



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

Regular Meeting
Tuesday, March 11, 2025
7:00 PM

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

1. CALL TO ORDER

2. ROLL CALL

3. PRESIDENT’S OPENING COMMENTS

4. PUBLIC COMMENTS

5. APPROVAL OF MINUTES

A. Regular Board of Trustees Meeting Minutes of February 25, 2025

B. Regular Executive Meeting Minutes of January 28, 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: March 5, 2025 - \$675,293.44

1. LEGAL SERVICES:

a) Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. - Legal Services - January 2025 - \$21,190.60 (FY25 YTD - \$21,190.60)

TOTAL LEGAL BUDGET FOR 2025 IS \$325,287.96

TOTAL LEGAL BILLS PAID FOR 2025 - YTD - \$24,753.93

2. Mauro Sewer Construction, Inc. - Oak Brook Briarwood Lakes Water Main Improvements Project - \$243,339.71

3. Trane U.S., Inc. - HVAC BAS System Maintenance - \$21,583.00

4. Intergovernmental Risk Management Agency - January 2025 Deductible - \$21,621.37

B. Approval of Payroll Paydate: March 06, 2025 - \$927,895.94

C. Development Services Referrals

1. Northey – 3702 Frederick Drive – Rear Yard Setback Variation
2. Bennett – 328 Walnut Lane – Final Plat of Consolidation
3. VOB – Floor Area Ratio (F.A.R.) Definition – Zoning Regulations Text Amendment

D. Ordinances & Resolutions

1. Resolution R-2285, A Resolution Approving the 2025 Village of Oak Brook Official Zoning Map
2. Resolution R-2286, A Resolution Approving the Final Plat of Subdivision for the Property Commonly known as 2222 35th Street, Oak Brook, Illinois; (Midwest Club)
3. Ordinance S-1723, An Ordinance Granting a Special Use Permit to Operate a Dental Clinic for the Property Located at 2109 Clearwater Drive in the Village of Oak Brook, Illinois

7. ITEMS REMOVED FROM CONSENT AGENDA

8. ACTIVE BUSINESS

A. Ordinances & Resolutions

1. Resolution R-2282, A Resolution Approving and Authorizing the Execution of an Agreement with Johnson Controls Security Solutions for Alarm Monitoring Services
2. Resolution R-2288, A Resolution Authorizing the Purchase of Golf Commodities for the Oak Brook Golf Course
3. Resolution R-2289, A Resolution Approving and Authorizing a Contract to Era Valdivia Contractors, Inc. of Chicago, Illinois for the Water Reservoirs A & B Mixing Systems Repaint and Miscellaneous Repairs Project
4. Ordinance S-1718, An Ordinance Authorizing Amendments and Transfers Among Budget Line Items the Village of Oak Brook, Illinois (FY2024)

9. BOARD UPDATES

10. 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.



ITEM 5.B.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
March 11, 2025

SUBJECT: Approval of Closed Meeting Minutes

FROM: Netasha Scarpiniti, Clerk

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: Motion to Approve the Executive Meeting Minutes of January 28, 2025

Background/History:

The Open Meetings Act requires that all public bodies shall keep written minutes of all their meetings, whether open or closed. The public body shall periodically, but no less than semi-annually, meet to review minutes of all closed sessions that had not been released to the public. At this time the Executive Minutes of January 28, 2025 are ready to be approved as written on March 11, 2025 but are not ready to be released to the Public.

To review this set of minutes please refer to the February 25, 2025 Closed Meeting Agenda Packet.

Recommendation:

Staff recommends that the Board approves the Executive Meeting Minutes of January 28, 2025.

Attachments:

None

Approval for Payroll Paydate: 03/06/25

Total Gross Payroll	\$	629,709.25
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Employee Deductions:

Illinois Municipal Retirement Fund	\$	16,066.36
Police Pension Fund	\$	18,757.91
Fire Pension Fund	\$	13,419.81
Federal Tax Withholding	\$	67,118.75
State Tax Withholding	\$	26,477.53
Social Security and Medicare	\$	24,836.35
ICMA/NACO/457	\$	27,801.34
Court Orders	\$	530.00
Insurance Contributions	\$	23,754.29
Aflac Contributions	\$	1,142.57
Mo Voi Life	\$	462.18
Police Union Dues	\$	1,728.00
Fire Union Dues	\$	1,354.20
Public Works Union Dues	\$	1,190.48
125-Medical/Dependent Care	\$	3,067.25

Total Employee Deductions		<u>227,707.02</u>
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Net Payroll	\$	402,002.23
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Village Expenses:

Police Pension	\$	78,457.72
Fire Pension	\$	78,702.26
IMRF Pension	\$	23,589.31
Insurance Contributions	\$	92,601.05
Social Security and Medicare	\$	24,836.35

Total Village Expenses		<u>298,186.69</u>
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Total Payroll (Gross Payroll plus Village Expenses)	\$	<u>927,895.94</u>
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Payroll Date: 03/06/25

Employee Deductions		Pension	Salary by Pension	Percent of
		Deduction	Plan	Pensionable Salary**
	Police	\$ 18,757.91	\$ 189,282.77	9.910%
	Fire	13,419.81	141,933.76	9.455%
	IMRF	11,068.98	245,977.87	4.500%
	Non-Pensionable	-		0.000%
			<u>\$ 577,194.40</u>	

Village Payment into Pensions		Village	Percent of Payroll*	Percent "Match" of what Employee Contributes
		Contribution		
	Police	\$ 78,457.72	41.45%	418.3%
	Fire	78,702.26	55.45%	586.5%
	IMRF	23,589.31	8.67%	192.7%
		<u>\$ 180,749.29</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
March 11, 2025

SUBJECT: 3702 Frederick Drive - Rear Yard Setback Variation

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to refer the request for a rear yard setback Variation at 3702 Frederick Drive to the Planning & Zoning Commission (P&Z) for a public hearing and recommendation.

Background/History:

David and Veronica Northey, the owners of the subject property, have submitted a zoning variation request to Section 13-6.B.3.H.3 of the Zoning Code to allow a reduction in the rear yard setback from 60-feet to approximately 45.9-feet. The property is zoned R-2 Single-Family Residential. The proposed screened porch addition would be constructed over an existing deck.

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

Recommendation:

Staff recommends that the Village Board refer the rear yard setback Variation request to the P&Z Commission for public hearing, review, and recommendation.

Attachments:

1. Exhibits



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 3702 FREDERICK DR PERMANENT PARCEL NO* 06- 35- 401 - 019

LOT NO. 3 SUBDIVISION WENDEL WOODS LEGAL ADDRESS* 3702 FREDERICK DR

ZONING DISTRICT R-2 ZONING ORDINANCE SECTION 13-6B-3.4.3 ACTION REQUESTED VARIATION TO REDUCE

PORTION OF REAR SETBACK FROM 60'-0" TO 45'-9" TO ACCOMMODATE NEW ENCLOSED PORCH APPROXIMATELY 14'-3" WIDER

PROPERTY INTEREST OF APPLICANT: OWNER ☒ CONTRACT PURCHASER ☐ AGENT ☐

OWNER(S) OF RECORD NORTHEY TR, VERONICA J PHONE 630-209-5441

ADDRESS 3702 FREDERICK DR CITY OAK BROOK STATE IL ZIP 60523

BENEFICIARY(IES) OF TRUST Veronica Northey PHONE (630) 209-5440

ADDRESS 3702 Frederick Dr. CITY Oak Brook STATE IL ZIP 60523

NAME OF APPLICANT (and Billing Information) David Northey PHONE (630) 209-5441

ADDRESS 3702 Frederick Dr. CITY Oak Brook STATE IL ZIP 60523

Contact Name and E-mail Address(s) NORTHEY@AMERITECH.NET

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.

VJW
Signature of Owner

2/19/25
Date

TRB
Signature of Applicant

2/19/25
Date

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

Date Filed 2/21/25 Fee Paid \$ 800.00 Receipt No. 763980 Received By CC

Board of Trustees (Referral) 3/11/25 Notice Published 3/14/25 Newspaper Daily Herald Adj. Property Owners Notified 3/14/25

PUBLIC HEARING DATES: Planning & Zoning Commission 4/2/25

Board of Trustees 4/22/25

Board of Trustees
(Approval of Ordinance)

SIGNED - VILLAGE CLERK

Natasha Scarpinet
Date 3/4/25

**Northey Home
7302 Frederick Drive**

February 21, 2025

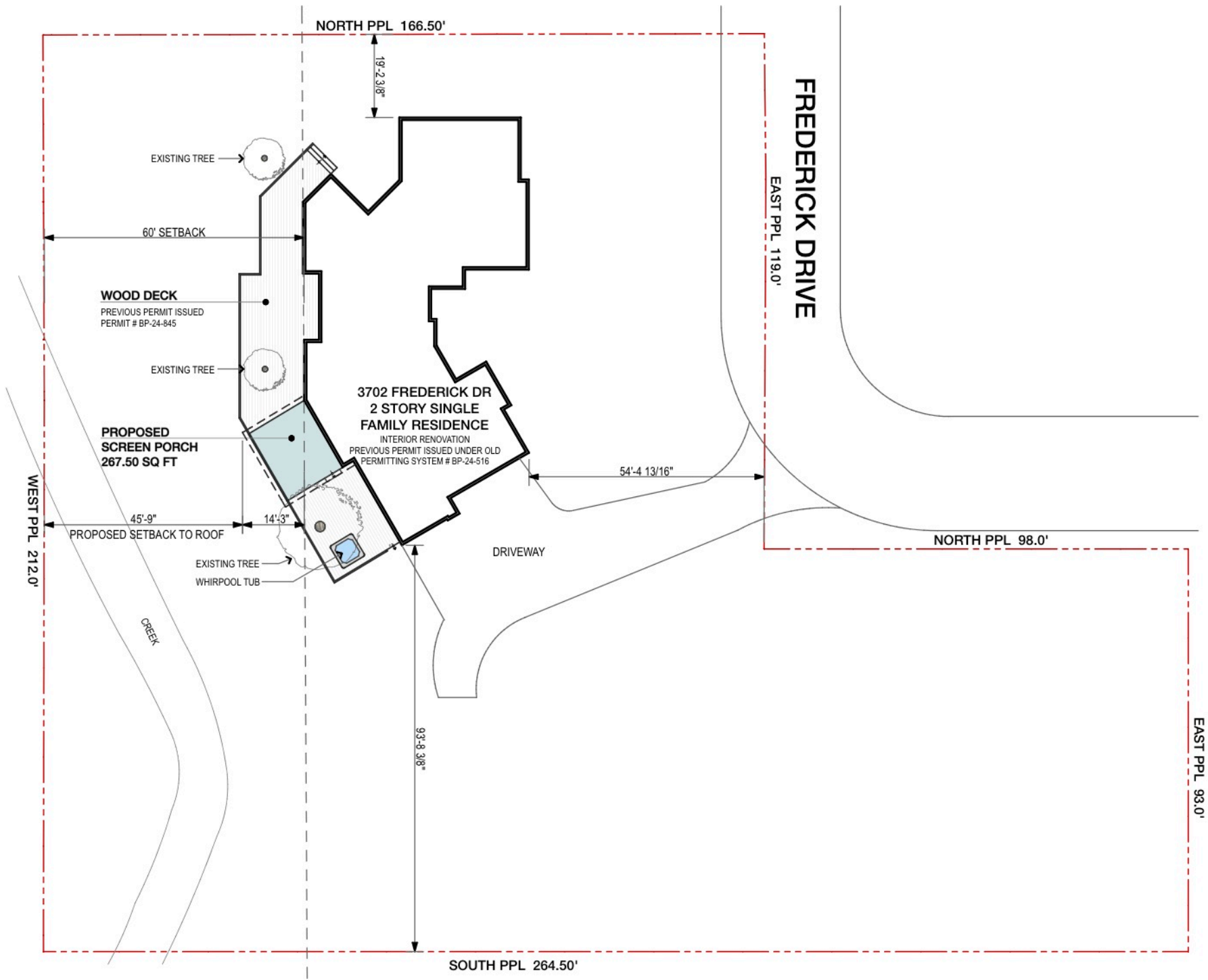
Narrative

In May of 2024, David and Veronica Northey purchased the home at 3702 Frederick Drive and started planning an interior gut rehab of the once mid-century modern home. At the time of their purchase, the home included some interior modifications that were not consistent with the original mid-century modern aesthetic. The interiors were brought back and opened to flow as intended in the original design.

On the exterior, the aging roof was replaced with materials that are best suited with the wooded site; and the rambling deck was replaced with a similar deck but with structurally appropriate pier foundations. The rear facing deck with its fantastic views is one of the home and site's most compelling features. Accordingly, The Northey's requested the construction of a screened in porch. The design team was notified by the Village of Oak Brook that the deck as designed needed a zoning variance because of its proximity to the rear property line. The team responded saying that the porch's location was chosen to be as visibly unobtrusive to neighbors while at the same time located in the most reasonable location relative to the existing home. See the proposed site plan showing the location of the screened in porch location on Sheet SK1 dated 2.21.25

Veronica and Dave Northey request the Zoning Board of Appeals an approval for the construction of the proposed screened-in-porch as proposed in the Application.

We look forward to presenting before you.



SITE PLAN

Scale: 1" = 30'-0"

ZONING DISTRICT: R2 SINGLE FAMILY DETACHED RESIDENCE DISTRICT

BUILDING DATA

BUILDING AREA	3,421 SQ FT
NEW SCREEN PORCH	267.50 SQ FT
OPEN WOOD DECK	1,212.5 SQ FT (PERVIOUS)

ZONING ANALYSIS:

	R-2 DISTRICT	PROPOSED
MINIMUM LOT AREA	43,530 SQ FT (1 ACRE)	44,412 SQ FT (1.02 ACRE)
MINIMUM LOT WIDTH	150'-0"	212'-0"
MAXIMUM STRUCTURE HEIGHT	45'-0"	20'-0"
MAXIMUM PRINCIPAL BUILDING LOT COVERAGE	0.20	0.08 (3,421 + 267.50 = 3,688.5 SQ FT)
MAXIMUM LOT COVERAGE	0.375	0.08 (3,421 + 267.50 = 3,688.5 SQ FT)
MAXIMUM FAR	0.4	0.1
		1ST FLOOR 3,421 SQ FT
		2ND FLOOR 1,085 SQ FT
		NEW SCREEN PORCH 267.50 SQ FT
		TOTAL 4,773.5 SQ FT
FRONT YARD SETBACK	40'-0"	54'-3 13/16"
INTERIOR SIDE YARD SETBACK	18' or 23' *	NORTH 19' - 2 3/8"
		SOUTH 93' - 8 3/8"
REAR YARD SETBACK	60'-0"	45'-9" (14'-3" REDUCTION)



VIEW LOOKING NORTH OF EXISTING WOOD DECK



VIEW LOOKING SOUTH OF EXISTING WOOD DECK



John Conrad Schiess
Architect + LEED AP

905 Home Avenue
Oak Park, Illinois 60305
tel. 708.366.1500
john@jcsarchitect.com

architecture +

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DESIGN FIRM - ARCHITECT
LICENSE # 184.007511-0001
001.014717
EXP. 04/30/2025

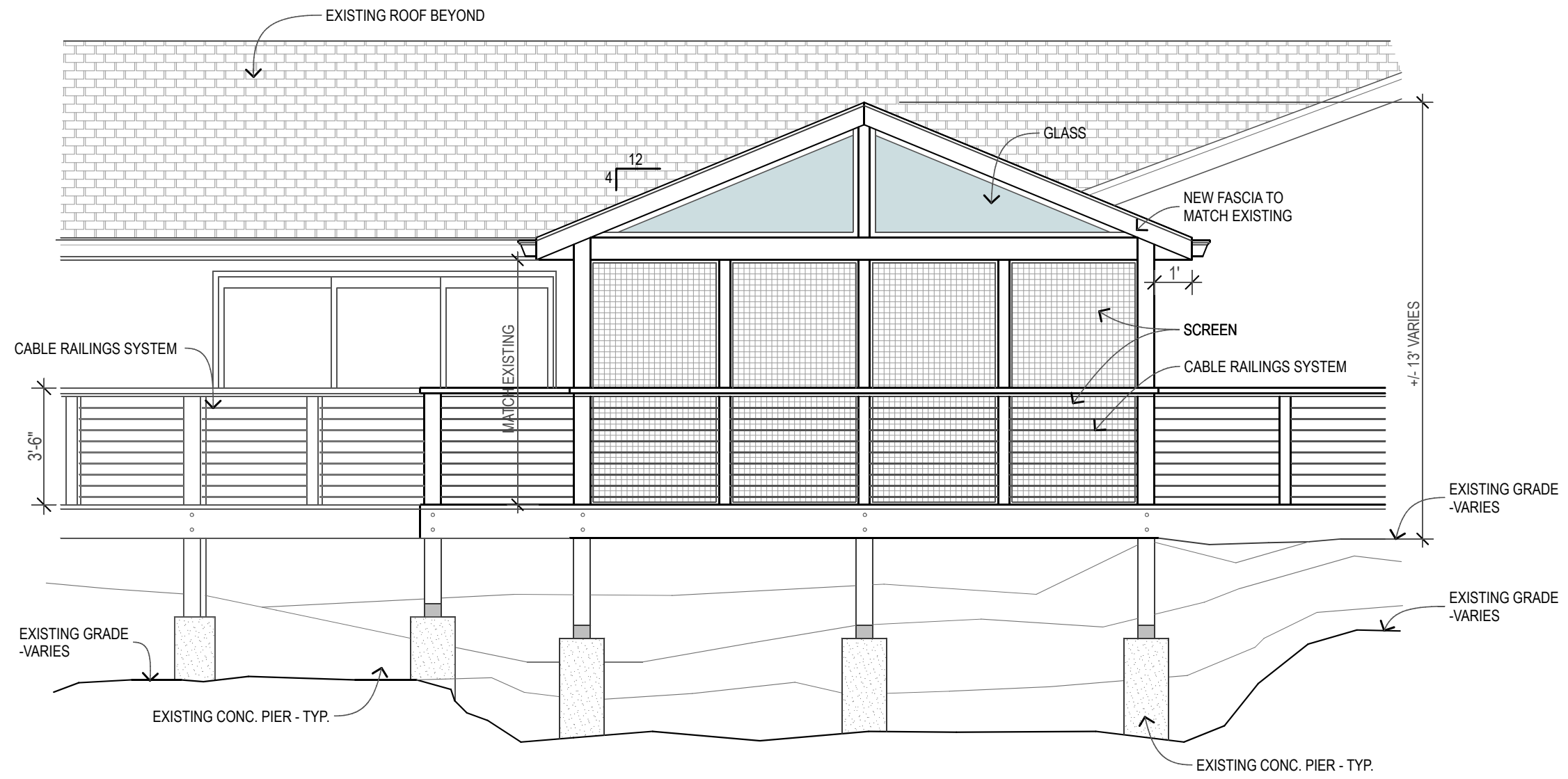
VARIATION	02/21/2025
REVIEW	01/31/2025
Issue for:	Date

PROPOSED
SCREEN PORCH
3702 Frederick Dr
Oak Brook, Illinois

Sheet Title
site plan

SK1

Sheet No.



A SCREEN PORCH - WEST ELEVATION
SCALE: 1/4" = 1'-0"



John Conrad Schiess
Architect + LEED AP
905 Home Avenue
Oak Park, Illinois 60305
tel. 708.366.1500
john@jcsarchitect.com

architecture +

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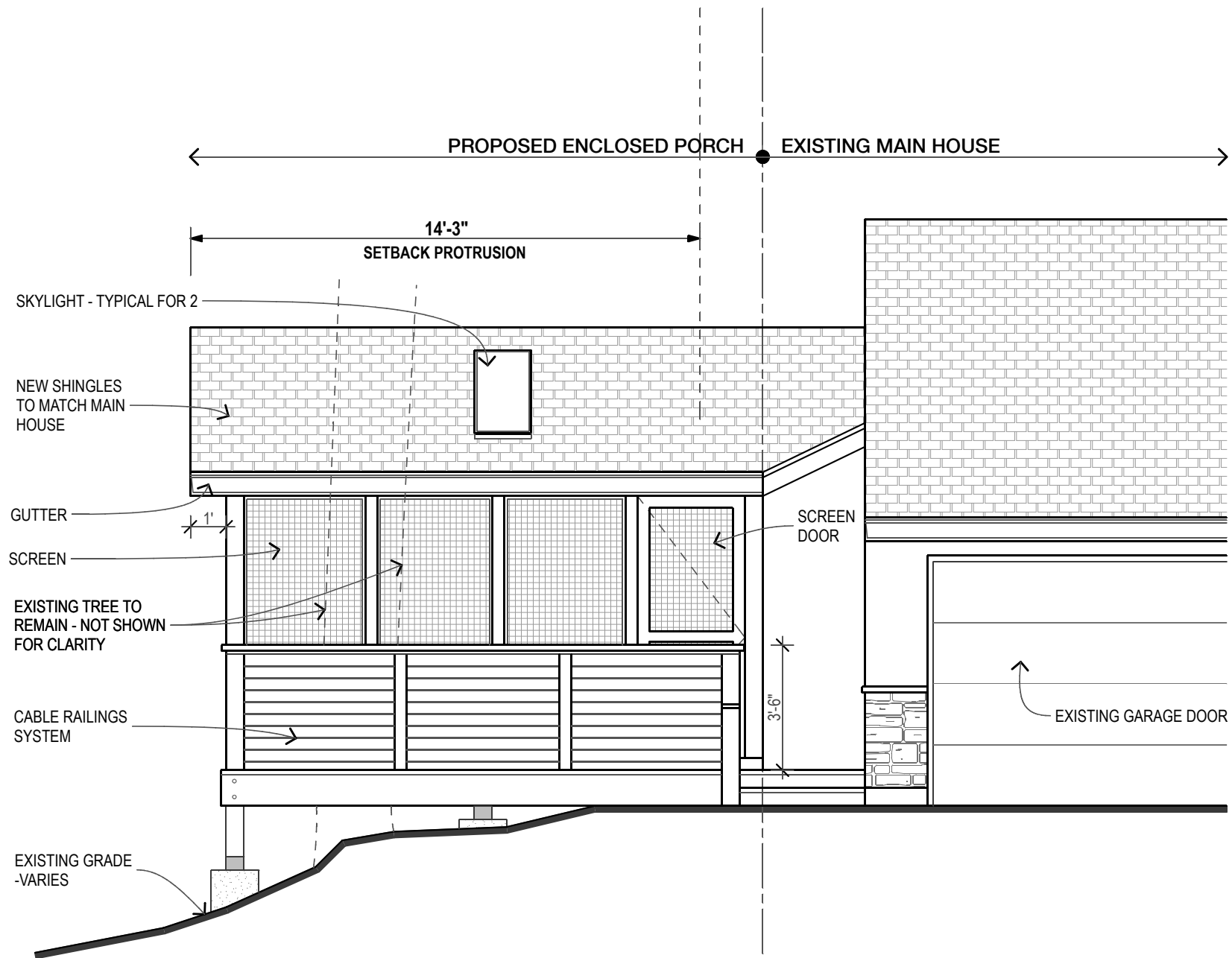
VARIATION	02/21/2025
REVIEW	01/31/2025
Issue for:	Date

PROPOSED
SCREEN PORCH
3702 Frederick Dr
Oak Brook, Illinois

Sheet Title
elevation

SK2

Sheet No.



B **SCREEN PORCH - SOUTH ELEVATION**
SCALE: 1/4" = 1'-0"



John Conrad Schiess

Architect + LEED AP

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architecture +

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LICENSE # 184.007511-0001
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EXP. 04/30/2025

VARIATION	02/21/2025
REVIEW	01/31/2025
Issue for:	Date

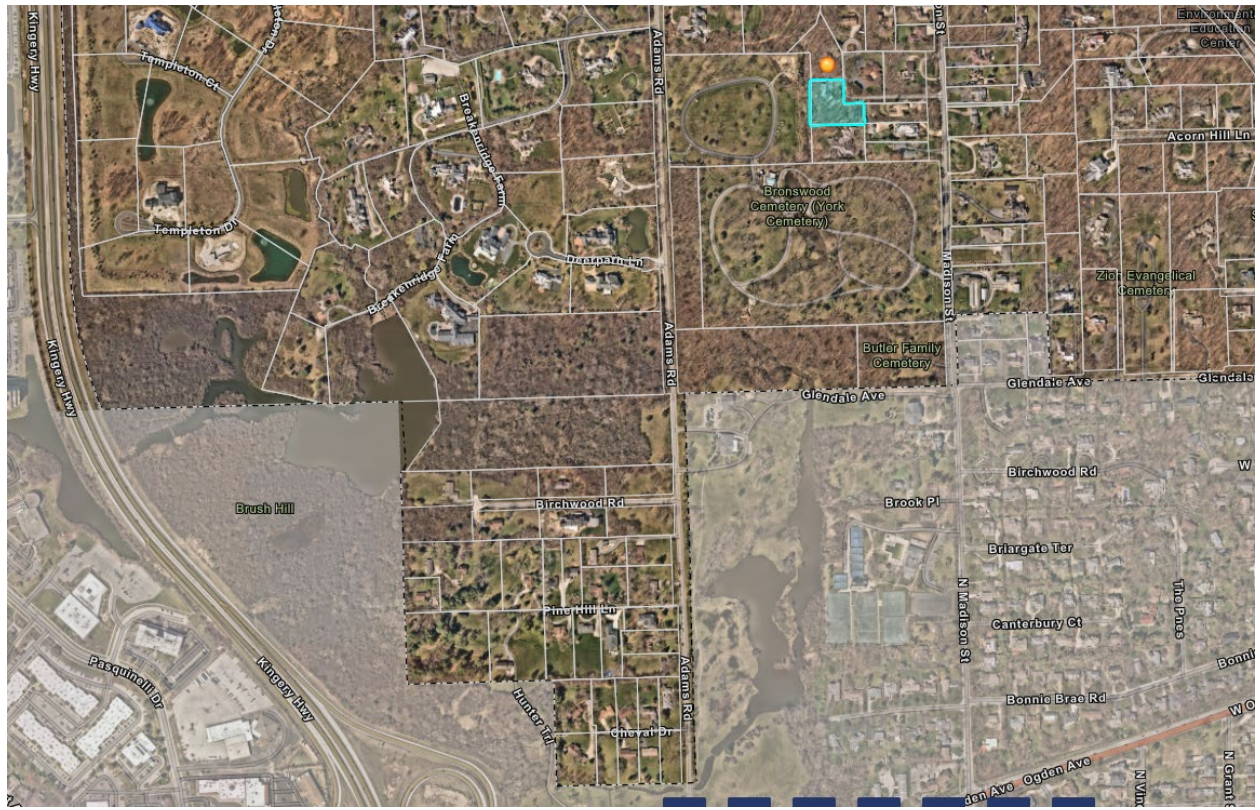
**PROPOSED
SCREEN PORCH**

3702 Frederick Dr
Oak Brook, Illinois

Sheet Title
elevation

SK3

Sheet No.





ITEM 6.C.2.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
March 11, 2025

SUBJECT: 328 Walnut Lane - Final Plat of Consolidation

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 Consolidation to the Planning & Zoning Commission for review and recommendation.

Background/History:

Ronald and Vienna Bennett, owners of the subject property, have submitted a petition requesting approval of a Final Plat of Consolidation to combine two (2) existing parcels and vacate easements to create one lot consisting of approximately .58 acres (or 25,439 SF). The parcels are zoned R-4 Single Family Detached Residence District.

The existing home is under contract with a buyer. The existing home was built over the parcel lines and the homeowners would like to resolve that issue prior to conveying the property. The minimum required lot area in the R-4 district is 18,000 square feet. The proposal appears to comply 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 Final Plat of Consolidation to the Planning & Zoning Commission (P&Z) for public hearing, review, and recommendation.

Attachments:

1. Exhibits

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 328 WALNUT LANE CONSOLIDATION DATE FILED 02/19/2025

GENERAL LOCATION AND LEGAL ADDRESS OF PROPERTY TO BE SUBDIVIDED

328 WALNUT LANE, 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. 06-23-203-009
NAME OF APPLICANT (and Email Address) DEAN G. GALANOPoulos PHONE (630) 433-4643
DEAN.G.GALANOPoulos@GALLAW.COM
ADDRESS 340 N. BUTTERFIELD RD., #1A CITY ELMHURST STATE IL ZIP 60126
RELATIONSHIP of APPLICANT TO PROPERTY ATTORNEY FOR OWNER
OWNER OF RECORD RONALD & VIENNA BENNETT PHONE (630) 200-7053
ADDRESS 328 WALNUT LN 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.

x Ronald Bennett 2/26/25 Signature of Owner Date
x Vienna Bennett 2/26/2025 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 PARCEL 11	COMMERCIAL	OPEN SPACE PARCEL 12	OTHER	TOTAL
NUMBER of LOTS	1		1		2
NUMBER of ACRES	0.35		0.23		0.58
NUMBER of SQUARE FEET	15,465		9,974		25,439

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
JOSEPH GILARDI	314 WALNUT LANE	(SAME)	06-23-203-006
PHILIP & ALICE KARRK	300 WALNUT LANE	(SAME)	06-23-203-007
NANCY & WILLIAM COUGHEN	313 WILLOWVIEW LN	(SAME)	06-23-203-010
RICHARD CALSWELL	130 CRAB APPLE LN	(SAME)	06-23-203-011

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 Gail 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), Fifteen (15) folded copies of the proposed subdivision (pursuant to the Plat Act maximum sheet size permitted is 30" x 36"), 4 copies of Plat of Survey with Legal Description, Common Address and P.I.N. noted. Include a CD of all plats and plans (or send a PDF 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 **15th of the month** for Plan Commission review on the **third Monday of the following 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>2/27/25</u>	Fee Paid \$ <u>750.00</u>	Receipt No. <u>764502</u>	Received By <u>ce</u>
HEARING DATES: Board of Trustees (Referral) <u>3/11/25</u> Plan Commission <u>4/12/25</u> Board of Trustees <u>4/22/25</u>			
SIGNED - VILLAGE CLERK <u>Petasha Scarpet</u>		Date <u>3/4/2025</u>	

PIN	BILLNAME	BILL ADDRESS	BILL CITY	BILLZIP	PROPERTY
623206003	EILS, MARILYN J TR	313 WALNUT LN	OAK BROOK IL	60523	313 WALNUT LN
623206001	NASREEN, TAIBA	221 FOREST TRAIL DR	OAK BROOK IL	60523	221 FOREST TRAIL DR
623203003	KARPIK, PHILIP	310 WILLOW VIEW LN	OAK BROOK IL	60523	310 WILLOW VIEW LN
623206015	SIMONS, BRETT C	279 WALNUT LN	OAK BROOK IL	60523	279 WALNUT LN
623200029	SINGH, SUKHWINDER & RITU	180 FOREST TR	OAK BROOK IL	60523	180 FOREST TR
623206004	AVILA, ARACELI	285 WALNUT LN	OAK BROOK IL	60523	285 WALNUT LN
623200012	PARILLE, ANTHONY	214 FOREST TRAIL	OAK BROOK IL	60523	214 FOREST TR
623203006	GILARDI, JOSEPH JAMES	314 WALNUT LN	OAK BROOK IL	60523	314 WALNUT LN
623206009	KENIGSBERG, NATASHA T	304 TIMBER TRAIL DR	OAK BROOK IL	60523	304 TIMBER TRAIL DR
623203010	COUGHLIN, NANCY LOMBARDI	313 WILLOW VIEW LN	OAK BROOK IL	60523	313 WILLOW VIEW LN
623206010	WENHOLZ, THOMAS & ANN	282 TIMBER TRAIL DR	OAK BROOK IL	60523	282 TIMBER TRAIL DR
623200034	PAPADOPOULOS, VALERIE	2005 S MEYERS RD UNIT 322	OAKBROOK TE IL	60181	240 FOREST TR
623200008	KUCHARSKI, JAN & MARIA	136 FOREST TRAIL DR	OAK BROOK IL	60523	136 FOREST TRAIL DR
623200030	KORDIK, DANIEL J TR	200 FOREST TR DR	OAK BROOK IL	60523	200 FOREST TR DR
623203002	KAMM, EDMUND & J SHORT	324 WILLOW VIEW LN	OAK BROOK IL	60523	324 WILLOW VIEW LN
623203007	KARPIK, PHILIP & ALICE G	300 WALNUT LN	OAK BROOK IL	60523	300 WALNUT LN
623203009	BENNETT, RONALD & VIENNA	328 WALNUT LN	OAK BROOK IL	60523	328 WALNUT LN
623206008	GURROLA, VICTOR & DESIREE	330 TIMBER TRAIL DR	OAK BROOK IL	60523	330 TIMBER TRAIL DR
623204011	VAN ZANDT, DIANE	264 WALNUT LN	OAK BROOK IL	60523	264 WALNUT LN
623203011	COGSWELL, RICHARD B	520 W HURON ST UNIT 612	CHICAGO IL	60654	130 CRAB APPLE LN
623200009	CANTORE, JOSEPH F	925 S RT 83	ELMHURST IL	60126	160 FOREST TR
623206002	DEL VECCHIO, SYLVIA	323 WALNUT LN	OAK BROOK IL	60523	16W323 WALNUT LN
623200032	BAHRAINWALA, SHABBIR & T	252 FOREST TRAIL DR	OAK BROOK IL	60523	252 FOREST TRAIL DR
623203008	DU BOSE, TONI F	341 TIMBERVIEW DR	OAK BROOK IL	60523	341 TIMBERVIEW DR

SUBDIVISION APPLICATION – SUPPLEMENTAL INFORMATION

Property Address: 328 Walnut Lane, Oak Brook, Illinois 60523
PINs: 06-23-203-009

This information is provided by the applicant to supplement the Subdivision Application to approve a Plat of Consolidation.

