



OAK BROOK *Illinois*

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

Regular Meeting
Tuesday, April 22, 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. Shared-Use Path and Bike Route Master Plan Presentation

4. PUBLIC COMMENTS

5. APPROVAL OF MINUTES

A. Regular Executive Meeting Minutes of February 25, 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: April 16, 2025 - \$768,384.48

1. LEGAL SERVICES:

a) Clark Baird Smith LLP - Legal Services - March 2025 - \$150.00 (FY25 YTD - \$1,590.00)

b) Lamp Law, LLC - Legal Services - March 2025 - \$3,333.33 (FY25 YTD - \$9,999.99)

TOTAL LEGAL BUDGET FOR 2025 IS \$325,287.96

TOTAL LEGAL BILLS PAID FOR 2025 - YTD - \$53,388.04

2. Enterprise FM Trust - Vehicle Leases - April 2025 - \$43,372.42

3. DuPage Water Commission - Water Consumption - March 2025 - \$341,975.88

4. Sikich CPA LLC - Audit Services for the Year Ending December 31, 2024 - \$28,455.00

5. Christopher B. Burke Engineering, LTD - Oak Brook Sports Core

Property Improvement Project - Professional Services from February 23, 2025 to March 29, 2025 - \$59,252.27

- B. Approval of Payroll Paydate: April 17, 2025 - \$920,047.23
- C. Village of Oak Brook – Monthly Financial Reports - March 2025
- D. Arbor Day Proclamation

7. ITEMS REMOVED FROM CONSENT AGENDA

8. BOARDS AND COMMISSION RECOMMENDATION

9. ACTIVE BUSINESS

A. Ordinances & Resolutions

- 1. Resolution R-2296, A Resolution Approving the Final Plat of Consolidation for the Property Commonly Known as 328 Walnut Lane, Oak Brook, Illinois
- 2. Resolution R-2297, A Resolution Approving and Authorizing the Execution of a Renewal Agreement By and Between the Village of Oak Brook and the York Center Fire Protection District
- 3. Resolution R-2298, A Resolution Approving the Waiver of Competitive Bidding and Authorizing the Purchase of a Monitor/Defibrillators
- 4. Resolution R-2299, A Resolution Approving an Easement Agreement with Matthew D. Mason of Hilco Real Estate for the Relocation of the Village's Water Main on Route 83 at the I-88 on-ramp
- 5. Ordinance S-1727, An Ordinance Granting a Variation from Section 13-6B-3.H.3 of Title 13 ("Zoning Regulations") of the Village Code of the Village of Oak Brook Relative to the Rear Yard Setback for the Property Located at 3702 Frederick Drive in the Village of Oak Brook, Illinois

10. BOARD UPDATES

11. ADJOURN TO CLOSED SESSION

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

12. ADJOURNMENT

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

Approval for Payroll Paydate: 04/17/25

Total Gross Payroll	\$	627,561.50
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Employee Deductions:

Illinois Municipal Retirement Fund	\$	15,666.26
Police Pension Fund	\$	18,470.18
Fire Pension Fund	\$	13,207.51
Federal Tax Withholding	\$	65,509.66
State Tax Withholding	\$	26,498.53
Social Security and Medicare	\$	25,123.24
ICMA/NACO/457	\$	28,110.76
Court Orders	\$	530.00
Insurance Contributions*	\$	23,028.22
Aflac Contributions	\$	1,002.51
Mo Vol Life	\$	450.73
Police Union Dues	\$	-
Fire Union Dues	\$	1,447.26
Public Works Union Dues	\$	1,204.53
125-Medical/Dependent Care	\$	2,940.33

Total Employee Deductions		223,189.72
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Net Payroll	\$	404,371.78
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Village Expenses:

Police Pension	\$	77,254.19
Fire Pension	\$	77,457.09
IMRF Pension	\$	22,767.27
Insurance Contributions*	\$	89,883.94
Social Security and Medicare	\$	25,123.24

Total Village Expenses		292,485.73
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Total Payroll (Gross Payroll plus Village Expenses)	\$	920,047.23
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*Includes Health Savings Account (HSA) Contributions

Payroll Date: 04/17/25

Employee Deductions		Pension	Salary by Pension	Percent of
		Deduction	Plan	Pensionable Salary**
	Police	\$ 18,470.18	\$ 186,379.18	9.910%
	Fire	13,207.51	139,688.16	9.455%
	IMRF	10,683.23	237,406.28	4.500%
	Non-Pensionable	-		0.000%
			<u>\$ 563,473.62</u>	

Village Payment into Pensions		Village	Percent of Payroll*	Percent "Match" of what Employee Contributes
		Contribution		
	Police	\$ 77,254.19	41.45%	418.3%
	Fire	77,457.09	55.45%	586.5%
	IMRF	22,767.27	9.59%	213.1%
		<u>\$ 177,478.55</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

MARCH 2025



Executive Summary on Village Funds

Through March 31, 2025

				YTD Net Fund Increase (Decrease)	Estimated YTD Ending Fund Balance (Deficit)
<u>Governmental Funds</u>	YTD Revenues	YTD Expenditures			
General Fund (Major Fund) <i>Main operating fund of the Village.</i>	\$ 8,780,315	\$ 7,349,556	\$ 1,430,759	\$ 44,808,236	
Hotel Fund (Major Fund) <i>Collects and spends resources from the 3% hotel/motel tax.</i>	\$ 330,786	\$ 181,404	\$ 149,382	\$ 5,495,996	
Motor Fuel Tax Fund <i>Collects and spends resources from the State motor fuel tax.</i>	\$ 112,761	\$ 72,635	\$ 40,127	\$ 2,432,343	
Infrastructure Fund (Major Fund) <i>Accounts for construction and maintenance of roadways, drainage, and safety path systems.</i>	\$ 2,491,591	\$ 796,597	\$ 1,694,993	\$ 16,119,501	
<u>Enterprise Funds</u>					
Water Fund (Major Fund) <i>Collects user fees for the distribution of water and maintenance of infrastructure.</i>	\$ 2,413,123	\$ 1,625,665	\$ 787,458	\$ 22,706,101	
Sports Core Fund (Major Fund) <i>Accounts for revenues and expenses relating to administration, programs, food and beverage operations, and golf course.</i>	\$ 836,751	\$ 645,548	\$ 191,203	\$ 3,095,091	
<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>	\$ 738,290	\$ 800,257	\$ (61,966)	\$ 335,663	
Garage Fund <i>Accounts for the maintenance of the Village's vehicle fleet and the related departmental reimbursements.</i>	\$ 221,310	\$ 219,226	\$ 2,084	\$ 445,746	
Equipment Replacement Fund <i>Accounts for the replacement of the Village's vehicle fleet and the related departmental contributions.</i>	\$ 357,517	\$ 131,083	\$ 226,435	\$ 3,844,120	

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 March 31, 2025

	3/31/24	3/31/25	3/31/25	3/31/25	2025	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Prior
	Actual	Actual	Amended	Amended	Budget	Year
			Budget	Budget		
<u>OPERATING REVENUES</u>						
Sales Tax	\$ 4,998,802	5,423,089	\$ 4,312,500	125.8%	\$ 17,250,000	\$ 424,288
State Income Tax	333,460	349,221	325,000	107.5%	1,300,000	15,761
Replacement Tax	154,536	89,109	137,500	64.8%	550,000	(65,427)
Road & Bridge Tax	6,361	1	8,750	0.0%	35,000	(6,359)
Local Use Tax	90,918	74,510	79,750	93.4%	319,000	(16,408)
Cannabis Use Tax	3,327	3,328	3,125	106.5%	12,500	1
Grants	151,500	7,704	42,780	18.0%	171,120	(143,796)
Utility/Telecom. Tax	786,329	840,238	937,500	89.6%	3,750,000	53,909
Licenses and Permits	685,561	376,394	686,890	54.8%	2,747,560	(309,167)
Charges for Services	640,803	648,356	684,513	94.7%	2,738,050	7,553
Investment Interest	420,621	228,412	250,000	91.4%	1,000,000	(192,209)
Miscellaneous Income	274,369	237,189	151,555	156.5%	606,221	(37,180)
Total Operating Revenues	\$ 8,546,586	\$ 8,277,551	\$ 7,619,863	108.6%	\$ 30,479,451	\$ (269,035)
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 4,734,433	\$ 5,370,459	\$ 5,946,815	90.3%	\$ 23,787,259	\$ 636,025
Materials and Supplies	119,730	137,162	172,363	79.6%	689,454	\$ 17,432
Operation and Contract	1,643,713	1,813,288	1,828,131	99.2%	7,312,523	\$ 169,575
Other Expenditures	2,123	2,117	2,475	85.5%	9,900	\$ (7)
Capital Outlay	26,722	26,531	153,144	17.3%	612,575	\$ (191)
Total Operating Expenditures	\$ 6,526,722	\$ 7,349,556	\$ 8,102,928	90.7%	\$ 32,411,711	\$ 822,834
SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES	\$ 2,019,863	\$ 927,995	\$ (483,065)	-192.1%	\$ (1,932,260)	\$ (1,091,868)
<u>INTERFUND TRANSACTIONS</u>						
Transfers In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Transfers Out				N/A		-
Reimbursements From Other Funds	218,985	502,764	502,766	100.0%	2,011,062	283,779
Reimbursements To Other Funds	-	-	-	N/A	-	-
Sports Core Loan				N/A	-	-
Total Interfund Transactions	\$ 218,985	\$ 502,764	\$ 502,766	100.0%	\$ 2,011,062	\$ 283,779
NET FUND INCREASE (DECREASE)	\$ 2,238,848	\$ 1,430,759	\$ 19,700		\$ 78,802	\$ (808,089)

*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 March 31, 2025

	3/31/24	3/31/25	3/31/25	3/31/25	2025	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Prior
	Actual	Actual	Amended	Amended	Budget	Year
			Budget	Budget		
<u>OPERATING REVENUES</u>						
Hotel Tax	\$ 348,059	\$ 296,490	\$ 350,000	84.7%	\$ 1,400,000	\$ (51,569)
Investment Interest	40,661	34,296	15,000	228.6%	60,000	(6,365)
Loan Interest	-	-	-	N/A	-	-
Miscellaneous	-	-	126,125		504,500	-
Total Operating Revenues	\$ 388,720	\$ 330,786	\$ 491,125	67.4%	\$ 1,964,500	\$ (57,934)
<u>EXPENDITURES</u>						
Personnel	\$ -	\$ 31,277	\$ 35,217		\$ 140,868	\$ -
Operation and Contract	5,581	65,053	243,991	0.27	975,965	59,471.94
Capital Outlay	2,906	33,626	148,438	22.7%	593,750	30,720
Total Expenditures	\$ 8,488	\$ 129,957	\$ 392,429	33.1%	\$ 1,710,583	\$ 90,192
SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES	\$ 380,232	\$ 200,829	\$ 63,479	316.4%	\$ 253,917	\$ (148,126)
<u>INTERFUND TRANSACTIONS</u>						
Transfer Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Reimbursements to Other Funds	(60,978)	(51,447)	(51,448)	100.0%	(205,791)	9,531
Total Interfund Transactions	\$ (60,978)	\$ (51,447)	\$ (51,448)	100.0%	\$ (205,791)	\$ 9,531
NET FUND INCREASE (DECREASE)	\$ 319,254	\$ 149,382	\$ 12,031		\$ 48,126	\$ (138,595)

Note - Expenditures are recorded in program 171.

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

	3/31/24	3/31/25	3/31/25	3/31/25	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	\$ 2,204,203	\$ 2,355,984	\$ 1,748,750	134.7%	\$ 6,995,000	\$ 151,781
Charges for Services	-	-	-	N/A	-	\$ -
Investment Interest	181,961	135,607	100,000	135.6%	400,000	(46,354)
Grants	-	-	-	N/A	-	-
Miscellaneous	1,990	-	-	N/A	-	(1,990)
Total Operating Revenues	\$ 2,388,154	\$ 2,491,591	\$ 1,848,750	134.8%	\$ 7,395,000	\$ 103,437
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 40,775	\$ 13,996	\$ -	N/A	\$ -	\$ (26,780)
Materials and Supplies	35	2,740	11,950	22.9%	47,800	2,705
Operation and Contract	207,469	307,852	572,053	53.8%	2,288,213	100,383
Other Expenditures	5,334	-	-	N/A	-	(5,334)
Capital Outlay	141,083	296,533	1,127,794	26.3%	4,511,174	155,450
Total Operating Expenditures	\$ 394,697	\$ 621,121	\$ 1,711,797	36.3%	\$ 6,847,187	\$ 226,425
<u>SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES</u>	\$ 1,993,457	\$ 1,870,469	\$ 136,953	1365.8%	\$ 547,813	\$ (122,988)
<u>INTERFUND TRANSACTIONS</u>						
Transfers In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Reimbursements From Other Funds	-	-	50,000	0.0%	200,000	-
Reimbursements To Other Funds	(8,001)	(175,476)	(175,477)	100.0%	(701,906)	(167,475)
Total Interfund Transactions	\$ (8,001)	\$ (175,476)	\$ (125,477)	139.8%	\$ (501,906)	\$ (167,475)
<u>NET FUND INCREASE (DECREASE)</u>	\$ 1,985,456	\$ 1,694,993	\$ 11,477		\$ 45,907	\$ (290,463)

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

	3/31/24	3/31/25	3/31/25	3/31/25	2025	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Prior
	Actual	Actual	Amended	Amended	Budget	Year
			Budget	Budget		
<u>OPERATING REVENUES</u>						
Plan Review Fees	\$ 152	\$ 450	\$ 131	342.9%	\$ 525	\$ 298
Building/Inspection Fees	-	-	375	0.0%	1,500	-
Water Sales	2,051,167	2,111,403	2,827,299	74.7%	11,309,195	60,236
Unmetered Sales	12,926	3,131	15,000	20.9%	60,000	(9,796)
Water Connection Fees	15,870	22,310	18,500	120.6%	74,000	6,440
Fire Service Charge	-	-	-	N/A	-	-
Meter Charges	3,790	8,537	3,750	227.7%	15,000	4,747
Special Services	-	-	3,750	0.0%	15,000	-
Investment Interest	322,515	228,737	175,000	130.7%	700,000	(93,778)
Proceeds from Property Sale	-	-	-	N/A	-	-
Miscellaneous	21,052	38,556	18,750	205.6%	75,000	17,504
Total Operating Revenues	\$ 2,427,472	\$ 2,413,123	\$ 3,062,555	78.8%	\$ 12,250,220	\$ (14,348)
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 159,538	\$ 140,817	\$ 164,319	85.7%	\$ 657,277	\$ (18,721)
Materials and Supplies	29,056	39,673	29,918	132.6%	119,671	10,617
Operation and Contract	882,386	1,157,438	1,725,890	67.1%	6,903,559	275,052
Capital Outlay	101	140,434	1,938,548	7.2%	7,754,190	140,333
Total Expenditures	\$ 1,071,080	\$ 1,478,362	\$ 3,858,674	38.3%	\$ 15,434,696	\$ 407,282
Surplus (Deficit) of Revenues Over Expenditures	\$ 1,356,391	\$ 934,761	\$ (796,119)	-117.4%	\$ (3,184,476)	\$ (421,630)
<u>INTERFUND TRANSACTIONS</u>						
Reimbursements To Other Funds	\$ (109,221)	\$ (147,303)	\$ (147,301)	100.0%	\$ (589,202)	\$ (38,082)
Total Interfund Transactions	\$ (109,221)	\$ (147,303)	\$ (147,301)	100.0%	\$ (589,202)	\$ (38,082)
Fund Increase/(Decrease) - Budgetary Basis	\$ 1,247,170	\$ 787,458	\$ (943,419)		\$ (3,773,678)	\$ (459,712)

*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 March 31, 2025

	B&T Recreation Operations	Field Operations	Clubhouse Operations	Golf Club	3/31/25 YTD Total	3/31/25 YTD Amended Budget	3/31/25 % of YTD Amended Budget	2025 Adopted Budget	3/31/24 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>										
Memberships	\$ 376,671	\$ -	\$ -	\$ 243,450	\$ 620,121	\$ 239,902	258.5%	\$ 959,607	\$ 303,575	\$ 316,546
Greens Fees	-	-	-	21,438	21,438	466,498	4.6%	1,865,990	25,932	(4,494)
Pro Shop Sales	-	-	-	4,455	4,455	45,000	9.9%	180,000	5,681	(1,225)
Golf Lessons	-	-	-	23,725	23,725	11,250	210.9%	45,000	6,475	17,250
Driving Range Fees	-	-	-	66,182	66,182	165,346	40.0%	661,382	53,694	12,488
Golf Surcharge	-	-	-	2,795	2,795	56,250	5.0%	225,000	-	-
Rentals	-	7,500	40,745	14,854	63,099	275,500	22.9%	1,102,000	35,531	27,568
Programs/User Fees	6,694	-	-	-	6,694	51,450	13.0%	205,800	-	6,694
Food Sales	-	-	-	870	870	14,445	6.0%	57,780	-	870
Beverage Sales	-	-	-	884	884	19,720	4.5%	78,880	-	884
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	3,422	-	-	13,063	16,486	24,500	67.3%	98,000	3,972	12,513
Total Operating Revenues	\$ 386,787	\$ 7,500	\$ 40,745	\$ 391,716	\$ 826,749	\$ 1,369,860	60.4%	\$ 5,479,439	\$ 434,861	\$ 389,093
<u>OPERATING EXPENDITURES</u>										
Personnel	\$ 44,560	\$ -	\$ -	\$ 156,491	\$ 201,050	\$ 412,766	48.7%	\$ 1,651,064	\$ 159,996	\$ 41,054
Materials & Supplies	3,369	-	14	28,731	32,113	106,508	30.2%	426,030	26,291	5,822
Operational & Contractual	134,583	1,960	9,273	41,410	187,226	302,927	61.8%	1,211,708	236,689	(49,463)
Other	-	-	-	-	-	-	N/A	-	12,696	(12,696)
Capital	10,088	-	-	76,530	86,618	392,488	22.1%	1,569,954	34,634	51,984
Total Operating Expenditures	\$ 192,600	\$ 1,960	\$ 9,287	\$ 303,162	\$ 507,008	\$ 1,214,689	41.7%	\$ 4,858,755	\$ 470,307	\$ 36,700
B&T Administration Overhead Allocation*	\$ 164,009	\$ (13,939)	\$ (30,224)	\$ (119,847)	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Operating Revenues Over (Under) Expenditures	\$ 358,197	\$ (8,398)	\$ 1,235	\$ (31,292)	\$ 319,741	\$ 155,171	206.1%	\$ 620,684	\$ (35,447)	\$ 352,393
<u>INTERFUND TRANSACTIONS</u>										
Reimbursement From Other Funds	\$ 10,002	\$ -	\$ -	\$ -	\$ 10,002	\$ 10,000	100.0%	\$ 40,000	\$ 10,002	\$ -
Reimbursement To General Fund	(138,540)	-	-	-	(138,540)	(138,527)	100.0%	(554,106)	(38,091)	(100,449)
Total Interfund Transactions	\$ (128,538)	\$ -	\$ -	\$ -	\$ (128,538)	\$ (128,527)	100.0%	\$ (514,106)	\$ (28,089)	\$ (100,449)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 229,659	\$ (8,398)	\$ 1,235	\$ (31,292)	\$ 191,203	\$ 26,644		\$ 106,578	\$ (63,536)	\$ 251,944

*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 March 31, 2025

	811 B&T Admin	812 Swimming	813 Tennis	822 Poolside Café	3/31/25 YTD Total	3/31/25 YTD Adopted Budget	3/31/25 % of YTD Amended Budget	2025 Adopted Budget	3/31/24 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>										
Memberships	\$ -	\$ 366,540	\$ 10,131	\$ -	\$ 376,671	\$ 125,695	299.7%	\$ 502,782	\$ 71,550	\$ 305,121
Programs/User Fees	-	5,794	900	-	6,694	51,450	13.0%	205,800	-	6,694
Food Sales	-	-	-	-	-	2,008	0.0%	8,030	-	-
Beverage Sales	-	-	-	-	-	908	0.0%	3,630	-	-
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	2,672	-	-	750	3,422	22,750	15.0%	91,000	2,588	835
Total Operating Revenues	\$ 2,672	\$ 372,334	\$ 11,031	\$ 750	\$ 386,787	\$ 202,810	190.7%	\$ 811,242	\$ 74,138	\$ 312,650
<u>OPERATING EXPENDITURES</u>										
Personnel	\$ 44,439	\$ 121	\$ -	\$ -	\$ 44,560	\$ 72,654	61.3%	\$ 290,617	\$ -	\$ 44,560
Materials & Supplies	-	3,356	12	-	3,369	7,039	47.9%	28,155	2,215	1,154
Operational & Contractual	66,407	68,176	-	-	134,583	160,837	83.7%	643,347	132,071	2,512
Other	-	-	-	-	-	-	N/A	-	12,696	(12,696)
Capital	89	10,000	-	-	10,088	179,725	5.6%	718,900	13,586	(3,498)
Total Operating Expenditures	\$ 110,935	\$ 81,653	\$ 12	\$ -	\$ 192,600	\$ 420,255	45.8%	\$ 1,681,019	\$ 160,568	\$ 32,031
B&T Administration Overhead Allocation*	\$ 208,002	\$ (34,631)	\$ (6,862)	\$ (2,500)	\$ 164,009	164,009	100.0%	\$ 656,036	\$ -	\$ 164,009
Operating Revenues Over (Under) Expenditures	\$ 99,739	\$ 256,050	\$ 4,157	\$ (1,750)	\$ 358,197	\$ (53,435)	-670.3%	\$ (213,742)	\$ (86,431)	\$ 444,628
<u>INTERFUND TRANSACTIONS</u>										
Reimbursement From Other Fund	\$ 10,002	\$ -	\$ -	\$ -	\$ 10,002	\$ 10,000	100.0%	\$ 40,000	\$ 10,002	\$ -
Reimbursement To General Fund	(138,540)	-	-	-	(138,540)	(138,527)	100.0%	(554,106)	-	(138,540)
Total Interfund Transactions	\$ (128,538)	\$ -	\$ -	\$ -	\$ (128,538)	\$ (128,527)	100.0%	\$ (514,106)	\$ 10,002	\$ (138,540)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ (28,799)	\$ 256,050	\$ 4,157	\$ (1,750)	\$ 229,659	\$ (181,962)		\$ (727,848)	\$ (76,429)	\$ 306,088

*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 March 31, 2025

	815 Polo	816 Open Fields	3/31/25 YTD Total	3/31/25 YTD Amended Budget	3/31/25 % of YTD Amended Budget	2025 Adopted Budget	3/31/24 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>								
Field Rentals	\$ -	\$ 7,500	\$ 7,500	\$ 50,750	14.8%	\$ 203,000	\$ 5,250	\$ 2,250
Range Rentals	-	-	-	-	N/A	-	-	-
Taste of Oak Brook	-	-	-	-	N/A	-	-	-
Other Revenue	-	-	-	-	N/A	-	-	-
Total Operating Revenues	\$ -	\$ 7,500	\$ 7,500	\$ 50,750	14.8%	\$ 203,000	\$ 5,250	\$ 2,250
<u>OPERATING EXPENDITURES</u>								
Personnel	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Materials & Supplies	-	-	-	2,373	0.0%	9,490	-	-
Operational & Contractual	-	1,960	1,960	19,006	10.3%	76,022	927	1,032
Capital	-	-	-	-	N/A	-	-	-
Total Operating Expenditures	\$ -	\$ 1,960	\$ 1,960	\$ 21,378	9.2%	\$ 85,512	\$ 927	\$ 1,032
B&T Administration Overhead Allocation*	\$ -	\$ (13,939)	\$ (13,939)	(13,939)	100.0%	\$ (55,754)	\$ -	\$ (13,939)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ -	\$ (8,398)	\$ (8,398)	\$ 15,433	-54.4%	\$ 61,733	\$ 4,323	\$ (12,721)

*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 March 31, 2025

	821 B&T Clubhouse	3/31/25 YTD Amended Budget	3/31/25 % of YTD Amended Budget	2025 Adopted Budget	3/31/24 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>						
Rentals	\$ 40,745	\$ 58,500	69.7%	\$ 234,000	\$ 22,053	\$ 18,692
Other Revenue	-	-	0.0%	-	-	-
Total Operating Revenues	\$ 40,745	\$ 58,500	69.7%	\$ 234,000	\$ 22,053	\$ 18,692
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Materials & Supplies	14	3,438	0.4%	13,750	3,752	(3,739)
Operational & Contractual	9,273	10,091	91.9%	40,365	11,890	(2,616)
Capital	-	-	N/A	-	-	-
Total Operating Expenditures	\$ 9,287	\$ 13,529	68.6%	\$ 54,115	\$ 15,642	\$ (6,355)
B&T Administration Overhead Allocation*	\$ (30,224)	(30,224)	100.0%	\$ (120,895)	\$ -	\$ (30,224)
Operating Revenues Over (Under) Expenditures	\$ 1,235	\$ 14,748	8.4%	\$ 58,990	\$ 6,411	\$ (5,177)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 1,235	\$ 14,748		\$ 58,990	\$ 6,411	\$ (5,177)

*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 March 31, 2025

	823 Golf Café	831 Golf General Operation	832 Golf Learning & Practice	833 Golf Cart Operations	834 Golf Course Maintenance	844 Golf Surcharge	3/31/25 YTD Total	3/31/25 YTD Amended Budget	3/31/25 % of YTD Amended Budget	2025 Adopted Budget	3/31/24 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>												
Memberships	\$ -	\$ 243,450	\$ -	\$ -	\$ -	\$ -	\$ 243,450	\$ 114,206	213.2%	\$ 456,825	\$ 232,025	\$ 11,425
Greens Fees	-	21,438	-	-	-	-	21,438	466,498	4.6%	1,865,990	25,932	(4,494)
Pro Shop Sales	-	4,455	-	-	-	-	4,455	45,000	9.9%	180,000	5,681	(1,225)
Golf Lessons	-	-	23,725	-	-	-	23,725	11,250	210.9%	45,000	6,475	17,250
Driving Range Fees	-	-	66,182	-	-	-	66,182	165,346	40.0%	661,382	53,694	12,488
Rentals	8,550	140	-	6,164	-	-	14,854	166,250	8.9%	665,000	8,228	6,626
Food Sales	870	-	-	-	-	-	870	12,438	7.0%	49,750	-	870
Beverage Sales	884	-	-	-	-	-	884	18,813	4.7%	75,250	-	884
Golf Surcharge	-	-	-	-	-	2,795	2,795	56,250	5.0%	225,000	-	-
Other Revenue	-	13,063	-	-	-	-	13,063	1,750	746.5%	7,000	1,385	11,679
Total Operating Revenues	\$ 10,304	\$ 282,547	\$ 89,907	\$ 6,164	\$ -	\$ 2,795	\$ 391,716	\$ 1,057,799	37.0%	\$ 4,231,197	\$ 333,420	\$ 55,501
<u>OPERATING EXPENDITURES</u>												
Personnel	\$ -	\$ 58,903	\$ -	\$ -	\$ 97,588	\$ -	\$ 156,491	\$ 340,112	46.0%	\$ 1,360,447	\$ 159,996	\$ (3,506)
Materials & Supplies	(783)	(6,165)	23,917	-	11,762	-	28,731	93,659	30.7%	374,635	20,324	8,407
Operational & Contractual	-	27,545	-	799	13,066	-	41,410	112,993	36.6%	451,973	91,801	(50,391)
Other	-	-	-	-	-	-	-	-	N/A	-	-	-
Capital	-	2,780	-	-	73,750	-	76,530	212,763	36.0%	851,054	21,048	55,482
Total Operating Expenditures	\$ (783)	\$ 83,063	\$ 23,917	\$ 799	\$ 196,165	\$ -	\$ 303,162	\$ 759,527	39.9%	\$ 3,038,108	\$ 293,169	\$ 9,992
Operating Revenues Over (Under) Expenditures	\$ 11,086	\$ 199,484	\$ 65,990	\$ 5,365	\$ (196,165)	\$ 2,795	\$ 88,554	\$ 298,272	29.7%	\$ 1,193,089	\$ 40,250	\$ 45,509
B&T Administration Overhead Allocation*	\$ -	\$ (119,847)	\$ -	\$ -	\$ -	\$ -	\$ (119,847)	(119,847)	100.0%	\$ (479,387)	\$ -	\$ (119,847)
<u>INTERFUND TRANSACTIONS</u>												
Reimbursement To General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	0.0%	\$ -	\$ 38,091	
Total Interfund Transactions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ 38,091	
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 11,086	\$ 79,637	\$ 65,990	\$ 5,365	\$ (196,165)	\$ 2,795	\$ (31,292)	\$ 178,425		\$ 713,702	\$ 40,250	\$ (74,338)

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

2025 Arbor Day Proclamation

WHEREAS, in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska and is now observed throughout the nation and the world, and

WHEREAS, trees play a vital role in enhancing the quality of life by providing environmental, social, and economic benefits to our community; and

WHEREAS, trees improve air quality, reduce soil erosion, support wildlife habitats, and beautify our surroundings; and

WHEREAS, trees serve as a symbol of growth, renewal, and the enduring connection between nature and humanity; and

WHEREAS, Arbor Day serves as a reminder of the importance of tree planting and care, encouraging individuals to contribute to the conservation and preservation of our national resources; and

WHEREAS, the legacy of Paul Butler, underscores the importance of open spaces for nature and recreation, emphasizing the enduring value of preserving and enhancing the Village of Oak Brook's natural landscape; and

WHEREAS, the Village of Oak Brook will plant a tree on this Arbor Day at the northwest side of Oak Brook Golf Course parking lot area as a service and commitment to our community; and

NOW, THEREFORE, BE RESOLVED, that I Laurence E. Herman, President of the Village of Oak Brook do hereby proclaim April 25, 2025 as Arbor Day in the Village of Oak Brook, IL, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, in the observance of this day by planting trees, participating in tree planting activities, and promoting environmental stewardship within our community.

