



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

Special Meeting
Wednesday, July 23, 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. Branding & Aesthetic Presentation by Civiltech
- B. Burton Design – Preliminary Board Review of a Planned Development for 714 Enterprise Drive

4. PUBLIC COMMENTS

5. APPROVAL OF MINUTES

- A. Regular Board of Trustees Meeting Minutes of May 27, 2025
- B. Regular Board of Trustees Meeting Minutes of June 10, 2025
- C. Regular Executive Meeting Minutes of May 27, 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: June 25, 2025 - \$1,035,281.71
July 2, 2025 - \$657,663.05
July 17, 2025 - \$2,085,881.12

1. LEGAL SERVICES:

- a) Ottosen, DiNolfo, Hasenbalg & Castaldo, Ltd. - Legal Services - May 2025 - \$39,101.09 (FY25 YTD - \$145,752.20)
- b) Lamp Law LLC - Legal Services - May 2025 - \$3,333.33 and June 2025 - \$3,333.33 (FY25 YTD - \$19,999.98)

- c) Clark Baird Smith LLP - Legal Services - May 2025 - \$284.00 and June 2025 - \$1,491.00 (FY25 YTD - \$3,365.00)

TOTAL LEGAL BUDGET FOR 2025 IS \$325,287.96

TOTAL LEGAL BILLS PAID FOR 2025 - YTD - \$190,914.68

2. DuPage Water Commission - May and June 2025 - \$495,633.20 and \$620,837.80
3. Al Warren Oil Co., Inc. - Unleaded Gasoline, Invoice #W1753364 - \$21,408.40
4. DU-COMM - FY25 Quarterly Dues, Invoice #19556 - \$37,876.75
5. HFS Bureau of Fiscal Operations - Ground Emergency Management Transportation Program Refund Quarters 3 & 4 of 2024 and Quarter 1 of 2025 - \$262,783.23
6. BCI Entertainment - Taste of Oak Brook Drone Show, Invoice #70320250077 - \$24,750.00
7. Federal Signal Corporation - Outdoor Warning Siren System Replacement, Invoice #8935892 - \$20,674.00
8. Cerniglia Co - Woodside/Forest Glen Watermain Improvements, Pay Application #1 - \$836,345.25
9. Chicagoland Pool Management - 2025 Pool Management Services, Invoice #257015PM - \$42,985.00
10. Axon Enterprise Inc - Report Management System, Invoice #INUS355115 - \$85,620.00
11. Briarwood Lakes Community Association - Asphalt Reimbursement - \$43,095.00
12. BCBS IL - Health Care Services - July 2025 - \$236,745.99
13. Chic Chef Catering - June 16 through June 30 Poolside Payout - \$30,522.30

- B. Approval of Payroll Paydate: June 12, 2025 - \$993,402.79
June 26, 2025 - \$981,477.77
July 10, 2025 - \$1,013,251.88

- C. Village of Oak Brook – Monthly Financial Reports - May 2025

- D. Village of Oak Brook – Monthly Financial Reports June 2025

7. ITEMS REMOVED FROM CONSENT AGENDA

8. BOARDS AND COMMISSION RECOMMENDATION

9. ACTIVE BUSINESS

A. Ordinances & Resolutions

1. Ordinance S-1724, An Ordinance Approving Preliminary Design for Licensee Food, Beverage, and Banquet Facilities Renovations and Expansion As Well As Public Pool, Tennis and Office Renovations at The Oak Brook Bath and Tennis Clubhouse, and Adopting a Future Process to Coordinate Village Approval of Final Design In Substantial Conformity With the Approved Preliminary Design, and Amendments to the

Licensee Agreement to Operate the Food, Beverage, and Banquet Facilities Upon Completion of Construction of the Final Design as Approved By the Village

2. Resolution R-2308, A Resolution Authorizing and Approving the Execution of a Purchase Order to Nobletech, LLC, for the Purchase of a Microsoft 365 NCE RFQ GCC License For FY25
3. Ordinance G-1274, An Ordinance Amending the Village of Oak Brook Code of Ordinances, As Amended, Title 4, Chapter 1, Section 8A to Decrease the Number of Authorized Class A-1 Liquor Licenses By Two to Forty-Two for NAANSENSE and Blackberry Market
NAANSENSE 1715W 22nd St., Oak Brook, IL
Blackberry Market 1600 16th St., Suite 1A, Oak Brook, IL
4. Resolution R-2309, A Resolution Approving the Waiver of Competitive Bidding and Authorizing the Purchase of Deicer Salt from Compass Minerals

- B. Trustee Initiative: Ordinance calling a special election to be held in and for the Village of Oak Brook, DuPage and Cook Counties, Illinois, on Tuesday, March 17, 2026, to determine the following public policy question pursuant to 10 ILCS 5/28-1 et seq: Shall the Village of Oak Brook, DuPage and Cook County, enter into [the Addendum] between the Village and [Chic Chef Catering, Inc.] substantially as posted on the Village website. Said Addendum is available for public review at the Village Clerk's Office, 1200 Oak Brook Road, during regular business hours.

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 litigation probable or imminent or pending against, affecting, or on behalf of the Village. Pursuant to 2(C)(21), 2(C)(11) 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.

OAK BROOK BRANDING & AESTHETICS

SUMMARY

Village of Oak Brook
July 23, 2025



The CivilTech logo is a stylized white graphic consisting of a curved line that forms a partial 'C' shape, positioned above the word "CIVILTECH" in a white, sans-serif, uppercase font. The entire logo is set against a solid teal background.



Project Locations and scope



 Detention Area

 Proposed Monument Location

 Viaduct

 Median



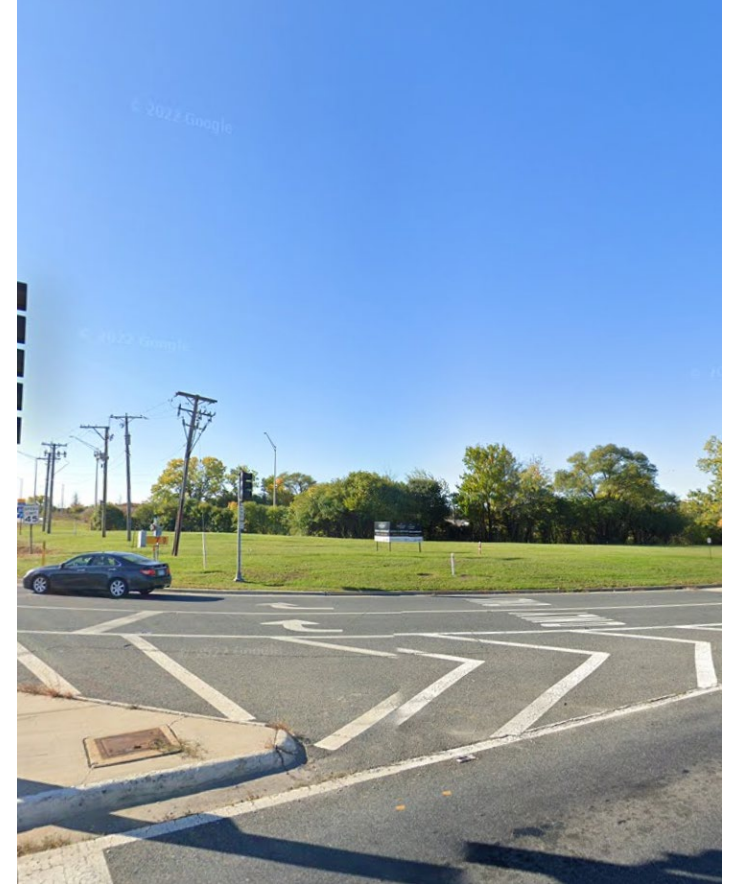
Existing Conditions



Detention basin



Concrete median on Kingery Highway



Southwest corner of Kingery Highway & W 22nd St



Existing Conditions



Northwest corner of York Rd &
W 22nd St



Existing village sign



View underneath viaduct



Design Family 1

Monument

- Natural stone veneer with an internally illuminated metal cabinet

Viaduct

- Concrete form liner wall veneer with back lit laser cut metal panels and overhead lights.

Preferred Alternative



Design Family 2

Monuments

- Natural stone veneer wall with metal accent lattice with internally illuminated lettering

Viaduct

- Natural stone veneer façade with abstract trees made of metal panels and lighting over the pedestrian walkway



Design Family 3

Monuments

- Precast concrete terraced walls with freestanding letters lit by a spotlight and weathered steel leaves accenting the landscaping

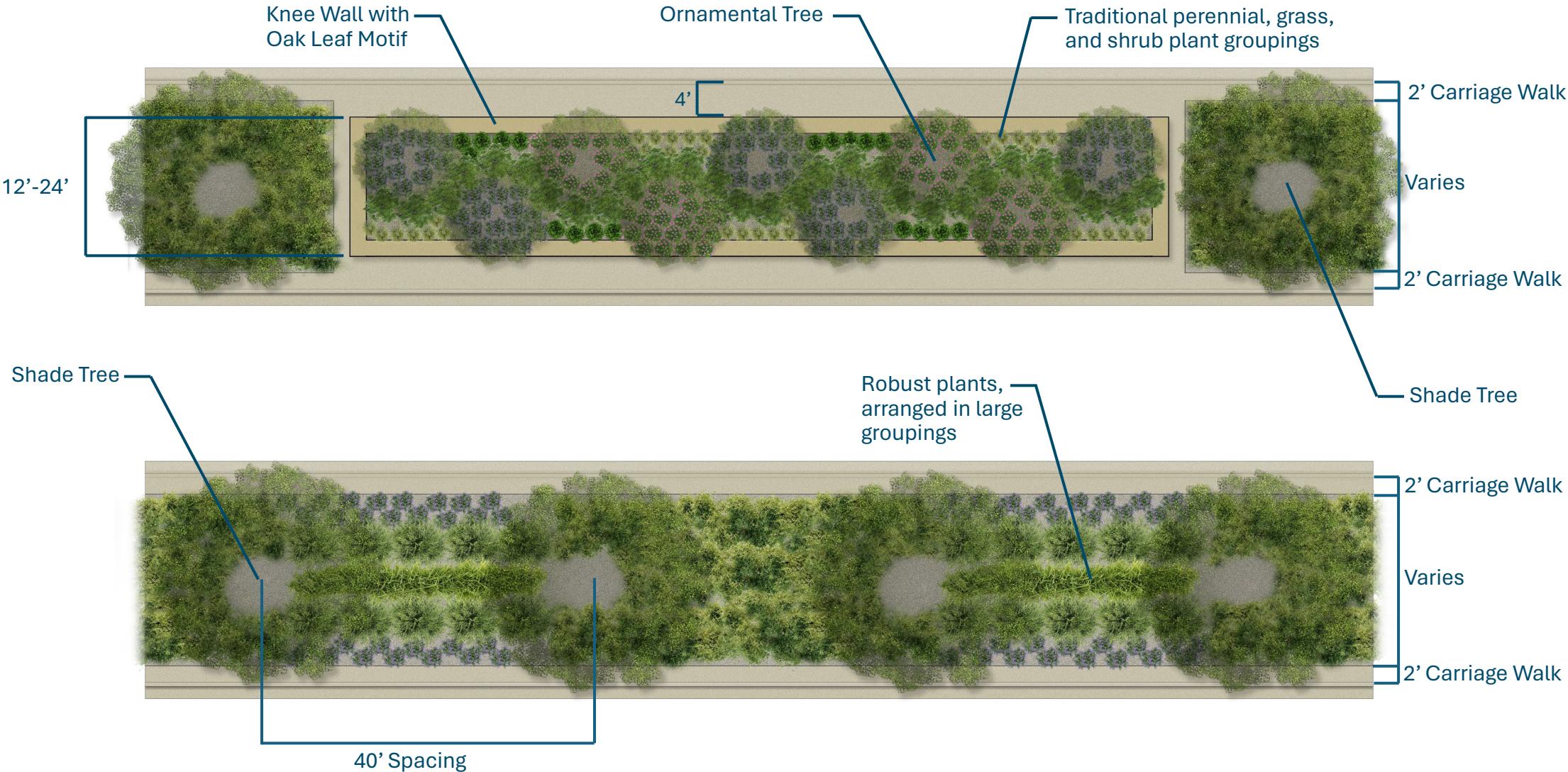
Viaduct

- Precast concrete veneer wall with LED strip lighting and weathered steel oak leaves

Preferred Alternative

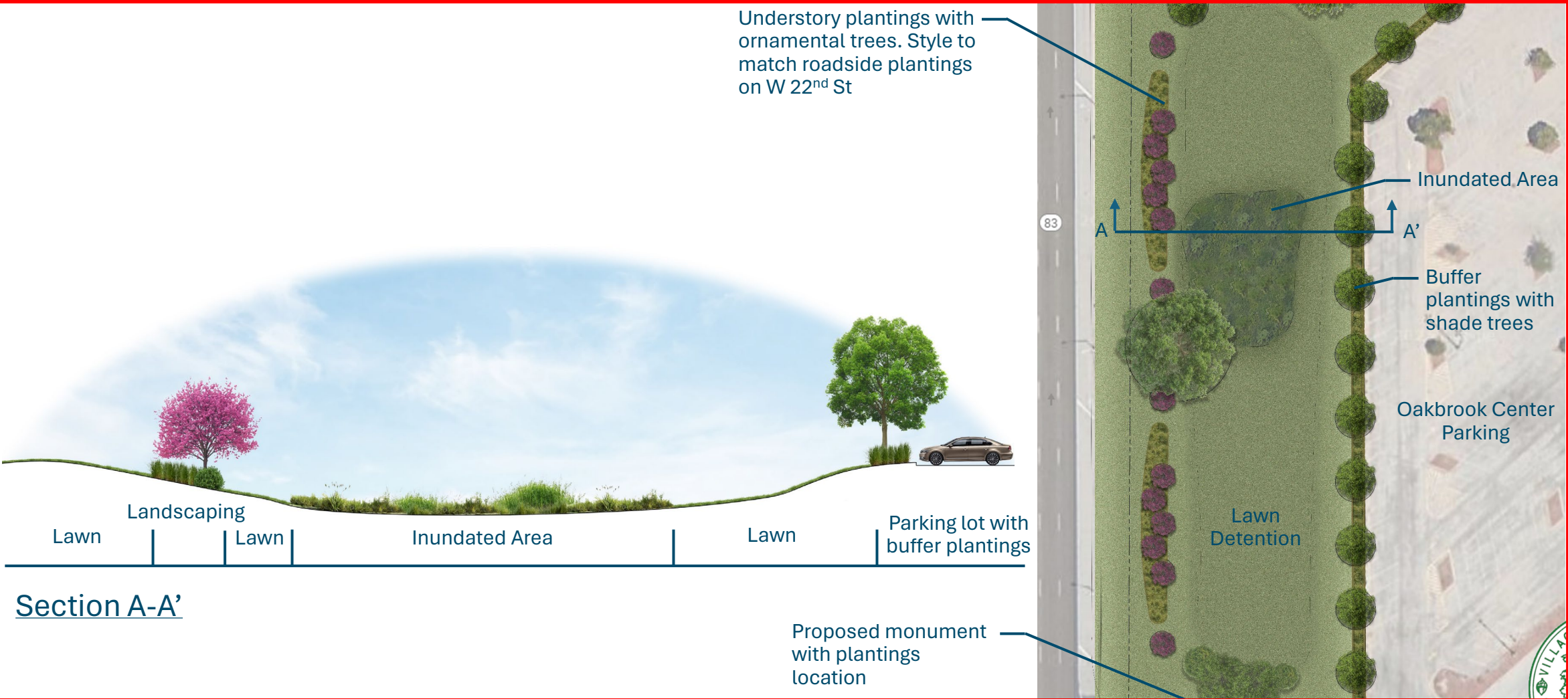


Median Plantings

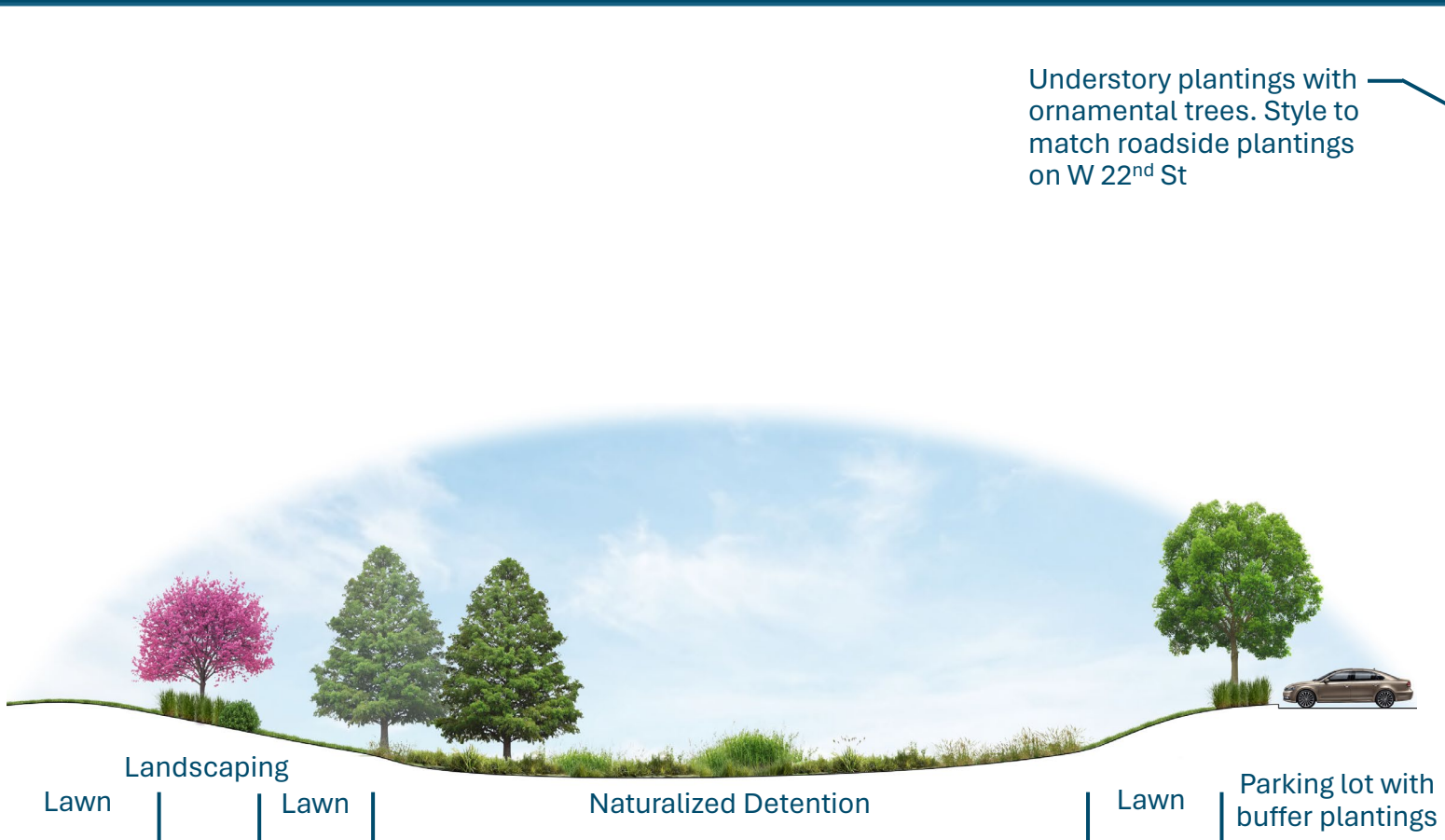


Detention Area Plantings- Lawn

Preferred Alternative



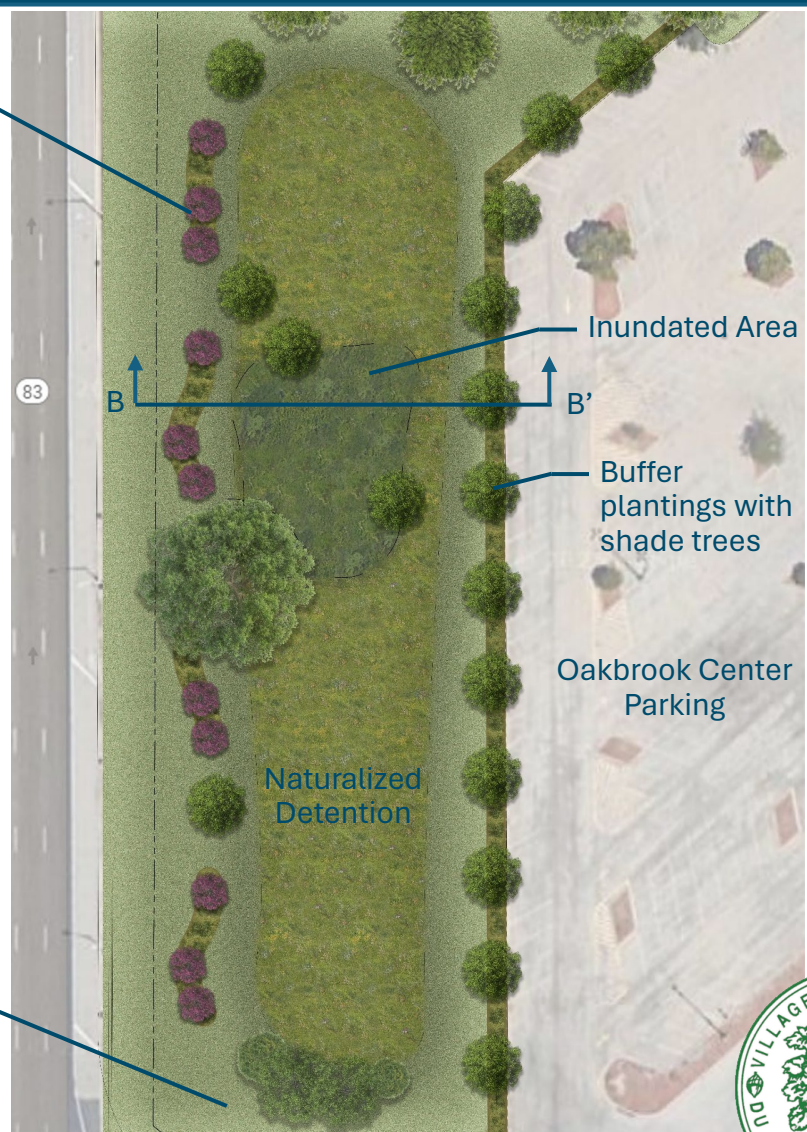
Detention Area Plantings- Naturalized



Section B-B'

Understory plantings with ornamental trees. Style to match roadside plantings on W 22nd St

Proposed monument with plantings location



Public Meeting Comments

Comment 1:

-Alternate 1 would be my first choice for the monuments and viaduct:

Monuments - I like the style and minimal landscape to support the look.

Viaduct - NO COLOR Changing lights please. Too distracting for drivers and circus looking.

-Medians on York Rd. and Rt. 83:

I hope you will be able to use the existing trees on York Road. They are finally coming into their own and look good. Do not throw them away.

Find another place to use them if they are going to be removed. I can think of several areas in the Village to plant them.

Please be sure to pre-weed treat all areas for easy maintenance. This is the major planting issue with all public areas - weeds & maintenance.

The other medians 22nd street were beautiful when first planted and now have some areas that are looking awful.

-Detention Area:

Once again, screening and maintenance are my suggested priorities. The area is limited to what you can do.

Comment 2:

I'd like to provide my feedback for the monuments and underpass. **I like the monument designs of Alternate 1.**

For the underpass, I like a combination of them- I love the trees in alternate 2 and I love the round laser cut medallion in alternate 1. In alternate 3, I love the leaves. It would be nice to see a combination of them together? I think the lighting on the wall in alternate 3 could be a little too much? Best to keep it classy! Having OAK BROOK on the wall is great but it should also be across the top.

Comment 3:

Thanks for sharing the renderings with the residents and allowing us to share our input.

My vote is for Alternate No.1 Monuments, followed by the Viaduct design from Alternate 2. The natural stone veneer wall looks more appealing than concrete form liner wall. If possible, could the lighting be changed in Alternate 2? If so, the lighting from Alternate 1 would be better than overhead lights currently in Alternate 2. With regards to the **Detention Basin Landscaping, I like the Lawn Detention option.**

What is going to happen to the existing Oak Brook Village sign at York and 22nd Street? Could that sign be used elsewhere? Curious, why is there no signs for Midwest Road and 22nd Street?

Comment 4:

My preferences:

Monuments – Alternate 1

Viaduct – Alternate 2 – but lights should only change for the season or for a holiday, not constantly changing. Don't want it to look like the United Airlines underground at O'Hare

Median – alternate with knee wall

Detention area – Lawn

Comment 5:

My vote is for option 1 WITHOUT color changing lights that are tacky, use white lights and NO panels calling out cultural locations. Less is more.

Comment 6:

-Really like Alt.3 Major & Pillar...natural is great!

-Would like to **combine Alt 3 Viaduct w/ Alt2** (remove swirls in Alt 3, leaves remain and add OB sign from Alt 2)

-Would avoid trendy and too much concrete

-Detention Basin... **prefer natural detention** w/ minor maintenance



Public Meeting Comments

Comment 7:

• **I like Alternate 1 the best for the Monuments and Viaduct.**

• Is it possible to have the Viaduct panels be some kind of hi-res electronic display in order to provide flexibility in what is shown from a content and aesthetics perspective?

• If the Viaduct panels are not feasible, I think having tree images similar to Alternate 2 would be good.

• Using solar panels for electrical power would be very cool if economically and aesthetically feasible.

• Do not use Alternate 3, it looks too much like what Lisle did.

• I think the monuments should include a Tree City sign.

• For the detention basin, **I prefer the Naturalized Detention option.** The Lawn Detention option is boring and probably more expensive to maintain.

• For all plantings, do not use plants listed as “Do not plant” by the Morton Arboretum. Edward Tiesenga did some excellent work on new Planting Design and Preservation Criteria for the Zoning Ordinance. You may want to chat with him on his thoughts on the plantings. Also, The Conservation Foundation has a Conservation@Work program that could be provide guidance/consulting on environmentally sound landscaping.

Comment 8:

Thank you for providing us with the opportunity to offer feedback on plans for new branding for our Village. I reviewed the proposed improvements posted on Local Oak Brook and have a few comments.

I believe Alternate 1 is the best of the three options for the monuments. It showcases our Village logo in a prominent spot and looks fitting for a stately village such as ours. I would suggest the name Oak Brook not run off so far to the right, however, as it looks a little awkward. I would also suggest not using a pillar at the third location but use the same major identifier at all four locations. The pillar doesn’t provide much visual weight.

The Alternate 1 option for the Viaduct is excellent. It offers a summary of some of our village highlights, while also incorporating our Village logo. It would provide a beautiful and interesting look to the viaduct. Alternate 3 is too close to what they have at the Morton Arboretum and Alternate 2 is not visually captivating at all.

The plans for the medians and detention basin look good and will upgrade the current landscape.

I appreciate being able to provide input into our Village branding and look forward to seeing the beautiful results. Feel free to reach out with any additional questions.

Comment 9:

- **Alt 1 monument** sign & pillar
Viaduct- Alt 3

- Detention area – **Naturalized detention**

- Median improvements with perennial planting

Comment 10:

- Does not like the advertising

- **Likes theme 3** – represents Oak Brook

- landscaped medians...like Jorie/McDonalds – private maintenance

- Random plantings, not a soldier rows... easier to maintain & replace

- Love the route 83 median planting w/ aesthetics, raised flower beds

- Big berm @ NEC of 22nd/83 mall maintained 3 season planting... flower mound *not native planting... top manicured planting beds not like Good Samaritan Hospital



Preferred Alternative

Summary:

Based on comments from community members and discussion during the public meeting on June 4, 2025, the preferred designs are as follows:

- **Monument: Alternative 1**
- **Viaduct: Alternative 3**
- **Detention: Lawn**

* Materials may be altered to provide a more cohesive design between the monuments and viaduct

The lighting designs received many comments. The village will have the ability to change the color of the lights to coincide with events or holidays. The lights will not change sporadically; they will be changed as a singular color for a specific duration of time. For example, the lights can be changed from the standard white light to blue for the Fourth of July.



Summary of Costs

83rd Median (including new cut for left turn):	\$2.0M
York Median North of 22nd:	\$240K
York Median South of 22nd:	\$900K
Identifier Option 1 (3 monument locations + 1 pillar location) with landscaping:	\$1.7M
Viaduct Option 3:	\$1.8M
Detention (naturalized option):	\$95K





ITEM 3.B.

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

AGENDA ITEM

Board of Trustees Special Meeting
of
July 23, 2025

SUBJECT: Burton Design – Preliminary Board Review of a Planned Development for 714 Enterprise Drive

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: Provide comments, suggestions, and recommendations to Burton Design regarding the proposed operation of an event venue at 714 Enterprise Drive within the ORA-1 District.

The Preliminary Board Review is outlined in the Planned Development regulations and is an important step in providing an applicant with early feedback on a project proposal (see Section 13-15-5).

Background/History:

Burton Design, with the consent of the property owner, proposes to operate a small-scale event venue at 714 Enterprise Drive. Currently, Burton Design operates an interior design studio in the recently renovated interior space. The request is to host private events with the expected capacity of 30-40 guests in the evenings and weekends.

Staff Comments:

1. A Planned Development is required for this proposal. The intent and purpose of the planned development regulations is to provide an alternate zoning procedure under which land can be developed or redeveloped with innovation, imagination, and creative architectural design when sufficiently justified under the provisions of this chapter. The objective of the planned development is to encourage a higher level of design and amenity than is possible to achieve under standard zoning regulations.
2. The subject property is currently zoned ORA-1 Office, Research, and Assembly District. Banquet facilities or event venues are not listed as a Permitted or Special Use in the ORA-1 District. Banquet and event venues are listed as a Permitted Use within the B-2, Regional

Shopping Center District.

3. The use is not specifically listed in any other district. However, historically banquet facilities have been permitted as an accessory use within the CR, Conservation Recreation District and the commercial districts, which permit hotels.
4. If a Planned Development were approved for this use, an Occupancy Permit will be required prior to holding events.
5. The property is not located in either the regulatory floodway or regulatory floodplain and any development proposal shall comply with the Village's adopted stormwater ordinance requirements.
6. A separate neighborhood meeting will not be required as part of the outreach for this project. The neighborhood meeting is an optional element of the Planned Development process (13-15-5.B.1d).

Please see the project presentation slides provided by the applicant for additional information and background.

Recommendation:

Staff requests the Village Board discuss the business concept and provide the applicant with direction as to if the land use is appropriate in this location. Please provide comments, suggestions, and recommendations to the applicant concerning the proposed land use and the proposed location.

If the applicant decides to move forward with the project, the next step in the process is a *Prefiling Review and Transmittal of Application* in accordance with Section 13-15-5(B) of the Planned Development regulations.

Attachments:

1. Exhibits for Preliminary Board Review



To whom it may concern,

July 15, 2020

The Burton & Co. Design Studio currently occupies a 2500SF rented space at 714 Enterprise Drive Suite #101 Oak Brook, IL 60523. Like most of the offices in our area, our typical hours of operation are Monday-Friday 9am-5pm.

Our proposed use of this studio is to function as an intimate event venue, hosting bridal showers, birthday dinners and the like. We plan to restrict event scheduling to weeknights after business hours and weekends, so as not to disrupt the other tenants in the neighborhood.

The events will accommodate roughly 30-40 people. The property has 2 restrooms and 50 parking spaces.

I have included the following per your request:

- Site Plan
- Floor Plan
- Photos of the studio

The opportunity to host these gatherings is an integral part of our business plan. Having events at the studio on a regular basis is a critical source of leads for our company. We have researched rental venues in the Oak Brook area, and there is really nothing similar to our unique space currently available. We'd love to offer Oak Brook residents a small, private venue as an alternative to renting a room in a large restaurant or banquet hall..

Please let me know if there is any additional information you require at this time. I look forward to presenting to the Village next week.

Sincerely,

Sarah O'Brien
Burton & Co.- Project Coordinator
sarah@burtondesignstudio.com
773-633-5554

Burton & Co. Design Studio 714 Enterprise Drive, Suite 101 Oak Brook IL 60523

By Appointment: 708.567.6817

Burton & Co.
DESIGN STUDIO























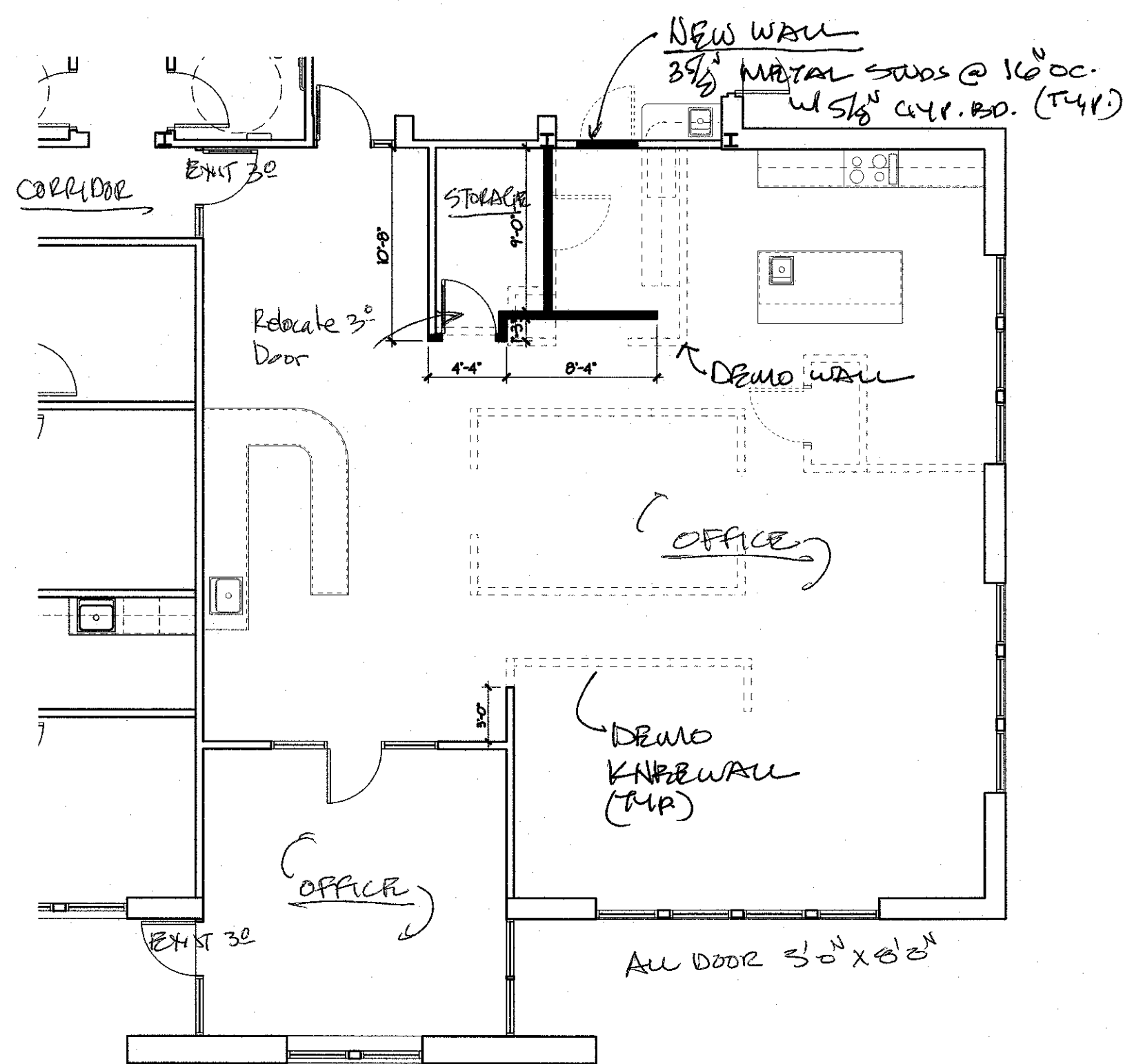




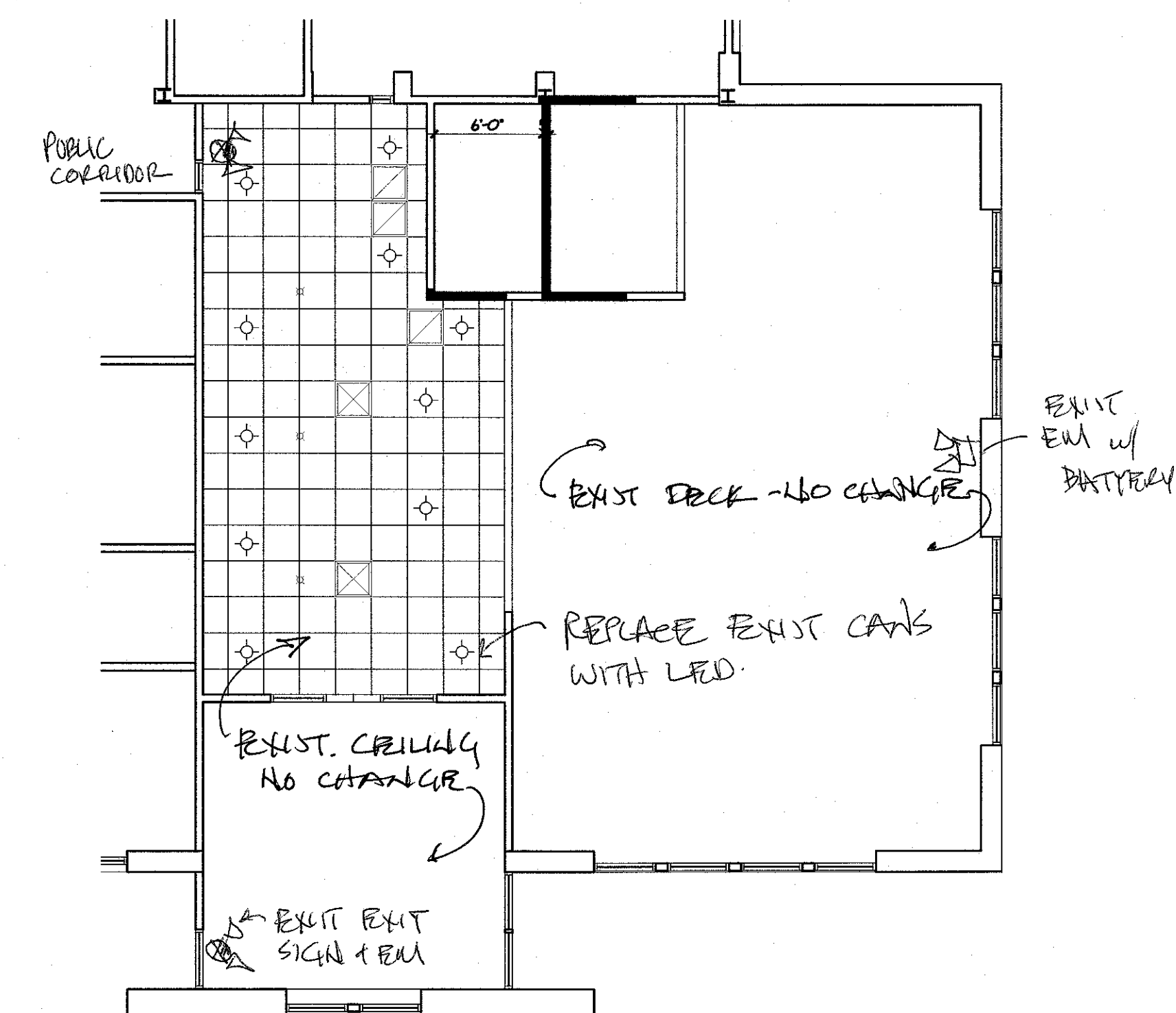




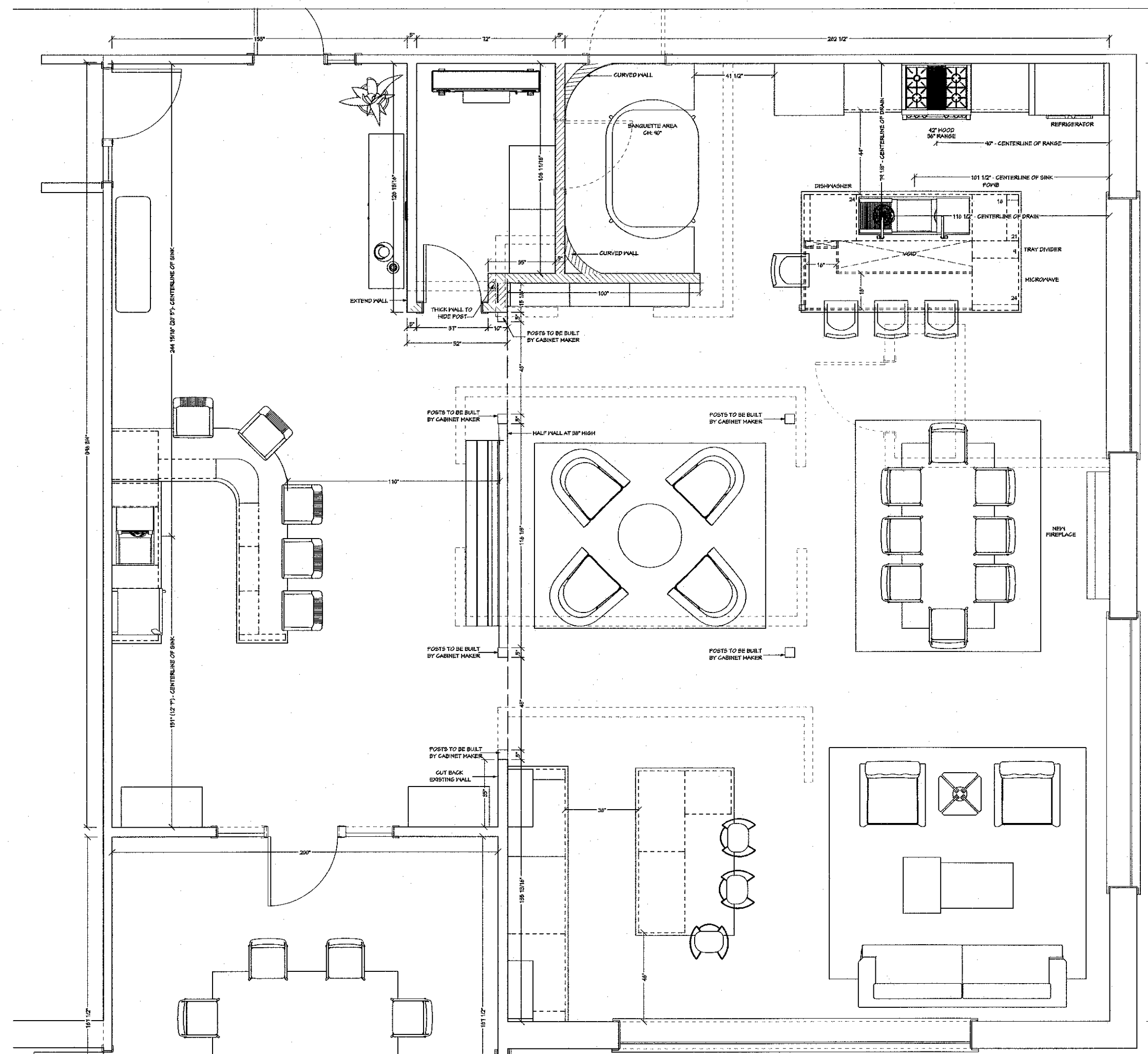




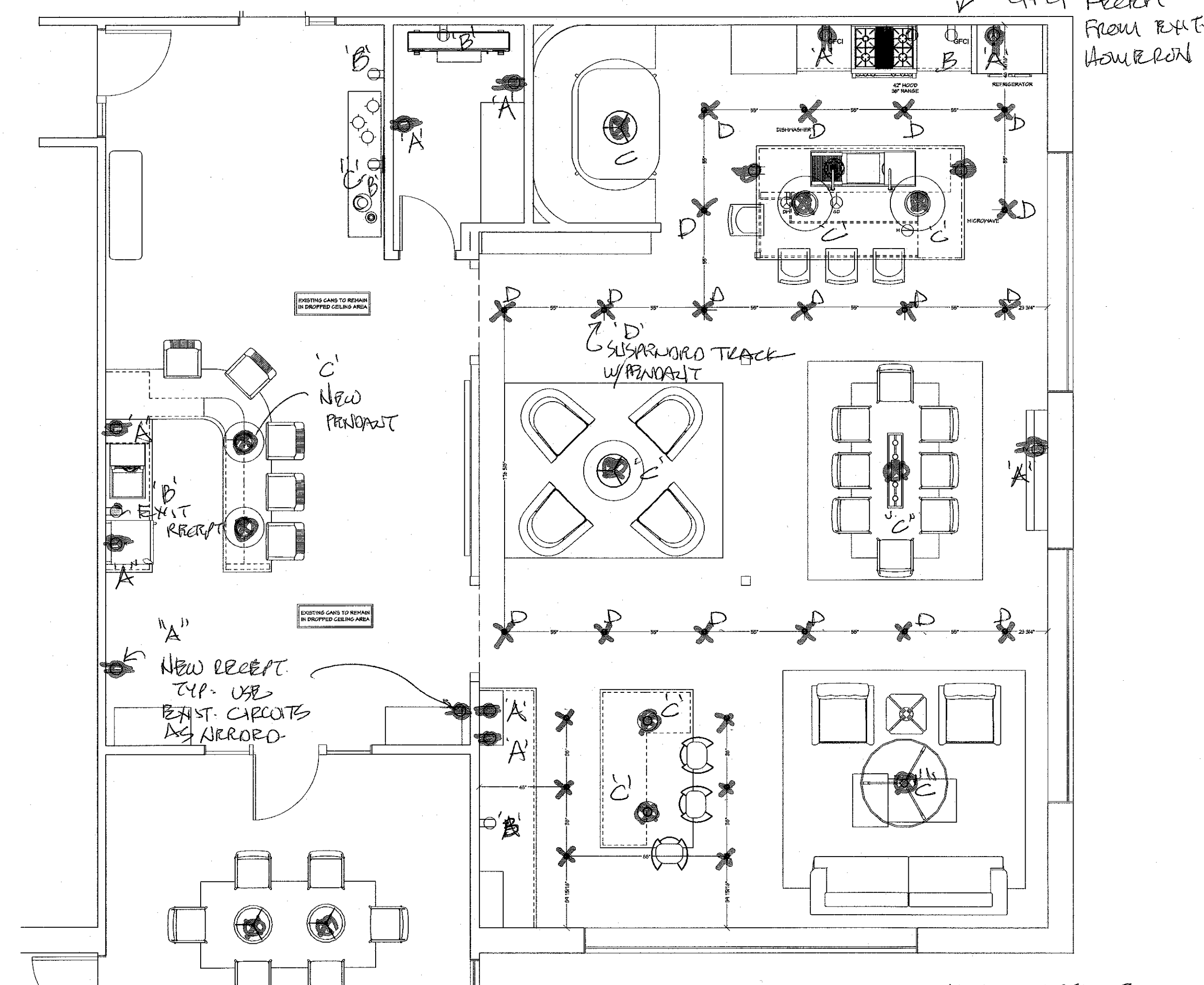
PARTIAL FIRST FLOOR PLAN
1/8" = 1'-0"



PARTIAL REFLECTED CEILING PLAN
1/8" = 1'-0"

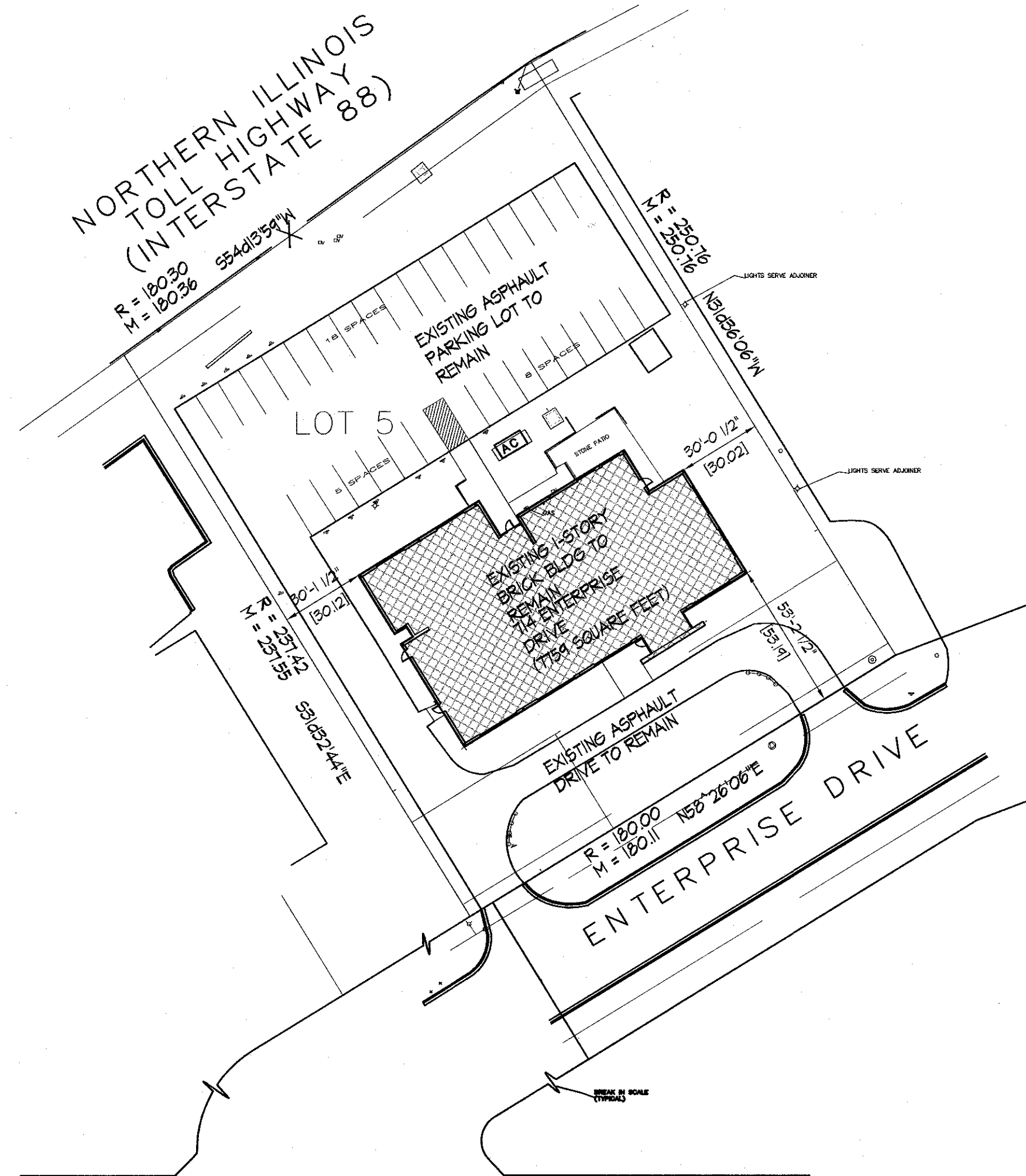


DIMENSION PLAN
N.T.S.



