



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

Regular Meeting
Tuesday, April 8, 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

A. Swearing In for ESDA Members

4. PUBLIC COMMENTS

5. APPROVAL OF MINUTES

A. Regular Board of Trustees Meeting Minutes of March 11, 2025

6. CONSENT AGENDA

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

- A. Accounts Payable for Period Ending: March 19, 2025 - \$903,236.49
Accounts Payable for Period Ending: April 2, 2025 - \$954,864.00

1. LEGAL SERVICES:

TOTAL LEGAL BUDGET FOR 2024 IS \$342,284.00
TOTAL LEGAL BILLS PAID FOR 2024 - YTD - \$353,103.08

TOTAL LEGAL BUDGET FOR 2025 IS \$325,287.96
TOTAL LEGAL BILLS PAID FOR 2025 - YTD - \$48,764.71

- a) Lamp Law, LLC - Legal Services - February 2025 - \$3,333.33 (FY25 YTD - \$6,666.66)
- b) Clark Baird Smith LLP - Legal Services - December 2024 - \$1,140.00 (FY24 YTD - \$13,390.50)
- c) Clark Baird Smith LLP - Legal Services - January 2025 - \$300 (FY25 YTD - \$300)

- d) Ottosen, DiNolfo, Hasenbalg & Castaldo, Ltd. - Legal Services - February 2025 - \$20,377.45 (FY25 YTD - \$41,568.05)
2. Turfwerks - Fairway Mower - \$73,750.00
3. Morton Salt - Deicer Salt - \$30,299.00
4. DuPage Water Commission - Water Consumption - February 2025 - \$342,790.56
5. Morton Salt - Deicer Salt - \$23,581.62
6. JK Rentals, Inc. - Taste of Oak Brook Tents Deposit - \$21,058.59
7. Enterprise FM Trust - Vehicle Leases - \$43,467.61
8. Thomas Engineering Group, LLC - Professional Engineering Services for Oak Brook 2024 Streets Improvement Project - \$27,321.00
9. BCBSIL - Health Care Services - March 2025 - \$240,761.33
10. BCBSIL - Health Care Services - April 2025 - \$240,565.14
11. Intergovernmental Risk Management Agency - February 2025 Deductible - \$24,910.24
12. Civiltech Engineering, Inc. - Professional Engineering Services - January 2025 - \$23,397.60
13. Chicagoland Pool Management - May 1st Payment on Pool Management Contract - \$32,239.00
14. Aqua Illinois Inc. - Water Supplied from Aqua Mains from 2023 to 2024 - \$74,371.76
- B. Approval of Payroll Paydate: March 20, 2025 - \$954,948.08
April 03, 2025 - \$988,902.90
- C. Village of Oak Brook – Monthly Financial Reports - February 2025
- D. Development Services Referrals
 1. 3500 Madison Street - Final Plat of Consolidation
7. ITEMS REMOVED FROM CONSENT AGENDA
8. ACTIVE BUSINESS
 - A. Ordinances & Resolutions
 1. Resolution R-2287, A Resolution Authorizing and Approving the Execution of a Purchase Order To Insight Public Sector, Inc. for the Purchase of Cradlepoint Mobile Routers With 3-Year Netcloud Essentials For Cloud Management and External Antenna
 2. Resolution R-2290, A Resolution Authorizing the Award of Contract to the Lowest Responsible Bidder, Cerniglia Co., of Melrose Park, IL, for the Woodside and Forest Glen Watermain Improvement Project

3. Resolution R-2291, A Resolution Awarding a Professional Engineering Services Agreement for the Village's Jorie Boulevard Over Ginger Creek Culvert Rehabilitation to BLA, Inc., Itasca, Illinois
4. Resolution R-2292, A Resolution Awarding a Professional Engineering Services Agreement for the Heating, Ventilation, and Air Conditioning (HVAC) System Replacement AC5, AC6, AC7 and AC8 at the Butler Government Center and Oak Brook Police Department, to Kluber Architects and Engineers, Aurora, Illinois
5. Resolution R-2293, A Resolution Authorizing and Approving the Execution of a Purchase Order for One 2025 Ford Explorer to Currie Motors of Frankfort, IL.
6. Resolution R-2294, A Resolution Approving the Award of Contract for the Sports Core Property Capital Improvements Project to Schroeder Asphalt Services, Huntley, Illinois
7. Resolution R-2295, A Resolution Approving an Intergovernmental Agreement Between the County of DuPage, Illinois and the Village of Oak Brook for Storm Water System Improvements
8. Ordinance S-1725, An Ordinance Authorizing Amendments and Transfers Among Budget Line Items the Village of Oak Brook, Illinois
9. Ordinance S-1726, An Ordinance Authorizing Amendments and Transfers Among Budget Line Items the Village of Oak Brook, Illinois
10. Ordinance S-1724, An Ordinance Approving and Authorizing the Execution of the First Addendum to the License Agreement By and Between the Village of Oak Brook and Chic Chef Catering, Inc.

9. BOARD UPDATES

10. ADJOURN TO CLOSED SESSION

For the Purpose of Discussing (1) Minutes of Meetings Lawfully Closed Under This Act, (2)to consider the purchase or lease of real property for the use of the Village, Pursuant to 2(C)(21) and 2(C)(5) Of the Illinois Open Meetings Act Respectively

11. ADJOURNMENT

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

Approval for Payroll Paydate: 03/20/25

Total Gross Payroll	\$	657,672.73
----------------------------	-----------	-------------------

Employee Deductions:

Illinois Municipal Retirement Fund	\$	16,553.12
Police Pension Fund	\$	19,118.89
Fire Pension Fund	\$	13,075.00
Federal Tax Withholding	\$	69,459.69
State Tax Withholding	\$	27,139.40
Social Security and Medicare	\$	25,863.68
ICMA/NACO/457	\$	43,120.04
Court Orders	\$	530.00
Insurance Contributions	\$	22,987.94
Aflac Contributions	\$	1,142.57
Mo Vol Life	\$	462.18
Police Union Dues	\$	-
Fire Union Dues	\$	1,354.20
Public Works Union Dues	\$	1,190.48
125-Medical/Dependent Care	\$	3,067.25

Total Employee Deductions		245,064.44
----------------------------------	--	-------------------

Net Payroll	\$	412,608.29
--------------------	-----------	-------------------

Village Expenses:

Police Pension	\$	79,967.54
Fire Pension	\$	76,679.90
IMRF Pension	\$	24,569.26
Insurance Contributions	\$	90,194.97
Social Security and Medicare	\$	25,863.68

Total Village Expenses		297,275.35
-------------------------------	--	-------------------

Total Payroll (Gross Payroll plus Village Expenses)	\$	954,948.08
--	-----------	-------------------

Payroll Date: 03/20/25

Employee Deductions		Pension	Salary by Pension	Percent of
		Deduction	Plan	Pensionable Salary**
	Police	\$ 19,118.89	\$ 192,925.24	9.910%
	Fire	13,075.00	138,286.58	9.455%
	IMRF	11,528.82	256,196.67	4.500%
	Non-Pensionable	-		0.000%
			<u>\$ 587,408.49</u>	

Village Payment into Pensions		Village	Percent of Payroll*	Percent "Match" of what Employee Contributes
		Contribution		
	Police	\$ 79,967.54	41.45%	418.3%
	Fire	76,679.90	55.45%	586.5%
	IMRF	24,569.26	8.67%	192.7%
		<u>\$ 181,216.70</u>		

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

Approval for Payroll Paydate: 04/03/25

Total Gross Payroll	\$	693,081.36
----------------------------	-----------	-------------------

Employee Deductions:

Illinois Municipal Retirement Fund	\$	15,629.30
Police Pension Fund	\$	19,109.26
Fire Pension Fund	\$	12,765.30
Federal Tax Withholding	\$	71,825.97
State Tax Withholding	\$	27,473.53
Social Security and Medicare	\$	25,773.97
ICMA/NACO/457	\$	70,812.41
Court Orders	\$	530.00
Insurance Contributions	\$	27,711.11
Aflac Contributions	\$	1,142.57
Mo Voi Life	\$	429.73
Police Union Dues	\$	1,728.00
Fire Union Dues	\$	1,307.67
Public Works Union Dues	\$	1,190.48
125-Medical/Dependent Care	\$	3,067.25

Total Employee Deductions		280,496.55
----------------------------------	--	-------------------

Net Payroll	\$	412,584.81
--------------------	-----------	-------------------

Village Expenses:

Police Pension	\$	79,927.22
Fire Pension	\$	74,863.79
IMRF Pension	\$	23,079.97
Insurance Contributions	\$	92,176.59
Social Security and Medicare	\$	25,773.97

Total Village Expenses		295,821.54
-------------------------------	--	-------------------

Total Payroll (Gross Payroll plus Village Expenses)	\$	988,902.90
--	-----------	-------------------

Payroll Date: 04/03/25

Employee Deductions		Pension	Salary by Pension	Percent of
		Deduction	Plan	Pensionable Salary**
	Police	\$ 19,109.26	\$ 192,827.95	9.910%
	Fire	12,765.30	135,011.37	9.455%
	IMRF	10,829.99	240,667.04	4.500%
	Non-Pensionable	-		0.000%
			<u>\$ 568,506.36</u>	

Village Payment into Pensions		Village	Percent of Payroll*	Percent "Match" of what Employee Contributes
		Contribution		
	Police	\$ 79,927.22	41.45%	418.3%
	Fire	74,863.79	55.45%	586.5%
	IMRF	23,079.97	8.67%	192.7%
		<u>\$ 177,870.98</u>		

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



VILLAGE OF OAK BROOK

MONTHLY FINANCIAL REPORTS

FEBRUARY 2025



Executive Summary on Village Funds

Through February 28, 2025

	YTD		YTD		YTD	Estimated
	Revenues		Expenditures		Net Fund Increase (Decrease)	YTD Ending Fund Balance (Deficit)
<u>Governmental Funds</u>						
General Fund (Major Fund) <i>Main operating fund of the Village.</i>	\$	5,349,817	\$	5,196,935	\$ 152,882	\$ 43,530,359
Hotel Fund (Major Fund) <i>Collects and spends resources from the 3% hotel/motel tax.</i>	\$	187,383	\$	94,176	\$ 93,206	\$ 5,439,821
Motor Fuel Tax Fund <i>Collects and spends resources from the State motor fuel tax.</i>	\$	75,542	\$	7,874	\$ 67,668	\$ 2,459,884
Infrastructure Fund (Major Fund) <i>Accounts for construction and maintenance of roadways, drainage, and safety path systems.</i>	\$	1,452,286	\$	678,989	\$ 773,296	\$ 15,197,804
<u>Enterprise Funds</u>						
Water Fund (Major Fund) <i>Collects user fees for the distribution of water and maintenance of infrastructure.</i>	\$	1,435,057	\$	1,039,884	\$ 395,173	\$ 22,313,816
Sports Core Fund (Major Fund) <i>Accounts for revenues and expenses relating to administration, programs, food and beverage operations, and golf course.</i>	\$	455,578	\$	355,374	\$ 100,204	\$ 3,004,092
<u>Internal Service Funds</u>						
Insurance Fund <i>Accounts for the Village's health insurance costs and the related contributions from the Village, employees, retirees, and other agencies.</i>	\$	271,336	\$	539,009	\$ (267,673)	\$ 129,956
Garage Fund <i>Accounts for the maintenance of the Village's vehicle fleet and the related departmental reimbursements.</i>	\$	147,654	\$	181,640	\$ (33,986)	\$ 409,677
Equipment Replacement Fund <i>Accounts for the replacement of the Village's vehicle fleet and the related departmental contributions.</i>	\$	242,109	\$	87,615	\$ 154,494	\$ 3,772,180

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

Village of Oak Brook
General Fund Financial Update
For the Period Ending February 28, 2025

	2/28/24	2/28/25	2/28/25	2/28/25	2025	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Prior
	Actual	Actual	Amended	Amended	Budget	Year
			Budget	Budget		
<u>OPERATING REVENUES</u>						
Sales Tax	\$ 2,816,895	3,202,106	\$ 2,875,000	111.4%	\$ 17,250,000	\$ 385,210
State Income Tax	253,389	271,031	216,667	125.1%	1,300,000	17,642
Replacement Tax	94,934	65,385	91,667	71.3%	550,000	(29,549)
Road & Bridge Tax	6,361	-	5,833	0.0%	35,000	(6,361)
Local Use Tax	57,071	41,433	53,167	77.9%	319,000	(15,638)
Cannabis Use Tax	2,175	2,227	2,083	106.9%	12,500	52
Grants	151,500	4,180	28,520	14.7%	171,120	(147,320)
Utility/Telecom. Tax	603,955	537,580	625,000	86.0%	3,750,000	(66,376)
Licenses and Permits	588,925	239,280	457,927	52.3%	2,747,560	(349,645)
Charges for Services	485,242	379,176	456,342	83.1%	2,738,050	(106,066)
Investment Interest	287,390	159,372	166,667	95.6%	1,000,000	(128,018)
Miscellaneous Income	109,003	112,872	101,037	111.7%	606,221	3,868
Total Operating Revenues	\$ 5,456,841	\$ 5,014,641	\$ 5,079,909	98.7%	\$ 30,479,451	\$ (442,200)
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 2,860,934	\$ 3,568,473	\$ 3,964,543	90.0%	\$ 23,787,259	\$ 707,539
Materials and Supplies	89,302	81,789	114,909	71.2%	689,454	\$ (7,513)
Operation and Contract	1,311,450	1,523,577	1,218,754	125.0%	7,312,523	\$ 212,127
Other Expenditures	2,123	2,117	1,650	128.3%	9,900	\$ (7)
Capital Outlay	14,755	20,979	102,096	20.5%	612,575	\$ 6,225
Total Operating Expenditures	\$ 4,278,563	\$ 5,196,935	\$ 5,401,952	96.2%	\$ 32,411,711	\$ 918,371
<u>SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES</u>						
	\$ 1,178,278	\$ (182,294)	\$ (322,043)	56.6%	\$ (1,932,260)	\$ (1,360,572)
<u>INTERFUND TRANSACTIONS</u>						
Transfers In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Transfers Out				N/A		-
Reimbursements From Other Funds	145,990	335,176	335,177	100.0%	2,011,062	189,186
Reimbursements To Other Funds	-	-	-	N/A	-	-
Sports Core Loan				N/A	-	-
Total Interfund Transactions	\$ 145,990	\$ 335,176	\$ 335,177	100.0%	\$ 2,011,062	\$ 189,186
NET FUND INCREASE (DECREASE)	\$ 1,324,268	\$ 152,882	\$ 13,134		\$ 78,802	\$ (1,171,386)

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

Village of Oak Brook
Hotel Tax Fund Financial Update
For the Period Ending February 28, 2025

	2/28/24	2/28/25	2/28/25	2/28/25	2025	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Prior
	Actual	Actual	Amended	Amended	Budget	Year
			Budget	Budget		
<u>OPERATING REVENUES</u>						
Hotel Tax	\$ 237,890	\$ 163,172	\$ 233,333	69.9%	\$ 1,400,000	\$ (74,718)
Investment Interest	27,376	24,210	10,000	242.1%	60,000	(3,165)
Loan Interest	-	-	-	N/A	-	-
Miscellaneous	-	-	84,083		504,500	-
Total Operating Revenues	\$ 265,266	\$ 187,383	\$ 327,417	57.2%	\$ 1,964,500	\$ (77,883)
<u>EXPENDITURES</u>						
Personnel	\$ -	\$ 20,822	\$ 23,478		\$ 140,868	\$ -
Operation and Contract	1,184	20,504	162,661	0.13	975,965	19,320.40
Capital Outlay	12	18,553	98,958	18.7%	593,750	18,541
Total Expenditures	\$ 1,196	\$ 59,878	\$ 261,619	22.9%	\$ 1,710,583	\$ 37,861
<u>SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES</u>	\$ 264,070	\$ 127,504	\$ 42,319	301.3%	\$ 253,917	\$ (115,745)
<u>INTERFUND TRANSACTIONS</u>						
Transfer Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Reimbursements to Other Funds	-	(34,298)	(34,299)	100.0%	(205,791)	(34,298)
Total Interfund Transactions	\$ -	\$ (34,298)	\$ (34,299)	100.0%	\$ (205,791)	\$ (34,298)
NET FUND INCREASE (DECREASE)	\$ 264,070	\$ 93,206	\$ 8,021		\$ 48,126	\$ (150,043)

Note - Expenditures are recorded in program 171.

Village of Oak Brook
Infrastructure Fund Financial Update
For the Period Ending February 28, 2025

	2/28/24	2/28/25	2/28/25	2/28/25	2025	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Prior
	Actual	Actual	Amended	Amended	Budget	Year
			Budget	Budget		
<u>OPERATING REVENUES</u>						
Non-Home Rule Sales Tax	\$ 1,220,744	\$ 1,358,019	\$ 1,165,833	116.5%	\$ 6,995,000	\$ 137,275
Charges for Services	-	-	-	N/A	-	\$ -
Investment Interest	120,704	94,267	66,667	141.4%	400,000	(26,437)
Grants	-	-	-	N/A	-	-
Miscellaneous	580	-	-	N/A	-	(580)
Total Operating Revenues	\$ 1,342,028	\$ 1,452,286	\$ 1,232,500	117.8%	\$ 7,395,000	\$ 110,258
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 27,726	\$ 13,213	\$ -	N/A	\$ -	\$ (14,512)
Materials and Supplies	35	-	7,967	0.0%	47,800	(35)
Operation and Contract	147,917	179,125	381,369	47.0%	2,288,213	31,208
Other Expenditures	5,334	-	-	N/A	-	(5,334)
Capital Outlay	133,415	369,667	751,862	49.2%	4,511,174	236,252
Total Operating Expenditures	\$ 314,427	\$ 562,005	\$ 1,141,198	49.2%	\$ 6,847,187	\$ 247,579
<u>SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES</u>						
	\$ 1,027,601	\$ 890,280	\$ 91,302	975.1%	\$ 547,813	\$ (137,321)
<u>INTERFUND TRANSACTIONS</u>						
Transfers In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Reimbursements From Other Funds	-	-	33,333	0.0%	200,000	-
Reimbursements To Other Funds	-	(116,984)	(116,984)	100.0%	(701,906)	(116,984)
Total Interfund Transactions	\$ -	\$ (116,984)	\$ (83,651)	139.8%	\$ (501,906)	\$ (116,984)
<u>NET FUND INCREASE (DECREASE)</u>						
	\$ 1,027,601	\$ 773,296	\$ 7,651		\$ 45,907	\$ (254,305)

Village of Oak Brook
Water Fund Financial Update
For the Period Ending February 28, 2025

	2/28/24	2/28/25	2/28/25	2/28/25	2025	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Difference
	Actual	Actual	Amended	Amended	Budget	Prior
			Budget	Budget		Year
<u>OPERATING REVENUES</u>						
Plan Review Fees	\$ 152	\$ 150	\$ 88	171.4%	\$ 525	\$ (2)
Building/Inspection Fees	-	-	250	0.0%	1,500	-
Water Sales	1,229,273	1,226,582	1,884,866	65.1%	11,309,195	(2,691)
Unmetered Sales	1,200	1,925	10,000	19.3%	60,000	725
Water Connection Fees	13,110	12,420	12,333	100.7%	74,000	(690)
Fire Service Charge	-	-	-	N/A	-	-
Meter Charges	3,080	5,058	2,500	202.3%	15,000	1,978
Special Services	-	-	2,500	0.0%	15,000	-
Investment Interest	215,030	158,806	116,667	136.1%	700,000	(56,225)
Proceeds from Property Sale	-	-	-	N/A	-	-
Miscellaneous	18,862	30,116	12,500	240.9%	75,000	11,254
Total Operating Revenues	\$ 1,480,707	\$ 1,435,057	\$ 2,041,703	70.3%	\$ 12,250,220	\$ (45,650)
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 109,334	\$ 87,733	\$ 109,546	80.1%	\$ 657,277	\$ (21,602)
Materials and Supplies	23,576	21,849	19,945	109.5%	119,671	(1,727)
Operation and Contract	516,920	747,625	1,150,593	65.0%	6,903,559	230,705
Capital Outlay	72,814	84,476	1,292,365	6.5%	7,754,190	11,662
Total Expenditures	\$ 722,644	\$ 941,682	\$ 2,572,449	36.6%	\$ 15,434,696	\$ 219,038
Surplus (Deficit) of Revenues Over Expenditures	\$ 758,063	\$ 493,375	\$ (530,746)	-93.0%	\$ (3,184,476)	\$ (264,688)
<u>INTERFUND TRANSACTIONS</u>						
Reimbursements To Other Funds	\$ -	\$ (98,202)	\$ (98,200)	100.0%	\$ (589,202)	\$ (98,202)
Total Interfund Transactions	\$ -	\$ (98,202)	\$ (98,200)	100.0%	\$ (589,202)	\$ (98,202)
Fund Increase/(Decrease) - Budgetary Basis	\$ 758,063	\$ 395,173	\$ (628,946)		\$ (3,773,678)	\$ (362,890)
<u>ADJUSTMENTS TO GAAP BASIS*</u>						
Remove Capital Outlay	\$ 72,814	\$ 84,476				
Depreciation Expense	(47,917)	(95,833)				
IMRF Pension Expense	(3,750)	(7,500)				
OPEB Expense	(2,500)	(5,000)				
Total GAAP Adjustments	\$ 18,647	\$ (23,858)				
Fund Increase/(Decrease) - GAAP Basis	\$ 776,710	\$ 371,315				

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

Village of Oak Brook
Monthly Operating Statement
Sports Core Fund Consolidated Presentation
For the Period Ending February 28, 2025

					2/28/25	2/28/25	2/28/25	2025	2/28/24	Difference
	B&T Recreation	Field	Clubhouse	Golf	YTD	YTD	% of YTD	Adopted	YTD	Prior
	Operations	Operations	Operations	Club	Total	Amended	Amended	Budget	Total	Year
						Budget	Budget			
OPERATING REVENUES										
Memberships	\$ 253,758	\$ -	\$ -	\$ 116,325	\$ 370,083	\$ 159,934	231.4%	\$ 959,607	\$ 21,200	\$ 348,883
Greens Fees	-	-	-	-	-	310,998	0.0%	1,865,990	-	-
Pro Shop Sales	-	-	-	1,401	1,401	30,000	4.7%	180,000	3,986	(2,586)
Golf Lessons	-	-	-	2,250	2,250	7,500	30.0%	45,000	-	2,250
Driving Range Fees	-	-	-	28,883	28,883	110,230	26.2%	661,382	3,920	24,963
Golf Surcharge	-	-	-	-	-	37,500	0.0%	225,000	-	-
Rentals	-	5,000	24,032	5,650	34,682	183,667	18.9%	1,102,000	12,053	22,629
Programs/User Fees	4,750	-	-	-	4,750	34,300	13.8%	205,800	-	4,750
Food Sales	-	-	-	480	480	9,630	5.0%	57,780	-	480
Beverage Sales	-	-	-	884	884	13,147	6.7%	78,880	-	884
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	2,892	-	-	2,605	5,497	16,333	33.7%	98,000	426	5,071
Total Operating Revenues	\$ 261,400	\$ 5,000	\$ 24,032	\$ 158,477	\$ 448,910	\$ 913,240	49.2%	\$ 5,479,439	\$ 41,585	\$ 407,324
OPERATING EXPENDITURES										
Personnel	\$ 29,662	\$ -	\$ -	\$ 103,123	\$ 132,784	\$ 275,177	48.3%	\$ 1,651,064	\$ 97,642	\$ 35,142
Materials & Supplies	2,987	-	14	13,822	16,824	71,005	23.7%	426,030	12,365	4,458
Operational & Contractual	75,636	1,092	5,663	21,016	103,407	201,951	51.2%	1,211,708	167,799	(64,393)
Other	-	-	-	-	-	-	N/A	-	-	-
Capital	10,000	-	-	-	10,000	261,659	3.8%	1,569,954	11,108	(1,108)
Total Operating Expenditures	\$ 118,285	\$ 1,092	\$ 5,677	\$ 137,961	\$ 263,014	\$ 809,792	32.5%	\$ 4,858,755	\$ 288,915	\$ (25,901)
B&T Administration Overhead Allocation*	\$ 109,339	\$ (9,292)	\$ (20,149)	\$ (79,898)	\$ 0	\$ -	N/A	\$ -	\$ -	\$ 0
Operating Revenues Over (Under) Expenditures	\$ 252,455	\$ (5,384)	\$ (1,794)	\$ (59,382)	\$ 185,896	\$ 103,447	179.7%	\$ 620,684	\$ (247,329)	\$ 433,225
INTERFUND TRANSACTIONS										
Reimbursement From Infrastructure Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Reimbursement From Water Fund	6,668	-	-	-	6,668	6,667	100.0%	40,000	-	6,668
Reimbursement To General Fund	(92,360)	-	-	-	(92,360)	(92,351)	100.0%	(554,106)	-	(92,360)
Total Interfund Transactions	\$ (85,692)	\$ -	\$ -	\$ -	\$ (85,692)	\$ (85,684)	100.0%	\$ (514,106)	\$ -	\$ (85,692)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 166,763	\$ (5,384)	\$ (1,794)	\$ (59,382)	\$ 100,204	\$ 17,763		\$ 106,578	\$ (247,329)	\$ 347,533

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

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

Village of Oak Brook
Monthly Operating Statement
Bath & Tennis Club Recreation Operations
For the Period Ending February 28, 2025

	811 B&T Admin	812 Swimming	813 Tennis	822 Poolside Café	2/28/25 YTD Total	2/28/25 YTD Adopted Budget	2/28/25 % of YTD Amended Budget	2025 Adopted Budget	2/28/24 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>										
Memberships	\$ -	\$ 249,920	\$ 3,838	\$ -	\$ 253,758	\$ 83,797	302.8%	\$ 502,782	\$ 21,200	\$ 232,558
Programs/User Fees	-	4,750	-	-	4,750	34,300	13.8%	205,800	-	4,750
Food Sales	-	-	-	-	-	1,338	0.0%	8,030	-	-
Beverage Sales	-	-	-	-	-	605	0.0%	3,630	-	-
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	2,392	-	-	500	2,892	15,167	19.1%	91,000	295	2,597
Total Operating Revenues	\$ 2,392	\$ 254,670	\$ 3,838	\$ 500	\$ 261,400	\$ 135,207	193.3%	\$ 811,242	\$ 21,495	\$ 239,905
<u>OPERATING EXPENDITURES</u>										
Personnel	\$ 29,541	\$ 121	\$ -	\$ -	\$ 29,662	\$ 48,436	61.2%	\$ 290,617	\$ -	\$ 29,662
Materials & Supplies	-	2,975	12	-	2,987	4,693	63.7%	28,155	193	2,795
Operational & Contractual	61,191	14,445	-	-	75,636	107,225	70.5%	643,347	98,863	(23,227)
Other	-	-	-	-	-	-	N/A	-	-	-
Capital	-	10,000	-	-	10,000	119,817	8.3%	718,900	-	10,000
Total Operating Expenditures	\$ 90,732	\$ 27,540	\$ 12	\$ -	\$ 118,285	\$ 280,170	42.2%	\$ 1,681,019	\$ 99,055	\$ 19,229
B&T Administration Overhead Allocation*	\$ 138,668	\$ (23,087)	\$ (4,574)	\$ (1,667)	\$ 109,339	109,339	100.0%	\$ 656,036	\$ -	\$ 109,339
Operating Revenues Over (Under) Expenditures	\$ 50,328	\$ 204,042	\$ (749)	\$ (1,167)	\$ 252,455	\$ (35,624)	-708.7%	\$ (213,742)	\$ (77,560)	\$ 330,015
<u>INTERFUND TRANSACTIONS</u>										
Reimbursement From Infrastructure Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Reimbursement From Water Fund	6,668	-	-	-	6,668	6,667	100.0%	40,000	-	6,668
Reimbursement To General Fund	(92,360)	-	-	-	(92,360)	(92,351)	100.0%	(554,106)	-	(92,360)
Total Interfund Transactions	\$ (85,692)	\$ -	\$ -	\$ -	\$ (85,692)	\$ (85,684)	100.0%	\$ (514,106)	\$ -	\$ (85,692)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ (35,364)	\$ 204,042	\$ (749)	\$ (1,167)	\$ 166,763	\$ (121,308)		\$ (727,848)	\$ (77,560)	\$ 244,323

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

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

Village of Oak Brook
Monthly Operating Statement
Open Fields Operations
For the Period Ending February 28, 2025

	815 Polo	816 Open Fields	2/28/25 YTD Total	2/28/25 YTD Amended Budget	2/28/25 % of YTD Amended Budget	2025 Adopted Budget	2/28/24 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>								
Field Rentals	\$ -	\$ 5,000	\$ 5,000	\$ 33,833	14.8%	\$ 203,000	\$ -	\$ 5,000
Range Rentals	-	-	-	-	N/A	-	-	-
Taste of Oak Brook	-	-	-	-	N/A	-	-	-
Other Revenue	-	-	-	-	N/A	-	-	-
Total Operating Revenues	\$ -	\$ 5,000	\$ 5,000	\$ 33,833	14.8%	\$ 203,000	\$ -	\$ 5,000
<u>OPERATING EXPENDITURES</u>								
Personnel	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Materials & Supplies	-	-	-	1,582	0.0%	9,490	-	-
Operational & Contractual	-	1,092	1,092	12,670	8.6%	76,022	536	556
Capital	-	-	-	-	N/A	-	-	-
Total Operating Expenditures	\$ -	\$ 1,092	\$ 1,092	\$ 14,252	7.7%	\$ 85,512	\$ 536	\$ 556
B&T Administration Overhead Allocation*	\$ -	\$ (9,292)	\$ (9,292)	(9,292)	100.0%	\$ (55,754)	\$ -	\$ (9,292)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ -	\$ (5,384)	\$ (5,384)	\$ 10,289	-52.3%	\$ 61,733	\$ (536)	\$ (4,848)

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

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

Village of Oak Brook
Monthly Operating Statement
Bath & Tennis Clubhouse Operations
For the Period Ending February 28, 2025

	821 B&T Clubhouse	2/28/25 YTD Amended Budget	2/28/25 % of YTD Amended Budget	2025 Adopted Budget	2/28/24 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>						
Rentals	\$ 24,032	\$ 39,000	61.6%	\$ 234,000	\$ 12,053	\$ 11,979
Other Revenue	-	-	0.0%	-	-	-
Total Operating Revenues	\$ 24,032	\$ 39,000	61.6%	\$ 234,000	\$ 12,053	\$ 11,979
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Materials & Supplies	14	2,292	0.6%	13,750	3,330	(3,316)
Operational & Contractual	5,663	6,728	84.2%	40,365	8,895	(3,232)
Capital	-	-	N/A	-	-	-
Total Operating Expenditures	\$ 5,677	\$ 9,019	62.9%	\$ 54,115	\$ 12,225	\$ (6,548)
B&T Administration Overhead Allocation*	\$ (20,149)	(20,149)	100.0%	\$ (120,895)	\$ -	\$ (20,149)
Operating Revenues Over (Under) Expenditures	\$ (1,794)	\$ 9,832	-18.2%	\$ 58,990	\$ (172)	\$ (1,622)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ (1,794)	\$ 9,832		\$ 58,990	\$ (172)	\$ (1,622)

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

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

Village of Oak Brook
Monthly Operating Statement
Golf Club Programs
For the Period Ending February 28, 2025

	823 Golf Café	831 Golf General Operation	832 Golf Learning & Practice	833 Golf Cart Operations	834 Golf Course Maintenance	844 Golf Surcharge	2/28/25 YTD Total	2/28/25 YTD Amended Budget	2/28/25 % of YTD Amended Budget	2025 Adopted Budget	2/28/24 YTD Total	Difference Prior Year
OPERATING REVENUES												
Memberships	\$ -	\$ 116,325	\$ -	\$ -	\$ -	\$ -	\$ 116,325	\$ 76,138	152.8%	\$ 456,825	\$ -	\$ 116,325
Greens Fees	-	-	-	-	-	-	-	310,998	0.0%	1,865,990	-	-
Pro Shop Sales	-	1,401	-	-	-	-	1,401	30,000	4.7%	180,000	3,986	(2,586)
Golf Lessons	-	-	2,250	-	-	-	2,250	7,500	30.0%	45,000	-	2,250
Driving Range Fees	-	-	28,883	-	-	-	28,883	110,230	26.2%	661,382	3,920	24,963
Rentals	5,650	-	-	-	-	-	5,650	110,833	5.1%	665,000	-	5,650
Food Sales	480	-	-	-	-	-	480	8,292	5.8%	49,750	-	480
Beverage Sales	884	-	-	-	-	-	884	12,542	7.0%	75,250	-	884
Golf Surcharge	-	-	-	-	-	-	-	37,500	0.0%	225,000	-	-
Other Revenue	-	2,605	-	-	-	-	2,605	1,167	223.3%	7,000	131	2,474
Total Operating Revenues	\$ 7,014	\$ 120,331	\$ 31,133	\$ -	\$ -	\$ -	\$ 158,477	\$ 705,200	22.5%	\$ 4,231,197	\$ 8,037	\$ 150,440
OPERATING EXPENDITURES												
Personnel	\$ -	\$ 37,984	\$ -	\$ -	\$ 65,139	\$ -	\$ 103,123	\$ 226,741	45.5%	\$ 1,360,447	\$ 97,642	\$ 5,481
Materials & Supplies	-	4,804	970	-	8,048	-	13,822	62,439	22.1%	374,635	8,843	4,980
Operational & Contractual	-	7,813	776	-	12,427	-	21,016	75,329	27.9%	451,973	59,505	(38,489)
Other	-	-	-	-	-	-	-	-	N/A	-	-	-
Capital	-	-	-	-	-	-	-	141,842	0.0%	851,054	11,108	(11,108)
Total Operating Expenditures	\$ -	\$ 50,601	\$ 1,746	\$ -	\$ 85,614	\$ -	\$ 137,961	\$ 506,351	27.2%	\$ 3,038,108	\$ 177,098	\$ (39,137)
Operating Revenues Over (Under) Expenditures	\$ 7,014	\$ 69,730	\$ 29,387	\$ -	\$ (85,614)	\$ -	\$ 20,516	\$ 198,848	10.3%	\$ 1,193,089	\$ (169,061)	\$ 189,577
B&T Administration Overhead Allocation*	\$ -	\$ (79,898)	\$ -	\$ -	\$ -	\$ -	\$ (79,898)	(79,898)	100.0%	(479,387)	-	(79,898)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 7,014	\$ (10,168)	\$ 29,387	\$ -	\$ (85,614)	\$ -	\$ (59,382)	\$ 118,950		\$ 713,702	\$ (169,061)	\$ 109,679

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



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
April 8, 2025

SUBJECT: 3500 Madison Street - 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:

Oakley Home Builders, applicant for the owners of the property, has submitted a petition requesting approval of a Final Plat of Consolidation to combine two (2) existing parcels to create one lot consisting of approximately 1.31 acres (or 57,270 SF). The parcels are zoned R-2 Single Family Detached Residence District.

Lot-1 has an existing home that will be demolished. The consolidated lots will provide ample space for the construction of a new residence. The minimum required lot area in the R-2 district is 43,560 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

DATE FILED

3500 Madison St, Oak Brook, IL 60523

March 25, 2025

GENERAL LOCATION AND LEGAL ADDRESS OF PROPERTY TO BE SUBDIVIDED

2 Lots located at Spring Rd and Madison st - 3500 Madison St & 35000 Spring Rd

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. 06-35-402-008 & 06-35-402-007

NAME OF APPLICANT (and Email Address) Oakley Home Builders PHONE 630-241-9401

ADDRESS 5216 Main St CITY Downers Grove STATE IL ZIP 60515

RELATIONSHIP of APPLICANT TO PROPERTY General Contractor

OWNER OF RECORD Reserve six LLC

PHONE _____

ADDRESS 11 Birchwood Avw CITY Hinsdale STATE IL ZIP 60521

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.

Dennis M... 3/27/25
Signature of Owner Date

Van Nelson 3/27/25
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.

Dennis M...
Signature of Owner

3/27/25
Date

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

SIZING BY LAND USE CATEGORY	RESIDENTIAL	COMMERCIAL	OPEN SPACE	OTHER	TOTAL
NUMBER of LOTS	2				
NUMBER of ACRES	1.31 Acres				
NUMBER of SQUARE FEET	57,270 Sq Ft				

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
Ashley & Chris Wurzer	3516 Madison St, Oak Brook IL 60523	3516 Madison St	06-35-402-004
Bruce & Lois Miller	3518 Madison St, Oak Brook IL 60523	3518 Madison St	06-35-402-005
Giancarlo & Y Turano II	3602 Madison St, Oak Brook IL 60523	3602 Madison St	06-35-403-035
Preston Bokos	3502 Spring Rd, Oak Brook IL 60523	3502 Spring Rd	06-36-300-059
D & S Saratore Iverson	3515 Madison St, Oak Brook IL 60523	3515 Spring Rd	06-36-300-002
3521 Madison LLC	3971 Gulf Shore BLDV Unit 1503, Naples FL 34103	3521 Madison St	06-36-300-004
Frank Gaik	14611 Highland Harbour Ct, Ft Myers FL 33908	3500 Spring Rd	06-35-204-002

NOTICE TO APPLICANT

REFER TO OAK BROOK CODE: TITLE 14 - SUBDIVISION REGULATIONS

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

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

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

PRELIMINARY PLAT	_____	\$50.00 per lot or \$750.00 minimum**
FINAL PLAT (G-289, 3/24/81)	<u>1</u> _____	\$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	<u>1</u> _____	\$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 _____ Fee Paid \$ _____ Receipt No. _____ Received By _____

HEARING DATES: Board of Trustees (Referral) _____ P&Z Commission _____ Board of Trustees _____

SIGNED - VILLAGE CLERK _____ Date _____

PIN	BILLNAME	BILLSTNUM	BILLSTDIR	BILLSTNAM	BILLAPT	BILLCITY	BILL	BILLZIP	PROPSTNA	PROPAPT
0635204002	GAIK, FRANCES V			8541 PAVIA WAY		LAKEWOOD RANCH	FL	34202	3500 SPRING RD	
0636300005	RYAN, CAROLYN C TR			3525 MADISON ST		OAK BROOK	IL	60523	3525 MADISON ST	
0636101002	FOREST PRESERVE DISTRICT			P O BOX 5000		WHEATON	IL	60189	SPRING RD	
0635402005	MILLER, J BRUCE & LOIS			3518 MADISON		OAK BROOK	IL	60523	3518 MADISON ST	
0635402004	WURZER, ASHLEY & CHRIS			3516 MADISON ST		OAK BROOK	IL	60523	3516 MADISON ST	
0635402007	RESERVE SIX LLC			11 W BIRCHWOOD AVE		HINSDALE	IL	60521	3500 SPRING RD	
0636102002	BOKOS, PRESTON			3502 SPRING RD		OAK BROOK	IL	60523	3502 SPRING RD	
0635401029	RKJK FAMILY TRUST			3501 ADAMS ST		OAK BROOK	IL	60523	3501 ADAMS ST	
0635402008	RESERVE SIX LLC			11 W BIRCHWOOD AVE		HINSDALE	IL	60521	3500 MADISON ST	
0636300059	BOKOS, PRESTON			3502 SPRING RD		OAK BROOK	IL	60523	3502 SPRING RD	
0636300004	3521 MADISON LLC			3971 GULF SHORE BLVD	UNIT 1503	NAPLES	FL	34103	3521 MADISON ST	
0636300003	PERRI, JOSEPH			P O BOX 3038		OAK BROOK	IL	60522	3506 SPRING RD	
0636300002	IVERSON, D & S SARATORE			3517 MADISON ST		OAK BROOK	IL	60523	3517 MADISON ST	

COMMON ADDRESS:

3500 MADISON ST., OAK BROOK, IL.
AREA = 57,270 S.F. (MORE OR LESS)

LEGEND

R - RECORD
M - MEASURED
D - DEED
L - ARC LENGTH
R - RADIUS

CH - CHORD
● - STAKED MONUMENT
- - - - - PROPERTY BOUNDARY
- - - - - EASEMENT LINES
- - - - - LOT LINES

PLAT SUBMITTED FOR RECORDING BY:
VILLAGE OF OAK BROOK
1200 OAK BROOK ROAD
OAK BROOK, IL 60523



PREPARED FOR: GABRIEL GROUP, INC.
JOB ADDRESS: 3500 MADISON ST., OAK BROOK, IL.
JOB NO.: 25-03-0902

NEKOLA SURVEY, INC.
PROFESSIONAL LAND SURVEYING SERVICES
WWW.NEKOLASURVEY.COM
400 N. SCHMIDT RD., STE. 203
BOLINGBROOK, ILLINOIS 60440
(630) 226-1530 PHONE (630) 226-1430 FAX
DESIGN FIRM NO. 184.005564

VILLAGE COLLECTOR CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)SS

I, _____, COLLECTOR FOR THE VILLAGE OF OAK BROOK, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OF FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE NOT BEEN APPORTIONED AGAINST THE TRACT OF LAND, INCLUDED IN THIS PLAT.

DATED THIS _____ DAY OF _____, 20____

COLLECTOR

DIRECTOR OF COMMUNITY DEVELOPMENT

STATE OF ILLINOIS)
COUNTY OF DUPAGE)SS

APPROVED BY THE VILLAGE OF OAK BROOK DIRECTOR OF COMMUNITY DEVELOPMENT THIS _____ DAY OF _____, 20____

DIRECTOR OF COMMUNITY DEVELOPMENT

VILLAGE CLERK

COUNTY RECORDER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)SS

THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE _____ DAY OF _____, 20____, AT _____ O'CLOCK _____ M., AS DOCUMENT NUMBER _____

RECORDER OF DEEDS

SANITARY DISTRICT CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)SS

I, _____, COLLECTOR OF THE OAK BROOK SANITARY DISTRICT, 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 THIS PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THIS PLAT.

DATED THIS _____ DAY OF _____, 20____

COLLECTOR

SCHOOL DISTRICT STATEMENT

STATE OF ILLINOIS)
COUNTY OF DUPAGE)SS

THE UNDERSIGNED DO HEREBY CERTIFY THAT, AS OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND KNOWN AS _____, TO THE BEST OF THEIR KNOWLEDGE, IS LOCATED WITHIN BOUNDARIES OF THE _____ HIGH SCHOOL DISTRICT AND _____ ELEMENTARY SCHOOL DISTRICT IN DUPAGE COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, 20____

BY _____ ATTEST _____

COUNTY CLERK'S 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 THIS PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THIS PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, 20____

COUNTY CLERK

FINAL PLAT OF

3500 MADISON CONSOLIDATION

PARCEL 1: LOTS 1, 2, 3, 4, 5 AND 6 IN BLOCK 3 IN RIVER BLUFF ADDITION TO HINSDALE, BEING A SUBDIVISION IN SECTIONS 35 AND 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 3, 1895, AS DOCUMENT 59511, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THE EAST 112 (OF THE VACATED ALLEY WEST OF AND ADJACENT TO LOTS 1, 2, 3, 4, 5 AND 6 IN BLOCK 3 IN RIVER BLUFF ADDITION TO HINSDALE, BEING A SUBDIVISION IN SECTIONS 35 AND 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 3, 1895 AS DOCUMENT 59511, IN DUPAGE COUNTY, ILLINOIS.

PARCEL3: THE SOUTH 112 OF VACATED SUMMIT AVENUE, AS VACATED BY INSTRUMENT RECORDED AUGUST 16, 1984 AS DOCUMENT R84-65637, LYING NORTH AND ADJOINING THE NORTH LINE OF LOT 1 AND THE NORTH LINE OF LOT 1 EXTENDED WESTERLY, LYING EASTERLY OF THE WEST LINE EXTENDED NORTHERLY, ALL IN BLOCK 3 IN RIVER BLUFF ADDITION TO HINSDALE, BEING A SUBDIVISION IN SECTIONS 35 AND 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 3, 1895 AS DOCUMENT 59511, IN DUPAGE COUNTY, ILLINOIS.

DECLARATION OF RESTRICTIVE COVENANTS

THE UNDERSIGNED OWNER HEREBY DECLARES THAT THE REAL PROPERTY DESCRIBED IN AND DEPICTED ON THIS PLAT OF SUBDIVISION SHALL BE HELD, TRANSFERRED, SOLD, CONVEYED AND OCCUPIED SUBJECT TO THE FOLLOWING COVENANTS AND RESTRICTIONS:

(A) ALL PUBLIC UTILITY STRUCTURES AND FACILITIES, WHETHER LOCATED ON PUBLIC OR PRIVATE PROPERTY, SHALL BE CONSTRUCTED WHOLLY UNDERGROUND, EXCEPT FOR TRANSFORMERS, TRANSFORMER PADS, LIGHT POLES, REGULATORS, VALVES, MARKERS AND SIMILAR STRUCTURES APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF OAK BROOK PRIOR TO RECORDING OF THIS PLAT OF SUBDIVISION.

(B) AN EASEMENT FOR SERVING THE SUBDIVISION, AND OTHER PROPERTY WITH STORM DRAINAGE, SANITARY SEWER, STREET LIGHTING, POTABLE WATER SERVICE AND OTHER PUBLIC UTILITY SERVICES, IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF OAK BROOK AND OAK BROOK SANITARY DISTRICT, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEPARATELY, TO INSTALL, OPERATE AND MAINTAIN, AND REMOVE, FROM TIME TO TIME, FACILITIES AND EQUIPMENT USED IN CONNECTION WITH THE PUBLIC WATER SUPPLY, TRANSMISSION LINES, SANITARY SEWERS, STORM DRAINAGE SYSTEM, STREET LIGHTING SYSTEM, OR OTHER PUBLIC UTILITY SERVICE, AND THEIR APPURTENANCES, EITHER ON, OVER, ACROSS, BELOW OR THROUGH THE GROUND SHOWN WITHIN THE DOTTED LINES ON THE PLAT MARKED "PUBLIC UTILITY AND/OR DRAINAGE EASEMENT," OR SIMILAR LANGUAGE DESIGNATING A STORMWATER OR SEWER EASEMENT, AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, TOGETHER WITH THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE STORMWATER OR SEWER EASEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

(2) THE FOLLOWING DECLARATIONS, OR OTHERS SIMILAR THERETO, SHALL BE SET FORTH ON THE FACE OF THE PLAT:

WHEREAS, SAID LOTS WILL BE CONVEYED TO PURCHASERS SUBJECT TO THIS DECLARATION TO THE END THAT THE RESTRICTIONS IMPOSED SHALL INURE TO THE BENEFIT OF EACH AND ALL OF THE PURCHASERS OF SUCH LOTS WHETHER THEY SHALL HAVE BECOME SUCH BEFORE OR AFTER THE DATE THEREOF, AND THEIR RESPECTIVE HEIRS AND ASSIGNS, AND

WHEREAS, THE AFORESAID PROPERTY DESCRIBED ON THE ATTACHED PLAT IS LOCATED ENTIRELY WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF OAK BROOK, ILLINOIS, AND

WHEREAS, ALL OF THE PROVISIONS, RESTRICTIONS, CONDITIONS, COVENANTS, AGREEMENTS, AND CHARGES HEREIN CONTAINED SHALL RUN WITH AND BIND ALL OF SAID LOTS AND LAND AND SHALL INURE TO THE BENEFIT OF, AND BE ENFORCEABLE BY THE VILLAGE OF OAK BROOK, ILLINOIS, AND THE OWNERS OR OWNER OF ANY OF THE LOTS OF LAND COMPRISED WITHIN SAID PLAT, AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, GRANTEES AND ASSIGNS.

NOW, THEREFORE, ALL PERSONS, FIRMS OR CORPORATIONS NOW OWNING THE AFORESAID PROPERTY DO COVENANT AND AGREE THAT THEY OR ANY PERSON, FIRM OR CORPORATION HEREAFTER ACQUIRING ANY PROPERTY OR LOTS SHOWN UPON THE ATTACHED PLAT OF SUBDIVISION ARE HEREBY SUBJECTED TO THE FOLLOWING RESTRICTIONS RUNNING WITH SAID PROPERTY TO WHOMSOEVER OWNED, TO WIT:

OWNER HEREBY GRANTS TO THE VILLAGE OF OAK BROOK A STORMWATER MANAGEMENT EASEMENT FOR THE USE AND BENEFIT OF THE VILLAGE, OVER THE STORMWATER FACILITIES WITHIN THE PROPERTY AND A RIGHT OF ACCESS TO PRIVATELY OWNED LAND FOR THE REASONABLE EXERCISE OF THE RIGHTS GRANTED TO THE VILLAGE.

EACH OWNER OR PURCHASER SHALL BE RESPONSIBLE TO INSPECT AND MAINTAIN THE STORMWATER FACILITIES ON THEIR LOT. NO BUILDINGS OR STRUCTURES OF ANY KIND SHALL BE PLACED ON SAID EASEMENT NOR SHALL ANY OTHER CHANGE BE MADE ON THE PROPERTY THAT MIGHT MATERIALLY AFFECT THE PROPER MANAGEMENT, OPERATION OR CONTINUED MAINTENANCE OF ANY STORMWATER FACILITY, IMPEDE STORMWATER DRAINAGE IN OR ON THE PROPERTY, NEGATIVELY IMPACT THE WATER QUALITY OF THE STORMWATER FACILITIES, OR MATERIALLY REDUCE THE STORMWATER DETENTION OR RETENTION CAPACITY THEREOF AS PROVIDED IN THE APPROVED PLANS.

IN THE EVENT THE VILLAGE DETERMINES, IN ITS SOLE AND ABSOLUTE DISCRETION, THAT THE PROHIBITIONS OF THE PRECEDING PARAGRAPH HAVE BEEN VIOLATED OR THAT PROPER MAINTENANCE OF THE STORMWATER FACILITIES IS NOT BEING PERFORMED OR THAT PROPER OPERATION OF THE STORMWATER FACILITIES IS NOT OCCURRING, ON THE PROPERTY AT ANY TIME, THE VILLAGE OR ITS CONTRACTORS OR AGENTS, AFTER TEN (10) DAYS PRIOR WRITTEN NOTICE TO THE OWNER, MAY, BUT SHALL NOT BE OBLIGATED, TO ENTER UPON ANY OR ALL OF THE PROPERTY FOR THE PURPOSES OF (A) CORRECTING ANY VIOLATION AND (B) PERFORMING MAINTENANCE WORK ON AND TO THE STORMWATER FACILITIES.

IN THE EVENT THAT THE VILLAGE SHALL PERFORM, OR CAUSE TO BE PERFORMED, ANY WORK PURSUANT TO THE STORMWATER MANAGEMENT EASEMENT, THE VILLAGE SHALL HAVE THE RIGHT TO CHARGE THE OWNER AN AMOUNT SUFFICIENT TO DEFRAY THE ENTIRE COST OF SUCH WORK, INCLUDING ADMINISTRATIVE COSTS, EITHER BEFORE OR AFTER SUCH COST IS INCURRED. IF THE AMOUNT SO CHARGED IS NOT PAID BY THE OWNER WITHIN THIRTY (30) DAYS FOLLOWING A DEMAND IN WRITING BY THE VILLAGE FOR SUCH PAYMENT, SUCH CHARGE, TOGETHER WITH INTEREST AND COSTS OF COLLECTION, SHALL BECOME A LIEN UPON THE PROPERTY AND THE VILLAGE SHALL HAVE THE RIGHT TO COLLECT SUCH CHARGE, WITH INTEREST AND COSTS, AND TO ENFORCE SUCH LIEN AS IN FORECLOSURE PROCEEDINGS AS PERMITTED BY LAW.

IN WITNESS WHEREOF, THE OWNERS HAVE SET THEIR HANDS UPON THE ATTACHED PLAT THE DAY AND DATE FIRST WRITTEN THEREON.

DATED THIS _____ DAY OF _____, 20____

OWNER

OWNER

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO

COMMONWEALTH EDISON COMPANY AND AT&T TELEHOLDINGS INCORPORATED, ILLINOIS

AND ILLINOIS BELL TELEPHONE COMPANY

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

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)SS

I, _____, A REGISTERED PROFESSIONAL ENGINEER IN

ILLINOIS AND _____, THE OWNER OF THE LAND DEPICTED HEREON OR HIS DULY AUTHORIZED ATTORNEY, DO HEREBY STATE, THAT TO THE BEST OF OUR KNOWLEDGE AND BELIEF, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS AND 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. FURTHER, AS ENGINEER, I HEREBY CERTIFY THAT THE PROPERTY WHICH IS THE SUBJECT OF THIS SUBDIVISION OR ANY PART THEREOF IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

DATED THIS _____ DAY OF _____, 20____

OWNER OR ATTORNEY

ENGINEER

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

THIS IS TO CERTIFY THAT _____, INDIVIDUALS (OR CORPORATION), HEREBY CERTIFY THAT THEY (OR IT) ARE THE OWNERS (OR OWNER) OF THE ABOVE DESCRIBED PROPERTY AND THEY (OR IT) HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS SHOWN ON THE PLAT HEREON DRAWN.

THE CERTIFICATE SHALL BE DATED AND SHALL HAVE LINES FOR SIGNATURE AND JURAT OF NOTARY PUBLIC.

DATED THIS _____ DAY OF _____, 20____

SIGNATURE

PLEASE PRINT THE AUTHORIZED CORPORATION NAME, TITLE AND ADDRESS:

NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)SS

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE AFORESAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE FOREGOING SIGNATURE OF THE OWNER'S CERTIFICATE IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THAT SAID INDIVIDUAL APPEARED AND DELIVERED SAID INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH IN THE AFORESAID INSTRUMENT.

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

NOTARY

SURVEYORS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF WILL)SS

THIS IS TO CERTIFY THAT I, WAYNE W. NEKOLA, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAS SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1: LOTS 1, 2, 3, 4, 5 AND 6 IN BLOCK 3 IN RIVER BLUFF ADDITION TO HINSDALE, BEING A SUBDIVISION IN SECTIONS 35 AND 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 3, 1895, AS DOCUMENT 59511, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THE EAST 112 (OF THE VACATED ALLEY WEST OF AND ADJACENT TO LOTS 1, 2, 3, 4, 5 AND 6 IN BLOCK 3 IN RIVER BLUFF ADDITION TO HINSDALE, BEING A SUBDIVISION IN SECTIONS 35 AND 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 3, 1895 AS DOCUMENT 59511, IN DUPAGE COUNTY, ILLINOIS.

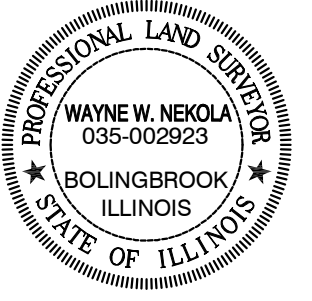
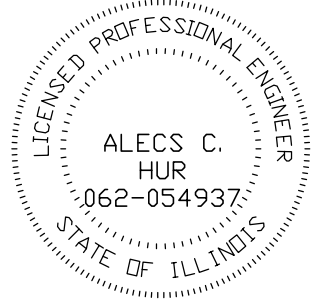
PARCEL3: THE SOUTH 112 OF VACATED SUMMIT AVENUE, AS VACATED BY INSTRUMENT RECORDED AUGUST 16, 1984 AS DOCUMENT R84-65637, LYING NORTH AND ADJOINING THE NORTH LINE OF LOT 1 AND THE NORTH LINE OF LOT 1 EXTENDED WESTERLY, LYING EASTERLY OF THE WEST LINE EXTENDED NORTHERLY OF THE EAST 112 OF THE VACATED ALLEY LYING WEST AND ADJOINING LOT 1 AND LYING WEST OF THE EAST LINE OF LOT 1 EXTENDED WESTERLY, ALL IN BLOCK 3 IN RIVER BLUFF ADDITION TO HINSDALE, BEING A SUBDIVISION IN SECTIONS 35 AND 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 3, 1895 AS DOCUMENT 59511, IN DUPAGE COUNTY, ILLINOIS.

THE PLAT HEREON DRAWN IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AND ACCURATELY DEPICTS THE ABOVE DESCRIBED PROPERTY. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 27TH DAY OF MARCH, 2025.

WAYNE W. NEKOLA I.P.L.S. NO.: 2923
LICENSE RENEWAL DATE: 11/30/2026

PIN: 06-35-402-008

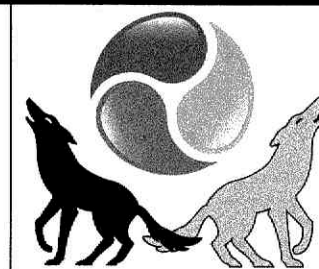


- LEGEND
- MONUMENT FOUND/SET
 - (50.0') RECORD DIMENSION
 - 50.0' M. MEASURED DIMENSION
 - P.U. & D.E. PUBLIC UTILITY & DRAINAGE EASEMENT
 - P.U.E. PUBLIC UTILITY EASEMENT

WOLF PACK CONSULTING, LLC PLAT OF SURVEY

TOTAL AREA = 31,571.97 SQUARE FEET (PARCELS 1, 2 AND 3)

NOTE: THE PARCEL DESCRIBED HEREON DOES NOT HAVE ACCESS TO A DEDICATED ROADWAY AT THE TIME OF THIS SURVEY



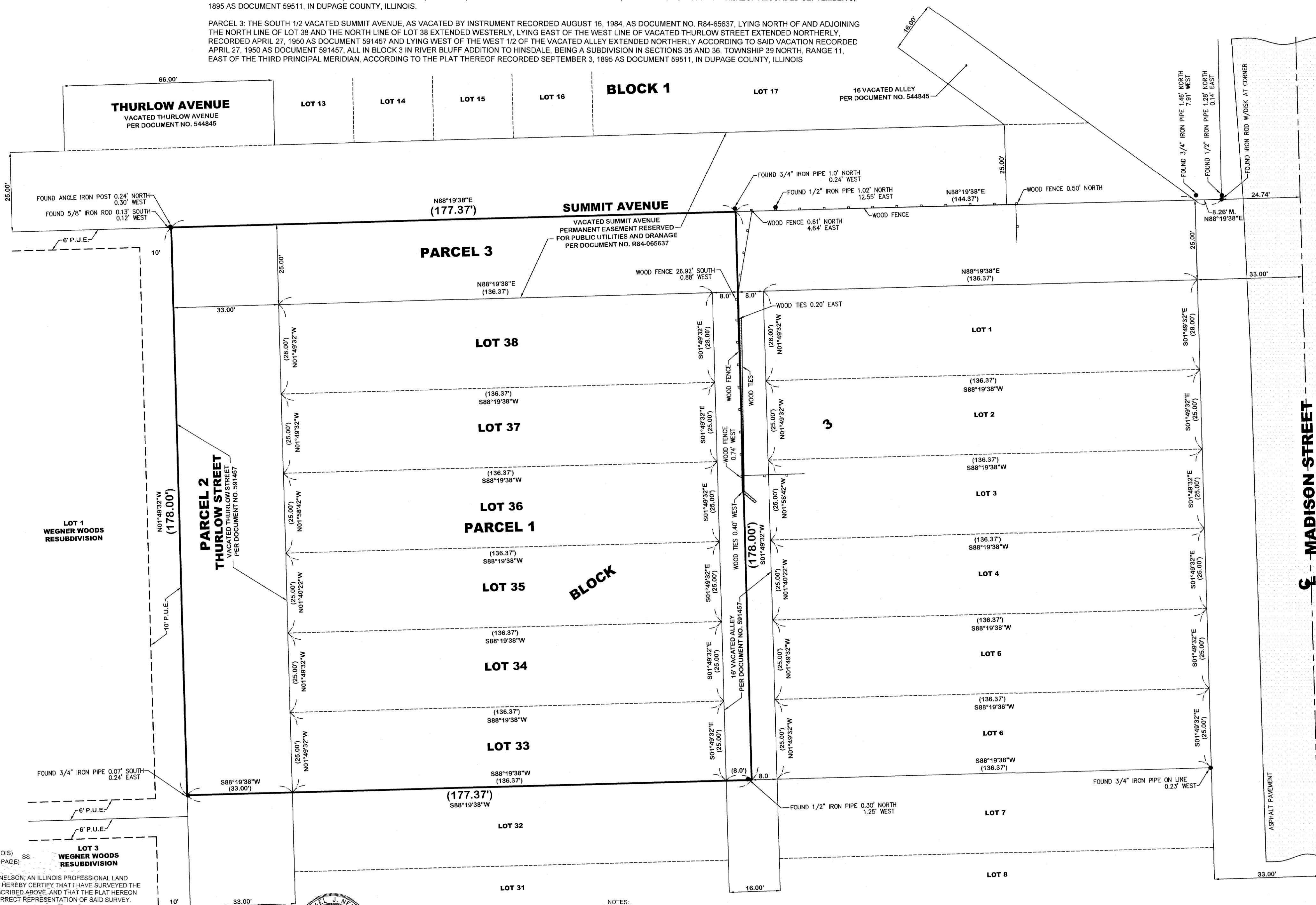
Wolf Pack
CONSULTING, LLC

418 South Cass Avenue, Westmont, IL 60559
Office: (815) 436-8520 • wolfpackdg.com
Illinois Professional Design Firm No. 184-007246

PARCEL 1: LOTS 33,34,35,36,37 AND 38 IN BLOCK 3 IN RIVER BLUFF ADDITION TO HINSDALE, BEING A SUBDIVISION IN SECTIONS 35 AND 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 3, 1895 AS DOCUMENT 59511, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THE WEST 1/2 OF THE VACATED ALLEY (ACCORDING TO DOCUMENT 591457), LYING EAST OF AND ADJOINING SAID LOTS 33,34,35,36,37 AND 38 AND PART OF VACATED THURLOW STREET (DOCUMENT 591457), LYING WEST OF AND ADJOINING SAID LOTS 33,34,35,36,37 AND 38 ALL BLOCK 3 IN RIVER BLUFF ADDITION TO HINSDALE, BEING A SUBDIVISION IN SECTIONS 35 AND 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 3, 1895 AS DOCUMENT 59511, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: THE SOUTH 1/2 VACATED SUMMIT AVENUE, AS VACATED BY INSTRUMENT RECORDED AUGUST 16, 1984, AS DOCUMENT NO. R84-65637, LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 38 AND THE NORTH LINE OF LOT 38 EXTENDED WESTERLY, LYING EAST OF THE WEST LINE OF VACATED THURLOW STREET EXTENDED NORTHERLY, RECORDED APRIL 27, 1950 AS DOCUMENT 591457 AND LYING WEST OF THE WEST 1/2 OF THE VACATED ALLEY EXTENDED NORTHERLY ACCORDING TO SAID VACATION RECORDED APRIL 27, 1950 AS DOCUMENT 591457, ALL IN BLOCK 3 IN RIVER BLUFF ADDITION TO HINSDALE, BEING A SUBDIVISION IN SECTIONS 35 AND 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 3, 1895 AS DOCUMENT 59511, IN DUPAGE COUNTY, ILLINOIS



STATE OF ILLINOIS) SS.
COUNTY OF DUPAGE)

I, MICHAEL J. NELSON, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED ABOVE, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

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

WESTMONT, ILLINOIS, JANUARY 17, 2024

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3095
PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007246-0010
EXPIRES 04/30/2025
FIELD WORK COMPLETED ON JANUARY 17, 2024



MY LICENSE EXPIRES NOVEMBER 30, 2024

NOTES:

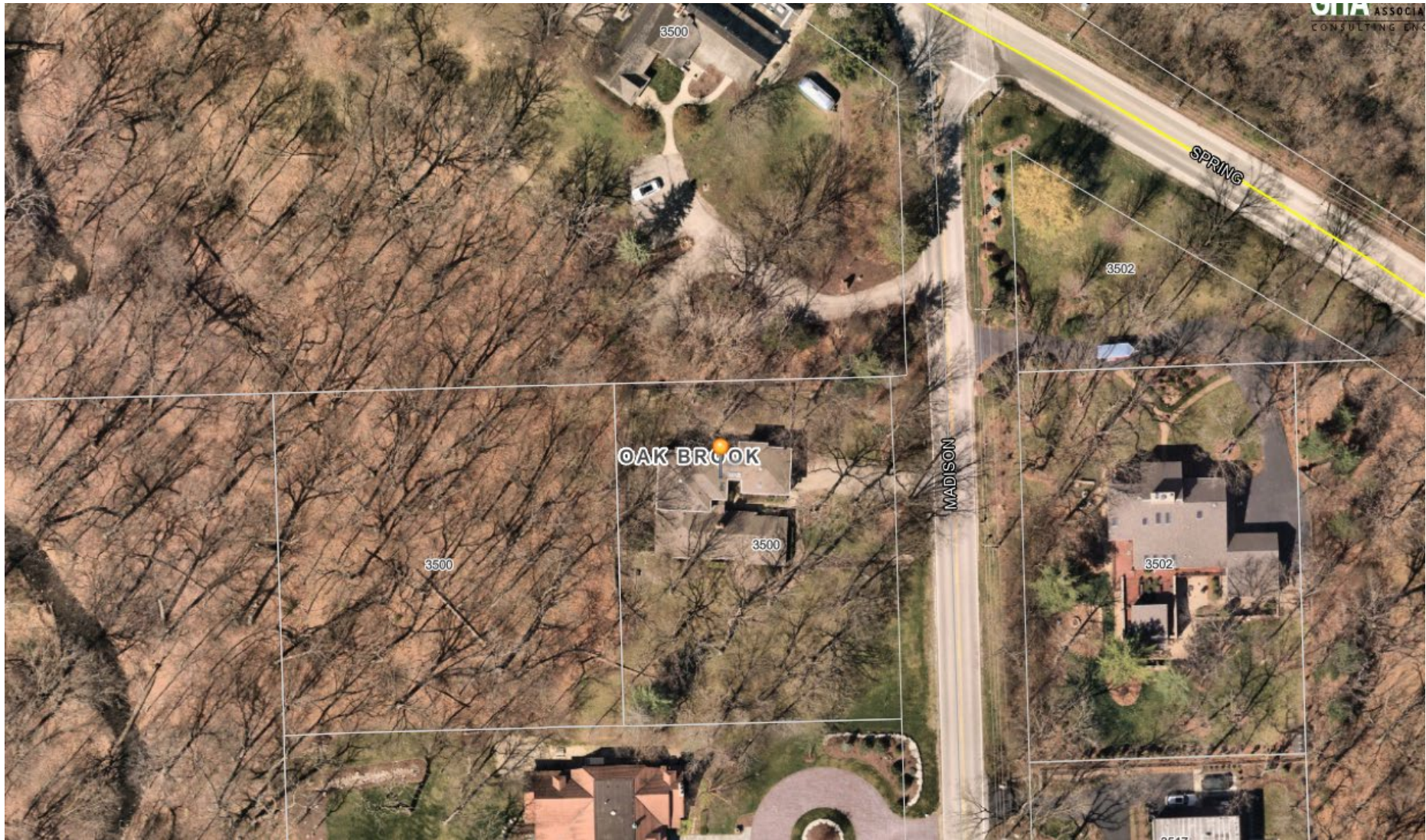
THIS COPY NOT VALID WITHOUT EMBOSSED SEAL.

ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF.

BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS. COMPARE THE LEGAL DESCRIPTION, BUILDING LINES, AND EASEMENTS AS SHOWN HEREON WITH YOUR DEED OR TITLE POLICY.

CONSULT THE LOCAL AUTHORITIES FOR ADDITIONAL SETBACK LINES AND RESTRICTIONS NOT SHOWN HEREON. COMPARE ALL POINTS PRIOR TO CONSTRUCTION AND REPORT ANY DISCREPANCIES AT ONCE. DO NOT ASSUME DISTANCES FROM SCALED MEASUREMENTS MADE HEREON.

PREPARED FOR:	CASEY GAIK
DATE:	JANUARY 17, 2024
SCALE:	1"=20'
DRAWN BY:	MJN
JOB#	24-05-SW
FLD. BK/PG:	1/80





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
April 8, 2025

SUBJECT: Resolution R-2287 Purchase of Mobile Routers for the FD Department

FROM: Thomas Gilbert, Information Technology Director

BUDGET SOURCE/BUDGET IMPACT: Information Technology Program -- Computer Hardware and Software (Account 151-91600)

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2287, waiving the formal bidding process since staff received quotes from vendors, and authorize staff to issue a Purchase Order to Insight Public Sector, in the amount of \$32,141.40 for the purchase of Cradlepoint Mobile Routers with 3-Year NetCloud Essentials for Cloud Management and External Antenna.

Background/History:

The Village has previously implemented similar modem routers for the Police Department's squad cars. Historically, the Fire Department has received hand-me-down modems from the Police, leading to significant downtime and operational interruptions due to compatibility issues with newer 5G cellular transmissions. To standardize and enhance the operational efficiency of the Fire Department's communication equipment and centralize management within the IT department, a new procurement of standardized equipment is proposed.

A transparent and competitive procurement process was conducted, with quotes solicited from three reputable suppliers: Insight, Provantage, and CDWG. Attached documentation includes the quotes received. Following a thorough evaluation, Insight Public Sector was identified as offering the most cost-effective solution.

Company	R1900 Router	Antenna KIT	Cost per Unit	Project Cost Total
Insight INC	\$1,735.88	\$406.88	\$2,142.76	\$32,141.40
CDWG INC	\$1,892.03	\$397.57	\$2,289.60	\$34,344.00
Provantage INC	\$1,970.00	\$399.00	\$2,369.00	\$35,535.00

Recommendation:

Staff recommends that the Village Board approve Resolution R-2287, waiving the formal bidding process since staff received quotes from vendors, and authorize staff to issue a Purchase Order to Insight Public Sector, in the amount of \$32,141.40 for the purchase of Cradlepoint Mobile Routers with 3-Year NetCloud Essentials for Cloud Management and External Antenna.

Attachments:

1. Resolution 2025-IT-MR-FD-2287
2. 2025-IT-MR-FD-R-2287- attachments

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2025-IT-MR-FD-2287

A RESOLUTION
AUTHORIZING AND APPROVING THE EXECUTION OF A
PURCHASE ORDER TO INSIGHT PUBLIC SECTOR, INC., FOR
THE PURCHASE OF CRADLEPOINT MOBILE ROUTERS WITH
3-YEAR NETCLOUD ESSENTIALS FOR CLOUD
MANAGEMENT AND EXTERNAL ANTENNA

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 8th day of April 2025

RESOLUTION NO. 2025-IT-MD-FD-2287

A RESOLUTION

AUTHORIZING AND APPROVING THE EXECUTION OF A PURCHASE ORDER TO INSIGHT PUBLIC SECTOR, INC., FOR THE PURCHASE OF CRADLEPOINT MOBILE ROUTERS WITH 3-YEAR NETCLOUD ESSENTIALS FOR CLOUD MANAGEMENT AND EXTERNAL ANTENNA

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

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

WHEREAS, the Fire Department's existing communications equipment is nearing the end of its useful lifecycle, as it has caused operational interruptions due to compatibility issues with newer 5G cellular transmissions

WHEREAS, the IT Department has solicited quotes from three reputable suppliers, of which, Insight Public Sector, Inc. (the "Company") was identified by staff as offering the most cost-effective solution without compromising on quality;

WHEREAS, Staff recommends the Corporate Authorities authorize and approve the execution of a purchase order to Company for the purchase of Cradlepoint Mobile routers with 3Year NetCloud Essentials for Cloud management and External Antenna (the "Purchase Order") in the total amount not-to-exceed \$32,141.40, subject to the terms and conditions of said Purchase Order, a copy of which being attached hereto and incorporated herein as Exhibit A;

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to authorize the foregoing actions.

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

Section One – Recitals

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

Section Two – Approval

The Corporate Authorities hereby does approve the Purchase Order to Company, attached hereto and incorporated herein as Exhibit A.