In Witness Whereof, I have hereunto set my hand and seal this 22nd day of April 2025.

Laurence E. Herman
Village President
Oak Brook, Illinois

Netasha Scarpiniti
Village Clerk
Oak Brook, Illinois



ITEM 9.A.1.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
April 22, 2025

SUBJECT: Plat of Consolidation - 328 Walnut Lane

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board concur with the recommendation from the Planning & Zoning Commission and approve Resolution R-2296 approving the Final Plat for 328 Walnut Lane Plat of Consolidation, subject to the following conditions:

1. Final engineering review and approval.
2. Recording of the document by Village Staff.

Background/History:

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

The existing home is under contract with a buyer. The house was originally constructed prior to 1956 and crosses the parcel lines. The homeowners would like to resolve that issue prior to conveying the property. The minimum required lot area in the R-4 district is 18,000 square feet. The proposal appears to comply with the Subdivision and Zoning Ordinance regulations.

At their meeting on April 2, 2025, the Planning & Zoning Commission reviewed and deliberated on the petition. No members of the public spoke to the commission for or against the requested consolidation Plat. The Planning & Zoning Commission discussed the Plat and asked about the reason(s) for the request. The questions were answered to the satisfaction of the Planning & Zoning Commission.

Resolution R-2296 and the case file have been included with the Planning & Zoning Commission recommendation letter, both providing additional information and details pertaining to the application.

By a vote of 7 to 0, the Planning & Zoning Commission recommended approval of the final plat for the 328 Walnut Lane Consolidation as presented.

Please note that staff included the resolution to streamline the approval process for the property owner. At the Village President's direction, staff will be forwarding future similar Resolutions and Ordinances that received the P&Z Commission's unanimous approval.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2296, a resolution approving the final plat of consolidation for the property commonly known as 328 Walnut Lane, Oak Brook, Illinois.

Attachments:

1. R-2296 and Exhibits

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2025-SR-FP-EX-R-2296

A RESOLUTION
APPROVING THE FINAL PLAT OF CONSOLIDATION FOR THE
PROPERTY COMMONLY KNOWN AS 328 WALNUT LANE,
OAK BROOK, ILLINOIS

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on the 22nd day of April 2025

RESOLUTION NO. 2025-SR-FP-EX-R-2296

A RESOLUTION
APPROVING THE FINAL PLAT OF CONSOLIDATION FOR THE PROPERTY COMMONLY
KNOWN AS 328 WALNUT LANE, OAK BROOK, ILLINOIS

328 Walnut Lane,
Oak Brook, Illinois

PIN(s): 06-23-203-009

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, Ronald and Vienna Bennett (collectively the "Owner"), owner of the property commonly known as 328 Walnut Lane, Oak Brook, Illinois, has submitted a petition requesting approval of a Final Plat of Consolidation to combine the two (2) existing parcels and vacate easements that make up said property (the "Subject Property"; legally described in the attached Exhibit A) to create one lot consisting of approximately .58 acres (or 25,439 SF);

WHEREAS, at its meeting on April 2, 2025, the Village of Oak Brook Planning & Zoning Commission (the "Commission") completed its review and deliberations on the Owner's application requesting approval of a final plat to consolidate the two underlying parcels for the Subject Property into one residential lot, consisting of approximately 25,439 square-feet in total.;

WHEREAS, by a vote of 7 to 0, the Commission recommended approval of the request for a final plat of consolidation for the Subject Property; and

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

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

Section One – Recitals

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

Section Two -- Approval of Final Plat of Consolidation.

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

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

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

Section Four – Effective Date

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

Section Five - Publication

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

Section Six – Conflict Clause

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

Section Seven – Saving Clause

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

Section Eight – Recording

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

PASSED THIS 22nd day of April 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 22nd day of April 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

CURRENT LEGAL DESCRIPTION

PIN 06-23-203-009

PARCEL 1:

LOT 11 IN LAKE DORAN ESTATES, BEING A SUBDIVISION OF LOT "A" OF TIMBER TRAIL ESTATES UNIT 2, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID LAKE DORAN ESTATES, RECORDED MARCH 31, 1953 AS DOCUMENT 678192, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

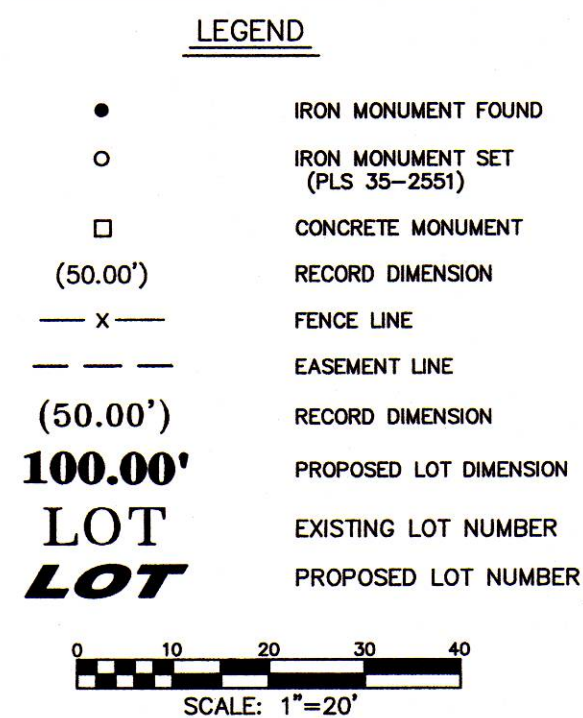
PART OF LOT 12 COMMENCING AT THE SOUTHWEST CORNER OF LOT 11 OF LAKE DORAN ESTATES FOR A PLACE OF BEGINNING, THENCE WEST, ALONG THE SOUTH LINE OF LOT 12, BEING ALSO THE NORTH LINE OF WALNUT LANE, 60 FEET; THENCE NORTH, PARALLEL TO THE WEST LINE OF LOT 11, TO THE SHORE-LINE OF LAKE DORAN; THENCE IN A MEANDERING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

EXHIBIT B

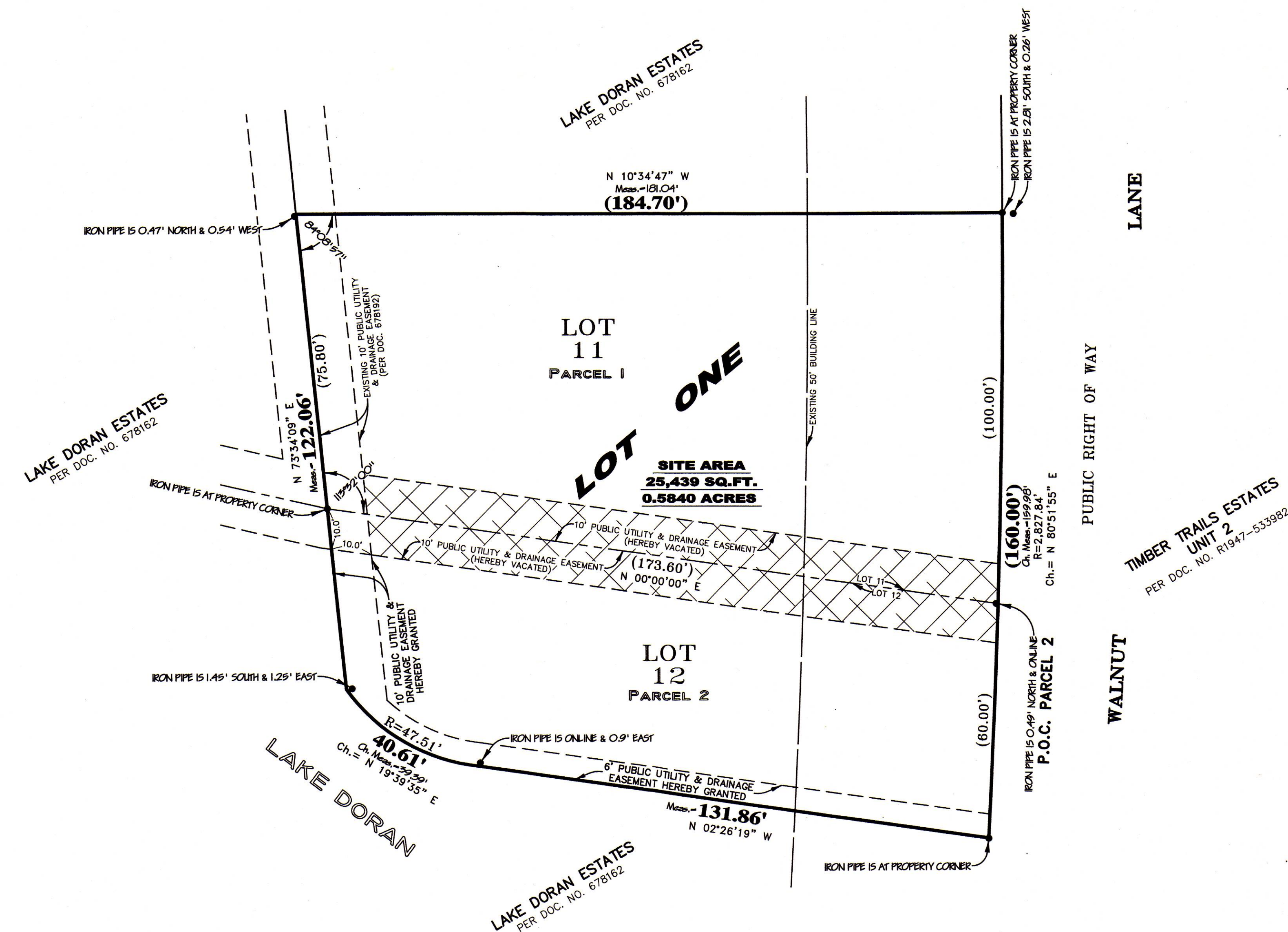
328 WALNUT LANE CONSOLIDATION

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

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



CARRADUS



VILLAGE ENGINEERS CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }

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

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

VILLAGE ENGINEER

VILLAGE CLERK CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }

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

IN WITNESS WHEREOF I HAVE HERETO SET MY HAND AND THE SEAL OF THE VILLAGE OF OAK BROOK, ILLINOIS, THIS ____ DAY OF ____ 20__

VILLAGE CLERK

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }

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

RECORDER OF DEEDS

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }

I, ALLEN D. CARRADUS, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

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

COUNTY CLERK

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }

THIS IS TO CERTIFY THAT I, ALLEN D. CARRADUS, AS OWNER OF THE PROPERTY DESCRIBED AS THE 328 WALNUT LANE CONSOLIDATION AND LEGALLY DESCRIBED ON THIS PLAT OF THE SAME NAME, HAVE DETERMINED, TO THE BEST OF MY KNOWLEDGE, THE SCHOOL DISTRICTS IN WHICH THE PROPERTY LIES:

ELEMENTARY: ____

HIGH SCHOOL: ____

DATED THIS ____ DAY OF ____ 20__

BY: OWNER DATE: ____

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS }
COUNTY OF DUPAGE }

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

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

TREASURER

SANITARY DISTRICT CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }

I, ALLEN D. CARRADUS, SECRETARY OF THE SANITARY DISTRICT, DUPAGE COUNTY, ILLINOIS, HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN CONFIRMED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

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

SECRETARY

PLANNING AND ZONING CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }

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

CHAIRMAN

COMCAST VACATION CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }

VACATION OF THAT PART OF THE EASEMENT SHOWN AND DESCRIBED HEREON APPROVED AND ACCEPTED THIS ____ DAY OF ____ A.D., ____

BY: COMCAST DATE: ____

NICOR GAS COMPANY VACATION CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }

VACATION OF THAT PART OF THE EASEMENT SHOWN AND DESCRIBED HEREON APPROVED AND ACCEPTED THIS ____ DAY OF ____ A.D., ____

BY: NICOR GAS COMPANY DATE: ____

COMMONWEALTH EDISON COMPANY VACATION CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }

VACATION OF THAT PART OF THE EASEMENT SHOWN AND DESCRIBED HEREON APPROVED AND ACCEPTED THIS ____ DAY OF ____ A.D., ____

BY: COMMONWEALTH EDISON CO. DATE: ____

ILLINOIS BELL COMPANY DBA AT&T ILLINOIS VACATION CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }

VACATION OF THAT PART OF THE EASEMENT SHOWN AND DESCRIBED HEREON APPROVED AND ACCEPTED THIS ____ DAY OF ____ A.D., ____

BY: ILLINOIS BELL CO/AT&T DATE: ____

NOTARY CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }

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

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS ____ DAY OF ____ A.D. 20__

NOTARY PUBLIC: ____

MY COMMISSION EXPIRES: ____

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

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

Date of Field Work:	01/07/25	Drawn By:	JW
Scale:	1" = 20'	Checked By:	EAC
Plat Bk Pg:	48-00	Approved:	ADC
Date:	03/11/25	Revised:	
	03/13/25	REVISE PER VILLAGE COMMENTS	
	03/25/25	REVISE PER VILLAGE COMMENTS	

Prepared For:	Law Offices of Galanopoulos & Galgan
Prepared By:	CARRADUS LAND SURVEY, INC.
	(630) 588-0416 (Fax) 653-7682 OFFICE@CARRADUSLANDSURVEY.COM

Sheet
1
of 1
Project #
41168-CON

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

MAIL TO:

ALLEN D. CARRADUS
191 S. GARY AVE. SUITE 180
CAROL STREAM, ILLINOIS 60188
(630) 588-0416
(FAX) 653-7682

PREPARED FOR:

Law Offices of Galanopoulos & Galgan
340 W. BUTTERFIELD RD. SUITE 1A
ELMHURST GROVE, IL. 60126
(630) 852-6666x7

PLAT SUBMITTED FOR RECORDING BY:

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



VILLAGE OF
OAK BROOK
Illinois

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

April 4, 2025

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

Subject: 328 Walnut Lane Consolidation - Final Plat

Dear Village President and Board of Trustees:

Background

At its meeting on April 2, 2025, the Planning & Zoning Commission completed its review and deliberations on a petition from Dean Galanopoulos, attorney for Ronald and Vienna Bennett, the owners of the properties located at 328 Walnut Lane seeking approval of a final plat to consolidate the two existing parcels into one.

The existing home is under contract with a buyer. The house crosses the parcel lines and the homeowners would like to resolve that issue prior to conveying the property. The minimum required lot area in the R-4 district is 18,000 square feet. The proposal appears to comply with the Subdivision and Zoning Ordinance regulations.

The Commission was in receipt of the Village Engineer's review and recommended approval of the proposed final plat.

Public Comment

All interested parties were notified of the public meeting. No one spoke in support of or in opposition to the request.

Planning & Zoning Commission Recommendation

By a vote of 7 to 0, the Planning & Zoning Commission recommended approval of the final plat for the 328 Walnut Lane Consolidation subject to final engineering approval.

Very truly yours,

Raju Iyer

Rajaraman Iyer
Chairman
Planning & Zoning Commission

Mr. Schiess stated the variation standards were provided in writing in the case file.

Member Cappetta asked if the HOA approved the request. She revealed she was a resident in the Wendell Woods Subdivision and that the letter provided in the case file from the HOA was dated in July of 2024. Member Cappetta observed this particular project had recently been added to the renovations and therefore was not included in the HOA letter.

Mr. Schiess indicated that renovations began in 2024, and as they progressed, additional desired improvements were made.

Motioned by Member Nimry, seconded by Vice Chairman Ziemer to recommend approval of the setback variation, subject to the following conditions:

1. The proposed development shall be constructed in substantial conformance to the site plan and conceptual building elevations as submitted.
2. Add the condition “Notwithstanding the attached exhibits, the applicant shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived.”

ROLL CALL:

Ayes: 7 – Chairman Iyer, Vice Chairman Ziemer, Members Bulin, Cappetta, DiBernardo, Nimry and Wilczak, Motion carried.
Absent: 2 - Members Hasan and Pontrelli

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

5.

B. 328 WALNUT LANE – FINAL PLAT OF CONSOLIDATION

328 WALNUT LN FP
CONSOLIDATION

Chairman Iyer announced the commencement of the public meeting for the petition.

Dean Galanopoulos, 340 W. Butterfield Road, Elmhurst, IL, attorney representing the homeowners in the sale of their house, explained that when they viewed the plat of survey, they noticed that the house was built on utility easements. It was also discovered that there were two separate parcels numbers on the property. The buyers would like this to be resolved prior to closing.

Motioned by Member Wilczak, seconded by Member Cappetta to recommend approval of the final plat of consolidation, subject to the following conditions:

1. Final engineering review and approval.
2. Recording of the document by Village Staff.

ROLL CALL:

Ayes: 7 – Chairman Iyer, Vice Chairman Ziemer, Members Bulin, Cappetta,
DiBernardo, Nimry, and Wilczak, Motion carried.
Absent: 2 - Members Hasan and Pontrelli



OAK BROOK
Illinois

ITEM 5.B

FINAL PLAT OF CONSOL
328 WALNUT LANE

INDEX

PAGE	CONTENTS
5	Staff Report dated March 13, 2025
4	Engineering Reviews of Final Plat dated March 26, March 21, March 13 & January 7, 2025
3	Resident Letter dated March 14, 2025
2	Referral Memo Village Board Agenda March 11, 2025
1	Subdivision Regulations – Plats Required Section 14-3-1 and 14-3-2

Application Materials

A	Subdivision Application
B	Surrounding Property Owners
C	Narrative
D	Certification of Surrounding Property Owners
E	Subject Property Verification
F	Fee/Receipt for Final Plat
G	Final Plat of Subdivision Current Revision dated March 25, 2025
H	Survey from 1958

VILLAGE OF OAK BROOK
Planning & Zoning Commission

STAFF REPORT

DATE: March 13, 2025

CASE NO: 2025-7-SR-FP

DESCRIPTION: Final Plat – Plat of Consolidation to combine two (2) lots into one lot

PETITIONER: Dean G. Galanopoulos
340 W Butterflied Rd., #1 A
Elmhurst, IL 60126

ADDRESS: 328 Walnut Lane

EXISTING ZONING: R-4 Single-Family Detached Residence District

ZONING/USE OF SURROUNDING PROPERTY:

North: R-4, Single-Family Detached Residence District, single-family homes with a minimum lot size of 18,000 SF.

South: Same

East: Same

West: Same

DISCUSSION:

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

The existing home is under contract with a buyer. The existing home was built over the parcel lines and the homeowners would like to resolve that issue prior to conveying the property. The minimum required lot area in the R-4 district is 18,000 square feet. The proposal appears to comply with the Subdivision and Zoning Ordinance regulations.

**STAFF REPORT – 328 WALNUT LANE CONSOLIDATION
FINAL PLAT – CONSOLIDATION
CASE NO. 2025-7-SR-FP**

STAFF COMMENTS:

- The property was annexed into the Village of Oak Brook in November, 1973.
- The 1990 Village of Oak Brook Comprehensive Plan identifies the land use for the subject property as Single-Family Residential.
- The proposal to consolidate the two (2) existing lots creates a lot totaling approximately 25,439 SF.
- The proposal complies with the minimum lot size, lot frontage, and setback requirements for the R-4 Single-Family Detached Residence District and no zoning variations are being requested. Additionally, larger lots are more desirable for open spaces.
- The rear and side property line abuts R-4, Single-Family Detached Residential District.
- The parcels are located within a special flood hazard area as identified by FEMA.
- The proposed consolidated lot will have one address, 328 Walnut Lane.
- No right-of-way (ROW) improvements are required.

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

RESPONSIBILITIES OF HEARING BODIES:

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

CONCLUSION:

Staff has reviewed the 328 Walnut Lane of Consolidation and recommends approval of the plat subject to final engineering review and approval.

If the Planning & Zoning Commission (P & Z) concurs with the staff recommendation and is of the opinion that the final plat of consolidation complies with the Village's comprehensive plan, zoning ordinance, and the subdivision regulations, I would ask that the Commission provide an affirmative recommendation to approve the Plat of Consolidation subject to the following:

- 1) Final engineering review and approval.**
- 2) Recording of the document by Village Staff.**

**STAFF REPORT – 328 WALNUT LANE CONSOLIDATION
FINAL PLAT – CONSOLIDATION
CASE NO. 2025-7-SR-FP**

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

Respectfully Submitted,

A handwritten signature in dark ink, appearing to read "Rama Raman", with a horizontal line extending from the end of the signature.

Rama Raman
Village Planner

March 26, 2025

VILLAGE OF OAK BROOK – ENGINEERING REVIEW

PROJECT	PERMIT NO.	REVIEW NO.	STATUS
328 Walnut Lane – Consolidation Plat	2025 07 SR FP	4	Approved

EZA Engineering received the following permit submittal documents on March 26, 2025:

DOCUMENT	PREPARED BY	SHEETS	DATE
328 Walnut Lane Consolidation	Carradus Land Survey	1	3-25-25

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

GENERAL COMMENTS

1. No further comment.

This consolidation plat is approved and recommended for presentation to the Planning & Zoning Commission and Board of Trustees.



March 21, 2025

VILLAGE OF OAK BROOK – ENGINEERING REVIEW

PROJECT	PERMIT NO.	REVIEW NO.	STATUS
328 Walnut Lane – Consolidation Plat	2025 07 SR FP	3	Not Approved

EZA Engineering received the following permit submittal documents on March 18, 2025:

DOCUMENT	PREPARED BY	SHEETS	DATE
328 Walnut Lane Consolidation	Carradus Land Survey	1	3-11-25
Comment Response Letter	Carradus Land Survey	1	3-12-25

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

GENERAL COMMENTS

1. The submitted plat was printed on 8.5"x11" paper. Please make sure the next submittal is printed at full size. This is essential for scaling purposes as well as legibility of text on the plat.
2. The bearing of the west property line should not be assumed. Please use accurate bearings as they relate to true north.
3. Provide an itemized comment response letter in the next submittal.



March 13, 2025

VILLAGE OF OAK BROOK – ENGINEERING REVIEW

PROJECT	PERMIT NO.	REVIEW NO.	STATUS
328 Walnut Lane – Consolidation Plat	2025 07 SR FP	2	Not Approved

EZA Engineering received the following permit submittal documents on March 12, 2025:

DOCUMENT	PREPARED BY	SHEETS	DATE
328 Walnut Lane Consolidation	Carradus Land Survey	1	3-11-25
Comment Response Letter	Carradus Land Survey	1	3-12-25

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

GENERAL COMMENTS

1. The submitted plat was printed on 8.5"x11" paper. Please make sure the next submittal is printed at full size.
2. Provide an itemized comment response letter in the next submittal.

328 WALNUT LANE CONSOLIDATION

3. Please confirm the bearing of the west property line is 00°00'00".
4. It appears the plat of easement vacation has been eliminated as the vacated easements are now shown on the consolidation plat. Please add the utility vacation certificates (previously shown on the plat of easement vacation) to the consolidation plat. Certificates to be added include Comcast, Nicor, ComEd, and AT&T.



VILLAGE OF OAK BROOK – ENGINEERING REVIEW

PROJECT	PERMIT NO.	REVIEW NO.	STATUS
328 Walnut Lane – Plat of Easement	BP 25 38	1	Not Approved

EZA Engineering received the following permit submittal documents on January 21, 2025:

DOCUMENT	PREPARED BY	SHEETS	DATE
Plat of Easement Vacation	Carradus Land Survey	1	1-7-25

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

GENERAL COMMENTS

1. License status with IDFPR for Carradus Land Survey, Inc. (184007086-0010) is indicated to be **Inoperative**. Please renew the license such that the license is changed to **Active**.

PLAT OF EASEMENT VACATION

2. Please provide the document showing a consolidation between Parcel 1 and Parcel 2 as referenced in the legal description. Our search shows that Parcel 2 (Lot 12 of the Lake Doran Estates subdivision plat (R1953-678192)) is still a part of the property commonly known as 341 Timber View Drive.
3. Revise the language in the Owner's Certificate to match the language found in Title 14-7-5 of the Village Code. The certificate includes the easement provisions for the public utility and drainage easement (PU&DE) to be granted.



VILLAGE OF
OAK BROOK
Illinois

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

March 14, 2025

Dear Resident:

The Oak Brook Planning & Zoning Commission and the Village Board will be considering a plat of consolidation.

MEETING DATE AND INFORMATION:

Planning & Zoning Commission6:30 p.m., Wednesday, April 2, 2025

Board of Trustees Meeting 7:00 p.m., Tuesday, April 22, 2025***

*** Pending P&Z

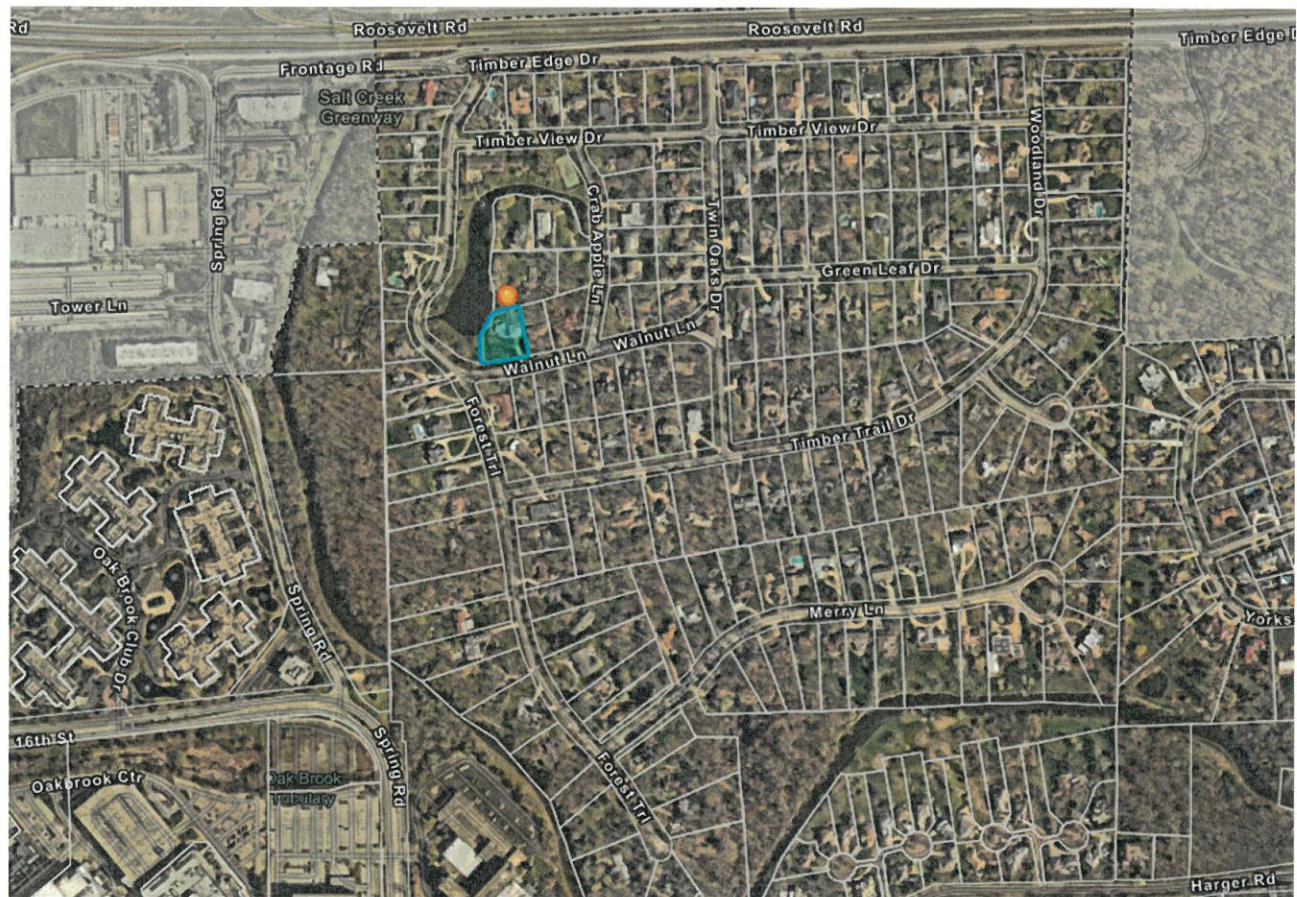
The application has been filed by:	Ronald & Vienna Bennett 328 Walnut Lane Oak Brook, IL 60523
The property in question is located at:	328 Walnut Lane Oak Brook, IL 60523
Relationship of applicant to property:	Owner

The petitioner is requesting approval of a final plat of consolidation to combine two (2) existing parcels and vacate easements to create one lot. The house crosses the parcel lines and the homeowners would like to resolve that issue prior to conveying the property.