POWER & LIGHTING PLAN
N.T.S.

- ⊕ 13 NEW RECEPTACLES
- ⊙ 12 NEW PENDANTS
- X 24 NEW LED PENDANTS - TRACK



A SITE PLAN
CS-1 SCALE: 1"=40'-0"

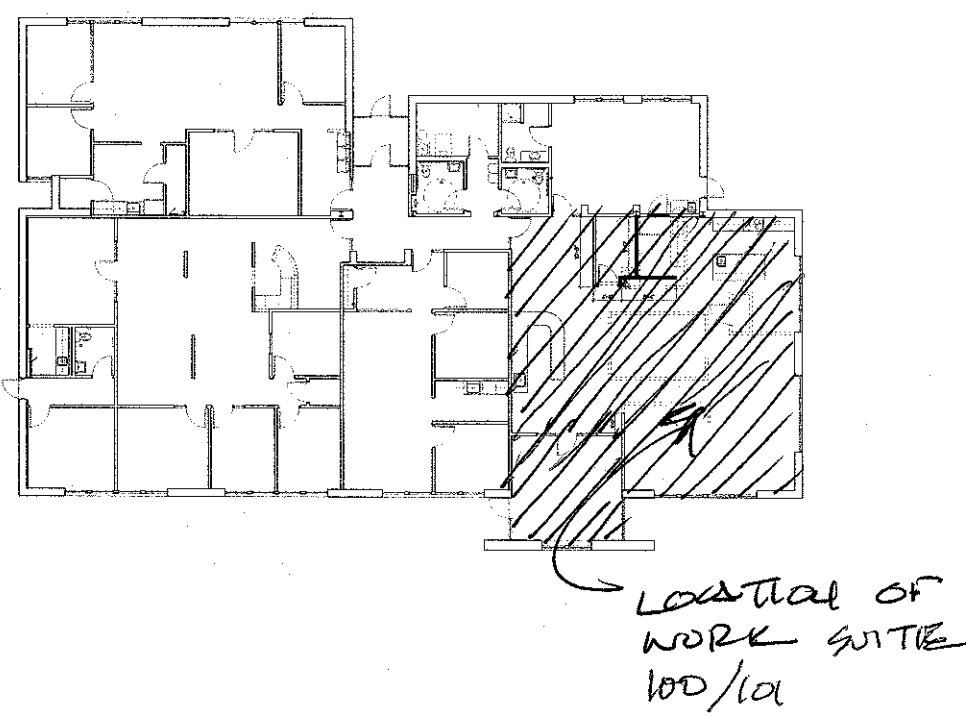
Approved
06/25/2024 7:55:15 AM
By Mark LaChappell

ANY DEVIATION FROM THIS APPROVED PLAN SHALL REQUIRE PRIOR WRITTEN APPROVAL FROM THE VILLAGE OF OAK BROOK

All MEP's shall be removed back to source.

All work shall comply with all applicable codes, ordinances and regulations of the Village of Oak Brook and any amendments. The applicable codes include but are not limited to:

- 2021 International Building Code
- 2021 International Mechanical Code
- 2014 State of Illinois Plumbing Code
- 2020 National Electric Code (NEC)
- 2021 International Property Maintenance Code
- 2021 Illinois Energy Conservation Code
- 2021 International Existing Building Code
- 2021 International Fuel Gas Code
- 2021 International Plumbing Code



gea architects, ltd.
714 ENTERPRISE DRIVE
SUITE 100
OAK BROOK - ILLINOIS - 60523
PH: 630.412.1000
INFO@GEA-ARCHITECTS.COM
PROFESSIONAL DESIGN FIRM
LICENSE NUMBER: 184-003293



ITEM 5.C.

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

AGENDA ITEM

Board of Trustees Special Meeting
of
July 23, 2025

SUBJECT: Regular Executive Meeting Minutes of May 27, 2025

FROM: Netasha Scarpiniti, Clerk

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: Motion to Approve the Executive Meeting Minutes of May 27, 2025

Background/History:

The Open Meetings Act requires that all public bodies shall keep written minutes of all their meetings, whether open or closed. The public body shall periodically, but no less than semi-annually, meet to review minutes of all closed sessions that had not been released to the public. At this time the Executive Minutes of May 27, 2025 are ready to be approved as written on July 23, 2025, but are not ready to be released to the Public.

To review this set of minutes, please refer to the June 10, 2025 Closed Meeting Agenda Packet.

Recommendation:

Staff Recommends the Approval of the Executive Meeting Minutes of May 27, 2025.

Attachments:

None

Approval for Payroll Paydate: 06/12/25

Total Gross Payroll	\$	694,059.50
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Employee Deductions:

Illinois Municipal Retirement Fund	\$	16,034.59
Police Pension Fund	\$	18,455.31
Fire Pension Fund	\$	13,191.44
Federal Tax Withholding	\$	74,172.02
State Tax Withholding	\$	29,599.03
Social Security and Medicare	\$	28,412.85
ICMA/NACO/457	\$	29,216.35
Court Orders	\$	530.00
Insurance Contributions*	\$	24,236.40
Aflac Contributions	\$	1,002.69
Mo Vol Life	\$	397.75
Police Union Dues	\$	1,674.10
Fire Union Dues	\$	1,447.26
Public Works Union Dues	\$	1,204.53
125-Medical/Dependent Care	\$	2,940.33

Total Employee Deductions		242,514.65
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Net Payroll	\$	451,544.85
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Village Expenses:

Police Pension	\$	77,191.99
Fire Pension	\$	77,362.92
IMRF Pension	\$	23,651.73
Insurance Contributions*	\$	92,723.80
Social Security and Medicare	\$	28,412.85

Total Village Expenses		299,343.29
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Total Payroll (Gross Payroll plus Village Expenses)	\$	993,402.79
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*Includes Health Savings Account (HSA) Contributions

Payroll Date: 06/12/25

Employee Deductions		Pension	Salary by Pension	Percent of
		Deduction	Plan	Pensionable Salary**
	Police	\$ 18,455.31	\$ 186,229.16	9.910%
	Fire	13,191.44	139,518.34	9.455%
	IMRF	11,098.23	246,628.81	4.500%
	Non-Pensionable	-		0.000%
			<u>\$ 572,376.31</u>	

Village Payment into Pensions		Village	Percent of Payroll*	Percent "Match" of what Employee Contributes
		Contribution		
	Police	\$ 77,191.99	41.45%	418.3%
	Fire	77,362.92	55.45%	586.5%
	IMRF	23,651.73	9.59%	213.1%
		<u>\$ 178,206.64</u>		

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

Approval for Payroll Paydate: 06/26/25

Total Gross Payroll	\$	684,348.38
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Employee Deductions:

Illinois Municipal Retirement Fund	\$	15,676.49
Police Pension Fund	\$	18,599.60
Fire Pension Fund	\$	13,214.54
Federal Tax Withholding	\$	71,742.13
State Tax Withholding	\$	29,161.73
Social Security and Medicare	\$	28,237.77
ICMA/NACO/457	\$	28,498.33
Court Orders	\$	530.00
Insurance Contributions*	\$	23,450.24
Aflac Contributions	\$	1,002.69
Mo Vol Life	\$	397.75
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		236,103.39
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Net Payroll	\$	448,244.99
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Village Expenses:

Police Pension	\$	77,795.56
Fire Pension	\$	77,498.46
IMRF Pension	\$	23,043.57
Insurance Contributions*	\$	90,554.05
Social Security and Medicare	\$	28,237.75

Total Village Expenses		297,129.39
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Total Payroll (Gross Payroll plus Village Expenses)	\$	981,477.77
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*Includes Health Savings Account (HSA) Contributions

Payroll Date: 06/26/25

Employee Deductions		Pension	Salary by Pension	Percent of
		Deduction	Plan	Pensionable Salary**
	Police	\$ 18,599.60	\$ 187,685.22	9.910%
	Fire	13,214.54	139,762.81	9.455%
	IMRF	10,812.89	240,287.32	4.500%
	Non-Pensionable	-		0.000%
			<u>\$ 567,735.35</u>	

Village Payment into Pensions		Village	Percent of Payroll*	Percent "Match" of what Employee Contributes
		Contribution		
	Police	\$ 77,795.56	41.45%	418.3%
	Fire	77,498.46	55.45%	586.5%
	IMRF	23,043.57	9.59%	213.1%
		<u>\$ 178,337.59</u>		

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

Approval for Payroll Paydate: 07/10/25

Total Gross Payroll	\$	712,726.41
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Employee Deductions:

Illinois Municipal Retirement Fund	\$	16,279.58
Police Pension Fund	\$	18,601.76
Fire Pension Fund	\$	13,190.76
Federal Tax Withholding	\$	77,943.42
State Tax Withholding	\$	30,547.70
Social Security and Medicare	\$	29,266.56
ICMA/NACO/457	\$	26,764.39
Court Orders	\$	530.00
Insurance Contributions*	\$	23,982.89
Aflac Contributions	\$	1,002.69
Mo Vol Life	\$	390.25
Police Union Dues	\$	1,674.00
Fire Union Dues	\$	1,400.73
Public Works Union Dues	\$	1,140.60
125-Medical/Dependent Care	\$	2,940.33

Total Employee Deductions		<u>245,655.66</u>
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Net Payroll	\$	467,070.75
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Village Expenses:

Police Pension	\$	77,804.60
Fire Pension	\$	77,359.00
IMRF Pension	\$	24,101.91
Insurance Contributions*	\$	91,993.40
Social Security and Medicare	\$	29,266.56

Total Village Expenses		<u>300,525.47</u>
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Total Payroll (Gross Payroll plus Village Expenses)	\$	<u><u>1,013,251.88</u></u>
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*Includes Health Savings Account (HSA) Contributions

Payroll Date: 07/10/25

Employee Deductions		Pension	Salary by Pension	Percent of
		Deduction	Plan	Pensionable Salary**
	Police	\$ 18,601.76	\$ 187,707.05	9.910%
	Fire	13,190.76	139,511.31	9.455%
	IMRF	11,309.51	251,323.29	4.500%
	Non-Pensionable	-	-	0.000%
		<u>\$ 43,102.03</u>	<u>\$ 578,541.65</u>	

Village Payment into Pensions		Village	Percent of Payroll*	Percent
		Contribution		"Match" of what Employee Contributes
	Police	\$ 77,804.60	41.45%	418.3%
	Fire	77,359.00	55.45%	586.5%
	IMRF	24,101.91	9.59%	213.1%
		<u>\$ 179,265.51</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

MAY 2025



Executive Summary on Village Funds

Through May 31, 2025

	YTD		YTD		YTD	Estimated
	Revenues		Expenditures		Net Fund Increase (Decrease)	YTD Ending Fund Balance (Deficit)
<u>Governmental Funds</u>						
General Fund (Major Fund) <i>Main operating fund of the Village.</i>	\$	13,938,604	\$	13,496,260	\$ 442,344	\$ 43,819,821
Hotel Fund (Major Fund) <i>Collects and spends resources from the 3% hotel/motel tax.</i>	\$	735,624	\$	287,917	\$ 447,707	\$ 5,794,322
Motor Fuel Tax Fund <i>Collects and spends resources from the State motor fuel tax.</i>	\$	146,676	\$	72,635	\$ 74,041	\$ 2,466,257
Infrastructure Fund (Major Fund) <i>Accounts for construction and maintenance of roadways, drainage, and safety path systems.</i>	\$	3,860,617	\$	1,347,073	\$ 2,513,544	\$ 16,938,052
<u>Enterprise Funds</u>						
Water Fund (Major Fund) <i>Collects user fees for the distribution of water and maintenance of infrastructure.</i>	\$	3,945,053	\$	2,953,938	\$ 991,115	\$ 22,909,758
Sports Core Fund (Major Fund) <i>Accounts for revenues and expenses relating to administration, programs, food and beverage operations, and golf course.</i>	\$	2,246,990	\$	1,590,371	\$ 656,618	\$ 3,560,507
<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>	\$	1,248,510	\$	1,555,554	\$ (307,044)	\$ 90,586
Garage Fund <i>Accounts for the maintenance of the Village's vehicle fleet and the related departmental reimbursements.</i>	\$	369,073	\$	375,973	\$ (6,900)	\$ 436,762
Equipment Replacement Fund <i>Accounts for the replacement of the Village's vehicle fleet and the related departmental contributions.</i>	\$	596,252	\$	292,564	\$ 303,688	\$ 3,921,374

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 May 31, 2025

	5/31/24	5/31/25	5/31/25	5/31/25	2025	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Prior
	Actual	Actual	Amended	Amended	Budget	Year
			Budget	Budget		
<u>OPERATING REVENUES</u>						
Sales Tax	\$ 7,311,509	8,222,655	\$ 7,187,500	114.4%	\$ 17,250,000	\$ 911,146
State Income Tax	678,329	747,842	541,667	138.1%	1,300,000	69,514
Replacement Tax	298,180	200,057	229,167	87.3%	550,000	(98,122)
Road & Bridge Tax	6,362	1	14,583	0.0%	35,000	(6,361)
Local Use Tax	133,946	82,575	132,917	62.1%	319,000	(51,371)
Cannabis Use Tax	5,725	5,352	5,208	102.8%	12,500	(373)
Grants	154,300	5,320	71,300	7.5%	171,120	(148,980)
Utility/Telecom. Tax	1,358,966	1,390,441	1,562,500	89.0%	3,750,000	31,475
Licenses and Permits	1,099,574	865,387	1,144,817	75.6%	2,747,560	(234,188)
Charges for Services	1,160,133	758,696	1,140,854	66.5%	2,738,050	(401,437)
Investment Interest	721,408	559,986	416,667	134.4%	1,000,000	(161,423)
Miscellaneous Income	410,169	262,351	252,592	103.9%	606,221	(147,818)
Total Operating Revenues	\$ 13,338,601	\$ 13,100,664	\$ 12,699,771	103.2%	\$ 30,479,451	\$ (237,937)
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 8,797,898	\$ 9,694,450	\$ 9,911,358	97.8%	\$ 23,787,259	\$ 896,552
Materials and Supplies	235,543	218,804	287,272	76.2%	689,454	\$ (16,739)
Operation and Contract	2,599,763	2,760,789	3,046,885	90.6%	7,312,523	\$ 161,026
Other Expenditures	4,240	3,961	4,125	96.0%	9,900	\$ (279)
Capital Outlay	149,708	818,257	255,240	320.6%	612,575	\$ 668,549
Total Operating Expenditures	\$ 11,787,151	\$ 13,496,260	\$ 13,504,880	99.9%	\$ 32,411,711	\$ 1,709,109
<u>SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES</u>						
	\$ 1,551,450	\$ (395,596)	\$ (805,108)	49.1%	\$ (1,932,260)	\$ (1,947,046)
<u>INTERFUND TRANSACTIONS</u>						
Transfers In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Transfers Out				N/A		-
Reimbursements From Other Funds	364,975	837,940	837,943	100.0%	2,011,062	472,965
Reimbursements To Other Funds	-	-	-	N/A	-	-
Sports Core Loan				N/A	-	-
Total Interfund Transactions	\$ 364,975	\$ 837,940	\$ 837,943	100.0%	\$ 2,011,062	\$ 472,965
NET FUND INCREASE (DECREASE)	\$ 1,916,425	\$ 442,344	\$ 32,834		\$ 78,802	\$ (1,474,081)

*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 May 31, 2025**

	5/31/24 YTD Actual	5/31/25 YTD Actual	5/31/25 YTD Amended Budget	5/31/25 % of YTD Amended Budget	2025 Adopted Budget	Difference Prior Year
<u>OPERATING REVENUES</u>						
Hotel Tax	\$ 618,492	\$ 550,585	\$ 583,333	94.4%	\$ 1,400,000	\$ (67,907)
Investment Interest	71,301	76,776	25,000	307.1%	60,000	5,475
Loan Interest	1,000	-	-	N/A	-	(1,000)
Miscellaneous	-	108,264	210,208		504,500	108,264
Total Operating Revenues	\$ 690,792	\$ 735,624	\$ 818,542	89.9%	\$ 1,964,500	\$ 44,832
<u>EXPENDITURES</u>						
Personnel	\$ -	\$ 57,410	\$ 58,695		\$ 140,868	\$ -
Operation and Contract	(45,827)	105,693	406,652	0.26	975,965	151,520.05
Capital Outlay	3,683	39,069	247,396	15.8%	593,750	35,385
Total Expenditures	\$ (42,144)	\$ 202,172	\$ 654,048	30.9%	\$ 1,710,583	\$ 186,905
<u>SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES</u>						
	\$ 732,936	\$ 533,452	\$ 105,799	504.2%	\$ 253,917	\$ (142,073)
<u>INTERFUND TRANSACTIONS</u>						
Transfer Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Reimbursements to Other Funds	(101,630)	(85,745)	(85,746)	100.0%	(205,791)	15,885
Total Interfund Transactions	\$ (101,630)	\$ (85,745)	\$ (85,746)	100.0%	\$ (205,791)	\$ 15,885
<u>NET FUND INCREASE (DECREASE)</u>						
	\$ 631,306	\$ 447,707	\$ 20,052		\$ 48,126	\$ (126,188)

Note - Expenditures are recorded in program 171.

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

	5/31/24 YTD Actual	5/31/25 YTD Actual	5/31/25 YTD Amended Budget	5/31/25 % of YTD Amended Budget	2025 Adopted Budget	Difference Prior Year
<u>OPERATING REVENUES</u>						
Non-Home Rule Sales Tax	\$ 3,190,959	\$ 3,557,155	\$ 2,914,583	122.0%	\$ 6,995,000	\$ 366,196
Charges for Services	-	-	-	N/A	-	\$ -
Investment Interest	323,569	303,462	166,667	182.1%	400,000	(20,106)
Grants	-	-	-	N/A	-	-
Miscellaneous	1,990	-	-	N/A	-	(1,990)
Total Operating Revenues	\$ 3,516,517	\$ 3,860,617	\$ 3,081,250	125.3%	\$ 7,395,000	\$ 344,100
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 75,673	\$ 14,120	\$ -	N/A	\$ -	\$ (61,553)
Materials and Supplies	202	3,852	19,917	19.3%	47,800	3,651
Operation and Contract	429,767	494,158	953,422	51.8%	2,288,213	64,391
Other Expenditures	-	-	-	N/A	-	-
Capital Outlay	455,723	542,482	1,879,656	28.9%	4,511,174	86,759
Total Operating Expenditures	\$ 961,365	\$ 1,054,613	\$ 2,852,995	37.0%	\$ 6,847,187	\$ 93,248
SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES	\$ 2,555,153	\$ 2,806,004	\$ 228,255	1229.3%	\$ 547,813	\$ 250,852
<u>INTERFUND TRANSACTIONS</u>						
Transfers In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Reimbursements From Other Funds	-	-	83,333	0.0%	200,000	-
Reimbursements To Other Funds	(13,335)	(292,460)	(292,461)	100.0%	(701,906)	(279,125)
Total Interfund Transactions	\$ (13,335)	\$ (292,460)	\$ (209,128)	139.8%	\$ (501,906)	\$ (279,125)
NET FUND INCREASE (DECREASE)	\$ 2,541,818	\$ 2,513,544	\$ 19,128		\$ 45,907	\$ (28,273)

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

	5/31/24	5/31/25	5/31/25	5/31/25	2025	Difference
	YTD	YTD	YTD	% of YTD	Adopted	Prior
	Actual	Actual	Amended	Amended	Budget	Year
			Budget	Budget		
<u>OPERATING REVENUES</u>						
Plan Review Fees	\$ 227	\$ 750	\$ 219	342.9%	\$ 525	\$ 523
Building/Inspection Fees	-	-	625	0.0%	1,500	-
Water Sales	3,322,784	3,331,133	4,712,165	70.7%	11,309,195	8,349
Unmetered Sales	17,969	15,304	25,000	61.2%	60,000	(2,665)
Water Connection Fees	23,000	53,590	30,833	173.8%	74,000	30,590
Fire Service Charge	-	-	-	N/A	-	-
Meter Charges	5,210	18,280	6,250	292.5%	15,000	13,070
Special Services	-	-	6,250	0.0%	15,000	-
Investment Interest	556,770	472,972	291,667	162.2%	700,000	(83,798)
Proceeds from Property Sale	-	-	-	N/A	-	-
Miscellaneous	40,157	53,025	31,250	169.7%	75,000	12,868
Total Operating Revenues	\$ 3,966,116	\$ 3,945,053	\$ 5,104,258	77.3%	\$ 12,250,220	\$ (21,063)
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 274,960	\$ 250,951	\$ 273,865	91.6%	\$ 657,277	\$ (24,009)
Materials and Supplies	43,924	63,846	49,863	128.0%	119,671	19,922
Operation and Contract	1,717,328	2,021,940	2,876,483	70.3%	6,903,559	304,613
Capital Outlay	1,137,239	371,695	3,230,913	11.5%	7,754,190	(765,544)
Total Expenditures	\$ 3,173,452	\$ 2,708,433	\$ 6,431,123	42.1%	\$ 15,434,696	\$ (465,018)
Surplus (Deficit) of Revenues Over Expenditures	\$ 792,664	\$ 1,236,620	\$ (1,326,865)	-93.2%	\$ (3,184,476)	\$ 443,956
<u>INTERFUND TRANSACTIONS</u>						
Reimbursements To Other Funds	\$ (182,035)	\$ (245,505)	\$ (245,501)	100.0%	\$ (589,202)	\$ (63,470)
Total Interfund Transactions	\$ (182,035)	\$ (245,505)	\$ (245,501)	100.0%	\$ (589,202)	\$ (63,470)
Fund Increase/(Decrease) - Budgetary Basis	\$ 610,629	\$ 991,115	\$ (1,572,366)		\$ (3,773,678)	\$ 380,486

*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 May 31, 2025

					5/31/25	5/31/25	5/31/25	2025	5/31/24	Difference
	B&T Recreation	Field	Clubhouse	Golf	YTD	YTD	% of YTD	Adopted	YTD	Prior
	Operations	Operations	Operations	Club	Total	Amended	Amended	Budget	Total	Year
OPERATING REVENUES										
Memberships	\$ 569,324	\$ -	\$ -	\$ 354,350	\$ 923,674	\$ 399,836	231.0%	\$ 959,607	\$ 772,725	\$ 150,949
Greens Fees	-	-	-	409,274	409,274	777,496	52.6%	1,865,990	412,473	(3,199)
Pro Shop Sales	-	-	-	49,928	49,928	75,000	66.6%	180,000	42,856	7,072
Golf Lessons	-	-	-	67,965	67,965	18,750	362.5%	45,000	29,330	38,635
Driving Range Fees	-	-	-	273,028	273,028	275,576	99.1%	661,382	224,685	48,343
Golf Surcharge	-	-	-	52,522	52,522	93,750	56.0%	225,000	-	52,522
Rentals	-	50,944	69,070	145,123	265,137	459,167	57.7%	1,102,000	257,055	8,082
Programs/User Fees	57,065	-	-	-	57,065	85,750	66.5%	205,800	46,724	10,341
Food Sales	486	-	-	8,877	9,363	24,075	38.9%	57,780	7,664	1,699
Beverage Sales	315	-	-	884	1,198	32,867	3.6%	78,880	-	1,198
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	93,654	-	-	27,511	121,165	40,833	296.7%	98,000	94,180	26,985
Total Operating Revenues	\$ 720,844	\$ 50,944	\$ 69,070	\$ 1,389,462	\$ 2,230,320	\$ 2,283,099	97.7%	\$ 5,479,439	\$ 1,887,692	\$ 342,628
OPERATING EXPENDITURES										
Personnel	\$ 81,590	\$ -	\$ -	\$ 419,478	\$ 501,068	\$ 687,943	72.8%	\$ 1,651,064	\$ 432,890	\$ 68,179
Materials & Supplies	19,480	-	2,332	109,358	131,170	177,513	73.9%	426,030	155,590	(24,419)
Operational & Contractual	221,141	20,389	16,575	99,571	357,676	504,878	70.8%	1,211,708	445,025	(87,350)
Other	-	-	-	-	-	-	N/A	-	-	-
Capital	10,853	-	-	358,704	369,557	654,147	56.5%	1,569,954	874,150	(504,593)
Total Operating Expenditures	\$ 333,065	\$ 20,389	\$ 18,907	\$ 987,111	\$ 1,359,471	\$ 2,024,481	67.2%	\$ 4,858,755	\$ 1,907,655	\$ (548,183)
B&T Administration Overhead Allocation*	\$ 273,348	\$ (23,231)	\$ (50,373)	\$ (199,745)	\$ -	\$ -	N/A	\$ -	\$ 10,399	\$ 10,399
Operating Revenues Over (Under) Expenditures	\$ 661,127	\$ 7,325	\$ (210)	\$ 202,606	\$ 870,848	\$ 258,618	336.7%	\$ 620,684	\$ (9,564)	\$ 901,210
INTERFUND TRANSACTIONS										
Reimbursement From Other Funds	\$ 16,670	\$ -	\$ -	\$ -	\$ 16,670	\$ 16,667	100.0%	\$ 40,000	\$ 16,670	\$ -
Reimbursement To General Fund	(230,900)	-	-	-	(230,900)	(230,878)	100.0%	(554,106)	42,325	(273,225)
Total Interfund Transactions	\$ (214,230)	\$ -	\$ -	\$ -	\$ (214,230)	\$ (214,211)	100.0%	\$ (514,106)	\$ 58,995	\$ (273,225)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 446,897	\$ 7,325	\$ (210)	\$ 202,606	\$ 656,618	\$ 44,407		\$ 106,578	\$ 49,431	\$ 627,985

*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 May 31, 2025

	811 B&T Admin	812 Swimming	813 Tennis	822 Poolside Café	5/31/25 YTD Total	5/31/25 YTD Adopted Budget	5/31/25 % of YTD Amended Budget	2025 Adopted Budget	5/31/24 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>										
Memberships	\$ -	\$ 544,330	\$ 24,994	\$ -	\$ 569,324	\$ 209,492	271.8%	\$ 502,782	\$ 381,075	\$ 188,249
Programs/User Fees	-	48,092	8,973	-	57,065	85,750	66.5%	205,800	46,724	10,341
Food Sales	-	-	-	486	486	3,346	14.5%	8,030	-	-
Beverage Sales	-	-	-	315	315	1,513	20.8%	3,630	-	-
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	92,404	-	-	1,250	93,654	37,917	247.0%	91,000	92,741	913
Total Operating Revenues	\$ 92,404	\$ 592,422	\$ 33,967	\$ 2,051	\$ 720,844	\$ 338,017	213.3%	\$ 811,242	\$ 520,540	\$ 199,503
<u>OPERATING EXPENDITURES</u>										
Personnel	\$ 80,758	\$ 832	\$ -	\$ -	\$ 81,590	\$ 121,090	67.4%	\$ 290,617	\$ 1,142	\$ 80,449
Materials & Supplies	350	17,706	1,424	-	19,480	11,731	166.1%	28,155	20,536	(1,056)
Operational & Contractual	71,730	122,416	26,995	-	221,141	268,061	82.5%	643,347	241,459	(20,317)
Other	-	-	-	-	-	-	N/A	-	-	-
Capital	89	10,764	-	-	10,853	299,542	3.6%	718,900	89,213	(78,360)
Total Operating Expenditures	\$ 152,927	\$ 151,718	\$ 28,419	\$ -	\$ 333,065	\$ 700,425	47.6%	\$ 1,681,019	\$ 352,349	\$ (19,285)
B&T Administration Overhead Allocation*	\$ 346,669	\$ (57,718)	\$ (11,436)	\$ (4,167)	\$ 273,348	273,348	100.0%	\$ 656,036	\$ 15,607	\$ 257,741
Operating Revenues Over (Under) Expenditures	\$ 286,146	\$ 382,985	\$ (5,888)	\$ (2,116)	\$ 661,127	\$ (89,059)	-742.3%	\$ (213,742)	\$ 183,797	\$ 476,529
<u>INTERFUND TRANSACTIONS</u>										
Reimbursement From Other Fund	\$ 16,670	\$ -	\$ -	\$ -	\$ 16,670	\$ 16,667	100.0%	\$ 40,000	\$ 16,670	\$ -
Reimbursement To General Fund	(230,900)	-	-	-	(230,900)	(230,878)	100.0%	(554,106)	(21,160)	(209,740)
Total Interfund Transactions	\$ (214,230)	\$ -	\$ -	\$ -	\$ (214,230)	\$ (214,211)	100.0%	\$ (514,106)	\$ (4,490)	\$ (209,740)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 71,916	\$ 382,985	\$ (5,888)	\$ (2,116)	\$ 446,897	\$ (303,270)		\$ (727,848)	\$ 179,307	\$ 266,789

*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 May 31, 2025

	815 Polo	816 Open Fields	5/31/25 YTD Total	5/31/25 YTD Amended Budget	5/31/25 % of YTD Amended Budget	2025 Adopted Budget	5/31/24 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>								
Field Rentals	\$ -	\$ 50,944	\$ 50,944	\$ 84,583	60.2%	\$ 203,000	\$ 46,972	\$ 3,972
Range Rentals	-	-	-	-	N/A	-	-	-
Taste of Oak Brook	-	-	-	-	N/A	-	-	-
Other Revenue	-	-	-	-	N/A	-	-	-
Total Operating Revenues	\$ -	\$ 50,944	\$ 50,944	\$ 84,583	60.2%	\$ 203,000	\$ 46,972	\$ 3,972
<u>OPERATING EXPENDITURES</u>								
Personnel	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Materials & Supplies	-	-	-	3,954	0.0%	9,490	-	-
Operational & Contractual	-	20,389	20,389	31,676	64.4%	76,022	23,620	(3,231)
Capital	-	-	-	-	N/A	-	-	-
Total Operating Expenditures	\$ -	\$ 20,389	\$ 20,389	\$ 35,630	57.2%	\$ 85,512	\$ 23,620	\$ (3,231)
B&T Administration Overhead Allocation*	\$ -	\$ (23,231)	\$ (23,231)	(23,231)	100.0%	\$ (55,754)	\$ -	\$ (23,231)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ -	\$ 7,325	\$ 7,325	\$ 25,722	28.5%	\$ 61,733	\$ 23,352	\$ (16,027)

*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 May 31, 2025

	821 B&T Clubhouse	5/31/25 YTD Amended Budget	5/31/25 % of YTD Amended Budget	2025 Adopted Budget	5/31/24 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>						
Rentals	\$ 69,070	\$ 97,500	70.8%	\$ 234,000	\$ 44,936	\$ 24,134
Other Revenue	-	-	0.0%	-	-	-
Total Operating Revenues	\$ 69,070	\$ 97,500	70.8%	\$ 234,000	\$ 44,936	\$ 24,134
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Materials & Supplies	2,332	5,729	40.7%	13,750	4,353	(2,021)
Operational & Contractual	16,575	16,819	98.6%	40,365	20,407	(3,832)
Capital	-	-	N/A	-	-	-
Total Operating Expenditures	\$ 18,907	\$ 22,548	83.9%	\$ 54,115	\$ 24,760	\$ (5,853)
B&T Administration Overhead Allocation*	\$ (50,373)	(50,373)	100.0%	\$ (120,895)	\$ (5,208)	\$ (45,165)
Operating Revenues Over (Under) Expenditures	\$ (210)	\$ 24,579	-0.9%	\$ 58,990	\$ 14,968	\$ (15,178)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ (210)	\$ 24,579		\$ 58,990	\$ 14,968	\$ (15,178)

*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 May 31, 2025

	823 Golf Café	831 Golf General Operation	832 Golf Learning & Practice	833 Golf Cart Operations	834 Golf Course Maintenance	844 Golf Surcharge	5/31/25 YTD Total	5/31/25 YTD Amended Budget	5/31/25 % of YTD Amended Budget	2025 Adopted Budget	5/31/24 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>												
Memberships	\$ -	\$ 354,350	\$ -	\$ -	\$ -	\$ -	\$ 354,350	\$ 190,344	186.2%	\$ 456,825	\$ 391,650	\$ (37,300)
Greens Fees	-	409,274	-	-	-	-	409,274	777,496	52.6%	1,865,990	412,473	(3,199)
Pro Shop Sales	-	49,928	-	-	-	-	49,928	75,000	66.6%	180,000	42,856	7,072
Golf Lessons	-	-	67,965	-	-	-	67,965	18,750	362.5%	45,000	29,330	38,635
Driving Range Fees	-	-	273,028	-	-	-	273,028	275,576	99.1%	661,382	224,685	48,343
Rentals	14,350	2,015	5,000	123,758	-	-	145,123	277,083	52.4%	665,000	165,147	(20,025)
Food Sales	8,877	-	-	-	-	-	8,877	20,729	42.8%	49,750	7,664	1,213
Beverage Sales	884	-	-	-	-	-	884	31,354	2.8%	75,250	-	884
Golf Surcharge	-	-	-	-	-	52,522	52,522	93,750	56.0%	225,000	53,143	(620)
Other Revenue	-	27,511	-	-	-	-	27,511	2,917	943.2%	7,000	1,439	26,072
Total Operating Revenues	\$ 24,111	\$ 843,078	\$ 345,993	\$ 123,758	\$ -	\$ 52,522	\$ 1,389,462	\$ 1,762,999	78.8%	\$ 4,231,197	\$ 1,328,386	\$ 61,075
<u>OPERATING EXPENDITURES</u>												
Personnel	\$ -	\$ 150,743	\$ 11,085	\$ 13,256	\$ 244,394	\$ -	\$ 419,478	\$ 566,853	74.0%	\$ 1,360,447	\$ 431,748	\$ (12,270)
Materials & Supplies	(783)	22,146	30,948	504	56,543	-	109,358	156,098	70.1%	374,635	130,700	(21,342)
Operational & Contractual	-	68,686	6,400	4,229	20,255	-	99,571	188,322	52.9%	451,973	159,540	(59,970)
Other	-	-	-	-	-	-	-	-	N/A	-	-	-
Capital	-	236,484	-	48,470	73,750	-	358,704	354,606	101.2%	851,054	784,937	(426,233)
Total Operating Expenditures	\$ (783)	\$ 478,060	\$ 48,433	\$ 66,459	\$ 394,942	\$ -	\$ 987,111	\$ 1,265,878	78.0%	\$ 3,038,108	\$ 1,506,925	\$ (519,814)
Operating Revenues Over (Under) Expenditures	\$ 24,893	\$ 365,019	\$ 297,560	\$ 57,299	\$ (394,942)	\$ 52,522	\$ 402,351	\$ 497,120	80.9%	\$ 1,193,089	\$ (178,539)	\$ 580,890
B&T Administration Overhead Allocation*	\$ -	\$ (199,745)	\$ -	\$ -	\$ -	\$ -	\$ (199,745)	(199,745)	100.0%	\$ (479,387)	\$ (10,399)	\$ (189,346)
<u>INTERFUND TRANSACTIONS</u>												
Reimbursement To General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	0.0%	\$ -	\$ (63,485)	
Total Interfund Transactions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ (63,485)	
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 24,893	\$ 165,274	\$ 297,560	\$ 57,299	\$ (394,942)	\$ 52,522	\$ 202,606	\$ 297,376		\$ 713,702	\$ (252,422)	\$ 391,544

*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 FINANCIAL REPORTS

JUNE 2025



Executive Summary on Village Funds

Through June 30, 2025

	YTD		YTD		YTD	Estimated
	Revenues		Expenditures		Net Fund Increase (Decrease)	YTD Ending Fund Balance (Deficit)
<u>Governmental Funds</u>						
General Fund (Major Fund) <i>Main operating fund of the Village.</i>	\$	17,113,639	\$	15,725,912	\$ 1,387,727	\$ 44,765,203
Hotel Fund (Major Fund) <i>Collects and spends resources from the 3% hotel/motel tax.</i>	\$	932,546	\$	421,455	\$ 511,092	\$ 5,857,706
Motor Fuel Tax Fund <i>Collects and spends resources from the State motor fuel tax.</i>	\$	221,804	\$	72,635	\$ 149,169	\$ 2,541,385
Infrastructure Fund (Major Fund) <i>Accounts for construction and maintenance of roadways, drainage, and safety path systems.</i>	\$	4,744,666	\$	1,592,343	\$ 3,152,323	\$ 17,576,831
<u>Enterprise Funds</u>						
Water Fund (Major Fund) <i>Collects user fees for the distribution of water and maintenance of infrastructure.</i>	\$	4,598,261	\$	3,652,968	\$ 945,293	\$ 22,863,935
Sports Core Fund (Major Fund) <i>Accounts for revenues and expenses relating to administration, programs, food and beverage operations, and golf course.</i>	\$	3,046,731	\$	2,135,814	\$ 910,916	\$ 3,814,805
<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>	\$	1,496,292	\$	1,812,995	\$ (316,703)	\$ 80,927
Garage Fund <i>Accounts for the maintenance of the Village's vehicle fleet and the related departmental reimbursements.</i>	\$	443,150	\$	423,445	\$ 19,706	\$ 463,368
Equipment Replacement Fund <i>Accounts for the replacement of the Village's vehicle fleet and the related departmental contributions.</i>	\$	711,891	\$	335,792	\$ 376,100	\$ 3,993,785

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 June 30, 2025

	6/30/24 YTD Actual	6/30/25 YTD Actual	6/30/25 YTD Amended Budget	6/30/25 % of YTD Amended Budget	2025 Adopted Budget	Difference Prior Year
<u>OPERATING REVENUES</u>						
Sales Tax	\$ 8,678,973	10,196,665	\$ 8,625,000	118.2%	\$ 17,250,000	\$ 1,517,692
State Income Tax	771,953	836,431	650,000	128.7%	1,300,000	64,478
Replacement Tax	312,290	202,269	275,000	73.6%	550,000	(110,021)
Road & Bridge Tax	21,516	19,003	17,500	108.6%	35,000	(2,514)
Local Use Tax	161,610	87,879	159,500	55.1%	319,000	(73,731)
Cannabis Use Tax	6,791	6,549	6,250	104.8%	12,500	(242)
Grants	154,908	7,804	85,560	9.1%	171,120	(147,104)
Utility/Telecom. Tax	1,603,876	1,628,798	1,875,000	86.9%	3,750,000	24,922
Licenses and Permits	1,305,986	1,158,475	1,373,780	84.3%	2,747,560	(147,511)
Charges for Services	1,487,057	1,054,371	1,369,025	77.0%	2,738,050	(432,685)
Investment Interest	908,568	618,247	500,000	123.6%	1,000,000	(290,322)
Miscellaneous Income	452,120	291,621	303,111	96.2%	606,221	(160,499)
Total Operating Revenues	\$ 15,865,647	\$ 16,108,111	\$ 15,239,726	105.7%	\$ 30,479,451	\$ 242,463
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 10,564,396	\$ 11,476,543	\$ 11,893,629	96.5%	\$ 23,787,259	\$ 912,147
Materials and Supplies	283,113	249,159	344,727	72.3%	689,454	\$ (33,954)
Operation and Contract	3,138,692	3,169,394	3,656,262	86.7%	7,312,523	\$ 30,703
Other Expenditures	4,240	3,961	4,950	80.0%	9,900	\$ (279)
Capital Outlay	179,854	826,855	306,288	270.0%	612,575	\$ 647,001
Total Operating Expenditures	\$ 14,170,294	\$ 15,725,912	\$ 16,205,856	97.0%	\$ 32,411,711	\$ 1,555,618
<u>SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES</u>						
	\$ 1,695,353	\$ 382,199	\$ (966,130)	-39.6%	\$ (1,932,260)	\$ (1,313,154)
<u>INTERFUND TRANSACTIONS</u>						
Transfers In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Transfers Out				N/A		-
Reimbursements From Other Funds	437,970	1,005,528	1,005,531	100.0%	2,011,062	567,558
Reimbursements To Other Funds	-	-	-	N/A	-	-
Sports Core Loan				N/A	-	-
Total Interfund Transactions	\$ 437,970	\$ 1,005,528	\$ 1,005,531	100.0%	\$ 2,011,062	\$ 567,558
NET FUND INCREASE (DECREASE)	\$ 2,133,323	\$ 1,387,727	\$ 39,401		\$ 78,802	\$ (745,596)

*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 June 30, 2025**

	6/30/24 YTD Actual	6/30/25 YTD Actual	6/30/25 YTD Amended Budget	6/30/25 % of YTD Amended Budget	2025 Adopted Budget	Difference Prior Year
<u>OPERATING REVENUES</u>						
Hotel Tax	\$ 707,934	\$ 736,704	\$ 700,000	105.2%	\$ 1,400,000	\$ 28,770
Investment Interest	90,402	87,578	30,000	291.9%	60,000	(2,824)
Loan Interest	1,000	-	-	N/A	-	(1,000)
Miscellaneous	-	108,264	252,250		504,500	108,264
Total Operating Revenues	\$ 799,336	\$ 932,546	\$ 982,250	94.9%	\$ 1,964,500	\$ 133,210
<u>EXPENDITURES</u>						
Personnel	\$ 4,976	\$ 67,912	\$ 70,434		\$ 140,868	\$ -
Operation and Contract	(40,448)	192,213	487,983	0.39	975,965	232,661.14
Capital Outlay	3,683	58,436	296,875	19.7%	593,750	54,752
Total Expenditures	\$ (31,789)	\$ 318,561	\$ 784,858	40.6%	\$ 1,710,583	\$ 287,413
SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES	\$ 831,125	\$ 613,986	\$ 126,958	483.6%	\$ 253,917	\$ (154,203)
<u>INTERFUND TRANSACTIONS</u>						
Transfer Out	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Reimbursements to Other Funds	(121,956)	(102,894)	(102,896)	100.0%	(205,791)	19,062
Total Interfund Transactions	\$ (121,956)	\$ (102,894)	\$ (102,896)	100.0%	\$ (205,791)	\$ 19,062
NET FUND INCREASE (DECREASE)	\$ 709,169	\$ 511,092	\$ 24,063		\$ 48,126	\$ (135,141)

Note - Expenditures are recorded in program 171.

