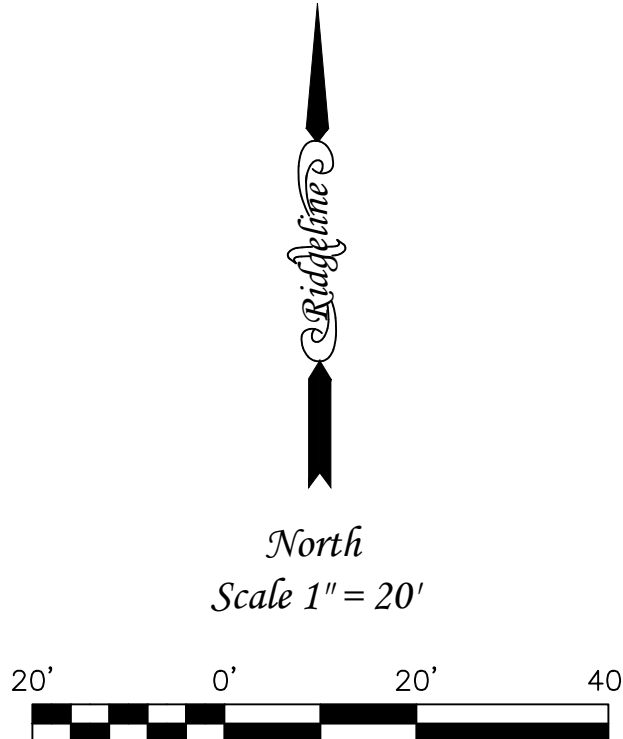
- NOTES:
- ALL MEASURED BEARINGS SHOWN HEREON ARE BASED ON NAD 83 ILLINOIS COORDINATE SYSTEM, EAST ZONE (2011 CORRECTION) AS DETERMINED BY USE OF GPS EQUIPMENT USING TRIMBLE VRS NETWORK AND EQUIPMENT.
 - CONTOUR INTERVAL = 1.0'
 - ELEVATIONS HEREON REFER TO NAVD 88 DATUM.
 - SOURCE BENCHMARK: VERTICAL ELEVATIONS SHOWN HEREON ARE IN NAVD 88 VERTICAL DATUM AS DETERMINED BY USE OF TRIMBLE'S VRS (GPS) NETWORK AND EQUIPMENT.
SITE BENCHMARK #1: ARROW BOLT ON FIRE HYDRANT AT FRONT OF LOT. (AS SHOWN ON DRAWING) ELEVATION = 742.64
SITE BENCHMARK #2: ARROW BOLT ON FIRE HYDRANT AT MIDWEST CLUB COURT 17. (AS SHOWN ON DRAWING) ELEVATION = 729.30
 - A CURRENT TITLE REPORT WAS NOT FURNISHED, THEREFORE, ALL RESTRICTIONS, ROAD DEDICATIONS, ROAD VACATIONS, AND EASEMENTS MAY NOT BE SHOWN.
 - ALL UTILITIES MAY NOT BE SHOWN. CALL J.U.L.I.E. AT 1-800-892-0123 FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES PRIOR TO ANY DIGGING OR CONSTRUCTION.
 - LOCATION OF ALL UTILITIES AND SUBSTRUCTURES ARE APPROXIMATELY BASED ON SURFACE EVIDENCE AND EXISTING PLANS, AS PROVIDED BY THE CLIENT AND UTILITY COMPANIES.
 - THIS PROPERTY MAY BE WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF OAK BROOK AND AS SUCH IS SUBJECT TO ZONING AND BUILDING RESTRICTIONS.
 - SURVEY FIELD WORK COMPLETED ON 12-11-2024.
 - ALL TREES LESS THAN 6 INCHES IN DIAMETER ARE NOT SHOWN HEREON.
 - PARCEL CONTAINS APPROXIMATELY 114,025 SQUARE FEET. (2.618 ACRES)
 - ALL MONUMENT TIES ARE MEASURED PERPENDICULAR TO THE PROPERTY LINE(S).
 - PROPERTY CORNER STAKING WAS NOT REQUESTED BY THE CLIENT.
 - OVERHEAD WIRES SHOWN HEREON ARE DEPICTED BY CONNECTING CENTERLINE OF POLES. THE LOCATION IS NOT NECESSARILY THE EXACT LOCATION OF THE PHYSICAL WIRE STRAND AND IS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

Three New Lots Annexed into Court 17 of the
Midwest Club
Preliminary Site Plan



F

Three New Lots Annexed into Court 17 of the
Midwest Club
Preliminary Engineering Plan



EX. NWL 720.82
EX. HWL 723.4
PROP. HWL 724.8
PROP. OVERFLOW 725.3

PROVIDED DETENTION VOLUME TABLE				
ELEVATION	HEIGHT	AREA(AC)	VOLUME (AC-FT)	CUMULATIVE VOLUME (AC-FT)
723.4	0.0	0.845	0	0
724.0	0.6	0.927	0.532	0.532
724.6	0.8	1.024	0.780	1.312

PROVIDED ADDITIONAL DETENTION VOLUME = 1.312 AC-FT.
REQUIRED DETENTION VOLUME = 1.28 AC-FT.

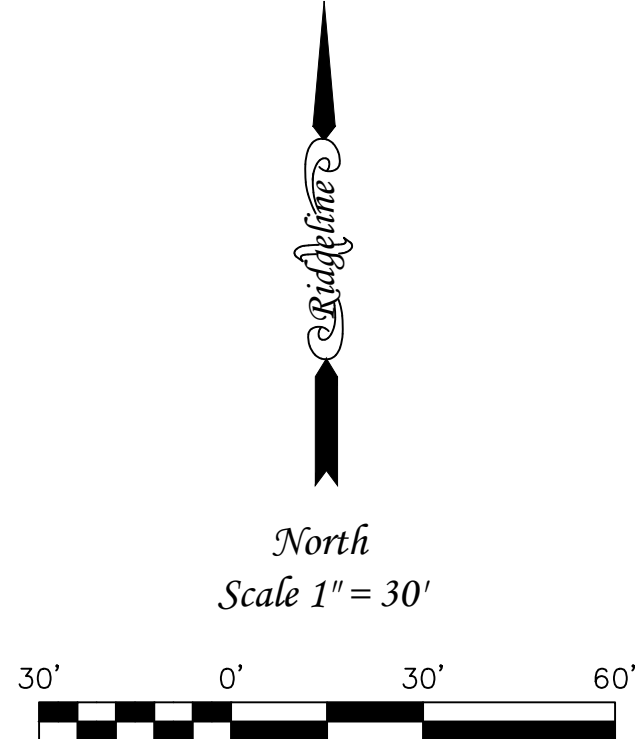
NOTES:
1. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.

FINAL PLAT OF SUBDIVISION
3 NEW LOTS ANNEXED INTO COURT 17
OF THE MIDWEST CLUB

PARCEL INDEX NUMBER
06-34-102-003

THIS PLAT HAS BEEN SUBMITTED FOR
RECORDING BY AND RETURN TO:
NAME: VILLAGE OF OAK BROOK
ADDRESS: 1200 OAK BROOK ROAD
OAK BROOK, IL 60523

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



NOTES:

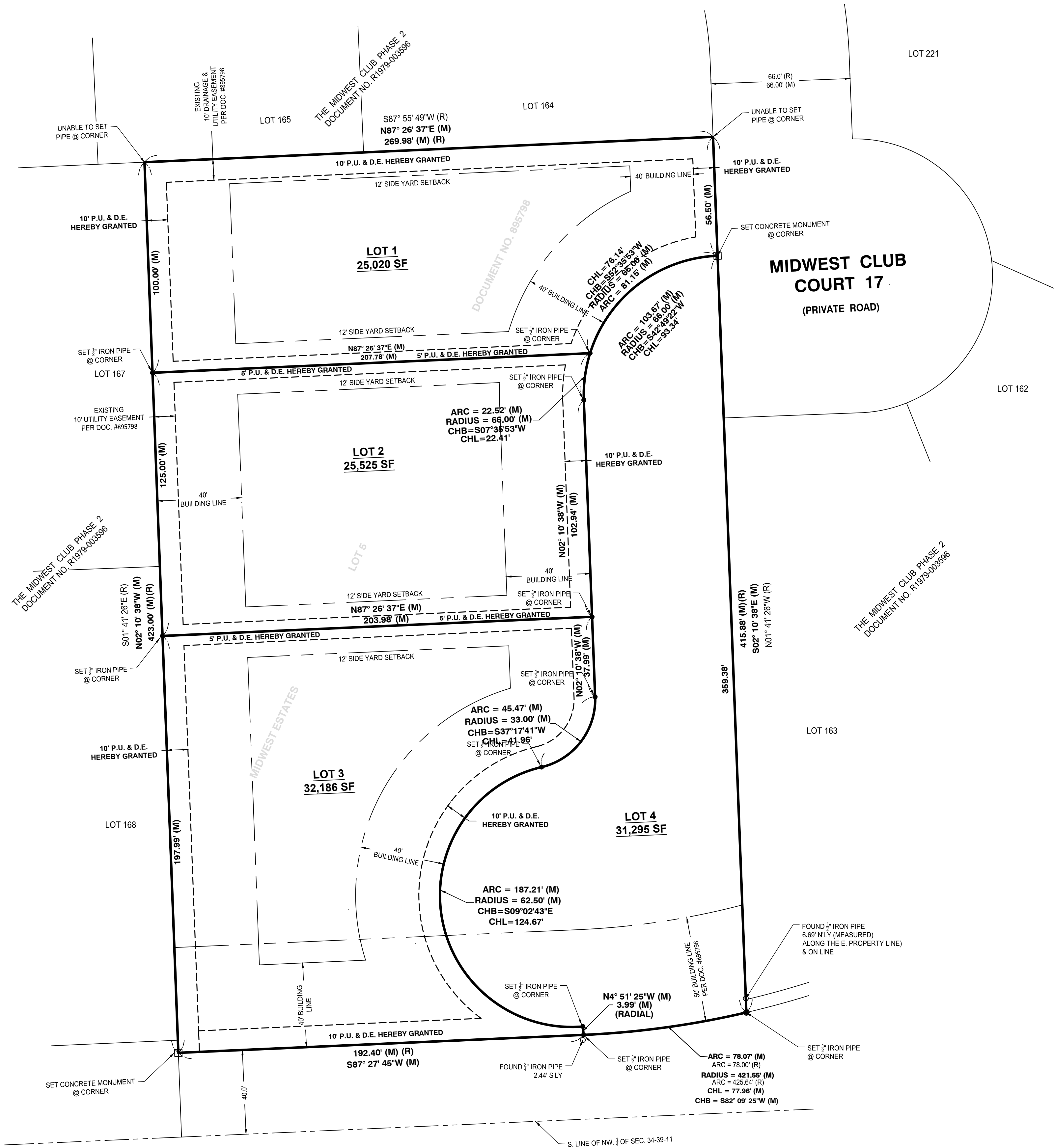
- ALL MEASURED BEARINGS SHOWN HEREON ARE BASED ON NAD 83 ILLINOIS COORDINATE SYSTEM, EAST ZONE (2011 CORRECTION) AS DETERMINED BY USE OF GPS EQUIPMENT USING TRIMBLER VRS NETWORK AND EQUIPMENT ALONG WITH THE RECORDED PLAT OF SUBDIVISION.
- SURVEY FIELD WORK COMPLETED DECEMBER 11, 2024.
- ALL MONUMENT TIES ARE MEASURED PERPENDICULAR TO THE PROPERTY LINE(S).
- A CURRENT TITLE REPORT WAS NOT FURNISHED, THEREFORE, ALL RESTRICTIONS, ROAD DEDICATIONS, ROAD VACATIONS, AND EASEMENTS MAY NOT BE SHOWN.
- PARCEL CONTAINS APPROXIMATELY 114,025 SQUARE FEET. (2.618 ACRES).
- MONUMENTATION TO BE SET AT ALL NEW LOT CORNERS UPON APPROVAL OF SUBDIVISION PLAT EXCEPT WHERE SHOWN OTHERWISE.

SYMBOL & LINE TYPE LEGEND

- = BUILDING LINE
- - - - - = EASEMENT LINE
- = IRON PIPE FOUND
- = PROPERTY LINE
- = RIGHT OF WAY LINE
- - - - - = SECTION LINE
- = SUBDIVISION BOUNDARY LINE

ABBREVIATION LEGEND

- E = EAST
- E'LY = EASTERLY
- M = MEASURED
- N = NORTH
- N'LY = NORTHERLY
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- P.U.E. = PUBLIC UTILITY EASEMENT
- R = RECORD
- S = SOUTH
- S'LY = SOUTHERLY
- W = WEST
- W'LY = WESTERLY



FINAL PLAT OF SUBDIVISION
3 NEW LOTS ANNEXED INTO COURT 17
OF THE MIDWEST CLUB

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
JSS
COUNTY OF DUPAGE)

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

THE UNDERSIGNED HEREBY DEDICATES FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS, ALLEYS AND PUBLIC SERVICES; AND HEREBY ALSO RESERVES FOR AND GRANTS EASEMENTS FOR PUBLIC USE AND FOR THE INSTALLATION OF VARIOUS PUBLIC UTILITIES AS DESIGNATED AND/OR AS STATED IN THE UTILITY EASEMENT PROVISIONS WHICH ARE STATED HEREON.

ALL EASEMENTS INDICATED AS PUBLIC UTILITY EASEMENTS ON THIS PLAT 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 FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, CONSTRUCT, RECONSTRUCT, INSPECT, REPLACE, ALTER, ENLARGE, REMOVE, REPAIR, CLEAN, OPERATE AND MAINTAIN VARIOUS UTILITY, TRANSMISSION, DISTRIBUTION, COLLECTION AND DRAINAGE SYSTEMS TOGETHER WITH ANY AND ALL NECESSARY BUFFALO BOXES, CONNECTIONS, HYDRANTS, MANHOLES, CATCH BASINS, PIPES, SANITARY OR STORM SEWERS, SWALES, WATER MAINS, CABLES, WIRES, CONDUITS, TRANSFORMERS, PEDESTALS, AND WITHOUT LIMITATION SUCH OTHER APPURTENANCES OR DEVICES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE OR UTILITY COMPANY UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENTS, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY WORKERS AND EQUIPMENT TO DO ANY OF THE ABOVE WORK AND THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS OR STRUCTURES SHALL BE PLACED ON SAID EASEMENTS, EXCEPT AS REFERENCED ABOVE, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. 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 THE AFORESAID 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.

ADDRESS

DATED THIS ____ DAY OF _____, 20__.

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
JSS
COUNTY OF DUPAGE)

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

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____, 20__.

NOTARY PUBLIC

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS)
JSS
COUNTY OF DUPAGE)

THIS IS 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 DISTRICTS IN WHICH EACH OF THE FOLLOWING LOTS LIES:

SCHOOL DISTRICTS
LOT NUMBERS 1 - 4
ELEMENTARY DISTRICT #53
HIGH SCHOOL DISTRICT #86
COMMUNITY COLLEGE - COLLEGE OF DUPAGE #502

DATED THIS ____ DAY OF _____, 20__.

ADDRESS

PLANNING & ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
JSS
COUNTY OF DUPAGE)

APPROVED BY THE PLANNING & ZONING COMMISSION OF THE VILLAGE OF OAK BROOK, DUPAGE COUNTY, ILLINOIS, THIS ____ DAY OF _____, 20__.

CHAIRMAN

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
JSS
COUNTY OF DUPAGE)

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

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

VILLAGE ENGINEER

SANITARY DISTRICT CERTIFICATE

STATE OF ILLINOIS)
JSS
COUNTY OF DUPAGE)

I, _____, SECRETARY OF THE _____ SANITARY 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 THE PLAT.

DATED AT _____, ILLINOIS, THIS ____ DAY OF _____, 20__.

SECRETARY

VILLAGE CLERK'S CERTIFICATE

STATE OF ILLINOIS)
JSS
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 _____, 20__.

VILLAGE CLERK

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS)
JSS
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 _____, 20__.

TREASURER

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
JSS
COUNTY OF DUPAGE)

I, _____, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. GIVEN UNDER MY HAND AND SEAL AT WHEATON, DUPAGE COUNTY, ILLINOIS, THIS ____ DAY OF _____, 20__.

COUNTY CLERK

COUNTY RECORDERS CERTIFICATE

STATE OF ILLINOIS)
JSS
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 IN BOOK _____ OF PLATS ON PAGE ____.

RECORDER OF DEEDS

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS:

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO COMMONWEALTH EDISON COMPANY AND SBC TELEPHONE COMPANY, GRANTEEES, THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (OR SIMILAR DESIGNATION) WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF. THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2(C), AS AMENDED FROM TIME TO TIME. THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPORTIONMENT TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING" AND "COMMON AREA". THE TERM "COMMON AREA OR AREAS", AND "COMMON ELEMENTS" INCLUDE REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT. RELOCATION OF FACILITIES WILL BE DONE BY GRANTEEES AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
JSS
COUNTY OF KANE)

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION 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 SUBDIVIDER 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__.

ENGINEER

OWNER OR ATTORNEY

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
JSS
COUNTY OF KANE)

THIS IS TO CERTIFY THAT I, JIANFENG HUA, REGISTERED ILLINOIS LAND SURVEYOR NO. 4071, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

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

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 STATE THAT THE PROPERTY IN THIS SUBDIVISION FALLS INTO "ZONE X" (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% CHANCE FLOOD PLAIN) A FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AS SET FORTH ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 17043C0178J PANEL 178 OF 287 EFFECTIVE DATE AUGUST 1, 2019.

GIVEN UNDER MY HAND AND SEAL AT _____, ILLINOIS, THIS ____ DAY OF _____, 20__.

JIANFENG HUA
ILLINOIS PROFESSIONAL LAND SURVEYOR #4071
LICENSE EXPIRATION / RENEWAL DATE 11-30-2026

MIDWEST CLUB ANNEX Virtual Detention Basin Sizing

1.) Property Area:

Property Area:	2.58 Acres =	0.004031 Sq. Mi
Detained onsite Area:	2.48 Acres =	0.003875 Sq. Mi
Un-detained onsite Area:	0.10 Acres =	0.000156 Sq. Mi

2.) Calculation of Allowable Release:

Allowable Release is: 0.26 cfs (100 year event) 0.10 cfs x onsite area

3.) Calculation of Curve Number:

Detained Onsite Area+Offsite Tributary: 2.48 Acre= 0.003875 Sq. Mi

Impervious Area:	1.49	acre (CN=98)
Pervious Area:	0.99	acre (CN=74)
Composite CN:	88.4	

Un-Detained Onsite Area: 0.10 Acre= 0.000156 Sq. Mi

Impervious Area:	0.00	acre (CN=98)
Pervious Area:	0.10	acre (CN=74)
Composite CN:	74.0	

4.) Time of Concentration (Tc):

Tc = 0.17 Hr. (=10 min. Reasonably Estimated)

5.) Proposed Restrictor Design (Virtual)

Use Orifice Equation to size proposed restrictor:

Outfall Pipe Release (100 year)

Cd	0.61
Dia	2.000 in (Virtual)
Area	0.022 sq ft
Invert of Orifice	100.00 (Virtual)
Center of Orifice	100.08 (Virtual)

Orifice Release

Elev. Stage	Head	Orifice Discharge
100.00	0.00	0.000
101.00	0.92	0.102
102.00	1.92	0.148
103.00	2.92	0.182
104.00	3.92	0.211

Head = Stage less Center of Orifice
Orifice Discharge = $C_d \times (2 \times g \times H)^{0.5} \times \text{Area}$

6.) Calculation of Storage

Onsite Detention at Northeast Corner

Contour	Area sf	Area Acre	Vol. Ac.Ft.	Accumulated Volume
100.00	15,000	0.344	0.000	0.000
101.00	15,000	0.344	0.344	0.344
102.00	15,000	0.344	0.344	0.689
103.00	15,000	0.344	0.344	1.033
104.00	15,000	0.344	0.344	1.377

7.) Stage-Discharge-Storage Table

Stage	Discharge	Storage
100.00	0.000	0.000
100.00	0.102	0.344
102.00	0.148	0.689
103.00	0.182	1.033
104.00	0.211	1.377

8.) Results:

The TR-20 model produced the following result:

100 Year

Peak Elevation in onsite SWMF: 103.72 ft
 Storage at Peak Elevation: 1.281 acre-feet
 Peak Discharge (Restricted + Unrestricted): 0.26 cfs (100 Yr-24 Hr)
 Allowable Discharge: 0.26 cfs

*Required Detention
Volume*

Notes:

- For the purpose of "Virtual Detention Sizing", no offsite tributary bypass is considered.

*****80-80 LIST OF INPUT DATA FOR TR-20 HYDROLOGY*****

JOB TR-20	SUMMARY					NO PLOTS
TITLE	MIDWEST CLUB ANNEX; 12/14/24; [PROP-21.T20], JL					
TITLE	<u>VIRTUAL DETENTION BASIN SIZING- PROPOSED CONDITION</u>					
5 RAINFL 7	.05					
8	0.00	0.16	0.33	0.43	0.52	HUFF
8	0.60	0.66	0.71	0.75	0.79	1STQTR
8	0.82	0.84	0.86	0.88	0.90	POINT
8	0.92	0.94	0.96	0.97	0.98	
8	1.00	1.00	1.00	1.00	1.00	
9 ENDTBL						
5 RAINFL 8	.05					
8	0.00	0.03	0.08	0.12	0.16	HUFF
8	0.22	0.29	0.39	0.51	0.62	2NDQTR
8	0.70	0.76	0.81	0.85	0.88	POINT
8	0.91	0.93	0.95	0.97	0.98	
8	1.00	1.00	1.00	1.00	1.00	
9 ENDTBL						
5 RAINFL 9	.05					
8	0.00	0.03	0.06	0.09	0.12	HUFF
8	0.15	0.19	0.23	0.27	0.32	3RDQTR
8	0.38	0.45	0.57	0.70	0.79	POINT
8	0.85	0.89	0.92	0.95	0.97	
8	1.00	1.00	1.00	1.00	1.00	
9 ENDTBL						
3 STRUCT	01					
8		100.00	0.000	0.000		
8		101.00	0.102	0.344		
8		102.00	0.148	0.689		
8		103.00	0.182	1.033		
8		104.00	0.211	1.377		
9 ENDTBL						
6 RUNOFF 1 001	1	0.0002	74.0	0.171	1 1 1	1 UNREST
6 RUNOFF 1 002	2	0.0039	88.4	0.501	1 1 1	1 RUNOFF
6 RESVOR 2 01 2 3		100.00			1 1 1	1 DTNTN
6 ADDHYD 4 003 1 3 4					1 1 1 1	1
ENDATA						
7 INCREM 6		1.20				
7 COMPUT 7 001 003		0.0	8.57	24.09	2 24 99	100Y24H
ENDCMP 1						
ENDJOB 2						

0*****END OF 80-80 LIST*****

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MIDWEST CLUB ANNEX; 12/14/24;[PROP-21.T20], JL
VIRTUAL DETENTION BASIN SIZING- PROPOSED CONDITION

JOB 1 PASS 1
PAGE 1

COMPUTER PROGRAM FOR PROJECT FORMULATION - HYDROLOGY USER NOTES

THE USERS MANUAL FOR THIS PROGRAM IS THE MAY 1982 DRAFT OF TR-20. CHANGES FROM THE 2/14/74 VERSION INCLUDE:

REACH ROUTING - THE MODIFIED ATT-KIN ROUTING PROCEDURE REPLACES THE CONVEX METHOD. INPUT DATA PREPARED FOR PREVIOUS PROGRAM VERSIONS USING CONVEX ROUTING COEFFICIENTS WILL NOT RUN ON THIS VERSION.