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

Sincerely,

Rebecca Von Drasek
Development Services Director
RV/cc



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

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

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



ITEM 6.C.2.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
March 11, 2025

SUBJECT: 328 Walnut Lane - Final Plat of Consolidation

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to refer the request for the Final Plat of Consolidation to the Planning & Zoning Commission for review and recommendation.

Background/History:

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

The existing home is under contract with a buyer. The existing home was built over the parcel lines and the homeowners would like to resolve that issue prior to conveying the property. The minimum required lot area in the R-4 district is 18,000 square feet. The proposal appears to comply with the Subdivision and Zoning Ordinance regulations.

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

Recommendation:

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

Attachments:

1. Exhibits

14-3-1: PLATS REQUIRED:

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

B. Subdivisions Of Not More Than Five Lots:

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

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

14-4-2: FINAL PLAT REQUIREMENTS:

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

B. Identification And Description:

1. Proposed name of subdivision.

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

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

4. North point (indicating true north).

5. Date of preparation.

C. Delineation Of Final Plat:

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

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

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

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

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

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

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

8. Any protective covenants.

9. Statements covering easement provisions.

10. All other information required by state statutes.

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

SUBDIVISION APPLICATION

VILLAGE OF
OAK BROOK
Illinois

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

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

NOTE: SEE DOCUMENT SUBMITTAL GUIDELINES ATTACHED TO THE APPLICATION.

SUBDIVISION TITLE 328 WALNUT LANE CONSOLIDATION DATE FILED 02/19/2025

GENERAL LOCATION AND LEGAL ADDRESS OF PROPERTY TO BE SUBDIVIDED

328 WALNUT LANE, OAK BROOK, IL 60523

ARE YOU SEEKING ANY VARIATION (RELIEF) TO THE SUBDIVISION REGULATIONS? YES ☐ NO ☒
If YES, list the specific section in the Subdivision Regulations and attach a detailed explanation of the relief you are seeking:

PERMANENT PARCEL NO. 06-23-203-009
NAME OF APPLICANT (and Email Address) DEAN G. GALANOPoulos PHONE (630) 433-4643
DEAN.G.GALANOPoulos@GALLAW.COM
ADDRESS 340 W. BUTTERFIELD RD., #1A CITY ELMHURST STATE IL ZIP 60126
RELATIONSHIP of APPLICANT TO PROPERTY ATTORNEY FOR OWNER
OWNER OF RECORD RONALD & VIENNA BENNETT PHONE (630) 200-7053
ADDRESS 328 WALNUT LN CITY OAK BROOK STATE IL ZIP 60523
BENEFICIARY (IES) OF TRUST _____ PHONE _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____

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

x Ronald Bennett 2/26/25 Signature of Owner Date
x Vienna Bennett 2/26/2025 Signature of Applicant Date

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

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

Signature of Owner

Date

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

SIZING BY LAND USE CATEGORY	RESIDENTIAL PARCEL 11	COMMERCIAL	OPEN SPACE PARCEL 12	OTHER	TOTAL
NUMBER of LOTS	1		1		2
NUMBER of ACRES	0.35		0.23		0.58
NUMBER of SQUARE FEET	15,465		9,974		25,439

Names of Surrounding Property Owners

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

NAME OF PROPERTY OWNER	MAILING ADDRESS OF PROPERTY OWNER	PROPERTY ADDRESS	PERMANENT INDEX NUMBER
JOSEPH GILARDI	314 WALNUT LANE	(SAME)	06-23-203-006
PHILIP & ALICE KARP	300 WALNUT LANE	(SAME)	06-23-203-007
NANCY & WILLIAM COUGHLIN	313 WILLOWVIEW LN	(SAME)	06-23-203-010
RICHARD CALSWELL	130 CRAB APPLE LN	(SAME)	06-23-203-011

NOTICE TO APPLICANT

REFER TO OAK BROOK CODE: TITLE 14 - SUBDIVISION REGULATIONS

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

After comments and revisions have been completed by the Village Engineer at least 10 days before the Plan Commission meeting, you will be directed to submit, the following: The original Applications must be completed, signed and **accompanied with the following:** Proper fee (payable to the Village of Oak Brook), Fifteen (15) folded copies of the proposed subdivision (pursuant to the Plat Act maximum sheet size permitted is 30" x 36"), 4 copies of Plat of Survey with Legal Description, Common Address and P.I.N. noted. Include a CD of all plats and plans (or send a PDF of each, which is to be emailed to cchiarelli@oak-brook.org) Completed Subject Property Verification, Surrounding Property Owners form. If the applicant is NOT the property owner, a Letter of Standing is required with the written consent / authorization from the property owner. See **Submittal Guideline for a complete list of requirements.**

Fees and documents must be received prior to the **15th of the month** for Plan Commission review on the **third Monday of the following month.** An incomplete submittal will NOT be accepted and may be returned to the applicant. Please check all items applicable::

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

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

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

DO NOT WRITE IN THIS SPACE BELOW FOR VILLAGE USE ONLY

Date Filed	2/27/25	Fee Paid \$	750.00	Receipt No.	764502	Received By	ce
HEARING DATES: Board of Trustees (Referral) 3/4/25 Plan Commission 4/2/25 Board of Trustees 4/22/25							
SIGNED - VILLAGE CLERK						Date 3/4/2025	

B

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

SUBDIVISION APPLICATION – SUPPLEMENTAL INFORMATION

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

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

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

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

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

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

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

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

SUBJECT PROPERTY VERIFICATION**(Complete a separate form for each P.I.N.)**

1. Permanent Index Number (P.I.N. from Real Estate Tax Bill): 06-23-203-009
2. Common Address: 328 WALNUT LN, OAK BROOK, IL 60523
3. Provide the Legal Description for each lot as noted on the Plat of Survey as an attachment.
4. Provide the proposed Legal Description for each lot as an attachment.
5. Email the Current and Proposed Legal Description in a Word document to cchiarelli@oak-brook.org

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

06-23-203-009; 328 WALNUT LANE, OAK BROOK, IL 60523

DuPage County Records/Research Room At: 630-407-5401 Contact Person:

STEPHANIE

Only First name of Contact is required.

Date called:

2/25/2025

I verify that the information provided above is accurate.

DEAN G. CHLANOZIS APPLICANT

Printed Name

Signature

Date

Relationship to Applicant:

2/26/25

D

328 WALNUT LANE, OAK BROOK IL 60523

**CURRENT LEGAL DESCRIPTION
PIN 06-23-203-009**

PARCEL 1:

LOT 11 IN LAKE DORAN ESTATES, BEING A SUBDIVISION OF LOT "A" OF TIMBER TRAIL ESTATES UNIT 2, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID LAKE DORAN ESTATES, RECORDED MARCH 31, 1953 AS DOCUMENT 678192, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

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

PROPOSED LEGAL DESCRIPTION

PARCEL ONE OF THE 328 WALNUT LANE CONSOLIDATION PLAT OF LOT 11 IN LAKE DORAN ESTATES AND THAT PART OF LOT 12 IN LAKE DORAN ESTATES, COMMENCING AT THE SOUTHWEST CORNER OF LOT 11 OF LAKE DORAN ESTATES FOR A PLACE OF BEGINNING, THENCE WEST, ALONG THE SOUTH LINE OF LOT 12, BEING ALSO THE NORTH LINE OF WALNUT LANE, 60 FEET; THENCE NORTH, PARALLEL TO THE WEST LINE OF LOT 11, TO THE SHORE-LINE OF LAKE DORAN; THENCE IN A MEANDERING COURSE NORTHEASTERLY ALONG THE SHORE-LINE TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF LOT 11 EXTENDED WESTERLY; THENCE EASTERLY ALONG SAID EXTENDED NORTH LINE OF LOT 11 TO THE NORTHWEST CORNER OF SAID LOT 11; THENCE SOUTH ALONG THE WEST LINE OF LOT 11 TO THE PLACE OF BEGINNING IN LAKE DORAN ESTATES, BEING A SUBDIVISION OF LOT "A" OF TIMBER TRAILS ESTATES UNIT 2, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKE DORAN ESTATES RECORDED MARCH 31, 1953 AS DOCUMENT 678192, ACCORDING TO THE PLAT THEREOF RECORDED _____ AS DOCUMENT _____, IN DUPAGE COUNTY, ILLINOIS.

Please Deposit Check in: Zoning Account 10-4302

For:

328 Walnut - Final Plat

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

\$ 750

MISCELLANEOUS PAYMENT RECPT#: 764502
DATE: 03/04/25 TIME: 10:18:42
CLERK: jwozniak DEPT:
CUSTOMER#:

\$750

COMMENT: 328 WALNUT-FINAL PLA

REVENUE:

1	10	43020	750.00
ZONING/SUBDIV APPLICATION			
ZONING/SUBDIVISION			

CASH:

99	1105	750.00
CASH -PLD		

AMOUNT PAID: 750.00

PAID BY: GALANOPOULOS AND GAL
PAYMENT METH: CHECK
15235

REFERENCE: GALANOPOULOS

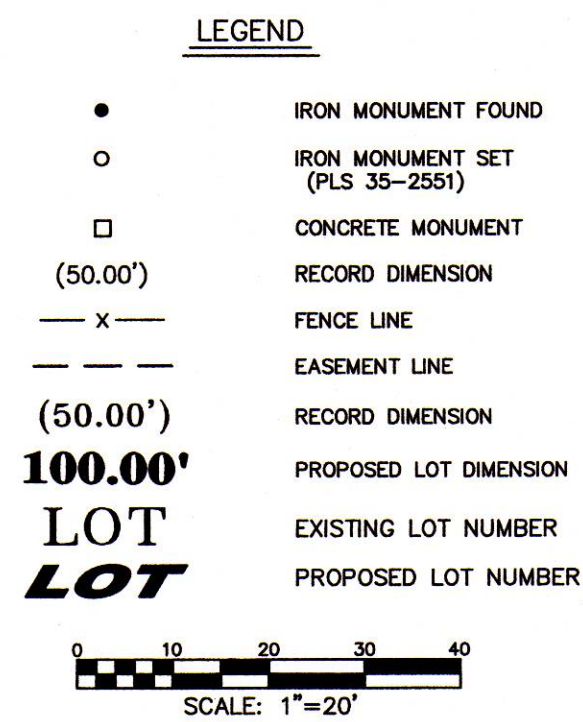
AMT TENDERED: 750.00
AMT APPLIED: 750.00
CHANGE: .00

E

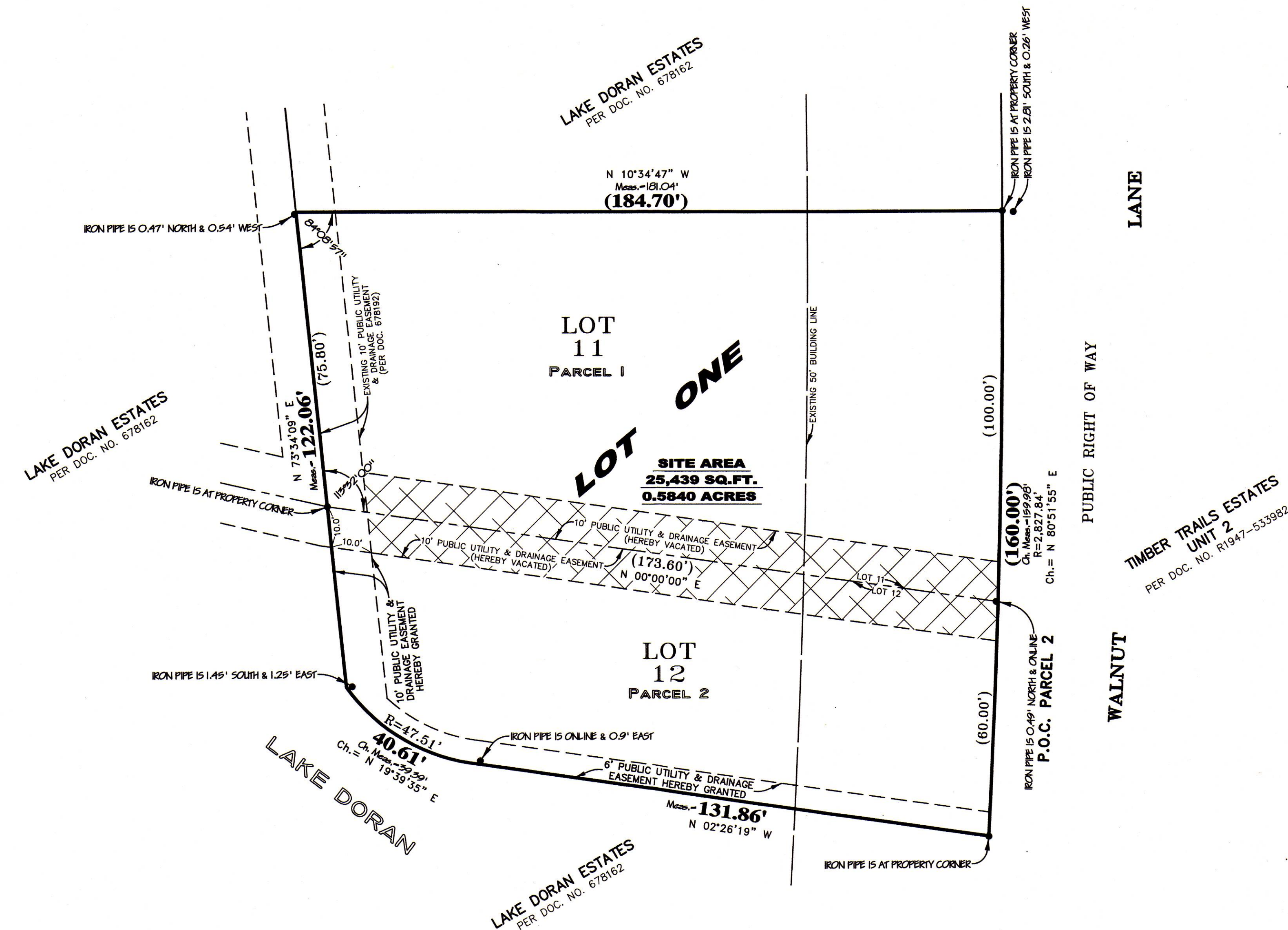
328 WALNUT LANE CONSOLIDATION

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

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



CARRADUS



VILLAGE ENGINEERS CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }

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

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

VILLAGE ENGINEER

VILLAGE CLERK CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }

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

IN WITNESS WHEREOF I HAVE HERETO SET MY HAND AND THE SEAL OF THE VILLAGE OF OAK BROOK, ILLINOIS, THIS ____ DAY OF ____ 20__

VILLAGE CLERK

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }

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

RECORDER OF DEEDS

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }

I, ALLEN D. CARRADUS, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

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

COUNTY CLERK

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }

THIS IS TO CERTIFY THAT I, ALLEN D. CARRADUS, AS OWNER OF THE PROPERTY DESCRIBED AS THE 328 WALNUT LANE CONSOLIDATION AND LEGALLY DESCRIBED ON THIS PLAT OF THE SAME NAME, HAVE DETERMINED, TO THE BEST OF MY KNOWLEDGE, THE SCHOOL DISTRICTS IN WHICH THE PROPERTY LIES:

ELEMENTARY: ____

HIGH SCHOOL: ____

DATED THIS ____ DAY OF ____ 20__

BY: OWNER DATE: ____

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS }
COUNTY OF DUPAGE }

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

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

TREASURER

SANITARY DISTRICT CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }

I, ALLEN D. CARRADUS, SECRETARY OF THE SANITARY DISTRICT, DUPAGE COUNTY, ILLINOIS, HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN CONFIRMED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

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

SECRETARY

PLANNING AND ZONING CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }

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

CHAIRMAN

COMCAST VACATION CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }

VACATION OF THAT PART OF THE EASEMENT SHOWN AND DESCRIBED HEREON APPROVED AND ACCEPTED THIS ____ DAY OF ____ A.D., ____

BY: COMCAST DATE: ____

NICOR GAS COMPANY VACATION CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }

VACATION OF THAT PART OF THE EASEMENT SHOWN AND DESCRIBED HEREON APPROVED AND ACCEPTED THIS ____ DAY OF ____ A.D., ____

BY: NICOR GAS COMPANY DATE: ____

COMMONWEALTH EDISON COMPANY VACATION CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }

VACATION OF THAT PART OF THE EASEMENT SHOWN AND DESCRIBED HEREON APPROVED AND ACCEPTED THIS ____ DAY OF ____ A.D., ____

BY: COMMONWEALTH EDISON CO. DATE: ____

ILLINOIS BELL COMPANY DBA AT&T ILLINOIS VACATION CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }

VACATION OF THAT PART OF THE EASEMENT SHOWN AND DESCRIBED HEREON APPROVED AND ACCEPTED THIS ____ DAY OF ____ A.D., ____

BY: ILLINOIS BELL CO/AT&T DATE: ____

NOTARY CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }

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

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS ____ DAY OF ____ A.D. 20__

NOTARY PUBLIC: ____

MY COMMISSION EXPIRES: ____

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

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

Date of Field Work: 01/07/25 Drawn By: JW

Scale: 1" = 20' EAC

Plat Bk Pg: 48-00 Approved: ADC

Date: 03/11/25 Revision: 03/13/25

03/25/25 REVISE PER VILLAGE COMMENTS

03/25/25 REVISE PER VILLAGE COMMENTS

PLAT OF CONSOLIDATION

328 WALNUT LANE, OAK BROOK, DU PAGE COUNTY, ILLINOIS

Prepared For: Law Offices of Galanopoulos & Galgan

Prepared By: CARRADUS LAND SURVEY, INC.

601 S. Gary Avenue, Suite 60188, Oak Brook, IL 60188

(630) 588-0416 (Fax) 653-7682 OFFICE@CARRADUSLANDSURVEY.COM

Sheet 1

of 1

Project #

41168-CON

OWNER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }

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

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

ALL EASEMENTS INDICATED AS PUBLIC UTILITY EASEMENTS ON THIS PLAT ARE RESERVED FOR AND GRANTED TO THE VILLAGE OF OAK BROOK AND TO THOSE PUBLIC AND PRIVATE UTILITY COMPANIES OPERATING WITHIN THE VILLAGE INCLUDING, BUT NOT LIMITED TO, AMERITECH, COMMONWEALTH EDISON COMPANY, NORTHERN ILLINOIS GAS COMPANY, HINSDALE SANITARY DISTRICT, AND THEIR SUCCESSORS AND ASSIGNS FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, CONSTRUCT, RECONSTRUCT, INSPECT, REPLACE, ALTER, ENLARGE, REMOVE, REPAIR, CLEAN, OPERATE AND MAINTAIN VARIOUS UTILITY, TRANSMISSION, DISTRIBUTION, COLLECTION AND DRAINAGE SYSTEMS TOGETHER WITH ANY AND ALL NECESSARY BUFFALO BOXES, CONNECTIONS, HYDRANTS, MANHOLES, CATCH BASINS, PIPES, SANITARY OR STORM SEWERS, SWALES, WATER MAINS, CABLES, WIRES, CONDUITS, TRANSFORMERS, PEDESTALS, AND WITHOUT LIMITATION SUCH OTHER APPURTENANCES OR DEVICES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE OR UTILITY COMPANY UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENTS, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY WORKERS AND EQUIPMENT TO DO ANY OF THE ABOVE WORK AND THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS OR STRUCTURES SHALL BE PLACED ON SAID EASEMENTS, EXCEPT AS REFERENCED ABOVE, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. WHENEVER THE VILLAGE OR AFFECTED UTILITY COMPANY DETERMINES THAT ANY TREE, SHRUB, VEGETATION, OR OTHER STRUCTURES OR OBJECTS (HEREIN COLLECTIVELY KNOWN AS "OBSTRUCTIONS") ON SAID EASEMENTS INTERFERE WITH THE AFORESAID USES OR RIGHTS, THE VILLAGE OR UTILITY COMPANY HAS THE RIGHT, BUT NOT THE OBLIGATION, TO REMOVE THE OBSTRUCTION AT THE PROPERTY OWNER'S EXPENSE. THE VILLAGE OR AFFECTED UTILITY COMPANY WILL APPLY GRASS SEED WHERE THE OBSTRUCTION HAS BEEN REMOVED, BUT IS NOT REQUIRED TO REPLACE OR REPAIR ANY OBSTRUCTION. ALL INSTALLATIONS ARE SUBJECT TO THE ORDINANCES OF THE VILLAGE OF OAK BROOK.

ADDRESS: 328 WALNUT LANE

DATED THIS ____ DAY OF ____ 20__

BY: OWNER DATE: ____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }

THIS IS TO CERTIFY THAT I, ALLEN D. CARRADUS, REGISTERED ILLINOIS LAND SURVEYOR NO. 35-2551, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

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

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

AS SHOWN BY THE ANNEXED PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

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

I FURTHER CERTIFY THAT THE LAND IS WITHIN THE VILLAGE OF OAK BROOK (OR WITHIN 1-1/2 MILES OF THE CORPORATE LIMITS OF THE VILLAGE OF OAK BROOK) WHICH HAS ADOPTED A VILLAGE COMPREHENSIVE PLAN AND MAP AND IS EXERCISING THE POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED.

I FURTHER CERTIFY THAT A PART OF THE LANDS SHOWN ON THIS PLAT ARE LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, PANEL NO. 1704300177J, EFFECTIVE DATE OF AUGUST 1, 2019, ZONE X, AE.

DATED AT CAROL STREAM, ILLINOIS, THIS ____ DAY OF ____ A.D. 2022

Allen D. Carradus
ALLEN D. CARRADUS
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-2551
MY LICENSE EXPIRES NOVEMBER 30, 2026



ITEM 9.A.2.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
April 22, 2025

SUBJECT: Renewal Agreement between the Village of Oak Brook and York Center Fire Protection District for shared fire prevention services

FROM: Kevin Fleege, Fire Chief

BUDGET SOURCE/BUDGET IMPACT: Fire Prevention and Public Education, Contract Services
741-76700

RECOMMENDED MOTION: I move to approve RESOLUTION R-2297, a Resolution Approving and Authorizing the Execution of a Renewal Agreement By and Between the Village of Oak Brook and the York Center Fire Protection District for shared fire prevention services.

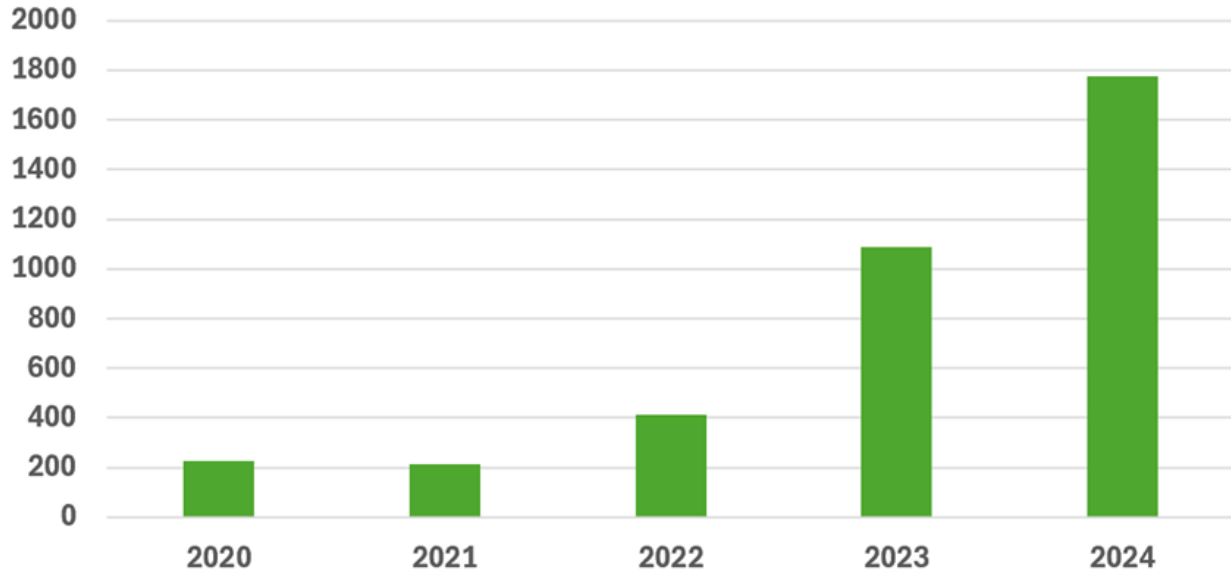
Background/History:

In July 2022, the Village of Oak Brook Fire department entered into a shared services agreement between the Village of Oak Brook and the York Center Fire Protection District for shared fire inspection services. This agreement for shared inspection services was a creative solution to the inability of an internal, 7G2, part-time staff to be able to keep pace with the necessary inspection services including, but not limited to, annual fire inspections, follow-up inspections, meetings related to developments within the community, follow-ups to fire alarm issues, permit-based inspections, plan reviews, etc., all while remaining within the same part-time budgeted funds.

This shared services agreement was unique for our area at the time and remains so today. As part of this agreement, Oak Brook benefits from an 80/20 split of a shared, full-time civilian fire marshal (employed by York Center) as well as a part-time staff of inspectors.

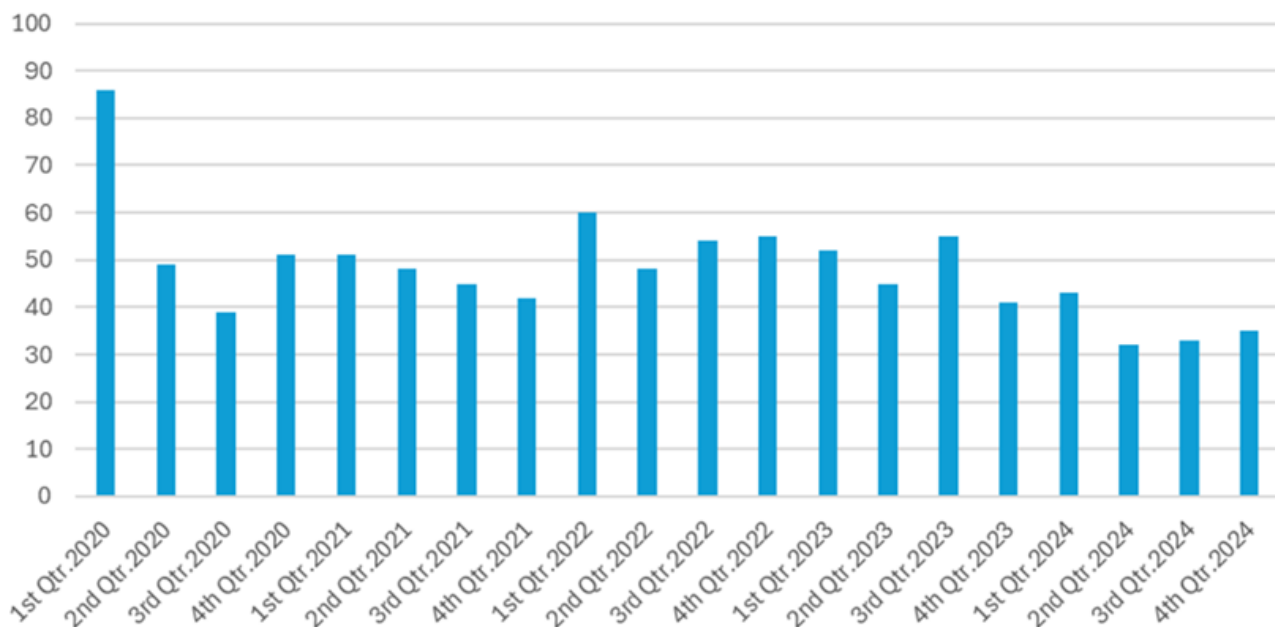
Over the course of this original agreement, this staffing arrangement has proven successful and the productivity of the fire prevention bureau has increased significantly as compared to pre-2022. As an example, in 2020, the fire prevention bureau, using our part-time hire back staff, completed just 227 annual fire inspections, follow-up inspections, field meetings, and alarm follow-ups combined. In 2024, the shared service agreement allowed for 1,774 combined inspections to be completed; a 781.5% increase.