**Village of Oak Brook
Infrastructure Fund Financial Update
For the Period Ending June 30, 2025**

	6/30/24 YTD Actual	6/30/25 YTD Actual	6/30/25 YTD Amended Budget	6/30/25 % of YTD Amended Budget	2025 Adopted Budget	Difference Prior Year
<u>OPERATING REVENUES</u>						
Non-Home Rule Sales Tax	\$ 3,774,404	\$ 4,395,389	\$ 3,497,500	125.7%	\$ 6,995,000	\$ 620,986
Charges for Services	-	-	-	N/A	-	\$ -
Investment Interest	408,421	349,277	200,000	174.6%	400,000	(59,144)
Grants	-	-	-	N/A	-	-
Miscellaneous	1,990	-	-	N/A	-	(1,990)
Total Operating Revenues	\$ 4,184,814	\$ 4,744,666	\$ 3,697,500	128.3%	\$ 7,395,000	\$ 559,852
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 94,008	\$ 14,231	\$ -	N/A	\$ -	\$ (79,776)
Materials and Supplies	202	25,083	23,900	105.0%	47,800	24,882
Operation and Contract	615,849	566,341	1,144,107	49.5%	2,288,213	(49,508)
Other Expenditures	-	-	-	N/A	-	-
Capital Outlay	466,859	635,735	2,255,587	28.2%	4,511,174	168,876
Total Operating Expenditures	\$ 1,176,917	\$ 1,241,391	\$ 3,423,594	36.3%	\$ 6,847,187	\$ 64,474
<u>SURPLUS (DEFICIT) OF REVENUES OVER EXPENDITURES</u>						
	\$ 3,007,897	\$ 3,503,275	\$ 273,906	1279.0%	\$ 547,813	\$ 495,378
<u>INTERFUND TRANSACTIONS</u>						
Transfers In	\$ -	\$ -	\$ -	N/A	\$ -	\$ -
Reimbursements From Other Funds	-	-	100,000	0.0%	200,000	-
Reimbursements To Other Funds	(16,002)	(350,952)	(350,953)	100.0%	(701,906)	(334,950)
Total Interfund Transactions	\$ (16,002)	\$ (350,952)	\$ (250,953)	139.8%	\$ (501,906)	\$ (334,950)
<u>NET FUND INCREASE (DECREASE)</u>						
	\$ 2,991,895	\$ 3,152,323	\$ 22,953		\$ 45,907	\$ 160,428

Village of Oak Brook
Water Fund Financial Update
For the Period Ending June 30, 2025

	6/30/24	6/30/25	6/30/25	6/30/25	2025	Difference
	YTD	YTD	YTD	% of YTD	2025	Difference
	Actual	Actual	Amended	Amended	Adopted	Prior
			Budget	Budget	Budget	Year
<u>OPERATING REVENUES</u>						
Plan Review Fees	\$ 227	\$ 1,050	\$ 263	400.0%	\$ 525	\$ 823
Building/Inspection Fees	-	-	750	0.0%	1,500	-
Water Sales	3,883,758	3,869,741	5,654,598	68.4%	11,309,195	(14,017)
Unmetered Sales	35,081	27,805	30,000	92.7%	60,000	(7,276)
Water Connection Fees	23,000	56,350	37,000	152.3%	74,000	33,350
Fire Service Charge	-	-	-	N/A	-	-
Meter Charges	5,210	20,100	7,500	268.0%	15,000	14,890
Special Services	15,054	15,926	7,500	212.3%	15,000	872
Investment Interest	682,928	542,795	350,000	155.1%	700,000	(140,133)
Proceeds from Property Sale	-	-	-	N/A	-	-
Miscellaneous	49,108	64,494	37,500	172.0%	75,000	15,385
Total Operating Revenues	\$ 4,694,367	\$ 4,598,261	\$ 6,125,110	75.1%	\$ 12,250,220	\$ (96,106)
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ 321,224	\$ 294,516	\$ 328,638	89.6%	\$ 657,277	\$ (26,708)
Materials and Supplies	63,533	76,318	59,836	127.5%	119,671	12,785
Operation and Contract	2,336,449	2,572,189	3,451,779	74.5%	6,903,559	235,740
Capital Outlay	1,797,466	415,340	3,877,095	10.7%	7,754,190	(1,382,126)
Total Expenditures	\$ 4,518,672	\$ 3,358,362	\$ 7,717,348	43.5%	\$ 15,434,696	\$ (1,160,309)
Surplus (Deficit) of Revenues Over Expenditures	\$ 175,695	\$ 1,239,899	\$ (1,592,238)	-77.9%	\$ (3,184,476)	\$ 1,064,203
<u>INTERFUND TRANSACTIONS</u>						
Reimbursements To Other Funds	\$ (218,442)	\$ (294,606)	\$ (294,601)	100.0%	\$ (589,202)	\$ (76,164)
Total Interfund Transactions	\$ (218,442)	\$ (294,606)	\$ (294,601)	100.0%	\$ (589,202)	\$ (76,164)
Fund Increase/(Decrease) - Budgetary Basis	\$ (42,747)	\$ 945,293	\$ (1,886,839)		\$ (3,773,678)	\$ 988,039

*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 June 30, 2025

					6/30/25	6/30/25	6/30/25		2025	6/30/24	Difference
	B&T Recreation	Field	Clubhouse	Golf	YTD	YTD	% of YTD		Adopted	YTD	Prior
	Operations	Operations	Operations	Club	Total	Amended	Amended		Budget	Total	Year
						Budget	Budget				
<u>OPERATING REVENUES</u>											
Memberships	\$ 586,529	\$ -	\$ -	\$ 358,600	\$ 945,129	\$ 479,803	197.0%	\$	959,607	\$ 823,830	\$ 121,299
Greens Fees	-	-	-	715,221	715,221	932,995	76.7%		1,865,990	701,460	13,761
Pro Shop Sales	-	-	-	79,230	79,230	90,000	88.0%		180,000	73,707	5,523
Golf Lessons	-	-	-	80,735	80,735	22,500	358.8%		45,000	35,910	44,825
Driving Range Fees	-	-	-	384,292	384,292	330,691	116.2%		661,382	298,354	85,938
Golf Surcharge	-	-	-	90,829	90,829	112,500	80.7%		225,000	-	90,829
Rentals	-	72,667	89,551	259,682	421,900	551,000	76.6%		1,102,000	395,186	26,714
Programs/User Fees	100,186	-	-	-	100,186	102,900	97.4%		205,800	90,399	9,788
Food Sales	31,856	-	-	22,601	54,457	28,890	188.5%		57,780	20,044	34,413
Beverage Sales	21,188	-	-	884	22,071	39,440	56.0%		78,880	-	22,071
Grants	-	-	-	-	-	-	N/A		-	-	-
Other Revenue	97,423	-	-	35,254	132,677	49,000	270.8%		98,000	96,129	36,548
Total Operating Revenues	\$ 837,181	\$ 72,667	\$ 89,551	\$ 2,027,328	\$ 3,026,727	\$ 2,739,719	110.5%	\$	5,479,439	\$ 2,535,019	\$ 491,708
<u>OPERATING EXPENDITURES</u>											
Personnel	\$ 113,687	\$ -	\$ -	\$ 592,934	\$ 706,621	\$ 825,532	85.6%	\$	1,651,064	\$ 448,724	\$ 257,897
Materials & Supplies	21,983	-	2,759	180,935	205,677	213,015	96.6%		426,030	166,423	39,254
Operational & Contractual	354,941	20,536	22,494	136,950	534,921	605,854	88.3%		1,211,708	607,631	(72,711)
Other	-	-	-	-	-	-	N/A		-	-	-
Capital	12,112	-	-	399,403	411,515	784,977	52.4%		1,569,954	1,131,936	(720,420)
Total Operating Expenditures	\$ 502,724	\$ 20,536	\$ 25,252	\$ 1,310,222	\$ 1,858,734	\$ 2,429,377	76.5%	\$	4,858,755	\$ 2,354,714	\$ (495,979)
B&T Administration Overhead Allocation*	\$ 328,018	\$ (27,877)	\$ (60,447)	\$ (239,693)	\$ -	\$ -	N/A	\$	-	\$ 12,478	\$ 12,478
Operating Revenues Over (Under) Expenditures	\$ 662,475	\$ 24,254	\$ 3,851	\$ 477,413	\$ 1,167,992	\$ 310,342	376.4%	\$	620,684	\$ 192,783	\$ 1,000,166
<u>INTERFUND TRANSACTIONS</u>											
Reimbursement From Other Funds	\$ 20,004	\$ -	\$ -	\$ -	\$ 20,004	\$ 20,000	100.0%	\$	40,000	\$ 20,004	\$ -
Reimbursement To General Fund	(277,080)	-	-	-	(277,080)	(277,053)	100.0%		(554,106)	50,790	(327,870)
Total Interfund Transactions	\$ (257,076)	\$ -	\$ -	\$ -	\$ (257,076)	\$ (257,053)	100.0%	\$	(514,106)	\$ 70,794	\$ (327,870)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 405,399	\$ 24,254	\$ 3,851	\$ 477,413	\$ 910,916	\$ 53,289		\$	106,578	\$ 263,577	\$ 672,296

*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 June 30, 2025

	811 B&T Admin	812 Swimming	813 Tennis	822 Poolside Café	6/30/25 YTD Total	6/30/25 YTD Adopted Budget	6/30/25 % of YTD Amended Budget	2025 Adopted Budget	6/30/24 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>										
Memberships	\$ -	\$ 558,660	\$ 27,869	\$ -	\$ 586,529	\$ 251,391	233.3%	\$ 502,782	\$ 426,930	\$ 159,599
Programs/User Fees	-	71,844	28,342	-	100,186	102,900	97.4%	205,800	90,399	9,788
Food Sales	-	-	-	31,856	31,856	4,015	793.4%	8,030	-	-
Beverage Sales	-	-	-	21,188	21,188	1,815	1167.4%	3,630	-	-
Grants	-	-	-	-	-	-	N/A	-	-	-
Other Revenue	95,923	-	-	1,500	97,423	45,500	214.1%	91,000	94,690	2,733
Total Operating Revenues	\$ 95,923	\$ 630,504	\$ 56,211	\$ 54,543	\$ 837,181	\$ 405,621	206.4%	\$ 811,242	\$ 612,019	\$ 172,119
<u>OPERATING EXPENDITURES</u>										
Personnel	\$ 95,656	\$ 18,031	\$ -	\$ -	\$ 113,687	\$ 145,309	78.2%	\$ 290,617	\$ 16,976	\$ 96,712
Materials & Supplies	350	20,209	1,424	-	21,983	14,078	156.2%	28,155	28,911	(6,928)
Operational & Contractual	73,059	184,086	45,743	52,054	354,941	321,674	110.3%	643,347	400,079	(45,138)
Other	-	-	-	-	-	-	N/A	-	-	-
Capital	872	11,240	-	-	12,112	359,450	3.4%	718,900	346,999	(334,887)
Total Operating Expenditures	\$ 169,937	\$ 233,566	\$ 47,167	\$ 52,054	\$ 502,724	\$ 840,510	59.8%	\$ 1,681,019	\$ 792,965	\$ (290,241)
B&T Administration Overhead Allocation*	\$ 416,003	\$ (69,262)	\$ (13,723)	\$ (5,000)	\$ 328,018	328,018	100.0%	\$ 656,036	\$ 18,728	\$ 309,290
Operating Revenues Over (Under) Expenditures	\$ 341,989	\$ 327,676	\$ (4,679)	\$ (2,510)	\$ 662,475	\$ (106,871)	-619.9%	\$ (213,742)	\$ (162,218)	\$ 771,650
<u>INTERFUND TRANSACTIONS</u>										
Reimbursement From Other Fund	\$ 20,004	\$ -	\$ -	\$ -	\$ 20,004	\$ 20,000	100.0%	\$ 40,000	\$ 20,004	\$ -
Reimbursement To General Fund	(277,080)	-	-	-	(277,080)	(277,053)	100.0%	(554,106)	(25,392)	(251,688)
Total Interfund Transactions	\$ (257,076)	\$ -	\$ -	\$ -	\$ (257,076)	\$ (257,053)	100.0%	\$ (514,106)	\$ (5,388)	\$ (251,688)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 84,913	\$ 327,676	\$ (4,679)	\$ (2,510)	\$ 405,399	\$ (363,924)		\$ (727,848)	\$ (167,606)	\$ 519,962

*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 June 30, 2025

	815 Polo	816 Open Fields	6/30/25 YTD Total	6/30/25 YTD Amended Budget	6/30/25 % of YTD Amended Budget	2025 Adopted Budget	6/30/24 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>								
Field Rentals	\$ -	\$ 72,667	\$ 72,667	\$ 101,500	71.6%	\$ 203,000	\$ 67,833	\$ 4,834
Range Rentals	-	-	-	-	N/A	-	-	-
Taste of Oak Brook	-	-	-	-	N/A	-	-	-
Other Revenue	-	-	-	-	N/A	-	-	-
Total Operating Revenues	\$ -	\$ 72,667	\$ 72,667	\$ 101,500	71.6%	\$ 203,000	\$ 67,833	\$ 4,834
<u>OPERATING EXPENDITURES</u>								
Personnel	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Materials & Supplies	-	-	-	4,745	0.0%	9,490	-	-
Operational & Contractual	-	20,536	20,536	38,011	54.0%	76,022	23,646	(3,110)
Capital	-	-	-	-	N/A	-	-	-
Total Operating Expenditures	\$ -	\$ 20,536	\$ 20,536	\$ 42,756	48.0%	\$ 85,512	\$ 23,646	\$ (3,110)
B&T Administration Overhead Allocation*	\$ -	\$ (27,877)	\$ (27,877)	(27,877)	100.0%	\$ (55,754)	\$ -	\$ (27,877)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ -	\$ 24,254	\$ 24,254	\$ 30,867	78.6%	\$ 61,733	\$ 44,187	\$ (19,934)

*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 June 30, 2025

	821 B&T Clubhouse	6/30/25 YTD Amended Budget	6/30/25 % of YTD Amended Budget	2025 Adopted Budget	6/30/24 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>						
Rentals	\$ 89,551	\$ 117,000	76.5%	\$ 234,000	\$ 56,017	\$ 33,533
Other Revenue	-	-	0.0%	-	-	-
Total Operating Revenues	\$ 89,551	\$ 117,000	76.5%	\$ 234,000	\$ 56,017	\$ 33,533
<u>OPERATING EXPENDITURES</u>						
Personnel	\$ -	\$ -	N/A	\$ -	\$ -	\$ -
Materials & Supplies	2,759	6,875	40.1%	13,750	6,812	(4,054)
Operational & Contractual	22,494	20,183	111.5%	40,365	24,366	(1,873)
Capital	-	-	N/A	-	-	-
Total Operating Expenditures	\$ 25,252	\$ 27,058	93.3%	\$ 54,115	\$ 31,178	\$ (5,926)
B&T Administration Overhead Allocation*	\$ (60,447)	(60,447)	100.0%	\$ (120,895)	\$ (6,250)	\$ (54,197)
Operating Revenues Over (Under) Expenditures	\$ 3,851	\$ 29,495	13.1%	\$ 58,990	\$ 18,589	\$ (14,738)
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 3,851	\$ 29,495		\$ 58,990	\$ 18,589	\$ (14,738)

*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 June 30, 2025

	823 Golf Café	831 Golf General Operation	832 Golf Learning & Practice	833 Golf Cart Operations	834 Golf Course Maintenance	844 Golf Surcharge	6/30/25 YTD Total	6/30/25 YTD Amended Budget	6/30/25 % of YTD Amended Budget	2025 Adopted Budget	6/30/24 YTD Total	Difference Prior Year
<u>OPERATING REVENUES</u>												
Memberships	\$ -	\$ 358,600	\$ -	\$ -	\$ -	\$ -	\$ 358,600	\$ 228,413	157.0%	\$ 456,825	\$ 396,900	\$ (38,300)
Greens Fees	-	715,221	-	-	-	-	715,221	932,995	76.7%	1,865,990	701,460	13,761
Pro Shop Sales	-	79,230	-	-	-	-	79,230	90,000	88.0%	180,000	73,707	5,523
Golf Lessons	-	-	80,735	-	-	-	80,735	22,500	358.8%	45,000	35,910	44,825
Driving Range Fees	-	-	384,292	-	-	-	384,292	330,691	116.2%	661,382	298,354	85,938
Rentals	17,250	3,285	14,750	224,397	-	-	259,682	332,500	78.1%	665,000	271,335	(11,653)
Food Sales	22,601	-	-	-	-	-	22,601	24,875	90.9%	49,750	20,044	2,557
Beverage Sales	884	-	-	-	-	-	884	37,625	2.3%	75,250	-	884
Golf Surcharge	-	-	-	-	-	90,829	90,829	112,500	80.7%	225,000	91,629	(800)
Other Revenue	-	35,254	-	-	-	-	35,254	3,500	1007.3%	7,000	1,439	33,815
Total Operating Revenues	\$ 40,735	\$ 1,191,590	\$ 479,777	\$ 224,397	\$ -	\$ 90,829	\$ 2,027,328	\$ 2,115,599	95.8%	\$ 4,231,197	\$ 1,890,779	\$ 136,550
<u>OPERATING EXPENDITURES</u>												
Personnel	\$ -	\$ 193,108	\$ 51,685	\$ 23,773	\$ 324,367	\$ -	\$ 592,934	\$ 680,223	87.2%	\$ 1,360,447	\$ 431,748	\$ 161,186
Materials & Supplies	(783)	58,580	30,948	504	91,686	-	180,935	187,318	96.6%	374,635	130,700	50,236
Operational & Contractual	-	95,493	12,486	5,534	23,437	-	136,950	225,987	60.6%	451,973	159,540	(22,590)
Other	-	-	-	-	-	-	-	-	N/A	-	-	-
Capital	-	277,183	-	48,470	73,750	-	399,403	425,527	93.9%	851,054	784,937	(385,534)
Total Operating Expenditures	\$ (783)	\$ 624,364	\$ 95,119	\$ 78,281	\$ 513,241	\$ -	\$ 1,310,222	\$ 1,519,054	86.3%	\$ 3,038,108	\$ 1,506,925	\$ (196,703)
Operating Revenues Over (Under) Expenditures	\$ 41,517	\$ 567,226	\$ 384,658	\$ 146,117	\$ (513,241)	\$ 90,829	\$ 717,106	\$ 596,544	120.2%	\$ 1,193,089	\$ 383,854	\$ 333,252
B&T Administration Overhead Allocation*	\$ -	\$ (239,693)	\$ -	\$ -	\$ -	\$ -	\$ (239,693)	(239,693)	100.0%	\$ (479,387)	\$ (12,478)	\$ (227,215)
<u>INTERFUND TRANSACTIONS</u>												
Reimbursement To General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	0.0%	\$ -	\$ (76,182)	
Total Interfund Transactions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	\$ -	\$ (76,182)	
Total Revenues Over (Under) Expenditures - Budgetary Basis	\$ 41,517	\$ 327,533	\$ 384,658	\$ 146,117	\$ (513,241)	\$ 90,829	\$ 477,413	\$ 356,851		\$ 713,702	\$ 295,193	\$ 106,037

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



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 Special Meeting
of
July 23, 2025

SUBJECT: First Addendum to the License Agreement By and Between the Village of Oak Brook and Chic Chef Catering, Inc.

FROM: Joseph Mitchell, Assistant Village Manager

BUDGET SOURCE/BUDGET IMPACT: The Minimum Monthly Fee income (821-44640) will be reduced to \$1,000.00 per month during the renovation period. Once completed, the minimum monthly fee will be fixed at \$10,000 for ten (10) years under the attached agreement, subject to CPI-U adjustments or \$500.00 per month, whichever is greater thereafter. The Village is to receive 15% of food/beverage fees, 5% of venue fees throughout the term of the agreement and all applicable sales taxes.

RECOMMENDED MOTION: I move that the Village Board approve Ordinance 2025-SC-AG-AMND-CHIC-S-1724, An Ordinance Approving and Authorizing the Execution of the First Addendum to the License Agreement between the Village and Chic Chef Catering, Inc.

Background/History:

On December 12, 2023, the Village Board approved Ordinance 2023-SC-AG-CHIC-S-1686, authorizing a licensing agreement between Chic Chef and the Village of Oak Brook for the management of food and beverage operations at the Bath and Tennis banquet facility located at 800 Oak Brook Road. Building upon this partnership, the Licensee now proposes privately funded public facility improvements to the Bath and Tennis property totaling approximately \$8 million, at no cost to taxpayers.

Public Engagement and Community Feedback

The long-term use of the Bath & Tennis facilities has been the focus of five publicly held meetings in the preceding three months:

- April 8, 2025 – Village Board Meeting
- April 29 & May 21, 2025 – Sports Core Committee Meetings
- May 27 & June 10, 2025 – Village Board Meetings

These meetings demonstrated strong community interest and participation. Based on a thorough analysis of data presented, a public-private partnership with Chic Chef emerged as the most viable and fiscally responsible approach to address long-standing deferred maintenance while preserving key recreational and hospitality assets.

The revised renovation proposal reflects a 30% reduction in scope from initial designs, eliminates the impact on existing tennis courts, and ensures substantial facility improvements that preserve the historic and recreational integrity of the site.

Key Components of the Renovation Scope

The proposed improvements include:

- Public facility improvements to the banquet facility include new and/or upgraded locker rooms and bathrooms, bridal and groom suites, cathedral area, new banquet room, offices, and commercial kitchen as well as new pool check in, office, and cafe amenities
- Expansion of paved and lighted parking to support approximately 120 additional vehicles (significantly more than needed for banquet operations) at the sole expense of the licensee.
- Construction of three (3) new locker rooms (men's, women's, and family), a new pool café, pool manager's office, check-in area, and an expanded pool deck.
- Addition of elevated outdoor spaces, including a loggia for event photography and dining patios.
- Enclosed storage areas and a walled delivery court.
- Preservation of the original cathedral area with fireplace and wood columns for nostalgic value.
- New tennis office and dedicated men's and women's tennis restrooms.

Project Conditions and Timeline

- **Financing:** The Licensee must secure funding by a specified deadline.
- **Construction Schedule:** Work will begin after Labor Day 2025, with completion of the pool and related amenities required prior to Memorial Day 2026. Delays will incur a \$500 per day penalty until the pool, café, check-in area, and locker rooms are fully operational.
- **Minimum Monthly Fee Terms:** During construction, the Licensee will pay a reduced minimum monthly fee of \$1,000 per month. Post-renovation, the minimum monthly fee will be set at \$10,000 per month for 10 years, with adjustments based on CPI-U or a minimum \$500 annual increase thereafter, whichever is greater.
- **Catering Limitations:** Offsite catering from the premises is not allowed; accessory storage and overnight parking are prohibited.
- **Event Scheduling:** Licensee receives exclusive booking rights Friday through Sunday; weekday events require Village approval.
- **Beach/Pond Usage:** As in years of documented past practice, the Licensee may not restrict beach/pond access between 11:00 AM–4:00 PM during the operating season and never for more than two (2) hours during any event.
- **Parking Lots:** The parking lots shall remain within the complete control of the Village and the Licensee shall have access to said parking lots on the days of scheduled events.

Agreement Amendments

- **Term Extension:** The licensing term will extend to 20 years, with one (1) optional 5-year renewal at the Licensee's discretion, subject to compliance.
- **Early Termination Clause:** The Village may terminate the agreement *without cause* after year 10 with 12 months' written notice and through year 20, with compensation to the Licensee based on a declining multiplier (e.g., 2.8 in completed year 11 down to 1.0 in completed year 20) of average banquet revenues from the preceding 5 years, minus net of average Village fees from the preceding 5 years.
- **Financial Adjustments:**
 - Deferral of the first two (2) years of minimum monthly fee, to be repaid as \$30,000 quarterly installments beginning two years after project completion.
 - The Village will continue to receive 15% of food and beverage fees and 5% of venue fees throughout the agreement term and all sales tax revenues from events.
 - Chic Chef agrees to guarantee annual minimal revenues (food and beverage, sales tax, venue fee percentages and a minimum monthly fee) to be paid to the Village throughout the twenty-year licensing agreement, regardless of actual revenue earned.

Maintenance Responsibilities

- **Licensee:** Responsible for all interior and banquet facility exterior maintenance, equipment upkeep, and the curtilage of the exterior minus the areas associated with the pool area, including the entry.
- **Village:** Responsible for maintaining outdoor spaces, including landscaping, snow removal, and upkeep of the pool and surrounding deck.

Community Benefits and Provisions

- **Resident Discounts:** 50% off venue fees for Village residents hosting Monday–Thursday events.
- **Community Access:** Village retains use of the facility for the "Taste of Oak Brook", International Fest, and Special Olympics events.
- **"Oak Brook Community Nights":** Hosted by the Licensee for one weekday each month with free food for residents and a cash bar.
- **End of Season Party:** An end-of-season pool party will be held annually for Bath and Tennis members, including food and beverages provided by Chic Chef.
- **Operational Oversight:** The Village will maintain access to all financial and sales records for venue event to ensure monitoring and compliance purposes.
- **Subleasing:** Subleasing or transferring rights to third parties is prohibited (without Village approval), except in direct connection with banquet sub-contracted activities such as DJ, photographer, florist.
- **Capacity Compliance:** No event may exceed the banquet facility's 2025 approved capacity by more than eighty (80) guests.

Conclusion

The proposed Addendum represents a substantial, privately financed investment in Village-owned infrastructure, with no financial impact to taxpayers. In addition to preserving and enhancing a key community asset, the agreement ensures sustainable revenue generation and long-term operational improvements. This renovation project will eliminate the need for approximately \$4.5 million in immediate taxpayer-funded capital repairs to the banquet facility, while significantly improving the quality of recreational and hospitality services available to residents and visitors for decades to come.

The annual revenue stream from the Licensee will be used to reinvest in the Sports Core, namely the pool and tennis amenities.

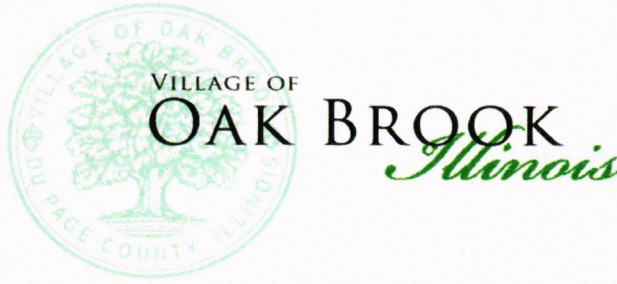
Upon approval of the Addendum, a formal final design (in substantial conformity with the attached Preliminary Design) will be prepared and submitted to the Village Board for review and approval at a future meeting. This will include comprehensive engineering plans, detailed construction specifications, material selections, project phasing schedules, and final cost estimates, all developed in coordination with qualified design and construction professionals.

Recommendation:

Staff recommends that the Village Board approve 2025-SC-AG-AMND-CHIC-S-1724, An Ordinance Approving and Authorizing the Execution of the First Addendum to the License Agreement between the Village and Chic Chef Catering, Inc.

Attachments:

1. Chic Chef Signed Agreement
2. OrdApproveLicenseAgreement_ChiChef_FirstAddendum
3. First Addendum to License Agreement
4. Oak Brook Manor_Preliminary_Design_06-09-2025
5. Accounting of EXHIBIT B Chic Chef Total Revenue 20 Years Revenue and Buy Out FINAL No Sales Tax Outside (1)



ITEM 10.A.14

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

AGENDA ITEM

Regular Board of Trustees Meeting
of
December 12, 2023

SUBJECT: Bath and Tennis Clubhouse Food and Beverage Management Licensing Services Agreement

FROM: Joseph P. Mitchell, Assistant Village Manager 

BUDGET SOURCE/BUDGET IMPACT: The proposed Bath and Tennis Clubhouse Food and Beverage Management Leasing Services agreement would net a minimum of \$120,000.00 annually in rent for use of facility and 15% of all gross food and beverage sales from events hosted onsite. The Village of Oak Brook shall receive sales taxes associated with all outside catering services performed by Chic Chef whereupon any or all of the food is prepared at the Clubhouse.

RECOMMENDED MOTION: I move that the Village Board approve Ordinance 2023-SC-AG-CHIC-S-1686 an Ordinance Approving and Authorizing the Execution of a Licensing Agreement for the Managing of the Bath and Tennis Clubhouse Food and Beverage Management Licensing Services Agreement.”

Background/History:

At the October 10, 2023, Board of Trustees Meeting, the Village Board approved the “Authorization to Seek Bids or Proposals or Negotiate Contracts: Food and Beverage Management Leasing Services at the Bath & Tennis Clubhouse, Golf Club, and Poolside Café.”

Subsequent to that meeting, a Request For Proposals was disseminated through the Village website and a legal notice through the Daily Herald with a closing date and time of Thursday, November 2, 2023, at 2:00 P.M. A pre-submittal meeting and facility tour was held at 10:00 am on Friday, October 20, 2023, beginning at the Bath and Tennis Clubhouse, 800 Oak Brook Road whereupon five (5) interested parties participated.

The Village received four (4) proposals, three (3) proposals were for managing all three (3) locations and one proposal specifically requested to only manage the Golf and Poolside Café.

After careful and thorough review by staff, Chic Chef was chosen solely for Bath and Tennis Clubhouse Food and Beverage Management based on its award-winning service, Wedding Wire Couple's Choice Awards 2023 and The Knot, Best of Weddings 2023, and experience in catering and hosting special events. Currently, Chic Chef caters or hosts over two hundred and eighty (280) events per year. Additionally, Chic Chef proposed the highest lease price, \$10,000.00 per month and annual percentage of gross revenue for food and beverage of 15% to be paid to the Village for use of the Clubhouse. Further, Chic Chef will split the cost for utilities at the clubhouse equally (50%) with the Village if they exceed \$20,000.00. Chic Chef also agrees to be solely responsible for any interior maintenance, to include preventive maintenance and repair of all equipment, building mechanical systems, furnishings and supplies within the Clubhouse and cleaning.

Recommendation

Staff recommends that the Village Board approve Ordinance 2023-SC-AG-CHIC-S-1686 an Ordinance Approving and Authorizing the Execution of a Licensing Agreement for the Managing of the Bath and Tennis Clubhouse Food and Beverage Management Licensing Services Agreement.

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
NUMBER 2023-SC-AG-CHIC-S-1686

AN ORDINANCE
APPROVING AND AUTHORIZING THE EXECUTION OF THE
LICENSE AGREEMENT BY AND BETWEEN THE VILLAGE OF
OAK BROOK AND CHIC CHEF CATERING, INC.

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 12th day of December 2023

ORDINANCE NO. 2023-SC-AG-CHIC-S-1686

AN ORDINANCE
APPROVING AND AUTHORIZING THE EXECUTION OF THE LICENSE AGREEMENT BY
AND BETWEEN THE VILLAGE OF OAK BROOK AND CHIC CHEF CATERING, INC.

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

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

WHEREAS, the Village of each Village may fix the amount, terms, and manner of issuing and revoking licenses pursuant to 65 ILCS 5/11-60-1;

WHEREAS, the Village is the owner of certain real property located within its corporate boundaries commonly known as the Oak Brook Bath & Tennis Club (hereinafter the "Club") located at 800 Oak Brook Road, Oak Brook, IL 60523 (the "Property"), which is currently improved with various buildings and facilities including but not limited to a banquet hall, swimming pools, tennis courts, Catering areas, and social space;

WHEREAS, the Village has previously managed and operated the event planning and food and beverage catering services (the "Catering Services") at the Club;

WHEREAS, to alleviate the related administrative and management burdens, the Village desires to contract with a third-party to manage and operate the Club's Catering Services on a portion of the Property;

WHEREAS, Chic Chef Catering, Inc., (the "Licensee") is an Illinois Corporation with its principal place of business at 1000 Pauley Dr., Elk Grove Village, IL 60007 in the business of event planning, hosting, and food and beverage catering;

WHEREAS, Licensee desires to contract with the Village to manage and operate the Catering Services located on a portion of the Property, all in accordance with and subject to the terms and conditions of the License Agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Village is willing to grant the necessary rights and privileges to Licensee subject to the terms and conditions of said Agreement.

WHEREAS, the Corporate Authorities of the Village of Oak Brook deems it to be in the best interests of the Village and its residents to approve and consent to the License Agreement for the purposes referenced herein.

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

Section One – Recitals

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

Section Two – Approval of Agreement

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

Section Three – Authorization

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

Section Four - Other Actions Authorized

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

Section Five - Authorization of Expenditures

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

Section Six - Acts of Village Officials

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

Section Seven – Effective Date

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

Section Eight - Publication

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

Section Nine – Conflict Clause

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

Section Ten – Saving Clause

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

Section Eleven – Recording

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

PASSED THIS 12th day of December 2023.

Ayes: Trustee Jain, Manzo, Martin, Reddy, Tiesenga

Nays: Trustee Nagle

Absent: None

APPROVED THIS 12th day of December 2023.



LAURENCE E. HERMAN,
Village President

ATTEST:



NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Agreement]

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made as of the date last signed below (the "Effective Date"), between the Village of Oak Brook, a municipal corporation organized under the laws of the State of Illinois with its principal place of business at 1200 Oak Brook Rd, Oak Brook, IL 60523 (the "Village") and Chic Chef Catering, Inc., an Illinois Corporation with its principal place of business at 1000 Pauley Dr., Elk Grove Village, IL 60007 (the "Licensee"). Both the Village and Licensee each individually a "Party" and collectively the "Parties" hereto, state the following:

RECITALS

WHEREAS, the Village is the owner of that certain real property located within its corporate boundaries commonly known as the Oak Brook Bath & Tennis Club (hereinafter the "Club") located at 800 Oak Brook Road, Oak Brook, IL 60523 (the "Property"), legally defined in Exhibit A-1, attached hereto, and depicted in Exhibit A-2 attached hereto; which is currently improved with a number of buildings and facilities including but not limited to a banquet hall, swimming pools, locker rooms, tennis courts, catering areas, and social space;

WHEREAS, Chic Chef Catering, Inc., is an Illinois Corporation with its principal place of business at 1000 Pauley Dr., Elk Grove Village, IL 60007 in the business of event planning, hosting, and food and beverage catering;

WHEREAS, the Village has previously managed and operated the event planning and food and beverage catering services (the "Catering Services") at the Club;

WHEREAS, to alleviate the related administrative and management burdens, the Village desires to contract with a third-party to manage and operate the Club's Catering Services on a portion of the Property;

WHEREAS, Licensee desires to contract with the Village to manage and operate the Catering Services located on a portion of the Property, all in accordance with and subject to the terms and conditions of this Agreement; and

WHEREAS, the Village is willing to grant the necessary rights and privileges to Licensee subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. RECITALS

The Parties hereto acknowledge the accuracy of the foregoing recitals and do hereby incorporate them into this License Agreement by reference as if they were fully set forth in this Article I.

ARTICLE II. DEFINITIONS

The Parties hereto acknowledge and agree the following terms shall have the meanings provided below throughout this Agreement:

- A. **Licensed Premises.** The Village, in reliance upon and in consideration of the representations, warranties, covenants and conditions herein contained on the part of Licensee, hereby permits to Licensee, and Licensee hereby hires and takes of and from the Village for the Term, as hereinafter defined, and upon the provisions, covenants and conditions herein set forth, that certain area of the Club on the Property (the "Premises") to operate the respective Permitted Uses, as hereinafter defined, in substantial conformance with the approximated outline as depicted on Exhibit A-3 attached hereto and incorporated herein by reference. The areas of the Property that is excluded from the licensed Premises provided for herein will be used and maintained by the Village and/or other contracted party.
- B. **Catering Area.** The general areas of the Licensed Premises where the Catering Facilities, as hereafter defined, exist. See Exhibit A-3 attached hereto and made a part hereof for a depicting of the specific locations on the Property at which Catering operations may be conducted as a food and beverage service provider (the "Catering Area"). All structures, stands, carts, signs and/or vehicles shall be provided by Licensee at its sole cost and expense and shall be constructed in accordance with or otherwise comply with the design and sign criteria adopted by the village and in effect from time to time.
- C. **Banquet Area.** The general areas of the Licensed Premises where the Banquet Facilities, as hereafter defined, exist. See Exhibit A-3 attached hereto and made a part hereof for a depiction of the specific locations on the Premises at which the Parties agree banquet events and activities may be conducted in accordance with the terms provided herein and upon mutual agreement by the Parties on a case by case basis. Licensee understands and acknowledges that the Village will have priority to host the specific Special Events provided in Exhibit D and Licensee shall coordinate with the Village to avoid any conflicts around each specific Special Event. In the event the Village desires to host or use a portion of the Property for Village sponsored events not listed in Exhibit D, the consent of Licensee shall not be unreasonably withheld.
- D. **Licensed Area.** The Licensed Area shall mean the licensed Premises in its entirety, but also refer to those areas within the Premises that are not specifically detailed in the collective Exhibit A, but may exist in a less than permeant manner as required to operate the Club or accommodate for any future written agreements between the Parties to modify the specified areas as needed.
- E. **Payment of Fees.** All checks payable hereunder to the Village are payable to: "The Village of Oak Brook" and sent to 1200 Oak Brook Rd, Oak Brook, IL 60523 to the attention of the Director of Finance.
- F. **Term.** The initial term of this Agreement shall begin on the Effective Date and expire three (3) years following the date of February 1, 2024 (the "Term"). The provisions of this Agreement shall remain in full force and effect throughout the entire Term and any optional Extension Period, as defined herein, unless terminated earlier pursuant to this Agreement. Licensee shall have the option to extend (each an "Option") the Term for two (2) additional consecutive periods of two (2) years each (each Option representing a distinct "Extension Period") upon all terms and conditions of this Agreement, except that Licensee shall have no further right to extend the Term after the second Extension Period, and the Minimum Fee and the Percentage Fee shall be increased in accordance with the Fee Structure, attached hereto and incorporated herein as Exhibit B. An Option may be exercised only by Licensee giving the Village irrevocable and unconditional written notice thereof no later than three (3) months before the commencement of the applicable

Extension Period. Said exercise shall, at the Village's election, be null and void if Licensee has failed to faithfully, diligently and consistently comply with all obligations under this Agreement during the Term or an Extension Period, as the case may be, or if Licensee is in default under this Agreement at the date of said notice or at any time thereafter and prior to commencement of said Extension Period. If Licensee shall fail to exercise an Option in accordance with the terms hereof, said Option shall terminate and be null and void. Licensee's exercise of an Option shall not operate to cure any default by Licensee of any of the terms or provisions in this Agreement, nor to extinguish or impair any rights or remedies of the Village arising by virtue of such default. If this Agreement or Licensee's right to possession of the Premises and/or any other area located on the Property shall terminate in any manner whatsoever before Licensee shall exercise an Option, or before the commencement of the applicable Extension Period or if Licensee shall have assigned this Agreement (without the written consent of the Village); in whole or in part, or subleased or sublicensed all or any portion of the Premises (without the written consent of the Village) before Licensee shall have exercised the applicable Option, then immediately upon such termination, sublease, sublicense or assignment, the Options shall simultaneously terminate and become null and void. If the Term shall terminate for any reason prior to the expiration of the initial Term or first Extension Period, in the case of the second Option, then the Options shall become null and void, whether or not it has been previously exercised. Time is of the essence of this provision.

- G. Times of Operation. See Exhibit C attached hereto and made a part hereof for specific operating dates, hours of operation, and prohibitions on operation relating to the licensed areas that are subject to this Agreement.

Licensee agrees to continuously operate and conduct its business from the Premises and License Area during the minimum periods required above for the uses permitted hereunder in a first-class, professional and businesslike manner consistent with reputable business standards and practices such that the reputation of the Property is developed and enhanced and the Additional Fees are maximized. Without limiting the foregoing, Licensee shall keep the Premises and License Area adequately staffed with well trained personnel for efficient first-class service. Licensee agrees that the foregoing obligations go to the essence of the parties' agreement hereunder.

- H. Permitted Use. Licensee shall be authorized and permitted to use the Premises and Licensed Area(s) to operate and manage a food and beverage catering business with event planning and hosting components including Catering Services both on-premises within the Banquet Area as well as off-premises at the desired location of Licensee's clients (the "Catering Event Activities"). Licensee will perform the food and beverage preparation activities utilizing the existing commercial kitchen within the Catering Area (the Catering Area and commercial kitchen areas may also referenced as the "Catering Facility" or "Catering Facilities"). Licensee will perform the event planning, and when applicable for on-premises events, hosting activities, within the delineated Banquet Area and surrounding ancillary guest areas (collectively the "Banquet Facility" or "Banquet Facilities").
- I. Minimum Fee. Unless otherwise provided for or otherwise mutually agreed by the Parties hereto, Licensee shall pay a minimum fee (the "Minimum Fee") in the amount of \$120,000.00 per year, payable in equal monthly installments of \$10,000.00. Such monthly payments shall be due on the first (1st) day of each month throughout the entire Term and any Extension Period provided herein. The first payment of the Minimum Fee shall be due February 1, 2024. Upon Licensee exercising its Option to extend the Term of this Agreement for any Extension Period, the Minimum Fee shall increase in accordance with the schedule provided within Exhibit B.

- J. Additional Fees. In addition to the above Minimum Fee, throughout the Term and any optional Extension Period thereafter, Licensee shall pay, or cause to be paid, to the Village, where applicable: (i) the associated Sales Tax for all Catering Event Activities, as hereinafter defined; and (ii) a Percentage Fee of Gross Sales, as hereinafter defined, resulting from any product or service offerings relating to the Permitted Use of the Premises, in accordance with the schedule provided in Exhibit B.
- K. Catering Event Activities. Any "Catering Event Activities" shall mean all business activities conducted by Licensee that in any way utilize the use of the Premises and its related Catering Facilities or Banquet Facilities, regardless of whether any catering service or event is hosted or performed on-premises at the Property, or off-premises at a remote location. In the event the Licensee engages with any client or unrelated entity for the performance of any Catering Event Activities off-premises, Licensee agrees and acknowledges that the Point-of-Sale shall be the Village of Oak Brook. All agreements signed by clients with Licensee shall be executed in Oak Brook at the Club. Licensee will set a date and time with the clients so all parties can meet at the Club. The parties hereto understand that Licensee may have to collect or be reimbursed the sales tax derived from the sale, therefore, Licensee hereby understands and agrees that any sales tax derived from contracts entered into in the Village of Oak Brook shall be paid to the Village immediately upon collection of said sales tax.
- L. Other Charges:
Licensee shall be responsible for 50% of the aggregate cost of the following utility services that exceeds \$20,000.00 in any calendar year during the enactment of this agreement:
- i. electricity
 - ii. water
 - iii. gas
 - iv. trash removal
- M. Other Expenses:
Licensee shall be solely responsible for all costs and expenses in performing its obligations under this Agreement, including but not limited to any and all operational costs of providing food and beverage services and shall specifically include costs and expenses of management, labor, supplies, materials, and food and beverage products. Licensee shall be solely responsible for all costs and expenses related to point-of-sale operations. Licensee shall be responsible, at its sole cost and expense, for arranging, providing, and funding the care and maintenance of kitchen and bar support services, including point of sale and inventory software and hardware, grease traps, beer and soda lines, CO2 systems, pest control, dish cleaning machines, fryer and range hood care and cleaning. Licensee shall be responsible, at its sole cost and expense, for any desired cable or satellite television expenses. Licensee shall be solely responsible for sourcing its own internet service connection and any costs or expenses related to the installation, maintenance, or use of such internet service.
- N. License Fees. Licensee shall be responsible for obtaining, and maintaining, the applicable business and liquor licenses from the Village at all times throughout the Term of this Agreement.
- O. Performance Deposit. Licensee, concurrently with the execution of the this Agreement, shall deposit in advance with Village, the sum of equal to one month's Minimum Fee in the form of a Performance Deposit as security for the full and prompt performance by Licensee of all of its obligations hereunder, which sum may be applied by Village for the purpose of any default or defaults of Licensee under this Agreement including the costs to cover any lost or damaged Equipment, less normal wear and tear, upon Termination.

P. Equipment.

- i. Use of Village Equipment. Within 30 days after the execution of this Agreement, the Licensee shall review the list of food and beverage related equipment, furnishings, and other personal property, attached hereto and incorporated herein as Exhibit E, that is located on the Licensed Premises (the "Village's Equipment" or "Equipment") and shall identify such Equipment that it desires to use for its operations. The Licensee may use the Village's Equipment at no cost to the Licensee but shall be responsible for maintaining, repairing or replacing the Village's Equipment at its sole cost. Use of the Village's Equipment shall not entitle the Licensee to any ownership or leasehold interest in said Equipment. The Village shall have the option of removing and/or storing on the Licensed Premises any Village Equipment that the Licensee opts not to use.
- ii. Condition of Village's Equipment. The Licensee acknowledges and agrees that it has inspected the Village's Equipment. The Licensee acknowledges and agrees that no representations as to the condition of the Village's Equipment have been made and no agreements or promises to repair or replace the same have been made by the Village prior to execution of this Agreement that are not herein expressed. The Licensee agrees to use the Village's Equipment in "AS IS" condition. Upon expiration or termination of this Agreement, the Licensee agrees to return the Village's Equipment to the Village in good working condition, normal wear and tear excepted.
- iii. Licensee's Equipment. The Licensee shall purchase and/or provide at its own cost and expense the equipment necessary to exercise its rights and perform its obligations under this Agreement that is not already being provided by the Village (the "Licensee's Equipment"). The Licensee's Equipment shall be delivered, operated, stored and maintained at the Catering Facility and if such is required to be permanently affixed to the Property, shall become the property of the Village upon expiration or termination of this Agreement. The Licensee shall execute a bill of sale for conveyance of the Licensee's Equipment to the Village, free and clear of all liens and encumbrances, upon expiration or termination of this Agreement.

Q. Gross Sales. The term "Gross Sales" as used herein means the total amount in dollars of the actual sales price, whether for cash, credit, in-kind goods or services or otherwise, of all revenues derived from Licensees use of the Premises and operation of the Catering Facility.

R. Operating Season. Licensee agrees to operate and/or perform the Catering Event Activities throughout the calendar year, subject to the time or dates during such period when Licensee is excused or prohibited from operating, as set forth in Exhibit C attached hereto.

S. Law. Any reference to the "Law" or "Laws" shall mean all federal, state, county and local governmental and municipal laws; statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements, applicable equitable remedies and decisions by courts in cases where such decisions are binding precedents in Illinois and decisions of federal courts applying the laws of Illinois at the time in question.

T. Parking Area. Licensee shall work with the Village in establishing and implementing a parking plan for scheduled events at the Club to ensure adequate parking and pedestrian access for the attendees of such events and the patrons of other surrounding Village facilities. For scheduled weddings and other large-scale events hosted at the Club, Licensee shall be responsible for securing additional off-site parking sufficient to accommodate the anticipated attendees at Christ Church through an agreement between Christ Church and Licensee. Licensee shall be responsible

for arranging for Oak Brook Police Department personnel to assist attendees crossing over 31st Street from Christ Church to the Club. Licensee shall be responsible for reimbursing the Village for all such costs associated with this crossing assistance at the Village's published rates. Licensee shall comply with the parking plan established by the Village for all scheduled events at the Club.

- a. Change of Control. A "Change of Control" shall be deemed to have occurred if any of the following events take place: (i) Acquisition: Any individual, entity, or group of related individuals or entities, whether acting together or separately, acquires beneficial ownership of more than forty-nine percent (49%) of the outstanding voting securities or equity interests of the Licensee, thereby obtaining control over the Licensee; (ii) Merger or Consolidation: The Licensee is a party to a merger, consolidation, or any other similar transaction, where the Licensee is not the surviving entity, resulting in a change in the majority ownership or control of the Licensee; or (iii) Sale of Assets: The licensee sells, transfers, or otherwise disposes of a significant portion of its assets, leading to a change in the majority ownership or control of the Licensee.

ARTICLE III.

LICENSE, PREMISES, LICENSE AREA, USE, AND TRADE NAME

The Village, in consideration of the payment of the Fees (as hereinafter defined), hereby grants the privilege to Licensee to operate a non-exclusive License in the defined Premises subject to the terms contained in this Agreement. Licensee accepts the Premises and the License Area(s) in its "AS IS" condition without any agreements, representations, understandings or obligations on the part of the Village to perform any alterations, repairs or improvements, except as may be specifically provided to the contrary herein. The Premises and the License Area shall be used only for the purposes set forth herein. Licensee shall operate its business at the Premises and the License Area under the general trade name of "_____" and shall not change its trade name without the prior written consent of the Village which the Village may withhold in its sole and absolute discretion. Modifications, whether permanent or temporary in nature, of the Premises and the License Area shall be made upon only written approval from the Village.

ARTICLE IV.

FEES AND REPORTS

A. Fees.

Minimum Fees, Additional Fees and all other fees and charges due under this Agreement are hereinafter collectively referred to as "Fees". Licensee shall pay Minimum Fees and Additional Fees to the Village in the amounts and at the times set forth herein. Failure of Licensee at any time to pay the amounts required under this Agreement shall entitle the Village to cause Licensee to cease operations either temporarily or permanently without forfeiting the Village's rights to collect all past and future Fees owing and without such action constituting a termination of this Agreement; provided, however, that if Licensee cures such failure within thirty (30) days after written notice from the Village, then the Village shall not exercise its right to cause Licensee to cease operations.

For each calendar year throughout the Term of this Agreement, Licensee warrants that the point of sale for all Catering Event Activities shall be at the Property within the Village of Oak Brook. Accordingly, Licensee shall accurately report, pay, or cause to be paid, where applicable, the Sales Tax referenced in Exhibit B, to the Village or other appropriate governmental agency in a timely manner.

For each calendar month throughout the Term of this Agreement, Licensee shall pay to the Village a Percentage Fee of Gross Sales and revenues received within thirty (30) days following the end of said month.

B. Reports.

Throughout the duration of this Agreement Licensee shall keep accurate business records and submit to the Village a detailed monthly report (the "Monthly Report"); and, Licensee shall provide the Village access to its point of sale systems and software. Licensee shall submit each Monthly Report within ten (10) business days following the end of the month said Monthly Report is being submitted for to meet the requirements provided herein. Each Monthly Report shall be certified by Licensee and in such form as will be designated by the Village from time to time, but in any case to include:

1. A breakdown of the number of events hosted on-premises vs. off-premises, occurring in the month that respective Monthly Report was prepared to represent;
2. The Gross Sales figures subject to the Percentage Fee, distinguishing between the Gross Sales derived from off-premises events, on-premises events, general Catering Event Activities, and any other component or transaction subject to the Percentage Fee occurring in the month that respective Monthly Report was prepared to represent;
3. Any other information requested by the Village to be included.

C. Other.

No later than January 30th following the end of each calendar year of the Term, Licensee shall deliver to the Village a statement, certified by Licensee's chief financial officer or a certified public accountant, of all Gross Sales for food and beverage for the said calendar year, and if the amount already paid by Licensee on account of Percentage Fees for that year is less than the actual amount due, then Licensee shall pay the deficiency simultaneously with the submission of said statement. If the amount already paid by Licensee on account of Percentage Fees for that year is more than the actual amount due, then Village shall refund Licensee the overpayment within 30 days of the submission of said statement.

Licensee shall record all sales in accordance with generally accepted accounting practices and retain copies of all sales tax reports and maintain the following books and records: (i) summary of sales reports, (ii) bank statements, (iii) bank reconciliation statements, (iv) state and federal income tax returns; and (v) such other records or methods that would normally be kept pursuant to generally accepted accounting principles, or as the Village may reasonably require in order to determine Gross Sales hereunder. A separate bank account shall be maintained for all revenue from the Premises and the License Area and no funds from any other source shall be deposited in such account. Licensee shall preserve such records and make them available to the Village upon demand at the place such records are preserved. Licensee shall preserve its sales records for each year for at least three (3) years from the end of the applicable calendar year. Upon demand, Licensee shall furnish the Village copies of its sales tax reports for such months as the Village shall request. The Village, by itself or through its auditor or other designated representative, shall have the right upon fifteen (15) days' notice to Licensee to audit all pertinent books, records and tax returns of Licensee for the purposes of verifying statements of Gross Sales submitted by Licensee. Failure to comply with an audit request within fifteen (15) days of such request is a material breach of this Agreement. All expenses of any such audit shall be borne by the Village unless such audit shall disclose discrepancies in reported sales with respect to any statement submitted by Licensee of two and one-half percent (2 ½ %) or more in which case all expenses of such audit, including travel and related expenses, shall be borne by Licensee and be payable on demand. If any such audit shall disclose a deficiency in the payment of Percentage Fee, then such deficiency shall immediately become due and payable with interest per annum at three percent (3%) plus the prime rate as published on the first day of the month in which payment is made as published in The Wall Street Journal or a similar publication or similar commercial rate of interest if the publication or prime rate shall no

longer exist, on the deficiency from the date such payment should have been made. If any such audit discloses discrepancies in reported sales with respect to any statement submit by Licensee of five percent (5%) or more, Licensee shall be in breach under this Agreement and the Village shall have the right to terminate is Agreement in addition to the rights set forth in this Paragraph.

The Village reserves the right to impose a late fee equal to the greater of (a) \$150.00 per late payment or (b) one and one-half percent (1 ½%) compounded monthly on any unpaid balance which remains fully or partially unpaid after the date due.

All payments made under this Agreement shall be sent to the Payment Address of Fees provided in Article II, by check or money order made payable to the Village. All bank service charges resulting from any bad checks shall be borne by Licensee.

ARTICLE V. TERM

The Term shall be for the period set forth in Article II hereof unless terminated prior to that time pursuant to the terms hereof. Throughout the entire Term of this Agreement Licensee shall be open for business in the Premises and the License Area during the entire respective Operating Seasons during all hours and on such days of the week as set forth herein, as the same may be modified from time to time by the Village. Licensee agrees that being open at the times and days aforesaid goes to the essence of the Parties' agreement hereunder and that the Village's remedies hereunder and at Law on account of Licensee's violation thereof may not be adequate. Licensee, therefore, agrees that should Licensee fail to host more than fifty events at the Banquet Facilities during the 2024 calendar year or less than 100 events annually during any subsequent calendar throughout the Term hereof, the Minimum Fee with respect to the following calendar year shall be increased to the sum of one hundred and fifty percent (150%) of the applicable sums as set forth herein. The liquidated damages provided in the previous sentence shall not be in lieu of the Village's other remedies hereunder or at law, and acceptance by the Village of such shall not be deemed an election or remedies or preclude the Village from seeking any other remedy permit the Village on account thereof. Permitting Licensee to continue operating the License shall in no way operate as a waiver on the part of the Village of any of its rights under this Agreement.

ARTICLE VI. TRANSFER OF RIGHTS UNDER AGREEMENT

Licensee agrees that it shall not give, sell, license, assign, sublet, permit, subcontract, sub-License or otherwise transfer its interest in this Agreement or rights or obligations under this Agreement without the express prior written consent of the Village, which consent may be withheld in the Village's sole discretion. Notwithstanding the foregoing, in the event of any dispute of the same, the Village shall never be deemed to have unreasonably withheld its consent if, in the judgment of the Village: (i) the transferee is of a character or engaged in a business which is not in keeping with the standards or criteria used by the Village in granting this Agreement; (ii) the financial condition of the transferee is such that it may not be able to perform its obligations under this Agreement; (iii) Licensee is in default under this Agreement; or (v) the Licensee lacks sufficient experience, in the opinion of the Village, in operating a the Permitted Uses of the type contemplated by this Agreement. The foregoing examples are not intended as an exhaustive list of reasonable reasons for the Village to withhold its consent; Any such transferee shall assume in writing all of Licensee's obligations and responsibilities under this Agreement, which written assumption shall be in the form and substance satisfactory to the Village. A Change in Control of Licensee or its parent shall be deemed a prohibited transfer hereunder. Any such purported transfer without the

consent of the Village shall be null and void and of no effect and, at the sole option of the Village, shall be grounds for termination of this Agreement.

ARTICLE VII. INSURANCE

A. Certificates of Insurance and Additional Insured Endorsement shall be presented to the Village within fifteen (15) days after the receipt by the Licensee of the Notice of Award and the unexecuted agreement, it being understood and agreed that the Village will not approve and execute the lease agreement until acceptable insurance certificates are received and approved by the Village.

B. Each Licensee performing any work pursuant to an agreement with the Village and each permittee working under a permit as required pursuant to the provisions of Title 1, Chapter 8 of the Code of Ordinances of the Village (hereinafter referred to as "Insured") shall be required to carry such insurance as specified herein. Such Licensee and permittee shall procure and maintain for the duration of the agreement or permit insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work under the agreement or permit, by either the Licensee, permittee, or their agents, representatives, employees, or subcontractors.

C. A contractor or permittee shall maintain insurance with limits no less than:

1. General Liability - \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, provided that when the estimated cost of the work in question does not exceed \$5,000 the required limit shall be \$500,000 and general aggregate of \$2,000,000;

2. Automobile Liability (if applicable) - \$1,000,000 combined single limit per accident for bodily injury and property damage;

3. Worker's Compensation and Employer's Liability - Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employer's Liability limits of \$1,000,000 per accident.

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

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

1. General Liability and Automobile Liability Coverage -

a. The Village, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Insured; premises owned, occupied, or used by the Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employee's volunteers, or agents.

b. The Insured's insurance coverage shall be primary insurance as respects the Village, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, volunteers, or agents shall be in excess of the Insured's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, officials, employees, volunteers, or agents.

d. The Insured's insurance shall apply separately to each covered party against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employer's Liability Coverage

a. The policy shall waive all rights of subrogation against the Village, its officers, officials, employees, volunteers, and agents for losses arising from work performed by the insured for the Village.