THE PREFERRED TYPE OF DATA ENTRY IS CROSS SECTION DATA REPRESENTATIVE OF A REACH. IT IS RECOMMENDED THAT THE OPTIONAL CROSS SECTION DISCHARGE-AREA PLOTS BE OBTAINED WHENEVER NEW CROSS SECTION DATA IS ENTERED. THE PLOTS SHOULD BE CHECKED FOR REASONABLENESS AND ADEQUACY OF INPUT DATA FOR THE COMPUTATION OF "M" VALUES USED IN THE ROUTING PROCEDURE.

GUIDELINES FOR DETERMINING OR ANALYZING REACH LENGTHS AND COEFFICIENTS (X,M) ARE AVAILABLE IN THE USERS MANUAL. SUMMARY TABLE 2 DISPLAYS REACH ROUTING RESULTS AND ROUTING PARAMETERS FOR COMPARISON AND CHECKING.

HYDROGRAPH GENERATION - THE PROCEDURE TO CALCULATE THE INTERNAL TIME INCREMENT AND PEAK TIME OF THE UNIT HYDROGRAPH HAVE BEEN IMPROVED. PEAK DISCHARGES AND TIMES MAY DIFFER FROM THE PREVIOUS VERSION. OUTPUT HYDROGRAPHS ARE STILL INTERPOLATED, PRINTED, AND ROUTED AT THE USER SELECTED MAIN TIME INCREMENT.

INTERMEDIATE PEAKS - METHOD ADDED TO PROVIDE DISCHARGES AT INTERMEDIATE POINTS WITHIN REACHES WITHOUT ROUTING.

OTHER - THIS VERSION CONTAINS SOME ADDITIONS TO THE INPUT AND NUMEROUS MODIFICATIONS TO THE OUTPUT. USER OPTIONS HAVE BEEN MODIFIED AND AUGMENTED ON THE JOB RECORD, RAINTABLES ADDED, ERROR AND WARNING MESSAGES EXPANDED, AND THE SUMMARY TABLES COMPLETELY REVISED. THE HOLDOUT OPTION IS NOT OPERATIONAL AT THIS TIME.

PROGRAM QUESTIONS OR PROBLEMS SHOULD BE DIRECTED TO HYDRAULIC ENGINEERS AT THE SCS NATIONAL TECHNICAL CENTERS:
CHESTER, PA (NORTHEAST) -- 215-499-3933, FORT WORTH, TX (SOUTH) -- 334-5242 (FTS)
LINCOLN, NB (MIDWEST) -- 541-5318 (FTS), PORTLAND, OR (WEST) -- 423-4099 (FTS)

PROGRAM CHANGES SINCE MAY 1982:

12/17/82 - CORRECT PEAK RATE FACTOR FOR USER ENTERED DIMHYD
CORRECT REACH ROUTING PEAK TRAVEL TIME PRINTED WITH FULLPRINT OPTION
5/02/83 - CORRECT COMPUTATIONS FOR ---

1. DIVISION OF BASEFLOW IN DIVERT OPERATION
2. HYDROGRAPH VOLUME SPLIT BETWEEN BASEFLOW AND ABOVE BASEFLOW
3. CROSS SECTION DATA PLOTTING POSITION
4. INTERMEDIATE PEAK WHEN "FROM" AREA IS LARGER THAN "THRU" AREA
5. STORAGE ROUTED REACH TRAVEL TIME FOR MULTYPEAK HYDROGRAPH
6. ORDERING "FLOW-FREQ" FILE FROM SUMMARY TABLE #3 DATA
7. BASEFLOW ENTERED WITH READHYD
8. LOW FLOW SPLIT DURING DIVERT PROCEDURE #2 WHEN SECTION RATINGS START AT DIFFERENT ELEVATIONS

ENHANCEMENTS ---

1. REPLACE USER MANUAL ERROR CODES (PAGE 4-9 TO 4-11) WITH MESSAGES

2. LABEL OUTPUT HYDROGRAPH FILES WITH CROSS SECTION/STRUCTURE, ALTERNATE AND STORM NO'S
 09/01/83 - CORRECT INPUT AND OUTPUT ERRORS FOR INTERMEDIATE PEAKS
 CORRECT COMBINATION OF RATING TABLES FOR DIVERT
 CHECK REACH ROUTING PARAMETERS FOR ACCEPTABLE LIMITS
 ELIMINATE MINIMUM REACH TRAVEL TIME WHEN ATT-KIN COEFFICIENT EQUALS ONE

1

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MIDWEST CLUB ANNEX; 12/14/24;[PROP-21.T20], JL
 VIRTUAL DETENTION BASIN SIZING- PROPOSED CONDITION

JOB 1 PASS 1
 PAGE 2

EXECUTIVE CONTROL OPERATION INCREM

MAIN TIME INCREMENT = 1.20 HOURS

RECORD ID

EXECUTIVE CONTROL OPERATION COMPUT

FROM XSECTION 1

TO XSECTION 3

RECORD ID 100Y24H

STARTING TIME = .00 RAIN DEPTH = 8.57 RAIN DURATION= 24.00 RAIN TABLE NO.= 9 ANT. MOIST. COND= 2
 ALTERNATE NO.=24 STORM NO.=99 MAIN TIME INCREMENT = 1.20 HOURS

OPERATION RUNOFF CROSS SECTION 1

*** WARNING-NO PEAK FOUND, MAXIMUM DISCHARGE = .02 CFS.

TIME(HRS)	DISCHG	FIRST HYDROGRAPH POINT =	PEAK TIME(HRS)	PEAK DISCHARGE(CFS)	PEAK ELEVATION(FEET)	TIME INCREMENT = 1.20 HOURS	DRAINAGE AREA =
.00	.00	.00	24.00	.02	(RUNOFF)	.00	.00 SQ.MI.
12.00	.04	.05	15.60	.10	(RUNOFF)	.02	.02
24.00	.02	.09				.02	.02

RUNOFF VOLUME ABOVE BASEFLOW = 5.40 WATERSHED INCHES, .70 CFS-HRS, .06 ACRE-FEET; BASEFLOW = .00 CFS

OPERATION RUNOFF CROSS SECTION 2

TIME(HRS)	DISCHG	FIRST HYDROGRAPH POINT =	PEAK TIME(HRS)	PEAK DISCHARGE(CFS)	PEAK ELEVATION(FEET)	TIME INCREMENT = 1.20 HOURS	DRAINAGE AREA =
.00	.00	.00	15.29	2.27	(RUNOFF)	.00	.00 SQ.MI.
12.00	.97	1.16				.57	.78
		2.03				.53	.35

RUNOFF VOLUME ABOVE BASEFLOW = 7.17 WATERSHED INCHES, 18.05 CFS-HRS, 1.49 ACRE-FEET; BASEFLOW = .00 CFS

*** WARNING-NO PEAK FOUND, MAXIMUM DISCHARGE = .20 CFS.

PEAK ELEVATION (FEET)
103.72

1

JOB	1	PASS	1
		PAGE	3

[illegible]

168.00	ELEV	100.19	100.18	100.18	100.17	100.17	100.16	100.16	100.15	100.15	100.14
180.00	DISCHG	.01	.01	.01	.01	.01	.01	.01	.01	.01	.01
180.00	ELEV	100.14	100.14	100.13	100.13	100.12	100.12	100.12	100.11	100.11	100.11
192.00	DISCHG	.01	.01	.01	.01	.01					
192.00	ELEV	100.10	100.10	100.10	100.10	100.09					

OPERATION ADDHYD CROSS SECTION 3

*** WARNING-NO PEAK FOUND, MAXIMUM DISCHARGE = .23 CFS.

Peak Runoff (Restricted + Unrestricted)

PEAK TIME(HRS)		PEAK DISCHARGE(CFS)		PEAK ELEVATION(FEET)	
24.00		.23		(NULL)	
15.60		.26		(NULL)	

TIME(HRS)	FIRST HYDROGRAPH POINT =	.00 HOURS	TIME INCREMENT = 1.20 HOURS	DRAINAGE AREA =	.00 SQ.MI.
.00	DISCHG	.00	.01	.03	.05
12.00	DISCHG	.14	.16	.22	.22
24.00	DISCHG	.23	.20	.20	.19
36.00	DISCHG	.19	.19	.18	.18
48.00	DISCHG	.17	.17	.16	.16
60.00	DISCHG	.16	.15	.15	.14

1

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VIRTUAL DETENTION BASIN SIZING- PROPOSED CONDITION

JOB 1 PASS 1
PAGE 4

72.00	DISCHG	.14	.14	.14	.13	.13	.13	.13	.13	.12	.12
84.00	DISCHG	.12	.12	.12	.12	.11	.11	.11	.11	.11	.11
96.00	DISCHG	.11	.11	.10	.10	.10	.10	.09	.09	.09	.09
108.00	DISCHG	.08	.08	.08	.08	.07	.07	.07	.07	.07	.06
120.00	DISCHG	.06	.06	.06	.06	.06	.05	.05	.05	.05	.05
132.00	DISCHG	.05	.05	.04	.04	.04	.04	.04	.04	.04	.04
144.00	DISCHG	.03	.03	.03	.03	.03	.03	.03	.03	.03	.03
156.00	DISCHG	.03	.03	.02	.02	.02	.02	.02	.02	.02	.02
168.00	DISCHG	.02	.02	.02	.02	.02	.02	.02	.02	.02	.01
180.00	DISCHG	.01	.01	.01	.01	.01	.01	.01	.01	.01	.01
192.00	DISCHG	.01	.01	.01	.01	.01					

RUNOFF VOLUME ABOVE BASEFLOW = 6.99 WATERSHED INCHES, 18.51 CFS-HRS, 1.53 ACRE-FEET; BASEFLOW = .00 CFS

EXECUTIVE CONTROL OPERATION ENDCMP

RECORD ID

+

COMPUTATIONS COMPLETED FOR PASS 1

EXECUTIVE CONTROL OPERATION ENDJOB

RECORD ID

1

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VIRTUAL DETENTION BASIN SIZING- PROPOSED CONDITIONJOB 1 SUMMARY
PAGE 5

SUMMARY TABLE 1 - SELECTED RESULTS OF STANDARD AND EXECUTIVE CONTROL INSTRUCTIONS IN THE ORDER PERFORMED
(A STAR(*) AFTER THE PEAK DISCHARGE TIME AND RATE (CFS) VALUES INDICATES A FLAT TOP HYDROGRAPH
A QUESTION MARK(?) INDICATES A HYDROGRAPH WITH PEAK AS LAST POINT.)

SECTION/ STRUCTURE ID	STANDARD CONTROL OPERATION	DRAINAGE AREA (SQ MI)	RAIN TABLE #	ANTEC MOIST COND	MAIN TIME INCREM (HR)	PRECIPITATION			RUNOFF AMOUNT (IN)	PEAK DISCHARGE			
						BEGIN (HR)	AMOUNT (IN)	DURATION (HR)		ELEVATION (FT)	TIME (HR)	RATE (CFS)	RATE (CSM)
ALTERNATE 24 STORM 99													
XSECTION 1	RUNOFF	.00	9	2	1.20	.0	8.57	24.00	5.40	---	15.60	.10	500.2
XSECTION 2	RUNOFF	.00	9	2	1.20	.0	8.57	24.00	7.17	---	15.29	2.27	582.8
STRUCTURE 1	RESVOR	.00	9	2	1.20	.0	8.57	24.00	7.07	103.72	25.20?	.20?	52.0
XSECTION 3	ADDHYD	.00	9	2	1.20	.0	8.57	24.00	6.99	---	15.60	.26	63.1

1

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VIRTUAL DETENTION BASIN SIZING- PROPOSED CONDITIONJOB 1 SUMMARY
PAGE 6

SUMMARY TABLE 3 - DISCHARGE (CFS) AT XSECTIONS AND STRUCTURES FOR ALL STORMS AND ALTERNATES

XSECTION/ STRUCTURE ID	DRAINAGE AREA (SQ MI)	STORM NUMBERS.....
0 STRUCTURE 1	.00	99
+		
ALTERNATE 24		.20
0 XSECTION 1	.00	
+		
ALTERNATE 24		.10
0 XSECTION 2	.00	
+		

ALTERNATE 24
0 XSECTION 3 .00

2.27

+
ALTERNATE 24
1END OF 1 JOBS IN THIS RUN

.26

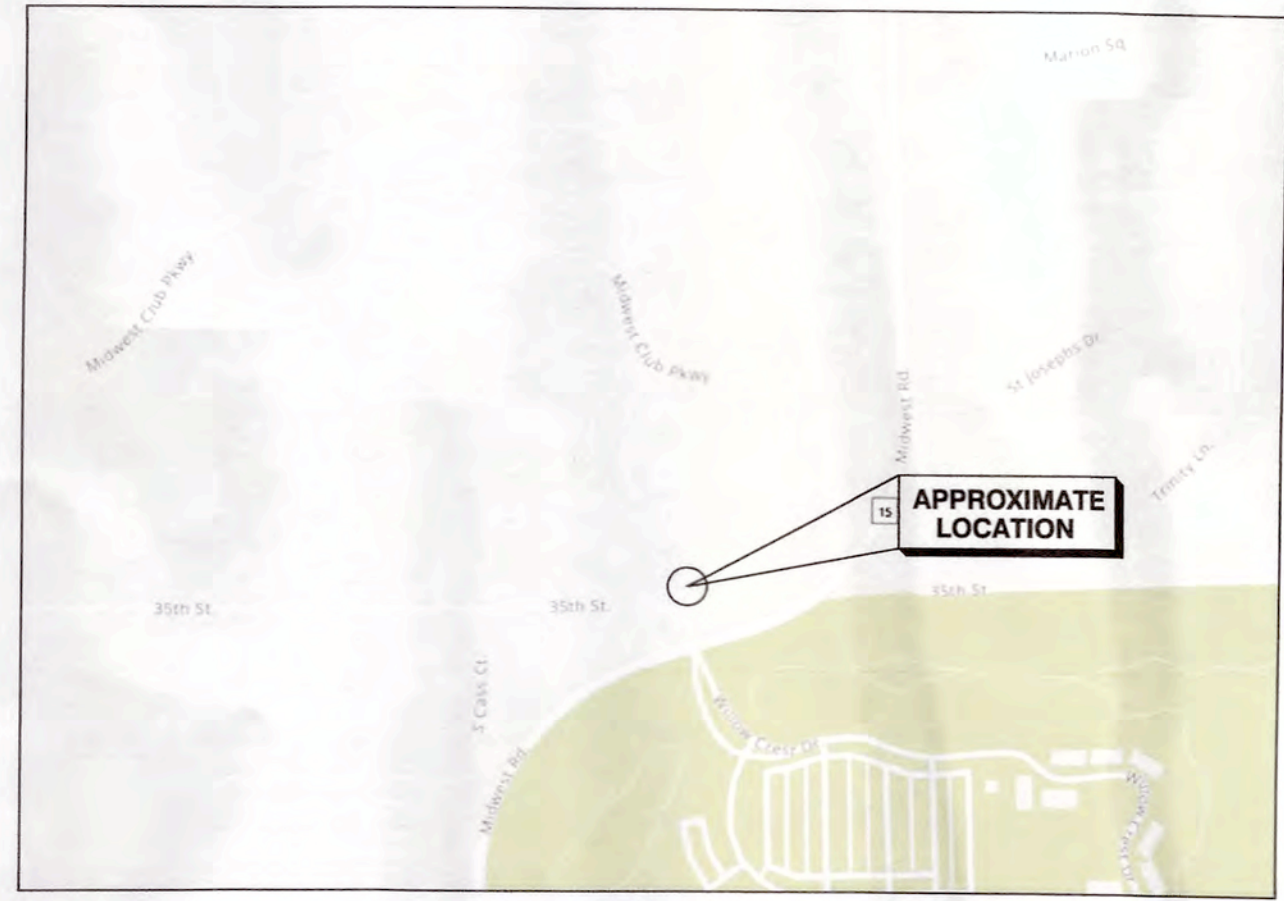
Boundary and Topographic Survey

LEGAL DESCRIPTIONS:
LOT 5 IN MIDWEST ESTATES, A SUBDIVISION IN THE EAST HALF OF THE SOUTH WEST QUARTER OF THE NORTH WEST FRACTIONAL QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SETPEMBER 23, 1958, AS DOCUMENT 895798, IN DUPAGE COUNTY, ILLINOIS.
COMMONLY KNOWN AS: 2222 35TH STREET, OAK BROOK, IL

- ABBREVIATION LEGEND**
- B/C = BACK OF CURB
B/CD = BACK OF DEPRESSED CURB
BSL = BUILDING SETBACK LINE
CHB = CHORD BEARING
CHL = CHORD LENGTH
DIP = DUCTILE IRON PIPE
E = EAST
ELY = EASTERLY
FEX = FENCE CORNER
FFE = FINISHED FLOOR ELEVATION
GUT = GUTTER
ICV = IRRIGATION CONTROL VALVE
(M) = MEASURED DISTANCE
MT = MULTI TRUNK
N = NORTH
NLY = NORTHERLY
PVC = POLYVINYL CHLORIDE PIPE
(R) = RECORD DISTANCE
RAD = RADIUS
RCP = REINFORCED CONCRETE PIPE
R.O.W. = RIGHT OF WAY
S = SOUTH
SLY = SOUTHERLY
T/F = TOP OF FOUNDATION ELEVATION
TWL = TOP OF WALL ELEVATION
TWW = TOP OF WINDOW WELL ELEVATION
VCP = VITREOUS CLAY PIPE
W = WEST
WLY = WESTERLY

- SYMBOL LEGEND**
- ASPHALT
BRICK
BUBBLER
CATCH BASIN
CONCRETE
DECIDUOUS TREE
ELECTRIC METER
FLAG POLE
GAS METER
GRAVEL
GUY ANCHOR
HYDRANT
IRRIGATION CONTROL VALVE
LIGHT
MAIL BOX
PINE TREE
SANITARY MANHOLE
SIGN
SQUARE CURB DRAIN
UNKNOWN MANHOLE
WATER VALVE
WOOD UTILITY POLE

- LINE TYPE LEGEND**
- ADJACENT LOT LINE =
BOUNDARY LINE =
BUILDING SETBACK =
EASEMENT =
FENCE =
CENTERLINE BETWEEN POLES WITH OVERHEAD WIRES =
SANITARY SEWER =
STORM SEWER =
WATER MAIN =



Vicinity Map
(No Scale)

- NOTES:
- ALL MEASURED BEARINGS SHOWN HEREON ARE BASED ON NAD 83 ILLINOIS COORDINATE SYSTEM, EAST ZONE (2011 CORRECTION) AS DETERMINED BY USE OF GPS EQUIPMENT USING TRIMBLE VRS NETWORK AND EQUIPMENT ALONG WITH THE RECORDED PLAT OF SUBDIVISION.
 - CONTOUR INTERVAL = 1.0'
 - ELEVATIONS HEREON REFER TO NAVD 88 DATUM.
 - SOURCE BENCHMARK: VERTICAL ELEVATIONS SHOWN HEREON ARE IN NAVD 88 VERTICAL DATUM AS DETERMINED BY USE OF TRIMBLE'S VRS (GPS) NETWORK AND EQUIPMENT.
SITE BENCHMARK #1: ARROW BOLT ON FIRE HYDRANT AT FRONT OF LOT. (AS SHOWN ON DRAWING) ELEVATION = 744.82
SITE BENCHMARK #2: ARROW BOLT ON FIRE HYDRANT AT MIDWEST CLUB COURT 17. (AS SHOWN ON DRAWING) ELEVATION = 729.30
 - A CURRENT TITLE REPORT WAS NOT FURNISHED, THEREFORE, ALL RESTRICTIONS, ROAD DEDICATIONS, ROAD VACATIONS, AND EASEMENTS MAY NOT BE SHOWN.
 - ALL UTILITIES MAY NOT BE SHOWN. CALL I.U.L.I.E. AT 1-800-892-0123 FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES PRIOR TO ANY DIGGING OR CONSTRUCTION.
 - LOCATION OF ALL UTILITIES AND SUBSTRUCTURES ARE APPROXIMATELY BASED ON SURFACE EVIDENCE AND EXISTING PLANS, AS PROVIDED BY THE CLIENT AND UTILITY COMPANIES.
 - THIS PROPERTY MAY BE WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF OAK BROOK AND AS SUCH IS SUBJECT TO ZONING AND BUILDING RESTRICTIONS.
 - SURVEY FIELD WORK COMPLETED ON 12-11-2024.
 - ALL TREES LESS THAN 6 INCHES IN DIAMETER ARE NOT SHOWN HEREON.
 - PARCEL CONTAINS APPROXIMATELY 114,025 SQUARE FEET. (2.618 ACRES)
 - OVERHEAD WIRES SHOWN HEREON ARE DEPICTED BY CONNECTING CENTERLINE OF POLES THE LOCATION IS NOT NECESSARILY THE EXACT LOCATION OF THE PHYSICAL WIRE STRAND AND IS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

STATE OF ILLINOIS
COUNTY OF KANE) SS

WE, RIDGELINE CONSULTANTS, LLC, ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004766, HAVE PREPARED THIS BOUNDARY AND TOPOGRAPHIC SURVEY. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR BOUNDARY AND TOPOGRAPHIC SURVEYS.

DATED AT MONTGOMERY, ILLINOIS ON DECEMBER 19, 2024.



Ridgeline Consultants LLC
Illinois Professional Design Firm No. 184-004766
1881 Ascott Road, Montgomery, IL 60038
PH: 630.201.7827 FAX: 630.701.1365
Jardine Hup P.L.L.C. 40111 Expiration Date 11/30/2028
Stacy L. Stewart P.L.L.C. 3415 Expiration Date 11/30/2028

REVISION	DATE	DESC	BOOK	DWG. SIZE: E1
			DRAWN: TMS(PAM)	CHECKED: JH
			REFERENCE:	
			DATE: 12-17-2024	
			PROJECT NO:	2024-0285



ITEM 8.C.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
February 25, 2025

SUBJECT: 2025 Official Zoning Map

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to concur with the recommendation from the Planning & Zoning Commission to approve the 2025 Village of Oak Brook Official Zoning Map.