On August 8, 1981, the owner acquired title to the property commonly known as 328 Walnut Lane, Oak Brook (Lot 11 in Lake Doran Estates and part of Lot 12 of Lake Doran Estates).

The 328 Walnut Lane lots are situated in the R-3 Single Family Attached Residence District. The owner maintains their primary residence on Lot 11 and an addition extends across the common boundary line with Lot 12 leaving the remainder of the lot vacant.

Lot 11 in Lake Doran Estates subdivision contains 15,465 square feet or 0.35 acres.

Lot 12 in Lake Doran Estates subdivision contains 9,974 square feet or 0.23 acres.

The combined lot will have 25,439 square feet and 0.58 acres.

The consolidation of Lots 11 and 12 in Lake Doran Estates will create a single lot of 0.58 acres, be compatible with the surrounding residential property and enhance the underlying value of the property in question.

LEGEND

• IRON MONUMENT FOUND
○ IRON MONUMENT SET (P.C. 10-2003)
□ CONCRETE MONUMENT
— RECORD DIMENSION
— FENCE LINE
— EASEMENT LINE
— RECORD DIMENSION
— PROPOSED LOT DIMENSION
— EXISTING LOT DIMENSION
— PROPOSED LOT NUMBER
— EXISTING LOT NUMBER

100.00'
LOT

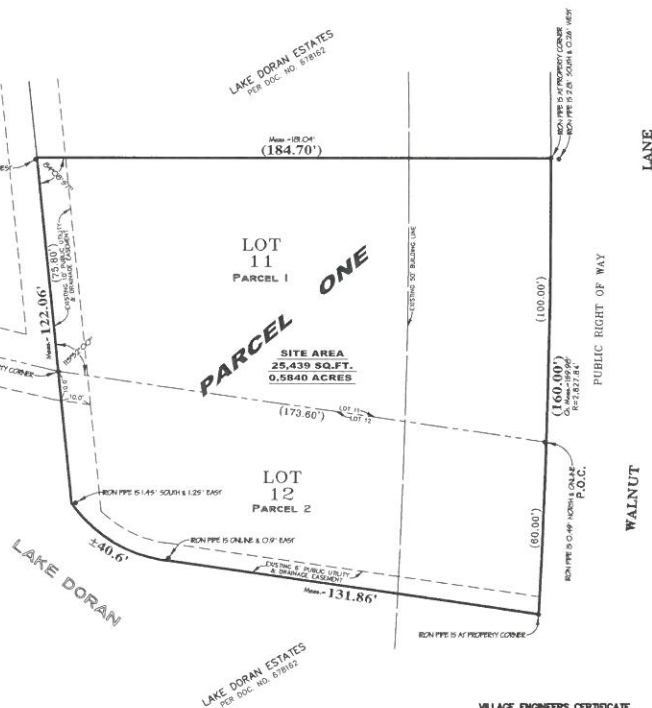
SCALE 1"=20'

CARRADUS

328 WALNUT LANE CONSOLIDATION

PARCEL 1: LOT 11 IN LAKE DORAN ESTATES, BEING A SUBDIVISION OF LOT 'A' OF TIMBER TRAIL ESTATES UNIT 2, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKE DORAN ESTATES, RECORDED MARCH 31, 1953 AS DOCUMENT 678162, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: PART OF LOT 12 COMMENCING AT THE SOUTHWEST CORNER OF LOT 11 OF LAKE DORAN ESTATES FOR A PLACE OF BEGINNING; THENCE WEST ALONG THE SOUTH LINE OF LOT 12, BEING ALSO THE NORTH LINE OF WALNUT LANE, 60 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF LOT 11, TO THE SHORE-LINE OF LAKE DORAN; THENCE IN A MEANDERING COURSE NORTHEASTERLY ALONG THE SHORE-LINE TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF LOT 11 EXTENDED WESTERLY; THENCE EASTERLY ALONG SAID EXTENDED NORTH LINE OF LOT 11 TO THE NORTHWEST CORNER OF SAID LOT 11; THENCE SOUTH ALONG THE WEST LINE OF LOT 11 TO THE PLACE OF BEGINNING IN LAKE DORAN ESTATES, BEING A SUBDIVISION OF LOT 'A' OF TIMBER TRAILS ESTATES UNIT 2, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKE DORAN ESTATES, RECORDED MARCH 31, 1953 AS DOCUMENT 678192, IN DUPAGE COUNTY, ILLINOIS.



SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
SS
THIS IS TO CERTIFY THAT I, _____, AS OWNER OF THE PROPERTY DESCRIBED AS THE 328 WALNUT LANE CONSOLIDATION AND LEGALLY DESCRIBED ON THIS PLAT OF THE SAME NAME HAVE DETERMINED TO THE BEST OF MY KNOWLEDGE, THE SCHOOL DISTRICTS IN WHICH THE PROPERTY LIES:
ELEMENTARY: _____
HIGH SCHOOL: _____
DATED THIS ____ DAY OF _____, 20____
BY: _____ OWNER _____ DATE: _____

DRAINAGE CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
SS
TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND OVERFLOW 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 AS SO AS TO REMOVE THE UNLAWFUL DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.
DATED THIS ____ DAY OF _____, 20____
ENGINEER _____
OWNER (OR OWNER'S ATTORNEY) _____

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
SS
APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF OAK BROOK, DUPAGE COUNTY, ILLINOIS, THIS ____ DAY OF _____, 20____
CHAIRMAN _____

SANITARY DISTRICT CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
SS
I, _____, SECRETARY OF THE SANITARY DISTRICT, DUPAGE COUNTY, ILLINOIS, HEREBY CERTIFY THAT THERE IS 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 CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
SS
I, _____, VILLAGE CLERK OF THE VILLAGE OF OAK BROOK, ILLINOIS, HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND BY RESOLUTION DULY APPROVED BY THE VILLAGE BOARD OF SAID VILLAGE AT ITS MEETING HELD ON ____ DAY OF _____, 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 _____

VILLAGE ENGINEERS CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
SS
I, _____, VILLAGE ENGINEER 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 ____ DAY OF _____, 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.
DATED AT OAK BROOK, DUPAGE COUNTY, ILLINOIS, THIS ____ DAY OF _____, 20____
VILLAGE ENGINEER _____

OWNER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
SS
THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE ETHICAL TITLE THEREIN INDICATED. THE UNDERSIGNED HEREBY DEDICATES FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THROUGHFARES, STREETS, ALLEYS AND PUBLIC SERVICES, AND HEREBY ALSO RESERVES FOR PUBLIC 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, AMETROL, COMMONWEALTH Edison COMPANY, NORTHERN ILLINOIS GAS COMPANY, HENSLEY SANITARY DISTRICT, AND THEIR SUCCESSORS AND ASSIGNS FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, CONSTRUCT, RECONSTRUCT, REPAIR, REPLACE, ALTER, ENLARGE, REMOVE, REPAIR, CLEAR, OPERATE AND MAINTAIN VARIOUS UTILITY, TRANSMISSION, DISTRIBUTION, COLLECTION AND DRAINAGE SYSTEMS TOGETHER WITH ANY AND ALL NECESSARY BUFFALO BOILERS, CONNECTIONS, HYDRANTS, MANHOLES, CATCH BASINS, PIPES, SANITARY OR STORM SEWERS, SHALES, 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 WORKS 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. THE UNDERSIGNED OR AFFECTED UTILITY COMPANY DETERMINES THAT ANY TREE, SHRUBS, VEGETATION, OR OTHER STRUCTURES ON OBJECTS (HEREIN COLLECTIVELY KNOWN AS "OBSTRUCTIONS") 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: 328 WALNUT LANE
DATED THIS ____ DAY OF _____, 20____
BY: _____ OWNER _____ DATE: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
SS
I, _____, NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING 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 NOTORIAL SEAL THIS ____ DAY OF _____, A.D. 20____
NOTARY PUBLIC: _____
MY COMMISSION EXPIRES: _____

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
SS
THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE ____ DAY OF _____, 20____, AT ____ O'CLOCK ____ A.M., AND WAS RECORDED IN BOOK ____ OF PLATS OR PAGE ____.

RECORDER OF DEEDS

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
SS
I, _____, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID 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: _____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
SS
THIS IS TO CERTIFY THAT I, ALLEN D. CARRADUS, REGISTERED ILLINOIS LAND SURVEYOR NO. 30-2551, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:
PARCEL 1: LOT 11 IN LAKE DORAN ESTATES, BEING A SUBDIVISION OF LOT 'A' OF TIMBER TRAIL ESTATES UNIT 2, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKE DORAN ESTATES, RECORDED MARCH 31, 1953 AS DOCUMENT 678162, IN DUPAGE COUNTY, ILLINOIS.
PARCEL 2: PART OF LOT 12 COMMENCING AT THE SOUTHWEST CORNER OF LOT 11 OF LAKE DORAN ESTATES FOR A PLACE OF BEGINNING; THENCE WEST ALONG THE SOUTH LINE OF LOT 12, BEING ALSO THE NORTH LINE OF WALNUT LANE, 60 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF LOT 11, TO THE SHORE-LINE OF LAKE DORAN; THENCE IN A MEANDERING COURSE NORTHEASTERLY ALONG THE SHORE-LINE TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF LOT 11 EXTENDED WESTERLY; THENCE EASTERLY ALONG SAID EXTENDED NORTH LINE OF LOT 11 TO THE NORTHWEST CORNER OF SAID LOT 11; THENCE SOUTH ALONG THE WEST LINE OF LOT 11 TO THE PLACE OF BEGINNING IN LAKE DORAN ESTATES, BEING A SUBDIVISION OF LOT 'A' OF TIMBER TRAILS ESTATES UNIT 2, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKE DORAN ESTATES, RECORDED MARCH 31, 1953 AS DOCUMENT 678192, 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 ENFORCING THE POWERS AUTHORIZED BY SECTION 12 OF ARTICLE II OF THE ILLINOIS MUNICIPAL CODE AS AMENDED.
I FURTHER CERTIFY THAT A PART OF THE LANDS SHOWN ON THIS PLAT ARE LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, PANEL NO. 1704010017A, EFFECTIVE DATE OF AUGUST 1, 2019, ZONE X, 1%.

ALLEN D. CARRADUS
Professional Land Surveyor
No. 30-2551
Illinois
My License Expires November 30, 2026

CARRADUS LAND SURVEY, INC. PROFESSIONAL DESIGN FIRM NO. 184-007086
FOR LAND SURVEYING & PROFESSIONAL ENGINEERING EXPIRES 04/30/2025

P.I.N.: 06-23-203-009

DATE: 01/07/25
BY: EAC
FOR: 48-00
SCALE: 1"=20'
SHEET: 1

PLAT OF CONSOLIDATION
328 WALNUT LANE, OAK BROOK, DUPAGE COUNTY, ILLINOIS
Law Offices of Galanopoulos & Galan
Project # 1
CARRADUS LAND SURVEY, INC.
(830) 588-0416 (Fax) 833-7882 OFFICE@CARRADUSLANDSURVEY.COM
41168-CON

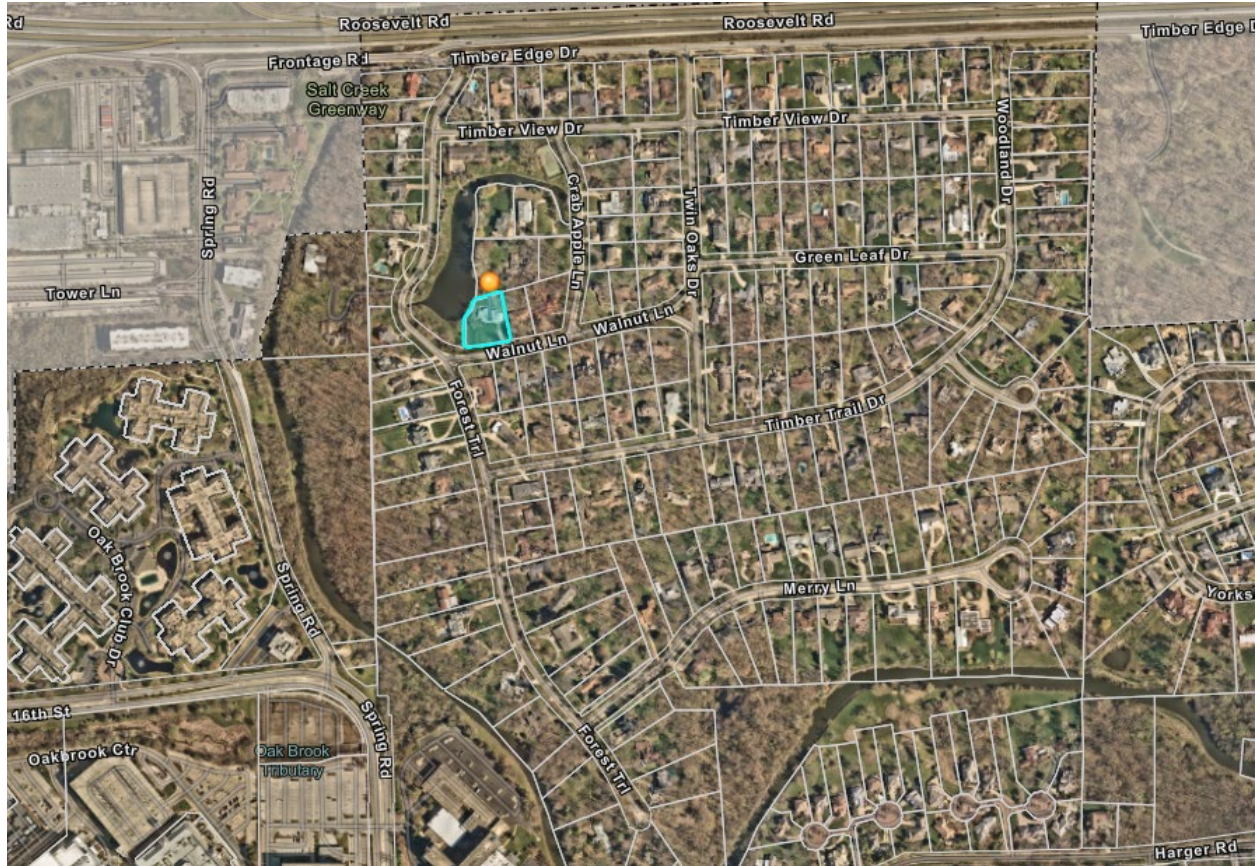
- NOTES**
- All distances shown hereon are in feet and decimal parts thereof corrected to 68° F. Distances shown along curved lines are Arc Measurements unless otherwise noted.
 - Compare the Legal Description, Building Lines, and Easements as shown hereon with your Deed, Title Insurance Policy or Title Commitment.
 - Consult local authorities for additional setbacks and restrictions not shown hereon.
 - Compare all survey points and report any discrepancies immediately.
 - Consult utility companies and municipalities prior to the start of any construction.
 - Dimensions to and along buildings are exterior foundation measurements.
 - Do Not Assume distances from scaled measurements made hereon.

MAIL TO:
ALLEN D. CARRADUS
191 S. GARY AVE., SUITE 180
CAROL STREAM, ILLINOIS 60138
(630) 588-0416
(740) 653-7882

PREPARED FOR:
Law Offices of Galanopoulos & Galan
340 W. BUTTERFIELD RD., SUITE 1A
ELMHURST GROVE, IL 60126
(630) 832-6666x7

PLAT SUBMITTED FOR RECORDING BY:
VILLAGE OF OAK BROOK
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS 60123

THIS IS AN ELECTRONICALLY TRANSMITTED, REPRODUCTION OF AN ORIGINAL SIGNED AND SEALED PRINT PLAT





ITEM 6.C.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
March 11, 2025

SUBJECT: VOB – Floor Area Ratio (F.A.R.) Definition – Zoning Regulations Text Amendment

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to refer the requested Text Amendment to the Planning & Zoning Commission for review and recommendation.

Background/History:

At the January 14, 2025 Village Board meeting there was a brief discussion on the inclusion of basements within the definition of Floor Area Ratio (F.A.R.). The discussion was in response to a Variation request for relief from the FAR standards at 23 Concord Drive. The Planning & Zoning Commission completed a review of that Variation request, and by a vote of 3 to 2 recommended denial of the Variation. Following the direction of the Village Board, staff has drafted a Text Amendment to further the discussion of the FAR standards and completed an analysis of historical definitions, surrounding communities, and recent Floor Area Ratio measurements of new construction.

The proposal would remove basements from the FAR. Attached is the application and early analysis for the Village Board review.

Recommendation:

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

Attachments:

1. Exhibits
2. FAR in Comp. Communities
3. NEW RESIDENTIAL 2023 FAR 3.3.2025
4. NEW RESIDENTIAL 2024 FAR 3.3.2025



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 Village of Oak Brook

PERMANENT PARCEL NO* - - -

LOT NO. N/A SUBDIVISION N/A

LEGAL ADDRESS* 1200 Oak Brook Road

ZONING DISTRICT N/A

ZONING ORDINANCE SECTION ACTION REQUESTED

Text Amendment to Chapter 2 of Title 13 of the Village Code to modify the definition of Floor-Area-Ratio (FAR)

PROPERTY INTEREST OF APPLICANT:

OWNER ☐

CONTRACT PURCHASER ☐

AGENT ☐

OWNER(S) OF RECORD

PHONE

ADDRESS

CITY

STATE

ZIP

BENEFICIARY(IES) OF TRUST

PHONE

ADDRESS

CITY

STATE

ZIP

NAME OF APPLICANT (and Billing Information) Village of Oak Brook, Greg Summers -Village Manager

PHONE 630.368.5000

ADDRESS 1200 Oak Brook Road

CITY Oak Brook

STATE IL

ZIP 60523

Contact Name and E-mail Address(s)

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

2/27/25
Date

Signature of Applicant

2/27/25
Date

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

Date Filed 2-21-2025

Fee Paid \$ Waived

Receipt No. N/A

Received By

Board of Trustees (Referral) 3-11-2025

Notice Published 3/13/25

Newspaper Daily Herald

Adj. Property Owners Notified 3/14/25

PUBLIC HEARING DATES: Planning & Zoning Commission 4-2-2025

Board of Trustees

Board of Trustees
(Approval of Ordinance)

SIGNED - VILLAGE CLERK

Date

3/4/2025

ZONING AMENDMENT FACTORS

The character of the neighborhood

RESPONSE:

The proposed code revisions are intended to serve as a Zoning Ordinance update to address the following item:

Zoning Ordinance Update

Updated Chapter	Revision
Chapter 2 – Definition	FAR – To exclude basements within the calculation of Floor-area-ratio.

In 2024, the Village adopted FAR into the Residence Districts, FAR requirements already applied to the Business and Office Districts. The Village’s existing definition of “Floor Area for Determining Floor Area Ratio” includes basement within the area to be calculated. At the January 14, 2025 meeting of the Village Board, there was a brief discussion regarding inclusion of basement area within the FAR definition. Regulating FAR is intended to protect the character of Oak Brook neighborhoods and commercial districts by regulating the bulk of buildings. The Village Board noted that basements do not generally add bulk to a building’s massing and should therefore not be considered in the calculation.

The extent to which property values are diminished by the particular zoning restrictions:

RESPONSE: Codes that are regularly reviewed and updated to allow municipal staff to better regulate land uses within the Village. Property values are maintained if not improved by up-to-date references within the Village Code.

The extent to which the removal of the existing limitations would depreciate the value of other property in the area;

RESPONSE: An overly restrictive FAR standard could depreciate property values by restricting the amount of square footage that can be constructed on a property. By removing the basements from the calculation structures will be permitted to increase in size relative to the property size.

The suitability of the property for the zoned purposes.

RESPONSE: This amendment applies to all property within the Village and not a specific location.

The existing uses and zoning of nearby property.

RESPONSE: New construction will be less restricted if the Code is updated.

The length of time under the existing zoning that the property has remained unimproved, considered in the context of land development;

RESPONSE: N/A

The relative gain to the public as compared to the hardship imposed on the individual property owner;

RESPONSE: Property owners benefit by more specific and updated code amendments that will protect property values and promote better overall construction that is more in keeping and compatible to the residential and commercial districts.

The extent to which the proposal promotes the health, safety, morals or general welfare of the public;

RESPONSE: The proposed code amendments better promote the health, safety and general welfare of the community.

The relationship of the proposed use to the Comprehensive Plan; and

RESPONSE: Proportional and compatible construction is responsive to the adopted comprehensive plan.

The community need for the use proposed by the property owner

RESPONSE: The code amendment is intended to balance property rights and regulations to avoid nuisance and inappropriate construction throughout the Village.

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)

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.

N/A	Greg Summers - Village Manager		
Printed Name of Owner	Printed Name of Applicant		
N/A			2/27/25
Signature of Owner	Date	Signature of Applicant	Date

BILL TO INFORMATION:

Village of Oak Brook	Finance Department	
Print Name/Company	Contact Person	Contact Phone
1200 Oak Brook Road	Oak Brook, IL	
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.

FAR in Illinois Municipalities

Municipality	FAR used in Residential Districts	Basement included in FAR definition	Saitwells, Mechanical, Shafts included in FAR	Parameters for bulk control in Residential districts
Gurnee	NO	N/A	N/A	FAR was removed in 2015. Maximum Impervious Surface Ratio , Maximum Building Height , Maximum Building Coverage ,and setbacks are used.
Long Grove	NO	YES	YES	Maximum impervious surface coverage and setbacks is used. FAR not used.
Vernon Hills	YES	NO	N/A	Building height, setbacks and FAR is used.
Barrington	YES	YES up to 0.50 FAR	NO	Lot coverage (including impervious surface), setbacks, building height is used. Basements included up to 0.50 FAR. Basements shall not be included in the gross floor area, provided the height to the underside of the ceiling joist is four (4) feet or less above grade. The gross floor area for basements having a height to the underside of the ceiling joists of greater than four (4) feet above grade at the highest point shall be computed on a prorated basis as follows: a. Greater than 4 feet above grade to 7 feet above grade: 0.25 x basement floor area b. Greater than 7 feet above grade: 0.50 x basement floor area
Downers Grove	NO	YES	YES Stairwells and Elevator shafts	Setbacks, maximum building coverage (% of lot, principal + accessory), building height is used. FAR used only for R-6 and non-residential.
Elmhurst	NO	YES	YES	Setbacks, maximum lot coverage, building height is used. FAR not used.
Hinsdale	YES	YES up to 50%	N/A	Maximum building coverage, maximum total accessory uses(%), maximum lot coverage, setbacks and FAR is used.
Lombard	NO	YES	N/A	Setbacks, building height, minimum required open space is used. FAR not used.
Naperville	NO	YES	YES	Setbacks and height used in Residential districts. FAR not used.
Schaumburg	YES	YES	YES	Maximum lot coverage, setbacks, building height and FAR is used.

NEW RESIDENTIAL SINGLE FAMILY - 2023

ISSUED	PERMIT #	ADDRESS	HOMEOWNERS ASSOCIATION (HOA)	GENERAL CONTRACTOR	ZONING DISTRICT	LOT AREA (SF)	PRINCIPLE STRUCTURE (SF)	PRINCIPAL STRUCTURE LOT COVERAGE (%)	TOTAL FLOORS AREA	FLOOR AREA RATIO (FAR)
2/27/2023	22-1-913	27 CAMBRIDGE DR	Brook Forest	LIV MODERN	R-4	17,014	4,282	25	9,531	0.56
3/10/2023	23-1-013	9 WINDSOR DR	York Woods	LIV MODERN	R-3	21,875	6,133	28	7,886	0.36
3/22/2023	22-1-947	6 BRIGHTON LN	York Woods	ROSE NEXUS DEV	R-3	22,281	3,985	18	8,464	0.38
4/7/2023	22-1-020	4014 ADAMS RD	Fullersburg Woods Area Assoc.	TCI CONTRACTORS, LLC	R-2	28,314	3,629	13		
4/10/2023	22-1-848	1020 35TH ST	Fullersburg Woods Area Assoc.	DAVE KNECHT COMMERCIAL	R-1	78,710	6,139	8	10,967	0.14
5/2/2023	23-1-042	5 ROYAL VALE DR	Ginger Creek	BIG SKY CUSTOM HOMES	R-2	51,401	6,058	12	14,821	0.29
5/11/2023	22-1-821	408 CANTERBERRY LN	Fullersburg Woods Area Assoc.	EBLA BUILDERS	R-2	43,558	7,054	16		
5/24/2023	22-1-961	26 YORKSHIRE WOODS	Yorkshire Woods	NICHOLAS ROZDOLSKY Replaced by Larry Robins ICC	R-3	15,981	3,687	23	7,357	0.46
6/7/2023	22-1-702	16 TEMPLETON CT	Templeton Reserve	SOMERSET BUILDERS	R-1	91,829	6,299	7	13,828	0.15
6/28/2023	22-1-746	1 TEMPLETON DR	Templeton Reserve	MONDO BUILDERS INC	R-1	110,642	5,525	5	8,131	0.07
7/27/2023	BP-23-202	121 INDIAN TRAIL RD	Hunter Trails	Patrick J Murphy	R-2	45,738	4,738	10	12,596	0.28
8/11/2023	BP-23-122	402 LUTHIN RD	Fullersburg Woods Area Assoc.	LIV MODERN	R-2	39,043	3,751	10	9,777	0.25
8/11/2023	22-1-070	3024 MEYERS RD		CREBER CONSTRUCTION INC.	R-2	20,488	2,899	14	7,226	0.35
8/22/2023	BP-23-233	2903 OAK BROOK HILLS RD	Oak Brook Hills Rd.	Tiburon Homes LLC	R-2	114,024	5,263	5	11,805	0.10

AVERAGE

15

0.28

NEW RESIDENTIAL SINGLE FAMILY-2024

ISSUED	PERMIT #	ADDRESS	HOMEOWNERS ASSOCIATION (HOA)	GENERAL CONTRACTOR	ZONING DIST	LOT AREA (SF)	PRINCIPLE STRUCTURE (SF)	PRINCIPAL STRUCTURE LOT COVERAGE (%)	TOTAL FLOORS AREA	FLOOR AREA RATIO (FAR)
1/16/2024	BP-23-429	3712 ADAMS RD	Fullersburg Woods Area Assoc	Brat Capital Partners	R-1	101,228	8,841	9	9,154	0.09
1/26/2024	BP-23-600	12 HUNT CLUB LANE		HOYD Builders Inc	R-1	86,972	12,126	14	21,563	0.25
1/29/2024	BP-23-617	31 ROBINHOOD RANCH	Robinhood Ranch	Matthies Builders, Inc.	R-2	24,072	4,808	20	7,045	0.29
2/5/2024	BP-23-491	222 OAKBROOK RD		j century construction inc	R-1	91,019	7,175	8	11,661	0.13
2/6/2024	BP-23-609	13 TEMPLETON DR	Templeton Reserve	Greenside Design Build	R-1	140,237	6,837	5	15,793	0.11
3/5/2024	BP-23-713	2901 AVE. LORIE	Chateaux Woods	Hinsbrook Construction Inc.	R-2	43,585.91	5,497.68	13	8,466	0.19
4/11/2024	BP-23-803	3 BERSEEM CT	Ginger Creek	LivModern, LLC	R-2	41,205	3,447	8	8,470	0.21
5/31/2024	BP-23-239	4 TEMPLETON DR	Templeton Reserve	Bloomfield Construction	R-1	93,572	6,010	6	13,150	0.14
7/1/2024	BP-24-254	3020 COOLIDGE ST		BIG SKY CUSTOM HOMES	R-3	27,005	3,014	11	8,776	0.32
7/3/2024	BP-24-202	9 TEMPLETON DR	Templeton Reserve	Greenside Design Build	R-1	154,638	7,154	5	15,804	0.10
7/10/2024	BP-24-186	2 OAK CT	Oak Brook Lakes	GlenHaven Builders, Inc.	R-2	50,701	7,006	14	14,510	0.29
7/16/2024	BP-24-237	303 MIDWEST CLUB PKWY	Midwest Club	Aspen Const	R-3	28,314	5,332	19	11,822	0.42
7/17/2024	BP-24-84	324 OAK BROOK RD		Meadowbrook Builders, LLC	R-2	57,935	3,887	7	10,093	0.17
7/31/2024	BP-23-347	405 OAK BROOK RD	Fullersburg Woods Area Assoc	McNaughton Brothers Construction	R-2	48,352	5,060	10	11,301	0.23
8/8/2024	BP-24-145	7 YORK LAKE CT	Fullersburg Woods Area Assoc	Renove LLC	R-2	66,647	3,765	6	9,233	0.14
8/14/2024	BP-24-148	3050 HUNT CLUB DR		HJH Homes,Inc.	R-2	45,427	6,751	15	11,822	0.26

AVERAGE	11	0.21
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ITEM 6.D.1.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
March 11, 2025

SUBJECT: Resolution R-2285, A Resolution Approving the 2025 Village of Oak Brook Official Zoning Map

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to approve Resolution R-2285, a Resolution approving the 2025 Village of Oak Brook Official Zoning Map.

Background/History:

The Village of Oak Brook's GIS Consultant prepared the 2025 Official Zoning Map for review and recommendation by the Planning & Zoning Commission (P&Z), who in turn recommends its 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, 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 in the preceding year.

Changes incorporated into the official zoning map have already received Commission recommendations and have previously been adopted by the Corporate Authorities. 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

Planned Developments that have been approved for individual properties are also incorporated into the Village's Zoning Map. 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 2025 are listed below.

***Approved Planned Developments:**

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

Recommendation:

Staff recommends that the Village Board approve Resolution R-2285, a Resolution approving the 2025 Village of Oak Brook Official Zoning Map.

Attachments:

1. R-2285 Official Zoning Map 2025-VOB

THE VILLAGE OF OAK BROOK

COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

2025-ZO-OZM-EX-R-2285

A RESOLUTION APPROVING THE 2025 VILLAGE OF OAK BROOK OFFICIAL ZONING MAP

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 11th day of March, 2025

RESOLUTION 2025-ZO-OZM-EX-R-2285

**A RESOLUTION APPROVING THE
2025 VILLAGE OF OAK BROOK OFFICIAL ZONING MAP**

WHEREAS, the Illinois Municipal Code 65 (ILCS 5/11-13-19) generally requires that a municipality adopt and publish an official zoning map on an annual basis; and

WHEREAS, the Planning & Zoning Commission reviewed the 2025 Village of Oak Brook Official Zoning Map and recommended its approval at their meeting on February 5, 2025 by a vote of 5 to 0; and

WHEREAS, the Village President and Board of Trustees has reviewed the 2025 Village of Oak Brook Official Zoning Map and finds it appropriate to adopt the 2025 Village of Oak Brook Official Zoning Map as presented;

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

Section 1. The foregoing recitals are incorporated as though fully set forth in this Section 1.

Section 2. That the 2025 Village of Oak Brook Official Zoning Map, attached to and, by this reference, made part of this Resolution as Exhibit A, shall be, and is hereby, adopted as the 2025 Village of Oak Brook Official Zoning Map.