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute, and if necessary the Village Clerk is hereby authorized to attest the Purchase Order, substantially in the form attached hereto as

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six – Waiver of Bidding Process

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

Section Seven - Acts of Village Officials

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

Section Eight – Effective Date

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

Section Nine - Publication

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

Section ten – Conflict Clause

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

Section Eleven – Saving Clause

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

Section Twelve – Recording

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

PASSED THIS 8th day of April 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 8th day of April 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Purchase Order

Account name: 10001264

VILLAGE OF OAK BROOK
1200 OAK BROOK RD
OAK BROOK IL 60523-2203

SHIP-TO

VILLAGE OF OAK BROOK
1200 OAK BROOK RD
OAK BROOK IL 60523-2203

Quotation

Quotation Number : 0228186931
Document Date : 14-FEB-2025
PO Number :
PO Release :
Sales Rep : Mark Latiolais
Email : MARK.LATIOLAIS@INSIGHT.COM
Phone :

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Material	Material Description	Quantity	Unit Price	Extended Price
<u>MB03-19005GB-GA</u>	Cradlepoint R1900-5GB - wireless router - WWAN - LTE, Wi-Fi 6, Bluetooth - 5G - desktop OPEN MARKET	15	1,735.88	26,038.20
<u>GP-IN2680</u>	Panorama Antennas MIMO Dual Sharkee - 5G mobile antenna - 7-in-1 - Shark fin OPEN MARKET	15	406.88	6,103.20
Product Subtotal				32,141.40
TAX				0.00
Total				32,141.40

PURCHASE ORDER REQUIREMENTS:

Quote Number:228186931

Purchase Order Number: _____

Authorized by/Title: _____ (please print)

Authorized Signature: _____ Date: _____

Additional signature, where required

Authorized by/Title: _____ (please print)

Authorized Signature: _____ Date: _____

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Mark Latiolais

MARK.LATIOLAIS@INSIGHT.COM

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

EJAZ KHAN,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PHJL318	2/11/2025	PHJL318	2014530	\$34,344.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cradlepoint R1900-5GB - wireless router - WWAN - LTE, Wi-Fi 6, Bluetooth - Mfg. Part#: MB03-19005GB-GA Contract: Sourcwell 121923-CDWG Tech Catalog (121923)	15	6506013	\$1,892.03	\$28,380.45
Panorama MIMO Dual Sharkee 5G Mobile Antenna for R1900 Router Mfg. Part#: GP-IN2680 Contract: Sourcwell 121923-CDWG Tech Catalog (121923)	15	7186086	\$397.57	\$5,963.55

SUBTOTAL	\$34,344.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$34,344.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: VILLAGE OF OAK BROOK ACCTS PAYABLE 1200 OAK BROOK RD OAK BROOK, IL 60523-2255 Phone: (630) 368-5000 Payment Terms: NET 30-VERBAL	Shipping Address: VILLAGE OF OAK BROOK EJAZ KHAN 1200 OAK BROOK RD OAK BROOK, IL 60523-2255 Phone: (630) 368-5000 Shipping Method: DROP SHIP-GROUND
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Customer Number 2974691	Quotation Number 9595696	Issue Date 02/11/25	Terms Net 30 days	Customer Reference None
----------------------------	-----------------------------	------------------------	----------------------	----------------------------

Issued by: Adrienne Sutherland 330-433-2554 AdrienneS@provantage.com

ACCTS PAYABLE 151 VILLAGE OF OAK BROOK 1200 OAK BROOK RD OAK BROOK, IL 60523-2203 (630)368-5000 ekhan@oak-brook.org	QUOTATION	Shipping INFORMATION SERVICE VILLAGE OF OAK BROOK 1200 OAK BROOK RD OAK BROOK, IL 60523-2203 (630)368-5000 tgilbert@oak-brook.org Via Ground Service
--	------------------	---

Attention: Eijaz Khan (630)368-5172 ekhan@oak-brook.org

SKU	Product Name	Part Number	Quantity	Each	Total
CRDP13X	Cradlepoint 3-yr NetCloud Mobile Performance Essentials Plan and R1900 router w	MB03-19005GB-GA	15	1,970.00	29,550.00
PANR108	Panorama Antennas, Inc. 7-In-1 Shkfin Kit - GPSD4-6-60-D + Fitted C29/C32 5M Cables - Blk	GP-IN2680	15	399.00	5,985.00

Provantage LLC
7576 Freedom Ave NW
North Canton, OH 44720

Subtotal: 35,535.00
Shipping: FREE
Total: \$35,535.00

To place your order, email AdrienneS@provantage.com or call 330-433-2554.

Please note that prices on this quotation cannot be guaranteed beyond the issue date.



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
April 8, 2025

SUBJECT: Woodside and Forest Glen Watermain Improvement Project

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$6,500,000 for Woodside and Forest Glen Watermain Improvements is included in the FY2025 Budget, under account #451-91000 (Water Distribution Improvements)

RECOMMENDED MOTION: I move to approve Resolution R-2290, a Resolution approving and authorizing the award of a contract to the lowest responsible bidder with the lowest responsive bid, Cerniglia Co., of Melrose Park, IL, for the Woodside and Forest Glen Watermain Improvement Project, based on the unit prices in the attached bid tabulation, for an estimated cost of \$6,208,040.80 pending final attorney review and approval.

Background/History:

A legal notice for solicitation of bids for the Woodside and Forest Glen Watermain Improvements Project was posted to the Village website and sent to the Daily Herald on February 18, 2025. Eleven (11) vendors paid the \$50 fee to download the bid documents, and four (4) sealed bids were received and opened on Thursday, March 6, 2025.

Cerniglia Co.	J Congdon Sewer Service Inc.	Acqua Contractors Corp.	Trine Construction Corp.
\$6,208,040.80	\$6,916,860.50	\$7,000,000.00	\$7,179,200.00

BLA, Inc., the Village's consulting engineer for the design and construction engineering for the project, recommends that we award the contract to Cerniglia Co., the lowest responsible bidder, who submitted the lowest responsive bid (please see attached recommendation letter). BLA, Inc. has also reviewed Cerniglia's bid documents and found them to be in order. The project scope consists of the replacing and/or rehabilitating 20,066 feet of failing watermain while also replacing 42 hydrants, 39 valve vaults, and 198 residential services. Watermain will also be constructed to eliminate the dead ends and create a looped system at cul-de-sacs. This work is expected to begin on or after April 15, 2025, and be

substantially completed by October 31, 2025, including cure and disinfection time.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2290, a Resolution approving and authorizing the award of a contract to the lowest responsible bidder with the lowest responsive bid, Cerniglia Co., of Melrose Park, IL, for the Woodside and Forest Glen Watermain Improvement Project, based on the unit prices in the attached bid tabulation, for an estimated cost of \$6,208,040.80 pending final attorney review and approval.

Attachments:

1. 2025-PW-CNTRCT-WTRMAIN-R-2290RS
2. Award Recommendation - Woodside Forest Glen Watermain - 2025-03-07
3. Bid Tab - Woodside and Forest Glen Watermain - 2025-03-06

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2025-PW-CNTRCT-WTRMAIN-R-2290

A RESOLUTION
AUTHORIZING THE AWARD OF CONTRACT TO THE LOWEST
RESPONSIBLE BIDDER, CERNIGLIA CO., OF MELROSE
PARK, IL, FOR THE WOODSIDE AND FOREST GLEN
WATERMAIN IMPROVEMENTS 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 8th day of April, 2025

RESOLUTION NO. 2025-PW-CNTRCT-WTRMAIN-R-2290

A RESOLUTION
AUTHORIZING THE AWARD OF CONTRACT TO THE LOWEST RESPONSIBLE BIDDER,
CERNIGLIA CO., OF MELROSE PARK, IL, FOR THE WOODSIDE AND FOREST GLEN
WATERMAIN IMPROVEMENTS 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, the scope of the Woodside and Forest Glen Watermain Improvements Project (the "Project") consists of, but is not limited to, consists of replacing and/or rehabilitation of 20,066 feet of failing watermain while also replacing 42 hydrants, 39 valve vaults, and 198 residential services;

WHEREAS, legal notice for solicitation of bids for the Woodside and Forest Glen Watermain Improvements Project was posted to the Village website and sent to the Daily Herald on February 18, 2025;

WHEREAS, of the four (4) sealed bids that were received and publicly opened on Thursday, March 6, 2025, Staff recommends the Corporate Authorities to award the contract for the Project to Cerniglia Co, the lowest responsible bidder, who submitted a bid in the amount of \$6,208,040.80, subject to the terms and conditions of the Contract, attached hereto and incorporated herein as Exhibit A;

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to authorize the foregoing actions.

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

Section One – Recitals

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

Section Two – Award of Contract

The Corporate Authorities hereby awards the contract for the Project to Cerniglia Co, the lowest responsible bidder, who submitted a bid in the amount of \$6,208,040.80, subject to the terms and conditions of the Contract, attached hereto and incorporated herein as Exhibit A.

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the 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 - Acts of Village Officials

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

Section Seven – Effective Date

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

Section Eight - Publication

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

Section Nine – Conflict Clause

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

Section Ten – Saving Clause

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

Section Eleven – Recording

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

PASSED THIS 8th day of April, 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 8th day of April, 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Contract



March 7, 2025

Village of Oak Brook
Public Work Department
3003 Jorie Boulevard
Oak Brook, Illinois 60523

Attention: Timothy O'Malley, BBA
Director of Public Works

Subject: Woodside and Forest Glen Watermain Improvements Project
Bid Results and Recommendation of Award

Dear Mr. O'Malley:

On Thursday, March 6, 2025, at 10:00 a.m. bids were received and opened for the Woodside and Forest Glen Watermain Improvements Project. Four bids were received for the project. The bids have been reviewed and the tabulation is attached. The bid results for the project are below:

Contractor	Bid
Cerniglia Co.	\$6,208,040.80
J. Congdon Sewer Service Inc.	\$6,916,860.50
Acqua Contractors Corp.	\$7,000,000.00
Trine Construction Corp.	\$7,179,200.00

Cerniglia Co. was the low bidder with a bid of \$6,208,040.80. We have reviewed Cerniglia's bid documents and find it to be in order. Cerniglia has successfully completed projects of similar size and scope throughout the Chicagoland area and also for the Village of Oak Brook in the past. BLA has found their work was satisfactory.

If you determine that Cerniglia Co. is a responsible bidder after you evaluate their qualifications, we recommend proceeding with the award of the Contract.

Sincerely,

BLA, Inc.

A handwritten signature in black ink, appearing to read 'Jeremie Lukowicz', written over a horizontal line.

Jeremie Lukowicz, P.E., MPA
Director of Municipal Services

 Village of Oak Brook Woodside and Forest Glen Watermain Improvements BID TABULATION Bid Opening: March 6, 10:00 AM					Engineers Estimate		Cerniglia (Louis Napolitano III) 3421 W. Lake Street Melrose Park, IL 60160 708-343-8586 Ln@cernigliaco.com		J. CONGDON SEWER SERVICE INC. 170 Alexandra Way, Suite A Carol Stream, IL. 60188 630-510-2434 bids@jcongdonsewerservice.com		Acqua Contractors Corp. 551 S. IL Route 83 Elmhurst, IL 60126 630-359-4648 office@acquacontractors.com		Trine Construction Corp (Anthony Bucaro) 1041 Trine Ct. Suite A St. Charles, IL. 60174 630-417-6786 (Bucaro cell) 630-668-4626 (office) anthony.bucaro@trineconstruction.com		Average	
Item No.	Code. No	Items	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	130	\$40.00	\$5,200.00	\$29.50	\$3,835.00	\$30.00	\$3,900.00	\$20.00	\$2,600.00	\$51.75	\$6,727.50	\$32.81	\$4,265.63
2	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	40	\$60.00	\$2,400.00	\$35.70	\$1,428.00	\$40.00	\$1,600.00	\$22.00	\$880.00	\$74.75	\$2,990.00	\$43.11	\$1,724.50
3	20101000	TEMPORARY FENCE	FOOT	2390	\$5.00	\$11,950.00	\$5.50	\$13,145.00	\$2.00	\$4,780.00	\$3.25	\$7,767.50	\$6.61	\$15,797.90	\$4.34	\$10,372.60
4	20101200	TREE ROOT PRUNING	EACH	15	\$150.00	\$2,250.00	\$157.50	\$2,362.50	\$150.00	\$2,250.00	\$105.00	\$1,575.00	\$172.50	\$2,587.50	\$146.25	\$2,193.75
5	20800150	TRENCH BACKFILL	CU YD	14500	\$30.00	\$435,000.00	\$40.00	\$580,000.00	\$0.01	\$145.00	\$30.00	\$435,000.00	\$67.62	\$980,490.00	\$34.41	\$498,908.75
6	28000400	PERIMETER EROSION BARRIER	FOOT	335	\$5.00	\$1,675.00	\$5.25	\$1,758.75	\$3.00	\$1,005.00	\$4.25	\$1,423.75	\$7.36	\$2,465.60	\$4.97	\$1,663.28
7	28000510	INLET FILTERS	EACH	134	\$150.00	\$20,100.00	\$175.00	\$23,450.00	\$50.00	\$6,700.00	\$180.00	\$24,120.00	\$207.36	\$27,786.24	\$153.09	\$20,514.06
8	42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	240	\$110.00	\$26,400.00	\$99.75	\$23,940.00	\$99.00	\$23,760.00	\$110.00	\$26,400.00	\$109.25	\$26,220.00	\$104.50	\$25,080.00
9		STAMPED PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	20	\$220.00	\$4,400.00	\$210.00	\$4,200.00	\$225.00	\$4,500.00	\$276.00	\$5,520.00	\$230.00	\$4,600.00	\$235.25	\$4,705.00
10		PAINTED PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	20	\$220.00	\$4,400.00	\$220.00	\$4,400.00	\$225.00	\$4,500.00	\$245.00	\$4,900.00	\$230.00	\$4,600.00	\$230.00	\$4,600.00
11		EXPOSED AGGREGATE PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	30	\$220.00	\$6,600.00	\$262.50	\$7,875.00	\$225.00	\$6,750.00	\$245.00	\$7,350.00	\$287.50	\$8,625.00	\$255.00	\$7,650.00
12	44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	530	\$25.00	\$13,250.00	\$17.90	\$9,487.00	\$18.00	\$9,540.00	\$12.00	\$6,360.00	\$19.55	\$10,361.50	\$16.86	\$8,937.13
13	44201XXX	CLASS D PATCHES, 6 INCH	SQ YD	9500	\$60.00	\$570,000.00	\$65.90	\$626,050.00	\$54.47	\$517,465.00	\$50.00	\$475,000.00	\$73.60	\$699,200.00	\$60.99	\$579,428.75
14		PVC C-900 WATER MAIN, 6"	FOOT	36	\$140.00	\$5,040.00	\$87.05	\$3,133.80	\$140.00	\$5,040.00	\$175.00	\$6,300.00	\$95.58	\$3,440.88	\$124.41	\$4,478.67
15		PVC C-900 WATER MAIN, 8"	FOOT	5752	\$140.00	\$805,280.00	\$108.25	\$622,654.00	\$165.00	\$949,080.00	\$130.00	\$747,760.00	\$78.21	\$449,863.92	\$120.37	\$692,339.48
16		PVC C-900 WATER MAIN, 10"	FOOT	1058	\$160.00	\$169,280.00	\$117.25	\$124,050.50	\$175.00	\$185,150.00	\$140.00	\$148,120.00	\$97.23	\$102,869.34	\$132.37	\$140,047.46
17		PVC C-900 WATER MAIN, 12"	FOOT	9865	\$170.00	\$1,677,050.00	\$132.75	\$1,309,578.75	\$195.00	\$1,923,675.00	\$160.00	\$1,578,400.00	\$116.83	\$1,152,527.95	\$151.15	\$1,491,045.43
18	48301000	PROTECTIVE COAT	SQ YD	210	\$3.00	\$630.00	\$2.20	\$462.00	\$1.50	\$315.00	\$1.60	\$336.00	\$3.20	\$672.00	\$2.13	\$446.25
19	56105000	WATER VALVES 8"	EACH	15	\$3,500.00	\$52,500.00	\$5,023.50	\$75,352.50	\$3,000.00	\$45,000.00	\$3,100.00	\$46,500.00	\$5,012.67	\$75,190.05	\$4,034.04	\$60,510.64
20	56105100	WATER VALVES 10"	EACH	3	\$4,500.00	\$13,500.00	\$6,179.50	\$18,538.50	\$3,600.00	\$10,800.00	\$4,500.00	\$13,500.00	\$6,421.67	\$19,265.01	\$5,175.29	\$15,525.88
21	56105200	WATER VALVES 12"	EACH	21	\$5,500.00	\$115,500.00	\$6,955.50	\$146,065.50	\$4,000.00	\$84,000.00	\$5,400.00	\$113,400.00	\$7,367.54	\$154,718.34	\$5,930.76	\$124,545.96
22	56400500	FIRE HYDRANTS TO BE REMOVED	EACH	41	\$600.00	\$24,600.00	\$510.00	\$20,910.00	\$350.00	\$14,350.00	\$500.00	\$20,500.00	\$363.75	\$14,913.75	\$430.94	\$17,668.44
23	56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	42	\$9,500.00	\$399,000.00	\$7,915.00	\$332,430.00	\$10,000.00	\$420,000.00	\$10,000.00	\$420,000.00	\$10,077.90	\$423,271.80	\$9,498.23	\$398,925.45
24	60248900	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	39	\$4,000.00	\$156,000.00	\$5,957.00	\$232,323.00	\$2,000.00	\$78,000.00	\$4,500.00	\$175,500.00	\$5,579.85	\$217,614.15	\$4,509.21	\$175,859.29
25	67100100	MOBILIZATION	L SUM	1	\$300,000.00	\$300,000.00	\$66,800.00	\$66,800.00	\$340,000.00	\$340,000.00	\$117,582.75	\$117,582.75	\$430,000.00	\$430,000.00	\$238,595.69	\$238,595.69
26	A2001614	SUGAR MAPLE), 2-1/2" CALIPER, BALLED AND	EACH	1	\$630.00	\$630.00	\$735.00	\$735.00	\$750.00	\$750.00	\$634.00	\$634.00	\$632.50	\$632.50	\$687.88	\$687.88
27	A2004725	TREE, GLEDITSIA TRIACANTHOS VAR. INERMIS HALKA (HALKA THORNLESS HONEYLOCUST), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	1	\$600.00	\$600.00	\$735.00	\$735.00	\$725.00	\$725.00	\$634.00	\$634.00	\$632.50	\$632.50	\$681.63	\$681.63
28	A2007120	TREE, QUERCUS RUBRA (RED OAK), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	1	\$660.00	\$660.00	\$735.00	\$735.00	\$750.00	\$750.00	\$667.00	\$667.00	\$632.50	\$632.50	\$696.13	\$696.13
29	D2001972	EVERGREEN, PICEA GLAUCA DENSATA (BLACK HILLS SPRUCE), 6' HEIGHT, BALLED AND BURLAPPED	EACH	3	\$600.00	\$1,800.00	\$735.00	\$2,205.00	\$700.00	\$2,100.00	\$667.00	\$2,001.00	\$575.00	\$1,725.00	\$669.25	\$2,007.75
30	D2003172	EVERGREEN, PSUEDOTSUGA MENZIESII (DOUGLAS FIR), 6' HEIGHT, BALLED AND BURLAPPED	EACH	4	\$600.00	\$2,400.00	\$525.00	\$2,100.00	\$700.00	\$2,800.00	\$667.00	\$2,668.00	\$575.00	\$2,300.00	\$616.75	\$2,467.00
31	D2002272	EVERGREEN, PICEA PUNGENS GLAUCA (COLORADO BLUE SPRUCE), 6' HEIGHT, BALLED AND BURLAPPED	EACH	3	\$600.00	\$1,800.00	\$525.00	\$1,575.00	\$700.00	\$2,100.00	\$667.00	\$2,001.00	\$575.00	\$1,725.00	\$616.75	\$1,850.25
32	K0036120	MULCH PLACEMENT 4"	SQ YD	100	\$15.00	\$1,500.00	\$26.25	\$2,625.00	\$7.00	\$700.00	\$13.50	\$1,350.00	\$10.06	\$1,006.00	\$14.20	\$1,420.25
33	X0325225	BRICK PAVEMENT REMOVAL AND REPLACEMENT	SQ FT	80	\$50.00	\$4,000.00	\$42.00	\$3,360.00	\$20.00	\$1,600.00	\$26.00	\$2,080.00	\$18.40	\$1,472.00	\$26.60	\$2,128.00
34	X0326806	WASHOUT BASIN	L SUM	1	\$2,000.00	\$2,000.00	\$525.00	\$525.00	\$1,000.00	\$1,000.00	\$1,050.00	\$1,050.00	\$575.00	\$575.00	\$787.50	\$787.50
35	X1200015	VALVE VAULTS TO BE ABANDONED	EACH	28	\$500.00	\$14,000.00	\$750.00	\$21,000.00	\$250.00	\$7,000.00	\$200.00	\$5,600.00	\$259.90	\$7,277.20	\$364.98	\$10,219.30
36	X2003001	REMOVE AND REINSTALL DECORATIVE STONE	SQ FT	200	\$50.00	\$10,000.00	\$80.00	\$16,000.00	\$10.00	\$2,000.00	\$4.00	\$800.00	\$13.80	\$2,760.00	\$26.95	\$5,390.00
37	X4060280	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	190	\$60.00	\$11,400.00	\$68.50	\$13,015.00	\$28.00	\$5,320.00	\$53.00	\$10,070.00	\$83.20	\$15,808.00	\$58.18	\$11,053.25
38		STAMPED HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	30	\$120.00	\$3,600.00	\$490.00	\$14,700.00	\$230.00	\$6,900.00	\$370.00	\$11,100.00	\$595.20	\$17,856.00	\$421.30	\$12,639.00
39	X5510309	SANITARY SEWER REMOVAL AND REPLACEMENT 8"	FOOT	180	\$100.00	\$18,000.00	\$138.00	\$24,840.00	\$115.00	\$20,700.00	\$100.00	\$18,000.00	\$98.59	\$17,746.20	\$112.90	\$20,321.55
40	X5620116	WATER SERVICE CONNECTION (SHORT)	EACH	125	\$3,500.00	\$437,500.00	\$3,945.00	\$493,125.00	\$3,500.00	\$437,500.00	\$3,800.00	\$475,000.00	\$3,491.88	\$436,485.00	\$3,684.22	\$460,527.50
41	X5620118	WATER SERVICE CONNECTION (LONG)	EACH	73	\$5,000.00	\$365,000.00	\$4,587.00	\$334,851.00	\$4,000.00	\$292,000.00	\$5,300.00	\$386,900.00	\$4,340.63	\$316,865.99	\$4,556.91	\$332,654.25
42		WATER SERVICE, ADDITIONAL LENGTH	FOOT	50	\$100.00	\$5,000.00	\$37.50	\$1,875.00	\$0.01	\$0.50	\$100.00	\$5,000.00	\$205.78	\$10,289.00	\$85.82	\$4,291.13
43	X5630006	CUT AND CAP EXISTING 6" WATER MAIN	EACH	1	\$2,000.00	\$2,000.00	\$5,012.00	\$5,012.00	\$6,000.00	\$6,000.00	\$2,600.00	\$2,600.00	\$848.75	\$848.75	\$3,615.19	\$3,615.19
44	X5630008	CUT AND CAP EXISTING 8" WATER MAIN	EACH	1	\$2,500.00	\$2,500.00	\$5,012.00	\$5,012.00	\$7,000.00	\$7,000.00	\$2,700.00	\$2,700.00	\$848.75	\$848.75	\$3,890.19	\$3,890.19
45	X5630010	CUT AND CAP EXISTING 10" WATER MAIN	EACH	2	\$2,750.00	\$5,500.00	\$5,012.00	\$10,024.00	\$8,000.00	\$16,000.00	\$2,800.00	\$5,600.00	\$1,273.13	\$2,546.26	\$4,271.28	\$8,542.57

 Village of Oak Brook Woodside and Forest Glen Watermain Improvements BID TABULATION Bid Opening: March 6, 10:00 AM					Engineers Estimate		Cerniglia (Louis Napolitano III) 3421 W. Lake Street Melrose Park, IL 60160 708-343-8586 Ln@cernigliaco.com		J. CONGDON SEWER SERVICE INC. 170 Alexandra Way, Suite A Carol Stream, IL. 60188 630-510-2434 bids@jcongdonsewerservice.com		Acqua Contractors Corp. 551 S. IL Route 83 Elmhurst, IL. 60126 630-359-4648 office@acquacontractors.com		Trine Construction Corp (Anthony Bucaro) 1041 Trine Ct. Suite A St. Charles, IL. 60174 630-417-6786 (Bucaro cell) 630-668-4626 (office) anthony.bucaro@trineconstruction.com		Average	
Item No.	Code. No	Items	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
46	X5630012	CUT AND CAP EXISTING 12" WATER MAIN	EACH	1	\$3,000.00	\$3,000.00	\$6,510.00	\$6,510.00	\$9,000.00	\$9,000.00	\$2,900.00	\$2,900.00	\$1,697.50	\$1,697.50	\$5,026.88	\$5,026.88
47	X5630706	CONNECTION TO EXISTING WATER MAIN 6"	EACH	1	\$5,300.00	\$5,300.00	\$5,010.00	\$5,010.00	\$7,000.00	\$7,000.00	\$10,000.00	\$10,000.00	\$5,092.50	\$5,092.50	\$6,775.63	\$6,775.63
48	X5630708	CONNECTION TO EXISTING WATER MAIN 8"	EACH	1	\$5,750.00	\$5,750.00	\$5,010.00	\$5,010.00	\$8,000.00	\$8,000.00	\$11,500.00	\$11,500.00	\$5,092.50	\$5,092.50	\$7,400.63	\$7,400.63
49	X5630710	CONNECTION TO EXISTING WATER MAIN 10"	EACH	2	\$6,500.00	\$13,000.00	\$5,010.00	\$10,020.00	\$9,000.00	\$18,000.00	\$12,000.00	\$24,000.00	\$6,790.00	\$13,580.00	\$8,200.00	\$16,400.00
50	X5630712	CONNECTION TO EXISTING WATER MAIN 12"	EACH	1	\$7,000.00	\$7,000.00	\$6,510.00	\$6,510.00	\$9,500.00	\$9,500.00	\$13,000.00	\$13,000.00	\$6,790.00	\$6,790.00	\$8,950.00	\$8,950.00
51	X6026632	VALVE BOXES TO BE REMOVED	EACH	9	\$500.00	\$4,500.00	\$250.00	\$2,250.00	\$50.00	\$450.00	\$100.00	\$900.00	\$101.85	\$916.65	\$125.46	\$1,129.16
52	X6030310	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	1	\$1,000.00	\$1,000.00	\$1,265.00	\$1,265.00	\$920.00	\$920.00	\$1,000.00	\$1,000.00	\$1,258.35	\$1,258.35	\$1,110.84	\$1,110.84
53	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$250,000.00	\$250,000.00	\$40,000.00	\$40,000.00	\$300,000.00	\$300,000.00	\$25,000.00	\$25,000.00	\$112,075.00	\$112,075.00	\$119,268.75	\$119,268.75
54	Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$20,000.00	\$20,000.00	\$30,870.00	\$30,870.00	\$10,000.00	\$10,000.00	\$18,000.00	\$18,000.00	\$31,579.00	\$31,579.00	\$22,612.25	\$22,612.25
55	Z0019600	DUST CONTROL WATERING	UNIT	1	\$4,000.00	\$4,000.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,024.00	\$1,024.00	\$756.00	\$756.00
56	Z0056603	STORM SEWER (WATER MAIN REQUIREMENTS) 6 INCH	FOOT	55	\$100.00	\$5,500.00	\$75.40	\$4,147.00	\$60.00	\$3,300.00	\$144.00	\$7,920.00	\$74.62	\$4,104.10	\$88.51	\$4,867.78
57	Z0056604	STORM SEWER (WATER MAIN REQUIREMENTS) 8 INCH	FOOT	890	\$100.00	\$89,000.00	\$82.00	\$72,980.00	\$65.00	\$57,850.00	\$148.00	\$131,720.00	\$84.72	\$75,400.80	\$94.93	\$84,487.70
58	Z0056606	STORM SEWER (WATER MAIN REQUIREMENTS) 10 INCH	FOOT	580	\$125.00	\$72,500.00	\$95.00	\$55,100.00	\$70.00	\$40,600.00	\$160.00	\$92,800.00	\$96.70	\$56,086.00	\$105.43	\$61,146.50
59	Z0056608	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	FOOT	440	\$125.00	\$55,000.00	\$118.25	\$52,030.00	\$75.00	\$33,000.00	\$172.00	\$75,680.00	\$108.72	\$47,836.80	\$118.49	\$52,136.70
60	Z0056610	STORM SEWER (WATER MAIN REQUIREMENTS) 15 INCH	FOOT	100	\$175.00	\$17,500.00	\$147.50	\$14,750.00	\$80.00	\$8,000.00	\$203.00	\$20,300.00	\$153.83	\$15,383.00	\$146.08	\$14,608.25
61	Z0056612	STORM SEWER (WATER MAIN REQUIREMENTS) 18 INCH	FOOT	100	\$225.00	\$22,500.00	\$208.60	\$20,860.00	\$95.00	\$9,500.00	\$260.00	\$26,000.00	\$207.74	\$20,774.00	\$192.84	\$19,283.50
62	Z0056614	STORM SEWER (WATER MAIN REQUIREMENTS) 21 INCH	FOOT	40	\$275.00	\$11,000.00	\$245.00	\$9,800.00	\$120.00	\$4,800.00	\$320.00	\$12,800.00	\$331.18	\$13,247.20	\$254.05	\$10,161.80
63	Z0056622	STORM SEWER (WATER MAIN REQUIREMENTS) 36 INCH	FOOT	50	\$410.00	\$20,500.00	\$484.50	\$24,225.00	\$140.00	\$7,000.00	\$500.00	\$25,000.00	\$574.34	\$28,717.00	\$424.71	\$21,235.50
64		DECORATIVE ALUMINUM FENCE TO BE REMOVED AND RE-ERECTED	FOOT	20	\$100.00	\$2,000.00	\$136.50	\$2,730.00	\$50.00	\$1,000.00	\$100.00	\$2,000.00	\$69.00	\$1,380.00	\$88.88	\$1,777.50
65		DECORATIVE STONE TO BE REMOVED AND REINSTALLED	EACH	22	\$60.00	\$1,320.00	\$630.00	\$13,860.00	\$20.00	\$440.00	\$80.00	\$1,760.00	\$172.50	\$3,795.00	\$225.63	\$4,963.75
66		LANDSCAPE WALL REMOVAL AND REPLACEMENT	FOOT	100	\$150.00	\$15,000.00	\$116.00	\$11,600.00	\$30.00	\$3,000.00	\$105.00	\$10,500.00	\$63.25	\$6,325.00	\$78.56	\$7,856.25
67		MAILBOX REMOVAL AND REINSTALLATION	EACH	3	\$550.00	\$1,650.00	\$250.00	\$750.00	\$300.00	\$900.00	\$500.00	\$1,500.00	\$282.92	\$848.76	\$333.23	\$999.69
68		ERECTED	FOOT	10	\$60.00	\$600.00	\$116.00	\$1,160.00	\$30.00	\$300.00	\$105.00	\$1,050.00	\$63.25	\$632.50	\$78.56	\$785.63
69		CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	900	\$50.00	\$45,000.00	\$55.25	\$49,725.00	\$50.00	\$45,000.00	\$65.00	\$58,500.00	\$69.29	\$62,361.00	\$59.89	\$53,896.50
70		PARKWAY RESTORATION	SQ YD	4200	\$10.00	\$42,000.00	\$14.20	\$59,640.00	\$15.00	\$63,000.00	\$16.00	\$67,200.00	\$12.08	\$50,736.00	\$14.32	\$60,144.00
71		DRILL, HDPE WATER MAIN, 8"	FOOT	849	\$150.00	\$127,350.00	\$120.00	\$101,880.00	\$200.00	\$169,800.00	\$280.00	\$237,720.00	\$263.18	\$223,439.82	\$215.80	\$183,209.96
72		DRILL, HDPE WATER MAIN, 12"	FOOT	2505	\$150.00	\$375,750.00	\$146.00	\$365,730.00	\$250.00	\$626,250.00	\$300.00	\$751,500.00	\$252.90	\$633,514.50	\$237.23	\$594,248.63
73		NON-OPEN TRENCH SERVICE CONNECTION	EACH	5	\$500.00	\$2,500.00	\$500.00	\$2,500.00	\$4,000.00	\$20,000.00	\$6,000.00	\$30,000.00	\$2,560.00	\$12,800.00	\$3,265.00	\$16,325.00
74		LEAK DETECTION	LSUM	1	\$5,000.00	\$5,000.00	\$21,000.00	\$21,000.00	\$3,500.00	\$3,500.00	\$7,500.00	\$7,500.00	\$19,200.00	\$19,200.00	\$12,800.00	\$12,800.00
75		PRE-CONSTRUCTION VIDEO RECORDING	LSUM	1	\$1,500.00	\$1,500.00	\$7,350.00	\$7,350.00	\$1,000.00	\$1,000.00	\$8,000.00	\$8,000.00	\$46,682.94	\$46,682.94	\$15,758.24	\$15,758.24
AS READ TOTAL					N/A		\$6,208,040.80		\$6,916,860.50		\$7,000,000.00		\$7,179,200.00		N/A	
TOTAL					\$6,938,615.00		\$6,208,040.80		\$6,916,860.50		\$7,000,000.00		\$7,179,200.00		\$6,826,025.33	



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
April 8, 2025

SUBJECT: Jorie Boulevard over Ginger Creek Culvert Rehabilitation

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$593,000 for Design and Engineering, including Construction, in the FY 2025 Budget using account # 171-90400.

RECOMMENDED MOTION: I move to approve Resolution R-2291 awarding a Professional Engineering Services Agreement for the Village's Jorie Boulevard over Ginger Creek Culvert Rehabilitation to BLA, Inc., Itasca, Illinois, in the amount of \$129,326.00 pending final attorney review and approval.

Background/History:

On January 30, 2025, staff requested proposals for engineering for the Jorie Boulevard over Ginger Creek Culvert Rehabilitation from the list of six consultants that were pre-qualified in the applicable engineering disciplines as part of the Village's August 2022 Request for Qualifications for Professional Consulting Engineering Services. The selected consultant will prepare Design Plans, Special Provisions, and Estimates and provide bidding assistance. The selected consultant will also provide Construction Inspection services.

The existing box culvert that carries Jorie Boulevard over Ginger Creek received an NBIS bridge inspection rating of fair in January 2023. The adjacent sheet pile wall, however, is in poor condition. It is anticipated that the sheet pile wall will be replaced to avoid future undermining of the adjacent bike path and road. Other anticipated improvements include coring weep holes in the box culvert to release hydrostatic pressure. The project must adhere to Village, IDNR, USACE, and DuPage County standards as required. The project is intended to have construction completed by November 2025.

One proposal was received on or prior to the February 19, 2025, deadline. Five of the six consultants chose not to submit a proposal. Two of the consultants indicated that their current work capacity would not allow them to meet the Village's desired schedule. Given the singular bid, and in order to validate the pricing against the market, the Village analyzed the proposal in comparison to other similar projects as well as verified that it is also below both the engineering estimates and budget approved amount.

The proposal was reviewed for consistency of project approach, scope of services, and consultant project experience. It was deemed generally compliant with the Request for Proposals and Village needs. BLA has recently completed several projects for the Village. Based on the successful completion of these projects and the familiarity that BLA has with the Village and our needs, Staff recommends the selection of BLA for this project.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2291 awarding a Professional Engineering Services Agreement for the Village's Jorie Boulevard over Ginger Creek Culvert Rehabilitation to BLA, Inc., Itasca, Illinois, in the amount of \$129,326.00 pending final attorney review and approval.

Attachments:

1. 2025-PW-ENG-AG-CLVRT-IMPRV-R-2291
2. BLA_Proposal VOB Jorie over Ginger culvert_2025-02-19

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2025-PW-ENG-AG-CLVRT-IMPRV-R-2291

A RESOLUTION
AWARDING A PROFESSIONAL ENGINEERING SERVICES
AGREEMENT FOR THE VILLAGE'S JORIE BOULEVARD OVER
GINGER CREEK CULVERT REHABILITATION TO BLA, INC.,
ITASCA, ILLINOIS

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on the 8th day of April 2025

RESOLUTION NO. 2025-PW-ENG-AG-CLVRT-IMPRV-R-2291

A RESOLUTION
AWARDING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR THE
VILLAGE'S JORIE BOULEVARD OVER GINGER CREEK CULVERT REHABILITATION TO
BLA, INC., ITASCA, ILLINOIS

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

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

WHEREAS, on January 30, 2025, staff requested proposals for engineering for the Jorie Boulevard over Ginger Creek Culvert Rehabilitation project (the "Project") from the list of six consultants that were pre-qualified in the applicable engineering disciplines as part of the Village's August 2022 Request for Qualifications for Professional Consulting Engineering Services.;

WHEREAS, one proposal was received on or prior to the February 19, 2025, deadline from BLA, Inc. (the "Company") in the amount of \$129,326.00;

WHEREAS, Staff recommends the Corporate Authorities to award Company the Professional Engineering Services Agreement for the Project, subject to the terms and conditions of the Agreement, attached hereto and incorporated herein as Exhibit A;

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to authorize the foregoing actions.

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

Section One – Recitals

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

Section Two – Approval and Award

The Corporate Authorities hereby does approve and award the contract for the Project to Company subject to the terms and conditions of the Agreement, attached hereto and incorporated herein as Exhibit A.

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute, and if necessary the Village Clerk is hereby authorized to attest the Agreement, substantially in the form attached hereto as Exhibit A, with such changes therein as shall be approved by the Village attorney and the officials of the

Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Agreement.

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six - Acts of Village Officials

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

Section Seven – Effective Date

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

Section Eight - Publication

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

Section Nine – Conflict Clause

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

Section Ten – Saving Clause

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

Section Eleven – Recording

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

PASSED THIS 8th day of April 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 8th day of April 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Agreement

PROPOSAL

JORIE BOULEVARD OVER GINGER CREEK CULVERT REHABILITATION DESIGN AND CONSTRUCTION ENGINEERING



VILLAGE OF OAK BROOK

FEBRUARY 19, 2025

CONSULTING
ENGINEERS



BLA, Inc.



February 19, 2025

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



Re: Proposal
Jorie Boulevard over Ginger Creek Culvert Rehabilitation
Design and Construction Engineering

Mr. O'Malley:

BLA appreciates the opportunity to submit our proposal to provide engineering services to the Village of Oak Brook. BLA has the experience and expertise necessary to serve the Village since we have worked on similar projects and have the local staff available. BLA has demonstrated the ability to work with the community, contractors and municipal officials to accomplish projects on schedule and within budget.



Our proposed design staff has a wealth of experience in locally funded retaining wall projects for municipalities. The expertise of our proposed *Project Manager* and *Director of Municipal Services*, **Jeremie Lukowicz, P.E., MPA**, will allow for a professionally managed project from start to finish that is built on time and under budget.

Our firm would perform this work out of our Itasca office; our contact information is:

Corporate Office

333 Pierce Road, Suite 200
Itasca, Illinois 60143

Dan Bruckelmeyer, P.E.; President and Chief Executive Officer
dbruckelmeyer@bla-inc.com; 630-438-6400

We appreciate the opportunity to submit our proposal to the Village and look forward to answering any questions you may have to further clarify our submittal.

Sincerely,

BLA, Inc.

Daniel B. Bruckelmeyer, P.E.
President and Chief Executive Officer

TABLE OF CONTENTS

SECTION	DESCRIPTION
.....	<i>Cover Letter</i>
1.....	Project Understanding and Approach
2.....	Scope of Services
3.....	Key Personnel
4.....	Project Experience
5.....	Project Schedule
6.....	Cost Estimate of Consultant Services
7.....	Direct Costs and Subconsultant Expenses Table

PROJECT UNDERSTANDING AND APPROACH

BLA approaches all our projects as if it is *our* community and *our* neighbors who will be affected. We believe that as a designated representative of the Village, it is our responsibility to act professionally and as a good steward of taxpayer dollars. While our industry affiliation is that of *civil engineering*, we are first and foremost **customer service providers**. Whether that service is preparing resurfacing plans, inspecting wetlands and/or reconstructing a major collector in front of residents' driveways, it is our philosophy to always consider that *entering into an agreement with the Village of Oak Brook means we are now part of the Village of Oak Brook*. We understand deadlines are a commitment the Village has made to the Village Board and residents. *We do not miss deadlines because we understand their importance.*



BLA IS HERE TO SERVE THE VILLAGE OF OAK BROOK

Our commitment to attend meetings (*staff and neighborhood*) is how we normally do business. We have met in local schools with clients and residents to hear their concerns and work with them to solve problems. We believe that face-to-face meetings are always better than calls/emails. When possible, we meet with our clients/their residents to discuss concerns firsthand and find solutions. Our experience has shown that simply showing up on site demonstrates to residents we are here for them and alleviates many of their concerns. We are always available and will provide you with contact information for our *Project Manager, Jeremie Lukowicz*, who is never more than a call away, *24 hours a day*. We urge you to call our clients and ask them about our service. We intend to supply the same service to the Village of Oak Brook.



When a community expends funds, they have committed to spending those funds in the best possible interest of their residents. It is imperative the public believes they are receiving benefits worthy of those expenditures. BLA regularly value-engineers our projects as part of our design process to identify the most cost-effective strategies and ensure the most cost-effective alternative has been found. We understand the importance of staying under budget and always keep the budget in mind when making decisions. We take schedule and budget seriously – *including our own budget*; we believe if a project is behind schedule, it is also likely over budget. The best way to control the budget is to keep the project on schedule; we aggressively look for ways to keep projects on schedule.

KEY ELEMENTS

Structural Design

BLA will review the bridge inspection report *and perform our own assessment of the bridge* prior to starting any design. During our review, we will evaluate if any work other than repairs to the retaining wall are necessary. We will relay our findings to the Village to confirm our approach aligns with what the Village expects following the completion of the project. During the design process, our subconsultant, SEECO, will perform soil borings as well as a soils analysis to determine if the soils meet the requirements necessary for an LPC 663. The soil borings will help determine if any repairs may be needed to prevent the walls from leaning/tipping. The LPC 663 will allow us to evaluate options for a retaining wall other than sheet piling. If the disposal costs are not excessive, the Village could consider a different type of retaining wall, such as a gabion basket, which is often viewed as more aesthetically pleasing.

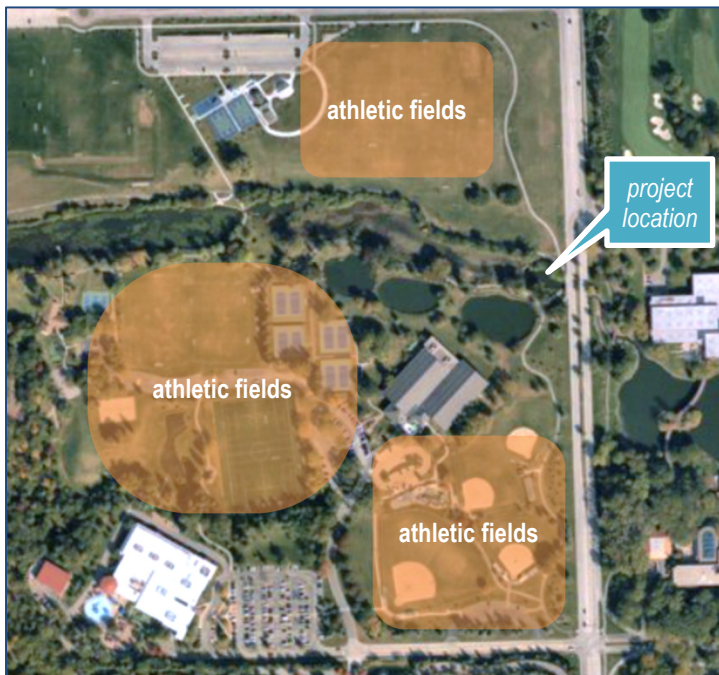


Permits

When working in or near the bank of a stream, it is important all reviews and permits are completed. Besides a normal DuPage County Stormwater Certification, we anticipate delineating wetlands, obtaining a permit through the USACOE to remove and replace the retaining wall and submitting to the IDNR/OWR for work within a floodway. While we do not anticipate any issues based on the proposed work, if the permits are not obtained in advance of the work, the repercussions could delay the project or cause issues when the Village tries to work in the floodway in the future.

Construction Access

Accessing the site will be challenging for the contractor. Tree/shrub removal will be required regardless of from which side the site is accessed. The south side is obstructed by the creek. While the creek is likely not deep, obtaining approval to cross or work within the creek can delay the project, limiting the potential to complete the work this year. On the north side, the banks are steep with three staggered retaining walls; the lowest being the steel sheet piling (that is of highest priority to replace) and two higher timber walls that help keep the multi-use path in place. Any work from the north side will need to take care as to not damage the multi-use path while also not putting too much pressure on the banks to cause a failure of the existing retaining wall.



Path Use

There is an existing multi-use path near the top of the area which is supported by the retaining wall, both the timber and steel walls. During construction, this path will likely need to be closed to ensure the safety of the contractor and path users. BLA will review the area and post proper signage to allow for a detour around the area. We will also coordinate with the Village, Park District and anyone else who might have a large gathering in the fields north and south of the area. With this project likely having a quick construction schedule, we will try to align the construction around any major gatherings to limit the impacts to those using the fields.

SCOPE OF SERVICES

PRELIMINARY AND DESIGN ENGINEERING

Topographic Survey

BLA (with Jade) will obtain the necessary topographic survey. The survey will be from the west back-of-curb to a point 150 feet west of the west back-of-curb. The survey will extend 50 feet north and south of the banks of the creek and will have cross sections every 25 feet; it will collect all features within its limits (including trees and retaining walls).

Geotechnical Engineering

BLA (with SEECO) will obtain geotechnical data including three soil borings (two on the north and one on the south) taken to a depth of 25 feet. All borings will be backfilled with soil cuttings. In accordance with IEPA requirements, soil samples will be field screened for volatile organic vapors using a photo ionization detector (PID). Visual and olfactory examinations will also be conducted to check for petroleum hydrocarbons. If no elevated PID readings are detected, the soil will be considered clean and uncontaminated fill material. The findings will be recorded on the IEPA LPC-662/663 form for inclusion in the project bidding documents. The soil samples will be used to prepare the necessary LPC-663 for the project documentation.



Preliminary Design

BLA will evaluate the existing retaining wall and potential options to replace the retaining wall. Cost estimates for the various options will be provided. Options may include **new sheet piling** or **gabion baskets**.

Final Design

Following the preliminary design stage and concurrence on the preferred alternative, BLA will prepare final design plans. Work for this task will include design plans, specifications, estimates of construction cost and permitting. We have budgeted for two submittals, *one prefinal and one final for permitting and construction*. The project is anticipated to be let locally through the Village. Plans shall include all necessary information required as listed in the RFP and as necessary to obtain an IEPA, USACOE and DuPage County permits. Plans will be prepared at 1"=20' scale and shall include plan and profile, removal, alignment ties/benchmarks, station/offset callouts, rim and top of pipe elevational callouts, retaining wall details, landscaping removal/restoration and all other necessary information (title sheet/general note/summary of quantities/Village details/estimates of time and cost). Project QA/QC is included within this task. This task also includes bidding documents which shall be largely Village frontend documentation along with project-specific specifications.

Utility Coordination

BLA will contact JULIE to obtain current utility facility atlases within and adjacent to the project. These atlases will be cross-checked against the survey and a site visit will be conducted to verify the accuracy of the existing facilities. All utilities will be carefully analyzed for conflicts with the proposed improvements including final and temporary conditions during construction. A conflict list and exhibits will be prepared for each utility company highlighting locations of direct conflicts and 'watch and protect' areas. These documents will be submitted to the utility companies during various stages of the design process to initiate communication and coordinate potential relocations. Submittals are expected at the prefinal and final stages of the design. BLA will also review utility relocation design drawings provided by each utility company as part of this task.



Meetings and Site Visits

BLA has budgeted two staff meetings between BLA and Oak Brook. BLA also anticipates two separate site visits – the first to review the condition of the retaining wall and culvert; the second to verify the design can be constructed and includes the necessary pay items to successfully complete the work and restore the site to a preexisting condition.

Permitting [BLA ANTICIPATES THE FOLLOWING PERMITS WILL BE NECESSARY]

- IEPA watermain permit
- DuPage County DOT permit
- Village permit
- USACOE NWP 58
- DuPage County stormwater permit/frac-out plan
- Kane-DuPage SWCD permit
- NOI/SWPPP
- IDNR EcoCAT/Historical Preservation Clearance

Bidding Assistance

BLA will provide all bidding documents to the Village to distribute to contractors. The files will be submitted to the Village on a USB drive for distribution. *Distribution of bidding documents is not included in these services and assumed to be performed by the Village.* BLA will respond to questions during the bidding process and, if necessary, issue any addendums to address those questions. We will attend the bid opening, prepare a project bid tab identifying the apparent low bidder and confirm the tabulated numbers as submitted. The bid tabs will also include project bids as submitted by other contractors. In the event neither BLA nor the Village has previously worked with the apparent low bidder, BLA will contact references prior to recommending an award. If the Village and/or BLA has previously worked with the apparent low bidder and can confirm the quality of work, we will recommend award.

CONSTRUCTION INSPECTION

Preconstruction Services

BLA will facilitate a preconstruction meeting. Before the meeting, we will prepare an agenda; after the meeting, we will create the minutes. BLA will review the contractor's proposed schedule for compliance with the plans/specifications.

Submittal Review

BLA will review all submittals from the contractor for conformance with the project plans and specifications.

Construction Observation

BLA will provide one full-time Resident Engineer for the duration of construction. The Resident Engineer will observe all construction activities to ensure proper compliance with the plans/specifications; measure quantities; maintain project documents including but not limited to daily records, photographs and forms; and prepare/review/submit pay requests in coordination with the Village. The Resident Engineer will also coordinate weekly progress meetings.

Material Testing/Geotech

No material testing is anticipated for the current proposed work.

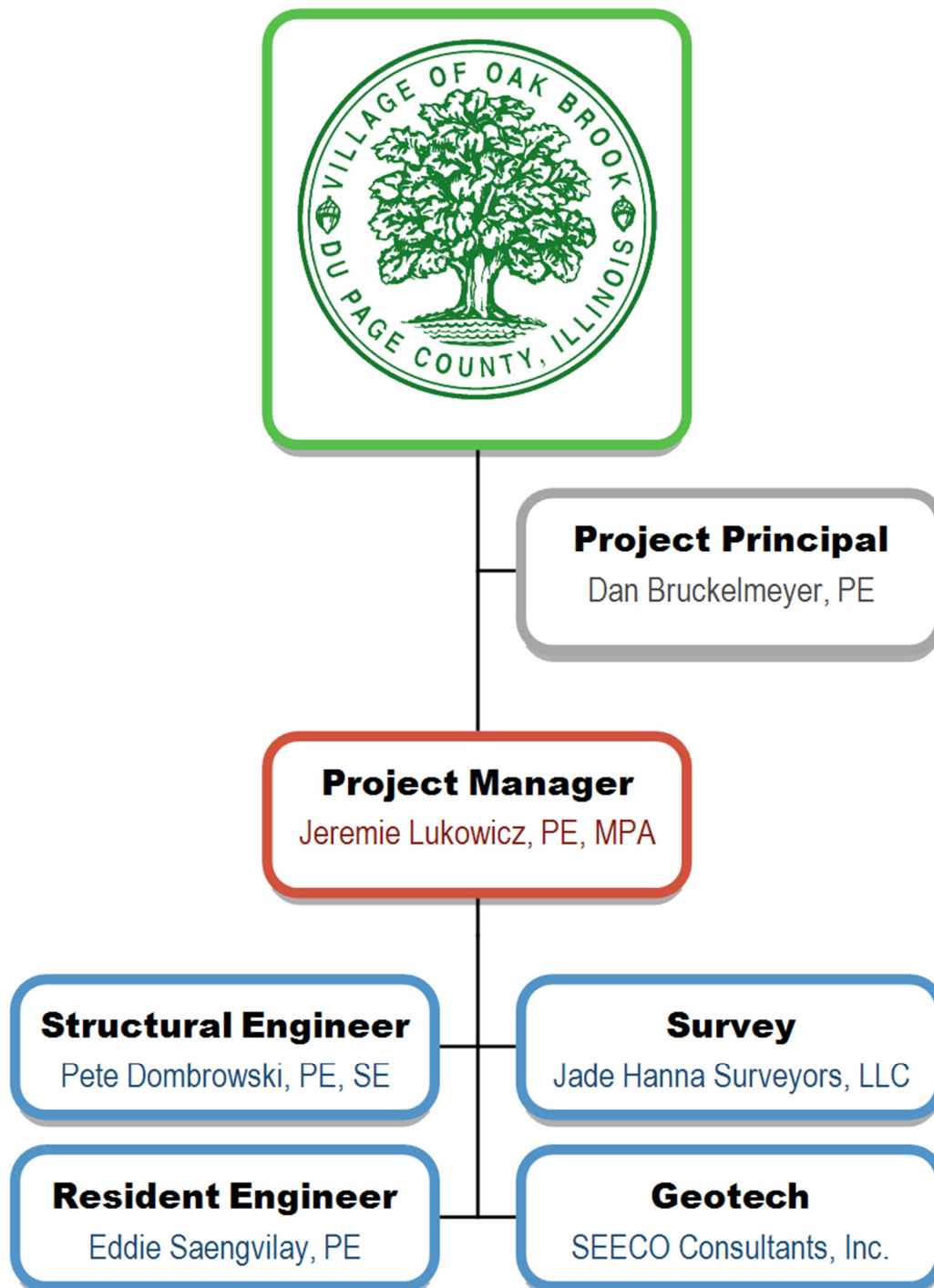
Post-Construction Services

BLA will prepare a set of as-built drawings following the completion of all construction activities. Upon final approval of the project, a final pay request will be submitted to the Village for processing. BLA believes this can be completed within the proposed hours Oak Brook provided in the RFP.



KEY PERSONNEL

All staff in the Organization Chart is available to serve the Village of Oak Brook. The personnel shown will be assigned to the project based on the requirements and need for their engineering expertise.




PETER R. DOMBROWSKI, P.E., S.E.
DIRECTOR OF STRUCTURAL ENGINEERING

EDUCATION

*University of Illinois Chicago
M.S. Civil Engineering, 2003*

*Purdue University
B.S. Civil Engineering, 1997*

PROFESSIONAL REGISTRATION

Professional Engineer

Illinois: 062-060818, 2008

Indiana: 10809961, 2008

Iowa: 20670, 2011

Maryland: 0040175, 2011

Michigan: 6201055299, 2008

Missouri: 2010026834, 2010

Oklahoma: 25133, 2011

Texas: 106701, 2010

Wisconsin: 39574-6, 2008

Structural Engineer

Illinois: 081-006519, 2007

CERTIFICATIONS

*IDOT National Bridge Inspection Standard
Program Manager; INDOT Team Leader*

PROFESSIONAL SOCIETIES

*American Society of Civil Engineers; Structural
Engineering Association of Illinois*

SPECIALIZED TRAINING

*National Highway Institute Safety Inspection
of In-Service Bridges; OSHA 10-Hour;
Confined Space; Aerial Access*

SPECIALIZED SOFTWARE

*AutoCAD, Bentley MicroStation, Dcalc,
MathCAD, RAM STEEL, Risa 2D/3D,
SAP 90/2000*

INDUSTRY ACTIVITIES

NCEES Model Law Structural Engineer

EXPERIENCE SUMMARY

More than 27 years of experience in structural engineering. Experience as a Project Manager for IDOT and Tollway contracts. Peter has completed the in-depth NHI two-week course for Safety Inspection of In-Service Bridges. His extensive experience with post tensioning systems, field safety training and construction inspection has aided his ability to provide cost effective and constructible designs. His building experience includes all sizes of structures using a range of various materials. Project responsibility includes Structural Engineer of Record, proposal writing, contract negotiation, project management, shop drawing reviews, design and drafting, field inspections, construction/contractor field support and Design-Build projects. Areas of exceptional experience are with construction engineering and creative solutions to constructability.

REPRESENTATIVE PROJECTS

Structural Engineer for Sauk Trail over Deek Creek; Cook County DOTH – Responsible for structural design and detailing. Project is an eight-foot-wide multi-use path along Sauk Trail. Provided permanent sheet piling retaining walls and a sheet piling extension added to existing CIP concrete culvert. Sheet piling walls are 236.25 feet and 51.33 feet long with a maximum retained height of 10 feet. The existing culvert is a two-cell CIP box with each cell 10 feet by six feet. The existing culvert length is 89.5 feet. The extension is 6.07 feet. A 25-foot-long CIP slab bridge will span over the culvert extension. Design included wetland and right-of-way limitations, utility coordination, drainage and bicycle railing mounted to headwall.

Structural Engineer for Washington Street Path; Lake County DOT – Responsible for structural design, detailing and contractor submittals of two retaining walls. Wall one is CIP concrete L-type wall 83.92 feet long and maximum retained height of 4.83 feet. Wall two is soldier pile wall with CIP concrete facing 1,153.83 feet long with a maximum retained height of 3.33 feet. Walls design included drainage, utility penetrations and mounted bicycle railing.

Structural Engineer for Kirk Road MSE Walls; Kane County DOT – Responsible for structural design, detailing and contractor submittals. Walls are MSE of the following lengths: two 390.67 feet, two 154.08 feet, 275.79 feet, 277.67 feet, 331.09 feet and 380.30 feet. Maximum retained height 36.83 feet. The design included moment slabs, multi-use paths and curved alignments.

Structural Engineer for Kirk Road over Reed Road (SN 045-3133); Kane County DOT – Responsible for design and detailing. Existing 1974 1376.17-foot-long 18-span steel girder bridge replaced with MSE walls and grade crossings. The new crossing at roadway is 76.74 feet single span PPC IL36 beam superstructure 112 feet wide. Staged construction using permanent and temporary MSE walls with 14.5 feet retained height. MSE wall clad integral stub abutments.

Structural Engineer for Kirk Road over UPRR (SN 045-3134); Kane County DOT – Responsible for design and detailing. Existing 1974 1376.17-foot-long 18-span steel girder bridge replaced with MSE walls and grade crossings. The new crossing at railroad is 120.58 feet single span PPC IL54 beam superstructure 101.83 feet wide. Staged construction using permanent and temporary MSE walls with 24 feet retained height. MSE wall clad integral stub abutments.

Structural Engineer for Kirk Road over N. Fork of White's Creek (SN 045-3186); Kane County DOT – Responsible for design and detailing. Existing 1974 1376.17-foot-long 18-span steel girder bridge replaced with MSE walls and grade crossings. The new crossing at creek is 79.92 feet single span PPC IL36 beam superstructure 101.83 feet wide. Staged construction using permanent and temporary MSE walls with 23 feet retained height. MSE wall clad integral stub abutments.

Structural Engineer for Randall Road at IL 72 Retaining Walls; Kane County DOT – Responsible for structural design and detailing of four retaining walls. Walls included 93.08 feet and 227.75 feet long segmental block walls 5.5 feet maximum height. A 149-foot-long permanent concrete clad soldier pile wall maximum retained height eight feet. 155-foot-long sheet piling wall maximum retained height four feet.

Structural Engineer for Millstream Road Retaining Walls; McHenry County DOT – Responsible for structural design, detailing and contractor submittals. Walls are cold formed permanent sheet piling of the following lengths/feet: 166.8, 234.74, 508.13, 224.26, 203.86 and 104.71. The maximum retained height is 5.17 feet. Design included moment slabs with modified Caltrans ST-76 bridge rail and curb.

Structural Engineer for State Street Bridge Railing (SN 045-2014); City of Geneva – Responsible for structural design and detailing. Removed the existing 6.83 sidewalk, corral rail and handrail and replaced with new 8.83 feet sidewalk, solid parapet and new DOT standard bicycle railing. Reversed sidewalk cross slope and relocated scuppers. The bridge's length is 427.83 feet.


EDDIE S. SAENGVILAY, P.E.
RESIDENT ENGINEER


EDUCATION

*Illinois Institute of Technology
Certificate of Construction
Management, 2012*

*University of Illinois Urbana-Champaign
B.S. Civil Engineering, 2009*

PROFESSIONAL REGISTRATION

*Professional Engineer
Illinois: 062-069391, 2017*

CERTIFICATIONS

*IDOT Documentation of Contract Quantities
22-20006*

SPECIALIZED TRAINING

*Leadership (Noncommissioned Officer) Course
United States Marine Corps*

SPECIALIZED SOFTWARE

*AutoCAD Civil 3D
Bentley MicroStation*

EXPERIENCE SUMMARY

Resident/Construction Engineer experience since 2009 with responsibilities of interpreting and implementing design plans and specifications, ensuring ADA compliancy, contract documentation, daily activity diaries, safety inspections and facilitating time and material work. Project experience includes storm sewer, watermain, PCC sidewalk with curb/gutter, traffic signals, detector loops, roadway reconstruction (PCC/HMA), asphalt resurfacing and patching and resolution of field utility conflicts.

REPRESENTATIVE PROJECTS

Resident Engineer for York Street; City of Elmhurst – The \$3.1 million STP funded project consisted of improvements at the York Street/Belden Avenue intersection to accommodate new turn lanes. Approximately 3,400 feet of curb/gutter was removed/replaced along York Street; ADA improvements were also completed at all York Street intersections from Crestview Avenue to Grand Avenue. Five concrete decorative planter boxes with trees/shrubs improved the aesthetics on York Street. A rapid flashing pedestrian beacon was added near Churchville Middle School so pedestrians could safely cross York Street.

Resident Engineer for Memorial Road; Village of Bensenville – The \$815,000 locally funded project consisted of resurfacing 1.3 miles of Memorial Road, Donna Lane and John Street in Bensenville; construction also included ADA improvements at all intersections. Two elementary schools and one middle school were within the construction zone; coordination and communication with the schools were necessary to avoid impacting students/parents/school buses.

Resident Engineer for 31st Street; DuPage County DOT – The \$6 million STP funded project consisted of intersection improvements at the 31st/Route 83 intersection and 31st/Jorie Boulevard intersection. The turn lanes at the intersection were widened to improve capacity. New storm sewers and drainage structures were installed at the intersection widening to maintain drainage. Temporary traffic signals and multiple construction stages were utilized at the 31st Street and Route 83 ramp intersections during construction. The project also included removing and replacing ADA ramps at 12 intersections along 31st Street. Existing signalized intersections along 31st Street were upgraded from a radio system to an interconnect system. Approximately three miles of milling and resurfacing was done using the echelon paving method.

Resident Engineer for IL 83; Village of Bensenville – The \$1.4 million project included construction of a new PCC pedestrian bike path along IL 83 and Foster Avenue. Construction included HMA pavement removal, new concrete curb and gutter, new storm sewer, a 6x6-foot box culvert extension, a wood lagging soil retention system and relocating existing fire hydrants. BLA coordinated the watermain shutoff and notifying the 100 businesses affected. BLA worked with ComEd, Comcast and Verizon to ensure their utilities were relocated on schedule. BLA coordinated with the Kane-DuPage Soil & Water Conservation District to monitor and minimize impacts to the waterways. The project was completed a month ahead of schedule.

Assistant Resident Engineer for Randall Road at US 20/Weld Road; Kane County DOT – The \$7 million project included construction of a new dedicated entrance ramp from northbound Randall Road to eastbound US 20. The intersection improvement included earth embankment for the new ramp, full depth HMA pavement, an MSE retaining wall, pavement widening, resurfacing, traffic signal improvements, roadway lighting and extensive drainage improvements. BLA oversaw coordinating with KDOT, IDOT, the contractor and 15 subcontractors to complete this contract on time. Constructing large fills of embankment, adjoining MSE wall and full depth pavement for the new ramp were completed under a challenging and aggressive schedule. The project was completed ahead of schedule; the ramp was opened in just over five months.

Resident Engineer for Schick and Petersdorf Roads; Village of Bartlett – BLA provided Phase III engineering for the \$1.7 million resurfacing of 0.5 miles of Petersdorf Road between Army Trail Road and Schick Road and 1.25 miles of Schick Road between Petersdorf Road and Fairfax Lane.

Construction Engineer for York Road; Village of Bensenville – BLA provided construction management services for the Village on this \$2 million IDOT project to improve York Road from Grand Avenue to Green Street. This project included 1.6 miles of roadway replacement, modifications to existing traffic signals and replacement of crosswalks to maintain ADA compliance.

Resident Engineer for Dundee Avenue/Skokie Boulevard; Village of Northbrook – Provided resident engineering services to reestablish an existing drainage channel that was overgrown with trees and shrubs. During mid-to-high rainfall events, the existing drainage channel was not able to sufficiently convey the stormwater runoff from Dundee Avenue leading to flooding along the roadway. The channel was cleared of debris, shrubs and trees. The channel was excavated and that material was stockpiled on site. A paved ditch was placed in the first one hundred feet of the channel. The remaining length was reinforced with a turf reinforcement mat.

PROJECT EXPERIENCE

HARMONY ROAD CULVERT

\$1.1 MILLION

Kane County DOT *Jennifer O'Connell, Chief of Design [630-584-1170, oconnell.jennifer@co.kane.il.us]*

BLA designed the replacement of two culvert crossings along Harmony Road. Culvert one carried Harmony Road over Tributary to Hampshire Creek; culvert two carried Harmony Road over Harmony Creek. The goal was to minimize impacts to existing utilities since they were within a utility easement. BLA developed multiple alternatives and presented them to the County in a technical memorandum. The initial design included the replacement of culvert one, dual 7x3.5-foot culverts, with a single-cell 12x5-foot box culvert with new wing walls, bypass channels and roadside ditches; culvert two was a single-cell 10x5-foot culvert replaced with a double-cell 8x6-foot box culvert with new wing walls and roadside ditches. To eliminate utility conflicts, BLA redesigned each location by shortening the box lengths, implementing a retaining wall and relocating the ditches, eliminating the utility pole conflicts and underground utility cover concerns.



ELLITHORPE ROAD CULVERT

\$400,000

Kane County DOT *Candi Thomas, Senior Project Manager [630-584-1170, thomas.candance@co.kane.il.us]*

The project is in Burlington in a rural setting adjacent to farmland. The three-barrel large culverts were failing and required rehabilitation/replacement. BLA performed a site inspection and developed a condition matrix to determine the existing condition of several categories of the pipe. In addition, BLA developed several alternative methods for improvement, settling on the most beneficial as a replacement with a 5x7-foot box culvert. A wetland delineation was performed, ESR completed through IDOT, USACOE permit and Kane-DuPage Soil Water Conservation District permit as well as wetland banking coordination. Phase II plans and documents were prepared which required a detour during construction. An IDOT Detour Committee meeting was held.



EDWARDS ROAD CULVERT

\$325,000

Algonquin Township HD *Andrew Gasser, Highway Commissioner [847-639-2700, andew@andrewgasser.com]*

The Edwards Road bridge was more than 100 years old and needed replacement. It is the only roadway access for 17 residents in the Venetian Gardens Community located southwest of Fox River Grove along the Fox River. In lieu of a new bridge structure, the Township opted for a new 12x12-foot box culvert as well as twin 2x6-foot precast box culverts adjacent to the primary opening to convey low flow rainfall events. This was effective for maintaining traffic as the box culverts were installed beneath the existing bridge opening while the existing bridge was still in place. Following placement of the three box culvert cells, the existing bridge was removed and PGE placed over the top of the culvert to continue allowing for vehicular traffic to the residents who had no other points of access. Final subgrade stabilization occurred overnight to allow AM vehicular traffic to leave their homes for work and then paved during midday.



PROJECT SCHEDULE

MARCH 2025

- notice to proceed

APRIL 2025

- data collection

MAY 2025

- preliminary design tech memo submitted highlighting 'areas of discussion' for Village input regarding potential options

JUNE-JULY 2025

- final engineering
- permit submittals

AUGUST 2025

- project letting
- *plans will be ready to be let but all permits may not be in hand because of approval agency review durations; Village may elect to let project prior to receipt of all permits with the knowledge the permitting process may continue throughout the awarding phase; permits will be in hand prior to the start of construction*

SEPTEMBER 2025

- contract award/finalization of contracts with contractor
- notice to proceed

OCTOBER-NOVEMBER 2025

- preconstruction meeting [early October]
- construction observation and documentation

DECEMBER 2025

- punch list [early November]
- as-builts submitted
- final pay request submitted

COST ESTIMATE OF CONSULTANT SERVICES

Item No.	Task	Staff Classification and Workhours							Total Work Hours	% of Work Hours	Labor Fee
		Director of Municipal Services	Design Engineer	Director of Structural Engineering	Structural Engineer I	Director of Environmental Services	Director of Construction	Resident Engineer			
	Billing Rate	\$185	\$95	\$235	\$105	\$160	\$245	\$125			
DESIGN ENGINEERING											
1	Field Evaluation										
	a. Site Visit	0	0	8	8	0	0	0	16		
	Item 1 Subtotal	0	0	8	8	0	0	0	16	2.05%	\$2,720.00
2	Topographic Survey										
	a. Coordination	2	0	0	0	0	0	0	2		
	Item 2 Subtotal	2	0	0	0	0	0	0	2	0.26%	\$370.00
3	Preliminary Design										
	a. Preliminary Design	0	5	20	30	0	0	0	55		
	Item 3 Subtotal	0	5	20	30	0	0	0	55	7.06%	\$8,325.00
4	Preliminary Design Meetings										
	a. Meetings	8	0	8	8	0	0	0	24		
	b. Alternative Analysis	0	0	0	20	20	0	0	40		
	Item 4 Subtotal	8	0	8	28	20	0	0	64	8.22%	\$9,500.00
5	Environmental Coordination and Permitting										
	a. Site Visit	0	0	0	0	4	0	0	4		
	b. Permits	19	0	0	0	136	0	0	155		
	Item 5 Subtotal	19	0	0	0	140	0	0	159	20.41%	\$25,915.00
6	CCDD Documentation										
	a. See Geotechnical	0	0	0	0	0	0	0	0		
	Item 6 Subtotal	0	0	0	0	0	0	0	0	0.00%	\$0.00
7	Geotechnical Report										
	a. Coordination	2	0	0	0	0	0	0	2		
	Item 7 Subtotal	2	0	0	0	0	0	0	2	0.26%	\$370.00
8	Estimates of Cost and Time										
	a. Estimates of Cost and Time	0	8	0	16	0	0	0	24		
	Item 8 Subtotal	0	8	0	16	0	0	0	24	3.08%	\$2,440.00
9	Contract Plans, Special Provisions and Bidding Documents										
	a. Specs	0	8	0	24	0	0	0	32		
	b. Final Design	0	6	24	25	0	0	0	55		
	Item 9 Subtotal	0	14	24	49	0	0	0	87	11.17%	\$12,115.00

DIRECT COSTS AND SUBCONSULTANT EXPENSES TABLE

Item No.	Task	In-House Direct Cost	Subconsultant Cost
DESIGN ENGINEERING			
1	Field Evaluation		
	Vehicle Day (\$65/day)	\$130.00	
	Item 1 Subtotal	\$130.00	
2	Topographic Survey		
	Survey (JADE Hanna)		\$2,780.00
	Item 2 Subtotal		\$2,780.00
3	Preliminary Design		
	<i>None</i>		
	Item 3 Subtotal		
4	Preliminary Design Meetings		
	Vehicle Day (\$65/day)	\$130.00	
	Item 4 Subtotal	\$130.00	
5	Environmental Coordination and Permitting		
	Vehicle Day (\$65/day)	\$65.00	
	NPDES/EcoCAT	\$500.00	
	Item 5 Subtotal	\$565.00	
6	CCDD Documentation		
	<i>Included in Geotechnical</i>		
	Item 6 Subtotal		
7	Geotechnical Report		
	Soil Borings (3 to 25 feet) and CCDD (SEECO)		\$8,710.00
	Item 7 Subtotal		\$8,710.00

Item No.	Task	In-House Direct Cost	Subconsultant Cost
8	Estimates of Cost and Time		
	<i>None</i>		
	Item 8 Subtotal		
9	Contract Plans, Special Provisions and Bidding Documents		
	Printing (\$0.10/page/sheet) (8.5x11 or 11x17)	\$46.00	
	Item 9 Subtotal	\$46.00	
10	Incorporate Village Front End Bidding Documents		
	<i>None</i>		
	Item 10 Subtotal		
11	QC/QA		
	Printing (\$0.10/page/sheet) (8.5x11 or 11x17)	\$30.00	
	Item 11 Subtotal	\$30.00	
12	Utility Coordination		
	<i>None</i>		
	Item 12 Subtotal		
13	Bidding Assistance		
	Vehicle Day (\$65/day)	\$65.00	
	Flash Drives (\$10/drive)	\$100.00	
	Item 13 Subtotal	\$165.00	

Item No.	Task	In-House Direct Cost	Subconsultant Cost
CONSTRUCTION INSPECTION			
1	Preconstruction Services		
	Vehicle Day (\$65/day)	\$130.00	
	Printing (\$0.10/page/sheet) (8.5x11 or 11x17)	\$34.00	
	Printing (\$3.00/sheet) (24x36)	\$96.00	
	Item 1 Subtotal	\$260.00	
2	Submittal Review		
	None		
	Item 2 Subtotal		
3	Construction Observation		
	Vehicle Day (\$65/day)	\$2,210.00	
	Item 3 Subtotal	\$2,210.00	
4	Material Testing/Geotechnical Services		
	None		
	Item 4 Subtotal		
5	Post-Construction Services		
	Vehicle Day (\$65/day)	\$65.00	
	Item 5 Subtotal	\$65.00	
Total In-House Direct Costs		\$3,601.00	
Total Subconsultant Costs			\$11,490.00
TOTAL IN-HOUSE DIRECT AND SUBCONSULTANT COSTS		\$15,091.00	

CONSULTING
ENGINEERS



BLA, Inc.