Total Inspections - Year by Year Comparison

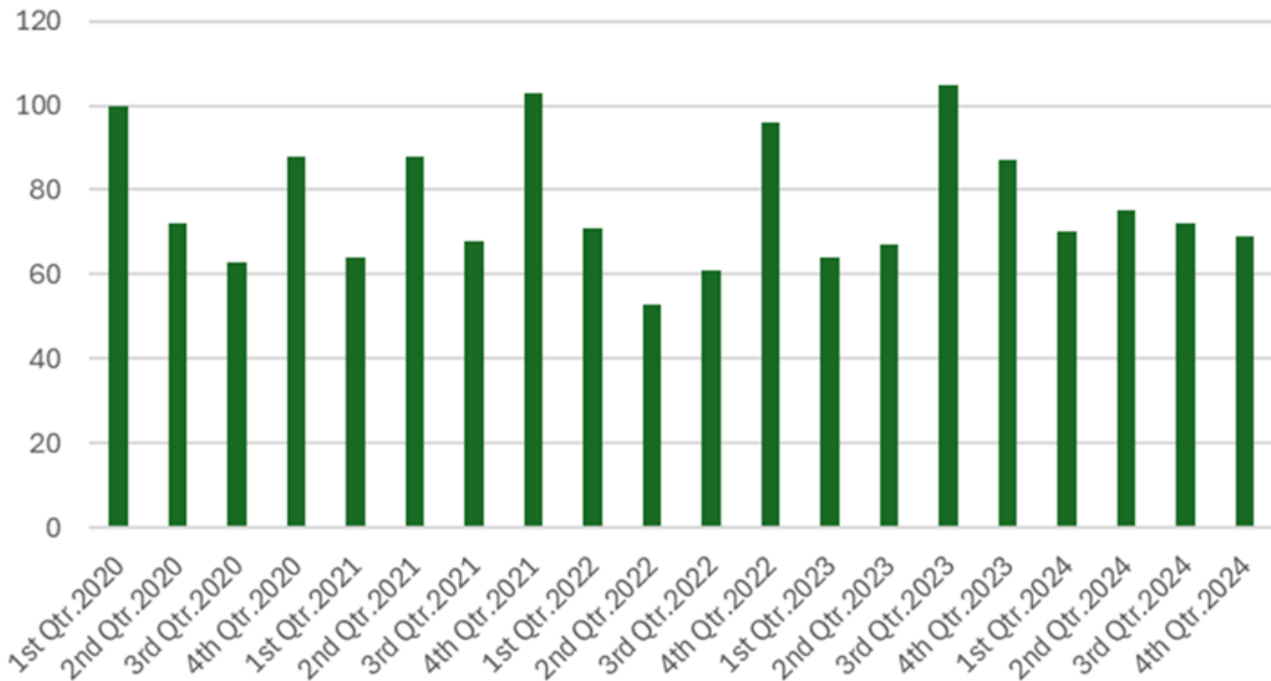


In addition to the aforementioned inspections, all plan review and permit-based inspections generate revenue to the Village. Over the term of the current agreement, the Fire Prevention Bureau averaged billable revenue of \$133,169 for permit-related functions.

Plan Reviews Completed



Permit Based Inspections



Lastly, the terms of the new three-year agreement remain the same as the original agreement with the two exceptions: 1) the new term; and 2) salary increases. As noted below, the salary increases proposed in the agreement continue to fall in line within the practices of the Village and range from 3.5 – 4%. In year one, the cost of the shared fire marshal will be \$120,152.41, with part-time fire inspections not to exceed \$45,409.14, all within the approved FY2025 Village Budget.



Shared Fire Prevention Bureau - Oak Brook & York Center



Cost Breakdown	Annual Cost	Per Pay Period	Oak Brook	York Center
Salary	\$93,617.86	\$3,600.69	\$2,880.55	\$720.14
Health Insurance* (minus employee contribution 10%)	\$41,099.19	\$1,580.74	\$1,264.59	\$316.15
Workers' Comp	\$2,345.00	\$90.19	\$72.15	\$18.04
Life Insurance	\$345.00	\$13.27	\$10.62	\$2.65
HSA	\$5,500.00	\$211.54	\$169.23	\$42.31
Unemployment Taxes	\$121.70	\$4.68	\$3.74	\$0.94
FICA *(7.65%)	\$7,161.77	\$275.45	\$220.36	\$55.09
Total:	\$150,190.52	\$5,776.56	\$4,621.24	\$1,155.32

80/20 Split	
Oak Brook	32 hours a week / 64 bi-weekly
York Center	8 hours a week / 16 bi-weekly

2025/2026	3.5% increase	\$93,617.86
2026/2027	4.0% increase	\$97,362.57
2027/2028	3.5% increase	\$100,770.26

Annual Cost	Annual Cost
\$120,152.41	\$30,038.10



Shared Fire Prevention Bureau - Oak Brook & York Center



Cost Breakdown	Hourly Rate	Per Pay Period	Oak Brook	York Center
Salary (hourly rate)	\$31.05			
Workers' Comp	\$1.71			
Unemployment Taxes	\$0.85			
FICA *(7.65%)	\$2.44			
Total:	\$36.05	\$0.00	\$0.00	\$0.00
			Annual Cost	Annual Cost

2025/2026	3.5% increase \$31.05 / hour
2026/2027	3.5% increase \$32.14 / hour
2027/2028	3.5% increase \$33.26 / hour

Recommendation:

Staff recommends the approval of Resolution R-2297 a resolution approving and authorizing the execution of a renewal agreement between the Village of Oak Brook and the York Center Fire Protection District for shared fire prevention services.

Attachments:

1. Shared FPB Agreement OB and YC 7-2025
2. Res_Approve_IGANUMBER 2025- FD-AID-IGA-R-2297

**SHARED FIRE PREVENTION BUREAU SERVICES AGREEMENT
BETWEEN THE VILLAGE OF OAK BROOK
AND THE YORK CENTER FIRE PROTECTION DISTRICT**

This SHARED FIRE PREVENTION BUREAU SERVICES AGREEMENT ("Agreement") is entered into as of the 1st day of July 2025, by and between the York Center Fire Protection District ("YCFPD") and the Village of Oak Brook ("Village").

WITNESSTH:

WHEREAS, the Village of Oak Brook, DuPage County, Illinois, is an Illinois municipal corporation duly organized and existing under the statutes of the State of Illinois; and

WHEREAS, the York Center Fire Protection District, DuPage County, Illinois, is a Fire Protection District duly organized and existing under the statutes of the State of Illinois; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution authorizes units of local government "to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance"; and

WHEREAS, 5 ILCS 220/3 entitled the "Intergovernmental Cooperation Act" ("IGA"), provides that any power or powers, privilege or authority exercised, or which may be exercised by a public agency may be exercised, transferred, combined, and enjoyed jointly with any other public agency; and

WHEREAS, Village and YCFPD are both units of local government and public agencies as defined by the Illinois Constitution and statute; and

WHEREAS, both Village and YCFPD have express power to adopt and enforce fire prevention codes and standards within their respective jurisdictions; and

WHEREAS, the Village and YCFPD have required that all premises within their respective jurisdictions adhere to certain building, fire prevention, and life safety codes, including, but not limited to, the adopted ICC, NFPA and local fire codes amendments; and

WHEREAS, the Village would desire the assistance of a neighboring fire department to provide routine fire and life safety reviews and inspections upon properties within the Village to determine compliance with Village fire prevention codes; and

WHEREAS, the YCFPD, which currently provides fire prevention services to its own jurisdiction, is willing and capable to provide professional fire prevention, inspection and fire code enforcement services to the Village on terms amenable to both parties; and

WHEREAS, the YCFPD is familiar with the applicable fire prevention and life safety codes enforced by the Village, including, but not limited to, the 2018 International Fire Code, as adopted with amendments; and

WHEREAS, the Parties to this Agreement understand and agree that it is in the best interests of the Village and YCFPD and their respective residents and businesses that the Village and YCFPD work together to establish a routine fire inspection and enforcement program to enforce the Village's fire prevention and life safety codes under the terms set forth in this Agreement.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual agreements and covenants herein set forth, it is agreed as follow:

Article 1: TERM AND RENEWAL

1.1 Term. The initial term of this Agreement shall commence beginning on July 1, 2025 and continue through June 30, 2028. The Agreement may be renewed by the Parties thereafter and is subject to termination pursuant to Article 5 of this Agreement.

Article 2: PROVISION OF SHARED SERVICES

2.1 Services. The Parties agree that the Village will contract certain fire prevention bureau services from YCFPD as defined within this Agreement (the "Services").

2.1.1 Fire Marshal. The YCFPD Fire Prevention Services Division Fire Marshal (the "Fire Marshal") will also act as the Fire Prevention Services Division Fire Marshal for the Village.

2.1.2 Scope of Duties. The duties and responsibilities for the Fire Marshal shall be set forth in the Scope of Services attached hereto as **EXHIBIT "A"** and incorporated herein by reference. The Fire Marshal shall be authorized to assign tasks and functions within the scope of his duties to qualified part-time staffers. The Scope of Services for the Fire Marshal may be amended as appropriate and necessary only with the concurrence of both Parties to this Agreement.

2.1.3 Division of Work Hours for Fire Marshal. The parties anticipate that the Fire Marshal will divide his time each week as follows:

32 hours per week to Village and 8 hours per week to YCFPD. (80/20 Split)

The Parties agree that the hours may be divided differently from time to time to meet exigent circumstances, but that the Fire Marshal will make every effort to adhere to this (80/20) split in his time. The Fire Marshal would attend board meetings and split his working hours at the physical location of each Party's fire stations.

2.1.4 Rules and Regulations. The Fire Marshal will apply the YCFPD rules, regulations, and codes while performing work for both jurisdictions except for specific rules, regulations and codes that are unique to the Village of Oak Brook's Fire Department.

2.1.5 Part-Time Bureau Employees. The YCFPD may employ part-time personnel to assist the Fire Marshal in accomplishing the tasks required of the Fire Prevention Bureau. It is agreed that any Village employees who are hired by the YCFPD to perform Fire

Bureau tasks shall operate under the supervision of the Fire Marshal as YCFPD employees while working in this capacity.

Article 3: COMPENSATION AND BENEFITS

3.1 Fire Marshal Employment Status. The Fire Marshal shall remain an employee of YCFPD for the duration of this Agreement. It is understood that the Fire Marshal is not a Village employee, but rather a YCFPD employee contracted to provide services to the Village.

3.2 Salary, Benefit, Vacation, Sick Leave, Holidays. The YCFPD shall be responsible for setting and paying the salary and benefits of the Fire Marshal. The Village shall allow for accommodation for the Fire Marshal to use his vacation, sick leave, and holidays as permitted under his employment arrangement with YCFPD. In the event of a long-term absence of the Fire Marshal (more than thirty (30) days), both Parties agree to determine alternatives for providing the Services, which may include a temporary suspension of this Agreement.

3.3 Consideration. The Village shall pay YCFPD the monthly sum of (see **Exhibit "B"**), payable in monthly installments due on the first Friday of every month commencing on July 1, 2025, and continue through June 30, 2028 of services as described in this Agreement. The Parties agree that this sum is subject to change in the second and third years of Services under this Agreement. In addition, the Village shall also pay the YCFPD the sum of (see **Exhibit "C"**), for all services performed by YCFPD part-time fire prevention bureau employees referenced in Section 2.1.5.

3.4 Vehicle. Each Party to this Agreement shall provide the Fire Marshal a vehicle for his use during working hours for the Party. YCFPD and Village shall each maintain adequate maintenance, fuel, and liability insurance, on the vehicle that the Fire Marshal will be utilizing.

3.5 Contract Services. YCFPD retains the right to contract for similar services with other local fire services agencies. In the event that YCPD agrees to provide similar services to any other fire

agency, it agrees to review the matter with the Village and consider amending this Agreement to adjust the terms as necessary as agreed by both Parties.

Article 4: INDEMNIFICATION

4.1 Indemnification. Each Party agrees to defend, indemnify, and save the other Party harmless from any and all claims arising out of said Party's employee's negligent acts, errors, omissions or willful misconduct while performing pursuant to this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fee, or claims for injury or damages are caused by or result from negligent or intentional acts or omissions of said Party, employee, or agency. Each Party hereby agrees to defend itself from any claim, action or proceeding arising out of the concurrent acts or omissions of their employees. In such cases, each Party agrees to retain their own legal counsel, bear their own defense cost, and waive their right to seek reimbursement of such cost.

4.2 Liability. Nothing in the performance of this Agreement shall impose any liability for claims against any third party other than claims for which liability may be imposed by the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1- 101 *et seq.* Each Party to this Agreement shall be solely responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the Services by the other party. The Parties do not intend for any third party to obtain any rights by virtue of this Agreement.

Article 5: TERMINATION

5.1 Unilateral Termination. Any party to this Agreement may unilaterally terminate the Agreement by providing at least ninety (90) days advance written notice to the other Party prior to the expiration of the initial three-year term.

5.2 Termination Based on Mutual Agreement. This Agreement may be terminated at any time with the mutual agreement of both Parties subject to mutually agreeable terms and conditions.

5.3 Termination for Cause. In the event any Party breaches a material provision of this Agreement, the non-breaching Party shall give the other Party written notice of such breach. In the event the breach is not remedied within thirty (30) days of receipt of the written notice, the Agreement may be terminated unless the timelines are extended by mutual agreement.

5.4 Result of Termination. Upon termination of this Agreement, unless otherwise agreed to by the Parties, the current monthly payment under the Agreement shall be prorated and any amount still owed to YCFPD shall be paid prior to the effective date of termination of the Agreement. In the event the Village has overpaid, YCFPD shall reimburse Oak Brook a prorated refund prior to the effective date of termination of Agreement.

Article 6: INSURANCE COVERAGE

6.1 In General. Each Party to this Agreement shall maintain for the duration of this Agreement and any extensions thereof, at the Party's sole expense, insurance that includes "Occurrence" coverage and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the other Party, which generally requires that the companies be assigned a Best's Rating of A-1 or higher with a Best's financial size category of Class XII or higher, in the following types and amounts:

6.1.1 Commercial General Liability in a broad form, to include but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed operations, Personal Injury and Contractual Liability; limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

6.1.2 Auto Liability to include but not limited to, Bodily Injury and Property Damage, including owned vehicles, hired and non-owned vehicles and employee non-ownership;

limits of liability not less than \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability;

6.1.3 Workers' Compensation Insurance to cover the Party's own employees and meet statutory limits in compliance with applicable state and federal laws;

6.1.4 Errors and Omissions Insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 aggregate; and

6.1.5 Umbrella Insurance in an amount not less than \$1,000,000.

6.2 Scope of Work Comp Coverage. With respect to Workers Compensation coverage, YCFPD will provide Workers Compensation coverage for the Fire Marshal for any injuries sustained in the normal course and scope of the scope of the Fire Marshal's performance of Services under this Agreement. It is further agreed that Village shall provide workers' compensation coverage for its own employees who may assist the Fire Marshal in providing the Scope of Services in this Agreement.

6.3 Proof of insurance coverages shall be provided upon request of the other Party. No changes in insurance affecting the requirements above may be made without the written approval of all parties.

Article 7: DISPUTE RESOLUTION

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or breach thereof, the Parties agree to use their best efforts to settle the dispute, claim, question, or disagreement. To this effort, they shall consult and negotiate with each other in good faith and recognizing their mutual interest, attempt to reach just and equitable solution satisfactory to all parties. If they do not reach a solution within a period of thirty (30) days, any party may terminate this Agreement as providing for in Article 5 of this Agreement.

Article 8: MISCELLANEOUS

8.1 Force Majeure. Neither party shall be liable if the performance of any part or all this contract is prevented, delayed, hindered, or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, illness, death, or any other casualty or cause beyond either the control of either Party, and which cannot be overcome by reasonable diligence and without unusual expense.

8.2 Not Assignable. This Agreement and the rights and duties hereunder may not be assigned by any Party hereto without obtaining the prior written consent of the other, and the Parties expressly agree that any attempt to assign the rights of any Party hereunder without such consent shall be null and void.

8.3 Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. The article and paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the articles and paragraphs or be considered in their interpretation. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

8.4 Entire Agreement. This Agreement shall constitute the full and complete Agreement between the Parties hereto. This Agreement supersedes all prior negotiations, representations, or agreements, if any.

8.5 Amendments. This Agreement may be only be modified in subsequent writing approved and executed by both Parties.

8.6 Invalidity of Provisions of this Agreement. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions shall not be affected.

8.7 No Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressed.

8.8 Notices. All notices required or permitted by this Agreement shall be in writing and shall either be hand delivered, sent by certified U.S. mail to the address set forth on the signature page hereof. A notice shall be effective either when personally delivered, or upon the earlier of the date set forth on the receipt of certified mail, postage prepaid to the following addresses:

TO THE VILLAGE:

Village of Oak Brook
Attn: Village Fire Marshal
1200 Oak Brook Road
Oak Brook, IL 60523

TO THE YCFPD:

York Center Fire Protection District
Attn: Fire Chief
1517 S. Meyers Road
Lombard, IL 60148

8.9 Authorized Signatures. Each party represents and warrants that the signatories to this agreement are legally authorized to sign and enter into this Agreement on behalf of the parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year written below.

VILLAGE OF OAK BROOK

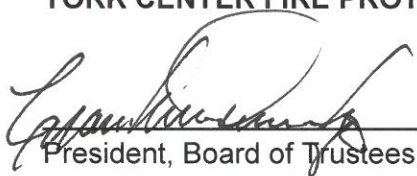
Village President

ATTEST:

Village Clerk

Date: _____, 2024

YORK CENTER FIRE PROTECTION DISTRICT



President, Board of Trustees

ATTEST:



Secretary, Board of Trustees

Date: Aug 14, 2024



Board of Trustees

Frank Vosicky, *President*
Jim Williams, *Secretary*
Thomas Otake, *Treasurer*
Ric Hildreth, *Trustee*
Al Sarno, *Trustee*

Administration

Richard Sanborn Jr., *Fire Chief*
Bret A. Mowery, *Deputy Chief*
Kelly Wojan, *Admin Assistant*

YORK CENTER FIRE PROTECTION DISTRICT

"Exhibit A"

Fire Marshal / Director of Fire Prevention Bureau Position

The fire marshal is considered an integral position in the Fire Prevention Bureau. As such, a high level of professionalism and a desire to protect the public from the life-threatening effects of fire and other emergent conditions is required of the person who assumes the responsibilities of this position.

RESPONSIBILITIES

- Conduct life safety inspection and re-inspections of all existing occupancies within the Fire District borders.
- Conduct inspections in new construction for life safety features and fire protection systems.
- Participates in team style field inspections with Village and County building officials.
- Participates in site plan review and pre-construction meetings with City and County officials.
- Performs plan reviews on construction documents pertaining to life safety and fire protection.
- Supervises subordinate fire inspectors and delegates fire prevention tasks and inspections.
- Conducts fire investigations as assigned by the Chief or Deputy Fire Chief.

REQUIRED CREDENTIALS AND EXPERIENCE

- An Associate degree or sixty (60) hours from an accredited college or equivalent level of education.
- Illinois certified Fire Prevention Officer.
- Possesses knowledge of fire prevention methods and inspection techniques.
- Possesses knowledge of building construction, building materials sources, and types of fire hazards and fire protection systems.
- Possesses the ability to read, write, and speak and understand the English language.
- Possesses a valid State of Illinois driver's license.

DESIRED CREDENTIALS AND EXPERIENCE

- Experience with Image Trend RMS Occupancy and Inspection Modules.
- OSFM School Inspector.
- Member in good standing with ICC, NFPA, IFIA, and IAAL.

WAGE and BENEFITS

- Salary \$93,617.86 depending on qualifications and experience.
- 40-hour work week, 8 hours/day, Monday through Friday with some flexibility.
- Health, Dental, Vision, and Life Insurance.
- Vacation, Holidays, Personal Time, and Sick Leave
- Certification Incentives and Tuition Reimbursement
- Assigned vehicle while on duty.

1517 S. Meyers Road
Lombard, Illinois 60148
630.627.1940
630.627.0479 fax
www.yorkcenterfire.org

SERVING TO PROTECT LIVES AND PROPERTY...THROUGH PRIDE AND DEDICATION



Shared Fire Prevention Bureau - Oak Brook & York Center



Cost Breakdown		Annual Cost	Per Pay Period	Oak Brook	York Center
Salary		\$93,617.86	\$3,600.69	\$2,880.55	\$720.14
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FICA *(7.65%)		\$7,161.77	\$275.45	\$220.36	\$55.09
Total:		\$150,190.52	\$5,776.56	\$4,621.24	\$1,155.32

Annual Cost	Annual Cost
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80/20 Split
Oak Brook 32 hours a week / 64 bi-weekly
York Center 8 hours a week / 16 bi-weekly

2025/2026	3.5% increase	\$93,617.86
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2027/2028	3.5% increase	\$100,770.26



Shared Fire Prevention Bureau - Oak Brook & York Center



Cost Breakdown		Hourly Rate	Per Pay Period	Oak Brook	York Center
Salary (hourly rate)		\$31.05			
Workers' Comp		\$1.71			
Unemployment Taxes		\$0.85			
FICA *(7.65%)		\$2.44			
Total:		\$36.05	\$0.00	\$0.00	\$0.00

Annual Cost Annual Cost

2025/2026	3.5% increase	\$31.05 / hour
2026/2027	3.5% increase	\$32.14 / hour
2027/2028	3.5% increase	\$33.26 / hour

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2025-FD-AID-IGA-R-2297

A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION OF A
RENEWAL AGREEMENT BY AND BETWEEN THE VILLAGE
OF OAK BROOK AND YORK CENTER FIRE PROTECTION
DISTRICT

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 22nd day of April 2025

A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION OF A RENEWAL AGREEMENT BY AND
BETWEEN THE VILLAGE OF OAK BROOK AND YORK CENTER FIRE PROTECTION
DISTRICT

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 York Center Fire Protection District (hereinafter referred to as the "Fire District") is a duly organized Fire Protection District created pursuant to Illinois Statute having certain powers and functions;

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government, including municipalities, to contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance;

WHEREAS, the Intergovernmental Corporation Act (5 ILCS 220/1 et seq.) authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings;

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., 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, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract;

WHEREAS, the parties hereto are units of local government as defined by the Constitution of the State of Illinois, 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act;

WHEREAS, the Village historically has conducted annual fire inspections of all commercial, retail, and multi-occupancy residential settings within the Village of Oak Brook, utilizing on shift personnel, however, primarily due to overtime demands, fewer shift personnel have been available to assist with the fire inspection program;

WHEREAS, the Village desired to further its fire inspection program along with several other public safety measures and as result of which has recently implemented a business registry to assist in obtaining certain public safety information and data to support the proposed public safety measures which include but are not limited to the ability to conduct fire inspections;

WHEREAS, on July 12th, 2022 the Village adopted Resolution No. 2022-FD-AID-IGA-R-2029, which approved an Intergovernmental Agreement with the Fire District for the shared services described herein, which is set to expire and now in need of renewal;

WHEREAS, the parties hereto are of the opinion that it is in the best interests of all parties to enter into a new three-year agreement to allow for the shared services and costs of a fire inspection program;

WHEREAS, the parties hereto desire to enter into an agreement to outline and define the responsibilities of the respective parties; and

WHEREAS, the Corporate Authorities of the Village of Oak Brook have determined that it is in the best interests of the public safety and welfare of the residents of the Village of Oak Brook to enter into a Shared Services Agreement with the York Fire Protection District for the purposes set forth herein.

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

Section One - Recitals

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

Section Two -Approval of Shared Services Agreement

The Village hereby approves the renewal of the Shared Services Agreement (hereinafter referred to as the "Agreement") substantially in the form attached hereto and made a part hereof as Exhibit A.

Section Three - Authorization and Direction

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six - 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 22nd day of April 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 22nd day of April 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Agreement]



ITEM 9.A.3.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
April 22, 2025

SUBJECT: Resolution authorizing the purchase of one (1) Zoll X Series Advanced Cardiac Monitor/Defibrillator

FROM: Kevin Fleege, Fire Chief

BUDGET SOURCE/BUDGET IMPACT: Emergency Medical Services, Equipment Replacement
731-90200

RECOMMENDED MOTION: I move to approve Resolution R-2298, a resolution approving the waiver of competitive bidding and authorizing the purchase of a cardiac monitor/defibrillator, directing staff to issue a purchase order to Zoll Medical Corporation, Chelmsford, MA, for the purchase of one (1) Zoll X Series Advanced Cardiac Monitor/Defibrillator and accessories for net amount after trade-in of \$48,691.84.

Background/History:

Cardiac monitoring, electrocardiogram (ECG) interpretation, and the ability to quickly deliver a therapeutic dose of electrical current (defibrillation) to a life-threatening cardiac dysrhythmia is a fundamental Advanced Life Support (ALS) skill that is frequently used in the pre-hospital setting by paramedics. Effective cardiac monitoring of a potential cardiac patient's heart rhythm, the ability to detect changes that could be life-threatening, and the capability of providing early defibrillation are of the utmost importance toward a favorable outcome of a sudden cardiac-related illness, heart attack or cardiac arrest.

Our paramedics are taught how to interpret and properly treat a wide variety of cardiac rhythms in an attempt to stabilize the patient prior to being transported to the hospital. Providing that level of care requires the use of very specialized equipment, such as our technically advanced monitor/defibrillators. Zoll cardiac monitors/defibrillators are currently owned and operated by the department. They have been previously evaluated and compared against other manufactured models and brands, and are continuously determined to be a favored device providing extremely reliable, dependable and effective service with state-of-the-art functionality for not only Oak Brook, but also surrounding fire departments and hospitals. In our ability to provide the highest level of care, it is critical that we maintain similarity and functionality of our specialized equipment, thereby guaranteeing our personnel will be

knowledgeable and comfortable when operating on the scene of an emergency.

In addition to monitoring and defibrillation, the devices are also capable of transcutaneous pacing, measuring oxygen saturation (SpO2), carbon monoxide saturation (SpCO), end-tidal carbon monoxide (ETCO2), 12-Lead ECG, real BVM, temperature, and automatic blood pressure monitoring.

In 2022, the fire department did an extensive study into our cardiac monitor replacement plan and recommended, at the December 13, 2022 meeting, changing from a five-year replacement cycle to a seven-year replacement cycle. This new cycle demonstrates the best practices within the industry and maximizes the lifespan of the unit while it is still supported by the manufacturer for parts and repair. Based on the seven-year replacement cycle implemented in 2022, our cardiac monitor purchased in 2018 has reached its useful lifespan. As part of our ongoing commitment to the capital equipment improvement program, in conjunction with the recommendation of the product's manufacturer, advancements in the level of prescribed treatment and improvements in today's software and hardware components, it has become necessary for the replacement of the existing unit.

Staff is seeking to waive the formal bidding process as the Village of Oak Brook is a member of NPPGov (Member ID: M-5701111). NPPGov has already conducted the process with Zoll Medical Corporation, Contract #PS20200. Contract pricing is due to increase on June 1, 2025.

Recommendation:

Staff recommends approval of Resolution R-2298 authorizing the purchase of one (1) Zoll X Series Advanced Cardiac Monitor/Defibrillator with delivery expected within sixty days.