Section 3. Copies of the Oak Brook Official Zoning Map shall be published and made available to the public in accordance with 65 ILCS 5/11-13-19.

Section 4. In the event a conflict exists between the terms of this Resolution and any other Village Resolution, the terms of this Resolution shall govern.

Section 5. This Resolution shall be in full force and effect from after its passage, in accordance with law.

BE IT FURTHER RESOLVED that this resolution shall be entered upon the journals of the Village Board of the Village of Oak Brook.

[SIGNATURE PAGE FOLLOWS]

PASSED THIS 11th day of March, 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 11th day of March, 2025

LAURENCE E. HERMAN
Village President

ATTEST:

NETASHA SCARPINITI
Village Clerk

Exhibit A

2025 VILLAGE OF OAK BROOK OFFICIAL ZONING MAP



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

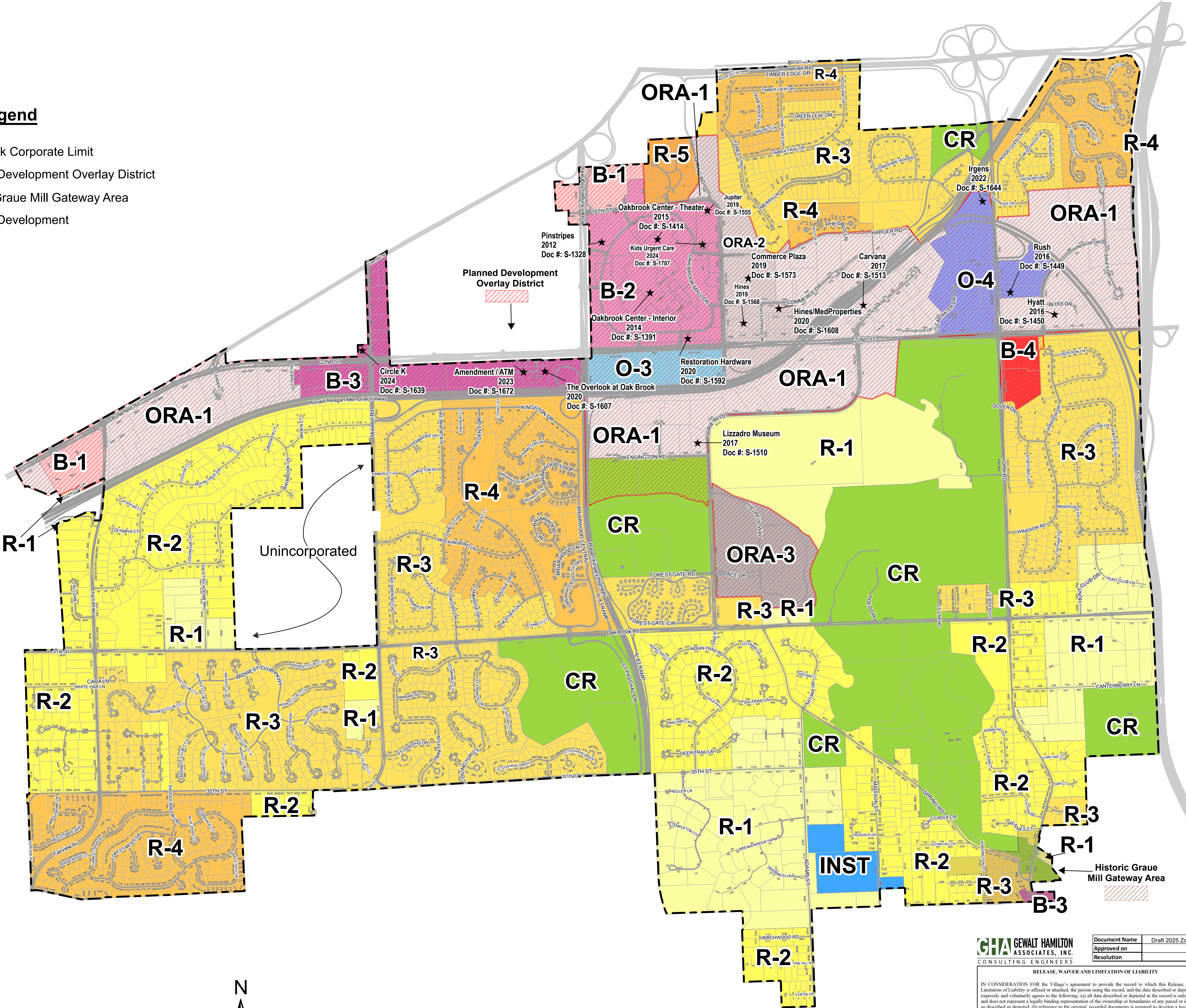
- Oak Brook Corporate Limit
- Planned Development Overlay District
- Historic Graue Mill Gateway Area
- Planned Development

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 6.D.2.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
March 11, 2025

SUBJECT: Resolution R-2286, Midwest Club HOA - 2222 35th Street Final Plat of Subdivision

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to approve Resolution R-2286, an Ordinance approving a Final Plat of Subdivision for the property at 2222 35th Street.

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-1, Residence District to R-3 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. By a vote of 5 to 0, the Planning & Zoning Commission recommended approval of the final plat for the Midwest Club Annex as presented.

At the February 25, 2025 Board of Trustees meeting, the Village Attorney was directed to prepare the necessary resolution granting approval of a final plat of subdivision for the property located at 2222 35th Street.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2286, an Ordinance approving a Final Plat of Subdivision for the property at 2222 35th Street.

Attachments:

1. 2025-SR-FP-R-2286

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2025-SR-FP-R-2286

A RESOLUTION
APPROVING THE FINAL PLAT OF SUBDIVISION FOR THE
PROPERTY COMMONLY KNOWN AS 2222 35th STREET, OAK
BROOK, ILLINOIS; (MIDWEST 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 the 11th day of March 2025

RESOLUTION NO. 2025-SR-FP-R-2286

A RESOLUTION
APPROVING THE FINAL PLAT OF SUBDIVISION FOR THE PROPERTY COMMONLY
KNOWN AS 2222 35th STREET, OAK BROOK, ILLINOIS; (MIDWEST CLUB)

2222 35th Street,
Oak Brook, Illinois

PIN(s): 06-34-102-003

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 Midwest Club Homeowners' Association (the "Owner"), the owner of record for the property commonly known as 2222 35th Street, Oak Brook, Illinois, and identified by Permanent Index Nos. 06-34-102-003 (the "Subject Property");

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

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.

WHEREAS, at its meeting on February 5, 2025, the Village of Oak Brook Planning & Zoning Commission (the "Commission") completed its review and deliberations on the Owner's application 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.;

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

WHEREAS, the Village President and Board of Trustees (collectively, the "Corporate Authorities") have reviewed the recommendation of the Commission and have determined the approval of the Owner's request to approve the final plat of subdivision for the Subject Property, as set forth below, to be in the best interests of the Village;

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

Section One – Recitals

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

Section Two -- Approval of Final Plat of Subdivision.

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

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

- A. A Subdivision Improvement Agreement (SIA) is required;
- B. Future landscaping and fencing shall be substantially similar to the rest of the Midwest Club subdivision;
- C. Recording of the document by Village staff;
- D. Notwithstanding the attached exhibits, the Owner shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived;
- E. The Final Plat and final engineering review be approved by the Village Engineer; and
- F. The Owner and all subsequent owners of the Subject Property shall comply with all applicable requirements of law, including without limitation, federal, state, and local laws, ordinances, resolutions, and regulations, relating to the Subject Property.

Section Four – Effective Date

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

Section Five - Publication

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

Section Six – Conflict Clause

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

Section Seven – Saving Clause

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

Section Eight – Recording

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

PASSED THIS 11th day of March 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 11th day of March 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

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:

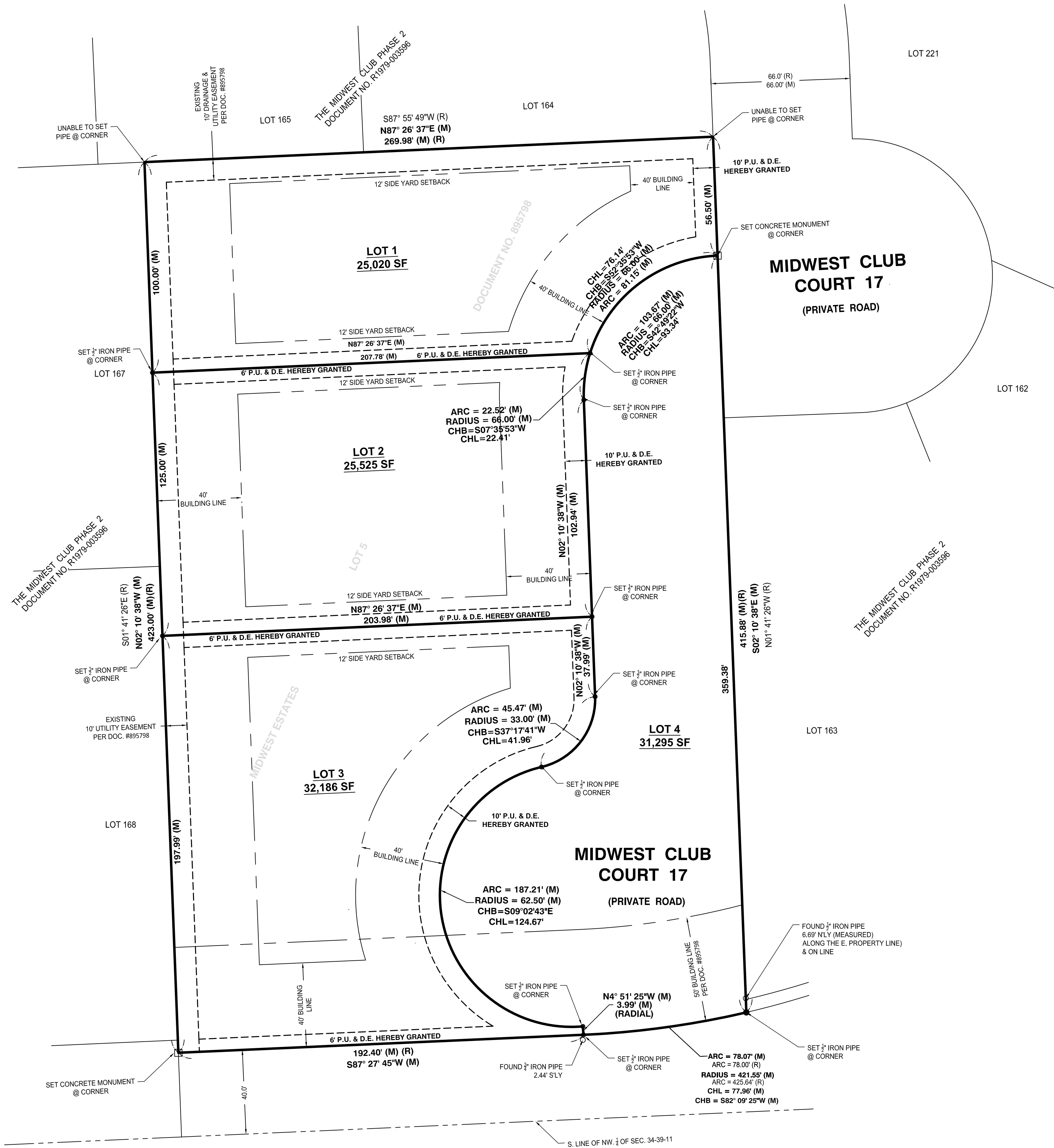
- ALL MEASURED BEARINGS SHOWN HEREON ARE BASED ON NAD 83 ILLINOIS COORDINATE SYSTEM, EAST ZONE (2011 CORRECTION) AS DETERMINED BY USE OF GPS EQUIPMENT USING TRIMBLES VRS NETWORK AND EQUIPMENT ALONG WITH THE RECORDED PLAT OF SUBDIVISION.
- SURVEY FIELD WORK COMPLETED DECEMBER 11, 2024.
- ALL MONUMENT 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





ITEM 6.D.3.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
March 11, 2025

SUBJECT: Ordinance S-1723, 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 approve Ordinance S-1723 to issue a Special Use Permit for a dentist's office at 2109 Clearwater Drive.

Background/History:

Redwood MSO, LLC DBA Smile Partners USA submitted an application requesting a Special Use (Section 13-10E.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. By a vote of 5 to 0, the Planning & Zoning Commission recommended approval of the special use as presented.

At the February 25, 2025 Board of Trustees meeting, the Village Attorney was directed to prepare the necessary Ordinance granting approval of a Special Use Permit for the property located at 2109 Clearwater Drive.

Recommendation:

Staff recommends that the Village Board approve Ordinance S-1723 to issue a Special Use Permit for a dentist's office at 2109 Clearwater Drive.

Attachments:

1. 2025-ZO-SU-S-1723

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
NUMBER 2025-ZO-SU-S-1723

AN ORDINANCE
GRANTING A SPECIAL USE PERMIT TO OPERATE A DENTAL
CLINIC FOR THE PROPERTY LOCATED AT 2109
CLEARWATER DRIVE IN THE VILLAGE OF OAK BROOK,
ILLINOIS

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on the 11th day of March 2025

ORDINANCE NO. 2025-ZO-SU-S-1723

AN ORDINANCE
GRANTING A SPECIAL USE PERMIT TO OPERATE A DENTAL CLINIC FOR THE PROPERTY
LOCATED AT 2109 CLEARWATER DRIVE IN THE VILLAGE OF OAK BROOK, ILLINOIS

PINS: 06-24-308-017

WHEREAS, the Village of Oak Brook is a municipal corporation organized pursuant to the laws of the State of Illinois;

WHEREAS, the Village of Oak Brook is authorized by the Illinois Municipal Code, 65 ILCS 5/11-13-1.1, to allow uses which may have a unique, special, or unusual impact upon the use or enjoyment of neighboring property;

WHEREAS, the property owner has requested a Special Use as described in the Village of Oak Brook Zoning Ordinance;

WHEREAS, an application has been filed by Redwood MSO, LLC DBA Smile Partners USA (the "**Petitioner**"), with the consent of CH Retail Fund II/Chicago Clearwater LLC, the owner (hereinafter referred to as the "**Owner**"), of the property located at 2109 Clearwater Drive, Oak Brook, Illinois, which is legally described in Exhibit A attached hereto and incorporated herein (hereinafter referred to as the "**Subject Property**") and located in the O-4 Zoning District, requesting approval of a Special Use Permit under Section 13-10E.2 of the Zoning Ordinance of the Village of Oak Brook, as amended, to allow the operation of a dental clinic at the Subject Property (hereinafter referred to as the "**Special Use**");

WHEREAS, the Village of Oak Brook Planning & Zoning Commission (the "**Commission**") on February 5, 2025 held a public hearing to consider the Petitioner's request and to hear testimony on the proposal and as a result of said hearing the Commission issued a positive recommendation in this matter to approve the Special Use all pursuant to proper notice and in compliance with the laws of the State of Illinois and ordinances of the Village of Oak Brook;

WHEREAS, the Commission found the request to be reasonable in that the requested Special Use is appropriate under the standards adopted by the Village of Oak Brook in its Zoning Ordinance applicable to special use requests and made positive findings of fact in support of the same;

WHEREAS, the Commission recommends approval of the Petitioner's request by the Village President and Board of Trustees (collectively the "**Corporate Authorities**") of the Village of Oak Brook;

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

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

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

Section 2. Grant of Special Use. Subject to, and contingent on the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Corporate Authorities shall, and does hereby, grant a Special Use for the Subject Property as follows:

Approval of a Special Use Permit under Section 13-10E.2 of the Zoning Ordinance of the Village of Oak Brook, as amended, to allow the operation of a dental clinic at the property commonly referred to as 2109 Clearwater Drive, Oak Brook, Illinois.

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

- A. Trash Collection. The Petitioner shall provide Village Staff with detailed information on trash collection, storage, and circulation;
- B. Signs. All sign proposals shall comply with the applicable sign code regulations of the Oak Brook Zoning Ordinance, unless otherwise modified or varied;
- C. Compliance with Zoning Regulations and Village Code. The Owner shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived by this, or subsequent, Ordinances.
- D. Compliance with Applicable Law. In addition to the other specific requirements of this Ordinance all of the operations and activities conducted on and in the Property, must comply at all times with all applicable federal, state, and Village statutes, ordinances, resolutions, rules, codes, and regulations.
- E. Recording. Village Staff shall Record this Ordinance against the Subject Property with the Office of the Recorder of Deeds of DuPage County;

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

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

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

Section 7. Effective Date.

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

Section 8. Penalty. Any person violating the terms and conditions of this Ordinance shall, following prior notice thereof by the Village to such offending person and such opportunity to correct such violation(s) as the Village may determine appropriate, be subject to a penalty not exceeding \$750.00, with each and every day that such violation of this Ordinance is allowed to remain in effect being deemed a complete and separate offense. In addition, the appropriate authorities of the Village may take such other actions they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees of the Village.

Section 9. Conflict Clause. That all ordinances or parts of ordinances in conflict with the terms of this ordinance shall be repealed to the extent of said conflict.

Section 10. Publication. This ordinance shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section 11. Recording. This ordinance shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Oak Brook.

PASSED THIS 11th day of March 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 11th day of March 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

PARCEL 1:

LOTS 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

UNCONDITIONAL AGREEMENT AND CONSENT

WHEREAS, an application has been filed by Redwood MSO, LLC DBA Smile Partners USA (the "Petitioner"), with the consent of CH Retail Fund II/Chicago Clearwater LLC, the owner (hereinafter referred to as the "Owner"), of the property located at 2109 Clearwater Drive, Oak Brook, Illinois, which is legally described in Exhibit 1 attached hereto and incorporated herein (hereinafter referred to as the "Subject Property") and located in the O-4 Zoning District, requesting approval of a Special Use Permit under Section 13-10E.2 of the Zoning Ordinance of the Village of Oak Brook, as amended, to allow the operation of a dental clinic at the Subject Property (hereinafter referred to as the "Special Use");

WHEREAS, Ordinance No 2025-ZO-SU-S-1723 adopted by the President and Board of Trustees of the Village of Oak Brook on March 11, 2025 grants approval of the Special Use subject to certain modifications, conditions, restrictions, and provisions; and

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

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

1. Owner, having read a copy of the Ordinance, does hereby unconditionally agrees to accept, concur with, consent to, and abide by all of the terms, conditions, restrictions, and provisions of the Ordinance, inclusive of, but not in any way limited to, those that pertain to the development, use, operation, and maintenance of the Subject Property.
2. Owner acknowledges and agrees that: (i) public notices and hearings have been properly given and held with respect to the adoption of the Ordinance; (ii) Owner has considered the possibility that the Special Use granted by the Ordinance may be revoked in the event of noncompliance with the Ordinance; and (iii) Owner agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. Owner acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's issuance of any permits for the construction or use of the property, and that the Village's issuance of any such permits does not, and will not, in any way, be deemed to insure Owner against damage or injury of any kind and at any time.
4. Any person violating the terms and conditions of the Ordinance shall, following prior notice thereof by the Village to such offending person and such opportunity to correct such violation(s) as the Village may determine appropriate, be subject to a penalty not exceeding \$750.00, with each and every day that such violation of the Ordinance is allowed to remain in effect being deemed a complete and separate offense. In addition, the appropriate authorities of the Village may take such other actions they deem proper to enforce the terms and conditions of the Ordinance including, without limitation, an action in equity to compel compliance with its terms.
5. Owner agrees and affirms that the undersigned individual(s) is(are) duly authorized to execute and enter into the binding nature of this Unconditional Agreement and Consent.
6. The Village shall record the Ordinance against the Subject Property, inclusive of this Unconditional Agreement and Consent, such that the terms provided herein shall be binding upon all parties in

interest and all successors and assigns, to the extent such party continues to use the Subject Property in accordance with the approving Ordinance;

7. This Unconditional Agreement and Consent may not be amended, modified, released, or annulled except upon the express, prior written approval of the Village of Oak Brook.
8. This Unconditional Agreement and Consent may be executed in counterparts, each of which shall constitute an original document, which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned, as Owner of the Subject Property, executed this Unconditional Agreement and Consent on this ____ day of _____, 2025.

OWNER

By: _____

State of Illinois)
)
County of _____)

I, _____ a Notary Public in and for the County and State aforesaid do hereby certify that the above signed individual, personally known to me, and that he appeared before me this ____ day of _____, 202_, and acknowledged that he personally executed this instrument.

Notary Public

Seal

EXHIBIT 1

TO UNCONDITIONAL AGREEMENT AND CONSENT

LEGAL DESCRIPTION

Property:

PARCEL 1:

LOTS 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



ITEM 8.A.1.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
March 11, 2025

SUBJECT: RESOLUTION R-2282, Resolution Approving and Authorizing an Alarm Monitoring Agreement

FROM: Kevin Fleege, Fire Chief

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to approve Resolution R-2282, a resolution authorizing the Village of Oak Brook to enter into an agreement with Johnson Controls Security Solutions for Alarm Monitoring Services.

Background/History:

For over the past 40 years the Village of Oak Brook has been under contract with Johnson Controls Security Solutions (formerly Tyco Integrated Security) to provide alarm monitoring equipment and services for the Village. The current (5) year agreement has been in an evergreen clause since it expired in November 2019. The agreement is non-exclusive, meaning that other vendors could also choose to enter into a similar agreement with the Village, under the same terms, to compete.

Currently, the Village receives alarms for both burglar and fire alarms via wireless radio "mesh" technology that was installed by Johnson Controls (JCSS) in 2009. Alarm signals are received by the alarm monitoring equipment installed by JCSS throughout the Village of Oak Brook and the signal is then transmitted to the Du-Comm Communication Center for monitoring and dispatch. The Village and Du-Comm currently oversee over 450 wireless alarms from commercial occupancies throughout the community.

The proposed agreement renewal in essence is the same agreement that was adopted in 2014. The changes within the agreement being recommended in this resolution are mostly related to cleaning up the document to reflect the name change from Tyco Integrated Security, LLC to Johnson Controls Security Solutions, renewing the contract term, and recapturing the original Village administrative fee per alarm. The proposed agreement continues to require the vendor to make quarterly payments to the Village on the "actual" number of alarms being monitored and administered by the Village with the exception of the Village of Oak Brook, Butler School District 53, and the Oak Brook Park District

alarms which are not charged a fee.

Staff is recommending a change from the previous agreement to increase the monthly administrative fee the Village receives from the current \$22.00 rate to \$25.50 per month per alarm to reestablish the amount of the fee the Village retains (\$8.00) to support the fire and burglar alarm network. When the previous agreement was established, the Village was paying Du-Comm \$14.00 per month per alarm for alarm monitoring services. In 2023, Du-Comm began increasing the \$14.00 per month per alarm fee incrementally to come in line with what other PSAPs receive for alarms. As of January 1, 2025, Du-Comm made their final foreseeable increase to their monitoring fees of \$17.50 per month per alarm. Most importantly, Johnson Controls has agreed to maintain the end-user monthly fee at a rate of \$91.00 despite the increase of \$25.50 per month to the Village. By reestablishing the \$8.00 retention of an administrative fee for supporting the fire and burglar alarm network, the total annual projected revenue to the Village from this agreement is approximately \$43,200 based on 450 alarms. This will be an increase of projected revenue to \$18,900 versus maintaining the current agreement rates.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2282, a resolution authorizing the Village of Oak Brook to enter into an agreement with the Johnson Controls Security Solutions for Alarm Monitoring Services.

Attachments:

1. 2025-FD-ALRM-AG-R-2282
2. JCI - Agreement March 2025

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2025-FD-ALRM-AG-R-2282

A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION OF AN
AGREEMENT WITH JOHNSON CONTROLS SECURITY
SOLUTIONS FOR ALARM MONITORING SERVICES

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 11th day of March 2025

RESOLUTION NO. 2025-FD-ALRM-AG-R-2282

A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH JOHNSON
CONTROLS SECURITY SOLUTIONS FOR ALARM MONITORING SERVICES

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

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

WHEREAS, Village residents may subscribe for direct connect alarm services that connect directly to the Village's emergency monitoring equipment provided that a resident's alarm service provider enters into an agreement with the Village to connect the provider's alarm board monitoring equipment to the Village's equipment as provided by Chapter 3 Title 6 of the Village Code; and

WHEREAS, the Village's existing agreement for the aforementioned services with Johnson Controls Security Solutions is set to expire and is in need of renewal;

WHEREAS, Staff recommends the Corporate Authorities authorize and approve the Alarm Monitoring Agreement with Johnson Controls Security Solutions ("Company") for alarm monitoring services (the "Services"), subject to the terms and conditions in the Agreement ("Agreement") attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Village President and the Board of Trustees have determined that it is in the best interest of the Village to approve the Agreement provided herein,

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

Section One – Recitals

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

Section Two – Approval of Agreement

The Village President and Board of Trustees hereby approve the Agreement with Company for the Services, substantially in the same form attached hereto as Exhibit A.

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute the Agreement, substantially in the form of such attached hereto as Exhibit A.

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six -- Waiver of Bidding Requirements

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

Section Seven - Acts of Village Officials

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

Section Eight – Effective Date

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

Section Nine - Publication

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

Section Ten – Conflict Clause

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

Section Eleven – Saving Clause

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

Section Twelve – Recording

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

PASSED THIS 11th day of March 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 11th day of March 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

AGREEMENT

The Village of Oak Brook (hereinafter known as the "Village") and Johnson Controls Security Solutions, (hereinafter known as "JCSS"), agree as follows:

1. The Village hereby grants to JCSS, the right to install, maintain, replace, upgrade and operate, at JCSS's cost, for a period of five (5) years beginning on January 1, 2025, an alarm monitoring and receiving system (the "System") in the Village's Communications Center. The Village and JCSS do hereby agree and acknowledge that the privileges, rights, duties and obligations granted to JCSS under this Agreement shall be held personally in trust by JCSS and shall not be transferred without the prior consent of the Village.

2. The Village and JCSS acknowledge that there is now installed in the Communications Center equipment owned by JCSS required to operate the System and provide monitoring services (the "Equipment") to residents of the Village's service area, including businesses operating in the Village, who are now monitored at the Communication Center (hereinafter called "a Customer" or "Customers"), JCSS shall monitor existing Customers and any new Customers who in the future desire to be monitored at the Communications Center, provided that such existing and new Customers meet reasonable application criteria and enter into a direct agreement with JCSS, JCSS will provide sufficient additional Equipment to upgrade the existing system to monitor all existing Customers by AES mesh radio and as the need arises, any future Customers, JCSS upon reasonable request of the Village shall, at JCSS's cost, relocate the Equipment, and shall do so in a manner and at a time intended to minimize any disruption or disturbance of the operations of the Communications Center.

3. JCSS will maintain the Equipment with all attendant cable and labor, and further maintain it on a 24-hour basis, all at no expense to the Village. If the Equipment shall cease to be operable, JCSS shall immediately, after notification by the Village, endeavor to make any repairs necessary for the Equipment to be fully operable, JCSS shall replace the Equipment as necessary.

4. The Village understands that JCSS will charge other alarm companies an initial connection fee of \$200 for each of their customers for whom monitoring is provided hereunder. The monthly monitoring fee charged Customers by JCSS shall be \$50. These fees are exclusive of any fees of the Village, including the fee set forth in Paragraph 5, which may be passed to the Customers by JCSS, JCSS shall not charge the Village a connection fee or a monitoring fee for any monitoring services, which JCSS provides, to the Village through the System,

5. In addition to any other fees, JCSS shall collect from each customer a \$25.50 per month service charge for each site that is provided monitoring services through the System. JCSS shall account for and remit to the Village all funds collected as a result of the imposition of the service charge within sixty (60) days after the end of each calendar quarter.

In addition, JCSS will pay the village for all accounts being monitored on the alarm board excluding village accounts regardless of the payment status. The Village of Oak Brook agrees that JCSS will be allowed to disconnect any nonpaying accounts, with ten (10) day written notice to the Village of Oak Brook. Any account so disconnected and seeking to be reconnected, will be subject to all charges or fees as well as moneys owed to JCSS and/or the Village.

6. JCSS's right to provide monitoring hereunder shall extend to all burglar, hold-up alarms, and fire alarms monitored by the Communications Center and other types of alarm

monitoring requested by the Village, for a period of five (5) years from the date specified in Section 1 of this Agreement.

7. JCSS will continue to provide positions on the System for use of the Village, in a sufficient number to allow the supervision of existing Village, connections and shall provide a reasonable number of additional positions to the Village, as the need arises.

8. The Village acknowledges that the Equipment is owned by JCSS, and in the event this Agreement expires or is terminated for any reason, JCSS shall have the right to remove the Equipment upon a sixty (60) day written notice to the Village. In the event this Agreement expires or is terminated for any reason, JCSS shall remove the Equipment within ten (10) days after receiving a notice from the Village to remove the Equipment. In the event JCSS fails to remove the Equipment within this ten (10) day period, the Village shall have the right to remove and store the Equipment at JCSS's risk, cost and expense.

9. Prior to sixty (60) days before the end of this Agreement, as set forth in Section 6 either party may cancel this Agreement by giving the other party notice of cancellation by certified mail, return receipt requested. In the event that neither party gives the other party such notice of cancellation, then this Agreement shall be extended for successive three (3) month periods, provided that either party may terminate this Agreement at the end of any such three (3) month extension period by giving the other party notice of cancellation not less than sixty (60) days before the expiration of the three (3) Month period. If at any point this Agreement is terminated or expires, every reasonable effort will be made by JCSS so that there is no interruption of service to the Customers connected to the System at the time of termination of expiration.

10. Village shall, upon request, furnish to JCSS an opinion of legal counsel for the Village that this Agreement was properly authorized and is binding on the Village.

11. Indemnification: The JCSS shall protect, indemnify, save, defend and hold forever harmless the Village and/or its officers, officials, employees, volunteers and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including without limitation court costs, insurance deductibles and attorney's fees and expenses, which the Village and/or its officers, officials, employees, volunteers and agents may

incur, suffer or sustain, or for which the Village and/or its officers, employees and agents may become obligated by reason for any accident, injury to or death of persons or loss of or damage to property, or civil and/or constitutional infringement of rights (specifically including violations of any federal civil rights law), arising indirectly or directly in connection with or under, or as a result of, this or any Agreement by virtue of any act or omission of any of the JCSS's officers, employees, subcontractors, and/or agents, provided that the JCSS shall not be liable for claims, obligations, damages, penalties, causes of action, costs and expenses arising in part or in whole by any act or omission of the Village's officers, officials, employees, volunteers and/or agents.

The JCSS shall hold the Village harmless for any and all claims for labor, material, apparatus, equipment, fixtures or machinery furnished to JCSS for the purpose of performing the work under the contract; and the payment of all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time the contract is in force.

In addition, to the fullest extent permitted by law, JCSS shall indemnify and hold harmless the Village, its officers, employees and agents, from any and all claims, costs liabilities, losses, damages, injuries, demands, actions, causes of actions, suits, proceedings, judgments and expenses, including without limitation, attorney's fees, court costs and other legal expenses arising out of or in connection with:

- A) JCSS's operation of the system.
- B) Any act or omission to act by JCSS, its employees, servants and agents, except to the extent a claim is based on the acts or omissions of the Village and/or its employees, officers or agents, when acting within the scope of their employment, office or agency.

12. It is understood and agreed that the Village shall have no liability to any third party as a result of the failure of the System to operate as intended. However, the Village shall notify JCSS of any system failures that it is or becomes aware of. JCSS agrees that it shall include in all contracts for services provided through the System, a provision which states that the customer agrees that the Village shall have no liability in the event that the System fails to operate as intended.

13. JCSS hereby assumes and shall bear the entire risk of loss and damage to any Equipment whether or not insured against, once such equipment is placed or installed in the Communication Center, without any recourse against the Village, its officers, employees and agents whatsoever. It is understood and agreed that the Village shall have no obligation to insure any part of the System or other property owned by **JCSS** located on premises owned or controlled by the Village against loss or damage.

14. It is understood and agreed that the Village shall endeavor to monitor the System, provided however, that the Village shall incur no liability of any kind, in the event it fails to monitor the System. JCSS's agreement with its customers shall include a provision that will exonerate or relieve the Village from liability to a customer and other third parties in the event

the Village fails to monitor the System or fails to promptly respond to an alarm transmitted through the System.