Background/History:

The Village of Oak Brook's GIS Consultant has prepared the 2025 Official Zoning Map for review and the same has been reviewed and recommended by the Planning & Zoning Commission (P&Z) for adoption by the Corporate Authorities. The Illinois Municipal Code 65 ILCS 5/11-13-19 requires that a municipality adopt and publish a new zoning map on an annual basis and by March 31st of each year.

Changes incorporated into the official zoning map have already received Commission recommendations and have been adopted by the Corporate Authorities. The revisions to the map are a Final Plat of Consolidation at 601 & 605 Harger Road (R-2237), Map Amendment at 2222 35th Street (S-1711), Subdivision Amendment at 3601 & 3505 Adams Road (R-2240) and a Planned Development at 1180 Harger Road (S-1707) for a medical facility.

Recommendation:

Staff recommends that the Village Board concur with the recommendation from the Planning & Zoning Commission approving the 2025 Official Zoning Map and direct the Village Attorney to draft a Resolution for consideration at the March 11, 2025 Village Board meeting.

Attachments:

1. Exhibits

ROLL CALL:

Ayes: 2 – Vice Chairman Ziemer, Member DiBernardo, Nimry and Wilczak.
Motion failed.
Nays: 3 Members Cappetta, Pontrelli and Wilczak. Motion failed.
Absent: 4 - Chairman Iyer, Members Bulin, Hasan and Nimry

Vice Chairman Ziemer announced that the public hearing for this matter was concluded.

5.

D. VILLAGE OF OAK BROOK 2025 OFFICIAL ZONING MAP

VOB 2025 OFFICIAL
ZONING MAP

Vice Chairman Ziemer announced the commencement of the public meeting for the petition.

Director Von Drasek reviewed the changes to the 2025 official zoning map.

Elaine Zannis, 150 Briarwood, Oak Brook mentioned that FAR (floor area ratio) is very important to realtors. She said the reduction of the FAR reduces the value of the lots being sold. She said she was in favor of restricting the FAR for 23 Concord Drive.

Motioned by Member Wilczak, seconded by Member DiBernardo to recommend approval of the 2025 Official Zoning Map.

ROLL CALL:

Ayes: 5 – Vice Chairman Ziemer, Members Cappetta, DiBernardo, Pontrelli and Wilczak. Motion carried.
Absent: 4 - Chairman Iyer, Members Bulin, Hasan and Nimry

OTHER BUSINESS

OTHER BUSINESS

6.

Director Von Drasek discussed possible future applications.

PUBLIC COMMENT

PUBLIC COMMENT

7.

ADJOURNMENT:

ADJOURNMENT

8.

Motion by Member Pontrelli, seconded by Member Wilczak to adjourn the meeting at 8:56PM. VOICE VOTE: Motion carried.

ATTEST:

/s/ Rebecca Von Drasek

Rebecca Von Drasek

Director of Development Services

VILLAGE OF OAK BROOK
Planning & Zoning Commission

STAFF REPORT

DATE: January 30, 2025

CASE NO: 2025-05-ZO-OZM

DESCRIPTION: Adoption of 2025 Official Zoning Map

PETITIONER: Village of Oak Brook

DISCUSSION:

The Village of Oak Brook's GIS Consultant has prepared the 2025 Official Zoning Map for review and recommendation by the Planning & Zoning Commission (P&Z) for adoption by the Corporate Authorities. The Illinois Municipal Code 65 ILCS 5/11-13-19 requires that a municipality adopt and publish a new zoning map on an annual basis and by March 31st of each year. The published zoning map should include and acknowledge existing zoning, boundary changes (i.e. annexations), zoning map amendments, and subdivisions that have been approved the preceding year.

Sec. 11-13-19. Except as otherwise provided in this section, the corporate authorities shall cause to be published no later than March 31 of each year a map clearly showing the existing zoning uses, divisions, restrictions, regulations and classifications of such municipality for the preceding calendar year. The first map published in 1960 shall reflect all zoning uses, divisions, restrictions, regulations and classifications in effect on and prior to December 31, 1959. If in any calendar year after the first map is published, there are no changes in zoning uses, divisions, restrictions, regulations and classifications in such municipality, no map shall be published for such calendar year. The map published by the corporate authorities shall be the official zoning map. The corporate authorities may establish a fee charged any person desiring a copy of such map. Such fee shall be paid to the appropriate zoning officer and shall be applied to defray the cost of publication of the official map.

For clarification purposes, any changes being incorporated into the official zoning map have already received Planning & Zoning Commission recommendations and have also been authorized and adopted by the Corporate Authorities. There is no express legal requirement that the P&Z review the zoning map, but it is nevertheless prudent, particularly considering the role that the advisory commissions/boards play in the zoning amendment process.

The 2025 Official Zoning Map changes include the following:

- 601 & 605 Harger Road - Final Plat of Consolidation
- 2222 35th Street – Map Amendment
- 3601 & 3505 Adams Road – Subdivision Amendment

STAFF REPORT – VILLAGE OF OAK BROOK
2025 OFFICIAL ZONING MAP
CASE No. 2025-05-ZO-OZM

Planned Developments that have been approved for individual properties since 2009 when the Planned Development regulations were approved and added to the Village's zoning regulations. The reference to Planned Developments has been added to the Map Legend and an asterisk (*) with ordinance number has been added to specific properties that have received these development approvals and those approved in 2024 are listed below.

***Approved Planned Developments:**

- Kids Urgent Care – 1180 Harger Road – A Planned Development for a medical facility – Ordinance S-1707

CONCLUSION: As such, I would ask that the Planning & Zoning Commission recommend approval of the Village of Oak Brook Official 2025 Zoning Map and authorize the Corporate Authorities to sign the map and publish in accordance with the Illinois Municipal Code.

Respectfully Submitted,



Rebecca Von Drasek
Development Services Director



Village of Oak Brook

2025 Zoning Map

Zoning

Legend

- R-1 Single-Family Detached Residence District
- R-2 Single-Family Detached Residence District
- R-3 Single-Family Detached Residence District
- R-4 Single-Family Detached Residence District
- R-5 Residence District
- B-1 Local Shopping Center District
- B-2 Regional Shopping Center District
- B-3 General Business District
- B-4 Hotel-Office District
- INST Institutional District
- O-3 Office District
- O-4 Office District
- ORA-1 Office-Research-Assembly District
- ORA-2 Office-Research-Assembly District
- ORA-3 Office-Research-Assembly District
- CR Conservation/Recreation Area

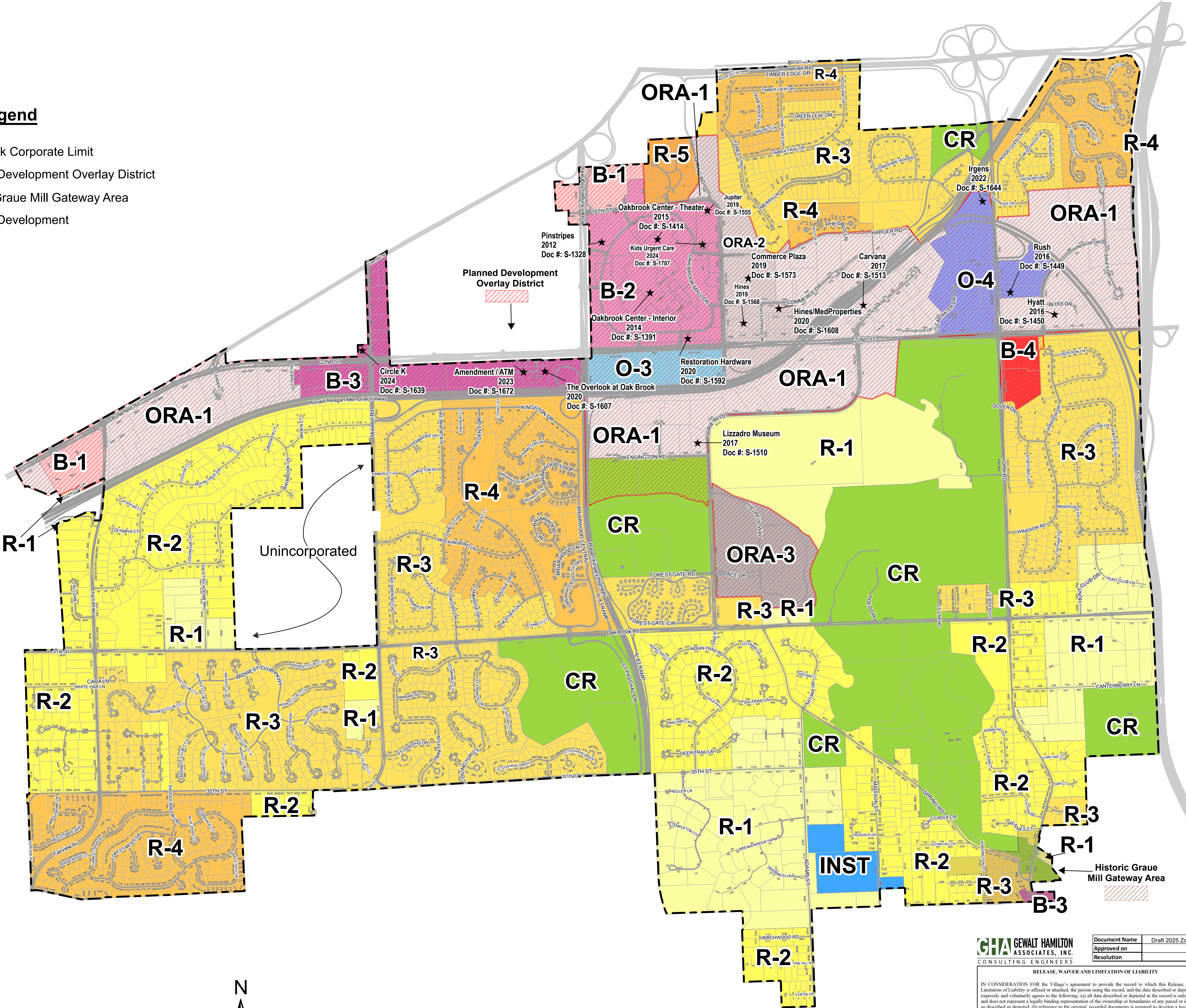
- Oak Brook Corporate Limit
- Planned Development Overlay District
- Historic Graue Mill Gateway Area
- Planned Development

General Requirements Village of Oak Brook

District	Maximum Height		Minimum Lot Width	Minimum Lot Width Within Buildable Area	Maximum F.A.R.	Lot coverage
	Stories	Feet				
Residential						
R-1	None	50 ft (R)* 45 ft (N)	220 ft	2 acres	0.4 (N)*	0.375 ft
R-2 (Lots > 1 acre)		45 ft (R) 45 ft (N) & (I)	150 ft	1 acre		
R-2 (Lots < 1 acre)		40 ft (R) 45 ft (N) & (I)	None	None		
R-3		40 ft (R)* 45 ft (N) & (I)	100 ft	25,000 sq ft		
R-4		35 ft (R)* 45 ft (N) & (I)	75 ft	18,000 sq ft		
R-5 (Lots >4 acres)		Duplexes 35 ft - flat roofs 30 ft**	NA	**	0.5 (N)*	0.30 ft
Business						
B-1	2 stories	50 ft	None	None	0.5	
B-2	None	None			0.5	
B-3	3 stories	35 ft			1.2	
B-4	5 stories	None			0.6	
Institutional						
INST, INST (R)		45ft 90 ft (towers, spires, steeples)	None	None	0.4	
Office Research Assembly						
ORA-1	5 stories	76 ft	None	None	0.48	See code 13-10B-3A
ORA-2	12 stories	174 ft		None		
ORA-3	3 stories	35 ft		24 acres	0.44	
Office						
O-3	None	None	None	None	0.8	
O-4	8 stories	118 ft			0.8	
O-4 (mixed use)	16 stories	180 ft			1	
Conservation/Recreation						
CR	None	30 ft	220 ft	5 acres	0.15	

*See Exceptions

**See Zoning Regulations, Residence District- Article E
R= Residential N= Non Residential F.A.R. = floor Area Ratio I = Institutional



GHA GEWALT HAMILTON ASSOCIATES, INC. CONSULTING ENGINEERS	
Document Name	Draft 2025 Zoning Map
Approved on	
Resolution	

RELEASE, WAIVER AND LIMITATION OF LIABILITY

IN CONSIDERATION FOR the Village's agreement to provide the record to which this Release, Waiver and Limitation of Liability is affixed or attached, the person using the record, and the data described or depicted therein, expressly and voluntarily agrees to the following: (a) all data described or depicted in the record is only an estimate and does not represent a legally binding representation of the ownership or boundaries of any parcel or improvement so described or depicted; (b) reference to the original, recorded documents is required to develop a legal opinion of the ownership or boundaries of any parcel or improvement so described or depicted; (c) the data is presented as-is, where-is, with all faults, and the Village expressly disclaims all warranties, express or implied, including any warranty of accuracy, title or fitness for a particular purpose; (d) the user, for itself and its successors, assigns, contractors and employees, releases the Village from and waives any and all claims arising from the use of the data described or depicted in the record or any inaccuracy thereof; and (e) the user agrees to indemnify, defend and hold harmless the Village, its officers, employees and agents of any liability arising from the use of the data described or depicted in the record or the inaccuracy thereof.

Data Sources: Village of Oak Brook, GHA, DuPage & Cook Counties



ITEM 9.A.1.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
February 25, 2025

SUBJECT: 2nd Amendment to the 2023 Professional Civil Engineering Services Contract.

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$120,000 is included in the FY2025 Budget in account 462-76200.

RECOMMENDED MOTION: I move to approve Resolution R-2273, a Resolution approving the 2nd Amendment to the 2023 Civil Engineering Agreement with Civiltech Engineering, Itasca, Illinois, for an estimated amount of \$375,000 (\$120,000 in 2025, \$123,700 in 2026, in \$131,300 for 2027), pending final attorney review and approval.

Background/History:

In August of 2022, the Village issued a Request for Qualifications (RFQ), soliciting statements of qualifications from consulting engineering firms with demonstrated experience in one or more of ten different municipal engineering service categories. Civiltech Engineering, Inc. (Civiltech) was one of six firms short-listed in the Civil Engineering category, in addition to other categories. The Prequalified Professional Engineering Services providers short-list was approved by the Board at its January 10, 2023, meeting.

On February 14, 2023, the Village requested hourly-rate proposals from five of the six firms short-listed in the Civil Engineering category, including Civiltech. The request for proposals (RFP) was to serve as the Village's in-house Professional Civil Engineer to support the Public Works Department. Civiltech was awarded the contract at the Village's February 28, 2023, Board meeting. The original agreement is renewable on an annual basis for an additional four years (i.e., through 2027) under the same terms and conditions of the original contract. At the Board's December 12, 2023, meeting, Civiltech's contract was extended through FY 2024.

Since coming on-board in March of 2023, Civiltech has provided extensive valuable Civil Engineering services in support of the Public Works Department and occasionally to the Development Services Department, as listed in Civiltech's previous 2024 Renewal Proposal. The attached Renewal Proposal is for 2025 through 2027.

Over the entire contract duration through December 2024, Civiltech has provided 94 weeks of service and has averaged 28 hours per week. This is up from 22 hours per week at the time of the 2024 renewal. On a month-to-month invoice basis, Civiltech's average hourly billing rate has varied based on the level of staffing needed

at the particular time, from as low as \$96 to as high as high as \$167. Civiltech's estimated hourly rate in their 2024 renewal was established at \$157. Assuming similar trends with respect to types of services required, volume of requests, and anticipated staffing, Civiltech proposes anticipated average billing rates of \$162, \$167, and \$172 for the fiscal years 2025, 2026, and 2027, respectively. This is an approximately 3% increase per year to account for pay rate increases. It should be noted that Civiltech's rates for 2025, 2026, and 2027 are still below the second through fourth-ranked consultants in the original 2023 Civil Engineering Services RFP.

In staff's opinion, Civiltech has continued to provide a high level of service to the Village and has built a solid foundation of institutional knowledge regarding Village-wide and Department-specific operations and procedures. This will allow for continued efficiencies as they provide these critical services to the Village. Staff strongly recommends renewal of Civiltech's contract.

Recommendation:

Staff recommends approval of Resolution R-2273, a Resolution approving the 2nd Amendment to the 2023 Civil Engineering Agreement with Civiltech Engineering, Itasca, Illinois, for an estimated amount of \$375,000 (\$120,000 in 2025, \$123,700 in 2026, in \$131,300 for 2027), pending final Attorney review and approval.

Attachments:

1. 2025-PW-ENG-AMND-CNTRCT-R-2273
2. 2ndAmendmentCivilEngSrvsAgrmnt

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2025-PW-ENG-AMND-CNTRCT-R-2273

A RESOLUTION
AUTHORIZING AND APPROVING THE SECOND AMENDMENT
TO THE 2023 CIVIL ENGINEERING AGREEMENT WITH
CIVILTECH ENGINEERING, OF ITASCA, 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 25th day of February 2025

RESOLUTION NO. 2025-PW-ENG-AMND-CNTRCT-R-2273

A RESOLUTION
AUTHORIZING AND APPROVING THE SECOND AMENDMENT TO THE 2023 CIVIL
ENGINEERING AGREEMENT WITH CIVILTECH ENGINEERING, OF ITASCA, ILLINOIS

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

WHEREAS, 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 February 14, 2023, the Village Board approved the awarding of the 2023 Professional Municipal Engineering Services Agreement to Civil Engineering (the “Company”);

WHEREAS, the initial term of the contract was for one year and 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 and at the Village’s December 12, 2023, meeting, the Agreement was extended through FY 2024, and now in need of a second extension;

WHEREAS, Staff is requesting the approval of the Company’s proposal for FY25 through FY27 rates and extend the existing agreement through FY27, in accordance with the Second Amendment to the 2023 Professional Municipal Engineering Services Agreement (the “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 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 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 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 25th day of February 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 25th day of February 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Amendment]



REVIEW OF CONTRACTS

Awarding Agency:

VOB

Type of Contract:

Amendment

Department:

PW

Program/Account Number:

4608-76200

Awarded Contract Price:

\$375,000 (2025-2027)

Budgeted Amount:

\$120,000 (7825)

CONTRACT AMOUNT

☐ Under \$20,000

☐ \$500,001 - \$1,000,000

☒ \$20,000 - \$500,000

☐ Over \$1,000,000

NOTES

Resolution #2025-PW-Eng-Amnd-Contr-R-2273
2nd Amendment to the 2023 Civil
Engineering Services Agreement.

DEPARTMENT DIRECTOR SIGNATURE

Name:

Timothy O'Malley

Date:

INITIAL REVIEWING ATTORNEY SIGNATURE

Name:

Date:

APPROVED BY VILLAGE MANAGER

Name:

Date:

FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name:

Date:

☐ 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 2023 PROFESSIONAL CIVIL ENGINEERING
SERVICES AGREEMENT**

THIS AMENDMENT TO THE 2023 PROFESSIONAL CIVIL ENGINEERING SERVICES AGREEMENT ("Amendment") executed by the parties on March 3, 2023, is made as of _____, 2025 by and between CIVILTECH ENGINEERING, INC. ("Civiltech"), and the VILLAGE OF OAK BROOK, ILLINOIS ("Village").

R E C I T A L S

WHEREAS, Civiltech and the Village entered into a 2023 Professional Civil Engineering Services Agreement ("*Agreement*"), pursuant to which Civiltech agreed to provide the Village Professional Civil Engineering Services, as more fully described in the Agreement.

WHEREAS, the term of the Agreement was for Fiscal Year 2023, as specified in Section 1.2., Completion Date.

WHEREAS, the parties extended the term of the Agreement for Fiscal Year 2024, pursuant to the First Amendment dated December 14, 2023.

WHEREAS, the parties desire to extend the term of the Agreement for Fiscal Years 2025, 2026, and 2027, 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.** Civiltech's anticipated average hourly billing rate is \$162 for Fiscal Year 2025, \$167 for Fiscal Year 2026, and \$172 for Fiscal Year 2027, for Professional Civil Engineering Services, as indicated in the attached Renewal Proposal Letter, submitted by Civiltech, dated February 12, 2025.

- B. **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, Sikich and the Village have respectively executed this Amendment to be effective as of the date first above written.

ATTEST:

CIVILTECH ENGINEERING, INC.

By: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

VILLAGE OF OAK BROOK

By: _____
Village Clerk

By: _____
Village Manager

Date: _____



Civiltech Engineering, Inc.

www.civiltechinc.com

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

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

Transportation Design

Traffic Engineering

Civil Engineering

Construction Engineering

Environmental Studies

Water Resources

Structural Design

Right of Way

Urban Design

Transportation Planning

Program Management

February 12, 2025

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

Via email to tomalley@oak-brook.org

**Re: Professional Consulting Civil Engineering Services
2025/2026/2027 Renewal Proposal**

Dear Mr. O'Malley:

Civiltech Engineering is very appreciative of the continued opportunity to provide Professional Consulting Civil Engineering Services to the Village since being retained in March of 2023, and extended via renewal through 2024. We also appreciate the opportunity to continue our relationship through a contract renewal for the three-year period of 2025 through the end of 2027. In addition to the services we provided in 2023 as listed in our previous renewal, we have provided the following services to the Village's Public Works, and occasionally Development Services Departments, in 2024.

- Continued and/or completed coordination on 10 public works engineering projects as follows: Spring Road Pavement/Watermain/Culvert Preliminary Engineering; 2024 Streets Program Design and Construction; Bath & Tennis Drive Design and Construction; Merry Lane Watermain Design and Construction; Briarwood Watermain Design and Construction; Public Right-of-Way ADA Self-Evaluation and Transition Plan; Village Pavement Rehabilitation Program; Bike Route/ Multi-Use Path Master Plan; Sports Core Parking Lot Improvements; and Water System Modeling Update.
- Completed project scoping/RFP development and assisted with consultant selection for 11 more public works engineering projects as follows: 2025 Streets Program Design and Construction; Stormwater Master Plan; Bath & Tennis Drive Construction; Sports Core Driving Range, Lot Expansion, Detention, Compensatory Storage Design; Butler Government Center HVAC System Design; Jorie Boulevard over Ginger Creek Culvert Repair Design and Construction; Water System Disinfection Modernization Design and Construction; IDOT Route Aesthetics and Branding Improvement Concept Designs; Woodside/Forest Glen Watermain Design and Construction; and Ginger Creek Watermain and Storm Sewer Improvements Design and Construction. Currently assisting with consultant coordination on all of these.