OFFICE LOCATIONS

Corporate Office

333 Pierce Road
Suite 200
Itasca, Illinois 60143
630-438-6400
630-438-6444 Fax

Indianapolis Office

8720 Castle Creek Parkway
Suite 329
Indianapolis, Indiana 46250
317-842-4500
317-842-4506 Fax

BLA-INC.com



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
April 8, 2025

SUBJECT: Professional Engineering Services Agreement for the HVAC AC5, AC6, AC7, and AC8 at the Butler Government Center and Oak Brook Police Department

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$690,000 in account # 411-90400, for improvements to the Butler Government Center. There is also \$450,000 in DCEO grant funding for construction of AC7 and AC8.

RECOMMENDED MOTION: I move to approve Resolution R-2292 awarding a Professional Engineering Services Agreement for the Heating, Ventilation, and Air Conditioning (HVAC) System Replacement AC5, AC6, AC7 and AC8 at the Butler Government Center and Oak Brook Police Department, to Kluber Architects and Engineers, Aurora, Illinois, in the amount of \$196,875.00 pending final attorney review and approval.

Background/History:

On January 20, 2025, staff requested proposals for engineering for the Heating, Ventilation, and Air Conditioning (HVAC) System Replacement from the list of three consultants that were pre-qualified in the applicable engineering disciplines as part of the Village's August 2022 Request for Qualifications for Professional Consulting Engineering Services. The selected consultant will provide design engineering and bidding assistance. The selected consultant will also provide construction observation services. HVAC Units 5, 6, 7, and 8 are expected to be replaced. DCEO grant money has been secured for AC7 and AC8.

One proposal was received on or prior to the February 6, 2025, deadline. Two of the three consultants chose not to submit a proposal. Given the singular bid, and in order to validate the pricing against the market, the Village analyzed the proposal in comparison to other similar projects as well as verified that it is also below both the engineering estimates and budget approved amount. Kluber Architects and Engineers has successfully completed other Village projects at the Park District, Bath and Tennis Center, and Golf Club House. The proposal was deemed compliant with the Request for Proposals and Village needs.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2292 awarding a Professional Engineering Services Agreement for the Heating, Ventilation, and Air Conditioning (HVAC) System Replacement AC5, AC6, AC7 and AC8 at the Butler Government Center and Oak Brook Police Department, to Kluber Architects and Engineers, Aurora, Illinois, in the amount of \$196,875.00 pending final attorney review and approval.

Attachments:

1. 2025-PW-ENG-AG-HVAC-PD-BGC-R-2292
2. Village of Oak Brook - HVAC System Replacement

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2025-PW-ENG-AG-HVAC-PD-BGC-R-2292

A RESOLUTION
AWARDING A PROFESSIONAL ENGINEERING SERVICES
AGREEMENT FOR THE HEATING, VENTILATION, AND AIR
CONDITIONING (HVAC) SYSTEM REPLACEMENT AC5, AC6,
AC7 AND AC8 AT THE BUTLER GOVERNMENT CENTER AND
OAK BROOK POLICE DEPARTMENT, TO KLUBER
ARCHITECTS AND ENGINEERS, AURORA, 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 8th day of April 2025

RESOLUTION NO. 2025-PW-ENG-AG-HVAC-PD-BGC-R-2292

A RESOLUTION

AWARDING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR THE HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) SYSTEM REPLACEMENT AC5, AC6, AC7 AND AC8 AT THE BUTLER GOVERNMENT CENTER AND OAK BROOK POLICE DEPARTMENT, TO KLUBER ARCHITECTS AND ENGINEERS, AURORA, ILLINOIS

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

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

WHEREAS, on January 20, 2025, staff requested proposals for engineering for the Heating, Ventilation, and Air Conditioning (HVAC) System Replacement AC5, AC6, AC7 and AC8 at the Butler Government Center and Oak Brook Police Department (the "Project") from the list of three consultants that were pre-qualified in the applicable engineering disciplines as part of the Village's August 2022 Request for Qualifications for Professional Consulting Engineering Services;

WHEREAS, one proposal was received on or prior to the February 6, 2025, deadline from Kluber Architects and Engineers (the "Company") in the amount of \$196,875.00;

WHEREAS, Staff recommends the Corporate Authorities to award Company the Professional Engineering Services Agreement for the Project, subject to the terms and conditions of the Agreement, attached hereto and incorporated herein as Exhibit A;

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to authorize the foregoing actions.

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

Section One – Recitals

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

Section Two – Approval and Award

The Corporate Authorities hereby does approve and award the contract for the Project to Company subject to the terms and conditions of the Agreement, attached hereto and incorporated herein as Exhibit A.

Section Three – Authorization and Direction

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six - Acts of Village Officials

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

Section Seven – Effective Date

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

Section Eight - Publication

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

Section Nine – Conflict Clause

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

Section Ten – Saving Clause

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

Section Eleven – Recording

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

PASSED THIS 8th day of April 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 8th day of April 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Agreement

PROJECT PROPOSAL

Village of Oak Brook

HVAC System Replacement



■ 02.06.25

SUBMITTED TO

Village of Oak Brook
Attn: Timothy O'Malley, Public
Works Director
3003 Jorie Boulevard
Oak Brook, Illinois 60523

SUBMITTED BY

Kluber Architects + Engineers
41 W. Benton Street
Aurora, Illinois 60506
Phone: 630.406.1213
Fax: 630.406.9472
kskager@kluberinc.com

Contents

COVER LETTER

A Note from Mike Kluber 1.1

PROJECT UNDERSTANDING & APPROACH

Our Approach 2.2

OUR TEAM

Team Org Chart 3.2

Resumes 3.3

RELEVANT EXPERIENCE

Recent Relevant Relevant 4.2

PROJECT SCHEDULE

Timeline 5.2

COST PROPOSAL

CECS 6.2



A Note From Michael

A Village with a history as rich as Oak Brook's deserves a design partner who prioritizes their needs and understands the complex requirements of municipal facilities. Our full-service team of architects and engineers wishes to support your Village by providing exceptional service that will enhance your community for years to come.

There are many reasons you should choose Kluber Architects + Engineers for this project, but the top 3 are:

- We are extremely familiar with your facility and team, which will allow for a smooth and efficient project with more time spent on things that matter. You'll avoid the learning curve associated with new partners, ensuring seamless project execution from the very beginning.
- We are a full-service firm, which means we have on-staff architects, mechanical engineers, electrical engineers, structural engineers, plumbing engineers, and fire protection engineers available to take your project head-on. Our team is extremely collaborative, and we work together to ensure all aspects of your facility are considered during your project.
- Simply put, both our architects and engineers are experts at Municipal design. Countless municipalities have entrusted our design team with their Public Works Facilities, Fire and Police Departments, Village Halls, Health Department buildings and more, because they know they can count on our expertise, positive attitude in problem-solving together, and determination to serve your Village well.

We are confident that our skills and expertise make us an excellent fit for your project, and that we will provide the support your leaders require to make the best decisions for your municipality and the community you serve.



Michael T. Kluber

President



■ 02.06.25

VILLAGE OF OAK BROOK

3003 Jorie Boulevard
Oak Brook, Illinois 60523



Corporate Office

41 W. Benton Street
Aurora, Illinois 60506
630.406.1213

Bloomington Office

2401 E. Washington Street
Suite 200-B2
Bloomington, Illinois 61704
309.430.6460

Project Understanding & Approach



Working Together



Project Understanding

It is our understanding the Village of Oak Brook is seeking to replace the existing HVAC systems at the Butler Government Center.

Our architects and engineers are familiar with the Butler Government Center as well as the Village staff who maintain the various facilities. Our Engineers understand that there are four distinct HVAC Systems operating and that the village is hoping to upgrade these systems to improve energy efficiency and functionality.

Our Approach

Our team conducts numerous HVAC-related projects each year. Our wealth of knowledge is reflected in the efficient systems we have designed, as well as the respective energy savings for our clients. Whether it is new construction or a maintenance replacement, our MEP Engineers pride themselves in designing systems and providing equipment suggestions that are maintainable by your staff for the life of the materials. The Kluber team realizes how

important it is for municipalities to have projects be completed in an affordable and efficient manner without compromising the quality of the project. Our licensed and certified staff have worked with a variety of different clients and are experienced in obtaining permits and approvals, facilitating faster and smoother projects. We are proud to have an established relationship with the Village, which allows us to be familiar with some of the Village's staff and facilities. This familiarity means our team is able to jump right into the proposed projects and any that may arise.

Our Team



Project Flowchart

Charli Johnsos will lead the team as Project Manager. She will be responsible for effectively communicating between the Village and the rest of the project team. Charli has years of experience in all phases of design, and experience working with the Village of Oak Brook. In the end, she is here to support your Village and help make your job easier.



PROJECT MANAGER

Project Manager
Charli Johnsos
AIA, NCARB, REFP



Mechanical Engineer
Brian Grey
PE



MFP Engineer
Donald Ware, Jr.
PE, CPD, LEED AP



Electrical Engineer
Michael Kluber
PE, CEM, LEED AP

ENGINEERING



Mechanical Designer
Kyle Dick



Electrical Designer
Josh Kuchel



Electrical Designer
Aaron Reinhart

ENGINEERING



Charli is a valued Architect and Project Manager at Kluber Architects + Engineers. Charli is a very strong communicator and leader. Clients praise her for constantly keeping them up to date on project status and progress. She also is extremely well-organized in managing and tracking project tasks and challenges.

PROJECT MANAGER

Charli Johnsos

Relevant Experience

AIA, NCARB, REFP, MBA

VILLAGE OF OAK BROOK, ILLINOIS

Butler Government
Center and Fire Station 3
Restroom Renovations

Study on Emergency Generator
for Village Hall, Fire Station,
and Police Station

Engineering Services for Bath &
Tennis Club Emergency Generator

Fire Station 93 Shower Rooms

Central Park West ADA Study

Bath and Tennis Club
Bathroom Renovation

Butler Government Center Lower
Level Public Restroom Renovation

Butler Government Center
Fire Station Humidifier

KANE COUNTY, ILLINOIS

Adult Justice Center
HVAC Upgrades

Sheriff's Office Renovation

Forensic Lab

Fire Protection System Upgrade

OAK BROOK PARK DISTRICT, ILLINOIS

Tennis Center Window
Replacement

Central Park West ADA Study

Tennis Center Front Desk

Tennis Center Structural Review

Family Recreation Center
Pool HVAC & Deck

Tennis Center Bathroom
Improvements

Family Recreation Door Relocation

Family Recreation Center
AHU Replacement

Family Recreation Center
Ceiling Replacement

CITY OF WHEATON, ILLINOIS

Public Works Emergency
Backup Generator #7



Licensure and Certifications

Licensed Architect - Illinois

LEED Accredited Professional

Professional Memberships

American Institute
of Architects

National Council
of Architectural
Registration Board

Education

Keller Graduate School Of
Management
Masters Of Business
Administration. 2005

University Of Notre Dame
Bachelor Of
Architecture, 1997

Imperial Valley College
Associate Of Arts
Degree, 1992

Engineers

BRIAN GREY PE

Brian is a Mechanical Engineer at Kluber. As a key contributor and a strong team player to the team, Brian's tasks include building system design, code analysis, HVAC system design, and plumbing system design. Brian is a part of our BIM leadership team, spearheading Kluber's use of the Revit design-tool, developing Kluber standards within that program and teaching peers how to use the program.

Education

University of Illinois at Urbana-Champaign
Bachelor of Mechanical Engineering

Professional Memberships

American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE)

Licensure and Certifications

Professional Engineer - Illinois

Relevant Experience

Village of Oak Brook Care Center HVAC, JTK Administration Building HVAC, Boiler 2 Replacement, Power Plant AHU Replacement, Utility Tunnel Exhaust Fan, JOF Heat Exchanger, Kane County Adult Justice Center HVAC Upgrades, Lake County Health Department Belvidere Central Intake HVAC Replacement, Joliet Junior College Building A HVAC Unit Replacement & S Building A/C, Miscellaneous HVAC Projects

MICHAEL KLUBER PE, CEM, LEED AP

Michael has been providing Electrical Engineering services to municipalities since founding Kluber, Inc. in 1988. His deep understanding of the complexities of design through working in the field provides a blend of the technical with the practical. His certifications include LEED AP and Certified Energy Manager, which enables him to leverage sustainability on each project.

Education

Georgia Institute of Technology
Bachelor of Electrical Engineering

Special Training

Solar PV Design and Installation
GE Low-Voltage Protector and Application
Power System Relaying Theory/Applications
Cogeneration Technology

DONALD WARE JR. PE, CPD, LEED AP

In his role as Vice President and Director of Mechanical Engineering, Don has retrofitted, evaluated, and designed mechanical systems for hundreds of public, industrial, and commercial buildings. He has consistently developed innovative designs on-time and on-budget. His reputation is well known and respected in Illinois.

Education

University of Illinois at Urbana-Champaign Bachelor of Mechanical Engineering
NCOIC Satellite Operations and Engineering

Professional Memberships

American Society of Plumbing Engineers
American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE)

Licensure and Certifications

Professional Engineer - Multiple States
Certified Plumbing Designer
LEED Accredited Professional

Relevant Experience

Village of Oak Brook Fire Station #2 HVAC, System Upgrades, Fire Station #3 Renovations, Police Station Expansion, Fire Station #4 AC Study, Butler Government Center, Fire Station Humidifier Park District Boiler and Water Heater Replacement, Kane County Adult Justice Center HVAC Upgrades, Village of Hinsdale Public Works HVAC Improvements

Licensure and Certifications

Professional Engineer - Multiple States
Certified Energy Manager
LEED Accredited Professional

Relevant Experience

Village of Oak Brook Engineering Study & Report for Village Hall, Y2K Temporary Electrical Services, Study on Emergency Generator for Fire Station, Village Hall, and Police Station, Engineering Services for BT Emergency Generator, Butler Gov Center Fire Station Humidifier, Engineering Study and Report for Village Hall, Bath and Tennis Club Emergency Generator Study, Bath and Tennis Club Restroom Renovation, Kane County Adult Justice Center HVAC Upgrades, Fire Protection System Upgrade, City of Wheaton Emergency Generator Replacement, Oakton College Electrical Engineering Services for Electrical Switchgear Replacement, Skokie Generator Replacement

Project Examples



Recent Similar Relevant Experience

KANE COUNTY HVAC IMPROVEMENTS

The project aims to enhance HVAC system performance, improve air quality, and increase energy efficiency in accordance with the provided recommendations. The Kane County Green Building policy will be followed as applicable and appropriate, to ensure that the HVAC system upgrades align with the county's sustainability goals and environmental initiatives. All plans and improvements will prioritize safety, security, and functionality reflecting the security considerations of the facility.

Primary Contact

Heidi Files
Kane County IT/Building
Management
Project Manager
630-444-1055

DUPAGE COUNTY JTK ADMINISTRATION BUILDING HVAC

In 2022 Dupage County hired the Kluber team to complete HVAC improvements at the JTK Administration Facility located at the Dupage County Government Center Complex. For this project our team prepared the construction documents for the purpose of bidding and permitting.

Primary Contact

Tim Harbaugh
Deputy Director of Facilities
DuPage County
630-407-5670

DUPAGE COUNTY CARE CENTER HVAC

In 2022, DuPage County hired Kluber Architects + Engineers to complete a series of improvements in six different mechanical rooms. Improvements consisted of both heating and ventilation system replacements. The ventilation system improvements included design for custom air handling unit replacements, New steam humidifiers and associated condensate receivers were replaced with the air handling units. The heating improvements consisted of the replacement of a high temperature hot water heat exchanger along with eight base mounted building pumps and associated control valves. In each mechanical room, the pneumatic controls were removed and all new equipment was tied to a direct-digital control system. For this project, our team prepared the construction documents for the purpose of bidding and permitting. The Kluber team is also doing construction administration for them.

Primary Contact

Tim Harbaugh
Deputy Director of Facilities
DuPage County
630-407-5670

Project Schedule



Timeline

TOTAL DURATION

Approximately **50-59 weeks**,
dependent on Owner availability



Due to the Kluber team's knowledge and experience of the Village of Oak Brook's facility, our team is able to give better estimates of timing on processes such as bidding and installation of equipment. This is a benefit to the Village, as we can provide the most accurate possible timeline from the start of your project.



01

DESIGN

4-6 Weeks

02



BIDDING

4 Weeks



03

EQUIPMENT LEAD TIME

18-25 Weeks

04



EQUIPMENT INSTALLATION

24 Weeks

Cost Estimate



**Heating, Ventilation, and Air Conditioning (HVAC) System Replacement
Village of Oak Brook**

Cost Estimate of Consultant Services

Item No.	Task	Staff Classifications & Workhours							Total Workhours	% of Workhours	Labor Fee
		Employee Class	Employee Class	Employee Class	Employee Class	Employee Class	Employee Class	Employee Class			
	Billing Rate	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
DESIGN ENGINEERING											
1	Field Evaluation and Proposed Conversion Review										
	a. Sub-item	0	0	0	0	0	0	0	0		
	b. Sub-item	0	0	0	0	0	0	0	0		
	c. Sub-item	0	0	0	0	0	0	0	0		
	Item 1 Subtotal	0	0	0	0	0	0	0	0	100.0%	\$0.00
2	Preliminary Design										
	a. Sub-item	0	0	0	0	0	0	0	0		
	b. Sub-item	0	0	0	0	0	0	0	0		
	c. Sub-item	0	0	0	0	0	0	0	0		
	Item 2 Subtotal	0	0	0	0	0	0	0	0	0.0%	\$0.00
3	Preliminary Design Meeting										
	a. Sub-item	0	0	0	0	0	0	0	0		
	b. Sub-item	0	0	0	0	0	0	0	0		
	c. Sub-item	0	0	0	0	0	0	0	0		
	Item 3 Subtotal	0	0	0	0	0	0	0	0	0.0%	\$0.00
4	Environmental Coordination and Permitting										
	a. Sub-item	0	0	0	0	0	0	0	0		
	b. Sub-item	0	0	0	0	0	0	0	0		
	c. Sub-item	0	0	0	0	0	0	0	0		
	Item 4 Subtotal	0	0	0	0	0	0	0	0	0.0%	\$0.00
5	Estimates of Cost and Time										
	a. Sub-item	0	0	0	0	0	0	0	0		
	b. Sub-item	0	0	0	0	0	0	0	0		
	c. Sub-item	0	0	0	0	0	0	0	0		
	Item 5 Subtotal	0	0	0	0	0	0	0	0	0.0%	\$0.00
6	Technical Specifications and Plan Sheets										
	a. Sub-item	0	0	0	0	0	0	0	0		
	b. Sub-item	0	0	0	0	0	0	0	0		
	c. Sub-item	0	0	0	0	0	0	0	0		
	Item 6 Subtotal	0	0	0	0	0	0	0	0	0.0%	\$0.00
7	Incorporate Village Front End Bidding Documents										
	a. Sub-item	0	0	0	0	0	0	0	0		
	b. Sub-item	0	0	0	0	0	0	0	0		
	c. Sub-item	0	0	0	0	0	0	0	0		
	Item 7 Subtotal	0	0	0	0	0	0	0	0	0.0%	\$0.00
8	QC/QA										
	a. Sub-item	0	0	0	0	0	0	0	0		
	b. Sub-item	0	0	0	0	0	0	0	0		
	c. Sub-item	0	0	0	0	0	0	0	0		
	Item 8 Subtotal	0	0	0	0	0	0	0	0	0.0%	\$0.00
9	Bidding Assistance										
	a. Sub-item	0	0	0	0	0	0	0	0		
	b. Sub-item	0	0	0	0	0	0	0	0		
	c. Sub-item	0	0	0	0	0	0	0	0		
	Item 9 Subtotal	0	0	0	0	0	0	0	0	0.0%	\$0.00

N/A, An hourly build up of pricing is not reflective of how Kluber establishes its fees for projects.

See third page.

Heating, Ventilation, and Air Conditioning (HVAC) System Replacement
Village of Oak Brook

Cost Estimate of Consultant Services

Item No.	Task	Staff Classifications & Workhours							Total Workhours	% of Workhours	Labor Fee
		Employee Class	Employee Class	Employee Class	Employee Class	Employee Class	Employee Class	Employee Class			
CONSTRUCTION INSPECTION											
1	Pre-Construction Services										
a.	Sub-item	0	0	0	0	0	0	0	0		
b.	Sub-item	0	0	0	0	0	0	0	0		
c.	Sub-item	0	0	0	0	0	0	0	0		
Item 1 Subtotal		0	0	0	0	0	0	0	0	0.0%	\$0.00
2	Submittal Review										
a.	Sub-item	0	0	0	0	0	0	0	0		
b.	Sub-item	0	0	0	0	0	0	0	0		
c.	Sub-item	0	0	0	0	0	0	0	0		
Item 2 Subtotal		0	0	0	0	0	0	0	0	0.0%	#REF!
3	Construction Observation										
a.	Sub-item	0	0	0	0	0	0	0	0		
b.	Sub-item	0	0	0	0	0	0	0	0		
c.	Sub-item	0	0	0	0	0	0	0	0		
Item 3 Subtotal		0	0	0	0	0	0	0	0	0.0%	\$0.00
4	Post-Construction Services										
a.	Sub-item	0	0	0	0	0	0	0	0		
b.	Sub-item	0	0	0	0	0	0	0	0		
c.	Sub-item	0	0	0	0	0	0	0	0		
Item 4 Subtotal		0	0	0	0	0	0	0	0	0.0%	\$0.00
Project Totals		0	0	0	0	0	0	0	0	100.0%	
% of Workours:		100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%		
										Total Labor Fee	\$0.00
										Total Direct Costs	\$0.00
										Total Subconsultants	\$0.00
										TOTAL PROJECT COST	\$0.00

N/A, An hourly build up of pricing is not reflective of how Kluber establishes its fees for projects.

See Below.

Heating, Ventilation, and Air Conditioning (HVAC) System Replacement
Village of Oak Brook

Summary of In-House Direct & Subconsultant Costs

Item No.	Task	In-House Direct Cost	Sub-Consultant Cost
----------	------	----------------------	---------------------

1	Field Evaluation and Proposed Conversion Review		
---	---	--	--

Description

Description

Item 1 Subtotal 5% of the Total Fee

2	Preliminary Design		
---	--------------------	--	--

Description

Description

Item 2 Subtotal 20% of the Total Fee

3	Preliminary Design Meeting		
---	----------------------------	--	--

Description

Description

Item 3 Subtotal 2% of the Total Fee

4	Environmental Coordination and Permitting		
---	---	--	--

Description

Description

Item 4 Subtotal 3% of the Total Fee

5	Estimates of Cost and Time		
---	----------------------------	--	--

Description

Description

Item 5 Subtotal 3% of the Total Fee

6	Technical Specifications and Plan Sheets		
---	--	--	--

Description

Description

Item 6 Subtotal 40% of the Total Fee

7	Incorporate Village Front End Bidding Documents		
---	---	--	--

Description

Description

Item 7 Subtotal 2% of the Total Fee

8	QC/QA		
---	-------	--	--

Description

**Heating, Ventilation, and Air Conditioning (HVAC) System Replacement
Village of Oak Brook**

Summary of In-House Direct & Subconsultant Costs

Item No.	Task	In-House Direct Cost	Sub-Consultant Cost
----------	------	----------------------	---------------------

Description

Item 8 Subtotal 2% of the Total Fee

9	Bidding Assistance
---	--------------------

Description

Description

Item 9 Subtotal 3% of the Total Fee

1	Pre-Construction Services
---	---------------------------

Description

Description

Item 1 Subtotal 3% of the Total Fee

2	Submittal Review
---	------------------

Description

Description

Item 2 Subtotal 5% of the Total Fee

3	Construction Observation
---	--------------------------

Description

Description

NOTE: Kluber proposes bi-weekly site visits and weekly remote meetings.
Construction Duration assumed to be 6 months.

Item 3 Subtotal 10% of the Total Fee

4	Post-Construction Services
---	----------------------------

Description

Description

Item 4 Subtotal 2% of the Total Fee

Total In-House Direct Costs: See Note Below -

Total Subconsultant Costs: None -

TOTAL IN-HOUSE DIRECT & SUBCONSULTANT COSTS: See Note Below

Anticipated Reimbursable Expenses = \$1,500.00

Kluber, Inc. proposes to provide Services for a fee equal to 8.75% of the Cost of the Work as defined by the AIA. If desired by the Owner, this fee can be converted to a Stipulated Sum (Lump Sum) at the conclusion of the Preliminary Design Phase once the project budget has been established and overall Scope of Work.

Kluber's understanding is that the facility is approximately 75,000 square feet and an initial assumed value of the HVAC work is \$30.00 per square foot. This equates to a Cost of Work of \$2,250,000.00 resulting in an estimated fee of \$196,875.00 + reimbursables.

* Exclusions: Environmental testing for hazardous materials are not included and are assumed to be contracted directly by the Owner.



ITEM 8.A.5.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
April 8, 2025

SUBJECT: Replacement of Public Works Administration Vehicle Unit # 500

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$47,130.00 budgeted in the vehicle replacement fund using account 342-90200 of the FY 2025 Budget

RECOMMENDED MOTION: I move to approve Resolution R-2293, waiving further bidding, since Suburban Purchasing Cooperative (SPC) has already conducted the bid process, and direct staff to issue a purchase order to Currie Motors of Frankfort, Illinois, for a 2025 Ford Explorer in the amount of \$44,630.00. An additional \$2,500.00 to other vendors is also requested for upfitting the vehicle pending final attorney review and approval.

Background/History:

The Village currently leases most vehicles from Enterprise Fleet Management. After careful consideration and further review of the Lease vs. Purchase options, staff determined that purchasing 2025 Ford Explorer, rather than leasing, is the lowest cost alternative. This same analysis will be conducted for each vehicle moving forward to determine the lowest cost approach to the Village's vehicle fleet.

The current vehicle has reached the end of its lease and requires additional maintenance costs. The vehicle being replaced is a 2019 Chevy Tahoe. Leasing a 2025 Ford Explorer with the proper specifications would cost approximately \$68,000.00 over the course of the lease as compared to the \$44,630.00 purchase price and \$2,500.00 upfitting cost for the purchase of this vehicle.

In the vehicle procurement process, the Village explores available bids through Purchasing Cooperatives, which use their increased purchasing power to secure more competitive pricing. Under Section 1-7-10 of the Village Code of Ordinances and Compiled Statutes, the Village is authorized to participate in cooperative purchasing with other governmental entities. The Suburban Purchasing Cooperative (SPC) conducted the bidding process and awarded a contract for Administrative vehicles to Currie Motors. The vehicle being replaced will be returned to Enterprise Fleet Management for auction, with the proceeds directed back to the Village.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2293, waiving further bidding, since Suburban Purchasing Cooperative (SPC) has already conducted the bid process, and direct staff to issue a purchase order to Currie Motors of Frankfort, Illinois, for a 2025 Ford Explorer in the amount of \$44,630.00. An additional \$2,500.00 to other vendors is also requested for upfitting the vehicle pending final attorney review and approval.

Attachments:

1. 2025-PW-PO-VEH-R-2293
2. unit 500 spc cost
3. PW admin 500 - Final Vehicle Quote
4. Purchase vs. Lease comparison

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2025-PW-PO-VEH-R-2293

A RESOLUTION
AUTHORIZING AND APPROVING THE EXECUTION OF A
PURCHASE ORDER FOR ONE 2025 FORD EXPLORER TO
CURRIE MOTORS OF FRANKFORT, 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 8th day of April 2025

RESOLUTION NO. 2025-PW-PO-VEH-R-2293

A RESOLUTION
AUTHORIZING AND APPROVING THE EXECUTION OF A PURCHASE ORDER FOR ONE
2025 FORD EXPLORER TO CURRIE MOTORS OF FRANKFORT, ILLINOIS

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

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

WHEREAS, the Village leases vehicles from Enterprise Fleet Management with the leases nearing or having reached their expiration dates, whereby Staff reevaluated the costs that are incurred by leasing versus purchasing and determined purchasing is more cost-effective;

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

WHEREAS, the Suburban Purchasing Cooperative (SPC) has previously conducted the competitive bidding process and awarded the contract to Currie Motors of Frankfort, Illinois (the "Company");

WHEREAS, Staff recommends the Corporate Authorities authorize and approve the execution of a purchase order to company for one (1) 2025 Ford Explorer in the total amount not-to-exceed \$47,130.00, subject to the terms and conditions of the Purchase Order, attached hereto and incorporated herein as Exhibit A;

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to authorize the foregoing actions.

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

Section One – Recitals

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

Section Two – Approval

The Corporate Authorities hereby does approve the Purchase Order, attached hereto and incorporated herein as Exhibit A.

Section Three – Authorization and Direction

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six - Acts of Village Officials

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

Section Seven – Effective Date

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

Section Eight - Publication

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

Section Nine – Conflict Clause

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

Section Ten – Saving Clause

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

Section Eleven – Recording

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

PASSED THIS 8th day of April 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 8th day of April 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Purchase Order

2025
Ford Explorer
Currie Motors Fleet Department
Contract #231



Starting Price \$36,211.00
Rear Wheel Drive



2025 Model Year is Allocation Based upon Sales History and Subject to Commodity Restrictions

2025 Standard Equipment Active

SERIES/EQUIPMENT GROUP AVAILABILITY

- Series Line up; Active (200A), ST-Line (300A), ST (400A) and Platinum (600A)

Changed

- XLT is now referred to as Active (200A)
- ST-Line (250A) is now referred to as (300A) – Platinum (601A) is now referred to (600A)

MECHANICAL

Changed – None

Deleted – None

EXTERIOR CHANGES

Changed

- 4-Door Intelligent Access is now standard on All series
- Class III Trailer Tow Package is now Standard on all series.

Wheel Line Up

- 18" Five-Spoke Sparkle Silver-Painted Aluminum is Standard on Active (200A)
- 20" Luster Nickel-Painted Aluminum (649) is Available on Active (200A1). Standard on Platinum (600A).
- 20" Carbonized Gray-Painted 10-Spoke is Available on Active (200A1)
- 20" Polished Aluminum is Available on Platinum (600A1)
- 20" Ebony Machined-Painted Aluminum is Standard on ST Line (300A)
- 21" Magnatite-Painted Aluminum is Standard on ST (400A). Included in ST-Line Street Pack on ST-Line (300A). – 21" Dark Alloy Polished Aluminum is Available in Ultimate Package on Platinum (600A1)

INTERIOR/COMFORT

New – 12.3" Color LCD Productivity Screen is Standard on All series in Instrument Panel Cluster

Deleted – None

SAFETY/SECURITY

New – None

Changed – None

Deleted – None

FORD CO-PILOT360™ TECHNOLOGY

Deleted – Active Park Assist 2.0

FUNCTIONAL

Changed – None

Deleted – SecuriCode® Keyless Entry Keypad – SYNC® 3 – USB Ports, Second Row – One (1) "A" and one (1) "C" (replaces a Powerpoint 12V Port on the back side of the Front Console)

MECHANICAL

Electric Parking Brake with Auto Hold

Engine – 2.3L EcoBoost® I-4 with Auto Start-Stop Technology

Four-Wheel Disc Brakes with Anti-Lock Brake System (ABS), Electric Brake Boost and ESC

Standard-Duty Front and Rear Brake Calipers

Transmission – 10-Speed Automatic

EXTERIOR

18.6 Gallon Tank

Active Grille Shutters

Black – Molded-in-Color

Liftgate Scuff – Wheelip Molding

Body-Color – Bumpers, Front and Rear (Body-Color Upper, Black Lower) – Rear Spoiler

Class III Trailer Tow Package

Configurable Daytime Running Lamps (DRL) (Activates LED Low Beam Headlamps with Courtesy Delay)

Door Handles – Body-Color

Easy Fuel® Capless Fuel Filler

Front Air Curtain

Grille – Black Mesh Insert with Chrome Bars

LED Taillamps with Amber Turn Signals

Lower Bodyside Cladding – Black with Chrome Accent

Power Liftgate

Privacy Glass – Second Row, Third Row and Liftgate

Rear Bumper Step Pad – Molded-In-Color Black

Roof-Mounted Antenna

Exterior (Continued)

Roof-Rack Side Rails – Black

Tires – P255/65R18 All-Season (A/S) BSW – Mini Spare

Wheels – 18" Sparkle Silver-Painted Aluminum

Wipers

Windshield

Variable Intermittent/Continuous

Rear Window

Single-Speed Intermittent/Continuous

INTERIOR/COMFORT

Beverage Holders (10)

Front Row, four (4), Second Row, four (4), Third Row, two (2)

Center Floor Console – Front – Armrest – Storage Bin

Climate Control – Tri-Zone Electronic Temperature Control – Cabin Particulate Air Filter – Rear Auxiliary Controls

Door-Sill Scuff Plates, Front and Rear – Black Molded-inColor (MIC), embossed with "EXPLORER"

Driver and Front Passenger Seat Back Map Pockets

Driver's Side Footrest

Floor Mats – Black Carpet, Front and Second Rows

Grab Handles – Front-Passenger; Second Row – two (2), includes Coat Hooks

Illuminated Visor Vanity Mirrors (Driver and Front Passenger)

Instrument Panel Cluster

– 12.3" Color LCD Productivity Screen

– Message Center

– Outside Temperature Display

– Trip Computer

• Lighting

– Front Overhead Console Mounted Map Lights – Illuminated Entry System

– Rear Cargo Area Light

– Second and Third Row Dome Lights

Overhead Console with Sunglasses Storage

Powerpoints (12V)

– three (3)

– Front row; one (1) in Media Hub, one (1) in center console

– Second row; one (1) in rear section of center console

– Rear Cargo Area; one (1)

• Rotary Gear Shift Dial

• Seats

– Unique Cloth

– Front Captain's Chairs

– 10-way Power Driver's

– 4-way Power Passenger

– First Row Heated Seats

– Second Row 35/30/35 Bench with E-Z Entry¹ and Armrests

• Steering Column

– Manual Tilt/Telescoping

• Steering Wheel with Mounted Features

– 5-Way Controls

– Audio Controls

– Cruise Controls

• Windows, Power

– Front and Rear. Front Row One-TouchUp/Down Feature (door mounted controls).

SAFETY/SECURITY

• AdvanceTrac™ with RSC® (Roll Stability Control™)

• Airbags

– First Row: Driver and Passenger Dual-Stage Front, Frontseat Side and Driver/Passenger Knee – All Rows: Safety Canopy® Side-Curtain with Rollover Sensor

• Center High-Mounted Stop Lamp (CHMSL)

• Curve Control

• Day/Night Rearview Mirror – Manually Adjustable

• Door Locks, Power

– Auto lock/Auto unlock

– Child-Safety Rear

• Head Restraints

– Two-Way Manually Adjustable (Up/Down)

– All Rows. Second Row Center Head Restraint is fixed position.

SAFETY/SECURITY (Continued)

• Headlamps

– LED Low and High Beams with Courtesy Delay – Wiper-Activated

- Hooks
- Cargo Net
- Four (4) - Load Floor Tie-Down - Four (4)
- Individual Tire Pressure Monitoring System (ITPMS)
- LATCH (Lower Anchors and Tether Anchors for Children) on Second and Third Row Outboard Seating Positions
- Mirrors, Sideview - Power and Heated Glass, ManualFolding, Security Approach Lamps and Black Caps
- Perimeter Alarm
- Personal Safety System™2
- Rear-Window Defroster and Washer
- Safety Belts
- Front Row
- Belt-Minder® (Front Safety Belt Reminder)
- Front Row - Adjustable Height
- Second Row - Outboard and Center Seat Shoulder
- Third Row - Outboard
- SecuriLock® Passive Anti-Theft System (PATS) • SOS Post-Crash Alert System™

DRIVER ASSIST TECHNOLOGY

- Ford Co-Pilot360™ Assist+
- Adaptive Cruise Control with:
 - Stop-and-Go
 - Lane Centering
- Auto High-Beam Headlamps
- BLIS® (Blind Spot Information System) with Cross-Traffic Alert, Exit Warning and Trailer Coverage
- Evasive Steering Assist
- Intersection Assist 2.0
- Lane-Keeping System
 - Lane-Keeping Alert
 - Lane-Keeping Assist
 - Driver Alert
- Pre-Collision Assist with Automatic Emergency Braking (AEB)
 - Pedestrian Detection ◦ Forward Collision Warning ◦ Dynamic Brake Support
- Rear Cross Traffic Braking
- Rear View Camera3
- Reverse Parking Assist
- Post-Collision Braking

- Headlamps - Autolamp (Automatic On/Off) 2
- Personal Safety System™ for driver and front passenger includes dualstage front airbags, safety belt pretensioners, safety belt energymanagement retractors, safety belt usage sensors, driver's seat position sensor, crash severity sensor, restraint control module and FrontPassenger Sensing System. 3 With Backup Assist Grid Lines

DRIVER ASSIST TECHNOLOGY

- Hill Start Assist
- Side-Wind Stabilization
- Trailer Sway Control

FUNCTIONAL

- 3.58 Non-Limited-Slip Rear Axle (RWD and 4WD)
- 4-Door Intelligent Access (Lock/Unlock) with Push-Button Start
- 5G LTE Modem and Hotspot
- Ford Power-Up Software Update Capability
- Audio
 - AM/FM Stereo
 - MP3 Capable
 - Six (6) Speakers
 - Speed-Compensated Volume
 - SiriusXM® with 360L

Note: Includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii

Note: All SiriusXM services require a subscription, sold separately by SiriusXM after the trial period. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement & Privacy Policy at "<http://www.siriusxm.com/>" www.siriusxm.com for full terms and how to cancel, which includes online methods or calling 1-866-635-2349.

- Battery Saver
- Compass
- Electric Power-Assisted Steering (EPAS)
 - 5G LTE Wi-Fi Hotspot connects up to 10 devices4 (if equipped)

– Remotely start, lock and unlock vehicle5

– Schedule specific times to remotely start vehicle5

– Locate parked vehicle5

– Check vehicle status5

Note: Ford Telematics™ and Data Services Prep included for Fleet ONLY: FordPass Connect™ 4G Wi-Fi Modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at www.fleet.ford.com or call 833-FCS-Ford. (833-327-3673)

- Front and Rear Stabilizer Bars
- Independent Front and Rear Suspension
- Intelligent Oil-Life Monitor

© 4 Wi-Fi hotspot includes wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford. 5 FordPass Connect (optional on select vehicles), the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass Terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving

technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot.

- Infotainment

– 13.2" Color LCD Touchscreen in IP Center-Stack

– Alexa Built-In

– Google Built-In o Google Assistant o Google Maps o Google Play Store

– Pinch-to-Zoom capability

– 911 Assist®

– Apple CarPlay® and Android Auto™ Wireless Compatibility

– USB Ports, First Row

– One (1) "A" and One (1) "C" in Media Bin and Two (2) "C" in Center Floor Console. Second Row

– Two (2) "C" and Third Row

– Two (2) "C".

- Terrain Management System™ (Deep Snow/Sand Mode - 4WD Only)

4WD MODELS INCLUDE:

- Hill Descent Control
- Intelligent 4WD

2025 Ford Explorer

Options Price List

Model

☐ K7D- Active (RWD)	\$36,211.00
☒ K8D- Active (4WD)	\$38,766.00
☐ K7K- St-Line (RWD)	\$41,147.00
☐ K8K- St-Line (4WD)- requires 68P	\$44,147.00
☐ K7G- ST (RWD)	\$51,713.00
☐ K8G- ST (4WD)	\$55,084.00
☐ K7H- Platinum (RWD)	\$48,199.00
☐ K8H- Platinum (4WD)	\$52,156.00

Transmission

☐ 44T- 10-Speed Automatic Transmission	N/C
---	-----

Engine

☒ 99H- 2.3L EcoBoost I-4 Engine with Auto Start-Stop Technology (Active, ST-Line, Platinum)	N/C
☐ 99C- EcoBoost V6 Engine with Auto Start-Stop Technology (Platinum Trim) (Requires Ultimate Package)	N/C

Wheels

Active	
☐ 64Y- 20 Inch Carbonized Gray-Painted Aluminum Wheels	\$1,311.00
☒ 649- 20 Inch Luster Nickel-Painted Aluminum Wheels Requires:4WD and Active Comfort Package.	\$1,311.00
☐ 64U- 20 Inch Polished Aluminum Wheels	\$653.00
- Not available on Active Trim	

Other Options

☐ 21B- Platinum Lux Leather Package (99C/ 68U Not Selected)	
Includes: Leather Seating Surfaces Sport Captain Chairs Heated and ventilated. Includes multicontour seats with Active Motion, tri-diamond micro perforated inserts, accent stitching, 8-way power driver with memory (power function for tilt, lumbar and recline) and 6-way power front passenger (power function for lumbar and recline). -Piping & Quilting on Seats -Quilting & Stitching on Door Panels	
	\$1,593.00
Platinum Lux Leather Package (99C and 68U Selected)	
N/C	
☐ 68U- Platinum Ultimate Package	\$4,338.00
Includes:	
-Lux Leather Package	
-Leather Seating Surfaces Sport Captain Chairs Heated and ventilated. Includes multicontour seats with Active Motion, tri-diamond micro perforated inserts, accent stitching, 8-way power driver with memory (power function for tilt, lumbar and recline) and 6-way power front passenger (power function for lumbar and recline). -Piping & Quilting on Seats -Quilting & Stitching on Door Panels	
-Wheels: 21" Dark Alloy Polished Aluminum	
-Tires: P275/45R21 AS BSW	

☒	68A- Active Comfort Package	\$3,158.00
	Includes:	
	-Heated Steering Wheel	
	-Front Fascia	
	Includes LED fog lamps with silver-painted front skid plate elements and LED signature lighting.	
	-Remote Start System	
	-Heated ActiveX Seating Material Captain's Chairs	
	-Universal Garage Door Opener (UGDO)	
	-Requires to Add Option 649 (20" Luster Nickel-Painted Aluminum Wheels)	
☐	21B- Luxury Leather Package (Requires 64U)	\$1593.00
☐	439- Twin Panel Moonroof (Requires 68A)	\$1,593.00
☐	68P- ST-Line Street Pack	\$935.00
	Includes:	
	-Wheels: 21" Magnatite-Painted Aluminum	
	-Tires: P275/45R21 AS BSW	
	-Performance Brakes	
	-Red Painted Perf Front & Rear Brake Calipers	
☐	68L- ST-Line Premium Package	\$2,576.00
	Includes:	
	-110V/150W AC Power Outlet	
	-Ambient Lighting	
	-Auto-Dimming Interior Rearview Mirror	
	-Power-Folding Sideview Mirrors w/Autofold	
	-Rain-Sensing Wipers (Front Only)	
	-Heated ActiveX Seat Material Cap Chairs	
	-2nd Row Heated Seats	
	-3rd Row PowerFold Fold Flat Seats	
	-2nd Row Sunblinds	
	-Power Tilt/Telescoping Steering Column	
	-Wireless Charging Pad	
☐	60S- Black Painted Roof(Not available on Active)	\$4,601.00
☐	18B- Ford BlueCruise Equipped	\$658.00
☐	17H- Second Row Captain's Chairs with E-Z Entry and Armrest	
		N/C
☐	153- License Plate Bracket	N/C
☐	16A- All-Weather Floor Mats without Carpet Mats	\$150.00
☐	16B- All Weather Floor Mats with Carpet Mats	\$188.00
☐	90X- Wireless Charger Credit	\$-123.00
Fleet Options		
☐	942- Daytime Runing Lamps (Fleet Only)	\$42.00
☐	41H- Engine Block Heater	\$179.00

COLOR AND TRIM

Exterior

☐ AZ-	Star White Metallic Tri-Coat	\$747.00
☐ D4-	Rapid Red Metallic Tinted Clearcoat	\$465.00
☐ JS-	Iconic Silver Metallic	N/C
☐ K1-	Vapor Blue Metallic	\$465.00
☒ M7-	Carbonized Gray Metallic	N/C
☐ UM-	Agate Black Metallic	N/C
☐ YZ-	Oxford White (Fleet Only)	N/C

Interior

- | |
|--|
| ☐ Space Gray Interior Seating |
| ☐ Light Space Gray Interior Seating |

WARRANTIES

☐ 3 year/ 100,000 miles Premium Care -	\$2525.00
☐ 5 year/ 100,000 miles Premium Care-	\$2670.00
☐ 3 year/ 100,000 miles Extra Care -	\$2140.00
☐ 5 year/ 100,000 miles Extra Care -	\$2240.00
☐ 5 year/ 125,000 miles Power Train Care -	\$2465.00
☐ 6 year/ 125,000 miles Power Train Care -	\$2565.00

Miscellaneous Options

☐ Rustproofing (Does Not Undercoating)	\$395.00
☒ 4-Corner LED Amber Strobes	\$1,395.00
☐ Shop Manual- Thumb Drive	\$450.00
☐ License and Title - Municipal	\$203.00
(MP Plates require signed letter from Chief)	
☐ Certificate of Origin (Client to Complete Licensing)	N/C
☐ Delivery over 65 Miles from:	\$160.00
☐ Passenger Title and Plates	\$351.00

Title Name _____ :
Title Address _____ :
Title City _____ :
Title Zip Code _____ :
Contact Name _____ :
Phone Number _____ :
PO Number _____ :
FIN Code _____ :
Tax Exempt Number _____ :
Total Dollar Amount _____ :
Delivery Address _____ :

***Orders Require a Signed Original Purchase Order and Tax-Exempt Letter**

Submitted to:

Currie Motors Commercial Center

10125 W Laraway

Frankfort IL 60423

Nic Cortellini

Phone: (815)464-9200

ncortellini@curriemotors.com

Tom Sullivan

Phone: (815)412-3227

tsullivan@curriemotors.com

*******Production is allocation based and limited by supply chain constraints*******

Prepared For: Village of Oak Brook						Date 02/18/2025		
Hroba, Doug						AE/AM RSJ/MAL		
Unit #								
Year		2025		Make Ford		Model Explorer		
Series		ST 4dr 4x4						
Vehicle Order Type	Ordered	Term 60	State IL	Customer# 585879				
\$ 59,222.87		Capitalized Price of Vehicle ¹			All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote. Order Information Driver Name Tim O'Malley Exterior Color Carbonized Gray Metallic Interior Color Onyx w/Heated/Ventilated Miko Sport Captain's Lic. Plate Type Unknown GVWR 0			
\$ 0.00		*		License and Certain Other Charges 0.00000% State IL				
\$ 251.00		*		Initial License Fee				
\$ 0.00		Registration Fee						
\$ 770.00		*		Other: (See Page 2)				
\$ 0.00		Capitalized Price Reduction						
\$ 0.00		Gain Applied From Prior Unit						
\$ 0.00		*		Security Deposit				
\$ 0.00		Taxes						
\$ 59,222.87		Total Capitalized Amount (Delivered Price)						
\$ 799.51		Depreciation Reserve @ 1.3500%						
\$ 334.81		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²						
\$ 1,134.32		Total Monthly Rental Excluding Additional Services						
Additional Fleet Management								
Master Policy Enrollment Fees								
\$ 0.00		Commercial Automobile Liability Enrollment						
Liability Limit \$0.00								
\$ 0.00		Physical Damage Management		Comp/Coll Deductible		0 / 0		
\$ 0.00		Full Maintenance Program ³		Contract Miles 0		OverMileage Charge \$ 0.6500 Per Mile		
Incl: # Brake Sets (1 set = 1 Axle) 0								
\$ 0.00				# Tires 0		Loaner Vehicle Not Included		
\$ 0.00		Additional Services SubTotal						
\$ 0.00		Tax 0.0000%		State IL				
\$ 1,134.32		Total Monthly Rental Including Additional Services						
\$ 11,252.27		Reduced Book Value at 60 Months						
\$ 400.00		Service Charge Due at Lease Termination						

Quote based on estimated annual mileage of 8,500
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
 Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE Village of Oak Brook		
BY	TITLE	DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Lighting - Equipment - Fleet Safety Supply - Qt# 76543 - ION Super Series LEDs, Grille Mount & Rear Windshield; Inner Edge XLP Windshield Amber LEDs/Takedown Lights (AME Quote: 76543)	C	\$ 1,182.60
Lighting - Install - CAMZ Communications - EMAIL Quote - Installation of Fleet Safety Supply Qt# 76543 (AME Quote: EMAIL)	C	\$ 1,685.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 2,867.60
Aftermarket Equipment Total		\$ 2,867.60

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 370.00
Courtesy Delivery Fee	B	\$ 400.00
Total Other Charges Billed		\$ 770.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 770.00

VEHICLE INFORMATION:

2025 Ford Explorer ST 4dr 4x4 - US

Series ID: K8G

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$54,009	\$56,260.00
Total Options	\$214.00	\$230.00
Destination Charge	\$1,595.00	\$1,595.00
Total Price	\$55,818.00	\$58,085.00

SELECTED COLOR:

Exterior: M7-Carbonized Gray Metallic

Interior: AW-Onyx w/Heated/Ventilated Miko Sport Captain's Chairs

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
119WB	119.1" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
400A	Equipment Group 400A Standard Package	NC	NC
425	50 State Emissions System	STD	STD
44T	Transmission: 10-Speed Automatic	Included	Included
99C	Engine: 3.0L EcoBoost V6	Included	Included
A	Heated/Ventilated Miko Sport Captain's Chairs	Included	Included
A3EAB	Splash Guards	\$214.00	\$230.00
AW_03	Onyx w/Heated/Ventilated Miko Sport Captain's Chairs	NC	NC
M7_07	Carbonized Gray Metallic	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDAX	3.58 Non-Limited Slip Rear Axle	Included	Included
STDRD	Radio: B&O Sound System by Bang & Olufsen	Included	Included
STDTR	Tires: P275/45R21 AS BSW	Included	Included
STDWL	Wheels: 21" Magnetite-Painted Aluminum	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Driver And Passenger Mirror: auto dimming power remote heated power folding side-view door mirrors with turn signal indicator
Spoiler: rear lip spoiler
Skid Plates: skid plates
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Front Bumper Insert: black front bumper insert
Front License Plate Bracket: front license plate bracket
Front Mud Flaps: front and rear mud flaps
Body Material: galvanized steel/aluminum body material
: class III trailering with harness, hitch
Body Side Cladding: black bodyside cladding
Grille: black grille
Exhaust Tip: chrome tip exhaust

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning with separate controls
Voice Activated A/C: voice activated air conditioning
Seat Memory: 3 driver memory seat settings (includes door mirrors,)
Cruise Control: cruise control with steering wheel controls, Adaptive Cruise Control with Stop-and-Go adaptive
Trunk/Hatch/Door Remote Release: power cargo access remote release
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Intelligent Access proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Remote Engine Start: remote start - keyfob and smart device (subscription required)
Steering Wheel: heated style steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Auto-dimming Rearview Mirror: auto-dimming rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Garage Door Opener: garage door transmitter
Emergency SOS: 911 Assist emergency communication system
Navigation System: navigation system with voice activation
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets
AC Power Outlet: 1 120V AC power outlet

Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan
Amplifier: amplifier
Digital Signal Processor: digital signal processor
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls

Speakers: 10 Bang & Olufsen speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
Auto-Dimming Headlights: Auto High Beam auto high-beam headlights
Front Fog Lights: front fog lights
Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: fixed interval rear window wiper with heating wiper park
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Forward and Reverse Sensing System front/rear/side parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Oil Level Gauge: oil level gauge
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS: four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated w/puddle lights perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
Rear Headrest Control: 2 rear head restraints
3rd Row Headrests: 2 manual adjustable third row head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front sport bucket seats
Front Heated Cushion: driver and passenger heated-cushions
Front Heated Seatback: driver and passenger heated-seatbacks
Heated Rear Seat: heated rear seat
Ventilated Seats: ventilated front seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear manual reclining captain seat
Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Mounted Armrests: rear seat mounted armrest
3rd Row Seat Type: fixed third row 50-50 bench seat
3rd Row Electric Control: PowerFold fold into floor third row seat
Door Trim Insert: leatherette door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: cloth/metal-look instrument panel insert, door panel insert, console insert
LeatherSteeringWheel: leather steering wheel
Floor Mats: carpet front and rear floor mats
Interior Accents: chrome/metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 400-hp, 3.0-liter V-6 (premium)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

	Upfitting	Enterprise Cost	Enterprise after upfitting	Estimated returned Value*	Purchase price	Purchase after upfitting	Estimated Auction**	Sell back to Enterprise***	Total owned cost after 5 yrs	Total owned cost w/ sell back option	Total lease cost after 5 yrs	Cost Difference
Admin Explorer	\$2,867.60	\$ 55,818.00	\$58,685.60	\$22,327.20	\$44,630.00	\$47,497.60	\$11,157.50	\$20,827.20	\$36,340.10	\$26,670.40	\$36,358.40	\$9,688.00

*Estimated returned value is the estimated market value Enterprise will sell the vehicle for after 5 yrs of use. We have been seeing higher returns on their sales the last few years.

** Estimated auction value is based on returns seen on govdeals and ibid. Vehicles older than 5 yrs have considerably less value.

***Sell back through Enterprise is \$1500 per vehicle. \$200 for title and paperwork, \$600 for pickup/ delivery, and \$700 for adminstrative costs as of Dec 2024 subject to change



ITEM 8.A.6.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
April 8, 2025

SUBJECT: Sports Core Property Capital Improvements Project

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$640,000 in the FY 2025 Budget, \$315,000 for the Sports Core Parking Lot in # 811-90400 and \$325,000 for the Golf Course Driving Range Pad in # 831-90400.

RECOMMENDED MOTION: I move to approve Resolution R-2294, a Resolution awarding a contract to the lowest responsible bidder who submitted the lowest responsive bid, Schroeder Asphalt Services, Inc., Huntley, Illinois, for the Sports Core Property Improvements Project based on the unit prices in the attached bid tabulation, for an estimated total project price of \$311,738.70, pending final attorney review and approval.

Background/History:

A solicitation for bids for the 2025 Sports Core Property Improvements Project was posted on the Village website on March 17, 2025. Eight (8) vendors paid the \$50 fee to download the bid documents, and seven (7) sealed bids were received and opened on Thursday, March 27, 2025.

Christopher B. Burke (our consulting engineer) recommends that we award the contract to the lowest responsible bidder who submitted the lowest responsive bid, Schroeder Asphalt Services (see attached letter). Schroeder Asphalt Services, Inc. satisfactorily completed the Sports Core Parking Lot Addition Project for the Village in 2024. This project consists of expanding the parking lot at Oak Brook Golf Club and installing a concrete pad at the Oak Brook Golf Club driving range for future installation of a shelter by others.

Work under this contract will generally include, but is not limited to:

- Earth Excavation at both locations.
- Concrete Curb Type B in the expanded parking lot
- Aggregate Subgrade Improvement, HMA Base Course and HMA Surface Course in expanded parking lot
- Pavement markings
- Concrete Pad at Oak Brook Golf Club driving range

- Grading and landscaping
- Other work as described within the plans and specifications

This project will work in conjunction with the Golf Course Driving Construction and Improvements Project that was previously approved by the Village Board. The work will commence upon execution of the contract and will be completed no later than May 30, 2025.

Schroeder Asphalt Services, Inc.	Chicagoland Paving Contractors, Inc.	Maneval Construction Co, Inc.	D'Land Construction LLC	Alliance Contractors Inc.	Landmark Contractors Inc.	Martam Construction, Inc.
\$311,738.70	\$325,000.00	\$345,180.00	\$364,689.20	\$421,503.25	\$430,081.50	\$548,594.70

Recommendation:

Staff recommends that the Village Board approve Resolution R-2294, a Resolution awarding a contract to the lowest responsible bidder who submitted the lowest responsive bid, Schroeder Asphalt Services, Huntley, Illinois, for the Sports Core Property Improvements Project bases on the unit prices in the attached bid tabulation, for an estimated total project price of \$311,738.70, pending final attorney review and approval.

Attachments:

1. 2025-PW-CNTRCT-SC-R-2294
2. SCHROEDER01
3. Sports Core Award Recommendation Letter_25-0327
4. Bid Summary
5. Bid Tabulation

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2025-PW-CNTRCT-SC-R-2294

A RESOLUTION
APPROVING THE AWARD CONTRACT FOR THE SPORTS
CORE PROPERTY CAPITAL IMPROVEMENTS PROJECT TO
SCHROEDER ASPHALT SERVICES, HUNTLEY, 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 8th day of April 2025

RESOLUTION NO. 2025-PW-CNTRCT-SC-R-2294

A RESOLUTION
APPROVING THE AWARD CONTRACT FOR THE SPORTS CORE PROPERTY CAPITAL
IMPROVEMENTS PROJECT TO SCHROEDER ASPHALT SERVICES, HUNTLEY, ILLINOIS

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

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

WHEREAS, a solicitation for bids for the 2025 Sports Core Property Improvements Project was posted on the Village website on March 17, 2025, whereby eight (8) vendors elected to download the bid documents;

WHEREAS, the scope of the Sports Core Property Capital Improvements Project includes re-grading of the parking lot area, the construction of an asphalt paved parking area with concrete curbs to accommodate 21 additional parking stalls and stormwater drainage (the "Project");

WHEREAS, Staff, with assistance from the Village's consulting engineer, reviewed the seven sealed bids that were received on or prior to the March 27, 2025 deadline, and recommends the Corporate Authorities award the contract to the lowest responsible bidder, Schroeder Asphalt Services (the "Company") who submitted the lowest responsive bid in the amount of \$311,738.70;

WHEREAS, Staff recommends the Corporate Authorities to approve the award of Contract for the Project to Company, subject to the terms and conditions of the Agreement, attached hereto and incorporated herein as Exhibit A;

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to authorize the foregoing actions.

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

Section One – Recitals

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

Section Two – Approval and Award

The Corporate Authorities hereby does approve and award the contract for the Project to Company subject to the terms and conditions of the Agreement, attached hereto and incorporated herein as Exhibit A.

Section Three – Authorization and Direction

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six - Acts of Village Officials

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

Section Seven – Effective Date

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

Section Eight - Publication

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

Section Nine – Conflict Clause

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

Section Ten – Saving Clause

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

Section Eleven – Recording

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

PASSED THIS 8th day of April 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 8th day of April 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Agreement

ADDENDUM #1
Village of Oak Brook
SPORTS CORE PROPERTY IMPROVEMENTS
Date: March 21, 2025
BIDS DUE Thursday, March 27, 2024 AT 10:00 AM (unchanged)

I acknowledge the receipt of Addendum #1 for the above referenced project:

Signed: Kelly Buell

Schroeder Asphalt
Name of Company

VILLAGE OF OAK BROOK

27th **CONTRACT FOR THE CONSTRUCTION OF**
SPORTS CORE PROPERTY IMPROVEMENTS

BIDDER'S PROPOSAL

Full Name of Bidder Schroeder Asphalt Services, Inc. ("Bidder")

Principal Office Address PO Box 831 Huntley, IL 60142

Local Office Address 11022 S. Grant Highway Marengo, IL 60152

Contact Person Brent Schroeder Telephone 815-923-4380

TO: Village of Oak Brook ("Owner")
1200 Oak Brook Road
Oak Brook, Illinois 60523
Attention: Tim O'Malley, Interim Public Works Director

Bidder acknowledges and agrees that all capitalized terms in this Bidder's Proposal shall have the meaning given to them in the Bidding Documents and the Contract.

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound Bid Package, including Addenda Nos. 1, [if none, write "NONE"], which are securely stapled to the end of this Bidder's Proposal.

1. **Work Proposal**

A. **Contract and Work.** If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract Agreement included in this Bid Package: (1) to provide, perform, and complete at the site or sites described in this Bid Package ("Work Site") and in the manner described and specified in this Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the design, if any, construction, and installation of the Sports Core Property Improvements, together with related attachments, equipment and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract included in this Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in this Bid Package; (4) to pay all

PROPOSAL

applicable federal, state, and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in this Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by this Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Article II of the General Conditions of Contract included in this Bid Package, take in full payment for the Work and all other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; compensation to all Subcontractors and Suppliers; and such risks and changes in the Work as Bidder or Contractor, as the case may be, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract Documents:

PROPOSAL

SCHEDULE OF PRICES

Code	Item	Unit	Quantity	Unit Price	Total
20101000	TEMPORARY FENCE	FOOT	320.0	6	1,920
20101200	TREE ROOT PRUNING	EACH	1.0	500	500
20200100	EARTH EXCAVATION	CU YD	590.0	52	30,680
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL (UNDERCUTS)	CU YD	95.0	45	4,275
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	15.0	5	75
21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	270.0	40	10,800
25200100	SODDING	SQ YD	2420.0	10.50	25,410
28000305	TEMPORARY DITCH CHECKS	FOOT	100.0	13	1,300
28000400	PERIMETER EROSION BARRIER	FOOT	715.0	3	2,145
28000500	INLET AND PIPE PROTECTION	EACH	1.0	200	200
30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	95.0	45	4,275
35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	90.0	7	630
35102000	AGGREGATE BASE COURSE, TYPE B 8"	SQ YD	865.0	14	12,110
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	200.0	.01	2
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	150.0	145	21,750
40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	100.0	175	17,500
42001300	PROTECTIVE COAT	SQ YD	75.0	2	150
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	200.0	11.50	2,300
44000100	PAVEMENT REMOVAL	SQ YD	175.0	13	2,275
44000300	CURB REMOVAL	FOOT	240.0	8	1,920
60600605	CONCRETE CURB, TYPE B	FOOT	405.0	31.50	12,757.50
67100100	MOBILIZATION	L SUM	1.0	3,000	3,000
72000100	SIGN PANEL - TYPE 1	SQ FT	14.0	40	560
72400500	REMOVE SIGN PANEL ASSEMBLY - TYPE A	EACH	5.0	100	500
72800100	TELESCOPING STEEL SIGN SUPPORT	FOOT	105.0	20	2,100

PROPOSAL

78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	18.6	2.75	51.15
78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	5973.0	.85	5,077.05
81028720	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1" DIA.	FOOT	400.0	17	6,800
81702120	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 8	FOOT	1200.0	1.25	1,500
83600200	LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	12.5	310	3,875
XX008195	EXPLORATION EXCAVATION (UTILITY)	FOOT	10.0	160	1,600
N/A	LIGHT POLE	EACH	1.0	13,500	13,500
N/A	SIGN LIGHTING, COMPLETE	L SUM	1.0	4,500	4,500
N/A	SHREDDED HARDWOOD BARK MULCH, 3"	SQ YD	32.0	10.50	336
N/A	ASPHALT SURFACE SEALCOAT	GAL	1790.0	15.50	27,745
N/A	PORTLAND CEMENT CONCRETE DRIVING RANGE PAD, COMPLETE	L SUM	1.0	56,000	56,000
N/A	REMOVE AND REINSTALL SPLIT 2-RAIL CEDAR FENCE	FOOT	132.0	60	7,920
N/A	REMOVE AND REINSTALL BRICK PAVERS	SQ FT	30.0	20	600
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1.0	4,000	4,000
N/A	CONSTRUCTION LAYOUT	L SUM	1.0	4,100	4,100
N/A	ITEMS AS ORDERED BY ENGINEER	ALLOW	15000.0	\$1.00	\$15,000.00
Bidder's Total Proposal =					311,738.20

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

- [1. **The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Engineer's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;**]

PROPOSAL

Work that Bidder or Contractor, as the case may be, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price;

3. Bidder or Contractor, as the case may be, shall be compensated only in accordance with the Contract and shall not be entitled to equitable adjustments in the Contract Price as a result of any claims by Subcontractors or Suppliers arising only under their Subcontracts and not provided for in the Contract;
4. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
5. 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 are included in this Schedule of Prices; and
6. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to ***[dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to]*** claim any additional compensation by reason of such risks, changes, and Subcontractor or Supplier claims, or payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

PROPOSAL

3. Contract Time Proposal

If this Bidder's Proposal is accepted, Bidder will commence the Work immediately upon execution by Owner of the Contract Agreement ("Commencement Date") and will perform the Work diligently and continuously and will complete the Work, by no later than May 30, 2025 ("Completion Date").

4. Firm Proposal

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 90 Days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 12 and 16 of the General Instructions to Bidders.

5. Bidder Representations

A. No Collusion. Bidder warrants and represents that the only Persons interested in this Bidder's Proposal as principals are those named in the Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other Person.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the Most Favorable Bidders, Bidder hereby agrees to furnish upon request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. Surety and Insurance

Bidder herewith tenders surety and insurance commitment letters as specified in Section 7 of the Invitation for Bidder's Proposals included in this Bid Package.

7. Bid Security

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond as specified in Section 7 of the Invitation for Bidder's Proposals included in this Bid Package

PROPOSAL

for the sum of 10% of Total Base Bid dollars (\$), which is equal to ten (10%) percent of Bidder's Price Proposal ("Bid Security").

8. Owner's Remedies

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract Agreement, the Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or to exercise any and all equitable remedies it may have against Bidder.

9. Owner's Rights

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 16 of the General Instructions to Bidders and Section 1 of the Special Instructions to Bidders included in this Bid Package.

10. Bidder's Obligations

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bidding Documents and the Contract, which are by this reference incorporated herein and made a part hereof.

DATED this 27th day of March, 2025.

Attest/Witness

By:

Ronald Schroeder

Title: Ronald Schroeder, President

Schroeder Asphalt Services, Inc.

Bidder

By:

Rachael McDow

Title: Rachael McDow, Secretary



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,
FOR SIGNATURE REQUIREMENTS**

PROPOSAL

ADDENDA TO BID PACKAGE

Each Bidder shall securely staple to this page any and all Addenda issued prior to the opening of Bidder's Proposals. Each Bidder shall also list all such Addenda in the place provided therefor in the Bidder's Proposal form.

If Bidder received no Addenda, Bidder shall so indicate by placing an "X" in the box below:

☐

No Addenda Received

VILLAGE OF OAK BROOK
CONTRACT FOR THE CONSTRUCTION OF
SPORTS CORE PROPERTY IMPROVEMENTS

BIDDER'S SWORN ACKNOWLEDGMENT

Ronald Schroeder ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgment are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of Illinois, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Schroeder Asphalt Services, Inc.

Pursuant to a Resolution of the corporation's Board of Directors taken on May 8, 1997, Ronald Schroeder, who is the President of the corporation, is authorized to sign this Bidder's Proposal, the Contract and all documents related thereto.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>Ronald Schroeder</u>	<u>PO Box 831 Huntley, IL 60142</u>
Vice President	<u>Jennifer Graves</u>	<u>PO Box 831 Huntley, IL 60142</u>
Secretary	<u>Rachael McDow</u>	<u>PO Box 831 Huntley, IL 60142</u>
Treasurer	<u>Ronald Schroeder</u>	<u>PO Box 831 Huntley, IL 60142</u>

The stockholders of the corporation who own 10 percent or more of its stock of any class are as follows:

ACKNOWLEDGMENT

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE OWNERSHIP</u>
Ronald Schroeder	PO Box 831 Huntley, IL 60142	100%

2. Partnership

Bidder is a partnership that is organized, existing and registered under the laws of the State of Illinois pursuant to that certain Partnership Agreement dated as of _____, that is qualified to do business in the State of _____, and that is operating under the legal name of _____.

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE OWNERSHIP</u>

Pursuant to a power of attorney executed by all of the General Partners on _____, a certified copy of which is hereto attached, _____ is the attorney-in-fact for the partnership and is authorized to sign this Bidder's Proposal, the Contract and all documents related thereto for the partnership. **[Strike out this paragraph if not applicable]**

3. Individual

Bidder is an individual whose full name is _____, whose residence address is _____ and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows: _____

ACKNOWLEDGMENT

Pursuant to a power of attorney executed by Bidder on _____, a certified copy of which is hereto attached, _____ is the attorney-in-fact for Bidder and is authorized to sign this Bidder's Proposal, the Contract and all documents related thereto for Bidder. **[Strike out this paragraph if not applicable]**

4. Joint Venture

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of _____, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE OWNERSHIP</u>
_____()	_____	_____
_____()	_____	_____
_____()	_____	_____
_____()	_____	_____
_____()	_____	_____

[For each signatory indicate the type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

Pursuant to a power of attorney executed by all signatories to the aforesaid Joint Venture Agreement on _____, a certified copy of which is hereto attached, _____ is the attorney-in-fact for Bidder and is authorized to sign this Bidder's Proposal, the Contract and all documents related thereto for Bidder. **[Strike out this paragraph if not applicable]**

ACKNOWLEDGMENT

DATED this 27 day of March, 2025.

Attest/Witness

Schroeder Asphalt Services, Inc.

Bidder

By: *Ronald Schroeder*

By: *Rachael McDow*

Title: Ronald Schroeder, President

Title: Rachael McDow, Secretary



Subscribed and Sworn to

My

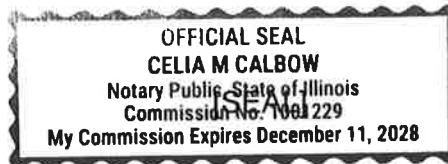
Commission

Expires:

before me this 27 day
of March, 2025.

12/11/2028

Celia M Calbow
Notary Public



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,
FOR SIGNATURE REQUIREMENTS**

VILLAGE OF OAK BROOK
CONTRACT FOR THE CONSTRUCTION OF
SPORTS CORE PROPERTY IMPROVEMENTS

BIDDER'S SWORN WORK HISTORY STATEMENT

Ronald Schroeder ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE SWORN WORK
HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. Nature of Business

State the nature of Bidder's business: _____
Asphalt Paving, Aggregate Base, Excavation

2. Composition of Work

During the past three years, Bidder's work has consisted of:

<u>20</u> % Federal	<u>80</u> % As Contractor	<u>80</u> % Bidder's Forces
<u>70</u> % Other Public	<u>20</u> % As Subcontractor	<u>20</u> % Subcontractors
<u>10</u> % Private		<u>0</u> % Materials

3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 28 years

WORK HISTORY STATEMENT

4. Predecessor Organizations

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
N/A		

5. Business Licenses

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
ALL LOCAL MUNICIPALITIES			

6. Related Experience

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	PLEASE SEE ATTACHED		
Owner Address			
Reference			
Telephone Number			
Type of Work			

WORK HISTORY STATEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor	_____	_____	_____
(If Bidder was)	_____	_____	_____
(Subcontractor)	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
Amount of Contract	_____	_____	_____
Date Commenced	_____	_____	_____
Date Completed	_____	_____	_____

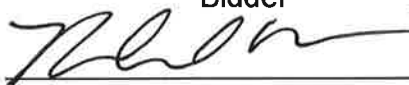
DATED this 27 day of March, 2025.

Attest/Witness

Schroeder Asphalt Services, Inc.

Bidder

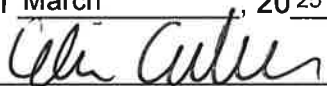
By: 

By: 

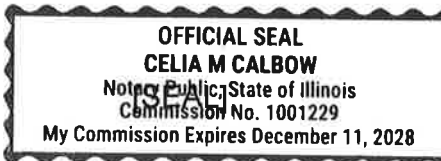
Title: Ronald Schroeder, President

Title: Rachael McDow, Secretary

Subscribed and Sworn to
before me this 27th day
of March, 2025.


Notary Public

My Commission Expires: 12/11/2028



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,
FOR SIGNATURE REQUIREMENTS**

SCHROEDER

ASPHALT SERVICES, INC.