Attachments:

1. 2025-FD-PG-EQ-R-2298
2. Oak Brook Fire Department - Q-93340 - Version 1 2025

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2025-FD-PG-EQ-R-2298

A RESOLUTION
APPROVING THE WAIVER OF COMPETITIVE BIDDING AND
AUTHORIZING THE PURCHASE OF A
MONITOR/DEFIBRILLATORS

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 22nd day of April 2025

RESOLUTION NO. 2025-FD-PG-EQ-R-2298

A RESOLUTION
APPROVING THE WAIVER OF COMPETITIVE BIDDING AND AUTHORIZING THE
PURCHASE OF A MONITOR/DEFIBRILLATORS

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, Zoll Medical Corporation (hereinafter referred to as "Company") offers purchase, lease, and exchange options for medical devices and supporting software for said devices;

WHEREAS, the Village Fire Department currently owns and operates cardiac monitors/defibrillators and AutoPulse units manufactured by the Company, some of which are nearing the end of their useful life cycle;

WHEREAS, after review of the current cardiac monitor replacement plan, Staff is recommending a shift from a five-year replacement cycle to a seven-year replacement cycle to reflect common practices within the fire emergency service industry;

WHEREAS, adopting the updated replacement cycle necessitates the replacement of the Fire Department's cardiac monitor purchased in 2018;

WHEREAS, Company has prepared and submitted a proposal (Quote No: Q-93340) covering the purchase of one (1) Zoll X Series Advanced Cardiac Monitors/Defibrillator for a net cost of \$48,691.84 after credit for the trade-in of the 2018 monitor;

WHEREAS, staff recommends approval from the Corporate Authorities to purchase the medical equipment from Company for the reasons provided herein;

WHEREAS, the Village is interested in contracting with Company for the aforementioned purposes and as set forth in the Purchase Order, attached hereto and incorporated herein as Exhibit A; and

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

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

Section One – Recitals

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

Section Two – Approval of Purchase

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

Section Three – Authorization and Direction

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six – Waiver of Bidding Process

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

Section Seven - Acts of Village Officials

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

Section Eight – Effective Date

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

Section Nine - Publication

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

Section Ten – Conflict Clause

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

Section Eleven – Saving Clause

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

Section Twelve – Recording

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

PASSED THIS 22nd day of April 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 22nd day of April 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Purchase Order]

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Quote No: Q-93340 Version: 1

Oak Brook Fire Department
1200 Oak Brook Road
Oak Brook, IL 60523

ZOLL Customer No: 105223

Jeff Marciniak
(630) 706-4024
jmarciniak@oak-brook.org

Quote No: Q-93340
Version: 1

Issued Date: April 15, 2025
Expiration Date: June 30, 2025

Terms: NET 30 DAYS

FOB: Destination
Freight: Free Freight

Prepared by: Kyle Sears
EMS Territory Manager
ksears@zoll.com
708-466-8172

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	1501418	601-2231212-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, Temp, NIBP, CPR Expansion Pack, Remote View Includes: TBI Dashboard, 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in (16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Operators Manual, Quick Reference Guide, and One (1)-year EMS warranty. Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 & SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately • Two Temperature monitoring channels with digital displays. Temperature probes sold separately •	1	\$57,930.00	\$46,119.26	\$46,119.26

**ZOLL Medical Corporation**

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Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Oak Brook Fire Department
Quote No: Q-93340 Version: 1

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
2		8000-000319	Metko Temperature Probe, Adapter/Extension, Reusable	1	\$20.00	\$20.00	\$20.00
3		8000-000318	Disposable Adult-Ped Skin Temperature Probe	1	\$10.00	\$10.00	\$10.00
4	1501418	8900-0402	CPR Stat-padz HVP Multi-Function CPR Electrodes - 1 pair	2	\$116.00	\$84.75	\$169.50
5	1501418	8300-000676	OneStep Cable, X Series	1	\$586.00	\$466.58	\$466.58
6	1501418	8900-000219-01	OneStep Pediatric CPR Electrode (1 pair)	2	\$122.00	\$96.76	\$193.52
7	1501418	8000-001128	Accuvent Flow Tube (Box of 10)	1	\$821.00	\$653.54	\$653.54
8	1501418	REUSE-13-2MQ	Welch Allyn REUSE-13-2MQ Cuff, Thigh, 2-Tube, Twist Lock connector	1	\$68.00	\$54.12	\$54.12
9	1501418	REUSE-12-2MQ	Welch Allyn REUSE-12-2MQ Cuff, Lg Adult, 2-Tube, Twist Lock connector	1	\$68.00	\$54.12	\$54.12
10	1501418	REUSE-10-2MQ	Welch Allyn REUSE-10-2MQ Cuff, Small Adult, 2-Tube, Twist Lock connector	1	\$68.00	\$54.12	\$54.12
11	1501418	REUSE-09-2MQ	Welch Allyn REUSE-09-2MQ Cuff, Child, 2-Tube, Twist Lock connector	1	\$68.00	\$54.12	\$54.12
12	1501418	8000-0580-01	Six Hour Rechargeable, SurePower II Smart Battery	2	\$1,031.00	\$820.82	\$1,641.64
13	1501418	8000-000875-01	Paper, Thermal, BPA Free (Box of 6)	1	\$33.00	\$26.24	\$26.24
14	1501418	8707-000502-01	X Series Accessory Carry Case - Printer Chute with Single Zipper	1	\$683.00	\$0.00	\$0.00
15	1501418	8707-000503-01	X Series Clear Plastic Display Protector	1	\$50.00	\$40.18	\$40.18
16	1501418	8000-002005-01	Cable Sleeve, Propaq / X Series, ZOLL Blue	1	\$65.00	\$51.66	\$51.66
17	1501418	8009-0020	CPR-D-padz and CPR Stat Padz Connector	1	\$508.00	\$404.26	\$404.26
18	1501418	8000-000371	rainbow® DCI® SpO2/SpCO/SpMet Adult Reusable Sensor with connector (3 ft)	1	\$1,108.00	\$882.32	\$882.32
19	1501418	8000-001392	Masimo rainbow® RC-4 - 4FT, Reusable EMS Patient Cable	1	\$322.00	\$256.66	\$256.66

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Oak Brook Fire Department
Quote No: Q-93340 Version: 1

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
20		8000-000315	Reusable Adult Skin Temperature Probe	1	\$40.00	\$40.00	\$40.00
21		6008-9901-61	ZOLL X Series Trade In Allowance (EMS Group) See Trade Unit Considerations.	1		(\$2,500.00)	(\$2,500.00)

Subtotal: \$48,691.84

Total: \$48,691.84

Contract Reference	Description
1501418	Reflects CHM GPO NPP 2020 - Contract No. PS20200 (EXT2) contract Pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in NPP Contract No. PS20200 shall apply to the customer's purchase of the products set forth on this quote.

Trade Unit Considerations

Trade-In values valid through June 30, 2025 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/terms-and-conditions-of-sale>, for software products can be found at <https://www.zoll.com/software-legal>, and for ExpertCare Service Plans can be found at <https://www.zoll.com/ExpertCare-Service-Terms>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on June 30, 2025. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL web store.

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Oak Brook Fire Department
Quote No: Q-93340 Version: 1

Order Information (to be completed by the customer)

☐ Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

☐ Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

☐ Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

☐ No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Oak Brook Fire Department

Authorized Signature:

Name: _____
Title: _____
Date: _____



ITEM 9.A.4.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
April 22, 2025

SUBJECT: Easement Agreement with Matthew D. Mason of Hilco Real Estate for the Relocation of a Village Water Main

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to approve Resolution R-2299, A Resolution approving an Easement Agreement between the Village of Oak Brook and Matthew D. Mason of Hilco Real Estate for the Relocation of the Village's Water Main on Route 83 at the I-88 on Ramp.

Background/History:

To reduce overall project costs of the Route 83/I-88 Water Main Replacement Project, staff identified a section of water main to evaluate for relocation during the design phase. It was determined that the relocation would not only present the lowest projected cost, but also bring the water main to a shallower workable depth and provide access for maintenance without having to enter the Illinois Tollway Authority property.

In addition to the previously approved encroachment agreement with Nicor Gas Company, an easement agreement with a provide property owner (Adventus US Realty) on Kensington Road was also required. In September 24, 2024, the Village Board approved such an encroachment agreement with Adventus US Realty. However, before the agreement was executed by that property owner, the property went into receivership and the receiver was unwilling to execute the encroachment agreement without additional modifications. Staff, the project Engineer, Public Works administration and the Village Attorney have worked diligently with the property receiver over the preceding 36 months to get this item back for approval. Changes to the agreement as originally approved by the Village Board include:

- Signatory authority was modified to Matthew D. Mason of Hilco Real Estate as the Receiver for Adventus US Realty.
- The Indemnification and Hold Harmless clause was modified to reduce the scope to only "negligence and/or wrongful conduct of the Village or any other party for whom the Village is responsible."

- The Reservation of Rights clause was modified to limit that the property owner shall not permanently or temporarily obstruct, disturb, damage, or destroy the Easement Premises at any time whatsoever.

There is no cost to the Village for the agreement. The agreement will allow the watermain installation project to proceed with the improvement of quality and availability of water for the residents and commercial usage; however the project will now need to be re-bid due to the age of the prior bids. The authorization to rebid, and the approval of the new contract as bid, will come back to the Village at a future date, after this agreement is executed and recorded.

Recommendation:

Staff Recommends that the Village Board Resolution R-2299, A Resolution approving and Esement Agreement between the Village of Oak Brook and Matthew D. Mason of Hilco Real Estate for the Relocation of the Village's Water Main on Route 83 at the I-88 on Ramp.

Attachments:

1. Res_Approve_Easement 4-22-25
2. Water Main Easement Agreement 4-22-25

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2025-PW-EASE-AG-HILCO-RE-R-2299

A RESOLUTION
APPROVING AN EASEMENT AGREEMENT WITH MATTHEW
D. MASON OF HILCO REAL ESTATE FOR THE RELOCATION
OF THE VILLAGE'S WATER MAIN ON ROUTE 83 AT THE I-88
ON RAMP

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 22nd day of April 2025

RESOLUTION NO. 2025-PW-EASE-AG-HILCO-RE-R-2299

A RESOLUTION

APPROVING AN EASEMENT AGREEMENT WITH MATTHEW D. MASON OF HILCO REAL ESTATE FOR THE RELOCATION OF THE VILLAGE'S WATER MAIN ON ROUTE 83 AT THE I-88 ON RAMP

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, Adventus US Realty #4 LP, a Delaware limited partnership (the "Owner"), is the owner of certain property located along Route 83 (the "Subject Property");

WHEREAS, in order for the Village to relocate the existing water main facilities at Route 83 at the I-88 On-Ramp, the Village requires an Easement Agreement (the "Agreement") with the Owner giving the Village certain permissions and access rights required to complete the project;

WHEREAS, Staff recommends approval of the Agreement, substantially in the form attached hereto and incorporated herein as EXHIBIT A, by and between the Village of Oak Brook and Matthew D. Mason of Hilco Real Estate ("Receiver") acting solely in his capacity as Court Appointed Receiver in Civil Case No. 1:23cv-08231, in the United States District Court for the Southern District of New York, for the Subject Property;

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the health, welfare and safety of the residents of the Village to enter into the attached agreement for the reasons referenced herein.

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

Section One – Recitals

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

Section Two – Approval of Agreement

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

Section Three – Authorization and Direction

The Village President and/or Village Manager is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Agreement, substantially in the form of such agreement attached hereto as Exhibit A, with such changes therein as shall be approved by the

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six - 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 22nd day of April 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 22nd day of April 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Agreement]

Prepared by and Return to:

Michael Castaldo III
Ottosen DiNolfo Hasenbalg & Castaldo,
Ltd.
1804 N Naper Blvd., Suite 350
Naperville, Illinois 60563

This space reserved for Recorder's use

EASEMENT AGREEMENT

THIS AGREEMENT (this "Agreement"), dated as of this _____ day of _____, 2025, by and between **MATTHEW D. MASON** of Hilco Real Estate ("**RECEIVER**") acting solely in his capacity as Court Appointed Receiver in Civil Case No. 1:23cv-08231, in the United States District Court for the Southern District of New York, for property owned by **ADVENTUS US REALTY #4 LP**, a Delaware limited partnership ("**OWNER**"), and the **VILLAGE OF OAK BROOK**, an Illinois municipal corporation ("**VILLAGE**").

RECITALS:

WHEREAS, OWNER is the legal owner of record of certain real property situated within the corporate limits of the Village of Oak Brook, DuPage County, Illinois, which real property is commonly known as The Crossings, 1420 & 1520 Kensington Road, Oak Brook, IL 60523, P.I.N.06-26-101-02, and legally described in **EXHIBIT 1** attached hereto and by this reference incorporated herein (the "**Owner Property**");

WHEREAS, on September 22, 2023, the United States District Court for the Southern District of New York issued an order appointing Receiver in Civil Case No. 1:23cv-08231 (the "**Order**"), and pursuant to the Order, Receiver is authorized to execute contracts with respect to the Owner Property;

WHEREAS, the VILLAGE is in the process of completing the Route 83 and I-88 Water Main Replacement Project (the "**Project**") in the Village of Oak Brook;

WHEREAS, a portion of the Project will consist of rerouting sections of the existing water main to realign said sections in a more efficient and effective configuration;

WHEREAS, in order to get the alignment of the proposed water main in the correct position to the VILLAGE needs to obtain an easement over a portion of the Owner Property; and

WHEREAS, OWNER desires to grant an easement to the VILLAGE on a portion of the Owner Property in order to complete the Project, which easement area is legally described in **EXHIBIT 2** attached hereto and by this reference incorporated herein (the "**Easement Premises**").

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and the mutual covenants and agreements set forth herein and other good and valuable consideration provided by the VILLAGE to OWNER, the receipt and sufficiency of which are hereby acknowledged, the parties thereto mutually agree as follows:

SECTION ONE. Recitals. That the recitals set forth above are incorporated herein and made a part hereof as if set forth fully herein.

SECTION TWO. Grant of Permanent Easement. OWNER hereby grants and conveys to the VILLAGE a perpetual, non-exclusive easement and right of way (the “**Easement**”) for the full and free right, privilege and authority of allowing the VILLAGE and its agents, servants, employees, invitees, and contractors (collectively, “**Village Agents**”) to survey, construct, reconstruct, lay, use, own, operate, maintain, test, inspect, repair, replace, enlarge, renew, alter, remove, or abandon in place a water main and all attachments, equipment, and appurtenances incidental thereto (such water main and all attachments, equipment, and appurtenances shall hereafter collectively be referred to as “**Facilities**”) as the VILLAGE may deem necessary or desirable for its needs (these activities shall hereinafter collectively be referred to as (the “**Easement Activities**”) in, upon, over, under, through, along, across, and under the Easement Premises, subject to the terms and conditions hereinafter set forth, together with all reasonable rights of ingress and egress over the Owner Property to carry out the purposes of the Easement granted herein. The easement over the Easement Premises granted herein is further identified as the “Easement For Public Utilities” on the Easement Exhibit attached at **EXHIBIT 3** and by this reference incorporated herein.

SECTION THREE: Installation and Maintenance. The VILLAGE agrees that it shall cause any installation of the Facilities, and any staging, equipment and materials storage, and similar activities relating to the installation and/or construction of the Facilities and any necessary restoration (collectively, the “**Construction Work**”) to be done and completed in a good and workmanlike manner, free of any liens and in compliance with all laws and regulations regarding the Facilities, and thereafter the VILLAGE shall maintain or cause the Facilities to be maintained in good order, condition and repair in compliance with all applicable laws and regulations at the VILLAGE's sole cost. The VILLAGE shall be solely responsible for the transportation, safekeeping, and storage of materials and equipment used in the exercise of the Easement Activities granted herein, for the removal of waste and debris resulting therefrom, and for the prompt repair of any damage caused by the VILLAGE or and Village Agents to the Owner Property.

SECTION FOUR: Restoration. Upon completion of the Construction Work or the exercise of any other Easement Activities by the VILLAGE and/or the Village Agents, the VILLAGE agrees to promptly, and in no case within less than 30 days thereafter, repair and restore any portion of the Owner Property which is disturbed or altered in any manner by such Easement Activities (including the landscaping and surface of the ground above the same) to the grade and condition it was in immediately prior to such Easement Activities, at the VILLAGE's sole cost and expense. The foregoing notwithstanding, in the even that any repair or restoration of landscaping cannot be completed within 30 days due to fall or winter weather, the VILLAGE shall restore such landscaping as soon as practicable the following spring.

SECTION FIVE: Parking Lots. In exercising its rights under this Easement Agreement, the VILLAGE represents and warrants that it shall not travel over, utilize or otherwise occupy any portion of the parking lot areas located on the Owner Property without the consent and prior approval of OWNER.

SECTION SIX: Indemnification and Hold Harmless. The VILLAGE shall defend, indemnify, keep and save harmless OWNER against all injuries, deaths, losses, damages, claims, liens, suits, liabilities,

judgments, costs and expenses which may accrue (including reasonable attorneys' fees and court costs), arising out of, or alleged to arise out of the VILLAGE's performance of Easement Activities and/or use of the Easement Premises and/or other portion of the Owner Property under this Agreement but only to the extent caused by the negligence and/or wrongful conduct of the VILLAGE or any other party for whom the VILLAGE is responsible. The VILLAGE shall not be obligated or responsible to indemnify, defend, and/or hold harmless OWNER, or any third party, from or against any injuries, deaths, losses, damages, claims, liens, suits, liabilities, judgments, costs and/or expenses to the extent caused by the negligence or wrongful conduct of OWNER or any other party for whom OWNER is responsible.

SECTION SEVEN: Reservation of Rights. OWNER hereby reserves the right to use the Easement Premises for activities including, but not limited to parking and landscaping, in a manner that will not prevent or interfere in any way with the exercise by the VILLAGE of the rights granted hereunder; provided, however, that OWNER shall not permanently or temporarily improve, disturb, damage, destroy, injure, or obstruct the Easement Premises, nor permit the Easement Premises to be permanently or temporarily improved, disturbed, damaged, destroyed, injured, or obstructed, at any time whatsoever, without the express prior written consent of the VILLAGE. The Easement is and shall be expressly subject to any easements and rights-of-way already existing as of the date hereof in, over, upon and across the Easement Premises. OWNER shall have the right to grant other non-exclusive easements over, along, upon, or across the Easement Premises; provided, however, that any other easements shall be subject to this Agreement and the rights granted hereby. OWNER reserves the right to promulgate reasonable rules and regulations regarding any access by the VILLAGE in the exercise of its easement rights granted herein, and the VILLAGE and Village Agents shall comply with the same.

SECTION EIGHT: Further Assurances. OWNER hereby represents and warrants that it shall take all necessary action so that the easements contemplated by this Agreement shall be released from all liens, including but not limited to, the lien of all mortgages, mechanics' lien claims, security agreements, assignments of rents and leases, and shall execute all such documents as may be reasonably necessary to perfect the VILLAGE's right, title, and interest herein.

SECTION NINE: Covenants Running with the Land. The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement shall be easements, rights, restrictions, agreements, and covenants running with the land, shall be recorded against the Easement Premises and shall be binding upon and inure to the benefit of OWNER and the VILLAGE and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Easement Premises, or any portion thereof, and all persons claiming under them.

SECTION TEN: Notices. Any notice required or desired to be given under this Agreement shall be deemed properly served if delivered in person to the party to whom it is addressed or on the third (3rd) day after deposit in the U.S. Mail, registered or certified delivery, return receipt requested, postage prepaid, and addressed as follows:

If to the VILLAGE:

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

If to OWNER:

Adventus US Realty #4 LP
c/o Hilco Real Estate, LLC
5 Revere Drive, Suite 410

Northbrook, Illinois 60062

SECTION ELEVEN: Recording. Upon execution, this Agreement shall be recorded by the VILLAGE with the DuPage County Recorder of Deeds.

SECTION TWELVE: Amendment. This Agreement may be modified, amended, or annulled only by the written agreement of OWNER and the VILLAGE.

SECTION THIRTEEN: Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

SECTION FOURTEEN: Governing Law. The terms and provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to conflict of law principles.

SECTION FIFTEEN: Survival. All representations and warranties contained herein (including in the Recitals and Exhibits) shall survive the execution of this Agreement and the recordation thereof and shall not be merged.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this instrument to be executed by their proper officers duly authorized to execute.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

VILLAGE:

VILLAGE OF OAK BROOK,
an Illinois municipal corporation

LAURENCE E. HERMAN, Village President

Date : _____

ATTEST:

NETASHA SCARPINITI, Village Clerk

Date : _____

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that LAURENCE E. HERMAN, as the Village President of the Village of Oak Brook, and NETASHA SCARPINITI, as the Village Clerk of the Village, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that as the Village President and the Village Clerk of the Village of Oak Brook, they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of the Village of Oak Brook for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2025.

Notary Public

My commission expires: _____

(SEAL)

OWNER:

MATTHEW D. MASON of Hilco Real Estate acting solely in his capacity as Court Appointed Receiver in Civil Case No. 1:23cv-08231, in the United States District Court for the Southern District of New York, for property owned by ADVENTUS US REALTY #4 LP, a Delaware limited partnership

By:_____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Matthew D. Mason, has signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2025.

Notary Public

My commission expires: _____

(SEAL)

EXHIBIT 1

LEGAL DESCRIPTION OF THE OWNER PROPERTY

LOT 1 IN THE CROSSINGS AT OAK BROOK, BEING A SUBDIVISION OF PART OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 1984 AS DOCUMENT R84-44967 IN DUPAGE COUNTY, ILLINOIS, (EXCEPTING THEREFROM THAT PART OF SAID LAND CONDEMNED FOR HIGHWAY PURPOSES BY DECREE DATED MAY 16, 1985 IN CASE NUMBER 85ED-14)

PIN: 06-26-101-02,

Common Address: The Crossings, 1420 & 1520 Kensington Road, Oak Brook, IL 60523

EXHIBIT 2

LEGAL DESCRIPTION OF THE EASEMENT PREMISES (PUBLIC UTILITY EASEMENT)

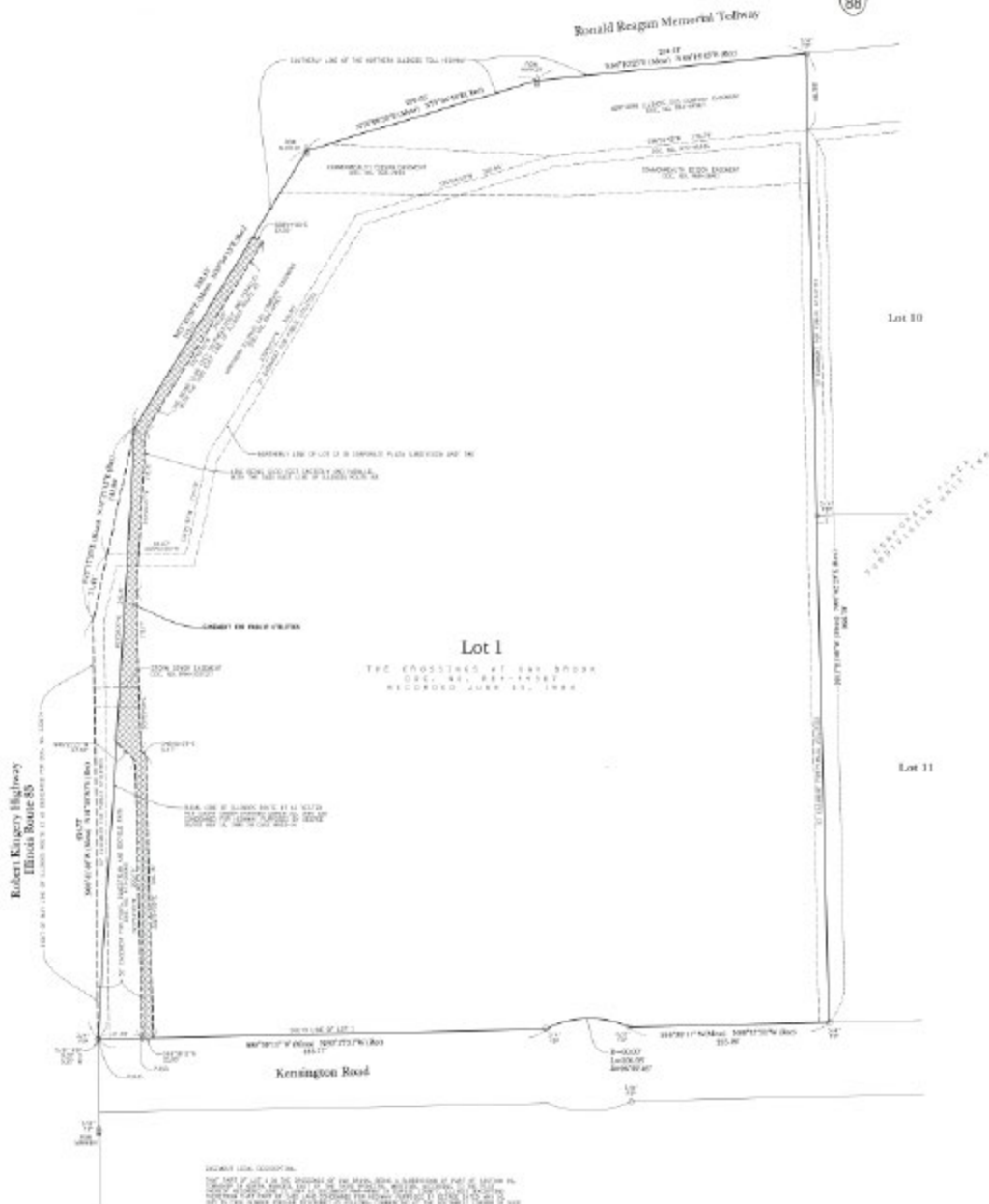
THAT PART OF LOT 1 IN THE CROSSINGS OF OAK BROOK, BEING A SUBDIVISION OF PART OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 1984 AS DOCUMENT R84-44967 IN DUPAGE COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART OF SAID LAND CONDEMNED FOR HIGHWAY PURPOSES BY DECREE DATED MAY 16, 1985 IN CASE NUMBER 85ED-14) DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88 DEGREES 38 MINUTES 11 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 1, 47.78 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 34 MINUTES 09 SECONDS WEST, 300.76 FEET; THENCE NORTH 46 DEGREES 22 MINUTES 27 SECONDS WEST, 27.94 FEET TO THE EAST LINE OF ILLINOIS ROUTE 83 RIGHT OF WAY AS VESTED PER COURT ORDER ENTERED MARCH 22, 1985 AND CONDEMNED FOR HIGHWAY PURPOSES BY DECREE DATED MAY 16, 1985 IN CASE 85ED-14; THENCE NORTH 03 DEGREES 26 MINUTES 27 SECONDS EAST ALONG SAID EAST LINE, 342.71 FEET TO THE SOUTHERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE NORTH 31 DEGREES 45 MINUTES 55 SECONDS EAST ALONG SAID SOUTHERLY LINE, 243.03 FEET; THENCE SOUTH 58 DEGREES 14 MINUTES 05 SECONDS EAST, 12.00 FEET TO A LINE BEING 12.00 FEET SOUTHEASTERLY AND PARALLEL WITH THE SAID SOUTHERLY LINE; THENCE SOUTH 31 DEGREES 45 MINUTES 55 SECONDS WEST ALONG SAID PARALLEL LINE, 240.00 FEET TO A LINE BEING 12.00 FEET EASTERLY AND PARALLEL WITH THE SAID EAST LINE OF ILLINOIS ROUTE 83; THENCE SOUTH 03 DEGREES 26 MINUTES 27 SECONDS WEST ALONG SAID PARALLEL LINE, 175.71 FEET; THENCE SOUTH 01 DEGREE 23 MINUTES 04 SECONDS EAST, 171.17 FEET; THENCE SOUTH 46 DEGREES 22 MINUTES 27 SECONDS EAST, 8.47 FEET; THENCE SOUTH 01 DEGREE 34 MINUTES 09 SECONDS EAST, 305.75 FEET TO SAID SOUTH LINE OF SAID LOT 1; THENCE SOUTH 88 DEGREES 38 MINUTES 11 SECONDS ALONG SAID SOUTH LINE, 12.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT 3

EASEMENT EXHIBIT
(Attached)

Easement Exhibit

LOT 1 IN THE CROSSINGS AT GAB BROOK, BEING A FIDUCIARY OF PART OF SECTION 26, TOWNSHIP 20 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED 53045, 1984, AS DEED MOUNTAIN IN THE PAGE COUNTY, S.D. AND ACCORDING TO THE TRACT PART OF GAB BROOK CONSIDERED FOR EASEMENT PURPOSES BY DEED DATED MAY 26, 1980 BY GAB TO DEED 53045-18



PREPARED FOR:
TERRACON CONSULTING
1301 GAB BROOK ROAD
GAB BROOK, S.D. 58003

PREPARED BY:
TROTTER
ENGINEERS AND SURVEYORS
Experienced Professionals • Better Solutions
Serving the Community Since 1959

THESE LOTS ARE A PART OF THE CROSSINGS AT GAB BROOK, BEING A FIDUCIARY OF PART OF SECTION 26, TOWNSHIP 20 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED 53045, 1984, AS DEED MOUNTAIN IN THE PAGE COUNTY, S.D. AND ACCORDING TO THE TRACT PART OF GAB BROOK CONSIDERED FOR EASEMENT PURPOSES BY DEED DATED MAY 26, 1980 BY GAB TO DEED 53045-18.