- In the process of completing project scoping, RFP development, and/or RFP issuance for 6 additional public works engineering projects anticipated to be awarded in 2025 as follows: Jorie Boulevard North Sidepath Design and Construction; Spring Road Pavement/Watermain/Culvert Design; Public Works Parking Lot Design and Construction; 2026 Streets Design and Construction; 38th Street/Saddlebrook Watermain/Storm Sewer/35th St. Sidewalk Design; and Timber Edge Pedestrian Bridge Decking Design and Construction.
- Assisted Village and consultants/contractors to reach completion or substantial completion on the following 5 public works construction projects/contracts: Bath & Tennis Drive; Merry Lane Watermain; 2024 Streets; Briarwood Lakes Watermain; and Sports Core Parking Lot Expansion.
- Anticipating assisting Village and consultants/contractors to initiate 6 public works construction projects/contracts in 2025: 2025 Streets Program; Woodside/Forest Glen Watermain; Sports Core Driving Range, Lot Expansion, Detention, Compensatory Storage; Water System Disinfection Modernization; IL 83/I-88 Watermain; and Jorie Boulevard over Ginger Creek Culvert Repair.
- Continued coordination on routine inspections of the Village's 7 National Bridge Inventory structures and 5 other structures.
- Continued assisting the Village as needed with Tollway coordination regarding the reconstruction of the York Road Bridge over the I-88/I-294 Connector.
- Began project scoping for a Jorie Boulevard corridor improvement (31st Street to 22nd Street) for potential fall 2025 application for up to 80% STP-L funding.
- Prepared and submitted an ITEP application for up to 80% funding for the reconstruction of the west York Road sidepath between 31st Street and 22nd Street.
- Assisted with preparation of an OSLAD grant for a potential restroom building at Sports Core.
- Performing monitoring for Bath and Tennis Road wetlands establishment per Village/County ordinance.
- Assisting Village with coordination of two IDOT Smart Corridor projects along Butterfield/22nd/Cermak.
- Preparing concept alternatives and cost estimates for Trinity Lakes stairway/bridge project.
- Assisted with the development of the FY2025 annual budget at five-year capital improvement program.
- Evaluated/summarized dozens of IDOT Bureau of Local Roads and Streets Circular Letters to determine applicability to the Village.
- Reviewing Village Construction Standards in anticipation of an update.
- Preparing applications to revise the roadway functional classification of three Village local streets to become collector streets.
- Evaluating several grants/funding sources for potential application to Village projects including ComEd, STP-L, STP-Shared, CMAQ, TAP-L, ITEP, RTP, DCEO, OSLAD, Local Bridge Fund, Illinois Special Bridge Fund.



- Performed several field visits with and without Village staff in support of public works projects.
- Provided miscellaneous advice and input on a variety of day-to-day engineering-related items.
- Met with the Public Works department on a weekly basis, the Public Works/Development Services Departments on periodic basis, and the Public Works Department Head and Village Manager monthly.
- Continued building institutional knowledge regarding Village-wide and Department-specific operations and procedures.

As proposed in our original agreement, **Jim Woods, P.E., PTOE** has served as the Project Manager and Lead Consultant, and **Kristin Kalitowski, P.E.** has served as the Deputy PM and secondary point of contact. Both have continued solid working relationships with Village staff and have enjoyed their time doing so. Also as originally proposed, Jim and Kristin have continued to consult with or assign tasks as appropriate to Civiltech's extensive team of Civil Engineers and Technicians at our Itasca and Chicago offices. We propose to continue this plan of service while using younger staff as feasible to maintain the lowest possible average hourly rate while maintaining the highest level of service.

Between March of 2023 and the end of December 2024, Civiltech has provided 94 weeks of service to the Village and has averaged 28 hours per week. This is up from 22 hours per week at the time of the 2024 renewal. On a month-to-month invoice basis, our average hourly billing rate has varied based on classification of staffing needed at the particular time, from as low as \$96 to as high as \$167. Our estimated hourly rate in our 2024 renewal was established at \$157. Assuming similar trends with respect to types of services required, volume of requests, and anticipated staffing, Civiltech proposes anticipated average billing rates of \$162, \$167, and \$172 in for the fiscal years 2025, 2026, and 2027, respectively. This is an approximately 3% increase per year to account for pay rate increases. That said, we will continue to be mindful and ensure that the appropriate level of staff experience is assigned to the Village's individual engineering assignment needs to minimize costs.

Anticipated average billing rates	2025 - \$162	2026 - \$167	2027 - \$172
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We truly appreciate the opportunity to submit this renewal proposal to the Village and look forward to continuing to support Village staff as part of the great work to be done in Oak Brook for years to come.

Please do not hesitate to reach out to me with any questions or comments, at (630) 735-3382.

Very truly yours,

Jonathan R. Vana, P.E.
President | Director of Design Services

Civiltech Engineering, Inc.



ITEM 9.A.2.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
February 25, 2025

SUBJECT: Award of Contract: A Professional Engineering Services Agreement for the Ginger Creek Watermain and Storm Sewer Improvements.

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$342,000 for Watermain Design in account # 451-76200, and \$86,000 in account # 462-76200 for Stormwater Improvements Design in FY2025 Budget.

RECOMMENDED MOTION: I move to approve Resolution R-2281 awarding a Professional Engineering Services Agreement for the Village's Ginger Creek Watermain and Storm Sewer Improvements to Engineering Resource Associates, Warrenville, Illinois, in the amount of \$291,110.00 pending final attorney review and approval.

Background/History:

On January 8, 2025, staff requested proposals for engineering for the Ginger Creek Watermain and Storm Sewer Improvements from the list of ten consultants that were pre-qualified in the applicable engineering disciplines as part of the Village's August 2022 Request for Qualifications for Professional Consulting Engineering Services.

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

Approximately 13,000 feet of watermain and 1,500 feet of storm sewer are included in this project. The selected consultant will also obtain pavement cores and soil borings to design the scope of any pavement removal and replacement that may be required. The project must adhere to Village, AWWA, IEPA, IDNR, UASCE, and DuPage County standards as required.

Seven proposals were received on or prior to the January 24, 2025, deadline. Three of the ten consultants chose not to submit a proposal. The proposed fees and work hours are as follows.

Engineering	Thomas	Baxter &	BLA	Gewalt	Trotter	Christopher
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Resource Associates		Woodman		Hamilton		B. Burke
\$291,110.00	\$314,898.05	\$373,760.00	\$382,664.60	\$409,014.00	\$481,486.00	\$658,340.00
2,099 hours	2,410 hours	3,006 hours	2,146 hours	2,236 hours	2,488 hours	3,361 hours

All proposals were reviewed for consistency of project approach, scope of services, and consultant project experience. All proposals were deemed generally compliant with the Request for Proposals and Village needs. Engineering Resource Associates of Warrenville, Illinois, in the amount of \$291,110.00, is that lowest cost proposal.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2281 awarding a Professional Engineering Services Agreement for the Village's Ginger Creek Watermain and Storm Sewer Improvements to Engineering Resource Associates, Warrenville, Illinois, in the amount of \$291,110.00 pending final attorney review and approval.

Attachments:

1. 2025-PW-ENG-AG-WTRMN-R-2281
2. Design&ConstEngSrvsGingerCreekWM&StormSewerImp

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2025-PW-ENG-AG-WTRMN-R-2281

A RESOLUTION
AWARDING A PROFESSIONAL ENGINEERING SERVICES
AGREEMENT TO ENGINEERING RESOURCE ASSOCIATES,
OF WARRENVILLE, ILLINOIS, FOR THE GINGER CREEK
WATERMAIN AND STORM SEWER IMPROVEMENT PROJECT

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this 25th day of February 2025

RESOLUTION NO. 2025-PW-ENG-AG-WTRMN-R-2281

A RESOLUTION

AWARDING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT TO
ENGINEERING RESOURCE ASSOCIATES, OF WARRENVILLE, ILLINOIS, FOR THE
GINGER CREEK WATERMAIN AND STORM SEWER IMPROVEMENT PROJECT

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

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

WHEREAS, on January 8, 2025, staff requested proposals for engineering for the Ginger Creek Watermain and Storm Sewer Improvements (the "Project") from the list of ten consultants that were pre-qualified in the applicable engineering disciplines as part of the Village's August 2022 Request for Qualifications for Professional Consulting Engineering Services., and whereby seven (7) proposals were received on or before the January 24, 2025 deadline;

WHEREAS, of the seven proposals that were received, Staff reviewed each for consistency of project approach, scope of services, and consultant project experience;

WHEREAS, Staff has determined that Engineering Resource Associates, of Warrenville, Illinois, (the "Company") had submitted the proposal providing the best overall value to the Village for the services desired, as further detailed in the Professional Engineering Services Agreement (the "Agreement") attached hereto and incorporated herein as Exhibit A;

WHEREAS, Staff now recommends that the Corporate Authorities award the Agreement for the Project to Company, for the reasons provided for herein; and

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

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

Section One – Recitals

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

Section Two – Award of Contract

The Corporate Authorities hereby awards the Agreement, substantially in the form attached hereto and made a part hereof as Exhibit A, to Company for the Project referenced herein.

Section Three – Authorization and Direction

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six - Acts of Village Officials

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

Section Seven – Effective Date

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

Section Eight - Publication

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

Section Nine – Conflict Clause

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

Section Ten – Saving Clause

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

Section Eleven – Recording

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

PASSED THIS 25th day of February 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 25th day of February 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Agreement]



REVIEW OF CONTRACTS

Awarding Agency:

VOB

Type of Contract:

Eng. Srvs.

Department:

PW

Program/Account Number:

451-76200

Awarded Contract Price:

\$291,110.00

Budgeted Amount:

\$342,000.00

CONTRACT AMOUNT

☐ Under \$20,000

☐ \$500,001 - \$1,000,000

☒ \$20,000 - \$500,000

☐ Over \$1,000,000

NOTES

Resolution #2025-PW-Eng-Ag-Wtrmn-R-2281
Design and Engineering Services
Agreement for the Bringer Creek
Water Main & Storm Sewer Imp.
Project

DEPARTMENT DIRECTOR SIGNATURE

Name:

Timothy O'Malley

Date:

INITIAL REVIEWING ATTORNEY SIGNATURE

Name:

Date:

APPROVED BY VILLAGE MANAGER

Name:

Date:

FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name:

Date:

☐ 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 _____

DESIGN AND CONSTRUCTION ENGINEERING SERVICES AGREEMENT

VILLAGE OF OAK BROOK

GINGER CREEK WATER MAIN AND STORM SEWER IMPROVEMENTS PROJECT

THIS AGREEMENT, made and entered into this ___ day of _____, 2025, by and between **Engineering Resource Associates** (hereinafter referred to as "ENGINEER") and the Village of Oak Brook, a municipal corporation (hereinafter referred to as "VILLAGE") covers certain professional engineering services in connection with the **Ginger Creek Water Main and Storm Sewer Improvements Project**, (hereinafter referred to as "PROJECT").

The VILLAGE wishes to retain ENGINEER for these certain professional engineering services and ENGINEER is willing to perform such services for the compensation and in accordance with the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits, covenants and agreements contained within this Agreement, the parties agree as follows:

1. SCOPE OF SERVICES

ENGINEER agrees to perform engineering consulting services as defined in the Scope of Services attached as Appendix I and made a part of this Agreement.

2. COMPENSATION AND PAYMENT

ENGINEER shall be paid by VILLAGE for all services stipulated within this Agreement according to the Compensation Schedule attached as Appendix II and made a part of this Agreement.

Payment to ENGINEER shall be made by VILLAGE upon receipt of ENGINEER'S monthly invoice. The invoice shall consist of a summary of direct labor hours by ENGINEER'S standard job classification times the respective factors as depicted in Appendix II plus listing of reimbursable costs incurred with copies of appropriate invoices. The invoice will state the phase of work for which it applies, if a multi-phase scope is used (e.g., design, construction, etc.). If VILLAGE identifies an item in the invoice which appears to be in error, VILLAGE may withhold the amount in question, pay the balance of the invoiced amount, and provide ENGINEER with a statement concerning the item questioned. Alternatively, VILLAGE may pay the invoiced amount in full, provide ENGINEER with a statement of the item questioned, and an adjustment, if appropriate, will be made in the next subsequent invoice submitted by ENGINEER.

Engineer will mark "Invoice number _____ and final" on the invoice which closes out this contract or a phase of the contract.

If VILLAGE fails to make any payment due ENGINEER for services and expenses, including amounts wrongly withheld, within thirty (30) days after submittal of ENGINEER'S billing thereof, the amounts due ENGINEER shall include a charge at the rate of one percent (1.0) per month from such thirtieth (30th) day; and, in addition, the ENGINEER may, after giving seven (7) days written notice to VILLAGE, suspend services under this Agreement until it has been paid in full the amounts due it for services and expenses. During the period of any such suspension, the parties shall have the same rights and obligations as are provided by Subsection 5(e) of this Agreement.

3. TIME SCHEDULE

The services required by this Agreement shall be completed in accordance with the Time Schedule attached as Appendix III and made a part of this Agreement. It is recognized by the parties that the Time Schedule may be contingent upon factors beyond the control of either party. Both parties will take all reasonable steps to adhere to the Time Schedule.

4. TERM OF AGREEMENT

Unless extended by amendment, this Agreement shall terminate at the time of receipt of final payment by the ENGINEER, provided that all warranties and representations shall survive said final payment.

5. GENERAL TERMS AND CONDITIONS

a. Modification

The nature and the scope of services specified in this Agreement may only be modified by written amendment to this Agreement approved by both parties.

b. Relationship between ENGINEER and VILLAGE

ENGINEER shall serve as VILLAGE'S professional engineering consultant in those phases of the PROJECT to which this Agreement applies. The relationship is that of a buyer and seller of professional services, and it is understood that the parties have not entered into any joint venture or partnership with the other.

c. Responsibility of the ENGINEER

That all plans and other documents furnished by the ENGINEER pursuant to this Agreement will be endorsed by him and will show his professional seal where such is required by law.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between VILLAGE and any other party concerning the PROJECT, ENGINEER shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of VILLAGE, the construction contractor,

other contractors or subcontractors performing any of the work or providing any of the services on the PROJECT, nor shall ENGINEER be responsible for the acts or omissions of VILLAGE provided that the ENGINEER has properly executed his duties. ENGINEER shall not be responsible for the failure of VILLAGE, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the PROJECT documents, or any other agreement concerning the PROJECT. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this Subsection 5(c) is expressly amended for the purposes described in such amendment and is signed by ENGINEER.

d. Corrections

In the event plans, surveys or construction staking is found to be in error and revisions of the plans or survey or construction staking are necessary, the ENGINEER agrees that he will perform such work without expense to the VILLAGE, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.

e. Suspension of Services

VILLAGE may, at any time, by written order to ENGINEER (Suspension of Services Order), require ENGINEER to stop all, or any part of, the services required by this Agreement. Upon receipt of such an order, ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order.

ENGINEER will not be obligated to provide the same personnel employed prior to suspension when the services are resumed, in the event the period of any suspension exceeds thirty (30) days.

f. Termination

- 1) The VILLAGE shall have the right to terminate this Agreement with or without cause upon serving thirty (30) days written notice upon the other party.
- 2) Upon such termination, the liabilities of the parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. All warranties and the provisions of Section 5, Paragraph I shall be in full force and effect after termination.

Upon such termination, ENGINEER shall cause to be delivered to the VILLAGE all drawings, specifications, partial and completed estimates, and any and all other data concerning the PROJECT which ENGINEER is then accomplishing for the VILLAGE. ENGINEER shall be paid for any

services completed and any services partially completed in accordance with Sections 2 and 3.

g. Warranties

In addition to the covenants herein made, the ENGINEER represents and certifies that its engineering services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized engineering firms in the industry in performing services of a similar nature in existence at the time of performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the VILLAGE.

h. Representations

In addition to the covenants herein made, the ENGINEER represents and agrees:

- 1) That all plans and special provisions to be furnished by the ENGINEER pursuant to this Agreement will be in accordance with the current standard specifications and policies of the VILLAGE, it being understood that all such plans and drafts shall, before being finally accepted, be subject to approval by the VILLAGE.
- 2) That he has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the VILLAGE shall have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 3) The ENGINEER represents and certifies that the ENGINEER is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the ENGINEER is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* ENGINEER represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the VILLAGE prior to the execution of this Agreement, and that this Agreement is made without

collusion with any other person, firm, or corporation. If at any time it shall be found that the ENGINEER has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the ENGINEER shall be liable to the Village for all loss or damage that the VILLAGE may suffer, and this Agreement shall, at the VILLAGE's option, be null and void.

- 4) That he is qualified technically and is conversant with the policies applicable to the PROJECT; and that he has and will furnish sufficient, properly trained and experienced personnel to perform the services enumerated herein.
- 5) That he will not employ, for the duration of this Agreement, any person presently employed by the VILLAGE without the written consent of the VILLAGE.
- 6) ENGINEER represents and certifies that, to the best of its knowledge: (1) no elected or appointed VILLAGE official, employee or agent has a personal financial interest in the business of ENGINEER or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither ENGINEER nor any person employed or associated with ENGINEER has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither ENGINEER nor any person employed by or associated with ENGINEER shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

i. Documents Property of VILLAGE

Drawings, specifications, reports, and any other documents prepared by ENGINEER in connection with any or all of the services furnished hereunder shall be the property of VILLAGE and the VILLAGE shall obtain any and all intellectual property rights in the drawings, specifications, reports, and documents prepared by ENGINEER in connection with any and all of the services furnished hereunder. ENGINEER shall have the right to retain copies of all documents and drawings for its files. All construction drawings shall be prepared electronically using MICROSTATION software. Paper copies will be provided to the VILLAGE in full-size (24" x 36") or quarter-size (11" x 17") as requested. Electronic design files will also be transferred to the VILLAGE.

If construction services are a part of the ENGINEER'S work, he will create electronic "As-Built" conditions and will deliver them to the VILLAGE within thirty (30) days after completion of construction and before final payment to the ENGINEER. ENGINEER will title these files "Record Drawings".

If construction services are not part of the ENGINEER'S work, he will deliver electronic MICROSTATION files to the VILLAGE upon request and before final payment to the ENGINEER.

j. Access to Records

The ENGINEER shall maintain all books, documents, papers, accounting records and other evidence pertaining to his costs incurred by reason of this Agreement and agrees to make such material available, at his office at the address indicated in Section 5, Paragraph u of this Agreement, at all reasonable times during the life of this Agreement and for a period of three (3) years from the date of final payment of the obligations of this Agreement by the VILLAGE or such longer time as requested by the VILLAGE, for inspection by personnel of the VILLAGE, or any authorized representative of the VILLAGE, and copies thereof shall be furnished if requested. The cost of any copies shall be paid by the VILLAGE.

k. Reuse of Documents

All documents, including drawings and specifications furnished by ENGINEER pursuant to this Agreement, are intended for use on the PROJECT only. They should not be used or modified by VILLAGE or others on extensions of the PROJECT or any other project without specific written verification or adaptation by ENGINEER. Any reuse or modification without written verification or adaptation by ENGINEER shall be at VILLAGE'S sole risk.

l. Indemnification

ENGINEER agrees to indemnify, hold harmless, and defend (or pay the VILLAGE for the costs of defense if the Village so desires in its sole discretion) the VILLAGE and any of its officers, employees, or agents from and against all liability, claims, demands, and causes of action arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from any negligence, errors or omissions by the ENGINEER in the performance of this Agreement.

In the event of joint or concurrent negligence of ENGINEER and VILLAGE, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.

m. Entire Agreement

This Agreement sets forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

n. Governing Law

This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

o. Successors and Assigns

The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party shall assign this Agreement in whole or in part without the proper written approval of the other.

p. Waiver of Contract Breach

The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement, and shall not be construed to be a waiver of any provision, except for the particular instance.

q. Severability of Invalid Provisions

If any provisions of this Agreement shall be held to contravene or be invalid under the laws of any particular State, County or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid in the particular State, County or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

r. Force Majeure

Neither VILLAGE nor ENGINEER shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, or natural calamities.

s. Access and Permits

VILLAGE shall arrange for ENGINEER to enter upon public and private property and shall obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the PROJECT.

t. Designation of Authorized Representatives

Each party shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the PROJECT. The persons designated shall review and respond promptly to all communications received from the other party.

u. Address for Notices

Whenever it is provided in this Agreement that notice shall be given or other communication sent to ENGINEER, such notices or communications shall be delivered or sent to:

Engineering Resource Associates
3S701 West Avenue
Suite 150
Warrenville, Illinois 60555
Attn: Marty Michalisko, PE, CFM
Principal/Project Manager

Whenever it is provided in this Agreement that notice shall be given or other communication sent to the VILLAGE, such notices or communications shall be delivered or sent to:

VILLAGE OF OAK BROOK
1200 Oak Brook Road
Oak Brook, Illinois 60523
Attn: Timothy O'Malley
Director of Public Works

Notices personally delivered or sent via U.S. Mail, postage prepaid, shall be deemed, for all purposes, proper notice.

v. Insurance

ENGINEER agrees to obtain and maintain, for the term of this Agreement, and for a period of twelve (12) months after the services contracted for hereunder have been completed, insurance hereinafter provided, furnishing a certificate or certificates of insurance to the VILLAGE prior to commencing work under this Agreement. The certificate or certificates of insurance shall be in a form satisfactory to the VILLAGE from companies authorized to do business in Illinois and shall provide that the policies referred to shall not be canceled or changed without first giving thirty (30) days written notice thereof to the VILLAGE. Said insurance requirements are attached as Appendix IV and made a part of this Agreement ("REQUIRED INSURANCE POLICIES").

The VILLAGE shall be named as an additional insured and a cancellation notice recipient on all Required Insurance Policies.

w. Additional Services

ENGINEER shall supply such additional services as requested in writing by VILLAGE and agreed to by ENGINEER in connection with the PROJECT. Separate proposals shall be submitted by ENGINEER for furnishing these

additional services. Compensation for such additional services shall be negotiated by the parties and included in this Agreement by a written amendment.

ENGINEER shall supply such additional services as requested in writing by VILLAGE and agreed to by ENGINEER in connection with the PROJECT. Separate proposals shall be submitted by ENGINEER for furnishing these additional services. Compensation for such additional services shall be negotiated by the parties and included in this Agreement by a written amendment.

x. Time

Time is of the essence in the performance of all terms and provisions of this Agreement.

y. Third Party Beneficiary

No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.

z. Conflicts

If any provisions of this Agreement conflict with any provisions of the attached appendices I through IV, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties set their hands and seals on the date first written above.