PO. BOX 831
HUNTLEY, IL 60142

PHONE: (815) 923-4380
FAX: (815) 923-4389

JOB REFERENCES

- Company: Village of Arlington Heights
33 S. Arlington Heights Rd.
Arlington Heights, IL 60005
- Project(s): 2013, 2014, 2015, 2016, 2018, 2019 HMA Restoration
- Amount(s): 2013 - \$83,000.00 (6/10 - 6/23/13) / 2014 - \$325,000.00 (6/10 - 11/16/14) /
2015 - \$265,008.12 (4/13 - 11/15/15) / 2016 - \$549,966.13 /
2017 - \$508,261.80 / 2018 - \$90,043.93 / 2018 - \$547,000 / 2019 - \$480,000 /
2020 - 523,770.34 / 2021- \$507,286.72 / 2022-\$473,954.25
2024 Patching Program - \$202,106.39 (5/6/24 - 10/20/24)
- Engineer: Village of Arlington Heights
Patrick Smith (Engineer Inspector) - 847/368-5250
psmith@vah.com
-
- Company: Village of Streamwood
301 E. Irving Park Road
Streamwood, IL 60107
- Project(s): 2024 MFT Resurfacing
- Amount(s): 2013, 2014 - 2015 - 2016 - 2019 - 2021 Roadway Maintenance Program
2018 - \$748,007.85 (5/21 - 9/30/18) 2019 - \$727,867.01(6/3 - 10/20/19) /
2020 - \$1,750,466.85 (5/18 - 10/18/2020) / 2021 - \$673,473.20
2022 - \$1,457,627.15
2024 - \$835,518.15
- Engineer: Village of Streamwood
Matt Mann, Director of Engineering & Public Works - 630-736-3850
Mmann@streamwood.org
-
- Company: Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169
- Project(s): 2022 - 2022 Street Revitalization Program
2023 - 2023 Street Revitalization Program
- Amount(s): 2022 - \$6,300,000
2023 - \$6,319,081.97
- Engineer: Village of Hoffman Estates
Andy LoBosco, P.E. - Senior Project Manager - 847-815-8590
Andy.LoBosco@Hoffmanestates.org
-
- Company: Village of Gilberts
87 Galligan Road
Gilberts, IL 60136
- Project: Timber Trail Subdivision & 2024 Roadway Program
- Amount(s): 2022 - \$2,753,931
2024 - \$625,425.70
- Engineer: Robinson Engineering

John Hannigan – Project Engineer – 708-331-6700
Jhannigan@reitd.com

Company: Village of Palatine
200 E. Wood St.
Palatine, IL 60067
Project(s): 2023 – Crescent Avenue and Ellis Street Improvements
Amount(s): 2020 – 2020 MFT Street Rehabilitation \$726,101.57
2020 – Wood Street & Greeley Street Resurfacing \$365,793.63
2022 - \$1,323,631.04
2023 - \$1,736,918.76
Engineer: Village of Palatine
Matt Grenning / Engineer - 847/359-9044
Mgrenning@palatine.il.us

Company: Village of Huntley
10987 Main Street
Huntley, IL 60142
Project: 2022 Various Streets
2022 – Cornell Development
Amount(s): 2022 - \$483,914.50 Woodstock Street / 2022 - \$2,074,787.65 Cornell Development
Engineer: Christopher B. Burke
Greg Sanders – 847-417-0059
gsanders@cbbel.com

Company: Village of Burr Ridge
7660 County Line Road
Burr Ridge, IL 60527
Project: 2022 MFT Road Program, 2023 Road Program
Amount(s): 2022 - \$685,479.60
2023 - \$873,337.55
2024 Rd Program - \$669,660.45
Engineer: James Miedema, P.E. 630/323-4733 X6010
Village of Burr Ridge
jmiedema@burr-ridge.gov

Company: Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188
Projects: 2018 Flexible Pavement Project
2020 Flexible Pavement Project
Amounts: \$1,921,872.65 (2018) / \$3,174,446.05 (2020) 2022- \$565,980.50
Engineer: Village of Carol Stream
Adam Frederick 630/868-2263
afrederick@carolstream.org

Company: Village of Lake in The Hills
600 Harvest Gate
Lake In the Hills, IL 60156
Projects: 2022 – Industrial Drive Roadway Resurfacing & Drainage Improvements
Amounts: \$1,258,346
Engineer: Chastain Engineers
Steve Frerichs, Project Engineer – 847-287-6732
Sfrerichs@chastainengineers.com

Company: Village of Lombard
1051 S. Hammerschmidt Aven
Lombard, IL 60148
Projects: 2019 Asphalt Paving & Patching Program
Amounts: \$1,415,003.61
Engineer: Village of Lombard
Tom Dixon (Civil Engineering Technician) 630/620-5971
dixont@villgeoflombard.org

Company: Village of Roselle
474 Congress Circle North
Roselle, IL 60172
Projects: 2021 Street Improvements/ 2023 Street Improvements
Amounts: 2021 - \$674,430.00
2023 - \$1,228,405.07
Engineer: Village of Roselle
Karen Young, Director of Public Works 630/671-2365
kayoung@rosell.il.us

Company: Village of River Forest
400 Park Avenue,
River Forest, IL 60305
Projects: 2024 REBUILD Illinois Street Improv. Proj. - \$832,475.00 (5/13/24 – 8/3/24)
2024 Street Patching Program - \$94,885.15 (10/7/24 – 10/13/24)
2024 Street Improvement Project - \$612,486.30 (5/5/24 – 10/29/24)
Engineer: Village of River Forest
Bill Koclanis – Civil Engineering Technician – 708-714-3550
bkoclanis@vrf.us

Company: City of Waukegan
1700 N. McAree Road,
Waukegan, IL 60085
Projects: FY2024 LSLR Road Program - \$4,480,318.88 (3/18/24 – 8/11/24)
Engineer: City of Waukegan
Chris Garland – Director of Public Works – 847-360-0944
chris.garland@waukeganil.gov

Company: Village of Grayslake
10 South Seymour Avenue,
Grayslake, Illinois 60030
Projects: 2025 Road Program - \$1,412,000.73 (
Engineer: City of Waukegan
Chris Garland – Director of Public Works – 847-360-0944
chris.garland@waukeganil.gov

VILLAGE OF OAK BROOK
CONTRACT FOR THE CONSTRUCTION OF
SPORTS CORE PROPERTY IMPROVEMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

Schroeder Asphalt Services, Inc.

(Here insert full name and address of Bidder)

as Principal, hereinafter called Bidder, and

Hudson Insurance Company

(Here insert full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of Delaware, hereinafter called Surety, are held and firmly bound unto the Village of Oak Brook, **1200, Oak Brook Road, Oak Brook, Illinois 60523**, as Obligee, hereinafter called Owner, in the full and just sum of Ten Percent of Amount Bid Dollars (\$ 10%), for the payment of which sum of money well and truly to be made, Bidder and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Bidder has submitted a Bidder's Proposal dated , 20 , to Owner entitled "Contract for the Construction of **SPORTS CORE PROPERTY IMPROVEMENTS** Bidder's Proposal" (the "Proposal"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Bidder shall timely submit all additional information that is required of it and, if the Proposal shall be accepted by Owner, Bidder shall (1) timely submit all the Bonds and all the certificates of insurance required of it, (2) timely execute the Contract Agreement and the Contractor's Certification, in the form included in the bound Bid Package, and all other required documentation related to the Contract, and (3) in all other respects, perform the agreement created by Owner's acceptance of the Proposal, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that the obligations of Surety under this bond shall be in no way impaired or affected by any extension of the time within which Owner may accept the Proposal, and Surety does hereby waive notice of any such extension.

BID BOND

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Bidder in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 27th day of March, 2025.

Attest/Witness:

By: [Signature]

Title: Rachael McDow, Corp. Secretary

Attest/Witness:

By: [Signature]

Title: Lisa Marotta, Witness

PRINCIPAL Schroeder Asphalt Services, Inc.

By: [Signature]

Title: Ronald Schroeder, President

SURETY Hudson Insurance Company

By: [Signature]

Title: James I. Moore, Attorney-In-Fact

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,
FOR SIGNATURE REQUIREMENTS**

STATE OF ILLINOIS

COUNTY OF DUPAGE

On March 27th, 2025, before me, Lisa Marotta, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore known to me to be Attorney-in-Fact of Hudson Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, February 7, 2026

Commission No. 946275



Lisa Marotta, Notary Public





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Stephen T. Kazmer, James I. Moore, Tariese M. Pisciotto, Dawn L. Morgan, Jennifer J. McComb
of the State of Illinois

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Twenty Five Million Dollars (\$25,000,000.00)**.

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 15th day of November, 20 24 at New York, New York.



(Corporate seal)

Attest Dina Daskalakis
Dina Daskalakis No. 01MU6067553
Corporate Secretary

HUDSON INSURANCE COMPANY

By Andrew A. Dickson
Andrew A. Dickson
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 15th day of November, 20 24 before me personally came Andrew A. Dickson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



Ann M. Murphy
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, 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."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 27th day of March, 20 25.

(Corporate seal)



By Dina Daskalakis
Dina Daskalakis, Corporate Secretary



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

March 27, 2025

Village of Oak Brook
1200 Oak Brook Road
Oak Brook, Illinois 60523

Attention: Timothy O'Malley, Public Works Director

Subject: Sports Core Property Improvements

Dear Mr. O'Malley:

Christopher B. Burke Engineering, Ltd. (CBBEL) has reviewed the seven (7) bids that were opened and read publicly at 10:00 a.m. on Thursday, March 27, 2025, at the Village Hall (bid tabulation attached). The apparent low bidder was Schroeder Asphalt Services, Inc. with a total as-read bid amount of \$311,738.70.

CBBEL has reviewed the proposal documents and verified that Schroeder Asphalt Services, Inc. is indeed the lowest responsible bidder. CBBEL recommends award of the Sports Core Property Improvements to:

Schroeder Asphalt Services, Inc.
P.O. Box 831
Huntley, IL 60142

If you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dan Schroeder', is written over a light blue horizontal line.

Dan Schroeder, PE
Senior Project Manager

Sports Core Property Improvements

BID SUMMARY

Village of Oak Brook
CBBEL Project No. 240677

Bids Opened March 27, 2025

CONTRACTOR	BID	AS READ
ENGINEER'S ESTIMATE	\$ 386,233.30	
Schroeder Asphalt Services, Inc.	\$ 311,738.70	\$ 311,738.70
Chicagoland Paving Contractors Inc.	\$ 325,000.00	\$ 325,000.00
Maneval Construction Co, Inc.	\$ 350,655.00	\$ 345,180.00
D'Land Construction LLC	\$ 364,689.20	\$ 364,689.20
Alliance Contractors Inc.	\$ 421,503.25	\$ 421,503.25
Landmark Contractors Inc.	\$ 430,081.50	\$ 430,081.50
Martam Construction, Inc.	\$ 548,594.70	\$ 548,594.70

Bids Opened March 27, 2025

						ENGINEER'S ESTIMATE		Schroeder Asphalt Services, Inc.		Chicagoland Paving Contractors Inc.		Maneval Construction Co, Inc.		D'Land Construction LLC		Landmark Contractors Inc.		Alliance Contractors Inc.		Martam Construction, Inc.	
ITEM NO	SP	PAY CODE	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1		20101000	TEMPORARY FENCE	FOOT	320	\$ 8.00	\$ 2,560.00	\$ 6.00	\$ 1,920.00	\$ 2.00	\$ 640.00	\$ 6.00	\$ 1,920.00	\$ 6.75	\$ 2,160.00	\$ 6.00	\$ 1,920.00	\$ 6.00	\$ 1,920.00	\$ 7.00	\$ 2,240.00
2		20101200	TREE ROOT PRUNING	EACH	1	\$ 200.00	\$ 200.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 535.00	\$ 535.00	\$ 560.00	\$ 560.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 220.00	\$ 220.00
3		20200100	EARTH EXCAVATION	CU YD	590	\$ 69.00	\$ 40,710.00	\$ 52.00	\$ 30,680.00	\$ 45.00	\$ 26,550.00	\$ 40.00	\$ 23,600.00	\$ 38.00	\$ 22,420.00	\$ 90.85	\$ 53,601.50	\$ 10.00	\$ 5,900.00	\$ 71.00	\$ 41,890.00
4		20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL (UNDERCUTS	CU YD	95	\$ 50.00	\$ 4,750.00	\$ 45.00	\$ 4,275.00	\$ 20.00	\$ 1,900.00	\$ 44.00	\$ 4,180.00	\$ 55.00	\$ 5,225.00	\$ 69.00	\$ 6,555.00	\$ 20.00	\$ 1,900.00	\$ 71.00	\$ 6,745.00
5		21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	15	\$ 2.00	\$ 30.00	\$ 5.00	\$ 75.00	\$ 1.00	\$ 15.00	\$ 1.00	\$ 15.00	\$ 4.00	\$ 60.00	\$ 21.00	\$ 315.00	\$ 1.00	\$ 15.00	\$ 10.00	\$ 150.00
6		21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	270	\$ 35.00	\$ 9,450.00	\$ 40.00	\$ 10,800.00	\$ 40.00	\$ 10,800.00	\$ 39.00	\$ 10,530.00	\$ 30.00	\$ 8,100.00	\$ 102.35	\$ 27,634.50	\$ 1.00	\$ 270.00	\$ 46.00	\$ 12,420.00
7		25200100	SODDING	SQ YD	2420	\$ 16.00	\$ 38,720.00	\$ 10.50	\$ 25,410.00	\$ 15.00	\$ 36,300.00	\$ 17.50	\$ 42,350.00	\$ 18.50	\$ 44,770.00	\$ 16.50	\$ 39,930.00	\$ 16.50	\$ 39,930.00	\$ 19.00	\$ 45,980.00
8		28000305	TEMPORARY DITCH CHECKS	FOOT	100	\$ 10.00	\$ 1,000.00	\$ 13.00	\$ 1,300.00	\$ 15.00	\$ 1,500.00	\$ 15.00	\$ 1,500.00	\$ 16.00	\$ 1,600.00	\$ 14.00	\$ 1,400.00	\$ 14.00	\$ 1,400.00	\$ 20.00	\$ 2,000.00
9		28000400	PERIMETER EROSION BARRIER	FOOT	715	\$ 5.00	\$ 3,575.00	\$ 3.00	\$ 2,145.00	\$ 2.85	\$ 2,037.75	\$ 4.00	\$ 2,860.00	\$ 4.00	\$ 2,860.00	\$ 3.50	\$ 2,502.50	\$ 3.50	\$ 2,502.50	\$ 7.00	\$ 5,005.00
10		28000500	INLET AND PIPE PROTECTION	EACH	1	\$ 400.00	\$ 400.00	\$ 200.00	\$ 200.00	\$ 250.00	\$ 250.00	\$ 385.00	\$ 385.00	\$ 200.00	\$ 200.00	\$ 375.00	\$ 375.00	\$ 25.00	\$ 25.00	\$ 260.00	\$ 260.00
11		30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	95	\$ 30.00	\$ 2,850.00	\$ 45.00	\$ 4,275.00	\$ 20.00	\$ 1,900.00	\$ 42.00	\$ 3,990.00	\$ 95.00	\$ 9,025.00	\$ 119.45	\$ 11,347.75	\$ 65.00	\$ 6,175.00	\$ 155.00	\$ 14,725.00
12		35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	90	\$ 10.00	\$ 900.00	\$ 7.00	\$ 630.00	\$ 6.50	\$ 585.00	\$ 5.00	\$ 450.00	\$ 12.00	\$ 1,080.00	\$ 19.25	\$ 1,732.50	\$ 8.00	\$ 720.00	\$ 20.00	\$ 1,800.00
13		35102000	AGGREGATE BASE COURSE, TYPE B 8"	SQ YD	865	\$ 15.00	\$ 12,975.00	\$ 14.00	\$ 12,110.00	\$ 15.00	\$ 12,975.00	\$ 13.00	\$ 11,245.00	\$ 22.00	\$ 19,030.00	\$ 18.00	\$ 15,570.00	\$ 16.00	\$ 13,840.00	\$ 22.00	\$ 19,030.00
14		40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	200	\$ 1.00	\$ 200.00	\$ 0.01	\$ 2.00	\$ 0.01	\$ 2.00	\$ 0.10	\$ 20.00	\$ 3.23	\$ 646.00	\$ 2.90	\$ 580.00	\$ 0.01	\$ 2.00	\$ 3.00	\$ 600.00
15		40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	150	\$ 140.00	\$ 21,000.00	\$ 145.00	\$ 21,750.00	\$ 100.00	\$ 15,000.00	\$ 132.00	\$ 19,800.00	\$ 142.25	\$ 21,337.50	\$ 127.00	\$ 19,050.00	\$ 140.00	\$ 21,000.00	\$ 165.00	\$ 24,750.00
16		40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	100	\$ 200.00	\$ 20,000.00	\$ 175.00	\$ 17,500.00	\$ 140.00	\$ 14,000.00	\$ 170.00	\$ 17,000.00	\$ 151.00	\$ 15,100.00	\$ 135.00	\$ 13,500.00	\$ 146.00	\$ 14,600.00	\$ 175.00	\$ 17,500.00
17		42001300	PROTECTIVE COAT	SQ YD	75	\$ 10.00	\$ 750.00	\$ 2.00	\$ 150.00	\$ 1.05	\$ 78.75	\$ 8.00	\$ 600.00	\$ 1.00	\$ 75.00	\$ 3.50	\$ 262.50	\$ 0.01	\$ 0.75	\$ 1.00	\$ 75.00
18		42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	200	\$ 10.00	\$ 2,000.00	\$ 11.50	\$ 2,300.00	\$ 21.00	\$ 4,200.00	\$ 10.00	\$ 2,000.00	\$ 15.00	\$ 3,000.00	\$ 11.60	\$ 2,320.00	\$ 21.25	\$ 4,250.00	\$ 26.00	\$ 5,200.00
19		44000100	PAVEMENT REMOVAL	SQ YD	175	\$ 12.00	\$ 2,100.00	\$ 13.00	\$ 2,275.00	\$ 10.00	\$ 1,750.00	\$ 19.00	\$ 3,325.00	\$ 18.00	\$ 3,150.00	\$ 15.65	\$ 2,738.75	\$ 20.00	\$ 3,500.00	\$ 44.00	\$ 7,700.00
20		44000300	CURB REMOVAL	FOOT	240	\$ 10.00	\$ 2,400.00	\$ 8.00	\$ 1,920.00	\$ 5.00	\$ 1,200.00	\$ 8.00	\$ 1,920.00	\$ 10.00	\$ 2,400.00	\$ 8.70	\$ 2,088.00	\$ 15.00	\$ 3,600.00	\$ 23.00	\$ 5,520.00
21		60600605	CONCRETE CURB, TYPE B	FOOT	405	\$ 50.00	\$ 20,250.00	\$ 31.50	\$ 12,757.50	\$ 36.50	\$ 14,782.50	\$ 40.00	\$ 16,200.00	\$ 40.00	\$ 16,200.00	\$ 60.00	\$ 24,300.00	\$ 35.95	\$ 14,559.75	\$ 49.00	\$ 19,845.00
22		67100100	MOBILIZATION	L SUM	1	\$ 20,000.00	\$ 20,000.00	\$ 3,000.00	\$ 3,000.00	\$ 11,420.00	\$ 11,420.00	\$ 19,558.40	\$ 19,558.40	\$ 21,000.00	\$ 21,000.00	\$ 35,000.00	\$ 35,000.00	\$ 98,000.00	\$ 98,000.00	\$ 28,000.00	\$ 28,000.00
23		72000100	SIGN PANEL - TYPE 1	SQ FT	14	\$ 40.00	\$ 560.00	\$ 40.00	\$ 560.00	\$ 25.00	\$ 350.00	\$ 65.00	\$ 910.00	\$ 55.00	\$ 770.00	\$ 18.00	\$ 252.00	\$ 40.00	\$ 560.00	\$ 45.00	\$ 630.00
24		72400500	REMOVE SIGN PANEL ASSEMBLY - TYPE A	EACH	5	\$ 100.00	\$ 500.00	\$ 100.00	\$ 500.00	\$ 50.00	\$ 250.00	\$ 107.00	\$ 535.00	\$ 250.00	\$ 1,250.00	\$ 350.90	\$ 1,754.50	\$ 250.00	\$ 1,250.00	\$ 200.00	\$ 1,000.00
25		72800100	TELESCOPING STEEL SIGN SUPPORT	FOOT	105	\$ 12.00	\$ 1,260.00	\$ 20.00	\$ 2,100.00	\$ 20.00	\$ 2,100.00	\$ 18.00	\$ 1,890.00	\$ 35.00	\$ 3,675.00	\$ 25.60	\$ 2,688.00	\$ 25.00	\$ 2,625.00	\$ 26.00	\$ 2,730.00
26		78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	18.6	\$ 8.00	\$ 148.80	\$ 2.75	\$ 51.15	\$ 10.00	\$ 186.00	\$ 41.00	\$ 762.60	\$ 9.00	\$ 167.40	\$ 8.00	\$ 148.80	\$ 6.75	\$ 125.55	\$ 20.00	\$ 372.00
27		78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	5973	\$ 1.50	\$ 8,959.50	\$ 0.85	\$ 5,077.05	\$ 0.50	\$ 2,986.50	\$ 1.00	\$ 5,973.00	\$ 0.60	\$ 3,583.80	\$ 0.40	\$ 2,389.20	\$ 0.90	\$ 5,375.70	\$ 0.90	\$ 5,375.70
28		81028720	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1" D	FOOT	400	\$ 13.00	\$ 5,200.00	\$ 17.00	\$ 6,800.00	\$ 25.50	\$ 10,200.00	\$ 17.00	\$ 6,800.00	\$ 18.00	\$ 7,200.00	\$ 16.00	\$ 6,400.00	\$ 16.00	\$ 6,400.00	\$ 20.00	\$ 8,000.00
29		81702120	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 8	FOOT	1200	\$ 2.00	\$ 2,400.00	\$ 1.25	\$ 1,500.00	\$ 3.50	\$ 4,200.00	\$ 1.50	\$ 1,800.00	\$ 1.34	\$ 1,608.00	\$ 1.20	\$ 1,440.00	\$ 1.20	\$ 1,440.00	\$ 1.40	\$ 1,680.00
30		83600200	LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	12.5	\$ 250.00	\$ 3,125.00	\$ 310.00	\$ 3,875.00	\$ 205.00	\$ 2,562.50	\$ 310.00	\$ 3,875.00	\$ 325.00	\$ 4,062.50	\$ 290.00	\$ 3,625.00	\$ 290.00	\$ 3,625.00	\$ 360.00	\$ 4,500.00
31	#	*XX008195	EXPLORATION EXCAVATION (UTILITY)	FOOT	10	\$ 100.00	\$ 1,000.00	\$ 160.00	\$ 1,600.00	\$ 50.00	\$ 500.00	\$ 160.00	\$ 1,600.00	\$ 100.00	\$ 1,000.00	\$ 150.00	\$ 1,500.00	\$ 150.00	\$ 1,500.00	\$ 116.00	\$ 1,160.00
32	#	N/A	LIGHT POLE	EACH	1	\$ 12,000.00	\$ 12,000.00	\$ 13,500.00	\$ 13,500.00	\$ 14,525.00	\$ 14,525.00	\$ 13,696.00	\$ 13,696.00	\$ 14,336.00	\$ 14,336.00	\$ 12,800.00	\$ 12,800.00	\$ 12,800.00	\$ 12,800.00	\$ 15,650.00	\$ 15,650.00
33	#	N/A	SIGN LIGHTING, COMPLETE	L SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 4,500.00	\$ 4,500.00	\$ 5,725.00	\$ 5,725.00	\$ 4,494.00	\$ 4,494.00	\$ 4,704.00	\$ 4,704.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 5,350.00	\$ 5,350.00
34	#	N/A	SHREDDED HARDWOOD BARK MULCH, 3"	SQ YD	32	\$ 10.00	\$ 320.00	\$ 10.50	\$ 336.00	\$ 25.00	\$ 800.00	\$ 13.00	\$ 416.00	\$ 22.00	\$ 704.00	\$ 12.00	\$ 384.00	\$ 12.00	\$ 384.00	\$ 26.00	\$ 832.00
35	#	N/A	ASPHALT SURFACE SEALCOAT	GAL	1790	\$ 12.00	\$ 21,480.00	\$ 15.50	\$ 27,745.00	\$ 10.50	\$ 18,795.00	\$ 16.00	\$ 28,640.00	\$ 19.00	\$ 34,010.00	\$ 7.10	\$ 12,709.00	\$ 16.00	\$ 28,640.00	\$ 18.00	\$ 32,220.00
36	#	N/A	PORTLAND CEMENT CONCRETE DRIVING RANGE PAD, COMPLETE	L SUM	1	\$ 85,000.00	\$ 85,000.00	\$ 56,000.00	\$ 56,000.00	\$ 76,000.00	\$ 76,000.00	\$ 59,706.00	\$ 59,706.00	\$ 40,000.00	\$ 40,000.00	\$ 82,000.00	\$ 82,000.00	\$ 85,600.00	\$ 85,600.00	\$ 145,790.00	\$ 145,790.00
37	#	N/A	REMOVE AND REINSTALL SPLIT 2-RAIL CEDAR FENCE	FOOT	132	\$ 15.00	\$ 1,980.00	\$ 60.00	\$ 7,920.00	\$ 62.00	\$ 8,184.00	\$ 52.00	\$ 6,864.00	\$ 55.00	\$ 7,260.00	\$ 49.00	\$ 6,468.00	\$ 49.00	\$ 6,468.00	\$ 100.00	\$ 13,200.00
38	#	N/A	REMOVE AND REINSTALL BRICK PAVERS	SQ FT	30	\$ 16.00	\$ 480.00	\$ 20.00	\$ 600.00	\$ 25.00	\$ 750.00	\$ 107.00	\$ 3,210.00	\$ 112.00	\$ 3,360.00	\$ 100.00	\$ 3,000.00	\$ 100.00	\$ 3,000.00	\$ 65.00	\$ 1,950.00
39	#	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 17,000.00	\$ 17,000.00	\$ 6,200.00	\$ 6,200.00	\$ 4,000.00	\$ 4,000.00	\$ 25,000.00	\$ 25,000.00
40	#	N/A	CONSTRUCTION LAYOUT	L SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 4,100.00	\$ 4,100.00	\$ 1,500.00	\$ 1,500.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,900.00	\$ 3,900.00	\$ 3,900.00	\$ 3,900.00	\$ 6,500.00	\$ 6,500.00
41	#	N/A	ITEMS AS ORDERED BY ENGINEER	ALLOW	15000	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00
						TOTAL =	\$ 386,233.30	\$	311,738.70	\$	325,000.00		\$ 350,655.00	\$	364,689.20	\$	430,081.50	\$	421,503.25	\$	548,594.70
						As Read (If Different)							\$ 345,180.00								



ITEM 8.A.7.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
April 8, 2025

SUBJECT: IGA DuPage County Member Initiative Program Grant For Storm Water Improvements

FROM: Greg Summers, Village Manager

BUDGET SOURCE/BUDGET IMPACT: This grant will offset \$20,000 of spending from the Village's Sports Core Fund

RECOMMENDED MOTION: I move to approve Resolution R-2295, A Resolution Approving an Intergovernmental Agreement Between the County of DuPage, Illinois and the Village of Oak Brook for Storm Water System Improvements

Background/History:

For FY 2025, DuPage County made available grant funding for individual member initiative projects. Eligible projects include affordable housing, mental health programs, and storm water improvements. Among the Village's planned Sports Core improvements for 2025 is a detention basin expansion that is currently being designed by Christopher Burke Engineering for construction this summer.

The Village initially proposed \$100,000 from Village local funds and \$50,000 from the County project funds for the construction phase of the project. After some discussions with DuPage County Board Member Andrew Honig, it was apparent that the County was unable to fund the Village's project at this level, but was open to funding it with \$20,000 of available member initiative program funding. Therefore, the application, IGA, and resolution were adjusted accordingly. The funds are available for distribution as a reimbursement upon completion of the work by November 30, 2025.

DuPage County plans to adopt the same IGA at their April 22, 2025 Board Meeting.

Recommendation:

Staff recommends approval of Resolution R-2295, A Resolution Approving an Intergovernmental Agreement Between the County of DuPage, Illinois and the Village of Oak Brook for Storm Water System Improvements

Attachments:

1. 2025-IGA-STRM-WTR-IMPRV-R-2295
2. INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE AND OAK BROOK (redline)(revisions CPM 3 31 25)
3. Exhibits A and B

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2025-IGA-STRM-WTR-IMPRV-R-2295

A RESOLUTION
APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND VILLAGE OF OAK BROOK FOR STORM WATER SYSTEM
IMPROVEMENTS

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 8th day of April 2025

RESOLUTION NO. 2025-IGA-STRM-WTR-IMPRV-R-2295

A RESOLUTION
APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF DUPAGE, ILLINOIS AND VILLAGE OF OAK BROOK FOR STORM WATER
SYSTEM IMPROVEMENTS

WHEREAS, the Village of Oak Brook (hereinafter the "Village") is a municipal corporation with authority granted pursuant to the Illinois Constitution of 1970, to exercise certain powers and perform certain functions pertaining to its local government and affairs;

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance;

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, provides that any power or powers, privileges or authority, exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government;

WHEREAS, the Village of Oak Brook and the County of DuPage (hereinafter the "County") are units of local government as defined in the Intergovernmental Cooperation Act and within the meaning of the Article VII, Section 10 of the Illinois Constitution;

WHEREAS, the Illinois General Assembly has granted the Village authority to operate, maintain and keep in repair necessary Village facilities, and to enter into agreements for those purposes pursuant to 65 ILCS 5/11-129-1;

WHEREAS, the County has created the Member Initiative Program, which sets aside certain County funds for use by members within their districts with qualifying projects, including those certain stormwater system improvement project(s) within the Village (the "Project");

WHEREAS, the Project will benefit local citizens by improving the existing stormwater infrastructure around Oak Brook Road in the Village;

WHEREAS, to coordinate their respective roles in the Project, the County and Village have memorialized their understanding of the terms and conditions as provided in the Intergovernmental Agreement Between County of DuPage, Illinois and Village of Oak Brook for Water System Improvements (the "Agreement");

WHEREAS, the Village shall undertake the Project, and the County shall reimburse the Village for Project expenses up to twenty thousand dollars (\$20,000) in accordance with the terms and conditions of said Agreement;

WHEREAS, Staff recommends the Corporate Authorities authorize and approve the Agreement with County for the Project, substantially in the form attached hereto and incorporated herein as Exhibit A;

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to authorize the foregoing actions.

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

Section One – Recitals

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

Section Two – Approval

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

Section Three – Authorization and Direction

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six - Acts of Village Officials

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

Section Seven – Effective Date

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

Section Eight - Publication

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

Section Nine – Conflict Clause

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

Section Ten – Saving Clause

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

Section Eleven – Recording

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

PASSED THIS 8th day of April 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 8th day of April 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND
THE VILLAGE OF OAK BROOK FOR STORM WATER SYSTEM IMPROVEMENTS

This INTERGOVERNMENTAL AGREEMENT (the “AGREEMENT”) is made this ____ day of April, 2025, by and between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the “COUNTY”) and VILLAGE OF OAK BROOK, a body politic and corporate, with offices at 1200 Oak Brook Road, Oak Brook, Illinois (hereinafter referred to as the “VILLAGE”).

RECITALS

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act” and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the “Intergovernmental Cooperation Act” and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the VILLAGE authority to operate, maintain and keep in repair necessary VILLAGE facilities, and to enter into agreements for those purposes pursuant to 65 ILCS 5/11-129-1 (hereinafter “PROJECT”); and

WHEREAS, the COUNTY has created the Member Initiative Program, which sets aside certain County funds for use by members within their districts; and

WHEREAS, the PROJECT will benefit local citizens by improving the existing stormwater infrastructure in the area of Oak Brook Road in Oak Brook, and

WHEREAS, in order to coordinate their respective roles in the PROJECT, the COUNTY and VILLAGE have agreed to the terms and conditions set forth in this AGREEMENT; and

WHEREAS, the VILLAGE shall undertake the PROJECT and the COUNTY shall reimburse the VILLAGE for PROJECT expenses up to twenty thousand dollars (\$20,000) in accordance with the terms and conditions of this AGREEMENT; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The COUNTY and VILLAGE shall be referred to herein collectively as the “Parties,” or individually as a “Party.”

2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT involves the expansion of existing detention basins at a property owned by the Village of Oak Brook. The Project is more fully described in the application attached as **Exhibit A** to this Agreement.
- 2.2 The PROJECT shall be undertaken essentially in accord with the plans, as prepared by the VILLAGE’s Staff which have been mutually approved by the VILLAGE and the COUNTY, and which document is attached hereto and incorporated herein as **Exhibit B**.

3.0 FUNDING.

- 3.1 The PROJECT’S gross total expenses are estimated at one hundred and fifty thousand dollars (\$150,000).
- 3.2 It is the intention of the Parties that up to twenty thousand dollars in Project costs will be reimbursed by the COUNTY. The COUNTY, by this AGREEMENT, does not assume responsibility for directly paying any PROJECT costs and shall only be responsible for reimbursing portions of the VILLAGE’S PROJECT costs.
- 3.3 Allowable PROJECT expenses may include third-party professional services (architect/engineering fees, construction management, etc.), construction (labor and materials), bidding related costs, advertising, permit fees, and other related construction costs. Notwithstanding the foregoing, allowable expenses shall not include administrative costs, overhead, payroll or accounting services.

4.0 VILLAGE’S RESPONSIBILITIES.

- 4.1 The VILLAGE shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the

advertisement and award of all PROJECT-related public bids. The VILLAGE shall select, and contract with, all vendors providing professional services for the PROJECT.

- 4.2 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.3 The VILLAGE shall be responsible for submitting copies of all plans, specifications, bid documents, permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of verifying the PROJECT's work components have been completed.
- 4.4 The VILLAGE shall submit one final invoice to the COUNTY upon the completion of the material portion of the project. Repaving, landscaping or other seasonal work shall not be considered a material portion of this PROJECT. The COUNTY shall remit payment to the VILLAGE within 30 days of submission of invoice.
- 4.5 The VILLAGE shall make direct payments to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE.
- 4.6 The VILLAGE'S contractors and consultants shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall take such measures as are necessary to ensure that its contractors and consultants maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and strictly enforce all applicable safety law, rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality or other unit of government in the construction of public improvements.
- 4.7 The VILLAGE shall provide the COUNTY unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for reimbursement.

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY reserves the right to review the PROJECT'S plans, specifications and bid documents prior to the VILLAGE'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto.

- 5.2 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT.
- 5.3 Upon receipt of the VILLAGE'S invoice, and all necessary supporting documentation, the COUNTY shall promptly reimburse the VILLAGE for approved costs associated with the PROJECT. The total reimbursement amount paid by the COUNTY to the VILLAGE shall not exceed twenty thousand dollars (\$20,000.00). In the event PROJECT costs total less than twenty thousand dollars (\$20,000.00), the VILLAGE's total reimbursement amount shall be one hundred percent (100%) of the actual total PROJECT costs.

6.0 GOVERNMENT REGULATIONS.

- 6.1 The Parties shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT. Nothing in this agreement shall be found to act as an approval of any specific works which require separate county permitting approval, such as stormwater or building permits.

7.0 INDEMNIFICATION.

- 7.1 To the extent permitted by law, each Party ("First Party") shall indemnify, hold harmless and defend the other Party ("Second Party"), and any of the Second Party's officials, officers, and employees from and against all liability, claims, suits, demands, liens, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the First Party's negligent or willful acts to the fullest extent that each Party is so authorized under the law; provided, however, that the First Party shall not be obligated to indemnify, hold harmless and defend the Second Party for any negligent or intentional wrongful misconduct or omissions by the Second Party's officials, employees, agents, contractors or personnel.
- 7.2 The VILLAGE shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the VILLAGE and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers as additional insureds on said consultant's and contractor's liability insurance policy. Further, the VILLAGE shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers from and against any claims, liability or

judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.

- 7.3 Nothing contained herein shall be construed as prohibiting the Parties, their officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or Paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the Parties or their consultants, contractors or agents. The First Party's indemnification of the Second Party shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

- 8.1 The Parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both Parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment to this AGREEMENT pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT/Non-Appropriation.

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect the completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT.
- 9.2 All funds appropriated under this agreement shall be expended prior to November 30, 2025. Should the Village fail to expend all funds governed by this agreement prior to November 30, 2025, the County's obligation to reimburse the Village becomes subject to reappropriation of Fiscal Year 2026 funds by the DuPage County Board.

10.0 ENTIRE AGREEMENT.

- 10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between Parties.

- 10.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 10.4 In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

11.0 SEVERABILITY.

- 11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 GOVERNING LAW.

- 12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

13.0 NOTICES.

- 13.1 Any required notice shall be sent to the following addresses and parties:

ON BEHALF OF THE VILLAGE:

Greg Summers, Village Manager
1200 Oak Brook Road
Oak Brook, IL 60523

ON BEHALF OF THE COUNTY:

Jeremy Custer
421 N. County Farm Road
Wheaton, IL 60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

- 14.1 The Parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining Party from enforcing this AGREEMENT with respect to a different breach.

15.0 NO THIRD-PARTY BENEFICIARY.

- 15.1 This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

16.0 NO WAIVER OF TORT IMMUNITY.

- 16.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses and immunities available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

IN WITNESS OF, the Parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

VILLAGE OF OAK BROOK

Deborah Conroy
Chairman

Larry Herman
Village President

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk Village Clerk, Oak Brook

Netasha Scarpiniti,



DuPage County
Office of the County Board
421 North County Farm Road
Wheaton, Illinois 60187-3978

MEMBER INITIATIVE PROGRAM APPLICATION - Please complete all sections for submission

SECTION I Organization Information

Organization	Village of Oak Brook, Illinois
Contact Person	Greg Summers, Village Manager
Address	11200 Oak Brook Road
City	Oak Brook,
Phone Number	630-368-5020
Email	gsommers@oak-brook.org

SECTION II Project Description

Project Title	Oak Brook Sports Core Flooding Reduction Project
Cost of the Project	\$150,000
Brief Description of the Scope of Initiative	The detention expansion project that the Village of Oak Brook is proposing is currently being designed by Christopher Burke Engineering and we would like to construct this calendar year (2025). The Village is proposing \$130,000 from Village funds and \$20,000 from County project funds for the construction phase of the project. The Village's improvements to all other
Desired Outcomes	The primary benefit of the project is to reduce flooding that will allow enhanced resident use of the other open areas of the Village's Sports Core open space property. The improvements to the Sports Core are essential to its success which will include additional stormwater drainage and compensatory storage, detention, and wetland/buffer mitigation.

SECTION III Signature

Member Name	Andrew Honig
District	District 2
Signature	

SECTION IV Supplemental Documents

Please attach the following (if applicable)

- Letters of Engagement from all involved organizations
- Vendor Ethics Disclosures
- Bid Documents
- Proof of Good Standing with IL Secretary of State for all partner organizations
- Tax Documents (such as W-9 forms, where applicable)

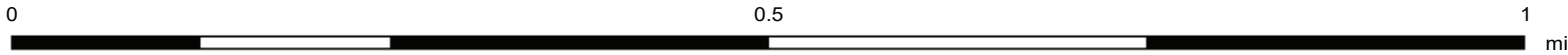
ATTACHMENT 1

Location Maps



Legend

- Existing Compensatory Storage
- Proposed Compensatory Storage
- Existing Detention Basin
- Proposed Detention Basin
- Proposed Golf Course Parking Lot Expansion
- Proposed Driving Range Concrete Pad



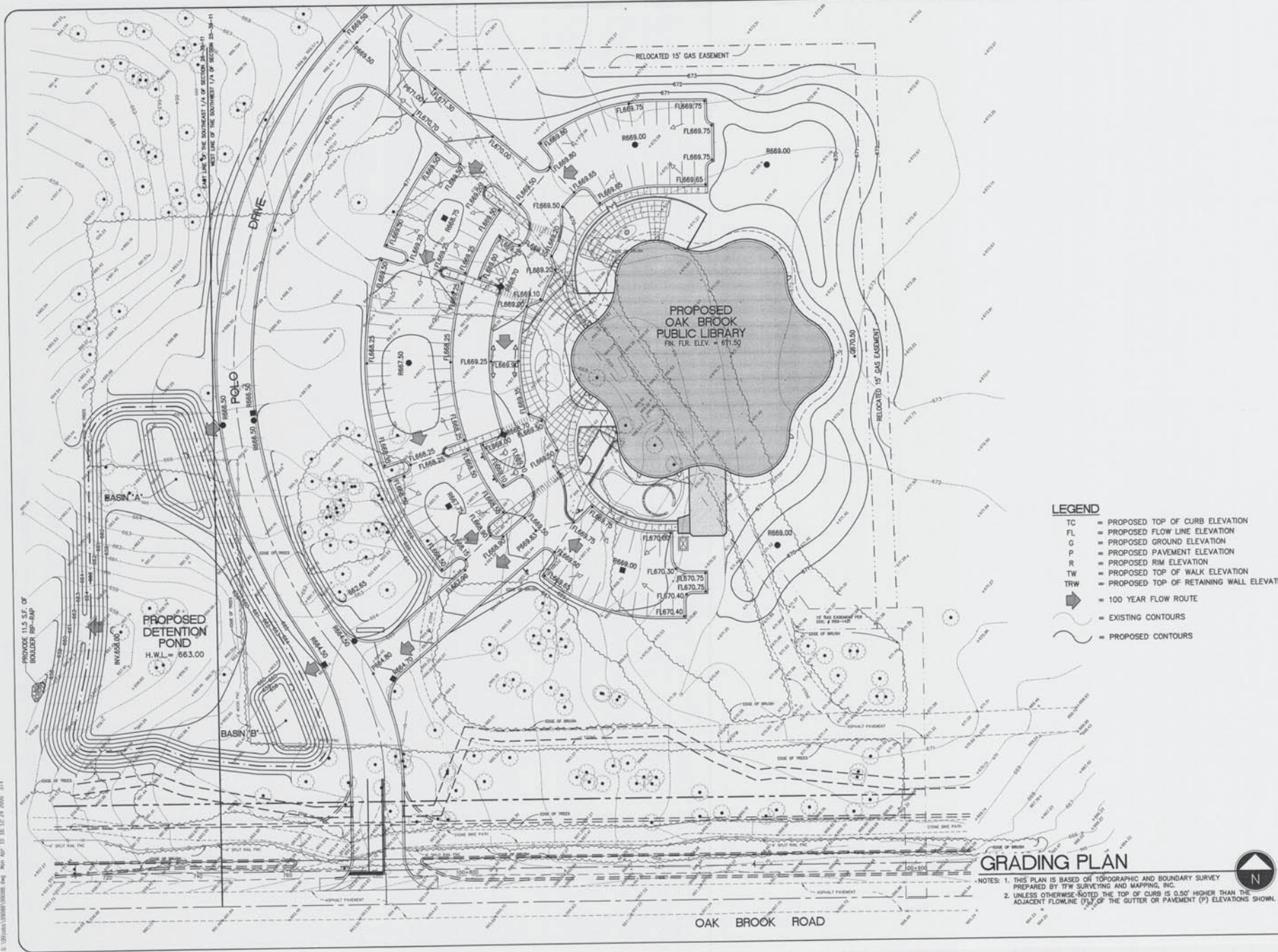
Print Date: 11/7/2024

Notes

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

ATTACHMENT 2

Record Drawings



GRADING PLAN

NOTES: 1. THIS PLAN IS BASED ON TOPOGRAPHIC AND BOUNDARY SURVEY PREPARED BY TFW SURVEYING AND MAPPING, INC.
2. UNLESS OTHERWISE NOTED THE TOP OF CURB IS 0.50' HIGHER THAN THE ADJACENT FLOWLINE (FL) OF THE GUTTER OR PAVEMENT (P) ELEVATIONS SHOWN.

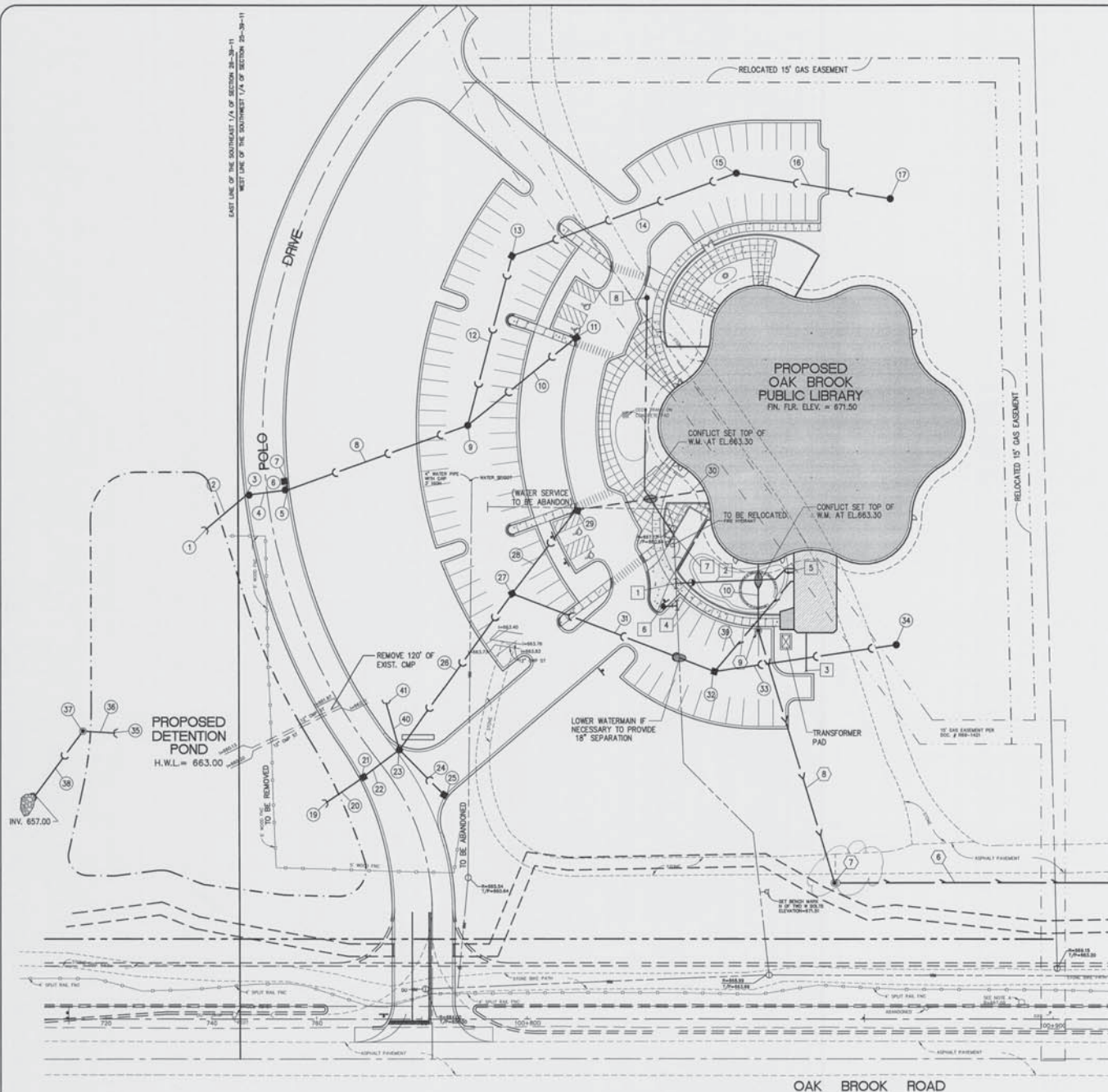
REV	DATE	DESCRIPTION
1-0	10-24-00	PER VILLAGE ENGINEER
2-0	10-24-00	PER VILLAGE ENGINEER
3-0	10-24-00	PER VILLAGE ENGINEER
4-0	10-24-00	PER VILLAGE ENGINEER
5-0	10-24-00	PER VILLAGE ENGINEER
6-0	10-24-00	PER VILLAGE ENGINEER
7-0	10-24-00	PER VILLAGE ENGINEER
8-0	10-24-00	PER VILLAGE ENGINEER
9-0	10-24-00	PER VILLAGE ENGINEER
10-0	10-24-00	PER VILLAGE ENGINEER
11-0	10-24-00	PER VILLAGE ENGINEER
12-0	10-24-00	PER VILLAGE ENGINEER
13-0	10-24-00	PER VILLAGE ENGINEER
14-0	10-24-00	PER VILLAGE ENGINEER
15-0	10-24-00	PER VILLAGE ENGINEER
16-0	10-24-00	PER VILLAGE ENGINEER
17-0	10-24-00	PER VILLAGE ENGINEER
18-0	10-24-00	PER VILLAGE ENGINEER
19-0	10-24-00	PER VILLAGE ENGINEER
20-0	10-24-00	PER VILLAGE ENGINEER

SITE IMPROVEMENTS
VILLAGE OF OAK BROOK
PUBLIC LIBRARY
OAK BROOK ROAD
OAK BROOK, ILLINOIS 60057

MARCHIS ENGINEERING, LTD.
CONSULTING ENGINEERS
100 EAST STATE PARKWAY - SCHMIDT, ILL. 60173 - 847-885-8357
DESIGN: P.L.V.F. DRAFTING: V.R.
SCALE: 1"=30'
DATE: NOV. 16, 1999



JOB NO. 99-088
CE-4



PROJECT NOTES

STORM SEWER

- 21" DIA. FLARED END SECTION INV. 660.00.
- 33 L.F. 21" R.C.P. CL. IV AT 0.50%
- 48" DIA. CATCHBASIN RM 666.50, INV. 660.17 SW, 661.17 E.
- 25 L.F. 21" R.C.P. CL. IV AT 0.50%
- 48" DIA. CATCHBASIN RM 666.50, INV. 661.50 NE, 661.30 W, 662.85 N.
- 5 L.F. 10" R.C.P. CL. IV AT 3.00%
- 24" DIA. INLET RM 666.50, INV. 663.00.
- 120 L.F. 18" R.C.P. CL. IV AT 0.80%
- 48" DIA. CATCHBASIN RM 667.50, INV. 662.42 N, 662.22 SW, 664.13 NE.
- 86 L.F. 10" R.C.P. CL. IV AT 2.17%
- 24" DIA. INLET RM 668.70, INV. 666.00.
- 108 L.F. 15" R.C.P. CL. IV AT 0.74%
- 48" DIA. INLET RM 668.75, INV. 663.22 S, 663.45 NE.
- 150 L.F. 12" R.C.P. CL. IV AT 0.55%
- 48" DIA. CATCHBASIN RM 669.00, INV. 664.28.
- 98 L.F. 12" R.C.P. CL. IV AT 1.75%
- 24" DIA. CATCHBASIN WITH BEEHIVE GRATE RM 669.00, INV. 666.00W (NEENAH R43408)
- NOT IN USE.
- 21" DIA. FLARED END SECTION INV. 660.00.
- 27 L.F. 21" R.C.P. CL. IV AT 0.50%
- 48" DIA. INLET RM 664.50, INV. 660.14 SE, 660.34 NE.
- 22 L.F. 18" R.C.P. CL. IV AT 0.65%
- 60" DIA. CATCHBASIN RM 664.50, INV. 661.50 SW, 661.70 NE, 662.00 SE, 662.52N.
- 40 L.F. 10" R.C.P. CL. IV AT 0.55%
- 24" DIA. INLET RM 664.70, INV. 662.22.
- 120 L.F. 15" R.C.P. CL. IV AT 0.75%
- 48" DIA. INLET RM 667.75, INV. 663.43 SE, 662.60 SW, 663.60 NE.
- 86 L.F. 12" R.C.P. CL. IV AT 2.88%
- 48" DIA. INLET RM 668.70, INV. 665.50.
- 82 L.F. 12" R.C.P. CL. IV AT 1.34% INVERT AT THE BLDG. 665.60.
- 134 L.F. 12" R.C.P. CL. IV AT 0.80% WITH 0" RING JOINT.
- 48" DIA. INLET RM 669.00, INV. 664.50W 665.42E.
- 115 L.F. 12" R.C.P. CL. IV AT 0.50%
- 24" DIA. CATCHBASIN WITH BEEHIVE GRATE RM 669.00, INV. 666.00 (NEENAH R-4340 B)
- 12" DIA. FLARED END SECTION INV. 658.00 WITH TRASH GUARD.
- 20 L.F. 12" R.C.P. CL. IV AT 1.00%
- 48" DIA. CATCHBASIN RM 663.00, INV. 657.50 SW, 657.80 E.
- 50 L.F. 4" DIA. PVC SDR26 AT 1.00% INV. 657.00.
- 78 L.F. 6" DIA. SUMP PUMP CONNECTION.
- 30 L.F. OF 10" RCP CL. IV AT 0.40%
- 12" DIA. FLARED END SECTION INV. 662.65.

WATER MAIN

- CONNECT TO EXISTING 6" WATERMAIN WITH CUT IN TEE.
- 77 L.F. 6" D.I.W.M. WITH FITTINGS.
- FIRE DEPARTMENT CONNECTION.
- 6" GATE VALVE IN 48" DIA. VAULT RM 670.40.
- 8-BOX COMPLETE WITH 8 L.F. 2.5" TYPE "K" DOMESTIC COPPER WATER SERVICE.
- FIRE HYDRANT GRADE RING ELEVATION 670.30 WITH 10 L.F. 6" D.I.W.M. AND FITTING CONNECT TO EXISTING 6" WATER WITH CUT IN TEE.
- REMOVE EXISTING FIRE HYDRANT AND EXTEND 153 L.F. 6" D.I.W.M. WITH FITTING.
- FIRE HYDRANT GRADE RING ELEVATION 670.00.

NOTE: ALL FRAMES AND LIDS SHALL BE DOT STANDARD 804001 TYPE 1 ALL LIDS SHALL BE IMPRINTED "SANITARY" OR "STORM" OR "WATER".

SANITARY SEWER

NOTE: FOR NOTES 1 TO 9, SEE SHEETS 9 AND 10

- LIFT STATION COMPLETE RM 670.15, INV. 662.89. (SEE DETAIL SHEET CE-3)
- 164 L.F. 8" P.V.C. SDR26 AT 1.00%
- 48" DIA. MANHOLE RM 670.00, INV. 664.53.
- 42 L.F. 6" P.V.C. SDR26 AT 1.12% INVERT AT THE BLDG. 665.00.

UTILITY PLAN

NOTES: 1. THIS PLAN IS BASED ON TOPOGRAPHIC AND BOUNDARY SURVEY PREPARED BY ITW SURVEYING AND MAPPING, INC.



NO.	DATE	DESCRIPTION	REVISIONS
1	05-20-01	REV. CATCHBASIN	
2	05-20-01	REV. VAULT	
3	05-20-01	REV. VAULT/ARCHITECT	
4	05-20-01	REV. VAULT	
5	05-20-01	REV. VAULT	
6	05-20-01	REV. VAULT	
7	05-20-01	REV. VAULT	
8	05-20-01	REV. VAULT	
9	05-20-01	REV. VAULT	
10	05-20-01	REV. VAULT	
11	05-20-01	REV. VAULT	
12	05-20-01	REV. VAULT	
13	05-20-01	REV. VAULT	
14	05-20-01	REV. VAULT	
15	05-20-01	REV. VAULT	
16	05-20-01	REV. VAULT	
17	05-20-01	REV. VAULT	
18	05-20-01	REV. VAULT	
19	05-20-01	REV. VAULT	
20	05-20-01	REV. VAULT	
21	05-20-01	REV. VAULT	
22	05-20-01	REV. VAULT	
23	05-20-01	REV. VAULT	
24	05-20-01	REV. VAULT	
25	05-20-01	REV. VAULT	
26	05-20-01	REV. VAULT	
27	05-20-01	REV. VAULT	
28	05-20-01	REV. VAULT	
29	05-20-01	REV. VAULT	
30	05-20-01	REV. VAULT	
31	05-20-01	REV. VAULT	
32	05-20-01	REV. VAULT	
33	05-20-01	REV. VAULT	
34	05-20-01	REV. VAULT	
35	05-20-01	REV. VAULT	
36	05-20-01	REV. VAULT	
37	05-20-01	REV. VAULT	
38	05-20-01	REV. VAULT	
39	05-20-01	REV. VAULT	
40	05-20-01	REV. VAULT	
41	05-20-01	REV. VAULT	
42	05-20-01	REV. VAULT	

SITE IMPROVEMENTS
VILLAGE OF OAK BROOK
PUBLIC LIBRARY
OAK BROOK ROAD
OAK BROOK, ILLINOIS 60061

MARCHIS ENGINEERING, LTD.
CONSULTING ENGINEERS
100 EAST STATE PARKWAY • SCHENECTADY, N.Y. 12305 • 518.386.1000
FAX: 518.386.1001
E-MAIL: MARCHIS@MARCHIS-ENGINEERING.COM
UTILITY PLAN
SCALE: 1"=30'
DATE: NOV. 16, 1999
DRAWING: V.R.



JOB NO. 99-088

CE-5



ITEM 8.A.8.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
April 8, 2025

SUBJECT: Final Budget FY2024 Amendment

FROM: Marilyn Fumero, Finance Director

BUDGET SOURCE/BUDGET IMPACT: Final Budget amendment transfer between multiple budget line items resulting in a net revenue increase of \$451,719.

RECOMMENDED MOTION: I move that the Village Board approve Ordinance S-1725, An Ordinance Authorizing Amendments and Transfers Among Budget Line Items.

Background/History:

During the course of a year, there are numerous situations that may arise that cause an account, program, or even a fund to exceed its budget. When this occurs, State statutes provide that the corporate authorities may make transfers from “one corporate object or purpose to another corporate object or purpose”. Additionally, statutes provide that the corporate authorities may delegate authority to heads of municipal departments to “delete, add to, change, or create sub-classes within object classes budgeted previously to the department with the approval of the budget officer or executive officer of the municipality”. The Village has defined a corporate object or purpose to be an individual program or fund. Sub-classes within object classes have been defined as accounts and categories within a budget program.

The Village Board’s policy on Finance, Taxation, and Budget, prepared based on the previously mentioned statutes, outlines the following procedures for budget administration and how these variances are to be addressed:

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

recommendation of the Village Manager.

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

Budget Transfers:

The attached spreadsheet, Exhibit A, provides a detailed overview of the various accounts within the Funds affected by the proposed amendment.

Recommendation:

Staff recommends that the Village Board approve Ordinance S-1725, An Ordinance Authorizing Amendments and Transfers Among Budget Line Items.

Attachments:

1. Ordinance S-1725 Budget Amendment.
2. Village of Oak Brook Final 2024 Budget Amendment Exhibit A

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
2025-BU-AMEND-S-1725

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 8th day of April, 2025

ORDINANCE 2025-BU-AMEND-S-1725
AN ORDINANCE AUTHORIZING AMENDMENTS AND TRANSFERS
AMONG BUDGET LINE ITEMS

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 tabulation, attached as "Exhibit A", lists the various accounts across the Funds impacted by the requested amendment. The total of said amounts are hereby transferred to the various line 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 8th day of April, 2025.

Laurence E. Herman
Village President

PASSED THIS 8th day of April, 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 (Increase)/ Decrease	Expense (Decrease)/ Increase
General Corporate Fund				
10	41010	SALES TAX	(424,287.68)	
10	41060	LOCAL USE TAX	20,061.66	
10	43990	BAD DEBTS	(110,173.00)	
10	44601	INTEREST - LEASES	(53,134.00)	
10	44640	RENTAL INCOME	(1,549.00)	
10	48500	INSTALLMENT CONTRACT ISSUANCE	(3,084,088.00)	
TOTAL REVENUES				(3,653,170.02)
GENERAL MANAGEMENT				
		<u>121 - Attorney</u>		
121	76360	LABOR ATTORNEY		1,140.50
				1,140.50
		<u>131 - Management</u>		
131	52300	TRAINING		350.00
				350.00
		<u>134 - Risk Management</u>		
134	70100	LIABILITY INSURANCE		(330,050.79)
				(330,050.79)
GENERAL MANAGEMENT TOTAL				(328,560.29)
FINANCIAL SERVICES				
		<u>211 - Financial Services</u>		
211	54050	UNEMPLOYMENT COMPENSATION		6,168.00
211	80220	PROMENADE TIF REIMBURSEMENT		816,485.43
				822,653.43
		<u>271 - Interfund Transactions</u>		
271	80210	REIMBURSEMENTS TO OTHER FUNDS		(100,000.00)
				(100,000.00)
FINANCIAL SERVICES TOTAL				722,653.43
PUBLIC WORKS				
		<u>321 - Building Maintenance</u>		
321	71350	SEWER		322.04
				322.04
PUBLIC WORKS TOTAL				322.04
LIBRARY				
		<u>511 - Library</u>		
511	71350	SEWER		43.28
				43.28
LIBRARY TOTAL				43.28

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
POLICE				
621	90200	<u>621 - Police Patrol</u> EQUIPMENT REPLACEMENT		3,084,088.00
				<u>3,084,088.00</u>
634	76750	<u>634 - Support Services Records</u> DU-COMM		45,855.08
				<u>45,855.08</u>
POLICE TOTAL				<u><u>3,129,943.08</u></u>
FIRE				
711	76750	<u>711 - Rescue & Fire SVC MGMT</u> DU-COMM		12,418.58
711	80300	TRANSF TO DU-COMM BLDG RESERVE		707.77
				<u>13,126.35</u>
722	65000	<u>722 - Rescue & Fire SVC MGMT</u> GENERAL EQUIPMENT		3,322.94
				<u>3,322.94</u>
FIRE TOTAL				<u><u>16,449.29</u></u>
Total General Corporate Fund			<u><u>(3,653,170.02)</u></u>	<u><u>3,540,850.83</u></u>
Infrastructure Fund				
41	41010	SALES TAX	(151,781.25)	
Total Revenues				<u>(151,781.25)</u>
360	70100	<u>360 - Public Works Management</u> LIABILITY INSURANCE		(66,268.86)
				<u>(66,268.86)</u>
461	76200	<u>461 - Roadway Improvements</u> ENGINEERING SERVICES		41,581.17
				<u>41,581.17</u>
463	76200	<u>463 - Safety Pathway Improvements</u> ENGINEERING SERVICES		10,374.19
				<u>10,374.19</u>
Total Infrastructure Fund			<u><u>(151,781.25)</u></u>	<u><u>(14,313.50)</u></u>

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
Water Fund				
51	43310	WATER SALES	42,514.40	
				42,514.40
<u>351-Water Operations</u>				
351	50000	SALARIES FULL-TIME		7,048.80
351	53100	PENSION EXPENSE - IMRF		(64,233.00)
351	53110	CHANGE IN OPEB		(2,320.00)
351	62200	MAINTENANCE SUPPLIES		3,843.84
351	70100	LIABILITY INSURANCE		(65,970.36)
351	80850	ASSET RETIREMENT OBLIG. AMORT.		3,000.00
				(118,630.72)
Total Water Fund			42,514.40	(118,630.72)
Sports Core Fund				
<u>811 - Sports Core General Operations</u>				
811	44640	RENTAL INCOME	9,520.00	
				9,520.00
811	53100	PENSION EXPENSE - IMRF		(80,033.00)
811	70100	LIABILITY INSURANCE		(34,287.99)
				(114,320.99)
<u>816 - Open Fields</u>				
816	46020	OPEN FIELD RENTAL	6,236.00	
				6,236.00
<u>821 - Clubhouse F&B Operations</u>				
821	44640	RENTAL INCOME	4,766.00	
				4,766.00
821	53110	CHANGE IN OPEB		(408.50)
821	71350	SEWER		186.51
				(221.99)
<u>822 - Pool Cafe F&B Operations</u>				
822	44640	RENTAL INCOME	(177.00)	
				(177.00)

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 (Increase)/ Decrease	Expense (Decrease)/ Increase
		<u>823 - Golf F&B Operations</u>		
823	44640	RENTAL INCOME	(709.00)	
				<u>(709.00)</u>
823	54050	UNEMPLOYMENT COMPENSATION		5,184.00
				<u>5,184.00</u>
		<u>831 - Golf Club General Operations</u>		
831	50000	SALARIES FULL-TIME		(1,110.69)
831	53110	CHANGE IN OPEB		(2,042.50)
831	70100	LIABILITY INSURANCE		(936.00)
831	71350	SEWER		58.52
				<u>(4,030.67)</u>
		<u>834 - Golf Course Maintenance</u>		
834	50000	SALARIES FULL-TIME		128.48
834	53110	CHANGE IN OPEB		(1,225.50)
834	54050	UNEMPLOYMENT COMPENSATION		7,446.00
834	71350	SEWER		33.53
				<u>6,382.51</u>
		<u>844 - GOLF SRCHG</u>		
841	80800	DEPRECIATION		748,110.35
				<u>748,110.35</u>
Total Sports Core Fund			<u>19,636.00</u>	<u>641,103.21</u>
Insurance Fund				
61	43410	VILLAGE CONTRIBUTION	(23,007.99)	
61	43420	EMPLOYEE CONTRIBUTION	464.54	
				<u>(22,543.45)</u>
		<u>133-Employee Benefits</u>		
133	70350	VISION INSURANCE		1,488.90
133	70500	LIFE INSURANCE		(1,488.90)
				<u>0.00</u>
Total Insurance Fund			<u>(22,543.45)</u>	<u>0.00</u>

Exhibit A

Account Number		Account Title	Amount	
			Revenue (Increase)/ Decrease	Expense (Decrease)/ Increase
Garage Fund				
		<u>341-Garage Operations</u>		
341	50000	SALARIES FULL-TIME		739.79
341	51100	I.M.R.F.		(7,563.38)
341	53100	PENSION EXPENSE - IMRF		(18,736.00)
341	53110	CHANGE IN OPEB		(614.00)
				<u>(26,173.59)</u>
Total Garage Fund			<u>-</u>	<u>(26,173.59)</u>
Equipment Replacement Fund				
63	44670	MISCELLANEOUS	11,574.53	
				<u>11,574.53</u>
		<u>342 - Equipment Replacement</u>		
342	73950	CAPITAL LEASE PAYMENT		(822,898.52)
342	80800	DEPRECIATION		399,106.44
342	90200	EQUIPMENT REPLACEMENT		(296,993.81)
				<u>(720,785.89)</u>
Total Equipment Replacement Fund			<u>11,574.53</u>	<u>(720,785.89)</u>
Total-All Funds			(3,753,769.79)	3,302,050.34
Total increase in budget revenues			(3,753,769.79)	
Total decrease in budget expenditures			3,302,050.34	
				(451,719)



ITEM 8.A.9.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
April 8, 2025

SUBJECT: Ordinance S-1726, Budget Amendment for Land

FROM: Marilyn Fumero, Finance Director

BUDGET SOURCE/BUDGET IMPACT: The budget impact reflects a \$718,925 increase in the General Fund, which will be supported by funds from the General Fund Reserves.

RECOMMENDED MOTION: I move that the Village Board to approve Ordinance S-1726 An Ordinance Authorizing Amendments and Transfers Among Budget Line Items.

Background/History:

During the course of a year, there are numerous situations that may arise that cause an account, program, or even a fund to exceed its budget. When this occurs, State statutes provide that the corporate authorities may make transfers from “one corporate object or purpose to another corporate object or purpose”. Additionally, statutes provide that the corporate authorities may delegate authority to heads of municipal departments to “delete, add to, change, or create sub-classes within object classes budgeted previously to the department with the approval of the budget officer or executive officer of the municipality”. The Village has defined a corporate object or purpose to be an individual program or fund. Sub-classes within object classes have been defined as accounts and categories within a budget program.

The Village Board’s policy on Finance, Taxation, and Budget, prepared based on the previously mentioned statutes, outlines the following procedures for budget administration and how these variances are to be addressed:

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

recommendation of the Village Manager.

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

Budget Amendments:

The budgets for the following accounts are being increased for 2025:

General Fund – Expense account 131-90500 (Land Acquisition) will see an increase of \$711,425, along with expense account 121-76300 (Outside Legal Services), which will receive an increase of \$7,500, totaling \$718,925.

The attached spreadsheet, Exhibit A, offers a comprehensive overview of the various accounts within the Funds impacted by the proposed amendment.

Recommendation:

Staff recommends that the Village Board approve Ordinance S-1726, titled "An Ordinance Authorizing Amendments and Transfers Among Budget Line Items," which comprises a \$718,925 increase in the General Fund, to be funded by General Fund Reserves.

Attachments:

1. Ordinance S-1726 Budget Amendment
2. Village of Oak Brook 2nd Qtr Budget Amendment 2025 Exhibit A

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
2025-BU-AMEND-S-1726

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 8th day of April, 2025

ORDINANCE 2025-BU-AMEND-S-1726
AN ORDINANCE AUTHORIZING AMENDMENTS AND TRANSFERS
AMONG BUDGET LINE ITEMS

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, 2025 and ending December 31, 2025 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 tabulation, attached as "Exhibit A", lists the various accounts across the Funds impacted by the requested amendment. The total of said amounts are hereby transferred to the various line 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 8th day of April, 2025.

Laurence E. Herman
Village President

PASSED THIS 8th day of April, 2025.

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Netasha Scarpiniti
Village Clerk

EXHIBIT A

**Village of Oak Brook
Budget Amendments
FY 2025 - 2nd Quarter**

Account Number	Account Name	Revenue	Expenditure	Description	Funding Source
Budget Amendment					
General Fund					
131-90500	Land Acquisition		700,000	Land Acquisition	General Fund Reserves
131-90500	Land Acquisition		3,125	Survey	General Fund Reserves
131-90500	Land Acquisition		8,300	Enviromental Phase I/II	General Fund Reserves
121-76300	Outside Legal		7,500	Legal Fees	General Fund Reserves
Total General Fund		<u><u>\$ -</u></u>	<u><u>\$ 718,925.00</u></u>		
Total Budget Adjustment - All Funds		<u><u>\$ -</u></u>	<u><u>\$ 718,925.00</u></u>		



ITEM 8.A.10.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
April 8, 2025

SUBJECT: Proposal for First Addendum to the License Agreement between the Village and Chic Chef Catering, Inc.

FROM: Joseph Mitchell, Assistant Village Manager

BUDGET SOURCE/BUDGET IMPACT: Rental Income (821-44640) will be reduced to \$1,000.00 per month during the renovation period. Once completed, the monthly rental fees will be fixed at \$10,000 for ten (10) years under the attached agreement, subject to CPI-U adjustments or \$500.00 per month, whichever is greater thereafter. The Village is to receive 15% of food/beverage fees and 5% of venue fees throughout the term of the agreement and 1.5% of food/beverage for catering produced at the Oak Brook Manor for all outside catering services.

RECOMMENDED MOTION: I move that the Village Board approve Ordinance S-1724, An Ordinance Approving and Authorizing the Execution of the First Addendum to the License Agreement between the Village of Oak Brook and Chic Chef Catering, Inc.

Background/History:

On December 12, 2023, the Village Board approved Ordinance 2023-SC-AG-CHIC-S-1686 approving and authorizing the execution of a licensing agreement between Chic Chef and the Village to manage food and beverage operations at the Bath and Tennis banquet facility located at 800 Oak Brook Road, Oak Brook, IL 60523. The Licensee is now seeking to invest in significant renovations and improvements to enhance the Club's facilities.

In contrast to earlier presentations, Chic Chef has dramatically reduced the size of the proposed project. Whereas earlier versions of the proposal contained multiple meeting rooms and large patios, as well as an outdoor event area which displaced some tennis courts to accommodate a tent for 600+ guests, the revised version of the plan has been scaled back by approximately 30% and no longer impacts any tennis courts. In fact, the Bath and Tennis Club will benefit from new facilities, including a new tennis shelter, tennis restrooms, a new pool check-in area, a new pool management office, new pool locker rooms, and a new poolside cafe, as well as an expanded pool deck. The majority of the new addition areas to the clubhouse building are almost exclusively to accommodate these Village amenity improvements, with other small expansion areas to complement the banquet facility, which is now

designed for just 300 attendees.

In consideration of the Village amenity improvements, as well as millions of dollars of reduced maintenance, equipment replacements, and other reinvestment into the facility, modifications to the original Agreement are proposed, subject to the Village's approval.

Summary of Key Provisions in the Addendum:

1. Renovation Project Scope:

- Renovation of Oak Brook Manor, including the banquet facility, bridal and groom suites, office spaces, upgraded bathrooms, and a commercial kitchen.
- Expansion of paved and lighted parking to accommodate approximately one hundred and twenty (120) additional vehicles.
- Construction of three (3) locker rooms (men's, women's and family) with upgraded amenities, a new pool café, manager's office, check-in area, and expanded pool patio.
- Structural enhancements such as an elevated loggia for event photos and patios for outdoor dining.
- Addition of enclosed storage facilities and a walled delivery court.
- Preservation of the cathedral area (location of the fireplace, elevated arched wood structure and associated wood columns) will remain intact for nostalgic reasons.
- New tennis office with designated men's and women's bathrooms attached.

2. Conditions for Project Approval:

- Financing contingency deadline for Licensee to secure funding.
- Commencement of construction after Labor Day 2025, with a required completion deadline for the pool and amenities by Memorial Day of the following year.
 - Failure to meet the deadline will result in the Licensee being subject to a fine of five hundred dollars (\$500.00) per day until the pool, pool check-in area, the pool kitchen, and accompanying locker rooms are fully operational.
- Monthly rent of one thousand dollars (\$1,000.00) during the renovations, reverting to standard fees post-completion.