15. General Comprehensive Liability Insurance: Certificates of Insurance shall be presented to the Village within fifteen (15) days following approval of this Agreement by the Village.

During the term of this Agreement JCSS shall maintain insurance with limits no less than:

- A) General Liability - \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, provided that when the estimated cost of the work in question does not exceed \$25,000, the required limit shall be \$1,000,000;
- B) Automobile Liability (if applicable) - \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C) Worker's Compensation and Employer's Liability - Worker's Compensation limits as required by the State of Illinois and Employer's Liability limits of \$1,000,000 per accident.

Any deductibles or self-insured retention must be declared to and approved by the Village. At the option of the Village, either the insurer shall reduce or eliminate such deductible or self-insured retention as respects the Village, its officers, officials, employees and volunteers; or JCSS shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses to the extent of such deductible or self-insured retention.

The policies shall contain, or be endorsed to contain, the following provisions:

- A) General Liability and Automobile Liability Coverage:
 - (1) The Village, its officers, officials, employees and volunteers are to be covered as additional insureds with respect to: liability arising out of activities performed by or on behalf of JCSS; as well as premises owned, occupied or used by JCSS. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, volunteers, or agents.
 - (2) JCSS's insurance coverage shall be primary insurance as respects the Village, its officers, officials, employees, volunteers and agents. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, volunteers or agents shall be in excess of JCSS's insurance and shall not contribute with it.

- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, officials, employees, volunteers or agents.
- (4) JCSS's insurance shall apply separately to each covered party against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
- (5) Notwithstanding anything to the contrary contained in the foregoing, JCSS's insurance policies will not provide coverage for the negligence or other wrongful conduct of any additional insured.

B) Worker's Compensation and Employer's Liability Coverage:

- (1) The policy shall waive all rights of subrogation against the Village, its officers, officials, employees, volunteers and agents for losses arising from work performed by JCSS for the Village.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail has been given to the Village. Each insurance policy shall name the Village, its officers, officials and employees, volunteers and agents as additional Insureds. All insurance shall be placed with insurers with a Best's rating of no less than A-: VII.

JCSS shall furnish the Village with certificates of insurance and with original endorsements effecting coverage required by this provision. The certificate and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms shall subject to approval by the Village before work commences. The Village reserves the right to require complete, certified copies of all required insurance policies, at any time.

In addition, **JCSS** shall provide proof of such insurance at any time during this Agreement, when requested by the Village.

16. In the event of any action at law or suit in equity in relation to this Agreement, the prevailing party shall be entitled to a reasonable sum for its attorney's fees. Venue for any action arising in connection with this Agreement shall be in the 18th Judicial Circuit (DuPage County) Illinois.

17. This Agreement does not confer any duties or benefits and any rights on any entities other than JCSS and the Village.

18. This Agreement incorporates the entire agreement and understanding between the parties and there are no oral agreements, understandings, or representations between the parties which are not reduced to writing herein, including attachments. This Agreement may not be changed, modified or discharged, except in writing executed by all parties hereto.

19. This Agreement shall not be assigned by any party without the express written consent of the parties, which consent may be withheld, in the sole discretion of the other parties. Notwithstanding the foregoing, JCSS shall have the right, without the Village's consent, to assign or otherwise transfer this Agreement to any of its affiliate, subsidiary or parent companies, or to an entity other than an affiliate, subsidiary or parent company that (i) acquires substantially all of the assets or stock of, merges or consolidates with or into, or acquires a controlling interest in it, and (ii) expressly assumes in writing JCSS' s obligations and responsibilities hereunder.

20. This Agreement may not be amended except pursuant to a written instrument signed by both parties.

21. If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable or unenforceable, then this entire Agreement shall be null and void.

22. This Agreement is binding upon the successors and assigns of the parties.

23. The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

24. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties. The parties shall each be solely responsible for the conduct of their respective officers, employees and agents in connection with the performance of their obligations under this Agreement.

25. This Agreement may be executed in counterparts, facsimile signatures shall be sufficient.

26. Any notice or demand required or permitted hereunder shall be in writing and shall be deemed duly served if mailed by prepaid registered or certified mail, return receipt requested or personally delivered with evidence of receipt, addressed as follows:

To the Village: Village of Oak Brook
 1200 Oak Brook Road
 Oak Brook, Illinois 60523
 Attn: Village Manager

To JCSS: Johnson Controls Security
 Solutions, LLC
 2010 Swift Drive
 Oak Brook, IL 60523
 Attn: Randy Justin

Notices shall be deemed effectively given as of the date, which is two (2) business days following the date of postmarking, by the U. S. Postal Service or as of the date of delivery if hand or personally delivered.

This agreement supersedes agreement dated November 1, 2014, and shall become effective as of (_____), provided that the term of the agreement shall not start until the date specified in Section.

Village of Oak Brook

Johnson Controls Security Solutions

by: _____

by: _____

Title: _____

Title: _____

Letter of Understanding -- Village of Oak Brook and Johnson Controls Security Solutions December 1, 2024

Village of Oak Brook
1200 Oak Brook Rd
Oak Brook, IL 60523
Attn: Purchasing Department

To whom it may concern:

Thank you for the opportunity to provide Wireless Alarm Services at the Village of Oak Brook.

Outlined below, you will find the services Johnson Controls security Solutions will provide and the manner of the rollout/switchover to wireless:

1. Johnson Controls Security Solutions agrees to supply all equipment and services necessary to receive wireless alarm signals and transmit them to the Village of Oak Brook.
2. The monthly wireless monitoring fee charged to subscribers shall be \$50.00 per transceiver, with an on-site Radio rental and service plan of \$41.00. The total is ninety-one dollars (\$91.00) per month.
3. Johnson Controls Security Solutions agrees to supply:
 - A. All subscriber radios and all site installations in accordance with manufacturer recommendations.
 - B. Provide 15 village accounts listed in the RFP and up to 5 additional Village accounts with a transceiver to be installed for (\$0.00) and a monthly monitoring fee \$0.00 + \$0.00 QSP (quality service plan). Total is \$0.00.
4. Johnson Controls Security Solutions shall program the units to transmit only a standardized set of signals agreed upon by the Village of Oak Brook. This will apply to any and all transceivers throughout the Oak Brook system.
5. All subscriber transceivers will be installed by and owned by Johnson Controls Security Solutions. The village may, with written request, authorize the direct sale of a radio on a limited basis.

6. Johnson Controls Security Solutions will maintain an adequate inventory of spare parts for the base station receivers so as to be in a position to affect any necessary repairs as quickly as possible.

7. The Village administrative and monitoring fee will increase on January 1, 2025 from \$22.00 to \$25.50 per month.

8. In addition to Village of Oak Brook buildings, monitoring fees will be waived for School District 53, and the Oak Brook Park District alarms.

COMMERCIAL SALES PROPOSAL/AGREEMENT

Date: 12/12/25



Johnson Controls Security Solutions LLC

2010 Swift Dr.
Oak Brook, IL 60523

Contact: Duke Melchert (708) 692-4100

Email: duke.melchert@jci.com

(Herein called "Johnson Controls")

To: Sample ABC Corp.
1234 22nd St.
Oak Brook, IL 60523Attn John Doe Tel. No. : 630-123-4567
(Herein called the "Customer")

Johnson Controls proposes to install or cause to be installed the equipment and furnish the services (collectively the "system") indicated herein:

QTY.	DESCRIPTION
	Wireless Radio w/Enclosure & Antenna, Kit \$91/mo
	The installation of the radio and transmission equipment is predicated on utilization of a standard 2.5db antenna located at the radio site. Should the installation require an upgraded antenna or remote antenna positioning, additional charges may apply.
	POINT OF CONNECTION; It is mutually understood and agreed that Johnson Controls assumes no responsibility whatsoever for the maintenance, operation, no-operation, actuation, non-actuation or needless or erroneous actuation of the Customer-Owned equipment; that service may be terminated by Johnson Controls in the event the Customer-Owned equipment is not in good operating condition and Johnson Controls shall not be liable for any damage or subject to any penalty as a result of such termination.
	This agreement may be cancelled by the customer, upon giving Johnson Controls thirty days' prior written notice of customer's intent to cancel the service at the premises serviced under this agreement with no penalty.
	Rate Lock: Annual service charge not to increase for term of agreement.
	Connection Fee One time charge of \$150.00
	Maintenance service includes Municipal radio battery replacement.
	Bill To
	Sample ABC Corp
	1 Prospect St.
	Summit, NJ 07901

TYPE of Transaction

☐ Direct Sale (equipment to become property of the Customer upon payment in full of Installation Charge shown below).

OR

☒ System to remain property of Johnson Controls.

Johnson Controls may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the Customer's premises upon such removal and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of Johnson Controls to collect any charges which have been accrued or may be accrued hereunder.

Services To Be Provided	P-Provided NP-Not Provided (Check one)
	P NP

Central Station Signal - Receiving and Notification	☐ ☒
--	--

☒ Fire Alarm	☐ Holdup Alarm
☐ Burglar Alarm	☐ Duress
☐ Supervisory	☒ Other <u>Direct Connection</u>

Using: Radio

☐ Digital Communicator*☐ Leased Line Telephone Charge:☐ Included ☐ Not Included

*Telephone Jack Charges Not included

Inspections Number per year <u>1</u>	☐ ☒
---	--

Investigator Response ☐ Interior ☐ Exterior	☐ ☒
--	--

Supervised/Scheduled Opening/Closing	☐ ☒
---	--

Opening/Closing Logging	☐ ☒
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Opening/Closing Reports	☐ ☒
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Other <u> </u> AES Radio	☒ ☐
---------------------------	--

Maintenance (radio only)	☒ ☐
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If Maintenance Service is declined, Customer, please initial here	
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For the sum of \$ 150.00 payable 100% upon acceptance of this proposal and the balance payable upon completion of the installation ("Installation Charge") and as a precondition to activation of the system and, if applicable, connection to central station service. In addition, for the service(s) to be provided as indicated above, Customer agrees to pay \$1092.00 per annum, Billed Quarterly in advance for a period of five years effective from the date service is operative under this Agreement. Johnson Controls may invoice Customer for progress billings based upon equipment and/or system components delivered or stored and/or services performed before completion of the system/equipment installation, activation of the system, connection to Johnson Controls' Central Station, or any other service(s). After the five years, this Agreement shall be automatically renewed yearly unless terminated by either party upon written notice at least 30 days prior to the anniversary date. Johnson Controls shall have the right to increase the annual service charge after 1 year. In the event of termination prior to the end of the contract term, the Customer agrees to pay, in addition to any charges for services rendered prior to termination, 90% of the service charge remaining to be paid for the unexpired term of the Agreement as liquidated damages (but not as a penalty). The Customer agrees to pay, in addition to the service charges above, any false alarm assessments, taxes, fees or charges that are imposed by any government body, relating to the installation or service provided under this Agreement and to pay any increase in charges to Johnson Controls for facilities required for transmission of signals under this Agreement. In the event Johnson Controls' representative is sent to the Customer's premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or, failing to close or properly secure a window, door or other protected point, or improperly adjusting monitors or accessory components, there shall be a service charge to the Customer. Failure to pay amounts due shall give Johnson Controls, in addition to any other remedies, the right to charge interest at the highest legal rate on the delinquent amounts. Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and legal fees. The installation charge quoted in this Agreement is based on Johnson Controls performing the installation with its own personnel. If for any reason this installation must be performed by outside Contractors, said installation charge shall be subject to revision.

By Duke Melchert 4L1
Sales Representative

Customer Acceptance

In accepting Johnson Controls' Proposal, Customer agrees to the terms and conditions contained herein. It is understood that they shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing.

Customer warrants that the Customer: (1) has requested the equipment/service specified in this Agreement for its own use and not for the benefit of any third party, (2) owns the premises in which the equipment is being installed or that the person signing on behalf of Customer has the authority to engage Johnson Controls to carry out the installation in the premises and (3) will comply with all laws, codes, and regulations pertaining to the use of the equipment/services.

X _____
Customer's Signature

Title Date

This Agreement is not binding unless approved in writing by an authorized Representative of Johnson Controls. In the event of failure of such approval, the only liability of Johnson Controls shall be to return to the Customer the amount, if any, paid to Johnson Controls upon signing of this Agreement.

TERMS AND CONDITIONS

A.1. Central Station Signal Receiving and Notification (Alarm Monitoring) Services.

1.If an alarm signal registers at Johnson Controls' Central Monitoring Center ("CMC"), Johnson Controls will endeavor to notify the appropriate Police or Fire Department and if required by local law, the Customer's designated representative. If a burglar alarm signal or fire signal registers at Johnson Controls' CMC, Johnson Controls at its sole discretion may endeavor to contact the Customer's premises by telephone to verify that the alarm is not false. Failing to contact the Customer promptly or questioning the nature of the response received upon such contact, Johnson Controls shall endeavor to notify the appropriate Police Department or Fire Department. If a supervisory signal or trouble signal registers at Johnson Controls' CMC, Johnson Controls shall endeavor to notify promptly the designated representative of the Customer. 2.If Customer has purchased alarm monitoring service that requires Police Response, Fire Department Response, Guard Response, Medical Emergency Notification or Two Way Voice monitoring services and such an alarm is received at Johnson Controls' CMC, then Johnson Controls may, in its sole discretion, endeavor either (a) to contact Customer and/or anyone Customer has identified as having authority to act on Customer's behalf on Customer's Emergency Contact List ("ECL") by telephone or Two Way Voice communication, or (b) use video or audio feed from Customer's premises to confirm that the alarm is not false. If Johnson Controls fails to contact Customer or someone on Customer's ECL or, if Johnson Controls questions the response received upon such contact, then Johnson Controls will endeavor to notify the appropriate Police or Fire Department. If Guard Response Service is being provided, Johnson Controls will, for an alarm that requires Police response, endeavor to dispatch an Johnson Controls Representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of an attack, Johnson Controls will endeavor to notify the appropriate Police Department. Customer agrees that Johnson Controls will have no liability pertaining to the recording (or failure to record) or publication of any Two Way Voice communications, Internet, or other Video recordings or the quality of such recordings, if any. 3.If Supervisory Alarm or Trouble Alarm monitoring services are purchased (or if such services are actively programmed into the System) and such an alarm is received at Johnson Controls' CMC, Johnson Controls will endeavor to notify Customer's designated representative. 4.If Customer has identified persons on Customer's ECL authorized to act on Customer's behalf, Johnson Controls will endeavor to contact such persons before Johnson Controls endeavors to notify the Police or Fire Department. 5.The installed equipment may not operate with other companies' alarm monitoring equipment. If Customer cancels any Services, this incompatibility may prevent Customer from continuing to use the installed equipment. Customer understands that local laws, ordinances or governmental policies may restrict and/or limit Johnson Controls' ability to provide alarm monitoring and notification services and/or necessitate modified or additional services and expense to Customer. Customer understands that Johnson Controls may employ any number of current or future industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings on alarm panels including those authorized under ANSI-SIA CP-01-2000; default settings for "swinger shutdown" of specific alarm zones; implementation of "partial clear time bypass" procedures at Johnson Controls' CMC; and/or other similar measures employed by Johnson Controls periodically in Johnson Controls' sole discretion. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ACTIVATION UNTIL CUSTOMER MANUALLY RESETS THE ALARM SYSTEM. 6. Customer understands that, upon receiving notification that a fire or carbon monoxide signal has been received by Johnson Controls, the Police, Fire Department or other responding authority may forcibly enter Customer's premises. Johnson Controls WILL NOT ARREST OR DETAIN ANY PERSON. 7. Alarm Verification Services. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of a continuous alarm event from a single sensor to meet the requirements of local laws, ordinances or other requirements of the Police Department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment. 8.5-Day Familiarization Period. If Customer has requested a 5-day "Familiarization Period" following completion of installation, and if needed an extension period, for Customer to become familiar with the system operation, then during this Familiarization Period Customer agrees that if any signal (including an alarm signal) of any nature registers at Johnson Controls' CMC, Johnson Controls shall not: respond to any signals, endeavor to notify the authorities, Customer, or Customer's designated representative, or undertake any other action with regard to any signal, whether or not due to an actual emergency event. 9.Direct Connection Service. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's Municipal Police, Fire Department, or other agency, and signals transmitted by the System will be monitored directly by such Municipal Police, Fire Department, or other agency personnel (collectively, "Municipal Personnel"), none of whom are agents of Johnson Controls. Johnson Controls does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals. 10.Parallel Protection Service -- If Customer chooses an Johnson Controls approved cellular back-up service, alarm signals may be transmitted to Johnson Controls' CMC from Customer's premises over a cellular communications network if Customer's Traditional Telephone Service is interrupted.

A.2.Communication Facilities. (a) Authorization. Johnson Controls may make requests for information, service, or equipment in any respect on behalf of Customer to a telephone company, wireless carrier, or other entity providing communication facilities or services for transmission of signals (the "TeleCo") under this Agreement. Customer agrees that the liability of TeleCo is limited in accordance with, and TeleCo may invoke, the provisions of Section E of this Agreement. (b) Digital Communicator. If a Digital Communicator is used to connect to Johnson Controls' CMC, Customer will provide a connection through a telephone jack to a telephone service as required to operate the Johnson Controls System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the Johnson Controls alarm/control panel. Johnson Controls will provide such connection at Customer's request and expense. (c) General. JOHNSON CONTROLS' RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JOHNSON CONTROLS' CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S COMMUNICATION FACILITIES OR TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ET CETERA, OR CUSTOMER'S OWN PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER PROPRIETARY TELECOMMUNICATION NETWORK, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES(HEREINAFTER REFERRED TO AS "NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES (THE BATTERY BACK-UP FOR JOHNSON CONTROLS' ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT JOHNSON CONTROLS WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELEPHONE SERVICE'S DATA FORMAT AFTER JOHNSON CONTROLS' INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JOHNSON CONTROLS' CMC. IF JOHNSON CONTROLS DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, JOHNSON CONTROLS WILL PERMIT CUSTOMER TO USE ITS NON-TRADITIONAL TELEPHONE SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JOHNSON CONTROLS RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JOHNSON CONTROLS' CMC REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JOHNSON CONTROLS DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN JOHNSON CONTROLS REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JOHNSON CONTROLS AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JOHNSON CONTROLS' CMC. JOHNSON CONTROLS WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES TRADITIONAL TELEPHONE SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF THE NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT JOHNSON CONTROLS MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JOHNSON CONTROLS. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-TRADITIONAL TELEPHONE SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

A.3. Quality Service Plan ("QSP")/Maintenance; Testing/Inspections Service. 1.Quality Service Plan ("QSP")/Maintenance. (a)If QSP/Maintenance Service is purchased, Johnson Controls will, upon Customer's request, provide and bear the expense of ordinary maintenance and repair of the Covered System(s) for issues arising out of normal wear and tear. The expense of all extraordinary maintenance and repair necessitated by or due to changes or alterations in the Customer's premises, alterations to the System made by Customer, or made necessary by damage to the premises or to the alarm system, or to any cause beyond the control of Johnson Controls, will be borne by the Customer. Customer will furnish, at Customer's expense, any necessary electric current and will furnish an outlet within 10 feet of the Johnson Controls Control Panel. (b)QSP/Maintenance Service on the following devices will only be provided on a time and material basis: (1) window foil, (2) security screens, (3) any exterior mounted devices, (4) PROM (Programmable Read Only Memory), (5) batteries, and (6) "Conditions" not covered by warranty shown below. (c)Johnson Controls' obligation to perform QSP/Maintenance Service relates solely to the Covered System(s) and Johnson Controls is in no way obligated to maintain, repair, service, replace, operate or assure the operation of any device or devices not Covered by QSP/Maintenance. Johnson Controls is not liable for any loss due to water intrusion, mold, fungi, bacteria, or wet or dry rot. (d)If Customer does not purchase QSP/Maintenance Service before the expiration of the System Warranty, Johnson Controls will provide QSP/Maintenance Service only after inspecting the System and making any necessary repairs or replacements to bring the System in compliance with Johnson Controls' specifications and/or the standards set by any applicable laws, codes, or regulations. Customer will pay for any related labor and/or materials for such work at Johnson Controls' then applicable rates. (e)QSP/Maintenance Services purchased will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. Johnson Controls' obligation to provide Preventative Maintenance Service is conditioned upon the continued availability of the original System component(s) from the original manufacturer.

A.4. Testing/Inspections Service. If such service is purchased, Johnson Controls will provide the number of inspections/tests of the Equipment as specified in this Agreement. Such Services will be performed between Johnson Controls' normal working hours of 8:00 A.M. and 4:30 P.M., Monday through Friday, except holidays, unless otherwise mutually agreed in advance by the Parties.

A.5. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement. (a)Alert Notification - Immediate Response Information System (IRIS) (b) Managed Access Control (c)Electronic Article Surveillance ("EAS") (d)Guard Response Service (e)Radio Frequency Identification ("RFID") (f)Training Services (g)Watchman's Reporting Service.

B. Warranty (90-Day). 1.For a "Direct Sale", any original part of the Equipment (as distinguished from the Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, in Johnson Controls' sole discretion, with a new or functionally operative part. Labor and materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. If Customer has purchased QSP/Maintenance as described in this Agreement, the foregoing Warranty Period will be extended for the time period purchased and at the additional cost shown for QSP/Maintenance in this Agreement. 2.The following "Conditions" are not covered by Warranty: (a) Damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not done by Johnson Controls or from parts, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls; (c) Adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) Trouble due to interruption of commercial power to the phone service or use of Non-Traditional Telephone Service; (e) Battery failure; (f) Devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers; or (g) System changes requested by Customer. If Customer calls Johnson Controls for service under the Warranty and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials. 3.THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE.

C. System Requirements, Miscellaneous: The following provisions apply to all Systems, Equipment, or Services installed or furnished by Johnson Controls under this Agreement. 1.Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2.System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3.Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD BY INITIALING THE APPROPRIATE LINE ON THE FIRST PAGE OF THIS AGREEMENT (EXCEPT WHERE FAMILIARIZATION IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS); JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY

CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4.Special Emergency Requirements. If Customer requires installation or service of Equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5.Training Services. Johnson Controls provides initial training to Customer on use of the Equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6.Site Preparation, Intrusion and Restoration. Customer shall be responsible for providing 110VAC power, telephone connections, network drops and any required conduit, wiremold, or other raceway unless otherwise noted herein. Customer shall also be responsible for any required IP address assignments and additional network software licensing. The installation of Equipment may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the Equipment.

D.Electronic Media; Personal Information. 1.Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise. 2.Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees/or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) authorizes Johnson Controls to use such personal information to administer the relationship between Customer and Johnson Controls, including the administration of this Agreement. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E.Limitation of Liability. 1. Johnson Controls is not an insurer. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment Johnson Controls provides and are unrelated to the value of Customer's property, any property of others located in Customer's premises, or any risk of loss on Customer's premises. 2.Johnson Controls' services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. JOHNSON CONTROLS MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Johnson Controls does not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Johnson Controls. Insurance, if any, covering such risk shall be obtained by Customer. Johnson Controls shall have no liability for loss, damage or injury due directly or indirectly to events, or the consequences thereof, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Johnson Controls to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Johnson Controls arising as a result of paying any claim for loss, damage or injury of Customer or another person. 3.If notwithstanding the provisions of this Section E, Johnson Controls is found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, its liability shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Johnson Controls' failure to perform any of its obligations under this Agreement. If Customer requests, Johnson Controls may assume greater liability by attaching a Rider to this Agreement stating the extent of Johnson Controls' additional liability and the additional charges Customer will pay for Johnson Controls' assumption of such greater liability. However, such additional charges are not insurance premiums and Johnson Controls is not an insurer even if it enters into such a Rider. 4.The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Johnson Controls' performance or nonperformance of its obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Johnson Controls, its agents or employees. If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Johnson Controls in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Johnson Controls harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees. 5.No suit or action shall be brought against Johnson Controls or its agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred, or the shortest duration permitted under applicable law if such period is greater than one year. 6.The provisions of this Section E shall apply to and benefit Johnson Controls and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect) and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this section e against any claims due to any failure of such department or organization.

F.Other Charges; Remedies; Termination. 1.There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2.Failure to pay amounts when due shall give Johnson Controls, in addition to any other available remedies, the right to terminate this Agreement and to charge interest at the highest legal rate on delinquent amounts. Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3.In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP/Maintenance Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls is unable to obtain or continue to support technologies, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

G.Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" shall include but not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, and agents harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H.Waivers. 1.Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2.Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1.Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2.Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3.FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Johnson Controls will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4.Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save harmless Johnson Controls from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5.Insurance. Johnson Controls maintains General Comprehensive Liability and Automobile Liability Insurance of, at least \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6.Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7.Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J.System Software; Network Connections. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment.

K.Force Majeure. JOHNSON CONTROLS ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE SYSTEM OR ANY EQUIPMENT OR FOR THE CONSEQUENCES THEREFROM, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE OR FOR THE CONSEQUENCES THEREFROM DUE TO STRIKES, RIOTS, FLOODS, TERRORISM, ACTS OF GOD, ACTS OF WAR, OR ANY CAUSES BEYOND THE CONTROL OF JOHNSON CONTROLS. JOHNSON CONTROLS WILL NOT BE REQUIRED TO SUPPLY SERVICE TO CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE CONTINUES. IN NO EVENT WILL JOHNSON CONTROLS BE LIABLE FOR LOSS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

L.Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M.Johnson Controls License Information: AL Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388; AK 256239, 5520 Lake Otis Pkwy., Anchorage, AK 99507; AR E0055, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600; AZ ROC109396-C12; ROC109402-L67; CA ACO4227, PPO12949, 707408; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT 0160994-5; DC 39703010; FL EF0001121, -0950, -1123, -1478, EF20000341, -0413, EG0000164; GA LVA205374, -205386, -002833, -001438, -003379, -004452, -205572, LU001160; HI C27996; IL 127-000364; MA 45-C; MI A-0639, 3601202182 - 4182 Pier North Dr. Ste. D, Flint, MI 48504; MN T500021; NC 846-CSA-Alarm Systems Licensing Bd., 1631 Midtown Pl., Ste.104, Raleigh, 27609 (919) 875-3611; NM 056126; NV 0040091, 1338; NY 12000025576, Licensed by NYS Dept. of State, OH 16782, 50-18-1052; 50-57-1034; 53-89-1329; 53-31-1582; 50-50-1019; 50-48-1032; 50-25-1050; 50-76-1025; OK 00067; OR 59944; PA Pennsylvania Home Improvement Contractor Registration Number: PA10083; RI AFC0126; 18004; TN ACC-216, -241, -255, -773, -173, -937, -294, -748, -511, -934, -1227; TX B00536-140 Heimer Rd. Ste. 100, San Antonio, TX 78232 - Texas Private Security Bureau, 5805 N. Lamar Blvd., Austin 78752; UT 297869-5501; VA 11-1878; 11-1879; 11-3247; 11-3635; 11-3863; Alarm Security Contracting 2701-035978A exp. 01/31; WA ECO6 ADTSESI03205, 11824 N Creek Pkwy. #105, Bothell, WA 98011; WV 014142, MS 15005633.

The foregoing list shows only those license numbers Johnson Controls Integrated Security LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.JohnsonControls.com (Legal).

California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.



ITEM 8.A.2.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
March 11, 2025

SUBJECT: Award of Contract - 2025 Golf Course Commodities

FROM: Sean Creed, Golf Course Grounds Superintendent
Rania Serences, Purchasing and Budgeting Coordinator
Art Segura, Sports Core Director

BUDGET SOURCE/BUDGET IMPACT: Program 834 (Golf Course Maintenance) \$110,500.00 has been budgeted in various accounts.

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2288, authorizing the Purchase of Golf Commodities for the Oak Brook Golf Course to the following seven (7) companies:

Advanced Turf Solutions, Inc., Fishers, Indiana
BTSI, Frankfort, Illinois
Clesens, Lincolnshire, Illinois
Conserve F.S., Tinley Park, Illinois
C.R. Peterson, Inc., Lake Zurich, Illinois
Masterblend Intl, LLC, Morris, Illinois
SiteOne Landscape Supply, Cleveland, Ohio

based upon the unit prices submitted by the lowest responsive and responsible bidders, as indicated in the attached bid tabulation.

Background/History:

Bid packages were received and opened on Wednesday, February 26, 2025, by eight (8) companies. The notice for bid requests was posted on the Village website on Wednesday, February 12, 2025. Bid packages were sent to six (6) companies.

As indicated in the bid tabulation (far right column), we are recommending acceptance of the bid submitted for items #14, #35, #39, #45 and #46, which is not the lowest submitted price because the low bid submitted is not an acceptable substitution. Each recommended bid is highlighted and indicated in bold on the tabulation.

Contracts with these seven (7) companies will operate as requirements contracts (standing purchase orders will be created, but orders will only be placed when and if the golf course has such needs). Bid prices are firm for the entire calendar year. There is no requirement that the Village purchase a set quantity (we retain the right to either increase or decrease quantities at our sole option). We also have the option to purchase the same items through other sources (e.g. in an emergency when an item is needed sooner than it can be supplied by the low bidder).

Recommendation:

Staff recommends that the Village Board approve Resolution R-2288, awarding requirements contracts by issuing purchase orders to the following seven (7) companies: Advanced Turf Solutions, BTSI, Clesens, Conserve F.S., C.R. Peterson, Inc., Masterblend Intl, LLC, and SiteOne Landscape.

Attachments:

1. 2025 Golf Commodities Res
2. 2025 Golf Commodities

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
2025-SC-GLF-PG-R-2288

A RESOLUTION AUTHORIZING THE PURCHASE OF GOLF
COMMODITIES FOR THE OAK BROOK GOLF COURSE

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 the 11th day of March 2025

RESOLUTION 2025-SC-GLF-PG-R-2288
A RESOLUTION AUTHORIZING THE PURCHASE OF GOLF COMMODITIES
FOR THE OAK BROOK GOLF COURSE

WHEREAS, the Village operates and maintains the Oak Brook Golf Course located in the Sports Core ("**Golf Course**"); and

WHEREAS, the Village Board of Trustees has budgeted \$110,500.00 in various accounts to purchase various supplies and equipment to maintain the Golf Course, such as grass seed, fertilizer, herbicides, and other items ("**Golf Commodities**"); and

WHEREAS, on February 12, 2025, the Village sought bids for Golf Commodities ("**Request for Bids**"); and

WHEREAS, in the Village's Request for Bids, the Village reserved the right to split the award of contracts for Golf Commodities between different vendors in order to receive the most advantageous pricing from the lowest price bidders for each of the Golf Commodities; and

WHEREAS, on February 26, 2025, the Village opened 8 (eight) bids to provide the Village with Golf Commodities; and

WHEREAS, the lowest price bidder for five (5) of the Golf Commodities proposed providing the Village substitute commodities that do not adequately satisfy the Village's needs; and

WHEREAS, the Village has determined that: (1) Advanced Turf Solutions, Inc., of Fishers, Indiana; (2) BTSI, of Frankfort, Illinois; (3) Clesens of Lincolnshire, Illinois; (4) Conserve F.S., Tinley Park, Illinois; (5) C.R. Peterson, Inc., of Lake Zurich, Illinois; (6) Masterblend Intl, LLC., of Morris, Illinois; and (7) SiteOne Landscape Supply Company, of Cleveland, Ohio; (collectively, "**Vendors**") were the responsible bidders who submitted the lowest responsive bids for those respective Golf Commodities listed in the bid tabulation in **Exhibit A**, attached hereto and incorporated herein;

WHEREAS, the Village President and the Village Board of Trustees have determined that issuing purchase orders to the Vendors for the respective Golf Commodities described in Exhibit A will serve and be in the best interest of the Village;

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

Section One – Recitals

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

Section Two – Approval of Purchase

The President and Board of Trustees shall, and do hereby, approve the purchase by the Village of Golf Commodities from the Vendors as specified in Exhibit A in a total aggregate amount not to exceed \$110,500.00.

Section Three – Purchase Orders

The Village Board hereby authorizes and directs the Village Manager to execute and staff to issue purchase orders to the Vendors to effectuate the purchase approved by this Resolution.

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 Orders, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the Purchase Orders and of this resolution.

Section Six - Acts of Village Officials

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

Section Seven – Prevailing Wage Act

The successful proposer shall be required to comply with all of the terms and conditions of the Illinois Prevailing Wage Act, to the extent that it applies.

Section Eight – Effective Date

This resolution shall be in full force and effect upon passage and approval in the manner 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.