VILLAGE OF OAK BROOK
A Municipal Corporation

ATTEST:

Village Manager

Village Clerk

ENGINEERING RESOURCE
ASSOCIATES

ATTEST:

Duly Authorized Officer

APPENDIX 1

SCOPE OF SERVICES

Per Proposal hereto attached for Professional Design and Construction Engineering Services
submitted by Engineering Resource Associates dated January 24, 2025

APPENDIX II
COMPENSATION SCHEDULE

Per Proposal hereto attached for Professional Design and Construction Engineering Services
submitted by Engineering Resource Associates dated January 24, 2025

APPENDIX III
TIME SCHEDULE

Per Proposal hereto attached for Professional Design and Construction Engineering Services
submitted by Engineering Resource Associates dated January 24, 2025

APPENDIX IV

Insurance

Engineer shall maintain for the term of this Agreement, and for a period of twelve months after the services is contracted for hereunder have been completed, insurance policies covering:

1. Workers Compensation: Statutory.
2. Employers Liability Insurance:
\$1,000,000 injury-per occurrence
\$500,000 disease-per employee
\$1,000,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.
3. Comprehensive General Liability Insurance:
\$2,000,000 per occurrence combined single limit. Coverages shall include Broad Form Property Damage Endorsements and Blanket Contractual Liability (must expressly cover the indemnity provisions of the Agreement).
4. Comprehensive Automobile Liability Insurance:
\$1,000,000 combined single limit, any auto.
5. Professional Liability Insurance (errors and omissions):
\$1,000,000 per claim and \$2,000,000 in aggregate.
6. Umbrella or excess liability:
The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
7. Engineer will provide the Village with a certificate of insurance and additional insured endorsement showing the Village added to the General Liability Insurance as an additional insured.
8. Coverage shall not be suspended, voided, canceled, or reduced except after thirty (30) days prior written notice by certified mail has been given to the Village. If a standard Certificate of Insurance form is used with a cancellation clause, the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will be stricken or crossed out.



PRIMARY CONTACT:

Marty Michalisko, PE, CFM
Project Manager
3S701 West Avenue, Suite 150
Warrenville, IL 60555
P: 630-393-3060 x1031
mmichalisko@eraconsultants.com



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PROPOSAL FOR:

Ginger Creek Watermain and Storm Sewer
Improvements - Design and Construction
Engineering

PREPARED FOR:

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

DUE:

January 24, 2025 at 3:00 PM



ENGINEERING
RESOURCE ASSOCIATES



January 24, 2025

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

**Subject: Proposal for Professional Consulting Engineering Services
Ginger Creek Watermain and Storm Sewer Improvements - Design and Construction Engineering**

Dear Timothy:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for the Ginger Creek Watermain and Storm Sewer Improvements project. This submittal has been prepared in accordance with the request for proposals, a visit to the project site, and our experience on similar projects.

ERA has successfully designed numerous local municipality watermain and storm sewer improvement projects over the 35 years we have been in business, including recent projects for the Village of Downers Grove, City of Elmhurst, Village of Glencoe, City of Rolling Meadows, Elk Grove Village, and Village of Glen Ellyn, just to name a few. We have highlighted a few of these projects in the project experience section of this submittal.

ERA is a civil engineering, structural engineering and environmental science firm with extensive experience providing preliminary design, final design and construction phase services on municipal roadway, utility, and stormwater management assignments. As detailed in our proposal, ERA has successfully designed numerous projects involving watermain and storm sewer design and construction.

We greatly appreciate the opportunity to provide this proposal, and we look forward to working with the Village on this important assignment. Please contact me, the project manager and primary contact, at (630) 918-0273 or mmichalisko@eraconsultants.com if you have any questions or comments.

Respectfully submitted,
ENGINEERING RESOURCE ASSOCIATES, INC.

Marty Michalisko, PE, CFM
Principal/Project Manager

WARRENVILLE

3S701 West Avenue, Ste 150
Warrenville, IL 60555
☎ (630) 393-3060

Project Understanding

The Village of Oak Brook is seeking design engineering and construction inspection services for the replacement of watermain and installation of storm sewer in and adjacent to the Ginger Creek subdivision. It is estimated that the work includes approximately 350 feet of 6-inch watermain, 2,050 feet of 8-inch watermain, 10,550 feet of 12-inch watermain, 37 hydrants, 25 valve vaults, and 98 houses serviced. All services shall be replaced up to the b-box and a new b-box provided. A section of the existing 10-inch main along the west side of Arden Court and a section of the existing 12-inch main along the west side of Midwest Road shall be lined.

In addition to the watermain improvements, a storm sewer is proposed along a segment of Royal Vale Drive. The existing storm sewer will be replaced with a larger sewer to handle the 10-year storm event. The existing culverts will be replaced with storm sewer and a series of inlets that capture runoff upstream of driveway crossings. It is anticipated that the scope of work will also include the regrading of the ditches and installation of small driveway culverts for flows not captured by the inlets.

It is anticipated that engineering work will begin in February 2025 and will be completed as outlined in the schedule on the following pages of this proposal.

Project Understanding

ERA will provide professional engineering services in accordance with the following anticipated work plan. Our work will conform to the Standard Specifications for Water and Sewer Construction in Illinois, IEPA guidelines, AWWA standards, DuPage County standards, and the Village of Oak Brook construction requirements.

DESIGN PHASE

- 1) Field Evaluation** – ERA engineers will perform a field evaluation of the existing conditions of pavements, drainage features, utilities, and other existing features that may provide design challenges and utility conflicts.
- 2) Topographic Survey** – ERA will complete a topographic survey along the project limits for the purposes of developing base design drawings and contract plans. Include establishing the approximate limits of existing right-of-way and easements based on available maps and plats from Village records and the DuPage County Recorder.
- 3) Data Acquisition & Preliminary Utility Coordination** – ERA will identify private utility companies within the project limits and the locations of their facilities. This information shall be used to determine locations for the proposed watermain and storm sewer that result in minimal to no impacts of the private utility facilities.

In addition, this task includes the acquisition of data available from various sources to aid in the inventory and delineation of existing conditions. The following items will be obtained:

- a. Aerial Photography and Topography from Village
- b. Existing utility plans provided by the Village if applicable
- c. Aerial base tax maps
- d. Public utility atlases (storm, sanitary, water, electrical, etc.)
- e. Private utility atlases (gas, electric, telephone, cable, TV)
- f. DuPage County topographic mapping and GIS information
- g. Electronic copies of Village standard contract documents, details, and specifications

- 4) Preliminary Design** – ERA will develop preliminary design concepts and costs estimates for the watermain replacement, lining of watermain, storm sewer improvements, retiring of the old watermain, and surface restoration methods. Preliminary cost estimates will be completed in order to assist the Village with budgeting for the project. ERA will prepare a technical memorandum summarizing and evaluating the alternatives.



- 5) **Preliminary Design Meetings** – The following meetings are anticipated during the preliminary design phase of the project:
 - a. *Village Staff Meetings* – It is anticipated that two meetings will be held to present and discuss routing alternatives, costs, and design challenges.
 - b. *Neighborhood Meeting* – It is anticipated that one neighborhood meeting will be held to solicit questions and concerns on the design concepts.
- 6) **Environmental Coordination and Permitting** - ERA will coordinate and acquire the following permits and approvals:
 - a. *Environmental Survey* – Prepare EcoCAT and wetland delineations, if required. This will include a wetland determination/delineation if required.
 - b. *NPDES, SWPPP, IEPA* – Complete SWPPP and NOI and obtain NPDES permit from IEPA if necessary. Obtain IEPA Water permits.
 - c. *Stormwater* – It is anticipated that stormwater approval through the Village will be required. A permit will be necessary because some of the work is located in a regulatory floodplain. No work in the floodway is anticipated.
 - d. *Village Permit* – Permit may be required through Development Services
 - e. *DuPage DOT* – Approval for work in the Myers Road ROW will require approval from the DuPage County DOT.
- 7) **CCDD Documentation** – ERA will use a geotechnical subconsultant to perform testing to classify excavated material as suitable or not suitable for disposal at a Clean Construction and Demolition Debris (CCDD) facility. Results shall include required IEPA LPC 662/663 forms to be included in the bidding documents.
- 8) **Geotechnical Report** – ERA will use a geotechnical sub to obtain pavement cores of the surface and base material, evaluate the composition of the existing pavement material and condition within the project limits, and include recommendations for pavement rehabilitation. The borings/cores will be used to evaluate condition of underlying soils and to provide information to design the watermain and storm sewer such that future settlement and corrosion are addressed.
- 9) **Estimates of Cost and Time** – ERA will prepare summary of quantities and an engineer's estimate of probable construction costs at both the 95% and 100% completion milestones. ERA reviews costs internally during the transition from preliminary to final design and will alert the Village early in final design if there are significant cost changes from the preliminary design. This task will include estimates of construction time to complete the work.
- 10) **Special Provisions and Bidding Documents** – ERA will prepare special provisions in accordance with Village and IEPA guidelines to specify items not covered by the IDOT Standard Specifications for Road and Bridge Construction for inclusion in the bid book that will also include the Village's standard bidding documents. Specifications will be provided at both the 95% and 100% completion milestone. ERA will incorporate comments from Village staff.
- 11) **Watermain Design** – ERA will prepare plan and profile sheets for watermain design that consider and include (but not limited to) improvement limits, stations and offset callouts, label construction limit locations and right of way breaks, watermain alignment, restorations, utility structure adjustments, pavement marking, and note special instructions to the Contractor. Plans will be prepared at the 95% and 100% completion milestone. ERA will incorporate comments from Village staff.
- 12) **Storm Sewer Design** – ERA will prepare plan and profile sheets for storm sewer design that consider and include (but not limited to) improvement limits, stations and offset callouts, label construction limit locations and right of way breaks, storm sewer alignment, restorations, utility structure adjustments, pavement marking,

and note special instructions to the Contractor. Plans will be prepared at the 95% and 100% completion milestone. ERA will incorporate comments from Village staff.

- 13) Contract Plans, Special Provisions, and Bidding Documents** – ERA has assumed the large majority of the design, plans and bidding documents will be completed in the previous task descriptions. ERA will compile work from tasks 1-12 to deliver complete bidding documents including plans, specs, estimates in addition to the following forms: Notice to Bidders and Schedule of Prices. Pre-final (95%) and Final (100%) submittals are anticipated for this project. The costs associated with this task are included in the previous tasks.
- 14) Final Design Utility Coordination** – ERA will submit a utility matrix and pre-final plans to utility companies so conflicts and relocation efforts can be identified and resolutions tracked. ERA will lead the coordinate of utility relocations within public right-of-way.
- 15) QC/QA and Value Engineering** – ERA will perform in-house peer and milestone reviews by senior staff during project initiation, preliminary, pre-final, and final submittals. ERA will provide ongoing reviews of permitting and utility coordination efforts, conduct milestone reviews of sub-consultants and provide feedback throughout the progress of work.
- 16) Bidding Assistance** – ERA will provide electronic PDF documents for bidding and assist the Village in solicitation of bids. ERA will provide 10 USB drives for bidders containing the bidding documents that will be distributed by the Village. ERA will attend a bid opening to receive and evaluate bids, tabulate bids, and make a recommendation to the Village for an award. ERA will obtain signed contracts, bonds, and other documents from the contractor as required to execute the construction contract.

CONSTRUCTION PHASE

- 17) Pre-Construction Services** – ERA will facilitate pre-construction meetings, prepare, and circulate minutes. This task includes the review of contractor's construction schedule for compliance with contract documents.
- 18) Submittal Review** – ERA will perform shop drawing review of submittals from the contractor for conformance with plans and specifications.
- 19) Construction Observation** – ERA will provide one full-time Resident Engineer for the duration of construction. For the purposes of this fee proposal, we have estimated 9 hours per day for 110 working days. This is a rough estimate subject to revision depending on the scope of work developed in the preliminary and design engineering phases.
- 20) Material Testing/Geotechnical Services** – ERA will use a subconsultant to perform QC/QA for asphalt, concrete, and other construction materials.
- 21) Post-Construction Services** – ERA will finalize a set of record/as-built drawings. This task includes the preparation of final pay requests for Village approval after all Contractor obligations are fulfilled.

Marty Michalisko, PE, CFM, will serve as the **Project Manager**. Marty has over 24 years of experience and will be responsible for coordinating and communicating with the Village staff, public agencies, and project stakeholders to ensure that project issues are identified and addressed in a timely manner and that critical information is efficiently and effectively shared. He will attend all proposed meetings and review all correspondence before it leaves the office. He has successfully served in a similar role on many projects for other counties, municipalities, and state agencies throughout Illinois.

Nick Varchetto, PE, will serve as the **Design Lead** for this project. Nick has over 15 years of experience and has served in this role permitting and constructing watermain for private and governmental clients including the City of Warrenville, City of St Charles, and City of Lockport. He will be responsible for design, permitting, and special provisions.

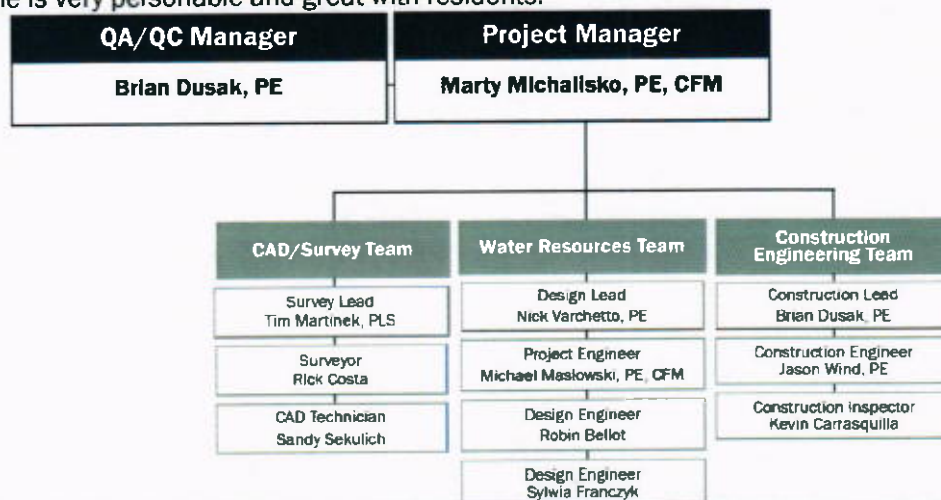
Michael Maslowski, PE, CFM will serve as a **Senior Project Engineer** for this project. He will be responsible for design of the stormwater improvements including the storm sewer and ditch and culvert improvements. He will also be responsible for all permitting that is required for this work. Mike has over 13 years of experience in design of stormwater management, watermain improvements and acquiring permits for this work. Mike has served in a similar role on many projects for local communities.

Sylwia Franczyk and Robin Bellot will serve as **Design Engineers** for this project. They have over 30 years of combined experience in transportation and utility design projects. Their responsibilities will include preparation of the base plans, developing initial layout for the watermain and storm sewer, utility coordination and conflict resolution, along with the preparation of the final plans and specifications.

Tim Martinek, PLS, will be the **Lead Surveyor** for the project. Tim has over 24 years of experience and has managed both field and office personnel to complete numerous route and topographic surveys for various clients including park districts, municipalities, county, IDOT and Illinois Tollway agencies. He has completed field to finish survey projects utilizing the latest survey technology. He oversees all necessary legal research, reviews, signs and seals all necessary plats; and ensures completeness and quality in the delivery of finished survey products.

Brian Dusak, PE is the **Construction Lead and QA/QC Manager**. He will manage the construction oversight portion of the project. Brian communicates with field staff, municipal staff, and the contractor on a routine basis. If an unexpected conflict or challenge should arise during construction, he is the liaison between field operations and office design revisions. Prior to leading our construction oversight team, Brian spent a decade in municipal utilities design. Therefore, he also is the perfect person to serve as our QA/QC and Value Engineer.

Jason Wind, PE will be the lead **Construction Inspector** in the field. He has 4 years of experience supervising watermain and storm sewer construction. Jason has worked on City of Elmhurst watermain replacement projects for the last several years with high regards. These projects have been very similar in scope and nature to this project. He is very personable and great with residents.





Park Blvd Watermain Improvements, Village of Glen Ellyn

ERA provided Phase II Design Services and Phase III Construction Engineering Services for the watermain replacement of approximately 3,600 feet of watermain along Park Boulevard south of Roosevelt Road. Park Boulevard is a heavily traveled four lane road serving the Police Station, Golf Course, elementary school, and the western entrance to the College of DuPage. The project required significant coordination with the public works department, residents, and private businesses to maintain access and service during construction. The design called for the new watermain to be located in the outside lane to allow traffic to continue without the need for a detour. New water service lines were installed to all residences, along with new hydrant spacing. ERA handled all documentation and payment throughout the project, as well as providing redline documents to Glen Ellyn for As-Built Drawings. A special focus was taken to minimize water shutoffs to accommodate the work from home trend in residential areas.

Project Reference: Steve Warner, PE, Civil Engineer II; Phone 630-547-5512; Email: swarner@glenellyn.org



Luther-High Ridge Flood Relief Storm Sewer Improvements, Lombard, DuPage County Stormwater Management

In 2018, DuPage County completed the Sugar Creek Watershed Plan. Part of the plan was to improve flooding with above ground storage in the High Ridge Forest Preserve between Willowbrook High School and the Westmore Apartment complex and increased storm sewer capacity in the upstream flood prone areas. In 2023/2024, ERA completed preliminary and final design of 2,000 linear feet of 42-inch storm sewer that relieved flood prone areas just south of Roosevelt Road along Luther Avenue. The design included crossing Roosevelt Road and discharging into the DuPage County Forest Preserve. Significant coordination with the Forest Preserve was required to ensure trees were saved and to minimize erosion through their property. The proposed improvements increased the level of service for the area from a 5-year to a 25-year level of service.

Project Reference: Jamie Lock, Senior Project Engineer, DuPage County Stormwater Management; Phone: 630-407-6705; Email: Jamie.Lock@dupageco.org



Lunt Ave Water Main Replacement, Elk Grove Village

ERA provided Phase II Engineering Design Services for the water main replacement of approximately 5,400 lineal feet of 12-inch water main along Lunt Ave from Busse Rd to Elmhurst Rd. Lunt Ave is a 30-foot roadway serving a heavily utilized industrial business park. At the west and east ends of the project tie in locations are Busse Rd and Elmhurst Rd, which are both under IDOT jurisdiction. The project required heavy coordination with JULIE utilities due to utility congestion on both the north and south sides of Lunt Ave, including large duct electrical, communication, and data lines serving the businesses along with two major data centers. The plans required coordination with the businesses to provide minimal disruptive access to their loading facilities. The water main needed to be designed in the outside lane due to multiple private utilities in the parkway and to allow traffic to continue without the need for a detour. New water service lines were installed for all businesses, along with new hydrants and mainline valve spacing. The project also required jack and bore installation under a Union Pacific Railroad crossing and under two existing box culverts.

Project Reference: Bryan Grippo, Deputy Director Of Public Works; Phone: 874-734-8048; E-mail: bgrippo@elkgrove.org



Project Schedule

See below for the anticipated project schedule.

1. **Notice To Proceed** - February 12, 2025
2. **Kickoff Meeting** - February 17, 2025
3. **Initial Field Investigation** - February 24, 2025
4. **Topographic Survey** - February 24, 2025 - March 24, 2025
5. **Initial Utility Coordination** - February 24, 2025 - March 24, 2025
6. **Existing Conditions Plans** - March 3, 2025 - March 31, 2025
7. **Preliminary Design Alternatives** - March 31, 2025 - April 30, 2025
8. **Preliminary Design Meeting 1** - April 15, 2025
9. **Preliminary Design Technical Memorandum** - April 30, 2025
10. **Preliminary Design Meeting #2** - May 2, 2025
11. **CCDD Testing and Soil Borings/Pavement Cores** - April 2025
12. **Neighborhood Meeting** - May 9, 2025
13. **95% Plans, Specs, Estimates** - May 2025 - July 2025
14. **QC/QA Pre-Final Submittal** - July 2025
15. **Permitting** - July 2025 - September 2025
16. **100% Plans, Specs, Estimates** - August 2025 - September 2025
17. **QC/QA Final Submittal** - September 2025
18. **Out For Bid** - *September 2025/Winter 2026

*We will discuss with Village staff at the kickoff meeting about their desire for when they would like to see construction begin and our team will adjust this schedule. We have the depth and flexibility in staff to accommodate schedule changes.