3. Amendments to the Agreement:

- **Term:** Extension to twenty (20) years, with two (2) optional five (5) year renewals at the Licensee's discretion, so long as the Licensee is in good standing and not in violation of any terms of the Agreement.
- **Early Termination:** Village may terminate after:
 - Ten (10) years, paying Licensee 3x average annual revenue (minus agreed deductions).
 - Fifteen (15) years, paying Licensee 2x average annual revenue (minus agreed deductions).
 - Twenty (20) years, paying Licensee 1x average annual revenue (minus agreed deductions).
- **Financial Adjustments:**
 - The first two (2) years of rent fees are deferred, repaid thirty thousand dollars (\$30,000.00) in quarterly installments for two (2) years (\$240,000.00) upon the two-year anniversary of the completed renovation.
 - Monthly rental fees are fixed at ten thousand (\$10,000) for ten (10) years, subject

to CPI-U adjustments or \$500.00 per month, whichever is greater thereafter.

- The Village is to receive 15% of food/beverage fees plus 5% of venue fees throughout the term of the agreement.
- The Village shall receive all sales taxes for events both on and off the property, in addition to 1.5% of all food and beverage sales associated with all outside catering services with preparation thereof occurring from within the facility.
- Permit fees and costs related to the approved Plans shall be calculated in accordance with the provisions of the Village Code but shall not exceed a total of one-hundred thousand dollars (\$100,000.00).

4. Maintenance Responsibilities:

- The Licensee is to be responsible for all interior maintenance, exterior building maintenance of the banquet facility, preventive maintenance and repair of all equipment, associated mechanical systems, furnishings, supplies and the curtilage of the exterior of the proposed renovated facility.
- The Village is responsible for the exterior maintenance of the outdoor areas, including the pool, pool deck, landscaping throughout the Sports Core, and snow plowing of parking lots and access roads.

5. Additional Provisions:

- The Licensee will provide 50% venue fee discounts for Village residents (Monday–Thursday events).
- The Village retains rights to use the facility for the annual "Taste of Oak Brook" and the Special Olympics Polar Plunge events.
- The Licensee must permit access to their financial records and electronic sales systems for Village oversight.
- The licensee is prohibited from subleasing or conferring rights to third parties except in connection with the offering of banquet events and activities.

The proposed Addendum represents a significant multi-million-dollar investment in a Village-owned property at no cost to the Village. It guarantees a continued proven strong revenue stream and service improvements while also delivering economic benefits to further modernize Sports Core facilities and services and thereby enhancing community value. Further, it allows the Village to avoid both current and future costly repairs to the aging banquet facility, which are present day estimated to exceed over four and one half million dollars (\$4,500,000.00) in needed renovations. Finally, it eliminates all reconstruction and replacement costs to the Village for the poolside café, pool locker rooms, pool check-in shelter, and tennis pro-shop and restrooms.

Recommendation:

Staff recommends that the Village Board approve Ordinance S-1724, An Ordinance Approving and Authorizing the Execution of the First Addendum to the License Agreement between the Village of Oak Brook and Chic Chef Catering, Inc. pending final attorney review and the Village President's signature.

Attachments:

1. OrdApproveLicenseAgreement_ChiChef_FirstAddendum
2. First Addendum to License Agreement FINAL
3. Chic Chef Signed Agreement

4. Oak Brook Manor Renovation Drawings
5. 2016 Village of Oak Brook Bath and Tennis Club Report
6. Village of Oak Brook Bath and Tennis Repair Estimates
7. Rusting Plumbing
8. Collapsing Sanitary
9. Deteriorating Masonry Post
10. Deteriorating Stonework
11. Equipment Not Screened From View
12. Inefficient Ventilation
13. Unusable Fireplace Due to Poor Modification (No Ventilation)
14. Cathedral Leak North End
15. Cathedral Leak South End
16. Poor Roof Drainage
17. Outdated and End of Life Equipment
18. Leaking Thermopane
19. Standing Water -Improper Pitching of the Roof
20. Gutter Flashing
21. Roof Flashing Damage
22. Cooler Leak from Roof
23. Antiquated Check-In Facility with Water Damage Walls
24. Pool Check-In Rotting Siding
25. Pool Check-In Rotting Siding #1
26. Pool Check-In Rotting Siding #2
27. Pool Check-In Rotting Siding #3
28. Interior Pool Check-In Water Damage #1
29. Interior Pool Check-In Water Damage #2
30. Broken Concrete and Foam Insulation
31. Pool Basement Rusted Pipe
32. Pool Basement Ceiling #1
33. Pool Basement Ceiling #2
34. Pool Basement Ceiling #3
35. Water Drains Through Tennis Office
36. Tennis Office Rotting Windows
37. Tennis Office Rotting Walls
38. Tennis Office Window Frame Wall Collapsing
39. Antiquated Pool Locker Room
40. Office Entry Inside of Bathroom Stall
41. Pool Locker Room Rotting Wood

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE

NUMBER 2025-SC-AG-AMND-CHIC-S-1724

AN ORDINANCE
APPROVING AND AUTHORIZING THE EXECUTION OF THE
FIRST ADDENDUM TO THE LICENSE AGREEMENT BY AND
BETWEEN THE VILLAGE OF OAK BROOK AND CHIC CHEF
CATERING, INC.

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this 8th day of April 2025

ORDINANCE NO 2025-SC-AG-AMND-CHIC-S-1724

AN ORDINANCE
APPROVING AND AUTHORIZING THE EXECUTION OF THE FIRST ADDENDUM TO THE
LICENSE AGREEMENT BY AND BETWEEN THE VILLAGE OF OAK BROOK AND CHIC
CHEF CATERING, INC.

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

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

WHEREAS, the Village of each Village may fix the amount, terms, and manner of issuing and revoking licenses pursuant to 65 ILCS 5/11-60-1;

WHEREAS, the Village is the owner of certain real property located within its corporate boundaries commonly known as the Oak Brook Bath & Tennis Club (hereinafter the "Club") located at 800 Oak Brook Road, Oak Brook, IL 60523 (the "Property"), which is currently improved with various buildings and facilities including but not limited to a banquet hall, swimming pools, tennis courts, Catering areas, and social space;

WHEREAS, on December 12, 2023, the Village Board approved Ordinance 2023-SC-AG-CHIC-S-1686 approving and authorizing the execution of a license agreement (the "Agreement") between Chic Chef Catering Inc., (the "Licensee") and the Village to manage food and beverage operations at the Club facilities located at the Property;

WHEREAS, Licensee's operations at the Club since 2023 have been greatly successful, in that Licensee has now requested the Village's consent to make significant alterations, additions or improvements to the licensed area(s) of the Property at its sole cost and expense. Further, should the Village approve the proposed improvements, Licensee has expressed the need to reorganize its corporate structure to procure financing and has further requested the Village's approval to assign the Agreement to Oakbrook Events, LLC, all as further detailed in and subject to the terms and conditions of, the First Addendum to the License Agreement by and between the Village of Oak Brook and Chic Chef Catering, Inc. (the "First Addendum"), attached hereto and incorporated herein as Exhibit A;

WHEREAS, Staff recommends the Corporate Authorities approve the First Addendum to the Agreement, as described herein; and

WHEREAS, the Corporate Authorities of the Village of Oak Brook deems it to be in the best interests of the Village and its residents to approve and consent to the First Addendum for the purposes referenced herein.

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

Section One – Recitals

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

Section Two – Approval

The Corporate Authorities of the Village of Oak Brook hereby approves the First Addendum, substantially in the form attached hereto and made a part hereof as Exhibit A.

Section Three – Authorization

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

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this ordinance 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 - 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 ordinance are hereby, in all respects, ratified, approved, authorized, and confirmed.

Section Six – Effective Date

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

Section Seven - Publication

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

Section Eight – Conflict Clause

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

Section Nine – Saving Clause

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

Section Ten – 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 8th day of April 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 8th day of April 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[First Addendum]

FIRST ADDENDUM

THIS FIRST ADDENDUM (hereinafter referred to as the "Addendum"), is made on the date last signed below (the "Effective Date") between the Village of Oak Brook, a municipal corporation organized under the laws of the State of Illinois with its principal place of business at 1200 Oak Brook Rd, Oak Brook, IL 60523 (the "Village"), and, to Chic Chef Catering, Inc., an Illinois Corporation with its principal place of business at 1000 Pauley Dr., Elk Grove Village, IL 60007 (the "Licensee") Both the Village and Licensee each individually a "Party" and collectively the "Parties" hereto, state the following:

RECITALS

WHEREAS, the Village is the owner of that certain real property located within its corporate boundaries commonly known as the Oak Brook Bath & Tennis Club (hereinafter the "Club") located at 800 Oak Brook Road, Oak Brook, IL 60523 (the "Property");

WHEREAS, the Parties hereto entered a License Agreement (the "Agreement") dated 12/13/2023 for Licensee's use of a portion of the Property (the "Premises", as defined in the Agreement) to perform certain Catering Services, as defined and further described in the Agreement;

WHEREAS, Licensee desires to make certain improvements to the Premises requiring substantial financial investment to the Village Property (the "Proposed Renovation Project") and if completed, requests certain modifications to the Agreement as consideration for said improvements;

WHEREAS, Article IX Section I of the Agreement generally provides in relevant part that Licensee shall not make any alterations, additions or improvements, including the installation of all utilities ("Work"), to the Licensed Area without the prior written consent of the Village, which may be withheld, in the Villages Sole discretion. Additionally, should Village consent to any Work, the Village reserves the right to impose requirements as a condition of such consent or otherwise in connection with the Work;

WHEREAS, the Village is agreeable to allow Licensee make certain improvements to the Premises subject to certain conditions, as further described herein;

WHEREAS, should Licensee proceed to make the financial investment for the improvements to the satisfaction of the Village's conditions, the Village is agreeable to modifying certain terms of the Agreement (the "Amendments") described herein;

WHEREAS, the parties hereto desire to memorialize their respective understandings defining their respective obligations and responsibilities relative to the proposed improvements to the Property and modifications to the Agreement, as further described herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the Village and the Licensee agree as follows:

Section One – Recitals

The above referenced Recitals are hereby incorporated herein and made a part hereof by reference.

Section Two Renovation Project

- A. Project Description. Subject to modification and finalization based on the final approved Plans (defined below) Licensee proposes to renovate the Oak Brook Manor including the banquet facility, bridal suite, grooms lounge and Groom suites, office area, upgraded bathrooms, Tennis office which includes a male and female bathroom facility, full size commercial kitchen, storage area, an expanded paved and lighted parking lot for a minimum of one hundred and twenty (120) additional vehicles, a new pool café, pool manager's office and check in area, and an expanded pool patio area. Newly constructed dry, refrigerated and frozen storage areas will be included in the renovation. The rear exterior of the facility will have an

elevated structure (covered loggia) for event participant pictures and two (2) patios for outdoor entertainment and/or dining (see renovation plans). The southeast side will include a walled delivery court and enclosed storage facility. The cathedral area (location of the fireplace, elevated arched wood structure and associated wood columns) will remain intact for nostalgic reasons. The facade of the renovated Chic Chef will be whitewashed brick and have a newly installed front arched promenade. The renovation will include the rehabbing and upgrading of the men's and women's bathrooms/ locker rooms located on the west end of the complex and associated with pool operations. The project description in this section shall be deemed only as a general description of the anticipated renovation and shall not impose any obligation on Licensee. Any obligations for improvements or renovation shall be set forth in the final Plans approved by the Village. Licensee shall indemnify and hold Village harmless from and against any and all claims by any party for failing to approve, or denying, any applications, plans, or permits related to the Project unless said applications, plans, or permits are in substantial alignment with the proposed Project Description herein set forth.

- B. Plans and Specifications. Licensee shall submit all necessary and detailed plans, renderings, specifications, and applications (the "Plans") to the Village for review on or before 6/1/2025, in accordance with the Agreement and otherwise requirements of Village Code. Should the Licensee fail to submit all necessary and complete Plans for approval by the date specified in this Section, the Village shall of the right, in its sole discretion, to declare this Addendum null and void by providing written notice to Licensee. In the event Village declares the Addendum null and void, then the Agreement shall continue in full force and effect upon its original terms unmodified by the terms and provisions of this Addendum.
- C. Approval of Plans. Upon receiving of all Plans, Village agrees to review the Plans and either approve or disapprove them in good faith within ten (10) business days of receipt of such Plans. Should Village disapprove them, Village shall provide sufficient detail pertaining to any disapproved items. Should Village disapprove them, Licensee will make any necessary modifications and resubmit the Plans to Village in final form within ten (10) business days following receipt of Village's disapproval of them. Thereafter, should the Village in good faith fail to approve the Plans and issue all permits necessary to complete the proposed Renovation Project by June 31, 2025, the Village shall of the right, in its sole discretion, to declare this Addendum null and void by providing written notice to Licensee, or, in the Village's sole discretion, grant Licensee additional time to modify such Plans and submit for Village's approval. In the event Village declares the Addendum null and void, then the Agreement shall continue in full force and effect upon its original terms unmodified by the terms and provisions of this Addendum.
- D. Village acknowledges that Licensee shall be seeking financing from a bank or other lending institution for financing the completion of the Renovation Project including financing the complete construction and all materials and labor. Licensee shall have until 6/1/2025, ("Financing Contingency Date") to obtain a loan for the financing of Renovation Project with such lender and upon such terms and conditions as Licensee may accept. If Licensee is unable to obtain a commitment for financing on or before the Financing Contingency Date, then Licensee may declare the Addendum null and void, then the Agreement shall continue in full force and effect upon its original terms unmodified by the terms and provisions of this Addendum.
- E. Licensee has expressed to the Village a need to assign the Agreement in connection with the aforesaid financing arrangement to complete the Renovation Project. Should Licensee deem it necessary to make such assignment, Licensee shall provide Village with all reasonably requested information of the assignee entity including but not limited to any and all information originally requested of Licensee prior to the execution of the License Agreement. Upon such assignment, if any, Licensee shall cause to be executed the Assignment and Assumption of License Agreement, substantially in the form attached hereto and incorporated herein as Exhibit A.
- F. Renovation Period. Any construction related to the Renovation Project shall not begin until after Labor Day of 2025 During the renovation period, Licensee will pay the Village \$1,000.00 (one thousand dollars) per month for rent in lieu of the previous monthly fees outlined in the Agreement.

- G. Licensee Guarantee. Licensee understands and acknowledges that the pool and its amenities must be fully operational by the Friday preceding Memorial Day of the year following the commencement of the Renovation Project construction. In the event Licensee fails to timely satisfy the guarantee of completion described in this Section, , Licensee shall be subject to a fine of five-hundred dollars (\$500.00) per day until the pool, pool check in area, the pool kitchen, and accompanied locker rooms are fully operational.
- H. Completion. At the completion of construction for the Renovation Project, the Village shall have the right to inspect any and all work performed by Licensee on the Property and develop a punch list of needed repairs or adjustments for completion of the Renovation Project. Upon successful completion of the items on the punch list, the Renovation Project shall be deemed to be completed. The Village Board shall pass a Resolution accepting said improvements upon receipt of the Bill of Sale, substantially in the form attached hereto as Exhibit B, from the Licensee and direct staff to issue a certificate of occupancy, provided that all other requirements of issuance have been satisfied
- I. All timelines for submittals of Plans and completion of the Renovation Project shall at all times be subject to permitted delays (without penalty) which prevents Licensee from performing an obligation under this the Agreement, as modified by this Addendum, and is beyond the reasonable control of the Licensee including, without limitation (collectively “Force Majeure Events”): (a) acts of God, including natural catastrophes such as flood, earthquake, tidal wave, volcanic eruption, or tornado, (b) acts of war or terrorism, (c) civil commotions, (d) moratorium on the issuance by any applicable governmental authority (including the Village) of any licenses, permits or other governmental approvals, (e) public health crises including, pandemics (including COVID-19) and epidemics, (f) fire or other casualty, and (g) other similar causes beyond the reasonable control of Licensee.

Section Three – Amendments to Agreement

This Section Three is conditioned upon, and shall not become effective until, the Village Board passes a Resolution accepting the improvements made to the Property and Licensee tenders unto the Village the Bill of Sale after Completion of the Renovation detailed in Section Two, above.

- A. In accordance with Article XVIII of the Agreement, the Parties to this Addendum hereby agree to the following:
 - 1. Term. The Agreement shall be in effect for twenty (20) years with two (2) optional five (5) year extensions allowed and at the sole discretion of Licensee, so long as Licensee is in good standing and not in violation of any terms of the Agreement, beyond all applicable notice, grace and cure periods as set forth in the Agreement, as modified by this Amendment.
 - 2. Early Termination.
 - i. The Village shall have the authority, in its sole discretion, to terminate the Agreement without cause after ten (10) years and pay Licensee three (3) times their average annual revenue of the previous five (5) years minus the 15% food and beverage and 5% venue fees.
 - ii. The Village shall have the authority, in its sole discretion, to terminate the Agreement without cause after fifteen (15) years and pay Licensee two (2) times their average annual revenue of the previous five (5) years minus the 15% food and beverage and 5% venue fees.
 - iii. The Village shall have the authority, in its sole discretion, to terminate the Agreement without cause after twenty (20) years and pay Licensee one (1) time their average annual revenue of the previous five (5) years minus the 15% food and beverage and 5% venue fees.

3. **Abeyance of Monthly Fees.** For the first two years after the renovation is complete, the monthly Minimum Fees will be held in abeyance. Upon the two-year anniversary of the renovation completion, Licensee will commence with repaying the Village of Oak Brook the Fees for the first two years with quarterly installments of \$30,000.00 for two years to satisfy the amount owed of \$240,000.00 without interest accumulation during the abeyance plus the then-effective Minimum Fees of \$10,000.00 per month.
4. **Minimum Fee.** The Minimum Fees Licensee shall pay unto the Village for the Premises will be frozen at \$10,000.00 per month for ten (10) years upon completion of the Renovation Project, after which the Minimum Fees shall increase annually at the CPI-U (year end) rate or \$500.00 per month, whichever is greater.
5. **Additional Fees & Sales Tax.** The Village will receive 15% food and beverage fees for all events booked at the Property. The Village shall receive all sales taxes for events both on and off the property as well as a total of 1.5% of all food and beverage sales associated with all outside catering services with preparation thereof occurring from the Property. The Village will receive 5% of all venue fees associated with utilizing the Property for events.
6. **Cure of any Violations.** For any violations or other failure to perform or other obligations under the Agreement, as modified by this Addendum, except the failure to open the pool facilities on time as specified, Licensee shall have thirty (30) days after written notice from Village to cure such violation or failure to perform; or, if such violation or failure will reasonably require longer than thirty (30) days to cure, if Licensee will commence to cure the same within (30) days after written notice from Village and Licensee continuously prosecutes the curing of the same to completion with due diligence, then Licensee shall not be deemed in violation of the Agreement. Under no circumstances shall any cure period provided hereunder be permitted to extend beyond ninety (90) days after written notice from the Village to cure any violation regardless of the nature of such.
7. **Miscellaneous.**
 - i. Licensee acknowledges that it shall be solely responsible for all costs and expenses related to the Renovation Project inclusive of, but in no way limited to, the costs related to the preparation of any Plans, materials, or construction, and agrees there is no expectation of the Village to financially contribute to the proposed project in any way whatsoever. Notwithstanding the foregoing, should the Village approve the Plans once submitted by Licensee, and due to the unique circumstance of the Renovation Project being entirely funded by Licensee to improve Village-owned property pursuant to the terms of the License Agreement, the permit fees and costs related to the approved Plans shall be calculated in accordance with the provisions of Village Code, but shall not exceed a total of one-hundred thousand dollars and no cents (\$100,000.00).
 - ii. Except as expressly set forth herein Licensee understands and acknowledges that the Village makes no representation to the underlying condition of the Property or any of its existing improvements. In accordance with the Agreement, Licensee has accepted the Property in its "AS IS" condition without any agreements, representations, understandings or obligations on the part of the Village except as expressly set forth herein. Licensee shall be solely responsible for performing its own due diligence on the condition of the Property and its current improvements to determine if the proposed Renovation Project is feasible. Licensee further agrees the Village shall not be responsible for the repair, replacement or modification of any deficiencies, malfunctions or mechanical defects on the Property or to any improvements thereon, including but not limited to the material, workmanship or mechanical components of the structures, foundations, roof, heating, plumbing, electrical or sewage system, drainage or moisture conditions, air conditioning, hot water heater, appliances, or damage by the presence of pests, mold or other organisms. In allowing for

Licensee to make the improvements to the Village's Property as described herein, the Village makes no representation or warranty to Licensee, either express or implied, as to the condition of the Property or the suitability of the Property for Licensee's proposed Renovation Project except as expressly provided herein. Notwithstanding the foregoing, Village hereby represents to Licensee that as of the date hereof, to the Village's current knowledge: (i) Village has not issued and has not received any notices from any written governmental agency alleging that any portion of the Property is currently in violation with any applicable laws; and (ii) Village is not aware of the presence of any hazardous materials located at any portion of the, including, without limitation, asbestos.

- iii. Licensee, his heirs, executors, administrators, agents, representatives, attorneys, assigns, and/or any other persons claiming through Licensee (all of whom shall be deemed included in the term "Licensee" for purposes of this Section's release and waiver of claims), agree to release and covenant not to sue the Village, its officials, officers, administrators, employees, agents, representatives, attorneys, and/or assigns (all of whom shall be deemed included in the term "Village" and alternatively the "Released Parties" for purposes of this Section's release and waiver of claims) regarding the claims they have or might have, whether known or unknown, as of the time Licensee executes this Addendum. By way of explanation, but not limiting their completeness, Licensee hereby fully, finally, and unconditionally releases, forever discharges, and covenants not to sue the Released Parties from and for any and all claims, causes of actions, liabilities, disputes, demands, damages, agreements, contracts, obligations, promises, debts, and/or accounts of any kind or any nature, whether currently known or unknown, for any damage, loss, or injury of or relating to the Renovation Project, as described herein, which Releasor has or ever had or may have in the future against Village.
- iv. Licensee will offer a 50% venue fee discount for all confirmed Village residents for booked events Monday – Thursday.
- v. Licensee is forbidden at any time from subleasing, licensing, or conferring any rights whatsoever for the renovated Oak Brook Manor to any third party, except in connection with the offering banquet events and activities as permitted under the Agreement to Licensee's customers and invitees.
- vi. Special Events. The Village will continue to have the right to use the facility and the corresponding parking lots at the Taste of Oak Brook annual event, usually July 3rd of every year. The Village will continue to have the right to use the facility and the corresponding parking lots the day of the Special Olympics Polar Plunge annual event, usually March in of every year.
- vii. Licensee will be solely responsible for the care, maintenance and upkeep of the interior to include preventive maintenance and repair of all equipment, building mechanical systems, furnishings and supplies within the Club and the curtilage of exterior of the facility minus areas associated with the pool entry and perimeter. Village shall be solely responsible for any maintenance and upkeep of any and all outdoor areas of the Property (including the pool, pool deck, landscaping, and snow plowing..
- viii. Licensee will provide designated employees of the Village of Oak Brook with access to financial records to include administrator access to any electronic point of sale system.
- ix. Licensee will have exclusive access and use of all interior locations as well as the exterior patio area(s) and open spaces just north of the club to hold ceremonies/weddings etc. near the pond.
- x. Internet access and accompanied cost will be the sole responsibility of Licensee.

- xi. Employees of Licensee will park within the enclosed docking area on the south side of the Club or on the far east side of the Bath and Tennis Club parking lot near Tennis Courts 7 and 8.
 - xii. Licensee has the authority to use photographs of the Club in any advertisements to promote the location and services.
 - xiii. Attached hereto, as Exhibit C, is a map of the Property depicting the Licensed Area and Premises, post-Renovation Project which shall amend and replace the exhibits to the Agreement setting for the Licensed Area and Premises, where applicable.
 - xiv. Except for items that have been permanently affixed to the Premises, the parties agree that all personal property, inventory, equipment and fixtures installed by Licensee upon the Project shall be owned by Licensee.
 - xv. Licensee will communicate collaboratively with the Village of Oak Brook and Premier Athletics to help alleviate or forecast parking concerns at or near the Club during scheduled events (i.e. wedding, soccer tournaments and community pool events scheduled on the same day).
- B. To the extent that there is conflict between the terms of the Agreement with the terms contained in this Addendum, the terms set forth herein shall prevail.

Section Four – General Provisions

- A. This Addendum shall be binding on the parties, hereto, their heirs, successors and assigns.
- B. The Parties agree and understand that all terms and conditions of the Agreement shall remain in full force and effect at all relevant times except as otherwise specifically conditioned or modified in accordance with the terms of this Addendum.
- C. This Addendum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.
- D. This Addendum may be amended only in writing with approval of both the Village and Licensee.
- E. This Addendum shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason, such invalidation shall not render invalid other provisions that can be given effect without the invalid provision.
- F. The Parties hereto acknowledge and agree they have had the opportunity to carefully review the terms of this Addendum and/or have it examined by an attorney if so desired. The Parties hereto are entering into this Addendum voluntarily and represent that the undersigned individual is a duly authorized representative of its respective Party hereto, to effectuate the binding nature of this Addendum by way of execution.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, on the Effective Date provided herein, the undersigned duly authorized representatives of the Village and the Licensee have caused this Addendum to be executed.

**VILLAGE OF OAK BROOK,
AN ILLINOIS MUNICIPAL CORPORATION**

By: _____

Its: _____

Date: _____

ATTEST:

Village Clerk

Date

IN WITNESS WHEREOF, on the Effective Date provided herein, the undersigned duly authorized representatives of the Licensee have caused this Addendum to be executed.

CHIC CHEF CATERING
an Illinois limited liability company

By: _____

Title: _____

Date: _____

STATE OF _____)

) SS:

COUNTY OF _____)

On this ____ day of _____, 202_, before me, the undersigned, a Notary Public in and for the state of _____, personally appeared _____, to me known, who, being by me duly sworn, did depose and say that he is the _____ of Chic Chef Catering, Inc., that he signed the foregoing Addendum on behalf of the said entity as his free and voluntary act and the free and voluntary act and deed of the of the same.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal in the county and state aforesaid, the day and year first above written.

Notary Public
(Seal)

My Commission Expires: _____

EXHIBIT A
ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEMENT (this "Assignment") is made and entered into as of the date last signed below (the "Effective Date") by and between Chic Chef Catering, Inc., an Illinois Corporation with its principal place of business at 1000 Pauley Dr., Elk Grove Village, IL 60007 (the "Assignor"), and OAKBROOK EVENTS, LLC, an Illinois limited liability company, with its principal place of business at 1000 Pauley Dr., Elk Grove Village, IL 60007 (the "Assignee"); with acknowledgment from the Village of Oak Brook, a municipal corporation organized under the laws of the State of Illinois with its principal place of business at 1200 Oak Brook Rd, Oak Brook, IL 60523 (the "Village"). Both the Assignor and Assignee each individually a "Party" and collectively the "Parties" hereto, state the following:

RECITALS:

WHEREAS, Assignor is the Licensee under that certain License Agreement by and between The Village of Oak Brook and Chic Chef Catering, Inc., dated 12/13/2023 (the "Agreement"), relating to the licensing rights for certain real property owned by the Village commonly known as 800 Oak Brook Road, Oak Brook, IL 60523, which property is more specifically described in the Agreement (the "Property"); and

WHEREAS, the Assignor desires to assign the said Agreement and all right, title and interest of Assignor in and to the Premises and all fixtures, improvements and property of Assignor located thereon, to Assignee, with acknowledgement and acceptance by the Village of said assignment under certain terms, covenants and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual provisions contained herein, and other good and valuable considerations in hand paid, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby grants, conveys, transfers, assigns and sets over to Assignee all right, title and interest in and to the Agreement and all right, title and interest of Assignor in and to the Premises, as defined by the Agreement, and all fixtures, improvements and personal property of Assignor located thereon Assignee agrees to have and to hold the right, title and interest of Assignor in the Agreement from Effective Date of this Assignment through the remaining term of the Agreement as set forth therein.
2. Assignee accepts the Assignment set forth herein and hereby assumes the performance of all terms, covenants, obligations and conditions imposed upon Assignor under the Agreement and the terms and provisions as set forth herein. Assignee shall assume all obligations of Assignor under the Agreement, accruing on and after the date hereof. Assignee hereby agrees to perform all of the terms, conditions, obligations and covenants under the Agreement as if the Licensee originally named therein. Assignee shall comply with all obligations under the Agreement and terms and provisions as set forth herein, and hereby agrees to be bound by the terms and conditions of the Agreement as if a party thereto. All references to "Licensee" under the Agreement for covenants and obligations under the Agreement commencing from and after the date hereof shall refer to Assignee.
3. In the event that Assignee fails to meet any of the obligations provided in the Agreement, Assignor and Assignee shall be held jointly and severally liable thereunder.
4. Each Party hereby represents and warrants to the other Party that it has the full legal power, authority and right to execute and deliver this Assignment and to perform its covenants, duties and the obligations pursuant to this Assignment, that this Assignment has been duly authorized as required by law and that no consent of any person, entity or governmental authority is required to make this Assignment binding upon such Party.
5. Each Party hereby agrees to take such further actions and execute and deliver such further documents, instruments and agreements as may be reasonably required to carry out the intent of this Assignment.

6. This Assignment and the rights and obligations of the Parties hereunder are to be governed by and construed and interpreted in accordance with, the laws of the state of Illinois applicable to contracts made and to be performed wholly within Illinois, without regard to choice or conflict of laws rules.
7. This Assignment shall extend to and be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
8. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute and be taken as one and the same instrument.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, on the Effective Date provided herein, the undersigned duly authorized representatives of the Assignor have caused this Assignment to be executed.

ASSIGNOR

CHIC CHEF CATERING
an Illinois limited liability company

By: _____

Title: _____

Date: _____

STATE OF _____)

COUNTY OF _____) **SS:**

On this ____ day of _____, 202_, before me, the undersigned, a Notary Public in and for the state of _____, personally appeared _____, to me known, who, being by me duly sworn, did depose and say that he is the _____ of Chic Chef Catering, Inc., that he signed the foregoing Assignment on behalf of the said entity as his free and voluntary act and the free and voluntary act and deed of the of the same.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal in the county and state aforesaid, the day and year first above written.

Notary Public
(Seal)

My Commission Expires: _____

My Commission Expires: _____

FURTHERMORE, Village hereby acknowledges and accepts the assignment herein, subject to all the terms, amendments, conditions and limitations herein, and understands that all references to “Licensee” under the Agreement, as commencing after the date hereof shall mean and refer to Assignee.

VILLAGE OF OAK BROOK,
An Illinois Municipal Corporation

By: _____

Its:_____

Date: _____

ATTEST:

Village Clerk

Date

EXHIBIT B

FORM BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that _____, (the "Licensee") in consideration of One Dollar and other valuable consideration does hereby grant, sell, transfer and deliver unto the VILLAGE OF Oak Brook, a Municipal Corporation in DuPage and Cook County, Illinois (the "Village"), the following goods chattels and other items of property related to the Renovation Project described FIRST ADDENDUM to the LICENSE AGREEMENT dated _____ that have been permanently affixed to the Premises, namely:

ONE: Each and every part and item of a system of

TWO: Each and every part and item of a system for

THREE: Each and every part and item of a system for

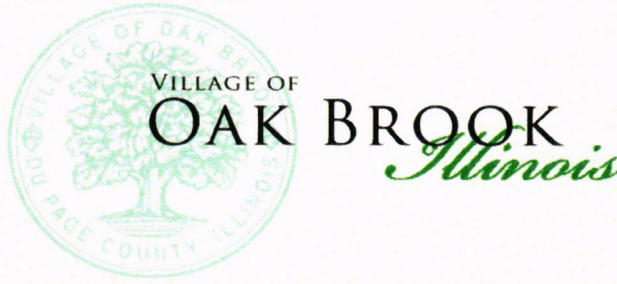
SPECIFICALLY EXCLUDED by this Bill of Sale are the personal property, inventory, equipment and fixtures installed by Licensee upon the Project, which shall be owned by Licensee.

The object of this Bill of Sale is to grant, sell, transfer and deliver to the Village, with the exceptions noted, the ownership in all items of personality which comprise the improvements made or installed by the Licensee to date within the VILLAGE.

The Licensee does hereby covenant it is the lawful owner of the afore described goods, chattels and personality; that such items are free from all encumbrances; that the Licensee has the right to sell the same as aforesaid; and that the Licensee warrants and will defend the same against the lawful claims and demands of all persons; and that the execution of this Bill of Sale is an authorized act of said corporation, individual or partnership.

EXHIBIT C

REVISED MAP OF PROPERTY



ITEM 10.A.14

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

AGENDA ITEM

Regular Board of Trustees Meeting
of
December 12, 2023

SUBJECT: Bath and Tennis Clubhouse Food and Beverage Management Licensing Services Agreement

FROM: Joseph P. Mitchell, Assistant Village Manager 

BUDGET SOURCE/BUDGET IMPACT: The proposed Bath and Tennis Clubhouse Food and Beverage Management Leasing Services agreement would net a minimum of \$120,000.00 annually in rent for use of facility and 15% of all gross food and beverage sales from events hosted onsite. The Village of Oak Brook shall receive sales taxes associated with all outside catering services performed by Chic Chef whereupon any or all of the food is prepared at the Clubhouse.

RECOMMENDED MOTION: I move that the Village Board approve Ordinance 2023-SC-AG-CHIC-S-1686 an Ordinance Approving and Authorizing the Execution of a Licensing Agreement for the Managing of the Bath and Tennis Clubhouse Food and Beverage Management Licensing Services Agreement.”

Background/History:

At the October 10, 2023, Board of Trustees Meeting, the Village Board approved the “Authorization to Seek Bids or Proposals or Negotiate Contracts: Food and Beverage Management Leasing Services at the Bath & Tennis Clubhouse, Golf Club, and Poolside Café.”

Subsequent to that meeting, a Request For Proposals was disseminated through the Village website and a legal notice through the Daily Herald with a closing date and time of Thursday, November 2, 2023, at 2:00 P.M. A pre-submittal meeting and facility tour was held at 10:00 am on Friday, October 20, 2023, beginning at the Bath and Tennis Clubhouse, 800 Oak Brook Road whereupon five (5) interested parties participated.

The Village received four (4) proposals, three (3) proposals were for managing all three (3) locations and one proposal specifically requested to only manage the Golf and Poolside Café.

After careful and thorough review by staff, Chic Chef was chosen solely for Bath and Tennis Clubhouse Food and Beverage Management based on its award-winning service, Wedding Wire Couple's Choice Awards 2023 and The Knot, Best of Weddings 2023, and experience in catering and hosting special events. Currently, Chic Chef caters or hosts over two hundred and eighty (280) events per year. Additionally, Chic Chef proposed the highest lease price, \$10,000.00 per month and annual percentage of gross revenue for food and beverage of 15% to be paid to the Village for use of the Clubhouse. Further, Chic Chef will split the cost for utilities at the clubhouse equally (50%) with the Village if they exceed \$20,000.00. Chic Chef also agrees to be solely responsible for any interior maintenance, to include preventive maintenance and repair of all equipment, building mechanical systems, furnishings and supplies within the Clubhouse and cleaning.

Recommendation

Staff recommends that the Village Board approve Ordinance 2023-SC-AG-CHIC-S-1686 an Ordinance Approving and Authorizing the Execution of a Licensing Agreement for the Managing of the Bath and Tennis Clubhouse Food and Beverage Management Licensing Services Agreement.

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
NUMBER 2023-SC-AG-CHIC-S-1686

AN ORDINANCE
APPROVING AND AUTHORIZING THE EXECUTION OF THE
LICENSE AGREEMENT BY AND BETWEEN THE VILLAGE OF
OAK BROOK AND CHIC CHEF CATERING, INC.

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 12th day of December 2023

ORDINANCE NO. 2023-SC-AG-CHIC-S-1686

AN ORDINANCE
APPROVING AND AUTHORIZING THE EXECUTION OF THE LICENSE AGREEMENT BY
AND BETWEEN THE VILLAGE OF OAK BROOK AND CHIC CHEF CATERING, INC.

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

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

WHEREAS, the Village of each Village may fix the amount, terms, and manner of issuing and revoking licenses pursuant to 65 ILCS 5/11-60-1;

WHEREAS, the Village is the owner of certain real property located within its corporate boundaries commonly known as the Oak Brook Bath & Tennis Club (hereinafter the "Club") located at 800 Oak Brook Road, Oak Brook, IL 60523 (the "Property"), which is currently improved with various buildings and facilities including but not limited to a banquet hall, swimming pools, tennis courts, Catering areas, and social space;

WHEREAS, the Village has previously managed and operated the event planning and food and beverage catering services (the "Catering Services") at the Club;

WHEREAS, to alleviate the related administrative and management burdens, the Village desires to contract with a third-party to manage and operate the Club's Catering Services on a portion of the Property;

WHEREAS, Chic Chef Catering, Inc., (the "Licensee") is an Illinois Corporation with its principal place of business at 1000 Pauley Dr., Elk Grove Village, IL 60007 in the business of event planning, hosting, and food and beverage catering;

WHEREAS, Licensee desires to contract with the Village to manage and operate the Catering Services located on a portion of the Property, all in accordance with and subject to the terms and conditions of the License Agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Village is willing to grant the necessary rights and privileges to Licensee subject to the terms and conditions of said Agreement.

WHEREAS, the Corporate Authorities of the Village of Oak Brook deems it to be in the best interests of the Village and its residents to approve and consent to the License Agreement for the purposes referenced herein.

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

Section One – Recitals

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

Section Two – Approval of Agreement

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

Section Three – Authorization

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six - Acts of Village Officials

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

Section Seven – Effective Date

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

Section Eight - Publication

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

Section Nine – Conflict Clause

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

Section Ten – Saving Clause

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

Section Eleven – 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 12th day of December 2023.

Ayes: Trustee Jain, Manzo, Martin, Reddy, Tiesenga

Nays: Trustee Nagle

Absent: None

APPROVED THIS 12th day of December 2023.



LAURENCE E. HERMAN,
Village President

ATTEST:



NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Agreement]

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made as of the date last signed below (the "Effective Date"), between the Village of Oak Brook, a municipal corporation organized under the laws of the State of Illinois with its principal place of business at 1200 Oak Brook Rd, Oak Brook, IL 60523 (the "Village") and Chic Chef Catering, Inc., an Illinois Corporation with its principal place of business at 1000 Pauley Dr., Elk Grove Village, IL 60007 (the "Licensee"). Both the Village and Licensee each individually a "Party" and collectively the "Parties" hereto, state the following:

RECITALS

WHEREAS, the Village is the owner of that certain real property located within its corporate boundaries commonly known as the Oak Brook Bath & Tennis Club (hereinafter the "Club") located at 800 Oak Brook Road, Oak Brook, IL 60523 (the "Property"), legally defined in Exhibit A-1, attached hereto, and depicted in Exhibit A-2 attached hereto; which is currently improved with a number of buildings and facilities including but not limited to a banquet hall, swimming pools, locker rooms, tennis courts, catering areas, and social space;

WHEREAS, Chic Chef Catering, Inc., is an Illinois Corporation with its principal place of business at 1000 Pauley Dr., Elk Grove Village, IL 60007 in the business of event planning, hosting, and food and beverage catering;

WHEREAS, the Village has previously managed and operated the event planning and food and beverage catering services (the "Catering Services") at the Club;

WHEREAS, to alleviate the related administrative and management burdens, the Village desires to contract with a third-party to manage and operate the Club's Catering Services on a portion of the Property;

WHEREAS, Licensee desires to contract with the Village to manage and operate the Catering Services located on a portion of the Property, all in accordance with and subject to the terms and conditions of this Agreement; and

WHEREAS, the Village is willing to grant the necessary rights and privileges to Licensee subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. RECITALS

The Parties hereto acknowledge the accuracy of the foregoing recitals and do hereby incorporate them into this License Agreement by reference as if they were fully set forth in this Article I.

ARTICLE II. DEFINITIONS

The Parties hereto acknowledge and agree the following terms shall have the meanings provided below throughout this Agreement:

- A. **Licensed Premises.** The Village, in reliance upon and in consideration of the representations, warranties, covenants and conditions herein contained on the part of Licensee, hereby permits to Licensee, and Licensee hereby hires and takes of and from the Village for the Term, as hereinafter defined, and upon the provisions, covenants and conditions herein set forth, that certain area of the Club on the Property (the "Premises") to operate the respective Permitted Uses, as hereinafter defined, in substantial conformance with the approximated outline as depicted on Exhibit A-3 attached hereto and incorporated herein by reference. The areas of the Property that is excluded from the licensed Premises provided for herein will be used and maintained by the Village and/or other contracted party.
- B. **Catering Area.** The general areas of the Licensed Premises where the Catering Facilities, as hereafter defined, exist. See Exhibit A-3 attached hereto and made a part hereof for a depicting of the specific locations on the Property at which Catering operations may be conducted as a food and beverage service provider (the "Catering Area"). All structures, stands, carts, signs and/or vehicles shall be provided by Licensee at its sole cost and expense and shall be constructed in accordance with or otherwise comply with the design and sign criteria adopted by the village and in effect from time to time.
- C. **Banquet Area.** The general areas of the Licensed Premises where the Banquet Facilities, as hereafter defined, exist. See Exhibit A-3 attached hereto and made a part hereof for a depiction of the specific locations on the Premises at which the Parties agree banquet events and activities may be conducted in accordance with the terms provided herein and upon mutual agreement by the Parties on a case by case basis. Licensee understands and acknowledges that the Village will have priority to host the specific Special Events provided in Exhibit D and Licensee shall coordinate with the Village to avoid any conflicts around each specific Special Event. In the event the Village desires to host or use a portion of the Property for Village sponsored events not listed in Exhibit D, the consent of Licensee shall not be unreasonably withheld.
- D. **Licensed Area.** The Licensed Area shall mean the licensed Premises in its entirety, but also refer to those areas within the Premises that are not specifically detailed in the collective Exhibit A, but may exist in a less than permeant manner as required to operate the Club or accommodate for any future written agreements between the Parties to modify the specified areas as needed.
- E. **Payment of Fees.** All checks payable hereunder to the Village are payable to: "The Village of Oak Brook" and sent to 1200 Oak Brook Rd, Oak Brook, IL 60523 to the attention of the Director of Finance.
- F. **Term.** The initial term of this Agreement shall begin on the Effective Date and expire three (3) years following the date of February 1, 2024 (the "Term"). The provisions of this Agreement shall remain in full force and effect throughout the entire Term and any optional Extension Period, as defined herein, unless terminated earlier pursuant to this Agreement. Licensee shall have the option to extend (each an "Option") the Term for two (2) additional consecutive periods of two (2) years each (each Option representing a distinct "Extension Period") upon all terms and conditions of this Agreement, except that Licensee shall have no further right to extend the Term after the second Extension Period, and the Minimum Fee and the Percentage Fee shall be increased in accordance with the Fee Structure, attached hereto and incorporated herein as Exhibit B. An Option may be exercised only by Licensee giving the Village irrevocable and unconditional written notice thereof no later than three (3) months before the commencement of the applicable

Extension Period. Said exercise shall, at the Village's election, be null and void if Licensee has failed to faithfully, diligently and consistently comply with all obligations under this Agreement during the Term or an Extension Period, as the case may be, or if Licensee is in default under this Agreement at the date of said notice or at any time thereafter and prior to commencement of said Extension Period. If Licensee shall fail to exercise an Option in accordance with the terms hereof, said Option shall terminate and be null and void. Licensee's exercise of an Option shall not operate to cure any default by Licensee of any of the terms or provisions in this Agreement, nor to extinguish or impair any rights or remedies of the Village arising by virtue of such default. If this Agreement or Licensee's right to possession of the Premises and/or any other area located on the Property shall terminate in any manner whatsoever before Licensee shall exercise an Option, or before the commencement of the applicable Extension Period or if Licensee shall have assigned this Agreement (without the written consent of the Village); in whole or in part, or subleased or sublicensed all or any portion of the Premises (without the written consent of the Village) before Licensee shall have exercised the applicable Option, then immediately upon such termination, sublease, sublicense or assignment, the Options shall simultaneously terminate and become null and void. If the Term shall terminate for any reason prior to the expiration of the initial Term or first Extension Period, in the case of the second Option, then the Options shall become null and void, whether or not it has been previously exercised. Time is of the essence of this provision.

- G. Times of Operation. See Exhibit C attached hereto and made a part hereof for specific operating dates, hours of operation, and prohibitions on operation relating to the licensed areas that are subject to this Agreement.

Licensee agrees to continuously operate and conduct its business from the Premises and License Area during the minimum periods required above for the uses permitted hereunder in a first-class, professional and businesslike manner consistent with reputable business standards and practices such that the reputation of the Property is developed and enhanced and the Additional Fees are maximized. Without limiting the foregoing, Licensee shall keep the Premises and License Area adequately staffed with well trained personnel for efficient first-class service. Licensee agrees that the foregoing obligations go to the essence of the parties' agreement hereunder.

- H. Permitted Use. Licensee shall be authorized and permitted to use the Premises and Licensed Area(s) to operate and manage a food and beverage catering business with event planning and hosting components including Catering Services both on-premises within the Banquet Area as well as off-premises at the desired location of Licensee's clients (the "Catering Event Activities"). Licensee will perform the food and beverage preparation activities utilizing the existing commercial kitchen within the Catering Area (the Catering Area and commercial kitchen areas may also referenced as the "Catering Facility" or "Catering Facilities"). Licensee will perform the event planning, and when applicable for on-premises events, hosting activities, within the delineated Banquet Area and surrounding ancillary guest areas (collectively the "Banquet Facility" or "Banquet Facilities").
- I. Minimum Fee. Unless otherwise provided for or otherwise mutually agreed by the Parties hereto, Licensee shall pay a minimum fee (the "Minimum Fee") in the amount of \$120,000.00 per year, payable in equal monthly installments of \$10,000.00. Such monthly payments shall be due on the first (1st) day of each month throughout the entire Term and any Extension Period provided herein. The first payment of the Minimum Fee shall be due February 1, 2024. Upon Licensee exercising its Option to extend the Term of this Agreement for any Extension Period, the Minimum Fee shall increase in accordance with the schedule provided within Exhibit B.

- J. Additional Fees. In addition to the above Minimum Fee, throughout the Term and any optional Extension Period thereafter, Licensee shall pay, or cause to be paid, to the Village, where applicable: (i) the associated Sales Tax for all Catering Event Activities, as hereinafter defined; and (ii) a Percentage Fee of Gross Sales, as hereinafter defined, resulting from any product or service offerings relating to the Permitted Use of the Premises, in accordance with the schedule provided in Exhibit B.
- K. Catering Event Activities. Any "Catering Event Activities" shall mean all business activities conducted by Licensee that in any way utilize the use of the Premises and its related Catering Facilities or Banquet Facilities, regardless of whether any catering service or event is hosted or performed on-premises at the Property, or off-premises at a remote location. In the event the Licensee engages with any client or unrelated entity for the performance of any Catering Event Activities off-premises, Licensee agrees and acknowledges that the Point-of-Sale shall be the Village of Oak Brook. All agreements signed by clients with Licensee shall be executed in Oak Brook at the Club. Licensee will set a date and time with the clients so all parties can meet at the Club. The parties hereto understand that Licensee may have to collect or be reimbursed the sales tax derived from the sale, therefore, Licensee hereby understands and agrees that any sales tax derived from contracts entered into in the Village of Oak Brook shall be paid to the Village immediately upon collection of said sales tax.
- L. Other Charges:
Licensee shall be responsible for 50% of the aggregate cost of the following utility services that exceeds \$20,000.00 in any calendar year during the enactment of this agreement:
- i. electricity
 - ii. water
 - iii. gas
 - iv. trash removal
- M. Other Expenses:
Licensee shall be solely responsible for all costs and expenses in performing its obligations under this Agreement, including but not limited to any and all operational costs of providing food and beverage services and shall specifically include costs and expenses of management, labor, supplies, materials, and food and beverage products. Licensee shall be solely responsible for all costs and expenses related to point-of-sale operations. Licensee shall be responsible, at its sole cost and expense, for arranging, providing, and funding the care and maintenance of kitchen and bar support services, including point of sale and inventory software and hardware, grease traps, beer and soda lines, CO2 systems, pest control, dish cleaning machines, fryer and range hood care and cleaning. Licensee shall be responsible, at its sole cost and expense, for any desired cable or satellite television expenses. Licensee shall be solely responsible for sourcing its own internet service connection and any costs or expenses related to the installation, maintenance, or use of such internet service.
- N. License Fees. Licensee shall be responsible for obtaining, and maintaining, the applicable business and liquor licenses from the Village at all times throughout the Term of this Agreement.
- O. Performance Deposit. Licensee, concurrently with the execution of the this Agreement, shall deposit in advance with Village, the sum of equal to one month's Minimum Fee in the form of a Performance Deposit as security for the full and prompt performance by Licensee of all of its obligations hereunder, which sum may be applied by Village for the purpose of any default or defaults of Licensee under this Agreement including the costs to cover any lost or damaged Equipment, less normal wear and tear, upon Termination.

P. Equipment.

- i. Use of Village Equipment. Within 30 days after the execution of this Agreement, the Licensee shall review the list of food and beverage related equipment, furnishings, and other personal property, attached hereto and incorporated herein as Exhibit E, that is located on the Licensed Premises (the "Village's Equipment" or "Equipment") and shall identify such Equipment that it desires to use for its operations. The Licensee may use the Village's Equipment at no cost to the Licensee but shall be responsible for maintaining, repairing or replacing the Village's Equipment at its sole cost. Use of the Village's Equipment shall not entitle the Licensee to any ownership or leasehold interest in said Equipment. The Village shall have the option of removing and/or storing on the Licensed Premises any Village Equipment that the Licensee opts not to use.
- ii. Condition of Village's Equipment. The Licensee acknowledges and agrees that it has inspected the Village's Equipment. The Licensee acknowledges and agrees that no representations as to the condition of the Village's Equipment have been made and no agreements or promises to repair or replace the same have been made by the Village prior to execution of this Agreement that are not herein expressed. The Licensee agrees to use the Village's Equipment in "AS IS" condition. Upon expiration or termination of this Agreement, the Licensee agrees to return the Village's Equipment to the Village in good working condition, normal wear and tear excepted.
- iii. Licensee's Equipment. The Licensee shall purchase and/or provide at its own cost and expense the equipment necessary to exercise its rights and perform its obligations under this Agreement that is not already being provided by the Village (the "Licensee's Equipment"). The Licensee's Equipment shall be delivered, operated, stored and maintained at the Catering Facility and if such is required to be permanently affixed to the Property, shall become the property of the Village upon expiration or termination of this Agreement. The Licensee shall execute a bill of sale for conveyance of the Licensee's Equipment to the Village, free and clear of all liens and encumbrances, upon expiration or termination of this Agreement.

Q. Gross Sales. The term "Gross Sales" as used herein means the total amount in dollars of the actual sales price, whether for cash, credit, in-kind goods or services or otherwise, of all revenues derived from Licensees use of the Premises and operation of the Catering Facility.

R. Operating Season. Licensee agrees to operate and/or perform the Catering Event Activities throughout the calendar year, subject to the time or dates during such period when Licensee is excused or prohibited from operating, as set forth in Exhibit C attached hereto.

S. Law. Any reference to the "Law" or "Laws" shall mean all federal, state, county and local governmental and municipal laws; statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements, applicable equitable remedies and decisions by courts in cases where such decisions are binding precedents in Illinois and decisions of federal courts applying the laws of Illinois at the time in question.

T. Parking Area. Licensee shall work with the Village in establishing and implementing a parking plan for scheduled events at the Club to ensure adequate parking and pedestrian access for the attendees of such events and the patrons of other surrounding Village facilities. For scheduled weddings and other large-scale events hosted at the Club, Licensee shall be responsible for securing additional off-site parking sufficient to accommodate the anticipated attendees at Christ Church through an agreement between Christ Church and Licensee. Licensee shall be responsible

for arranging for Oak Brook Police Department personnel to assist attendees crossing over 31st Street from Christ Church to the Club. Licensee shall be responsible for reimbursing the Village for all such costs associated with this crossing assistance at the Village's published rates. Licensee shall comply with the parking plan established by the Village for all scheduled events at the Club.

- a. Change of Control. A "Change of Control" shall be deemed to have occurred if any of the following events take place: (i) Acquisition: Any individual, entity, or group of related individuals or entities, whether acting together or separately, acquires beneficial ownership of more than forty-nine percent (49%) of the outstanding voting securities or equity interests of the Licensee, thereby obtaining control over the Licensee; (ii) Merger or Consolidation: The Licensee is a party to a merger, consolidation, or any other similar transaction, where the Licensee is not the surviving entity, resulting in a change in the majority ownership or control of the Licensee; or (iii) Sale of Assets: The licensee sells, transfers, or otherwise disposes of a significant portion of its assets, leading to a change in the majority ownership or control of the Licensee.

ARTICLE III.

LICENSE, PREMISES, LICENSE AREA, USE, AND TRADE NAME

The Village, in consideration of the payment of the Fees (as hereinafter defined), hereby grants the privilege to Licensee to operate a non-exclusive License in the defined Premises subject to the terms contained in this Agreement. Licensee accepts the Premises and the License Area(s) in its "AS IS" condition without any agreements, representations, understandings or obligations on the part of the Village to perform any alterations, repairs or improvements, except as may be specifically provided to the contrary herein. The Premises and the License Area shall be used only for the purposes set forth herein. Licensee shall operate its business at the Premises and the License Area under the general trade name of "_____" and shall not change its trade name without the prior written consent of the Village which the Village may withhold in its sole and absolute discretion. Modifications, whether permanent or temporary in nature, of the Premises and the License Area shall be made upon only written approval from the Village.

ARTICLE IV.

FEES AND REPORTS

A. Fees.

Minimum Fees, Additional Fees and all other fees and charges due under this Agreement are hereinafter collectively referred to as "Fees". Licensee shall pay Minimum Fees and Additional Fees to the Village in the amounts and at the times set forth herein. Failure of Licensee at any time to pay the amounts required under this Agreement shall entitle the Village to cause Licensee to cease operations either temporarily or permanently without forfeiting the Village's rights to collect all past and future Fees owing and without such action constituting a termination of this Agreement; provided, however, that if Licensee cures such failure within thirty (30) days after written notice from the Village, then the Village shall not exercise its right to cause Licensee to cease operations.

For each calendar year throughout the Term of this Agreement, Licensee warrants that the point of sale for all Catering Event Activities shall be at the Property within the Village of Oak Brook. Accordingly, Licensee shall accurately report, pay, or cause to be paid, where applicable, the Sales Tax referenced in Exhibit B, to the Village or other appropriate governmental agency in a timely manner.

For each calendar month throughout the Term of this Agreement, Licensee shall pay to the Village a Percentage Fee of Gross Sales and revenues received within thirty (30) days following the end of said month.

B. Reports.

Throughout the duration of this Agreement Licensee shall keep accurate business records and submit to the Village a detailed monthly report (the "Monthly Report"); and, Licensee shall provide the Village access to its point of sale systems and software. Licensee shall submit each Monthly Report within ten (10) business days following the end of the month said Monthly Report is being submitted for to meet the requirements provided herein. Each Monthly Report shall be certified by Licensee and in such form as will be designated by the Village from time to time, but in any case to include:

1. A breakdown of the number of events hosted on-premises vs. off-premises, occurring in the month that respective Monthly Report was prepared to represent;
2. The Gross Sales figures subject to the Percentage Fee, distinguishing between the Gross Sales derived from off-premises events, on-premises events, general Catering Event Activities, and any other component or transaction subject to the Percentage Fee occurring in the month that respective Monthly Report was prepared to represent;
3. Any other information requested by the Village to be included.

C. Other.

No later than January 30th following the end of each calendar year of the Term, Licensee shall deliver to the Village a statement, certified by Licensee's chief financial officer or a certified public accountant, of all Gross Sales for food and beverage for the said calendar year, and if the amount already paid by Licensee on account of Percentage Fees for that year is less than the actual amount due, then Licensee shall pay the deficiency simultaneously with the submission of said statement. If the amount already paid by Licensee on account of Percentage Fees for that year is more than the actual amount due, then Village shall refund Licensee the overpayment within 30 days of the submission of said statement.

Licensee shall record all sales in accordance with generally accepted accounting practices and retain copies of all sales tax reports and maintain the following books and records: (i) summary of sales reports, (ii) bank statements, (iii) bank reconciliation statements, (iv) state and federal income tax returns; and (v) such other records or methods that would normally be kept pursuant to generally accepted accounting principles, or as the Village may reasonably require in order to determine Gross Sales hereunder. A separate bank account shall be maintained for all revenue from the Premises and the License Area and no funds from any other source shall be deposited in such account. Licensee shall preserve such records and make them available to the Village upon demand at the place such records are preserved. Licensee shall preserve its sales records for each year for at least three (3) years from the end of the applicable calendar year. Upon demand, Licensee shall furnish the Village copies of its sales tax reports for such months as the Village shall request. The Village, by itself or through its auditor or other designated representative, shall have the right upon fifteen (15) days' notice to Licensee to audit all pertinent books, records and tax returns of Licensee for the purposes of verifying statements of Gross Sales submitted by Licensee. Failure to comply with an audit request within fifteen (15) days of such request is a material breach of this Agreement. All expenses of any such audit shall be borne by the Village unless such audit shall disclose discrepancies in reported sales with respect to any statement submitted by Licensee of two and one-half percent (2 ½ %) or more in which case all expenses of such audit, including travel and related expenses, shall be borne by Licensee and be payable on demand. If any such audit shall disclose a deficiency in the payment of Percentage Fee, then such deficiency shall immediately become due and payable with interest per annum at three percent (3%) plus the prime rate as published on the first day of the month in which payment is made as published in The Wall Street Journal or a similar publication or similar commercial rate of interest if the publication or prime rate shall no

longer exist, on the deficiency from the date such payment should have been made. If any such audit discloses discrepancies in reported sales with respect to any statement submit by Licensee of five percent (5%) or more, Licensee shall be in breach under this Agreement and the Village shall have the right to terminate is Agreement in addition to the rights set forth in this Paragraph.

The Village reserves the right to impose a late fee equal to the greater of (a) \$150.00 per late payment or (b) one and one-half percent (1 ½%) compounded monthly on any unpaid balance which remains fully or partially unpaid after the date due.

All payments made under this Agreement shall be sent to the Payment Address of Fees provided in Article II, by check or money order made payable to the Village. All bank service charges resulting from any bad checks shall be borne by Licensee.

ARTICLE V. TERM

The Term shall be for the period set forth in Article II hereof unless terminated prior to that time pursuant to the terms hereof. Throughout the entire Term of this Agreement Licensee shall be open for business in the Premises and the License Area during the entire respective Operating Seasons during all hours and on such days of the week as set forth herein, as the same may be modified from time to time by the Village. Licensee agrees that being open at the times and days aforesaid goes to the essence of the Parties' agreement hereunder and that the Village's remedies hereunder and at Law on account of Licensee's violation thereof may not be adequate. Licensee, therefore, agrees that should Licensee fail to host more than fifty events at the Banquet Facilities during the 2024 calendar year or less than 100 events annually during any subsequent calendar throughout the Term hereof, the Minimum Fee with respect to the following calendar year shall be increased to the sum of one hundred and fifty percent (150%) of the applicable sums as set forth herein. The liquidated damages provided in the previous sentence shall not be in lieu of the Village's other remedies hereunder or at law, and acceptance by the Village of such shall not be deemed an election or remedies or preclude the Village from seeking any other remedy permit the Village on account thereof. Permitting Licensee to continue operating the License shall in no way operate as a waiver on the part of the Village of any of its rights under this Agreement.

ARTICLE VI. TRANSFER OF RIGHTS UNDER AGREEMENT

Licensee agrees that it shall not give, sell, license, assign, sublet, permit, subcontract, sub-License or otherwise transfer its interest in this Agreement or rights or obligations under this Agreement without the express prior written consent of the Village, which consent may be withheld in the Village's sole discretion. Notwithstanding the foregoing, in the event of any dispute of the same, the Village shall never be deemed to have unreasonably withheld its consent if, in the judgment of the Village: (i) the transferee is of a character or engaged in a business which is not in keeping with the standards or criteria used by the Village in granting this Agreement; (ii) the financial condition of the transferee is such that it may not be able to perform its obligations under this Agreement; (iii) Licensee is in default under this Agreement; or (v) the Licensee lacks sufficient experience, in the opinion of the Village, in operating a the Permitted Uses of the type contemplated by this Agreement. The foregoing examples are not intended as an exhaustive list of reasonable reasons for the Village to withhold its consent; Any such transferee shall assume in writing all of Licensee's obligations and responsibilities under this Agreement, which written assumption shall be in the form and substance satisfactory to the Village. A Change in Control of Licensee or its parent shall be deemed a prohibited transfer hereunder. Any such purported transfer without the

consent of the Village shall be null and void and of no effect and, at the sole option of the Village, shall be grounds for termination of this Agreement.

ARTICLE VII. INSURANCE

A. Certificates of Insurance and Additional Insured Endorsement shall be presented to the Village within fifteen (15) days after the receipt by the Licensee of the Notice of Award and the unexecuted agreement, it being understood and agreed that the Village will not approve and execute the lease agreement until acceptable insurance certificates are received and approved by the Village.

B. Each Licensee performing any work pursuant to an agreement with the Village and each permittee working under a permit as required pursuant to the provisions of Title 1, Chapter 8 of the Code of Ordinances of the Village (hereinafter referred to as "Insured") shall be required to carry such insurance as specified herein. Such Licensee and permittee shall procure and maintain for the duration of the agreement or permit insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work under the agreement or permit, by either the Licensee, permittee, or their agents, representatives, employees, or subcontractors.

C. A contractor or permittee shall maintain insurance with limits no less than:

1. General Liability - \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, provided that when the estimated cost of the work in question does not exceed \$5,000 the required limit shall be \$500,000 and general aggregate of \$2,000,000;

2. Automobile Liability (if applicable) - \$1,000,000 combined single limit per accident for bodily injury and property damage;

3. Worker's Compensation and Employer's Liability - Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employer's Liability limits of \$1,000,000 per accident.

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

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

1. General Liability and Automobile Liability Coverage -

a. The Village, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Insured; premises owned, occupied, or used by the Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employee's volunteers, or agents.

b. The Insured's insurance coverage shall be primary insurance as respects the Village, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, volunteers, or agents shall be in excess of the Insured's insurance and shall not contribute with it.

c. 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.

d. The Insured's insurance shall apply separately to each covered party against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employer's Liability Coverage

a. The policy shall waive all rights of subrogation against the Village, its officers, officials, employees, volunteers, and agents for losses arising from work performed by the insured for the Village.

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

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

d. Each insured shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**ARTICLE VIII.
INDEMNIFICATION AND WAIVER**

Licensee will hold the Village and their respective officers, officials, managers, members, employees, partners, agents, directors, volunteers and such other persons as the Village may designate (individually an "Indemnatee" and collectively the "Indemnities") harmless and indemnify from all liability, liens, losses, judgments, costs, damages and expenses of whatsoever kind including reasonable attorneys' fees and costs, which may in any way be suffered by an Indemnatee or which may accrue against or be charged to or recovered from an Indemnatee by reason of or in consequence of the License granted, as aforesaid, or for or on account of any act or thing done or suffered or omitted to be done by Licensee under the authority or supposed authority of such grant. Licensee waives all claims against the Indemnities for injury to persons, damage to property or to any other interests of Licensee sustained by Licensee or any person claiming through Licensee resulting from any occurrence in or upon the Premises or the License Area, including, without limitation, any interruption in any utility services or any alleged failure to provide adequate security services; provided, however, that Licensee does not waive liability if due to gross negligence, gross misconduct and/or intentional acts by the Village, or their agents and employees. It is intended that this Article VIII shall survive the termination of this Agreement.

ARTICLE IX. LICENSEE COVENANTS

Licensee hereby warrants, represents and covenants to the Village as follows:

A. Licensee shall fully carry out all activities and provide all services as required by and limited by this Agreement and shall comply in all respects with this Agreement, including, without limitation, all Exhibits attached hereto.

B. Licensee shall be governed by, adhere to and obeying all respects all applicable Laws including, without limitation, the Village Code, including the any license ordinance as is now, or may be in effect from time to time during the Term and shall be responsible for obtaining any licenses or permits necessary to operate the License. Without limiting the generality of the effect of the foregoing, Licensee shall be governed by, adhere to and obey in all respects all Laws prohibiting discrimination against individuals and groups and all applicable Laws pertaining to prevailing wages. Further, Licensee, including all of its employees, servants, agents, and volunteers shall abide by and comply with all provisions of the Village of Oak Brook Code of Ordinances, resolutions, regulations, and policies as is now, or may be amended from time to time.

C. With respect to the sale, distribution or provision of food pursuant to this Agreement, Licensee represents and warrants that it is familiar with and shall specifically comply with any and all requirements for the operation of a food service establishment in accordance and compliance with the Village Code of Ordinances, as amended. Licensee shall make all necessary applications and obtain the necessary health and safety standard inspections and certificates as required.

D. Licensee shall not (i) permit or suffer any gambling at any time upon the Village property, (ii) permit improper or immoral conduct on the part of its officers, employees or licensees, (iii) permit handbills, leaflets or flyers of any kind, hawking or any other noises or disturbances designed to attract attention or to solicit trade or (iv) permit exclusive use of the Village Property.

E. Licensee shall ensure that no person(s), on the basis of sex, sexual orientation, religion, color, race, national origin, physical or mental handicap, ancestry, age, marital status, unfavorable discharge from military services or otherwise are subjected to discrimination in the use of the facilities to be provided by Licensee or to discrimination in employment decisions by Licensee.

F. Licensee shall make all necessary applications for a federal identification tax number, state sales tax number and a payroll tax number; and shall file all tax returns required by Law. Copies of these certificates and tax returns shall be forwarded to the Village.

G. Licensee shall be qualified to do business and shall maintain itself in good standing to do business under the applicable Law under which it conducts business.

H. Licensee shall not locate on the License Area any structure, stand, trailer, sign cart or vehicle of a permanent or temporary basis without first receiving prior written consent of the Village.

I. Licensee shall not make any alterations, additions or improvements, including the installation of all utilities ("Work"), to the License Area without the prior written consent of the Village, which may be withheld, in the Villages Sole discretion. Additionally, should Village consent to any Work, the Village reserves the right to impose requirements as a condition of such consent or otherwise in connection with

the Work, including without limitation, requirements that Licensee: (a) submit for the Village's prior written approval detailed plans and specifications prepared by licensed and competent architects and engineers, (b) submit for the Village's prior written approval the names, addresses and background information concerning all contractors, subcontractors and suppliers, (c) obtain and post permits, bonds, and additional insurance, (d) submit contractor, subcontractor and supplier lien waivers, (e) use union labor, and (f) comply with such other requirements as the Park District may impose concerning the manner and times in which such Work shall be done and other aspects of the Work. The Village may require that all Work be performed under the Village's supervision. If the Village consents or supervises, or recommends any suppliers, contractors, architects, or engineers, the same shall not be deemed a warranty as to the adequacy of the design, workmanship or quality of materials, or compliance of the Work with any Laws.

All Work shall be performed: (i) in a thoroughly first class, professional and workmanlike manner, (ii) only with materials that are new, high quality and free of material defects, (iii) strictly in accordance with plans and specifications approved by the Village in advance in writing, (iv) not to adversely affect the systems and equipment or the structure of the Catering Facilities, Banquet Facilities or other licensed areas of the Property, (v) diligently to completion and so as to cause the least possible interference with other users of the Property, and (vi) in compliance with all Laws and other provisions of this Agreement. If Licensee fails to perform the Work as required herein or the materials supplied fail to comply herewith or with the specifications approved by the Village, and Licensee fails to cure such failure within forty-eight (48) hours after notice by the Village (except that notice shall not be required in emergencies), the Village shall have the right to stop the Work until such failure is cured (which shall not be in limitation of the Village's other remedies and shall not serve to abate the Fees or Licensee's other obligations under this Agreement).

Licensee shall promptly pay for any Work done or material furnished by or on behalf of Licensee in or about the Licensed Premises and shall not permit or suffer any lien to attach to the Property or the related areas and Licensee shall have no authority or power, express or implied, to create or cause any lien, charge or encumbrance of any kind against the Property. Licensee shall keep the Property, Licensed Premises, the structures, and related areas related to this Agreement free from any mechanic's, materialman's or similar liens or encumbrances, and any claims therefor, in connection with any Work. Licensee shall remove any such claim, lien or encumbrance by bond or otherwise within twenty (20) days after notice by the Village. If Licensee fails to do so, the Village may pay the amount or take such other action as the Village deems necessary to remove such claim, lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid and costs incurred by the Village shall be deemed Additional Fees under this Agreement payable upon demand, without limitation as to other remedies available to the Village. Nothing contained in this Agreement shall authorize Licensee to do any act which shall subject the Village's title to the Property to any such liens or encumbrances whether claimed by operation of statute or other Law or express or implied contract. Any claim to a lien or encumbrance upon the Property arising in connection with any Work shall be null and void.

Licensee shall pay the Village any out-of-pocket costs, including the reasonable cost of any outside engineer, architect, or consultant, incurred by the Village in reviewing Licensee's plans and specifications and performing any supervision of the Work, and such fees as the Village may reasonably impose for utilities, trash removal, temporary barricades, and other matters in connection with the Work.

J. By entering into this Agreement, Licensee waives all rights, if any, under any ordinance, statute, Law (including common law) or regulation to administrative review of the decision to terminate this Agreement by the Village or any determination by the Village regarding the duties and benefits of this Agreement. The foregoing, however, shall not be deemed a waiver by Licensee of any other rights or remedies permitted under law in connection with any breach of this Agreement by the Village.

L. Licensee shall maintain enough stocked food, beverages and accessories for performing the Catering Event Services. All food and beverage items shall be purchased from reliable and reputable suppliers and, if required by law, all foods and beverages shall be approved by authorized governmental agencies. Food and beverage items shall be consistently high in quality and shall at all times be sanitary. Licensee shall have the capacity, resources, and personnel to fully execute the preparation and delivery of a full-service food and beverage menu within the Licensed Premises to include: (1) Unique and profitable menu created in consultation with the Village that can be prepared and served in a professional manner. The Village understands that menu selections and pricing are a core business component of the food and beverage business, and the Licensee will have the right and responsibility to set the final menu selections and pricing that serve the needs of Licensee's clients for Catering Services; (2) The menu must be able to accommodate patrons who have special diets and/or selective allergies. Menu ingredients need to be identified and consistent in their application; and (3) Licensee shall provide competitively priced catering menu and event packages that position both the Licensee and the Village for financial success, and that is also received as affordable to the target market using the Banquet facilities.

M. Licensee shall store all excess inventory and trash out of sight of the public and in accordance with any regulations or guidelines imposed by the Village.

N. Licensee shall keep the Premises in good working order, repair and condition (which condition shall also be clean, sanitary, sightly and free of pests and rodents, and which repairs shall include necessary replacements and capital expenditures and compliance with all Laws now or hereafter adopted). The Village agrees to cooperate reasonably with Licensee in connection with Licensee's efforts to keep the Premises free of pests and rodents. Licensee's obligations hereunder shall include, but not be limited to, Licensee's trade fixtures and equipment, storefront, entrances, signs, interior decorations, floor-coverings, wall-coverings, entry and interior doors, exterior and interior glass, fixtures, light fixtures and bulbs, keys and locks, fire extinguishers and fire protection and equipment and lines for water, sewer including free flow up to the common sew, HVAC, electrical, gas, steam, sprinkler and mechanical facilities, and other systems equipment which serve the Premises exclusively whether located within or outside the Premises, and all alterations and improvements to the Premises whether installed by the Village or Licensee. Any repairs or other work by Licensee hereunder shall be deemed "Work" as provided in this Article and shall be subject to all of the requirements thereunder, including the Village's prior written consent and approval. Licensee shall provide the Village with evidence that any Work required hereunder has been performed from time to time within five (5) days after the Village's request therefore.

O. Licensee shall maintain appearance of the License Area, picking up and disposing garbage and litter at all times, including policing of the License Area for litter at closing.

P. The Village, in its sole discretion, may permit, but not be obligated to allow Licensee to operate additional Licenses (i.e., Licenses other than those specifically granted for Licensee hereunder) during certain special events within or outside the License Area by entering into separate agreement(s) with Licensee subject to the rules and regulations established by the Village and this Agreement. Participation in special events is contingent upon Licensee remaining in good standing with the Village with respect to Licensee's fee obligations, insurance maintenance, health certification, and all other items required under this Agreement. Except for Licensee's rights specifically granted elsewhere in this Agreement, the Village reserves the right to terminate Licensee's participation in any special event at any time for any reason.