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

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

d. Each insured shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**ARTICLE VIII.
INDEMNIFICATION AND WAIVER**

Licensee will hold the Village and their respective officers, officials, managers, members, employees, partners, agents, directors, volunteers and such other persons as the Village may designate (individually an "Indemnitee" and collectively the "Indemnities") harmless and indemnify from all liability, liens, losses, judgments, costs, damages and expenses of whatsoever kind including reasonable attorneys' fees and costs, which may in any way be suffered by an Indemnitee or which may accrue against or be charged to or recovered from an Indemnitee by reason of or in consequence of the License granted, as aforesaid, or for or on account of any act or thing done or suffered or omitted to be done by Licensee under the authority or supposed authority of such grant. Licensee waives all claims against the Indemnities for injury to persons, damage to property or to any other interests of Licensee sustained by Licensee or any person claiming through Licensee resulting from any occurrence in or upon the Premises or the License Area, including, without limitation, any interruption in any utility services or any alleged failure to provide adequate security services; provided, however, that Licensee does not waive liability if due to gross negligence, gross misconduct and/or intentional acts by the Village, or their agents and employees. It is intended that this Article VIII shall survive the termination of this Agreement.

ARTICLE IX. LICENSEE COVENANTS

Licensee hereby warrants, represents and covenants to the Village as follows:

A. Licensee shall fully carry out all activities and provide all services as required by and limited by this Agreement and shall comply in all respects with this Agreement, including, without limitation, all Exhibits attached hereto.

B. Licensee shall be governed by, adhere to and obeying all respects all applicable Laws including, without limitation, the Village Code, including the any license ordinance as is now, or may be in effect from time to time during the Term and shall be responsible for obtaining any licenses or permits necessary to operate the License. Without limiting the generality of the effect of the foregoing, Licensee shall be governed by, adhere to and obey in all respects all Laws prohibiting discrimination against individuals and groups and all applicable Laws pertaining to prevailing wages. Further, Licensee, including all of its employees, servants, agents, and volunteers shall abide by and comply with all provisions of the Village of Oak Brook Code of Ordinances, resolutions, regulations, and policies as is now, or may be amended from time to time.

C. With respect to the sale, distribution or provision of food pursuant to this Agreement, Licensee represents and warrants that it is familiar with and shall specifically comply with any and all requirements for the operation of a food service establishment in accordance and compliance with the Village Code of Ordinances, as amended. Licensee shall make all necessary applications and obtain the necessary health and safety standard inspections and certificates as required.

D. Licensee shall not (i) permit or suffer any gambling at any time upon the Village property, (ii) permit improper or immoral conduct on the part of its officers, employees or licensees, (iii) permit handbills, leaflets or flyers of any kind, hawking or any other noises or disturbances designed to attract attention or to solicit trade or (iv) permit exclusive use of the Village Property.

E. Licensee shall ensure that no person(s), on the basis of sex, sexual orientation, religion, color, race, national origin, physical or mental handicap, ancestry, age, marital status, unfavorable discharge from military services or otherwise are subjected to discrimination in the use of the facilities to be provided by Licensee or to discrimination in employment decisions by Licensee.

F. Licensee shall make all necessary applications for a federal identification tax number, state sales tax number and a payroll tax number; and shall file all tax returns required by Law. Copies of these certificates and tax returns shall be forwarded to the Village.

G. Licensee shall be qualified to do business and shall maintain itself in good standing to do business under the applicable Law under which it conducts business.

H. Licensee shall not locate on the License Area any structure, stand, trailer, sign cart or vehicle of a permanent or temporary basis without first receiving prior written consent of the Village.

I. Licensee shall not make any alterations, additions or improvements, including the installation of all utilities ("Work"), to the License Area without the prior written consent of the Village, which may be withheld, in the Villages Sole discretion. Additionally, should Village consent to any Work, the Village reserves the right to impose requirements as a condition of such consent or otherwise in connection with

the Work, including without limitation, requirements that Licensee: (a) submit for the Village's prior written approval detailed plans and specifications prepared by licensed and competent architects and engineers, (b) submit for the Village's prior written approval the names, addresses and background information concerning all contractors, subcontractors and suppliers, (c) obtain and post permits, bonds, and additional insurance, (d) submit contractor, subcontractor and supplier lien waivers, (e) use union labor, and (f) comply with such other requirements as the Park District may impose concerning the manner and times in which such Work shall be done and other aspects of the Work. The Village may require that all Work be performed under the Village's supervision. If the Village consents or supervises, or recommends any suppliers, contractors, architects, or engineers, the same shall not be deemed a warranty as to the adequacy of the design, workmanship or quality of materials, or compliance of the Work with any Laws.

All Work shall be performed: (i) in a thoroughly first class, professional and workmanlike manner, (ii) only with materials that are new, high quality and free of material defects, (iii) strictly in accordance with plans and specifications approved by the Village in advance in writing, (iv) not to adversely affect the systems and equipment or the structure of the Catering Facilities, Banquet Facilities or other licensed areas of the Property, (v) diligently to completion and so as to cause the least possible interference with other users of the Property, and (vi) in compliance with all Laws and other provisions of this Agreement. If Licensee fails to perform the Work as required herein or the materials supplied fail to comply herewith or with the specifications approved by the Village, and Licensee fails to cure such failure within forty-eight (48) hours after notice by the Village (except that notice shall not be required in emergencies), the Village shall have the right to stop the Work until such failure is cured (which shall not be in limitation of the Village's other remedies and shall not serve to abate the Fees or Licensee's other obligations under this Agreement).

Licensee shall promptly pay for any Work done or material furnished by or on behalf of Licensee in or about the Licensed Premises and shall not permit or suffer any lien to attach to the Property or the related areas and Licensee shall have no authority or power, express or implied, to create or cause any lien, charge or encumbrance of any kind against the Property. Licensee shall keep the Property, Licensed Premises, the structures, and related areas related to this Agreement free from any mechanic's, materialman's or similar liens or encumbrances, and any claims therefor, in connection with any Work. Licensee shall remove any such claim, lien or encumbrance by bond or otherwise within twenty (20) days after notice by the Village. If Licensee fails to do so, the Village may pay the amount or take such other action as the Village deems necessary to remove such claim, lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid and costs incurred by the Village shall be deemed Additional Fees under this Agreement payable upon demand, without limitation as to other remedies available to the Village. Nothing contained in this Agreement shall authorize Licensee to do any act which shall subject the Village's title to the Property to any such liens or encumbrances whether claimed by operation of statute or other Law or express or implied contract. Any claim to a lien or encumbrance upon the Property arising in connection with any Work shall be null and void.

Licensee shall pay the Village any out-of-pocket costs, including the reasonable cost of any outside engineer, architect, or consultant, incurred by the Village in reviewing Licensee's plans and specifications and performing any supervision of the Work, and such fees as the Village may reasonably impose for utilities, trash removal, temporary barricades, and other matters in connection with the Work.

J. By entering into this Agreement, Licensee waives all rights, if any, under any ordinance, statute, Law (including common law) or regulation to administrative review of the decision to terminate this Agreement by the Village or any determination by the Village regarding the duties and benefits of this Agreement. The foregoing, however, shall not be deemed a waiver by Licensee of any other rights or remedies permitted under law in connection with any breach of this Agreement by the Village.

L. Licensee shall maintain enough stocked food, beverages and accessories for performing the Catering Event Services. All food and beverage items shall be purchased from reliable and reputable suppliers and, if required by law, all foods and beverages shall be approved by authorized governmental agencies. Food and beverage items shall be consistently high in quality and shall at all times be sanitary. Licensee shall have the capacity, resources, and personnel to fully execute the preparation and delivery of a full-service food and beverage menu within the Licensed Premises to include: (1) Unique and profitable menu created in consultation with the Village that can be prepared and served in a professional manner. The Village understands that menu selections and pricing are a core business component of the food and beverage business, and the Licensee will have the right and responsibility to set the final menu selections and pricing that serve the needs of Licensee's clients for Catering Services; (2) The menu must be able to accommodate patrons who have special diets and/or selective allergies. Menu ingredients need to be identified and consistent in their application; and (3) Licensee shall provide competitively priced catering menu and event packages that position both the Licensee and the Village for financial success, and that is also received as affordable to the target market using the Banquet facilities.

M. Licensee shall store all excess inventory and trash out of sight of the public and in accordance with any regulations or guidelines imposed by the Village.

N. Licensee shall keep the Premises in good working order, repair and condition (which condition shall also be clean, sanitary, sightly and free of pests and rodents, and which repairs shall include necessary replacements and capital expenditures and compliance with all Laws now or hereafter adopted). The Village agrees to cooperate reasonably with Licensee in connection with Licensee's efforts to keep the Premises free of pests and rodents. Licensee's obligations hereunder shall include, but not be limited to, Licensee's trade fixtures and equipment, storefront, entrances, signs, interior decorations, floor-coverings, wall-coverings, entry and interior doors, exterior and interior glass, fixtures, light fixtures and bulbs, keys and locks, fire extinguishers and fire protection and equipment and lines for water, sewer including free flow up to the common sew, HVAC, electrical, gas, steam, sprinkler and mechanical facilities, and other systems equipment which serve the Premises exclusively whether located within or outside the Premises, and all alterations and improvements to the Premises whether installed by the Village or Licensee. Any repairs or other work by Licensee hereunder shall be deemed "Work" as provided in this Article and shall be subject to all of the requirements thereunder, including the Village's prior written consent and approval. Licensee shall provide the Village with evidence that any Work required hereunder has been performed from time to time within five (5) days after the Village's request therefore.

O. Licensee shall maintain appearance of the License Area, picking up and disposing garbage and litter at all times, including policing of the License Area for litter at closing.

P. The Village, in its sole discretion, may permit, but not be obligated to allow Licensee to operate additional Licenses (i.e., Licenses other than those specifically granted for Licensee hereunder) during certain special events within or outside the License Area by entering into separate agreement(s) with Licensee subject to the rules and regulations established by the Village and this Agreement. Participation in special events is contingent upon Licensee remaining in good standing with the Village with respect to Licensee's fee obligations, insurance maintenance, health certification, and all other items required under this Agreement. Except for Licensee's rights specifically granted elsewhere in this Agreement, the Village reserves the right to terminate Licensee's participation in any special event at any time for any reason.

Q. Licensee has responded truthfully regarding its application pursuant to the selection process and/or with any other information it has heretofore furnished the Village.

R. Licensee agrees to work in good faith with the Village to identify practicable solutions to operating challenges not expressly addressed herein. Licensee shall appoint one qualified and readily available representative with authority to give and receive notices, materials and information and approvals under this Agreement and shall notify the Village in writing of such designated representative. Initially, Licensee's representative shall be _____ whose address is _____.

S. To the extent permissible by law, Licensee waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under this Agreement, including any claim by any employee of Licensee that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq., or any other related law or judicial decision. The benefit of such waiver being limited to the Village and other Villa departments and agencies, and no other person shall be a third-party beneficiary hereof and the Licensee reserves any rights it may have as to such third parties. The Village, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, or any other statute or judicial decision.

T. In the event any questions or disputes arise as to the meaning or application of any provision in this Agreement, the matter will be referred for consideration and resolution to the Village Manager (the "Manager"). The Manager will reduce his decision to write and mail or otherwise furnish a copy of it to Licensee. The decision of the Manager is final and binding on both the Licensee and the Village subject, however, to Licensee's right to appeal the decision of the Manager to the Circuit Court of DuPage County. Licensee must follow the procedures set out in this section and receive the Manager's final decision as a condition precedent to filing an appeal of the decision to the Circuit Court of DuPage County, in which case, the Licensee may obtain the court's determination of whether the Manager's final decision is in conformance with the terms and conditions of this Agreement.

U. Licensee represents and warrants that it is financially solvent; that it and each of its employees, agents and subcontractors of any tier are competent to perform its obligation under this Agreement; and that Licensee is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

V. Licensee represents that Licensee and to the best of its knowledge, any of its agents and subcontractors of any tier, are not in violation of the provisions of the Village Code, the Illinois Criminal Code, 720 ILCS 5/33E, as amended and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1, et seq.

W. Licensee hereby irrevocably submits itself to the original jurisdiction of courts located within the County of DuPage, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. If any action is brought by Licensee against the Village concerning this Agreement, the action must only be brought in courts located within the County of DuPage, State of Illinois.

X. Licensee and any assignee or subcontract of Licensee or any other parties claiming by, through or under Licensee must not charge any official, employee or agent of the Village personally with any liability or expenses of defense or hold any official, employee or agent of the Village personally liable under any term or provision of this Agreement or because of the Village's execution, attempted execution or any breach of this Agreement.

Y. Licensee must at all times exercise all reasonable care, comply with all applicable provisions of Laws to prevent accident or injuries, and take all appropriate precautions to avoid damage to and loss of its property, Village property and the property of third parties in connection with any pre-development, rehabilitation or construction work hereunder. Without limiting the effect of the foregoing, Licensee must report to the Village any damage on, about, under or adjacent to its property, Village property or the

property of third persons resulting from Licensee's performance under this Agreement. Licensee is responsible for any damage to Village property or the property of third parties due, in whole or in part, to Licensee's performance under this Agreement, and Licensee must remedy such damage to a reasonably acceptable standard.

Z. Licensee acknowledges that it has had a full opportunity to review and inspect the Premises and the License Area and is satisfied with the condition thereof Licensee's taking possession of the Premises shall be conclusive evidence that the Premises were in good order and satisfactory condition when Licensee took possession. No agreement of the Village to alter, remodel, decorate, clean or prove the Premises, License Area or the Property (or to provide Licensee with any credit or allowance for the same), and no representation regarding the condition of the Premises, License Area or the Property, have been made by or on behalf of the Village or relied upon by Licensee, except for the provision of customary gas utility lines stubbed to the Catering Premise as provided herein.

ARTICLE X. UTILITIES

A. The Village shall provide customary gas utility lines stubbed to the Catering Area. The Village will provide, install and maintain gas feeds reasonably sufficient to operate Licensee's equipment and business. Licensee shall install at its expense smoke detectors and other lifesaving equipment required by local or state code. If necessary, Licensee will provide, install and maintain a kitchen exhaust system within the Premises. Licensee will supply and install exhaust ductwork from the collars on Licensee's hoods to the Buildings exterior, including all fireproofing; outlets and other equipment and all hard wire and any voltage control interlocks between Licensee's exhaust system and the Village's make-up air system, fire control system and energy management system. To the extent that the Village does not provide such portion of the kitchen exhaust system as shall be required on the exterior of the Building, Licensee may install it as required by Law. The Village shall permit the installation of such service equipment and provide the support of its architects and contractors to Licensee at its own expense in order that Licensee may design and install an appropriate system.

B. Where applicable, Licensee shall: (i) make application in Licensee's own name for all utilities not provided by the Village, (ii) comply with all utility company regulations for such utilities, including requirements for the installation of meters, (iii) obtain such utilities directly from, and pay for the same when due directly to, the applicable utility company, and (iv) comply with all Laws with respect to obtaining and utilizing any utilities. The term "utilities" for purposes hereof shall include but not be limited to electricity, gas, water, sewer, steam, fire protection, telephone and other communication and alarm services, HVAC, grease lines and interceptors, if any, and all truces or other charges thereon. The licensee shall install and connect all equipment and lines required to supply such utilities to the extent not already available at or serving the License Area, or at the Village's option shall repair, alter, or replace any such existing items. Licensee shall maintain, repair, and replace all such items, operate the same and keep the same in good working order and condition. Licensee shall not install any equipment or fixtures, or use the same, so as to exceed the safe and lawful capacity of any utility equipment or lines serving the same.

C. The Village does not warrant that any utilities provided by the Village will be free from shortages, failures, variations, or interruptions caused by repairs, maintenance, replacements, improvements, alterations, changes of service, strikes, lockouts, labor strikes, controversies, accidents, inability to obtain services, fuel, steam, water or supplies, governmental requirements or requests, or other causes beyond the Village's reasonable control. None of the same shall be deemed an eviction or disturbance of Licensee's use and possession of the Premises or the License Area or any part thereof or render the Village liable to Licensee for abatement of Fees, or relieve Licensee from performance of Licensee's

obligations under this Agreement. The Village in no event shall be liable for loss of profits, business interruption or other incidental or consequential damages. The Village does not warrant the availability of electric, water, gas, sewers or other utilities at location in the Premises or the License Area.

ARTICLE XI. MARKETING AND SPECIAL EVENTS

Licensee agrees to promote and market the Permitted Uses for the Property to the best of its ability using commercially reasonable efforts. Additionally, the Licensee agrees to accommodate for any special events the Village desires to host at the Property including but not limited to the special events, and terms thereto, listed in Exhibit D, attached hereto and incorporated herein.

ARTICLE XII. HAZARDOUS MATERIALS

Except for small amounts of substances customarily used in the maintenance of food preparation, Catering, or catering facilities and in food service businesses and kept and used by Licensee in accordance with all applicable Laws, Licensee shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any Hazardous Material (as defined below) or permit any of the same to occur upon or about the Premises or the License Area or any Village property.

Licensee shall promptly notify the Village of: (i) any enforcement, cleanup or other regulatory action taken or threatened by any governmental or regulatory authority with respect to the presence of any Hazardous Material on the Premises or the License Area or the migration thereof from-or to other property; (ii) any demands or claims made or threatened by any party relating to any loss or injury resulting from any Hazardous Material on the Premises or the License Area, (iii) any release, discharge or non-routine, improper or unlawful disposal or transportation of any Hazardous Material on or from the Premises or the License Area or in violation of this Section, and (iv) any matters where Licensee is required by Law to give a notice to any governmental or regulatory authority respecting any Hazardous Material on the Premises or the License Area. The Village shall have the right (but not the obligation) to join and participate, as a party, in any legal proceedings or actions affecting the Premises or the License Area initiated in connection with any environmental, health or safety law. At such times as the Village may reasonably request, Licensee shall provide the Village with a written list, certified to be true and complete, identifying any Hazardous Material then used, stored, or maintained upon the Premises or the License Area, the use and approximate quantity of each such material, a copy of any material safety data sheets ("MSDS") issued by the manufacturer thereof, and such other information as the Village may reasonably require or as may be required by Law.

If any Hazardous Material is released, discharged or disposed of by Licensee, or its employees licensees, agents or contractors, on or about the Premises or the License Area or any Village property in violation of the foregoing provisions, Licensee shall immediately, properly and in compliance with all applicable Laws clean up and remove the Hazardous Material from the Premises or the License Area or any Village property and any other affected property and clean or replace any affected personal property (whether or not owned by the Village), at Licensee's expense (without limiting the Village's other remedies therefore). Such clean up and removal work shall be subject to the Village's prior written approval (except in emergencies), and shall include, without limitation, any testing, investigation, and- the preparation and implementation of any remedial action plan required by any court or governmental body having jurisdiction or reasonably required by the Village. If the Village or governmental body arranges for any tests or Studies showing that this Section has been violated, Licensee shall pay for the costs of such tests.

The term "Hazardous Material" for purposes hereof shall mean any chemical, substance, material or waste or component thereof which is now or hereafter listed, defined or regulated as a hazardous or toxic chemical, substance, material or waste or component thereof by any federal, state or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of MSDS.

ARTICLE XIII. TERMINATION

The Village shall have the right to terminate this Agreement immediately upon written notice to Licensee upon the occurrence of any one of the following conditions or violations:

A. Any action or failure to act or comply with any terms contained herein, any provisions of the Village Code, or applicable ordinances, resolutions, rules and regulations, which creates a breach of this Agreement and which is not cured within fifteen (15) days after notice thereof given to Licensee; provided, however, that if Licensee's failure cannot reasonably be cured within said fifteen (15) day period, Licensee shall be allowed additional time as is reasonably necessary to cure such failure so long as Licensee continues to cure the failure within said initial fifteen (15) days and thereafter diligently pursues a course of action that will cure the failure.

B. Except in the case of forced government shutdowns, the abandonment or discontinuance of Licensee's operation as provided and required by Exhibit C during the Term and failure to recommence operation as required herein within twenty-four (24) hours after written notice from the Village; provided, however, that the Village shall only be required to provide such notice and Licensee shall only have such cure period one (1) time during any twelve (12) consecutive month period.

C. The sale by Licensee of any items other than those allowed to be sold pursuant to this Agreement; provided, however, that the Village shall not exercise its right to terminate this Agreement in the event Licensee in good faith ceases such sale of such unpermitted items immediately after notice from the Village and is not subject to repeated offenses.

D. The failure of Licensee to obtain and maintain in force the insurance required by the Village pursuant this Agreement.

E. A transfer or Change of Ownership in violation of this Agreement.

F. Failure of Licensee to pay, when due, any Fees owed the Village pursuant to the terms of this Agreement and said Fees shall continue to be due and payable up to and following the termination of this Agreement; provided, however, that the Village shall not exercise its rights hereunder if Licensee cures such failure within five (5) days after written notice from the Village; provided, however, that the Village shall only be required to provide such notice and Licensee shall only have such cure period one (1) time during any twenty-four (24) consecutive month period.

G. The destruction of the License Area, or any part thereof; provided, however, that the Village shall have the right to terminate this Agreement as to the License Area only in the event of such destruction of the License Area and that damage and destruction to the Premises shall be governed by the terms and conditions referenced below.

H. Any false or misleading statement or misrepresentation made to the Village by or on behalf of Licensee relating to the granting of any additional licenses, terms or provisions of this Agreement or any other agreement between the Village and Licensee.

I. Licensee is convicted in any court with an offense involving its fitness to hold any necessary licenses or permits to enable the operation of the License.

J. Licensee understates Gross Sales by five percent (5%) or more as set forth in herein.

K. A violation by Licensee or any entity or individual controlled by; controlling or under common control with Licensee under any other agreement with the Village; provided, however, that the Village shall not exercise its right to terminate this Agreement in the event of such violation if the violation is (i) by an entity or individual which controls Licensee and (ii) such entity or individual conveys its interest in Licensee to a party acceptable to the Village so that it no longer holds an interest in, if Licensee within forty-five (45) days after written notice of such violation from the Village..

L. If the Village determines that Licensee's conduct is (i) grossly negligent, (ii) creates a safety hazard or (iii) destroys public property.

M. The failure of Licensee to obtain and maintain in force any required Health certificate Health Authority license.

N. Failure of Licensee to comply with an audit request within ten (10) business days of such request by the Village.

Upon the occurrence of any of the conditions or violations as stated above in this Section, the Village will have the right to terminate this Agreement or all of the agreements Licensee or any affiliate of Licensee has with the Village. Failure to exercise, or a decision on the part of the Village not to exercise this right will not be deemed as a waiver of this right, nor will it be interpreted as a consent or waiver of those violations.

Additionally, upon the occurrence of any of the conditions or violations as stated above in this Section, the Village may invoke any or all of the following remedies:

1. The right of specific performance, an injunction or any other appropriate equitable remedy;
2. The right to monetary damages;
3. The right to withhold all or any part of Licensee's compensation; if any, under this Agreement; or
4. The right to deem Licensee non-responsive in future contracts to be awarded by the Village.

If the Manager considers it to be in the Village's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the Village and that if the Village elects to not terminate this Agreement despite one or more events of default, Licensee is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the Village waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the Village considers expedient.

Notwithstanding anything contained in this Agreement to the contrary, Licensee acknowledges and agrees that an extension of time for Licensee to perform its obligations hereunder (without implying any agreement by the Village to such extension) shall be the sole remedy of the Licensee for any delay which may be caused by the Village. In no event shall Licensee be entitled to any compensation or recovery of any damages in connection with any such delay, including, without limitation, consequential damages, lost opportunity costs, impact damages or other similar remuneration. The Village's exercise of any of its rights or remedies under this Agreement, regardless of the extent or frequency of the Villages exercise of such rights or remedies, shall not be construed a Village delay.

ARTICLE XIV. RETURN OF POSSESSION AND REMOVAL OF PROPERTY

At the end of the Term as set forth herein or upon termination of this Agreement, Licensee shall surrender all keys and possession of the Premises and the License Area in broom-clean condition and good repair, free of debris, and shall promptly remove at its own expense, its movable trade fixtures, furnishings, equipment and personal property from the Premises and the License Area, repair any damage to the Premises and the License Area, and place the area surrounding the Premises and the License Area in a safe, sanitary and broom-clean condition and in as good of a condition as existed on the date that all Permitted Uses become fully operational.

ARTICLE XV. WAIVER

The waiver by the Village of any breach, default, or noncompliance by Licensee under the terms of this Agreement shall not be deemed, nor shall the same constitute, a waiver of any subsequent breach, default or non-compliance on the part of Licensee.

ARTICLE XVI. COSTS OF ENFORCEMENT

Licensee shall pay to the Village in a timely manner all of the Village's reasonable attorneys' fees, and other costs and expenses incurred to enforce the Village's rights under this Agreement.

ARTICLE XVII. ADDITIONAL PROVISIONS

A. Notices and demands shall be served as follows: (i) By delivering them to the party personally at its business address shown below; (ii) By depositing them in the United States post-office box, enclosed in an envelope, plainly addressed to the party at its business address with postage fully prepaid; or (iii) By transmitting them via facsimile machine to the office of Licensee at the facsimile number shown below.

Notices and demands shall be deemed to have been given upon personal delivery or upon depositing of the properly addressed- and stamped envelope in a U.S. mailbox or upon confirmation of a successful transmitted by facsimile.

- B. This Agreement shall be governed by the Laws of the State of Illinois.
- C. If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder will not be affected thereby, each of the provisions hereof being severable in any such instance.
- D. Subject to Licensee's exclusive rights set forth in Section II above, the Village reserves the right to offer for sale and to sell food and/or merchandise or grant other Licensees such rights on the Village's property within the geographic area of the License.
- E. The Village shall have no obligation to ensure that the License Area is not used by entities that have not been authorized to do so nor shall Licensee have any rights against the Village with respect to the same.
- F. The Village shall have the right without notifying Licensee to Remove, at the cost and expense of Licensee, any sign that may be erected without the approval of the Village.
- G. If (i) the Building or Premises is damaged or destroyed by fire or other casualty, in the Village's reasonable judgement, the shell and core of the Building or Premises, as the case may be cannot be reconstructed or restored to substantially the same condition as it was in prior to such casualty within three hundred and sixty (360) days after the date such reconstruction or restoration is commenced, either party hereto may, at its option, terminate this Agreement by giving written notice thereof to the other party within thirty (30) days of such casualty.
- H. The terms, provisions, covenants and conditions contained in this agreement shall apply to, bind and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns (where assignment is permitted) of the Village and Licensee, respectively.
- I. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Village for payments to be made under this Agreement, then the Village will notify Licensee in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Notwithstanding the foregoing, Licensee may waive the Village's obligation to make such unappropriated payment under this Agreement by written notice given to the Village, which election shall be irrevocable once given. If Licensee makes such election, then notwithstanding such notice from the Village, this Agreement will not terminate and shall continue in full force and effect, except, however, that the Village shall have no obligation to pay such unappropriated amounts to the Licensee.
- J. Licensee agrees that all its actions under this Agreement shall be that of an independent contractor and that there is no, and shall be no, relationship of principal and agent between Licensee and the Village, and that this Agreement shall not be construed in any way as creating the relationship of agency, partnership or joint venture between the parties hereto.
- K. Licensee shall direct all employees to park within the docked closed area and at the southeast corner of the bath and tennis parking lot near tennis court eight.
- L. Licensee's use of the Licensed Premises shall be under the following general conditions: (i) the Catering Event Activities and Licensee's use of the Catering Facilities, Banquet Facilities, and other licensed areas, whether permanent or temporary in nature, shall not be detrimental to the Village's properties; (ii) The Catering Event Activities shall be consistent with local, state, and federal law, and

Licensee shall follow the policies and regulations of the Village, as amended from time to time; (iii) the Licensed Premises and Property shall not be used for promulgating any theory or doctrine subversive to the laws of the United States or any political subdivision thereof, or advocating governmental changes by violence, or for any activity that may violate the canons of good morals, manners or taste or be injurious to the buildings, grounds, equipment or supplies of the Village.

M. Smoking and the use of tobacco products shall be prohibited on the Property at all times. Smoking is permitted only at designated smoking receptacles located outside the building. Unauthorized smoking shall be sufficient justification for immediate cancellation of the current use agreement or the prohibition of further use by the offending organization or individual(s). The use or possession of controlled substances on the Property is strictly prohibited and shall result in immediate termination of this Agreement.

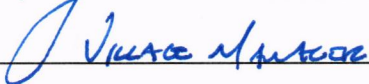
ARTICLE XVIII. AMENDMENTS

This Agreement, including all Exhibits attached hereto represents the entire, integrated agreement between the parties hereto with respect to the License and shall supersede all prior negotiations, representations or agreements pertaining thereto, either oral or written. Any amendment hereto shall require the written approval of the Village, or its agent, and Licensee.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below their respective signatures, to be effective as of the date last signed.

VILLAGE OF OAK BROOK,
AN ILLINOIS MUNICIPAL CORPORATION

By: 

Its: 

Date: 12/13/2023

ATTEST:

Village Clerk

Date

LICENSEE

By: RAVI JAYARA CHIC CHEF CATERING

Its: 

Date: 12/6/2023

EXHIBIT A-1

LEGAL DESCRIPTION OF THE SPORTS CORE INCLUDING BATH AND TENNIS CLUBHOUSE.

THAT PART OF SECTIONS 25 AND 26, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO THOSE PARTS OF LOTS 1, 2, 3, 6, 16 AND 17 IN PLAT OF LANDS OF F. O. AND J. F. BUTLER, TOWN OF YORK, DU PAGE COUNTY, ILLINOIS, ACCORDING TO PLAT THEREOF RECORDED FEBRUARY 13, 1912 PER DOCUMENT NO. 107037, FALLING WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND: COMMENCING AT THE SOUTHEAST CORNER OF AFORESAID SECTION 26 AND RUNNING THENCE NORTH 89 ° - 52' - 57" WEST, ALONG THE AFORESAID SOUTH LINE OF SECTION 26, 1076. 63 FEET, TO A POINT; THENCE NORTH 0° - 55' - 32" WEST, 33. 01 FEET, TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING ON THE CENTERTHREAD OF SALT CREEK; THENCE NORTHERLY, ALONG THE CENTER - THREAD OF SALT CREEK THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES: C12 NORTH 0 ° - 55' - 32" WEST, 184. 96 FEET; (2) NORTH 27° EAST, 200. 00 FEET; ° (3) NORTH 14 EAST, 100. 00 FEET; (4) NORTH 4 ° - 30' WEST, 100. 00 FEET; (5) NORTH 18 - 30' WEST, 200. 00 FEET; (6) NORTH 9 ° - 30' WEST, 200. 00 FEET; (7) NORTH 13° - 30' EAST, 150. 00 FEET;

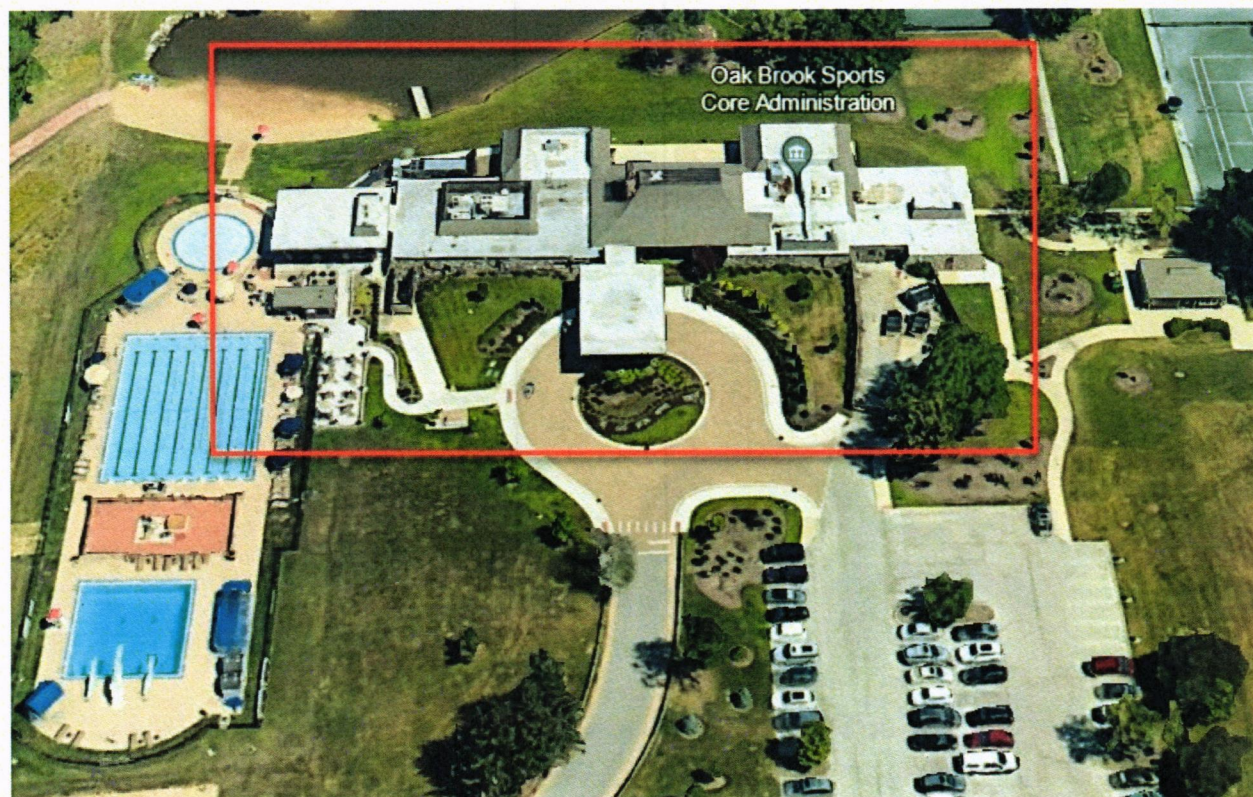
8) NORTH 25 - 30' - 22" EAST, 337. 84 FEET; (9) NORTH 30° - } 7' - 59" EAST, 164. 77 FEET; 10) NORTH 18 ° - 31' - 18" EAST, 101. 79 FEET; (11) NORTH 12 - 54' - 23" EAST, 200. 81FEET; (12) NORTH 5'- 43' - 56" WEST, 102, 84 FEET; (13) NORTH 1 ° - 41' - 0311 WEST, 92. 01 FEET; (14) NORTH 9'- 18'- 58" EAST, 100. 98 FEET; (15) NORTH 22 ° - 59' - 47" EAST, 402. 00 FEET; (16) NORTH 7- 27'- 27" WEST, 59. 91 FEET; THENCE NORTH 89 ° - 28' - 02" EAST, PARALLEL WITH THE NORTH LINE OF THE AFORESAID SOUTHEAST QUARTER OF SECTION 26, 570. 75 FEET, TO THE EAST LINE OF THE AFORESAID SECTION 26; THENCE NORTH 89'- 44'- 33" EAST, PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 25, 898. 31 FEET; THENCE NORTH 80°- 31' - 54" EAST, 507. 98 FEET; THENCE SOUTH 0° - 25' - 32" WEST, 199. 87 FEET; THENCE SOUTH Be - 01' - 3311 EAST, 621. 34 FEET; THENCE NORTH 2 - 00' - 09" EAST, 232. 85 FEET; THENCE NORTH 750- 35' - 00" WEST, 114. 63 FEET; THENCE NORTH 15 - 47' - 18" EAST, 56. 90 FEET, TO A POINT OF CURVE; THENCE NORTHWESTERLY, ALONG A CURVE WHOSE CENTER LIES WESTERLY AND HAS A RADIUS OF 210. 00 FEET, 242. 38 FEET, ARC, (CHORD BEARING N 170- 16'- 36" W, CHORD 229. 15 FEET), TO A POINT OF TANGENCY; THENCE NORTH 50 - 20' - 30" WEST, 125. 30 FEET; THENCE NORTH 11 ° - 53' - 13" WEST, 340. 40 FEET; THENCE NORTH 54 ° - 58' - 35" WEST, 401. 35 FEET, TO THE CENTERTHREAD OF SALT CREEK; THENCE ALONG THE CENTERTHREAD OF SALT CREEK THE FOLLOWING SEVENTEEN (17) COURSES AND DISTANCES: (1) NORTH 16 ° - 22' - 2311 EAST, 60. 82 FEET; (2) NORTH 25 ° - 13'- 17" EAST, 100. 92 FEET; (3) NORTH 60 ° - 56' - 59" EAST, 65. 64 FEET; (4) NORTH 30 ° - 07'- 42" EAST, 50. 73 FEET; (5) NORTH 6 ° - 55'- 35" WEST, 56. 01 FEET; (6) NORTH 33 ° - 05'- 26" WEST, 95. 57 FEET; (7) NORTH 44'- 31' - 42" WEST, 54. 08 FEET; (8) NORTH 10 ° - 18'- 20" WEST, 37. 78 FEET; (9) NORTH 52 ° - 51' - 32" WEST, 75. 26 FEET; (10) NORTH 62` - 24' - 06" WEST, 143. 64 FEET; (11) SOUTH 75 ° - 04' - 19" WEST, 41. 77 FEET; (12) SOUTH 47 ° - 49' - 29" WEST, 21. 06 FEET; (13) SOUTH 20 ° - 34' - 40" WEST, 38. 34 FEET; (14) SOUTH 25 ° - 59' - 25" EAST, 33. 40 FEET; (15) SOUTH 72°- 33' - 30" EAST, 85. 60 FEET; (16) SOUTH 19 ° - 48' - 4v1" EAST, 35. 24 FEET; (17) SOUTH 210- 03' - 27" WEST, 101. 36 FEET; THENCE NORTH 61 - 53'- 15" WEST, 6og. 62' FEET; THENCE NORTH 3 ° - 38' - 31" EAST, 523. 54 FEET; THENCE NORTH 8 - 09' - 30" EAST, 413. 98 FEET, TO THE SOUTH LINE OF LOT 14 IN NORTHERN ILLINOIS GAS COMPANY YORK TOWNSHIP ASSESSMENT PLAT NO. 1, PER PLAT THEREOF RECORDED AUGUST 4, 1964 AS DOCUMENT NO. R64- 28042; THENCE

NORTH 89° - 37' - 00" EAST, ALONG THE SOUTHERLY LINE OF SAID LOT 14, 1809. 59 FEET, TO THE WESTERLY LINE OF YORK ROAD, AS DEDICATED BY DOCUMENT R61- 25688; THENCE SOUTH 0 °- 00' - 34" WEST, ALONG SAID WESTERLY LINE OF YORK ROAD, 705. 00 FEET, TO THE END OF SAID DEDICATION; THENCE SOUTH 16'- 09'- 49" EAST, CONTINUING ALONG THE WESTERLY LINE OF YORK ROAD AS DEDICATED BY DOCUMENT R61- 25687, 150. 78 FEET, TO THE SOUTHWEST CORNER OF SAID YORK ROAD DEDICATION; THENCE SOUTH 0 00' - 34" WEST, ALONG A LINE 33 FEET WEST OF AND PARALLEL TO THE NORTH - SOUTH CENTER LINE OF SAID SECTION 25, 3656. 52 FEET, TO THE NORTHERLY LINE OF WESTCHESTER PARK SUBDIVISION, RECORDED NOVEMBER 13, 1925, AS DOCUMENT 203037, AS MONUMENTED; THENCE NORTH 89 °- 56' - 07" WEST, ALONG THE NORTHERLY LINE OF SAID WESTCHESTER PARK SUBDIVISION 1277. 24 FEET, TO THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE SOUTH 0 °- 00' - 34" WEST, ALONG THE WESTERLY LINE OF SAID WESTCHESTER PARK SUBDIVISION, AS MONUMENTED, 627. 64 FEET TO A POINT THAT IS 33 FEET, AS MEASURED PERPENDICULAR TO, THE CENTER LINE OF 31ST STREET AS CONSTRUCTED AND OCCUPIED; THENCE SOUTH 89 °- 56' - 06" WEST, PARALLEL WITH THE AFORESAID CENTER LINE OF 31ST STREET, 1311. 40 FEET, TO THE WEST LINE OF SAID SECTION 25; THENCE NORTH 89 °- 52' - 57" WEST, PARALLEL WITH THE AFORESAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 26, 1077. 18 FEET, MORE OR LESS TO THE POINT OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS AND CONTAINING 262. 7435 ACRES, AS SHOWN BY THE ANNEXED PLAT. WHICH IS A CORRECT REPRESENTATION OF SAID SUBDIVISION.

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

I FURTHER CERTIFY THAT THE LAND IS WITHIN THE VILLAGE OF OAK BROOK WHICH HAS ADOPTED A VILLAGE COMPREHENSIVE PLAN AND MAP AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED. I FURTHER CERTIFY THAT THE LAND SHOWN ON THIS PLAT IS SITUATED WITHIN 500 FEET OF ANY SURFACE DRAIN OR WATERCOURSE SERVING ATRIBUTARY AREA OF 640 ACRES OR MORE.

EXHIBIT A-2
DEPICTION OF PROPERTY



[illegible]

EXHIBIT B
FEE SCHEDULES

Minimum Fee. Licensee shall pay a monthly minimum fee in accordance with the following table:

Term	Monthly Minimum Fee
Initial Term	\$10,000.00
Extension Period 1	\$10,500.00
Extension Period 2	\$11,000.00

Additional Fees. In addition to the above Minimum Fee, throughout the Term and any optional Extension Period thereafter, Licensee shall pay the following Additional Fees:

All Sales Taxes related to or connected with the performance of Catering Event Activities in accordance with and imposed by all Federal, State, and Local Laws, and ordinances.

A Percentage Fee of fifteen percent (15%) of Gross Sales revenues derived from food and beverage consumed at the Village of Oak Brook Banquet Facilities.

EXHIBIT C
HOURS OF OPERATION

Unless otherwise specified herein or mutually agreed to in writing by the Parties, Licensee shall be permitted to operate throughout the entire calendar year subject to the daily operating hours permitted by the respective business and liquor licenses obtained by Licensee, as follows:

Banquet Facilities	Open	Close
TBD	TBD	TBD

Liquor Service	Open	Close
TBD	TBD	TBD

EXHIBIT D
SPECIAL EVENTS

Should the Village desire to host a Special Event on the Premises, Licensee shall work with the Village to accommodate the terms and details of any Special Events on a case-by-case basis. Notwithstanding the foregoing, Licensee acknowledges that the Village will be hosting the following events at the Property and agrees to coordinate with the Village to avoid any potential conflicts with Licensee's business:

Special Olympics Polar Plunge, annually – date of the event varies: March 16th, 2024, and March 22, 2025

Taste of Oak Brook, July 3rd, annually from 9 A.M. – 1:00 A.M. (July 4th)

EXHIBIT E
EQUIPMENT LIST

	Bath & Tennis Inventory
Quantity	Description
	Tables
5	Eight (8) Foot Wood Table
3	Five (5) Foot Round Table
50	Four (4) Foot Round Table
9	Highboy/Cabaret Table
1	Three (3) Foot Cabaret Table
4	Five (5) Foot Wood Table
4	Six (6) Foot Plastic Folding Table
1	Six (6) Foot Plastic Table
12	Eight (8) Foot Plastic Table
1	4x4 Card Table
2	Three (3) Foot Plastic Table
1	Six (6) Foot Wood Table
	Seating
176	Green Banquet Chair
5	Pink Banquet Chair
3	Blue Banquet Chair
26	Foldable Plastic Chair
292	White Garden Chair
8	Children's Highchair
2	Children's Booster Seat
	Glassware
445	Five (5) Inch Round No Stem Water Glasses
73	Eight (8) Inch Round No Stem Water Glasses
173	Eight (8) Inch Goblet Style Wine Glasses
22	Six (6) Inch Goblet Style Wine Glasses
33	Seven (7) Inch Fluted Champagne Glasses
29	Nine (9) Inch Fluted Champagne Glasses
123	Ten (10) Inch Fluted Champagne Glasses
46	Small Martini Glasses
5	Large Martini Glasses
224	Glass Coffee Cups
124	White Ceramic Coffee Cups
291	"Libby 14" Whiskey Glasses
24	Model 3060 Water Glasses
16	Model 3705 Brandy Glasses

138	Model 3765 "Embassy" Wine Glasses
412	Model 3766 Wine Glasses
48	Model 4440 Copa Aqua Glasses
71	Model 7500 Glasses
7	Pint Glasses
77	Highball Water Glasses (Small)
117	Highball Water Glasses (Medium)
3	Highball Water Glasses (Large)
28	Six (6) Inch Frosted Glasses
38	Six (6) Inch Decorative Glasses
3	Eight (8) Inch Decorative Glasses
4	"Old Fashion" Style Glasses
4	Five (5) inch Round Glasses
26	Water Pitcher
16	Glass Vase
	Plates & Silverware
149	Saucers
472	Dinner Plates (Small)
235	Dinner Plates (Medium)
215	Dinner Plates (Large)
454	Dinner Plates (X-Large)
131	Salad Plates (Large)
5	Salad Plates (Medium)
54	Gravy Bowls
42	Bowls
134	Plate Trays (Plastic)
51	Plate Tray Lids (Plastic)
35	Containers of Silverware (Forks, Spoons and Butter Knives)
31	White Ceramic Creamer/Sugar Bowls
	Culinary Equipment
1	Hoshizaki Ice Machine
4	South Bend Oven
1	South Bend Cook Top Serial No. 1170245
1	Hobart Dishwasher Model CCS66A Serial No. 85-1029068
1	Avantco Refrigerator Model 178A49RHC Serial No. 9117130027
1	"Bunn" Commercial Grade Coffee Maker
1	"Beverage Air" Refrigerator Model PR48-1AHGS Serial No. 63229510
1	Seven (7) Foot Hoshizaki Cooler (Bar) Model HBB380 Serial No. 8101809071
1	Four (4) Foot Hoshizaki Cooler (Bar) Model HBC50 Serial No. 810684835
1	"True Cooler" Refrigerator Non-operational

	Miscellaneous
3	Metal Carts
4	Plastic Carts
4	Eight (8) Foot Preparation Table
12	Chair Mover
3	"Dolly" Hand Truck
3	Vacuum
2	Shop Vacuum
9	Room Divider
1	Metal Musical Stand
6	Easel
1	Portable Screen
1	Information Stand
1	"Gorilla" Ladder
1	Seven (7) Foot Fiberglass Ladder
1	10X10 Frame Only Tent
1	Mono Camera Pod
1	Microphone Stand
1	iPad Stand
19	White Linen Tablecloth

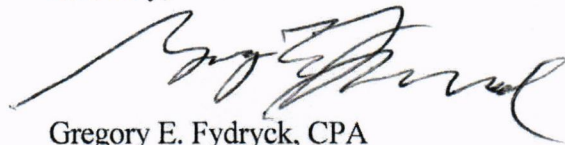
GREGORY E. FYDRYCK, P.C.
Certified Public Accountant

December 21, 2023

To Whom It May Concern:

This letter is to confirm that Ravi Jayara is 100% owner of **Chic Chef Catering, Inc.** and therefore the only one to act on behalf of Chic Chef at his own discretion. My License is held with the state of Illinois License #239.011159. Please feel free to contact me with any further information needed regarding this matter.

Sincerely,

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

Gregory E. Fydryck, CPA

9276 W. Irving Park Rd. Schiller Park IL 60176 (847) 928-2024, (847) 928-2026 Fax

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE

NUMBER 2025-SC-AG-AMND-CHIC-S-1724

AN ORDINANCE
APPROVING PRELIMINARY DESIGN FOR LICENSEE FOOD,
BEVERAGE, AND BANQUET FACILITY RENOVATIONS AND
EXPANSION AS WELL AS PUBLIC POOL, TENNIS AND OFFICE
RENOVATIONS AT THE OAK BROOK BATH AND TENNIS
CLUBHOUSE, AND ADOPTING A FUTURE PROCESS TO
COORDINATE VILLAGE APPROVAL OF FINAL DESIGN IN
SUBSTANTIAL CONFORMITY WITH THE APPROVED PRELIMINARY
DESIGN, AND AMENDMENTS TO THE LICENSE AGREEMENT TO
OPERATE THE FOOD, BEVERAGE, AND BANQUET FACILITIES UPON
COMPLETION OF CONSTRUCTION OF THE FINAL DESIGN AS
APPROVED BY THE VILLAGE.

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

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

Village Board

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

ORDINANCE NO 2025-SC-AG-AMND-CHIC-S-1724

AN ORDINANCE

APPROVING PRELIMINARY DESIGN FOR LICENSEE FOOD, BEVERAGE, AND BANQUET FACILITY RENOVATIONS AND EXPANSION, AS WELL AS PUBLIC POOL, TENNIS AND OFFICE RENOVATIONS AT THE OAK BROOK BATH & TENNIS CLUBHOUSE, AND ADOPTING A FUTURE PROCESS TO COORDINATE VILLAGE APPROVAL OF FINAL DESIGN IN SUBSTANTIAL CONFORMITY WITH THE APPROVED PRELIMINARY DESIGN, AND AMENDMENTS TO THE LICENSE AGREEMENT TO OPERATE THE FOOD, BEVERAGE, AND BANQUET FACILITIES UPON COMPLETION OF CONSTRUCTION OF THE FINAL DESIGN AS APPROVED BY THE VILLAGE.