GINGER CREEK WATERMAIN AND STORM SEWER IMPROVEMENTS DESIGN AND CONSTRUCTION ENGINEERING
VILLAGE OF OAK BROOK
COST ESTIMATE OF CONSULTANT SERVICES

Item No.	Task	Staff Classification and Work Hours							TOTAL WORKHOURS	% WORKHOURS	LABOR FEE
		Project Manager	Senior Engineer	Project Engineer	Design Engineer	Professional Land Surveyor	Surveyor	Construction Inspector			
	Hourly Billing Rate	\$700	\$150	\$140	\$130	\$170	\$100	\$120			
Preliminary and Design Engineering											
1	Field Evaluation										
a.	Field Evaluation	1	4	8	0	0	0	0	13	1%	\$1,920
	Item 1 Subtotal	1	4	8	0	0	0	0	13	1%	\$1,920
2	Topographic Survey										
a.	Field Survey	1	2	0	0	4	216	0	223	11%	\$22,780
b.	ROW and Easement Research	0	0	0	0	4	0	0	4	0%	\$680
c.	Base Plans	4	4	100	0	0	0	0	108	5%	\$15,400
	Item 2 Subtotal	5	6	100	0	8	216	0	335	16%	\$38,880
3	Data Acq. & Preliminary Utility Coordination										
a.	Utility Coordination	1	0	8	0	0	0	0	9	0%	\$1,320
b.	Data Acquisition	0	1	0	4	0	0	0	5	0%	\$590
	Item 3 Subtotal	1	1	8	4	0	0	0	14	1%	\$1,910
4	Preliminary Design										
a.	Conceptual Plans	4	16	32	0	0	0	0	52	2%	\$7,680
b.	Conceptual Estimates	1	4	0	12	0	0	0	17	1%	\$2,120
c.	Technical Memorandum	1	4	0	8	0	0	0	13	1%	\$1,680
	Item 4 Subtotal	6	24	32	20	0	0	0	82	4%	\$11,480
5	Preliminary Design Meetings										
a.	Village Staff Meetings	6	0	0	0	0	0	0	6	0%	\$1,200
b.	Neighborhood Meeting	4	4	0	4	0	0	0	12	1%	\$1,840
	Item 5 Subtotal	10	4	0	4	0	0	0	18	1%	\$3,040
6	Environmental Coordination & Permitting										
a.	Environmental Survey	0	1	0	8	0	0	0	9	0%	\$1,030
b.	NPODES, SWPPP, IEPA	1	0	4	16	0	0	0	21	1%	\$2,520
c.	Stormwater Approval	1	4	0	16	0	0	0	21	1%	\$2,560
d.	Village Permit	1	0	4	8	0	0	0	13	1%	\$1,640
	Item 6 Subtotal	3	5	8	48	0	0	0	64	3%	\$7,750
7	CCDD Documentation										
a.	Coordination	1	4	0	0	0	0	0	5	0%	\$800
b.	CCDD Testing and Report	0	0	0	0	0	0	0	0	0%	\$0
	Item 7 Subtotal	1	4	0	0	0	0	0	5	0%	\$800
8	Geotechnical Report										
a.	Coordination	1	4	0	0	0	0	0	5	0%	\$800
b.	Borings/Cores and Report	0	0	0	0	0	0	0	0	0%	\$0
	Item 8 Subtotal	1	4	0	0	0	0	0	5	0%	\$800
9	Estimates of Cost and Time										
a.	95% Estimate	4	8	0	24	0	0	0	36	2%	\$4,640
b.	100% Estimate	2	8	0	16	0	0	0	26	1%	\$3,360
	Item 9 Subtotal	6	16	0	40	0	0	0	62	3%	\$8,000
10	Special Provisions and Bidding Documents										
a.	95% Special Provisions	4	12	0	40	0	0	0	56	3%	\$7,000
b.	100% Special Provisions	2	8	0	16	0	0	0	26	1%	\$3,360
	Item 10 Subtotal	6	20	0	56	0	0	0	82	4%	\$10,360
11 & 12	Watermain and Storm Sewer Design										
a.	95% Design	8	40	100	0	0	0	0	148	7%	\$21,600
b.	100% Design	8	40	80	0	0	0	0	128	6%	\$18,800
	Item 11 Subtotal	16	80	180	0	0	0	0	276	13%	\$40,400
13	Contract Plans, Specs, and Bidding Docs										
	HOURS INCLUDED IN PREVIOUS TASKS	0	0	0	0	0	0	0	0	0%	\$0
	Item 12 Subtotal	0	0	0	0	0	0	0	0	0%	\$0
14	Final Design Utility Coordination										
a.	Final Design Utility Coordination	2	0	16	0	0	0	0	18	1%	\$2,640
	Item 13 Subtotal	2	0	16	0	0	0	0	18	1%	\$2,640
15	QC/QA and Value Engineering										
a.	Preliminary Engineering Review	2	8	0	0	0	0	0	10	0%	\$1,600
b.	Pre-Final Engineering Review	4	16	0	0	0	0	0	20	1%	\$3,200
c.	Final Engineering Review	2	8	0	0	0	0	0	10	0%	\$1,600
	Item 14 Subtotal	8	32	0	0	0	0	0	40	2%	\$6,400
16	Bidding Assistance										
a.	Bid Opening	0	4	0	0	0	0	0	4	0%	\$600
b.	Bid Tabulation	1	0	0	8	0	0	0	9	0%	\$1,080
c.	Recommendation	1	0	0	8	0	0	0	9	0%	\$1,080
	Item 15 Subtotal	2	4	0	16	0	0	0	22	1%	\$2,760
17	Pre Construction Services										
a.	Pre Construction Services	4	0	0	0	0	0	8	12	1%	\$1,760
	Item 16 Subtotal	4	0	0	0	0	0	8	12	1%	\$1,760
18	Submittal Review										
a.	Shop Drawing Review	1	4	4	8	0	0	0	17	1%	\$2,240
	Item 17 Subtotal	1	4	4	8	0	0	0	17	1%	\$2,240
19	Construction Observation										
a.	Construction Observation	40	0	0	0	0	0	950	990	47%	\$122,000
	Item 18 Subtotal	40	0	0	0	0	0	950	990	47%	\$122,000
20	Material Testing/Geotechnical Services										
a.	Material Testing/Geotechnical Services	0	0	0	0	0	0	0	0	0%	\$0
	Item 19 Subtotal	0	0	0	0	0	0	0	0	0%	\$0
21	Post Construction Services										
a.	As-Built Survey	0	0	8	0	0	16	0	24	1%	\$2,720
b.	Close Out Pay Requests	4	0	0	0	0	0	16	20	1%	\$2,720
	Item 20 Subtotal	4	0	8	0	0	16	16	44	2%	\$3,440
	PROJECT TOTALS	117	208	384	196	8	232	974	2099	100%	\$268,560.00
	% WORK HOURS	6%	10%	17%	9%	0%	11%	46%	100%		

Total Labor Fee \$268,560.00
Total Direct Costs \$5,550.00
Total Subconsultant Costs \$17,000.00
TOTAL PROJECT COSTS \$291,110.00

**WOODSIDE AND FOREST GLEN WATERMAIN IMPROVEMENTS
VILLAGE OF OAK BROOK
SUMMARY OF IN-HOUSE DIRECT AND SUBCONSULTANTS COST**

		In-House Direct Costs	Subconsultants Costs
Preliminary and Design Engineering			
1	Field Evaluation		
	a. <i>Field Evaluation</i>	\$10.00	\$0.00
2	Topographic Survey		
	a. <i>Field Survey</i>	\$250.00	\$0.00
	b. <i>ROW and Easement Research</i>	\$0.00	\$0.00
	c. <i>Base Plans</i>	\$0.00	\$0.00
3	Data Acq. & Preliminary Utility Coordination		
	a. <i>Utility Coordination</i>	\$0.00	\$0.00
	b. <i>Data Acquisition</i>	\$0.00	\$0.00
4	Preliminary Design		
	a. <i>Conceptual Plans</i>	\$0.00	\$0.00
	b. <i>Conceptual Estimates</i>	\$0.00	\$0.00
	c. <i>Technical Memorandum</i>	\$0.00	\$0.00
5	Preliminary Design Meetings		
	a. <i>Village Staff Meetings</i>	\$20.00	\$0.00
	b. <i>Neighborhood Meeting</i>	\$100.00	\$0.00
6	Environmental Coordination & Permitting		
	a. <i>Environmental Survey</i>	\$0.00	\$0.00
	b. <i>NPDES, SWPPP, IEPA</i>	\$0.00	\$0.00
	c. <i>DuPage County Stormwater</i>	\$0.00	\$0.00
	d. <i>Village Permit</i>	\$0.00	\$0.00
7	CCDD Documentation		
	a. <i>Coordination</i>	\$0.00	\$0.00
	b. <i>CCDD Testing and Report</i>	\$0.00	\$6,000.00
8	Geotechnical Report		
	a. <i>Coordination</i>	\$0.00	\$0.00
	b. <i>Borings/Cores and Report</i>	\$0.00	\$6,000.00
9	Estimates of Cost and Time		
	a. <i>95% Estimate</i>	\$0.00	\$0.00
	b. <i>100% Estimate</i>	\$0.00	\$0.00
10	Special Provisions and Bidding Documents		
	a. <i>95% Estimate</i>	\$0.00	\$0.00
	b. <i>100% Estimate</i>	\$0.00	\$0.00
11	Watermain Design		
	a. <i>95% Estimate</i>	\$0.00	\$0.00
	b. <i>100% Estimate</i>	\$0.00	\$0.00
12	Contract Plans, Specs, and Bidding Docs		
	<i>Printing</i>	\$100.00	\$0.00
13	Final Design Utility Coordination		
	a. <i>Final Design Utility Coordination</i>	\$0.00	\$0.00
14	QC/QA and Value Engineering		
	a. <i>Preliminary Engineering Review</i>	\$0.00	\$0.00
	b. <i>Pre-Final Engineering Review</i>	\$0.00	\$0.00
	c. <i>Final Engineering Review</i>	\$0.00	\$0.00
15	Bidding Assistance		
	a. <i>Bid Opening</i>	\$10.00	\$0.00
	b. <i>Bid Tabulation</i>	\$0.00	\$0.00
	c. <i>Recommendation</i>	\$0.00	\$0.00
16	Pre Construction Services		
	a. <i>Pre Construction Services</i>	\$10.00	\$0.00
17	Submittal Review		
	a. <i>Shop Drawing Review</i>	\$0.00	\$0.00
18	Construction Observation		
	a. <i>Construction Observation</i>	\$5,000.00	\$0.00
19	Material Testing/Geotechnical Services		
	a. <i>Material Testing/Geotechnical Services</i>	\$0.00	\$5,000.00
20	Post Construction Services		
	a. <i>As-Built Survey</i>	\$50.00	\$0.00
	b. <i>Close Out Pay Requests</i>	\$0.00	\$0.00
TOTAL		\$5,550.00	\$17,000.00



ITEM 9.A.3.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
February 25, 2025

SUBJECT: Outdoor Warning Siren Replacement

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

BUDGET SOURCE/BUDGET IMPACT: \$35,000 is budgeted in Capital Budget 360-90400

RECOMMENDED MOTION: I move to approve Resolution R-2283, a resolution directing staff to issue a Purchase Order to Braniff Communications, Inc., Crestwood, IL, for the purchase and installation of a new 2001-130 Federal Signal Outdoor Warning Siren for the cost of \$33,694.

Background/History:

For the last 32 years, the Village of Oak Brook has operated a Federal Signal outdoor warning siren system. The Village currently has five sirens in the system; one located at the entrance to Midwest Club on 31st St., one located near 22nd St. and Route 83, one located on North York Rd., one located at Spring Rd. and Madison St, and one at Route 83 and 35th St.

Last year, as the Emergency Management Coordinator, under the direction of the Village Manager and Assistant Village Manager, staff reviewed our outdoor warning siren system health and sound coverage. This review resulted in two main concerns which need to be addressed: 1) our existing four sirens are all reaching their end of life at 35 years old; and 2) the Village had a coverage gap in the south-central part of our community. In 2024, we installed the newest siren to address the coverage gap at Route 83 and 35th Street.

To address the end of life concerns, staff has established a multi-year replacement program, replacing one siren per year for the next four years. For 2025, staff budgeted for the purchase and installation of a one new Federal Signal outdoor warning siren to replace the least serviceable aging equipment located at 2532 Oak Brook Road (the entrance to Midwest Club on 31st). Once replaced, this siren will have a 30-35 year life expectancy.

\$35,000 was budgeted for this project in FY 2025 and the proposed cost of this replacement is \$33,694, a projected savings of \$1,306.00. Braniff Communications, Inc., of Crestwood, IL, is the exclusive provider for Federal Signal Outdoor Warning Sirens, which is the equipment used by the entirety of our outdoor warning

siren system.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2283 authorizing the purchase and installation of a new outdoor warning siren replacing the existing end of life equipment located at the entrance to Midwest Club on 31st St. in Oak Brook with delivery expected no later than May of 2025.

Attachments:

1. 2025-FD-OUTDR-SIREN-CNTRCT-R-2283
2. ANS-0216202507A.2 Quotation Oak Brook IL New Warning Siren Equipment Services
3. Terms of Sales 2025
4. 2001-130 Warning Siren Datasheet
5. DCFCTBD Digital Controller Datasheet

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2025-FD-OUTDR-SIREN-CNTRCT-R-2283

A RESOLUTION
AUTHORIZING AND APPROVING A PURCHASE ORDER FOR
THE PURCHASE AND INSTALLATION OF A NEW 2001-130
FEDERAL SIGNAL OUTDOOR WARNING SIREN

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 25th day of February 2025

RESOLUTION NO. 2025-FD-OUTDR-SIREN-CNTRCT-R-2283

A RESOLUTION
AUTHORIZING AND APPROVING A PURCHASE ORDER FOR THE PURCHASE AND
INSTALLATION OF A NEW 2001-130 FEDERAL SIGNAL OUTDOOR WARNING SIREN

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

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

WHEREAS, the Village currently has five sirens in the system; one located at the entrance to Midwest Club on 31st St., one located near 22nd St. and Route 83, one located on North York Rd., one located at Spring Rd. and Madison St. and one located at Route 83 and 35th St.;

WHEREAS, after review of the Village's warning siren system health and sound coverage, Staff determined equipment is reaching the end of its service life;

WHEREAS, Staff recommends the Corporate Authorities authorize and approve the purchase order for a new 2001-130 Federal Signal Outdoor Warning Siren at the cost of \$33,694.00, to replace existing, end of life equipment installed at 2532 31st St. located near 31st St. and the entrance to Midwest Club, as detailed in the quote, attached hereto and incorporated herein as Exhibit A;

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

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

Section One – Recitals

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

Section Two – Approval

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

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute the Purchase Order, 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 Purchase Order.

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 attached Purchase Order.

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 25th day of February 2025

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 25th day of February 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Purchase Order

QUOTATION

Quoted To:

Village of Oak Brook
 Attn: Kevin Fleege, Fire Chief
 1200 Oak Brook Road
 Oak Brook, IL 60523
 Phone: 630-368-5204
 E-Mail: kfleege@oak-brook.org

Quotation No.: ANS 0216202507A.2
 Reference quote no. on your order

Quotation Date: 2/16/2025
Expiration Date: 4/16/2025

Sales Representative: Jeffrey Ryba
Representative Firm: Braniff Comm.

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

Delivery		Terms		FOB	Ship Via
8 - 10 Weeks		Equipment - NET30 upon shipment, Services - NET30 as completed		Origin	Braniff Comm.
Line	Qty.	Part Number	Description	Unit Price	Total
Village of Oak Brook, IL					
Proposal for New 2001-130 series Outdoor Warning Siren					
New Warning Sirens & Controls					
1	1	2001-130	Electro-Mechanical Rotating Siren, 130 dB(C) 800Hz	\$9,146.00	\$9,146.00
2	1	DCFCTBDH	Mechanical Siren Controller, DC, 2-Way Digital, High Band Radio	\$8,053.00	\$8,053.00
3	1	2001TRBP	Transformer/Rectifier Assembly, 208-240VAC, 48VDC	\$2,938.00	\$2,938.00
4	1	YAGI2	Antenna System, 150-174MHz, YAGI	\$401.00	\$401.00
5	1	AMB-P	Antenna Mounting Bracket, Pole Mount	\$136.00	\$136.00
Installation Services					
6	1	TK-IO-CUSTINS	Installation Services, Custom, Installation of new 2001-130 series siren equipment on new 55' Class 2 treated timber poles including related installer-provided material/hardware. Includes standard duty batteries and siren commissioning services.	\$10,480.00	\$10,480.00
7	1	TK-IO-CUSTINS	Custom Services, Removal, haul-away and disposal of existing siren equipment and related timber pole.	\$2,540.00	\$2,540.00
8	1	FREIGHTANS	Shipping & Handling Fees	\$0.00	\$0.00

Quotation Total: **\$33,694.00**

Quoted To:

Village of Oak Brook
Attn: Kevin Fleege, Fire Chief
1200 Oak Brook Road
Oak Brook, IL 60523
Phone: 630-368-5204
E-Mail: kfleege@oak-brook.org

Quotation No.: ANS 0216202507A.2
Reference quote no. on your order

Quotation Date: 2/16/2025
Expiration Date: 4/16/2025

Sales Representative: Jeffrey Ryba
Representative Firm: Braniff Comm.

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

Prices are firm for 90 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.

Quotation Notes:

- 1 Sales tax, if applicable, is not included and will be additional.
- 2 Any fees associated with the connection of power, by the Utility provider or any other entity, shall be the responsibility of the Village.
- 3 Electrical service equipment including, and limited to, a weatherproof fused service disconnect is included in this proposal. Any additional electrical service or power distribution equipment is not included, nor provided for, in this proposal.
- 4 Braniff Communications (Federal Signal's installation services subcontractor) shall contact JULIE and exercise due care during the equipment installation to prevent damage to underground utilities and surrounding facilities.
- 5 Site restoration is not provided for, nor included, in this proposal.
- 6 Permits, bonds, licenses and fees, if applicable and required, are not included and will be additional.

Proposed By: Jeffrey Ryba
Company: Braniff Communications, Inc.
Address: 4741 W. 136th Street, Crestwood, IL 60418
Country: USA
Phone: 708-597-3200
Fax: 708-597-3307
E-Mail: jryba@braniffcomm.com
RSM Approval: Teague Cliff

Purchase order MUST be made out to:

Federal Signal Corporation, Alerting & Notification Systems, 2645 Federal Signal Drive, University Park, IL 60484

Accepted By: _____

Date: _____

SALES AGREEMENT

(1) **Agreement.** This agreement (the "Agreement") between Federal Signal Corporation ("FSC") and Buyer for the sale of the products and services described in FSC's quotation and any subsequent purchase order shall consist of the terms herein. This Agreement constitutes the entire agreement between FSC and Buyer regarding such sale and supersedes all prior oral or written representations and agreements. This Agreement may only be modified by a written amendment signed by authorized representatives of FSC and Buyer and attached hereto except that stenographic and clerical errors are subject to correction by FSC or upon FSC's written consent. FSC objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to FSC unless specifically agreed to by FSC in writing. Prior courses of dealing between the parties or trade usage, to the extent they add to, detract from, supplant or explain this Agreement, shall not be binding on FSC. This Agreement shall be for the benefit of FSC and Buyer only and not for the benefit of any other person.

(2) **Termination.** This Agreement may be terminated only upon FSC's written consent. If FSC shall declare or consent to a termination of the Agreement, in whole or in part, Buyer, in the absence of a contrary written agreement signed by FSC, shall pay termination charges based upon expenses and costs incurred in the assembly of its products or in the performance of the services to the date such termination is accepted by FSC including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. In addition, any products substantially completed or services performed on or prior to any termination of this Agreement shall be accepted and paid for in full by Buyer. In the event of a material breach of this Agreement by Buyer, the insolvency of Buyer, or the initiation of any solvency or bankruptcy proceedings by or against Buyer, FSC shall have the right to immediately terminate this Agreement, and Buyer shall be liable for termination charges as set forth herein.

(3) **Price/Shipping/Payment.** Prices are F.O.B. FSC's Factory. Buyer shall be responsible for all shipping charges. If this Agreement is for more than one unit of product, the products may be shipped in a single lot or in several lots at the discretion of FSC, and Buyer shall pay for each such shipment separately. FSC may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. FSC will invoice for product upon shipment to Buyer and for services monthly as completed. Amounts invoiced by FSC are due 30 days from date of invoice, except that payment terms for turn-key sales of product and services are 10% of total contract mobilization fee due with Buyer's order. Invoice deductions will not be honored unless covered by a credit memorandum. Minimum billing per order is \$75.00.

(4) **Risk of Loss.** The risk of loss of the products or any part thereof shall pass to the Buyer upon delivery thereof by FSC to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

(5) **Taxes.** Price quotes by FSC do not include taxes. Buyer shall pay FSC, in addition to the price of the products or services, any applicable tax (however designated) imposed upon the sale, production, delivery or use of the products or services to the extent required or not forbidden by law to be collected by FSC from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to FSC before the date of invoice.

(6) **Delivery.** Although FSC shall in good faith endeavor to meet estimated delivery dates, delivery dates are not guaranteed but are estimated on the basis of immediate receipt by FSC of all information required from Buyer and the absence of delays, direct or indirect, as set forth in paragraph 29 herein.

(7) **Returns.** Buyer may return shipped product to FSC only upon FSC's prior written consent (such consent to be in the sole discretion of FSC) and upon terms specified by FSC, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned product until actual receipt thereof by FSC. Agents of FSC are not authorized to accept returned product or to grant allowances or adjustments with respect to Buyer's account.

(8) **Inspection.** Buyer shall inspect the product immediately upon receipt. All claims for any alleged defect in FSC's product or deficiency in the performance of its services under this Agreement, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by FSC within 30 days of Buyer's receipt of the product or FSC's performance of the services. Failure to make any such claim within said 30 day period shall constitute a waiver of such claim and an irrevocable acceptance of the product and services by Buyer.

(9) **Limited Warranty.** FSC warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years from delivery to Buyer (one-year for Informers and all software products, five years on 2001 & ECLIPSE Series siren head). During this warranty period, FSC will provide warranty service for any unit which is delivered, shipping prepaid by the Buyer, to a designated warranty service center for examination and such examination reveals a defect in material and/or workmanship. FSC will then, at its option, repair or replace the product or any defective part(s), or remit the purchase price of the product to Buyer. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product for warranty service at any location other than FSC's designated warranty service center. This warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to, radios and batteries, and does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, nor to units with problems due to service or modification by other than an FSC warranty service center. FSC will provide on-site warranty service during the first 60 days after the completion of the installation when FSC has provided a turn-key installation including optimization and/or commissioning services. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(10) **Remedies and Limitations of Liability.** Buyer's sole remedy for breach of warranty shall be as set forth above. **IN NO EVENT SHALL FSC BE LIABLE FOR ANY LOSS OF USE OF ANY PRODUCT, LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL FSC'S LIABILITY FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES.**

(11) **PATENTS.** FSC shall hold Buyer harmless, to the extent herein provided, against any valid claim by any third person of infringement of any United States Patent by product manufactured by FSC, but if Buyer furnished product or system design specifications to FSC, Buyer shall hold FSC harmless against any infringement claim consisting of the use of product manufactured by FSC in accordance with Buyer's product or system design or in combination with product manufactured by Buyer or others. In the event that any product manufactured by FSC is held to infringe any patent and its use is enjoined by any competent court of law, FSC, if unable within a reasonable time to secure for Buyer the right to continue using such product, either by suspension of the injunction, by securing for Buyer a license, or otherwise, shall, at its own expense, either replace such product with non-infringing product or modify such product so that it becomes non-infringing, or accept the return of the enjoined product and refund the purchase price paid by Buyer less allowance for any period of actual use thereof. FSC makes no warranty that its product will be delivered free of a valid claim by a third person of infringement or the like and Buyer's remedies for such a claim will be limited to those provided in this paragraph.

(12) **Assignment and Delegation.** Buyer shall not assign any right or interest in this Agreement, nor delegate the performance of any obligation, without FSC's prior written consent. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this paragraph.

(13) **Severability.** If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

(14) **Installation.** Installation shall be by Buyer unless otherwise specifically agreed to in writing by FSC.

(15) **Governing Law and Limitations.** This Agreement shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in this Agreement, the definition contained in said Uniform Commercial Code is to control. Any action for breach of this Agreement or any covenant or warranty contained herein must be commenced within one year after the cause of action has accrued.

(16) **Receiving Product and Staging Location.** Buyer is responsible to receive, store and protect all products intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.

(17) **Installation Methods & Materials.** Installation is based on methods and specifications designed and intended by FSC to meet or exceed all national, state & local safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.

(18) **Radio Frequency Interference.** FSC is not responsible for RF transmission and reception affected by system interference beyond its control.

(19) **Installation Site Approval.** Buyer must provide signed documentation to FSC, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that FSC is authorized to commence installation at the site designated by Buyer before FSC will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by FSC for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.