Q. Licensee has responded truthfully regarding its application pursuant to the selection process and/or with any other information it has heretofore furnished the Village.

R. Licensee agrees to work in good faith with the Village to identify practicable solutions to operating challenges not expressly addressed herein. Licensee shall appoint one qualified and readily available representative with authority to give and receive notices, materials and information and approvals under this Agreement and shall notify the Village in writing of such designated representative. Initially, Licensee's representative shall be _____ whose address is _____.

S. To the extent permissible by law, Licensee waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under this Agreement, including any claim by any employee of Licensee that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq., or any other related law or judicial decision. The benefit of such waiver being limited to the Village and other Villa departments and agencies, and no other person shall be a third-party beneficiary hereof and the Licensee reserves any rights it may have as to such third parties. The Village, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, or any other statute or judicial decision.

T. In the event any questions or disputes arise as to the meaning or application of any provision in this Agreement, the matter will be referred for consideration and resolution to the Village Manager (the "Manager"). The Manager will reduce his decision to write and mail or otherwise furnish a copy of it to Licensee. The decision of the Manager is final and binding on both the Licensee and the Village subject, however, to Licensee's right to appeal the decision of the Manager to the Circuit Court of DuPage County. Licensee must follow the procedures set out in this section and receive the Manager's final decision as a condition precedent to filing an appeal of the decision to the Circuit Court of DuPage County, in which case, the Licensee may obtain the court's determination of whether the Manager's final decision is in conformance with the terms and conditions of this Agreement.

U. Licensee represents and warrants that it is financially solvent; that it and each of its employees, agents and subcontractors of any tier are competent to perform its obligation under this Agreement; and that Licensee is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

V. Licensee represents that Licensee and to the best of its knowledge, any of its agents and subcontractors of any tier, are not in violation of the provisions of the Village Code, the Illinois Criminal Code, 720 ILCS 5/33E, as amended and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1, et seq.

W. Licensee hereby irrevocably submits itself to the original jurisdiction of courts located within the County of DuPage, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. If any action is brought by Licensee against the Village concerning this Agreement, the action must only be brought in courts located within the County of DuPage, State of Illinois.

X. Licensee and any assignee or subcontract of Licensee or any other parties claiming by, through or under Licensee must not charge any official, employee or agent of the Village personally with any liability or expenses of defense or hold any official, employee or agent of the Village personally liable under any term or provision of this Agreement or because of the Village's execution, attempted execution or any breach of this Agreement.

Y. Licensee must at all times exercise all reasonable care, comply with all applicable provisions of Laws to prevent accident or injuries, and take all appropriate precautions to avoid damage to and loss of its property, Village property and the property of third parties in connection with any pre-development, rehabilitation or construction work hereunder. Without limiting the effect of the foregoing, Licensee must report to the Village any damage on, about, under or adjacent to its property, Village property or the

property of third persons resulting from Licensee's performance under this Agreement. Licensee is responsible for any damage to Village property or the property of third parties due, in whole or in part, to Licensee's performance under this Agreement, and Licensee must remedy such damage to a reasonably acceptable standard.

Z. Licensee acknowledges that it has had a full opportunity to review and inspect the Premises and the License Area and is satisfied with the condition thereof Licensee's taking possession of the Premises shall be conclusive evidence that the Premises were in good order and satisfactory condition when Licensee took possession. No agreement of the Village to alter, remodel, decorate, clean or prove the Premises, License Area or the Property (or to provide Licensee with any credit or allowance for the same), and no representation regarding the condition of the Premises, License Area or the Property, have been made by or on behalf of the Village or relied upon by Licensee, except for the provision of customary gas utility lines stubbed to the Catering Premise as provided herein.

ARTICLE X. UTILITIES

A. The Village shall provide customary gas utility lines stubbed to the Catering Area. The Village will provide, install and maintain gas feeds reasonably sufficient to operate Licensee's equipment and business. Licensee shall install at its expense smoke detectors and other lifesaving equipment required by local or state code. If necessary, Licensee will provide, install and maintain a kitchen exhaust system within the Premises. Licensee will supply and install exhaust ductwork from the collars on Licensee's hoods to the Buildings exterior, including all fireproofing; outlets and other equipment and all hard wire and any voltage control interlocks between Licensee's exhaust system and the Village's make-up air system, fire control system and energy management system. To the extent that the Village does not provide such portion of the kitchen exhaust system as shall be required on the exterior of the Building, Licensee may install it as required by Law. The Village shall permit the installation of such service equipment and provide the support of its architects and contractors to Licensee at its own expense in order that Licensee may design and install an appropriate system.

B. Where applicable, Licensee shall: (i) make application in Licensee's own name for all utilities not provided by the Village, (ii) comply with all utility company regulations for such utilities, including requirements for the installation of meters, (iii) obtain such utilities directly from, and pay for the same when due directly to, the applicable utility company, and (iv) comply with all Laws with respect to obtaining and utilizing any utilities. The term "utilities" for purposes hereof shall include but not be limited to electricity, gas, water, sewer, steam, fire protection, telephone and other communication and alarm services, HVAC, grease lines and interceptors, if any, and all truces or other charges thereon. The licensee shall install and connect all equipment and lines required to supply such utilities to the extent not already available at or serving the License Area, or at the Village's option shall repair, alter, or replace any such existing items. Licensee shall maintain, repair, and replace all such items, operate the same and keep the same in good working order and condition. Licensee shall not install any equipment or fixtures, or use the same, so as to exceed the safe and lawful capacity of any utility equipment or lines serving the same.

C. The Village does not warrant that any utilities provided by the Village will be free from shortages, failures, variations, or interruptions caused by repairs, maintenance, replacements, improvements, alterations, changes of service, strikes, lockouts, labor strikes, controversies, accidents, inability to obtain services, fuel, steam, water or supplies, governmental requirements or requests, or other causes beyond the Village's reasonable control. None of the same shall be deemed an eviction or disturbance of Licensee's use and possession of the Premises or the License Area or any part thereof or render the Village liable to Licensee for abatement of Fees, or relieve Licensee from performance of Licensee's

obligations under this Agreement. The Village in no event shall be liable for loss of profits, business interruption or other incidental or consequential damages. The Village does not warrant the availability of electric, water, gas, sewers or other utilities at location in the Premises or the License Area.

ARTICLE XI. MARKETING AND SPECIAL EVENTS

Licensee agrees to promote and market the Permitted Uses for the Property to the best of its ability using commercially reasonable efforts. Additionally, the Licensee agrees to accommodate for any special events the Village desires to host at the Property including but not limited to the special events, and terms thereto, listed in Exhibit D, attached hereto and incorporated herein.

ARTICLE XII. HAZARDOUS MATERIALS

Except for small amounts of substances customarily used in the maintenance of food preparation, Catering, or catering facilities and in food service businesses and kept and used by Licensee in accordance with all applicable Laws, Licensee shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any Hazardous Material (as defined below) or permit any of the same to occur upon or about the Premises or the License Area or any Village property.

Licensee shall promptly notify the Village of: (i) any enforcement, cleanup or other regulatory action taken or threatened by any governmental or regulatory authority with respect to the presence of any Hazardous Material on the Premises or the License Area or the migration thereof from-or to other property; (ii) any demands or claims made or threatened by any party relating to any loss or injury resulting from any Hazardous Material on the Premises or the License Area, (iii) any release, discharge or non-routine, improper or unlawful disposal or transportation of any Hazardous Material on or from the Premises or the License Area or in violation of this Section, and (iv) any matters where Licensee is required by Law to give a notice to any governmental or regulatory authority respecting any Hazardous Material on the Premises or the License Area. The Village shall have the right (but not the obligation) to join and participate, as a party, in any legal proceedings or actions affecting the Premises or the License Area initiated in connection with any environmental, health or safety law. At such times as the Village may reasonably request, Licensee shall provide the Village with a written list, certified to be true and complete, identifying any Hazardous Material then used, stored, or maintained upon the Premises or the License Area, the use and approximate quantity of each such material, a copy of any material safety data sheets ("MSDS") issued by the manufacturer thereof, and such other information as the Village may reasonably require or as may be required by Law.

If any Hazardous Material is released, discharged or disposed of by Licensee, or its employees licensees, agents or contractors, on or about the Premises or the License Area or any Village property in violation of the foregoing provisions, Licensee shall immediately, properly and in compliance with all applicable Laws clean up and remove the Hazardous Material from the Premises or the License Area or any Village property and any other affected property and clean or replace any affected personal property (whether or not owned by the Village), at Licensee's expense (without limiting the Village's other remedies therefore). Such clean up and removal work shall be subject to the Village's prior written approval (except in emergencies), and shall include, without limitation, any testing, investigation, and- the preparation and implementation of any remedial action plan required by any court or governmental body having jurisdiction or reasonably required by the Village. If the Village or governmental body arranges for any tests or Studies showing that this Section has been violated, Licensee shall pay for the costs of such tests.

The term "Hazardous Material" for purposes hereof shall mean any chemical, substance, material or waste or component thereof which is now or hereafter listed, defined or regulated as a hazardous or toxic chemical, substance, material or waste or component thereof by any federal, state or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of MSDS.

ARTICLE XIII. TERMINATION

The Village shall have the right to terminate this Agreement immediately upon written notice to Licensee upon the occurrence of any one of the following conditions or violations:

A. Any action or failure to act or comply with any terms contained herein, any provisions of the Village Code, or applicable ordinances, resolutions, rules and regulations, which creates a breach of this Agreement and which is not cured within fifteen (15) days after notice thereof given to Licensee; provided, however, that if Licensee's failure cannot reasonably be cured within said fifteen (15) day period, Licensee shall be allowed additional time as is reasonably necessary to cure such failure so long as Licensee continues to cure the failure within said initial fifteen (15) days and thereafter diligently pursues a course of action that will cure the failure.

B. Except in the case of forced government shutdowns, the abandonment or discontinuance of Licensee's operation as provided and required by Exhibit C during the Term and failure to recommence operation as required herein within twenty-four (24) hours after written notice from the Village; provided, however, that the Village shall only be required to provide such notice and Licensee shall only have such cure period one (1) time during any twelve (12) consecutive month period.

C. The sale by Licensee of any items other than those allowed to be sold pursuant to this Agreement; provided, however, that the Village shall not exercise its right to terminate this Agreement in the event Licensee in good faith ceases such sale of such unpermitted items immediately after notice from the Village and is not subject to repeated offenses.

D. The failure of Licensee to obtain and maintain in force the insurance required by the Village pursuant this Agreement.

E. A transfer or Change of Ownership in violation of this Agreement.

F. Failure of Licensee to pay, when due, any Fees owed the Village pursuant to the terms of this Agreement and said Fees shall continue to be due and payable up to and following the termination of this Agreement; provided, however, that the Village shall not exercise its rights hereunder if Licensee cures such failure within five (5) days after written notice from the Village; provided, however, that the Village shall only be required to provide such notice and Licensee shall only have such cure period one (1) time during any twenty-four (24) consecutive month period.

G. The destruction of the License Area, or any part thereof; provided, however, that the Village shall have the right to terminate this Agreement as to the License Area only in the event of such destruction of the License Area and that damage and destruction to the Premises shall be governed by the terms and conditions referenced below.

H. Any false or misleading statement or misrepresentation made to the Village by or on behalf of Licensee relating to the granting of any additional licenses, terms or provisions of this Agreement or any other agreement between the Village and Licensee.

I. Licensee is convicted in any court with an offense involving its fitness to hold any necessary licenses or permits to enable the operation of the License.

J. Licensee understates Gross Sales by five percent (5%) or more as set forth in herein.

K. A violation by Licensee or any entity or individual controlled by; controlling or under common control with Licensee under any other agreement with the Village; provided, however, that the Village shall not exercise its right to terminate this Agreement in the event of such violation if the violation is (i) by an entity or individual which controls Licensee and (ii) such entity or individual conveys its interest in Licensee to a party acceptable to the Village so that it no longer holds an interest in, if Licensee within forty-five (45) days after written notice of such violation from the Village..

L. If the Village determines that Licensee's conduct is (i) grossly negligent, (ii) creates a safety hazard or (iii) destroys public property.

M. The failure of Licensee to obtain and maintain in force any required Health certificate Health Authority license.

N. Failure of Licensee to comply with an audit request within ten (10) business days of such request by the Village.

Upon the occurrence of any of the conditions or violations as stated above in this Section, the Village will have the right to terminate this Agreement or all of the agreements Licensee or any affiliate of Licensee has with the Village. Failure to exercise, or a decision on the part of the Village not to exercise this right will not be deemed as a waiver of this right, nor will it be interpreted as a consent or waiver of those violations.

Additionally, upon the occurrence of any of the conditions or violations as stated above in this Section, the Village may invoke any or all of the following remedies:

1. The right of specific performance, an injunction or any other appropriate equitable remedy;
2. The right to monetary damages;
3. The right to withhold all or any part of Licensee's compensation; if any, under this Agreement; or
4. The right to deem Licensee non-responsive in future contracts to be awarded by the Village.

If the Manager considers it to be in the Village's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the Village and that if the Village elects to not terminate this Agreement despite one or more events of default, Licensee is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the Village waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the Village considers expedient.

Notwithstanding anything contained in this Agreement to the contrary, Licensee acknowledges and agrees that an extension of time for Licensee to perform its obligations hereunder (without implying any agreement by the Village to such extension) shall be the sole remedy of the Licensee for any delay which may be caused by the Village. In no event shall Licensee be entitled to any compensation or recovery of any damages in connection with any such delay, including, without limitation, consequential damages, lost opportunity costs, impact damages or other similar remuneration. The Village's exercise of any of its rights or remedies under this Agreement, regardless of the extent or frequency of the Villages exercise of such rights or remedies, shall not be construed a Village delay.

ARTICLE XIV. RETURN OF POSSESSION AND REMOVAL OF PROPERTY

At the end of the Term as set forth herein or upon termination of this Agreement, Licensee shall surrender all keys and possession of the Premises and the License Area in broom-clean condition and good repair, free of debris, and shall promptly remove at its own expense, its movable trade fixtures, furnishings, equipment and personal property from the Premises and the License Area, repair any damage to the Premises and the License Area, and place the area surrounding the Premises and the License Area in a safe, sanitary and broom-clean condition and in as good of a condition as existed on the date that all Permitted Uses become fully operational.

ARTICLE XV. WAIVER

The waiver by the Village of any breach, default, or noncompliance by Licensee under the terms of this Agreement shall not be deemed, nor shall the same constitute, a waiver of any subsequent breach, default or non-compliance on the part of Licensee.

ARTICLE XVI. COSTS OF ENFORCEMENT

Licensee shall pay to the Village in a timely manner all of the Village's reasonable attorneys' fees, and other costs and expenses incurred to enforce the Village's rights under this Agreement.

ARTICLE XVII. ADDITIONAL PROVISIONS

A. Notices and demands shall be served as follows: (i) By delivering them to the party personally at its business address shown below; (ii) By depositing them in the United States post-office box, enclosed in an envelope, plainly addressed to the party at its business address with postage fully prepaid; or (iii) By transmitting them via facsimile machine to the office of Licensee at the facsimile number shown below.

Notices and demands shall be deemed to have been given upon personal delivery or upon depositing of the properly addressed- and stamped envelope in a U.S. mailbox or upon confirmation of a successful transmission by facsimile.

- B. This Agreement shall be governed by the Laws of the State of Illinois.
- C. If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder will not be affected thereby, each of the provisions hereof being severable in any such instance.
- D. Subject to Licensee's exclusive rights set forth in Section II above, the Village reserves the right to offer for sale and to sell food and/or merchandise or grant other Licensees such rights on the Village's property within the geographic area of the License.
- E. The Village shall have no obligation to ensure that the License Area is not used by entities that have not been authorized to do so nor shall Licensee have any rights against the Village with respect to the same.
- F. The Village shall have the right without notifying Licensee to Remove, at the cost and expense of Licensee, any sign that may be erected without the approval of the Village.
- G. If (i) the Building or Premises is damaged or destroyed by fire or other casualty, in the Village's reasonable judgement, the shell and core of the Building or Premises, as the case may be cannot be reconstructed or restored to substantially the same condition as it was in prior to such casualty within three hundred and sixty (360) days after the date such reconstruction or restoration is commenced, either party hereto may, at its option, terminate this Agreement by giving written notice thereof to the other party within thirty (30) days of such casualty.
- H. The terms, provisions, covenants and conditions contained in this agreement shall apply to, bind and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns (where assignment is permitted) of the Village and Licensee, respectively.
- I. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Village for payments to be made under this Agreement, then the Village will notify Licensee in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Notwithstanding the foregoing, Licensee may waive the Village's obligation to make such unappropriated payment under this Agreement by written notice given to the Village, which election shall be irrevocable once given. If Licensee makes such election, then notwithstanding such notice from the Village, this Agreement will not terminate and shall continue in full force and effect, except, however, that the Village shall have no obligation to pay such unappropriated amounts to the Licensee.
- J. Licensee agrees that all its actions under this Agreement shall be that of an independent contractor and that there is no, and shall be no, relationship of principal and agent between Licensee and the Village, and that this Agreement shall not be construed in any way as creating the relationship of agency, partnership or joint venture between the parties hereto.
- K. Licensee shall direct all employees to park within the docked closed area and at the southeast corner of the bath and tennis parking lot near tennis court eight.
- L. Licensee's use of the Licensed Premises shall be under the following general conditions: (i) the Catering Event Activities and Licensee's use of the Catering Facilities, Banquet Facilities, and other licensed areas, whether permanent or temporary in nature, shall not be detrimental to the Village's properties; (ii) The Catering Event Activities shall be consistent with local, state, and federal law, and

Licensee shall follow the policies and regulations of the Village, as amended from time to time; (iii) the Licensed Premises and Property shall not be used for promulgating any theory or doctrine subversive to the laws of the United States or any political subdivision thereof, or advocating governmental changes by violence, or for any activity that may violate the canons of good morals, manners or taste or be injurious to the buildings, grounds, equipment or supplies of the Village.

M. Smoking and the use of tobacco products shall be prohibited on the Property at all times. Smoking is permitted only at designated smoking receptacles located outside the building. Unauthorized smoking shall be sufficient justification for immediate cancellation of the current use agreement or the prohibition of further use by the offending organization or individual(s). The use or possession of controlled substances on the Property is strictly prohibited and shall result in immediate termination of this Agreement.

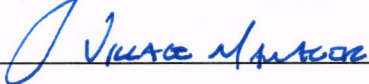
ARTICLE XVIII. AMENDMENTS

This Agreement, including all Exhibits attached hereto represents the entire, integrated agreement between the parties hereto with respect to the License and shall supersede all prior negotiations, representations or agreements pertaining thereto, either oral or written. Any amendment hereto shall require the written approval of the Village, or its agent, and Licensee.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below their respective signatures, to be effective as of the date last signed.

VILLAGE OF OAK BROOK,
AN ILLINOIS MUNICIPAL CORPORATION

By: 

Its: 

Date: 12/13/2023

ATTEST:

Village Clerk

Date

LICENSEE

By: RAVI JAYARA CHIC CHEF CATERING

Its: 

Date: 12/6/2023

EXHIBIT A-1

LEGAL DESCRIPTION OF THE SPORTS CORE INCLUDING BATH AND TENNIS CLUBHOUSE.

THAT PART OF SECTIONS 25 AND 26, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO THOSE PARTS OF LOTS 1, 2, 3, 6, 16 AND 17 IN PLAT OF LANDS OF F. O. AND J. F. BUTLER, TOWN OF YORK, DU PAGE COUNTY, ILLINOIS, ACCORDING TO PLAT THEREOF RECORDED FEBRUARY 13, 1912 PER DOCUMENT NO. 107037, FALLING WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND: COMMENCING AT THE SOUTHEAST CORNER OF AFORESAID SECTION 26 AND RUNNING THENCE NORTH 89 ° - 52' - 57" WEST, ALONG THE AFORESAID SOUTH LINE OF SECTION 26, 1076. 63 FEET, TO A POINT; THENCE NORTH 0° - 55' - 32" WEST, 33. 01 FEET, TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING ON THE CENTERTHREAD OF SALT CREEK; THENCE NORTHERLY, ALONG THE CENTER - THREAD OF SALT CREEK THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES: C12 NORTH 0 ° - 55' - 32" WEST, 184. 96 FEET; (2) NORTH 27° EAST, 200. 00 FEET; ° (3) NORTH 14 EAST, 100. 00 FEET; (4) NORTH 4 ° - 30' WEST, 100. 00 FEET; (5) NORTH 18 - 30' WEST, 200. 00 FEET; (6) NORTH 9 ° - 30' WEST, 200. 00 FEET; (7) NORTH 13° - 30' EAST, 150. 00 FEET;

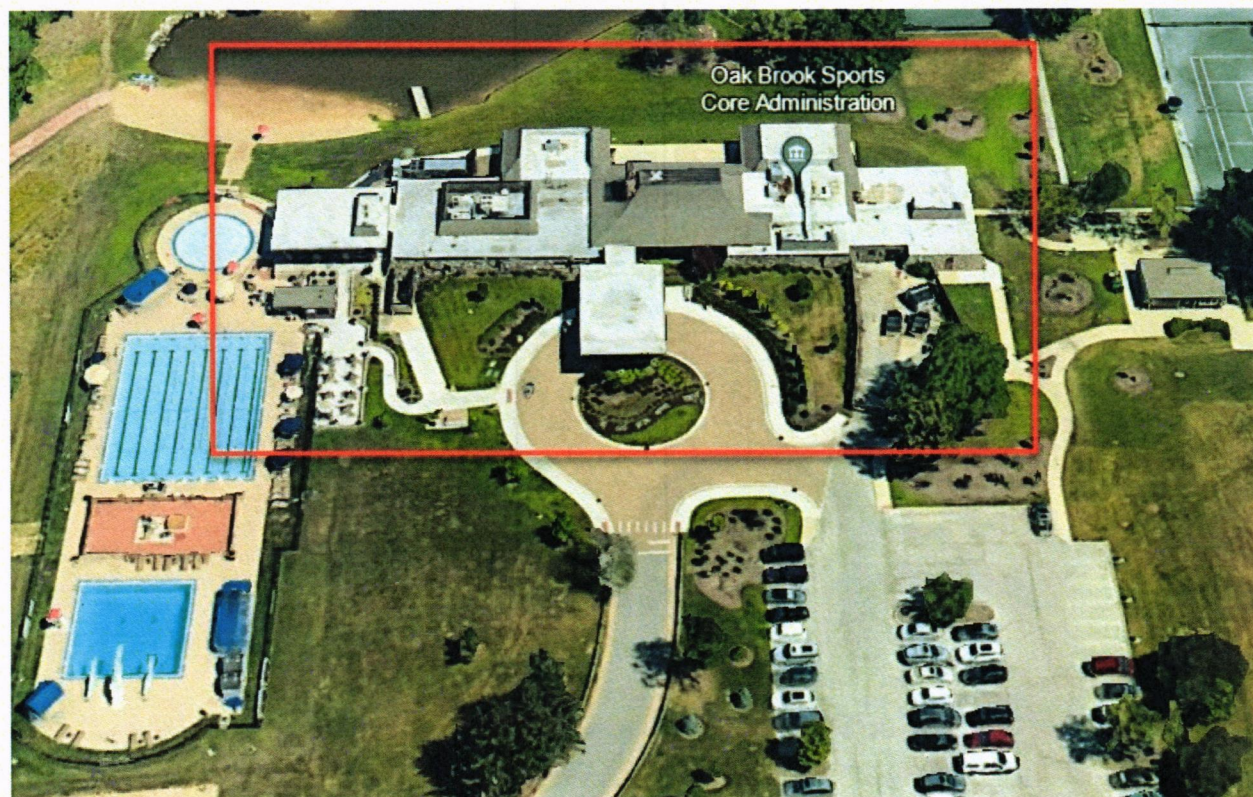
8) NORTH 25 - 30' - 22" EAST, 337. 84 FEET; (9) NORTH 30° - } 7' - 59" EAST, 164. 77 FEET; 10) NORTH 18 ° - 31' - 18" EAST, 101. 79 FEET; (11) NORTH 12 - 54' - 23" EAST, 200. 81FEET; (12) NORTH 5'- 43' - 56" WEST, 102, 84 FEET; (13) NORTH 1 ° - 41' - 0311 WEST, 92. 01 FEET; (14) NORTH 9'- 18'- 58" EAST, 100. 98 FEET; (15) NORTH 22 ° - 59' - 47" EAST, 402. 00 FEET; (16) NORTH 7- 27'- 27" WEST, 59. 91 FEET; THENCE NORTH 89 ° - 28' - 02" EAST, PARALLEL WITH THE NORTH LINE OF THE AFORESAID SOUTHEAST QUARTER OF SECTION 26, 570. 75 FEET, TO THE EAST LINE OF THE AFORESAID SECTION 26; THENCE NORTH 89'- 44'- 33" EAST, PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 25, 898. 31 FEET; THENCE NORTH 80°- 31' - 54" EAST, 507. 98 FEET; THENCE SOUTH 0° - 25' - 32" WEST, 199. 87 FEET; THENCE SOUTH Be - 01' - 3311 EAST, 621. 34 FEET; THENCE NORTH 2 - 00' - 09" EAST, 232. 85 FEET; THENCE NORTH 750- 35' - 00" WEST, 114. 63 FEET; THENCE NORTH 15 - 47' - 18" EAST, 56. 90 FEET, TO A POINT OF CURVE; THENCE NORTHWESTERLY, ALONG A CURVE WHOSE CENTER LIES WESTERLY AND HAS A RADIUS OF 210. 00 FEET, 242. 38 FEET, ARC, (CHORD BEARING N 170- 16'- 36" W, CHORD 229. 15 FEET), TO A POINT OF TANGENCY; THENCE NORTH 50 - 20' - 30" WEST, 125. 30 FEET; THENCE NORTH 11 ° - 53' - 13" WEST, 340. 40 FEET; THENCE NORTH 54 ° - 58' - 35" WEST, 401. 35 FEET, TO THE CENTERTHREAD OF SALT CREEK; THENCE ALONG THE CENTERTHREAD OF SALT CREEK THE FOLLOWING SEVENTEEN (17) COURSES AND DISTANCES: (1) NORTH 16 ° - 22' - 2311 EAST, 60. 82 FEET; (2) NORTH 25 ° - 13'- 17" EAST, 100. 92 FEET; (3) NORTH 60 ° - 56' - 59" EAST, 65. 64 FEET; (4) NORTH 30 ° - 07'- 42" EAST, 50. 73 FEET; (5) NORTH 6 ° - 55'- 35" WEST, 56. 01 FEET; (6) NORTH 33 ° - 05'- 26" WEST, 95. 57 FEET; (7) NORTH 44'- 31' - 42" WEST, 54. 08 FEET; (8) NORTH 10 ° - 18'- 20" WEST, 37. 78 FEET; (9) NORTH 52 ° - 51' - 32" WEST, 75. 26 FEET; (10) NORTH 62` - 24' - 06" WEST, 143. 64 FEET; (11) SOUTH 75 ° - 04' - 19" WEST, 41. 77 FEET; (12) SOUTH 47 ° - 49' - 29" WEST, 21. 06 FEET; (13) SOUTH 20 ° - 34' - 40" WEST, 38. 34 FEET; (14) SOUTH 25 ° - 59' - 25" EAST, 33. 40 FEET; (15) SOUTH 72°- 33' - 30" EAST, 85. 60 FEET; (16) SOUTH 19 ° - 48' - 4v1" EAST, 35. 24 FEET; (17) SOUTH 210- 03' - 27" WEST, 101. 36 FEET; THENCE NORTH 61 - 53'- 15" WEST, 6og. 62' FEET; THENCE NORTH 3 ° - 38' - 31" EAST, 523. 54 FEET; THENCE NORTH 8 - 09' - 30" EAST, 413. 98 FEET, TO THE SOUTH LINE OF LOT 14 IN NORTHERN ILLINOIS GAS COMPANY YORK TOWNSHIP ASSESSMENT PLAT NO. 1, PER PLAT THEREOF RECORDED AUGUST 4, 1964 AS DOCUMENT NO. R64- 28042; THENCE

NORTH 89° - 37' - 00" EAST, ALONG THE SOUTHERLY LINE OF SAID LOT 14, 1809. 59 FEET, TO THE WESTERLY LINE OF YORK ROAD, AS DEDICATED BY DOCUMENT R61- 25688; THENCE SOUTH 0 °- 00' - 34" WEST, ALONG SAID WESTERLY LINE OF YORK ROAD, 705. 00 FEET, TO THE END OF SAID DEDICATION; THENCE SOUTH 16'- 09'- 49" EAST, CONTINUING ALONG THE WESTERLY LINE OF YORK ROAD AS DEDICATED BY DOCUMENT R61- 25687, 150. 78 FEET, TO THE SOUTHWEST CORNER OF SAID YORK ROAD DEDICATION; THENCE SOUTH 0 00' - 34" WEST, ALONG A LINE 33 FEET WEST OF AND PARALLEL TO THE NORTH - SOUTH CENTER LINE OF SAID SECTION 25, 3656. 52 FEET, TO THE NORTHERLY LINE OF WESTCHESTER PARK SUBDIVISION, RECORDED NOVEMBER 13, 1925, AS DOCUMENT 203037, AS MONUMENTED; THENCE NORTH 89 °- 56' - 07" WEST, ALONG THE NORTHERLY LINE OF SAID WESTCHESTER PARK SUBDIVISION 1277. 24 FEET, TO THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE SOUTH 0 °- 00' - 34" WEST, ALONG THE WESTERLY LINE OF SAID WESTCHESTER PARK SUBDIVISION, AS MONUMENTED, 627. 64 FEET TO A POINT THAT IS 33 FEET, AS MEASURED PERPENDICULAR TO, THE CENTER LINE OF 31ST STREET AS CONSTRUCTED AND OCCUPIED; THENCE SOUTH 89 °- 56' - 06" WEST, PARALLEL WITH THE AFORESAID CENTER LINE OF 31ST STREET, 1311. 40 FEET, TO THE WEST LINE OF SAID SECTION 25; THENCE NORTH 89 °- 52' - 57" WEST, PARALLEL WITH THE AFORESAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 26, 1077. 18 FEET, MORE OR LESS TO THE POINT OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS AND CONTAINING 262. 7435 ACRES, AS SHOWN BY THE ANNEXED PLAT. WHICH IS A CORRECT REPRESENTATION OF SAID 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 WHICH HAS ADOPTED A VILLAGE COMPREHENSIVE PLAN AND MAP AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED. I FURTHER CERTIFY THAT THE LAND SHOWN ON THIS PLAT IS SITUATED WITHIN 500 FEET OF ANY SURFACE DRAIN OR WATERCOURSE SERVING ATRIBUTARY AREA OF 640 ACRES OR MORE.

EXHIBIT A-2
DEPICTION OF PROPERTY



[illegible]

EXHIBIT B
FEE SCHEDULES

Minimum Fee. Licensee shall pay a monthly minimum fee in accordance with the following table:

Term	Monthly Minimum Fee
Initial Term	\$10,000.00
Extension Period 1	\$10,500.00
Extension Period 2	\$11,000.00

Additional Fees. In addition to the above Minimum Fee, throughout the Term and any optional Extension Period thereafter, Licensee shall pay the following Additional Fees:

All Sales Taxes related to or connected with the performance of Catering Event Activities in accordance with and imposed by all Federal, State, and Local Laws, and ordinances.

A Percentage Fee of fifteen percent (15%) of Gross Sales revenues derived from food and beverage consumed at the Village of Oak Brook Banquet Facilities.

EXHIBIT C
HOURS OF OPERATION

Unless otherwise specified herein or mutually agreed to in writing by the Parties, Licensee shall be permitted to operate throughout the entire calendar year subject to the daily operating hours permitted by the respective business and liquor licenses obtained by Licensee, as follows:

Banquet Facilities	Open	Close
TBD	TBD	TBD

Liquor Service	Open	Close
TBD	TBD	TBD

EXHIBIT D
SPECIAL EVENTS

Should the Village desire to host a Special Event on the Premises, Licensee shall work with the Village to accommodate the terms and details of any Special Events on a case-by-case basis. Notwithstanding the foregoing, Licensee acknowledges that the Village will be hosting the following events at the Property and agrees to coordinate with the Village to avoid any potential conflicts with Licensee's business:

Special Olympics Polar Plunge, annually – date of the event varies: March 16th, 2024, and March 22, 2025

Taste of Oak Brook, July 3rd, annually from 9 A.M. – 1:00 A.M. (July 4th)

EXHIBIT E
EQUIPMENT LIST

	Bath & Tennis Inventory
Quantity	Description
	Tables
5	Eight (8) Foot Wood Table
3	Five (5) Foot Round Table
50	Four (4) Foot Round Table
9	Highboy/Cabaret Table
1	Three (3) Foot Cabaret Table
4	Five (5) Foot Wood Table
4	Six (6) Foot Plastic Folding Table
1	Six (6) Foot Plastic Table
12	Eight (8) Foot Plastic Table
1	4x4 Card Table
2	Three (3) Foot Plastic Table
1	Six (6) Foot Wood Table
	Seating
176	Green Banquet Chair
5	Pink Banquet Chair
3	Blue Banquet Chair
26	Foldable Plastic Chair
292	White Garden Chair
8	Children's Highchair
2	Children's Booster Seat
	Glassware
445	Five (5) Inch Round No Stem Water Glasses
73	Eight (8) Inch Round No Stem Water Glasses
173	Eight (8) Inch Goblet Style Wine Glasses
22	Six (6) Inch Goblet Style Wine Glasses
33	Seven (7) Inch Fluted Champagne Glasses
29	Nine (9) Inch Fluted Champagne Glasses
123	Ten (10) Inch Fluted Champagne Glasses
46	Small Martini Glasses
5	Large Martini Glasses
224	Glass Coffee Cups
124	White Ceramic Coffee Cups
291	"Libby 14" Whiskey Glasses
24	Model 3060 Water Glasses
16	Model 3705 Brandy Glasses

138	Model 3765 "Embassy" Wine Glasses
412	Model 3766 Wine Glasses
48	Model 4440 Copa Aqua Glasses
71	Model 7500 Glasses
7	Pint Glasses
77	Highball Water Glasses (Small)
117	Highball Water Glasses (Medium)
3	Highball Water Glasses (Large)
28	Six (6) Inch Frosted Glasses
38	Six (6) Inch Decorative Glasses
3	Eight (8) Inch Decorative Glasses
4	"Old Fashion" Style Glasses
4	Five (5) inch Round Glasses
26	Water Pitcher
16	Glass Vase
	Plates & Silverware
149	Saucers
472	Dinner Plates (Small)
235	Dinner Plates (Medium)
215	Dinner Plates (Large)
454	Dinner Plates (X-Large)
131	Salad Plates (Large)
5	Salad Plates (Medium)
54	Gravy Bowls
42	Bowls
134	Plate Trays (Plastic)
51	Plate Tray Lids (Plastic)
35	Containers of Silverware (Forks, Spoons and Butter Knives)
31	White Ceramic Creamer/Sugar Bowls
	Culinary Equipment
1	Hoshizaki Ice Machine
4	South Bend Oven
1	South Bend Cook Top Serial No. 1170245
1	Hobart Dishwasher Model CCS66A Serial No. 85-1029068
1	Avantco Refrigerator Model 178A49RHC Serial No. 9117130027
1	"Bunn" Commercial Grade Coffee Maker
1	"Beverage Air" Refrigerator Model PR48-1AHGS Serial No. 63229510
1	Seven (7) Foot Hoshizaki Cooler (Bar) Model HBB380 Serial No. 8101809071
1	Four (4) Foot Hoshizaki Cooler (Bar) Model HBC50 Serial No. 810684835
1	"True Cooler" Refrigerator Non-operational

	Miscellaneous
3	Metal Carts
4	Plastic Carts
4	Eight (8) Foot Preparation Table
12	Chair Mover
3	"Dolly" Hand Truck
3	Vacuum
2	Shop Vacuum
9	Room Divider
1	Metal Musical Stand
6	Easel
1	Portable Screen
1	Information Stand
1	"Gorilla" Ladder
1	Seven (7) Foot Fiberglass Ladder
1	10X10 Frame Only Tent
1	Mono Camera Pod
1	Microphone Stand
1	iPad Stand
19	White Linen Tablecloth

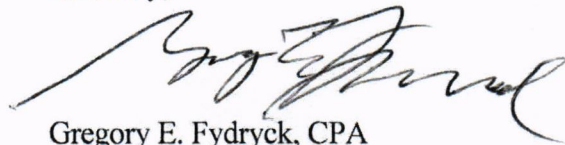
GREGORY E. FYDRYCK, P.C.
Certified Public Accountant

December 21, 2023

To Whom It May Concern:

This letter is to confirm that Ravi Jayara is 100% owner of **Chic Chef Catering, Inc.** and therefore the only one to act on behalf of Chic Chef at his own discretion. My License is held with the state of Illinois License #239.011159. Please feel free to contact me with any further information needed regarding this matter.

Sincerely,

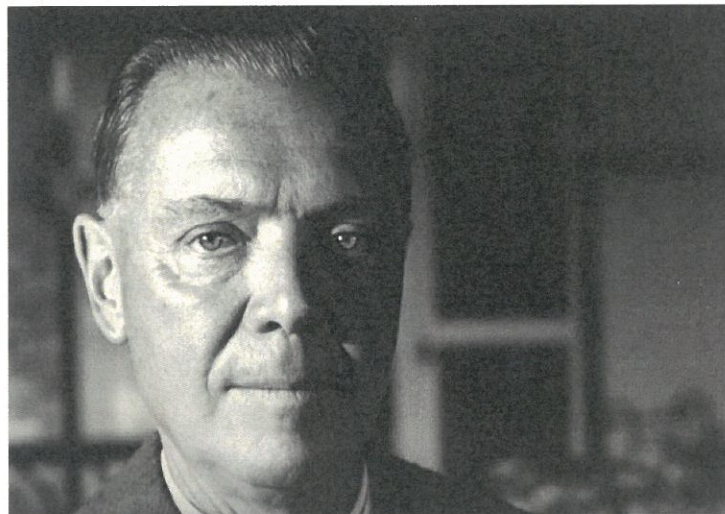
A handwritten signature in black ink, appearing to read 'Greg Fydryck', written over a horizontal line.

Gregory E. Fydryck, CPA

9276 W. Irving Park Rd. Schiller Park IL 60176 (847) 928-2024, (847) 928-2026 Fax



BUILDING ON A LEGACY

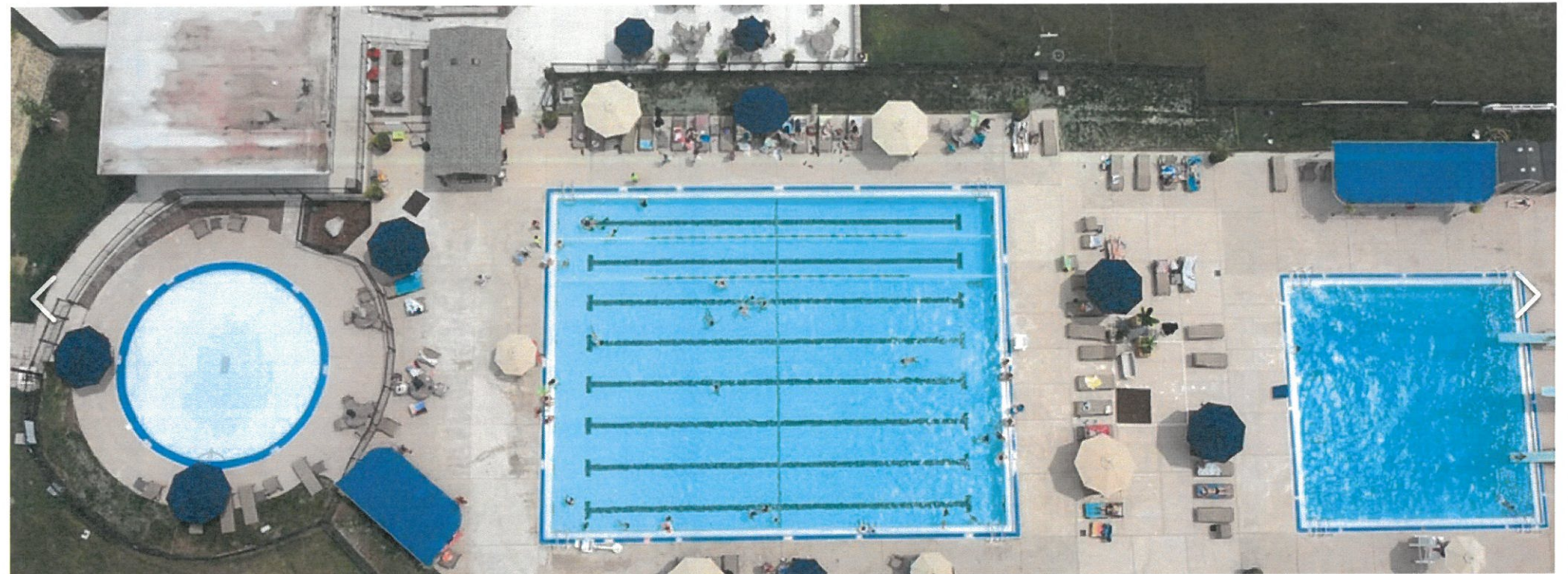


OAK BROOK MANOR



LOCATION PLAN

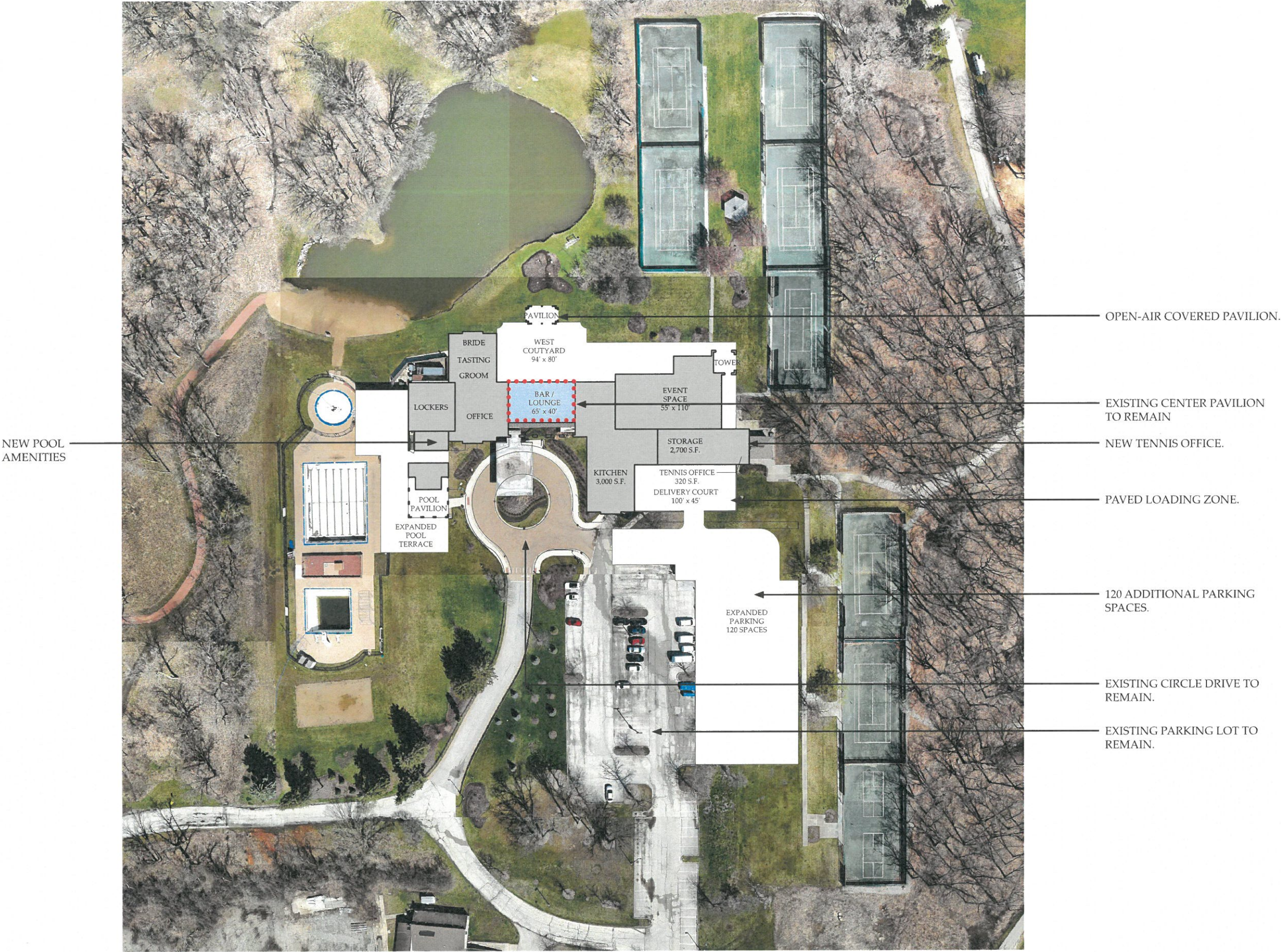
OAK BROOK MANOR



BUILDING ON A LEGACY



OAK BROOK MANOR



SITE PLAN

OAK BROOK MANOR



OAK BROOK MANOR



OAK BROOK MANOR



OAK BROOK MANOR



OAK BROOK MANOR



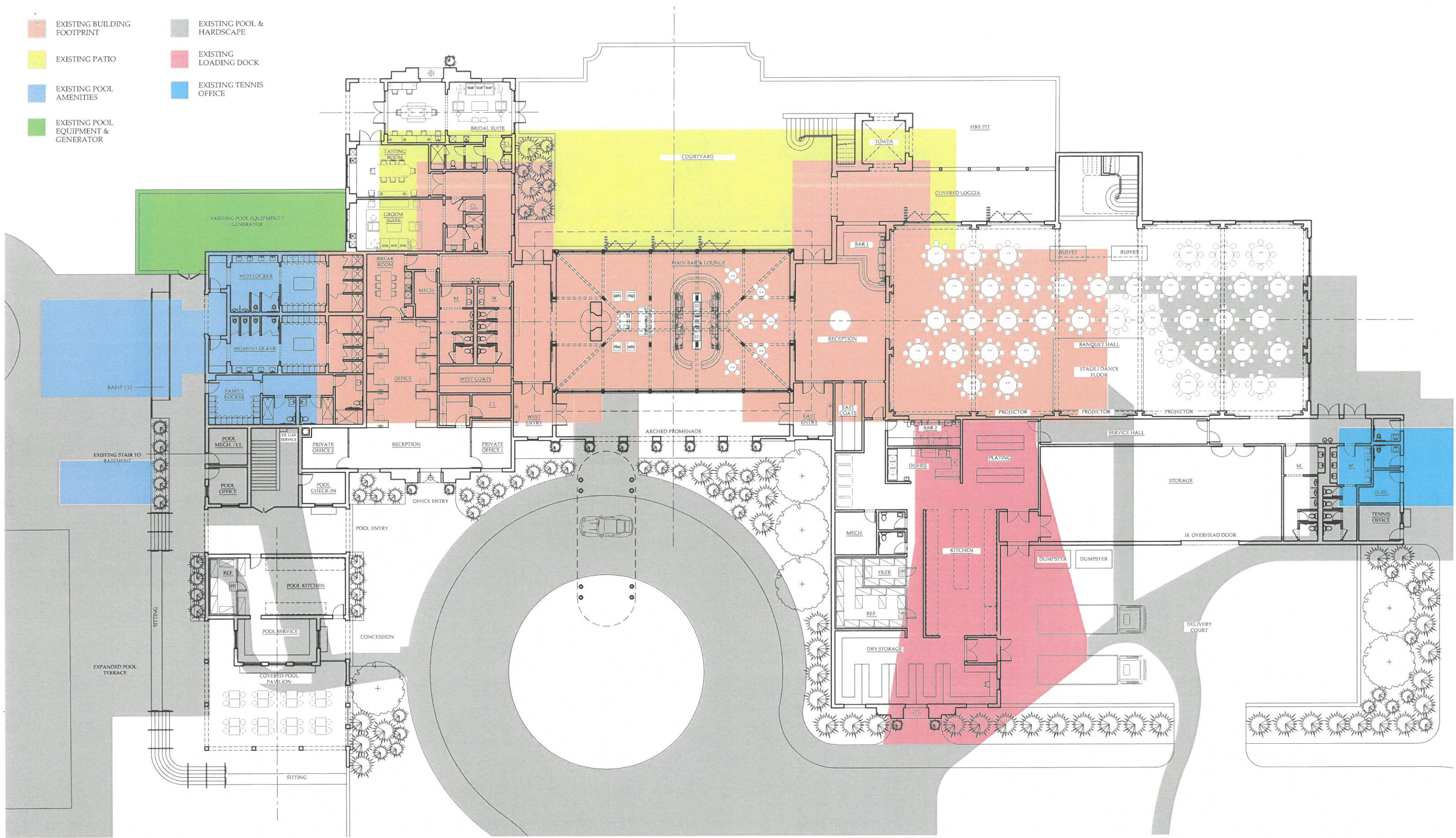
OAK BROOK MANOR



OAK BROOK MANOR



OAK BROOK MANOR



SCALE: 1" = 25'-0"
12.5'
25'



BUILDING ON A LEGACY



OAK BROOK MANOR

FULL RESERVE STUDY

Village of Oak Brook Bath and Tennis Club



Oak Brook, Illinois
October 17, 2016



This Report contains intellectual property developed by Reserve Advisors, Inc.
and cannot be reproduced or distributed to those who conduct reserve studies
without their written consent.



Long-term thinking. Everyday commitment.

TABLE OF CONTENTS

1. RESERVE STUDY EXECUTIVE SUMMARY	1.1
2. RESERVE STUDY REPORT	2.1
3. RESERVE EXPENDITURES and FUNDING PLAN	3.1
4. CONDITION ASSESSMENT.....	4.1
Exterior Building Elements.....	4.1
Chimney	4.2
Roof, Asphalt Shingles	4.4
Roofs, Concrete Tiles.....	4.5
Roofs, EPDM.....	4.9
Roof, Modified Bitumen	4.12
Walls, Masonry	4.15
Walls, Wood Siding, Paint Finishes	4.16
Walls, Wood Siding, Replacement	4.18
Windows and Doors.....	4.22
Interior Building Elements.....	4.23
Bars	4.24
Ceilings, Acoustical Tiles, Grid and Lighting	4.24
Floor Coverings, Carpet.....	4.25
Floor Coverings, Tile	4.27
Floor Coverings, Vinyl Tile.....	4.28
Floor Coverings, Wood Laminate.....	4.28
Kitchens	4.29
Light Fixtures, Dining Room.....	4.30

Locker Rooms	4.31
Moveable Wall Partition	4.32
Paint Finishes	4.32
Rest Rooms	4.33
Building Services Elements	4.34
Air Handling Unit, Make-up Air	4.34
Air Handling Units, Rooftop Heating and Cooling Units.....	4.34
Boilers, Domestic Hot Water	4.35
Electrical System	4.36
Generator, Emergency	4.38
Life Safety System	4.39
Storage Tank, Domestic Hot Water	4.40
Water Heater	4.41
Property Site Elements.....	4.42
Asphalt Pavement, Repaving.....	4.42
Concrete Sidewalks.....	4.47
Fences, Wood.....	4.49
Gazebo	4.49
Irrigation System.....	4.50
Light Fixtures.....	4.51
Light Poles and Fixtures	4.52
Pond	4.53
Railings, Steel	4.56
Tennis Elements.....	4.57

Building Exterior Renovation	4.57
Catch Basin, Landscape	4.59
Tennis Courts	4.59
Renovation	4.60
Fences	4.61
Pool Elements	4.62
Concrete Deck.....	4.62
Diving Boards	4.64
Fence, Aluminum.....	4.65
Furniture.....	4.65
Mechanical Equipment	4.66
Pool Finishes.....	4.68
Shade Structures.....	4.69
Structures and Deck	4.70
Reserve Study Update.....	4.73
5. METHODOLOGY	5.1
6. DEFINITIONS	6.1
7. PROFESSIONAL SERVICE CONDITIONS.....	7.1
8. CREDENTIALS.....	8.1

1. RESERVE STUDY EXECUTIVE SUMMARY

Client: Village of Oak Brook Bath and Tennis Club (Bath and Tennis Club)

Location: Oak Brook, Illinois

Reference: 161403

Property Basics: Village of Oak Brook Bath and Tennis Club comprises a clubhouse, eight tennis courts and pool amenities. The exterior of the clubhouse comprises asphalt shingle, concrete tile and flat roof assemblies, masonry veneer, and wood siding. The clubhouse was built in 1974, and the interior was renovated and an addition was added in 2000 and 2001. The pool structures were built in 1969. The development also contains asphalt pavement, concrete sidewalks and a pond.

Reserve Components Identified: 66 Reserve Components.

Inspection Date: October 17, 2016.

Funding Goal: The Funding Goal of this Reserve Study is to maintain reserves above an adequate, not excessive threshold during one or more years of significant expenditures. Our recommended Funding Plan recognizes these threshold funding years in 2017 and 2029 due to replacement of asphalt pavement and pool structures, respectively.

Cash Flow Method: We use the Cash Flow Method to compute the Reserve Funding Plan. This method offsets future variable Reserve Expenditures with existing and future stable levels of reserve funding. Our application of this method also considers:

- current and future local costs of replacement
- 1.35% annual rate of return on invested reserves
- 2.3% future Inflation Rate for estimating Future Replacement Costs

Sources for Local Costs of Replacement: Our proprietary database, historical costs and published sources, i.e., R.S. Means, Incorporated.

Cash Status of Reserve Fund: Zero dollars (\$0) projected by the Finance Director as of December 31, 2016.

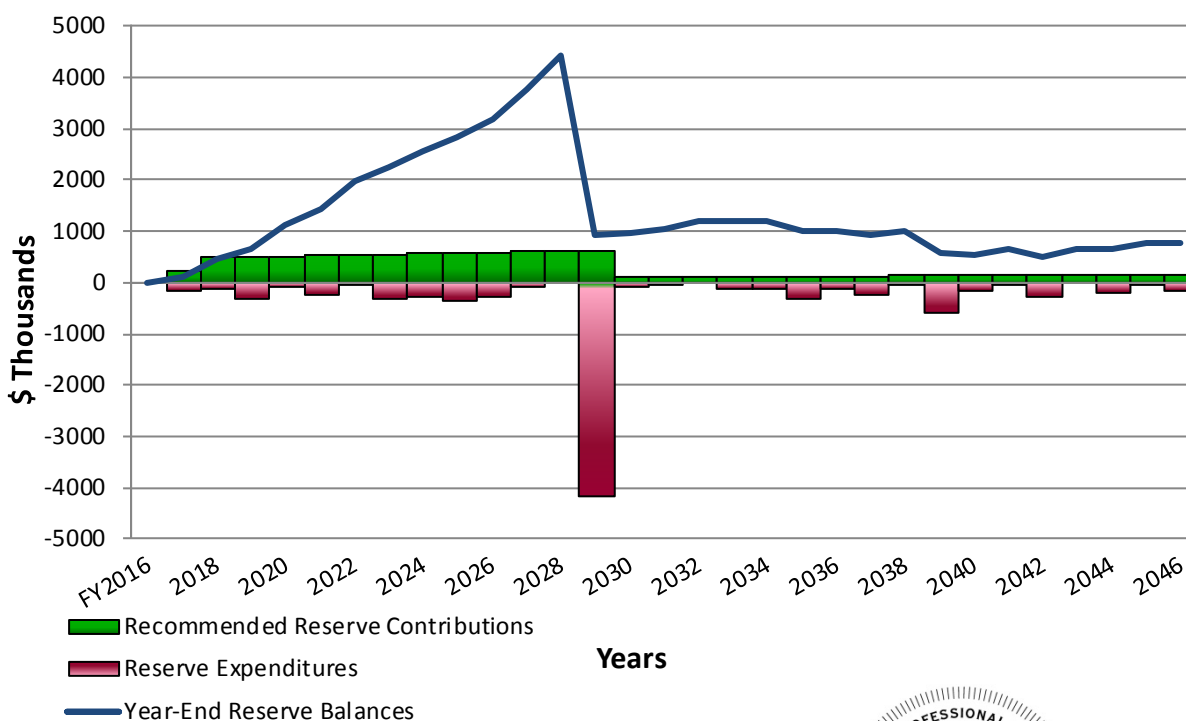
Recommended Reserve Funding: The Corporation did not budget for Reserve Contributions in 2016. We recommend the Corporation budget annual phased increases in Reserve Contributions of \$245,000 from 2017 through 2018. Afterwards, the Corporation should budget gradual annual increases in reserve funding that in part consider the effects of inflation through 2029. By 2030, the Corporation will have fully funded for replacement of the pools. Therefore, the Corporation may anticipate a decrease in the annual Reserve Contribution to \$110,000. Afterwards, the Corporation should budget gradual annual increases in reserve funding that in part consider the effects of inflation through 2046, the limit of this study's Cash Flow Analysis. The initial adjustment in Reserve Contributions of \$245,000 represents about a twenty-three percent (23.4%) adjustment in the 2016 total Operating Budget of \$1,047,280.

Certification: This *Full Reserve Study* exceeds the Community Associations Institute (CAI) and the Association of Professional Reserve Analysts (APRA) standards fulfilling the requirements of a "Level I Full Reserve Study."

Bath and Tennis Club

Recommended Reserve Funding Table and Graph

Year	Reserve Contributions (\$)	Reserve Balances (\$)	Year	Reserve Contributions (\$)	Reserve Balances (\$)	Year	Reserve Contributions (\$)	Reserve Balances (\$)
2017	245,000	92,651	2027	601,200	3,748,828	2037	128,900	922,640
2018	490,000	447,064	2028	615,000	4,418,588	2038	131,900	1,010,108
2019	501,300	657,889	2029	629,100	913,903	2039	134,900	558,054
2020	512,800	1,109,840	2030	110,000	950,751	2040	138,000	553,561
2021	524,600	1,432,197	2031	112,500	1,052,207	2041	141,200	641,952
2022	536,700	1,969,007	2032	115,100	1,182,289	2042	144,400	512,870
2023	549,000	2,233,773	2033	117,700	1,185,777	2043	147,700	668,491
2024	561,600	2,548,599	2034	120,400	1,210,362	2044	151,100	646,948
2025	574,500	2,819,489	2035	123,200	1,014,207	2045	154,600	758,763
2026	587,700	3,180,914	2036	126,000	1,019,693	2046	158,200	780,860



Respectfully submitted on November 8, 2016 by
RESERVE ADVISORS, INC.



Alan M. Ebert, PRA¹, RS², Director of Quality Assurance

Reviewed by: Nicole L. Lowery, PRA, RS, Associate Director of Quality Assurance

Visual Inspection and Report by: Stephanie A. Mueller, RS



¹PRA (Professional Reserve Analyst) is the professional designation of the Association of Professional Reserve Analysts. Learn more about APRA at <http://www.apra-usa.com>.

² RS (Reserve Specialist) is the reserve provider professional designation of the Community Associations Institute (CAI) representing America's more than 300,000 condominium, cooperative and homeowners associations.

2. RESERVE STUDY REPORT

At the direction of the Board that recognizes the need for proper reserve planning, we have conducted a *Full Reserve Study* of

Village of Oak Brook Bath and Tennis Club

Oak Brook, Illinois

and submit our findings in this report. The effective date of this study is the date of our visual, noninvasive inspection, October 17, 2016.

We present our findings and recommendations in the following report sections and spreadsheets:

- **Identification of Property** - Segregates all property into several areas of responsibility for repair or replacement
- **Reserve Expenditures** - Identifies reserve components and related quantities, useful lives, remaining useful lives and future reserve expenditures during the next 30 years
- **Reserve Funding Plan** - Presents the recommended Reserve Contributions and year-end Reserve Balances for the next 30 years
- **Condition Assessment** - Describes the reserve components, includes photographic documentation of the condition of various property elements, describes our recommendations for repairs or replacement, and includes detailed solutions and procedures for replacements for the benefit of current and future board members
- **Methodology** - Lists the national standards, methods and procedures used, financial information relied upon for the Financial Analysis of the Reserve Study
- **Definitions** - Contains definitions of terms used in the Reserve Study, consistent with national standards
- **Professional Service Conditions** - Describes Assumptions and Professional Service Conditions
- **Credentials and Resources**

IDENTIFICATION OF PROPERTY



Village of Oak Brook Bath and Tennis Club comprises a clubhouse, eight tennis courts and pool amenities. The exterior of the clubhouse comprises asphalt shingle, concrete tile and flat roof assemblies, masonry veneer, and wood siding. The clubhouse was built in 1974, and the interior was renovated and an addition was added in 2000 and 2001. The pool structures were built in 1969. The development also contains asphalt pavement, concrete sidewalks and a pond. We identify 66 major reserve components that are likely to require capital repair or replacement during the next 30 years.

Our investigation includes Reserve Components or property elements as set forth in your Declaration. Our analysis begins by segregating the property elements into several areas of responsibility for repair and replacement. Our process of identification helps assure that future boards and the management team understand whether reserves, the operating budget or Members

fund certain replacements and assists in preparation of the annual budget. We derive these segregated classes of property from our review of the information provided by the Corporation and through conversations with the Superintendent of Public Works and Building Maintenance Technician. These classes of property include:

- Reserve Components
- Long-Lived Property Elements
- Operating Budget Funded Repairs and Replacements

We advise the Board conduct an annual review of these classes of property to confirm its policy concerning the manner of funding, i.e., from reserves or the operating budget.

The Reserve Study identifies Reserve Components as set forth in your Declaration or which were identified as part of your request for proposed services. Reserve Components are defined by CAI as property elements with:

- Bath and Tennis Club responsibility
- Limited useful life expectancies
- Predictable remaining useful life expectancies
- Replacement cost above a minimum threshold

Long-Lived Property Elements may not have predictable Remaining Useful Lives or their replacement may occur beyond the 30-year scope of the study. The operating budget should fund infrequent repairs. Funding untimely or unexpected replacements from reserves will necessitate increases to Reserve Contributions. Periodic updates of this Reserve Study will help determine the merits of adjusting the Reserve Funding Plan. We identify the following Long-Lived Property Elements as excluded from reserve funding at this time.

- Foundations
- Structural Frames
- Walk-In Coolers and Freezer (2000-2001)

The operating budget provides money for the repair and replacement of certain Reserve Components. Operating Budget Funded Repairs and Replacements relate to:

- General Maintenance to the Common Elements
- Expenditures less than \$6,000 (These relatively minor expenditures have a limited effect on the recommended Reserve Contributions.)
- Admission Shed, Pool
- Air Handling Unit, Furnace, Basement/Pool Equipment Room
- Appliances, Residential-Grade
- Asbestos Abatement
- Asphalt Pavement, Crack Repair and Patch
- Bleachers, Aluminum, Pool
- Catch Basins, Landscape
- Ceiling, Wood, Interior Clubhouse
- Electrical System, Tennis Building
- Exhaust Fans
- Furnishings
- Irrigation System, Controllers
- Landscape
- Light Fixtures, Exterior Building
- Office Equipment
- Paint Finishes, Touch Up
- Pipes, Interior Building, Domestic Water, Sanitary Waste, Vent, Sprinkler, Building Heating and Cooling, Common
- Pipes, Subsurface Utilities
- Pumps Less Than Five-HP (horsepower)
- Rest Room, Single, Tennis
- Retaining Walls
- Screens, Pool Porch, Interim Replacement
- Signage
- Site Furniture
- Split Systems, Ductless, Grill Kitchen
- Sound System
- Tennis Courts, Clay, Annual Replenishment and Rolling
- Tennis Courts, Windscreens
- Tennis Building, Interior Finishes
- Volleyball Court, Sand
- Walls, Invasive Investigation at Dining Room



Typical water stains at dining room interior



Wood rot at column

- Other Repairs normally funded through the Operating Budget



3. RESERVE EXPENDITURES and FUNDING PLAN

The tables following this introduction present:

Reserve Expenditures

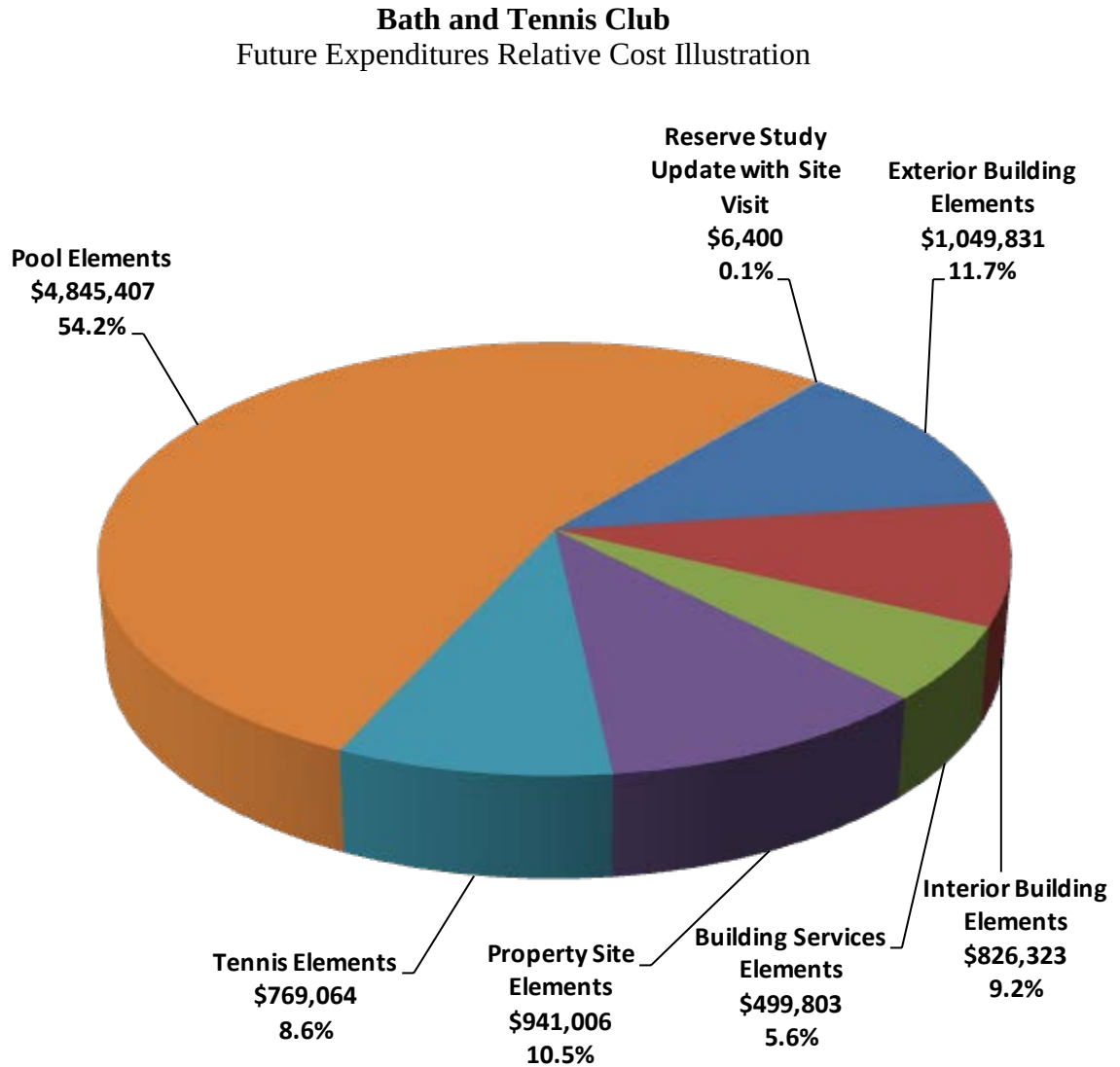
- Line item numbers
- Total quantities
- Quantities replaced per phase (in a single year)
- Reserve component inventory
- Estimated first year of event (i.e., replacement, application, etc.)
- Life analysis showing
 - useful life
 - remaining useful life
- Unit cost of replacement
- 2016 local cost of replacement
- Total future costs of replacement anticipated during the next 30 years
- Schedule of estimated future costs for each reserve component including inflation

Reserve Funding Plan

- Reserves at the beginning of each year
- Total recommended reserve contributions
- Estimated interest earned from invested reserves
- Anticipated expenditures by year
- Anticipated reserves at year end

Financial statements prepared by your corporation, by you or others might rely in part on information contained in this section. For your convenience, we have provided an electronic data file containing the tables of ***Reserve Expenditures*** and ***Reserve Funding Plan***.

The following chart illustrates the relative importance of the categories noted in **Reserve Expenditures** and relative funding during the next 30 years.



RESERVE EXPENDITURES

Village of Oak Brook
Bath and Tennis Club
Oak Brook, Illinois

Explanatory Notes:

- 1) 2.3% is the estimated future Inflation Rate for estimating Future Replacement Costs.
2) FY2016 is Fiscal Year beginning January 1, 2016 and ending December 31, 2016.