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

WHEREAS, the Village upon approval of the Village President and Board of Trustees (collectively the “Corporate Authorities”) may enter into an agreement with another party pursuant to Illinois Statute;

WHEREAS, the Village may fix the amount, terms, and manner of issuing and revoking licenses pursuant to 65 ILCS 5/11-60-1;

WHEREAS, the Village is the owner of certain real property located within its corporate boundaries commonly known as the Oak Brook Bath & Tennis Club (hereinafter referred to as the “Club”) located at 800 Oak Brook Road, Oak Brook, IL 60523 (hereinafter referred to as the “Property”) all located within the 270-acre Oak Brook Sports Core (hereinafter referred to as the “Sports Core”), which is currently improved with various buildings and facilities, including but not limited to a banquet hall, swimming pools, tennis courts, and social space;

WHEREAS, the Village acquired the Sports Core in 1977, which consisted of approximately 270 acres of land, which included at the time of purchase an executive golf course, pool, tennis courts and banquet facility (hereinafter referred to as historically established and intended “Village Proper Uses”); and that as part of that transaction, a “restrictive covenant” was incorporated therein as a deed restriction to assure perpetuation of the Village Proper Uses;

WHEREAS, the Corporate Authorities have evaluated the “restrictive covenant” in light of the expressly stated intention of the parties at the time of Village acquisition, the history of substantial renovations and improvements made by the Village for public purposes since acquisition, a history of vendor management and private rental of portions of the Club from time-to-time, and interpretation and application of the restriction over time, and have determined from this evaluation that the restrictive covenant permits, but is not limited to, the Village Proper Uses that were initially conveyed with the Sports Core inclusive of the renovation, expansion, and other modifications of the facility which the Village Board determines to be necessary or beneficial to carry out the public purpose defined by the nearly 50-year history of this important public resource, and;

WHEREAS, from the beginning and for periods of time following the Village's acquisition of the Sports Core, portions of the Sports Core, including the Club, have been managed and operated by private vendors;

WHEREAS, since 1978 the Village, pursuant to its ordinance, has operated the banquet facilities for rental by members and non-members for private parties or events, requiring any party with catered food to be approved by the Club manager;

WHEREAS, the Village has operated the Club and Golf Course for approximately 50 years providing the Village Proper Uses to the public;

WHEREAS, the Village has continuously operated the banquet facility, including renting the banquet facilities for private events, since it took ownership of the Sports Core in 1977 using full-time staff, part-time staff, and/or third-party caterers—continuing the use established prior to Village acquisition of the Sports Core;

WHEREAS, from at least 1997 to 2022, the Village operated the banquet facilities at an annual loss – and consequently at taxpayer expense – under the aforementioned operational models;

WHEREAS, operation of the banquet facilities at a loss resulted in insufficient reserves and in 2016, the Village commissioned a reserve study which concluded that the Village should reserve over \$3,810,497 (in 2016 dollars) for future repairs to the Club to address decades of deferred maintenance and inadequate repairs to the Club;

WHEREAS, in 2022, the Village placed an advisory referendum seeking voter feedback on the repairs needed to the Club to merely continue operating the banquet facilities alone, in which the voters voted 2,517 (67.94%)-against and 1,188 (32.06%)-for expending Village funds to make those needed repairs;

WHEREAS, the Board heeded such response from the voting public, and on December 12, 2023, the Village Board approved Ordinance 2023-SC-AG-CHIC-S-1686 approving and authorizing the execution of a license agreement (hereinafter referred to as the "License Agreement") between Chic Chef Catering Inc. (hereinafter referred to as the "Licensee") and the Village to operate the banquet, food, and beverage facilities at the Club;

WHEREAS, Licensee began operating the banquet, food, and beverage facilities in February 2024;

WHEREAS, over the short period of time, the Licensee has been able to make a significant contribution to the Village in that the Licensee has turned the Village's greater-than \$200,000.00 annual operating loss into an approximately \$200,000.00 annual positive revenue stream—in other words—an approximately \$400,000.00 net positive change in the Village's annual Sports Core fund of the Village;

WHEREAS, the positive revenue stream to the Village generated from the banquet, food, and beverage operations of the Club pursuant to the License Agreement serves a public purpose;

WHEREAS, in the fall of 2024, the Licensee approached the Village with a proposal to significantly improve efficiency, marketability, and revenue to the Village by modernizing the

banquet, food, and beverage facilities at the Club, all at no cost to the Village and without the necessity of public funds;

WHEREAS, the Village concluded that the extensive deferred maintenance and deteriorated state of the Club facilities required a more expansive redesign, expansion and renovation of the Club—including new banquet facilities, an expanded parking lot, new pool locker rooms, new poolside café, new pool office, new pool check-in facility, and new tennis office and bathrooms (hereinafter the “Public Facility Improvements”);

WHEREAS, the Licensee evaluated the overall cost of the Public Facility Improvements, retained outside design and construction professionals, and proposed to the Village that Licensee could retain its own contractors and subcontractors to complete not only the banquet, food, and beverage improvements, but also the totality of the Public Facility Improvements, without the use of public funds, in consideration of the Village granting Licensee a First Addendum to the License Agreement with a modified license term coupled with corresponding increase in revenue to the Village from Licensee’s operation of the banquet, food, and beverage facilities (the License Agreement, as amended by the First Addendum, is referred to herein as the “Amended License Agreement”);

WHEREAS, the proposed Public Facility Improvements as set forth in the Preliminary Design developed by Licensee would materially enhance the public recreational use of the Club facility—allowing for a greater experience to the public, as well as generating additional revenues to the Village, which may be used for future maintenance Club and other public uses;

WHEREAS, the Village on at least three separate occasions since its acquisition of the Sports Core has made improvements, renovations, and expansions to the Club, and in addition, the Village has made other improvements to the Sports Core over the same time frame, including the construction of a library, construction of a salt barn, expansion and paving of parking facilities, expansion of the golf club, and renovation of the golf course clubhouse;

WHEREAS, the Licensee’s proposal has been the subject of five (5) well-attended public meetings: the April 8, 2025 Village Board Meeting; the April 29, 2025 and May 21, 2025 Sports Core Committee Meetings; and the May 27, 2025 and June 10, 2025 Village Board Meetings;

WHEREAS, the Licensee’s proposal includes: Licensee paying for the cost of completing Final Design of the Public Facility Improvements, and also includes Licensee paying the full cost of constructing the Public Facility Improvements in substantial conformity with the Final Design, as well as including that License will also complete all of this work with private funding, and Licensee has proposed an Amended License Agreement that would allow Licensee to operate the Club banquet, food, and beverage facilities while also providing increased revenue to the Village in furtherance of the overall public purpose and public use of the Sports Core as a whole;

WHEREAS, the value to the Village of the Public Facility Improvements to be made by the Licensee at Licensee’s cost will exceed \$8,000,000.00 (eight million dollars and no cents), which will allow the Village to maintain its reserve balances—rather than incurring additional costs of financing the Club’s deferred, present, and future maintenance, all to the benefit of the public;

WHEREAS, the Amended License Agreement provides for enhanced public access to and use of the Club’s banquet, food, and beverage facilities, including 50% resident discounts on venue fees for Monday through Thursday events (booked through the Licensee when the facility is not in use by the Village), public access to the Club for events such as but not limited to: the

Taste of Oak Brook, International Fest, and Special Olympics Polar Plunge events, “Oak Brook community nights” hosted by the Licensee, and an end of season Club party;

WHEREAS, the Corporate Authorities are of the opinion that the private funding of all the Public Facility Improvements by Licensee in exchange for the Licensee to have the use of the banquet facility on Friday, Saturday and Sundays pursuant to the Amended License Agreement is in the best interests of the welfare of the Village and its residents and is the most cost effective way for the Village to accomplish the historically-established and originally-intended Village Proper Uses of this important public property;

WHEREAS, the Amended License Agreement does not confer ownership of any Village property to the Licensee. The Village will continue to own and control the Property, including the Club and the Public Facility Improvements. Licensee will manage only a portion of the Club (e.g., not including the tennis and pool areas) for those certain days of the week specified in the Amended License Agreement;

WHEREAS, the Corporate Authorities are of the opinion that it is a primary concern of the Village to renovate the Club for the benefit of the public and that any private profit realized by Licensee pursuant to the Amended License Agreement is incidental to, and far outweighed by, the public purpose and benefit of the renovated Club and the enhanced Village revenue stream;

WHEREAS, the Corporate Authorities are of the opinion that Licensee's rights of exclusive use of the banquet facility on Fridays, Saturdays, and Sundays—along with the ability of Licensee to book events to the public at large on the remaining weekdays with the Village's permission pursuant to the Amended License Agreement are consistent with historical use of the banquet facility as a venue available for rental for private events, and are incidental to, and far outweighed by, the public purpose and benefit of the renovated Club and the enhanced Village revenue stream;

WHEREAS, Village Staff recommends the Corporate Authorities approve Preliminary Design of the Public Facility Improvements as well as a defined process to allow Licensee to convert the Preliminary Design to Final Design; and

WHEREAS, the Corporate Authorities of the Village of Oak Brook deems it to be in the best interests of the health, welfare, and safety of the Village and its residents to approve and consent to the First Addendum to the License Agreement for the purposes herein.

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

Section One – Recitals

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

Article I – Approval of Preliminary Design and the First Addendum to License Agreement

Section One – Approval of First Addendum of License Agreement

The Corporate Authorities of the Village of Oak Brook hereby approve the terms of the First Addendum to the License Agreement, substantially in the form attached hereto and made a part hereof as Exhibit A (hereinafter referred to as the "First Addendum") to become effective upon the completion of construction of the Public Facility Improvements by Licensee and acceptance by the Village Board of the Public Facility Improvements project in substantial conformity with the approved Final Design.

Section Two – Authorization

The First Addendum in the form attached hereto as Exhibit A is hereby approved and shall be executed by the Village Manager, and attested to by the Village Clerk, and shall become a public document as of the date of execution; however, Licensee may not exercise operational rights under the First Addendum until construction of the Public Facility Improvements is completed in substantial conformity with the Final Design approved by the Village Corporate Authorities.

Article II – Approval of Preliminary Design, Final Design and Construction Agreement

Section One – Construction Cost

The entire cost and expense of completing the Final Design—engineering, hard and soft costs of construction in Substantial Conformity with the approved Preliminary Design—shall be at the sole cost and expense of the Licensee. The anticipated cost of the proposed renovation of the Public Facility Improvements in Substantial Conformity with the Preliminary Design is in excess of \$8,000,000.00 (eight million dollars and no cents). There shall be no contribution of any kind or amount of funds from the Village to the Public Facility Improvements.

Section Two - Preliminary Design

The Corporate Authorities hereby accept and approve the "Preliminary Design," which is attached hereto and made a part hereof as Exhibit B. The Village and the Licensee understand that the Preliminary Design represents approximately 30% level of final design construction drawings required in order to proceed with the construction of the Public Facility Improvement. The Village hereby acknowledges and accepts the Preliminary Design with the understanding that Final Design will be submitted by the Licensee to the Village Board for final evaluation and approval.

The Corporate Authorities hereby agree to provide Licensee with rights to operate the banquet, food, and beverage facility under the First Addendum if the Preliminary Design approved herein is processed to Final Design in substantial conformity with the approved Preliminary Design, and thereafter construction of the Public Facility Improvements is completed in substantial conformity with the approved Final Design.

For purposes of this Ordinance "Substantial Conformity" shall mean that that the Final Design and any referenced agreements do not materially alter the overall size, scope, layout, function, architectural character, or public use areas as shown on the approved Preliminary Design.

The Village Board reserves the right in its sole discretion to review the Final Design with respect to any deviations from the approved Preliminary Design, and should the Village Board determine that the Final Design is not in Substantial Conformity with the Preliminary Design, or

fails to substantially comply with Village specifications the Village shall notify the Licensee in writing of said determination and shall provide Licensee adequate time to correct the Final Design's substantial non-conformity. Should Licensee fail to correct the substantial non-conformity, the Village thereafter may terminate the Public Facility Improvements project. In the event that the Village makes such determination, the existing License Agreement shall continue in full force and effect.

Section Three – Final Design

- a) Licensee shall submit all necessary and detailed plans, renderings, specifications, and applications (hereinafter referred to as the "Final Design") to the Village for review, all in accordance with the procedures set forth in the Village Code. Should the Licensee fail to submit complete Final Design for approval by the date specified herein, the Village shall have the right, in its sole discretion, to terminate the Public Facility Improvements. In the event that the Village terminates the Public Facility Improvements for failure to submit Final Design, then the existing License Agreement shall continue in full force and effect.
- b) Upon receipt of the Final Design, Village Staff shall review the Final Design and provide comments to the Licensee within ten (10) business days of receipt of such Final Design, Licensee shall have ten (10) business days to address the Village's comments, if any. As soon as scheduling permits, the Final Design shall then be submitted to the Village Board for approval, and the Village Board shall have the right to further review and modify the Final Design with respect to any sections of the Final Design that are not in Substantial Conformity with the Preliminary Design or substantially insufficient to meet Village specifications.
- c) Should the Village Board disapprove of the Final Design under section (b) above, the Village shall provide sufficient detail pertaining to any disapproved items and how or why that disapproved item is not in Substantial Conformity with the approved Preliminary Design, and Licensee shall make any necessary modifications and resubmit the Final Design to the Village Board in final form within ten (10) business days following receipt of the Village's disapproval.
- d) In the event that the Village Board determines that the Final Design is not in Substantial Conformity with the Preliminary Design construction drawings or declares that it is inconsistent with Village specifications under section (b) above for the 70% detail not contained in the Preliminary Design, the Village Board may terminate the Public Facility Improvements project without contribution to any costs associated with preparing the unsatisfactory Final Design. However, if the Village Board elects to unilaterally terminate the Public Facility Improvements project despite Licensee having submitted Final Design in what the Village found to be Substantial Conformity with the approved Preliminary Design, and in substantial conformity with Village specifications, the Village shall pay Licensee all costs of preparation of the Final Design, subject to a cap of \$300,000.

Section Four – Construction Agreement

Upon acceptance of the Final Design by the Village Board, which shall be done by adoption of a resolution, the parties shall concurrently enter into a "Construction Agreement" substantially in an American Institute of Architects' (AIA) form template. The Village and Licensee

agree to negotiate in good faith and document final terms and conditions of a balanced and reasonable Construction Agreement that permits Licensee to complete construction of the Public Facility Improvements in substantial conformity with the Final Design. If the parties are unable to negotiate the final terms and conditions of the Construction Agreement, this Ordinance and the amended license agreement shall become null and void with no cost to the Village—unless this period is extended by mutual written agreement. The Construction Agreement negotiated upon resolution of the Final Design shall include the terms detailed herein, and the sole consideration provided to the Licensee for completion of the construction in substantial conformity with the Final Design approved by the Village, shall be the right to exercise operations under the terms of the First Addendum.

Article III – Assignment of License Agreement

Section One – Consent to Assignment of License Agreement

- a) The Village and Licensee hereby acknowledge and understand that the License Agreement provides that Licensee agrees that it shall not give, sell, license, assign, sublet, permit, subcontract, sub-License or otherwise transfer its interest in this Agreement, which consent may be withheld in the Village’s sole discretion.
- b) The Village understands that Licensee may seek financing for the Public Facility Improvements project. Licensee shall have until the end of the original License Agreement term, (“Financing Contingency Date”) to obtain the financing of Public Facility Improvements project with such lender and upon such terms and conditions as Licensee may accept, and proof of same must be supplied to the Village prior to execution of the Construction Agreement. If Licensee is unable to obtain a commitment for financing on or before the Financing Contingency Date, then either the Village may declare this Ordinance or the First Addendum null and void.
- c) The Corporate Authorities of the Village hereby consent to the assignment of License Agreement and the First Addendum to Oakbrook Events, LLC, subject to a background check of all its members conforming to applicable liquor license eligibility standards. The Corporate Authorities further approve the “Assignment and Assumption of Agreement” substantially in the form of which is attached hereto and made a part hereof as Exhibit D, provided there has been no change in ownership of Oakbrook Events, LLC since the adoption of this Ordinance. Licensee may not further assign its interest herein without the express written consent of the Village, which it may grant or withhold in its sole discretion. Nothing herein shall be construed to provide for, grant or waive the Village’s absolute right to evaluate any future assignments which the Village may deny in its sole discretion as set forth in the License Agreement.

Section Two – Authorization

The Village Manager is hereby authorized to execute, and the Village Clerk is hereby authorized to attest to the Assignment and Assumption of Agreement, subject to the aforementioned background check approval and provided there has been no change in ownership of Oakbrook Events, LLC since the adoption of this Ordinance, substantially in the form attached hereto as Exhibit D.

Article IV – General Provisions

Section One - Other Actions Authorized

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

Section Two - Acts of Village Officials

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

Section Three – Effective Date

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

Section Four- Publication

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

Section Five – Conflict Clause

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

Section Six – Saving Clause

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

Section Seven – Recording

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

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

PASSED THIS _____ day of July 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS _____ day of July 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

Exhibit A
First Addendum

Exhibit B
Preliminary Design

Exhibit C

Construction Agreement Terms

The following general terms will be incorporated into the Construction Agreement to be executed upon approval of the Final Design documentation by the Village Corporate Authorities if in substantial conformity with the Preliminary Design approved herein:

- A. Renovation Period. Any construction related to the Public Facility Improvements project shall not begin until after Labor Day of the year in which construction commences. During the renovation period, Licensee will pay the Village One Thousand Dollars (\$1,000) per month for the license fee in lieu of the previous monthly fees outlined in the License Agreement.
- B. Parties to the Construction Agreement:
 - 1) The Village of Oak Brook shall be listed as the owner of the property.
 - 2) Chic Chef Catering, Inc. shall be listed as the Licensee for whom the General Contractor shall be performing the construction of the Final Design documentation, which is inclusive of the building permits issued, and construction drawings.
 - 3) The General Contractor under the terms of the Construction Agreement shall be Level Development LLC.
 - 4) The Assignee of the License Agreement shall be identified as Oakbrook Events LLC, an Illinois Limited Liability Company (the names of each member and managers of the LLC shall be disclosed to the Village Manager in writing prior to execution of the Construction Agreement).
 - 5) The Village shall be executing the First Addendum to the License Agreement as the sole consideration provided to Chic Chef (and Assignee) for having paid all costs of the Public Facility Improvements.
 - 6) The General Contractor shall be paid all costs of the final construction by Chic Chef (or Assignee).
- C. The Parties agree that the template for the Construction Agreement to be executed following Completion of Final Design documentation in Substantial Conformity with the approved Preliminary Design shall incorporate the terms set forth in this Exhibit C, and shall follow the AIA Document A101-2017 format.
- D. Licensee Guarantee. Licensee understands and acknowledges that the pool and its amenities must be fully operational by the Friday preceding Memorial Day of the year following the commencement of the Public Facility Improvements project construction. In the event that Licensee fails to timely satisfy the guarantee of completion described in this Section, Licensee shall be subject to a fine of Five Hundred Dollars (\$500) per day until the pool, pool check in area, the pool kitchen, and accompanied locker rooms are all fully operational.
- E. Tree Removal. The Preliminary Design proposes removal of at least five (5) trees. Any and all trees removed shall be replaced by Licensee at a two (2) replacement trees for each removed tree ratio. Replacement trees shall have a minimum trunk diameter at breast height of three (3) inches and be of a species acceptable to the Village.
- F. Change Orders. Any and all Change Orders shall be documented in writing and shall not be effective unless mutually acceptable to both the Village of Oak Brook and Chic Chef or Assignee. The Village shall designate the Village

Manager to negotiate and sign change orders. Chic Chef Catering Inc. or Assignee shall designate the individual authorized to negotiate and sign change orders.

- G. Completion. At the completion of construction for the Public Facility Improvements project, the Village shall have the right to inspect any and all work performed by Licensee and develop a punch list of needed repairs or adjustments for completion of the Public Facility Improvements project in substantial conformity with the approved Final Design. Upon successful completion of the items on the punch list as determined by the Village in its sole discretion, the Public Facility Improvements project shall be deemed to be completed. The Village Board shall pass a resolution accepting said improvements upon receipt of the Bill of Sale, substantially in the form attached hereto as Exhibit E, from the Licensee, and direct staff to issue a certificate of occupancy—provided that all other requirements of issuance have been satisfied.
- H. Force Majeure. All timelines for submittals of plans and completion of the Public Facility Improvements project shall at all times be subject to permitted delays (without penalty) which prevent Licensee from performing an obligation under the Construction Agreement that are beyond the reasonable control of Licensee including, without limitation (collectively “Force Majeure Events”): (i) acts of God, including natural catastrophes such as flood, earthquake, tidal wave, volcanic eruption, or tornado; (ii) acts of war or terrorism; (iii) civil commotions; (iv) moratorium on the issuance by any applicable governmental authority (including the Village) of any licenses, permits or other governmental approvals (v) public health crises including, pandemics and epidemics; (vi) fire or other casualty; and (vii) other similar causes beyond the reasonable control of Licensee.
- I. Proof of Funds. Prior to the start of construction, Licensee shall demonstrate to the complete satisfaction of the Village that it has the necessary funds to complete the Public Facility Improvements project. Should the Licensee for any reason be unable to demonstrate that the available funds are liquid and available to be allocated to the funding of the Public Facility Improvements project, the Village in its sole discretion may declare the First Addendum to be null and void, upon which the original License Agreement shall remain in effect.
- J. Waiver of Permit Fees and Costs. Licensee acknowledges that it shall be solely responsible for all costs and expenses related to the construction of the Public Facility Improvements project inclusive of, but in no way limited to, the costs related to the preparation of any Final Design, materials, or construction, and Licensee agrees there is no expectation of the Village to financially contribute to the proposed project in any way whatsoever. Notwithstanding the foregoing, should the Village approve the Final Design once submitted by Licensee—and due to the unique circumstance of the Public Facility Improvements project being entirely privately funded by Licensee to improve Village-owned property pursuant to the terms of the First Addendum to the License Agreement—the ordinary permit fees and costs related to the approved Final Design shall be waived.
- K. AS-IS Condition. Except as expressly set forth herein, Licensee understands and acknowledges that the Village makes no representation to the underlying condition of the Property or Sports Core or any of its existing improvements. In accordance with the License Agreement, Licensee has acknowledged the Property in its “AS IS” condition without any agreements, representations,

- understandings, or obligations on the part of the Village except as expressly set forth herein. Licensee shall be solely responsible for performing its own due diligence on the condition of the Property and its current improvements to determine if the proposed Public Facility Improvements project is feasible. Licensee further agrees the Village shall not be responsible for the repair, replacement or modification of any deficiencies, malfunctions, or mechanical defects on the Property or to any improvements thereon, including but not limited to the material, workmanship, or mechanical components of the structures, foundations, roof, heating, plumbing, electrical or sewage system, drainage or moisture conditions, air conditioning, hot water heater, appliances, or damage by the presence of pests, mold, or other organisms. In allowing for Licensee to make the improvements to the Property as described herein, the Village makes no representation or warranty to Licensee, either express or implied, as to the condition of the Property or the suitability of the Property for Licensee's proposed Public Facility Improvements project except as expressly provided herein. Notwithstanding the foregoing, the Village hereby represents to Licensee that as of the date hereof, to the Village's current knowledge: (i) Village has not issued and has not received any written notices from any governmental agency alleging that any portion of the Property is currently in violation with any applicable laws; (ii) Village is not aware of the presence of any hazardous materials located at any portion of the Property, including, without limitation, asbestos; and (iii) the Village has valid and lawful title to permit Licensee to construct and operate the Public Facility Improvements project as Licensee.
- L. Licensee Shall Obtain a Letter of Credit or Performance Bond. Licensee shall obtain a letter of credit or performance bond in an amount equal to 125% of the proposed Public Facility Improvements cost. The proposed Public Facility Improvements cost and terms and conditions of the Letter of Credit or Performance Bond shall be to the sole satisfaction of the Village. The Letter of Credit or Performance Bond shall be provided to ensure the completion of renovations to the Club facilities, thereby protecting both the Public Facility Improvements project and the public interest in the Property and Sports Core.
- M. Sworn Statement and Waivers. As part of the construction process, Licensee—at Licensee's sole cost and expense—shall provide a Sworn Statement listing the proposed renovations, construction items, and related line items which shall require waivers of lien to be issued prior to or at the time of payment. In conjunction with said payment, the Village in its sole discretion may from time to time reduce the amount of the Line of Credit or Performance Bond, but in no event shall the amount be reduced to less than 50% until all waivers of lien have been provided and accepted by the Village for all items on the designated punch list.
- N. Village Property; Indemnification. The Village warrants that it has valid municipal non-home rule authority to contract for the work to be performed and has valid property rights to permit Licensee's use of the Property. Upon the commencement of construction, the Village will indemnify, defend, and hold harmless Licensee from any breach of this warranty and shall reimburse Licensee for any and all damages incurred as a result of any breach of this warranty.
- O. The Village acknowledges that Licensee shall be seeking financing from a bank or other lending institution for financing the completion of the Public Facility Improvements project—including financing the complete construction

and all materials and labor. Licensee acknowledges that the Village of Oak Brook is a unit of local government organized under the Constitution of the State of Illinois, and Licensee shall not allow, or cause to allow, the Property to be encumbered in any way.

- P. Licensee acknowledges that it shall be solely responsible for all costs and expenses related to the Public Facility Improvements project inclusive of, but in no way limited to, the costs related to the preparation of any plans, materials, or construction. Licensee agrees there is no expectation that the Village will be financially responsible to pay for any portion of the cost of construction of the Public Facility Improvements project in any way whatsoever construction proceeds in substantial conformity with the Final Design approved herein.

Exhibit D

ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEMENT (this "Assignment") is made and entered into as of the date last signed below (the "Effective Date") by and between Chic Chef Catering, Inc., an Illinois Corporation with its current principal place of business at 1000 Pauley Dr., Elk Grove Village, IL 60007 (the "Assignor"), and OAKBROOK EVENTS, LLC, an Illinois limited liability company, with its principal place of business at 1000 Pauley Dr., Elk Grove Village, IL 60007 (the "Assignee"); with acknowledgment from the Village of Oak Brook, a municipal corporation organized under the laws of the State of Illinois with its principal place of business at 1200 Oak Brook Rd, Oak Brook, IL 60523 (the "Village"). Both the Assignor and Assignee each individually a "Party" and collectively the "Parties" hereto, state the following:

RECITALS:

WHEREAS, Assignor is the Licensee under that certain License Agreement by and between The Village of Oak Brook and Chic Chef Catering, Inc., dated 12/13/2023 (the "License Agreement"), relating to the licensing rights for certain real property owned by the Village commonly known as 800 Oak Brook Road, Oak Brook, IL 60523, which property is more specifically described in the License Agreement (the "Property"); and

WHEREAS, the Assignor desires to assign the License Agreement and all rights, title, and interests of Assignor in and to the Property and Assignor's fixtures, improvements and property of Assignor located thereon, to Assignee, with acknowledgement and acceptance by the Village of said assignment under certain terms, covenants and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual provisions contained herein, and other good and valuable considerations in hand paid, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby grants, conveys, transfers, assigns and sets over to Assignee of Assignor's rights, title, and interest in and to the License Agreement and all right, title and interest of Assignor in and to the Property, as defined by the License Agreement, and all fixtures, improvements and personal property of Assignor located thereon Assignee agrees to have and to hold the right, title and interest of Assignor in the License Agreement from Effective Date of this Assignment through the remaining term of the License Agreement as set forth therein.
2. Assignee accepts the Assignment set forth herein and hereby assumes the performance of all terms, covenants, obligations and conditions imposed upon Assignor under the License Agreement and the terms and provisions as set forth herein. Assignee shall jointly assume all obligations of Assignor under the License Agreement, accruing on and after the date hereof. Assignee hereby agrees to perform all of the terms, conditions, obligations and covenants under the License Agreement as if the Licensee originally named therein. Assignee shall comply with all obligations under the License Agreement and terms and provisions as set forth herein, and hereby agrees to be bound by the terms and conditions of the License Agreement as if a party thereto. All references to "Licensee" under the License Agreement for covenants and obligations under the License Agreement commencing from and after the date hereof shall refer to Assignee.

3. In the event that Assignee fails to meet any of the obligations provided in the License Agreement, Assignor and Assignee shall be held jointly and severally liable thereunder.
4. Each Party hereby represents and warrants to the other Party that it has the full legal power, authority and right to execute and deliver this Assignment and to perform its covenants, duties and the obligations pursuant to this Assignment, that this Assignment has been duly authorized as required by law and that no consent of any person, entity or governmental authority is required to make this Assignment binding upon such Party.
5. Each Party hereby agrees to take such further actions and execute and deliver such further documents, instruments, and agreements as may be reasonably required to carry out the intent of this Assignment.
6. This Assignment and the rights and obligations of the Parties hereunder are to be governed by and construed and interpreted in accordance with, the laws of the State of Illinois applicable to contracts made and to be performed wholly within Illinois, without regard to choice or conflict of laws rules.
7. This Assignment shall extend to and be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
8. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute and be taken as one and the same instrument.

IN WITNESS WHEREOF, on the Effective Date provided herein, the undersigned duly authorized representatives of the Assignor have caused this Assignment to be executed.

ASSIGNOR

CHIC CHEF CATERING
an Illinois limited liability company

By: _____

Title: _____

Date: _____

STATE OF _____)
) **SS:**
 COUNTY OF _____)

On this ____ day of _____, 202__, before me, the undersigned, a Notary Public in and for the state of _____, personally appeared _____, to

me known, who, being by me duly sworn, did depose and say that he is the _____ of Chic Chef Catering, Inc., that he signed the foregoing Assignment on behalf of the said entity as his free and voluntary act and the free and voluntary act and deed of the of the same.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal in the county and state aforesaid, the day and year first above written.

Notary Public
(Seal)

My Commission Expires: _____

IN WITNESS WHEREOF, the Parties have executed or caused to be executed this Assignment as of the date last signed below.

ASSIGNEE:

OAKBROOK EVENTS, LLC,
an Illinois limited liability company

By: _____

Title: _____

Date: _____

STATE OF _____)
)
COUNTY OF _____) SS:

On this ____ day of _____ 202_, before me, the undersigned, a Notary Public in and for the state of _____, personally appeared _____, to me known, who, being by me duly sworn, did depose and say that he is the _____ of the Assignee entity, that he signed the foregoing Assignment on behalf of the said entity as his free and voluntary act and the free and voluntary act and deed of the of the same.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal in the county and state aforesaid, the day and year first above written.

Notary Public
(Seal)

My Commission Expires: _____

FURTHERMORE, Village hereby acknowledges and accepts the assignment herein, subject to all the terms, amendments, conditions and limitations herein, and understands that all references to “Licensee” under the License Agreement, as commencing after the date hereof shall mean and refer to Assignee.

VILLAGE OF OAK BROOK,
An Illinois Municipal Corporation

By: _____

Its: _____

Date: _____

ATTEST:

Village Clerk

Date

Exhibit E

Bill of Sale

KNOW ALL MEN BY THESE PRESENTS, that _____, (the "Licensee") in consideration of One Dollar and other valuable consideration does hereby grant, sell, transfer and deliver unto the VILLAGE OF Oak Brook, a Municipal Corporation in DuPage and Cook County, Illinois (the "Village"), the following goods chattels and other items of property related to the Public Facility Improvements project described First Addendum to the License Agreement dated _____ that have been permanently affixed to the Property, namely:

ONE: Each and every part and item of a system of

TWO: Each and every part and item of a system for

THREE: Each and every part and item of a system for

SPECIFICALLY EXCLUDED by this Bill of Sale are the personal property, inventory, equipment and fixtures installed by Licensee upon the Public Facility Improvements project, which shall be owned by Licensee.

The object of this Bill of Sale is to grant, sell, transfer and deliver to the Village, with the exceptions noted, the ownership in all items of personality which comprise the improvements made or installed by the Licensee to date within the VILLAGE.

The Licensee does hereby covenant it is the lawful owner of the afore described goods, chattels and personality; that such items are free from all encumbrances; that the Licensee has the right to sell the same as aforesaid; and that the Licensee warrants and will defend the same against the lawful claims and demands of all persons; and that the execution of this Bill of Sale is an authorized act of said corporation, individual or partnership.

FIRST ADDENDUM

THIS FIRST ADDENDUM (hereinafter referred to as the "First Addendum") is made on the date last signed below (the "Effective Date") between the Village of Oak Brook, a municipal corporation organized under the laws of the State of Illinois with its principal place of business at 1200 Oak Brook Rd., Oak Brook, IL 60523 (the "Village"), and Chic Chef Catering, Inc., an Illinois corporation with its principal place of business at 1000 Pauley Dr., Elk Grove Village, IL 60007 (the "Licensee"). Both the Village and Licensee each individually a "Party" and collectively the "Parties" hereto, state the following:

RECITALS

WHEREAS, the Village is the owner of that certain real property located within its corporate boundaries commonly known as the Oak Brook Bath & Tennis Club (hereinafter the "Club") located at 800 Oak Brook Road, Oak Brook, IL 60523 (the "Property") located within the 277 acre Oak Brook Sports Core (hereinafter the "Sports Core");

WHEREAS, the Parties hereto entered a License Agreement (hereinafter referred to as the "Agreement") dated 12/13/2023 for Licensee's use of a portion of the Property (the "Premises", as defined in the Agreement) to perform certain banquet operations (hereinafter referred to as on-site "Banquet Services"), as defined and further described in the Agreement;

WHEREAS, in July of 2025 the Parties agreed to allow Licensee to make certain food, beverage and banquet improvements to the Premises, coupled with some improvements that are banquet, food, and beverage-related but are not part of the Premises subject to the Agreement which are nevertheless deemed important to the overall public use of the Sports Core property (hereinafter referred to collectively as the "Public Facility Improvements") which improvements Licensee agreed to be fully privately funded;

WHEREAS, this First Addendum was approved by the adoption of Ordinance _____ on July 23, 2025, but by the express terms of the Ordinance, completion of the Public Facility Improvements was required prior to Licensee exercising the rights under this First Addendum;

WHEREAS, Licensee has complied with the terms and conditions of Ordinance _____ and has completed the Public Facility Improvements to the Property and Sports Core in substantial conformity with the defined Final Design;

WHEREAS, Licensee is fully authorized to move forward with the operation of the Banquet Services of the Premises as provided for in the Agreement and this First Addendum;

WHEREAS, Article IX Section I of the Agreement generally provides in relevant part that Licensee shall not conduct any of the Public Facility Improvements without the prior written consent of the Village, which may be withheld, in the Village's sole discretion. Additionally, should the Village consent to any Public Facility Improvements, the Village reserves the right to impose requirements as a condition of such consent or otherwise impose requirements in connection with the aforementioned Public Facility Improvements;

WHEREAS, The Licensee is undertaking all Public Facility Improvements to activate rights under this Addendum and the Agreement, at Licensee's its own cost and expense, utilizing private funds, including private investment capital and private bank financing;

WHEREAS, The Village is not contributing public funds in any form for any portion of the Public Facility Improvements performed by the Licensee;

WHEREAS, Licensee has made the Public Facility Improvements, as approved by and with the consent of the Village, as set forth and described in the Final Design;

WHEREAS, as a result of the Public Facility Improvements, the Parties have agreed to certain amendments and modifications to the License Agreement—providing for the operation and use of the Premises;

WHEREAS, the Parties have agreed to amend the Agreement to revise several terms and conditions which include but are not limited to an additional venue fee, guaranteed revenue stream, ability to terminate the Agreement without cause, and clarification pertaining to use and operation of Premises;

WHEREAS, the Parties recognize that all conditions precedent required and necessary for the adoption of this Addendum have been fulfilled and satisfactorily completed by the respective Parties, and the Addendum shall be fully executed and be in full force and effect; and

WHEREAS, the parties hereto desire to memorialize their respective understandings defining their respective obligations and responsibilities relative to the Public Facility Improvements and modifications to the Agreement, as further described herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Village and the Licensee agree as follows:

Section One – Recitals

The above referenced Recitals are hereby incorporated herein and made a part hereof by reference.

Section Two – Renovation Project – Generally Defined and Described

- A. Public Facility Improvements. Subject to modification and finalization of the Final Design (defined below), as outlined in Ordinance _____, Licensee proposes to complete the Public Facility Improvements on the Property and Sports Core—including the banquet facility; bridal suite; groom’s lounge and groom suites; office area; upgraded bathrooms; tennis office which includes a male, female, and family locker room; full size commercial kitchen; storage area; an expanded paved and lighted parking lot for one hundred and twenty (120) additional vehicles; a new pool café; pool manager’s office and check-in area; and an expanded pool patio area. Newly constructed dry, refrigerated, and frozen storage areas will be included in the renovation. The rear exterior of the facility will have an elevated structure (covered loggia) for event participant pictures and two (2) patios for outdoor entertainment and dining. The southeast side will include a walled delivery court and enclosed storage facility. The cathedral area (location of the fireplace, elevated arched wood structure and associated wood columns) will remain intact for nostalgic reasons. The façade of the renovated facility will be whitewashed brick and cementitious stucco and have a newly installed front arched promenade. The Public Facility Improvements will include the complete rehabbing or replacement of the men’s and women’s bathrooms/locker

rooms (and a new family bathroom) located on the west end of the complex and associated with pool operations. Any obligations for improvements or renovation shall be set forth in the Final Design, to be submitted to and approved by the Village Board of Trustees as part of the architecture review process. Licensee shall indemnify and hold Village harmless from and against any and all claims by any party for failing to approve—or for denying—any applications, plans, or permits related to the Public Facility Improvements unless said applications, plans, or permits are in “Substantial Conformity” with the Final Design, as defined in the Ordinance. The Village Board reserves the right in its sole discretion to review the Final Design with respect to any deviations from the approved Preliminary Design, and should the Village Board determine that the Final Design is not in Substantial Conformity with the Preliminary Design, or fails to substantially comply with Village specifications the Village shall notify the Licensee in writing of said determination and shall provide Licensee adequate time to correct the Final Design’s substantial non-conformity. Should Licensee fail to correct the substantial non-conformity the Village thereafter may terminate the Public Facility Improvements project. In the event the Village makes such determination, the existing License Agreement shall continue in full force and effect.

Section Three – Amendments to Agreement

A. In accordance with Article XVIII of the Agreement, the Parties to this First Addendum hereby agree to the revised terms, additional terms and conditions to the License Agreement as follows:

1. Term. The License Agreement shall be in effect for twenty (20) years following approval of the First Addendum with one (1) optional five (5) year extension for the use of the Premises, which shall be allowed at the sole discretion of Licensee, so long as Licensee is in good standing and not in violation of any terms of the Agreement, beyond all applicable notice, grace and cure periods as set forth in the Agreement, as modified by this First Addendum.

2. Early Termination.

1. The Village shall have the authority, in its sole discretion, to terminate the Agreement and First Addendum without cause after ten (10) years and upon twelve (12) months written notice. Should the Village elect within its sole discretion to terminate the Agreement and First Addendum, the Village shall pay Licensee a termination fee in the amount of three (3) times Licensee’s average annual revenue derived from on-site banquet events for the previous five (5) years minus any revenues received by the Village for that same period—which includes all fees paid to the Village which shall include but not be limited to the monthly license fee, 15% food and beverage fees, and the 5% venue fee. The multiplying factor of three (3) referenced in the previous subsection shall reduce by 0.2 for each of the subsequent years following year 10, as detailed herein:

- a. Year 10 Multiplying Factor: 3.0
- b. Year 11 Multiplying Factor: 2.8
- c. Year 12 Multiplying Factor: 2.6
- d. Year 13 Multiplying Factor: 2.4
- e. Year 14 Multiplying Factor: 2.2

- f. Year 15 Multiplying Factor: 2.0
 - g. Year 16 Multiplying Factor: 1.8
 - h. Year 17 Multiplying Factor: 1.6
 - i. Year 18 Multiplying Factor: 1.4
 - j. Year 19 Multiplying Factor: 1.2
 - k. Year 20 Multiplying Factor: 1.0
- 3. Abeyance of Monthly Minimum Fees. For the first two years after the acceptance of Public Facility Improvements via the Bill of Sale (the "Work Completion"), the Monthly Minimum Fees will be deferred for future payment as described below. Upon the two-year anniversary of the Work Completion of the Public Facility Improvements, Licensee will pay the \$240,000.00 of deferred Monthly Minimum Fees in quarterly installments of \$30,000.00, in addition to the then-effective monthly Minimum Fees of \$10,000.00 per month.
- 4. Monthly Minimum Fee. The "Monthly Minimum Fees" that Licensee shall pay unto the Village for use of the Premises will be frozen at \$10,000.00 per month for ten (10) years upon Work Completion, after which the Monthly Minimum Fees shall increase annually at the CPI-U (year-end) rate or at \$500.00 per month, whichever is greater.
- 5. Additional Fees & Sales Tax. In addition to the Monthly Minimum Fees, Licensee shall pay a fee of 15% of all food and beverage sales for all events booked at the Premises, as well as a 5% venue booking fee associated with any events at the Premises. Licensee shall continue to be permitted to use office space on the Premises as it relates to the on-site banquet events, and Licensee agrees to operate in a manner that Oak Brook is the taxable Point-of-Sale for all such activities. In addition to all of its other fees set forth herein and within the Agreement, Licensee further agrees that Exhibit B sets forth the minimum gross compensation to be paid to the Village as its percentage share of venue commission, food, beverage, and associated sales tax, for the years 1 through 20. Exhibit B is attached hereto and made a part hereof. Licensee agrees to pay the minimum amounts as identified and agreed upon in Exhibit B to the Village each year, even if Licensee's revenues are insufficient to generate the minimum amount by application of the agreed Village percentage share.
- 6. Licensee understands and agrees that no off-site catering services shall be permitted or generated from the Premises, except within the Sports Core or for Village sponsored events.
- 7. Cure of any Violations. For any violations or other failure to perform obligations under the Agreement, as modified by this First Addendum—except the failure to open the pool facilities on time as specified, Licensee shall have thirty (30) days after the first written notice from Village to cure such violation or failure to perform; or, if such violation or failure will reasonably require longer than thirty (30) days to cure, if Licensee commences to cure that violation within (30) days after written notice from Village and Licensee continuously prosecutes the curing of that violation to completion with due diligence, then Licensee shall not be deemed in violation of the Agreement. Second repeat violations—those for the same

offense—shall be subject to only a 10 (ten) day cure period. Third repeat violations—for the same offense—shall have no cure period and be subject to termination for cause. If the Village terminates the Agreement and First Amendment, Licensee shall immediately vacate the premises with no further liability to the Village. Under no circumstances shall any cure period provided hereunder be permitted to extend beyond ninety (90) days after written notice from the Village to cure any violation regardless of the nature of that violation.

8. Miscellaneous Amendments to the License Agreement.

- i. For purposes of release, waiver of claims, and covenant not to sue—Licensee, its heirs, executors, administrators, agents, representatives, attorneys, assigns, and/or any other persons or entities claiming through Licensee (all of whom shall be deemed included in the term "Licensee" for purposes of this Section's release and waiver of claims) agree to release and covenant not to sue the Village, its officials, officers, administrators, employees, agents, representatives, attorneys, and/or assigns (all of whom shall be deemed included in the term "Village" and alternatively the "Released Parties" for purposes of this Section's release and waiver of claims) regarding the claims they have or might have, whether known or unknown, as of the time Licensee executes this First Addendum. By way of explanation, but not limiting their completeness, Licensee hereby fully, finally, and unconditionally releases, forever discharges, and covenants not to sue the Released Parties from and for any and all claims, causes of actions, liabilities, disputes, demands, damages, agreements, contracts, obligations, promises, debts, and/or accounts of any kind or any nature, whether currently known or unknown, for any damage, loss, or injury of or relating to the Renovation Project, as described herein.
- ii. Licensee shall be permitted to have the exclusive opportunity to book and service banquet events on Fridays, Saturdays, and Sundays throughout the year, except as otherwise provided for herein. The Village shall retain complete use and control over the use of the Premises for the remaining days of the week and maintains control on all days of the week. The Licensee may request use of an additional weekday, which the Village may approve at its sole discretion in accordance with procedures as set forth by the Village. Should the Licensee be granted the opportunity to utilize an additional weekday, all fees as set forth herein shall apply.
- iii. Pursuant to the Village's supervision, Licensee will be solely responsible for the care, maintenance, and upkeep of all of the banquet and office portions of the Premises to include preventive maintenance and repair of all equipment, building mechanical systems, furnishings and supplies within the Club, the banquet patios, and the curtilage of exterior of the facility minus areas associated only with the pool and tennis operations. The Village shall be solely responsible for any maintenance and upkeep of the outdoor areas of the Property (including the pool, pool deck, landscaping, and snow plowing, but excluding the banquet patios).

- iv. Licensee shall provide a 50% venue fee discount to all confirmed Village residents for any events occurring Monday through Thursday.
- v. Licensee is forbidden at any time from subleasing, licensing, or conferring any rights whatsoever for the Premises to any third party, except in connection with the offering of on-site banquet events and activities as permitted under the License Agreement to Licensee's customers and invitees, e.g., specialty vendors working directly under the control of Chic Chef including but not limited to DJs, photo booth operators, and specialty menu providers.
- vi. The Village hosts several community events, as outlined in an exhibit to the License Agreement, including but not limited to events such as the annual Taste of Oak Brook (typically held on or around July 3rd), the Special Olympics Polar Plunge (usually held in March), and the International Fest (typically held in September or October). On the designated dates of these events, the Licensee shall not be permitted to use the Premises or the Property without prior approval from the Village, in order to ensure the Village maintains full access and control of its Premises and Property.
- vii. Upon reasonable request from the Village which shall not be less than forty-eight hours' notice, Licensee will provide designated employees of the Village of Oak Brook with full and complete access to Licensee's financial records to include administrator access to any electronic Point-of-Sale system.
- viii. During any banquet event, Licensee will have access to and use of the Premises, including all interior locations, as well as the exterior patio area(s) and open spaces just north of the Club to hold ceremonies/weddings etc. north of the Club, near the pond.
- ix. Licensee's internet access and accompanied cost will be the sole responsibility of Licensee.
- x. Employees of Licensee shall park within the enclosed docking area on the south side of the Club or on the far east side of the Bath and Tennis Club parking lot near Tennis Courts 7 and 8. Truck traffic shall be kept to a minimum and shall not significantly impact the Village's daily use of the remaining portions of the Property, such significant impact is determined in the full and absolute discretion of the Village.
- xi. Licensee has the authority to use photographs of the Club in any advertisements to promote the location and services.
- xii. Attached hereto, as Exhibit A, is a map of the Property depicting the Licensed Area and Premises upon completion of the Public Facility Improvements, which shall amend and replace the Exhibits to the Agreement setting forth the Premises, where applicable. Exhibit A is attached hereto and made a part hereof.

- xiii. Except for items that have been permanently affixed to the Premises, the parties agree that all personal property, inventory, equipment and fixtures installed by Licensee upon Licensed Premises shall be owned by Licensee. The list of all personal property, inventory, equipment and removable fixtures that shall remain owned by Licensee is attached hereto and made a part hereof as Exhibit C.
- xiv. All real property and items permanently affixed to the Premises are, and shall remain, the property of the Village. Licensee shall not allow any lien to attach to the real property, and any financing obtained by Licensee shall not be secured by the real property.
- xv. Licensee understands that it does not have sole access to the Premises and Property, nor control thereof, and will communicate collaboratively with the Village of Oak Brook and any and all recreational contracted vendors at the Sports Core in order to help alleviate or forecast parking concerns at or near the Club during scheduled events (i.e. wedding, soccer tournaments, tennis events, and community pool events scheduled on the same day).
- xvi. The parking lots shall remain within the complete control of the Village, and Licensee shall have access to said parking lots on the days of scheduled events. The parties agree to work together to alleviate any traffic concerns or issues that may arise due to the public access to the Property.
- xvii. Once per month, on a weekday (excluding Friday), Licensee shall host "Oak Brook Community Nights" at the Premises exclusively for Village residents—as requested by the Village—which shall include the provision of food at no charge to, but with a cash bar.
- xviii. The Licensee shall host an end-of-season pool party for all Club members at the conclusion of the annual pool season at the Club. The event shall include the provision of food and beverages to the Club Members at Licensee's expense. The date and time of the event shall be mutually agreed upon by the Village and the Licensee no later than one (1) month prior to the end of the pool season.
- xix. All parked commercial trucks associated with Licensee's operations must be wholly contained within the walled delivery court.
- xx. Licensee shall not be permitted to close the beach and/or the pond between the hours of 11:00 am and 4:00 pm during the Bath and Tennis Club operating season, and in no case shall Licensee be permitted to close the beach and/or pond for more than two (2) hours per event.
- xxi. Licensee agrees that no event shall be booked with attendance exceeding the banquet facility's authorized capacity for the year 2025 by more than eighty (80) persons.

B. To the extent that there is conflict between the terms of the Agreement with the terms contained in this First Addendum, the terms set forth herein shall prevail.

Section Four – General Provisions

- A. This First Addendum shall be binding on the parties, hereto, their heirs, successors and assigns, where applicable and as permitted by the Village in accordance with the procedures set forth in the License Agreement.
- B. The Parties agree and understand that all terms and conditions of the License Agreement shall remain in full force and effect at all relevant times except as otherwise specifically conditioned or modified in accordance with the terms of this First Addendum.
- C. This First Addendum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.
- D. This First Addendum may be amended only in writing with approval of both the Village and Licensee.
- E. This First Addendum shall be construed in accordance with the laws and Constitution of the State of Illinois and if any provision is invalid for any reason, such invalidation shall not render invalid other provisions that can be given effect without the invalid provision.
- F. The Parties hereto acknowledge and agree they have had the opportunity to carefully review the terms of this First Addendum and have it examined by an attorney if so desired. The Parties hereto are entering into this First Addendum voluntarily and represent that the undersigned individual is a duly authorized representative of its respective Party hereto, to effectuate the binding nature of this First Addendum by way of execution.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, on the Effective Date provided herein, the undersigned duly authorized representatives of the Village and the Licensee have caused this First Addendum to be executed.

**VILLAGE OF OAK BROOK,
AN ILLINOIS MUNICIPAL CORPORATION**

By: _____

Its: _____

Date: _____

ATTEST:

Village Clerk

Date

IN WITNESS WHEREOF, on the Effective Date provided herein, the undersigned duly authorized representatives of the Licensee have caused this First Addendum to be executed.

CHIC CHEF CATERING
an Illinois limited liability company

By: _____

Title: _____

Date: _____

STATE OF _____)
) SS:
COUNTY OF _____)

On this ____ day of _____ 202_, before me, the undersigned, a Notary Public in and for the state of _____, personally appeared _____, to me known, who, being by me duly sworn, did depose and say that he is the _____ of Chic Chef Catering, Inc., that he signed the foregoing First Addendum on behalf of the said entity as his free and voluntary act and the free and voluntary act and deed of the of the same.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal in the county and state aforesaid, the day and year first above written.