(20) **AC Power Hookup.** Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by FSC. All indoor installations assume AC power is available within 10 feet of the installation location.

(21) **Permits & Easements.** FSC will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.

(22) **Soil Conditions Clause.** In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, FSC will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if FSC cannot obtain approval in a timely manner.

(23) **Contaminated Sites.** FSC is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. FSC will not knowingly approve installation at any site containing contaminates. Buyer must inform FSC when known or suspected soil contaminates exist at any intended installation site.

(24) **Site Cleanup.** Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional Site Restoration quotes are available.

(25) **Waste Disposal.** Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.

(26) **Work Hours.** All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.

(27) **Project Reporting.** Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.

(28) **Safety Requirements & Compliance.** FSC requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of FSC equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.

(29) **Project Delays.** FSC shall not be liable in any regard for delivery or installation delays or any failure to perform its obligations under this Agreement resulting directly or indirectly from change order processing, acts or failure to act by Buyer, unresponsive inspectors, utility companies and any other causes beyond the direct control of FSC, including acts of God, weather, local disasters of any type, civil or military authority, fires, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond FSC's reasonable control, whether similar or dissimilar to the foregoing.



► Model 2001-130 and Equinox

High Power, Directional Rotating Siren

The Federal Signal 2001-130 and Equinox sirens is a high power, rotating, unidirectional outdoor warning siren. The high-decibel output provides maximum coverage with minimum installation cost. Radio/cellular/satellite or wireless IP activation can further minimize installation costs by eliminating the need for leased dedicated control lines.

The siren's projector produces a 60-degree projection of sound which rotates at 3 RPM and can produce three distinct warning signals: steady, wail and fast wail. The siren will supply a minimum of 15 minutes of full power output from its batteries after AC power loss. The siren controls are available with battery operation, solar, AC operation, and AC operation with battery back-up, one-way and two-way radio control, wired or wireless Ethernet, satellite/cellular or landline. The 2001 Series is offered in low frequency (500 Hz) or mid-range frequency (790 Hz).

Ideal applications for this warning siren include hazardous weather conditions, fires, floods, chemical spills and other types of community or facility emergencies.

FEATURES

- High-powered rotating siren for maximum coverage
- Available in low and mid-range frequency
- Three distinct warning signals
- AC or Solar powered with battery operation or back-up
- Weather-resistant coating

High Power, Directional Rotating Siren (2001-130/Equinox)

SPECIFICATIONS

Power:¹

Sirens can be powered from 120VAC, 240VAC, with battery back-up or battery operation. Solar powering can also be provided

Signal Information:	2001-130	Equinox
Signal /Sweep Rate	Frequency Range	500 Hz
Steady /Continuous	790 Hz	
Wail /10 sec.	470-790 Hz	180-500 Hz
Fast Wail /3.5 sec.	600-790 Hz	300-500 Hz
Coverage: ²	2001-130	Equinox
70dB	Up to 6,500'	Up to 6,100'
60dB	Up to 13,200'	Up to 12,200'

Pole Mounts:

Wood, steel, composite or concrete poles can be provided.

Contact Federal Signal for details

Communications:

Federal Signal can supply one-way and two-way communications.

Radio, IP, Landline, Satellite and Cellular can be combined to provide a robust alerting solution

Operating Temperature:³ -22°F to 140°F -30°C to 60°C

Dimensions H x W x D: 62" x 37" x 41"
(157 cm x 94 cm x 104 cm)

Net Weight:	420 lbs	190 kg
Shipping Weight:	460 lbs	205 kg
Equinox Net Weight	390 pounds	159 kg
Equinox Shipping Weight	460 pounds	205 kg

HOW TO ORDER

Contact our Federal Signal Sales Engineers to design a system that meets your specific requirements.

Description

Part Number

Siren Ordering Information:

Rotating electro-mechanical siren 130 dBc +/- 1dBc @ 100' (30.5m) 48VDC, pole mount included

2001-130

Rotating electro-mechanical siren, low frequency, 125 dBc +/- 1dBc @ 100' (30.5m) 48VDC, pole mount included

Equinox

Siren Control Ordering Information:

One-way FC Controller, 120VAC operation

FC/H/U

Two-way FC Controller, 120VAC operation

FCTBD/H/U

One-way FC Controller, 120VAC to battery operation

DCFCB/H/U⁴

Two-way FC Controller, 120VAC to battery operation

DCFCTBD/H/U⁴

Command and Control for Multiple Siren Installation:

Console for siren activation (R for rack mount)

SS2000+/R

Commander software for PC based siren activation, monitoring and control

SFCD⁵

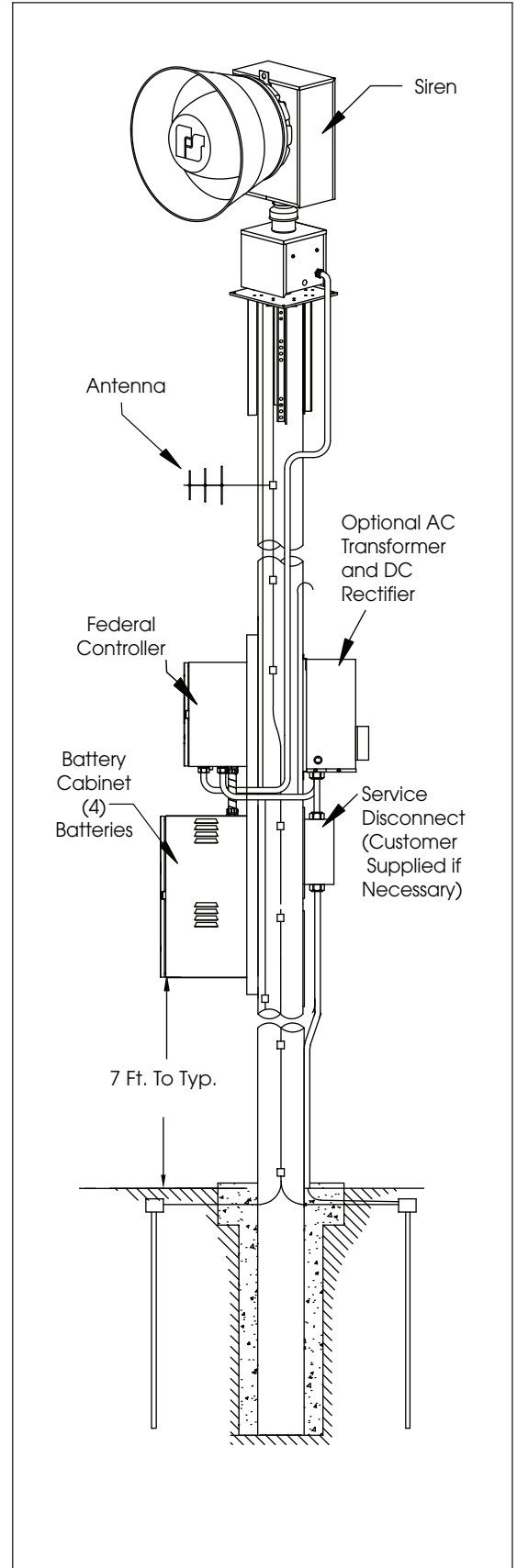
¹ Contact Federal Signal for powering options

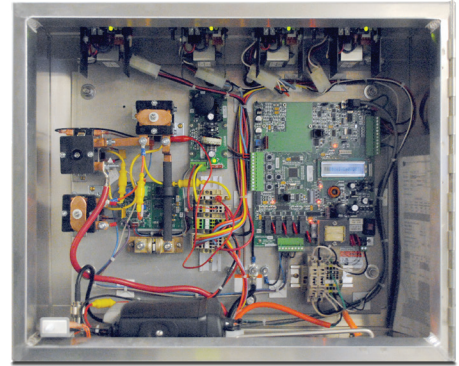
² Actual coverage is dependent on many factors, contact Federal Signal for sound analysis of your specific location

³ The siren can operate throughout this temperature range provided that battery temperature is maintained at 18°C or higher

⁴ Batteries not included

⁵ See product page for additional information





► Model DCFCTBD

Two-Way Digital Controller for Electro-Mechanical Sirens

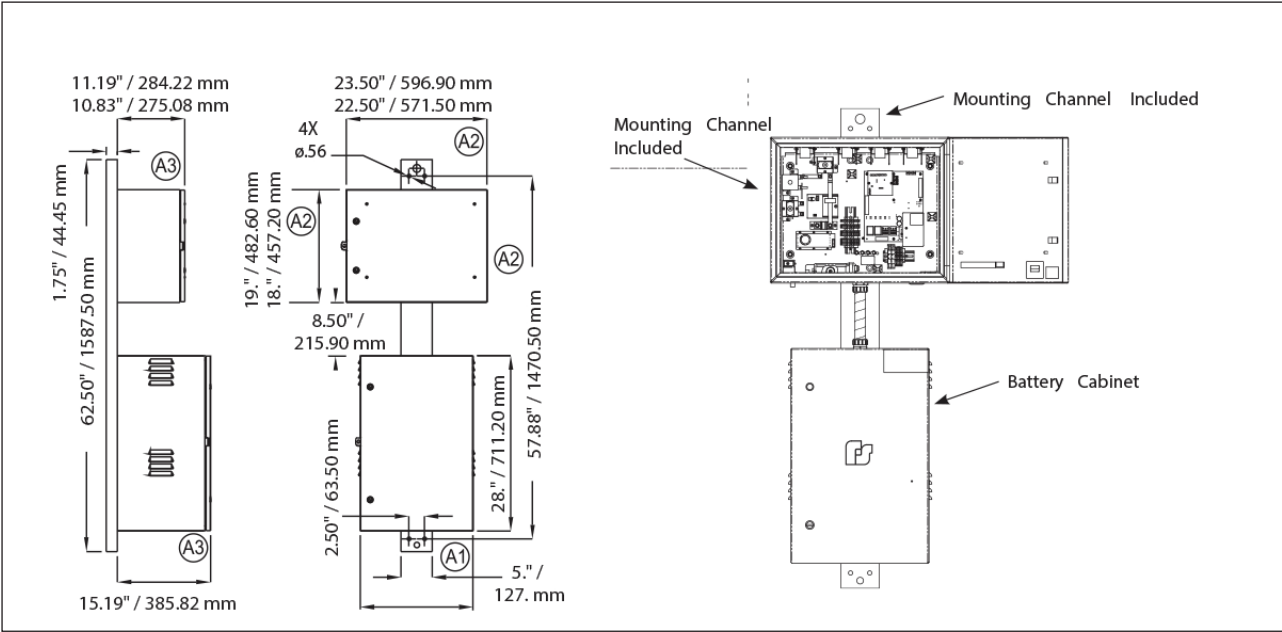
Federal Signal DCFCTBD siren controllers are two-way digital, battery-operated/back-up and status monitoring systems for use with the Federal Signal 2001-130, Equinox, 508-128 and Eclipse8 sirens. The DCFCTBD siren controller typically interfaces with off-the-shelf two-way radio transceivers and communicates to a base controller. DCFCTBD siren controllers can be used with radios utilizing single-tone, two-tone sequential, DTMF, POCSAG, AFSK, EAS and digital formats such as P25 and Tetra. The DCFCTBD controllers can be equipped with optional communications such as landline, IP, fiber, satellite, and cellular. This makes DCFCTBD siren controllers compatible with virtually any existing siren control system or communication method. There are four local inputs and four local push buttons for activation, plus a reset option.

DCFCTBD models come equipped with four independent relay outputs that can be programmed to activate with local inputs, local pushbuttons or via the communications channels. Activation codes, relay timing, and optional warning sounds are programmed into the unit through a standard RS232 serial port or over-the-air from the central control point. The DCFCTBD siren controller offers six user programmable functions in addition to the five pre-set functions (arm, disarm, report, growl test and master reset). These controllers include sensors to supply information on the following areas of operation: AC power status, communications status, low battery status, intrusion, siren activation, current intrusion, siren rotation and local activation.

F E A T U R E S

- Two-way siren controller for 48VDC Sirens
- Two-way radio control and status monitoring
- Simultaneous two-tone sequential, DTMF, EAS, POCSAG, and digital AFSK decoding for security
- Able to utilize multiple communication paths for redundancy
- Controls mechanical sirens, including models 2001-130, Equinox, 508-128 and Eclipse8
- Solar options available
- Push buttons for local activation
- Landline, Ethernet (IP) or radio control
- UL Listed for general signaling
- DNV Certified

Two-Way Digital Controller for Electro-Mechanical Sirens (DCFCTBD)



SPECIFICATIONS

Operating Temperature:	-22°F to 149°F / -30°C to 65°C	
AC supply voltage:	120VAC @ 4.0 Amps	
	240VAC @ 2.0 Amps	
Battery Backup:	48VDC	
Current Draw:	+/- 10%, 50/60 Hz, maximum standby current	
DCFCTBD Power Supply:	6A @ 13.3VDC	
Battery Backup:	48VDC	
Current Draw:	< 0.2 amps in standby	
Programmable Frequency:	Federal Signal can program your radio to your specific requirements	
EAS:	Supports standard EAS codes and wildcards	
POCSAG:	Supports binary AFSK 512 Baud numeric messages.	
4 relay outputs:	SPST	
Contact Rating:(4 relays standard)	5A @ 28VDC – 8A @ 240VAC	
Shipping Weight:		
DCFCTB Total Weight (including batteries)	364 lbs	165 kg
Shipping Weight (excluding batteries)	300 lbs	136 kg
2001TRBP Net Weight	150 lbs	68 kg
2001TRBP Shipping Weight	190 lbs	86.2 kg

OPTIONAL ACCESSORIES

Description	Part Number
Federal programming software (Non-digital applications)	FSPWARE
Commander® Software System, *10, 25, 255, or 512 Site License	SFCD*
208-240VAC operation	2001TRBP
Activation system	SS2000+
Solar powered option	Contact Federal Signal
Antenna	Contact Federal Signal

HOW TO ORDER

Contact our Federal Signal Sales Engineers to design a system that meets your specific requirements.

Description	Part Number
Two-way Controller DC Powered, no radio	DCFCTBD
Two-way Controller, Radio Controlled, DC Powered (H=high band, U=UHF)	DCFCTBDH/U
Two-way Controller, IP-enabled, DC Powered	DCFCTBD-IP
Two-Way Federal Controller, UHF Band, 450470 MHz, DC Powered with Radio Faceplate	DCFCTBDU-FP
Two-Way Federal Controller, High Band, 136-174 MHz, DC Powered with Radio Faceplate	DCFCTBDH-FP

Note:

Antenna and cable are not included with radio activation control and must be ordered separately

Batteries required. Call for assistance with specific system requirements



ITEM 9.A.4.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
February 25, 2025

SUBJECT: Resolution Approving the 2025 Taste of Oak Brook Drone Show Contract

FROM: Greg Summers, Village Manager

BUDGET SOURCE/BUDGET IMPACT: Account 171-79400, \$33,000

RECOMMENDED MOTION: I move to approve Resolution R-2284, A Resolution Authorizing and Approving an Award of Contract to BCI Entertainment, LLC (dba Northern Lights Drone Shows) for the 2025 Taste of Oak Brook Drone Show.

Background/History:

In 2024, the Village added a new drone show to the Taste of Oak Brook to enhance the event experience as well as add value to presenting sponsorships by incorporating sponsor logos and promotional messages into the event in a high profile, high attention manner. This change led to a significant increase in value of those sponsorship, adding \$50,000 in presenting sponsor value alone. In 2024, the drone show consisted of 150 drones and was performed by BCI Entertainment, LLC (dba Northern Lights Drone Shows). While originally contracted to provide just 100 drones in 2024, Northern Lights Drone Shows increased the number to 150, at no additional charge, to meet basic graphic display requirements. Many logos were still paired down, and some graphics eliminated, to be achievable with a limited number of drones.

Staff worked with multiple vendors for 2025 to review draft presentations at 200, 300, 400, and 500 drone levels. Staff found that 300 drones appeared to be the minimum point where all required graphics can be accommodated without compromise. In 2024, the drone show was split into two five-minute segments, one before, and one after, the main fireworks display. In 2025, the show will be one ten-minute display, all prior to the main fireworks. This will create more focus on the main presenting sponsor display and delay the fireworks by another five minutes, as we experience a lot of last-minute parking for the main display.

Staff received three competitive quotes for a 300 drone display, as follows:

- Northern Lights Drone Shows (2024 Vendor): \$110.00 per drone (\$33,000)
- Firefly Drone Shows: \$120 per drone (\$36,000)
- Sky Elements Drone Shows: \$208.13 per drone (\$62,440)

Staff also verified with our Taste of Oak Brook Production Manager, Duff Entertainment, who validated that Northern Lights Drone Shows quote of "\$110 per drone is definitely the lowest I've seen." Their staff also sought competitive pricing through their vendors, which ranged from \$120 to \$150 per drone.

Staff and the Taste of Oak Brook Committee were satisfied with the 2024 vendor, Northern Lights Drone Shows, who also submitted the lowest quote for 2025. Northern Lights Drone Shows provides a free video-capture of the drone show, which we then share with the sponsors for their keepsake and use. With the other vendors, the video-capture is an additional charge service, ranging from \$6,500 to \$14,500 extra. Finally, Northern Lights Drone Shows also works directly with and coordinates with Mad Bomber, our fireworks vendor, to coordinate setup and launch location and timing - at our display and numerous other events throughout the Midwest, ensuring a smooth and cooperative working relationship as they share the same launch zone and airspace.

Recommendation:

The Taste of Oak Brook Committee recommends that the Village Board approve Resolution R-2284, A Resolution Authorizing and Approving an Award of Contract to BCI Entertainment, LLC (dba Northern Lights Drone Shows) for the 2025 Taste of Oak Brook Drone Show.

Attachments:

1. Drone Show Resolution
2. 2025TasteofOBDroneShow

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2025-TASTE-DRONE-CNTRCT-R-2284

A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF AN AGREEMENT
BY AND BETWEEN
THE VILLAGE OF OAK BROOK AND
BCI ENTERTAINMENT, LLC
D/B/A NORTHERN LIGHTS DRONE SHOWS

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 25th day of February, 2025

RESOLUTION NO. 2025-TASTE-DRONE-CNTRCT-R-2284

A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF AN AGREEMENT
BY AND BETWEEN
THE VILLAGE OF OAK BROOK AND
BCI ENTERTAINMENT, LLC
D/B/A NORTHERN LIGHTS DRONE SHOWS

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, the BCI Entertainment, LLC d/b/a Northern Lights Drone Shows (hereinafter referred to as "Company") provides drone shows for various public sector and private sector events;

WHEREAS, in 2024 the Village introduced a drone show to the Taste of Oak Brook which met with positive comments and reviews from the attendees and residents of the Village;

WHEREAS, after review of the financial information from the 2024 Taste of Oak Brook, the event realized significant increases in the value of corporate sponsorship which can partly be attributed to the introduction of the drone show;

WHEREAS, the Village previously contracted with Company for the 2024 Taste of Oak Brook drone show and was extremely pleased with the product and performance as well as the professionalism of staff;

WHEREAS, as a result of the excellent service provided by Company in 2024 Village Staff solicited a proposal from Company for the 2025 drone show, as well as competing vendors, and Northern Lights Drone Shows provided the lowest cost proposal;

WHEREAS, the Village desires to enter into an agreement with Company for the Taste of Oak Brook drone show; and

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the health, welfare and safety of the residents of the Village to enter into the attached agreement with BCI Entertainment, LLC d/b/a Northern Lights Drone Shows for as set forth 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 in an amount not to exceed \$33,000.00 (thirty-three thousand dollars and no cents) (hereinafter referred to as the “Agreement”) for the 2025 Taste of Oak Brook drone show.

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Agreement, substantially in the form 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.

PASSED THIS 25th day of February, 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 25th day of February, 2025.

Laurence E. Herman
Village President

ATTEST:

Netasha Scarpiniti
Village Clerk

Exhibit A
Agreement



REVIEW OF CONTRACTS

Awarding Agency:

VOB

Type of Contract:

Prof. Svcs.

Department:

Administration

Program/Account Number:

171-79400

Awarded Contract Price:

\$33,000.00

Budgeted Amount:

\$33,000.00

CONTRACT AMOUNT

☐

Under \$20,000

☐

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

☒

\$20,000 - \$500,000

☐

Over \$1,000,000

NOTES

2025 Taste of Oak Brook Drone Show

DEPARTMENT DIRECTOR SIGNATURE

Name:

[Signature]

Date:

2/20/25

INITIAL REVIEWING ATTORNEY SIGNATURE

Name:

Date:

APPROVED BY VILLAGE MANAGER

Name:

[Signature]

Date:

2/20/25

FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name:

Date:

☐ Three (3) Originals signed by other party

Date/Initials _____

☐ Original provided to staff member for other party

Date/Initials _____

☐ Original provided to Official Files

Date/Initials _____

VILLAGE OF OAK BROOK PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is dated as of the ____ day of _____, 2025 (*"Agreement"*), and is by and between the **VILLAGE OF OAK BROOK**, 1200 Oak Brook Road, Oak Brook, Illinois 60523 an Illinois municipal corporation (*"Village"*), and **BCI ENTERTAINMENT, LLC (dba NORTHERN LIGHTS DRONE SHOW, 8425 WI 38, Caledonia WI 53108) (*"Consultant"*).**

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

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

2025 Taste of Oak Brook Drone Show, as more fully described in the attached contract submitted by BCI Entertainment, LLC (dba Northern Lights Drone Show) dated February 17, 2025, in Exhibit A.

TIME OF PERFORMANCE. The Consultant shall perform and complete the Services as mutually agreed upon between Village and Consultant on July 3, 2025 for the 2025 Taste of Oak Brook Event, or if applicable, agreed upon "Rain Date" (*"Time of Performance"*).

SECTION 2. COMPENSATION.

A. Agreement Amount. The total amount billed by the Consultant for the Services under this Agreement shall be **\$33,000.00**, including reimbursable expenses, without the prior express written authorization of the Village Manager.

B. Agreement Term. The term of this agreement will commence upon execution and will end after successful completion of the 2025 Taste of Oak Brook Drone Show on July 3, 2025 or if applicable, agreed upon "Rain Date".

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

D. Payment of Agreement Amount. Payments shall be made pursuant to the terms of the Local Government Prompt Payment Act, 50 ILCS 505/3 *et seq.* The Village shall pay the required deposit amount of \$8,250.00 (invoice must be submitted by Consultant for processing), and the remaining amount of \$24,750.00 after completion of the 2025 Taste of Oak Brook Drone Show. It is expressly understood and agreed that the Village shall only make any final payments upon completion of the show and final approval.