APPROVED THIS 11th day of March 2025

LAURENCE E. HERMAN,
Village President

PASSED THIS 11th day of March 2025

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A
(BID TABULATION)

2025 Golf Commodities

Item #	Estimated Quantity	Unit	Description	Lowest Bidder	Advanced Turf Solutions	BTSI	Clesens	Conserve FS	C.R. Peterson	Masterblend Intl.	Rare Agriculture Products	SiteOne Landscape	Not Accepted
1	22	Ton	Clay Material and Installation	C.R. Peterson					\$1,055				
2	3500	Variety Of	All Standard Products	Tie		20%	10%					20%	
3	3500	Variety Of	All Par Aid Products	Tie		20%						20%	
4	10	Case	Red Marking Paint	Clesens	\$ 63.24	\$ 45.00	\$ 44.40	\$ 49.00				\$ 51.96	
5	2	Case	Yellow Marking Paint	Clesens	\$ 63.24	\$ 45.00	\$ 44.40	\$ 49.00				\$ 51.96	
6	20	Case	White Marking Paint	Clesens	\$ 63.24	\$ 45.00	\$ 40.55	\$ 49.00				\$ 47.16	
7	10	Case	Athletic White	Clesens	\$ 60.60	\$ 47.00	\$ 40.55	\$ 51.00				\$ 47.16	
8	15	25 lb Bucket	Certified Pennncross 2.0 Seed	Advanced Turf	\$ 202.00	\$ 215.00	\$ 238.75					\$ 230.88	
9	15	25 lb Bucket	Crystal Blue Bentgrass	Clesens		\$ 340.00	\$ 243.75					\$ 270.88	
10	150	Bag 50 lb	Remington Range	BTSI		\$ 80.00	\$ 100.00				\$ 116.84		
11	50	Bag 50 lb	Double Eagle Ryegrass	SiteOne							\$ 89.49	\$ 81.87	
12	40	Certified	Bluegrass/Ryegrass/50/50	Advanced Turf	\$ 94.00	\$ 150.00	\$ 180.50			\$ 117.50	\$ 106.98	\$ 95.72	
13	80	Bag 50 lb	Advanced GLR+ XCD	Conserve FS	\$ 83.50			\$ 83.13			\$ 89.40		
14	50	Bag 50 lb	Advanced RPR + XCD	BTSI	\$ 145.50	\$ 112.50					\$ 89.40		X
15	25	Case	Chlorothalonil 720 (2 x 2.5)	Clesens	\$ 150.32	\$ 139.00	\$ 127.82	\$ 135.00		\$ 150.00	\$ 239.98	\$ 131.26	
16	1	Case	Tebuconazole Fungicide	Conserve FS	\$ 218.56	\$ 200.00	\$ 182.20	\$ 178.20		\$ 212.00		\$ 200.44	
17	1	Case	Exteris Stressguard	Tie	\$ 740.00		\$ 740.00				\$ 790.56	\$ 740.00	
18	1	Case	Insignia SC	Tie	\$ 2,303.36						\$ 2,453.08	\$ 2,303.36	
19	1	Case	Honor Intrinsic	Tie	\$ 3,528.00						\$ 3,704.40	\$ 3,528.00	
20	1	Case	Xzemplar	Tie	\$ 3,602.40						\$ 3,820.00	\$ 3,602.40	
21	1	Case	Segway (39.2OZ X 12)	Advanced Turf	\$ 4,200.00	\$ 5,160.00	\$ 5,160.00	\$ 5,160.00			\$ 5,366.40	\$ 5,160.00	
22	1	Case	Compass (4 x 1 Lbs)	Advanced Turf	\$ 754.32		\$ 2,807.37				\$ 3,145.80	\$ 2,857.94	
23	1	Case	Tourney Fungicide (4 x 1gal.)	Clesens	\$ 3,440.00	\$ 3,440.00	\$ 2,940.00				\$ 3,145.80	\$ 3,440.00	
24	1	Case	Velista Fungicide (2 x 22ozs)	SiteOne			\$ 1,716.00				\$ 1,578.96	\$ 1,144.00	
25	1	Bag	Dylox 30lb/Bag	Conserve FS	\$ 62.83	\$ 68.00	\$ 55.55	\$ 54.00			\$ 135.45	\$ 67.19	
26	1	Case	Primo Max Poa Annuu Control	Conserve FS	\$ 226.22	\$ 600.00	\$ 317.00	\$ 208.00			\$ 665.70	\$ 634.00	
27	2	Case	Proxy Growth Retardent (2 x 2.5 gal/case)	Clesens	\$ 165.32	\$ 165.00	\$ 141.55					\$ 313.52	
28	1	Cases	Paclobutrazol (4 x 1gal)	Clesens	\$ 904.00	\$ 700.00	\$ 570.20	\$ 580.00				\$ 689.76	
29	1	Case	Cyanora insecticide (8 qrts.)	BTSI		\$ 430.00	\$ 536.56	\$ 536.24					
30	1	Case	Pylex	Tie	\$ 1,552.00						\$ 1,645.12	\$ 1,552.00	
31	1	Case	DriveXL8	Advanced Turf	\$ 233.60	\$ 1,040.00					\$ 424.32	\$ 233.84	
32	1	Case	Confront Herbicide(4 x 1 gal/case)	Conserve FS	\$ 658.44	\$ 2,000.00	\$ 622.20	\$ 319.98		\$ 456.00	\$ 725.76	\$ 2,740.00	
33	1	Case	Speedzone Herbicide	Advanced Turf	\$ 391.50	\$ 450.00	\$ 450.00	\$ 450.00			\$ 481.50	\$ 450.00	
34	1	Case	Specticle	Advanced Turf	\$ 318.80						\$ 4,200.00	\$ 442.28	
35	1	Case	Q4 Plus	Advanced Turf	\$ 525.00	\$ 690.00	\$ 690.00	\$ 640.00			\$ 498.50	\$ 690.00	X
36	1	2.5 g	Dimension 2EW	BTSI	\$ 613.00	\$ 587.50	\$ 613.00	\$ 613.00				\$ 613.00	
37	1	Case	SureGuard (4 X 64oz)	Masterblend	\$ 861.88	\$ 1,092.00	\$ 640.00	\$ 720.00		\$ 306.00		\$ 640.00	
38	1	Case	Eliminate D	Clesens			\$ 289.10					\$ 313.91	
39	1	Case	Optiwet (2x2.5)	BTSI	\$ 174.96	\$ 325.00					\$ 466.20		X
40	1	Bags	Country Club 0-0-24	SiteOne		\$ 59.50						\$ 54.75	
41	100	Bags	Andersons 18-9-18 Contec DG/Gen3	Masterblend	\$ 67.90		\$ 68.50	\$ 68.50		\$ 70.80	\$ 70.48	\$ 80.07	
42	100	Bags	Lebanon Proscapes/24-0-8 40%PCUw/.067%Acelepryn/.167%Dimension	Masterblend	\$ 89.30	\$ 71.00	\$ 70.25			\$ 67.30		\$ 70.25	
43	200	Bags	Duration CR 25-0-20/75%Duration 120 days/sop/sgn250	Clesens			\$ 23.70			\$ 30.00			
44	200	Bags	Tyler 25-0-8/.5 Barricade/sgn150/75%Surfn3/SOP	Masterblend						\$ 35.50			
45	200	Bags	Tyler/19-0-0/.1dimension/75%duration 120	Clesens	\$ 17.93					\$ 29.25	\$ 21.65		X
46	200	Bags	Shaws/17-0-5/.067Aceleprin/.167 dimension	Masterblend			\$ 65.25			\$ 70.25	\$ 27.00		X



ITEM 8.A.3.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
March 11, 2025

SUBJECT: Awarding a contract for Water Reservoirs A&B Mixing Systems project.

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$300,000.00 is included in the FY2025 Budget, using account #451-91100.

RECOMMENDED MOTION: I move to approve Resolution R-2289 awarding a contract to Era Valdivia Contractors, Inc. of Chicago, Illinois for the Water Reservoirs A & B Mixing Systems Repaint and Miscellaneous Repairs Project in the amount of \$199,160.00, pending final attorney review and approval.

Background/History:

As part of the Village's routine reservoir inspections, deficiencies were found at each underground storage tank. The structures overall are in great shape, and minor repairs are needed to meet current Illinois EPA requirements. In conjunction with the repairs, water mixers will be installed to improve the water quality of the Village's drinking water. These mixers will be monitored by the SCADA system. This will ensure the stations are running efficiently. Dixon Engineering has reviewed the bids submitted for the mixer installations, wet interior piping, repaint, and miscellaneous repairs for the Village's 3,500,000-gallon concrete reservoir (A) and 4,000,000-gallon concrete reservoir (B) which includes exterior appurtenance repainting. There were five bids that were received, the highest at \$771,500, and the lowest at \$199,160. Dixon Engineering recommends awarding the contract to Era Valdivia Contractors, Inc. of Chicago, Illinois in the amount of \$199,160.00.

Era Valdivia Contractors Inc. is a prequalified contractor with Dixon Engineering, Inc. for this scope of work and has successfully completed similar projects in size and scope. Staff posted the legal notice on the Village website on Friday, February 7, 2025. Eleven (11) vendors paid the \$50 fee to download the bid documents. Five proposals were received on or prior to the February 24, 2025, deadline. The proposed fees are as follows.

EraValdivia, Chicago, IL	Midwest Tank, Freemont, OH	Stoic Industrial, Grand Ledge, MI	LC United, Sterling Heights, MI	TeCorp Joliet, IL
\$199,160.00	\$386,500.00	\$455,000.00	\$575,000.00	\$771,500.00

This work begins on or after April 15, 2025. The anticipated substantial completion is by November 1, 2025, including cure and disinfection time.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2289 awarding a contract to Era Valdivia Contractors, Inc. of Chicago, Illinois for the Water Reservoirs A & B Mixing Systems Repaint and Miscellaneous Repairs Project in the amount of \$199,160.00, pending final attorney review and approval.

Attachments:

1. Oak Brook, IL February 26, 2025
2. Recommendation Letter
3. 00 51 00 Notice of Award
4. 2025-PW-WTR-RESVRAB-AG-R-2289
5. ResA&BRepaint&Msc.RepairsContract

Oak Brook, Illinois - 3,500,000 Gallon Concrete Reservoir (A) and 4,000,000 Gallon Concrete Reservoir (B)
2025 Water Tower Painting Project -February 26, 2025 - 2:00 p.m.

	LC United	Seven Brothers	Era Valdivia	Dean Baughman	E&L Painting	Tecorp
	Sterling Heights,	Shelby Twp.,	Chicago,	Fort Wayne,	Howell,	Joliet,
	MI	MI	IL	IN	MI	IL
Reservoir A						
Section 05 00 00						
Roof Hatch (1)	16,000		10,000			18,000
Draw Pipe Silt Stop (2)	14,000		1,800			7,500
Roof Vents (3)	38,000		7,800			60,000
Section 09 00 00						
Wet Interior Piping Repaint (4)	82,000		27,380			170,000
Wet Interior Rebar Painting (5)	38,000		10,000			12,000
Section 13 00 00						
Mixer Installation - 2 Mixers (6)	106,000		42,900			58,000
Project Total	294,000		99,880			325,500
Bid Bond	10%		10%			10%

Oak Brook, Illinois - 3,500,000 Gallon Concrete Reservoir (A) and 4,000,000 Gallon Concrete Reservoir (B)
2025 Water Tower Painting Project -February 26, 2025 - 2:00 p.m.

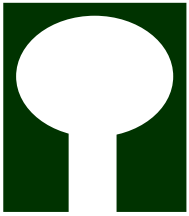
	A1 Industrial	Abhe & Svobada	Midwest Tank	Stoic Industrial	P T & T	
	Youngstown,	Jordan,	Fremont,	Grand Ledge,	Henderson,	
	OH	MN	OH	MI	KY	
Reservoir A						
Section 05 00 00						
Roof Hatch (1)			12,500	14,000		
Draw Pipe Silt Stop (2)			2,200	5,000		
Roof Vents (3)			32,100	18,000		
Section 09 00 00						
Wet Interior Piping Repaint (4)			62,500	52,000		
Wet Interior Rebar Painting (5)			6,000	100,000		
Section 13 00 00						
Mixer Installation - 2 Mixers (6)			71,200	65,000		
Project Total Reservoir A			186,500	254,000		
Bid Bond			10%	5%		

Oak Brook, Illinois - 3,500,000 Gallon Concrete Reservoir (A) and 4,000,000 Gallon Concrete Reservoir (B)
2025 Water Tower Painting Project -February 26, 2025 - 2:00 p.m.

	LC United	Seven Brothers	Era Valdivia	Dean Baughman	E&L Painting	Tecorp
	Sterling Heights,	Shelby Twp.,	Chicago,	Fort Wayne,	Howell,	Joliet,
	MI	MI	IL	IN	MI	IL
Reservoir B						
Section 03 00 00						48,000
Roof Hatch Curb Extensions (1)	14,000		12,000			
Section 09 00 00						
Wet Interior Piping Repaint (2)	92,000		30,380			170,000
Exterior Appurtenances Repainting w/ Con. (3)	69,000		14,000			170,000
Section 13 00 00						
Mixer Installation - 2 Mixers (4)	106,000		42,900			58,000
Project Total Reservoir B	281,000		99,280			446,000
Project Total Both Tanks	575,000		199,160			771,500
Bid Bond	10%		10%			10%

Oak Brook, Illinois - 3,500,000 Gallon Concrete Reservoir (A) and 4,000,000 Gallon Concrete Reservoir (B)
2025 Water Tower Painting Project -February 26, 2025 - 2:00 p.m.

	A1 Industrial	Abhe Svoboda	Midwest Tank	Stoic Industrial	PT & T	
	Youngstown,	Jordan,	Fremont,	Grand Ledge,	Henderson,	
	OH	MN	OH	MI	KY	
Reservoir B						
Section 03 00 00						
Roof Hatch Curb Extensions (1)			15,300	24,000		
Section 09 00 00						
Wet Interior Piping Repaint (2)			74,500	52,000		
Exterior Appurtenances Repainting w/ Con. (3)			38,500	60,000		
Section 13 00 00						
Mixer Installation - 2 Mixers (4)			71,200	65,000		
Project Total Reservoir B			199,500	201,000		
Project Total Both Tanks			386,500	455,000		
Bid Bond			10%	5%		



DIXON

ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY

February 28, 2025

Mr. John Temes
Village of Oak Brook
1200 Oak Brook Road
Oak Brook, IL 60523

Re: 3,500,000 Gallon Concrete Reservoir (Tank A) Mixer Installation with Wet Interior Piping Repaint and Miscellaneous Repairs & 4,000,000 Gallon Concrete Reservoir (B) Mixer Installation with Wet Interior Piping Repaint, Exterior Appurtenance Repaint, and Miscellaneous Repairs – Recommendation for Award

Dear Mr. Temes:

Dixon Engineering has reviewed the bids submitted for the mixer installations, wet interior piping repaint, and miscellaneous repairs for the Village's 3,500,000 gallon concrete reservoir (A) and 4,000,000 gallon concrete reservoir (B) that includes exterior appurtenance repainting. There were five bids that were received, the highest at \$771,500 and the lowest at \$199,160. Dixon Engineering recommends the award to Era Valdivia Contractors, Inc. of Chicago, Illinois in the amount of \$199,160. This includes all line items in the Schedule of Values.

Era Valdivia Contractors Inc. is a prequalified contractor with Dixon Engineering, Inc. for this scope of work and has successfully completed similar projects in size and scope.

Enclosed for your review and action is a copy of the Notice of Award, should you decide to award this project to Era Valdivia Contractors Inc. After Village approval, please sign and forward 3 copies to the contractor for signature. Instruct the contractor to return one copy to you, forward a copy to our office, and retain a copy for their files. Also, please notify the contractor that he is to forward to our office the required bonds and certificate(s) of insurance for inclusion in the contract documents. We ask that you do this as the contract is between Oak Brook, IL and the contractor. The contractor has our mailing address.

We appreciate this opportunity to be of service to you on this project. If you have any questions regarding our recommendation, please contact me at (630) 376-8322.

FOR DIXON ENGINEERING, INC

Todd Schaefer
Project Manager

Section 00 51 00 - NOTICE OF AWARD

Date of Issuance: **February 28, 2025**
Owner: **Village of Oak Brook**
Engineer: **Dixon Engineering, Inc.** Engineer's Project No.: **13-22-24-01,02-24**
Project: **3,500,000 Gallon Concrete Reservoir (A) and 4,000,000 Gallon Concrete Reservoir (B)**
Contract Name: **3,500,000 Gallon Concrete Reservoir (A) Wet Interior Piping Repaint and Miscellaneous Repairs 4,000,000 Gallon Concrete Reservoir (B) Wet Interior Piping Repaint, Exterior Appurtenance Repaint, and Miscellaneous Repairs**
Bidder: **Era Valdivia Contractors, Inc.**
Bidder's Address: **11909 South Avenue O, Chicago, IL 60617**

You are notified that Owner has accepted your Bid dated **February 26, 2025** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Reservoir A

Roof Hatch (\$10,000)

Draw Pipe Silt Stop (\$1,800)

Roof Vents (\$7,800)

Wet Interior Piping Repaint (\$27,380)

Wet Interior Rebar Painting (\$10,000)

Mixer Installation – 2 Mixers (42,900)

Reservoir B

Roof Hatch Curb Extension (\$12,000)

Wet Interior Piping Repaint (\$30,380)

Exterior Appurtenance Repainting with Containment (\$14,000)

Mixer Installation – 2 Mixers (\$42,900)

The Contract Price of the awarded Contract is **\$199,160**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver the Contract security (such as required performance, payment, and maintenance bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
2. Other conditions precedent (if any): **None**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Village of Oak Brook, Illinois**

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Date: _____

Contractor: **Era Valdivia Contractors, Inc.**

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Date: _____

Copy: Engineer

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2025-PW-WTR-RESVRA&B-AG-R-2289

A RESOLUTION APPROVING AND AUTHORIZING A
CONTRACT TO ERA VALDIVIA CONTRACTORS, INC. OF
CHICAGO, ILLINOIS FOR THE WATER RESERVOIRS A & B
MIXING SYSTEMS REPAINT AND MISCELLANEOUS REPAIRS
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 the 11th day of March 2025

RESOLUTION NO. 2025-PW-WTR-RESVRA&B-AG-R-2289

A RESOLUTION APPROVING AND AUTHORIZING A CONTRACT TO ERA VALDIVIA CONTRACTORS, INC. OF CHICAGO, ILLINOIS FOR THE WATER RESERVOIRS A & B MIXING SYSTEMS REPAINT AND MISCELLANEOUS REPAIRS PROJECT

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

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

WHEREAS, on February 7, 2025, staff published the bidding documents for the Water Reservoirs A & B Mixing Systems Repaint and Miscellaneous Repairs Project (the "Project"), the scope of which includes the mixer installations, wet interior piping, repaint, and miscellaneous repairs for the Village's 3,500,000-gallon concrete reservoir (A) and 4,000,000-gallon concrete reservoir (B) and exterior appurtenance repainting;

WHEREAS, from the list of five (5) bids that were received on or before the February 24, 2025, deadline, the Village's consulting engineer for the Project, Dixon Engineering, Inc., has reviewed the same and further recommends the award of contract to Era Valdivia Contractors, Inc. of Chicago, Illinois, (the "Company") in the amount of \$199,160.00, and as further detailed in the Contract (the "Contract") attached hereto and incorporated herein as Exhibit A;

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

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

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

Section One – Recitals

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

Section Two – Award of Contract

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six – Waiver of Bidding Process

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

Section Seven - Acts of Village Officials

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

Section Eight – Effective Date

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

Section Nine - Publication

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

Section ten – Conflict Clause

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

Section Eleven – Saving Clause

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

Section Twelve – Recording

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

PASSED THIS 11th day of March 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 11th day of March 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Contract]



REVIEW OF CONTRACTS

Awarding Agency:

VOB

Type of Contract:

Const. Svcs.

Department:

Public Works

Program/Account Number:

451-91100

Awarded Contract Price:

\$199,160.00

Budgeted Amount:

\$300,000

CONTRACT AMOUNT

☐ Under \$20,000

☐ \$500,001 - \$1,000,000

☒ \$20,000 - \$500,000

☐ Over \$1,000,000

NOTES

Resolution #PW-WTR-RESVRA-B-R-2289
Reservoirs A & B RePaint and
Misc. Repairs Project

DEPARTMENT DIRECTOR SIGNATURE

Name:

Prindys O'Malley

Date:

3/4/25

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 _____

VILLAGE OF OAK BROOK, ILLINOIS
3,500,000 GALLON CONCRETE RESERVOIR (A)
WET INTERIOR PIPING REPAINT
AND MISCELLANEOUS REPAIRS

4,000,000 GALLON CONCRETE RESERVOIR (B)
WET INTERIOR PIPING REPAINT
EXTERIOR APPURTENANCE REPAINT
AND MISCELLANEOUS REPAIRS

BID DATE: FEBRUARY 26, 2025

BID TIME: 2:00 P.M.

CONTRACT NO. 13-22-24-01,02-24

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SECTION 00 00 30
NOTICE to BIDDERS

Separate sealed Bids are solicited for the following project:

Project Name: **3,500,000 Gallon Concrete Reservoir (A)**
 Wet Interior Piping Repaint
 And Miscellaneous Repairs

4,000,000 Gallon Concrete Reservoir (B)
Wet Interior Piping Repaint
Exterior Appurtenance Repaint
And Miscellaneous Repairs

Note: This project name is to be understood to include the entire scope of project as defined and detailed by these specifications and Contract Documents.

Separate sealed bids will be received by the Owner and then publicly opened and read aloud at:

Bids Sent To: **Rania Serences, Purchasing & Budgeting Coordinator, Village of Oak Brook, 12000 Oak Brook Road, Oak Brook, Illinois 60523**

Bid Opening Date: **February 26, 2025**

Bid Opening Time: **2:00 P.M. (local time)**

Bid Opening Site: **Village of Oak Brook, SE Dean Boardroom, 1200 Oak Brook Road, Oak Brook, Illinois 60523**

Complete digital project bidding documents will be available at www.questcdn.com. Download the digital plan documents for a non-refundable fee of \$100 by inputting Quest Project No. 9523699 on the website's Project Search page. Please contact QuestCDN.com at (952) 233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information.

For further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders, and if applicable Supplemental Instructions to Bidders, that are included in the Bidding Requirements.

Note 1: The Engineer assumes no responsibility to supply Builders Exchanges and similar plan review rooms with all addenda issued. An attempt will be made to do so; however, only registered plan holders will be notified by email of expected or late term addendum with short preparation times.

Note 2: Prequalification of BIDDERS - Dixon Engineering will review qualifications of all Contractors and determine their status. Contractors will be prequalified for different sized tanks and towers based on experience, workmanship, successful Project completions with DIXON and Contractor's financial data. Prequalification protocol is in the Instructions to Bidders. Any Contractor who has any projects in dispute or unfinished because of Contract problems will be considered NOT prequalified. Disqualification will result in the return of any handling fee for Bidding Documents.

SECTION 00 00 40

PROJECT SUMMARY

PART 1 – GENERAL

This Project Summary is an overview of the entire Project and is intended, but is not guaranteed, to place all project specifics in one location to aid Bidders.

1.01 SCHEDULE and LIQUIDATED DAMAGES

The Contractor is to abide by the following schedule:

Commence work on or after April 15, 2025.

Work hours are Monday through Saturday, 7:00 AM to 6:00 PM.

Substantial Completion by November 1, 2025 including cure and disinfection time.

Only one reservoir can be out-of-service at a time. The Owner will require seven days between work on the reservoirs for refilling the first reservoir, testing, and draining the second reservoir.

The reservoirs may be out-of-service for a maximum of 40 days. Out-of-service service days do not include time between reservoirs.

Liquidated damages are applicable and begin after 40 days out-of-service or after Substantial Completion date whichever is the earlier date. Liquidated damages at \$1,250/calendar day is to apply after this date. Ready for Final Payment Date is to be thirty (30) days after date Substantial Completion Date based on out-of-service days or scheduled Substantial Completion, or as adjusted by Change Order, or actual Substantial Completion if earlier. Liquidated damages after Ready for Final Payment Date of \$250/day is to apply. Liquidated damages are cumulative if damages from Substantial Completion and Ready for Final Payment overlap. In addition, Special Damages, fines, or Set-Off may also apply per Bid/Agreement Form.

1.02 SCOPE of WORK

Tank Information:

Reservoir A:

The structure is a 3,500,000 gallon underground concrete reservoir with an approximate diameter of 153 ft. and an approximate sidewall height of 25 ft. located at 1915 York Rd. in Oak Brook, Illinois.

Reservoir B:

The structure is a 4,000,000 gallon underground concrete reservoir with an approximate diameter of 151 ft. and an approximate sidewall height of 30 ft. located at 2710 Meyers Rd. in Oak Brook, Illinois.

The work includes:

Reservoir A:

Wet Interior Piping: Abrasive blast clean to a SSPC-SP10 near-white metal standard. Apply a three (3) coat zinc epoxy system.

Wet Interior Exposed Rebar: Abrasive blast clean to a SSPC-SP10 near-white metal standard. Apply a two (2) coat epoxy system.

Mixer: Install two (2) mechanical mixers.

Repairs:

- 1) Replace the wet interior roof hatch.
- 2) Install a silt stop with deflector bars on the draw pipe.
- 3) Adjust the fall prevention device on the wet interior ladder.
- 4) Install roof vents.

Reservoir B:

Wet Interior Piping: Abrasive blast clean to a SSPC-SP10 near-white metal standard. Apply a three (3) coat zinc epoxy system.

Exterior Appurtenances: Abrasive blast clean the roof vents and overflow pipe to a SSPC-SP6 commercial standard with containment. Apply a three (3) coat zinc epoxy urethane system.

Mixer: Install two (2) mechanical mixers.

Repairs:

- 1) Install a concrete curb extension for the roof hatch.
- 2) Install deflector bars on the draw pipe.

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INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. Issuing Office – The office from which the Bidding Documents are to be issued, and which registers plan holders.
 - B. Owner's Office – The office where the bidding procedures are to be administered.

ARTICLE 2 – BIDDING DOCUMENTS

- 2.01 The Bidder is to obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is the Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Notice to Bidders, from the Issuing Office. Registered plan holders will receive Addenda issued by the Owner.
- 2.04 The Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.05 Electronic Documents
- A. When the Notice to Bidders Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified. (Sealed master copy of Bid documents held by Owner.)
 - 1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version 9.0 or later. It is the intent of DIXON and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and DIXON cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and DIXON cannot and do not guarantee that Electronic Documents and

reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.05A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
 - 1. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

ARTICLE 3 – QUALIFICATIONS/PREQUALIFICATIONS OF BIDDERS

- 3.01 Coating projects require competent, financially solvent Contractors who complete projects on time. These projects deal with the health and safety of the public, have a short availability time, and include dangerous work; therefore, the Owner will only consider prequalified Contractors. Bidders not prequalified may be considered non-responsive and bids may be returned, unopened or opened. Bidders who are not prequalified may not be awarded the project if there is insufficient time (30 days) to complete a thorough review or may be awarded at solely at Owner's discretion.
 - A. Requirements for prequalification are:
 - 1. On tanks of 1,000,000 gallons or smaller, successful completion of at least ten projects of like or larger size in the last five years. On tanks larger than 1,000,000 gallons, five projects of like size that have been successfully completed in the last five years.
 - 2. The experience list is to be based on the type of project being Bid. If the project is for a reservoir, then the experience list is to contain the required number of projects for reservoirs only; if Project is for an elevated tank, then elevated only; wastewater, wastewater only; clarifier, clarifier only.
 - 3. All projects listed by a Bidder that have been completed by that bidder under the company name in which they will be bidding this project. If the Bidder has completed the project(s) under a different company name, then the name under which the project(s) was completed is to be noted.
 - 4. Bidders are to furnish proof that they are bondable for the size of the project they are bidding on and furnish proof of their bonding company's rating.
 - B. DIXON will review submitted data to determine if Bidder meets prequalification requirements. QP1 or QP2 certification by Association for Material Protection and Performance (AMPP) is an alternate method of prequalification, except for the experience list and financials. Any information found to be false, incorrect, or embellished (determination of embellishment will be solely in opinion of Engineer) will be sufficient reason for disqualification.
 - C. New Bidders can apply for prequalification; however, they must be able to prove that they are bondable, provide a certified financial statement (most recent fiscal quarter), provide a complete equipment list; and a list of manpower, including work experience and the contractor(s) for whom they have worked. From this information, an

evaluation and recommendation will be made by DIXON using economic ratios and comparisons regarding project size, equipment, manpower available, and foreman's experience. A determination will then be made by the Owner as to whether-or-not the Bidder is qualified to perform the Project.

- D. Any prequalified Contractor (by DIXON or AMPP) who has pending litigation against him for work not completed on a project or for failed work on a project may be subject to disqualification.
- E. In addition, the Owner may make further investigations into the Bidder's prequalification, including compliance with human resource programs, as well as OSHA and environmental histories. The Owner also may review elements of the prequalification and determine if experience is generic to and specific to the Project. Furnish the Owner information, data, or certifications requested.

3.02 Disqualification:

A Contractor may be ineligible for prequalification if the Contractor has ever been Disqualified by any State or Federal Agency, prequalification of that Contractor is revoked for Work in the Disqualifying State, or for Federal Work from Disqualifying Agency. In the case of a prior disqualification, upon the expiration of the prescribed disqualification period, the Contractor may apply for reinstatement of Prequalification by the Disqualifying State or with the Disqualifying Federal Agency. By submitting their bid, the Bidder certifies that they are not currently disqualified or rejected from submitting bids in the state or political subdivision of the state where the Project is located or with the Federal Agency for whom the Work is being bid.

3.03 If not Prequalified; to demonstrate Bidder's qualifications to perform the Work, and at least ten (10) days prior to Bid Opening, Bidder is to submit the following information:

- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
- B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
- C. Bidder's state license or other contractor license number, if applicable.
- D. Subcontractor and Supplier qualification information.
- E. A completed Qualification Form and supporting documentation.
- F. Other required information regarding qualifications.
- G. A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- H. No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4 – PRE-BID CONFERENCE

SEE SUPPLEMENTAL INSTRUCTIONS to BIDDERS

ARTICLE 5 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 Site and Other Areas

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by the Contractor.

5.02 Existing Site Conditions

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
 - 1. There are no reports or drawings that contain Technical Data.
 - 2. There are no reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
- B. Underground Facilities – The only known Underground Facilities may be piping pits unless noted in the Supplemental Conditions.
- C. No Site-related documents are available.

5.03 Site Visit and Testing by Bidders

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas sufficient to complete the bidding documents properly and adequately. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

5.04 Owner's Safety Program

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions or included as an attachment in these Bid Documents.

5.05 Other Work at the Site

- A. Reference is made to the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents.

ARTICLE 6 – BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Express Representations and Certifications in Bid Form, Agreement

- A. The Bid/Agreement Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and

certifications and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.

- B. If the Bidder is awarded the Contract, Bidder (as Contractor) will automatically reaffirm representations and certifications when it executes the Bid/Agreement.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 The Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 The Bidder shall submit all questions about the meaning or intent of the Bidding Documents to DIXON in writing. Contact information and submittal procedures for such questions are to be made to the Issuing Office.
- 7.03 Interpretations or clarifications considered necessary by DIXON and in DIXON's sole judgement, in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
 - A. Addenda may be electronically issued within five days of opening of Bids if Addenda is considered clarification only.
 - B. The only Addenda issued within three days of the bid will be a notice to reschedule opening of Bids, or to cancel opening of Bids. Bids already in transit will be returned unopened or held unopened if requested by the Bidder until a new date for opening of Bids.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of ten (10) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Article 6 of the General Conditions, or in the form of a Certified check made payable to Owner. A check is considered a stopgap measure only and is to be replaced by a Bid Bond as soon as practical. As an alternative to replacement Contractor must demonstrate that they can procure the required Construction Bonds.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other Conditions Precedent of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security (Conditions Precedent) within 10 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole as a Liquidated Damage.

- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 The Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.
- 8.05 Bid Bonds will not be returned, but allowed to expire sixty-one days after Bid opening, unless notified by Owner.
- 8.06 Bid security in the form of a certified check have in the past been overlooked when following Paragraphs 8.02 –8.04 permit return, without intent, because the Certified checks were kept in a different location than the Bonds. It is the Bidder's responsibility to track the location and secure the return of their check.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Bid/Agreement and in Project Summary.
- 9.02 Provisions for Liquidated Damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement and in Project Summary.