Line Item	Total Quantity	Per Phase Quantity	Units	Reserve Component Inventory	Estimated 1st Year of Event	Life Analysis, Years		Costs, \$				RUL = 0 FY2016	1 2017	2 2018	3 2019	4 2020	5 2021	6 2022	7 2023	8 2024	9 2025	10 2026	11 2027	12 2028	13 2029	14 2030	15 2031
						Useful	Remaining	Unit (2016)	Per Phase (2016)	Total (2016)	30-Year Total (Inflated)																
Exterior Building Elements																											
1.140	1	1 Each	Chimney, Near Term Repairs		2018	n/a	2	10,000.00	10,000	10,000	15,698			15,698													
1.280	9	9 Squares	Roof, Asphalt Shingles		2020	15 to 20	4	660.00	5,940	5,940	16,758				6,506												
1.360	55	55 Squares	Roofs, Concrete Tiles, Original Building		2026	to 30	10	1,400.00	77,000	77,000	96,660										96,660						
1.361	35	35 Squares	Roofs, Concrete Tiles, Additions		2030	to 30	14	1,400.00	49,000	49,000	67,368														67,368		
1.380	90	90 Squares	Roofs, EPDM		2019	15 to 20	3	1,250.00	112,500	112,500	310,240				120,442												
1.500	40	40 Squares	Roof, Modified Bitumen, Locker Rooms & Offices (incl. additional removal)		2019	15 to 20	3	1,250.00	50,000	50,000	144,309				59,954												
1.800	2,700	2,700 Square Feet	Walls, Masonry, Inspections and Repairs (includes chimney, sealants)		2027	8 to 12	11	3.00	8,100	8,100	23,460											10,402					
1.940	1	1 Allowance	Walls, Wood Siding, Paint Finishes (includes soffits, tennis building)		2024	4 to 6	8	15,000.00	15,000	15,000	114,399							17,993						20,159			
1.945	4,250	4,250 Square Feet	Walls, Wood Siding, Replacement		2019	to 45	3	10.00	42,500	42,500	45,500				45,500												
1.980	2,570	2,570 Square Feet	Windows and Doors, Wood Frames With Aluminum Cladding		2037	to 40	21	52.00	133,640	133,640	215,439																
Interior Building Elements																											
2.033	2	2 Each	Bars, Renovation		2025	to 25	9	10,000.00	20,000	20,000	24,542										24,542						
2.060	5,060	5,060 Square Feet	Ceilings, Acoustical Tiles, Grid and Lighting		2025	to 30	9	7.50	37,950	37,950	46,569									46,569							
2.200	270	270 Square Yards	Floor Coverings, Carpet, Dining Room and Offices		2017	8 to 12	1	65.00	17,550	17,550	72,526		17,954												23,586		
2.240	420	420 Square Yards	Floor Coverings, Tile, Hallways, Lobby, Etc.		2025	to 30	9	140.00	58,800	58,800	72,154										72,154						
2.300	110	110 Square Yards	Floor Coverings, Vinyl Tile, Grill Kitchen and Storage Rooms		2020	15 to 20	4	54.00	5,940	5,940	16,758					6,506											
2.400	100	100 Square Yards	Floor Coverings, Wood Laminate		2018	18 to 25	2	125.00	12,500	12,500	33,697				13,082												
2.519	2	1 Allowance	Kitchens, Equipment, Phased		2018	12 to 18	2 to 10	40,000.00	40,000	80,000	224,553				41,861							50,213					
2.520	1	1 Allowance	Kitchen, Renovation		2027	to 30	11	47,000.00	47,000	47,000	60,357												60,357				
2.560	30	30 Each	Light Fixtures, Dining Room and Lobby		2025	to 30	9	500.00	15,000	15,000	18,407									18,407							
2.680	2	2 Each	Locker Rooms, Renovation		2025	to 25	9	44,000.00	88,000	88,000	107,985										107,985						
2.788	1	1 Each	Moveable Wall Partition		2027	25 to 30	11	7,000.00	7,000	7,000	8,989												8,989				
2.800	13,000	13,000 Square Feet	Paint Finishes		2017	8 to 12	1	1.30	16,900	16,900	69,841		17,289												22,713		
2.900	6	6 Each	Rest Rooms, Renovation		2025	to 25	9	9,500.00	57,000	57,000	69,945										69,945						
Building Services Elements																											
3.050	1	1 Each	Air Handling Unit, Make-up Air, Kitchen		2020	15 to 20	4	20,000.00	20,000	20,000	56,422					21,904											
3.060	5	5 Each	Air Handling Units, Rooftop Heating and Cooling Units, 3- to 5-tons		2035	15 to 20	19	10,000.00	50,000	50,000	77,021																
3.061	1	1 Each	Air Handling Unit, Rooftop Heating and Cooling Unit, 20-tons		2035	15 to 20	19	46,000.00	46,000	46,000	70,859																
3.160	2	2 Each	Boilers, Domestic Hot Water, 650-MBH		2033	15 to 20	17	19,000.00	38,000	38,000	55,933																
3.300	1	1 Allowance	Electrical System, Main Panels		2040	to 70+	24	55,000.00	55,000	55,000	94,924																
3.440	1	1 Each	Generator, Emergency, 60-kW (Includes Transfer Switch)		2026	25 to 35	10	60,000.00	60,000	60,000	75,320													75,320			
3.555	1	1 Each	Life Safety System, Control Panel		2019	to 15	3	6,000.00	6,000	6,000	15,459				6,424												
3.560	1	1 Allowance	Life Safety System, Emergency Devices		2026	to 25	10	22,000.00	22,000	22,000	27,617													27,617			
3.860	1	1 Each	Storage Tank, Domestic Hot Water		2020	to 40	4	7,500.00	7,500	7,500	8,214				8,214												
3.940	1	1 Each	Water Heater, 76-MBH		2024	15 to 20	8	6,000.00	6,000	6,000	18,034									7,197							

RESERVE EXPENDITURES

Village of Oak Brook
Bath and Tennis Club
Oak Brook, Illinois

Line Item	Total Quantity	Per Phase Quantity	Units	Reserve Component Inventory	Estimated 1st Year of Event	Life Analysis, Years		Costs, \$						16 2032	17 2033	18 2034	19 2035	20 2036	21 2037	22 2038	23 2039	24 2040	25 2041	26 2042	27 2043	28 2044	29 2045	30 2046
						Useful	Remaining	Unit (2016)	Per Phase (2016)	Total (2016)	30-Year Total (Inflated)																	
Exterior Building Elements																												
1.140	1	1 Each	Chimney, Near Term Repairs		2018	n/a	2	10,000.00	10,000	10,000	15,698																	
1.280	9	9 Squares	Roof, Asphalt Shingles		2020	15 to 20	4	660.00	5,940	5,940	16,758										10,252							
1.360	55	55 Squares	Roofs, Concrete Tiles, Original Building		2026	to 30	10	1,400.00	77,000	77,000	96,660																	
1.361	35	35 Squares	Roofs, Concrete Tiles, Additions		2030	to 30	14	1,400.00	49,000	49,000	67,368																	
1.380	90	90 Squares	Roofs, EPDM		2019	15 to 20	3	1,250.00	112,500	112,500	310,240										189,798							
1.500	40	40 Squares	Roof, Modified Bitumen, Locker Rooms & Offices (incl. additional removal)		2019	15 to 20	3	1,250.00	50,000	50,000	144,309										84,355							
1.800	2,700	2,700 Square Feet	Walls, Masonry, Inspections and Repairs (includes chimney, sealants)		2027	8 to 12	11	3.00	8,100	8,100	23,460							13,058										
1.940	1	1 Allowance	Walls, Wood Siding, Paint Finishes (includes soffits, tennis building)		2024	4 to 6	8	15,000.00	15,000	15,000	114,399			22,587							25,306					28,354		
1.945	4,250	4,250 Square Feet	Walls, Wood Siding, Replacement		2019	to 45	3	10.00	42,500	42,500	45,500																	
1.980	2,570	2,570 Square Feet	Windows and Doors, Wood Frames With Aluminum Cladding		2037	to 40	21	52.00	133,640	133,640	215,439							215,439										
Interior Building Elements																												
2.033	2	2 Each	Bars, Renovation		2025	to 25	9	10,000.00	20,000	20,000	24,542																	
2.060	5,060	5,060 Square Feet	Ceilings, Acoustical Tiles, Grid and Lighting		2025	to 30	9	7.50	37,950	37,950	46,569																	
2.200	270	270 Square Yards	Floor Coverings, Carpet, Dining Room and Offices		2017	8 to 12	1	65.00	17,550	17,550	72,526											30,986						
2.240	420	420 Square Yards	Floor Coverings, Tile, Hallways, Lobby, Etc.		2025	to 30	9	140.00	58,800	58,800	72,154																	
2.300	110	110 Square Yards	Floor Coverings, Vinyl Tile, Grill Kitchen and Storage Rooms		2020	15 to 20	4	54.00	5,940	5,940	16,758											10,252						
2.400	100	100 Square Yards	Floor Coverings, Wood Laminate		2018	18 to 25	2	125.00	12,500	12,500	33,697							20,615										
2.519	2	1 Allowance	Kitchens, Equipment, Phased		2018	12 to 18	2 to 10	40,000.00	40,000	80,000	224,553			60,231										72,248				
2.520	1	1 Allowance	Kitchen, Renovation		2027	to 30	11	47,000.00	47,000	47,000	60,357																	
2.560	30	30 Each	Light Fixtures, Dining Room and Lobby		2025	to 30	9	500.00	15,000	15,000	18,407																	
2.680	2	2 Each	Locker Rooms, Renovation		2025	to 25	9	44,000.00	88,000	88,000	107,985																	
2.788	1	1 Each	Moveable Wall Partition		2027	25 to 30	11	7,000.00	7,000	7,000	8,989																	
2.800	13,000	13,000 Square Feet	Paint Finishes		2017	8 to 12	1	1.30	16,900	16,900	69,841												29,839					
2.900	6	6 Each	Rest Rooms, Renovation		2025	to 25	9	9,500.00	57,000	57,000	69,945																	
Building Services Elements																												
3.050	1	1 Each	Air Handling Unit, Make-up Air, Kitchen		2020	15 to 20	4	20,000.00	20,000	20,000	56,422											34,518						
3.060	5	5 Each	Air Handling Units, Rooftop Heating and Cooling Units, 3- to 5-tons		2035	15 to 20	19	10,000.00	50,000	50,000	77,021					77,021												
3.061	1	1 Each	Air Handling Unit, Rooftop Heating and Cooling Unit, 20-tons		2035	15 to 20	19	46,000.00	46,000	46,000	70,859					70,859												
3.160	2	2 Each	Boilers, Domestic Hot Water, 650-MBH		2033	15 to 20	17	19,000.00	38,000	38,000	55,933		55,933															
3.300	1	1 Allowance	Electrical System, Main Panels		2040	to 70+	24	55,000.00	55,000	55,000	94,924											94,924						
3.440	1	1 Each	Generator, Emergency, 60-kW (Includes Transfer Switch)		2026	25 to 35	10	60,000.00	60,000	60,000	75,320																	
3.555	1	1 Each	Life Safety System, Control Panel		2019	to 15	3	6,000.00	6,000	6,000	15,459			9,035														
3.560	1	1 Allowance	Life Safety System, Emergency Devices		2026	to 25	10	22,000.00	22,000	22,000	27,617																	
3.860	1	1 Each	Storage Tank, Domestic Hot Water		2020	to 40	4	7,500.00	7,500	7,500	8,214																	
3.940	1	1 Each	Water Heater, 76-MBH		2024	15 to 20	8	6,000.00	6,000	6,000	18,034													10,837				

RESERVE EXPENDITURES

Village of Oak Brook
Bath and Tennis Club
Oak Brook, Illinois

Explanatory Notes:

- 1) 2.3% is the estimated future Inflation Rate for estimating Future Replacement Costs.
2) FY2016 is Fiscal Year beginning January 1, 2016 and ending December 31, 2016.

Line Item	Total Quantity	Per Phase Quantity	Units	Reserve Component Inventory	Estimated 1st Year of Event	Life Analysis, Years		Costs, \$				RUL = 0 FY2016	1 2017	2 2018	3 2019	4 2020	5 2021	6 2022	7 2023	8 2024	9 2025	10 2026	11 2027	12 2028	13 2029	14 2030	15 2031
						Useful	Remaining	Unit (2016)	Per Phase (2016)	Total (2016)	30-Year Total (Inflated)																
Property Site Elements																											
4.040	1,960	1,960 Square Yards	Asphalt Pavement, Mill and Overlay, Drives		2036	15 to 20	20	17.50	34,300	34,300	54,051																
4.041	4,080	4,080 Square Yards	Asphalt Pavement, Mill and Overlay, Parking Areas		2042	15 to 20	26	17.50	71,400	71,400	128,963																
4.045	1,960	1,960 Square Yards	Asphalt Pavement, Total Replacement, Drives		2017	15 to 20	1	33.00	64,680	64,680	66,168		66,168														
4.046	4,080	4,080 Square Yards	Asphalt Pavement, Total Replacement, Parking Areas		2023	15 to 20	7	33.00	134,640	134,640	157,871							157,871									
4.140	21,300	1,330 Square Feet	Concrete Sidewalks, Partial		2018	to 65	2 to 30+	10.00	13,300	213,000	156,438			13,919			15,244				16,696				18,286		
4.285	480	480 Linear Feet	Fences, Wood		2019	15 to 20	3	43.00	20,640	20,640	56,919				22,097												
4.360	1	1 Each	Gazebo		2020	to 25	4	27,000.00	27,000	27,000	81,781					29,571											
4.420	16	16 Zones	Irrigation System (excludes tennis courts)		2036	to 40	20	2,500.00	40,000	40,000	63,034																
4.559	15	15 Each	Light Fixtures, Bollards		2018	to 20	2	600.00	9,000	9,000	24,261			9,419													
4.560	6	6 Each	Light Poles and Fixtures		2031	to 25	15	2,900.00	17,400	17,400	24,473														24,473		
4.700	1	1 Each	Pond, Aerator		2022	10 to 15	6	6,500.00	6,500	6,500	17,929						7,450										
4.710	850	285 Linear Feet	Pond, Erosion Control, Partial		2018	to 15	2	60.00	17,100	17,100	43,066			17,896													
4.730	4,160	1,040 Square Yards	Pond, Sediment Removal, Partial		2033	to 30	17	32.00	33,280	33,280	48,986																
4.736	190	190 Linear Feet	Railings, Steel		2036	to 35	20	57.00	10,830	10,830	17,066																
Tennis Elements																											
5.300	1	1 Allowance	Building Exterior Renovation		2017	to 25	1	25,000.00	25,000	25,000	70,730		25,575														
5.303	1	1 Allowance	Catch Basin, Landscape, Install		2017	n/a	1	15,000.00	15,000	15,000	15,345		15,345														
5.800	3	3 Courts	Tennis Courts, Clay, Renovation, Courts 1-5, Above Ground Irrigation		2021	35 to 40	5	45,000.00	135,000	135,000	151,256					151,256											
5.801	2	2 Courts	Tennis Courts, Clay, Renovation, Courts 1-5, Subsurface Irrigation		2035	35 to 40	19	45,000.00	90,000	90,000	138,637																
5.802	3	3 Courts	Tennis Courts, Clay, Renovation, Courts 6-8, Above Ground Irrigation		2024	35 to 40	8	45,000.00	135,000	135,000	161,934								161,934								
5.810	1,380	1,380 Linear Feet	Tennis Courts, Fences, Courts 1-5		2021	to 25	5	44.00	60,720	60,720	188,147					68,031											
5.811	815	815 Linear Feet	Tennis Courts, Fences, Courts 6-8		2024	to 25	8	44.00	35,860	35,860	43,015								43,015								
Pool Elements																											
6.200	11,700	11,700 Square Feet	Concrete Deck, Textured Coating, Partial Replacements and Repairs		2023	8 to 12	7	6.00	70,200	70,200	200,747							82,313									
6.278	3	3 Each	Diving Boards, Subsequent		2044	to 15	28	6,000.00	18,000	18,000	34,024																
6.400	680	680 Linear Feet	Fence, Aluminum (includes additional enclosure at wading pool)		2023	to 25	7	45.00	30,600	30,600	35,880							35,880									
6.500	1	1 Allowance	Furniture		2023	to 12	7	31,000.00	31,000	31,000	84,102							36,349									
6.600	1	1 Each	Mechanical Equipment, Heater, 1,260-MBH		2029	15 to 20	13	34,000.00	34,000	34,000	109,962													45,694			
6.601	1	1 Each	Mechanical Equipment, Pump, 25-HP		2029	15 to 20	13	14,000.00	14,000	14,000	45,278													18,815			
6.602	1	1 Allowance	Mechanical Equipment, Filter System (repl. with fiberglass tank sand filters)		2029	to 15	13	15,000.00	15,000	15,000	48,513													20,159			
6.798	5,800	5,800 Square Feet	Pool Finishes, Paint, Diving and Lap Pools, Near Term		2019	4 to 6	3	7.00	40,600	40,600	92,166				43,466				48,700								
6.799	5,800	5,800 Square Feet	Pool Finishes, Plaster, Diving and Lap Pools, Subsequent		2039	8 to 12	23	13.00	75,400	75,400	127,207																
6.800	800	800 Square Feet	Pool Finish, Plaster, Wading Pool		2017	8 to 12	1	13.00	10,400	10,400	28,185		10,639														
6.870	4	4 Each	Shade Structures		2018	15 to 20	2	5,000.00	20,000	20,000	47,810			20,931										26,879			
6.900	6,600	6,600 Square Feet	Structures and Deck, Total Replacement (includes diving stands)		2029	to 60	13	450.00	2,970,000	2,970,000	3,991,533													3,991,533			
		1 Allowance	Reserve Study Update with Site Visit		2018	2	2	6,400.00	6,400	6,400	6,400			6,400													
Anticipated Expenditures, By Year											\$8,937,834	0	152,970	139,206	297,883	72,701	219,287	22,694	312,413	278,839	339,602	266,506	79,748	0	4,169,538	85,654	24,473

RESERVE EXPENDITURES

Village of Oak Brook Bath and Tennis Club Oak Brook, Illinois				Estimated 1st Year of Event	Life Analysis, Years		Costs, \$				16 2032	17 2033	18 2034	19 2035	20 2036	21 2037	22 2038	23 2039	24 2040	25 2041	26 2042	27 2043	28 2044	29 2045	30 2046
Line Item	Total Quantity	Per Phase Quantity	Units		Useful	Remaining	Unit (2016)	Per Phase (2016)	Total (2016)	30-Year Total (Inflated)															
Property Site Elements																									
4.040	1,960	1,960 Square Yards	Asphalt Pavement, Mill and Overlay, Drives	2036	15 to 20	20	17.50	34,300	34,300	54,051					54,051										
4.041	4,080	4,080 Square Yards	Asphalt Pavement, Mill and Overlay, Parking Areas	2042	15 to 20	26	17.50	71,400	71,400	128,963											128,963				
4.045	1,960	1,960 Square Yards	Asphalt Pavement, Total Replacement, Drives	2017	15 to 20	1	33.00	64,680	64,680	66,168															
4.046	4,080	4,080 Square Yards	Asphalt Pavement, Total Replacement, Parking Areas	2023	15 to 20	7	33.00	134,640	134,640	157,871															
4.140	21,300	1,330 Square Feet	Concrete Sidewalks, Partial	2018	to 65	2 to 30+	10.00	13,300	213,000	156,438			20,027				21,934				24,022				26,310
4.285	480	480 Linear Feet	Fences, Wood	2019	15 to 20	3	43.00	20,640	20,640	56,919							34,822								
4.360	1	1 Each	Gazebo	2020	to 25	4	27,000.00	27,000	27,000	81,781													52,210		
4.420	16	16 Zones	Irrigation System (excludes tennis courts)	2036	to 40	20	2,500.00	40,000	40,000	63,034					63,034										
4.559	15	15 Each	Light Fixtures, Bollards	2018	to 20	2	600.00	9,000	9,000	24,261							14,842								
4.560	6	6 Each	Light Poles and Fixtures	2031	to 25	15	2,900.00	17,400	17,400	24,473															
4.700	1	1 Each	Pond, Aerator	2022	10 to 15	6	6,500.00	6,500	6,500	17,929						10,479									
4.710	850	285 Linear Feet	Pond, Erosion Control, Partial	2018	to 15	2	60.00	17,100	17,100	43,066		25,170													
4.730	4,160	1,040 Square Yards	Pond, Sediment Removal, Partial	2033	to 30	17	32.00	33,280	33,280	48,986		48,986													
4.736	190	190 Linear Feet	Railings, Steel	2036	to 35	20	57.00	10,830	10,830	17,066					17,066										
Tennis Elements																									
5.300	1	1 Allowance	Building Exterior Renovation	2017	to 25	1	25,000.00	25,000	25,000	70,730											45,155				
5.303	1	1 Allowance	Catch Basin, Landscape, Install	2017	n/a	1	15,000.00	15,000	15,000	15,345															
5.800	3	3 Courts	Tennis Courts, Clay, Renovation, Courts 1-5, Above Ground Irrigation	2021	35 to 40	5	45,000.00	135,000	135,000	151,256															
5.801	2	2 Courts	Tennis Courts, Clay, Renovation, Courts 1-5, Subsurface Irrigation	2035	35 to 40	19	45,000.00	90,000	90,000	138,637				138,637											
5.802	3	3 Courts	Tennis Courts, Clay, Renovation, Courts 6-8, Above Ground Irrigation	2024	35 to 40	8	45,000.00	135,000	135,000	161,934															
5.810	1,380	1,380 Linear Feet	Tennis Courts, Fences, Courts 1-5	2021	to 25	5	44.00	60,720	60,720	188,147														120,116	
5.811	815	815 Linear Feet	Tennis Courts, Fences, Courts 6-8	2024	to 25	8	44.00	35,860	35,860	43,015															
Pool Elements																									
6.200	11,700	11,700 Square Feet	Concrete Deck, Textured Coating, Partial Replacements and Repairs	2023	8 to 12	7	6.00	70,200	70,200	200,747								118,434							
6.278	3	3 Each	Diving Boards, Subsequent	2044	to 15	28	6,000.00	18,000	18,000	34,024												34,024			
6.400	680	680 Linear Feet	Fence, Aluminum (includes additional enclosure at wading pool)	2023	to 25	7	45.00	30,600	30,600	35,880															
6.500	1	1 Allowance	Furniture	2023	to 12	7	31,000.00	31,000	31,000	84,102				47,753											
6.600	1	1 Each	Mechanical Equipment, Heater, 1,260-MBH	2029	15 to 20	13	34,000.00	34,000	34,000	109,962													64,268		
6.601	1	1 Each	Mechanical Equipment, Pump, 25-HP	2029	15 to 20	13	14,000.00	14,000	14,000	45,278													26,463		
6.602	1	1 Allowance	Mechanical Equipment, Filter System (repl. with fiberglass tank sand filters)	2029	to 15	13	15,000.00	15,000	15,000	48,513													28,354		
6.798	5,800	5,800 Square Feet	Pool Finishes, Paint, Diving and Lap Pools, Near Term	2019	4 to 6	3	7.00	40,600	40,600	92,166															
6.799	5,800	5,800 Square Feet	Pool Finishes, Plaster, Diving and Lap Pools, Subsequent	2039	8 to 12	23	13.00	75,400	75,400	127,207								127,207							
6.800	800	800 Square Feet	Pool Finish, Plaster, Wading Pool	2017	8 to 12	1	13.00	10,400	10,400	28,185								17,546							
6.870	4	4 Each	Shade Structures	2018	15 to 20	2	5,000.00	20,000	20,000	47,810															
6.900	6,600	6,600 Square Feet	Structures and Deck, Total Replacement (includes diving stands)	2029	to 60	13	450.00	2,970,000	2,970,000	3,991,533															
		1 Allowance	Reserve Study Update with Site Visit	2018	2	2	6,400.00	6,400	6,400	6,400															
Anticipated Expenditures, By Year										\$8,937,834	0	130,089	111,880	334,270	134,151	238,976	57,391	597,468	149,946	60,825	281,225	0	181,463	52,210	146,426

RESERVE FUNDING PLAN

CASH FLOW ANALYSIS

Village of Oak Brook

Bath and Tennis Club

Oak Brook, Illinois

Individual Reserve Budgets & Cash Flows for the Next 30 Years

	FY2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Reserves at Beginning of Year (Note 1)	N/A	0	92,651	447,064	657,889	1,109,840	1,432,197	1,969,007	2,233,773	2,548,599	2,819,489	3,180,914	3,748,828	4,418,588	913,903	950,751
Total Recommended Reserve Contributions (Note 2)	N/A	245,000	490,000	501,300	512,800	524,600	536,700	549,000	561,600	574,500	587,700	601,200	615,000	629,100	110,000	112,500
Plus Estimated Interest Earned, During Year (Note 3)	N/A	621	3,619	7,408	11,852	17,044	22,804	28,179	32,065	35,992	40,231	46,462	54,760	35,753	12,502	13,429
Less Anticipated Expenditures, By Year	N/A	(152,970)	(139,206)	(297,883)	(72,701)	(219,287)	(22,694)	(312,413)	(278,839)	(339,602)	(266,506)	(79,748)	0	(4,169,538)	(85,654)	(24,473)
Anticipated Reserves at Year End	<u>\$0</u>	<u>\$92,651</u> (NOTE 5)	<u>\$447,064</u>	<u>\$657,889</u>	<u>\$1,109,840</u>	<u>\$1,432,197</u>	<u>\$1,969,007</u>	<u>\$2,233,773</u>	<u>\$2,548,599</u>	<u>\$2,819,489</u>	<u>\$3,180,914</u>	<u>\$3,748,828</u>	<u>\$4,418,588</u>	<u>\$913,903</u> (NOTE 5)	<u>\$950,751</u>	<u>\$1,052,207</u>

(continued)

Individual Reserve Budgets & Cash Flows for the Next 30 Years, Continued

	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046
Reserves at Beginning of Year	1,052,207	1,182,289	1,185,777	1,210,362	1,014,207	1,019,693	922,640	1,010,108	558,054	553,561	641,952	512,870	668,491	646,948	758,763
Total Recommended Reserve Contributions	115,100	117,700	120,400	123,200	126,000	128,900	131,900	134,900	138,000	141,200	144,400	147,700	151,100	154,600	158,200
Plus Estimated Interest Earned, During Year	14,982	15,877	16,065	14,915	13,637	13,023	12,959	10,514	7,453	8,016	7,743	7,921	8,820	9,425	10,323
Less Anticipated Expenditures, By Year	0	(130,089)	(111,880)	(334,270)	(134,151)	(238,976)	(57,391)	(597,468)	(149,946)	(60,825)	(281,225)	0	(181,463)	(52,210)	(146,426)
Anticipated Reserves at Year End	<u>\$1,182,289</u>	<u>\$1,185,777</u>	<u>\$1,210,362</u>	<u>\$1,014,207</u>	<u>\$1,019,693</u>	<u>\$922,640</u>	<u>\$1,010,108</u>	<u>\$558,054</u>	<u>\$553,561</u>	<u>\$641,952</u>	<u>\$512,870</u>	<u>\$668,491</u>	<u>\$646,948</u>	<u>\$758,763</u>	<u>\$780,860</u> (NOTE 4)

Explanatory Notes:

- 1) Year 2016 ending reserves are projected by the Finance Director as of December 31, 2016; FY2016 starts January 1, 2016 and ends December 31, 2016.
- 2) 2017 is the first year of recommended contributions.
- 3) 1.35% is the estimated annual rate of return on invested reserves
- 4) Accumulated year 2046 ending reserves consider the need to fund for subsequent interior renovations and replacement of tennis courts after 2046, and the age, size, overall condition and complexity of the property.
- 5) Threshold Funding Years (reserve balance at critical point).

4. CONDITION ASSESSMENT

The Condition Assessment of this *Full Reserve Study* includes *Enhanced Solutions and Procedures* for select significant components. These narratives describe the Reserve Components, document specific problems and conditions, and may include detailed solutions and procedures for necessary capital repairs and replacements for the benefit of current and future board members. We advise the Board use this information to help define the scope and procedures for repair or replacement when soliciting bids or proposals from contractors. *However, the Report in whole or part is not and should not be used as a design specification or design engineering service.*

Exterior Building Elements



Clubhouse front elevation



Clubhouse front elevation



Clubhouse elevation at pool side



Clubhouse elevation at tennis side



Clubhouse rear elevation

Chimney - The clubhouse includes one stone masonry chimney. We note efflorescence and evidence of water infiltration. The Superintendent of Public Works and Building Maintenance Technician inform us of leakage at the flue liner, deterioration at the cap and that currently the fireplace is not operational.



Chimney



Sealant and flashing at chimney and roof



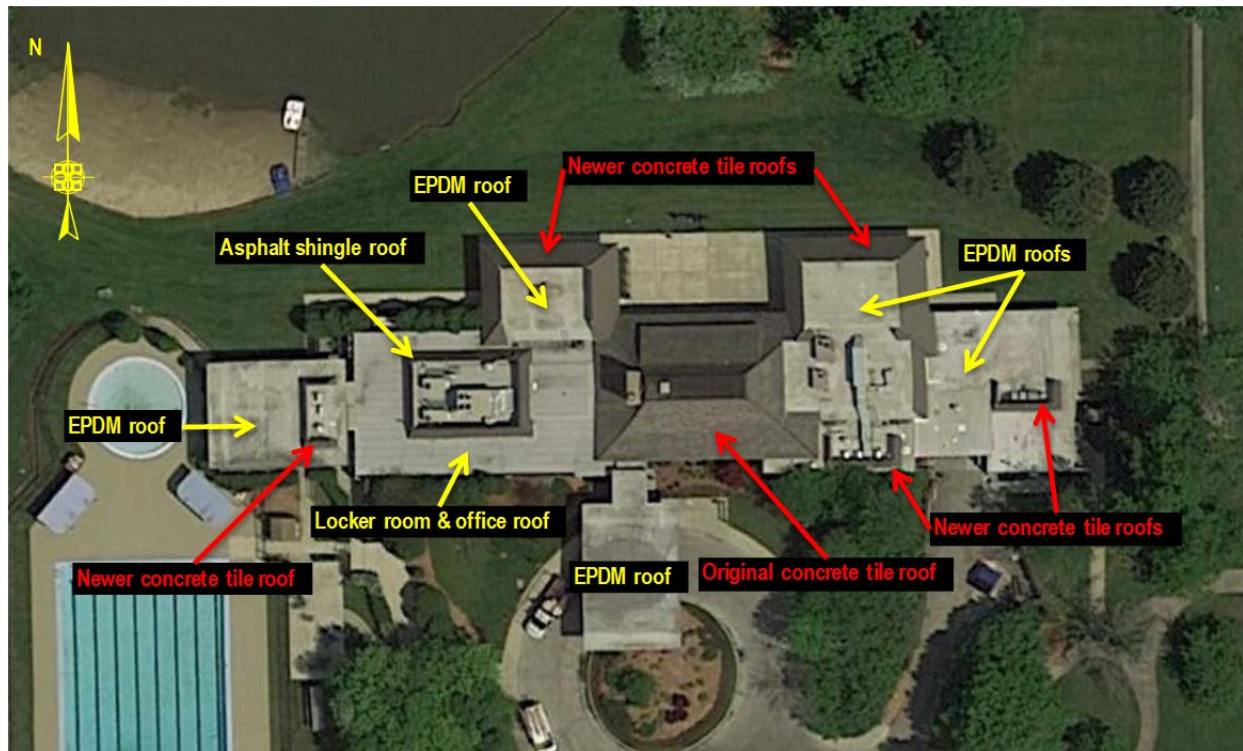
Efflorescence



Seepage at interior

Chimneys have an indeterminate useful life with the benefit of inspections and capital repairs. We include discussion on normal maintenance under a separate narrative, “**Walls, Masonry**”. However, based on the existing condition, we recommend the Corporation anticipate partial repointing of the masonry, and replacement of the flue and cap by 2018. We depict this information on Line Item 1.140 of ***Reserve Expenditures***. The time and cost of this near term repair may vary.

Roof, Asphalt Shingles - Approximately nine *squares*¹ of asphalt shingles comprise the mansard roof over the locker rooms. We include an overview of the various roofs in the map below.



The asphalt shingle roof was replaced from 2000 to 2001, and is in good overall condition. the Superintendent of Public Works and Building Maintenance Technician do not report a history of leaks at the asphalt shingle roof.

¹ We quantify the roof area in *squares* where one square is equal to 100 square feet of surface area.



Asphalt shingle roof

The useful life of asphalt shingle roofs in Oak Brook is from 15- to 20-years. Based on the age and condition of the roof, we recommend Bath and Tennis Club budget for replacement by 2020 and again by 2040. We note this information on Line Item 1.280 of ***Reserve Expenditures***. We base our cost on replacement with standard laminate Class A 240-260-pounds per square shingles. The Corporation should fund any repairs prior to the complete replacement of the roof through the operating budget.

Roofs, Concrete Tiles - Approximately 55 squares of concrete tiles comprise the original building roof and 35 squares of concrete tiles comprise the addition roofs installed in 2000 and 2001. The Bath and Tennis Club replaced a significant portion of the tiles and completed repairs at the original building in 2000 and 2001. The Bath and Tennis Club also has extra original tiles in storage. However, the style of tiles at the original building is no longer available. The roofs are in good to fair overall condition. The Superintendent of Public Works and Building Maintenance Technician do not report a history of leaks at the concrete tile roofs. Our visual inspection from the ground notes spalled tiles at the original building roof and isolated cracks at the newer roofs.



Concrete tile roof at addition



Older and newer concrete tile roofs



Older concrete tiles, note rust at flashing



Spall evident at older concrete tiles



Isolated cracked tile at addition



We include the following solutions and procedures pertaining to replacement of concrete tile roofs for the benefit of present and future board members.

The useful life of a concrete tile roof is up to 30 years. A tile roof rarely fails at all points of application simultaneously. Rather, occurrences of roof leaks will increase as more concrete tiles crack, break and dislodge. This deterioration will result in increased maintenance costs such that replacement becomes the least costly long-term alternative as compared to ongoing repairs.

A concrete tile roof system comprises sheathing, underlayments, battens and the tiles themselves. The following narrative briefly discusses these components.

Sheathing - We recommend a minimum of 15/32 inch thick plywood sheathing. We do not recommend the use of oriented strand board (OSB) due to its poor performance in high wind conditions or in the event of becoming saturated due to eventual roof leaks.

Underlayments - We recommend a double layer of 30-pound felt paper, modified bitumen sheet or self adhered ("peel and stick") sheet.

Battens - Battens are wood or composite strips that elevate the tile off the underlayment allowing for air and storm water flow between the underlayment and tiles.

Tiles - Traditional roof tiles include clay and concrete. Depending on their composition, tiles are hand pressed or machine extruded, are fired or cured and come in multiple finishes. The tiles are mechanically fastened, adhesive set, foam applied or mudded onto the sheathing.

We could not confirm the type of underlayment due to the noninvasive, nondestructive nature of our visual inspection. However, replacement standards should conform to the local building code and manufacturer's specifications at the time of actual replacement. The manner of construction is such that the underlayment is the primary line of defense from water infiltration. The tiles act to shade the underlayment from harmful sunlight and to protect the roof from heavy winds. Most storm water is shed from the roof tiles into the gutters or over the edge of the roof. However, this tile style is meant to allow water to pass between the tiles onto the

underlayment. The underlayment thus sheds any remaining water into the gutters. In fact, horizontal driving rains will force their way up and under the tile only to be shed at some other point.

The function of flashing is to provide a watertight junction between the roofing materials and roof penetrations. Plumbing vent stacks are one example where counter flashing and collars are often used. A short list of these points is the interface of sloped and flat roofs, at the leading edges of all roofs (*as drip edge flashing*), and any openings in the sloped roof such as plumbing stack vents and roof vents.

There are three general considerations for the maintenance of concrete tile roofs that we discuss in the following narratives.

Eradication of Pests - It is common for birds or animals to nest in the cavities of the edge tiles. These conditions are most common in shaded areas. As trees around the roofs continue to mature and encroach on the roofs, the Corporation should watch for the problem of infestation and prune back the trees as normal maintenance.

Removal of Mildew - Mildew build-up is a common aesthetic concern for homeowners. If the Corporation chooses to clean the roofs of mildew and any related stains, we advise the Corporation use a mild solution of anti-fungal chemicals and water, such as a ten percent (10%) chlorine to water solution. Personnel can apply the solution by walking across the roofs or by a remote aerial boom spray nozzle. The latter is the safest but more costly method. Use of personnel on the roofs will result in some tile damage. However, the additional cost of an aerial boom may outweigh the potential repair costs. We advise the Corporation to obtain bids for both methods and weigh the overall cost options. In any event, the contractor should include the cost to repair any broken tiles that result from the cleaning operation.

Ongoing Repairs - Ongoing repairs, if conducted in a timely manner, should help maximize and achieve the long anticipated useful life inherent in concrete roofing tiles. The Corporation should retain a maintenance company for inspections of the roofs semiannually and after significant storms, and conduct repairs and partial replacements as necessary.

The Corporation should fund these maintenance activities through the operating budget.

The Corporation should employ the above procedures as they relate to maintenance and normal repairs to achieve a long useful life for the concrete tile roofs. In consideration of the age and visual condition, we advise the Corporation prepare for replacement at the original building by 2026 and at the additions by 2030. We depict this information on Line Items 1.360 and 1.361 of ***Reserve Expenditures***. Our estimates of cost include an allowance for replacement of gutters and downspouts.

Roofs, EPDM - The roofs at Bath and Tennis Club consist of 90 squares of ethylene propylene diene monomer (EPDM) roofing. The roofs were replaced in 2000 and 2001 and are in fair overall condition. The Superintendent of Public Works and Building Maintenance Technician report heavy amounts of standing water on a regular basis and insufficient drainage. Our visual inspection notes standing water, evidence inadequate drainage and bulges in the membrane. However, we were unable to visually inspect all the EPDM roofs.



Standing water at EPDM roof



Standing water at EPDM roof



**Accelerated wood deterioration caused by roof
drainage at porte-cochere**

The useful life of EPDM roofs in Oak Brook is from 15- to 20-years. We include the following solutions and procedures pertaining to replacement of EPDM roofs for the benefit of present and future board members.

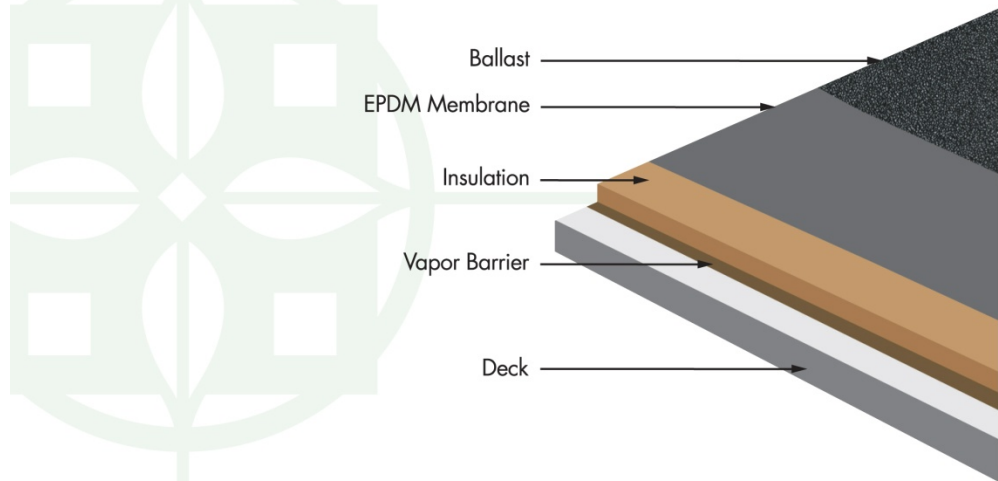
Reroofing is always more labor intensive than an original installation. Removal and disposal are a problem in multistory buildings because of problems conveying the materials off and onto the roof. To maximize the remaining useful life of the roof, the Corporation should conduct periodic repairs as necessary and fund these expenses through the operating budget. The Corporation should retain a maintenance company for inspections of the roofs semiannually and fund these inspections through the operating budget.

EPDM membrane roofing is a synthetic-rubber compound that provides outstanding physical performance properties and weathering characteristics. EPDM is a single-ply roof membrane which is used on flat and low-pitch roofs. Unlike built-up roofing systems, EPDM roofs require a less labor intensive installation.

Contractors can install a new EPDM roof in one of two ways: *tear-off* or an *overlay*. An *overlay* is the application of a new roof membrane over an existing roof. This method, although initially more economical, often covers up problems with the deck, flashing and saturated insulation. The *tear-off* method of replacement includes removal of the existing roofing, flashings and insulation, and installation of a new roofing system. The contractor should follow the manufacturer's directions and specifications upon installation of the roof. The contractor should remove the original insulation if saturated or compacted and apply a new layer of insulation from ½ inch to one inch thick per the manufacturer's instructions. The insulation should fit loosely with gaps no greater than ¼ inch. Gaps will cause failure of the membrane later. Mechanical fastening of the insulation is the best manner of installation. The contractor should start the installation of a roof membrane from the lowest points of the roof. The exposed top of an EPDM membrane (synthetic rubber) roof system ranges in thickness from 45- to 120-mils but 60 mils is most common. Seams overlap one another with a chemical or thermoset heat weld. The EPDM membrane attaches to the underlying roof system with a combination of mechanical fasteners, adhesives or stone ballast.² The following detail depicts a typical EPDM roof:

² Learn more about single-ply membrane roofs at <http://www.spri.org>. SPRI is the association representing sheet membrane and component suppliers to the commercial roofing industry.

EPDM ROOF DETAIL



© Reserve Advisors, Inc.

The time or need to replace the roofs becomes apparent with multiple or recurring leaks. The Corporation should determine whether the origin of the leaks is from the membrane or flashings. Repairs of the flashings may be more cost-effective than replacement of the entire roof. However, because of the difficulty in finding several or many breaks in a roof, replacement eventually becomes the more economical option rather than repair. We recommend Bath and Tennis Club prepare for a complete tear-off at the time of replacement by 2019 and again by 2039. We depict this information on Line Item 1.380 of ***Reserve Expenditures***.

Roof, Modified Bitumen - The roof over the locker rooms and offices at Bath and Tennis Club consists of 40 squares of modified bitumen roofing. The roof was replaced from 1989 to 1990 and is in fair reported condition. The Building Maintenance Technician informs us there are two layers of roof membrane. We are not aware of a history of recent leaks.



Modified bitumen roof

The useful life of modified bitumen roofs in Oak Brook is from 15- to 20-years. We include the following solutions and procedures pertaining to replacement of modified bitumen roofs for the benefit of present and future board members.

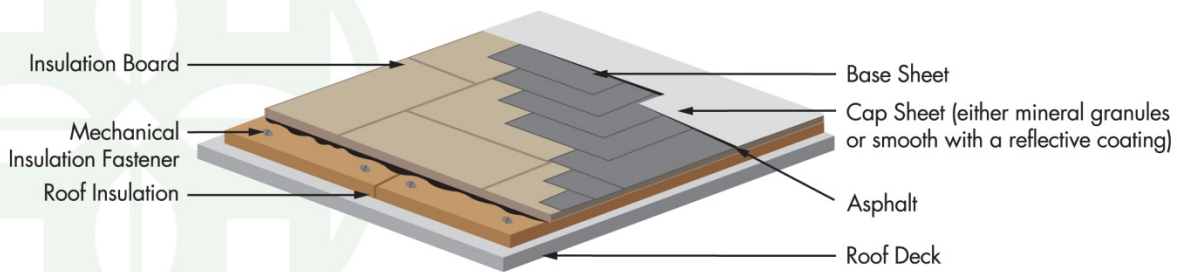
Reroofing is always more labor intensive than an original installation. Removal and disposal are a problem in multistory buildings because of problems conveying the materials off and onto the roof. To maximize the remaining useful life of the roof, the Corporation should conduct periodic repairs as necessary and fund these expenses through the operating budget. The Corporation should retain a maintenance company for inspections of the roofs semiannually and fund these inspections through the operating budget.

Modified bitumen roofing systems are composed of factory manufactured sheets of polymer-modified bitumen with polyester and/or fiberglass reinforcements. The bitumen adds a waterproof characteristic to the system and the reinforcements add strength and puncture resistance. These factory assembled roofing systems offer the advantages of a built-up roofing system through a less labor intensive installation.

Contractors can install a new modified bitumen roof in one of two ways: tear-off or an overlay. An overlay is the application of a new roof membrane over an existing roof. This method, although initially more economical, often covers up problems with the deck, flashing and saturated insulation. The tear-off method of replacement includes removal of the existing roofing, flashings and insulation, and installation of a new roofing system. The contractor should follow the manufacturer's directions and specifications upon installation of the roof. The contractor should remove the original insulation if saturated or compacted and apply a new layer of insulation from ½ inch to one inch thick per the manufacturer's instructions. The insulation should fit loosely with gaps no greater than ¼ inch. Gaps will cause failure of the membrane later. Mechanical fastening of the insulation is the best manner of installation. The contractor applies the base sheet of roofing over the insulation board. This sheet is normally 30-pound material. The contractor should start the installation of a roof membrane from the lowest points of the roof. Mechanical fastening and embedding the base sheet in a flood coat of hot asphalt is the best manner of installation. The membrane and plies are either torch applied (thermoset) or hot asphalt applied. We recommend the contractor use the torch method to install a modified bitumen membrane roof system. Mineral granules or reflective paints are sometimes used to protect the cap sheet from sunlight and physical wear. However, a reflective paint finish is often applied one or more years after the roof installation.³ The following detail depicts a typical modified bitumen roof:

³ Learn more about single-ply membrane roofs at <http://www.spri.org>. SPRI is the association representing sheet membrane and component suppliers to the commercial roofing industry.

MODIFIED BITUMEN ROOF DETAIL



© Reserve Advisors, Inc.

The time or need to replace the roofs becomes apparent with multiple or recurring leaks. The Corporation should determine whether the origin of the leaks is from the membrane or flashings. Repairs of the flashings may be more cost-effective than replacement of the entire roof. However, because of the difficulty in finding several or many breaks in a roof, replacement eventually becomes the more economical option rather than repair. We recommend Bath and Tennis Club prepare for a complete tear-off at the time of replacement by 2019 and again by 2039. We depict this information on Line Item 1.500 of ***Reserve Expenditures***. Our estimate of cost for replacement in 2019 includes an additional allowance for removal of two layers of roofing.

Walls, Masonry - Bath and Tennis Club maintains approximately 2,700 square feet of stone masonry at the clubhouse, including the chimney. This masonry is original and in good overall condition.



Stone masonry veneer

We recommend the Corporation anticipate an inspection and capital repairs to this masonry veneer every 8- to 12-years. These components will require repairs as a result of efflorescence accumulation, delamination of the stone and mortar deterioration. We recommend Bath and Tennis Club budget for a complete inspection of all the masonry veneer, repointing of up to seven percent (7%), replacement of a limited amount of stone and replacement of sealants as needed by 2027 and every 10 years thereafter. Line Item 1.800 of ***Reserve Expenditures*** notes our estimate of future costs and anticipated times of capital repairs.

Walls, Wood Siding, Paint Finishes - The clubhouse and tennis building include paint finish applications on the wood siding and soffits. Periodic application of a protective finish of paint or stain is an essential maintenance activity to maintain the physical appearance and integrity of these elements. The finish is in fair condition at an unknown age. The porte-cochere was stained in 2015. We note chipped and faded finish.



Wood soffit at porte-cochere



Faded and worn stain application

Management is likely familiar with many of the requirements for the periodic application of paint⁴ products. We include the following solutions and procedures as a summary of the minimum requirements for a successful paint finish application for present and future management.

Correct and complete preparation of the surface before application of the paint finish maximizes the useful life of the paint finish and surface. The contractor should remove all loose, peeled or blistered paint before application of the new paint finish. The contractor should then power wash the surface to remove all dirt or chalking of the prior paint finish.

Summarizing the minimum requirements of the proposed scope of work, all bids should include the following:

1. Name of paint finish product
2. The contractor will involve manufacturer representatives to ensure specifications and warranty
3. The contractor will apply the paint to clean and dry surfaces at the manufacturer's recommended spreading rates

⁴The term *paint* is a generic reference to a specialized mixture of solid pigment in a liquid solution that results in a clear, opaque or solid color protective finish. Product types are too numerous to list but include latex, oil, acrylic and elastomeric based products.

4. The contractor will apply successive coats of the paint finish, with sufficient time elapse between coats, as necessary to ensure uniform appearance
5. The contractor will replace deteriorated or damaged materials prior to the application of the paint finish
6. The contractor will replace deteriorated sealants or caulk prior to the application of the paint finish

The useful life of protective paint finishes in Oak Brook is from four- to six-years. Based on the recommended near term wood siding replacement, we recommend the Corporation defer the following activities until 2024:

- Paint finish applications
- Replacement of up to five percent (5%), of the siding (The exact amount of material in need of replacement will depend on the actual future conditions and desired appearance. We recommend replacement wherever holes, cracks and deterioration impair the ability of the material to prevent water infiltration.)
- Replacement of sealants as needed

Bath and Tennis Club should budget subsequent applications and associated replacements every five years thereafter. We depict this information on Line Item 1.940 of ***Reserve Expenditures***.

Walls, Wood Siding, Replacement - Natural cedar wood siding comprises approximately 4,250 square feet of the exterior walls. This quantity includes a limited amount of fiber cement siding, the screened-in porch walls and the wood soffits except at the porte-cochere which we consider long-lived. The siding is primarily original to 1974 and in fair to poor overall condition. The siding exhibits wood rot, damage and weathered siding.



Typical weathered wood at original building



Wood rot at original building



Damage at addition

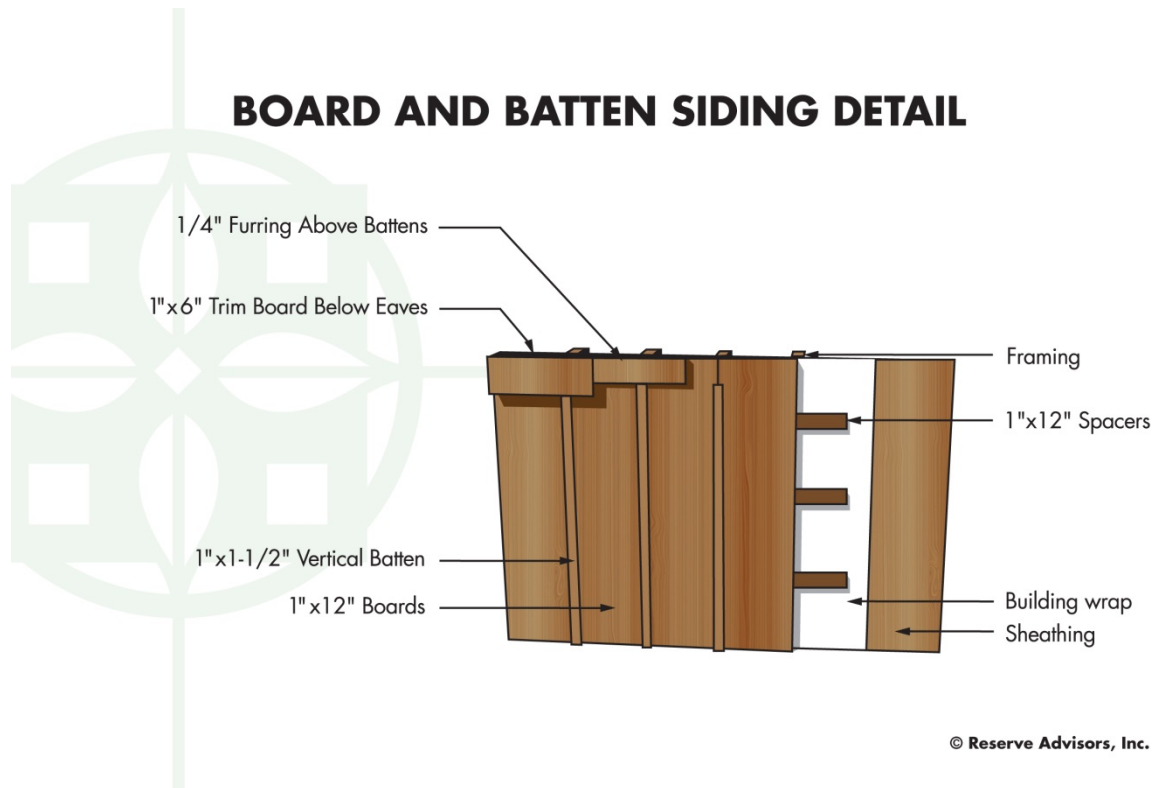


Damage at screened-in porch

The Corporation utilizes board and batten solid wood siding. Board and batten siding boards are installed vertically with the joints between boards being covered by narrow strips of wood. This siding tends to warp as the board width increases and has a minimized ability to shed storm water.

Wood siding is not watertight and is especially prone to water penetration at joints and knots. Therefore, wood siding should be installed over a continuous weather resistant barrier. The weather resistant barrier should include water-vapor permeable building paper and properly

integrated flashing around all penetrations. The following graphic details the typical components of a wood siding system.



The quality of wood siding is determined based on the grade and type of lumber. The grade of lumber (best is "A") describes the occurrence of natural defects, i.e., knots and checks. We base our cost on grade A lumber.

Naturally occurring defects in lumber as a result of growth patterns or lumber cut include the following:

- **Bow** - ends of board move towards each other and form a “rocking chair”
- **Case Harden Crack** - lumber is dried too fast creating internal stresses noted by cracks in the surface
- **Crook** - board warps from side to side, or “sags”
- **Cup** - parallel edges of the board move towards each other, or forms the letter "C"
- **Heart Pith** - soft, spongy tissue at the center of a tree

- **Knot** - location of branch growth
- **Twist** - ends of board rotate in opposite directions
- **Wane** - absence of material at board edge due to lumber cut

Isolated occurrences of these defects are normal in lumber. However, an inordinate occurrence of these defects indicates a low lumber grade. Low lumber grades have a shorter useful life than high lumber grades. Deterioration of the siding as a result of weathering and aging includes cracks, warp and rot. We base the remaining useful life of the siding on the amount of *existing* deterioration.

Lumber is either air-dried or kiln-dried. The moisture content of lumber used for siding should be less than eighteen percent (18%) of the total board weight. If primer and paint is applied to siding that exceeds this percentage, the paint will trap moisture inside the board and it may rot from the inside out or the paint finish may not properly adhere to the wood.

For purposes of this Reserve Study, we assume replacement of the wood siding in like kind. However, we recommend that Bath and Tennis Club consider fiber cement siding as a replacement material. Fiber cement siding is made from a combination of cement, sand and cellulose fiber. A wood grain imprint is typically applied to the exposed surface. This type of siding requires less frequent paint applications and has a longer useful life. Vinyl siding products are also acceptable alternatives. Replacement with vinyl siding eliminates the need for paint applications.

Based on the condition, type, occurrence of defects and history of maintenance, Bath and Tennis Club should anticipate a useful life of up to 45 years. This useful life is dependent upon paint applications and partial replacements of deteriorated siding every four- to six-years. See "**Walls, Wood Siding, Paint Finishes**" for our recommendations on these applications. We

include an allowance for replacement of the siding by 2019. We depict this information on Line Item 1.945 of ***Reserve Expenditures***.

Windows and Doors - Bath and Tennis Club maintains approximately 2,570 square feet of windows and doors. These components were replaced from 2000 to 2001 and are in good to fair overall condition. We note frame finish deterioration.



Windows at dining room



Frame finish deterioration

Construction of the windows and doors at Bath and Tennis Club includes the following:

- Manufactured by *Pella*
- Wood frames with aluminum cladding
- Dual pane glass
- Hinged doors

Properly maintained wood frame with aluminum cladding windows and doors have a useful life of up to 40 years. The useful life of the windows and doors is dependent on the occurrence of water infiltration, thermal inefficiencies compared to present technology, type of frame, availability of replacement parts and aesthetics. Based on the above factors, we recommend the Corporation budget for replacement by 2037. We note this information on Line Item 1.980 of ***Reserve Expenditures***. We base this estimate of remaining useful life in part on

the continued periodic replacement of joint sealants at the windows and doors. We discuss our recommendations for joint sealants in previous narratives, "**Walls, Masonry**" and "**Walls, Wood Siding, Paint Finishes**".

Interior Building Elements



Clubhouse interior



Main dining room



Lobby



Addition to clubhouse



Office

Bars - Bath and Tennis Club maintains two bars with various equipment adjacent to the dining room and lobby. The bars date to 2000 and 2001 are in good overall condition.



Bar

The bar components have a varied useful life of up to 25 years. We recommend the Corporation budget for renovations, including replacement of the equipment, by 2025. We depict this information on Line Item 2.033 of ***Reserve Expenditures***.

Ceilings, Acoustical Tiles, Grid and Lighting - The clubhouse uses a suspended metal grid, two-foot by four-foot decorative acoustical tile and lighting assembly that comprises approximately 5,060 square feet of ceiling finish. This quantity excludes the kitchen, locker

rooms and rest rooms, as we include replacement on separate line items. The assembly dates to 2000 and 2001, and is in fair overall condition. We note damage and stains.



Stained tiles

This ceiling finish assembly has a useful life of up to 30 years. However, damaged and soiled tiles due to leaks from plumbing pipes and at air supply grills may result in a shortened useful life. The Corporation should coordinate the replacement of this assembly with a major renovation of the interiors to help achieve a consistent appearance. We recommend Bath and Tennis Club plan for the aggregate replacement of the assembly by 2025 in coordination with other interior replacements. We depict this information on Line Item 2.060 of ***Reserve Expenditures***. The Corporation should fund interim replacements of the tiles through the operating budget.

Floor Coverings, Carpet - Carpet comprises 270 square yards of the floor coverings in the dining room and offices. Contractor measurements will vary from the actual floor area due to standard roll lengths, patterns and installation waste. The loop pile carpet was replaced from 2000 and 2001, and is in poor condition. We note frays, wear and stains.



Carpet stains



Frayed carpet

We suggest the Corporation budget to replace the carpet every 8- to 12-years to maintain a positive appearance of the common areas. We include the following solutions and procedures pertaining to replacement of the carpet for the benefit of present and future management.

The appearance, texture and longevity of carpet are determined by the type of fiber, pile and color. There are many types of fibers available. Due to the high volume of traffic in the common areas, we suggest the use of a nylon fiber as it is durable, resilient and stain resistant. There are also multiple types of carpet piles available. Loop piles, such as Berber, or angle cut piles with woven patterns are ideal for high traffic areas. We suggest the use of mid-tone colors to mask traffic patterns and stains. The contractor should follow the manufacturer's installation guidelines and the *Carpet and Rug Institute's* Carpet Installation Standard.

We advise the Corporation anticipate replacement of the carpet in 2017 and every 12 years thereafter. We include this information on Line Item 2.200 of ***Reserve Expenditures***. Bath and Tennis Club should continue to fund vacuuming, spot removal and schedule periodic cleanings through the operating budget to maximize the life of the carpet.

Floor Coverings, Tile - Tile comprises 420 square yards of the hallways, lobby, bar areas, addition room and bride room floor coverings. The tile was replaced from 2000 to 2001 and is in good condition. We include replacement of the tile in the kitchen and locker rooms on separate line items. We anticipate a useful life of up to 30 years for the tile. Replacement of tile is often based on discretionary redecorating prior to the tile reaching the end of its useful life.

Tile commonly comes in one of three common vitrified clay floor finish products. Ceramic tile usually has a glazed finish. Porcelain tile is fired at a higher temperature than ceramic tile and is therefore denser and harder. Quarry tile is fired at a lower temperature than ceramic tile and is therefore more porous. We comment on the application process of installing new floor tile to assist management in obtaining the best design and replacement proposals in the bid process.

An important criterion in selecting tile is slip resistance. Rest rooms and high traffic areas require high slip resistance. We recommend use of a tile with high slip resistance at Bath and Tennis Club.

Installation of the tiles includes floor layout, application of thinset or thickset (bonding material), installation of tiles and application of grout. The thinset or thickset requires time to set. Typically 24- to 48-hours is sufficient. The final installation step is grouting. Grout is a cementitious material to fill joints between tiles. A damp sponge is then used to remove excess grout. Management should require the contractor to adhere to all product manufacturers' installation specifications and the above guideline parameters of installation.

We recommend Bath and Tennis Club anticipate replacement of the tile by 2025 in conjunction with renovation of the locker rooms. We note this information on Line Item 2.240

of ***Reserve Expenditures***. The Corporation should fund regrouting of the tiles through the operating budget if necessary.

Floor Coverings, Vinyl Tile - Vinyl comprises 110 square yards of the floor coverings in the storage rooms and grill kitchen. The vinyl floor coverings were replaced from 2000 to 2001, and are in fair to poor condition. We note scuffs and deterioration. Bath and Tennis Club should anticipate a useful life of 15- to 20-years for the vinyl floor coverings in these low traffic common areas. Based on the age and condition of the vinyl floor coverings, we recommend the Corporation budget for their replacement by 2020 and again by 2040. We depict this information on Line Item 2.300 of ***Reserve Expenditures***.

Floor Coverings, Wood Laminate - Wood laminate floor coverings comprise approximately 100 square yards at the dance area adjacent to the dining room. The wood laminate floor coverings were replaced from 2000 to 2001 and are in fair condition. We note warped planks.



Warped wood laminate floor covering

The Corporation should anticipate a useful life of 18- to 25-years for the wood laminate floor coverings. Based on the age and condition, we recommend the Corporation budget for

replacement by 2018 and again by 2038. We include this information on Line Item 2.400 of *Reserve Expenditures*. Based on an assumed minimal thickness of the top veneer, we assume sanding and refinishing of the wood laminate is not possible.

Kitchens - The clubhouse includes one main kitchen and one grill kitchen. Components of the kitchens include:

- 135 square yards of tile floor coverings in main kitchen
- Vinyl tile floor coverings in grill kitchen (we include replacement on a separate line item)
- Vinyl wall coverings
- Acoustical tile and grid ceiling finishes
- Light fixtures
- Appliances (commercial-grade appliances include various refrigerators, freezers, six-burner stove, double stacked ovens, warming cabinet, dishwasher, ice machines, fryers, exhaust hoods, griddle, beverage dispenser)
- Plumbing fixtures

The components date to 2000 and 2001 and are in good to fair overall condition.



Main kitchen



Grill kitchen

The useful life of commercial-grade kitchen equipment varies from 12- to 18-years. We recommend the Bath and Tennis Club budget for replacement of fifty percent (50%) of the equipment by 2018 and every eight years thereafter.

In addition, we anticipate renovations, or replacement of the floor, wall and ceiling finishes, every 30 years. Periodic renovations of the kitchens are an astute practice to maintain a positive overall appearance of the Corporation. We recommend the Corporation budget for renovation of the kitchens by 2027. We note this information on Line Items 2.519 and 2.520 of ***Reserve Expenditures***.

Light Fixtures, Dining Room - There are approximately 30 interior wall and ceiling mounted light fixtures located throughout the dining room and lobby. The interior light fixtures were replaced in 2000 and 2001, are in unsatisfactory condition and have useful lives of up to 30 years. The Building Maintenance Technician informs us that some of the ceiling fan light fixtures are inoperable.



Lighting in dining room

Bath and Tennis Club may desire replacement for aesthetic reasons or to coordinate their replacement with more significant renovations or paint applications. We consider the times of such replacements discretionary. For the purposes of this study, we recommend a total replacement of the light fixtures by 2025 in coordination with other interior replacements. We include this information on Line Item 2.560 of ***Reserve Expenditures***. To reduce energy

consumption, Bath and Tennis Club should consider the use of fluorescent or light-emitting diode (LED) lighting and motion sensors.

Locker Rooms - The Corporation maintains two locker rooms. Components of the locker rooms include:

- Tile floor coverings
- Acoustical ceiling tile finishes
- Paint finishes on the walls
- Metal lockers
- Light fixtures
- Plumbing fixtures

The components were renovated from 2000 to 2001 and are in good overall condition.



Locker room



Locker room

Periodic renovations to these secondary public areas are prudent up to every 25 years. The specific times of locker room renovations is often discretionary, dependent upon actual use and best determined by Management. For budgetary purposes, we recommend the Corporation budget for renovations by 2025. We depict this information on Line Item 2.680 of ***Reserve Expenditures***. We recommend the Corporation fund interim replacements of the locker locks and doors through the operating budget. The Corporation should verify the locker room renovations comply with the Americans with Disabilities Act.



Moveable Wall Partition - Bath and Tennis Club maintains one 25-linear foot moveable wall partition in the dining room and dance area. The moveable wall dates to 2000 and 2001, and is in good overall condition. These types of wall partitions have a useful life of 25- to 30-years. We recommend the Corporation budget for replacement by 2027. We depict this information on Line Item 2.788 of ***Reserve Expenditures***.

Paint Finishes - The clubhouse interior has approximately 13,000 square feet of paint finishes on portions of the ceilings and walls. These finishes are in fair condition at an unknown age. The useful life of a paint finish on interior walls and ceilings is from 8- to 12-years. However, the actual times of paint applications are discretionary based on desired appearance and varied rates of use. We recommend the Corporation continue to maintain a uniformly clean and consistent appearance of interior paint finishes throughout the common areas. Due to the high volume of traffic in the entry areas, Bath and Tennis Club may anticipate a diminished useful life of the paint finishes in these isolated areas. Normal maintenance should include interim partial or touchup paint applications as needed.

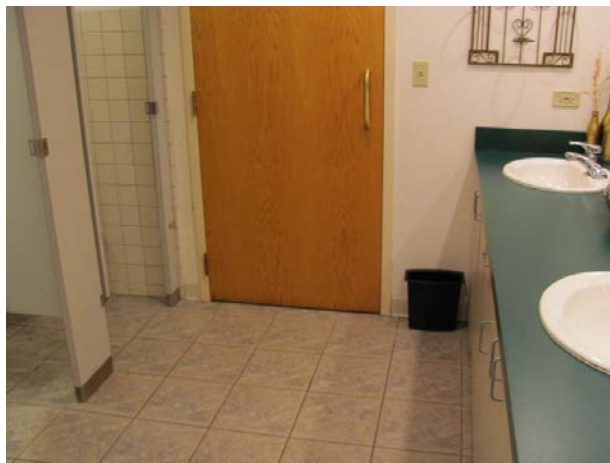
A successful application of paint requires complete preparation of the surface through removal of all loose, peeled or blistered paint before application of the new paint finish. The contractor should then wet wipe the surface to remove all dust and dirt. The contractor should follow the manufacturer's directions for paint application and protect other surrounding elements from paint spatter. The contractor should specify the name of the paint, proposed method and steps of paint application in their bid. Based on the condition of the paint, we recommend the application of a paint finish in 2017 and every 12 years thereafter. We depict this information on Line Item 2.800 of ***Reserve Expenditures***. Since the development was built before 1978, the Association should verify that the contractor will comply with the Environmental Protection

Agency's (EPA) 'Renovation, Repair & Painting Rule'
(<http://www.epa.gov/lead/pubs/renovation.htm>).

Rest Rooms - The clubhouse includes six rest rooms. We include renovation of the locker rooms on a separate line item, and we recommend the Bath and Tennis Club budget for renovation of the single rest room accessed from the exterior at the tennis court side of the building through the operating budget. Components of the rest rooms include:

- Tile and vinyl floor coverings
- Partial vinyl wall coverings (single rest rooms by kitchen)
- Acoustical ceiling tile finishes
- Paint finishes on portions of the walls
- Light fixtures
- Plumbing fixtures

The components date to 2000 and 2001, and are in good overall condition.



Rest room

The useful life of rest room components varies up to 25 years. Periodic renovations are an astute practice to maintain a positive overall appearance of the Corporation. We recommend the Corporation budget for a renovation by 2025. We note this information on Line Item 2.900 of ***Reserve Expenditures***. The Corporation should verify the rest room renovations comply with the Americans with Disabilities Act.

Building Services Elements

Air Handling Unit, Make-up Air - The Corporation utilizes one make-up air unit to provide outdoor air to the kitchen. The unit was replaced from 2000 to 2001, is reported in satisfactory condition and has a useful life of 15- to 20-years.



Make-up air unit

We recommend the Corporation budget for replacement by 2020 and again by 2040. We note this information on Line Item 3.050 of ***Reserve Expenditures***. The Corporation should fund interim repairs and replacements of the burners and filters through the operating budget.

Air Handling Units, Rooftop Heating and Cooling Units - The Corporation utilizes three *Carrier* and three *Lennox* rooftop air handling units to provide heated or cooled air, depending on the season, to the various areas in the clubhouse. The units have the following characteristics:

- Three *Carrier* units, cooling capacity of 3- to 5-tons
- Two *Lennox* units, cooling capacity of 5-tons
- One *Lennox* unit, cooling capacity of 20-tons

The units were replaced from 2015 to 2016 and are reported in satisfactory operational condition. The useful life of units of this type is 15- to 20-years with proper maintenance.

Rooftop heating and cooling units consist of various combinations of heating, ventilating and air conditioning components enclosed in a sheet metal cabinet. Typical units in this application contain various combinations of the following elements: filters, heating coils, cooling coils and fans. Based on the age and condition, we recommend the Corporation budget for replacement by 2035. We depict this information on Line Items 3.060 and 3.061 of ***Reserve Expenditures***.

Boilers, Domestic Hot Water - The Corporation maintains two *Lochinvar* gas-fired boilers with an *input* capacity of 650-MBH (thousand British Thermal Units per hour) each to generate domestic hot water for the majority of the building. The boilers were replaced in 2015 and are reported in satisfactory operational condition.



Domestic hot water boilers

Boilers of this capacity and use have useful lives of 15- to 20-years. We recommend Bath and Tennis Club budget for replacement by 2033. Our cost on Line Item 3.160 of ***Reserve Expenditures*** includes an allowance for replacement of controls. The Corporation should fund replacement of expansion tanks, valves and circulation pumps less than five-HP through the operating budget as needed.

Electrical System - The electrical system at Bath and Tennis Club primarily dates from the early 1990s to 2001. Based on our conversations with the Superintendent of Public Works and Building Maintenance Technician, the system is reported in satisfactory condition. However, the Superintendent of Public Works and Building Maintenance Technician also report concern that the 1,600-Amp main service to the clubhouse is not sufficient in capacity.



Electrical panels

The exact locations and conditions of all the electrical system components were not ascertained due to the nature of their location and the non-invasive nature of our inspection. We give a brief overview of electrical system components in the following sections of this narrative.

Primary Switchgear - The primary switchgear is located where the electric supply comes into the building. Switchgear can include associated controls, regulating, metering and protective devices, and is used for the transmission, distribution and conversion of electric power for use within the building. Switchgear components have a useful life of up to and sometimes beyond 70 years. Replacement is often determined by a desired upgrade of the entire electrical system.

Transformer - A transformer is an electric device with two or more coupled windings used to convert a power supply from one voltage to another voltage. Transformers within a building lower the supplied electrical voltage to a level that can be utilized by the building's equipment and unit owners. Transformers do not utilize mechanical components and therefore have a long useful life. However, the Corporation should anticipate periodic replacement of a limited quantity of transformers.

Distribution Panel - The distribution panel is an electric switchboard or panel used to control, energize or turn off electricity in total or for individual circuits. The panel also distributes electricity to individual and controllable circuits. One or more distribution panels may exist and further distribute electricity to individual panel boards. The distribution panel is enclosed in a box and contains circuit breakers, fuses and switches. Distribution panels have a useful life of up to and sometimes beyond 70 years.

Circuit Protection - Once electricity is distributed throughout the building and is at a usable voltage level, the electricity is divided into circuits. Each circuit requires circuit protection. Circuit protection is necessary to prevent injury and fires, and minimize damage to electrical components and disturbances to the electrical system. Abnormalities in the circuit can include overloads, short circuits and surges. Circuit protection devices are commonly referred to as circuit breakers and fuses. For the protection of the circuits in the units and common areas, we recommend the use of only circuit breakers as they are safer than fuses. However, the use of fuses is common for equipment like emergency systems and individual items of equipment. Fuses with a low capacity rating can easily be replaced with fuses of a higher rating resulting in an unprotected, overloaded and unsafe circuit. The circuit protection panels have a useful life of up to and sometimes beyond 70 years.

Conductors - Conductors are the electrical wires that convey electricity to the light fixtures, receptacles and appliances. Conductors in typical high and low capacity circuits are copper, as is reported the case at Bath and Tennis Club. Copper conductors have an indefinite useful life.

Conductor Insulation and Conduit - Conductor insulation provides protection against the transfer of electricity. Conductor insulation can eventually become brittle and damaged from rodents or heat from many years of service. Conductor conduit is a pipe or tube used to enclose insulated electric wires to protect them from damage. Steel conductor conduit, although galvanized, will eventually rust if used in damp conditions. The useful life of conductor insulation and conduit is indeterminate.

Changes in service loads over time can cause arcing conductor connection points and line overloads within a system. Periodic thermoscans of primary switchgear and distribution panels are advisable and can detect defective or prematurely aging electrical system components. We recommend the Corporation conduct thermoscans of the distribution panels and circuit protection panels, and inspections of the transformers for any indications of arcing, burning or overheating on a regular basis, funded through the operating budget. Verification of the integrity of all connection points minimizes the potential for arcing and fires. The Corporation should repair or replace all loose and corroded parts at that time.

Due to the limited amount of mechanical components, electrical system components have a long, often indeterminate, useful life. The Corporation may find it necessary to replace individual components of the electrical system due to service load changes and changes in building code requirements. However, future changes in service loads and the requirements of future building code changes are indeterminate.

We recommend the Corporation budget to replace the main switchgear, distribution and circuit protection panels by 2040. Updates of this Reserve Study will consider possible changes in the scope and times of component replacements based on the conditions, including the need for replacement of the wires. We note this information on Line Item 3.300 of ***Reserve Expenditures***.

Generator, Emergency - A Kohler 60-kW (kilowatt) natural gas generator provides power to the refrigeration units during power supply interruptions or outages. The generator was replaced in 2001 and is reported in satisfactory condition. However, the Building Maintenance Technician reports the unit is undersized and only provides power to a limited portion of the clubhouse.



Emergency generator

The generator has a useful life of 25- to 35-years. Bath and Tennis Club should continue to test the emergency generator periodically and conduct repairs as needed. We suggest the Corporation fund these periodic tests and repairs from the operating budget. We recommend the Corporation anticipate replacement of the generator by 2026. Our cost on Line Item 3.440 of *Reserve Expenditures* includes replacement of the transfer switch.

Life Safety System - The life safety system at Bath and Tennis Club includes the following components:

- Audio/visual fixtures
- Control panel
- Detectors
- Emergency light fixtures
- Exit light fixtures
- Pull stations
- Wiring

The system dates primarily to 2001 and is reported in satisfactory operational condition. The digital display on the *Simplex* central panel read “System is Normal” at the time of our inspection.



Life safety system control panel

Life safety system devices have useful lives of up to 25 years with proper maintenance. Control panels have a useful life of up to 15 years. Changes in technology or building codes may make a replacement desirable prior to the end of the functional life. With consideration of the operational condition and age, we recommend the Corporation budget for replacement of the devices by 2026, and the control panel by 2019 and again by 2034. Our estimate of future cost considers only that amount necessary to duplicate the same functionality. Local codes or ordinances at the actual time of replacement may require a betterment as compared to the existing system. A betterment could result in a higher, but at this time unknown, cost of replacement than the future amount shown on Line Items 3.555 and 3.560 of ***Reserve Expenditures***. Our cost assumes reuse of the existing wiring.

Storage Tank, Domestic Hot Water - Bath and Tennis Club maintains one storage tank with a capacity of approximately 150-gallons for the storage of domestic hot water. The tank is reported original and in unsatisfactory condition.



Storage tank

The tank has a useful life of up to 40 years. We recommend the Corporation budget for replacement by 2020. We note this information on Line Item 3.860 of ***Reserve Expenditures***.