STATE OF S.D. COUNTY OF GAB
I, JAMES T. TROTTER, Surveyor, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the client, and that the same was prepared by me or under my direct supervision and control.



Abbreviations of Survey

1/4	Quarter Section
1/2	Half Section
3/4	Three-quarters Section
1/8	Eighth Section
1/16	Sixteenth Section
1/32	Thirty-second Section
1/64	Sixty-fourth Section
1/128	One-hundred-twenty-eighth Section
1/256	One-thousand-twenty-five Section
1/512	Two-thousand-fifty Section
1/1024	Four-thousand Section
1/2048	Eight-thousand Section
1/4096	Sixteen-thousand Section
1/8192	Thirty-two-thousand Section
1/16384	Sixty-four-thousand Section
1/32768	One-hundred-twenty-thousand Section
1/65536	Two-hundred-fifty-thousand Section
1/131072	Five-hundred-thousand Section
1/262144	One-million Section
1/524288	Two-million Section
1/1048576	Four-million Section
1/2097152	Eight-million Section
1/4194304	Sixteen-million Section
1/8388608	Thirty-two-million Section
1/16777216	Sixty-four-million Section
1/33554432	One-hundred-twenty-million Section
1/67108864	Two-hundred-fifty-million Section
1/134217728	Five-hundred-million Section
1/268435456	One-billion Section
1/536870912	Two-billion Section
1/1073741824	Four-billion Section
1/2147483648	Eight-billion Section
1/4294967296	Sixteen-billion Section
1/8589934592	Thirty-two-billion Section
1/17179869184	One-hundred-billion Section
1/34359738368	Two-hundred-billion Section
1/68719476736	Four-hundred-billion Section
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ITEM 9.A.5.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
April 22, 2025

SUBJECT: 3702 Frederick Drive - Rear Yard Setback Variation

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board concur with the recommendation from the Planning & Zoning Commission and approve Ordinance S-1727, approving a rear yard setback variation, subject to the following conditions:

1. The proposed development shall be constructed in substantial conformance to the site plan and conceptual building elevations as submitted.
2. Add the condition "Notwithstanding the attached exhibits, the applicant shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived."

Background/History:

David and Veronica Northey, the owners of the property have submitted a zoning variation request to Section 13-6B.3.H.3 of the Zoning Code to allow a reduction in the rear yard setback from 60-feet to approximately 45.9-feet. The property is zoned R-2 Single Family Detached Residence District.

At their meeting on April 2, 2025, the Planning & Zoning Commission reviewed and deliberated on the petition. The Commission debated the overall rationale for the request. The Commission recognized hardship and unique circumstances. The applicant addressed the standards in writing and by their testimony at the public hearing.

Finding that the applicant had satisfied the requirements for a variation, by a vote of 7 to 0, the Planning & Zoning Commission recommended approval of the requested variation.

Ordinance S-1727 and the case file have been included with the P&Z Commission recommendation letter, both providing additional information and details pertaining to the application.

Please note that staff included the Ordinance to streamline the approval process for the property owner. At the Village President's direction, staff will be forwarding future similar Resolutions and Ordinances that received the P&Z Commission's unanimous approval.

Recommendation:

Staff recommends that the Village Board concur with the recommendation from the Planning & Zoning Commission and approve Ordinance S-1727, An Ordinance Approving 3702 Frederick Drive, Rear Yard Setback Variation.

Attachments:

1. S-1727 and Exhibits

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
NUMBER 2025-ZO-V-EX-S-1727

AN ORDINANCE
GRANTING A VARIATION FROM SECTION 13-6B-3.H.3 OF
TITLE 13 (“ZONING REGULATIONS”) OF THE VILLAGE CODE
OF THE VILLAGE OF OAK BROOK RELATIVE TO THE REAR
YARD SETBACK FOR THE PROPERTY LOCATED AT 3702
FREDERICK DRIVE IN THE VILLAGE OF OAK BROOK,
ILLINOIS

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

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

Village Board

Published in pamphlet form by the authority of the
President and the Board of Trustees of the Village of Oak Brook
on the 22nd day of April 2025

ORDINANCE NO. 2025-ZO-V-EX-S-1727

AN ORDINANCE

GRANTING A VARIATION FROM SECTION 13-6B-3.H.3 OF TITLE 13 ("ZONING REGULATIONS") OF THE VILLAGE CODE OF THE VILLAGE OF OAK BROOK RELATIVE TO THE REAR YARD SETBACK FOR THE PROPERTY LOCATED AT 3702 FREDERICK DRIVE IN THE VILLAGE OF OAK BROOK, ILLINOIS

PIN: 06-35-401-019

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

WHEREAS, the Village of Oak Brook is authorized by the Illinois Municipal Code, 65 ILCS 5/11-13-5, to vary its zoning regulations where there are practical difficulties or particular hardship in observing those regulations for the use, construction, or alteration of buildings or structures or the use of land;

WHEREAS, an application has been filed by Veronica and David Northey, the Owner (hereinafter referred to as the "**Owner**"), of the property located at 3702 Frederick Drive, Oak Brook, Illinois, which is legally described in Exhibit A attached hereto and incorporated herein (hereinafter referred to as the "**Subject Property**") and located in the R2 Zoning District, is requesting a Variation from Section 13-6B-3.H.3 of the Zoning Ordinance of the Village of Oak Brook, as amended, to permit and allow a 14'-3" reduction in the required rear yard setback from 60'-0" to 45'-9" for an enclosed porch. (hereinafter referred to as the "**Variation**");

WHEREAS, the Village of Oak Brook Planning & Zoning Commission (the "Commission") on April 2, 2025 held a public hearing to consider the petitioner's request and to hear testimony on the proposal and as a result of said hearing the Commission issued a positive recommendation in this matter to approve the requested Variation all pursuant to proper notice and in compliance with the laws of the State of Illinois and ordinances of the Village of Oak Brook;

WHEREAS, the Commission found the request to be reasonable in that the requested Variation is appropriate under the standards adopted by the Village of Oak Brook in its Zoning Ordinance applicable to zoning variances and made positive findings of fact in support of said variance;

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

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

WHEREAS, the Corporate Authorities of the Village of Oak Brook find that the Owner has demonstrated practical difficulties or particular hardship in the application of the Zoning Regulations.

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

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

Section 2. Grant of Variation. Subject to, and contingent on the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, the Village Board of Trustees shall, and does hereby, approve a Variation to the Zoning Regulations as follows:

Variation from Section 13-6B-3.H.3 of the Zoning Ordinance of the Village of Oak Brook, as amended, to permit and allow a 14'-3" reduction in the required rear yard setback to 45'-9" in lieu of the 60'-0" otherwise required for the property commonly referred to as 3702 Frederick Drive, Oak Brook, Illinois.

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

- A. Substantial Conformance with Site Plan. The proposed enclosed porch for the single-family residence shall be constructed in substantial conformance with the site plan and conceptual building elevations as submitted and attached hereto and incorporated herein as **Exhibit B**.
- B. Compliance with Zoning Regulations and Village Code. The Owner shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived by this, or subsequent, Ordinances; and
- C. Compliance with Applicable Law. In addition to the other specific requirements of this Ordinance all of the operations and activities conducted on and in the Property, must comply at all times with all applicable federal, state, and Village statutes, ordinances, resolutions, rules, codes, and regulations.

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

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

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

Section 7. Effective Date.

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

Section 8. Conflict Clause. That all ordinances or parts of ordinances in conflict with the terms of this ordinance shall be repealed to the extent of said conflict.

Section 9. Publication. This ordinance shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section 10. 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 22nd day of April 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 22nd day of April 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

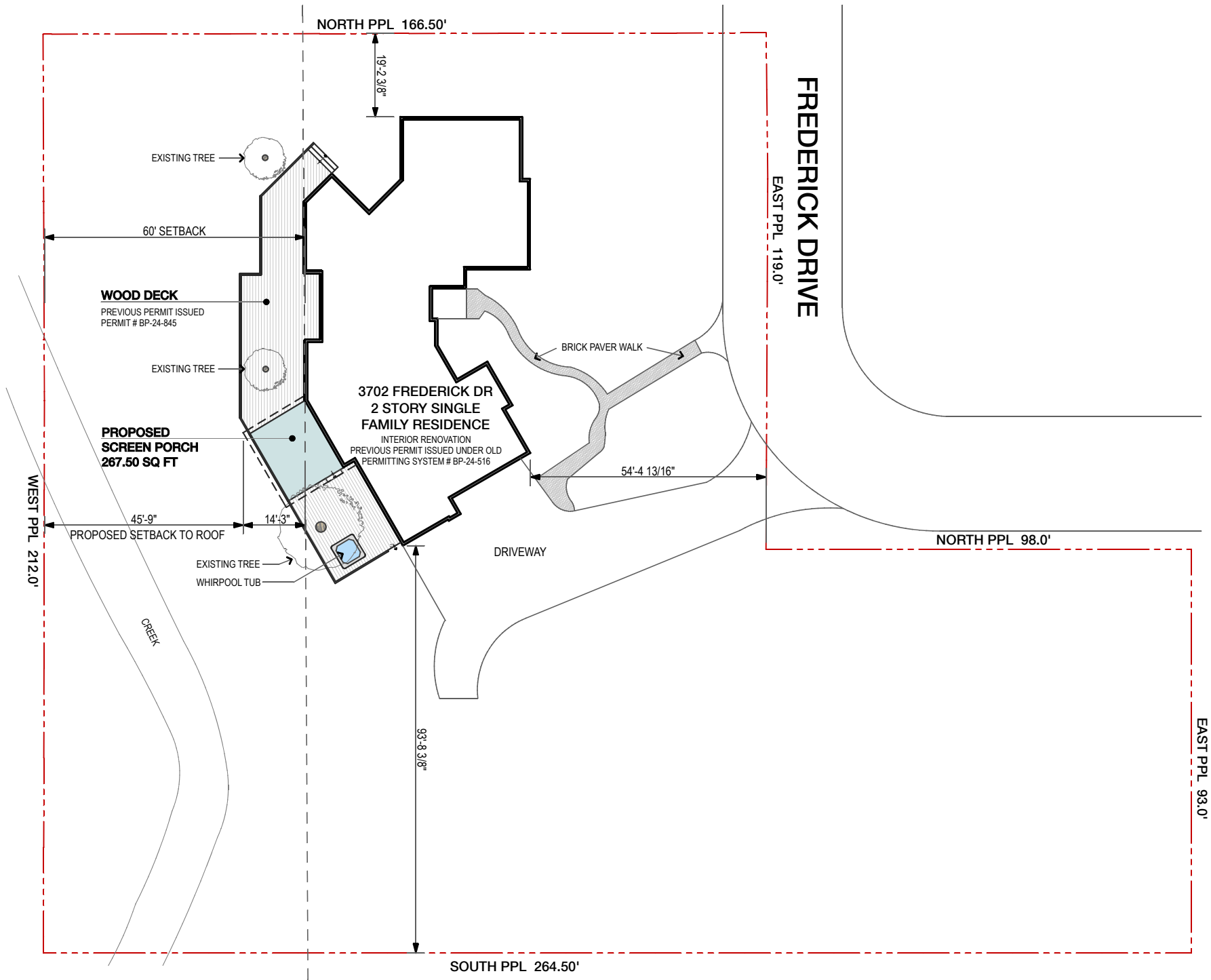
EXHIBIT A

LOT 3 IN WENDEL WOODS RESUBDIVISION, A RESUBDIVISION OF LOT 3 IN WAGNER'S WOODS, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 11, ALSO LOT 4 (EXCEPT THE SOUTH 186 FEET AS MEASURED ON THE WEST LINE AND ON THE EAST LINE OF THE WEST 264.5 FEET OF SAID LOT 4) IN WENDEL WOODS, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JUNE 4, 1976 AS DOCUMENT R76-34909, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3702 Frederick Drive, Oak Brook, IL 60523

PERMANENT INDEX NUMBER: 06-35-401-019

EXHIBIT B



SITE PLAN

Scale: 1" = 30'-0"

ZONING DISTRICT: R2 SINGLE FAMILY DETACHED RESIDENCE DISTRICT

BUILDING DATA

BUILDING AREA	3,421 SQ FT
DRIVEWAY + WALK	2,070 SQ FT (IMPERVIOUS)
BRICK PAVED WALK	306 SQ FT (PERVIOUS)
OPEN WOOD DECK	1,212.5 SQ FT (PERVIOUS)
NEW SCREEN PORCH	267.50 SQ FT

ZONING ANALYSIS:

	R-2 DISTRICT	PROPOSED
MINIMUM LOT AREA	43,530 SQ FT (1 ACRE)	44,412 SQ FT (1.02 ACRE)
MINIMUM LOT WIDTH	150'-0"	212'-0"
MAXIMUM STRUCTURE HEIGHT	45'-0"	20'-0"
MAXIMUM PRINCIPAL BUILDING LOT COVERAGE	0.20 (8,882.4 SF)	0.08 (3,421SF (BUILDING) + 267.50 (ENCLOSED PORCH) = 3,688.5 SQ FT)
MAXIMUM LOT COVERAGE	0.375 (16,654.5 SF)	0.13 (3,688.5 SF (BUILDING) + 2,070 SF (DRIVEWAY + WALK) = 5,758.5 SF)
MAXIMUM FAR	0.4	0.1
		BASEMENT _____ 1,097 SQ FT
		1ST FLOOR _____ 2,324 SQ FT
		2ND FLOOR _____ 1,085 SQ FT
		NEW SCREEN PORCH _____ 267.50 SQ FT
		TOTAL _____ 4,773.5 SQ FT
FRONT YARD SETBACK	40'-0"	54'-3 13/16"
INTERIOR SIDE YARD SETBACK	18' or 23' *	NORTH _____ 19' - 2 3/8"
		SOUTH _____ 93' - 8 3/8"
REAR YARD SETBACK	60'-0"	45'-9" (14'-3" REDUCTION)



VIEW LOOKING NORTH OF EXISTING WOOD DECK



VIEW LOOKING SOUTH OF EXISTING WOOD DECK



John Conrad Schiess

Architect + LEED AP

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

architecture +

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

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

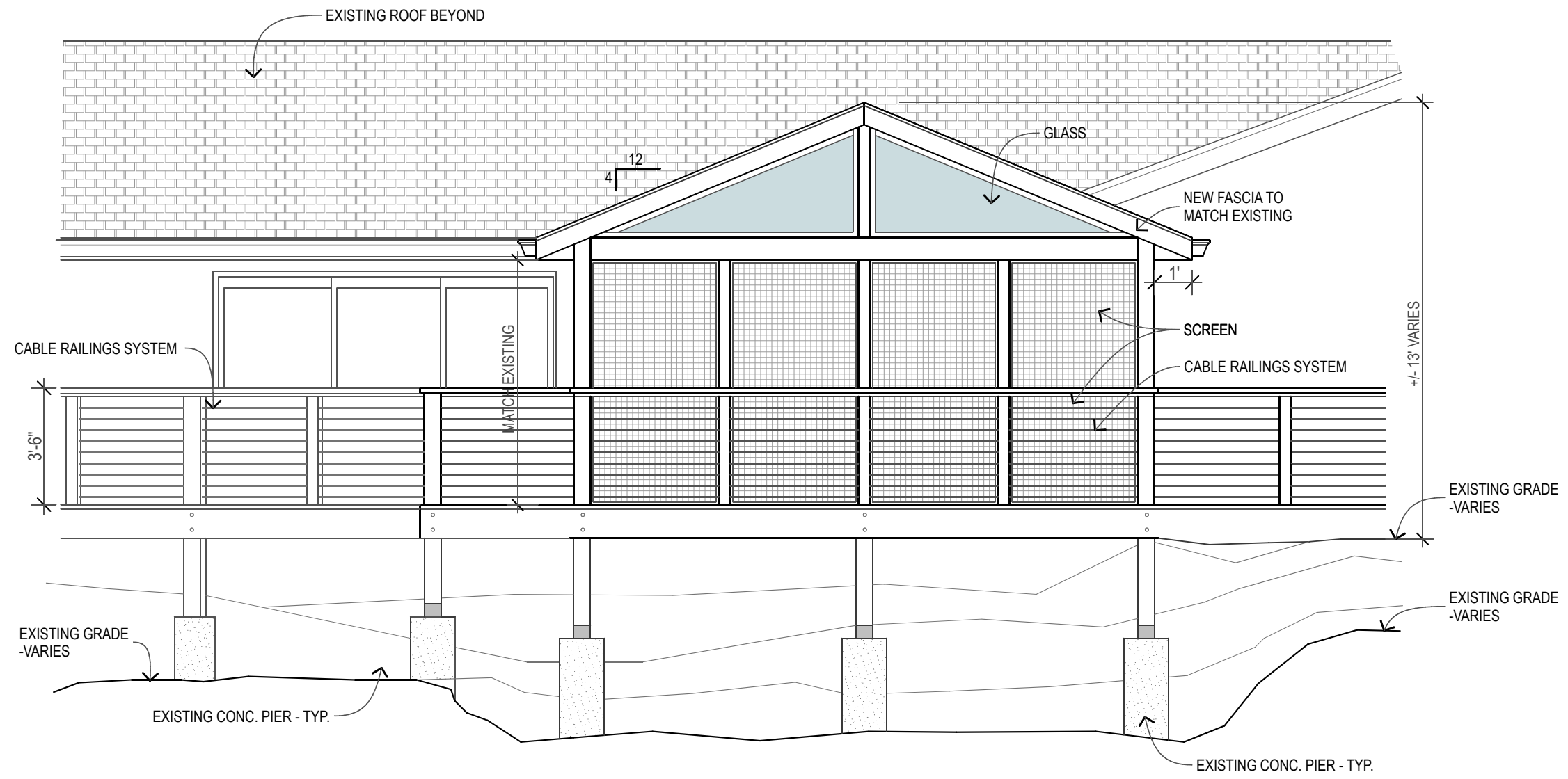
PROPOSED
SCREEN PORCH

3702 Frederick Dr
Oak Brook, Illinois

Sheet Title
site plan

SK1

Sheet No.



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



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

architecture +

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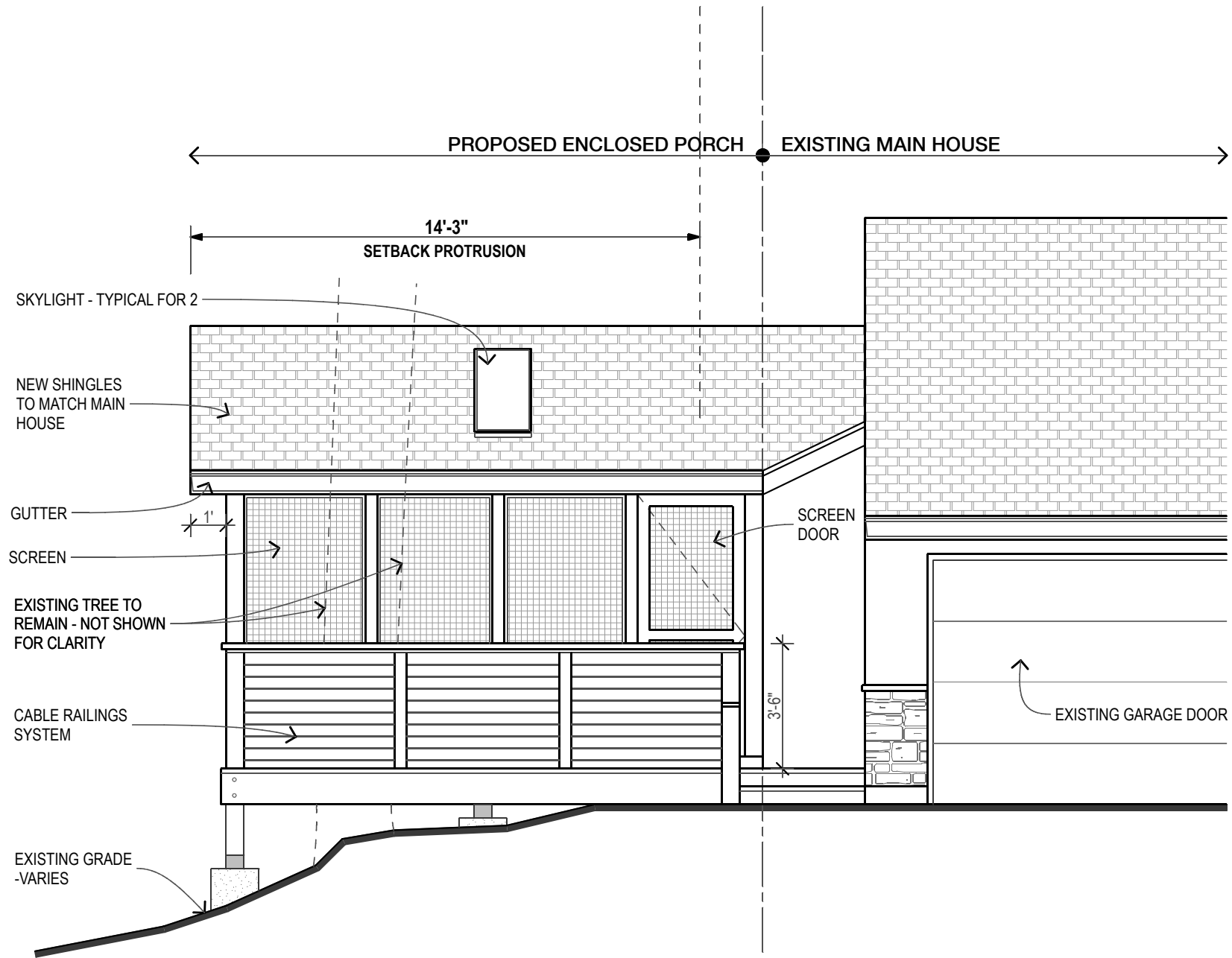
VARIATION	02/21/2025
REVIEW	01/31/2025
Issue for:	Date

**PROPOSED
SCREEN PORCH**
3702 Frederick Dr
Oak Brook, Illinois

Sheet Title
elevation

SK2

Sheet No.



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



John Conrad Schiess

Architect + LEED AP

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Oak Park, Illinois 60305
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architecture +

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

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

**PROPOSED
SCREEN PORCH**
3702 Frederick Dr
Oak Brook, Illinois

Sheet Title
elevation

SK3

Sheet No.

UNCONDITIONAL AGREEMENT AND CONSENT

WHEREAS, an application has been filed by Veronica and David Northey, the Owner (hereinafter referred to as the “Owner”), of the property located at 3702 Frederick Drive, Oak Brook, Illinois, which is legally described in Exhibit A attached hereto and incorporated herein (hereinafter referred to as the “Subject Property”) and located in the R2 Zoning District, is requesting a Variation from Section 13-6B-3.H.3 of the Zoning Ordinance of the Village of Oak Brook, as amended, to permit and allow a 14’-3” reduction in the required rear yard setback from 60’-0” to 45’-9” for an enclosed porch. (hereinafter referred to as the “Variation”);

WHEREAS, Ordinance No 2025-ZO-V-EX-S-1727 adopted by the Village President and Board of Trustees of the Village of Oak Brook on April 22, 2025 grants approval of the Variation subject to certain modifications, conditions, restrictions, and provisions; and

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

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

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

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

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

OWNER

By: _____

State of Illinois)
)
County of _____)

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

Notary Public

Seal

EXHIBIT 1
TO UNCONDITIONAL AGREEMENT AND CONSENT

LEGAL DESCRIPTION

Property:

LOT 3 IN WENDEL WOODS RESUBDIVISION, A RESUBDIVISION OF LOT 3 IN WAGNER'S WOODS, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 11, ALSO LOT 4 (EXCEPT THE SOUTH 186 FEET AS MEASURED ON THE WEST LINE AND ON THE EAST LINE OF THE WEST 264.5 FEET OF SAID LOT 4) IN WENDEL WOODS, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JUNE 4, 1976 AS DOCUMENT R76-34909, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3702 Frederick Drive, Oak Brook, IL 60523

PERMANENT INDEX NUMBER: 06-35-401-019



VILLAGE OF OAK BROOK *Illinois*

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

April 4, 2025

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

Subject: 3702 Frederick Drive – Rear Yard Setback Variation

Dear Village President and Board of Trustees:

Background

At its meeting on April 2, 2025 the Planning & Zoning Commission held the required public hearing on a petition from John Schiess, architect for homeowners David and Veronica Northey seeking approval of a variation to construct a screened porch that would reduce the rear yard setback by approximately 14-feet. The requested relief to the Zoning Regulations are to the following:

Section: 13-6B-3.H.3

H. Yards: Except as required in subsections B and D under "accessory uses and structures" in section 13-6A-1 of this chapter, yards shall be provided as follows:

3. Rear: Not less than sixty feet (60') in depth.

The subject property at 3702 Frederick Drive is located in the Wendell Woods Subdivision. The property is zoned R-2, Single-Family Residence District and is improved with a mid-century split-level home.

Public Comment

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

Planning & Zoning Commission Discussion and Recommendation

The Planning & Zoning Commission discussed the overall rationale for the variation. The Board recognized hardship and unique circumstances. The applicant addressed the standards in writing.

By a vote of 7 to 0, the Planning & Zoning Commission recommended approval of the requested variation, subject to the following conditions.

1. The proposed development shall be constructed in substantial conformance to the site plan and conceptual building elevations as submitted.

April 4, 2025
Village President and Board of Trustees
RE: 3702 Frederick Dr – Setback Variation
Page 2

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

Very truly yours,

Raju Iyer

Rajaraman Iyer
Chairman
Planning & Zoning Commission



VILLAGE OF OAK BROOK *Illinois*

MINUTES OF THE APRIL 2, 2025 REGULAR MEETING OF THE PLANNING & ZONING COMMISSION OF THE VILLAGE OF OAK BROOK APPROVED AS WRITTEN/AMENDED ON 2025

1. CALL TO ORDER:

CALL TO ORDER

The Meeting of the Planning & Zoning Commission was called to order by Chairman Raju Iyer at 6:30 p.m.

2. ROLL CALL:

ROLL CALL

Rama Raman called the roll with the following persons:

PRESENT: Chairman Raju Iyer, Vice Chairman Ziemer, Members Jeffery Bulin, Natalie Cappetta, Richard DiBernardo, Baker Nimry and Kenneth Wilczak

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

3. APPROVAL OF MINUTES

MINUTES

REGULAR PLANNING & ZONING COMMISSION MEETING OF FEBRUARY 5, 2025

FEBRUARY 5, 2025

Motion by Member Nimry, seconded by Vice Chairman Ziemer to approve the minutes of the February 5, 2025 Regular Planning & Zoning Commission meeting as written.
VOICE VOTE: Motion Carried.

4. UNFINISHED BUSINESS

UNFINISHED
BUSINESS

There was no unfinished business.

5. NEW BUSINESS

NEW BUSINESS

A. 3702 FREDERICK DRIVE – REAR YARD SETBACK VARIATION

3702 FREDERICK DR
REAR YARD
SETBACK

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

John Schiess, 905 Home Ave, Oak Park, IL, architect for the project, presented slides showing the plat of survey, the site plan, current deck and proposed elevations.

He explained that the proposed screened porch would become part of the principal structure and reduce the rear yard setback by approximately 14-feet, but in only one corner of the enclosed porch.

Mr. Schiess stated the variation standards were provided in writing in the case file.

Member Cappetta asked if the HOA approved the request. She revealed she was a resident in the Wendell Woods Subdivision and that the letter provided in the case file from the HOA was dated in July of 2024. Member Cappetta observed this particular project had recently been added to the renovations and therefore was not included in the HOA letter.

Mr. Schiess indicated that renovations began in 2024, and as they progressed, additional desired improvements were made.

Motioned by Member Nimry, seconded by Vice Chairman Ziemer to recommend approval of the setback variation, subject to the following conditions:

1. The proposed development shall be constructed in substantial conformance to the site plan and conceptual building elevations as submitted.
2. Add the condition “Notwithstanding the attached exhibits, the applicant shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived.”

ROLL CALL:

Ayes: 7 – Chairman Iyer, Vice Chairman Ziemer, Members Bulin, Cappetta, DiBernardo, Nimry and Wilczak, Motion carried.
Absent: 2 - Members Hasan and Pontrelli

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

5.

B. 328 WALNUT LANE – FINAL PLAT OF CONSOLIDATION

328 WALNUT LN FP
CONSOLIDATION

Chairman Iyer announced the commencement of the public meeting for the petition.

Dean Galanopoulos, 340 W. Butterfield Road, Elmhurst, IL, attorney representing the homeowners in the sale of their house, explained that when they viewed the plat of survey, they noticed that the house was built on utility easements. It was also discovered that there were two separate parcels numbers on the property. The buyers would like this to be resolved prior to closing.