Notary Public
(Seal)

My Commission Expires:

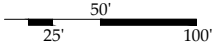
EXHIBIT A
REVISED MAP OF PROPERTY

EXHIBIT B

Minimum Gross Compensation

EXHIBIT C
Licensee Property



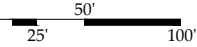
SCALE: 1" = 100'-0" 

SITE PLAN - EXISTING
OAK BROOK MANOR
12-06-2024



53 W JACKSON BLVD. SUITE 337
CHICAGO, IL 60604
312-497-7424
MIKE@MVIAMONTES.COM



SCALE: 1" = 100'-0" 

SITE PLAN - PROPOSED
OAK BROOK MANOR
12-06-2024



53 W JACKSON BLVD. SUITE 337
CHICAGO, IL 60604
312-497-7424
MIKE@MVIAMONTES.COM



SCALE: 1" = 100'-0" 25' 50' 100'





OAK BROOK MANOR



OAK BROOK MANOR



OAK BROOK MANOR



OAK BROOK MANOR



OAK BROOK MANOR



OAK BROOK MANOR



OAK BROOK MANOR

800 OAK BROOK ROAD ZONING INFORMATION				
ITEM	ISSUE	ORDINANCE REQUIREMENT	PROPOSED / ACTUAL	REMARKS
1	District	CR	CR	
3	Min. Lot Area	217800 sf		
4	Min. Lot Width	220'		
5	F.A.R.	.15		
6	Max. Height	40'		
7	Distance From Waterway	100'		
8	Distance From Street	100'		
9	Distance From Residential District	100'		
10	Off Street Parking	1 space per 100sf of building		
11	Off Street Loading	2 required		

Code Compliance Matrix – 2021 International Building Code

Item	Subject	Code Reference	Ordinance Requirement	Actual	N/A	Location / Sheet No.
2021 International Building Code Requirements						
B.03.01	Proposed Occupancy Classification(s)	14B-3-302.1	---	A-2		
B.03.02	Existing Occupancy Classification(s)	14B-3-302.6, Ch. 14B-3	---	A-2	☐	
B.04.01	Special Occupancy Conditions	Ch. 14B-4	N/A	N/A	☒	
B.05.01	Grade Plane	14B-2-203.2			☐	
B.05.02	Building Height in Feet Above Grade Plane	14B-2-203.3, 14B-5-504.3	75'		☐	
B.05.03	Number of Stories Above Grade Plane	14B-2-202, 14B-5-504.4	3		☐	
B.05.04	Mezzanine / Equipment Platform	14B-5-505	N/A	N/A	☒	
B.05.05	Building Area	14B-2-203.4, 14B-5-506	See Chart		☐	A0.5
B.05.06	Number of Basements Excluded from Area	14B-5-506.1.3	1		☐	
B.05.07	Frontage Increase	14B-5-506.3	N/A	N/A	☒	
B.05.08	Mixed Occupancy Strategy	14B-5-508		Separated Occupancies	☐	
B.05.09	Accessory Occupancies	14B-5-508.2		Primary occupancy A2 event space, accessory occupancies kitchen, storage, restrooms	☐	
B.05.10	Incidental Uses	14B-5-509	1 hr	1 hr	☐	
B.06.01	Construction Classification	14B-6-602	II-B	II-B	☐	
	Rating – Primary Structural Frame	Table 14B-6-601, 14B-7-704	0 hr	0 hr	☐	
	Rating – Exterior Bearing Walls	Tables 14B-6-601, 14B-6-602	0 hr	0 hr	☐	
	Rating – Interior Bearing Walls	Table 14B-6-601	0 hr	0 hr	☐	
	Rating – Exterior Nonbearing Walls	Table 14B-6-602	0 hr	0 hr	☐	
	Rating – Floor Construction	Table 14B-6-601	0 hr	0 hr	☐	
	Rating – Roof Construction	Table 14B-6-601	0 hr	0 hr	☐	
B.06.02	Combustible Material, Type I-IV Construction	14B-6-603, 14B-6-604		Complies	☐	
B.06.03	Basement Construction	14B-6-605	Noncombustible	Noncombustible	☐	
B.07.01	Exterior Wall Rating	Tables 14B-6-601, 14B-6-602		0 hr	☐	
B.07.02	Exterior Wall Projections	14B-7-705.2	Noncombustible Not to Exceed 40"	Noncombustible Not to Exceed 40"	☐	
B.07.03	Exterior Wall Openings	14B-7-705.8	No Limit	No Limit	☐	
B.07.04	Exterior Wall Parapets	14B-7-705.11	0 hr	0 hr	☐	
B.07.05	Fire Wall Rating	14B-7-706.4	N/A	N/A	☒	
B.07.06	Fire Wall Openings	14B-7-706.8, 14B-7-716.1	N/A	N/A	☒	
B.07.07	Wall/Floor Rating – Occupancy Separation	14B-7-707.3.9, 14B-7-711.2.4.1	1 hr	1 hr	☐	
B.07.08	Wall/Floor Rating – Fire Area Separation	14B-7-707.3.10, 14B-7-711.2.4.2	N/A	N/A	☒	
B.07.09	Wall/Floor Rating – Control Area	14B-4-414.2.4, 14B-7-707.3.8	N/A	N/A	☒	
B.07.10	Wall/Floor Rating – Incidental Uses	14B-7-707.3.7, 14B-7-711.2.4.5	N/A	N/A	☒	
B.07.11	Wall/Floor– Unit Separation	14B-4-420, 14B-7-711.2.4.3	N/A	N/A	☒	
B.07.12	Wall/Floor – Corridor	14B-7-708, 14B-10-1020.1	0 hr	0 hr	☐	
B.07.13	Smoke Barrier	14B-7-709	1 hr	1 hr	☐	
B.07.14	Vertical Openings	14B-7-712	N/A	N/A	☐	
B.07.15	Shaft Enclosure – Rating	14B-7-713.4	N/A	N/A	☒	
B.07.16	Shaft Enclosure – Continuity	14B-7-713.5	N/A	N/A	☒	
B.07.17	Shaft Enclosure – Openings / Penetrations	14B-7-713.7, 14B-7-713.8	N/A	N/A	☒	
B.07.18	Penetration of Rated Construction	14B-7-714	Fill to Match Rated Construction	Fill to Match Rated Construction	☐	
B.07.19	Opening Protectives	14B-7-716	N/A	N/A	☒	
B.07.20	Duct and Air Transfer Openings	14B-7-717	All Ducts to Have Fire Dampers When Penetrating Rated Construction	All Ducts to Have Fire Dampers When Penetrating Rated Construction	☐	
B.07.21	Fireblocking / Draftstopping	14B-7-718	Fire Blocking Installed per IBC 718	Fire Blocking Installed per IBC 719	☐	
B.08.01	Interior Finish: Rooms / Spaces	Table 14B-8-803.13	See Chart	See Chart	☐	A0.5
B.08.02	Interior Finish: Corridors / Exit Access	Table 14B-8-803.13	See Chart	See Chart	☐	A0.5
B.08.03	Interior Finish: Exit / Exit Discharge	Table 14B-8-803.13	See Chart	See Chart	☐	A0.5
B.08.04	Interior Floor Finish (Fibrous)	14B-8-804	Class II	Class II	☐	
B.09.02	Automatic Sprinkler System	14B-9-903.2	NFPA 13	NFPA 13	☐	
B.09.03	Alternative Automatic Extinguishing System	14B-9-904.2	N/A	N/A	☒	
B.09.04	Standpipe System	14B-9-905.3	N/A	N/A	☒	
B.09.05	Portable Fire Extinguishers	14B-9-906.1	Complies with NFPA 10	Complies with NFPA 10	☐	
B.09.06	Fire Alarm System	14B-9-907.2	Complies with NFPA 72	Complies with NFPA 72	☐	
B.09.07	Single- and Multiple-station Smoke Alarms	14B-9-907.2.10	Complies with UL 217	Complies with UL 217	☐	
B.09.08	Visible Alarm Notification	14B-9-907.5.2.3	Required	Complies	☐	
B.09.09	Smoke Control System	14B-9-909	Required	Pressurization & Exhaust Method	☐	
B.09.10	Smoke and Heat Removal	N/A	N/A	N/A	☒	
B.09.11	Fire Department Connection	14B-9-912.2, 14B-9-912.4	Required	Complies with NFPA	☐	
B.09.12	Fire Pump Room Rating	14B-9-913.1	2 hr	2 hr	☐	
B.09.13	Signage for Shaftway / Equipment Room	14B-9-914	Required	Equipment Rooms Identified	☐	
B.09.14	Carbon Monoxide Detection	14B-9-915	N/A	N/A	☒	
B.10.01	Occupant Load Calculations Shown	14B-10-1004.1	Required	Shown on A0.4	☐	A0.4
B.10.02	Egress Capacity Calculations Shown	14B-10-1005.1	Required	Shown on A0.4	☐	A0.4
B.10.03	Common Path of Egress Travel Distance	Table 14B-10-1006.2.1	Required	Shown on A0.4	☐	A0.4
B.10.04	Single Exit Condition Allowed	14B-10-1006.3.3		In rooms w / <50 occupants & travel distance not to exceed 75'	☐	
B.10.05	Exit and Exit Access Separation	14B-10-1007.1		Exits not closer than 1/2 the diagonal dimension of the space.	☐	
B.10.06	Accessible Means of Egress	14B-10-1009	Required	Complies with 1009	☐	
B.10.07	Two-way Communication	14B-10-1009.8	N/A	N/A	☒	
B.10.08	Roof Access	14B-10-1011.12	N/A	N/A	☒	
B.10.09	Exit Signs	14B-10-1012	Required	Complies with 1013	☐	
B.10.10	Handrail / Guard Details	14B-10-1013, 14B-10-1015	Required	Complies with 1014 & 1015	☐	
B.10.11	Exit Access Travel Distance	14B-10-1017.2	Required	Complies with 1017.2	☐	
B.10.12	Assembly Seating Requirements	14B-10-1030		Complies with 1030		
B.12.01	Natural Ventilation	14B-12-1202.1	4%		☐	
B.12.02	Natural Light	14B-12-1204.2	8%		☐	
B.12.03	Court / Yard Minimum Dimensions	14B-12-1205	N/A	N/A	☒	
B.12.04	Minimum Ceiling Height	14B-12-1208.2	7'-6"		☐	
B.12.05	Minimum Room Area	14B-12-1208.3	70 sf net			
B.14.01	Exterior Wall Coverings – Combustibility	14B-14-1405.1	N/A	N/A	☒	
B.15.01	Roof Fire Classification	14B-15-1505.1	Class C	Class C	☐	
B.15.02	Roof Slope Structure Height	14B-15-1510, 14B-15-1513	18'		☐	
B.15.03	Roof Slope Structure Area	14B-15-1510.1.1, 14B-15-1513.1.1	1/3 of roof area		☐	
B.15.04	Roof Slope Structure Materials	14B-15-1513.3	Non-combustible 0hr	Non-combustible 0hr	☐	
B.27.01	Electrical Room Fire Resistance Rating	Table 14B-5-509, Title 14E	Complies with NFPA 70 Section 110.26		☐	
B.27.02	Electrical Room Number of Exits	14B-10-1006.2.2.4	Complies with NFPA 70 Section 110.26		☐	
B.28.01	Mechanical Room Fire-resistance Rating	Table 14B-5-509	1 hr		☐	
B.28.01	Mechanical Room Number of Exits	14B-10-1006.2.2	2		☐	
B.30.01	Elevator Cabs Per Hoistway	14B-30-3002.2	N/A	N/A	☒	
B.30.02	Elevator Cab Dimensions	14B-30-3002.4	N/A	N/A	☒	
B.30.03	Standby Power for Elevator	14B-10-1009.4.1	N/A	N/A	☒	
B.30.04	Elevator Machine Room Rating	14B-30-3003.4	N/A	N/A	☒	

NOT FOR
CONSTRUCTION



M. VIAMONTES ARCHITECTS PLLC
53 W. JACKSON BLVD.
SUITE 337
CHICAGO, IL 60604



ADVANTAGE CONSULTING
ENGINEERS
80 MAIN STREET
SUITE 17
LEMONT, IL 60439



GARY R. WEBER ASSOCIATES, INC.
402 W. LIBERTY DRIVE
WHEATON, IL 60187



FARON ENGINEERING & CONSULTING
14007 S. BELL ROAD
SUITE 129
HOMER GLEN, IL 60491

IAN SPIVACK, PE
IANELEMech@GMAIL.COM



COOLSYS ENERGY DESIGN
4 INDEPENDENCE WAY
SUITE 401
PRINCETON, NJ 08540



THE OAK BROOK MANOR

800 OAK
BROOK ROAD

OAK BROOK, IL 60523

06-06-25 30% DESIGN

CODE MATRIX



GO.1

MEANS OF EGRESS 2 ND / OCCUPANT	EXIT WIDTH INCHES	EGRESS CAPACITY	ACTUAL OCCUPANTS
EXIT 1	68	340	233
EXIT 2	68	340	263
EXIT 3	68	340	7
EXIT 4	68	340	12
EXIT 5	34	170	3
EXIT 6	68	340	110
EXIT 7	68	340	106
EXIT 8	68	340	282
EXIT 9	68	340	56
EXIT 10	68	340	34
EXIT 11	34	170	14
EXIT 12	34	170	14
EXIT 13	34	170	11
EXIT 14	34	170	1
EXIT 15	34	170	1
EXIT 16	34	170	1
EXIT 17	34	170	3
EXIT 18	34	170	2
EXIT 19	68	340	9
TOTAL EGRESS PROVIDED		4930	1162

ROOM NAME	ROOMSF	FUNCTION OF SPACE (Table 1004.5)	OC LOAD	TOTAL OCCUPANT
BANQUET HALL	6358	Unconcentrated (tables and chairs)	15	NET 424
INTERIOR MEZZANINE	130	Unconcentrated	15	NET 9
RECEPTION	763	Unconcentrated (tables and chairs)	15	NET 51
MAIN BAR & LOUNGE	2064	concentrated (Standing room only)	5	NET 463
BAR 1	114	Kitchen (commercial)	200	GROSS 1
OFFICE	2411	Business areas	150	GROSS 17
KITCHEN	3949	Kitchen (commercial)	200	GROSS 20
BRIDE SUITE	506	Unconcentrated (tables and chairs)	15	NET 34
GROOM SUITE	384	Unconcentrated (tables and chairs)	15	NET 26
TASTING ROOM	317	Unconcentrated (tables and chairs)	15	NET 22
STORAGE	2450	Accessory Storage Areas	300	GROSS 9
TENNIS OFFICE	316	Business areas	150	GROSS 3
LOCKER ROOMS	1930	Locker Rooms	50	GROSS 39
POOL MANAGEMENT	332	Business areas	150	GROSS 3
POOL KITCHEN	894	Kitchen (commercial)	200	GROSS 5
EAST COATS	142	Accessory Storage Areas	300	GROSS 1
WEST COATS	151	Accessory Storage Areas	300	GROSS 1
			TOTAL	1128

EXTERIOR WALKWAY	1000	Unconcentrated	15	NET	67
EXTERIOR POOL AREA					
SHALLOW / WADING AREAS	975	Pools w/ Minimum Deck Area	15	NET	65
DEEP AREA	4524	Pools w/ Minimum Deck Area	20	NET	227
DIVING AREA	1798	Pools w/ Minimum Deck Area	300	NET	6
POOL DECK	1530	Unconcentrated	15	NET	102
			TOTAL		467

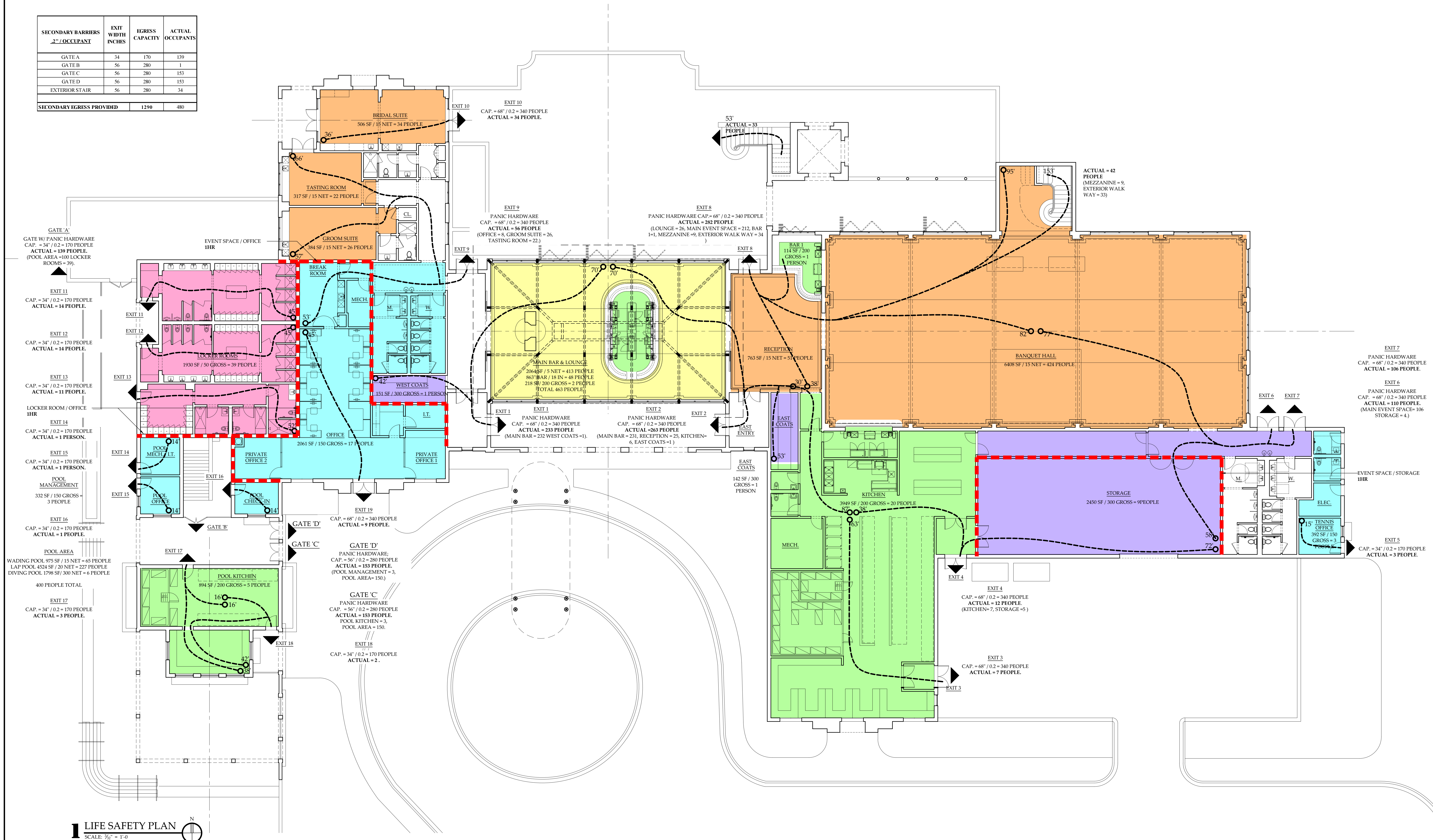
SPACE	OCCUPANCY TYPE	ACTUAL (\$)	ALLOWED (\$)	RATIO
EVENT SPACE	A2	21204	38000	0.56
STORAGE	S1	1836	70000	0.03
OFFICE	B	1774	92000	0.02
LOCKER ROOM	A3	2061	38000	0.05
POOL MANAGEMENT	B	837	92000	0.01
POOL KITCHEN	A3	1023	38000	0.03
		28735	TOTAL	0.7

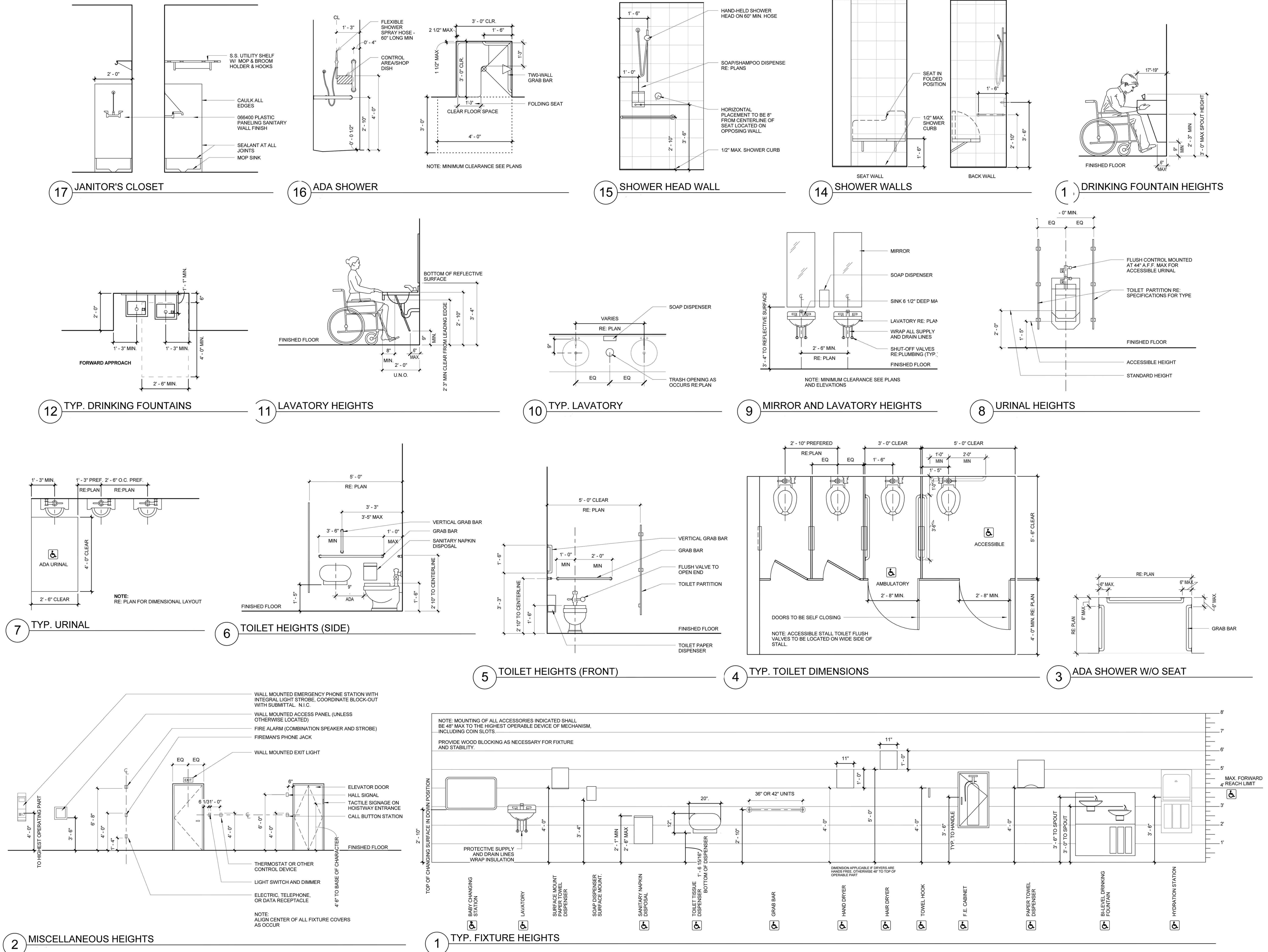
SPACE	EXITS	CORRIDOORS	ROOMS
EVENT SPACE	B	B	C
STORAGE	C		C
TENNIS OFFICE	B	C	C
OFFICE	B	C	C
LOCKER ROOM	B	B	C
POOL MANAGEMENT	B	C	C
POOL KITCHEN	B	B	C

ROOMS	ROOM TYPES	FIRE SEPERATION RATING
EVENT SPACE to STORAGE	A2 to S1	1
KITCHEN to STORAGE	A2 to S1	1
TENNIS OFFICE to EVENT SPACE	A2 to B	1
EVENT SPACE to OFFICE	A2 to B	1
LOCKER ROOMS to OFFICE	A3 to B	1

BUILDING ELEMENT	FIRE RATING TYPE I-B
Primary Structural Frame	0 hr
Bearing Exterior Walls	0 hr
Bearing Interior Walls	0 hr
Nonbearing Exterior Walls	0 hr
Nonbearing Interior Walls	0 hr
Floor Construction	0 hr
Roof Construction	0 hr

SECONDARY BARRIERS <u>2" / OCCUPANT</u>	EXIT WIDTH INCHES	EGRESS CAPACITY	ACTUAL OCCUPANTS
GATE A	34	170	139
GATE B	56	280	1
GATE C	56	280	153
GATE D	56	280	153
EXTERIOR STAIR	56	280	34
SECONDARY EGRESS PROVIDED		1290	480







M. VIAMONTES ARCHITECTS PLLC
53 W. JACKSON BLVD.
SUITE 337
CHICAGO, IL 60604



ADVANTAGE CONSULTING ENGINEERS
80 MAIN STREET
SUITE 17
LEMONT, IL 60439



GARY R. WEBER ASSOCIATES, INC.
402 W. LIBERTY DRIVE
WHEATON, IL 60187



FARON ENGINEERING & CONSULTING
14007 S. BELL ROAD
SUITE 129
HOMER GLEN, IL 60491

IAN SPIVACK, PE
IANELEMACH@GMAIL.COM



COOLSYS ENERGY DESIGN
4 INDEPENDENCE WAY
SUITE 401
PRINCETON, NJ 08540



THE OAK BROOK MANOR

800 OAK
BROOK ROAD

OAK BROOK, IL 60523

06-06-25 30% DESIGN

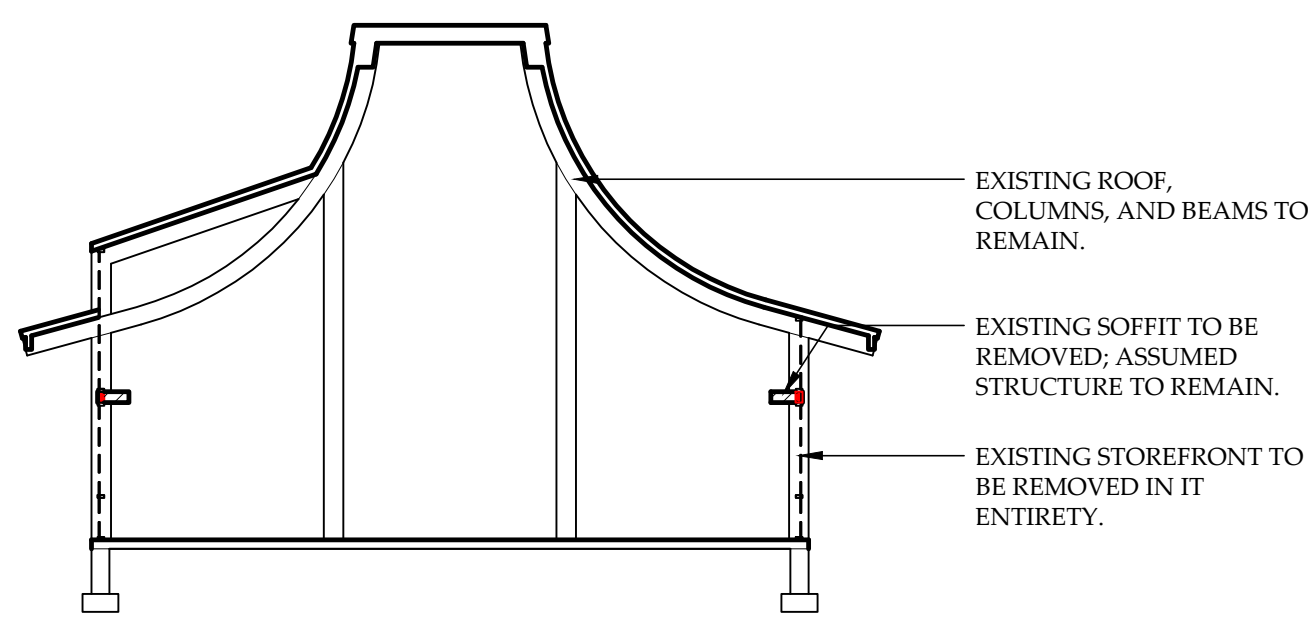
DEMO PLANS



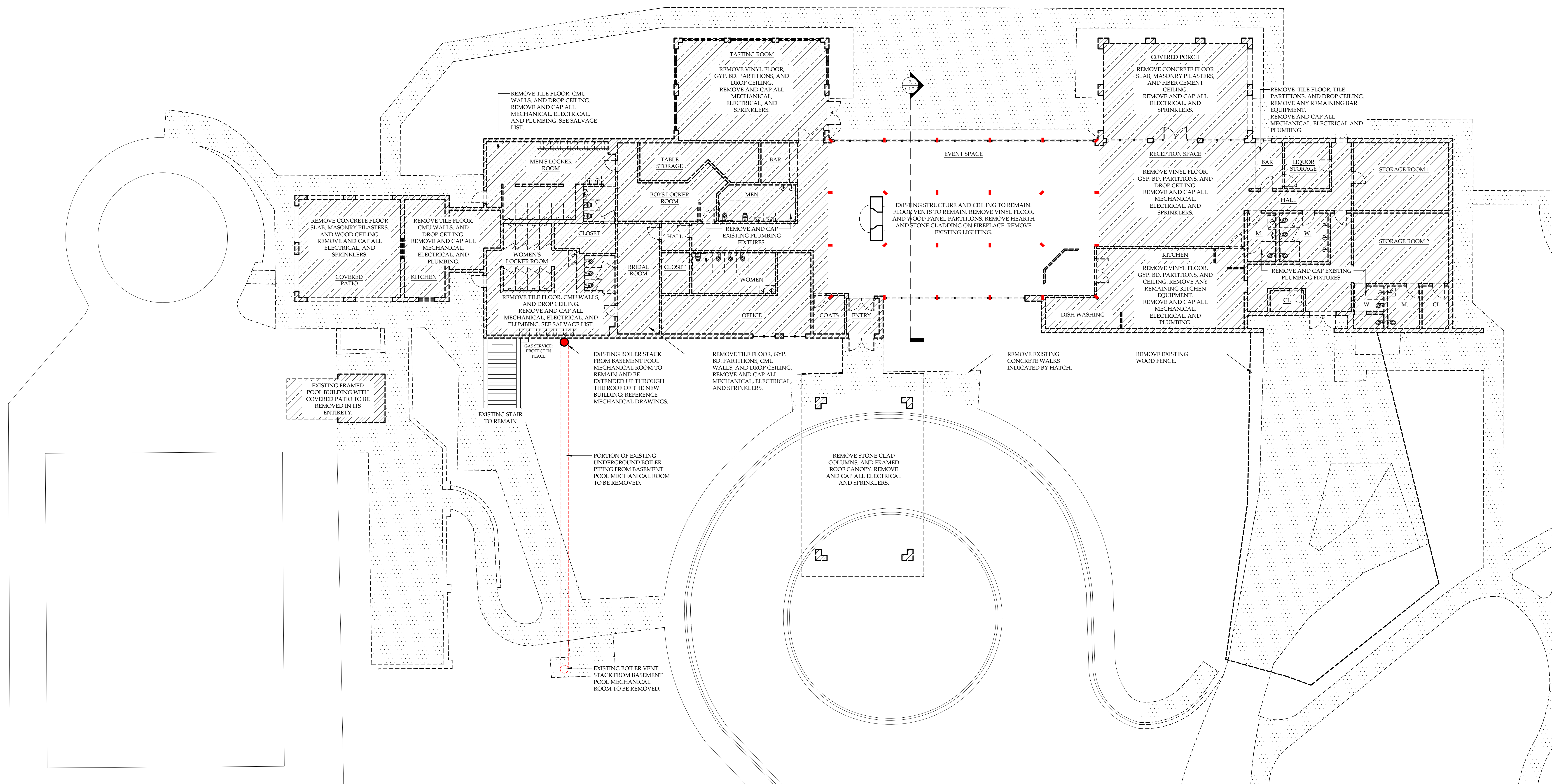
G1.1

DEMOLITION NOTES

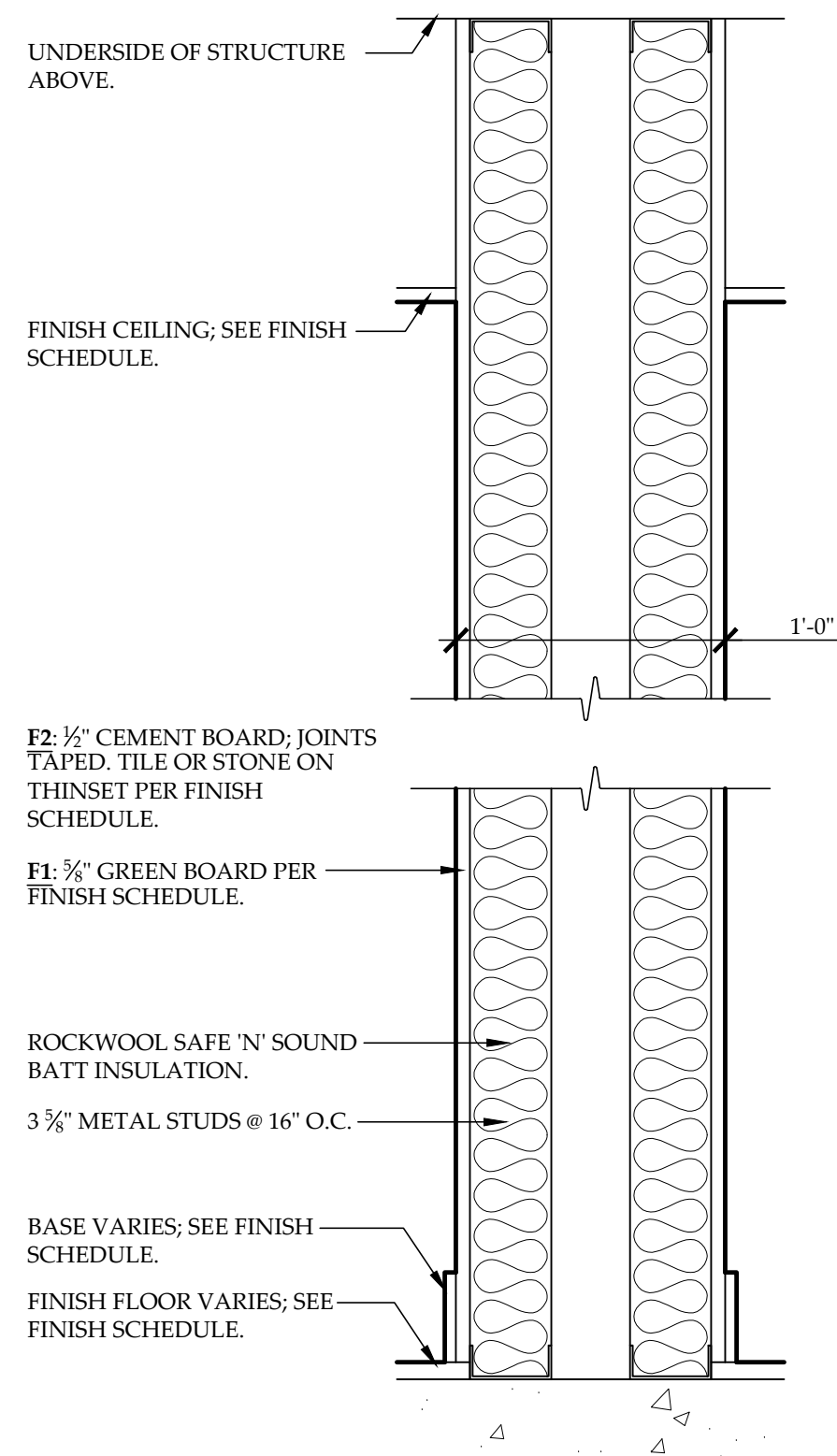
- DEMOLITION SHALL BE AS INDICATED ON DRAWINGS & IN ACCORDANCE W/ NOTES.
- WORK TO COMPLY WITH ALL APPLICABLE CODES & ORDINANCES OF OAK BROOK, ILLINOIS.
- CONTRACTOR TO CONDUCT OPERATIONS & DUMPSTER PLACEMENT TO AVOID DAMAGE TO, & INSURE MINIMUM INTERFERENCE W/ STREETS, ALLEYS, WALKS, CURBS & ADJACENT FACILITIES.
- CONTRACTOR AT LEAST ONCE A DAY, CLEAN-UP AFTER OPERATIONS & REMOVE EXCESS RUBBISH.
- CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGES TO THE EXISTING STRUCTURE OR CONTENTS THEREIN DUE TO INSUFFICIENT PROTECTION.
- STRUCTURAL MEMBERS ARE NOT TO BE REMOVED OR ALTERED UNLESS SPECIFICALLY SHOWN ON DRAWINGS OR REVIEWED BY ARCHITECT. LEAVE BEARING STUD WALLS IN PLACE UNTIL NEW STRUCTURE IS INSTALLED OR TEMPORARY SUPPORT IS PROVIDED.
- DEMOLITION REQUIRES APPLICABLE CITY, STATE, & FEDERAL APPROVAL FOR REMOVAL & DISPOSAL OF MATERIALS OFF SITE.
- DO NOT STOCKPILE REMOVED MATERIALS - REMOVE BY TRUCK OR DUMPSTER PROMPTLY, UNLESS NOTED FOR REUSE.
- ALL SALVAGED MATERIALS TO BE NEATLY STORED & PROTECTED FOR REUSE OR STORED OFF SITE AS NOTED.
- PROTECT ALL SURFACES TO REMAIN &/OR ADJACENT TO DEMOLITION WORK.
- CONTRACTOR TO CONTACT UTILITY COMPANIES PRIOR TO DEMOLITION FOR ANY MARKING OF UTILITY LINES OR SHUT-OFFS REQUIRED.
- IF CONTRACTOR ENCOUNTERS HAZARDOUS MATERIALS, WORK TO REMAIN UNDISTURBED & OWNER TO BE CONTACTED.



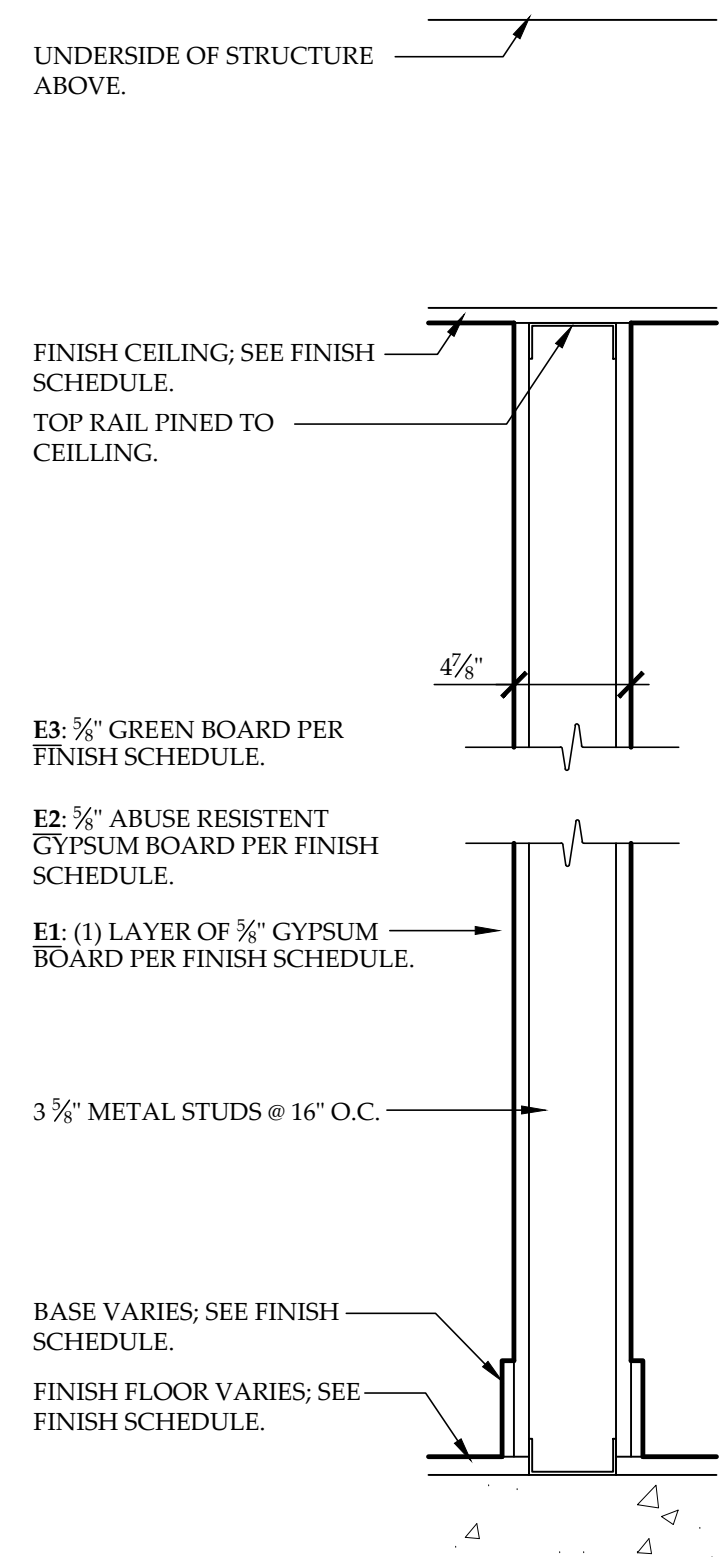
2 DEMO SECTION
SCALE: 3/8" = 1'-0"



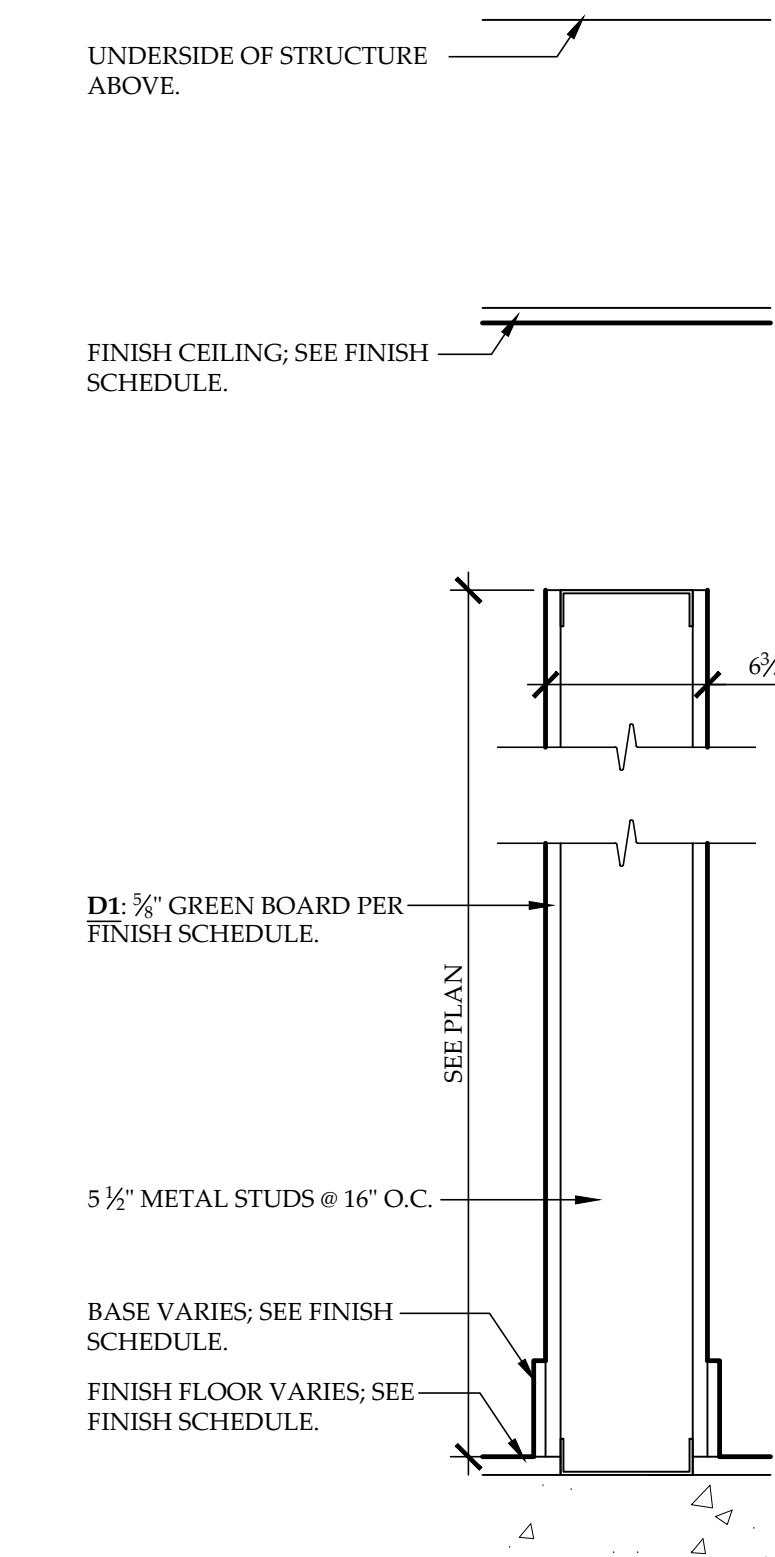
1 DEMO PLAN
SCALE: 3/8" = 1'-0"



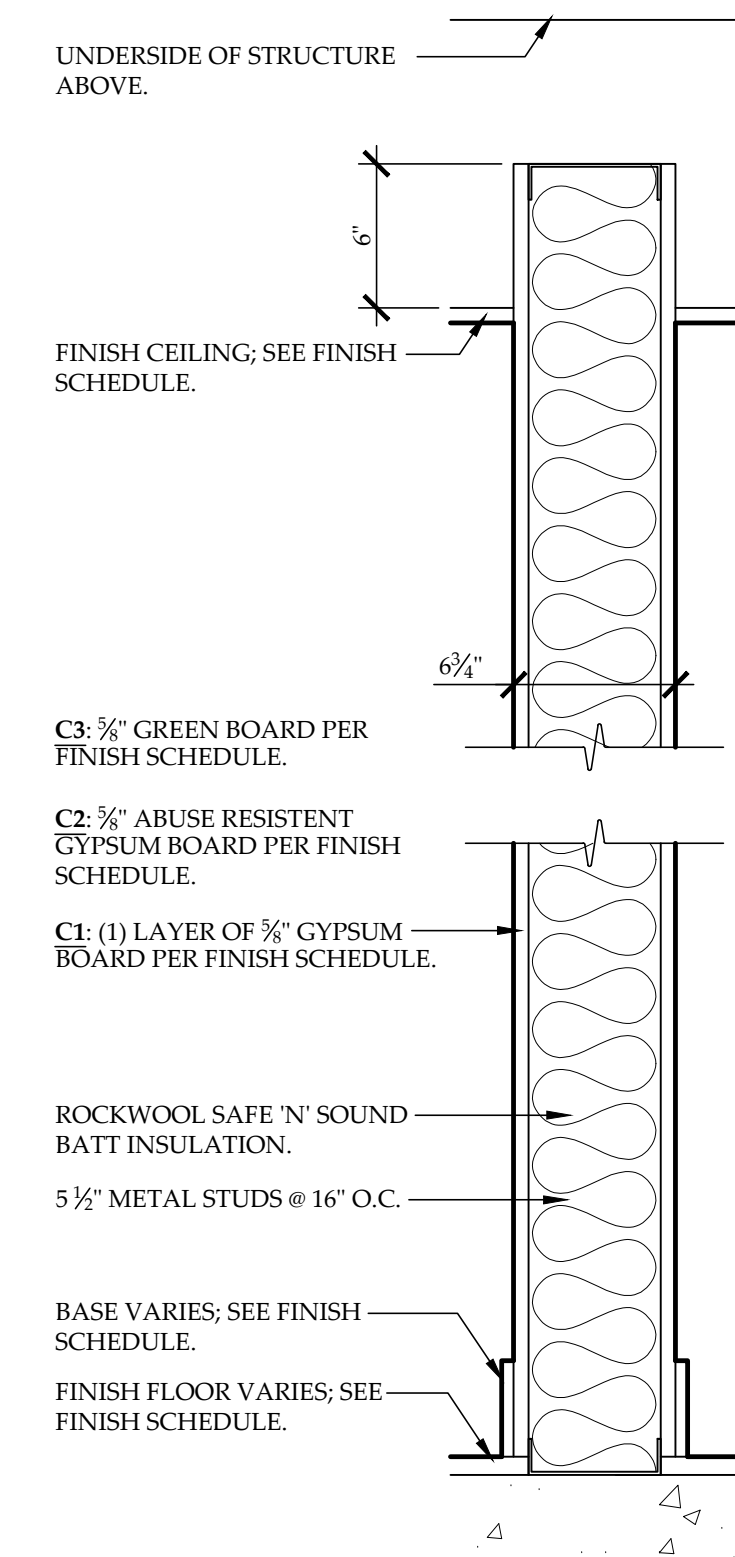
F WALL TYPE 'F'
SCALE: 1 1/2" = 1'-0"
NON FIRE RATED
NON BEARING WALL



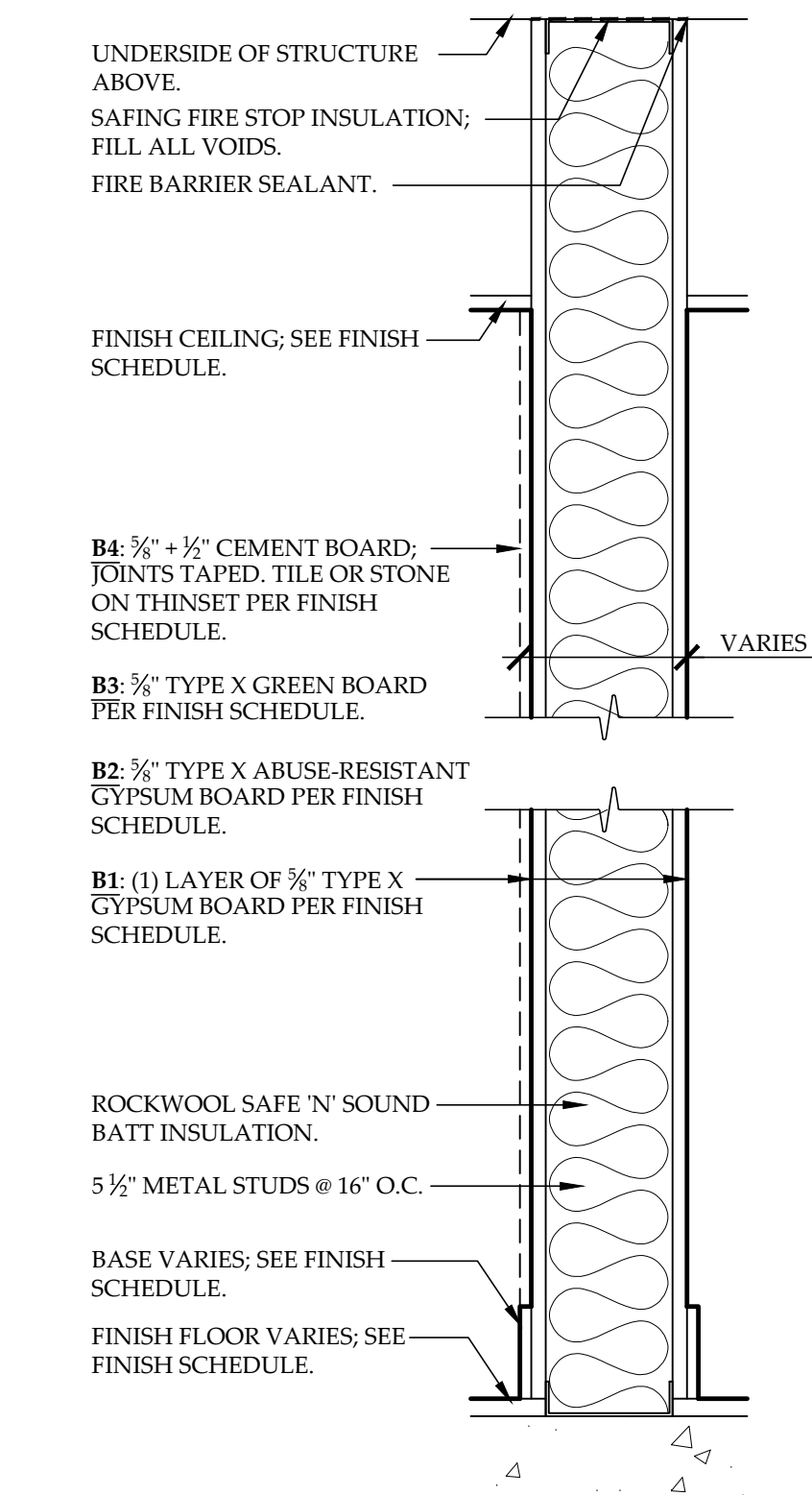
E WALL TYPE 'E'
SCALE: 1 1/2" = 1'-0"
NON RATED
NON BEARING WALL