Water Heater - Bath and Tennis Club utilizes one *American Standard* commercial grade 75-gallon gas-fired water heater with an input capacity of 76-MBH each to produce domestic hot water for the east side of the building. The water heater was replaced in 2006 and is reported in satisfactory operational condition.



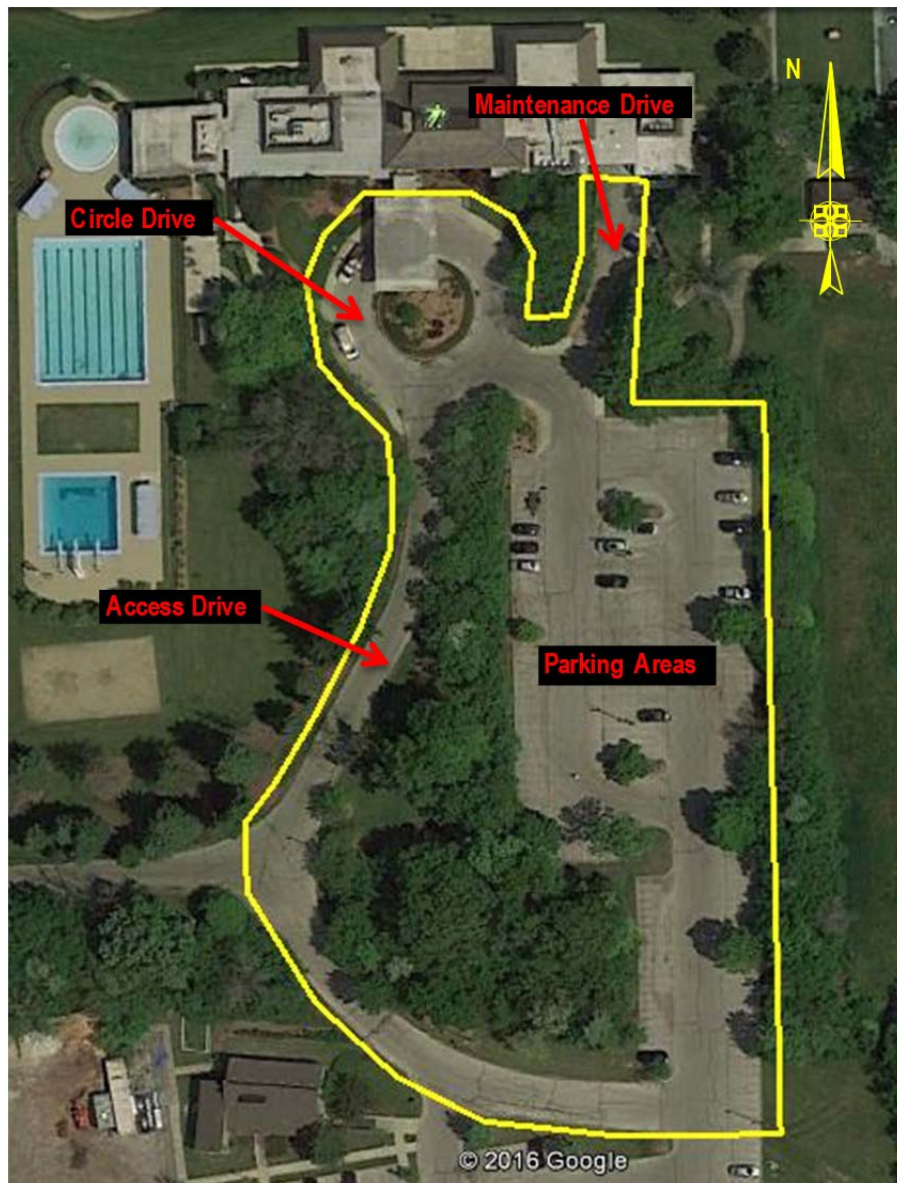
Water heater

The useful life of water heaters of this capacity is from 15- to 20-years. The useful life is dependent on use, demand and the quality of water. We recommend the Corporation anticipate

the replacement by 2024 and again by 2042. We depict this information on Line Item 3.940 of *Reserve Expenditures*.

Property Site Elements

Asphalt Pavement, Repaving - Asphalt pavement comprises 1,960 square yards and 4,080 square yards of access drives and parking areas, respectively. We include an overview of the pavement areas maintained by the Bath and Tennis Club in the map below.



The various access drives are in poor overall condition at an unknown age. The parking areas are in fair overall condition and were likely overlaid since 2005. We note alligator cracks, potholes, raveling and settlement.



Asphalt pavement access drive, note edge deterioration



Asphalt pavement parking area, note crack repairs



Alligator cracks



Standing water at settled pavement



Typical cracks and raveling at circle access drive



Significant deterioration surrounding catch basin

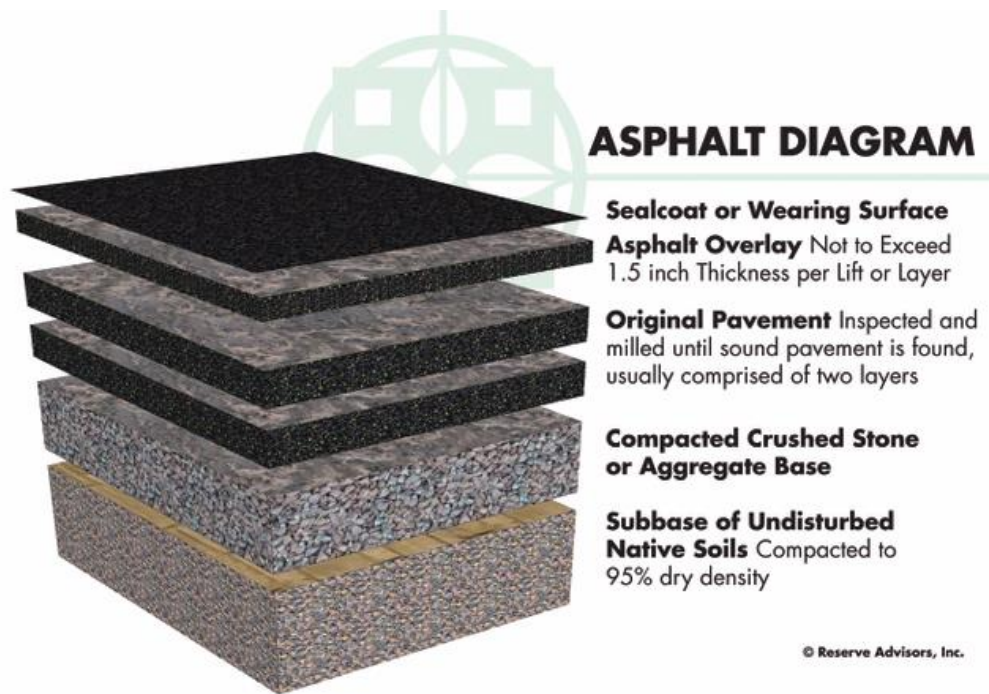


Damaged concrete curb

The useful life of pavement in Oak Brook is from 15- to 20-years. We include the following repaving solutions and procedures for the benefit of the present and future management.

Components of asphalt pavement include native soil, aggregate and asphalt. First the contractor creates a base course of aggregate or crushed stone and native soil. The base course is individually compacted to ninety-five percent (95%) dry density prior to the application of the asphalt. Compaction assures a stable base for the asphalt that reduces the possibility of settlement. For access drive and parking systems, the initial installation of asphalt uses at least

two lifts, or two separate applications of asphalt, over the base course. The first lift is the binder course. The second lift is the wearing course. The wearing course comprises a finer aggregate for a smoother more watertight finish. The following diagram depicts these components:



The manner of repaving is either a mill and overlay or total replacement. A mill and overlay is a method of repaving where cracked, worn and failed pavement is mechanically removed or milled until sound pavement is found. A new layer of asphalt is overlaid atop the remaining base course of pavement. Total replacement includes the removal of all existing asphalt down to the base course of aggregate and native soil followed by the application of two or more new lifts of asphalt. We recommend mill and overlayment on asphalt pavement that exhibits normal deterioration and wear. We recommend total replacement of asphalt pavement that exhibits severe deterioration, inadequate drainage, pavement that has been overlaid multiple times in the past or where the configuration makes overlayment not possible. Based on the



apparent visual condition and configuration of the asphalt pavement, we recommend the total replacement method for initial repaving followed by the mill and overlay method for subsequent repaving at Bath and Tennis Club.

A variety of repairs are necessary to deteriorated pavement prior to the application of an overlay. The contractor should use a combination of area patching, crack repair and milling before the overlayment. Properly milled pavement removes part of the existing pavement and permits the overlay to match the elevation of adjacent areas not subject to repaving. Milling also allows the contractor to make adjustments to the slope of the pavement to ensure proper drainage. The contractor should clean the milled pavement to ensure proper bonding of the new overlayment. We recommend an overlayment thickness that averages 1½ inches (not less than one inch or more than two inches). Variable thicknesses are often necessary to create an adequate slope for proper drainage. The contractor should identify and quantify areas of pavement that require area patching, crack repair and milling to help the Corporation compare proposed services.

Total replacement requires the removal of all existing asphalt. For area patching, we recommend the contractor use a rectangular saw cut to remove the deteriorated pavement. For larger areas such as entire parking areas or driveways, we recommend the contractor grind, mill or pulverize the existing pavement to remove it. The contractor should then augment and compact the existing aggregate and native soil to create a stable base. Finally the contractor should install the new asphalt in at least two lifts.

The time of replacement is dependent on the useful life, age and condition of the pavement. The useful life is dependent in part on the maintenance applied to the pavement, the

amounts and concentration of auto solvents that penetrate the pavement, the exposure to sunlight and detrimental effects of inclement weather. Bath and Tennis Club should repair any isolated areas of deteriorated pavement periodically funded through the operating budget. We recommend the Corporation plan for total replacement of the drives in 2017 and total replacement of the parking areas by 2023. We recommend the Corporation plan for subsequent milling and overlayment of the drives with area patching of up to ten percent (10%) by 2036 and similarly at the parking areas by 2042. We depict this information on Line Items 4.040 through 4.046 of ***Reserve Expenditures***. Our estimates of cost include allowances for partial replacement of concrete curbs, and capital repairs to catch basins.

Concrete Sidewalks - The Corporation maintains 21,300 square feet of concrete sidewalks throughout the community. The sidewalks are in fair condition. We note many locations of cracks and settlement.



Concrete sidewalk settlement



Concrete sidewalk cracks



Concrete sidewalk cracks

These applications of concrete have useful lives of up to 65 years although isolated deterioration of limited areas of concrete is common. Inclement weather, inadequate subsurface preparation and improper concrete mixtures or finishing techniques can result in premature deterioration such as settlement, chips, cracks and spalls. Variable conditions like these result in the need to plan for periodic partial replacements of the concrete flatwork throughout the next 30 years.

We estimate that up to 10,640 square feet of concrete sidewalks, or fifty percent (50%) of the total, will require replacement during the next 30 years. We recommend the Corporation budget for replacement of 1,330 square feet of concrete sidewalks every four years beginning by 2018. Line Item 4.140 of ***Reserve Expenditures*** notes our estimate of future costs and anticipated times of replacements. We base our estimate of replacement on four-inch thick, 3,000 psi (pounds per square inch) concrete with 6x6 - W1.4xW1.4 steel reinforcing mesh. The times and costs of these replacements may vary. However, the estimated expenditures detailed in ***Reserve Expenditures*** are sufficient to budget appropriate reserves. We recommend an annual inspection of the sidewalks to identify potential trip hazards. We suggest the Corporation

grind down or mark these hazards with orange safety paint prior to replacement and fund this ongoing activity through the operating budget.

Fences, Wood - Approximately 290 linear feet of wood fences are found at the maintenance drive and various equipment enclosures, and 190 linear feet of wood split rail fences are found near the circle drive. The fences vary in age and are in fair to poor condition. We note wood deterioration and damage.



Damaged wood fence

Wood fences of this type have useful lives of 15- to 20-years. The Corporation should anticipate periodic partial replacements due to the non-uniform nature of wood deterioration. Along with these partial replacements, the Corporation should apply periodic paint applications as needed and fund these activities through the operating budget. We suggest the Corporation plan for replacement by 2019 and again by 2039. We depict this information on Line Item 4.285 of *Reserve Expenditures*.

Gazebo - The Corporation maintains one wood frame gazebo near the tennis courts. The gazebo was replaced from approximately 1989 to 1992 and is in fair condition. We note weathered wood, and deteriorated and loose cedar roof shakes.



Gazebo



Weathered deck boards



Cedar roof deterioration



Popped nails

Wood structures exposed to weather have a useful life of up to 25 years with periodic maintenance. We recommend Bath and Tennis Club budget for replacement by 2020 and again by 2045, and budget for repairs through the operating budget. We depict this information on Line Item 4.360 of ***Reserve Expenditures***.

Irrigation System - An irrigation system waters the lawn and landscaped areas at the entire site. The system at Bath and Tennis Club includes 16 grass and flower/basket zones, and eight tennis zones. We include replacement of the tennis zones in conjunction with the courts on separate line items. The system was replaced in 2000 and is reported in satisfactory condition.



The Superintendent of Public Works and Building Maintenance Technician do not report any deficiencies. Irrigation systems typically include the following components:

- Electronic controls (timer)
- Impact rotors
- Network of supply pipes
- Pop-up heads
- Valves

Water pressure activates the lawn spray pop-up heads. Controllers operate the main water flow valves. The exact amounts and locations of system components were not ascertained due to the nature of the underground construction and the non-invasive nature of the inspection.

The system as a whole has a useful life of up to 40 years. The system network supply pipes will dislodge as tree roots grow and soil conditions change. Bath and Tennis Club should anticipate interim and partial replacements of the system network supply pipes and other components as normal maintenance to maximize the useful life of the irrigation system. The Corporation should fund these ongoing seasonal repairs through the operating budget. In addition, we recommend Bath and Tennis Club budget for a complete replacement of the system at the grass and flower/basket zones by 2036. We note this information on Line Item 4.420 of ***Reserve Expenditures***.

Light Fixtures - The Corporation uses 15 bollard light fixtures to illuminate the sidewalks. These elements are in fair condition at an unknown age. We note damage, leaning fixtures and typical finish deterioration.



Lean and finish deterioration

Bollard light fixtures have useful lives of up to 20 years. The Corporation should anticipate the need for replacement by 2018 and again by 2038. We note this information on Line Item 4.559 of ***Reserve Expenditures***.

Light Poles and Fixtures - The Corporation uses six metal light fixtures atop metal poles to illuminate the parking areas. These elements are in good overall condition at an unknown age.



Light pole and fixtures at parking area

These elements have useful lives of up to 25 years. The Corporation should anticipate the need for replacement by 2031. We note this information on Line Item 4.560 of ***Reserve Expenditures***.

Pond - The Corporation maintains one pond located near behind the clubhouse. The health or condition of a pond is reflected in the clarity of the water, balance of plant life, the ability of the water to retain life giving gases and the health of the fish in larger bodies of water. Three factors which affect the health of ponds are erosion, buildup of silt and algae blooms. We note significant erosion along portions of the shoreline. The Superintendent of Public Works and Building Maintenance Technician do not report any problems with algae blooms.



Pond overview



Pond overview



Pond shoreline



Typical erosion

We include the following solutions and procedures as a summary of the minimum requirements for successful pond management for present and future management.

Eutrophication is a process in which a pond becomes shallower and more biologically productive. Human or animal activity often increases the rate of eutrophication. Erosion and storm water deposit fines or silt into the pond and affect the rate of eutrophication. The amount and intensity of rainfall, soil saturation levels and ground cover all affect the amount of deposits into the pond. Run-off from construction excavations is another contributor to changes in the depth of the pond. Lawn fertilizers are another source of nutrients that contribute to eutrophication. Fertilizers often contain nitrogen and phosphorous which exacerbate nutrient loads into the water system. We advise that Bath and Tennis Club consider the use of fertilizers with low or no phosphorus content for areas adjacent to the pond.

Another method to slow eutrophication is the use of algae-killing chemical treatments. Introduction of metal compounds, such as copper sulfate, to the water renders the nutrients inactive to the algae. The Building Maintenance Technician informs us the Corporation does not currently use chemical treatments in the pond. If necessary, we recommend the Corporation fund the use of chemical treatments to control algae growth in the pond through the operating budget. The Corporation should first obtain all permits necessary for the use of chemical treatments.

There are several methods with which the Corporation can manage the pond and limit algae blooms and slow the eutrophication process. We discuss each management method below.

Aeration - The use of small pumps, motors and aerators circulates pond water and increases the amount of entrained oxygen in the water, increasing water quality and reducing algae growths. Bath and Tennis Club utilizes one aerator. The aerator is in satisfactory condition at an unknown age. Aerators have a useful life of 10- to 15-years. Based on age and condition, we recommend the Corporation anticipate replacement by 2022 and again by 2037. Line Item 4.700 of ***Reserve Expenditures*** notes our estimate of future costs and anticipated times of replacements.

Erosion Control - The pond shoreline consists of 850 linear feet of natural vegetation. Shorelines are subject to fluctuations in water levels, increased plant growth and migrating storm and ground water resulting in the need for erosion control measures up to every 15 years. The steep shoreline embankments are likely to exacerbate soil movement and erosion. The use and maintenance of landscape, natural vegetation and/or stone rip rap along the pond shoreline will help maintain an attractive appearance and prevent soil erosion.

Shoreline plantings are referred to as buffer zones. Buffer zones provide the following advantages:

- Control insects naturally
- Create an aesthetically pleasing shoreline
- Enhance water infiltration and storage
- Filter nutrients and pollutants
- Increase fish and wildlife habitat
- Reduce lawn maintenance
- Stabilize shoreline and reduce erosion
- Trap sediments

We note the absence of a buffer zone or stone rip rap at the pond perimeter. We recommend the Corporation plan to install a combination of plantings and rip rap along 285 linear feet, or approximately thirty-four percent (34%), of the shoreline every 15 years beginning by 2018 and again by 2033. Line Item 4.710 of ***Reserve Expenditures*** notes our estimate of future costs and anticipated times to address soil erosion.

Sediment Removal – The pond consists of approximately 4,160 square yards of water surface area. The gradual build-up of natural debris, including tree leaves, branches and silt, may eventually change the topography of areas of the pond. Silt typically accumulates at inlets, outlets and areas of shoreline erosion. Sediment removal of ponds becomes necessary if this accumulation alters the quality of pond water or the functionality of the ponds as storm water management structures. Sediment removal is the optimal but also the most capital intensive method of pond management. Excavation equipment used for sediment removal includes clamshells, draglines and suction pipe lines. Sediment removal can also include shoreline regrading. Regrading includes removal of collapsed and eroded soil, and redefining the shoreline.

We note deciduous trees in the vicinity of the pond that will deposit leaves in the water during the autumn season. We also note natural vegetation at the perimeter of a portion of the pond. These conditions suggest the Corporation should plan for eventual removal of sediment from the decay of seasonal vegetation at the pond perimeters.

Based on the visual condition, adjacent deciduous trees and visibly apparent erosion, we recommend the Corporation anticipate the need to remove pond sediment every 30 years. For reserve budgeting purposes, we estimate the need to remove twenty-five percent (25%) of the surface area an average depth of one yard. However, the actual volume of material to remove may vary dependent upon an invasive analysis at the time of removal. We conservatively recommend the Corporation budget for this variable but

probable activity by 2033. The time and cost of this maintenance activity may vary. However, we judge the amount shown on Line Item 4.730 of **Reserve Expenditures** sufficient to budget appropriate reserves.

The above management methods will help to maintain the pond and potentially reduce more costly future maintenance expenditures.

Railings, Steel - Approximately 190 linear feet of steel railings are found near the pool entrance. The railings were replaced from 2000 and 2001, and are in good overall condition. We note rust at the posts.



Rust at steel railing post, note - post pockets should be sealed to shed water away from post

Railings of this type have a long useful life but are not maintenance free. Periodic maintenance should include applications of protective paint finish to the steel surfaces and partial replacement of deteriorated sections as needed. Steel components at grade and key structural connections are especially prone to failure if not thoroughly maintained. Secure and rust free fasteners and connections will prevent premature deterioration. We recommend periodic paint applications funded through the operating budget and we anticipate a useful life of up to 35 years for the railings. We anticipate replacement by 2036. We depict this information on Line Item 4.736 of **Reserve Expenditures**.

Tennis Elements

Building Exterior Renovation - The tennis building exterior comprises the following:

- 560 square feet of wood siding
- 240 square feet of windows and doors
- 6 squares of cedar roofing
- 120 linear feet of aluminum gutters and downspouts

The tennis building exterior elements are in poor condition at an unknown age. The building maintenance technician reports a history of water infiltration caused by inadequate drainage around the building perimeter. We note deterioration at the cedar roof, and wood rot at the siding and windows.



Tennis building



Tennis building interior, note - maintain through the operating budget



Cedar roof mildew growth and deterioration



Typical wood rot at siding, *note - accelerated deterioration at bottom likely caused by contact with storm water runoff from south*



Wood rot at window

The useful lives of the tennis building exterior elements vary significantly. However, due to the relatively small quantities and interrelated nature of these elements, we recommend the Corporation combine their replacements into coordinated exterior renovations.

We recommend the Corporation anticipate exterior renovations up to every 25 years, or replacement of the components noted above. Based on the age and visual condition of these exterior tennis building elements, we recommend the Corporation budget for the next

coordinated exterior renovation in 2017 and again by 2042. Line Item 5.300 of ***Reserve Expenditures*** notes this information.

Catch Basin, Landscape - As mentioned in the previous narrative, the tennis building receives high levels of storm water runoff from the higher south elevation. During rain events, the Building Maintenance Technician informs us there is standing water in the tennis building. We also note excessive wood rot near the bottom of the wood siding. We suggest the Corporation improve the drainage at this location to redirect the storm water away from the building. Therefore, we recommend the Corporation budget for installation of a landscape catch basin south of the tennis building and associated subsurface piping in 2017. We depict this information on Line Item 5.303 of ***Reserve Expenditures***. The time and cost of this expenditure may vary.

Tennis Courts - Bath and Tennis Club maintains eight clay tennis courts. The components of the courts include renovation of the above ground and subsurface irrigation systems, and fences.



Typical clay tennis court



Vegetation growth at court 8



Newer chain link with painted older posts at courts 1 and 2



Rusted fence post at court 5



Leaning fence at courts 6-8

We comment on the respective quantities, conditions and times of replacements in the following sections of this narrative.

Renovation - Six clay courts utilize above ground irrigation systems. The building maintenance technician informs us these six courts and related systems date primarily to the 1970s. Two clay courts utilize subsurface irrigation systems, were renovated in 2000 and are in good condition. Courts 1 through 5 are used regularly by members. We recommend the Corporation plan for renovations every 35- to 40-years. Based on the above, we recommend the Bath and Tennis Club plan for renovation of the

three courts with above ground irrigation located at the greater used courts 1 through 5 by 2021, and the lesser used courts 6 through 8 by 2024. We recommend the Bath and Tennis Club plan for renovation of the two newer courts with subsurface irrigation by 2035. We include this information on Line Items 5.800 through 5.802 of ***Reserve Expenditures***. Bath and Tennis Club should budget for general maintenance, such as replenishment and rolling of the courts, funded through the operating budget.

Fences - Approximately 1,380 linear feet and 815 linear feet of metal chain link fences enclose courts 1 through 5 and courts 6 through 8, respectively. The chain link fences vary in age and condition. The chain link was replaced and the original posts were only painted at courts 1 and 2 recently. Chain link fences of this type have a useful life of up to 25 years. We recommend the Corporation anticipate replacement of the fences at courts 1 through 5 by 2021 concurrent with renovation of a portion of the clay courts and again by 2046. In addition, we recommend the Corporation anticipate replacement of the fences at courts 6 through 8 by 2024. We depict this information on Line Items 5.810 and 5.811 of ***Reserve Expenditures***.

The times and costs of these replacements may vary. However, the estimated expenditures detailed in ***Reserve Expenditures*** are sufficient to budget appropriate reserves.

Pool Elements



Lap pool



Diving pool



Wading pool

Concrete Deck - A concrete deck with a textured coating surrounds the pool and comprises approximately 11,700 square feet. The deck was replaced in 2000 and is in good condition. We note isolated deck cracks, and spalled and cracked coping. The textured coating was replaced in 2016 and is in good condition.



Coated concrete deck



Concrete cracks near diving stands



Concrete crack



Spalled concrete coping



Spalled concrete coping



Multiple cracks at coping



The useful life of a concrete pool deck is up to 60 years or more with regular coating applications and repairs. We recommend the Corporation conduct inspections, partial replacements and repairs to the deck every 8- to 12-years in conjunction with coating replacements.

Inadequate subsurface preparation, improper concrete mixtures, poor finishing techniques, soil movement and water infiltration underneath the concrete deck can cause significant settlement and cracks in the concrete. The pool deck should also be free of trip hazards for the safety of residents and their guests. We recommend the Corporation budget for the following by 2023 and again by 2039:

- Selective cut out and replacements of up to ten percent (10%) of concrete
- Crack repairs as needed
- Mortar joint repairs
- Caulk replacement
- Coating replacement

The times, amounts and related costs of these repairs and replacements may vary. However, we judge the amounts shown on Line Item 6.200 of ***Reserve Expenditures*** sufficient to budget appropriate reserves.

Diving Boards - Three diving stands with one diving board each are used at the diving pool. The diving boards were in storage at the time of our inspection. Diving boards are typically aluminum or fiberglass and have a useful life of up to 15 years. We discuss more near term replacement of the pool structure and deck, including the diving stands and boards, on a separate line item, “**Structure and Deck**”. We recommend Bath and Tennis Club anticipate a subsequent replacement of the diving boards by 2044. We depict this information on Line Item 6.278 of ***Reserve Expenditures***.

Fence, Aluminum - The Corporation maintains approximately 630 linear feet of existing aluminum fence at the pool deck. The fence was likely replaced in 2000 and is in fair overall condition. We note several bent pickets. The current fence configuration does not enclose the wading pool from the lap pool, which is in violation of the Illinois Department of Public Health Swimming Pool and Bather Beach Code. Therefore, we estimate an additional 50 linear feet will be required at the time of replacement.



Aluminum pool fence, note bent pickets



Bent pickets

The finish on this type of fence is maintenance free and should last the life of the fence. However, light gauge aluminum fences are prone to damage from pedestrians in high traffic areas, such as surrounding pool decks. We estimate a useful life of up to 25 years for the aluminum fence and recommend replacement by 2023 concurrent with concrete deck repairs. We include this information on Line Item 6.400 of ***Reserve Expenditures***.

Furniture - Associated furniture and fixtures around the pool include the following:

- Chairs (46)
- Lounges (113)
- Tables (10)
- Ladders and life safety equipment

These items were replaced in approximately 2011 and are in good to fair condition.



Pool furniture

Pool furniture has a useful life of up to 12 years. We recommend the Corporation budget an allowance for replacement of the pool furniture and fixtures by 2023 and every 12 years thereafter. The times and costs of these replacements may vary. However, we judge the amounts shown on Line Item 6.500 of ***Reserve Expenditures*** sufficient to budget appropriate reserves. We recommend interim re-strapping, refinishing, cushion replacements, reupholstering and other repairs to the furniture as normal maintenance to maximize its useful life.

Mechanical Equipment - The primary pool mechanical equipment comprises the following:

- *Lochnivar* heater, 1,260-MBH
- Pump, 25-HP
- Filter System
- Controls
- Interconnected pipe, fittings and valves

The heater and pump was replaced in 2014, the filter pit was rebuilt in 2015 and they are all in satisfactory condition.



Pool heater



Pool 25-HP pump



Filter pit

Large capacity pool heaters and pumps have a useful life of 15- to 20-years. We recommend the Corporation anticipate replacement of the heater and pump by 2029 and again by 2044. In addition, we anticipate Bath and Tennis Club will replace the current filter pit with a modern filter system at the time of replacement. Fiberglass tank sand filters have a useful life of up to 15 years. We recommend the Corporation anticipate replacement of the filter system by 2029 and again by 2044. We consider interim replacement of motors and minor repairs as normal maintenance. We note this information on Line Items 6.600 through 6.602 of ***Reserve Expenditures***.

Pool Finishes - The three pool wall and floor surfaces have a total finish of 6,600 square feet based on the horizontal surface area. We note cracks and stains. We summarize the locations, quantities, type of finishes, known ages and conditions below:

- Diving pool, 1,600 square feet, painted concrete finish, floor painted in 2010, fair condition
- Lap pool, 4,200 square feet, painted concrete finish, unknown age, fair condition
- Wading pool, 800 square feet, plaster finish, unknown age, fair to poor condition



Paint finish at lap pool



Multiple cracks at wading pool step



Plaster crack and stains at wading pool

Painted pool finishes have a shorter useful life of four- to six-years than plaster finishes. Based on the condition of the diving and lap pools, we recommend Bath and Tennis Club budget for near term paint finishes by 2019 and again by 2024 prior to complete replacement of the pool

structures. Afterwards, we recommend the Corporation replace the finish with a plaster finish, and we discuss plaster finishes below.

Plaster pool finishes deteriorate with time and require periodic maintenance and replacement but have a longer useful life than paint finishes. We recommend the Corporation anticipate the need to replace the finish and conduct related repairs every 8- to 12-years to maintain the integrity of the pool structure. Removal and replacement provides the opportunity to inspect the pool structure and to allow for partial repairs of the underlying concrete surfaces as needed. We recommend the Corporation budget for the following at the wading pool in 2017 and at all the pools by 2039:

- Removal and replacement of the finish
- Partial replacements of the scuppers and coping as needed
- Replacement of tiles as needed
- Replacement of joint sealants as needed
- Concrete structure repairs as needed

We include this information on Line Items 6.798 through 6.800 of ***Reserve Expenditures***.

Shade Structures - The pool deck includes four shade structures comprising approximately 850 square feet. The metal frames were likely replaced in 2000 and are in fair to poor condition with typical rust noted. We were unable to visually inspect the fabric coverings.



Shade structure metal frame



Typical rust at post fastener



Typical rust at frame

The shade structures have a useful life of 15- to 20-years with the benefit of interim replacement of the fabric coverings. We recommend the Corporation anticipate replacement of the shade structures by 2018 and again by 2029 in coordination with the pool structures and deck. We depict this information on Line Item 6.870 of ***Reserve Expenditures***. The Bath and Tennis Club should budget for interim replacement of the fabric coverings funded through the operating budget.

Structures and Deck - The concrete pool structures comprise approximately 6,600 square feet of horizontal surface area. The structures are original to 1969 and visually appear in

good to fair condition. The paint and plaster finishes make it difficult to thoroughly inspect the concrete structure during a noninvasive visual inspection. Bath and Tennis Club also consulted with *PHN Architects* to conduct a pool assessment in 2011. PHN Architects rated the pool structures in satisfactory condition for their age and reported no history of significant leakage or subsurface piping deterioration. However, the current design of the pools does not meet several items in the Illinois Department of Public Health Swimming Pool and Bather Beach Code. Examples of possible code violations include inadequate deck drains, flooded gutters, lack of fence between lap pool and wading pool, and multiple violations in the pool mechanical equipment room. Our noninvasive visual inspection notes cracks at the pool surfaces and gutters, possible seepage at the diving pool, and significant deterioration at the diving stands.



Possible location of seepage at diving pool



Possible location of seepage at diving pool



Typical concrete cracks at gutter system



Replaced and mismatched tiles



Typical rust at diving stand



Corrosion evident at diving stand

We anticipate a total useful life of up to 60 years for the pool structure. The need to replace a pool structure depends on the condition of the concrete structure, the condition of the embedded or concealed water circulation piping, possible long term uneven settlement of the structure, and the increasing cost of repair and maintenance. Deterioration of any one of these component systems could result in complete replacement of the pool. For example, deferral of a deteriorated piping system could result in settlement and cracks in the pool structure. This mode of failure is more common as the system ages and deterioration of the piping system goes undetected. For reserve budgeting purposes, we recommend Bath and Tennis Club plan to replace the following components by 2029.

- Concrete deck
- Diving stands
- Pool structures
- Subsurface piping

Our estimate of cost is based on replacement of the pool structures of the same sizes. However, the time and cost of this project may vary significantly depending on additional features that Bath and Tennis Club may elect to include in the design. We note this information on Line Item 6.900 of ***Reserve Expenditures***.

Reserve Study Update

An ongoing review by the Board and an Update of this Reserve Study in two- to three-years are necessary to ensure an equitable funding plan since a Reserve Study is a snapshot in time. Many variables change after the study is conducted that may result in significant overfunding or underfunding the reserve account. Variables that may affect the Reserve Funding Plan include, but are not limited to:

- Deferred or accelerated capital projects based on Board discretion
- Changes in the interest rates on reserve investments
- Changes in the *local* construction inflation rate
- Additions and deletions to the Reserve Component Inventory
- The presence or absence of maintenance programs
- Unusually mild or extreme weather conditions
- Technological advancements

Periodic updates incorporate these variable changes since the last Reserve Study or Update.

The Corporation can expense the fee for an Update with site visit from the reserve account. This fee is included in the Reserve Funding Plan. We base this budgetary amount on updating the same property components and quantities of this Reserve Study report. Budgeting



for an Update demonstrates the Board's objective to continue fulfilling its fiduciary responsibility to maintain the commonly owned property and to fund reserves appropriately.

5. METHODOLOGY

Reserves for replacement are the amounts of money required for future expenditures to repair or replace Reserve Components that wear out before the entire facility or project wears out. Reserving funds for future repair or replacement of the Reserve Components is also one of the most reliable ways of protecting the value of the property's infrastructure and marketability.

Bath and Tennis Club can fund capital repairs and replacements in any combination of the following:

1. Increases in the operating budget during years when the shortages occur
2. Loans using borrowed capital for major replacement projects
3. Level monthly reserve assessments annually adjusted upward for inflation to increase reserves to fund the expected major future expenditures

We do not advocate loans unless near term circumstances dictate otherwise. Although loans provide a gradual method of funding a replacement, the costs are higher than if the Corporation were to accumulate reserves ahead of the actual replacement. Interest earnings on reserves also accumulate in this process of saving or reserving for future replacements, thereby defraying the amount of gradual reserve collections. We advocate the third method of *Level Monthly Reserve Assessments* with relatively minor annual adjustments. The method ensures that Members pay their "fair share" of the weathering and aging of the commonly owned property each year. Level reserve assessments preserve the property.

This Reserve Study is in compliance with and exceeds the National standards¹ set forth by the Community Associations Institute (CAI) and the Association of Professional Reserve Analysts (APRA) fulfilling the requirements of a "Full Reserve Study." These standards require a Reserve Component to have a "predictable remaining Useful Life." Estimating Remaining Useful Lives and Reserve Expenditures beyond 30 years is often indeterminate. Long-Lived Property Elements are necessarily excluded from this analysis. We considered the following factors in our analysis:

¹ Identified in the APRA "Standards - Terms and Definitions" and the CAI "Terms and Definitions".



A 2016 projected year ending reserve balance of zero dollars (\$0) as of December 31, 2016

The Cash Flow Method to compute, project and illustrate the 30-year Reserve Funding Plan

Local² costs of material, equipment and labor

Current and future costs of replacement for the Reserve Components

Costs of demolition as part of the cost of replacement

Local economic conditions and a historical perspective to arrive at our estimate of long term future inflation for construction costs in Oak Brook, Illinois at an annual inflation rate of 2.3%. Isolated or regional markets of greater construction (development) activity may experience slightly greater rates of inflation for both construction materials and labor.

The past and current maintenance practices of Bath and Tennis Club and their effects on remaining useful lives

The Funding Plan excludes necessary operating budget expenditures. It is our understanding that future operating budgets will provide for the ongoing normal maintenance of Reserve Components.

The anticipated effects of appreciation of the reserves over time in accord with an anticipated future return or yield on investment of your cash equivalent assets at an annual rate of 1.35% (We did not consider the costs, if any, of Federal and State Taxes on income derived from interest and/or dividend income).

Interest rates on reserves are steady or increasing in concert with the certificates of deposit and money market rates. Slight increases exist in the savings rates of one, two or three-year CDs. Without significant differences in these savings rates, shorter term investments are the choice of many investors. We recommend consultation with a professional investment adviser before investing reserves to determine an appropriate investment strategy to maximize a safe return on reserve savings. The following table summarizes rates of inflation and key rates for government securities, generally considered as safe investment alternatives.

² See Credentials for addition information on our use of published sources of cost data.



Interest Rate and Inflation Data	2015				2016				
	<u>2015:1 (A)</u>	<u>2015:2 (A)</u>	<u>2015:3 (A)</u>	<u>2015:4 (A)</u>	<u>2016:1 (A)</u>	<u>2016:2 (E)</u>	<u>2016:3 (E)</u>	<u>2016:4 (E)</u>	
	Average or Last Actual = (A)								
	1-Year Treasury Bill	0.25%	0.27%	0.30%	0.65%	0.60%	0.55%	0.60%	0.65%
	10-Year Treasury Note	1.90%	2.50%	2.70%	2.25%	1.80%	1.80%	1.85%	1.90%
30-Year Treasury Bond	2.55%	3.20%	3.40%	3.00%	2.65%	2.60%	2.60%	2.65%	
Consumer Price Index (annualized rate)	0.00%	0.00%	0.00%	0.00%	0.10%	0.00%	0.00%	0.00%	
Although past indicators are not predictive of future inflation in "building" construction, minimal inflation exists for past 2 years April, 2014 to April 2016 of 1% to 2.5%.									
Savings Rates Results RANGE as found in http://www.bankrate.com	0.02 to 1.11%		Money Market Savings		0.15 to 1.45%		for 2-Year Certificate of Deposit		
	0.1 to 1.25%		1-Year Certificate of Deposit		0.15 to 1.50%		for 3-Year Certificate of Deposit		
Estimated Near Term Yield Rate for Reserve Savings				1.35%					
Est. Near Term Local Inflation Rate for Future Capital Expenditures				2.3%					
05/05/2016									

Updates to this Reserve Study will continue to monitor historical facts and trends concerning the external market conditions.

6. DEFINITIONS

Definitions are derived from the standards set forth by the Community Associations Institute (CAI) representing America's 305,000 condominium and homeowners associations and cooperatives, and the Association of Professional Reserve Analysts, setting the standards of care for reserve study practitioners

Cash Flow Method - A method of calculating Reserve Contributions where contributions to the reserve fund are designed to offset the variable annual expenditures from the reserve fund. Different Reserve Funding Plans are tested against the anticipated schedule of reserve expenses until the desired funding goal is achieved.

Component Method - A method of developing a Reserve Funding Plan with the total contribution is based on the sum of the contributions for individual components.

Current Cost of Replacement - That amount required today derived from the quantity of a *Reserve Component* and its unit cost to replace or repair a Reserve Component using the most current technology and construction materials, duplicating the productive utility of the existing property at current *local* market prices for *materials*, *labor* and manufactured equipment, contractors' overhead, profit and fees, but without provisions for building permits, overtime, bonuses for labor or premiums for material and equipment. We include removal and disposal costs where applicable.

Fully Funded Balance - The Reserve balance that is in direct proportion to the fraction of life "used up" of the current Repair or Replacement cost similar to Total Accrued Depreciation.

Funding Goal (Threshold) - The stated purpose of this Reserve Study is to determine the adequate, not excessive, minimal threshold reserve balances.

Future Cost of Replacement - *Reserve Expenditure* derived from the inflated current cost of replacement or current cost of replacement as defined above, with consideration given to the effects of inflation on local market rates for materials, labor and equipment.

Long-Lived Property Component - Property component of Bath and Tennis Club responsibility not likely to require capital repair or replacement during the next 30 years with an unpredictable remaining Useful Life beyond the next 30 years.

Percent Funded - The ratio, at a particular point of time (typically the beginning of the Fiscal Year), of the actual (or projected) Reserve Balance to the Fully Funded Balance, expressed as a percentage.

Remaining Useful Life - The estimated remaining functional or useful time in years of a *Reserve Component* based on its age, condition and maintenance.

Reserve Component - Property elements with: 1) Bath and Tennis Club responsibility; 2) limited Useful Life expectancies; 3) predictable Remaining Useful Life expectancies; and 4) a replacement cost above a minimum threshold.

Reserve Component Inventory - Line Items in *Reserve Expenditures* that identify a *Reserve Component*.

Reserve Contribution - An amount of money set aside or *Reserve Assessment* contributed to a *Reserve Fund* for future *Reserve Expenditures* to repair or replace *Reserve Components*.

Reserve Expenditure - Future Cost of Replacement of a Reserve Component.

Reserve Fund Status - The accumulated amount of reserves in dollars at a given point in time, i.e., at year end.

Reserve Funding Plan - The portion of the Reserve Study identifying the *Cash Flow Analysis* and containing the recommended Reserve Contributions and projected annual expenditures, interest earned and reserve balances.

Reserve Study - A budget planning tool that identifies the current status of the reserve fund and a stable and equitable Funding Plan to offset the anticipated future major common area expenditures.

Useful Life - The anticipated total time in years that a *Reserve Component* is expected to serve its intended function in its present application or installation.



7. PROFESSIONAL SERVICE CONDITIONS

Our Services - Reserve Advisors, Inc. will perform its services as an independent contractor in accordance with our professional practice standards. Our compensation is not contingent upon our conclusions.

Our inspection and analysis of the subject property is limited to visual observations and is noninvasive. We will inspect sloped roofs from the ground. We will inspect flat roofs where safe access (stairs or ladder permanently attached to the structure) is available. The report is based upon a “snapshot in time” at the moment of our observation. Conditions can change between the time of inspection and the issuance of the report. Reserve Advisors does not investigate, nor assume any responsibility for any existence or impact of any hazardous materials, structural, latent or hidden defects which may or may not be present on or within the property. Our opinions of estimated costs and remaining useful lives are not a guarantee of the actual costs of replacement, a warranty of the common elements or other property elements, or a guarantee of remaining useful lives.

We assume, without independent verification, the accuracy of all data provided to us. You agree to indemnify and hold us harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorneys' fees, to which we may become subject in connection with this engagement, because of any false, misleading or incomplete information which we have relied upon as supplied by you or others under your direction, or which may result from any improper use or reliance on the report by you or third parties under your control or direction. Your obligation for indemnification and reimbursement shall extend to any controlling person of Reserve Advisors, Inc., including any director, officer, employee, affiliate, or agent. Liability of Reserve Advisors, Inc. and its employees, affiliates, and agents for errors and omissions, if any, in this work is limited to the amount of its compensation for the work performed in this engagement.

Report - Reserve Advisors, Inc. will complete the services in accordance with the Proposal. The Report represents a valid opinion of our findings and recommendations and is deemed complete. However, we will consider any additional information made available to us in the interest of promptly issuing a Revised Report if changes are requested within six months of receiving the Report. We retain the right to withhold a Revised Report if payment for services is not rendered in a timely manner. All files, work papers or documents developed by us during the course of the engagement remains our property.

Your Obligations - You agree to provide us access to the subject property during our on-site visual inspection and tour. You will provide to us to the best of your ability and if reasonably available, historical and budgetary information, the governing documents, and other information that we request and deem necessary to complete our Study. You agree to pay our actual attorneys' fees and any other costs incurred in the event we have to initiate litigation to collect on any unpaid balance for our services.

Use of Our Report and Your Name - Use of this Report is limited to only the purpose stated herein. Any use or reliance for any other purpose, by you or third parties, is invalid. Our Reserve Study Report in whole or part is not and cannot be used as a design specification, design engineering services or an appraisal. You may show our report in its entirety to those third parties who need to review the information contained herein. The Client and other third parties viewing this report should not reference our name or our report, in whole or in part, in any document prepared and/or distributed to third parties without our written consent. ***This report contains intellectual property developed by Reserve Advisors, Inc. specific to this engagement and cannot be reproduced or distributed to those who conduct reserve studies without the written consent of Reserve Advisors, Inc.***



We reserve the right to include our client's name in our client lists, but we will maintain the confidentiality of all conversations, documents provided to us, and the contents of our reports, subject to legal or administrative process or proceedings. These conditions can only be modified by written documents executed by both parties.

Payment Terms, Due Dates and Interest Charges - The retainer payment is due upon authorization and prior to shipment of the report. The final payment of the fee is due immediately upon receipt of the Report. Subsequent changes to the report can be made for up to six months from the initial report date. Any outstanding balance after 30 days of the invoice date is subject to an interest charge of 1.5% per month. Any litigation necessary to collect an unpaid balance shall be venued in Milwaukee County Circuit Court in the State of Wisconsin.

CONDITIONS OF OUR SERVICE ASSUMPTIONS

To the best of our knowledge, all data set forth in this report are true and accurate. Although gathered from reliable sources, we make no guarantee nor assume liability for the accuracy of any data, opinions, or estimates identified as furnished by others that we used in formulating this analysis.

We did not make any soil analysis or geological study with this report; nor were any water, oil, gas, coal, or other subsurface mineral and use rights or conditions investigated.

Substances such as asbestos, urea-formaldehyde foam insulation, other chemicals, toxic wastes, environmental mold or other potentially hazardous materials could, if present, adversely affect the validity of this study. Unless otherwise stated in this report, the existence of hazardous substance, that may or may not be present on or in the property, was not considered. Our opinions are predicated on the assumption that there are no hazardous materials on or in the property. We assume no responsibility for any such conditions. We are not qualified to detect such substances, quantify the impact, or develop the remedial cost.

We have made a visual inspection of the property and noted visible physical defects, if any, in our report. Our inspection and analysis was made by employees generally familiar with real estate and building construction; however, we did not do any invasive testing. Accordingly, we do not opine on, nor are we responsible for, the structural integrity of the property including its conformity to specific governmental code requirements, such as fire, building and safety, earthquake, and occupancy, or any physical defects that were not readily apparent during the inspection.

Our opinions of the remaining useful lives of the property elements do not represent a guarantee or warranty of performance of the products, materials and workmanship.



8. CREDENTIALS

HISTORY AND DEPTH OF SERVICE

Founded in 1991, Reserve Advisors, Inc. is the leading provider of reserve studies, insurance appraisals, developer turnover transition studies, expert witness services, and other engineering consulting services. Clients include community associations, resort properties, hotels, clubs, non-profit organizations, apartment building owners, religious and educational institutions, and office/commercial building owners in 48 states, Canada and throughout the world.

The **architectural engineering consulting firm** was formed to take a leadership role in helping fiduciaries, boards, and property managers manage their property like a business with a long range master plan known as a Reserve Study.

Reserve Advisors employs the **largest staff of Reserve Specialists** with bachelor's degrees in engineering dedicated to Reserve Study services. Our principals are founders of Community Associations Institute's (CAI) Reserve Committee that developed national standards for reserve study providers. One of our principals is a Past President of the Association of Professional Reserve Analysts (APRA). Our vast experience with a variety of building types and ages, on-site examination and historical analyses are keys to determining accurate remaining useful life estimates of building components.

No Conflict of Interest - As consulting specialists, our **independent opinion** eliminates any real or perceived conflict of interest because we do not conduct or manage capital projects.

TOTAL STAFF INVOLVEMENT

Several staff members participate in each assignment. The responsible advisor involves the staff through a Team Review, exclusive to Reserve Advisors, and by utilizing the experience of other staff members, each of whom has served hundreds of clients. We conduct Team Reviews, an internal quality assurance review of each assignment, including: the inspection; building component costing; lifing; and technical report phases of the assignment. Each Team Review requires the attendance of several engineers, Director of Quality Assurance and other participatory peers. Due to our extensive experience with building components, we do not have a need to utilize subcontractors.

OUR GOAL

To help our clients fulfill their fiduciary responsibilities to maintain property in good condition.

VAST EXPERIENCE WITH A VARIETY OF BUILDINGS

Reserve Advisors has conducted reserve studies for a multitude of different communities and building types. We've analyzed thousands of buildings, from as small as a 3,500-square foot day care center to the 2,600,000-square foot 98-story Trump International Hotel and Tower in Chicago. We also routinely inspect buildings with various types of mechanical systems such as simple electric heat, to complex systems with air handlers, chillers, boilers, elevators, and life safety and security systems.

We're familiar with all types of building exteriors as well. Our well versed staff regularly identifies optimal repair and replacement solutions for such building exterior surfaces such as adobe, brick, stone, concrete, stucco, EIFS, wood products, stained glass and aluminum siding, and window wall systems.

OLD TO NEW

Reserve Advisors experience includes ornate and vintage buildings as well as modern structures. Our specialists are no strangers to older buildings. We're accustomed to addressing the unique challenges posed by buildings that date to the 1800's. We recognize and consider the methods of construction employed into our analysis. We recommend appropriate replacement programs that apply cost effective technologies while maintaining a building's character and appeal.



QUALIFICATIONS

THEODORE J. SALGADO

Principal Owner

CURRENT CLIENT SERVICES

Theodore J. Salgado is a co-founder of Reserve Advisors, Inc., which is dedicated to serving community associations, city and country clubs, religious organizations, educational facilities, and public and private entities throughout the United States. He is responsible for the production, management, review, and quality assurance of all reserve studies, property inspection services and consulting services for a nationwide portfolio of more than 6,000 clients. Under his direction, the firm conducts reserve study services for community associations, apartment complexes, churches, hotels, resorts, office towers and vintage architecturally ornate buildings.



PRIOR RELEVANT EXPERIENCE

Before founding Reserve Advisors, Inc. with John P. Poehlmann in 1991, Mr. Salgado, a professional engineer registered in the State of Wisconsin, served clients for over 15 years through American Appraisal Associates, the world's largest full service valuation firm. Mr. Salgado conducted facilities analyses of hospitals, steel mills and various other large manufacturing and petrochemical facilities and casinos.

He has served clients throughout the United States and in foreign countries, and frequently acted as project manager on complex valuation, and federal and state tax planning assignments. His valuation studies led to negotiated settlements on property tax disputes between municipalities and property owners.

Mr. Salgado has authored articles on the topic of reserve studies and facilities maintenance. He also co-authored *Reserves*, an educational videotape produced by Reserve Advisors on the subject of Reserve Studies and maintaining appropriate reserves. Mr. Salgado has also written in-house computer applications manuals and taught techniques relating to valuation studies.

EXPERT WITNESS

Mr. Salgado has testified successfully before the Butler County Board of Tax Revisions in Ohio. His depositions in pretrial discovery proceedings relating to reserve studies of Crestview Estates Condominium Association in Wauconda, Illinois, Rivers Point Row Property Owners Association, Inc. in Charleston, South Carolina and the North Shore Club Associations in South Bend, Indiana have successfully assisted the parties in arriving at out of court settlements.

EDUCATION - Milwaukee School of Engineering - B.S. Architectural Engineering

PROFESSIONAL AFFILIATIONS/DESIGNATIONS

American Association of Cost Engineers - Past President, Wisconsin Section
Association of Construction Inspectors - Certified Construction Inspector
Association of Professional Reserve Analysts - Past President & Professional Reserve Analyst (PRA)
Community Associations Institute - Member and Volunteer Leader of multiple chapters
Concordia Seminary, St. Louis - Member, National Steering Committee
Milwaukee School of Engineering - Member, Corporation Board
Professional Engineer, Wisconsin (1982) and North Carolina (2014)

Ted continually maintains his professional skills through American Society of Civil Engineers, ASHRAE, Association of Construction Inspectors, and continuing education to maintain his professional engineer licenses.



JOHN P. POEHLMANN, RS
Principal

John P. Poehlmann is a co-founder of Reserve Advisors, Inc. He is responsible for the finance, accounting, marketing, and overall administration of Reserve Advisors, Inc. He also regularly participates in internal Quality Control Team Reviews of Reserve Study reports.



Mr. Poehlmann directs corporate marketing, including business development, advertising, press releases, conference and trade show exhibiting, and electronic marketing campaigns. He frequently speaks throughout the country at seminars and workshops on the benefits of future planning and budgeting for capital repairs and replacements of building components and other assets.

PRIOR RELEVANT EXPERIENCE

Mr. Poehlmann served on the national Board of Trustees of Community Associations Institute. An international organization, Community Associations Institute (CAI) is a nonprofit 501(c)(3) trade association created in 1973 to provide education and resources to America's 335,000 residential condominium, cooperative and homeowner associations and related professionals and service providers.

He is a founding member of the Institute's Reserve Committee. The Reserve Committee developed national standards and the Reserve Specialist (RS) Designation Program for Reserve Study providers. Mr. Poehlmann has authored numerous articles on the topic of Reserve Studies, including Reserve Studies for the First Time Buyer, Minimizing Board Liability, Sound Association Planning Parallels Business Concepts, and Why Have a Professional Reserve Study. He is also a contributing author in Condo/HOA Primer, a book published for the purpose of sharing a wide background of industry knowledge to help boards in making informed decisions about their communities.

INDUSTRY SERVICE AWARDS

CAI Wisconsin Chapter Award
CAI National Rising Star Award
CAI Michigan Chapter Award

EDUCATION

University of Wisconsin-Milwaukee - Master of Science Management
University of Wisconsin - Bachelor of Business Administration

PROFESSIONAL AFFILIATIONS

Community Associations Institute (CAI) - Founding member of Reserve Committee; former member of National Board of Trustees; Reserve Specialist (RS) designation; Member of multiple chapters

Association of Condominium, Townhouse, & Homeowners Associations (ACTHA) – member



ALAN M. EBERT, P.E., PRA, RS
Director of Quality Assurance

CURRENT CLIENT SERVICES

Alan M. Ebert, a Professional Engineer, is Director of Quality Assurance for Reserve Advisors. Mr. Ebert is responsible for the management, review and quality assurance of reserve studies. In this role, he assumes the responsibility of stringent report review analysis to assure report accuracy and the best solution for Reserve Advisors' clients.

Mr. Ebert has been involved with hundreds of Reserve Study assignments. The following is a partial list of clients served by Alan Ebert demonstrating his breadth of experiential knowledge of community associations in construction and related buildings systems.

Brownsville Winter Haven Located in Brownsville, Texas, this unique homeowners association contains 525 units. The Association maintains three pools and pool houses, a community and management office, landscape and maintenance equipment, and nine irrigation canals with associated infrastructure.

Rosemont Condominiums This unique condominium is located in Alexandria, Virginia and dates to the 1940's. The two mid-rise buildings utilize decorative stone and brick masonry. The development features common interior spaces, multi-level wood balconies and common asphalt parking areas.

Stillwater Homeowners Association Located in Naperville, Illinois, Stillwater Homeowners Association maintains four tennis courts, an Olympic sized pool and an upscale ballroom with commercial-grade kitchen. The community also maintains three storm water retention ponds and a detention basin.

Birchfield Community Services Association This extensive Association comprises seven separate parcels which include 505 townhome and single family homes. This Community Services Association is located in Mt. Laurel, New Jersey. Three lakes, a pool, a clubhouse and management office, wood carports, aluminum siding, and asphalt shingle roofs are a few of the elements maintained by the Association.

Oakridge Manor Condominium Association Located in Londonderry, New Hampshire, this Association includes 104 units at 13 buildings. In addition to extensive roads and parking areas, the Association maintains a large septic system and significant concrete retaining walls.

Memorial Lofts Homeowners Association This upscale high rise is located in Houston, Texas. The 20 luxury units include large balconies and decorative interior hallways. The 10-story building utilizes a painted stucco facade and TPO roof, while an on-grade garage serves residents and guests.

PRIOR RELEVANT EXPERIENCE

Mr. Ebert earned his Bachelor of Science degree in Geological Engineering from the University of Wisconsin-Madison. His relevant course work includes foundations, retaining walls, and slope stability. Before joining Reserve Advisors, Mr. Ebert was an oilfield engineer and tested and evaluated hundreds of oil and gas wells throughout North America.

EDUCATION

University of Wisconsin-Madison - B.S. Geological Engineering

PROFESSIONAL AFFILIATIONS/DESIGNATIONS

Professional Engineering License - Wisconsin, North Carolina

Reserve Specialist (RS) - Community Associations Institute

Professional Reserve Analyst (PRA) - Association of Professional Reserve Analysts



NICOLE L. LOWERY, PRA, RS
Associate Director of Quality Assurance

CURRENT CLIENT SERVICES

Nicole L. Lowery, a Civil Engineer, is an Associate Director of Quality Assurance for Reserve Advisors. Ms. Lowery is responsible for the management, review and quality assurance of reserve studies. In this role, she assumes the responsibility of stringent report review analysis to assure report accuracy and the best solution for Reserve Advisors' clients.

Ms. Lowery has been involved with hundreds of Reserve Study assignments. The following is a partial list of clients served by Nicole Lowery demonstrating her breadth of experiential knowledge of community associations in construction and related buildings systems.

Amelia Surf & Racquet Club This oceanfront condominium community comprises 156 units in three mid rise buildings. This Fernandina Beach, Florida development contains amenities such as clay tennis courts, two pools and boardwalks.

Ten Museum Park This boutique, luxury 50-story high rise building in downtown Miami, Florida consists of 200 condominium units. The amenities comprise six pools including resistance and plunge pools, a full-service spa and a state-of-the-art fitness center. The property also contains a multi-level parking garage.

3 Chisolm Street Homeowners Association This historic Charleston, South Carolina community was constructed in 1929 and 1960 and comprises brick and stucco construction with asphalt shingle and modified bitumen roofs. The unique buildings were originally the Murray Vocational School. The buildings were transformed in 2002 to 27 high-end condominiums. The property includes a courtyard and covered parking garage.

Lakes of Pine Run Condominium Association This condominium community comprises 112 units in 41 buildings of stucco construction with asphalt shingle roofs. Located in Ormond Beach, Florida, it has a domestic water treatment plant and wastewater treatment plant for the residents of the property.

Rivertowne on the Wando Homeowners Association This exclusive river front community is located on the Wando River in Mount Pleasant, South Carolina. This unique Association includes several private docks along the Wando River, a pool and tennis courts for use by its residents.

Biltmore Estates Homeowners Association This private gated community is located in Miramar, Florida, just northwest of Miami, Florida and consists of 128 single family homes. The lake front property maintains a pool, a pool house and private streets.

Bellavista at Miromar Lakes Condominium Association Located in the residential waterfront resort community of Miromar Lakes Beach & Golf Club in Fort Myers, Florida, this property comprises 60 units in 15 buildings. Amenities include a clubhouse and a pool.

PRIOR RELEVANT EXPERIENCE

Before joining Reserve Advisors, Ms. Lowery was a project manager with Kipcon in New Brunswick, New Jersey and the Washington, D.C. Metro area for eight years, where she was responsible for preparing reserve studies and transition studies for community associations. Ms. Lowery successfully completed the bachelors program in Civil Engineering from West Virginia University in Morgantown, West Virginia.

EDUCATION

West Virginia University - B.S. Civil Engineering

PROFESSIONAL AFFILIATIONS / DESIGNATIONS

Reserve Specialist (RS) - Community Associations Institute

Professional Reserves Analyst (PRA) - Association of Professional Reserve Analysts



STEPHANIE A. MUELLER, P.E., RS
Responsible Advisor

CURRENT CLIENT SERVICES

Stephanie A. Mueller, a Civil Engineer, is an Advisor for Reserve Advisors. Ms. Mueller is responsible for the inspection and analysis of the condition of clients' properties, and recommending engineering solutions to prolong the lives of the components. She also forecasts capital expenditures for the repair and/or replacement of the property components and prepares technical reports on assignments. She is responsible for conducting Life Cycle Cost Analysis and Capital Replacement Forecast services on townhomes and planned unit developments.

The following is a partial list of clients served by Stephanie Mueller demonstrating her breadth of experiential knowledge of community associations in construction and related buildings systems.

Caswell Lofts Situated in lively Austin, Texas, five loft-style buildings comprise 42 condominiums. The buildings comprise brick masonry, fiber cement siding and flat roof assemblies. Homeowners can enjoy the fresh air on the extended open balconies.

Palazzo Tornabuoni Associazione Located in the heart of Florence, Italy, this 15th century palace includes 38 luxury residences. The ground floor includes upscale retail spaces and a restaurant. The building features many historic details such as the tile roofs and original fresco paintings. Members enjoy the private lounge, sauna and steam room.

Village at Washington's Landing This picturesque community on Herrs Island overlooks downtown Pittsburgh. The 85 townhomes and 3 single family homes feature asphalt shingle and metal roofs, brick masonry and wood composite siding.

Carriage Manor RV Resort This attractive resort in Mesa, Arizona offers 911 recreational vehicle lots. The clubhouse and crafts building feature a banquet hall, billiards room, commercial kitchen and various club rooms. The buildings' exteriors comprise stucco walls, modified bitumen roofs and concrete tile roofs. Located throughout the resort are tennis courts, a pool, golf driving cages, putting greens and a dog park.

Beechnut Woods Located in Grafton, Wisconsin, this quaint community comprises 68 townhomes. The buildings feature brick masonry, vinyl siding and asphalt shingle roofs. The development contains a gazebo, pond, retaining walls and concrete flatwork.

Sonoma Homeowners Association This expansive community of 1,000 homeowners is located in Round Rock, Texas. Homeowners enjoy the use of two pools, splash area, water slide, playgrounds and a pavilion. Located throughout the property are perimeter fences, ponds and an irrigation system.

Holly Creek Located in Plymouth, Minnesota, this inviting community comprises 108 townhomes in 21 buildings. The buildings feature vinyl siding and asphalt shingle roofs. The development includes asphalt driveways and concrete sidewalks.

PRIOR RELEVANT EXPERIENCE

Before joining Reserve Advisors, Ms. Mueller attended the University of Wisconsin in Madison, Wisconsin where she attained her Bachelor of Science degree in Civil Engineering. Her studies focused on structural engineering. At the University of Wisconsin, she managed a team responsible for the design of a new drinking water facility for a rural Wisconsin town.

EDUCATION

University of Wisconsin-Madison - B.S. Civil Engineering

PROFESSIONAL AFFILIATIONS

Reserve Specialist (RS) - Community Associations Institute
Professional Engineer (P.E.) - Wisconsin 2015



LOUISE L. HEFFERNAN, RS
Review Coordinator

CURRENT CLIENT SERVICES

Louise L. Heffernan, a Biosystems and Bioproducts Engineer, is an Advisor for Reserve Advisors. Ms. Heffernan is responsible for the inspection and analysis of the condition of clients' property, and recommending engineering solutions to prolong the lives of the components. She also forecasts capital expenditures for the repair and/or replacement of the property components and prepares technical reports on assignments. She is responsible for conducting Life Cycle Cost Analysis and Capital Replacement Forecast services and the preparation of Reserve Study Reports for condominiums, townhomes and homeowners associations. Ms. Heffernan frequently serves as the Quality Assurance Review Coordinator for all types of developments.

The following is a partial list of clients served by Louise Heffernan demonstrating her breadth of experiential knowledge of community associations in construction and related buildings systems.

Heritage Glen Condominium Association, Inc. This quiet wooded community of 121 condominiums in 43 buildings is located in the historic and charming town of Simsbury, Connecticut. The buildings were constructed in the late 1960's. The community features private asphalt pavement streets, detached garages, a clubhouse, pool, retaining walls and ponds.

Oviedo Forest Master Homeowners' Association, Inc. Located in Oviedo, Florida, this Association maintains the common elements shared by 125 single family homes in both gated and non-gated communities. The buildings were built from 2006 to 2014. The development contains asphalt pavement streets, playground equipment, ponds and retaining walls.

Heritage Place Condominium Association Located in the heart of Kentucky's Bluegrass Region in Lexington, Kentucky, this condominium style development contains 120 units in 30 buildings. The exteriors of the buildings comprise brick veneer, vinyl siding and asphalt shingle roofs. The buildings were built from 2000 to 2003. The property contains asphalt pavement streets, concrete flatwork and retaining walls.

Hanover Homeowners Association This townhome style development located in Houston, Texas is comprised of 148 units in 41 buildings. The exteriors of the buildings comprise fiber cement siding and asphalt shingle roofs. The buildings were constructed from 2006 to 2014. The development contains concrete flatwork, fences, a pool house and pool.

Hidden Terrace Townhomes Association Nestled among the rolling terrain of Plymouth, Minnesota, this townhome style development consists of 32 units in 16 buildings. The buildings were built from 2003 to 2006. The exteriors of the buildings comprise wood balconies and porches, asphalt shingle roofs and vinyl siding. The Association is responsible for asphalt pavement driveways, concrete sidewalks and stone retaining walls.

Woodcliff Carriage Homes Situated east of Saint Paul, Minnesota this condominium style development of 56 units in seven buildings is located in the valleys of Woodbury, Minnesota. These carriage homes were built in the early 1980's. The exteriors of the buildings comprise aluminum siding and asphalt shingle roofs. The community includes asphalt pavement streets and parking areas, and concrete flatwork.

PRIOR RELEVANT EXPERIENCE

Before joining Reserve Advisors, Ms. Heffernan attended the University of Minnesota in Minneapolis, Minnesota, where she attained her Bachelor of Science degree in Biosystems and Bioproducts Engineering. Her studies focused on environmental engineering and water resources. At the University of Minnesota, Ms. Heffernan worked as a Research Assistant for the Biosystems and Bioproducts Engineering department where she supervised projects in the fields of hydrology, soil science and agricultural engineering. Before joining **Reserve Advisors**, Ms. Heffernan worked with Metropolitan Council analyzing water treatment processes.

EDUCATION

University of Minnesota, Twin-Cities - B.S. Biosystems and Bioproducts Engineering

PROFESSIONAL AFFILIATIONS

Reserve Specialist (RS) - Community Associations Institute



RESOURCES

Reserve Advisors, Inc. utilizes numerous resources of national and local data to conduct its Professional Services. A concise list of several of these resources follows:

Association of Construction Inspectors, (ACI) the largest professional organization for those involved in construction inspection and construction project management. ACI is also the leading association providing standards, guidelines, regulations, education, training, and professional recognition in a field that has quickly become important procedure for both residential and commercial construction, found on the web at www.iami.org. Several advisors and a Principal of Reserve Advisors, Inc. hold Senior Memberships with ACI.

American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc., (ASHRAE) the American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc., devoted to the arts and sciences of heating, ventilation, air conditioning and refrigeration; recognized as the foremost, authoritative, timely and responsive source of technical and educational information, standards and guidelines, found on the web at www.ashrae.org. Reserve Advisors, Inc. actively participates in its local chapter and holds individual memberships.

Community Associations Institute, (CAI) America's leading advocate for responsible communities noted as the only national organization dedicated to fostering vibrant, responsive, competent community associations. Their mission is to assist community associations in promoting harmony, community, and responsible leadership.

Marshall & Swift / Boeckh, (MS/B) the worldwide provider of building cost data, co-sourcing solutions, and estimating technology for the property and casualty insurance industry found on the web at www.marshallswift.com.

R.S. Means CostWorks, North America's leading supplier of construction cost information. As a member of the Construction Market Data Group, Means provides accurate and up-to-date cost information that helps owners, developers, architects, engineers, contractors and others to carefully and precisely project and control the cost of both new building construction and renovation projects found on the web at www.rsmeans.com.

Reserve Advisors, Inc., library of numerous periodicals relating to reserve studies, condition analyses, chapter community associations, and historical costs from thousands of capital repair and replacement projects, and product literature from manufacturers of building products and building systems.

* is the estimated In

Line Item	Total Quantity	Per Phase Quantity	Units
—		—	—
1. 140	1	1	Each
1. 280	9	9	Squares
1. 380	90	90	Squares
1. 500	40	40	Squares
1. 800	2,700	2,700	Square Feet
1. 940	1	1	Allowance
1. 945	4,250	4,250	Square Feet
1. 980	2,570	2,570	Square Feet
2. 060	5,060	5,060	Square Feet
2. 519	2	1	Allowance
2. 520	1	1	Allowance
2. 560	30	30	Each
2. 680	2	2	Each
2. 900	6	6	Each
3. 050	1	1	Each
3. 060	5	5	Each
3. 061	1	1	Each
3. 160	2	2	Each
	1	1	Each
3. 300	1	1	Allowance
3. 555	1	1	Each
3. 560	1	1	Allowance
3. 860	1	1	Each
3. 940	1	1	Each
4. 140	21,300	1,330	Square Feet
4. 045	1,960	1,960	Square Yards
4. 046	4,080	4,080	Square Yards
4. 360	1	1	Each
4. 700	1	1	Each
4. 710	850	285	Linear Feet
4. 730	4,160	1,040	Square Yards
4. 736	190	190	Linear Feet

5.300	1	1 Allowance
5.303	1	1 Allowance
6.870	1	1 Each

RESERVE EXPENDITURES

Inflation Rate based on CPI estimating Replacement Costs. CPI numbers verified on BLS.gov
Village of Oak Brook
Bath and Tennis Club
Oak Brook, Illinois

Life Analysis,
Years
Useful

Reserve Component Inventory

—

—

Exterior Building Elements

Chimney, Near Term Repairs	4 to 6
Roof, Roll Roofing (Peak of main building)	15 to 20
Roofs, EPDM	15 to 20
Roof, Modified Bitumen, Locker Rooms & Offices (incl. additional removal)	15 to 20
Walls, Masonry, Inspections and Repairs (includes chimney, sealants)	8 to 12
Walls, Wood Siding, Paint Finishes (includes soffits, tennis building)	4 to 6
Walls, Wood Siding, Replacement	to 45
Windows and Doors, Wood Frames With Aluminum Cladding	to 40

Interior Building Elements

Ceilings, Acoustical Tiles, Grid and Lighting	to 30
Kitchens, Equipment, Phased	12 to 18
Kitchen, Renovation	to 30
Light Fixtures, Dining Room and Lobby	to 30
Locker Rooms, Renovation	to 25
Rest Rooms, Renovation	to 25

Building Services Elements

Air Handling Unit, Make-up Air, Kitchen	15 to 20
Air Handling Units, Rooftop Heating and Cooling Units, 3- to 5-tons	15 to 20
Air Handling Unit, Rooftop Heating and Cooling Unit, 20-tons	15 to 20
Boilers, Domestic Hot Water, 650-MBH	15 to 20
Grease Trap	10 to 15
Electrical System, Main Panels	to 70+
Life Safety System, Control Panel	to 15
Life Safety System, Emergency Devices	to 25
Storage Tank, Domestic Hot Water	to 40
Water Heater, 76-MBH	15 to 20

Property Site Elements

Concrete Sidewalks, Partial	to 65
Asphalt Pavement, Total Replacement, Drives	15 to 20
Asphalt Pavement, Total Replacement, Parking Areas	15 to 20
Gazebo	to 25
Pond, Aerator	10 to 15
Pond, Erosion Control, Partial	to 15
Pond, Sediment Removal, Partial	to 30
Railings, Steel	to 35

Tennis Elements

Building Exterior Renovation	to 25
Catch Basin, Landscape, Install	to 20

Pool Elements

Pool Check- In Shelter	15 to 20
------------------------	----------

Costs, \$

Unit

(2016)

(2025*)

—

—

\$15,698.00 \$21,192.30

\$16,758.00 \$22,623.30

\$310,240.00 \$418,824.00

\$144,309.00 \$194,817.15

\$23,460.00 \$31,671.00

\$114,399.00 \$154,438.65

\$45,500.00 \$61,425.00

\$215,439.00 \$290,842.65

\$46,569.00 \$62,868.15

\$224,553.00 \$303,146.55

\$60,357.00 \$81,481.95

\$18,407.00 \$24,849.45

\$1,400,000.00 \$1,588,895.53

\$69,945.00 \$94,425.75

\$56,422.00 \$76,169.70

\$77,021.00 \$103,978.35

\$70,859.00 \$95,659.65

\$55,933.00 \$75,509.55

\$5,000.00 \$6,750.00

\$94,924.00 \$128,147.40

\$15,459.00 \$20,869.65

\$27,617.00 \$37,282.95

\$8,214.00 \$11,088.90

\$18,034.00 \$24,345.90

\$156,438.00 \$211,191.30

66,168 \$89,326.80

157,871 \$213,125.85

\$81,781.00 \$110,404.35

\$17,929.00 \$24,204.15

\$43,066.00 \$58,139.10

\$48,986.00 \$66,131.10

\$17,066.00 \$23,039.10

\$70,730.00	\$95,485.50
-------------	-------------

\$15,345.00	\$20,715.75
-------------	-------------

\$20,931.00	\$28,256.85
-------------	-------------

\$3,810,497.00	\$4,843,066.48
----------------	----------------











NO
PARKING
FIRE
LANE















Pooling of Water on the Roof



Standing Water on the Bath and Tennis Roof Due to Poor Pitch Design
a Sump Pump is needed to remove the water









POOL
CLOSED

NO FOOD COOLERS
OR GLASS CONTAINERS
ALLOWED

NO SMOKING
PLEASE TO LAMPITE

NO SMOKING
PLEASE TO LAMPITE





**NO
SWIMMING
SUNSET
TO
SUNRISE**















CONTROL VALVE

