Motioned by Member Wilczak, seconded by Member Cappetta to recommend approval of the final plat of consolidation, subject to the following conditions:

1. Final engineering review and approval.
2. Recording of the document by Village Staff.



VILLAGE OF
OAK BROOK
Illinois

INDEX

ITEM 5.A
VILLAGE OF OAK BROOK
3702 Frederick Dr – VAR

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D	Variation Standards
E	Notification
F	Subject Property Verification
G	Beneficial Interests
H	Fee Receipt
I	Site Plan & Elevations
J	Neighbor Pictures of Decks
K	Plat of Survey

VILLAGE OF OAK BROOK
Zoning Board of Appeals

STAFF REPORT

DATE: March 12, 2025

CASE NO: 2025-6-ZO-VAR

DESCRIPTION: Zoning variation for rear yard setback

PETITIONER: David and Veronica Northey
3702 Frederick Dr
Oak Brook, IL 60523

ADDRESS/LOCATION: 3702 Frederick Drive

EXISTING ZONING: R-2, Single-Family Residence District

PARCEL SIZE: 44,412 square feet

ZONING/USE OF SURROUNDING PROPERTY:

North: R-2, Single-Family Detached Residence District, single-family homes.

South: R-2, Single-Family Detached Residence District, single-family homes.

East: R-2, Single-Family Detached Residence District, single-family homes.

West: INST, Institutional District, Bronswood Cemetery.

DISCUSSION:

Veronica and David Northey submitted a zoning variation request for the construction of a new screen porch at 3702 Frederick Drive in the Wendel Woods Homeowners Association (HOA). The property is zoned R-2, Single-Family Detached Residence District and is improved with a two-story single-family home.

The homeowner is requesting a zoning variation to Section 13-6B-3.H.3 of the Oak Brook Zoning Ordinance (OBZO) to permit and allow a 14'-3" reduction in the required rear yard setback from 60-feet to 45'-9" for an enclosed porch. The proposed porch is intended to enclose a portion of an existing deck. Decks are permitted accessory structures in the rear yard. The entire screen porch is approximately 267.50 square feet, with 173 square feet within the setback. The property owner is renovating the home on the subject property.

Please see the materials provided by the petitioners in the case file for a more detailed description and the rationale for the requested variation.

**NORTHEY – REAR YARD SETBACK
3702 FREDERICK DR
CASE NO. 2025-6-ZO-VAR**

Staff Comments

Please note the following:

1. The Wendel Woods Resubdivision was approved by the Village Board in 1976, Lot 3 of the Subdivision is 44,412 square feet, and the minimum lot area in the R-2 District is 43,560 square feet (1 Acre).
2. The screen porch project is part of a renovation to a home built in 1974. Building permits have recently been approved for re-roofing (BP-24-553), interior renovation (BP-24-516), and replacing the wood deck (BP-24-845). Earlier Village records of building permit is connection to the Village water in 1983 and kitchen addition in 1998.
3. The rear yard setback variation being proposed is a reduction from 60' to 49'-9", which is a 23.75% reduction to the depth of the rear yard for a length of approximately 14'-3". Reducing the required rear yard setback directly impacts the ability to construct and install accessory structures in the rear yard of the property. The existing deck faces the rear yard and Bronswood cemetery and is surrounded by trees and vegetation.
4. The Lot Coverage, Principal Building Lot Coverage and the Floor Area Ratio (FAR), with the addition of the screened porch, comply with the zoning requirements.
5. The petitioner included within their application three letters of support for the request, two from neighboring properties, and one from the Homeowners Association (HOA).

RESPONSIBILITIES OF HEARING BODY:

The Planning & Zoning Commission has the responsibility to make a recommendation on a request for a variation. Please include in your consideration your findings with respect to the standards specified in the Zoning Ordinance for the requested variation. The materials submitted by the applicant specifically address these standards (see the case file). Those standards are:

“Section 13-14-6 D. Standards:

1. The Planning & Zoning Commission shall not recommend a variation of the provisions of this Title as authorized in this Section unless it shall have made findings of fact based upon the evidence presented to it on the following specific issues that:
 - a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.
 - b. The plight of the owner is due to unique circumstances.
 - c. The variation, if granted, will not alter the essential character of the locality.
2. For the purpose of supplementing the above standards, the Planning & Zoning Commission, in making the determination whether there are practical difficulties or particular hardships, shall also take into consideration the extent to which the following facts, favorable to the applicant, have been established by the evidence that:

**NORTHEY – REAR YARD SETBACK
3702 FREDERICK DR
CASE NO. 2025-6-ZO-VAR**

- a. The particular physical surroundings, shape, or topographical conditions of the specific property involved would bring a particular hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulation were to be carried out.
- b. The condition upon which the petition for variation is based would not be applicable generally to the other property within the same zoning classification.
- c. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.
- d. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood.
- e. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property.
- f. That the alleged difficulty or hardship has not been created by any person presently having an interest in the property.”

CONCLUSION:

Staff has reviewed the petition and the accompanying Findings of Fact and concurs with the request to reduce the required rear yard setback from 60-feet to 45’-9” for the screen porch addition enclosing a portion of the existing deck.

If the Planning & Zoning Commission (P&Z) is of the opinion that the applicant has satisfied the requirements for the requested rear yard variation for the property at 3702 Frederick Drive, an affirmative recommendation should be provided to approve the requested variation in accordance with submitted standards for variation subject to the following conditions:

1. The proposed development shall be constructed in substantial conformance to the site plan and conceptual building elevations as submitted.
2. Add the condition “Notwithstanding the attached exhibits, the applicant shall meet all Village Ordinance requirements at the time of building permit application except as specifically varied or waived.”

However, if you determine that the petitioner has not satisfied the required standards for a variation, the request should be denied and specific commentary should be provided to justify the negative recommendation.

Respectfully Submitted,



Rama Raman
Village Planner

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that a public hearing before the Planning & Zoning Commission of the Village of Oak Brook, DuPage and Cook Counties, Illinois, will be held on Wednesday, April 2, 2025 at 6:30 p.m. in the Samuel E. Dean Board Room of the Butler Government Center, Village of Oak Brook, 1200 Oak Brook Road, (31st Street and Spring Road), Oak Brook, Illinois 60523 for the purpose of considering the application from the petitioner, David Northey seeking a variation from the setback regulations as provided for under Title 13 of the Zoning Ordinance of the Village of Oak Brook, Illinois, Ordinance G-60 as amended.

The petitioner is requesting a variation to allow a reduction in the rear yard setback from 60-feet to approximately 45.9-feet in the Wendel Woods Subdivision.

The property may be generally described as 3702 Frederick Drive, Oak Brook, IL, with the PIN as follows:
PIN: 06-35-401-019

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

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

Netasha Scarpiniti

Village Clerk

Published at the direction of the Corporate Authorities and the Planning & Zoning Commission of the Village of Oak Brook, DuPage and Cook Counties, Illinois.

Published in Daily Herald March 14, 2025 (282130)

CERTIFICATE OF PUBLICATION

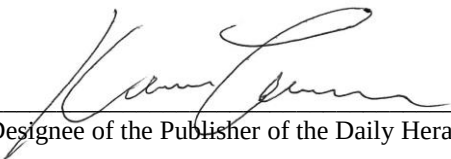
Paddock Publications, Inc.

**DuPage County
Daily Herald**

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

I further certify that the **DuPage County DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 03/14/2025 in said **DuPage County DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY


Designee of the Publisher of the Daily Herald

Control # 282130 *DUPAGE*





VILLAGE OF
OAK BROOK
Illinois

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

March 14, 2025

Dear Resident:

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

MEETING DATE AND INFORMATION:

Planning & Zoning Commission*.....6:30 p.m., Wednesday, April 2, 2025

Board of Trustees Meeting.....7:00 p.m., Tuesday, April 22, 2025***

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

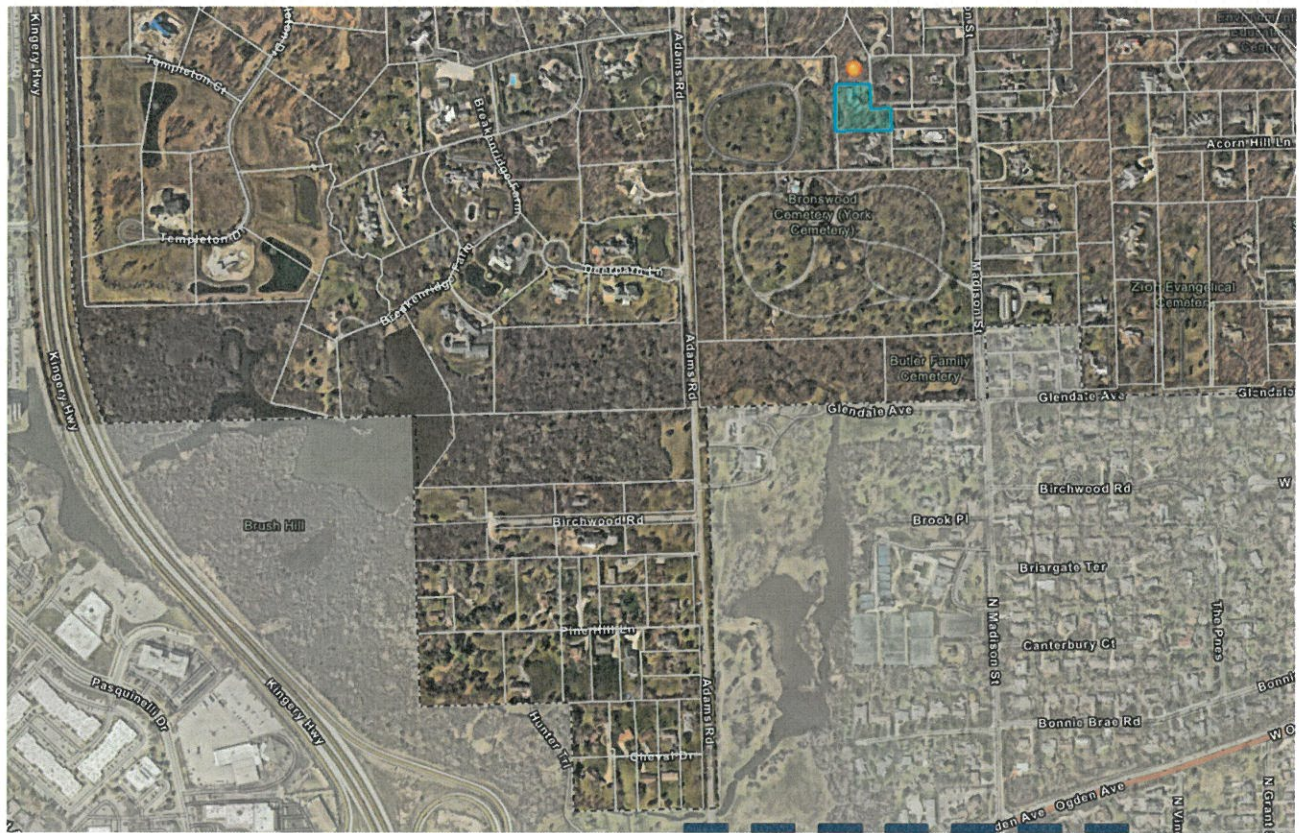
The application has been filed by:	David Northey 3702 Frederick Drive Oak Brook, IL 60523
The property in question is located at:	3702 Frederick Drive Oak Brook, IL 60523
Relationship of applicant to property:	Owner

The petitioner is requesting a variation to allow a reduction in the rear yard setback from 60-feet to approximately 45.9-feet in the Wendel Woods Subdivision.

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

Sincerely,

Rebecca Von Drasek
Development Services Director
RV/cc



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

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

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



ITEM 6.C.1.

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

AGENDA ITEM

Board of Trustees Regular Meeting
of
March 11, 2025

SUBJECT: 3702 Frederick Drive - Rear Yard Setback Variation

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

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

Background/History:

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

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

Recommendation:

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

Attachments:

1. Exhibits

13-6B-3: LOT AREA REQUIREMENTS:

H. Yards: Except as required in subsections B and D under "accessory uses and structures" in section 13-6A-1 of this chapter, yards shall be provided as follows:

3. Rear: Not less than sixty feet (60') in depth.



VILLAGE OF OAK BROOK

1200 OAK BROOK ROAD

OAK BROOK, IL 60523

630-368-5106

PETITION APPLICATION for PUBLIC HEARING

ZONING ORDINANCE:

☐ APPEAL (\$300)

☒ VARIATION (\$750)

☐ AMENDMENT (\$750)

☐ SPECIAL USE (\$750)

☐ CERTIFICATE OF APPROPRIATENESS (\$500)

STORMWATER: ☐ VARIATION (\$750)

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

APPLICANT TO COMPLETE

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

LOCATION OF

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

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

ZONING DISTRICT R-2 ZONING ORDINANCE SECTION 3-6-8-3.4.3 ACTION REQUESTED VARIATION TO REDUCE

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

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

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

ADDRESS 3702 FREDERICK DR CITY OAK BROOK STATE IL ZIP 60523

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

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

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

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

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

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

VJW
Signature of Owner

2/19/25
Date

TRB
Signature of Applicant

2/19/25
Date

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

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

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

PUBLIC HEARING DATES: Planning & Zoning Commission 4/21/25

Board of Trustees 4/22/25

Board of Trustees
(Approval of Ordinance)

SIGNED - VILLAGE CLERK

Natasha Scarpinet
Date 3/4/25

**Northey Home
7302 Frederick Drive**

February 21, 2025

Narrative

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

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

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

We look forward to presenting before you.

WENDEL WOODS HOMEOWNERS ASSOCIATION

C/O MARK CAPPETTA
3612 FREDERICK DR.
OAK BROOK, IL 60523

July 31, 2024

Mr. & Mrs David Northey
3702 Frederick Drive
Oak Brook, IL 60523

and

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

Attn: Building Department

Ladies and Gentlemen:

Please be advised that Wendel Woods Homeowners Association has been informed of the remodeling and construction project at the Northey residence at 3702 Frederick Drive. The Association has no objections to the project at this time as long as it complies with the Village code.

Mr. Northey has further assured the Association that any damages caused to Frederick Dr. or Association property as a result of the construction project will be repaired at his expense.

WENDEL WOODS HOMEOWNERS ASSOCIATION

By: 

President

To the Oak Brook Planning Department

To Whom it May Concern,

Please be advised that I have reviewed the plans for a screened in porch to Dave and Veronica's home at 3702 Frederick Drive in Oak Brook dated 1.31.25.

I am a neighbor living in the home adjacent to theirs.

I do not have any objection to their plans, and hope you will approve their plans.

Thank you,

Name Jacob Lillioja

Address 3616 Frederick Dr

Date 2/19/24

Signature 

To the Oak Brook Planning Department

To Whom it May Concern,

Please be advised that I have reviewed the plans for a screened in porch to Dave and Veronica's home at 3702 Frederick Drive in Oak Brook dated 1.31.25.

I am a neighbor living in the home adjacent to theirs.

I do not have any objection to their plans, and hope you will approve their plans.

Thank you,

Name Kathy Brinati
Address 3618 Frederick Dr.
Date 2/19/25

Signature Kathy Brinati

**Northey Home
7302 Frederick Drive**

February 21, 2025

EXCERPTED FROM THE VILLAGE OF OAK BROOK CODE
TITLE 13, ZONING REGULATIONS, Chapter 14, Section 6
(13-14-6) Variations

(a) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.

While the Applicant and the author of this document, John Conrad Schiess Architect, are not real estate appraisers, as a team the Applicant and author frequently employed the services of real estate appraisers and real estate agents for determining residential values. In this work, it is often a point of detailed discussion regarding a home's value relative to neighboring properties – often called comparable value assessments - COMPS. The skills learned in the practice of real estate development were used in this private venture by the Applicant. It is a fact that both adjoining neighbors to this property are improved with screened in porches. While not solely, this condition led the Applicant to consider improving their home with a screened in porch since they wanted to be improved with similar features to those adjacent homes.

The hardship therefore comes from the fact that, if the proposed variance is not granted, then this property would not yield a reasonable return given the acquisition cost and costs of improvement without the screened in porch.

(b) The plight of the owner is due to unique circumstances.

The Applicant has submitted the property survey that shows the unique configuration of the property boundaries and unique land parcel shape. Additionally, the creek's current path through the subject property also creates critically unique circumstances.

(c) The variation, if granted, will not alter the essential character of the locality.

The Applicant has submitted a Site Plan and Elevations of the proposed screened in porch. These designs and location of the screened in porch are such that it is both in character with surrounding properties and with the original architecture and character of the home at 3702 Frederick drive.

(2) For the purpose of supplementing the above standards, the Zoning Board of Appeals, in making the determination whether there are practical difficulties or particular hardships, shall also take into consideration the extent to which the following facts, favorable to the applicant, have been established by the evidence that:

(a) The particular physical surroundings, shape, or topographical conditions of the specific property involved would bring a particular hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulations were to be carried out.

As mentioned in Standard 1(b), The Applicant has submitted the property survey that shows the unique configuration of the property boundaries and unique land parcel shape. Additionally, the creek's current path through the subject property also creates critically unique circumstances. Moreover, the topographical features of this specific site at the rear of the property were, before the Applicant's purchase of the property, graded and configured so that those features limit the location, size and design of the rear deck area. If the strict regulations were carried out, the screened in porch would not be able to be in a rational place on the property given the design of the existing home.

(b) The condition upon which the petition for variation is based would not be applicable generally to the other property within the same zoning classification.

Given the specific size, shape, configuration and location of the creek and the existing home, it is extremely unlikely (almost physically impossible) that all of these metrics could be duplicated on other property within the same zoning classification.

(c) The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.

The screened in porch as designed is positioned so as not to be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located. Moreover, the design, if approved will be subject to review by building code officials will further support the compliance with public welfare.

(d) The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood.

The proposed screened in porch is located and constructed with materials so that not impair an adequate supply of light and air to adjacent property, substantially increase the danger of fire, or otherwise endanger the public safety

Further, the proposed screened in porch substantially diminish or impair property values within the neighborhood since it is of reasonably good design that is in character with other similar structures.

(e) That the purpose of the variation is not based exclusively upon a desire to make more money out of the property.

The desire of the Applicant and her husband is to enjoy the beautiful views to the rear of their home while staying dry and generally mosquito free. A view from the rear of their home confirms the couple's desire. This is not a money-making venture for them. They simply want to maximize their enjoyment.

(f) That the alleged difficulty or hardship has not been created by any person presently having an interest in the property.

The Applicant purchased the property in May of 2024. The hardship in terms of land configuration, location of the home relative to the property boundaries and the location of the creek preceded their acquisition.

END OF STANDARDS RESPONSES

NAMES OF SURROUNDING PROPERTY OWNERS

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

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

[illegible]

(Attach additional sheets if necessary)



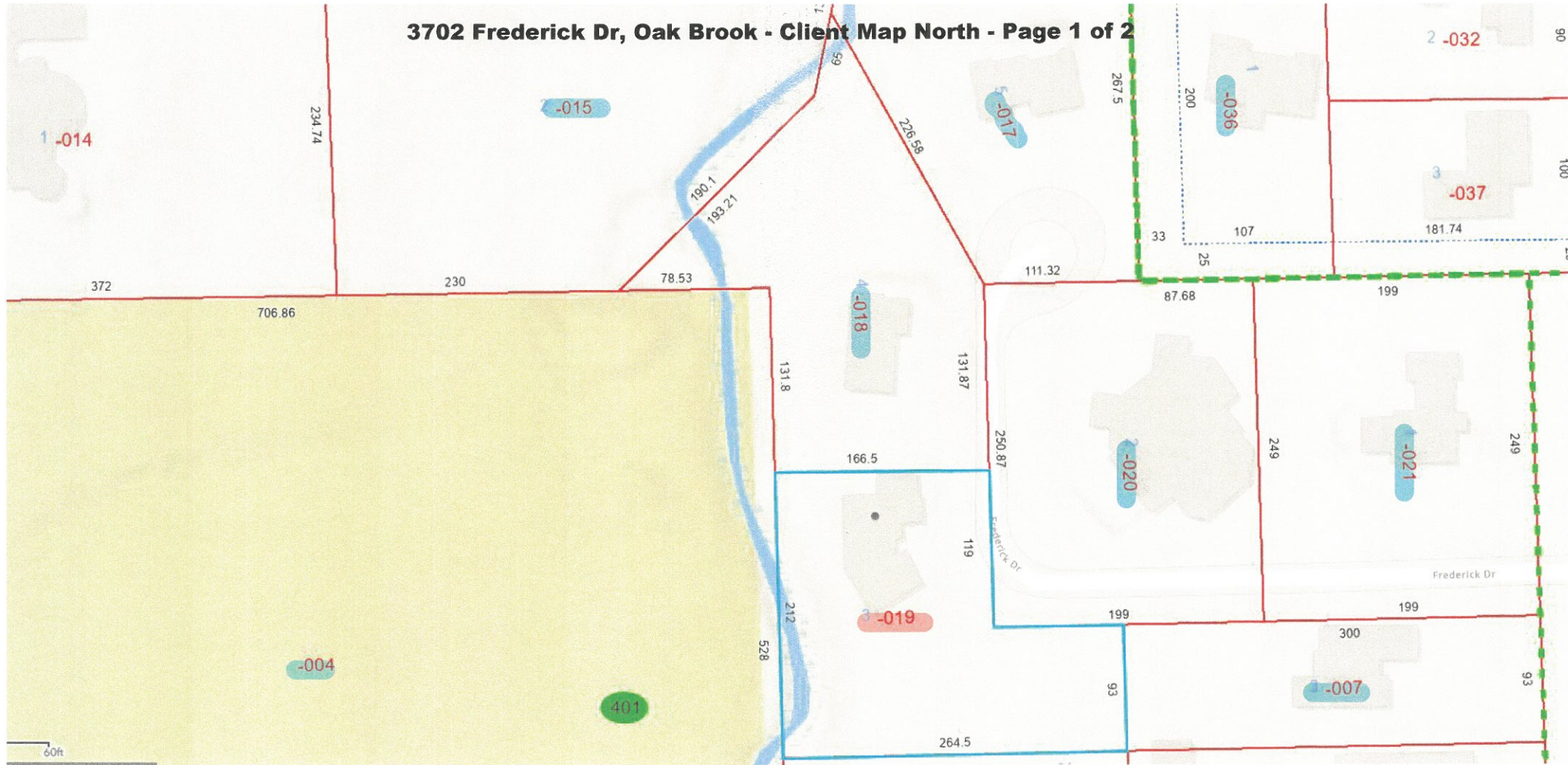
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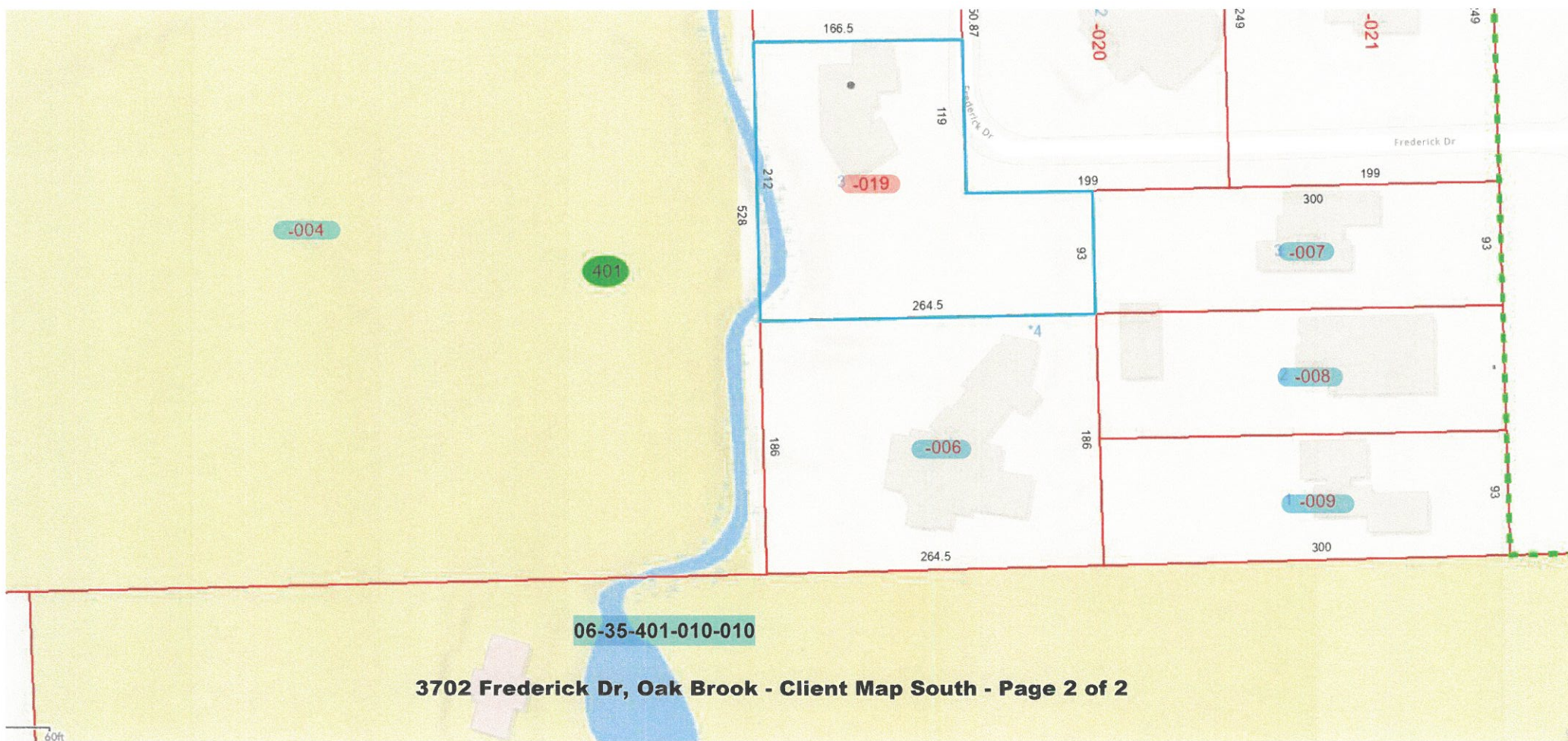
Records Found: 13

1) Tax ID: 06-35-401-004-0000	Owner Name: Address: Sale Amount: Sale Date: Document #:	BRNSWOOD CEMETERY, INC 3805 MADISON ST, OAK BROOK, IL 60523 n/a n/a n/a
2) Tax ID: 06-35-401-006-0000	Owner Name: Address: Sale Amount: Sale Date: Document #:	THE JEANNE B. WITZ TRUST DATED AUGUST 29, 2022, AND ANY AMENDMENTS THERETO , WITZ, JEANNE B 3706 FREDERICK DR, OAK BROOK, IL 60523 \$1,450,000 11/04/2019 2019100892
3) Tax ID: 06-35-401-007-0000	Owner Name: Address: Sale Amount: Sale Date: Document #:	PIELA, JOANNE G , THE JOANNE G. PIELA REVOCABLE TRUST DATED MARCH 30, 2000, AND ANY AMENDMENTS OR RESTATEMENTS THERETO 3700 MADISON ST, OAK BROOK, IL 60523 n/a n/a n/a
4) Tax ID: 06-35-401-008-0000	Owner Name: Address: Sale Amount: Sale Date: Document #:	CARLA L. BROOKS REVOCABLE TRUST DATED JUNE 7, 2021 3704 MADISON ST, OAK BROOK, IL 60523 \$2,450,000 07/26/2021 2021112318
5) Tax ID: 06-35-401-009-0000	Owner Name: Address: Sale Amount: Sale Date: Document #:	OLSSON, ALEXIS B , OLSSON, SUSAN S , THE SUSAN S OLSSON TRUST DATED DECEMBER 18, 2013 3708 MADISON ST, OAK BROOK, IL 60523 \$887,500 09/03/2015 2015098760
6) Tax ID: 06-35-401-010-0000	Owner Name: Address: Sale Amount: Sale Date: Document #:	BRNSWOOD CEMETERY, INC 3805 MADISON ST, OAK BROOK, IL 60523 n/a n/a n/a
7) Tax ID: 06-35-401-015-0000	Owner Name: Address: Sale Amount: Sale Date: Document #:	KAUFMAN, MARK , KAUFMAN, MARY A 3605-15 ADAMS RD, OAKBROOK, IL 60614 \$2,600,000 08/17/2000 2000127892
8) Tax ID: 06-35-401-017-0000	Owner Name: Address: Sale Amount: Sale Date: Document #:	CHICAGO TITLE LAND TRUST SUCESSOR TO LASALLE NAT BK TR #51861 3612 FREDERICK DR, OAK BROOK, IL 60523 n/a n/a n/a
9) Tax ID: 06-35-401-018-0000	Owner Name: Address: Sale Amount: Sale Date: Document #:	LILLIOJA, ALICE JISEUNG , LILLIOJA, JACOB 3616 FEDRICK DR, OAK BROOK, IL 60523 \$1,160,000 10/26/2021 2021156861

10) Tax ID: 06-35-401-019-0000	Owner Name: Address: Sale Amount: Sale Date: Document #:	NORTHEY, VERONICA J , VERONICA J. NORTHEY DECLARATION OF TRUST DATED JUNE 1, 1996 3702 FREDERICK DR, OAK BROOK, IL 60523 \$1,035,007 05/28/2024 2024029194
11) Tax ID: 06-35-401-020-0000	Owner Name: Address: Sale Amount: Sale Date: Document #:	BRINATI, KATHLEEN , BRINATI, MICHAEL J , THE MICHAEL J. BRINATI AND KATHLEEN BRINATI REVOCABLE TRUST DATED JANUARY 12, 2021 3618 FREDRICK DR, OAKBROOK, IL 60521 \$700,000 06/07/1994 1994127126
12) Tax ID: 06-35-401-021-0000	Owner Name: Address: Sale Amount: Sale Date: Document #:	TARSHA, FOUSI , TARSHA, MOUHAMMAD FOUSI , THE FAYE TARSHA 1993 TRUST , THE MOUHAMMAD FOUSI TARSHA TRUST 3620 MADISON ST, OAK BROOK, IL 60521 n/a n/a n/a
13) Tax ID: 06-35-403-036-0000	Owner Name: Address: Sale Amount: Sale Date: Document #:	SARELAS, DENNIS J , SARELAS, ROXEMARIE J 3610 MADISON AV, OAK BROOK, IL \$470,000 04/18/1994 1994089483

3702 Frederick Dr, Oak Brook - Client Map North - Page 1 of 2





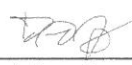
Certification Surrounding Property Owners

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

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

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

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

<u>Trust of Veronica J. Northey</u> Printed Name of Owner	<u>David Northey</u> Printed Name of Applicant
<u></u> Signature of Owner	<u></u> Signature of Applicant
<u>2-19-25</u> Date	<u>2-19-25</u> Date

BILL TO INFORMATION:

<u>David Northey</u> Print Name/Company	<u>David Northey</u> Contact Person	<u>(630) 209-5441</u> Contact Phone
<u>3702 Frederick Dr. Oak Brook IL 60523 United States</u> Address To be Billed		<u>(630) 209-5440</u> Alternate Phone

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

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

- See attached

I verify that the information provided above is accurate.