ARTICLE 10 – SUBSTITUTE AND “OR EQUAL” ITEMS

- 10.01 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder's sole risk.
- 10.02 Parity of Bids - The Technical Specifications are intended to be primarily Performance based. There are instances where the Specifications appear to be Prescriptive.
- A. As an example, in some Specifications we require dehumidification on the interior projects to a specific humidity. That is Performance based but then DIXON specifies a minimum size dehumidification unit, say 7,500 cfm, which may appear to be Prescriptive. Specifying the minimum size dehumidification unit in this example is an attempt at BID PARITY. There is no guarantee that 7,500 cfm will maintain the required humidity level, only that all Bidders at least as a minimum include the cost of rental and operation of that size unit.
- B. It is the Contractors responsibility to supply equipment and materials as needed to complete the project as specified.

ARTICLE 11 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or

Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to the Owner a list of the Subcontractors or Suppliers proposed and the item of Work they are proposed to do.
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or DIXON, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder.

ARTICLE 12 – PREPARATION OF BID

- 12.01 The Bid/Agreement Form is included with the Bidding Documents. Additional copies are available from the Issuing Office.
 - A. DIXON has combined the Bid and Agreement Form. While preparing the Bid documents, use caution to remain in the Bid portion and not the Agreement.
 - B. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialled in ink by the person signing the Bid Form. A Bid price must be indicated for each section, bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - C. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder is to prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.

- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture will not be accepted.
- 12.08 All names must be printed legibly below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. The Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13 – BASIS OF BID

13.01 Unit Price

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form. Where a quantity is not specified (i.e., exterior paint), consider the quantity as one, or a lump sum line item.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with the General Conditions.
- C. Owner is exempt from and will not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Bid Price will include all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. Bidders will not be entitled to any claim or right to additional compensation by reason of the payment of any such tax, contribution, or premium.

13.02 Discrepancy in Bid and Corrections

Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the math corrections. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. See Schedule of Values for further determinations.

ARTICLE 14 – SUBMITTAL OF BID

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form and Schedule of Values. The unbound copy of the Bid Form and Schedule of Values is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 4 of the Bid Form. If Bidding documents were issued electronically, it is the Bidder's responsibility to print the Bid Form and submit as directed above. The Bid Form is identified herein as Bid/Agreement Form but is only a Bid Form until signed by Owner as an Agreement.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the required Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement. Failure to meet the requirements of this paragraph is sufficient reason to disqualify the bidder.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and may be returned to the Bidder unopened.

ARTICLE 15 – MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Dependent upon the timing of receipt of such notice, the unopened Bid may be returned to the Bidder. If the Bid is opened, then the Bidder must comply with Paragraph 15.03 below. There is no guarantee that Notice is sufficient or timely if sent by text or email.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. If the Project is rebid, the Bidder who withdraws their bid may be disqualified from submitting a new Bid, at the sole discretion of the Owner.

ARTICLE 16 – OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the Notice to Bidders and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders upon written request to DIXON.

ARTICLE 17 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but the Owner may, in its sole discretion, release any Bid and allow the Bid security to expire prior to the end of this period.

ARTICLE 18 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 The Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. The Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 The Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsive.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or DIXON, then Owner will reject the Bid as nonresponsive.
- 18.04 If the Owner awards the contract for the Work, such award will be to the responsive Bidder submitting the lowest responsive Bid as determined in the Owner's sole and absolute discretion.
- 18.05 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
 - C. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders including prequalified Bidders, and any proposed Subcontractors or Suppliers. Prequalification by DIXON does not guarantee that Owner after investigation will determine the same Contractor to be qualified. The Owner's sole determination will govern.

ARTICLE 19 – BONDS AND INSURANCE

- 19.01 Article 6.01 of the General Conditions, as may be modified by the Supplementary Conditions Article SC 6.01, sets forth Owner's requirements as to Performance, Payment, and Maintenance bonds, and other required bonds (if any). Article 6.02 and subsequent Articles concerning insurance and Article 7, the Indemnification requirements have been moved to Supplemental Conditions Paragraph 6.02 and subsequent respective insurance related Article numbers. When the Successful Bidder delivers the executed Notice of Award to Owner, the signed Award is to be accompanied by required bonds and insurance documentation.
- 19.02 DIXON has relocated the entire insurance and indemnification requirements to the Supplemental Conditions, in one location. The Contractor, to save Award time is recommended to forward the entire insurance section to their insurance agents each time.

ARTICLE 20 – SIGNING OF AGREEMENT

- 20.01 The Articles of these Instructions as prepared by EJCDC consider a formal "Closing" or contract signing meeting. All references to a Closing, contract signing event, are intended to be deleted. Notice of Award will be issued by Owner, all requirements of Conditions Precedent (bonds and insurance) will be completed by contractor within 10 days after issuance of Notice of Award and forwarded to DIXON who will then compile Contract Documents. Three sets of documents will be sent to Owner for signature and distribution. One executed copy will be retained, one executed copy will be sent to the Contractor and one to DIXON. There will be no meeting for signing unless required by the Supplemental Instructions.
- 20.02 This Bidding Document contains a combined Bid/Agreement form. The Bidder signs Article 1 as Bidder. The Owner will issue a Notice of Award and request Bonds and insurance and possibly other items (Conditions Precedent). When the Conditions Precedent are met, the Owner signs Article 2 of the Bid/Agreement making the document an Agreement Document.
- 20.03 The executed copy will be accompanied by three copies of the signed Notice to Proceed. Within five days of the date on the Notice to Proceed, the Bidder will sign the Notice to Proceed and return a copy to DIXON. If DIXON does not receive the accepted Notice to Proceed in five days, then the Notice to Proceed will be considered accepted by default. The Notice to Proceed will be dated on or around the contract date. The actual contract start date, completion date, etc. will be the same as the Effective Agreement Date, or as noted in the Project Summary.
- 20.04 Notice of Award; Effective Date of Award (Effective Date of Agreement): If the Contract is awarded by Owner, such award is to be effective when the Notice of Award

has been delivered to the successful Bidder ("Effective Date of Award"). The Effective Date of Agreement is the date the BID/Agreement is signed by the Owner.

- 20.05 The acknowledgement of the Notice of Award, the submittal of additional requested materials, the Contractor's Certifications, and acceptable certificate(s) of insurance and Performance, Payment, and Maintenance Bonds are to be considered Conditions Precedent to the Contract.
- 20.06 Failure to timely execute or submit any of the Conditions Precedent is to be grounds for the imposition of Liquidated Damages. The Liquidated Damages will be equal to the Bid Security. If the submitted documents or any of them fail to comply with these Instructions or Supplemental Instructions to Bidders, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.
- 20.07 In no event will the Owner execute the Agreement until any and all such deficiencies have been cured or the Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.
- 20.08 Subsequent Awards: Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

ARTICLE 21 – NON-DISCRIMINATION

- 21.01 All Bidders are to, in their completion of Bids and formulation of Bid Price, comply with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate will apply to this Contract); any other prevailing wage laws; 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., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act.
- 21.02 Bidders are to, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract.
- 21.03 Successful Bidders are to, if requested, submit a list of all subcontractors who will perform work on the Project and written signed statements from authorized agents of the labor pools with which they will or may deal for employees on the work, together with supporting information to the effect that said labor pools' practices and policies are in conformity with Equal Employment Opportunity, including latest federal and local policies. Labor pools will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employees seeking employment and

performing work under the Contract, or a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish same prior to award of the Project.

- 21.04 Successful Bidders are to comply in all respects with the Labor Standards Contract Provisions regarding non-discrimination on this Project.
- 21.05 Bidder agrees that in the hiring of employees for the performance of work under this Agreement or any sub-agreement, neither the Contractor, nor any Subcontractor, nor any person acting on behalf of either, is to by reason of race, creed, or color, discriminate against any citizen in the employment of labor or workers who are qualified and available to perform the work to which the employment relates; nor that the Contractor, or any Subcontractor, or any person acting on behalf of either, in any manner discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, or color.

ARTICLE 22 – NON-COLLUSION

- 22.01 Collusion between Bidders will be cause for rejection of affected bids and may be cause for rejection of all bids. Multiple bids submitted by one bidder under the same or different names, whether as individual, firm, partnership, corporation, profit or non-profit, affiliate, or association will be cause for rejection of bids. A subcontractor is not a Bidder, and they may submit prices to multiple Bidders.

ARTICLE 23 – ALTERNATE BIDS OR RESTRICTIONS ON BIDS

- 23.01 Items that affect the scope of the Project and are not addressed by addenda will not be accepted as an alternate bid.
- 23.02 Alternate bids will automatically be considered non-responsive.
 - A. Such bids may be examined prior to Project award and may result in bid cancellation, followed by new bids, including the alternate.
 - B. Discounts to the Owner for payment within a stipulated time will not be considered conditional or qualified bids. Discounts will be accepted, but not considered in the bid price evaluation for the bid award.
 - C. Interest clauses will be considered a qualified bid.

ARTICLE 24 – CONTRACTOR'S RESPONSIBILITIES

- 24.01 Sales Tax
 - A. The Owner is exempt from payment of sales and compensating use taxes in the state and of cities and counties thereof on all materials to be incorporated into the Work.
 - 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 - 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

SECTION 00 22 13

SUPPLEMENTAL INSTRUCTIONS to BIDDERS

ARTICLE 4 – PRE-BID CONFERENCE

- 4.01 A pre-bid conference will not be conducted for this Project.
- A. All access to the site must be coordinated through the Owner. Bidder must conduct the site visit during normal working hours.
 - B. Information presented during the site visit does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the visit. Information presented, and statements made during the visit will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 11 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.05 Prevailing wages are required.

ARTICLE 21 – NON-DISCRIMINATION

- 21.01 All Bidders are to, in their completion of Bids and formulation of Bid Price, comply with all applicable statutes, ordinances, rules, and regulations, including some, but not all without limitation:
- A. The Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate will apply to this Contract), any other prevailing wage laws.
 - B. The fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes including, without limitation, the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.
 - C. State Prompt Payment Act 030 ILCS 0540 74 IAC 0900.0010-0140
 - D. Drug Free Workplace Act 030 ILCS 0580
 - E. The Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.
 - F. 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.
 - G. The Americans with Disabilities Act of 1990, 42 U.S.C §§12101 et seq.
 - H. The Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.
 - I. The Public Works Discrimination Act, 775 ILCS 10/1 et seq.
 - J. Any statutes regarding safety or the performance of the Work, including:
 - 1. The Illinois Underground Utility Facilities Damage Prevention Act, and
 - 2. The Occupational Safety and Health Act, and
 - 3. Substance Abuse Prevention on Public Works Projects Act.
- 21.02 All Bidders are to review 01 11 00 Project Summary for further requirements concerning the inclusion of the following State Acts and laws:
- A. Employment of Illinois Workers on Public Works Act (Illinois Preference Act) 030 ILCS 0570.
 - B. Business Enterprise for Minorities, Females, and Persons with Disabilities Act 030 ILCS 0575 44 IAC 0010.0005-0100.

C. Illinois Works Job Program Act 30 ILCS 559/Art. 20 The Illinois Works
Apprenticeship Initiative.

21.05 Non-discrimination in Employment is required.

DuPage County Prevailing Wage Rates posted on 1/15/2025

						Overtime										
Trade Title	Rg	Type	C	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
ASBESTOS ABT-GEN	All	ALL		50.15	51.15	1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	All	BLD		41.27	44.57	1.5	1.5	2.0	2.0	15.84	16.02	0.00	0.90		3.11	6.21
BOILERMAKER	All	BLD		55.76	60.77	2.0	2.0	2.0	2.0	6.97	26.44	0.00	3.34	1.95	0.00	38.26
BRICK MASON	All	BLD		52.06	57.27	1.5	1.5	2.0	2.0	12.70	24.54	0.00	1.24	0.00	3.99	7.98
CARPENTER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
CEMENT MASON	All	ALL		52.00	54.00	2.0	1.5	2.0	2.0	17.81	23.00	0.00	1.15		2.00	4.00
CERAMIC TILE FINISHER	All	BLD		47.09	47.09	1.5	1.5	2.0	2.0	13.00	16.82	0.00	1.09	0.00	5.17	10.34
CERAMIC TILE LAYER	All	BLD		54.84	59.84	1.5	1.5	2.0	2.0	13.00	20.68	0.00	1.17	0.00	7.15	14.30
COMMUNICATION TECHNICIAN	All	BLD		39.35	42.15	1.5	1.5	2.0	2.0	14.65	24.59	3.20	0.83	0.00	14.32	28.62
ELECTRIC PWR EQMT OP	All	ALL		50.82	69.34	1.5	1.5	2.0	2.0	7.25	14.22	0.00	1.52	1.52	8.63	17.26
ELECTRIC PWR GRNDMAN	All	ALL		39.04	69.34	1.5	1.5	2.0	2.0	7.25	10.93	0.00	1.17	1.17	6.63	13.27
ELECTRIC PWR LINEMAN	All	ALL		61.09	69.34	1.5	1.5	2.0	2.0	7.25	17.10	0.00	1.83	1.83	10.38	20.76
ELECTRIC PWR TRK DRV	All	ALL		40.46	69.34	1.5	1.5	2.0	2.0	7.25	11.33	0.00	1.21	1.21	6.87	13.75
ELECTRICIAN	All	BLD		47.16	51.41	1.5	1.5	2.0	2.0	14.65	28.19	7.36	1.20		18.39	36.76
ELEVATOR CONSTRUCTOR	All	BLD		67.84	76.32	2.0	2.0	2.0	2.0	16.18	20.96	5.42	0.75		0.00	0.00
FENCE ERECTOR	NE	ALL		51.00	53.00	1.5	1.5	2.0	2.0	13.74	18.32	0.00	0.75		0.00	0.00
GLAZIER	All	BLD		51.55	53.05	1.5	2.0	2.0	2.0	15.64	26.18	0.00	2.27	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		55.02	58.32	1.5	1.5	2.0	2.0	15.84	19.01	0.00	0.90		4.60	9.20
IRON WORKER	All	ALL		59.26	62.76	2.0	2.0	2.0	2.0	18.30	26.31	0.00	0.49	0.00	0.00	0.00
LABORER	All	ALL		50.15	50.90	1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
LATHER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
MACHINIST	All	BLD		58.39	62.39	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	ALL		39.50	53.55	1.5	1.5	2.0	2.0	12.70	22.32	0.00	0.73	0.00	2.88	5.76
MARBLE SETTER	All	BLD		51.00	56.10	1.5	1.5	2.0	2.0	12.70	24.01	0.00	0.92	0.00	3.73	7.45
MATERIAL TESTER I	All	ALL		40.15		1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
MATERIALS TESTER II	All	ALL		45.15		1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00

DuPage County Prevailing Wage Rates posted on 1/15/2025

MILLWRIGHT	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	1	60.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	2	59.50	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	3	56.95	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	4	55.20	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	5	64.55	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	6	61.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	7	63.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT		50.50	50.50	1.5	1.5	2.0	2.0	23.95	21.40	2.00	2.85	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	1	59.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	2	58.45	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	3	56.40	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	4	55.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	5	53.80	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	6	62.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	7	60.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
ORNAMENTAL IRON WORKER	All	ALL		57.51	60.51	2.0	2.0	2.0	2.0	14.31	26.50	0.00	2.00	0.00	0.00	0.00
PAINTER	All	ALL		53.05	55.05	1.5	1.5	1.5	2.0	16.08	9.90	0.00	1.65	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		45.49	51.09	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIIVER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
PIPEFITTER	All	BLD		57.00	60.00	1.5	1.5	2.0	2.0	13.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		52.00	55.12	1.5	1.5	2.0	2.0	12.70	24.23	0.00	1.18	0.00	4.22	8.43
PLUMBER	All	BLD		58.55	62.05	1.5	1.5	2.0	2.0	17.75	17.74	0.00	1.83		0.00	0.00
ROOFER	All	BLD		50.25	55.25	1.5	1.5	2.0	2.0	11.98	17.34	0.00	1.11	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		56.35	60.86	1.5	1.5	2.0	2.0	15.41	19.83	0.00	1.79	2.62	0.00	0.00
SPRINKLER FITTER	All	BLD		60.00	62.75	1.5	1.5	2.0	2.0	14.95	19.40	0.00	1.10	0.00	0.00	0.00
STEEL ERECTOR	All	ALL		59.26	62.76	2.0	2.0	2.0	2.0	18.30	26.31	0.00	0.49	0.00	0.00	0.00
STONE MASON	All	BLD		52.06	57.27	1.5	1.5	2.0	2.0	12.70	24.54	0.00	1.24	0.00	3.99	7.98
SURVEY WORKER	All	BLD		56.50	57.50	1.5	1.5	2.0	2.0	17.75	14.15	0.00	1.49		0.00	0.00

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SURVEY WORKER	All	HWY		56.50	57.50	1.5	1.5	2.0	2.0	17.75	14.15	0.00	1.49		0.00	0.00
TERRAZZO FINISHER	All	BLD		48.94	48.94	1.5	1.5	2.0	2.0	13.00	18.42	0.00	1.11	0.00	4.22	8.44
TERRAZZO MECHANIC	All	BLD		52.85	56.35	1.5	1.5	2.0	2.0	13.00	19.81	0.00	1.15	0.00	4.47	8.94
TRAFFIC SAFETY WORKER I	All	HWY		42.10	43.70	1.5	1.5	2.0	2.0	11.11	9.81	0.00	1.05	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	All	HWY		43.10	44.70	1.5	1.5	2.0	2.0	11.11	9.81	0.00	1.05	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	44.06		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	44.21		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	44.41		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	44.61		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TUCK POINTER	All	BLD		51.53	52.53	1.5	1.5	2.0	2.0	10.05	22.66	0.00	1.15	0.00	0.00	0.00

Legend

Rg Region

Type Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

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ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network),

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pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

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Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc,

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Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master

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Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

SURVEY WORKER

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.

SURVEY FOREMAN

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; and/or coordinates work of survey crews.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

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SECTION 00 50 00

BID/AGREEMENT FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid/Agreement Form with initial capital letters have the meanings stated in the Instructions to Bidders, Supplemental Instructions to Bidders (if applicable), the General Conditions, and the Supplementary Conditions.

ARTICLE 1 – BID/AGREEMENT SIGNATURES AND BID

1.01 By signing this Bid Proposal, Contractor acknowledges that this Bid Form becomes an Agreement upon acceptance and signature of Owner below in Article 2.

1.02 Receipt of Addenda – Bidder hereby acknowledges receipt of the following Addenda:
Attach sheet if more rows are needed.

Addendum Number	Addendum Date	SIGNATURE -Addendum Received
NO RECEIVED	to Date	

1.03 Base Bid – Bidder will complete the Work in accordance with the Contract Documents, including all labor and material, for the following Total price which is the Sum of prices from the Schedule of Values. Section 00 54 00:

One Hundred Ninety Nine Thousand 199,160.⁰⁰
One Hundred Sixty Dollars

Lump Sum Prices are based on the Schedule of Values – Section 00 54 00.

Unit Prices have been computed in accordance with the General Conditions and listed in Schedule of Values.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Bidder acknowledges that Lump Sum bids are actually itemized bids based on the Schedule of Values, and further agrees and acknowledges the alternatives and conditions set forth in the Schedule of Values.

1.04 This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

1.05 Bidder agrees that no less than the prevailing rate of wages as found by Owner or the Department of Labor or determined by the court on review, is to be paid to all laborers, workmen, and mechanics performing work under this Contract.

1.06 BIDDER hereby submits this Bid to:

Owner: Village of Oak Brook

Owner Address: 1200 Oak Brook Road, Oak Brook, Illinois 60523

Era-Valdivia Contractors, Inc.

Bidder:

By:

 (typed or printed name of organization)

(individual's signature)

Name:

Jose G. Valdivia, President

Title:

President

Date:

2-26-2025

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

Saul Valdivia

Title:

Corporate Secretary

Date:

2-26-2025

Address for giving notices:

11909 South Avenue O, Chicago, IL 60617

Bidder's Contact and Agent for Service or Process:

Name:

Jose G. Valdivia, President

Title:

President

Phone:

773-721-9350

Email:

josevaldivia@eravaldivia.com

(Email will be used for Electronic Document Transfer Protocol.)

All Business Entities

Date of Qualification to do business in Illinois [State Where Project is Located] is
3 \ 15 \ 1987

ARTICLE 2 – AGREEMENT SIGNATURES

2.01 Owner's signature as Party to Agreement, Changes Bidder's Status to Second Party to Agreement, Contractor.

AGREEMENT: IN WITNESS WHEREOF, Contractor has signed this Agreement as Bidder. Owner has signed Agreement in duplicate and one counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf. (a third copy or original has been delivered to DIXON)

This Agreement will be effective on, _____, _____ (which is the Effective Date of the Agreement)

OWNER: Village of Oak Brook

By: _____

Title: Village Manager

ARTICLE 3 – BIDDER TO CONTRACTOR

3.01 The above signed Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner by Owner signing above and transforming this Document into a combined Bid/Agreement Form and Bidder:

A. Agrees to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

1. Bidding Documents include:

- a. Bid/Agreement Form
- b. Notice to Bidders
- c. Instructions to Bidders
- d. Supplemental Instructions to Bidders
- e. Schedule of Values
- f. All Contract Document Sections as defined in Article 13.01A.1

B. Agrees to accept all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

C. Accepts all the terms and conditions of the combined Bid/Agreement form. (The Bid/Agreement form is an attempt to shorten the time period between submittal and award.) Bidder's signature is an acceptance of all terms of the Bid and Agreement sections.

ARTICLE 4 – ATTACHMENTS TO THIS BID

4.01 The following documents are submitted with and made a condition of this bid:

- A. Required bid security, including evidence of authority to do business in the state of the project; or a written covenant to obtain such authority within the time for acceptance of bids.
- B. Contractor's license number as evidence of bidder's state contractor's license or a covenant by bidder to obtain said license within the time for acceptance of bids.
- C. Bidder qualification statement with supporting data (submitted 10 days prior to bid opening), unless contractor is prequalified.
- D. Submit your firm's written Substance Abuse Prevention Program as detailed and required by Illinois Public Act 095-0635 Section 15.
- E. **Certification for SSPC's Coating Application Specialist Certification Program (CAS) as required by Illinois Administrative Code Title 35 Section 652.220 Corrosion Prevention at Community Water Supplies. Minimum of one (1) employee is required.**

ARTICLE 5 – TIME OF COMPLETION

5.01 Bidder agrees that the Work will be substantially complete and will be completed and Ready for Final Payment in accordance with the General Conditions on or before the

dates or within the number of calendar days indicated in this Bid Agreement, or in the Project Summary.

- 5.02 Bidder accepts the provisions of the Agreement as to Liquidated Damages, Special Damages, and Set-offs in the event of failure to complete the Work within the Contract Times, or within Milestone dates or in compliance with the specifications and General Conditions.

ARTICLE 6 – BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder’s Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings, if any.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work in the State required by the Bidding Documents (Project).
12. Bidder has been prequalified for projects of this design, size, and complexity, or submitted Qualification forms ten (10) days prior to Bid Opening.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

6.03 Affirmations of Bidder Transferred to Contractor

- A. All references to Bidder in Paragraph 6.01 and 6.02 in these affirmations, representations, and certifications will change to the term Contractor if this Bid becomes an Agreement.

ARTICLE 7 – TIME REQUIRED TO EXECUTE AGREEMENT

- 7.01 Time Framework for Award Execution – The Owner will open bids on the bid date. After opening, no bid may be withdrawn or altered for sixty days, unless specifically stated elsewhere. The Owner may negotiate with the low Bidder and mutually both parties may alter bid (i.e., partial award of project).

The Bidder will be notified of award within sixty days of bid date, unless stated elsewhere or mutually extended. Notice of Award form will be sent by fax, mail, or

email. Within ten business days of Notice of Award, supply the Engineer with three original sets of separate Payment, Performance, and Maintenance Bonds. Supply three original sets of Certificates of Insurance meeting requirements of Supplementary Conditions 6.02 – 6.07. Insurance companies and insurance forms must be standard to the industry and acceptable to the Owner. Failure to submit bonds and/or insurance within the time frame will be considered a default, a failure to perform as required by the Bid Bond. The Owner, at his option, may waive default, delay default, or proceed with capture of the Bid Bond as Liquidated Damages which will become the Owner's property.

Bonds and insurances are to be submitted to the Engineer for review. The Owner will within twenty days of receipt of approved bonds and insurances from the Engineer execute the Agreement and send a signed copy to the Contractor.

The executed copy will be accompanied by three copies of the Notice to Proceed. Within five days of the date on the Notice to Proceed, the Bidder is to sign the Notice to Proceed and return a copy to the Engineer. If the Engineer does not receive the accepted Notice to Proceed in five days, then the Notice to Proceed will be considered accepted by default.

The Notice to Proceed will be dated on or around the Effective Date of Agreement.

ARTICLE 8 – BID ACCEPTANCE

8.01 Bid Acceptance:

- A. The above Bid is accepted by the Owner and is to become a Contract Agreement binding on all parties after signing by an authorized representative of the Owner in Article 2 of this Bid/Agreement Form.
- B. All references in the second portion of this form are Agreement terminology. Bidder is now referred to as Contractor. Where appropriate, the term Bidder in the Bid/Agreement form is changed to Contractor.

ARTICLE 9 – ENGINEER

- 9.01 The Owner has retained Dixon Engineering, Inc. (DIXON) to act as Owner's representative, assume all duties and responsibilities of Engineer, and RPR, and have the rights, limitations of responsibility, and authority assigned to Engineer in the Contract.

ARTICLE 10 – CONTRACT TIMES

10.01 Time is of the essence:

- A. All time limits for Milestones, if any, Substantial Completion, and completion and Readiness for Final Payment as stated in the Project Summary and these Contract Documents are of the essence of the Contract.
- B. The Work is to be Substantially Completed and completed and ready for Final Payment on or before the dates or time period as required by the Project Summary.

10.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in the Project Summary 00 00 40, plus any extensions thereof allowed in accordance with the General Conditions and approved Change Order. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or

arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that Liquidated Damages are for delay (but not as a penalty) and agree to the Liquidated Damages listed in the Project Summary 00 00 40.

- B. If Milestones are identified in the Project Summary 00 00 40 as essential to the proper sequencing/or coordination of work with others, or to the successful compliance with the project Substantial Completion date, Liquidated Damages are identified in the Project Summary.
- C. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are additive, and will be imposed concurrently.

10.03 Special Damages

- A. Contractor is to reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in the Project Summary for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor is to neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor is to reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), and if necessary to hire other Contractors to complete portions of the Work, until the Work is completed and ready for final payment.
- C. The Special Damages imposed in this paragraph are supplemental, in addition to, any Liquidated Damages for delayed completion established in this Agreement.

ARTICLE 11 – CONTRACT PRICE

11.01 Owner is to pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Schedule of Values and this Bid/Agreement.

11.02 As provided in the General Conditions Section 00 72 00, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 12 – PAYMENT PROCEDURES

12.01 Submittal and Processing of Payments

- A. Contractor is to submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by DIXON as provided in the General Conditions.

12.02 Progress Payments; Retainage

- A. Owner is to make progress payments based on Contractor's Applications for Payment once each month during performance of the Work as provided in Paragraphs 12.02.A.1 through 12.02.A.5 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the

Contract. All such payments will be measured by the Schedule of Values established and by protocol as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Conditions. The following is a protocol used for partial completion of an individually listed lump sum item.

- Type text here
1. The wet interior, surface preparation by abrasive blast cleaning will be considered equal to 40 percent of the Line Item and each coat of paint 20 percent.
 2. Exterior painting and repairs will not be broken down. 100 percent completion is required before they will be considered for payment.
 3. Mobilization is included in the surface preparation allotment for the items above.
- B. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated above but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to Liquidated Damages, in accordance with the Contract. Retainage to be held as follows: 10% of the dollar value through 50% completion; 5% of the dollar value through 100% completion.
- C. Upon Substantial Completion, Owner is to pay an amount sufficient to increase total payments to Contractor to 90 percent of the Work completed, less such amounts set off by Owner pursuant to the General Conditions, and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

12.03 Final Payment, Consent of Surety

- A. Upon final completion and acceptance of the Work in accordance with the General Conditions, Owner is to pay the remainder of the Contract Price as recommended by Engineer.
- B. Owner reserves the right to not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release. Determination to require Consent will be based on the Engineer's sole decision as to the level of confidence in Contractor's Work practices, their payment of employees, certified payrolls (when required), or the potential of future claims against the Owner or Contractor.
- C. Nothing in this Article 12 imposes a requirement on the Contractor to submit once monthly invoices or statements. This article establishes the protocol to follow if requesting Partial Payments. The Contractor, at their option may submit one final pay request per Article 15 of the General Conditions Section 00 72 00.

ARTICLE 13 - CONTRACT DOCUMENTS

13.01 Contents

- A. The Contract Documents consist of the following:
 1. Contractor's Completed Bid/Agreement Form Section 00 50 00 including all certifications and required forms, Schedule of Values Section 00 54 00 and:
 - a) Project Summary.
 - b) Addenda as listed on page 1 of this Contractor's Completed Bid Agreement Form. Prebid meeting (if any) is not part of the Contract Documents. Any changes necessitated because of the Prebid Meeting would result in the issuance of an Addendum.
 - c) General Conditions and Supplementary Conditions.

- d) Technical Specifications and Drawings (if any) as listed in the table of contents for Technical Specifications.
- 2. Documents submitted by Contractor as a Condition precedent to award:
 - a) Performance bond.
 - b) Payment bond.
 - c) Maintenance (Warranty) bond.
 - d) Certificate of Insurance.
- 3. Exhibits to this Agreement which were part of the Bid Documents:
Non-Collusion Affidavit, Contractor Certification, Certification for Contract, Certificate of Compliance with Section 11-42-.1 of the Illinois Municipal Code.
- 4. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a) Notice to Proceed.
 - b) Preconstruction Meeting Minutes
 - c) Work Change Directive(s).
 - d) Change Order(s).
 - e) Field Order(s).
- B. There are no Contract Documents other than those listed above in this Article 13.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 14 – MISCELLANEOUS

14.01 Assignment of Contract

- A. No assignment by a party hereto of any payment rights under or interests in the Contract will be binding on the Owner hereto without the written consent of the Owner; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

14.02 Successors

- A. Owner and Contractor each binds itself, its partners, successors, and legal representatives to the other party hereto, its partners, successors, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

14.03 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation is to be deemed stricken, and all remaining provisions is to continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents are to be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

NON-COLLUSION AFFIDAVIT

The Bidder is required to execute and submit with his Bid, the Non-Collusion Affidavit:

State of: Illinois

County of: Cook

Bid Identification: Village of Oak Brook - Concrete Reservoirs Wet Piping Repaint A and B

CONTRACTOR Era-Valdivia Contractors, Inc., being first duly sworn, deposes and says that he is (sole owner, a partner, president, secretary, etc.) of the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham BID, or that anyone shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or that of any other BIDDER, or to secure any advantage against the OWNER awarding the CONTRACT or anyone interested in the proposed CONTRACT; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, of divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed:

Era Valdivia

Subscribed and sworn to before me this the day of:

February 26, 2025

Seal of Notary:

[Signature]

"OFFICIAL SEAL"
CICIA MUNOZ
PUBLIC, STATE OF ILLINOIS
Commission Expires 02/27/2026

CONTRACTOR CERTIFICATION

Jose G. Valdivia, President, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from bidding and/or contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of 720 ILCS 5/33E-1 et seq.

Dated this 26th day of February, 2025.

Attest/Witness:

By: [Signature]
Title: Corp. Secretary

By: [Signature]
Title: President

Subscribed and sworn to before me this the 26th day of February, 2025.

My Commission Expires: 2-27-26

[Signature]

Notary Public

Seal



CERTIFICATION FOR CONTRACT

The undersigned, as a duly authorized representative of the Contractor, hereby certified to the (Client)
Village of Oak Brook Illinois, that the Contractor is fully aware of and able to comply with all Local, State,
and Federal Safety Laws and Regulations applicable for the construction of the Project known as (Project):

Village of Oak Brook - Concrete Reservoirs Wet Piping Repaint A and B

Jose G. Valdivia, President

Name

Era-Valdivia Contractors, Inc.