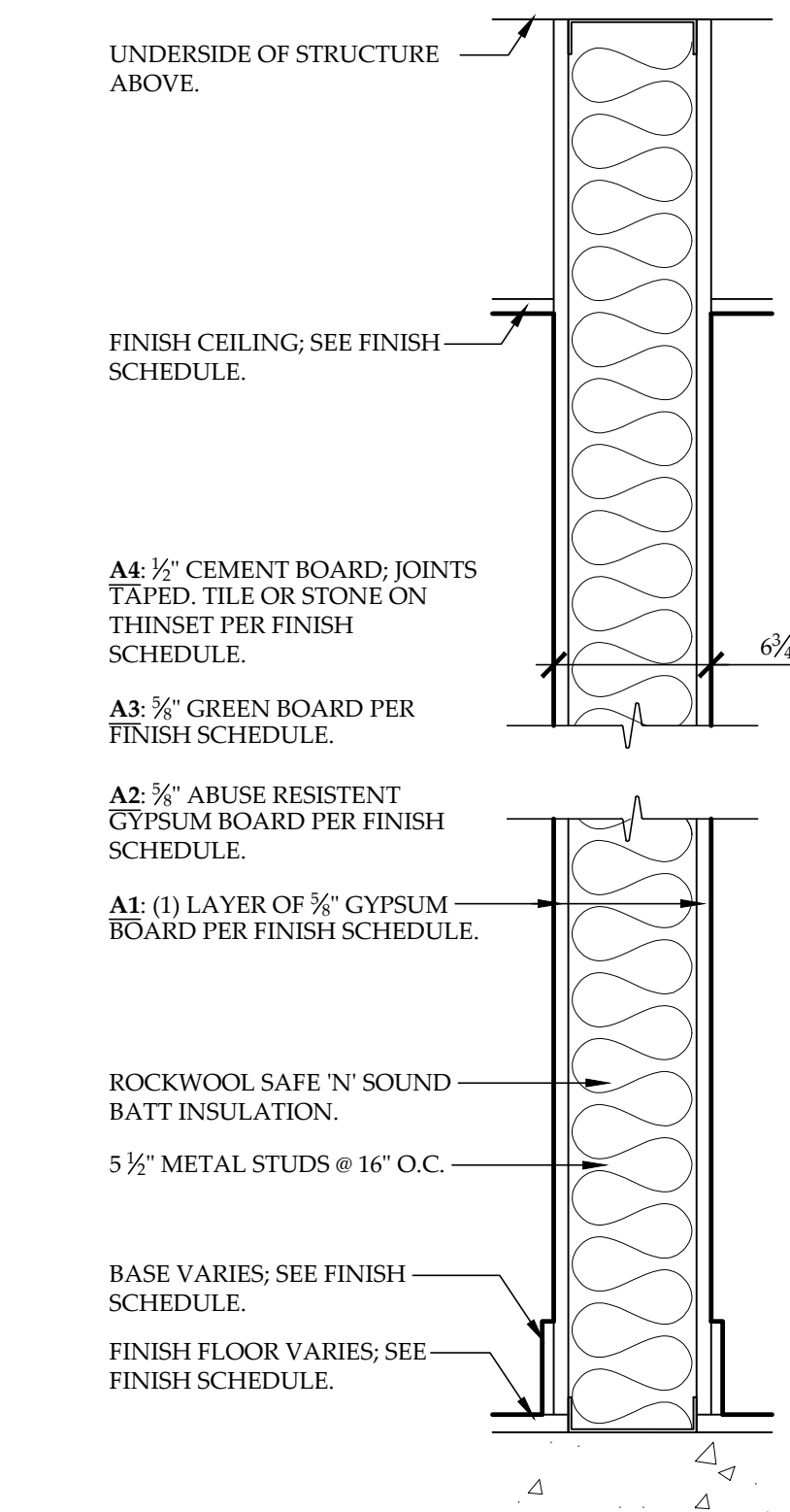
D WALL TYPE 'D'
SCALE: 1 1/2" = 1'-0"
NON RATED
NON BEARING WALL



C WALL TYPE 'C'
SCALE: 1 1/2" = 1'-0"
NON RATED
NON BEARING WALL



B WALL TYPE 'B'
SCALE: 1 1/2" = 1'-0"
1 HOUR FIRE RATED
NON BEARING WALL
UL U419



A WALL TYPE 'A'
SCALE: 1 1/2" = 1'-0"
NON RATED
NON BEARING WALL

NOT FOR
CONSTRUCTION



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SUITE 337
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ENGINEERS
80 MAIN STREET
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LEMON, IL 60439



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WHEATON, IL 60187



FARON ENGINEERING & CONSULTING
14007 S. BELL ROAD
SUITE 129
HOMER GLEN, IL 60491

IAN SPIVACK, PE
IANELEMACH@GMAIL.COM



COOLSYS ENERGY DESIGN
4 INDEPENDENCE WAY
SUITE 401
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THE OAK BROOK MANOR

800 OAK
BROOK ROAD

OAK BROOK, IL 60523

06-06-25 30% DESIGN

PARTITION TYPES

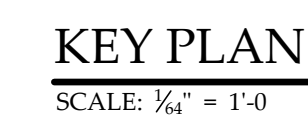


A0.1

ROOM	ACTUAL (\$)	MATERIAL
BANQUET HALL	6334	TERRAZZO
RECEPTION	860	TERRAZZO
MAIN BAR	2424	TERRAZZO
BAR I	169	TERRAZZO
OFFICE	1549	CARPET
OFFICE II	67	SEALED CONCRETE
KITCHEN	3239	KITCHEN FLOOR
KITCHEN ENTRY	60	SEALED CONCRETE
KITCHEN MECH	193	SEALED CONCRETE
BRIDE SUITE	707	TERRAZZO
GROOM SUITE	505	TERRAZZO
TASTING ROOM	430	TERRAZZO
SUITES HALL	394	TERRAZZO
SUITES MECH	48	SEALED CONCRETE
WEST RESTROOMS	412	TERRAZZO
STORAGE	2218	SEALED CONCRETE
EAST HALL	331	TERRAZZO
EAST RESTROOMS	538	TERRAZZO
TENNIS OFFICE	209	SEALED CONCRETE
TENNIS RESTROOMS	96	EPOXY
TOTAL OF 1ST FLOOR	18653	EPOXY
POOL MANAGEMENT	465	SEALED CONCRETE
POOL KITCHEN	894	SEALED CONCRETE
EAST COATS	162	TERRAZZO
WEST COATS	153	TERRAZZO
EAST ENTRY	165	TERRAZZO
WEST ENTRY	524	TERRAZZO



A0.4



VIAMONTES ARCHITECTS

ADVANTAGE
CONSULTING ENGINEERS
10 MANHATTAN - SUITE 17 - LESOISE BLVD 1048
630.655.0467 www.aveeng.ca



CoolSys
ENERGY
DESIGN
CONSULTING ENGINEERS

4 Independence Way, Suite 401
Piscataway, NJ 08854
+1 (800) 751-8055 office
+1 (908) 751-8058 fax
www.coolsysenergydesign.com

LEVEL DEVELOPMENT
AN EXCLUSIVE PART OF LXD

AK BROOK, IL 60523

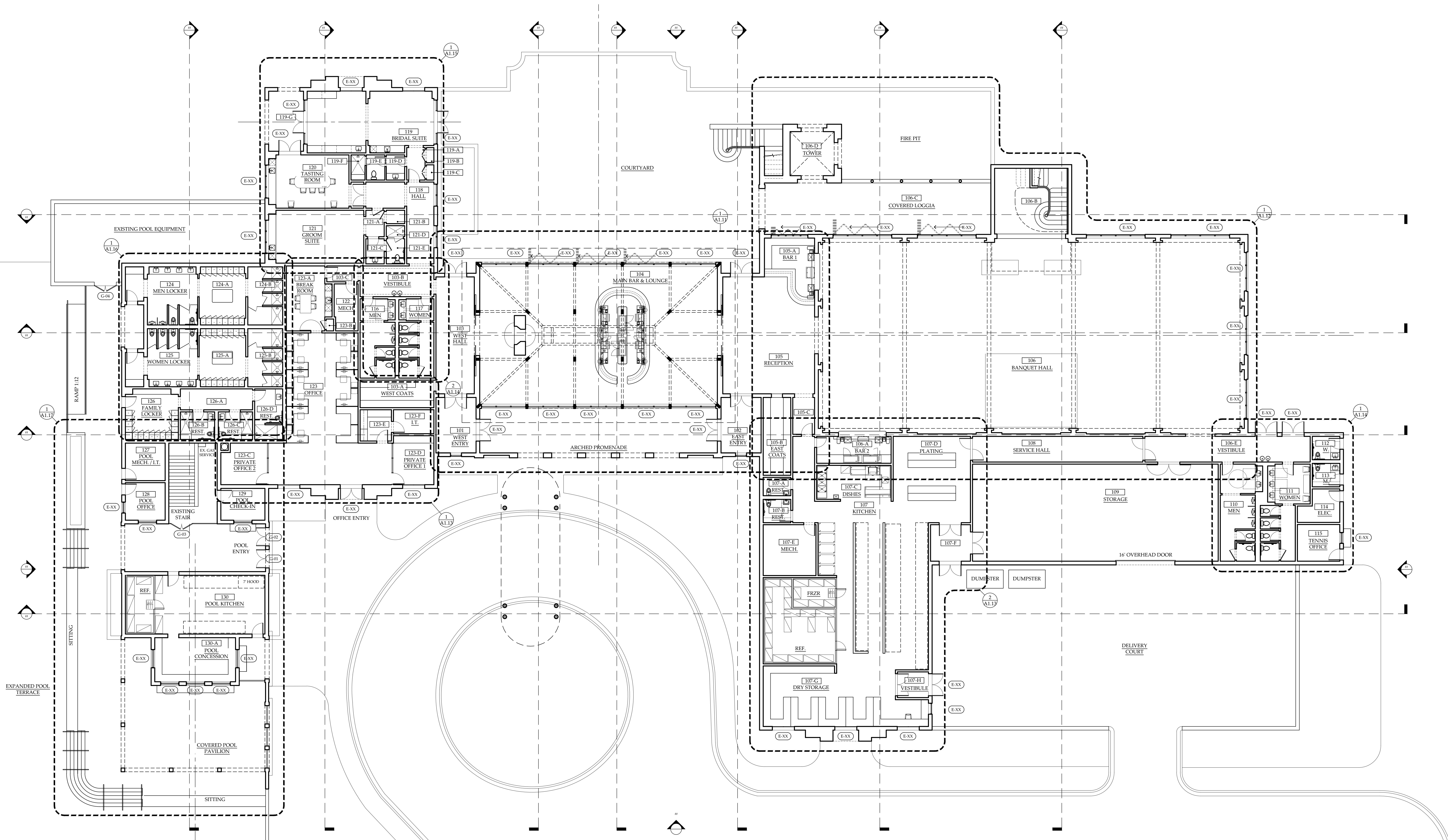
-06-25	30% DESIGN
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ASSESSMENT PLAN

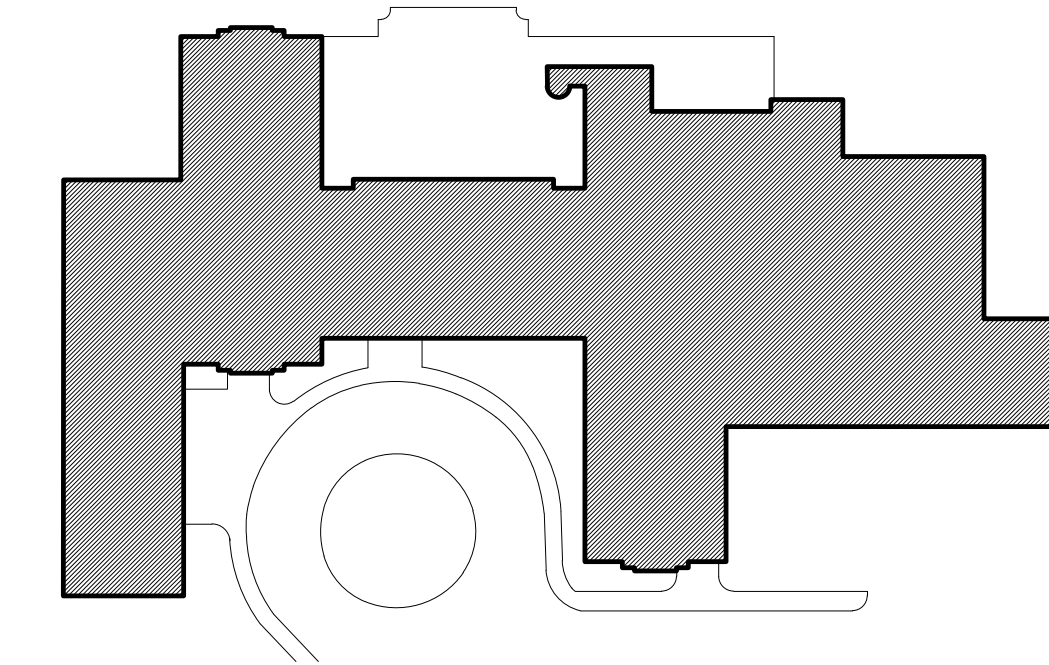


A1.0

1 BASEMENT PLAN
SCALE: $\frac{3}{32}" = 1'-0"$



1 OVERALL FIRST FLOOR PLAN
SCALE: 3/8" = 1'-0"



KEY PLAN
SCALE: 3/8" = 1'-0"

NOT FOR
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M. VIAMONTES ARCHITECTS
M. VIAMONTES ARCHITECTS PLLC
53 W. JACKSON BLVD.
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LEWISTON, ME 04240
ADVANTAGE CONSULTING
ENGINEERS
80 MAIN STREET
SUITE 17
LEMONT, IL 60439

GRWA
GARY R. WEBER ASSOCIATES, INC.
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WHEATON, IL 60187

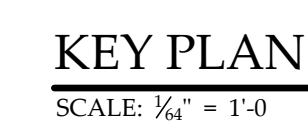
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ENGINEERING
& CONSULTING
FARON ENGINEERING & CONSULTING
14007 S. BELL ROAD
SUITE 129
HOMER GLEN, IL 60491

IAN SPIVACK, PE
IANELEMACH@GMAIL.COM

COOLSYS
ENERGY
DESIGN
CONSULTING
COOLSYS ENERGY DESIGN
4 INDEPENDENCE WAY
SUITE 401
PRINCETON, NJ 08540

LEVEL DEVELOPMENT
THE OAK BROOK MANOR
800 OAK
BROOK ROAD
OAK BROOK, IL 60523

06-06-25 30% DESIGN
OVERALL FIRST FLOOR PLAN
DESIGNED BY ARCHITECT
MICHAEL R. VIAMONTES
001-022111
STATE OF ILLINOIS
A1.1



VIAMONTES ARCHITECTS

ADVANTAGE
CONSULTING ENGINEERS
16 MANHATTAN STREET, SUITE 17 • LENOX, ILLINOIS 60048
630.555.2467 www.adveng.com



GRWA



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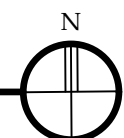
LEVEL DEVELOPMENT
AN OFFSHORE VERTICAL OF LXD

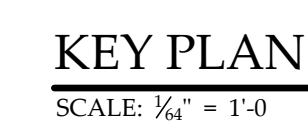
DOK BROOK, IL 60523

OVERALL SECOND FLOOR PLAN

A1.2

OVERALL SECOND FLOOR PLAN





VIAMONTES ARCHITECTS

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CONSULTING ENGINEERS
16 MANHATTAN SUITE 17 LEXINGTON, MASS 02460
617.552.2867 www.adveng.com



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ANELEMECH@GMAIL.COM

CoolSys
ENERGY DESIGN

4 Independence Way, Suite 401
Princeton, NJ 08540
+1 (609) 751-0655 office
+1 (800) 751-8008 fax
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LEVEL
DEVELOPMENT
AN INDENT REVENUE OF L&D

OAK BROOK, IL 60523

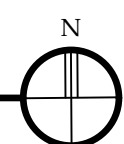
6-25	30% DESIGN
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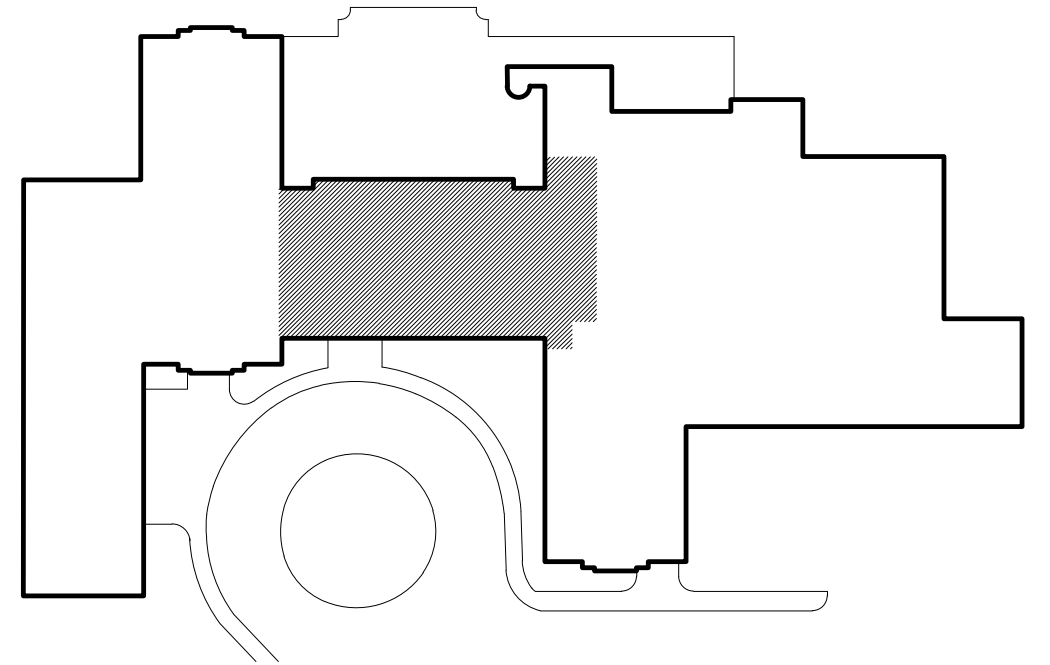
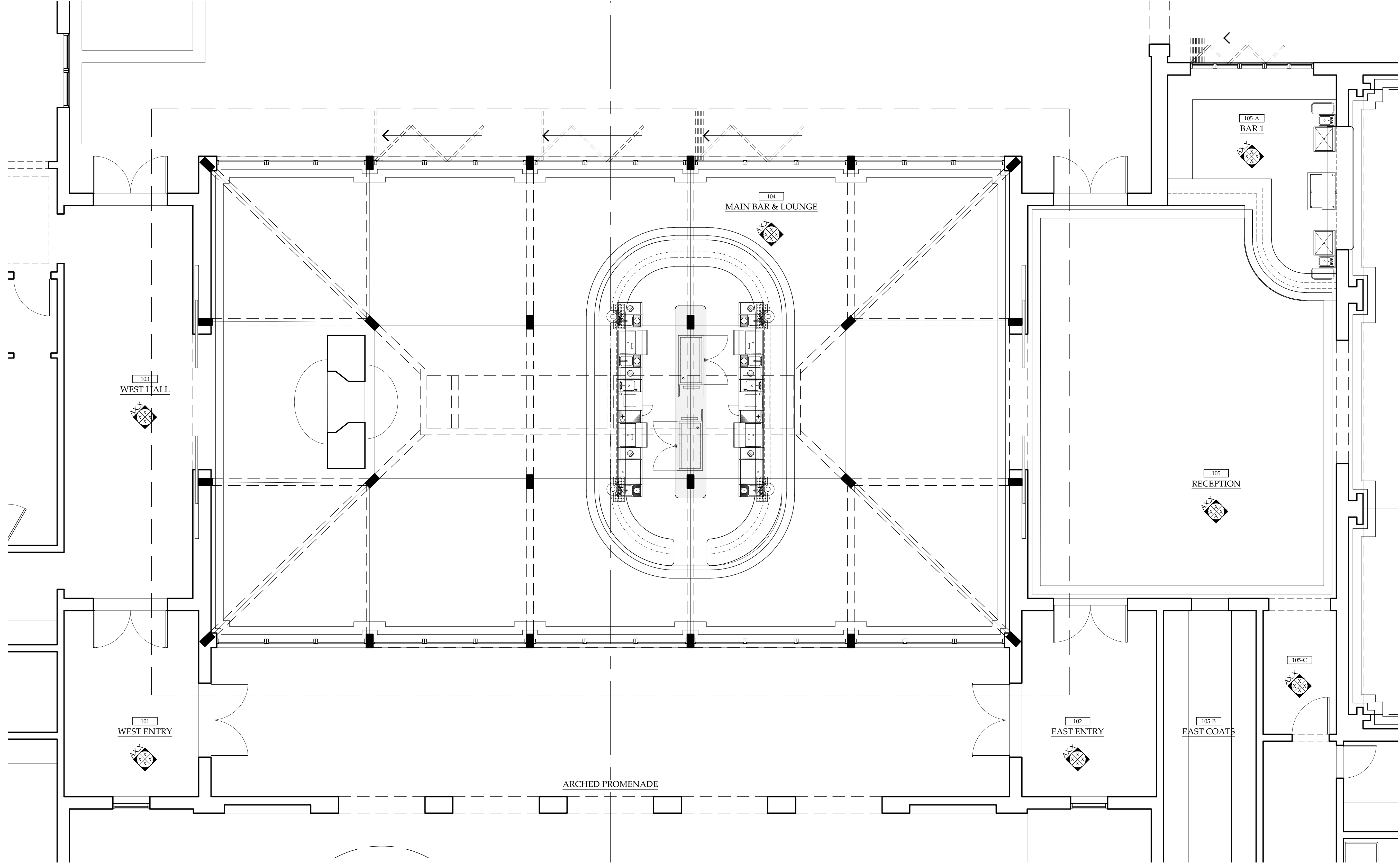
GENERAL ROOF PLAN



A1.3

1 OVERALL ROOF PLAN





KEY PLAN
SCALE: 3/4" = 1'-0"

1 ENLARGED PLAN - ENTRY & MAIN BAR
SCALE: 3/4" = 1'-0"

NOT FOR
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M. VIAMONTES ARCHITECTS
M. VIAMONTES ARCHITECTS PLLC
53 W. JACKSON BLVD.
SUITE 337
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ADVANTAGE
CONSULTING ENGINEERS
ADVANTAGE CONSULTING ENGINEERS
80 MAIN STREET
SUITE 17
LEMONT, IL 60439

GRWA
GARY R. WEBER ASSOCIATES, INC.
402 W. LIBERTY DRIVE
WHEATON, IL 60187

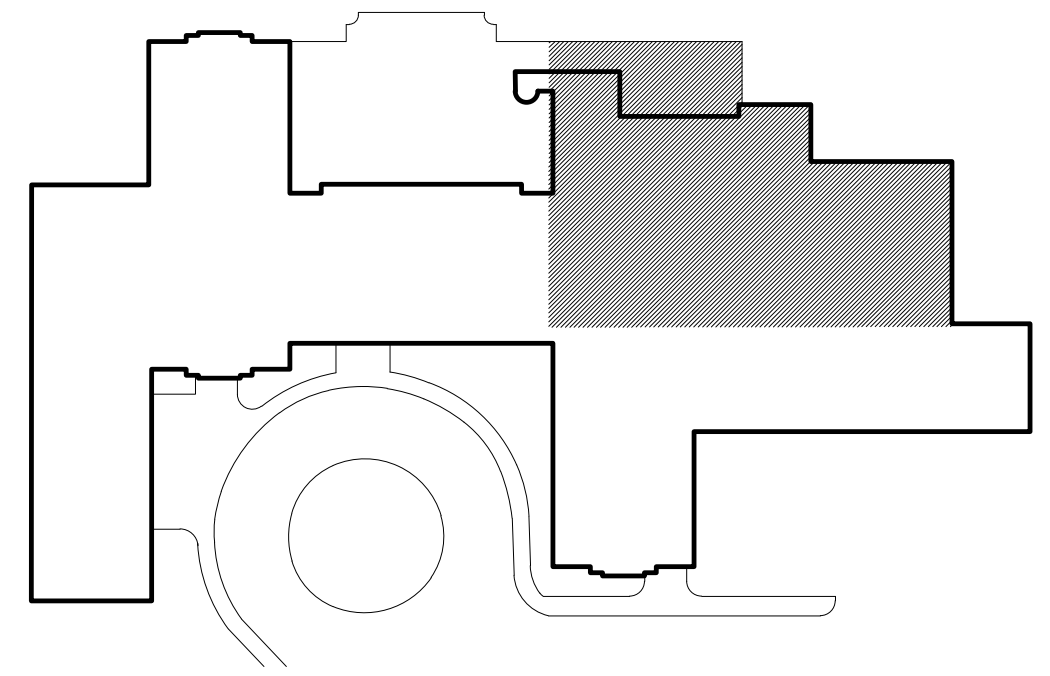
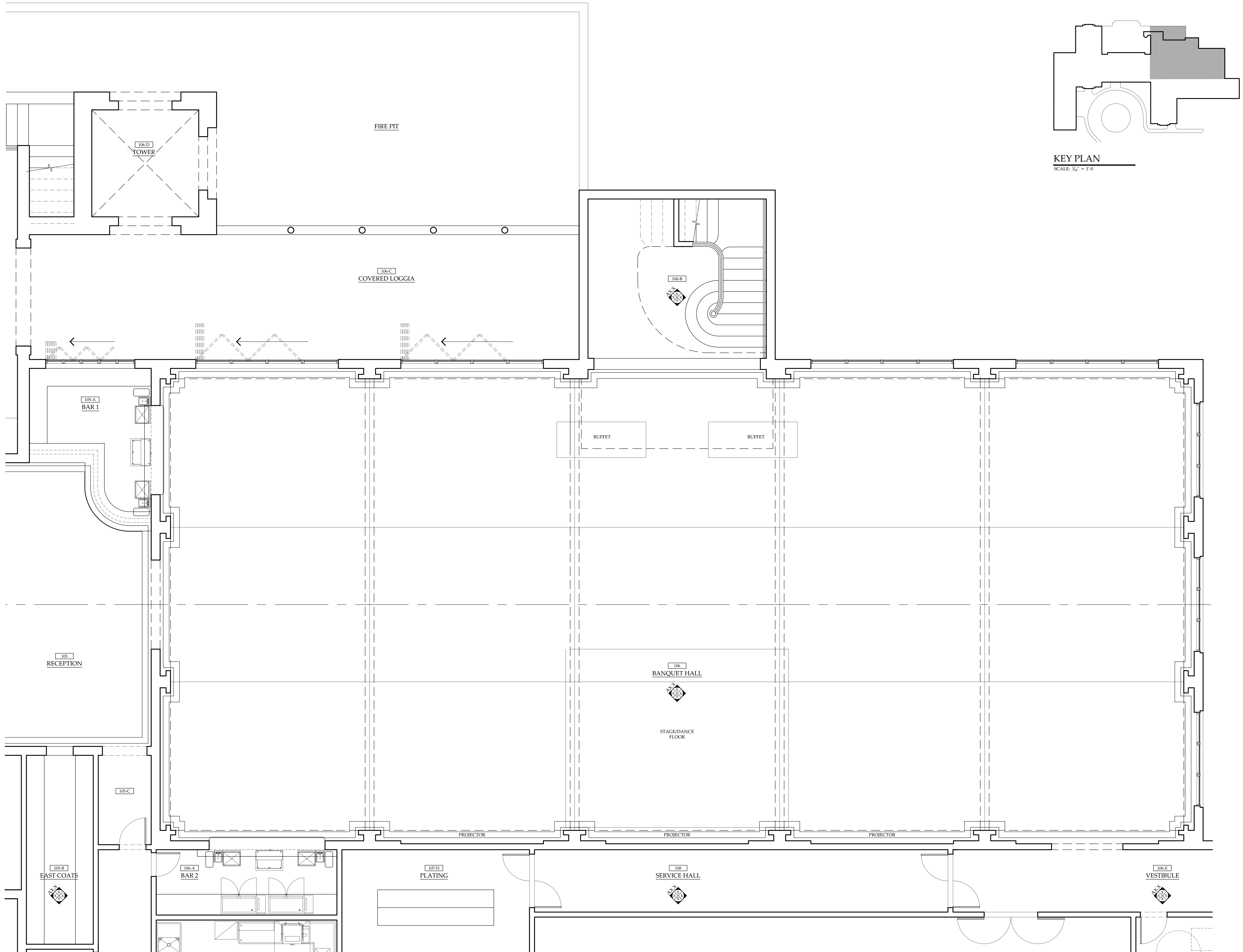
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ENGINEERING & CONSULTING
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14007 S. BELL ROAD
SUITE 129
HOMER GLEN, IL 60491

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IANELEMACH@GMAIL.COM

COOLSYS
ENERGY DESIGN
COOLSYS ENERGY DESIGN
4 INDEPENDENCE WAY
SUITE 401
PRINCETON, NJ 08540

LEVEL DEVELOPMENT
THE OAK BROOK MANOR
800 OAK BROOK ROAD
OAK BROOK, IL 60523

06-06-25 30% DESIGN
ENLARGED PLAN
MICHAEL R. VIAMONTES
001-022111
STATE OF ILLINOIS
A1.11



KEY PLAN
SCALE: 1/4" = 1'-0"

1 ENLARGED PLAN - BANQUET HALL
SCALE: 1/8" = 1'-0"

NOT FOR
CONSTRUCTION

M. VIAMONTES ARCHITECTS
M. VIAMONTES ARCHITECTS PLLC
53 W. JACKSON BLVD.
SUITE 337
CHICAGO, IL 60604

ADVANTAGE
CONSULTING ENGINEERS
ENGINEERS
80 MAIN STREET
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14007 S. BELL ROAD
SUITE 129
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COOLSYS ENERGY DESIGN
4 INDEPENDENCE WAY
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PRINCETON, NJ 08540

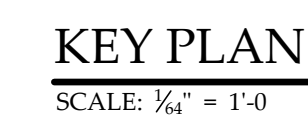
LEVEL DEVELOPMENT
THE OAK BROOK MANOR
800 OAK
BROOK ROAD
OAK BROOK, IL 60523

06-06-25 30% DESIGN

ENLARGED PLAN
DESIGNED ARCHITECT
MICHAEL R.
VIAMONTES
001-022111
STATE OF ILLINOIS

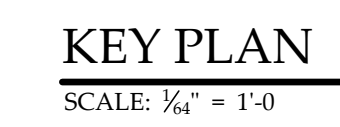
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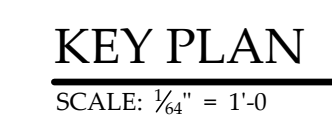


Professional Engineer Seal for Michael R. Viamontes, State of Illinois, License No. 001-022111.

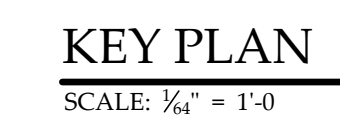
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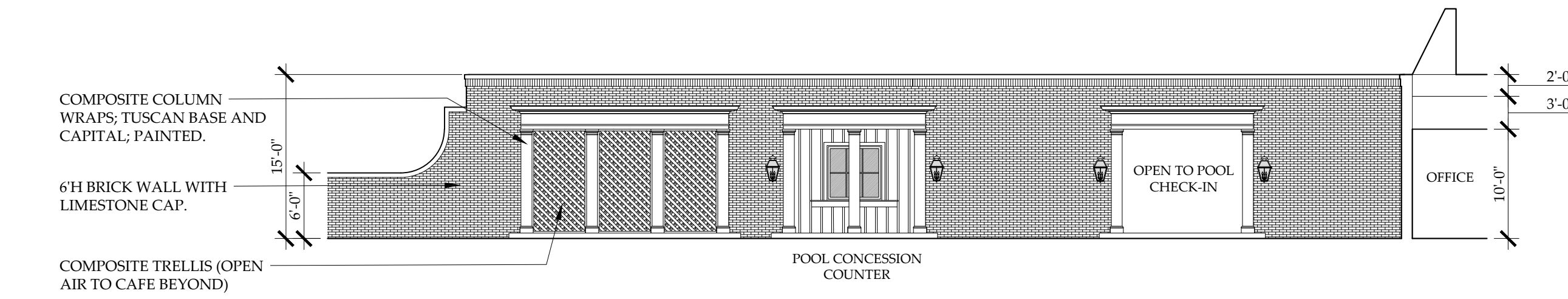
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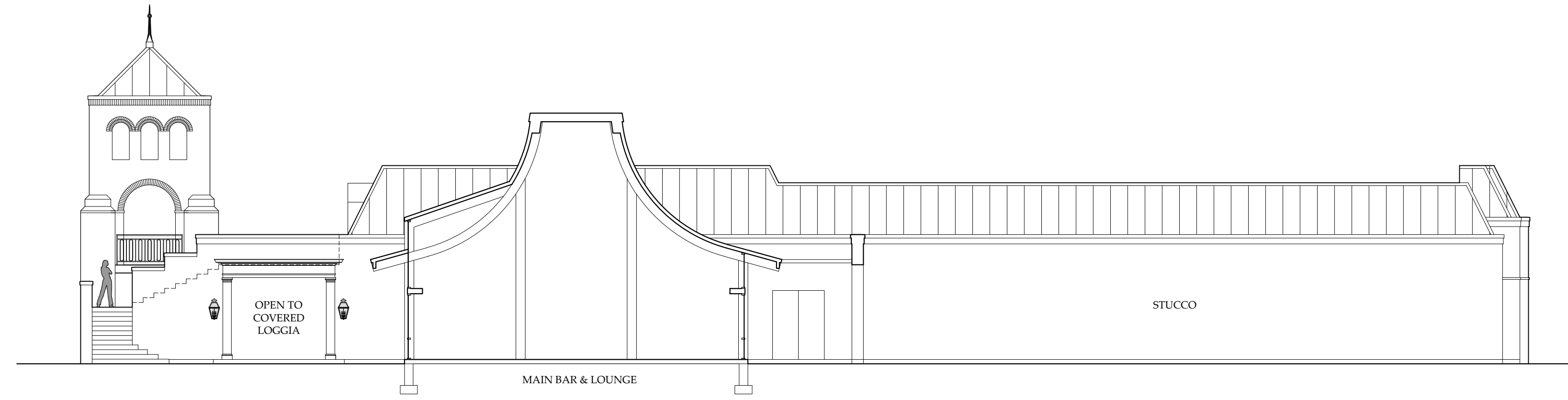
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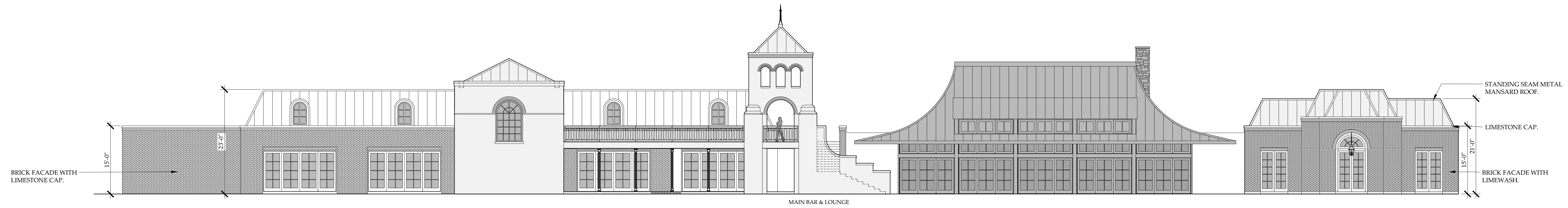
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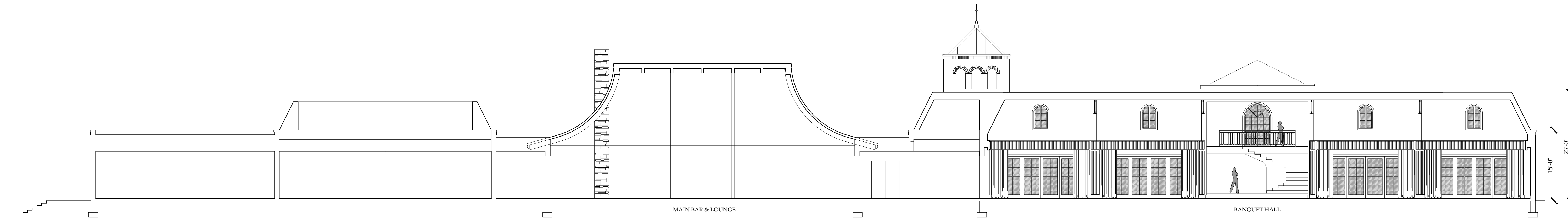
5 PARTIAL ELEVATION - POOL ENTRY
SCALE: $\frac{3}{32}" = 1'-0"$



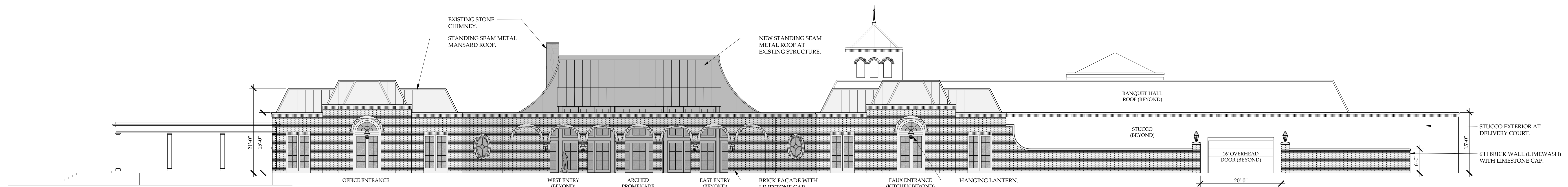
4 BUILDING SECTION - LOOKING EAST
SCALE: $\frac{3}{32}" = 1'-0"$



3 NORTH ELEVATION
SCALE: $\frac{3}{32}" = 1'-0"$



2 BUILDING SECTION - LOOKING NORTH
SCALE: $\frac{3}{32}" = 1'-0"$



1 SOUTH ELEVATION
SCALE: $\frac{3}{32}" = 1'-0"$

NOT FOR
CONSTRUCTION

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8000 WEST 95TH STREET, SUITE 200
CHICAGO, IL 60638
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ENGINEERS
80 MAIN STREET
SUITE 17
LEMONT, IL 60439

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GARY R. WEBER ASSOCIATES, INC.
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14007 S. BELL ROAD
SUITE 129
HOMER GLEN, IL 60491

IAN SPIVACK, PE
IANELEMACH@GMAIL.COM

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COOLSYS ENERGY DESIGN
4 INDEPENDENCE WAY
SUITE 401
PRINCETON, NJ 08540

LEVEL DEVELOPMENT
ARCHITECTURAL FIRM

THE OAK BROOK MANOR

800 OAK
BROOK ROAD

OAK BROOK, IL 60523

06-06-25 30% DESIGN

EXTERIOR ELEVATIONS

MICHAEL R. VIAMONTES
001-622111

A2.1



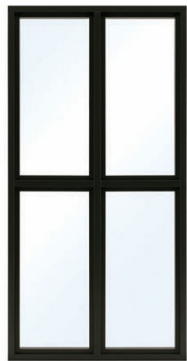
LIMEWASHED BRICK



STUCCO



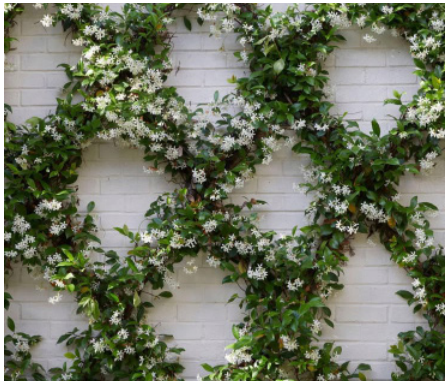
STUCCO | BRICK



WINDOWS



STANDING SEAM ROOF



TRELLIS

EXTERIOR MATERIALS

OAK BROOK MANOR

	Village Allocation of Venue Revenue (5%)	Village Allocation of Food & Beverage Revenue (15%)	Village Allocation of Sales Tax (1.5%)	Paid Minium Fee to Village by Addendum Agreement * CPI-U .0285 (1982-Present)	Total Minimum Paid Annual to Village	Performance Minimum w/o Monthly Minimum Fee
Year 1*	\$ 20,227.27	\$ 48,545.45	\$ 10,922.73	\$ -	\$ 79,695.45	\$ 79,695.45
Year 2*	\$ 45,454.55	\$ 109,090.91	\$ 24,545.45	\$ -	\$ 179,090.91	\$ 179,090.91
Year 3*	\$ 48,181.82	\$ 115,636.36	\$ 26,018.18	\$ 360,000.00	\$ 549,836.36	\$ 189,836.36
Year 4*	\$ 51,072.73	\$ 122,574.55	\$ 27,579.27	\$ 120,000.00	\$ 321,226.55	\$ 201,226.55
Year 5*	\$ 54,137.09	\$ 129,929.02	\$ 29,234.03	\$ 120,000.00	\$ 333,300.14	\$ 213,300.14
Year 6*	\$ 57,385.32	\$ 137,724.76	\$ 30,988.07	\$ 120,000.00	\$ 346,098.15	\$ 226,098.15
Year 7*	\$ 60,828.44	\$ 145,988.25	\$ 32,847.36	\$ 120,000.00	\$ 359,664.04	\$ 239,664.04
Year 8*	\$ 64,478.14	\$ 154,747.54	\$ 34,818.20	\$ 120,000.00	\$ 374,043.88	\$ 254,043.88
Year 9*	\$ 68,346.83	\$ 164,032.39	\$ 36,907.29	\$ 120,000.00	\$ 389,286.51	\$ 269,286.51
Year 10*	\$ 72,447.64	\$ 173,874.34	\$ 39,121.73	\$ 120,000.00	\$ 405,443.70	\$ 285,443.70
Year 11*	\$ 76,794.50	\$ 184,306.80	\$ 41,469.03	\$ 123,420.00	\$ 425,990.32	\$ 302,570.32
Year 12*	\$ 81,402.17	\$ 195,365.20	\$ 43,957.17	\$ 126,937.47	\$ 447,662.01	\$ 320,724.54
Year 13*	\$ 86,286.30	\$ 207,087.12	\$ 46,594.60	\$ 130,555.19	\$ 470,523.20	\$ 339,968.01
Year 14*	\$ 91,463.48	\$ 219,512.34	\$ 49,390.28	\$ 134,276.01	\$ 494,642.11	\$ 360,366.10
Year 15*	\$ 96,951.28	\$ 232,683.08	\$ 52,353.69	\$ 138,102.88	\$ 520,090.94	\$ 381,988.06
Year 16*	\$ 102,768.36	\$ 246,644.07	\$ 55,494.92	\$ 142,038.81	\$ 546,946.15	\$ 404,907.35
Year 17*	\$ 108,934.46	\$ 261,442.71	\$ 58,824.61	\$ 146,086.92	\$ 575,288.70	\$ 429,201.79
Year 18*	\$ 115,470.53	\$ 277,129.28	\$ 62,354.09	\$ 150,250.39	\$ 605,204.28	\$ 454,953.89
Year 19*	\$ 122,398.76	\$ 293,757.03	\$ 66,095.33	\$ 154,532.53	\$ 636,783.65	\$ 482,251.13
Year 20*	\$ 129,742.69	\$ 311,382.45	\$ 70,061.05	\$ 158,936.71	\$ 670,122.90	\$ 511,186.19
Total	\$ 1,554,772.35	\$ 3,731,453.64	\$ 839,577.07	\$ 2,605,136.90	\$ 8,730,939.96	\$ 6,125,803.06
					\$ 436,547.00	\$ 306,290.15

	Venue Revenue	Food and Beverage Revenue	Total Revenue Oak Brook Manor	Chic Chef Payout Without Cause
Year 1*	\$ 404,545.45	\$ 323,636.36	\$ 728,181.81	
Year 2*	\$ 909,090.91	\$ 727,272.73	\$ 1,636,363.64	
Year 3*	\$ 963,636.36	\$ 770,909.09	\$ 1,734,545.45	
Year 4*	\$ 1,021,454.55	\$ 817,163.64	\$ 1,838,618.19	
Year 5*	\$ 1,082,741.82	\$ 866,193.45	\$ 1,948,935.27	
Year 6*	\$ 1,147,706.33	\$ 918,165.06	\$ 2,065,871.39	
Year 7*	\$ 1,216,568.71	\$ 973,254.97	\$ 2,189,823.68	
Year 8*	\$ 1,289,562.83	\$ 1,031,650.26	\$ 2,321,213.09	
Year 9*	\$ 1,366,936.60	\$ 1,093,549.28	\$ 2,460,485.88	
Year 10*	\$ 1,448,952.80	\$ 1,159,162.24	\$ 2,608,115.04	\$ 6,767,334.72
Year 11*	\$ 1,535,889.96	\$ 1,228,711.97	\$ 2,764,601.93	\$ 6,679,605.22
Year 12*	\$ 1,628,043.36	\$ 1,302,434.69	\$ 2,930,478.05	\$ 6,556,985.77
Year 13*	\$ 1,725,725.96	\$ 1,380,580.77	\$ 3,106,306.73	\$ 6,395,605.41
Year 14*	\$ 1,829,269.52	\$ 1,463,415.62	\$ 3,292,685.14	\$ 6,191,254.26
Year 15*	\$ 1,939,025.69	\$ 1,551,220.55	\$ 3,490,246.24	\$ 5,939,356.78
Year 16*	\$ 2,055,367.23	\$ 1,644,293.79	\$ 3,699,661.02	\$ 5,634,943.10
Year 17*	\$ 2,178,689.27	\$ 1,742,951.41	\$ 3,921,640.68	\$ 5,272,618.10
Year 18*	\$ 2,309,410.62	\$ 1,847,528.50	\$ 4,156,939.12	\$ 4,846,528.30
Year 19*	\$ 2,447,975.26	\$ 1,958,380.21	\$ 4,406,355.47	\$ 4,350,326.29
Year 20*	\$ 2,594,853.78	\$ 2,075,883.02	\$ 4,670,736.80	\$ 3,777,132.55
Total	\$ 31,095,447.01	\$ 24,876,357.61	\$ 55,971,804.62	



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 Special Meeting
of
July 23, 2025

SUBJECT: Resolution R-2308: Office 365 Licensing Agreement

FROM: Thomas Gilbert, Information Technology Director
Rania Serences, Purchasing and Budgeting Coordinator

BUDGET SOURCE/BUDGET IMPACT: 151-72500 Maintenance of Computers. 2025 budgeted amount was \$36,000

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2308, a Resolution authorizing the execution of a Purchase Order to Nobletech, LLC, Lombard, Illinois, for the purchase of Microsoft 365 NCE RFQ GCC 2025 Licensing in the amount of \$26,582.30

Background/History:

In 2023, the Village went from an on-premise email system to cloud-based Office 365. Each year we have to renew our licenses with Microsoft through a vendor. For the past three years, we have been contractually committed to Liftoff for the licenses. We are at the end of our three-year contract with Liftoff. Staff have requested quotes from four vendors to service our Office 365 licenses. Nobletech LLC is the lowest quote and will lock in their pricing for 3 years. The actual cost will vary depending on the actual number of users licensed.