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

SECTION 3. REPRESENTATIONS OF CONSULTANT. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consultants in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

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

SECTION 4. INDEMNIFICATION; INSURANCE; LIABILITY.

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

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

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

SECTION 5. GENERAL PROVISIONS.

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

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

C. **No Collusion.** The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of

the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

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

E. **Compliance with Laws and Grants.** Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or Consultant with respect to this Contract or the Services. Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors, performance of, or failure to perform, the Services or any part thereof. Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

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

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

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

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

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

receipt. Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Oak Brook
1200 Oak Brook Road
Oak Brook, Illinois 60523
Attention: Greg Summers, Village Manager

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

BCI Entertainment, LLC
dba Northern Lights Drone Show
8425 WI 38
Caledonia Wisconsin 53108
Attention: Nathan Godfrey, Account Executive

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

L. Third Party Beneficiary. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.

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

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

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

confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

ATTEST:

VILLAGE OF OAK BROOK

By: _____
Netasha Scarpiniti, Village Clerk

By: _____
Greg Summers, Village Manager

ATTEST:

**BCI ENTERTAINMENT, LLC
(DBA NORTHERN LIGHTS DRONE SHOWS)**

By: _____
Title: _____

By: _____
Its: _____

EXHIBIT A

(CONTRACT FOR THE 2025 TASTE OF OAK BROOK DRONE SHOW DATED FEBRUARY 17, 2025)



8425 WI 38, Caledonia, WI 53108

DRONE LIGHT SHOW CONTRACT

This contract shall be effective the later of the dates signed below, by and between BCI Entertainments, LLC (dba Northern Lights Drone Shows and herein referred to as, "BCI") and The Village of Oak Brook

Individual/Organization (herein, "Client"): The Village of Oak Brook

Contact Name (if different from above): Greg Summers

Mailing Address: 1200 Oak Brook Rd Oak Brook, IL 60523

Email Address: gsummers@oak-brook.org

Phone: 630.368.5020

Billing Contact Name: Greg Summers

Billing Address: 1200 Oak Brook Rd Oak Brook, IL 60523

Billing Email Address: gsummers@oak-brook.org

Billing Phone: 630.368.5020

This contract engages the services of BCI under the following terms:

1. PAYMENT TERMS:

Payment(s) shall be made by EFT, ACH, or credit card. Within 7 days of signing this Contract, Client shall pay a deposit of 25%, to be applied to the total contract price. The deposit must be received to guarantee the event date. The remaining balance shall be paid as follows: The remaining 75% balance is to be paid no less than seven (7) calendar days after the event date.

2. CREDIT CARD AUTHORIZATION AND CHARGES:

All invoices are based on a cash discount, credit cards are subject to convenience fees. BCI accepts all major credit cards for payments of events, a 3% convenience fee will be applied. By signing this contract (when providing a credit card for payment) you authorize BCI to process payments on the credit card for Retainer Fee and/or any unpaid balance owed as per the terms of this contract, unless arrangements have been made and noted on the contract.

3. FEES & COSTS:

BCI is responsible for the acquisition of any state and local permits. Client shall waive any fees or costs associated with local permits to the extent it has the authority to do so. Client is responsible for police, fire, or other appropriate protection necessary for proper crowd control, safety, and security during the event as well as all fees and costs associated.

4. INSURANCE:

BCI shall provide drone liability insurance in the amount of \$5,000,000 (five million) per occurrence. Client shall be listed as the certificate holder on the certificate of insurance.



8425 WI 38, Caledonia, WI 53108

5. MUSIC & MARKETING:

In the event music is played during the event, the Client, pursuant to ASCAP, BMI, and SESAC policy, is responsible for obtaining all music performance licenses, and all associated fees and costs thereto. Except when explicitly forbidden by Client, BCI reserves the right to use the production for promotional use, including but not limited to the capturing of video and photographs at any time or place during the event.

6. HOLD HARMLESS:

The Client agrees to hold harmless and indemnify BCI for any and all costs and liabilities, which may be incurred as a result of the failure of the Client to comply with its obligations and responsibilities under this contract, or the actions of individuals other than the pilots, crew or employees of BCI. The Client shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special and/or punitive damages from BCI, including, without limitation, loss of income, business or profits.

7. FORCE MAJEURE:

Neither party will be responsible to the other party for any failure to fulfill obligations under the contract due to causes beyond its reasonable control, including fire, hurricane, tornado, snowstorm, flood, war, riots, earthquakes, shortages, natural disasters or any other acts of God, or any act or regulation of any federal, state, or local government or regulatory body ("Force Majeure Occurrence") resulting in or causing the cancellation of the planned show. Provided the party affected by the Force Majeure Occurrence notifies the other party in writing. The affected party shall resume performance of its obligation as soon as reasonably practicable after the removal of the cause. In the event of force majeure, BCI will apply all monies towards the agreed upon rain date referenced below in this contract (the "Rain Date"). If it is determined the Rain Date suffers a Force Majeure Occurrence, BCI will apply all monies towards a new date within this same calendar year, pending availability. If said new date cannot be agreed upon by both parties, BCI will refund 50% of monies already paid by Client under this contract.

8. TERMS AND CONDITIONS:

This Contract shall be governed by laws of the State of Illinois. A court of competent jurisdiction within Oak Brook county shall be the venue for any dispute. If any provision of this agreement is deemed unenforceable, the remaining provisions hereof shall remain in full force and effect. In the event of any legal dispute, the losing party shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees, incurred in enforcing the terms of this Contract.

9. ENTIRE AGREEMENT:

This Contract constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, either oral or written. The waiver of any provisions of this Contract shall not constitute a waiver of any other provision of this contract; any and all modifications to these terms shall be made in writing and become part of the agreement in its entirety.

10. POSTPONEMENT:

BCI will strive to execute the show as planned. At the discretion of BCI, the show may be postponed due to inclement weather or other circumstances deemed to cause unnecessary risk to person or property. In the event of postponement, BCI shall instead perform the obligations for the event on the "Rain Date". In the event of further postponement, the Client may reschedule the show to a mutually agreed upon alternate date within the same calendar year of the original date. If the show is not rescheduled it shall be subject to cancellation. The Client shall be responsible for the reasonably incurred, direct costs of executing the show on the alternate date. Direct costs may include transportation, labor, and fees, and will begin at 10% of contract amount plus applicable government fees. Subsequent postponements, if necessary, shall be subject to the same conditions.

Client Initials: _____

BCI Initials: NG



8425 WI 38, Caledonia, WI 53108

11. CANCELLATION:

If the Client elects to cancel the display ninety (90) or more days prior to the show date, the Client will forfeit the 25% retainer to BCI. If the Client cancels the display less than ninety (90) prior to the show date, the Client shall pay BCI 50% of the total contract amount plus incurred governmental fees. If the client cancels less than thirty (30) days prior to show date the client is responsible for 100% of total contract. If the Client elects not to reschedule a postponed display to within the same calendar year of the originally scheduled date, the Client shall pay BCI 100% of the total contract amount plus incurred governmental fees.

12. WORKFLOW:

BCI shall provide licensed pilots, which in addition hold a current Part 107, (Small Unmanned Aircraft Certificate) who will adhere to all local, state, and federal regulations when operating the UAVs. In addition, said pilot will deliver, set-up, execute, and dismantle the drone shows in adherence with Federal Aviation Administration (FAA) regulations as adopted by the Federal Government. The Client shall allow sufficient time for BCI to access and safely set up the show. Upon request by BCI, Client shall provide a means of transporting equipment to the launch site if the terrain is not suitable for passage by vehicle. The Client shall be responsible for working with the property owner to ensure that all sprinkler irrigation systems are disarmed to prevent damage to the fleet and equipment. Following the show, BCI shall remove all equipment.

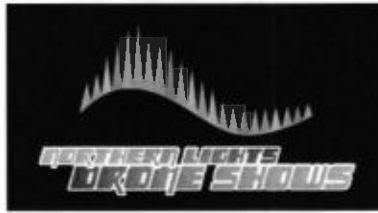
13. SAFETY & SECURITY:

The Client agrees to cooperate with requests of BCI regarding the safety and security of the shows. In the event such requests are not resolved, BCI reserves the right to withdraw all equipment, the fleet, employees, and personnel without refund. The client shall be responsible for preventing unauthorized access to the launch site and flight perimeter during the set-up, flight, and tear out of equipment. BCI reserves the right to stop the show if unauthorized persons enter the secured perimeter.

14. SHOW DATE & BUDGET:

This addendum can be used for up to five (5) drone light shows:

Show Date(s):	<u>07/03/2025</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Rain Date(s):	<u>TBD</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Show Cost(s):	<u>33,000.00</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Travel Cost(s):	<u>N.A.</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Cost(s):	<u>33,000.00</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Deposit Amount(s):	<u>8,250.00</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Deposit Due Date(s):	<u>03/07/2025</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Final Payment Amount(s):	<u>24,750.00</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Final Payment Due Date(s):	<u>07/10/2025</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>



8425 WI 38, Caledonia, WI 53108

15. SHOW SPECIFICATIONS:

Show Description: A fully custom drone show featuring 300 drones integrating themes and images requested by the client to fit the occasion.

Show Location: Oak Brook, IL

Show Length: 14-15 Min

Approximate Start Time: TBD

Name of Person Cueing Start of Show: TBD

16. SHOW CONTACT(S):

Primary On-Site Contact Person:

Name: TBD

Cell Phone: TBD

Email Address: TBD

Secondary On-Site Contact Person (if applicable):

Name: TBD

Cell Phone: TBD

Email Address: TBD

By signing below, I accept all terms and conditions of this agreement and I certify that I am authorized to enter into this agreement on behalf of the Client.

On behalf of Client:

Signature: _____

Print Name: _____

Title: _____

Date: _____

On behalf of **BCI Entertainment, LLC**

Signature: Nathan Godfrey Digitally signed by Nathan Godfrey
Date: 2025.02.17 12:55:22 -06'00'

Print Name: Nathan Godfrey

Title: Account Executive

Date: 02/17/2025



8425 WI 38, Caledonia, WI 53108

Payment Number	Payment Date	Amount Due
1	03/07/2025	\$8,250.00
2	07/10/2025	\$24,750.00



ITEM 9.A.5.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
February 25, 2025

SUBJECT: Increase the Number of Class A-1 Authorized Liquor Licenses

FROM: Netasha Scarpiniti, Clerk

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to approve Ordinance G-1270, An Ordinance Amending Title 4, Chapter 1, Section 8A of the Village Code of the Village of Oak Brook, Illinois by Increasing by One to Forty-Four the Number of Authorized Class A-1 Liquor Licenses.

Background/History:

Fat Rosie's OpCp, LLC. has submitted an application to the Village of Oak Brook for a Class A-1 Liquor License for their restaurant Fat Rosie's Taco and Tequila Bar. Fat Rosie's is located at 3011 Butterfield Rd, Unit B101. The approval of this liquor license will increase the number of Class A-1 liquor licenses in the Village of Oak Brook from 43 to 44. Fat Rosie's has submitted their liquor license application per the ordinance requirements for a Class A-1 license. Staff will ensure that all documents are submitted, payment in full is made, and Development Services approves their venue before the issuance of their liquor license.

Recommendation:

Staff recommends that the Village Board approve Ordinance G-1270, An Ordinance Amending Title 4, Chapter 1, Section 8A of The Village Code of the Village of Oak Brook, Illinois, To Increase the Number of Authorized Class A-1 Liquor Licenses by one to Forty-Four for Fat Rosie's Taco and Tequila Bar.

Attachments:

1. Ordinance-LC-AL-G-1270 - Increase by one for Fat Rosie's

THE VILLAGE OF OAK BROOK

COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE

2025-LC-AL-G-1270

AN ORDINANCE AMENDING THE VILLAGE OF OAK BROOK
CODE OF ORDINANCES, AS AMENDED, TITLE 4
(BUSINESS AND LICENSE REGULATIONS), CHAPTER 1
(LIQUOR CONTROL), SECTION 8A (FEES AND NUMBER OF
LICENSES AUTHORIZED) TO INCREASE THE NUMBER OF
AUTHORIZED CLASS A-1 LIQUOR LICENSES BY ONE TO
FORTY-FOUR FOR FAT ROSIE'S.

FAT ROSIE'S

3011 BUTTERFIELD RD, UNIT B101., OAK BROOK, IL

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the
Village of Oak Brook
On this the 14th day of January 2025

ORDINANCE 2025-LC-AL-G-1270

AN ORDINANCE AMENDING THE VILLAGE OF OAK BROOK CODE OF ORDINANCES, AS AMENDED, TITLE 4 (BUSINESS AND LICENSE REGULATIONS), CHAPTER 1 (LIQUOR CONTROL), SECTION 8A (FEES AND NUMBER OF LICENSES AUTHORIZED) TO INCREASE THE NUMBER OF AUTHORIZED CLASS A-1 LIQUOR LICENSES BY ONE TO FORTY-FOUR FOR FAT ROSIE'S.

FAT ROSIE'S 3001 BUTTERFIELD RD., UNIT B101 OAK BROOK, IL

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

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

WHEREAS, Title 4 (Business And License Regulations), Chapter 1 (Liquor Control), Section 8a (Fees And Number Of Licenses Authorized) of the Village Code of the Village of Oak Brook authorizes certain numbers of liquor licenses and the number of such licenses issued for each class of license may be increased or decreased from time to time by ordinance approved by the Village President and Village Board of Trustees (collectively the "Corporate Authorities") due to changes in ownership of licensed premises, the creation of a new and deserving business enterprise, or the abandonment, revocation, surrender or other termination of an existing license; and

WHEREAS, the Corporate Authorities deem it advisable and in the best interest and in furtherance of the general welfare of the citizens of the Village that the Village Code of the Village of Oak Brook be amended to increase the number of authorized Class A-1 Liquor Licenses by One to Forty-Four.

Fat Rosie's 3011 Butterfield Rd., Unit B101, Oak Brook, IL

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

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

Section 2: That Section 8A of Chapter 1 (Liquor Control) of Title 4 (Business and License Regulations) (4-1-8A) of the Village Code of the Village of Oak Brook, Illinois be amended pursuant to the following table:

Class Of License	Application Fee	Annual License Fee	Number Issued
A-1	\$2,000.00	\$2,750.00	43 44
A-2	2,000.00	2,750.00	0
A-3	2,000.00	2,750.00	1
A-4	2,000.00	2,750.00	1
A-5	2,000.00	2,750.00	1
A-6	2,000.00	2,750.00	1
B	2,000.00	2,750.00	19
C	2,000.00	2,200.00	1

D	2,000.00	2,200.00	6
E	2,000.00	4,950.00	7
F	No Fee	\$50 per event	Not Applicable
G	No Fee	No Fee	1
H	No Fee	No Fee	1
I	2,000.00	2,750.00	2
J	2,000.00	500.00	0
K	2,000.00	2,750.00	0
L	2,000.00	2,750.00	1
M	----	500.00	3
N	2,000.00	2,750.00	1
O	2,000.00	2,750.00	1
P	2,000.00	2,750.00	1

Additions are bold and double-underlined: ~~deletions are struck through.~~

Section 3: The title, chapter(s), and section(s) adopted by this Ordinance shall be numbered and placed in an appropriate title, chapter(s), and section(s) when and during the codification of the Oak Brook Municipal Code.

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

Section 5: This Ordinance shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section 6: That all ordinances or parts of ordinances in conflict with the terms of this Ordinance shall be repealed to the extent of said conflict.

Section 7: If any section, paragraph, clause, or provision of this Ordinance is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of the remaining provisions of the Village's Municipal Code, which are hereby declared to be separable.

Section 8: This Ordinance shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Oak Brook.

[Remainder of Page Intentionally left blank; Roll Call to follow]

APPROVED THIS 25th day of February 2025.

Laurence E. Herman
Village President

PASSED THIS 25th day of February 2025.

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Netasha Scarpiniti
Village Clerk



ITEM 9.A.6.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
February 25, 2025

SUBJECT: An Ordinance Amending Bath and Tennis Rates for the 2025 Season

FROM: Art Segura, Sports Core Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to approve Ordinance G-1271, An Ordinance Amending Title 12 (Recreational Facilities) Chapter 3 (Oak Brook Bath and Tennis Club) Section 12-3-2 (Season Membership and Fee Schedule) Subsection A (General Membership)

Background/History:

Both the staff and the Sports Core Advisory Committee are in agreement with adding an Individual Lap Swim membership for residents only. We've had a few residents inquire about this option, and we believe it's something we can implement with minimal disruption to the daily pool schedule. This membership will be available exclusively to residents and will be offered Monday through Friday from 7 AM to 9 AM only.

Bath & Tennis Rates

Memberships	2025 Non-Resident	2025 Resident
Unlimited Family	\$1,680.00	\$945.00
Unlimited Corporate Family	\$1,420.00	N/A
Individual	\$1,155.00	\$605.00
Unlimited Corporate Individual	\$975.00	\$0.00
Senior Couple	\$1,260.00	\$790.00
Senior Individual	\$685.00	\$475.00
Individual Lap Swim (7AM-9AM / M-F)	N/A	\$150.00

Tennis Only Membership

Family	\$630.00	\$550.00
Individual	\$525.00	\$450.00
Individual Senior	\$475.00	\$420.00
Individual Junior (under 21)	\$180.00	\$170.00
Senior Couple	\$580.00	\$500.00

Recommendation:

Staff recommends that the Village Board approve Ordinance G-1271, An Ordinance Amending Title 12 (Recreational Facilities) Chapter 3 (Oak Brook Bath and Tennis Club) Section 12-3-2 (Season Membership and Fee Schedule).

Attachments:

1. 2025-G-1271

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
NUMBER 2025-SC-EX-G-1271

AN ORDINANCE
AMENDING TITLE 12 (RECREATIONAL FACILITIES) OF THE
VILLAGE OF OAK BROOK CODE OF ORDINANCES AS IT
PERTAINS TO THE FEE SCHEDULES FOR THE OAK BROOK
GOLF CLUB AND OAK BROOK BATH AND TENNIS CLUB

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 25th day of February 2025

ORDINANCE NO. 2025-SC-EX-G-1271

AN ORDINANCE
AMENDING TITLE 12 (RECREATIONAL FACILITIES) OF THE VILLAGE OF OAK BROOK
CODE OF ORDINANCES AS IT PERTAINS TO THE FEE SCHEDULES FOR THE OAK
BROOK GOLF CLUB AND OAK BROOK BATH AND TENNIS CLUB

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

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

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

WHEREAS, Title 12 (Recreational Facilities) Chapter 3 (Oak Brook Bath and Tennis Club) Section 12-3-2 provides for the existing fee schedules for the Oak Brook Bath and Tennis Club;

WHEREAS, Staff recommends that the Corporate Authorities amend the aforementioned section of Village Code to modify the existing fee schedules as provided herein;

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

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

Section One – Recitals

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

Section Two – Amendment to Title 12 Chapter 3

The Corporate Authorities hereby amends Title 12 (Recreational Facilities) Chapter 3 (Oak Brook Bath and Tennis Club) Section 12-3-2 (Season Membership and Fee Schedule) Subsection A (General Membership), as follows:

12-3-2: SEASON MEMBERSHIP AND FEE SCHEDULE:

A. General Membership: Membership fees are non-refundable and non-transferable and are established by the Village of Oak Brook as follows:

Membership Fee Schedule

Unlimited Memberships	Usage	Cost
<u>Resident Individual</u>	<u>Lap Pool (7AM-9AM / M – F)</u>	<u>\$150</u>

Section Three -- Codification

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

Section Four -- Effective Date

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

Section Five - Publication

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

Section Six – Saving Clause

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

Section Seven – Recording

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

PASSED THIS 25th day of February 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 25th day of February 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk



ITEM 13.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
February 25, 2025

SUBJECT: Acquisition of Real Estate

FROM: Greg Summers, Village Manager

BUDGET SOURCE/BUDGET IMPACT: Unbudgeted, From General Fund Reserves

RECOMMENDED MOTION: I move to approve Ordinance S-1722, An Ordinance Authorizing the Acquisition of And Approving a Purchase Agreement for the Real Property Located Near the Southeast Corner of York Road, Roosevelt Road & I-88, In Unincorporated DuPage County, Illinois

Background/History:

As previously discussed with the Village Board, staff recently engaged in the process of community border review, specifically reviewing all unincorporated pockets on the border of the Village and their potential for development, type of development, and annexation options. As part of that process, staff identified 1) a parcel bounded by York Road, I-88 and the York Road to Roosevelt Road connector ramp (the "York Road Property"); and 2) the ESPN Sports Radio transmitter site located just south of Saddle Brook (the "ESPN Transmitter" parcel). As the Board is aware, on January 14, 2025 an Agreement was approved with M/I Homes relative to development of the latter identified parcel.

The York Road Property is owned by GRP Oak Brook, LLC and is presently vacant (formerly leased on a month-to-month basis to Walsh Construction for Tollway related work). The property is approximately 4.59 acres and accessed via an unnamed road (formerly part of York Road) which is approximately 0.12 miles long which is connected to the realigned York Road. Former attempts to develop the property have proposed storage facilities, quasi-industrial users, and multi-family housing. The site abuts both Oak Brook and Elmhurst, and has the potential to be annexed to either community. Acquisition of this parcel would facilitate the Village's ability to self-annex the parcel, closing the boundary with Elmhurst and solidifying Oak Brook's control over uses on our perimeter.

In conjunction with Village Board direction, staff negotiated with GRP Oak Brook, LLC to execute a Letter of Intent to purchase this property below market value. As an offset, the property owner would consider this transaction a partial sale, partial donation and GRP Oak Brook, LLC intends to file for a Noncash Charitable Contribution deduction, subject to IRS Form 8283. The Village's only role in that process would be to affirm

that the Village is a municipal corporation in the State of Illinois and agree to execute the Donee Acknowledgment on said tax form as a governmental unit referred to in 26 U.S. Code § 170(c)(1). Further the Village would agree to neither sell nor lease the property for a period of five-years from the date of closing. This is to ensure the seller that the Village does not intend to resell the below-market transaction at a profit.

GRP Oak Brook, LLC has provided an Environmental Phase I Report for the property which states that the property has no identified risks, however the report is from 2006, and the sale contract includes a 30-day due diligence period to allow for an updated Environmental Phase I Report, both meeting current standards and from a vendor retained on behalf of the Village. A 30-day extension, if a Phase II Environmental Study is required as a result of the Environmental Phase I Report, is also included in the contract. True North Environmental Consultants will conduct these environmental study(ies) on behalf of the Village.

Recommendation:

Staff recommends that the Village Board approve Ordinance S-1722, An Ordinance Authorizing the Acquisition of And Approving a Purchase Agreement for the Real Property Located Near the Southeast Corner of York Road, Roosevelt Road & I-88, In Unincorporated DuPage County, Illinois

Attachments:

None