Company

2-26-2025

Date

CERTIFICATE OF COMPLIANCE WITH SECTION 11-42-.1

OF THE ILLINOIS MUNICIPAL CODE

The undersigned, upon being first duly sworn, hereby certifies to the (Client) Village of Oak Brook,
that Era-Valdivia Contractors, Inc. (Contractor) is not currently delinquent in the payment of any tax
administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined
under Chapter 24, Section 11-42-.1 Illinois Revised Statutes.

Era-Valdivia Contractors, Inc.

Name of Contractor

J. Valdivia

By

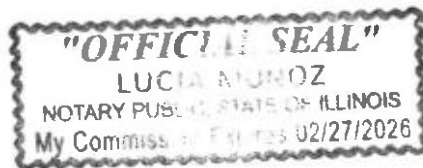
President

Title

Subscribed and sworn to before me this 26th day of February, 2025.

Lucia Munoz

Notary Public



SECTION 00 54 00
SCHEDULE of VALUES

1.01 LINE ITEMS

RESERVOIR A

A. Bidder agrees to perform all work as described in the Contract Documents, including all labor and material for the following items – Section 05 00 00:

1. ROOF HATCH
\$ 10,000.00
2. DRAW PIPE SILT STOP
\$ 1,800.00
3. ROOF VENTS
\$ 7,800.00

B. Bidder agrees to perform all work as described in the Contract Documents, including all labor and material for the following items – Section 09 00 00:

4. WET INTERIOR PIPING REPAINT
\$ 27,380.00
5. WET INTERIOR REBAR PAINTING
\$ 10,000.00

C. Bidder agrees to perform all work as described in the Contract Documents, including all labor and material for the following items – Section 13 00 00:

6. MIXER INSTALLATION – 2 MIXERS
\$ 42,900.00

RESERVOIR A TOTAL INCLUDING #1 THROUGH #6:

\$ 99,880.00

RESERVOIR B

A. Bidder agrees to perform all work as described in the Contract Documents, including all labor and material for the following items – Section 03 00 00:

1. ROOF HATCH CURB EXTENSION

\$ 12,000.⁰⁰

B. Bidder agrees to perform all work as described in the Contract Documents, including all labor and material for the following items – Section 09 00 00:

2. WET INTERIOR PIPING REPAINT

\$ 30,380.⁰⁰

3. EXTERIOR APPURTENANCE REPAINTING WITH CONTAINMENT

\$ 14,000.⁰⁰

C. Bidder agrees to perform all work as described in the Contract Documents, including all labor and material for the following items – Section 13 00 00:

4. MIXER INSTALLATION – 2 MIXERS

\$ 42,900.⁰⁰

RESERVOIR B TOTAL INCLUDING #1 THROUGH #4:

\$ 99,280.⁰⁰

RESERVOIR A TOTAL:

\$ 99,880.⁰⁰

RESERVOIR B TOTAL:

\$ 99,280.⁰⁰

PROJECT TOTAL:

\$ 199,160.⁰⁰

1.02 TOTALS

A. Project Total Base Bid is to match total Base Bid price supplied in Bid/Agreement form.

1.03 MISTAKES

A. Project Total of Schedule of Values paragraph should equal sum of individual items. If the addition of individual items does not match the total, then each individual item will be added again, and the math corrected.

- B. A mistake in addition for schedule items cannot be used to increase lump sum bid. If Bid correction results in an increased price, then Owner may accept, may request Bidder to reduce all individual item prices proportionally, or may reject Bid.
- C. Mistakes discovered after the Award, even after completion will adjust Price downward only. It is the Contractor/Bidders responsibility to recheck prices prior to Award.
- D. A mistake in the Schedule of Values may be used as evidence of error in any request to withdraw bids because of error. Approval of request to withdraw bids is covered in the Information for Bidders. This section is not intended to conflict any portion of the bid package. Approval of bid withdrawal will be based solely on the Owner's interpretation of the severity of the mistake.

1.04 CHANGES in SCHEDULE of VALUES by OWNER

- A. The owner reserves the right to delete any line item of Part 1.01 adjusted line item; except for coating work, at their sole discretion for any reason. All contract general costs (mobilization, demobilization, bonds, etc.) should be evenly distributed over the coating items which are not subject to deletion.
- B. The Bidder/Contractor is advised not to overload any specific deductible line item. It could result in loss of profit if the overload item is deleted.
- C. This deletion of items or not including alternates is an expressly stated reservation (a contractually agreed automatic negotiation). Any deletion of specific line items will be completed before selection of the lowest responsible/responsive Bidder. Change will be reflected in the Notice of Award (NOA).

1.05 NON-DELETABLE WORK BEFORE and AFTER NOA

- A. Bidders are advised that all line items except for base bid coating work may be deleted from the project prior to award. Any deletion of line items, or increase or decrease in unit cost items deemed necessary after the Notice of Award, will be completed through the Change Order procedure. Prices used in the Schedule of Values will be used in the Change Order adjustment.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Era Valdivia Contractors, Inc.
11909 South Avenue O
Chicago, IL 60617

SURETY:

(Name, legal status and principal place of business)

Great American Insurance Company
301 East Fourth Street
Cincinnati, OH 45202
Mailing Address for Notices
SAME AS ABOVE

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

The Village of Oak Brook
1200 Oak Brook Road
Oak Brook, IL 60523

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

3,500,000 Gallon Tank Concrete Reservoir (A) Wet Interior Piping Repaint and Misc. Repairs - 4,000,000 Gallon Concrete Reservoir (B) Wet Interior Repaint, Exterior Appurtenance Repaint and Misc. Repairs

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of February, 2025.

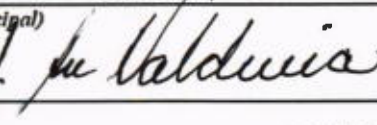

(Witness) EV C PM


(Witness) Nicholas S. Joslyn

Era Valdivia Contractors, Inc.

(Principal)

(Seal)

By: 
(Title)

Great American Insurance Company

(Surety)

(Seal)

By: 
(Title) Peter S. Forker, Attorney-in-Fact

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FOUR

No. 0 21671

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
PETER S. FORKER	ALL OF	ALL
TAMMY L. WHICKER	CHICAGO, ILLINOIS	\$100,000,000
STEPHANIE C. ANDERSON		
REBECCA M. JOHLIE		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 21ST day of JULY, 2021

Attest

GREAT AMERICAN INSURANCE COMPANY



Steph C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 21ST day of JULY, 2021

MARK VICARIO (877-377-2405)

, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A. KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 26th day of February, 2021



Steph C. B.

Assistant Secretary

ACKNOWLEDGMENT BY SURETY

STATE OF Illinois }
County of Cook } ss.

On this 26th day of February, 2025, before me personally
appeared Peter S. Forker, known to, me to be the Attorney-in-Fact of
Great American Insurance Company

_____, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.

Nicholas S. Joslyn
Notary Public in the State of Illinois
County of Cook





ITEM 8.A.4.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
March 11, 2025

SUBJECT: Ordinance Amending the FY2024 Budget

FROM: Marilyn Fumero, Finance Director

BUDGET SOURCE/BUDGET IMPACT: Effects Numerous Budget Programs

RECOMMENDED MOTION: I move that the Village Board approve Ordinance 2025-BU-AMEND-S-1718, “An Ordinance Authorizing Budget Line-Item Amendments” for the year ended December 31, 2024.

Background/History:

During the course of a year, numerous situations may arise that can cause an account, program, or even a fund to exceed its budget. When this occurs, State statutes provide that the corporate authorities may make transfers from “one corporate object or purpose to another corporate object or purpose”.

Additionally, statutes provide that the corporate authorities may delegate authority to heads of municipal departments to “delete, add to, change, or create sub-classes within object classes budgeted previously to the department with the approval of the budget officer or executive officer of the municipality”. The Village has defined a corporate object or purpose to be an individual program or fund. Sub-classes within object classes have been defined as accounts and categories within a budget program.

Now that all the year-end accounting adjustments have been made, several budget accounts and programs have been determined to have ended 2024 over/under budget. The Village Board’s policy on Finance, Taxation, and Budget, prepared based on the previously mentioned statutes, outlines the following procedures for budget administration and how these variances are to be addressed:

1. That the Budget Officer, with the approval of the Village Manager, may authorize transfers of budgeted funds between accounts or between account categories within a single budget program.
2. That any transfer of budgeted funds from one budget program to another shall be subject to approval by the Board of Trustees upon the recommendation of the Village Manager.
3. That any transfer from contingency shall be subject to approval by the Board of Trustees upon the

recommendation of the Village Manager.

4. That any increase in the total appropriation within any fund shall be subject to approval by the Board of Trustees upon the recommendation of the Village Manager.

In order to make as few changes to the originally adopted budget as possible, formal budgetary control has been established at the category level, i.e. personnel, materials and supplies, operation and contractual, and capital. For example, if staff turnover created a need for overtime, this may lead to the overtime account going over budget. However, this would likely be offset by an under- budget salary account. By not doing budget transfers for these types of situations, we preserve the original budget as the basis for evaluating our actual performance versus expected performance.

Through Budget Year 2002, staff approved an extensive listing of budget transfers administratively due to budget variances in account categories within a single budget program as provided for under Procedure #1. In practice, these transfers were only reflected in the Village's audit report-our accounting records were never adjusted for any budget transfers in order to maintain proper original budget/actual comparison data. With the new reporting requirements associated with GASB Statement #34, the Village is now required to publish original budget amounts in addition to revised budget amounts in its audit report. This requirement reduces the value of these administrative transfers required under option #1. After consultation with the Village's auditors, in Budget Year 2003 and thereafter only program-to-program transfers and additional fund appropriations are recorded. These transfers are required since this is the level of legal control where budget compliance is measured.

In addition to the budget transfers required under the Village's Financial Policy ordinance, during 2004 the Village Board began requiring budget transfers during the year when an individual line item account exceeded budget by more than 10%. This policy was revised in October 2006 by eliminating the 10% threshold and instead requiring line-item transfers when an account exceeds its budget by \$2,500 in a material and supply, operation and contractual, or capital account (60000 to 90000 account series) or \$10,000 in a personnel series account (50000 account series). Many of these transfers have already been approved by the Village Board and have been posted to the accounting system; thus, these transfers are not reflected here.

Please note that all transfers are only for the amounts necessary to offset the individual program budget variances, and in most cases, the transfer is done only to the individual line item that has the largest variance. In most cases, there are several accounts that would cause a program to exceed its budget. Also, in some cases the variance in a particular line item may be greater than the amount of the transfer, with offsets found in other line items within the budget program. After these transfers are made, numerous line-items and categories will remain over budget; however, each program in total will be within budget.

Budget Amendments

The listing attached as Exhibit A reflects the total revenue (increases)/decreases and total expenditure increases/(decreases) by Fund, Department, Program, and Account.

Recommendation:

Staff recommends the Village Board approve Ordinance 2025-BU-AMEND-S-1718, "An Ordinance

Authorizing Budget Line-Item Amendments” for the year ended December 31, 2024.

Attachments:

1. Village of Oak Brook Ordinance Budget Amendment FY2024
2. Village of Oak Brook Final Budget Amendment 2024

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
2025-BU-AMEND-S-1718

AN ORDINANCE
AUTHORIZING AMENDMENTS AND
TRANSFERS AMONG BUDGET LINE ITEMS
THE VILLAGE OF OAK BROOK, ILLINOIS

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak
Brook on this the 11th day of March, 2025

ORDINANCE 2025-BU-AMEND-S-1718

**AN ORDINANCE AUTHORIZING AMENDMENTS AND TRANSFERS
AMONG BUDGET LINE ITEMS THE VILLAGE OF OAK BROOK**

WHEREAS, the Village Manager has recommended certain amendments and transfers among budget line items in the Annual Budget Ordinance passed for the fiscal year beginning January 1, 2024 and ending December 31, 2024 and certain transfers of sums of money in said Budget Ordinance from one object or purpose to another object or purpose; and

WHEREAS, the Village President and Board of Trustees concur with and approve of the Village Manager's recommendations.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK BROOK, DU PAGE AND COOK COUNTIES, ILLINOIS that the following amendment is hereby authorized:

Section 1: The recitals above are hereby incorporated into and made a part of this ordinance.

Section 2: In the attached schedule, attached as "Exhibit A", the amounts shown in the column titled "Revenues" represent line item (Increase)/Decrease and amounts shown in the column titled "Expenses" represent line item Increase/(Decrease). The total of said amounts are hereby transferred to various items.

Section 3: This ordinance shall be in full force and effect from and after its passage and approval as required by law.

Section 4: All ordinances or parts thereof in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of such conflict.

[SIGNATURE PAGE FOLLOWS]

APPROVED THIS 11th day of March, 2025.

Laurence E. Herman
Village President

PASSED THIS 11th day of March, 2025.

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Netasha Scarpiniti
Village Clerk

Village of Oak Brook
Budget Amendment
12/31/2024

Exhibit A

For Village President and Board of Trustee Approval

Account Number		Account Title	Amount	
			Revenue	Expense
			(Increase)/	(Decrease)/
			Decrease	Increase
General Corporate Fund				
10	41010	SALES TAX	(1,420,787.38)	
10	41020	ST INC TAX	(75,575.06)	
10	41040	RPLCMNT TX	229,222.22	
10	41050	RD/BRG TX	1,286.28	
10	41060	LOCAL USET	30,249.57	
10	41065	CAN USE TA	147.22	
10	41090	CHRTB GAME	(120.95)	
10	41100	GRANTS	(145,886.95)	
10	41110	REAL EST T	(463,709.50)	
10	41300	UTLTY TX	1,487,027.84	
10	42010	LIQUOR LIC	8,345.83	
10	42030	SCAVNG LIC	(1,000.00)	
10	42050	TOBACCO LI	300.00	
10	42100	BLDG PRMTS	82,999.43	
10	42110	ELCTL PRMT	(4,745.39)	
10	42120	PLMB PRMTS	(6,078.34)	
10	42130	ALRM FEES	19.53	
10	42140	ALRM PRT F	60.00	
10	42150	ACC PRMTS	(10,392.28)	
10	42160	HVAC PRMTS	(36,652.16)	
10	42170	DML PRMTS	3,787.00	
10	42180	APP/OCC FE	(9,090.00)	
10	42190	MISC LIC	59,784.00	
10	42200	SLCTN PRMT	(625.00)	
10	43010	ELVTR INSP	31,961.12	
10	43020	ZONG APPLC	(6,000.00)	
10	43030	PLAN RVFEE	(27,951.70)	
10	43035	BLDG/INSPE	10,725.00	
10	43037	FIRE INSPE	(24,000.00)	
10	43040	AMBLC FEES	(2,012,656.79)	
10	43050	TOLL RD SR	(30,370.00)	
10	43060	SPC SRVC E	670.00	
10	43070	SPC SRV FI	(865.12)	
10	43080	FLS ALRM F	1,750.00	
10	43100	COMPLIANCE	100.00	
10	43110	FNGRPRTNG	590.00	
10	43120	SPC SRV PL	(215,128.74)	
10	43130	FLD SRV PL	20.00	

Village of Oak Brook
Budget Amendment
12/31/2024

Exhibit A

For Village President and Board of Trustee Approval

Account Number			Account Title		Amount	
					Revenue	Expense
					(Increase)/	(Decrease)/
					Decrease	Increase
10	43140	MISC SUPPS			(3,120.00)	
10	43150	FLS ALRM P			1,150.00	
10	43210	ENG PLAN			9,961.75	
10	43300	FIRE PLN F			(60,690.00)	
10	43510	LIBRARY SR			(4,013.33)	
10	43990	BAD DEBTS			477,851.09	
10	43991	AMBUNALOW			1,648,199.56	
10	44110	COURT FINE			(13,532.77)	
10	44120	VLLG FINES			(3,882.10)	
10	44200	ADMIN FEES			(59,890.02)	
10	44250	ADMIN FINE			10,000.00	
10	44420	IMPACT FEE			206.68	
10	44590	DONATIONS			(848.00)	
10	44600	INTEREST			(1,387,562.50)	
10	44610	INF MTNC F			6,449.47	
10	44640	RENTAL INC			62,730.84	
10	44670	MISC			(8,677.67)	
10	44680	RD MTNC RM			13,640.00	
10	48300	REIMB OTH			(2.00)	
111	44550	INDEPENDEN			143,416.14	
111	46050	SPNSP REV			(37,000.00)	
			<u>111 -Board of Trustees</u>			
111	50000	SALARIES FULL-TIME				(908.56)
111	50300	SALARIES-OVERTIME				104.21
111	51100	I.M.R.F.				9.04
111	51400	F.I.C.A.				(67.33)
111	51500	HEALTH INSURANCE				22.08
111	52200	TRAVEL EXPENSE				(563.99)
111	52300	TRAINING				(775.00)
111	52400	DUES & MEMBERSHIPS				(1,873.84)
111	60100	SUBSCRIPTIONS & PUBLICATIONS				(41.05)
111	61200	GENERAL OFFICE SUPPLIES				(344.98)
111	61300	BUSINESS FORMS				(70.60)
111	73100	PRINTING SERVICES				(6,198.26)
111	73200	LICENSES & FEES				100.00
111	76900	RECEPTION/ENTERTAINMENT				(633.80)
111	76950	CONSULTING SERVICES				(15,700.00)
111	77000	OTHER SERVICES				5,877.25
111	79400	INDEPENDENCE DAY				(64,256.54)

Village of Oak Brook
Budget Amendment
12/31/2024

Exhibit A

For Village President and Board of Trustee Approval

Account Number		Account Title	Amount	
			Revenue	Expense
			(Increase)/	(Decrease)/
			Decrease	Increase
<u>112 - Village Clerk</u>				
112	50000	SALARIES FULL-TIME		\$2,499.25
112	50300	SALARIES-OVERTIME		(\$1,005.92)
112	51100	I.M.R.F.		\$161.59
112	51400	F.I.C.A.		\$729.81
112	51500	HEALTH INSURANCE		\$681.64
112	52200	TRAVEL EXPENSE		(\$157.95)
112	52300	TRAINING		(\$2,669.61)
112	52400	DUES & MEMBERSHIPS		(\$320.00)
112	60100	SUBSCRIPTIONS & PUBLICATIONS		(\$590.00)
112	61200	GENERAL OFFICE SUPPLIES		\$293.77
112	73000	ADVERTISING		(\$257.05)
112	73100	PRINTING SERVICES		\$202.06
<u>121 - Legal</u>				
121-76300		OUTSIDE LEGAL SERVICES		(5,000)
121-76310		VILLAGE ATTORNEY		102,213
121-76320		VILLAGE PRSCT		4
121-76330		LEGAL CONTINGENCY		(9,533)
121-76350		LITIGATION SETTLEMENT		(5,000)
121-76360		LABOR ATTORNEY		(72,900)
121-77000		OTHER SERVICES		292
LEGISLATIVE TOTAL				
GENERAL MANAGEMENT				
<u>131 - General Management</u>				
131	50000	SALARIES FULL-TIME		24,264
131	50300	SALARIES-OVERTIME		(1,896)
131	50600	CAR ALLOWANCE		796
131	51100	I.M.R.F.		(1,581)
131	51400	F.I.C.A.		4,598
131	51500	HEALTH INSURANCE		(2,079)
131	52200	TRAVEL EXPENSE		(2,857)
131	52300	TRAINING		(3,959)
131	52400	DUES & MEMBERSHIPS		(1,458)
131	60100	SUBSCRIPTIONS & PUBLICATIONS		580
131	60200	POSTAGE		2,437
131	60450	UNIFORMS		(429)
131	61200	GENERAL OFFICE SUPPLIES		(188)
131	61300	BUSINESS FORMS		105
131	62450	COPYING & PRINTING		(1,148)

Village of Oak Brook
Budget Amendment
12/31/2024

Exhibit A

For Village President and Board of Trustee Approval

Account Number		Account Title	Amount	
			Revenue	Expense
			(Increase)/	(Decrease)/
			Decrease	Increase
131	72600	RENTALS		(26)
131	76700	CONTRACT SERVICES		(10,225)
131	76900	RECEPTION/ENTERTAINMENT		426
131	76950	CONSULTING SERVICES		(4,000)
131	78100	VEHICLE OPER. & MAINT CHR		(2)
131	78200	VEHICLE REPLACEMENT CHRG		(3)
<u>132 - Human Resources</u>				
132	50000	SALARIES FULL-TIME		8,943
132	50300	SALARIES-OVERTIME		259
132	50490	BONUS POOL		39,357
132	51100	I.M.R.F.		6,313
132	51400	F.I.C.A.		950
132	51500	HEALTH INSURANCE		1,756
132	52100	PHYSICAL EXAMINATIONS		(2,664)
132	52250	TUITION REIMBURSEMENT		(6,770)
132	52300	TRAINING		(2,305)
132	52400	DUES & MEMBERSHIPS		(290)
132	60100	SUBSCRIPTIONS & PUBLICATIONS		(10)
132	61300	BUSINESS FORMS		(50)
132	73000	ADVERTISING		(2,020)
132	76600	POLICE & FIRE TESTING		1,198
132	76810	EMPLOYEE RECOGNITION		183
132	77000	OTHER SERVICES		(3,746)
132	77500	BACKGROUND CHECKS		(675)
<u>134 - Risk Management</u>				
134	52300	TRAINING		(245)
134	70100	LIABILITY INSURANCE		(34,184)
<u>136 - Customer Service</u>				
136	50100	SALARIES PART-TIME		4,922
136	51400	F.I.C.A.		377
136	52300	TRAINING		(400)

GENERAL MANAGEMENT TOTAL

151 - Information Technology

Village of Oak Brook
Budget Amendment
12/31/2024

Exhibit A

For Village President and Board of Trustee Approval

Account Number		Account Title	Amount	
			Revenue	Expense
			(Increase)/	(Decrease)/
			Decrease	Increase
151	50000	SALARIES FULL-TIME		11,045
151	51100	I.M.R.F.		1,031
151	51400	F.I.C.A.		149
151	51500	HEALTH INSURANCE		(2)
151	52200	TRAVEL EXPENSE		(147)
151	52400	DUES & MEMBERSHIPS		(50)
151	60100	SUBSCRIPTIONS & PUBLICATIONS		(200)
151	61200	GENERAL OFFICE SUPPLIES		(22)
151	62400	COMPUTER SUPPLIES		(5,497)
151	71100	TELECOM SERVICES		5,379
151	72500	MAINTENANCE COMPUTERS		(73,397)
151	72550	INTERNET SERVICES		(13,114)
151	76950	CONSULTING SERVICES		7,468
151	77000	OTHER SERVICES		1,231
151	90200	EQUIPMENT REPLACEMENT		(100,900)
151	91600	COMPUTER HARDWRE & SOFTWR		(77,382)

162 - Emergency Management

162	65000	GENERAL EQUIPMENT		3,080
162	72300	MAINT. OTHER EQUIPMENT		(4,243)
162	91600	COMPUTER HARDWRE & SOFTWR		(750)

INFORMATION TECHNOLOGY TOTAL

FINANCIAL SERVICES

211 -Financial Services MGT.

211	50000	SALARIES FULL-TIME		(20,451)
211	51100	I.M.R.F.		(7,001)
211	51400	F.I.C.A.		(2,555)
211	51500	HEALTH INSURANCE		(4,216)
211	52200	TRAVEL EXPENSE		161
211	52300	TRAINING		(1,206)
211	52400	DUES & MEMBERSHIPS		(627)
211	52600	EMPLOYEE MEALS		96
211	54050	UNEMPLOYMENT COMP		4,151
211	60100	SUBSCRIPTIONS & PUBLICATIONS		(150)
211	61200	GENERAL OFFICE SUPPLIES		(26)
211	73100	PRINTING SERVICES		(500)
211	73700	BANK SERVICE FEES		(330)
211	76100	AUDITING SERVICES		1,395
211	76950	CONSULTING SERVICES		(2,125)

Village of Oak Brook
Budget Amendment
12/31/2024

Exhibit A

For Village President and Board of Trustee Approval

Account Number		Account Title	Amount	
			Revenue (Increase)/ Decrease	Expense (Decrease)/ Increase
		<u>221 -Accounting & Reporting</u>		
221	50000	SALARIES FULL-TIME		(15,390)
221	50300	SALARIES-OVERTIME		(123)
221	51100	I.M.R.F.		(1,260)
221	51400	F.I.C.A.		(2,081)
221	51500	HEALTH INSURANCE		(2,877)
221	52300	TRAINING		(528)
221	61200	GENERAL OFFICE SUPPLIES		(200)
221	61300	BUSINESS FORMS		(3,253)
221	62450	COPYING & PRINTING		(746)
221	72600	RENTALS		72
221	73150	AMBULANCE BILLING SERVICE		7,376
		<u>241 -Purchasing</u>		
241	50000	SALARIES FULL-TIME		549
241	50300	SALARIES-OVERTIME		(315)
241	51100	I.M.R.F.		45
241	51400	F.I.C.A.		(421)
241	51500	HEALTH INSURANCE		1,563
241	52300	TRAINING		(749)
241	52400	DUES & MEMBERSHIPS		(77)
241	60600	FOOD		290
241	61200	GENERAL OFFICE SUPPLIES		(3,202)
241	65000	GENERAL EQUIPMENT		(126)
		<u>293 -PSEBA BENEFITS</u>		
293-51520		PSEBA BENEFITS		(13,079)
FINANCIAL SERVICES TOTAL				
PUBLIC WORKS				
		<u>311 - Public Works Administration</u>		
311	50000	SALARIES FULL-TIME		(2,381)
311	50300	SALARIES-OVERTIME		(200)
311	51100	I.M.R.F.		(108)
311	51400	F.I.C.A.		(881)
311	51500	HEALTH INSURANCE		(1,966)
311	52300	TRAINING		(2,600)

Village of Oak Brook
Budget Amendment
12/31/2024

Exhibit A

For Village President and Board of Trustee Approval

Account Number		Account Title	Amount	
			Revenue	Expense
			(Increase)/	(Decrease)/
			Decrease	Increase
311	52400	DUES & MEMBERSHIPS		(13)
311	60450	UNIFORMS		(7,875)
311	61200	GENERAL OFFICE SUPPLIES		947
311	61300	BUSINESS FORMS		(635)
311	72700	UNIFORM RENTAL		2,549
311	77000	OTHER SERVICES		(153)
311	78100	VEHICLE OPER. & MAINT CHR		(5)
311	78200	VEHICLE REPLACEMENT CHRG		6
311	90200	EQUIPMENT REPLACEMENT		(3,953)
<u>312 -Mosquito Control</u>				
312	62200	MAINTENANCE SUPPLIES		929
<u>321 -Building & Grounds</u>				
321	50000	SALARIES FULL-TIME		(17,747)
321	50300	SALARIES-OVERTIME		(2,642)
321	51100	I.M.R.F.		(1,168)
321	51400	F.I.C.A.		(1,946)
321	51500	HEALTH INSURANCE		4,657
321	52300	TRAINING		(701)
321	60450	UNIFORMS		(2,280)
321	60500	TOOLS & HARDWARE		206
321	61100	CLEANING SUPPLIES		3,094
321	61800	CHEMICALS		(108)
321	62200	MAINTENANCE SUPPLIES		(8,917)
321	65000	GENERAL EQUIPMENT		882
321	71200	NATURAL GAS		(16,315)
321	71300	ELECTRIC		667
321	71350	SEWER		115
321	71400	LAUNDRY & CLEANING		2,068
321	72200	MAINTENANCE BUILDINGS		(6,722)
321	72300	MAINT. OTHER EQUIPMENT		(10,069)
321	72600	RENTALS		1,508
321	72700	UNIFORM RENTAL		(296)
321	76500	MAINT. SERVICES-GROUNDS		(2,034)
321	77000	OTHER SERVICES		(8,778)
321	78100	VEHICLE OPER. & MAINT CHR		1

330 - Streets

Village of Oak Brook
Budget Amendment
12/31/2024

Exhibit A

For Village President and Board of Trustee Approval

Account Number		Account Title	Amount	
			Revenue	Expense
			(Increase)/	(Decrease)/
			Decrease	Increase
330	50000	SALARIES FULL-TIME		108,101
330	50300	SALARIES-OVERTIME		(5,649)
330	51100	I.M.R.F.		10,811
330	51400	F.I.C.A.		5,837
330	51500	HEALTH INSURANCE		10,234
330	60500	TOOLS & HARDWARE		(2,524)
330	62210	STREET MAINT SUPPLIES		(11,133)
330	65000	GENERAL EQUIPMENT		(949)
330	71300	ELECTRIC		1,692
330	72600	RENTALS		(5,416)
330	78100	VEHICLE OPER. & MAINT CHR		(2)
330	78200	VEHICLE REPLACEMENT CHR		(1)

333 - Snow Removal

333	50300	SALARIES-OVERTIME		(83,124)
333	51100	I.M.R.F.		(7,564)
333	51400	F.I.C.A.		(6,334)
333	52300	TRAINING		(2,565)
333	60600	FOOD		(65)
333	65000	GENERAL EQUIPMENT		(2,741)
333	77000	OTHER SERVICES		(1,666)
333	78100	VEHICLE OPER. & MAINT CHR		2

335 - Forestry

335	52300	TRAINING		(815)
335	52400	DUES & MEMBERSHIPS		90
335	62200	MAINTENANCE SUPPLIES		(1,090)
335	65000	GENERAL EQUIPMENT		172
335	76800	TREE SERVICES		(10,048)
335	76850	LEAF DISPOSAL		(7,650)
335	78100	VEHICLE OPER. & MAINT CHR		2
335	78200	VEHICLE REPLACEMENT CHR		2

421 - Municipal Building Improvements

421-90400	STRUCTURAL IMPROVEMENTS			(338)
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PUBLIC WORKS TOTAL

Village of Oak Brook
Budget Amendment
12/31/2024

Exhibit A

For Village President and Board of Trustee Approval

Account Number		Account Title	Amount	
			Revenue (Increase)/ Decrease	Expense (Decrease)/ Increase
LIBRARY				
		<u>511 - Library</u>		
511	50000	SALARIES FULL-TIME		17,289
511	50100	SALARIES PART-TIME		16,074
511	51100	I.M.R.F.		1,452
511	51400	F.I.C.A.		1,402
511	51500	HEALTH INSURANCE		31
511	52200	TRAVEL EXPENSE		(300)
511	52300	TRAINING		(478)
511	52400	DUES & MEMBERSHIPS		(92)
511	60600	FOOD		(1)
511	61200	GENERAL OFFICE SUPPLIES		(3)
511	62450	COPYING & PRINTING		(1,901)
511	65000	GENERAL EQUIPMENT		(20)
511	71200	NATURAL GAS		(1,896)
511	71350	SEWER		(67)
511	71400	LAUNDRY & CLEANING		(5,018)
511	72100	MAINT.-OFFICE EQUIPMENT		(400)
511	72300	MAINT. OTHER EQUIPMENT		3,166
511	72600	RENTALS		1,027
511	73600	ADVERTISING/PROMOTION		-
511	76500	MAINT. SERVICES-GROUNDS		781
511	76650	MAGIC CHARGES		(1,849)
511	77000	OTHER SERVICES		2,996
		<u>521 - Library Technical Services</u>		
521	50000	SALARIES FULL-TIME		170
521	50100	SALARIES PART-TIME		(10,124)
521	51100	I.M.R.F.		3
521	51400	F.I.C.A.		(955)
521	51500	HEALTH INSURANCE		(280)
521	61200	GENERAL OFFICE SUPPLIES		(3)
521	77000	OTHER SERVICES		(300)
		<u>531 - Library Public Services</u>		
531	50000	SALARIES FULL-TIME		4,225
531	50100	SALARIES PART-TIME		(27,421)
531	51100	I.M.R.F.		375
531	51400	F.I.C.A.		593

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Account Number		Account Title	Amount	
			Revenue	Expense
			(Increase)/	(Decrease)/
			Decrease	Increase
531	51500	HEALTH INSURANCE		(47)
531	60100	SUBSCRIPTIONS & PUBLICATIONS		(6)
531	64100	LIBRARY BOOKS		(1,337)
531	64200	AUDIO VISUAL MATERIALS		(139)
531	64300	ON-LINE DATABASES		(5)
531	73600	ADVERTISING/PROMOTION		(17)

LIBRARY TOTAL

POLICE

611 - Police MGT.