Vendor	Yearly Cost
IT Partners	\$ 33,240.00
Go Full Cloud	\$ 26,592.00
Heartland Business Systems	\$ 32,575.00
Nobletec	\$ 26,582.30

Recommendation:

Staff recommends that the Village Board approve Resolution R-2308, a Resolution authorizing the execution of a Purchase Order to Nobletech, LLC, Lombard, Illinois, for the purchase of Microsoft 365 NCE RFQ GCC 2025 Licensing in the amount of \$26,582.30

Attachments:

1. Resolution 2025-R-2308
2. New Microsoft 365 NCE RFQ GCC 2025 Oak Brook (003)

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2025-IT-LC-MSO365-R-2308

A RESOLUTION
AUTHORIZING AND APPROVING THE EXECUTION OF A
PURCHASE ORDER TO NOBLETECH, LLC, FOR THE
PURCHASE OF A MICROSOFT 365 NCE RFQ GCC LICENSE
FOR FY25

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this 23rd day of July 2025

RESOLUTION NO. 2025-IT-LC-MSO365-R-2308

A RESOLUTION

AUTHORIZING AND APPROVING THE EXECUTION OF A PURCHASE ORDER TO NOBLETECH, LLC, FOR THE PURCHASE OF A MICROSOFT 365 NCE RFQ GCC LICENSE FOR FY25

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, in 2023, the Village transitioned from an on-premise email system to cloud-based Office 365, which requires an annual license renewal with Microsoft and whereby the current license agreement is near its natural expiration;

WHEREAS, Staff has solicited quotes from vendors for the FY25 Microsoft 265 NCE RFQ GCC License (the "Software");

WHEREAS, of the two vendors that provided quotes, Staff has determined that Nobletech, LLC, (the "Company") has submitted the quote providing the best overall value to the Village;

WHEREAS, Staff is recommending that the Corporate Authorities authorize and approve the purchase order (the "Purchase Order") to Company for the Software, in the form attached hereto and incorporated herein as Exhibit A, in the amount of \$26,582.30, and as further detailed therein;

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to approve the Agreement 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 Order

The Village President and Board of Trustees hereby approve the Purchase Order to Company in substantially the same form attached as Exhibit A.

Section Three – Authorization and Direction

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

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of the Purchase Order 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 23rd day of July 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 23rd day of July 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Purchase Order]



Here is your requested quote
New Microsoft 365 NCE RFQ GCC 2025
Oak Brook

Quote# C027069v1

Prepared For:

Village of Oak Brook

Attn: Tom Gilbert

Prepared By:
Tahece Clayborn
NobleTec, LLC

Product

DESCRIPTION	PRICE	QTY	EXT. PRICE
CFQ7TTC0LH16: Exchange Online (Plan 1) GCC Per Year 1 Year 000T Y2Y	\$38.40	94	\$3,609.60
CFQ7TTC0LH0L: Exchange Online Kiosk GCC Per Year 1 Year 000G Y2Y	\$19.20	25	\$480.00
CFQ7TTC0LH0V: Microsoft Teams Shared Devices GCC Per Year 1 Year 000P Y2Y	\$76.80	6	\$460.80
CFQ7TTC0J1Z4: Office 365 G3 GCC Per Year 1 Year 0003 Y2Y	\$220.70	97	\$21,407.90
CFQ7TTC0H9MP Power BI Pro GCC Per Year 1 Year :0009 Y2Y	\$96.00	2	\$192.00
CFQ7TTC0HD32 Visio Plan 2 GCC Per Year 1 Year :0018 Y2Y	\$144.00	3	\$432.00
Subtotal:			\$26,582.30



New Microsoft 365 NCE RFQ GCC 2025 Oak Brook

Prepared by:

NobleTec, LLC

Tahece Clayborn
708-762-2464
tahece.clayborn@nobleteccllc.com

Prepared for:

Village of Oak Brook

1200 Oak Brook Rd
Oak Brook, IL 60523
Tom Gilbert
(630) 368-5175
TGilbert@oak-brook.org

Quote Information:

C027069

Version: 1
Delivery Date: 07/02/2025
Expiration Date: 07/18/2025

Quote Summary

DESCRIPTION	AMOUNT
Product	\$26,582.30
Total:	\$26,582.30

NobleTec reserves the right to adjust pricing and product offerings for reasons including, but not limited to, changing market conditions, discontinuation, unavailability, manufacturer price changes, supplier price changes and pricing errors. Taxes, shipping and other fees may apply. Credit card orders over \$1,000.00 may incur a 3% credit card processing surcharge. This quote is subject to NobleTec Terms and Conditions located at: <https://www.nobleteccllc.com/terms-and-conditions/>

NobleTec, LLC

Village of Oak Brook

Signature: 
Name: Tahece Clayborn
Title: Technology Advisor
Date: 07/02/2025

Signature: _____
Name: Tom Gilbert
Date: _____



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 Special Meeting
of
July 23, 2025

SUBJECT: Ordinance Decreasing the Number of Class A-1 Authorized Liquor Licenses by Two

FROM: Netasha Scarpiniti, Clerk

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to approve Ordinance G-1274, An Ordinance Amending Title 4, Chapter 1, Section 8A of the Village Code of the Village of Oak Brook, Illinois by Decreasing by Two to Forty-Two the Number of Authorized Class A-1 Liquor Licenses.

Background/History:

Village Code requires that any changes in the number of liquor licenses being held in the Village of Oak Brook must be passed by ordinance.

Naansense, formerly located at 1715 W. 22nd St, ceased operations on June 1, 2025. They did not renew their Liquor License.

Blackberry Market, located at 1600 16th St., has decided not to renew its Liquor License. The restaurant will remain open, but they are discontinuing alcohol sales as of June 30, 2025.

Recommendation:

Staff recommends that the Village Board approve Ordinance G-1274, An Ordinance Amending Title 4, Chapter 1, Section 8A of the Liquor Control Ordinance To Decrease the Number of Authorized A-1 Liquor Licenses by Two to Forty-Two for Naansense and Blackberry Market.

Attachments:

1. Ordinance-LC-AL-G-1274 - Decrease A-1 by two for Naansense and Blackberry Market

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE

2025-LC-AL-G-1274

AN ORDINANCE AMENDING THE VILLAGE OF OAK BROOK
CODE OF ORDINANCES, AS AMENDED, TITLE 4
(BUSINESS AND LICENSE REGULATIONS), CHAPTER 1
(LIQUOR CONTROL), SECTION 8A (FEES AND NUMBER OF
LICENSES AUTHORIZED) TO DECREASE THE NUMBER OF
AUTHORIZED CLASS A-1 LIQUOR LICENSES BY TWO TO
FORTY-TWO FOR NAANSENSE AND BLACKBERRY
MARKET.

NAANSENSE
1715W 22ND ST, OAK BROOK, IL
BLACKBERRY MARKET
1600 16TH ST SUITE 1A., OAK BROOK, IL

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the
Village of Oak Brook
On this the 23rd day of July 2025

ORDINANCE 2025-LC-AL-G-1274

AN ORDINANCE AMENDING THE VILLAGE OF OAK BROOK CODE OF ORDINANCES, AS AMENDED, TITLE 4 (BUSINESS AND LICENSE REGULATIONS), CHAPTER 1 (LIQUOR CONTROL), SECTION 8A (FEES AND NUMBER OF LICENSES AUTHORIZED) TO DECREASE THE NUMBER OF AUTHORIZED CLASS A-1 LIQUOR LICENSES BY TWO TO FORTY-TWO FOR NAANSENSE AND BLACKBERRY MARKET.

NAANSENSE, 1715 W 22ND ST, OAK BROOK, IL
BLACKBERRY MARKET, 1600 16TH ST. SUITE 1A, OAK BROOK, IL

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

WHEREAS, the Village has in full force and effect a codified set of ordinances which are of a general and permanent nature, which said codified set is known and designated as the Village Code of the Village of Oak Brook, as amended;

WHEREAS, Title 4 (Business And License Regulations), Chapter 1 (Liquor Control), Section 8a (Fees And Number Of Licenses Authorized) of the Village Code of the Village of Oak Brook authorizes certain numbers of liquor licenses and the number of such licenses issued for each class of license may be increased or decreased from time to time by ordinance approved by the Village President and Village Board of Trustees (collectively the "Corporate Authorities") due to changes in ownership of licensed premises, the creation of a new and deserving business enterprise, or the abandonment, revocation, surrender or other termination of an existing license; and

WHEREAS, the Corporate Authorities deem it advisable and in the best interest and in furtherance of the general welfare of the citizens of the Village that the Village Code of the Village of Oak Brook be amended to decrease the number of authorized Class A-1 Liquor Licenses by Two to Forty-Two.

Naansense, 1715 W 22nd St, Oak Brook, IL
Blackberry Market, 1600 16th St Suite 1A, Oak Brook, IL

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

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

Section 2: That Section 8A of Chapter 1 (Liquor Control) of Title 4 (Business and License Regulations) (4-1-8A) of the Village Code of the Village of Oak Brook, Illinois be amended pursuant to the following table:

Class Of License	Application Fee	Annual License Fee	Number Issued
A-1	\$2,000.00	\$2,750.00	44 42
A-2	2,000.00	2,750.00	0
A-3	2,000.00	2,750.00	1
A-4	2,000.00	2,750.00	1
A-5	2,000.00	2,750.00	1
A-6	2,000.00	2,750.00	1
B	2,000.00	2,750.00	19

C	2,000.00	2,200.00	1
D	2,000.00	2,200.00	6
E	2,000.00	4,950.00	7
F	No Fee	\$50 per event	Not Applicable
G	No Fee	No Fee	1
H	No Fee	No Fee	1
I	2,000.00	2,750.00	2
J	2,000.00	500.00	0
K	2,000.00	2,750.00	0
L	2,000.00	2,750.00	1
M	----	500.00	3
N	2,000.00	2,750.00	1
O	2,000.00	2,750.00	1
P	2,000.00	2,750.00	1

Additions are bold and double-underlined: ~~deletions are struck through.~~

Section 3: The title, chapter(s), and section(s) adopted by this Ordinance shall be numbered and placed in an appropriate title, chapter(s), and section(s) when and during the codification of the Oak Brook Municipal Code.

Section 4: This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Section 5: This Ordinance shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section 6: That all ordinances or parts of ordinances in conflict with the terms of this Ordinance shall be repealed to the extent of said conflict.

Section 7: If any section, paragraph, clause, or provision of this Ordinance is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of the remaining provisions of the Village's Municipal Code, which are hereby declared to be separable.

Section 8: This Ordinance shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Oak Brook.

[Remainder of Page Intentionally left blank; Roll Call to follow]

APPROVED THIS 23rd day of July 2025.

Laurence E. Herman
Village President

PASSED THIS 23rd day of July 2025.

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Netasha Scarpiniti
Village Clerk



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 Special Meeting
of
July 23, 2025

SUBJECT: Purchase of Deicer Salt

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$28,316.00 from Motor Fuel Tax (MFT) Improvements, Chemicals Account (431-61800).

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2309 and waive bidding on the grounds that DuPage County has previously conducted the bid process and authorize staff to issue a purchase order to Compass Minerals America Inc., Overland Park, KS, in the amount of \$28,316.00 for 400 tons of deicer salt at \$70.79 per ton, pending final attorney review and approval.

Background/History:

The Village has purchased bulk deicer salt through the DuPage County contract for many years. The last few years we have split our purchase quantities between DuPage County and the State of Illinois' competitive bidding processes. This split purchase gives us the opportunity to receive salt from two suppliers to provide the Village with a safe redundancy option and to allow us to receive salt at the best price point. This upcoming season we are requesting 400 tons from DuPage County, for which staff is now requesting approval.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2309 waiving further bidding since DuPage County has already conducted the bid process and authorize staff to issue a purchase order to Compass Minerals America Inc., Overland Park, KS, in the amount of \$28,316.00 for 400 tons of deicer salt at \$70.79 per ton, pending final attorney review and approval.

Attachments:

1. 2025-PW-SALT-PG-R-2309
2. 25-0SALT-02-MS Bid Tabulation
3. Executed Contract 25-0SALT-02-MS

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2025-PW-SALT-PG-R-2309

A RESOLUTION
APPROVING THE WAIVER OF COMPETITIVE BIDDING AND
AUTHORIZING THE PURCHASE OF DEICER SALT FROM
COMPASS MINERALS

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

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

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 23rd day of July 2025

RESOLUTION NO. 2025-PW-SALT-PG-R-2309

A RESOLUTION
APPROVING THE WAIVER OF COMPETITIVE BIDDING AND AUTHORIZING THE
PURCHASE OF DEICER SALT FROM COMPASS MINERALS

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

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

WHEREAS, pursuant to Section 1-7-10 of the Village Code, the Village shall have the authority to join with other units of government in cooperative purchasing plans when the best interests of the Village will be served by engaging in such cooperative purchasing plans;

WHEREAS, the County of DuPage has solicited bids for the supply of deicer salt to be used on roadways, sidewalks and other public ways for the 2025-2026 winter season;

WHEREAS, the County has awarded its deicer salt supply contract Compass Minerals America Inc., of Overland Park, KS ("CMA");

WHEREAS, pursuant to the awarded contract, CMA has agreed to provide 400 tons of deicer salt to the Village at the cost of \$70.79 per ton;

WHEREAS, to the extent the Village were to engage in a competitive bid process to secure pricing for deicer salt, the Village would be unable to secure pricing at or lower than the prices secured by the State; and

WHEREAS, the Village President and the Board of Trustees have determined that it is in the best interest of the Village to participate in the cooperative purchasing of deicer salt offered by the County and hereby approve the bulk purchase of deicer salt from CMA at the prices provided herein and pursuant to the Purchase Order, attached hereto and incorporated herein as Exhibit A.

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 Order

The President and Board of Trustees hereby approve the Purchase Order to CMA in substantially the same form attached as Exhibit A.

Section Three – Authorization and Direction

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

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of the Purchase Order 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 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 23rd day of July 2025.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 23rd day of July 2025.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Purchase Order]

DuPage County Division of Transportation

Project: **2025 Bulk Rock Salt** Sec. No: **25-0SALT-02-MS**

Date of Letting: **June 5, 2025 2:00 P.M.**

				Engineer's Estimate		Compass Minerals America Inc. 9900 W. 109th Street Overland Park, KS 66210		Morton Salt, Inc. 444 West Lake Street Chicago, IL 60606	
Item No.	Items	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
	GROUP 1								
	ROCK SALT	TON	10000	\$75.00	750,000.00	\$70.79	707,900.00	\$73.40	734,000.00
	ROCK SALT (130% to 150%)	TON			0.00	\$70.79	0.00	\$93.40	0.00
Bidder's Total Proposal for Group 1				\$750,000.00		\$707,900.00		\$734,000.00	

	GROUP 2								
	ROCK SALT	TON	45270	\$75.00	3,395,250.00	\$70.79	3,204,663.30	\$73.40	3,322,818.00
	ROCK SALT, EARLY DELIVERY	TON	1650	\$75.00	123,750.00	\$70.79	116,803.50	\$73.40	121,110.00
	ROCK SALT (130% to 150%)	TON			0.00	\$70.79	0.00	\$93.40	0.00
Bidder's Total Proposal for Group 2				\$3,519,000.00		\$3,321,466.80		\$3,443,928.00	



Local Public Agency Formal Contract

Contractor's Name

Compass Minerals America Inc.

Contractor's Address

9900 W. 109th St

City

Overland Park

State

KS

Zip Code

66210

STATE OF ILLINOIS

Local Public Agency

County of DuPage

County

DuPage

Section Number

25-0SALT-02-MS

Street Name/Road Name

2025 Salt Purchase

Type of Funds

MFT and other funds

☒ CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

William C. Eide 7/15/2025

County Engineer
On behalf of IDOT pursuant to
Agreement of Understanding
dated June 18, 2024

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer Signature & Date

Local Public Agency	Local Street/Road Name	County	Section Number
County of DuPage	2025 Salt Purchase	DuPage	25-0SALT-02-MS

1. THIS AGREEMENT, made and concluded the 24th day of June 2025 between the County of DuPage, known as the party of the first part, and Compass Minerals America Inc., its successor, and assigns, known as the party of the second part.
2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 25-0SALT-02-MS in County of DuPage, approved by the Illinois Department of Transportation on _____, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The County of DuPage
Local Public Agency Type Name of Local Public Agency

Clerk Signature & Date

[Signature]

(SEAL, if required by the LPA)



(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By: *[Signature]* 7-2-2025
(If a Corporation)

Corporate Name

Compass Minerals America Inc.

President, Party of the Second Part Signature & Date

By: *[Signature]* 6/30/2025
- Sean Lierz, Senior Manager Highway Sales
(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

Partners doing Business under the firm name of
Party of the Second Part

(If an individual)

Party of the Second Part Signature & Date

Attest:

Secretary Signature & Date

(SEAL, if required by the LPA)



**Illinois Department
of Transportation**

executed in triplicate
BOND NUMBER: 014261936

Contract Bond

Local Public Agency	County	Street Name/Road Name	Section Number
County of DuPage	DuPage	2025 Salt Purchase	25-0SALT-02-MS

Bond information to be returned to Local Public Agency at Div. of Trans., 421 N. County Farm Rd, Wheaton, IL 60187
Complete Address

We, Compass Minerals America Inc. 9900 W. 109th St., Overland Park, KS 66210
Contractor's Name and Address

a/an Corporation organized under the laws of the State of Delaware as PRINCIPAL, and
State

Liberty Mutual Insurance Company 175 Berkeley Street, Boston, MA 02116
Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (thereafter referred to as "LPA") in the penal sum of
seven hundred seven thousand nine hundred and 00/100

Dollars (\$707,900.00) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves,
successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this 27TH day of June, 2025
Day Month and Year

PRINCIPAL

Company Name

Compass Minerals America Inc.

Company Name

By

Signature & Date

Sean Litz 6/30/25

By

Signature & Date

Attest

Signature & Date

[Signature] 6/30/2025

Attest

Signature & Date

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF Kansas
COUNTY OF Johnson

I, Alan Emmons, a Notary Public in and for said county, do hereby certify that

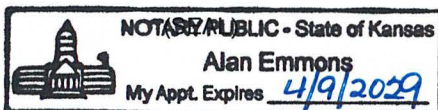
Notary Name

Sean Lierz

Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of June, 2025
Day Month, Year



Notary Public Signature & Date

[Signature] 6/30/2025

Date commission expires 4/9/2029

SURETY

Name of Surety

Liberty Mutual Insurance Company

Title : ATTORNEY-IN-FACT

By: [Signature]

MARIE DANIEL PRINICAD

* please see CA all-purpose acknowledgement form for surety

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

Notary Name

Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature & Date

Date commission expires 7-2-2025

Approved this 24th day of June 2025
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date

[Signature]

County _____ Clerk
Local Public Agency Type _____

Awarding Authority

County of DuPage

Awarding Authority Signature & Date

[Signature] 7-2-2025

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)County of Orange)On 06-27-2025 before me, Kathy R. Mair, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]personally appeared Marie Claire Trinidad -----,
[Name(s) of Signer(s)]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Signature of Notary Public: Kathy R. Mair

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)Signer's Name: Marie Claire Trinidad

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney-in-Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney-in-Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____



POWER OF ATTORNEY

Certificate No: 8204867

American States Insurance Company
First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

KNOWN ALL PERSONS BY THESE PRESENTS: That American States Insurance Company is a corporation duly organized under the laws of the State of Indiana, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,

Marie Claire Trinidad

all of the city of Irvine, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of July, 2024.

American States Insurance Company
First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America



By: Nathan J. Zangerle

Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF MONTGOMERY

On this 1st day of July, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be Assistant Secretary of American States Insurance Company, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of American States Insurance Company, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorney-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of American States Insurance Company, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of June, 2025



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Proposal Submitted By:

Contractor's Name

Compass Minerals America Inc.

Contractor's Address

9900 W. 109th St.

City

Overland Park

State

KS

Zip Code

66210

STATE OF ILLINOIS

Local Public Agency

County of DuPage

County

DuPage

Section Number

25-0SALT-02-MS

Street Name/Road Name

2025 Salt Purchase

Type of Funds

MFT and other funds

☒ Material proposal ☐ Deliver and Install Proposal ☐ Plans

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

William C. Edison 7/15/2025

County Engineer
On behalf of IDOT pursuant to
Agreement of Understanding
dated June 18, 2024

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature & Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number
County of DuPage	DuPage	25-0SALT-02-MS

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of the DuPage County Division of Transportation
421 N. County Farm Road, 2nd Floor, Wheaton, IL 60187 until 2:00 PM on 06/05/25.
 Address Time Date

1. Plans and proposal forms will be available in the office of

online at
https://www.dupagecounty.gov/government/departments/transportation/doing_business/bids_and_lettings.php

2. ☐ Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

- The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Material/Deliver and Install Proposals.
- A proposal guaranty in the proper amount, as specified in the BLRS Special Provision for Bidding Requirements and Conditions for Material/Deliver and Install Proposals, will be required. See the attached Special Provisions for specific instructions for proposal guaranty for this proposal packet.
- The successful bidder at the time of execution of the contract will be required to deposit a contract bond or proposal guaranty as provided for in the special provisions. Failure on the part of the contractor to deliver the material within the time specified or to do the work specified herein will be considered just cause to forfeit his surety as provided in Article 108.10 of the Standard Specifications.
- Proposals shall be submitted on forms furnished by the Awarding Authority and shall be enclosed in an envelope endorsed "Material Proposal, Section 25-0SALT-02-MS".

By Order of

Awarding Authority

County of DuPage

County Engineer/Superintendent of Highways/
Municipal Clerk

William C. Eidson

Date

05/01/25

Material Proposal or Deliver & Install Proposal

To

Awarding Authority

County of DuPage

Awarding Authority Address

421 N. County Farm Road

City

Wheaton

State

IL

Zip Code

60187

If this bid is accepted within 45 days from the date of opening, the undersigned agrees to furnish or to deliver & install any or all of the materials, at the quoted unit prices, subject to the following:

- It is understood and agreed that the "Standard Specifications for Road and Bridge Construction", adopted 01/01/22 and the "Supplemental Specifications and Recurring Special Provisions", adopted 01/01/25, prepared by the Department of Transportation, shall govern insofar as they may be applied and insofar as they do not conflict with the special provision and supplemental specifications attached hereto.
- It is understood that quantities listed are approximate only and that they may be increased or decrease as may be needed to properly complete the improvement within its present limits or extensions thereto, at the unit prices stated and that bids will be compared on the basis of total price bid for each group.
- Delivery in total or partial shipments as ordered shall be made within the time specified in the special provisions or by the acceptance at the point and in the manner specified in the "Schedule of Prices". If delivery on the job site is specified, it shall mean any place or paces on the road designed by the awarding authority or its authorized representative.
- The contractor and/or local public agency performing the actual material placement operations shall be responsible for providing work zone traffic control, unless otherwise specified in this proposal. Such devices shall meet the requirements of and be installed in accordance with applicable provisions of the "Illinois Manual on Uniform Traffic Control Devices" and any referenced Illinois Highway Standards.

County of DuPage

DuPage

25-0SALT-02-MS

5. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. The proposal guaranty as specified in the special provisions is attached.

If a bid bond is allowed or required, Department form BLR 12230 or a proposal guaranty check, complying with the specifications,

made payable to: County Treasurer of DuPage.

The amount of the check is (Bid Bond was submitted) ().

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number _____).

Discounts will be allowed for payment as follows: _____ calendar days _____ calendar days

Discounts will not be considered in determining the low bidder

Bidder

By

Title

Address

City

State

Zip Code

RETURN WITH BID



**Illinois Department
of Transportation**

Material Proposal Schedule of Prices

Local Public Agency	County	Section Number
DuPage County Division of Transportation	DuPage	25-0SALT-02-MS

Material Proposal Schedule of Prices

Group No.	Item(s)	Delivery	Unit	Quantity	Unit Price	Total
1	ROCK SALT	FOB	TON	10000	\$70.79	\$707,900.00
1	ROCK SALT (130% to 150%)	FOB	TON		\$70.79	
Bidder's Total Proposal for Group 1						\$707,900.00

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid rotating.

Bidder Signature and Date

Sean Lierz 6/30/25
- Sean Lierz, Senior Manager Highway Sales

Address	City	State	Zip Code
9900 W. 109th Street	Overland Park	KS	66210

RETURN WITH BID



**Illinois Department
of Transportation**

Material Proposal Schedule of Prices

Local Public Agency	County	Section Number
DuPage County Division of Transportation	DuPage	25-0SALT-02-MS

Material Proposal Schedule of Prices

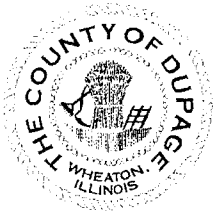
Group No.	Item(s)	Delivery	Unit	Quantity	Unit Price	Total
1	ROCK SALT	FOB	TON	10000	\$ 70.79	\$ 707,900.00
1	ROCK SALT (130% to 150%)	FOB	TON		70.79	
Bidder's Total Proposal for Group 1					\$	708,900.00
2	ROCK SALT	FOB	TON	45270	\$ 70.79	\$ 3,204,663.30
2	ROCK SALT, EARLY DELIVERY	FOB	TON	1650	\$ 70.79	\$ 116,803.50
2	ROCK SALT (130% to 150%)	FOB	TON		70.79	
Bidder's Total Proposal for Group 2					\$	3,321,466.80

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid rotating.

Bidder Signature and Date

 6/3/25

Address	City	State	Zip Code
9900 W. 109th Street	Overland Park	KS	66210



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-0SALT-02-MS
COMPANY NAME:	Compass Minerals America Inc.
CONTACT PERSON:	Sean Lierz
CONTACT EMAIL:	highwaygroup@compassminerals.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☒ Yes

☐ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL
Sean Lierz, Sr., Manager Highway Sales	800-323-1641 option 2	highwaygroup@compassminerals.com
Joel Gerdes, Director US Highway Sales	800-323-1641 option 2	highwaygroup@compassminerals.com
Brenda Blunt, Customer Experience Spcl	800-323-1641 option 1	highwaygroup@compassminerals.com

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

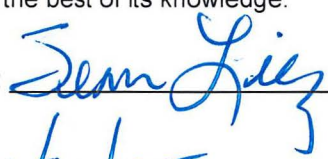
The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Joel Gerdes or Sean Lierz

Signature: 

Title: Director US Highway Sales
Senior Manager Highway Sales

Date: 6/30/25

RETURN WITH BID

ADDENDUM NO. 1

May 30, 2025

**2025 SALT PURCHASE
SECTION 25-0SALT-02-MS**

The proposal documents include the following forms:

- Affidavit of Illinois Business Office
- References

These forms are **not** required and do not need to be included with the bid.
A revised proposal book will not be issued.

By Order of
County of DuPage

(Awarding Authority)

William C. Eidson, P.E.

County Engineer

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PROPOSAL DOCUMENTS

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", in effect on the date of invitation for bids and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein which apply to and govern the proposed improvement designated as Section 25-0SALT-02-MS, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

BIDDING REQUIREMENTS AND CONDITIONS FOR MATERIAL PROPOSALS

(Illinois Department of Transportation Bureau of Local Roads and Streets Special Provision for BIDDING REQUIREMENTS AND CONDITIONS FOR MATERIAL PROPOSALS LRS Check Sheet #7)

Add the following to the section **Prequalification of Bidders**: "Prequalification is not required. Prospective bidders shall submit a Request for Authorization to Bid form to the DuPage County Division of Transportation. The Request for Authorization to Bid shall be submitted at least one business day prior to the public opening of proposals. Authorization to bid will be issued by the DuPage County Division of Transportation to prospective bidders who are qualified to perform the work."

Revise the first sentence of the section **Preparation of the Proposal** to read: "Bidders shall submit their proposals on the form furnished by the Awarding Authority or on a form approved by the Awarding Authority prior to submittal of the Proposal."

Add the following to the section **Preparation of the Proposal**: "Unit prices shall only be accepted rounded to the nearest one-hundredth (0.01) of a dollar."

Add the following to the section **Preparation of the Proposal**: "The low bidder shall complete and submit the IRS W-9 form included in this proposal within 48 hours of being notified as the low bidder. The form shall be emailed to Department at DOTBidInfo@dupagecounty.gov. Bidders may either submit the W-9 form with their bid proposal or wait to be notified that they are the low bidder."

Add the following to the section **Public Opening of Proposals**: "Proposals will only be accepted by bidders who have been issued an authorization to bid by the DuPage County Division of Transportation. Proposals submitted without authorization to bid will be returned unopened."

Add the following to the section **Consideration of Proposals**: "Each Awarding Authority or Agency may consider the amounts bid for their respective work and need not consider the total bid for all agencies."

Revise the first sentence of the section **Requirement of Contract Bond** to read: "The Contractor or Supplier shall furnish the Awarding Authority a performance and payment bond with good and sufficient sureties in an amount not less than twenty percent (20%) of the full amount of the award as the penal sum. The other participating agencies may require additional individual performance bonds against inadequate performance per all requirements of the bid documents."

SECTION 107 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

Add the following to Article 107.01: The Department will provide forms or a website for the Contractor and Subcontractors to enter and submit vendor information to comply with Public Act 102-0265.

Article 107.27 Insurance. In addition to the requirements of this Article, the policies of insurance for Commercial (Comprehensive) General Liability and Commercial (Comprehensive) Automobile Liability shall include an additional insured endorsement naming the County of DuPage, its officers and employees as additional insureds. The endorsements shall be on forms acceptable to the County of DuPage. This additional insured is to be on a primary and non-contributory basis and include a Waiver of Subrogation endorsement. Other agencies will require insurance with similar additional insured endorsements.

Employer's Liability insurance shall be in an amount not less than one million (\$1,000,000.00) dollars each accident/injury and one million (\$1,000,000.00) dollars each employee/disease.

Limits of Umbrella Excess Liability (over primary) shall not be less than an amount that in combination with Commercial General Liability totals \$6,000,000 of liability insurance per occurrence. The Umbrella Excess Liability Policy shall include in the "Who is Insured" pages of the policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that affect. The contractor shall provide a copy of said section of the excess/umbrella liability policy upon request by the County of DuPage or other agency.

The Contractor shall require all subcontractors to maintain the same insurance coverage required of the contractor. The County of DuPage retains the right to obtain evidence of subcontractor insurance coverage at any time.

Replace the second sentence of the second paragraph (third to last paragraph) of this article with the following: "It is the duty of the Contractor to immediately notify the County of DuPage or other certificate holder if any insurance required under this contract has been cancelled, materially changed, or renewal has been refused, and the Contractor shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the County of DuPage or other agency of the required insurance coverage, the County of DuPage or other agency shall notify the Contractor that the Contractor can proceed with the work that is a part of this contract. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this contract, and the Contractor shall accept and bear all costs that may result from the cancellation of this contract due to Contractor's failure to provide and maintain the required insurance."

SECTION 109 MEASUREMENT AND PAYMENT

Article 109.08 Acceptance and Final Payment. Add the following to this Article: "Prior to final payment, an affidavit from the Contractor will be required."

SCOPE OF CONTRACT

This work consists of furnishing and delivering bulk rock salt to the DuPage County Division of Transportation ("County") and other local units of government within DuPage County ("Agencies") for snow and ice control.

TERM OF CONTRACT

This contract shall be in effect for one year from the date of issuance. DuPage County and other participating agencies reserve the right to renew this contract, or any part of this contract, for an additional one-year period, subject to acceptable performance by the contractor. DuPage County and other participating agencies may update their locations and quantities in the event of a renewal.

ESCALATOR PROVISION:

The unit price shall remain firm/fixed for the first year. Written requests for price revisions after the first year shall be submitted at least 60 days before the annual contract period. Requests shall be based upon and include documentation of the actual change in the costs of the components involved in the contract and shall not include overhead and profit. Changes in the contract price shall be made in the amount of the actual change in contractor cost or the percentage change in the U.S. Average Consumer Price Index for the Midwest Urban - per category "All Items," whichever is less. Surcharges for fuel and/or other costs shall not be allowed. Manufacturer and/or Warehouse Distributor's price sheets or an equivalent document showing the new pricing may be considered sufficient documentation for a price change. PRICE INCREASES SHALL NOT EXCEED 5.0%, FOR ANY YEAR. The County and other agencies reserve the right to reject any price increase request.

BULK ROCK SALT**MATERIALS**

- Bulk Rock Salt shall meet the requirements of AASHTO Specification M143, Sodium Chloride Type 1, Grade 1
- Bulk rock salt shall be 95 to 98 percent pure sodium chloride.
- The maximum moisture content shall be no more than two and one-half percent (2.5%).
- Reclaimed or re-crushed rock salt will not be accepted.
- Deliveries of rock salt shall be free of any foreign materials (e.g., mud, rocks, wood, tarpaulins, etc.). The contractor shall be informed of the reason for rejection and removal within two (2) working days.
- All salt shall be lump-free. No salt with lumps larger than two (2) inches in diameter will be accepted and loads with lumps larger than two (2) inches will be rejected.
- Rejected loads shall be separated, and the contractor shall be informed of the reason for rejection. The contractor is required to replace the rejected load within 2 business days.

Bulk rock salt that does not meet the above standards may be rejected. Rejected loads will be replaced at the contractor's expense within 5 business days.

DELIVERY REQUIREMENTS

- DuPage County and other participating agencies will issue individual releases for bulk rock salt.
- Orders shall be shipped within three (3) working days from the order date and completed within seven (7) working days.
- Deliveries will not be accepted outside of agreed-upon hours.
- All order releases shall be delivered to completion unless mutually agreed upon.
- All salt deliveries shall be made with trucks equipped with tailgate dump trailers.
- All trucks shall be covered with approved waterproof material.
- The contractor shall ensure that upon delivery, the driver inspects the inside of the trailer and confirms that all salt has been removed before leaving the point of delivery.

- Each delivery shall be accompanied by a delivery ticket. The ticket shall be a certified scale ticket indicating the gross, tare, and net weight of each truckload of rock salt. The contractor shall ensure that all weights and measures shown on the delivery tickets are correct.
- Deliveries shall not be made without an authorized representative from the participating agency present during dumping.
- Delivery tickets shall be signed by an authorized representative from the agency.
- All agencies reserve the right to require that delivery trucks be directed to a local scale to check the accuracy of the delivered loads.
- The actual tonnage delivered by the contractor shall be within twenty (20) tons of the ordered tonnage unless mutually agreed upon by both parties.
- The contractor shall notify the agency of the trucking firm that will be delivering the salt, as well as the contact's name, address, and phone number of said trucking firm. The contractor shall supply the same information for the terminal location.
- The contractor and/or carrier shall call to schedule deliveries 24-48 hours in advance.
- The contractor shall be responsible for all deliveries, accepting order releases, and communicating order information to the trucking firms.
- The contractor is solely responsible for the carrier's failure to meet any of the requirements in this contract.

PRICING

- Each agency which awards a contract agrees to purchase a minimum of 80% of their quantities.
- If an agency does not utilize or order 80% of its Standard Delivery quantities by the end of the contract period, it agrees to pay the contractor for the remaining 80%. The undelivered rock salt shall be stored for up to 1 year from the contract expiration date. Delivery arrangements shall be mutually agreed upon between the agency and the contractor. The contractor will handle this at no additional charge.
 - The agency agrees to notify the contractor of the remaining salt balance and to arrange for payment prior to the expiration of the contract.
 - The agency agrees to accept all the remaining salt from the prior year before placing any orders from a new contract.
- Unit prices shall be honored up to 130% of the quantities listed in the Schedule of Prices. If a unit price is not entered for this item, then the unit price for ROCK SALT shall be used.
- Bidders shall enter a unit price for quantities greater than 130% and less than 150%.
- Early Delivery pricing shall apply to those agencies for which quantities have been designated in the Schedule of Prices and when salt is ordered for delivery between May 1 and December 1 of any year. Agencies without quantities designated for early delivery may order salt prior to December 1 but would not receive the pricing to reflect such early delivery.

SPECIAL PROVISIONS

2025 Salt Purchase

Sec. 25-0SALT-02-MS

GROUP 1

Deliveries shall be made Monday through Friday excluding weekends and holidays between the listed hours. Arrangements can be made for after-hours and weekend deliveries to maintain a prompt order delivery schedule. DuPage County Division of Transportation sites include:

- 140 N. County Farm Road, Wheaton IL - 6:30 a.m. – 2:00 p.m.
- 7900 S. Rt 53, Woodridge IL - 7:00 a.m. – 2:00 p.m.

GROUP 2

The contractor and the participating agencies will agree upon delivery conditions and hours after the contract is awarded.

SPECIAL PROVISIONS
2025 Salt Purchase
Sec. 25-0SALT-02-MS

Group 2 delivery sites and contacts include:

Municipality	Primary Contact	Bill To Address	Ship-To Address	Estimated Quantities (tons)	
				Early Delivery	Standard Delivery
Addison Township	Don Holod donh@addisontownship.com	411 West Potter Street Wood Dale, IL 60191	411 West Potter Wood Dale, IL 60191	-	600
Addison, Village of	Ron Remus rremus@addison-il.org	1491 W Jeffrey Drive Addison, Illinois 60101	1491 W Jeffrey Drive Addison, Illinois 60101	-	2,200
Aurora, City of	Jolene Coulter coulterj@aurora.il.us	44 E. Downer Place Aurora, IL 60507	<u>Site 1:</u> 720 N. Broadway <u>Site 2:</u> 2100 E. New York Street Aurora, IL 60505	-	5,000
Bartlett, Village of	Mike Warmus mwarmus@bartlett.il.gov	228 S. Main St Bartlett, IL 60103	<u>Site 1:</u> 1150 Bittersweet Dr <u>Site 2:</u> 315 E. Devon Ave Bartlett, IL 60103	-	500
Bensenville, Village of	Frank Palumbo fpalumbo@bensenville.il.us	12 S. Center St Bensenville, IL 60106	717 E. Jefferson St Bensenville, IL 60106	-	500
Bloomington Township	Bob Nogan highway@bloomingtontownship.com	6N030 Rosedale Ave Bloomington, IL 60108	6N030 Rosedale Ave Bloomington, IL 60108	-	1,200
Bloomington, Village of	Elias Vega vegae@vil.bloomington.il.us	201 South Bloomington Road Bloomington, IL 60108	305 Glen Ellyn Road Bloomington, IL 60108	-	1,300
Carol Stream, Village of	Jason Pauling jpauling@carolstream.org	500 North Gary Ave. Carol Stream, IL 60188	124 Gerzevske Lane Carol Stream, IL 60188	-	1,700
Clarendon Hills, Village of	Brendan McLaughlin bmclaughlin@clarendonhills.us	1 N Prospect Clarendon Hills, IL 60514	452 Park Avenue Clarendon Hills, IL 60514	-	400
Darien, City of	Dan Gombac dgombac@darienil.gov	1702 Plainfield Rd. Darien, IL 60561	1041 S. Frontage Rd. Darien, IL 60561	-	1,500
Downers Grove Township	Dave Smith highway@dgtdownersgrove.com	4340 Prince St. Downers Grove, IL 60515	318 E Quincy Westmont, IL 60559	100	1,100

SPECIAL PROVISIONS
2025 Salt Purchase
Sec. 25-0SALT-02-MS

Downers Grove, Village of	John Tucker jtucker@downers.us	5101 Walnut Ave Downers Grove, IL 60515	5101 Walnut Ave Downers Grove, IL 60515	1,200	-
DuPage Airport Authority	Karin Kietzman kkietzman@dupageairport.gov	2700 International Drive Suite 200 West Chicago, IL 60185	Maintenance Building 2751 Aviation Avenue West Chicago, IL 60185	-	120
Elmhurst, Village of	Kim McGrew kim.mcgrew@elmhurst.org	209 N York St Elmhurst, IL 60126	985 S Riverside Dr Elmhurst, IL 60126	-	2,500
Glen Ellyn, Village of	Justin Ross jross@glenellyn.org	535 Duane St. Glen Ellyn, IL 60137	<u>Site 1:</u> 30 S. Lambert <u>Site 2:</u> 1051 St. Charles Rd. Glen Ellyn, IL 60137	350	950
Hanover Park, Village of	Thomas Moore tmoore@hpil.org	2041 West Lake Street Hanover Park, IL. 60133	2041 west Lake Street Hanover Park, IL. 60133	-	1,200
Hinsdale, Village of	Rich Roehn rroehn@villageofhinsdale.org	19 E Chicago Ave Hinsdale, IL 60521	225 Symonds Dr Hinsdale, IL 60521	-	600
Itasca, Village of	Michael Subers msubers@itasca.com	411 N. Prospect Ave. Itasca, IL 60143	411 N. Prospect Ave. Itasca, IL 60143	-	1,000
Lisle Township	Marty Srail highway@lisletownship.com	4719 Indiana Ave. Lisle, IL 60532	4719 Indiana Ave. Lisle, IL 60532	-	800
Lisle, Village of	Jason Elias jelias@villageoflisle.org	925 Burlington Ave Lisle, IL 60532	4905 Yackley Ave Lisle, IL 60532	-	1,200
Lombard, Village of	Tom Ellis ellist@villageoflombard.org	255 E Wilson Ave. Lombard, IL 60148	<u>Site 1:</u> 1135 N Garfield <u>Site 2:</u> 282 E Central Ave. Lombard, IL 60148	-	3,500
Milton Township	Gary Muehlfelt Kasi Steinhilber mthd@miltonhighway.com	23 W 040 Poss St. Glen Ellyn, IL 60137	23 W 040 Poss St. Glen Ellyn, IL 60137	-	1,200
Naperville Township	Eddie Bedford eddieb@napervilletownship.com	31 W 331 North Aurora Road Naperville, IL 60563-1719	31 W 331 North Aurora Road Naperville, IL 60563-1719	-	400
Oak Brook, Village of	John Temes jtemes@oak-brook.org	1200 Oak Brook Rd Oak Brook, IL 60523	640 Oak Brook Rd Oak Brook, IL 60523	-	400

SPECIAL PROVISIONS
2025 Salt Purchase
Sec. 25-0SALT-02-MS

Oak Brook Terrace, City of	Craig Ward cward@oakbrookterrace.net	City of Oakbrook Terrace Attn Craig Ward Public Works Director 17W275 Butterfield Road Oakbrook Terrace, IL 60181	<u>Site 1:</u> Oakbrook Terrace Public Services 17W130 Butterfield Road <u>Site 2:</u> IDOT Salt Dome 17W125 Butterfield Road	-	400
Schaumburg, Village of	Adam Domek adomek@schaumburg.com	101 Schaumburg Ct Schaumburg, IL 60193	714 S Plum Grove Rd Schaumburg, IL 60193	-	5,000
Warrenville, City of	Phil Kuchler pkuchler@warrenville.il.us	3S258 Manning Avenue Warrenville, IL 60555	3S346 Mignin Drive Warrenville, IL 60555	-	1,000
Wayne Township	Martin McManamon wtrd@sbglobal.net	4N230 Klein Rd. West Chicago, IL 60185	4N230 Klein Rd. West Chicago, IL 60185	-	300
West Chicago, City of	Jake Whiteaker jwhiteaker@westchicago.org	475 Main Street West Chicago, IL 60185	<u>Site 1:</u> 1350 W Hawthorne Ln. <u>Site 2:</u> 135 W. Grandlake Blvd. West Chicago, IL 60185	-	1,600
Westmont, Village of	Melissa Brendle mbrendle@westmont.il.gov	155 E. Burlington Ave. Westmont, IL 60559	155 E. Burlington Ave. Westmont, IL 60559	-	600
Wheaton, City of	Tony Sperkowski asperkowski@wheaton.il.us	303 W. Wesley St Wheaton, IL 60187	821 W. Liberty Dr Wheaton, IL 60187	-	2,000
Willowbrook, Village of	Rick Valent Rvalent@willowbrook.il.us	835 Midway Dr Willowbrook, IL 60527	700 Willowbrook Centre Parkway Willowbrook, IL 60527	-	300
Winfield Township	John S Dusza road@winfieldtownship.com	30W575 Roosevelt Rd West Chicago, IL 60185	30W575 Roosevelt Rd West Chicago, IL 60185	-	400
Winfield, Village of	Tye Loomis tloomis@villageofwinfield.com	27 W 465 Jewell Road Winfield, IL. 60190	OS 040 Wynwood Road Winfield, IL. 60190	-	500
Wood Dale, City of	Layla Werner lwener@wooddale.com	790 N Central Avenue Wood Dale, IL 60191	790 N Central Avenue Wood Dale, IL 60191	-	700
Woodridge, Village of	Chris Bethel cbethel@woodridgeil.gov	1 Plaza Drive Woodridge, IL 60517	7245 Janes Avenue Woodridge, IL 60517	-	1,800
York Township	Dan Lindeen road@yorktownshiproad.com	19W475 Roosevelt Rd. Lombard, IL 60148	19W475 Roosevelt Rd. Lombard, IL 60148	-	800
Totals				1,650	45,270

INVOICING

The original invoice shall be presented for payment in accordance with the instructions contained in the purchase order. Invoices shall include a reference to the purchase order number and be submitted to the correct address for processing. The County shall pay all invoices for Group 1 pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Payment will not be made on invoices submitted later than six months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

Invoices shall be reconciled with submitted weight tickets and include the delivery date, order number, and shipped quantities, which shall match delivery tickets.

LIQUIDATED DAMAGES

From December 1 through April 30, if the contractor is unable to make delivery within seven (7) business days from the date of order, each agency shall have the right to retain \$.20 per ton, per calendar day as liquidated damages on the undelivered portion of the order. An order placed before 12:00 p.m. on any business day (Monday through Friday, except holidays) would be considered the first business day of the seven (7) business day delivery period. For orders placed after 12:00 p.m. on a given day, the following day would be considered the first business day of the seven (7) day delivery period. If after seven (7) days of liquidated damage assessment, the contractor fails to deliver as required, each agency may take action to remedy the failure of the contractor's performance without prior notification of such failure. This may include termination of the order and purchase of salt from other sources or taking action consistent with public safety as needed to continue business. Any or all additional costs may be collected from the contractor, in addition to any liquidated damage.

STOCKING REQUIREMENTS

Upon receiving the notice of award (purchase order), the contractor must submit a list of delivery contacts, including email and phone number, to DuPage County and other participating agencies within 10 days. The contractor must also provide an emergency contact person's name and phone number in case the stockpile contact is not responsive.

Within thirty (30) days of the notice of award (issuance of purchase order), the contractor must provide DuPage County with their salt source and local terminal information. One hundred thirty percent (130%) of the standard delivery quantity listed must be in stock at a local terminal by November 1st. DuPage County reserves the right to inspect the contractor's local terminal to verify the quantity and condition of salt, as required in the specifications.

The contractor shall have enough rock salt in Illinois or near its borders to satisfy contractual requirements. Such stockpiles shall be near enough to delivery points for timely delivery as required by contractual requirements.

Freezing of waterways and other impacts to delivery shall be reasonably anticipated by the contractor and are not a cause to claim force majeure.

USAGE REPORTS

The contractor may be required to submit a semi-annual report on orders placed against the contract. The report format shall contain the contractor's name, item number, and contract term at the top of the page. The report shall indicate the period covered by the report starting from the date the first order is received and ending with the date it is prepared. The report must be organized as follows:

Delivery Location	Delivery Date	Delivery Ticket #	Qty	Unit Price	Extended Price

SPECIAL PROVISIONS

2025 Salt Purchase

Sec. 25-0SALT-02-MS

The contractor may be requested to produce reports within a particular time frame, i.e. the fiscal year.

These reports must be furnished within seven (7) business days of request.

Reports are to be forwarded to Michael.Figuray@Dupagecounty.gov and

Roula.Eikosidekas@DuPagecounty.gov.

BASIS OF PAYMENT

This work will be paid for at the contract unit price per ton for ROCK SALT, or ROCK SALT (130% to 150%), or for ROCK SALT, EARLY DELIVERY. The rock salt shall be bid F.O.B. destination, with all freight and transportation charges included in the bid price. The term F.O.B. Destination shall mean delivered to a specified location.

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2025

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction
(Adopted 1-1-22) (Revised 1-1-25)

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Check Sheet for Recurring Special Provisions

Local Public Agency

County

Section Number

County of DuPage

DuPage

25-0SALT-02-MS

☐ **Check this box for lettings prior to 01/01/2025**

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

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ITEM 9.B.

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

AGENDA ITEM

Board of Trustees Special Meeting
of
July 23, 2025

SUBJECT: Trustee Initiative: Special Election to Determine if the Village Shall Enter into an Amended License Agreement with Chic Chef Catering, Inc.

FROM: Greg Summers, Village Manager
Joseph Mitchell, Assistant Village Manager

BUDGET SOURCE/BUDGET IMPACT: TBD

RECOMMENDED MOTION: I move to direct the Village Attorney and staff to prepare the necessary Ordinance for approval.

Background/History:

Section 1-4B-2 of the Village Code reads "[a]t the request of three (3) Trustees, items may be placed on a ... Board agenda, providing the Village Manager or his/her designee is notified ... by twelve o'clock (12:00) noon on the Tuesday immediately preceding the ... Board meeting of any item(s) for which action is sought at that Board meeting by motion, resolution, or ordinance".

Trustees Jain, Tiesenga, and Nagle each submitted a written request for a Trustee Initiative, which reads as follows:

"Trustee Initiative: Ordinance calling a special election to be held in and for the Village of Oak Brook, DuPage and Cook Counties, Illinois, on Tuesday, March 17, 2026, to determine the following public policy question pursuant to 10 ILCS 5/28-1 et seq: Shall the Village of Oak Brook, DuPage and Cook County, enter into [the Addendum] between the Village and [Chic Chef Catering, Inc.] substantially as posted on the Village website. Said Addendum is available for public review at the Village Clerk's Office, 1200 Oak Brook Road, during regular business hours."

Recommendation:

Staff recommends that the Village Board discuss the proposed Trustee Initiative and vote on whether to provide direction to the Village Attorney and staff to prepare the necessary Ordinance for approval.

Attachments:

None