Relationship to Applicant: _____

Date _____

EXHIBIT "A"

LOT 3 IN WENDEL WOODS RESUBDIVISION, A RESUBDIVISION OF LOT 3 IN WAGNER'S WOODS, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 11, ALSO LOT 4 (EXCEPT THE SOUTH 186 FEET AS MEASURED ON THE WEST LINE AND ON THE EAST LINE OF THE WEST 264.5 FEET OF SAID LOT 4) IN WENDEL WOODS, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JUNE 4, 1976 AS DOCUMENT R76-34909, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3702 Frederick Drive, Oak Brook, IL 60523

PERMANENT INDEX NUMBER: 06-35-401-019

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

765 ILCS 405/1, ET AL (1993)

NAME OF TRUSTEE: VERONICA J. NORTHEY TRUST

PPN #: 06.35.401.019

PROPERTY ADDRESS: 3702 FREDERICK DRIVE - OAK BROOK - IL

NAME & ADDRESS OF BENEFICIARIES:

1. VERONICA J. NORTHEY -

2. _____

3. _____

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

STATE OF ILLINOIS)

COUNTY OF DUPAGE)

SS

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

V. Northey
Signature

Subscribed and sworn to before me this 21st day

of February, 2025.

(SEAL)

Monica Rainey
Notary Public

MONICA RAINEY
Official Seal
Notary Public - State of Illinois
My Commission Expires Jul 6, 2026

Please Deposit Check in: Zoning Account 10-4302

For:

3702 Frederick Dr - Setback VAR

NOTE: 2 check(s) – Total **\$ 800**

Variations Application **\$750**

Public Hearing Signs (1) **\$50**

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

MISCELLANEOUS PAYMENT RECPT#: 763980
DATE: 02/21/25 TIME: 15:42:17
CLERK: jwozniak DEPT:
CUSTOMER#:

COMMENT: 3702 FREDERICK DR-SE

REVENUE:

1	10	43020	800.00
ZONING/SUBDIV APPLICATION			
ZONING/SUBDIVISION			

CASH:

99	1105	800.00
CASH -PLD		

AMOUNT PAID: 800.00

PAID BY: GORDON JONES, LLC
PAYMENT METH: MULTIPLE

METH: CH CHECK/REF: 1473

QTY: 1 ADD'L REF: GORDON JONES, LLC

AMT: 750.00

METH: CH CHECK/REF: 1474

QTY: 1 ADD'L REF: GORDON JONES, LLC

AMT: 50.00

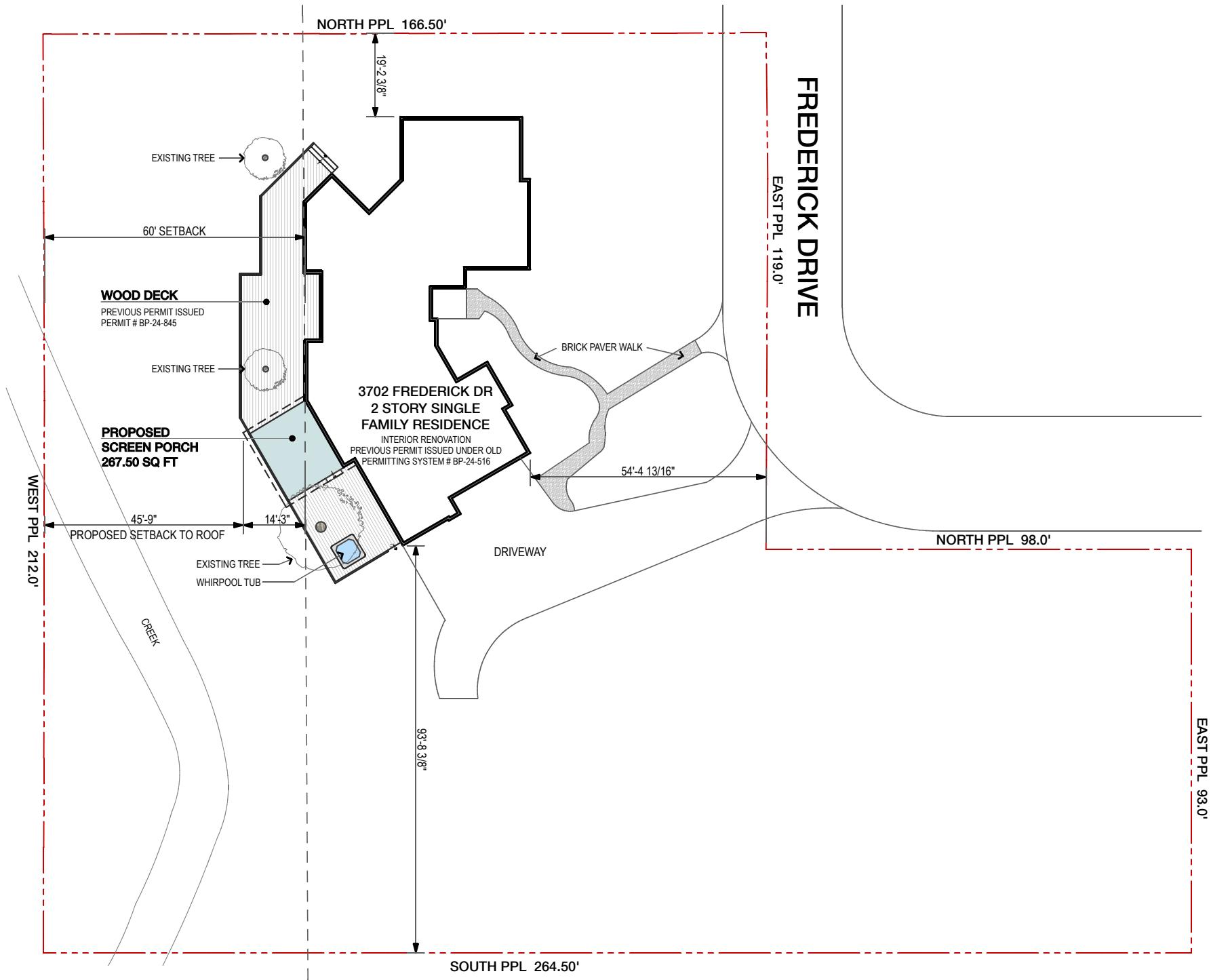
REFERENCE: GORDON JONES

AMT TENDERED: 800.00

AMT APPLIED: 800.00

CHANGE: .00

H



SITE PLAN

Scale: 1" = 30'-0"

ZONING DISTRICT: R2 SINGLE FAMILY DETACHED RESIDENCE DISTRICT

BUILDING DATA

BUILDING AREA	3,421 SQ FT
DRIVEWAY + WALK	2,070 SQ FT (IMPERVIOUS)
BRICK PAVERED WALK	306 SQ FT (PERVIOUS)
OPEN WOOD DECK	1,212.5 SQ FT (PERVIOUS)
NEW SCREEN PORCH	267.50 SQ FT

ZONING ANALYSIS:

	R-2 DISTRICT	PROPOSED
MINIMUM LOT AREA	43,530 SQ FT (1 ACRE)	44,412 SQ FT (1.02 ACRE)
MINIMUM LOT WIDTH	150'-0"	212'-0"
MAXIMUM STRUCTURE HEIGHT	45'-0"	20'-0"
MAXIMUM PRINCIPAL BUILDING LOT COVERAGE	0.20 (8,882.4 SF)	0.08 (3,421SF (BUILDING) + 267.50 (ENCLOSED PORCH) = 3,688.5 SQ FT)
MAXIMUM LOT COVERAGE	0.375 (16,654.5 SF)	0.13 (3,688.5 SF (BUILDING) + 2,070 SF (DRIVEWAY + WALK) = 5,758.5 SF)
MAXIMUM FAR	0.4	0.1
		BASEMENT _____ 1,097 SQ FT
		1ST FLOOR _____ 2,324 SQ FT
		2ND FLOOR _____ 1,085 SQ FT
		NEW SCREEN PORCH _____ 267.50 SQ FT
		TOTAL _____ 4,773.5 SQ FT
FRONT YARD SETBACK	40'-0"	54'-3 13/16"
INTERIOR SIDE YARD SETBACK	18' or 23' *	NORTH _____ 19' - 2 3/8"
		SOUTH _____ 93' - 8 3/8"
REAR YARD SETBACK	60'-0"	45'-9" (14'-3" REDUCTION)



VIEW LOOKING NORTH OF EXISTING WOOD DECK



VIEW LOOKING SOUTH OF EXISTING WOOD DECK



John Conrad Schiess

Architect + LEED AP

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

architecture +

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

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

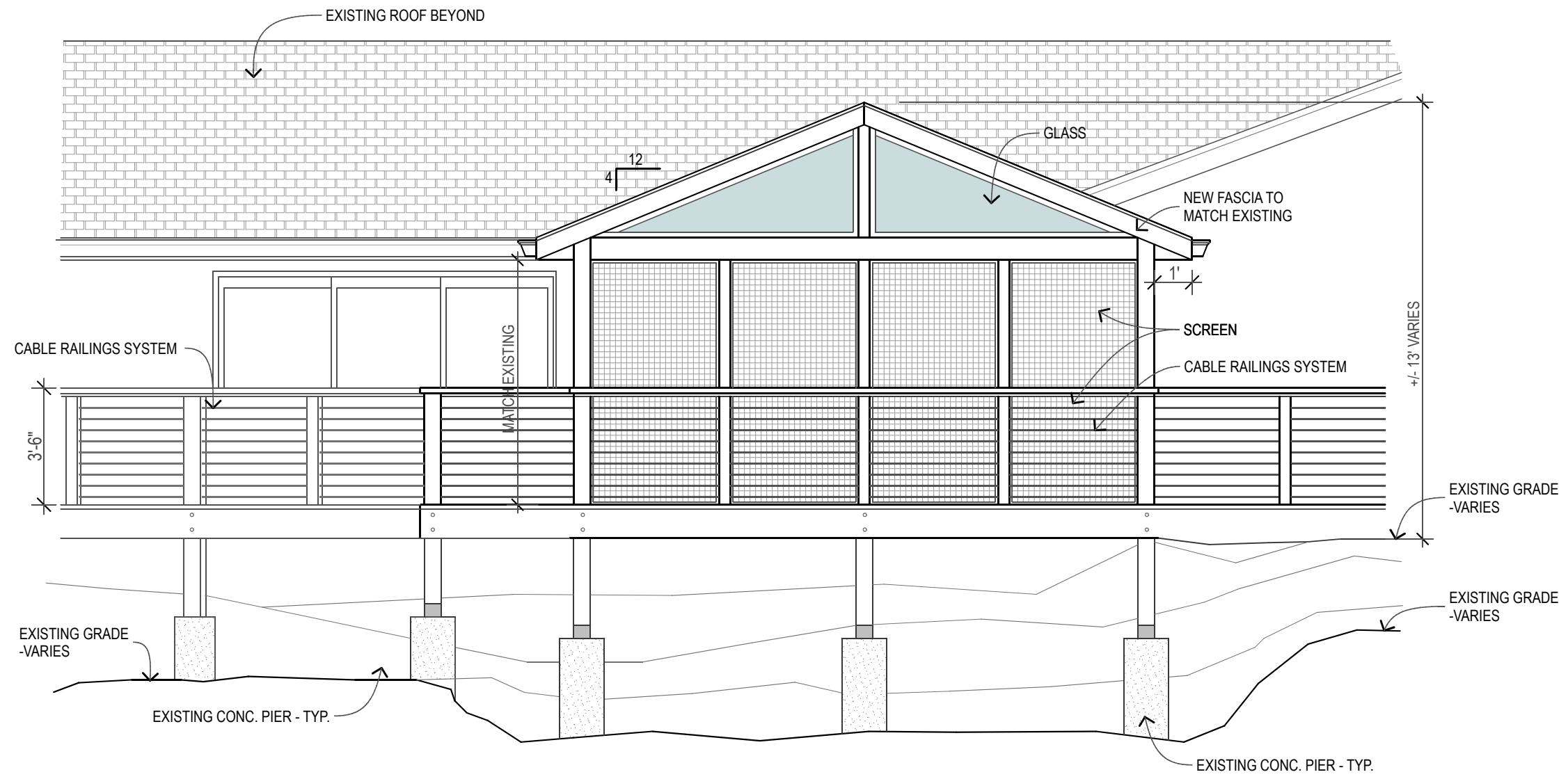
**PROPOSED
SCREEN PORCH**

3702 Frederick Dr
Oak Brook, Illinois

Sheet Title
site plan

SK1

Sheet No.



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



John Conrad Schiess
Architect + LEED AP
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tel. 708.366.1500
john@jcsarchitect.com

architecture +

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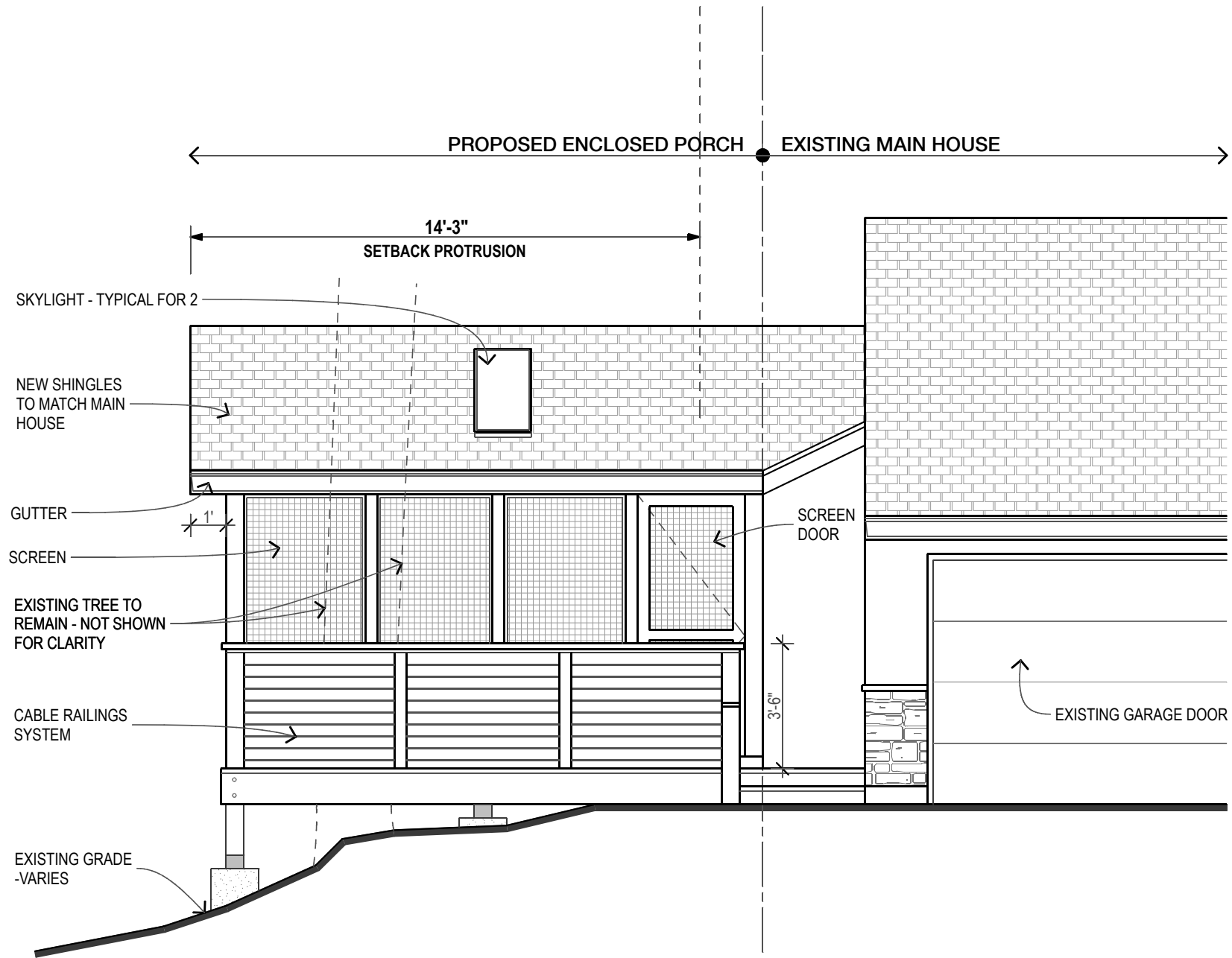
VARIATION	02/21/2025
REVIEW	01/31/2025
Issue for:	Date

**PROPOSED
SCREEN PORCH**
3702 Frederick Dr
Oak Brook, Illinois

Sheet Title
elevation

SK2

Sheet No.



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



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Architect + LEED AP

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architecture +

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**PROPOSED
SCREEN PORCH**
3702 Frederick Dr
Oak Brook, Illinois

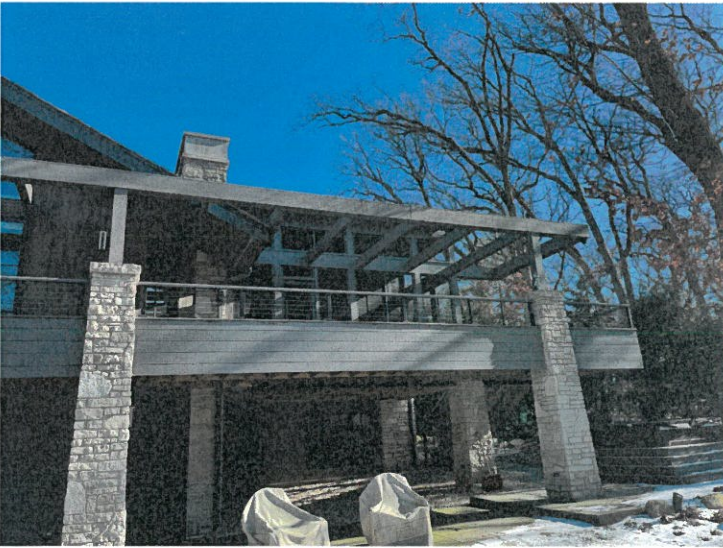
Sheet Title
elevation

SK3

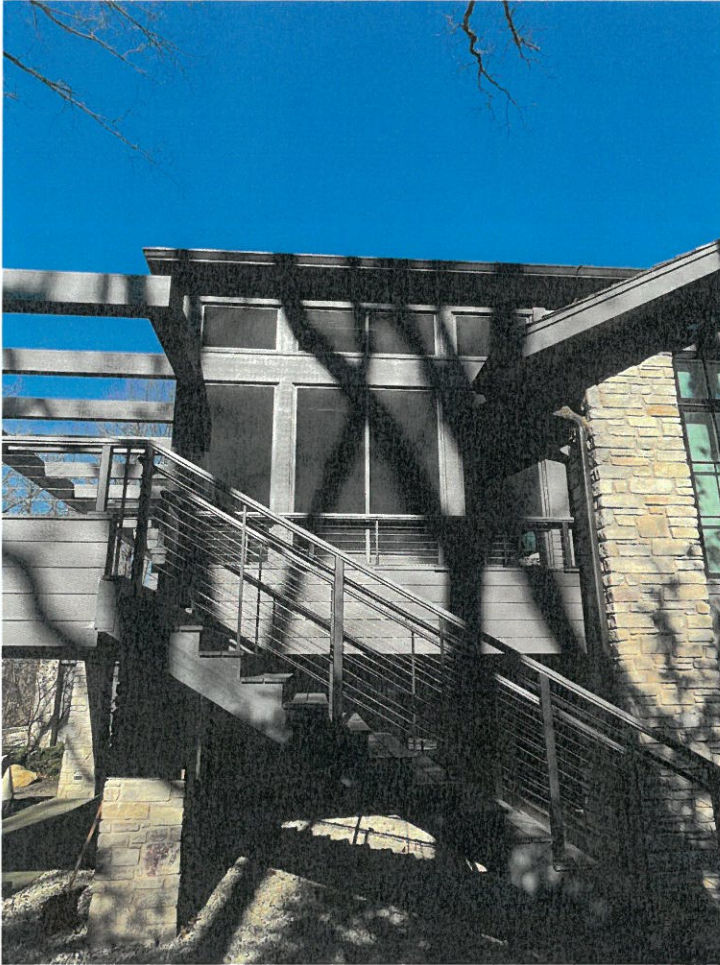
Sheet No.



3616 Frederick Drive
Neighbor to the North



3706
~~3616~~ Frederick Drive
Neighbor to the South



3706
~~3016~~ Frederick Drive
Neighbor to the South

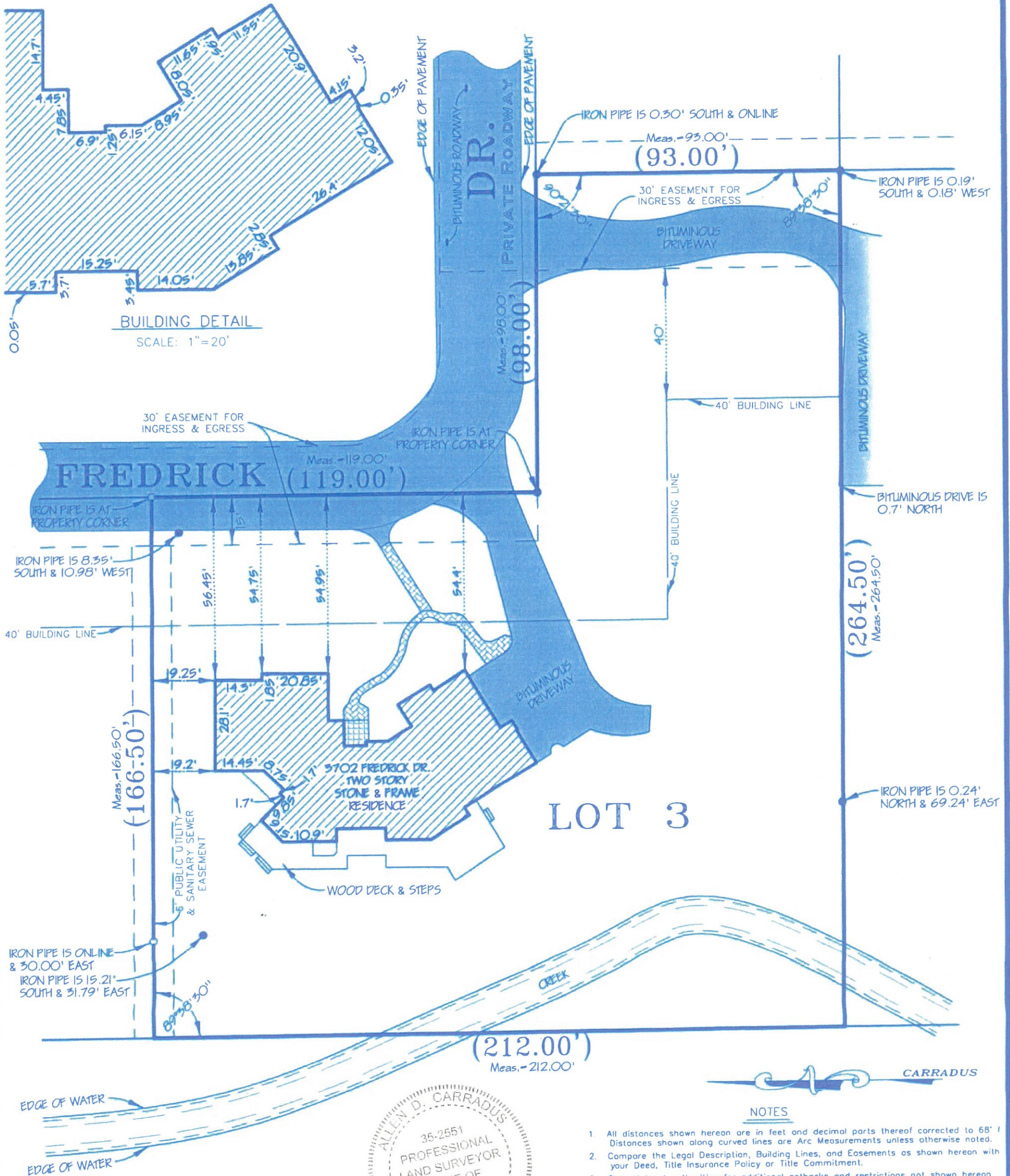
LEGEND

- Monumentation Found
- Monumentation Set (IRLS 35-2551)
- (50') Record Dimension
- X- Fence Line

PLAT OF SURVEY

LOT 3 IN WENDEL WOODS RESUBDIVISION, A RESUBDIVISION OF LOT 3 IN WAGNER'S WOODS, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 11, ALSO LOT 4 (EXCEPT THE SOUTH 186 FEET AS MEASURED ON THE WEST LINE AND ON THE EAST LINE OF THE WEST 264.5 FEET OF SAID LOT 4) IN WENDEL WOODS, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JUNE 4, 1976, AS DOCUMENT R76-34909, IN DUPAGE COUNTY, ILLINOIS.

AREA OF SITE= 44,412 SQ. FT.



LOT 3



NOTES

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

STATE OF ILLINOIS) ss
COUNTY OF DU PAGE)

THIS IS TO CERTIFY THAT I, ALLEN D. CARRADUS, A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF ILLINOIS, HAVE SURVEYED THE PROPERTY AS DESCRIBED HEREON AND THAT THE ANNEXED PLAT IS A CORRECT AND TRUE REPRESENTATION THEREOF, AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

SIGNED AND SEALED AT CAROL STREAM, ILLINOIS THIS 17th DAY OF August, A.D. 2023
BY *Allen D. Carradus* ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-2551.
MY LICENSE EXPIRES NOVEMBER 30, 2024.

CARRADUS LAND SURVEY, INC.

Residential & Commercial Land Surveying Services
191 S. Gary Ave. Suite 180, Carol Stream, Illinois 60188
(630) 588-0416 (Fax) 653-7682 carradus_survey@yahoo.com

PREPARED FOR: KOSTAS CIOS
DRAWN BY: JW DATE OF FIELD WORK: 08/17/23 SCALE: 1" = 30' FLD. BK. - PAGE: 48-00 PROJECT NO.: 39067