611	50000	SALARIES FULL-TIME		16,477
611	50300	SALARIES-OVERTIME		(383)
611	51100	I.M.R.F.		669
611	51200	POLICE PENSION		(6,180)
611	51400	F.I.C.A.		(304)
611	51500	HEALTH INSURANCE		328
611	52300	TRAINING		(321)
611	52400	DUES & MEMBERSHIPS		(3,391)
611	60600	FOOD		(601)
611	61200	GENERAL OFFICE SUPPLIES		(167)
611	65000	GENERAL EQUIPMENT		242
611	72200	MAINTENANCE BUILDINGS		(634)
611	77000	OTHER SERVICES		2,361
611	77200	CONTRIBUTION TO OTHER AGE		1,563

621 - Police Field Services

621	50000	SALARIES FULL-TIME		47,210
621	50300	SALARIES-OVERTIME		57,702
621	50330	SAL-OVERTIME-SPEC DETAIL		196,137
621	51100	I.M.R.F.		(4,455)
621	51200	POLICE PENSION		(459,396)
621	51400	F.I.C.A.		9,254
621	51500	HEALTH INSURANCE		(11,670)
621	52200	TRAVEL EXPENSE		(1,258)
621	60500	TOOLS & HARDWARE		(409)
621	60700	K-9		(204)
621	65000	GENERAL EQUIPMENT		2,849
621	73200	LICENSES & FEES		(1,084)
621	78100	VEHICLE OPER. & MAINT CHR		6
621	78200	VEHICLE REPLACEMENT CHR		(1)

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Account Number		Account Title	Amount	
			Revenue	Expense
			(Increase)/	(Decrease)/
			Decrease	Increase
621	90100	NEW EQUIPMENT		51,174
621	90200	EQUIPMENT REPLACEMENT		17,477
<u>622 -Auxiliary</u>				
622	50100	SALARIES PART-TIME		(22,048)
622	50330	SAL-OVERTIME-SPEC DETAIL		(14,993)
622	51400	F.I.C.A.		(2,757)
622	52300	TRAINING		(1,080)
<u>631 -Support Services General</u>				
631	50000	SALARIES FULL-TIME		26,509
631	50300	SALARIES-OVERTIME		(4,636)
631	51100	I.M.R.F.		(2,470)
631	51200	POLICE PENSION		(111,580)
631	51400	F.I.C.A.		(2,273)
631	51500	HEALTH INSURANCE		(30,063)
631	52200	TRAVEL EXPENSE		(1)
631	52300	TRAINING		(5,761)
631	52400	DUES & MEMBERSHIPS		(82)
631	60100	SUBSCRIPTIONS & PUBLICATIONS		102
631	60450	UNIFORMS		10,325
631	61200	GENERAL OFFICE SUPPLIES		(459)
631	62500	AMMUNITION		(393)
631	65000	GENERAL EQUIPMENT		202
631	71400	LAUNDRY & CLEANING		456
631	73600	ADVERTISING/PROMOTION		(487)
<u>632 -Support Services Detectives</u>				
632	50000	SALARIES FULL-TIME		259,182
632	50300	SALARIES-OVERTIME		89,445

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Account Number		Account Title	Amount	
			Revenue (Increase)/ Decrease	Expense (Decrease)/ Increase
632	50330	SAL-OVERTIME-SPEC DETAIL		11,618
632	51200	POLICE PENSION		3,934
632	51400	F.I.C.A.		5,131
632	51500	HEALTH INSURANCE		37,261
632	52300	TRAINING		123
632	52500	CLOTHING ALLOWANCE		(250)
632	65000	GENERAL EQUIPMENT		748
632	77000	OTHER SERVICES		(1,649)
632	77350	SPECIAL INVESTIGATIONS		(100)
632	78100	VEHICLE OPER. & MAINT CHR		1,448
632	78200	VEHICLE REPLACEMENT CHRG		34

634 - Support Services Records

634	50000	SALARIES FULL-TIME		57,728
634	50300	SALARIES-OVERTIME		(848)
634	51100	I.M.R.F.		5,284
634	51400	F.I.C.A.		4,192
634	51500	HEALTH INSURANCE		11,181
634	54050	UNEMPLOYMENT COMP		20,501
634	61200	GENERAL OFFICE SUPPLIES		(5,161)
634	61300	BUSINESS FORMS		221
634	62450	COPYING & PRINTING		(4,171)
634	65000	GENERAL EQUIPMENT		745
634	72600	RENTALS		881
634	73100	PRINTING SERVICES		682
634	76300	OUTSIDE LEGAL SERVICES		(106)
634	76750	DU-COMM		(43,464)
634	77000	OTHER SERVICES		1,867

POLICE TOTAL

FIRE

700 - Fire, Rescue & EMS

700	50000	SALARIES FULL-TIME		67,082
700	50300	SALARIES-OVERTIME		237,855

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			Revenue	Expense
			(Increase)/	(Decrease)/
			Decrease	Increase
700	50330	SAL-OVERTIME-SPEC DETAIL		(2,695)
700	51300	FIRE PENSION		(577,561)
700	51400	F.I.C.A.		31
700	51500	HEALTH INSURANCE		(2,198)
700	60450	UNIFORMS		(5,478)
700	60500	TOOLS & HARDWARE		(52)
700	60600	FOOD		136
700	61100	CLEANING SUPPLIES		40
700	65000	GENERAL EQUIPMENT		(12,422)
700	71200	NATURAL GAS		(198)
700	71600	MAINTENANCE VEHICLES		(752)
700	72200	MAINTENANCE BUILDINGS		(39)
700	72300	MAINT. OTHER EQUIPMENT		(3,016)
700	72400	MAINTENANCE RADIOS		(81)
700	76700	CONTRACT SERVICES		(10,250)
700	78100	VEHICLE OPER. & MAINT CHR		1
700	78200	VEHICLE REPLACEMENT CHR		1
700	90100	NEW EQUIPMENT		(704)
700	90200	EQUIPMENT REPLACEMENT		(23,893)
<u>711 - Rescue & Fire SVC MGMT</u>				
711	50000	SALARIES FULL-TIME		7,361
711	50300	SALARIES-OVERTIME		(83)
711	51100	I.M.R.F.		558
711	51300	FIRE PENSION		(2,296)
711	51400	F.I.C.A.		(701)
711	51500	HEALTH INSURANCE		(4,298)
711	52400	DUES & MEMBERSHIPS		(1,726)
711	60600	FOOD		8
711	61200	GENERAL OFFICE SUPPLIES		(186)
711	62450	COPYING & PRINTING		(1,249)
711	65000	GENERAL EQUIPMENT		28
711	72600	RENTALS		3
711	73100	PRINTING SERVICES		(144)
711	73600	ADVERTISING/PROMOTION		0
711	76750	DU-COMM		(38,119)
711	78100	VEHICLE OPER. & MAINT CHR		2
711	78200	VEHICLE REPLACEMENT CHR		(4)

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Account Number		Account Title	Amount	
			Revenue (Increase)/ Decrease	Expense (Decrease)/ Increase
711	80300	TRANSF TO DU-COMM BLDG RESERVE		(2,133)
<u>722 - Special Teams Operations</u>				
722	65000	GENERAL EQUIPMENT		(5,166)
722	72300	MAINT. OTHER EQUIPMENT		(1,712)
722	78100	VEHICLE OPER. & MAINT CHR		5
722	90100	NEW EQUIPMENT		(129)
<u>723 - Rescue & Fire Training</u>				
723	50300	SALARIES-OVERTIME		(7,062)
723	51400	F.I.C.A.		(540)
723	52300	TRAINING		(780)
723	52400	DUES & MEMBERSHIPS		(40)
723	60600	FOOD		(183)
723	65000	GENERAL EQUIPMENT		(209)
723	72600	RENTALS		(1,575)
<u>731 - Emergency & Medical Services</u>				
731	50300	SALARIES-OVERTIME		(1,688)
731	51400	F.I.C.A.		(894)
731	52300	TRAINING		(4,873)
731	52400	DUES & MEMBERSHIPS		(1,400)
731	60100	SUBSCRIPTIONS & PUBLICATIONS		(485)
731	60400	DRUGS & MEDICAL		(6,029)
731	65000	GENERAL EQUIPMENT		(1,607)
731	72300	MAINT. OTHER EQUIPMENT		(598)
731	78100	VEHICLE OPER. & MAINT CHR		(2)
731	78200	VEHICLE REPLACEMENT CHR		(6)
<u>741 - Prevention & Public Education</u>				
741	50300	SALARIES-OVERTIME		(6,162)

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Account Number		Account Title	Amount	
			Revenue (Increase)/ Decrease	Expense (Decrease)/ Increase
741	51400	F.I.C.A.		(471)
741	52300	TRAINING		(1,000)
741	52400	DUES & MEMBERSHIPS		(500)
741	60100	SUBSCRIPTIONS & PUBLICATIONS		(400)
741	60450	UNIFORMS		(267)
741	61200	GENERAL OFFICE SUPPLIES		(190)
741	73600	ADVERTISING/PROMOTION		(156)
741	76700	CONTRACT SERVICES		(729)

FIRE TOTAL

DEVELOPMENT SERVICES

911 - Development Services MGMT

911	50000	SALARIES FULL-TIME		6,408
911	50100	SALARIES PART-TIME		(11,787)
911	51100	I.M.R.F.		(786)
911	51400	F.I.C.A.		(4,206)
911	51500	HEALTH INSURANCE		(206)
911	52200	TRAVEL EXPENSE		(1)
911	52300	TRAINING		(8)
911	52400	DUES & MEMBERSHIPS		(191)
911	60100	SUBSCRIPTIONS & PUBLICATIONS		52
911	61200	GENERAL OFFICE SUPPLIES		(14)
911	61300	BUSINESS FORMS		(200)
911	62450	COPYING & PRINTING		(139)
911	65000	GENERAL EQUIPMENT		(100)
911	72600	RENTALS		37
911	76200	ENGINEERING SERVICES		(65,972)
911	76950	CONSULTING SERVICES		(1,500)
911	77000	OTHER SERVICES		657

921 - Code Enforcement

921	50000	SALARIES FULL-TIME		1,084
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Account Number		Account Title	Amount	
			Revenue	Expense
			(Increase)/	(Decrease)/
			Decrease	Increase
921	50100	SALARIES PART-TIME		626
921	50300	SALARIES-OVERTIME		(4,674)
921	51100	I.M.R.F.		3,675
921	51400	F.I.C.A.		1,820
921	51500	HEALTH INSURANCE		(6,437)
921	52200	TRAVEL EXPENSE		(50)
921	52300	TRAINING		(204)
921	52400	DUES & MEMBERSHIPS		(120)
921	60100	SUBSCRIPTIONS & PUBLICATIONS		(472)
921	60450	UNIFORMS		458
921	60500	TOOLS & HARDWARE		(27)
921	61200	GENERAL OFFICE SUPPLIES		(0)
921	61300	BUSINESS FORMS		(1,150)
921	73750	ELEVATOR INSPECTIONS		(2,345)
921	77000	OTHER SERVICES		(3,187)
921	78100	VEHICLE OPER. & MAINT CHR		6

DEVELOPMENT SERVICES TOTAL

Total General Corporate Fund	(1,748,203)	(777,346)
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Hotel Motel Tax Fund

171	44900	LOAN PRINCIPAL PAYMENT	(100,000)	
21	41200	HOTEL/MOTEL TAX	(180,393)	
21	44600	INTEREST	(167,156)	
171	50000	SALARIES FULL-TIME		58,542
171	51100	I.M.R.F.		5,282
171	51400	F.I.C.A.		4,637
171	51500	HEALTH INSURANCE		69
171	71300	ELECTRIC		340
171	73600	ADVERTISING/PROMOTION		(609,204)
171	76830	2% BEAUTIFICATION & PROJECTS		(7,160)
171	80210	REIMBURSEMENTS TO OTHER FUNDS		(3)
171	90400	STRUCTURAL IMPROVEMENTS		(252,899)

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Account Number		Account Title	Amount	
			Revenue (Increase)/ Decrease	Expense (Decrease)/ Increase
Total Hotel Motel Tax Fund			(447,549)	(800,395)
Motor Fuel Tax Fund				
22	41030	MOTOR FUEL TAX	13,619	
22	41035	TRANSPORTATION RENEWAL TAX	(26,466)	
22	44600	INTEREST	(61,595)	
431	61800	CHEMICALS		(27,024)
Total Motor Fuel Tax Fund			(74,442)	(27,024)
Infrastructure Fund				
41	41010	SALES TAX	(1,035,573)	
41	44600	INTEREST	(697,178)	
41	44670	MISC	20,205	
Total Revenues				
<u>152 - Information Technology GIS</u>				
152	72500	MTCNE CMPT		1,670
152	76950	CONSLT SRV		(2,006)
152	91600	CMPT HRDWR		3,049
<u>153 - Community Safety</u>				
153	65000	GEN EQUIP		32
153	65000	GEN EQUIP		65
153	71100	TELCOM SRV		1,457
153	71100	TELCOM SRV		20,118
153	71300	ELECTRIC		649
153	72500	MTCNE CMPT		4,188
153	90100	NEW EQUIP		(146,725)

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			Revenue (Increase)/ Decrease	Expense (Decrease)/ Increase
153	90100	NEW EQUIP		114,539
153	91200	APPLC SFTW		125,000
153	91200	APPLC SFTW		29,818
 <u>360 - Public Works Management</u>				
360	61300	BUSINESS F		294
360	65000	GEN EQUIP		3
360	70100	LIABILITY		(50,797)
360	72700	UNIFRM RNT		461
360	77000	OTH SRVCS		24,500
360	80210	REIMB TO		(307,895)
360	90400	STRCTS IMP		(129)
 <u>361 - Streets General Salaries</u>				
361	51500	HLTH INSRC		124
 <u>362 - Streets & Traffic Maintenance</u>				
362	62200	MTNCE SUPP		(3,037)
362	71500	TRAFF CNTR		27,448
362	72600	RENTALS		149
362	73450	HAULING SR		(440)
362	76500	SRVC GRNDS		(48,119)
362	77000	OTH SRVCS		(32,587)
 <u>363 - Snow Removal</u>				
363	50300	SALRS OVT		20,044
363	51100	I.M.R.F.		1,742
363	51400	F I C A		1,513
 <u>366 - Safety and Pathway</u>				

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Account Number		Account Title	Amount	
			Revenue (Increase)/ Decrease	Expense (Decrease)/ Increase
364	62200	MTNCE SUPP		(14,492)
364	71900	STRM SWR		(13,318)
364	72300	MTNCE OTHR		(8,950)
364	78100	VHCL OP&MT		2
<u>364 - Drainage Maintenance</u>				
366	62200	MTNCE SUPP		(9,500)
366	72600	RENTALS		(2,950)
366	77000	OTH SRVCS		(5,000)
366	78100	VHCL OP&MT		2
<u>411 -Building Improvements</u>				
411	90200	EQUIP RPLC		(10,584)
411	90400	STRCTS IMP		(858,017)
<u>460 - Engineering</u>				
460	76200	ENGR SRVCS		5,573
460	78100	VHCL OP&MT		(4)
<u>461 - Roadway Improvements</u>				
461	76200	ENGR SRVCS		(160,842)
461	90700	STREET IMP		(1,176,918)
<u>462 STORM WATER MGT. IMPROVE.</u>				
462	76200	ENGR SRVCS		(157,167)
<u>463 SAFETY PATHWAY IMPROVE.</u>				
463	76200	ENGR SRVCS		(46,871)
Total Infrastructure Fund			(1,712,546)	(2,673,906)

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Account Number		Account Title	Amount	
			Revenue (Increase)/ Decrease	Expense (Decrease)/ Increase
Water Fund				
51	41100	GRANTS	(1,125)	
51	43030	PLAN REVIEW FEES	(1,352)	
51	43035	INSPECTION FEES	2,000	
51	43310	WATER SALES	99,213	
51	43320	UNMETERED SALES	15,514	
51	43330	WATER CONNECTION FEES	59,500	
51	43350	METER CHARGES	2,370	
51	43360	SPECIAL SERVICES	(20,108)	
51	44600	INTEREST	(984,487)	
51	44670	MISCELLANEOUS	(81,327)	
 <u>351-Water Operations</u>				
351	50000	SALARIES FULL-TIME		(115,903)
351	50300	SALARIES-OVERTIME		(9,963)
351	51100	I.M.R.F.		(10,804)
351	51400	F.I.C.A.		(9,941)
351	51500	HEALTH INSURANCE		(28,510)
351	52300	TRAINING		(167)
351	52400	DUES & MEMBERSHIPS		(404)
351	60200	POSTAGE		(6,527)
351	60450	UNIFORMS		(2,564)
351	60500	TOOLS & HARDWARE		(1,619)
351	60600	FOOD		(110)
351	61100	CLEANING SUPPLIES		(100)
351	61200	GENERAL OFFICE SUPPLIES		(673)
351	61300	BUSINESS FORMS		232
351	61800	CHEMICALS		(1,262)
351	62200	MAINTENANCE SUPPLIES		(23,164)
351	65000	GENERAL EQUIPMENT		(6,070)
351	70100	LIABILITY INSURANCE		(50,606)
351	71300	ELECTRIC		19,983
351	71700	MAINT.-DISTR. SYSTEM		(42,330)
351	71800	MAINT.-PUMPING SYSTEM		(25,844)
351	72300	MAINT. OTHER EQUIPMENT		(1,619)
351	72500	MAINTENANCE COMPUTERS		(13,869)

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Account Number		Account Title	Amount	
			Revenue	Expense
			(Increase)/	(Decrease)/
			Decrease	Increase
351	72700	UNIFORM RENTAL		(868)
351	73100	PRINTING SERVICES		(1,791)
351	73450	HAULING SERVICES		(11,185)
351	74100	LABORATORY SERVICES		(9,122)
351	74200	MAINT. SERV.-WATER METERS		(8,000)
351	74250	CROSS CONNECTION CONTROL		(20,600)
351	74300	DWC OPER. & MAINT. COSTS		131,664
351	76100	AUDITING SERVICES		217
351	76500	MAINT. SERVICES-GROUNDS		51
351	76700	CONTRACT SERVICES		(15,000)
351	77000	OTHER SERVICES		(17,721)
351	78100	VEHICLE OPER. & MAINT CHR		(2)
351	78200	VEHICLE REPLACEMENT CHRG		(4)
351	80210	REIMBURSEMENTS TO OTHER FUNDS		5
351	80800	DEPRECIATION		1,234,759

451-Water System Improvements

451	76200	ENGINEERING SERVICES		(864,746)
451	91000	WATER DISTRIBUTION IMPROV		(5,437,824)
451	91100	WATER PUMP & STORAGE IMPR		(250,000)

Total Water Fund

(909,801) (5,601,999)

Sports Core Fund

811 - Sports Core General Operations

811	43990	BAD DEBTS	1,295	
811	44600	INTEREST	41	
811	44640	RENTAL INCOME	(86)	
811	44650	LATE PAYMENT PENALTY	2,435	
811	44670	MISCELLANEOUS	(1,233)	
811	48300	REIMBURSEMENT FROM OTHER FUNDS	(8)	

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			Revenue (Increase)/ Decrease	Expense (Decrease)/ Increase
811	50000	SALARIES FULL-TIME		2,468
811	51100	I.M.R.F.		(409)
811	51400	F.I.C.A.		1,041
811	51500	HEALTH INSURANCE		907
811	52600	EMPLOYEE MEAL		68
811	62450	COPYING & PRINTING		(410)
811	70100	LIABILITY INSURANCE		(24,006)
811	72200	MAINTENANCE BUILDINGS		2,827
811	72500	MAINTENANCE COMPUTERS		(222)
811	73200	LICENSES & FEES		24
811	76100	AUDITING SERVICES		13
811	76200	ENGINEERING SERVICES		(18,981)
811	76500	SERVICE GROUNDS		53
811	76900	RECEPTION/ENTERTAINMENT		1,736
811	77000	OTHER SERVICES		545
811	90400	STRUCTURE IMPROVEMENTS		(756,400)
 <u>812 - Swimming Operations</u>				
812	45010	B&T RSD FA	(12,250)	
812	45015	B&T RSD IN	(550)	
812	45025	B&T RSD SR	2,425	
812	45030	B&T RSD SR	(1,075)	
812	45045	B&T NR FMY	27,450	
812	45050	B&T NR IND	1,320	
812	45060	B&T NR SR	(240)	
812	45065	B&T NR SRI	1,570	
812	45080	B&T NR FML	660	
812	46130	SWIM GST F	(5,593)	
812	46140	SWIM LESSO	1,840	
812	46145	SWM PROG	(4,410)	
812	46150	SWIM TM FE	8,800	
812	50200	SALRS SEAS		(10,804)
812	51400	F I C A		(834)
812	60450	UNIFORMS		(400)
812	61450	SWIM SUPPL		(810)
812	61800	CHEMICALS		(25)

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Account Number		Account Title	Amount	
			Revenue	Expense
			(Increase)/	(Decrease)/
			Decrease	Increase
812	62300	BLD MTC SU		(9,925)
812	71350	SEWER		2,420
812	71400	LNDY CLNG		(1,164)
812	72300	MTNCE OTHR		(18,448)
812	73200	LIC & FEES		(1,200)
812	73700	BANK SRV F		(302)
812	76500	SRVC GRNDS		(5,203)
812	76950	CONSLT SRV		11,950
812	77000	OTH SRVCS		586
812	77100	POOL MGNT		59
812	77600	SWIMTEAM		(3,593)
812	90200	EQUIP RPLC		(21,127)
812	90400	STRCTS IMP		(84,800)

813 - Tennis Operations

813	44670	MISC	(2,350)	
813	45035	FAM TEN	475	
813	45045	B&T NR FMY	1,130	
813	45070	INDIV TEN	(9,283)	
813	46210	TENNIS GST	(1,855)	
813	46220	OUTDR TENN	(7,425)	
813	46230	SMR TENNIS	(26,166)	
813	46810	PROSP SALE	2,640	

813	61400	TENNIS SUP		813
813	62300	BLD MTC SU		1,600
813	65000	GEN EQUIP		5,357
813	72200	MTNCE BLDS		(1,250)
813	72500	MTCNE CMPT		1,820
813	72900	SRVC TENNI		1,120
813	76500	SRVC GRNDS		(4,014)
813	77000	OTH SRVCS		33,412

816-Open Fields

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Account Number		Account Title	Amount	
			Revenue (Increase)/ Decrease	Expense (Decrease)/ Increase
816	46020	OPEN FIELD RENTAL	(680)	
816	61800	CHEMICALS		(9,490)
816	71200	NATURAL GA		(534)
816	71300	ELECTRIC		2,361
816	72200	MTNCE BLDS		506
816	76500	SRVC GRNDS		(26,970)
816	77000	OTH SRVCS		(1,324)
816	90400	STRCTS IMP		(46,000)
 <u>821-Clubhouse F& B Operations</u>				
821	44640	RENTAL INC	87,645	
821	50000	SALRS FT		151
821	51400	F I C A		12
821	62300	BLD MTC SU		(6,296)
821	71200	NATURAL GA		(7,080)
821	71350	SEWER		79
821	72200	MTNCE BLDS		16,964
821	72300	MTNCE OTHR		2,186
821	76500	SRVC GRNDS		(7,813)
 <u>822 - Poolside Food & Beverage</u>				
822	44640	RENTAL INC	(7,250)	
822	47300	FD SLS POO	(2,587)	
822	47700	BV SLS POO	2,400	
822	61500	KTCH SUPPL		1,529
822	62300	BLD MTC SU		136
822	72300	MTNCE OTHR		763

823-Golf Food & Beverage

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Account Number		Account Title	Amount	
			Revenue (Increase)/ Decrease	Expense (Decrease)/ Increase
823	44640	RENTAL INC	(29,250)	
823	47160	CNDY/CIG S	2,400	
823	47400	FD SLS GOL	(37,935)	
823	47800	BV SLS GOL	73,474	
823	54050	UNEMP COMP		5,184
823	63200	FOOD COST		(15)
823	63250	BEV/LIQ CO		(859)
823	72300	MTNCE OTHR		4,051
823	77000	OTH SRVCS		(139)

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Account Number		Account Title	Amount	
			Revenue (Increase)/ Decrease	Expense (Decrease)/ Increase
<u>831-Golf Club General Operations</u>				
831	44670	MISC	(19,888)	
831	45510	GOLF UNLRS	9,100	
831	45520	GOLF JRRSD	(25,500)	
831	45530	GOLF SR RS	15,150	
831	45540	GOLF NR	72,075	
831	45550	GOLF CORP	1,200	
831	45560	GOLF NR SR	42,550	
831	46510	GRN FEE NR	(380,765)	
831	46520	GRN FEE RS	25,294	
831	46710	EQP RNTL	(920)	
831	46810	PROSP SALE	42,601	
831	46820	HANDICAP S	3,294	
831	46990	OVR/SHT CS	1,603	
831	48150	XFR OTH FN	150,000	
831	50000	SALRS FT		4,299
831	50100	SALRS PT		1,528
831	50200	SALRS SEAS		(15,067)
831	50300	SALRS OVT		(2,000)
831	50490	BONUS		(201)
831	51100	I.M.R.F.		384
831	51400	F I C A		1,135
831	51500	HLTH INSRC		(5)
831	52300	TRAINING		39
831	52400	DUES & MBR		1,876
831	60200	POSTAGE		(1,500)
831	60500	TOOLS & HR		53
831	61100	CLNG SUPPL		(70)
831	61200	GEN OFC SU		2,639
831	61300	BUSINESS F		(219)
831	61600	PAPER PRDT		(2,782)
831	61700	GOLF CRS S		(903)
831	62300	BLD MTC SU		(1,285)
831	62400	CMPT SUPP		(1,000)
831	62450	COPY		(712)
831	63000	COST OF SA		36,986
831	63100	SALES HNDC		(5,350)

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Account Number		Account Title	Amount	
			Revenue (Increase)/ Decrease	Expense (Decrease)/ Increase
831	65000	GEN EQUIP		30,302
831	70100	LIABILITY		(716)
831	71100	TELCOM SRV		(685)
831	71200	NATURAL GA		(591)
831	71300	ELECTRIC		(9)
831	71350	SEWER		23
831	71400	LNDRY CLNG		(15,244)
831	72200	MTNCE BLDS		4,614
831	72500	MTCNE CMPT		(9,625)
831	72600	RENTALS		(64)
831	73000	ADVRSTG		(500)
831	73200	LIC & FEES		(575)
831	73700	BANK SRV F		25,396
831	76100	AUDITING S		1,293
831	76200	ENGR SRVCS		(32,000)
831	76700	CONTRACT		(25,748)
831	77000	OTH SRVCS		4,552
831	80210	REIMB TO		6
831	90200	EQUIP RPLC		1,320
 <u>832-Golf Learning & Practice</u>				
832	46530	GOLF LESSO	9,965	
832	46610	DRVG RNG F	(145,552)	
832	46620	PRO RENT	(2,000)	
832	50200	SALRS SEAS		(38,124)
832	50500	COMMISSION		3,851
832	51400	F I C A		(5,230)
832	61700	GOLF CRS S		(2,091)
832	65000	GEN EQUIP		(512)
832	72300	MTNCE OTHR		76
832	76500	SRVC GRNDS		21,597

833 - Golf Cart Operations

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Account Number		Account Title	Amount	
			Revenue	Expense
			(Increase)/	(Decrease)/
			Decrease	Increase
833	46720	PWR CRT RN	(35,112)	
833	46730	HAND CRT R	(250)	
833	50200	SALRS SEAS		30,033
833	51400	F I C A		2,297
833	61100	CLNG SUPPL		(410)
833	62200	MTNCE SUPP		(1,316)
833	72300	MTNCE OTHR		30,059
833	72600	RENTALS		(3,100)
<u>834 - Golf Course Maintenance</u>				
834	50000	SALRS FT		15,132
834	50200	SALRS SEAS		(13,394)
834	50300	SALRS OVT		7,031
834	51100	I.M.R.F.		4,453
834	51400	F I C A		9,285
834	51500	HLTH INSRC		25,929
834	52400	DUES & MBR		120
834	54050	UNEMP COMP		17,396
834	60300	GAS & OIL		6,797
834	60400	DRUGS & MD		(154)
834	60450	UNIFORMS		(1,821)
834	60500	TOOLS & HR		1,165
834	61100	CLNG SUPPL		100
834	61700	GOLF CRS S		3,040
834	61800	CHEMICALS		(17,250)
834	61900	GLF MTCE S		(400)
834	61950	DRN SUPPLI		493
834	62000	FLOWERS		1,260
834	62100	TREES		(563)
834	62200	MTNCE SUPP		292
834	65000	GEN EQUIP		(1,415)
834	71200	NATURAL GA		(794)
834	71350	SEWER		(218)
834	72000	RDS & PTHS		1,721
834	72300	MTNCE OTHR		10,353
834	72600	RENTALS		(121)
834	77000	OTH SRVCS		(212)

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Account Number		Account Title	Amount	
			Revenue (Increase)/ Decrease	Expense (Decrease)/ Increase
834	90200	EQUIP RPLC		(137,896)
834	90400	STRCTS IMP		(14,518)
		<u>844 - GOLF SRCHG</u>		
844	46590	GOLF SRCHG	(251,877.80)	
Total Sports Core Fund			(421,258)	(1,015,574)
Insurance Fund				
61	43410	VILLAGE CONTRIBUTION	(296,660)	
61	43420	EMPLOYEE CONTRIBUTION	39,475	
61	43440	RETIREE CONTRIBUTION	149,095	
61	43450	COBRA CONTRIBUTION	(26,694)	
61	44600	INTEREST	(13,032)	
		<u>133-Employee Benefits</u>		
133	70340	HEALTH INS PREMIUMS		355,690
133	70350	VISION INSURANCE		(5,862)
133	70500	LIFE INSURANCE		10,876
133	70600	ADMINISTRATIVE FEE		(2,717)
133	70800	HEALTH CLAIMS		182
133	70900	DENTAL PREMIUMS		(56,723)
133	76860	HEALTH & WELLNESS		(7,144)
133	76950	CONSULTING SERVICES		(2,348)
133	77000	OTHER SERVICES		4,843
Total Insurance Fund			(147,815)	296,796
Garage Fund				
62	43910	CHARGES FOR SERVICES	1	
62	44600	INTEREST	(8,537)	

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Account Number		Account Title	Amount	
			Revenue (Increase)/ Decrease	Expense (Decrease)/ Increase
<u>341-Garage Operations</u>				
341	50000	SALARIES FULL-TIME		(46,347)
341	50200	SALARIES-SEASONAL		(4,223)
341	50300	SALARIES-OVERTIME		2,418
341	51100	I.M.R.F.		(3,782)
341	51400	F.I.C.A.		(4,010)
341	51500	HEALTH INSURANCE		1,660
341	52300	TRAINING		(1,496)
341	60300	GAS & OIL		(24,662)
341	60450	UNIFORMS		(1,497)
341	60500	TOOLS & HARDWARE		(893)
341	61100	CLEANING SUPPLIES		(1,209)
341	65000	GENERAL EQUIPMENT		(18,707)
341	71100	TELECOM SERVICES		(260)
341	71600	MAINTENANCE VEHICLES		17,288
341	72300	MAINT. OTHER EQUIPMENT		7,333
341	72400	MAINTENANCE RADIOS		(1,798)
341	72700	UNIFORM RENTAL		(1,704)
341	77000	OTHER SERVICES		(6,772)
341	78200	VEHICLE REPLACEMENT CHRG		2
341	80800	DEPRECIATION		3,980
341	90200	EQUIPMENT REPLACEMENT		(763)
Total Garage Fund			(8,536)	(85,441)

Equipment Replacement Fund

63	43910	CHARGES FOR SERVICES	4	
63	44600	INTEREST	(47,587)	
63	44670	MISCELLANEOUS	(18,667)	

342 - Equipment Replacement

342	65000	GENERAL EQUIPMENT		(97,449)
342	73900	OPERATING LEASE PAYMENT		(52,438)

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Account Number		Account Title	Amount	
			Revenue (Increase)/ Decrease	Expense (Decrease)/ Increase
342	73950	CAPITAL LEASE PAYMENT		(20,710)
342	80210	REIMBURSEMENTS TO OTHER FUNDS		(42,328)
342	90200	EQUIPMENT REPLACEMENT		(561)
Total Equipment Replacement Fund			(66,249)	(213,486)
Total-All Funds			(5,536,400)	(10,898,377)